

Gig Harbor City Council Meeting

**September 8, 2003
7:00 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
September 8, 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 August 25, 2003.
2. Correspondence / Proclamations:
 - a. Letter from the Dept. of Transportation.
 - b. Letter from Washington Finance Officers Association.
3. Rental Agreement for Firearms Range Use – City of Bremerton.
4. Renewal of Copier Maintenance Agreements.
5. Grandview Forest Park Tank Repainting Project – Bid Award.
6. Approval of Payment of Bills for August 29, 2003.
Checks #40947 through #41095 in the amount of \$220,166.00.
7. Approval of Payment of Bills for September 8, 2003.
Checks #41096 through #41146 in the amount of \$108,934.84.
8. Approval of Payroll for the month of August.
Checks #2737 through #2806 and direct deposits in the amount of:
\$253,850.51.

OLD BUSINESS:

1. Second Reading of Ordinance (continued) – Amending Design Review Procedures – GHMC 17.98.
2. Resolution - Hazen Annexation (03-02) Setting Date for Public Hearing.

NEW BUSINESS:

1. Northwest Gig Harbor Employment Center Annexation (ANX 03-04) – Meeting with Initiators.
2. Canterwood Division 12 Sewer Request.
3. First Reading of Ordinance – Utility Rate Reduction for Low Income Seniors.

STAFF REPORT:

GHPD – July Stats.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

Council Retreat – Monday, September 15th at the Gig Harbor Civic Center – 12:00 p.m. until 5:00 p.m.

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

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF AUGUST 25, 2003

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

CALL TO ORDER: 7:01 p.m.

PLEDGE OF ALLEGIANCE

PUBLIC HEARINGS:

1. Six-Year Transportation Improvement Plan. The Mayor opened this public hearing at 7:02 p.m.

Steve Misiurak, City Engineer, introduced the transportation plan for years 2004-2009. He explained that project number one, Skansie Avenue Pedestrian Improvements, and number seven, 36th /Pt. Fosdick Interchange, were new additions to the list. He offered to answer questions on the projects.

No one signed up to speak and the Mayor closed the public hearing at 7:02 p.m.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of August 11, 2003.
2. Correspondence / Proclamations: a. Letter from City of Roy b. Citizens Against Litter c. Constitution Week d. National Payroll Week
3. Skansie Net Shed Roof Replacement.
4. Liquor License Renewals: Hy-lu-Hee-Hee; Olympic Village 76
5. Approval of Payment of Bills for August 25, 2003.
Checks #40946 through # in the amount of \$

Mayor Wilbert requested that item number five, approval of bills, be removed from the Consent Agenda until the figures become available. John Vodopich answered questions regarding the cost of the roof replacement for the Skansie Net Shed.

MOTION: Move to approve the consent agenda with the approval of bills removed.
Young / Ruffo – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Amending Design Review Procedures – GHMC 17.98. Steve Osguthorpe presented this second reading of an ordinance that amends the procedures for the design review process. He gave a brief history of the ordinance and offered to answer questions.

Councilmember Owel said that although this is an improvement, the amendments to the process did not fully address her concern that not all parties have equal access to the process. Steve explained that the requirement to send notice to the surrounding property owners of a project going before the Design Review Board should help.

Councilmember Dick discussed the type of information to be shared and at what point it is available. Steve said that he would get clarification from Carol Morris about parties of record. Councilmember Dick asked at what point the public is notified of staff's decision and/or the recommendation by the Design Review Board. Steve described the process, explaining that if the project meets the code requirements, it would not go to the DRB nor would there be notification made to the surrounding property owners. He addressed questions regarding the availability of permit information to the public, explaining that this information is available at the counter and on the website in the form of a project list.

Councilmember Owel stressed that her concern is a project that may have unexpected results. Steve explained that larger projects always go before the Hearing Examiner for site plan review or a conditional use so the property owners would be notified, but there may not be opportunity for public comment on the design if it is an administrative decision. He continued to explain that the public could always request information on a project. Steve addressed questions on how many items in the Design Review Manual are left up to interpretation. He said that the intent of the Design Review Manual is to avoid surprises to the applicant or to surrounding property owners, but admitted that there are sections in this document that need further amendments.

John Vodopich added that one step that has been taken to address these concerns is the notification of the surrounding property owners when a shoreline exemption, an administrative interpretation or an administrative variance is issued. He said that staff could amend Title 19 to include notification requirements for all Type II permits. Council agreed with this idea and encouraged staff to post information about recent decisions on the city website.

Councilmember Franich asked for clarification on number four, page ten of the ordinance. John explained that language had been omitted in error and staff would review the entire ordinance for necessary corrections.

Councilmember Franich said that he believed that the City Council should be making the decisions with advice from the city attorney rather than turning over the decision making to the Hearing Examiner. He discussed the letter from Carol Morris in response to the request from the last meeting. Councilmember Young explained the reasons for this recommendation from the city attorney is to protect the city from exposure to lawsuits due to incorrect comments and decisions by those who do not have the legal background to make them. Councilmember Franich continued to say that he believed that the Hearing Examiner was making arbitrary decisions based upon two recent decisions involving the Berger - Nelson and Pillars properties. It was discussed that the

reason that Council is a party of record to the Hearing Examiner's decisions is to allow for them to appeal a decision with which they disagree.

Councilmember Dick voiced concerns with the change in language on page 10; subsection 1 of 17.98.060(D) in which the word "reasonable" had been changed to "impracticable." Carol Morris will be asked to clarify this recommended change. After further discussion, Councilmember Ekberg made a motion to continue this to the next meeting.

MOTION: Move to continue the second reading of the ordinance to the next meeting.
Ekberg / Ruffo - unanimously approved.

2. Second Reading of Ordinance - Amending Section 13.34.060 Utility Extensions. John Vodopich presented this second reading of an ordinance that reinstates the condition that an applicant requesting outside utility extension sign an agreement not to protest annexation.

MOTION: Move to adopt Ordinance No. 939
Young / Ruffo - unanimously approved.

NEW BUSINESS:

1. Resolution - Adopting the Six-Year Transportation Improvement Plan. Steve Misiurak offered to answer questions. Councilmember Young asked if the Briarwood improvements could be moved up from it's 2005 design date. He said that his concern is that the completion of the 36th Interchange may turn this area into a short cut, jeopardizing pedestrian travel. Steve explained that it was a matter of what funds are available and how the budget process allocates these funds. He suggested that there may be traffic-calming steps that could be taken in the interim to address concerns.

MOTION: Move to adopt Resolution No. 614 adopting the Six-Year Transportation Improvement Plan.
Dick / Ruffo - unanimously approved.

Mayor Wilbert shared that there was a roundabout proposed for the intersection of 36th and Pt. Fosdick. Steve clarified that an agreement with the state had been reached to allocate \$330,000 toward the intersection improvements. He addressed Councilmember Franich's concerns about the decision for a roundabout at this location by explaining that an evaluation of this intersection had been budgeted and would be completed before any final decision was made.

2. Pump Station 3-A Settlement Agreement. John Vodopich presented this settlement agreement that resolves the dispute between Strider Construction and the City as to the amount of money to pay for all work and materials associated with the

project and to close out the project. He answered Council questions regarding issues surrounding payment of the contract.

MOTION: Move to approve the Release and Covenant Not To Sue with Strider Construction Co., Inc. and authorize the Mayor to execute the document on behalf of the City, and to authorize the City staff to make a final payment in the amount of \$20,408.59 to Strider Construction Co., Inc. and for Council formal acceptance of the Pump Station 3A project.
Young / Ekberg - unanimously approved.

3. Wilkinson Farmhouse and Garage Roof Replacement. John Vodopich explained that the recent inspection of the roof of the Wilkinson Farmhouse identified the need for replacement of the cedar shakes. He explained that the cedar shake roof reflects what is currently in place. He recommended approval of the contract with Cleo's Roofing.

MOTION: Move to authorize the award and execution of the contract for the Wilkinson Farm house and garage re-roofing to Cleo's Roofing as the lowest responsible respondent, for the bid amount of thirteen thousand one hundred four dollars and zero cents (\$13,104.00).
Young / Franich – unanimously approved.

STAFF REPORTS: None.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Franich first thanked Council and staff for their concern during his recent recovery from an accident. He then said that he wished to go on record to express his disappointment in Council's approval of the Comprehensive Plan Amendments increasing the commercial area in the Gig Harbor North area. He said that the Gig Harbor North zoning was relatively new, and that it hadn't been given enough time to determine its success before amendments were made. He referred to a quote in the newspaper regarding the fact that Gig Harbor was no longer the "Quiet, quaint fishing village" it once was known to be. He continued to say that it should be the goal of the city to preserve the very reasons that people come to visit and live here.

Councilmember Franich asked to be kept informed of recommendations that arise from the Mayor's Advisory Committees, referring to the suggested use of a roundabout at the intersection of 36th and Pt. Fosdick. Councilmember Dick explained that the reason for the committees is to focus information and to save time. John Vodopich suggested that all Councilmembers be issued an agenda of each committee meeting ahead of time.

Councilmember Franich asked for an update on the status to become a Certified Local Government. Steve Osguthorpe said that he had met with Lita Dawn Stanton to discuss

draft ordinances, and he would be bringing one to Council for consideration in the near future.

Councilmember Ruffo voiced concerns with the safety issue of persons driving the wrong way in the turn lanes on Pt. Fosdick. Steve Misiurak said that he had heard reports that this was a problem and signage could be placed prohibiting left hand turns in this area.

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

Staff announced that due to the absence of the City Attorney, an Executive Session was not needed at this time.

ADJOURN:

MOTION: Move to adjourn at 8:31 p.m.
Franich / Ruffo – unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 7

Gretchen Wilbert, Mayor

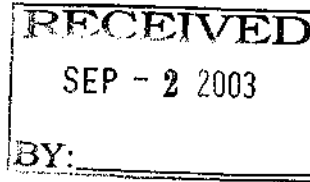
Molly Towslee, City Clerk



**Washington State
Department of Transportation**
Douglas B. MacDonald
Secretary of Transportation

August 28, 2003

Lois Hartwig and Jo Whetsell
Co-Chairs, Citizens Against Litter
3423 47th Street Court
Gig Harbor, WA 98335



Olympic Region
Tacoma Narrows Bridge Office
1614 S. Mildred Street, Suite 1, MS WT-30
Tacoma, WA 98465-1630
253-534-4640
Fax 253-534-4679
TTY: 1-800-833-6388
www.wsdot.wa.gov

Dear Ms. Hartwig and Ms. Whetsell:

Thank you for your August 4 letter about the clearing we have done along State Route 16 as part of the new Tacoma Narrows Bridge project. WSDOT staff has heard many similar comments from your fellow neighbors about the same topic.

We also appreciate the work you and others have done in the past to plant a vegetation buffer along the highway. We understand how important a vegetated corridor is to the community and as such have included a landscaping plan into our project.

We know the community has been surprised at the extensive tree clearing that's occurred between the Narrows and the vicinity of 36th Street. This clearing was the first visible indication of the large scope of this project. Near 24th Street, SR 16 is being widened from a fairly narrow four-lane highway to as many as 12 lanes (three eastbound lanes, three westbound lanes, and six manual tolling lanes) with full standard-width shoulders. Also at 24th Street we are building a new westbound on-ramp and exit, adding to the amount of clearing necessary. While this design was selected through a public process in the late 1990s, and documented in a 1999 Environmental Impact Statement, not until the recent tree clearing did many people realize the extent of the "footprint" of the new facility.

While the new facility will include a lot of pavement to provide for much demanded public mobility, it will also include many non-paved areas available for revegetation and landscaping. The landscaping designs for the project have been under development for the last several months by the project's design-builder, Tacoma Narrows Constructors. The completed landscaping plans have only been available in the last month. These plans include revegetation with trees and shrubs along the corridor. Areas not landscaped with trees and shrubs will be planted with grass.

WSDOT staff is interested in working with community members to ensure the revegetation and landscaping in this project result in an improved corridor that will provide both better mobility and preserve natural quality. Our landscaping plans are available for viewing at our office. If you'd like to see them, please call Claudia Cornish, Communications Manager, at (253) 534-4646, to set up a mutually-agreeable time. Thank you for your interest in our project.

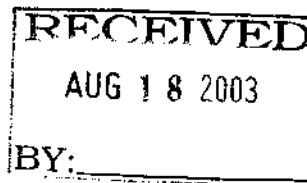
Sincerely,

Linea Laird
WSDOT Tacoma Narrows Bridge Project Manager

Cc: Congressman Norm Dicks
Mayor Gretchen Wilbert
Terry Lee, Pierce County Council
Representative Pat Lantz



Washington Finance Officers Association



August 14, 2003

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

Dear Mayor Wilbert:

This is to notify you that the City of Gig Harbor 2003 Budget has earned the Washington Finance Officers Association Distinguished Budget Award. This award is patterned after the Government Finance Officers' Program and is the highest form of recognition in fiscal planning and budgeting within the State of Washington. In order to earn this award, the budget documents are critiqued by at least two reviewers who return a favorable response. I have received favorable responses from the reviewers of your 2003 document.

A summary of the responses will be mailed under separate cover to the official requesting the results. Please be sure to look these comments over carefully as they contain valuable suggestions that will help to ensure receiving a WFOA Budget Award in the future.

The budget document is judged on meeting program criteria covering policies, operations, financial planning and communications. The receipt of this award is evidence of an interest in effective fiscal management programs benefiting the customers of the City of Gig Harbor. You and your staff are to be commended for such an interest.

A plaque and certificates for your 2003 budget document will be available for presentation at the 48th annual WFOA conference in Spokane this September. These items may be picked up at the education table.

Sincerely,

Bonita R. Fell
WFOA Budget Awards Chair
% City of Kent Finance Department
220 Fourth Avenue South
Kent, WA 98032-5895
Telephone: 253-856-5245
Email: bfell@ci.kent.wa.us

cc: David Rodenbach, Finance Director



'THE MARITIME CITY'

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: RENTAL AGREEMENT FOR FIREARMS RANGE USE
WITH CITY OF BREMERTON
DATE: AUGUST 12, 2003

INFORMATION/BACKGROUND

The police department requires all commissioned personnel to attend firearms in-service training on a regular basis. In order to conduct this training, we require a firearms range that is conducive to police specific training. The City of Bremerton has such a facility and will allow us to use it provided we have in place a Rental Agreement for use of the range.

Our legal counsel has reviewed the attached Rental Agreement between the City and the City of Bremerton.

FISCAL IMPACTS

There is a use fee of \$50.00 per day to use the Bremerton facility. We anticipate using the range a maximum of 8 times within the next year. This training was anticipated and funded within the 2003 budget and will be submitted as part of the 2004 budget as well.

RECOMMENDATION

I recommend that Council authorize the Mayor to execute the attached Rental Agreement that will allow the police department to perform firearms training during the next year.

**RENTAL AGREEMENT
(Range - Firearms Training)**

THIS RENTAL AGREEMENT, hereinafter referred to as "Agreement", made and entered into between the CITY OF BREMERTON, whose address is 239 Fourth Street, Bremerton, Washington 98337, hereinafter referred to as "Landlord", and Gig Harbor Police Department, hereinafter referred to as "Tenant".

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, IT IS MUTUALLY AGREED AS FOLLOWS:

1. **DESCRIPTION OF PREMISES.** The Landlord hereby leases to the Tenant the following described premises for up to thirty (30) days in any calendar year:

FIRING RANGE: Located 1/4 mile north of the Gold Mountain Golf Course on the Old Belfair Highway, 6581 West Old Valley Rd. Bremerton WA 98312

Days of use shall be scheduled thirty (30) days in advance and will be accommodated on a first scheduled basis.

2. **TERM.** This Agreement shall become effective on _____ for up to one year, and ending on _____. This Agreement shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the proceeding _____ of any such year.

3. **RENTAL RATE.** The Tenant shall pay rent to the Landlord for the premises at the following rate: Fifty Dollars and No Cents (\$50.00), per day, in advance.

4. **EXPENSES.** Tenant shall supply all weapons, ammunition, targets and other supplies used in the target exercise.

5. **MAINTENANCE AND REPAIR.** The Landlord shall, unless herein specified to the contrary, maintain the premises in good repair and tenant able condition during the continuance of this agreement, except in case of damage arising from the negligence of the Tenant's agents or employees. For the purposes of so maintaining the premises, the owner reserves the right, at reasonable times, to enter and inspect the premises and to make any necessary repairs to the building. Tenant shall clean up all garbage and debris after use.

6. **TERMINATION.** This agreement may be terminated by either party, without cause, by giving written notice of not less than thirty (30) days prior to the effective date of termination. Pro-rata refunds for the remaining pre-paid rental term shall be refunded to Tenant should either party initiate termination.

7. **RANGE SUPERVISION.** Tenant shall provide and require the presence of a qualified range officer at all times during which the Tenant's personnel are using the premises. To assure safe operations, the range officer shall have full authority and responsibility to direct the activities of those using the range and shall halt any activity found to be unduly hazardous.

8. **HOLD HARMLESS.** It is understood and agreed that this Agreement is solely for the benefit of the parties hereto and gives no right to any other party. No joint venture or partnership is formed as a result of this Agreement. Each party hereto agrees to be responsible for its own acts or omissions, or those of its officers, agents, or employees, and agrees to save, indemnify, defend, and hold the other party harmless from any such liability. In the case of negligence of both the Tenant and the Landlord, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party, and each party shall have the right to seek contribution from the other party in proportion to the percentage of negligence attributable to the other party.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the date and year indicated.

GIG HARBOR POLICE DEPARTMENT

Approved:

By: _____

_____ Date

CITY OF BREMERTON

By: _____
CARY BOZEMAN, Mayor

_____ Date

DEPARTMENTAL APPROVAL:

Rob Forbes, Chief of Police

_____ Date

APPROVED AS TO FORM:

Roger A. Lubovich, City Attorney

_____ Date

RECEIVED FOR FILING:

KATHLEEN L. MCCLUSKEY, City Clerk

RENTAL AGREEMENT - 2



"THE MARITIME CITY"

ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK *MT*
SUBJECT: RENEWAL OF COPIER MAINTENANCE AGREEMENT
DATE: SEPTEMBER 3, 2003

INFORMATION/BACKGROUND

The Public Works Shop and Wastewater Treatment Plant are using two of the copiers from the old city hall. Attached is the Supply/Service Contract for the two Minolta copiers. These contracts cover copies, toner, parts and service for a one-year term for each machine and is the same rate as last year.

RECOMMENDATION

Move to authorize the Mayor to sign the attached copier maintenance contracts.



**Minolta
Business
Solutions**

**MINOLTA BUSINESS SOLUTIONS
12674 GATEWAY DR
BLDG 2
SEATTLE WA 98168**

**GIG HARBOR CITY OF
ATTN ACCT PAY
3510 GRANDVIEW ST
GIG HARBOR WA 98335**

MAINTENANCE AGREEMENT

Number/Date : 41114395 / 08/20/2003
 Reference number/Date :
 Commencement Meter :
 M/A Meter Expiration :
 Sales Location : **MBS SEATTLE**
 Partner number : 227196

Validity period : 10/04/2003 to 10/03/2004
 Volume: 9,000

Ship-to address

**GIG HARBOR CITY OF
5118 89TH ST NW
CITY SHOP
GIG HARBOR WA 98332**

| Item | Material | Qty | Description | Price | Price unit | Value |
|---|--------------|---------|-------------------------------|---------|-----------------------------|---------------|
| | Serial no.: | 3112948 | | 1075311 | EP6000 CS PRO SERIES COPIER | |
| 000001 | 7670-9993-02 | | Service Supply Contract - PPC | | | |
| | | 1 EA | | 393.00 | USD | 393.00 |
| NOTE: ONE COPY IS COUNTED FOR EACH 8.5 X 11 INCH IMAGE. | | | | | | |
| Under the items of this program, customers purchasing this agreement will be entitled to labor, transportation costs, all replacement parts, black starter, imaging units as required, and black toner based on 6% toner usage ratio and number of copies purchased, excluding paper and staples. Customer may renew agreement when the copies purchased are used within the agreement period. Customer also may need to purchase additional toner based on customers application . | | | | | | |
| Items total | | | | | | 393.00 |
| Tax Total | | | | | | 31.84 |
| FINAL AMOUNT | | | | | | 424.84 |

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a Binding Agreement.
 PLEASE READ REVERSE SIDE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.
 MINOLTA BUSINESS SOLUTIONS, Inc.

by _____ Date _____ by _____ Date _____
 Customer Signature MBS Service Rep
 _____ by _____ Date _____
 Title MBS Service Manager

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Minolta Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.



**Minolta
Business
Solutions**

MINOLTA BUSINESS SOLUTIONS
12674 GATEWAY DR
BLDG 2
SEATTLE WA 98168

| | |
|---|--|
| <p>GIG HARBOR CITY OF ATTN ACCT PAY 3510 GRANDVIEW ST GIG HARBOR WA 98335</p> <hr/> <p>Ship-to address</p> <p>GIG HARBOR CITY OF 4216 N HARBORVIEW DR GIG HARBOR WA 98332</p> | <p>MAINTENANCE AGREEMENT</p> <p>Number/Date : 41114396 / 08/20/2003</p> <p>Reference number/Date :</p> <p>Commencement Meter :</p> <p>M/A Meter Expiration :</p> <p>Sales Location : MBS SEATTLE</p> <p>Partner number : 227196</p> <p>Validity period : 10/04/2003 to 10/03/2004</p> <p>Volume: 9,000</p> |
|---|--|

| Item | Material | Description | Qty | Price | Price unit | Value |
|--|---------------------|-------------------------------|------|---------|-----------------------------|---------------|
| | Serial no.: 3113093 | | | 1075311 | EP6000 CS PRO SERIES COPIER | |
| 000001 | 7670-9993-02 | Service Supply Contract - PPC | | | | |
| | | | 1 EA | 393.00 | USD | 393.00 |
| NOTE: ONE COPY IS COUNTED FOR EACH 8.5 X 11 INCH IMAGE | | | | | | |
| Under the items of this program, customers purchasing this agreement will be entitled to labor, transportation costs, all replacement parts, black starter, imaging units as required, and black toner based on 6% toner usage ratio and number of copies purchased, excluding paper and staples. Customer may renew agreement when the copies purchased are used within the agreement period. Customer also may need to purchase additional toner based on customers application. | | | | | | |
| Items total | | | | | | 393.00 |
| Tax Total | | | | | | 31.84 |
| FINAL AMOUNT | | | | | | 424.84 |

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a Binding Agreement.
PLEASE READ REVERSE SIDE OF AGREEMENT FOR ADDITIONAL TERMS AND CONDITIONS.
MINOLTA BUSINESS SOLUTIONS, Inc.

by _____ Date _____ by _____ Date _____
Customer Signature MBS Service Rep

Title MBS Service Manager Date _____

This AGREEMENT MUST BE RETURNED ALONG WITH PAYMENT to the Minolta Service Location listed above. Please be sure to enter the COMMENCEMENT METER READING and add STATE and LOCAL TAXES to payment. AUTHORIZED SIGNATURE is required to process this Agreement.

EQUIPMENT MAINTENANCE TERMS AND CONDITIONS

1. Minolta Business Solutions, Inc. (hereinafter "MBS"), a subsidiary of Minolta Corporation, agrees to perform maintenance service with respect to equipment in accordance with the following terms and conditions.
2. Only authorized MBS personnel may make modifications to the Agreement.
3. This order is subject to acceptance only by an authorized representative of MBS. Notice of acceptance is hereby waived by customer.
4. **THE EQUIPMENT MUST BE IN GOOD CONDITION ON THE COMMENCEMENT DATE OF THIS AGREEMENT. MBS CHARGES FOR PARTS AND LABOR REQUIRED TO PLACE THE EQUIPMENT IN SUCH CONDITION UNLESS COVERED UNDER ANY APPLICABLE WARRANTIES OR A CONTINUOUS MAINTENANCE AGREEMENT. MBS WILL INVOICE THE CUSTOMER AND THIS WILL BE IN ADDITION TO THE PRICE SET FORTH ON THE REVERSE SIDE HEREOF.**
5. Maintenance and other charges are those in effect at the time this agreement was accepted by MBS or on the date of each renewal. Equipment maintenance service during warranty period shall be provided at no charge to the customer.
6. Payment is due within thirty (30) days from the date of the invoice. Should the customer fail to make any payment due hereunder, or be or become insolvent or be a party to or acquiesce in any bankruptcy or receivership proceeding or any similar action affecting the affairs or property of Customer, MBS may (1) refuse to continue to service the equipment or (2) furnish service on a time, travel and material basis, without prejudice to any other remedies MBS may have.
7. Preventative maintenance service to be performed under this Agreement shall be performed at a time or times determined by MBS and may be made at the same time as service calls.
8. Necessary service calls performed during normal business hours are included in the Agreement price. Overtime charges at MBS' then current rate shall apply and be invoiced for all service calls made outside normal business hours. Normal business hours shall mean 8:30 am to 5:00 PM Monday through Friday exclusive of holidays.
9. This Agreement does not cover service necessitated by malfunctions of parts and/or attachments of non-Minolta manufacture or by use of operating supplies such as paper and toner not compatible with the equipment.
10. Without prior written authorization, this Agreement shall not apply to any equipment which ceases to be at the customer location described on the reverse side hereof or is damaged through accident, abuse, misuse, theft, neglect, acts of third parties, fire, water, casualty or any other natural force.
11. Specification changes, alterations or attachments may require a change in the Agreement price set forth herein. Such changes shall become effective upon notice to Customer by MBS. MBS also reserves the right to terminate this agreement by notice to customer if MBS determines that such changes, alterations or attachments make it impractical for MBS to continue service to this equipment.
12. **NEITHER PARTY SHALL HAVE ANY RIGHT TO CONSEQUENTIAL DAMAGES BY REASON OF ANY NONPERFORMANCE OF THIS AGREEMENT. MBS' LIABILITY IN CASE OF NON PERFORMANCE HEREUNDER SHALL NOT EXCEED THE PRORATED AGREEMENT PRICE SPECIFIED ON THE REVERSE SIDE HEREOF.**
13. This agreement is not assignable or transferable by customer without prior written consent of MBS.
14. This agreement shall be for the period of one year or the numbers of copies indicated from the date set forth on the reverse side of hereof, whichever comes first. The customer has the option to renew this agreement at the then prevailing rates or be subject to service and supply charges hereafter.
15. If customer elects to terminate this Agreement prior to its expiration, there will be a penalty charge equal to 25% of the face value of the Agreement. If the unused portion is less than 25% of the face value, Customer will not be entitled to a refund. Cancellation must be given in writing to the Service Location specified on the reverse side. MBS will only terminate the Agreement if the customer does not adhere to all terms and conditions and/or non-payment.
16. Relocation or make ready shipment of equipment is not covered by this maintenance agreement. This service, when requested will be at the billable rate of MBS.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: GRANDVIEW FOREST PARK TANK REPAINTING PROJECT
BID AWARD
DATE: SEPTEMBER 8, 2003

INTRODUCTION/BACKGROUND

An identified water operating objective in the 2003 budget is for the interior sand blasting, exterior pressure washing, and complete tank repainting of the City's two Grandview Forest Park steel water tanks.

The City recently contacted 10 steel tank painting contractors from the Small Works Roster and requested price quotations for the above-mentioned work. Two proposals were received by the city.

| <u>Vendors</u> | <u>Total (including retail sales tax)</u> |
|--------------------------|---|
| Western Industrial, Inc. | \$126,773.80 |
| Mason Coatings | \$103,272.68 |

The apparent low respondent is Mason Coatings. The bid proposals provided a cost breakdown to repaint each tank. Since the bids exceed the allocated budget of \$71,500, it is recommended that Council approve award of the contract to Mason Coatings to repaint the most deteriorated tank at this time, in the amount of forty three thousand three hundred twenty-seven dollars and eighteen cents (\$43,327.18) including retail sales tax.

ISSUES/FISCAL IMPACT

Sufficient funds are available in the Water Operating Fund, Objective No. 9 (budgeted allocation of \$71,500) to cover the cost of this project.

RECOMMENDATION

I recommend that Council authorize the award and execution of the contract for the Grandview Forest Park Tank Repainting to Mason Coatings in the amount of fifty five thousand three hundred dollars and thirty-two cents (\$43,327.18) including retail sales tax.

GRANDVIEW FOREST PARK RESERVOIR TANK REPAINTING PROJECT

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2003, by and between the City of Gig Harbor, a Charter Code city in the State of Washington, hereinafter called the "City", and Mason Coatings, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the interior sand blasting, exterior pressure washing, and complete tank repainting of the City's 250,000-gallon Grandview Forest Park steel water tank A and shall perform any changes in the work, all in full compliance with the contract documents entitled "Grandview Forest Park Reservoir Tank Repainting Project," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Quotation Proposal," the sum forty-three thousand three hundred twenty-seven dollars and eighteen cents (\$43,327.18), subject to the provisions of the Contract Documents and the Standard Specifications for the Grandview Forest Park Reservoir Tank Repainting.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within thirty (30) working days.
3. The Contractor agrees to pay the City the sum of \$216.64 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Quotation Proposal," "Specifications," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2002 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1, and the American Water Works Association (AWWA) "Standard for Painting Steel Water-Storage Tanks", D102-97.

CONTRACT: Shurgard Reservoir Tank Repainting Project

6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

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

Print Name: _____
Print Title: _____
Date: _____

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: STEVE OSGUTHORPE, AICP *SO*
PLANNING & BUILDING MANAGER
SUBJECT: CONTINUED SECOND READING OF ORDINANCE AMENDING
DESIGN REVIEW PROCEDURES - GHMC CHAPTER 17.98.
DATE: SEPTEMBER 8, 2003

INFORMATION/BACKGROUND

Attached for the Council's consideration is a revised draft ordinance amending GHMC Chapter 17.98. This chapter defines the design review process including design review applicability, application requirements, project review and approval, design variances, and appeals of decisions.

The proposed changes include various non-substantive housekeeping amendments. More significant changes include (1) changing the title of design variances to design exceptions and (2) making the design review board a recommending body rather than a decision-making body.

At the August 11, 2003 City Council meeting, an ordinance adopting the proposed amendments was presented to the Council for first reading and public hearing. One individual, Mr. Greg Hoeksema, testified at the hearing. He expressed opposition to the Design Review Board becoming a recommending body only, stating that his attorney disagreed with City Attorney Carol Morris on the matter of whether or not open dialogue between the applicant and the DRB constituted a public hearing. It was explained to Mr. Hoeksema that State law allows only one open record public hearing. Councilmember Dick asked if it would be possible for an applicant to formally agree to an additional public hearing if the applicant wished DRB consideration of a proposal inasmuch as the DRB process was strictly optional. Ms. Morris stated that she would provide a written response to Councilmember Dick's question in time for the second reading on this proposal, which was held on August 25, 2003.

At the second reading, the Council expressed four different concerns regarding the proposed ordinance. Concerns included (1) the proposed change of the word *reasonable* to *practicable* in section 17.98.060(D)(1), (2) the apparent elimination of language in Section 17.98.060(D)(4) not indicated by strikeout, (3) the rearrangement of phrases in Section 17.98.030(B) and (4) whether or not additional notice would be sent

to individuals who would be notified of a DRB public meeting. The Council moved to continue the second reading to the September 8, 2003 meeting to allow the staff time to respond to these issues. The staff has therefore addressed these issues in the attached revised draft ordinance for second reading, as follows:

(1). Councilmember Dick commented that the proposed word *practicable* in lieu of the existing word *reasonable* changed the criterion to one of economic impossibility. The reason City Attorney Carol Morris recommended eliminating the word *reasonable* from the existing language is that she does not believe that the code should contain any statement that City codes are unreasonable. To address both the Council's concern and the concern of the City Attorney, the previously proposed word *impracticable* has been changed to *unnecessary* in Section 17.98.060(D)(1).

(2) The missing words "*economic hardship, personal convenience or*" in Section 17.98.060(D)(4) were not shown as stricken and were not intended to be stricken. These words have been reinserted. The staff has gone through the remainder of the ordinance word by word to make sure that there weren't any similar unintended deletions. The following additional corrections were made:

- (a) Section 17.98.010(A) – The word "are" behind the underlined phrase "and the Design Manual" should have been underlined to show it as a new word, and it should have been preceded by a stricken word "is". This correction has been made.
- (b) Section 17.98.010(C) – In the fourth sentence down after the words "site plan", the word "review" was unintentionally left out. The word "review" has been reinserted.
- (c) Section 17.98.040(A)(3) – The words "*vegetation within the buildable area and within five feet of all setback lines*" were incorrectly copied from the previous subsection and the words "*natural vegetation to be retained*" were inadvertently deleted. The correct words have been reinserted.
- (d) Section 17.98.040(C)(2) – After the words "A master sign plan", the words "*or individual sign plans*" were unintentionally left out. These have been reinserted. Also, after the word "*building*" in the same section, the words "*proposed sign colors, materials, design and methods of illumination*" were unintentionally left out. These were intended to be stricken to reflect language in the Design Manual. These words have been reinserted and shown as stricken.
- (e) Section 17.98.060(C)(4) – (6) – All use of the word "*exception*" should have been underlined to identify it as new language, and it should have been preceded by the stricken word "*variance*". The revised draft shows these changes.
- (f) The title of the Design Manual and the Historic District are not always capitalized in the current code. The proposed changes included capitalization of titles, but the changes were not always shown in strikeout/underlined text. These changes are now shown in the revised draft.

(3) The rearrangement of phrases in Section 17.98.030(B) was confusing because it showed the words "at the option of the property owner" as underlined, making it appear to be new language. The underlining has been eliminated. Actually, the only proposed change is to change the phrase "development *may*" to state that "development *shall*", and to place it after rather than before the phrase "at the option of the property owner".

(4) In response to the Council's concern over follow-up notice to surrounding property owners, a new Section 17.98.050(B)(5)(f) was added, stating that notice of public hearing shall be sent as provided in Section 19.03.003. That section requires that notice be sent to property owners within 300 feet of a subject site (the same owners included in the initial notice of the DRB meeting) and to anyone submitting written or oral comments on an application. Accordingly, individuals who provide comments at the public meeting, or who specifically request notice of the public hearing, will be included on the mailing list.

POLICY CONSIDERATIONS

Applicable land use policies and codes are as follows:

a. Comprehensive plan:

The City's design standards are based upon the Design Element of the City's Comprehensive Plan.

b. Zoning Code:

Sections of the zoning code pertaining to the Design Review Board's activities include: Section 17.98.035 – Design allowances, Section 17.98.050 – Design review and project approval, and Section 17.98.060 – Variances.

c. Design Manual:

Page 4 of the Design Manual defines the Design Review Board option. This section will be amended under the general Design Manual update (still in progress).

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendments on April 8, 2003. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on April 16, 2003. The deadline for appealing the determination was April 30, 2003. No appeals have been filed and no public comments have been submitted. The public had the opportunity to comment on the SEPA determination at the August 11, 2003 public hearing.

FISCAL IMPACTS

There are no significant adverse fiscal impacts expected with this change. In rare instances, there may be additional costs associated with the Hearing Examiner because

he will be the decision maker on design review applications that go before the DRB. This would be particularly true for DRB recommendations on single-family houses. Under current codes, there is usually no reason for single-family housing to also go before the Hearing Examiner. Under the proposed changes, any single-family application before the DRB must also go before the Hearing Examiner. However, since the Design Manual's adoption in 1996, there have only been 4 or 5 single-family applications for DRB review. The impact to single family development will therefore be limited. Most applications that go before the DRB include related applications that go to the Hearing Examiner anyhow (e.g., site plan review, conditional use permits). Additional costs related to the Hearing Examiner will therefore be minimal.

RECOMMENDATION

The staff recommends that the City Council adopted the attached ordinance as presented.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE PROCEDURES FOR REVIEW OF APPLICATIONS REQUESTING DESIGN REVIEW APPROVAL, CLARIFYING THE PROPER APPLICATION OF DESIGN MANUAL REGULATIONS; ALLOWING FOR A FINAL ADMINISTRATIVE APPROVAL OF ALL DESIGN REVIEW APPLICATIONS MEETING THE DESIGN MANUAL REGULATIONS; ALLOWING FOR A PUBLIC MEETING AND DESIGN REVIEW BOARD RECOMMENDATION PROCESS FOR ALL DESIGN REVIEW APPLICATIONS NOT MEETING THE DESIGN MANUAL REGULATIONS; INCORPORATING THE DESIGN REVIEW GOALS FROM THE DESIGN MANUAL; AMENDING THE PROCEDURE AND CRITERIA FOR DESIGN REVIEW VARIANCES; AMENDING THE PROCEDURE FOR APPEALS OF DESIGN REVIEW DECISIONS TO BE CONSISTENT WITH TITLE 19 GHMC; AMENDING GHMC SECTIONS: 17.98.010, 17.98.030, 17.98.035, 17.98.040, 17.98.050, 17.98.060, 17.98.070 AND REPEALING GHMC SECTION 17.98.080.

WHEREAS, the procedures for Design Review approval are now exempt from the project permit processing procedures in Title 19 GHMC because the process is basically administrative; and

WHEREAS, the Design Review Board would like to hold public meetings to obtain input from the public on Design Review applications, but in order for the Board to do so, the procedures in chapter 17.98 GHMC must change to conform to Title 19 GHMC; and

WHEREAS, the definition of "public meeting" (RCW 36.70B.020(5)) contemplates that a public meeting may be held on a design review application so long as the Board issues a recommendation, not a final decision, on the application; and

WHEREAS, in order to provide an applicant with the ability to receive Design Review approval and still allow the City to conform with the requirement in state law and Title 19 GHMC that the final decision issue on the application within 120 days, a new Design Review processing procedure is needed; and

WHEREAS, the Design Review procedures used by the City in the past could be improved by clarifying the criteria for variances from the Design Manual, and how they differentiate between variances granted from the Zoning Code; and

WHEREAS, the Design Review procedures used by the City in the past could be improved by providing additional public notice of the City's final decisions on Design Review applications; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this Ordinance is merely procedural and is therefore exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on April 8, 2003, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 5, 2003, and made a recommendation of approval to the City Council; and

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

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

Section 1. Section 17.98.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.010 Intent.

A. This chapter is and the Design Manual are intended to implement the goals and policies established in the design element of the City's Comprehensive Plan by providing design standards and procedures for the review of projects described in GHMC Section 17.98.030 ~~outdoor projects and development as described herein~~ to determine their compliance with design standards as adopted by the City.

B. Gig Harbor's Design Review Goals are to:

1. Encourage design and site planning that:
 - a. Compliments the existing character of Gig Harbor.
 - b. Relates visually and physically to surrounding development.
 - c. Promotes pedestrian usage.

2. Allow for diversity and creativity in project design.
3. Facilitate early and ongoing communication among project proponents, neighborhoods, and the city.
4. Increase public awareness of design issues and options.
5. Provide an objective basis for decisions which affect both individual projects and the City of Gig Harbor as a whole.
6. Ensure that the intent of goals and objectives contained within the City of Gig Harbor' Comprehensive Plan are met.

C. The design review process is not intended to determine the appropriateness of any given use on a given site or to address technical requirements, which are otherwise reviewed under the site plan review process. It is intended to protect the general health, safety and welfare of the citizens by protecting property values; protecting the natural environment; promoting pedestrian activities; promoting community pride; protecting historical resources; preserving the aesthetic qualities which contribute to the City's small town characteristics which have attracted residents, businesses and customers; and promoting the economic viability of the community by preserving and creating well-designed commercial districts which attract customers and businesses. The design review process provides an opportunity for new development to enhance Gig Harbor's character more effectively than through application of standard zoning regulations.

Section 2. Section 17.98.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.030 Design Manual Applicability.

A. General Applicability. The Design Manual applies to all proposals to build, locate, construct, remodel, alter or modify any façade on any structure or building or other visible element of the façade of the structure or building or site, including, but not limited to: landscaping, parking lot layout, signs, outdoor furniture in public or commercial locations, outdoor lighting fixtures, fences, walls and roofing materials (hereafter referred to as outdoor proposals), as described in the Design Manual. Design review approval is required for all outdoor proposals which require a building permit, clearing and grading permit, or

which are part of a project or development requiring a site plan, conditional use or city council approval permit or utility extension agreement.

- B. Applicability and Review of Historic District Design Section. The Historic District Design section of the Design Manual shall apply to all activities described in subsection (A) above in the entire Historic District, except that in the R-1 Zone within the ~~historic district~~ Historic District development may, at the option of the property owner, development shall conform strictly to either the standards of Chapter 17.16 GHMC or the standards contained in the design manual Design Manual. Exercise of this option by the property owner shall not affect the City's ability to require compliance with all other applicable codes.

Section 3. Section 17.98.035 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.035 Design allowances Review Criteria. All sections of this ~~title chapter or the Design Manual,~~ which provide criteria for DRB design review ~~decision making,~~ shall be considered criteria for design allowances review approval and not design variances. Design exceptions allowances shall be processed as a Type II application in accordance with all design review application and review criteria of this chapter. in accordance with the criteria and procedures set forth in GHMC Section 17.98.060. General and administrative variances are processed as set forth in chapter 17.66 GHMC.

Section 4. Section 17.98.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.98.040 Design Review application requirements.

~~Application for design review, whether administrative or through the City's design review board (DRB), shall be submitted in such detail as to allow the review of the specific project on the merits of the City's design manual and other applicable codes. A formal design review application must be submitted for any project requiring city approval or permits, or for any project which will be reviewed by the DRB.~~

Projects which require design review in one or more of the categories listed under subsections (A) through (E) of this subsection shall be reviewed under one application addressing each category under review, or under a separate application for each individual category. To be considered complete, a completed

application form along with required design review fees must be submitted to the City Community Development Department. In addition, the following information must be submitted with applications for each category of requested design review:

A. Site Plan Review.

1. Site Plan. A site plan, drawn to scale no smaller than one inch equals 30 feet showing location and size of all structures, buffer areas, yards, open spaces, common areas or plazas, walkways and vehicle areas.
2. Vegetation Plan. A significant vegetation plan which accurately identifies the species, size and location of all significant vegetation within the buildable area and within five feet of all setback lines.
3. Landscape Plan. A preliminary landscape plan showing the species, size and location of all significant natural vegetation to be retained.
4. Site Section Drawings. Section drawings which illustrate existing and proposed grades in specified areas of concern as that may be identified by the staff. Alternatively, a topographic map of the property, delineating contours, existing and proposed, at no greater than five foot intervals and which locates existing streams, marshes and other natural features may be submitted.
5. Grading and Drainage Plan. An accurate grading and drainage plan which indicates all cuts, fills and required areas of disturbance necessary to construct all retaining walls and structures.
6. Utilities Plan. A utilities plan showing location of utilities in relation to landscape and buffer areas (utility plan must be consistent with proposed areas of nondisturbance).

B. Landscaping and Paving Review.

1. Final Landscape Plan. A final landscape plan showing type, size, species, and spacing of all retained and new vegetation.
2. Irrigation Plan. Showing irrigation of all domestic vegetation.
3. Paving Materials. Description of all pedestrian and vehicular paving materials. Descriptions must specify type, color and/or texture.

C. Architectural Design Review.

1. Elevation Drawings. Complete elevation drawings of all buildings showing all trim details, dimensions and proposed materials including roofing, siding, windows and trim.
2. Sign Plan. A master sign plan or individual sign plans showing the location of signage on buildings, ~~proposed sign colors, materials, design and methods of illumination~~, consistent with GHMC Chapter 17.80.
3. Architectural Lighting Details. Details on all lighting proposals which affect architectural detailing (e.g., indirect lighting), or which are for architectural enhancement.
4. Screening details. Details on how all mechanical and utility equipment will be screened.

D. Color and Material Review.

1. Color Palette. A color palette of the building's exterior including roof, siding, trim.
2. Material Samples. Sample colors of all factory finished materials including roofing and masonry materials.
3. Fencing Details. Color, type and specification of all fencing and screening materials.

E. Outdoor Lighting and Accessories Review.

1. Light Fixture Detail. The type, model, color, location, height, wattage and area of illumination for all outdoor light fixtures.
2. Accessory Details. The type, model, color and location of all outdoor furniture, trash receptacles and accessories.

Section 5. Section 17.98.050 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. A new Section 17.98.050 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.98.050 Design Review and Project Approval. The applicant shall choose one of the following application review paths, based upon whether or not the application strictly conforms to the Design Manual:

- A. Director's Review. A design review application may be processed by the Director as follows:
 1. The application shall be reviewed for compliance with the Design Manual and all other applicable codes. The director shall issue a final decision approving the

application or portions thereof if he/she finds that the application or portions of the application satisfy the strict requirements of the Design Manual. The Director shall not approve any application or portion thereof that does not comply with applicable codes.

2. An applicant may choose to submit an application for review by the Director on a single category or multiple categories from GHMC Section 17.98.040. If an applicant chooses to submit fewer than all categories from GHMC Section 17.98.040, the Director shall only provide preliminary decisions on each category. Once the City has received a complete application (meaning that all information has been submitted for processing of all categories listed in GHMC Section 17.98.040), the Director shall issue a final decision on the entire application. The preliminary decisions made by the Director on each category may be different from the final decision on the entire application, with regard to each category.
3. A notice of complete application shall not be issued until the City has received a complete application (as described in Section 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in Title 19 GHMC for a Type III project permit application. The complete application shall otherwise be processed as a Type II project permit application, and a final decision shall be issued on a complete application before the deadline established in GHMC Section 19.05.009. If the final decision is appealed, the appeal shall be considered in an open record hearing, as described in Title 19 GHMC.

B. Design Review Board Review. A design review application may be processed by the Design Review Board as follows:

1. The Board shall review an application or that portion of an application which does not strictly conform to the specific requirements of the Design Manual under the following criteria: (i) whether the alternative design presented by the application represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and (ii) whether the alternative design meets the intent of the general requirements of the Design Manual. The Design

Review Board shall not review or make a recommendation on any application or portion of an application that does not satisfy all other applicable codes.

2. The Board's processing of an application or portion of an application under this subsection is exempt from project permit processing in Title 19 GHMC. If an applicant chooses to submit an application for review by the Board, it shall submit a written waiver acknowledging that the application or portion thereof will not be processed under Title 19 GHMC, except to the extent described in this subsection 17.98.050(B).
3. If an applicant chooses to submit fewer than all categories from GHMC Section 17.98.040, the Board shall only provide preliminary recommendations on each category. Once the City has received a complete application (meaning that all information has been submitted for processing of all categories listed in GHMC Section 17.98.040), the Board shall issue a recommendation on the entire application. This recommendation may be different from the preliminary recommendation provided on each of the categories listed in GHMC Section 17.98.040 with regard to each category.
4. A notice of complete application shall be issued on the application once the City has received a complete application (as described in Section 17.98.040). A notice of application shall be issued for any complete application processed under this subsection, as set forth in Title 19 GHMC for a Type III project permit application.
5. An application for the Board's review of a category listed in GHMC Section 17.98.040 or a complete application shall proceed as follows:
 - a. The Planning Staff shall send notice of a public meeting to property owners within 300 feet of the subject property.
 - b. The public meeting shall be scheduled to be held in the same manner as a public hearing, as set forth in GHMC Section 19.03.003.
 - c. The Board shall hold a public meeting on the application or the portion of the application.

- d. After the public meeting, the City staff shall draft the Board's preliminary recommendation or recommendation on the application or portion thereof.
- e. Once a complete application has received a recommendation from the Board, an open public hearing before the Hearing Examiner shall be scheduled for the application or both the application and the underlying permit application.
- f. Notice of the public hearing shall be sent as provided in GHMC Section 19.03.003.

Section 6. Section 17.98.060 of the Gig Harbor Municipal Code is amended to read as follows:

17.98.060 Variances. Exceptions

A. Processing. An exception requested under this section shall be processed in conjunction with a Design Review application, and shall follow the procedures for permit processing by the Board as set forth in GHMC Section 17.98.050(B). An exception is used in those situations in which an applicant does not provide an alternative design to the requirements of the Design Manual.

B. Application. The requirements for a complete Design exception application are:

1. Submittal of a complete design review application as set forth in GHMC Section 17.98.040.

2. A written statement describing the requested exception.

3. A written statement justifying the granting of the requested exception pursuant to the criteria of GHMC Section 17.98.060(D).

C. Board Action. The Board shall issue a recommendation to the Hearing Examiner on an exception application.

D. Criteria for Approval. All of the following circumstances must be shown to exist for approval of a Design exception:

~~A. Required Findings. Variances from the requirements of the Design Manual may be granted by the DRB as a type II application, except that variances affecting height and setbacks which exceed the limitations established in GHMC 17.66.020(A) must be reviewed by the hearing examiner as per the Type III general~~

~~variance procedures established in GHMC 17.66.030. Before a design variance can be granted, the design review board shall make findings of fact setting forth and showing that all of the following circumstances exist:~~

1. Special conditions and circumstances exist which render a specific requirement of the Design Manual unreasonable unnecessary, given the location and intended use of the proposed development;
2. The special conditions and circumstances are characteristic of the proposed general use of a site and not of a specific tenant;
3. The special conditions and circumstances are not representative of typical retail, professional office or residential type development that may be allowed within the zoning district;
4. The requested exception variance—is based upon functional consideration rather than economic hardship, personal convenience or personal design preferences;
5. Architectural changes in the project design as a result of the exception variance—have been sufficiently compensated by other architectural embellishments, and site plan changes as a result of the exception variance—have been sufficiently compensated by other site amenities; and
6. The requested exception variance—will not result in a project that is inconsistent with the intent and general scope of the design manual standards.

~~**B. Notice.** Notice of the increased height approved by the DRB under increased height options described in the design manual shall be sent to owners of all contiguous parcels.~~

Section 8. Section 17.98.070 of the Gig Harbor Municipal Code shall be amended to read as follows:

17.98.070 Recommendations, Decisions and Appeals.
Appeals of the Director's or DRB's Decision.

- A. The decision rendered by the Director or the recommendation by the Design Review Board shall be in writing. The Design Review Board Chair shall sign the recommendation to be

forwarded to the Hearing Examiner. The decision/recommendation shall describe the facts surrounding the application, the applicable Design Manual provisions triggered by the application, include an analysis of the facts and applicable Design Manual provisions to the facts, and shall include conclusions supporting the approval, denial or recommendation for approval or denial under the Design Manual.

- B. A decision of the Director may be appealed as set forth in Title 19 GHMC for a Type II project permit application. A recommendation of the Design Review Board on an application or exception will be acted upon by the hearing examiner in an open record hearing either on the design review application or the underlying project permit application.

~~The planning director's decision may be appealed to the hearing examiner if the applicant believes that the director interpreted the specific requirements of the design manual incorrectly. The decision of the DRB may be appealed to the hearing examiner by parties of record, if the parties of record believe that the DRB interpreted the general requirements of the design manual incorrectly. Appeals are subject to the provisions of chapter 19.06 GHMC.~~

Section 9. Section 17.98.080 of the Gig Harbor Municipal Code is hereby repealed.

Section 10. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 11. 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: _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: HAZEN ANNEXATION PETITION (03-02)
DATE: SEPTEMBER 8, 2003

INFORMATION/BACKGROUND

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on June 23, 2003 with regards to the proposed annexation of property located east of Soundview Drive and north of 64th Street. At that time, the Council voted to authorize circulation of the annexation petition subject to the certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; that the property owners assume a proportionate share of the City's indebtedness; and a modification to the eastern boundary of the proposed annexation. The Council then took action on August 11, 2003 to accept the modified legal description based on comments received from Pierce County.

The City received a petition for annexation on August 14, 2003, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on September 3, 2003 as being legally sufficient.

The Council must now hold a public hearing to consider a resolution approving the annexation as presented. Prior to such a hearing, public notice must be published in the Peninsula Gateway ten days prior to the date of the hearing and notice must be posted in three areas within the area proposed for annexation.

POLICY CONSIDERATIONS

None.

FISCAL IMPACT

None.

RECOMMENDATION

I recommend that the Council set a public hearing date of October 13, 2003 for the consideration of a resolution approving the annexation as proposed.



Pierce County
Auditor's Office

September 3, 2003

Pat McCarthy
Pierce County Auditor

Keri Rawlings-Rooney
Chief Deputy Auditor

Lori Grant
Fiscal Manager

Steve Kosche
Information Specialist

Lori Augino
Elections Manager

Pat McLenn
Licensing Supervisor

Patti Shay
Licensing Supervisor

Suzi Kosche
Recording Manager

Toni Fairbanks
Chief Clerk
Boundary Review Board
2401 S. 35th St.
Tacoma, WA 98409

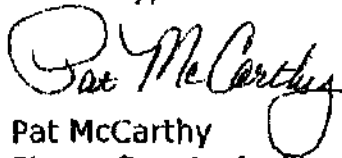
Re: Hazen Petition for Annexation, Gig Harbor, WA (ANX 03-02)

Dear Ms. Fairbanks:

The Pierce County Auditor's Office-Election Department has completed checking the signatures on the above mentioned petition. They determined that there are 31 registered voters in the area and there were 17 valid signatures on the petition.

If you have any questions or concerns, please do not hesitate to call the office at 253-798-7131.

Sincerely,


Pat McCarthy
Pierce County Auditor

Cc: Molly Towslee, City Clerk
Linda Hazen

2401 South 35th Street, Room 200 • Tacoma, WA 98409-7481

Administration
P 253.798.3189
F 253.798.3182

Elections
P 253.798.7430
F 253.798.2761
T 800.446.4979



Recording
P 253.798.7440
F 253.798.2761

Licensing
P 253.798.3649
F 253.798.3701

**Pierce County**

Office of the Assessor-Treasurer

2401 South 35th Street, Room 142
Tacoma, Washington 98409-7498
(253) 798-6111 • FAX (253) 798-3142
ATLAS (253) 798-3333
www.co.pierce.wa.us/ptr

KEN MADSEN
Assessor-Treasurer

State of Washington)
County of Pierce)ss.

DECLARATION

I, Ken Madsen, Assessor-Treasurer of Pierce County, do hereby certify that the Petition entitled: Hazen, submitted to me by the City of Gig Harbor, bears the names and purported signatures of persons who are owners or part owners of parcels lying within the proposed annexation and are owners of the majority of the acreage of the area proposed for annexation. The undersigned cannot certify the authenticity of the signatures of such named owners, because authenticated signatures of all such owners are not required to be kept in the records of Pierce County for such real property.

I declare under penalty of perjury under the laws of the State of Washington that I have read the foregoing declaration, and know the contents thereof to be true.

Dated this 3rd day of September 2003, in Tacoma, Washington.

A handwritten signature in cursive script that reads "Ken Madsen".

Ken Madsen, Assessor-Treasurer



"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 MEMBER'S
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NORTHWEST GIG HARBOR EMPLOYMENT CENTER ANNEXATION
(ANX 03-04)
DATE: SEPTEMBER 8, 2003

INFORMATION/BACKGROUND

The City has received a 'Notice of Intention to Commence Annexation Proceedings' for a proposed annexation of approximately two hundred and twenty six (226) acres of property west of Highway 16, south of the Washington Correction Center for Women, and north of Rosedale Street. This area is adjacent to the existing City limits and located within the urban growth boundary. The request was received on July 1, 2003. Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is predominately Employment District (ED) with Single-Family Residential (R-1) located to the west and south.

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment on July 1, 2003. E-mailed comments from Pierce County were received on July 18, 2003. The legal description and map have been revised to reflect these comments with one exception. The last comment correctly notes that the proposed annexation splits parcel 01211011009. The Urban Growth Boundary splits this parcel and annexation of land outside of the UGA is prohibited by R.C.W. 35A.14.005. Pierce County has since clarified their position on this comment by indicating that the proposal to split the parcel is not an issue (E-mail from Toni Fairbanks, Clerk of the BRB dated August 28, 2003).

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

The Council is required to meet with the initiating parties within sixty (60) days of the filing of the request to commence annexation proceedings to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;

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

The Council set the date of September 8, 2003 for such a meeting on August 11, 2003. Notice of this meeting was sent to property owners of record within and around the area proposed for annexation on August 27, 2003.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The area proposed for annexation is vacant and uninhabited. As such, the petition must be signed by the owners of a majority of the acreage of the area considered for annexation.

POLICY CONSIDERATIONS

The Chief of Police has identified no public safety related impacts and has no opinion on the annexation as proposed.

Pierce County Fire District #5 had no comment on the annexation as proposed.

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

The City of Gig Harbor Engineer reviewed this request and had no comment on the annexation as proposed.

The Planning and Building Manager notes that there is an inconsistency between the pre-annexation zoning and the comprehensive plan map for those properties on the western boundary. The pre-annexation zoning for this area is Single-Family Residential (R-1) while the comprehensive plan designates this area as Employment Center (EC). The EC designation is implemented with the Employment District (ED) zone. The Planning Commission considered the zoning issue related to this annexation when it was initially proposed in early 2002. The Planning Commission recommendation, dated March 8, 2002 is that the zoning be reflective of and implement the adopted November 1994 City of Gig Harbor Comprehensive Plan Generalized Land Use Map i.e. areas designated Employment Center (EC) be zoned Employment District (ED); areas designated Residential Low (RL) be zoned Single-Family Residential (R-1); and areas designated Public/Institutional (PI) be zoned Public-Institutional (PI).

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

RCW 36.93.180

Objectives of boundary review board.

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

- (1) Preservation of natural neighborhoods and communities;

Comment: The proposed annexation area is vacant and uninhabited.

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

Comment: The proposed annexation is bounded by Bujacich Road to the north, Highway 16 to the east, Rosedale Street to the south, and the Urban Growth Boundary to the west.

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

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

- (4) Prevention of abnormally irregular boundaries;

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

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

Comment: Not applicable with regards to this proposed annexation.

- (6) Dissolution of inactive special purpose districts;

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

- (7) Adjustment of impractical boundaries;

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

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

Comment: The proposed annexation is of an unincorporated area with lot sizes ranging from 0.57 to 26.97 acres in size. The proposed annexation area is within the City's Urban Growth Boundary and is predominately planned for employment district development.

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

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

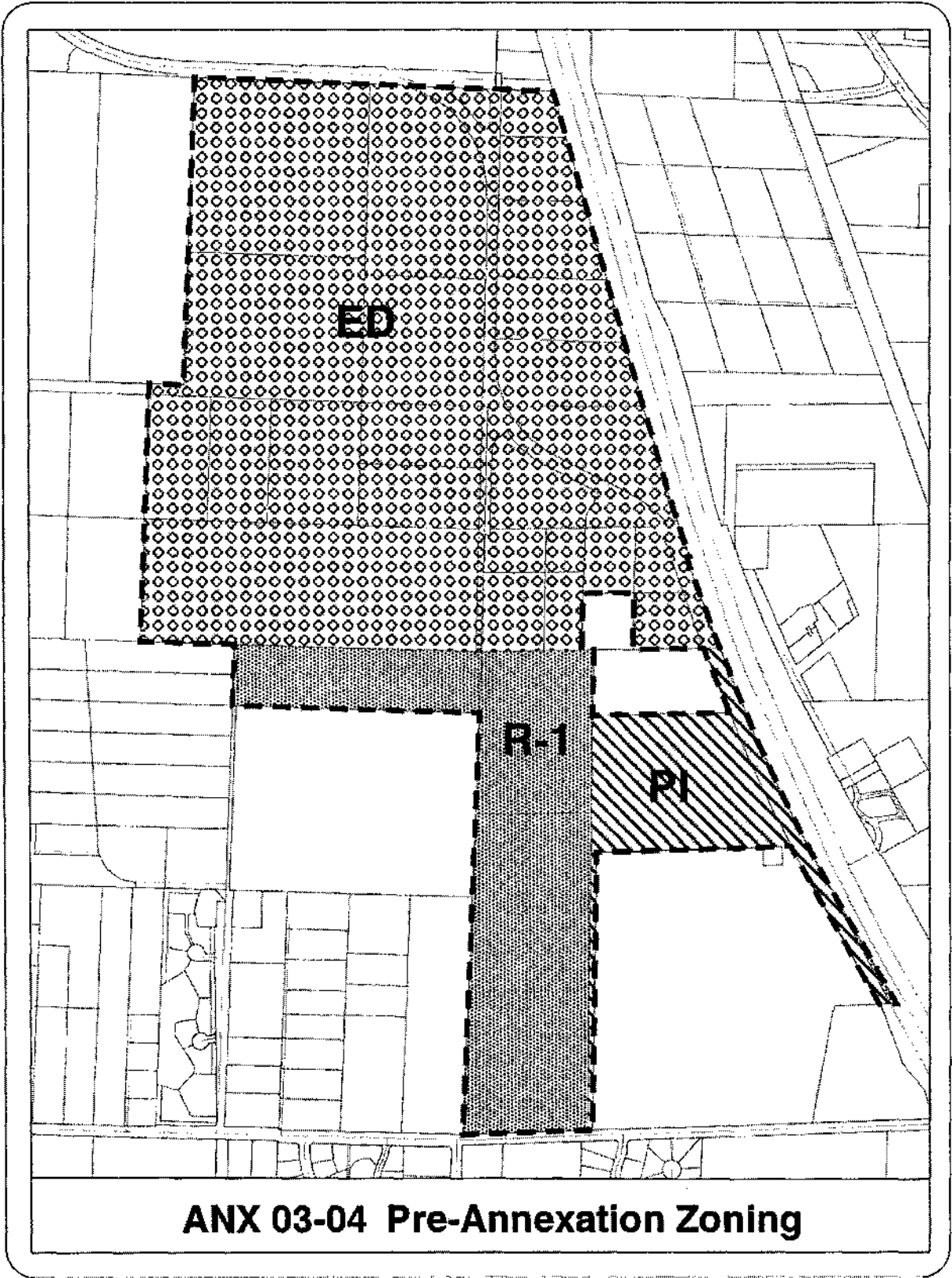
FISCAL CONSIDERATIONS

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

RECOMMENDATION

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

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; &
2. The City will require the simultaneous adoption of Employment District (ED), Public Institutional (PI), and Single-Family Residential (R-1) zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686 as recommended by the Planning Commission on March 8, 2002.



ANX 03-04 Pre-Annexation Zoning



TOUCHSTONE CORPORATION

RECEIVED
CITY OF GIG HARBOR

JUL 01 2003

COMMUNITY
DEVELOPMENT

July 1, 2003

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

RE: Notice of Intention to Commence Annexation Proceedings
Northwest Gig Harbor Employment Center

Dear Mayor and City Council:

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

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

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

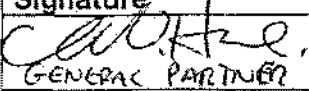
1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance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

This Notice of Intention of Commence Annexation Proceedings is signed by the Bay Estates Associates representing 16.875% of the area proposed for annexation. If the City accepts this initial annexation proposal, signed petitions from owners of at least 50% of the area proposed for annexation will be submitted.

On behalf of the property owners, we look forward to a successful outcome.

Sincerely,

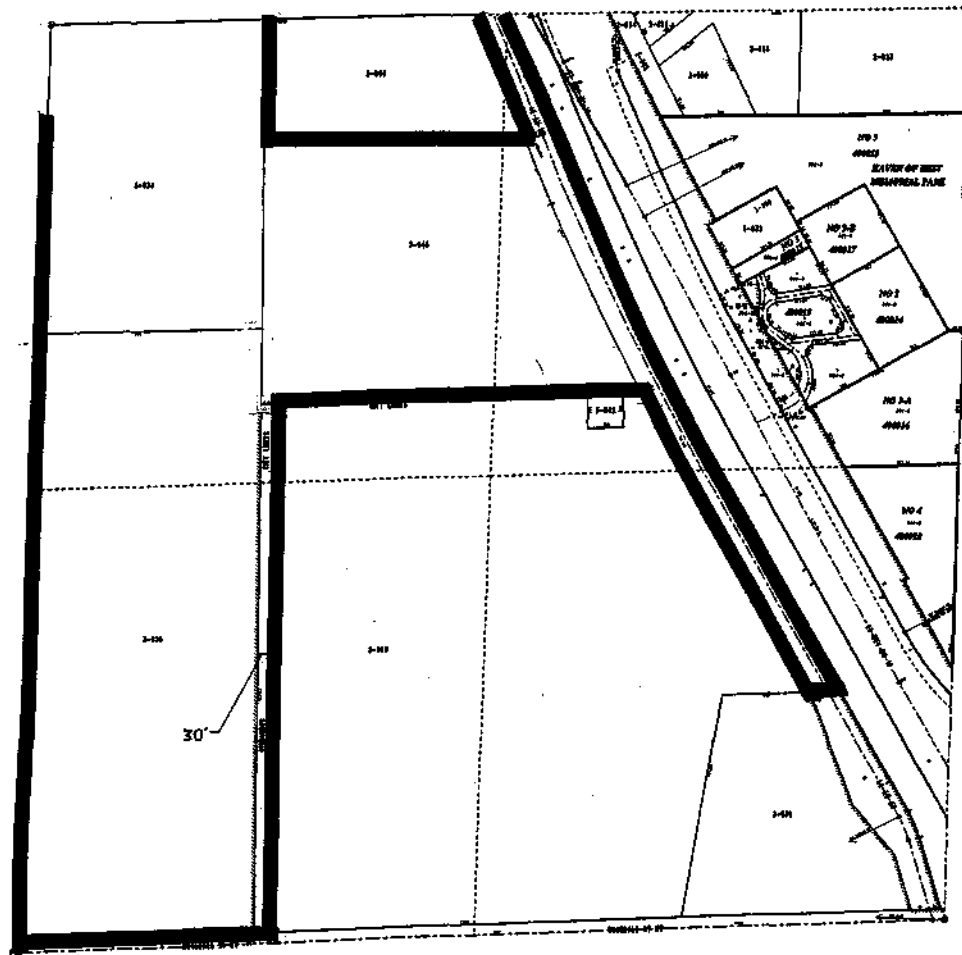
Douglas Howe

| Resident/Owner Signature | Printed Name | Address & Tax Parcel Number | Date Signed |
|--|---------------------------------------|--|---------------|
|  GENERAL PARTNER | Douglas O. Howe Bay Estates Assoc. | 54th Av. NW 0121011010 / 0121011009 | June 30, 2003 |
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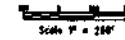
Gig Harbor Annexation Petitions
2003

| Parcel Owner | Parcel Number(s) | Acreage | Signed Petition Acreages |
|--------------------------------|------------------|---------|-----------------------------|
| Bay Estates | 0121011010 | 17.80 | |
| | 0121011009 | 19.22 | |
| Puget Sound Energy | 0121011026 | 13.87 | |
| Eva Proby | 0121011005 | 9.52 | |
| Peninsula Property Associates | 0121011012 | 26.97 | |
| Chiara Diane Wood | 0121011014 | 5.00 | |
| | 0121011015 | 5.00 | |
| | 0121011017 | 5.00 | |
| | 0121011018 | 5.00 | |
| Lyle & Carla Holcomb | 0121011016 | 7.44 | |
| David Sizemore | 0121011025 | 0.57 | |
| Craig Webster | 0221062057 | 1.81 | |
| Peninsula Equipment | 0221062071 | 3.21 | |
| Signwagon Partnership | 0221062072 | 5.03 | |
| Hemley's Septic Tank Cleaning | 0221062073 | 5.00 | |
| Intl. 4-Square Church | 0221062074 | 5.94 | |
| Edmond Richards | 0221062091 | 4.58 | |
| Glacier Northwest | 0221062092 | 6.28 | |
| Mountain View Development Co. | 0221063034 | 12.59 | |
| | 0221063035 | 26.04 | |
| D. Johnson Homes | 0221066001 | 2.18 | |
| CMC Development | 0221066003 | 2.18 | |
| Wildblue Communications | 0221066005 | 1.80 | |
| | 0221066006 | 1.15 | |
| Douglas & Jill D'Olivo | 0221066011 | 2.01 | |
| | 0221066012 | 3.21 | |
| John & Marilyn Ross | 0221066014 | 1.45 | |
| Cropsey LLC (Shaw) | 0121014001 | 9.58 | |
| Pierce County | 0221063045 | 15.56 | |
| Peninsula School District #401 | 221063043 | 1.03 | |
| | Total Acreage | 226.02 | |

GIG HARBOR ANNEXATION
SW06-21N-R02E
ASSESSOR'S PARCEL MAP



SW06-T21N-R02E



DATE OF MAP PREPARATION 12/21/20

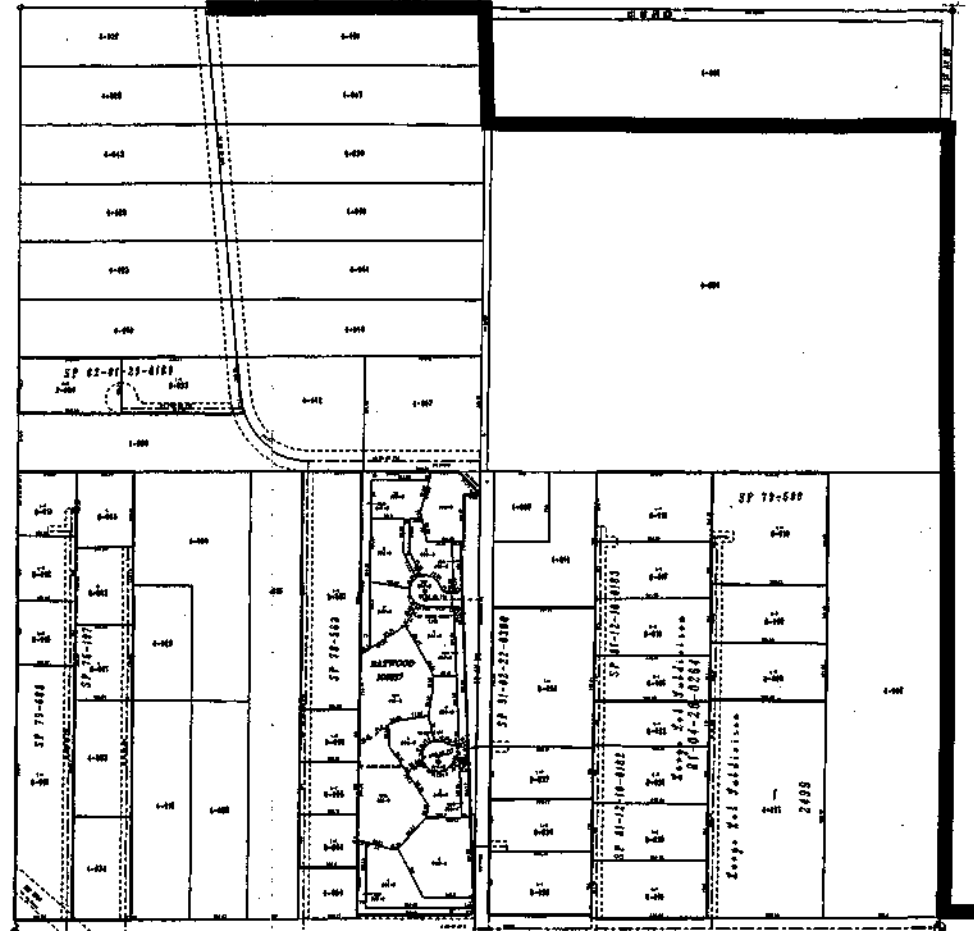
Public Services Building
 2021 S. 200th Street, Room 712
 Tacoma, Washington 98401

Copyright 2021 Pierce County, Washington

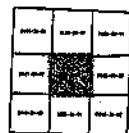
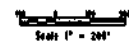


THIS IS NOT A SURVEY
 NO ONE SHALL CONVEY BY THIS MAP
 OR RECORD OR LIEN OR ENCUMBRANCE
 UNLESS IT BEING FIRST
 FILED WITH THE COUNTY CLERK

GIG HARBOR ANNEXATION
SE01-21N-R01E
ASSESSOR'S PARCEL MAP



SE01-T21N-R01E



DATE OF MAP PREPARATION 10/20/11

Public Services Building
 200 S. 20th Street, Room 302
 Tacoma, Washington 98502

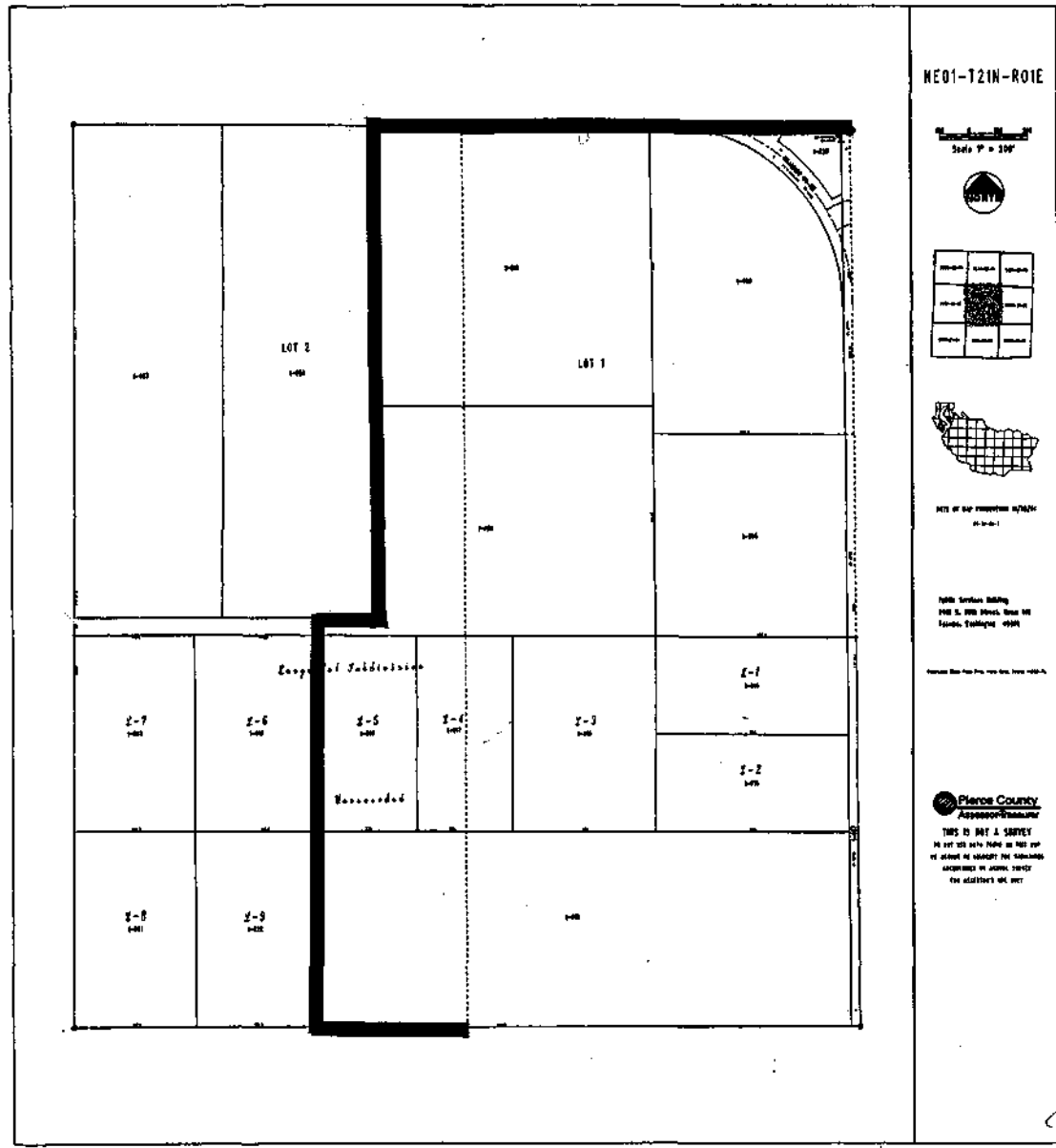


THIS IS NOT A SURVEY
 TO BE USED FOR TITLE PURPOSES OR FOR THE
 TO VERIFY OR CORRECT THE RECORDS
 AS SUPPLIED BY PUBLIC SURVEY
 THE JURISDICTION OF THE STATE

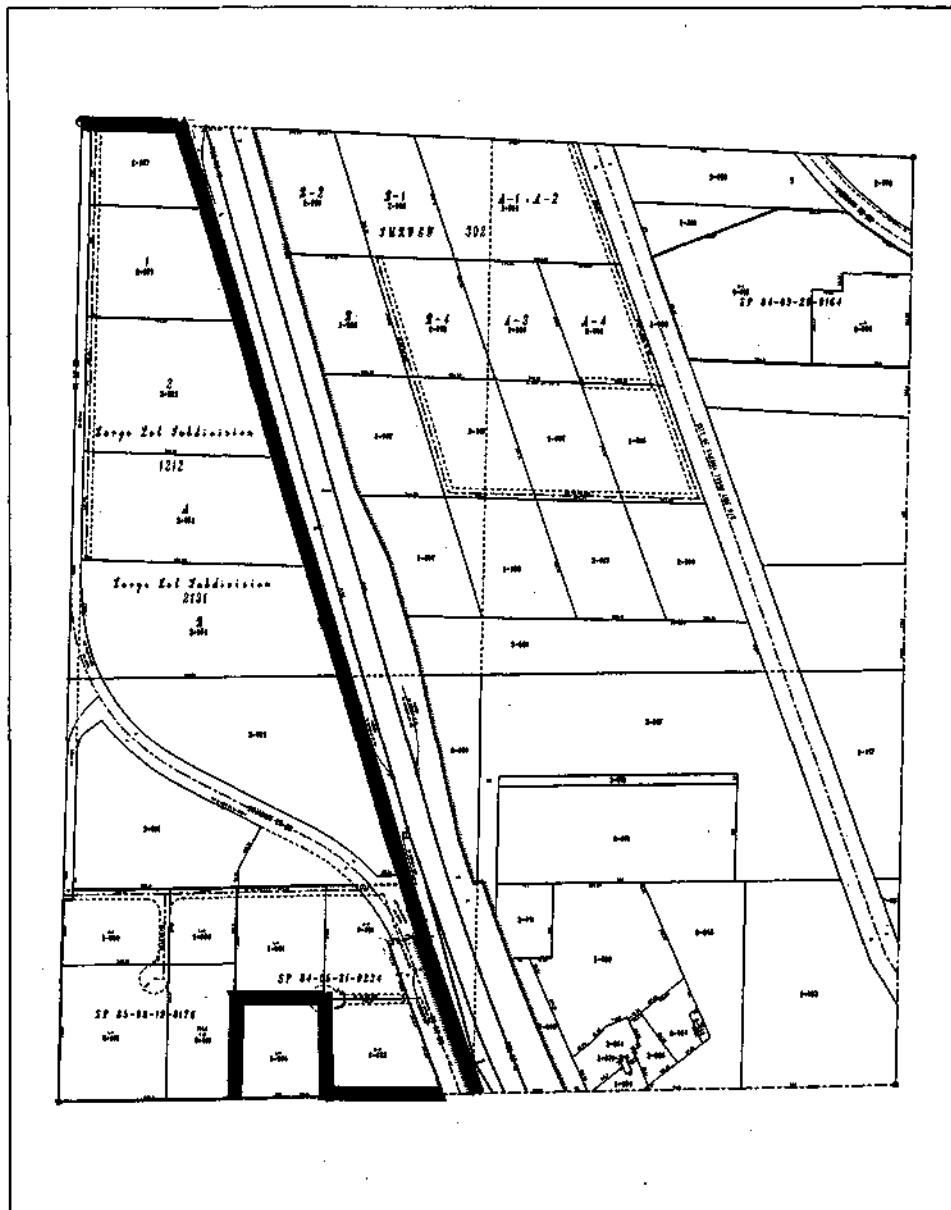
GIG HARBOR ANNEXATION

NE01-21N-R01E

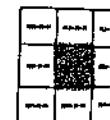
ASSESSOR'S PARCEL MAP



GIG HARBOR ANNEXATION
NW06-21N-R02E
ASSESSOR'S PARCEL MAP



NW06-21N-R02E



DATE OF MAP PREPARATION 4/17/21
 44-01-01

Public Justice Office
 200 S. 10th Street, Suite 101
 Corvallis, Oregon 97330

Responsible for Map Accuracy: Public Justice Office

Pierce County
 Assessor-Recorder

THIS IS NOT A SURVEY
 BY THE COUNTY. THERE IS NO GUARANTEE
 OF ACCURACY OR LIABILITY FOR DAMAGES
 INCLUDING BY OTHER SURVEY
 FOR ANYTHING TO THE BEST

July 29, 2003
File #27705/0

**GIG HARBOR ANNEXATION
LEGAL DESCRIPTION**

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER, AND THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, THE NORTHEAST QUARTER, AND THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 21 NORTH, RANGE 1 EAST, ALL OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON AND MORE SPECIFICALLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE AFOREMENTIONED SECTION 6; THEN EASTERLY ALONG THE NORTH LINE THEREOF, 310.4 FEET MORE OR LESS, TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SR-16, AS SHOWN ON WASHINGTON STATE DEPARTMENT OF HIGHWAYS MAP ENTITLED SR-16 MP 8.34 TO MP 18.87, NARROWS BRIDGE TO OLYMPIC DRIVE, SAID POINT BEING 75 FEET LEFT OF STATION 1272 + 94.9 AS DEPICTED ON SAID HIGHWAY PLANS; THENCE SOUTHEASTERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE 2,594.90 FEET TO STATION 1247 + 00 AND AN ANGLE POINT IN SAID RIGHT-OF-WAY LINE; THENCE SOUTHWESTERLY PERPENDICULAR TO THE AFOREMENTIONED WESTERLY RIGHT-OF-WAY LINE, 15.00 FEET TO AN ANGLE POINT IN SAID WESTERLY RIGHT-OF-WAY LINE; THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE, SAID LINE ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF 46TH AVENUE N.W., AS SHOWN IN THE DOCUMENT RECORDED UNDER AUDITORS FILE NUMBER 8106080152, TO THE NORTH LINE OF THE SOUTH HALF, OF THE SOUTH HALF, OF THE SOUTH HALF OF THE AFOREMENTIONED SECTION 6; THENCE WESTERLY ALONG SAID NORTH LINE TO THE WESTERLY MARGIN OF THE AFOREMENTIONED 46TH AVENUE N.W.; THENCE NORTHWESTERLY ALONG SAID MARGIN TO THE SOUTHEAST CORNER OF LOT 3 OF PIERCE COUNTY SHORT PLAT RECORDED UNDER AUDITORS FILE NUMBER 8405310234; THENCE WESTERLY ALONG THE SOUTH LINE THEREOF, 369.82 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3; THENCE NORTHERLY ALONG THE WEST LINE OF SAID LOT 3, A DISTANCE OF 306.86 FEET TO THE SOUTHEAST CORNER OF LOT 1 OF SAID SHORT PLAT; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 272.00 FEET, TO THE WESTERLY LINE OF SAID SHORT PLAT; THENCE SOUTHERLY ALONG SAID WESTERLY LINE, 306.86 FEET, TO THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE AFOREMENTIONED SECTION 6; THENCE EASTERLY ALONG SAID LINE TO INTERSECT WITH A LINE HEREIN AFTER REFERRED TO AS LINE "A", SAID LINE BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION; THENCE NORTH 85°36'40" EAST, 700.00 FEET; THENCE NORTH 02°34'33" WEST, 1,530.77 FEET; THENCE NORTH 00°12'32" WEST, TO THE AFOREMENTIONED INTERSECTION AND

THE TERMINUS OF THIS LINE DESCRIPTION.

THENCE SOUTH 00°12'32" EAST ALONG SAID LINE "A", 350 FEET, MORE OR LESS, TO A LINE 350 FEET SOUTHERLY, AND PARALLEL WITH, SAID NORTH LINE OF THE SOUTHWEST QUARTER; THENCE EASTERLY ALONG SAID PARALLEL LINE TO THE WESTERLY RIGHT OF WAY LINE OF 46TH AVENUE N.W.; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE TO INTERSECT A LINE PARALLEL WITH AND 1530 FEET NORTH OF THE SOUTH LINE OF SAID SECTION 6; THENCE WESTERLY ALONG SAID PARALLEL LINE TO THE AFOREMENTIONED LINE "A"; THENCE SOUTH 02°34'33" EAST, ALONG SAID LINE "A" 1500.77 FEET, MORE OR LESS, TO THE NORTHERLY RIGHT OF WAY LINE OF ROSEDALE STREET N.W.; THENCE WESTERLY ALONG SAID NORTH RIGHT OF WAY LINE TO THE WEST LINE OF SAID SECTION 6; THENCE NORTHERLY ALONG THE LINE COMMON TO SAID SECTION 6 AND THE AFOREMENTIONED SECTION 1, TO THE NORTH LINE OF THE SOUTH 60 RODS OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 1; THENCE ALONG SAID NORTH LINE OF THE SOUTH 60 RODS, WESTERLY, 80 RODS; THENCE NORTH, PARALLEL WITH THE EAST LINE OF SAID SECTION 1, TO THE SOUTH LINE OF THE NORTHEAST QUARTER THEREOF; THENCE WESTERLY ALONG SAID SOUTH LINE TO THE EAST LINE OF THE WEST 825 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 1; THENCE NORTHERLY ALONG SAID EAST LINE AND SAID EAST LINE EXTENDED NORTHERLY, TO A LINE WHICH IS 60 FEET NORTH OF, AND PARALLEL WITH, THE NORTH LINE OF SAID SOUTHWEST QUARTER OF THE NORTHEAST QUARTER; THENCE EASTERLY ALONG SAID LINE TO THE EAST LINE OF THE WEST 40 ACRES, OF GOVERNMENT LOT 2 OF THE AFOREMENTIONED SECTION 1; THENCE NORTHERLY ALONG SAID EAST LINE TO THE NORTH LINE OF AFOREMENTIONED NORTHEAST QUARTER; THENCE EASTERLY, ALONG SAID NORTH LINE, TO THE NORTHEAST CORNER, OF SAID NORTHEAST QUARTER, OF SAID SECTION 1, SAID POINT ALSO BEING THE NORTHWEST CORNER, OF THE NORTHWEST QUARTER, OF THE AFOREMENTIONED SECTION 6, AND THE POINT OF BEGINNING.

MFG/lmm

1/27705/doc-rpts/legal/stamped_mfg072903



From: Klontz, Julie
Sent: Friday, July 18, 2003 4:32 PM
To: Fairbanks, Toni
Cc: Duncan, Bruce; Hamashima, Jesse; DePaul, Tony
Subject: Gig Harbor- NW Employment Center Annexation

Toni,

These are the final combined comments for the proposed NW Employment Center Annexation. Please forward them to the City of Gig Harbor, including the attachments below. Thanks. Julie

The legal description for the NW Employment Center does not match the legal description. More specifically, the comments are as follows:

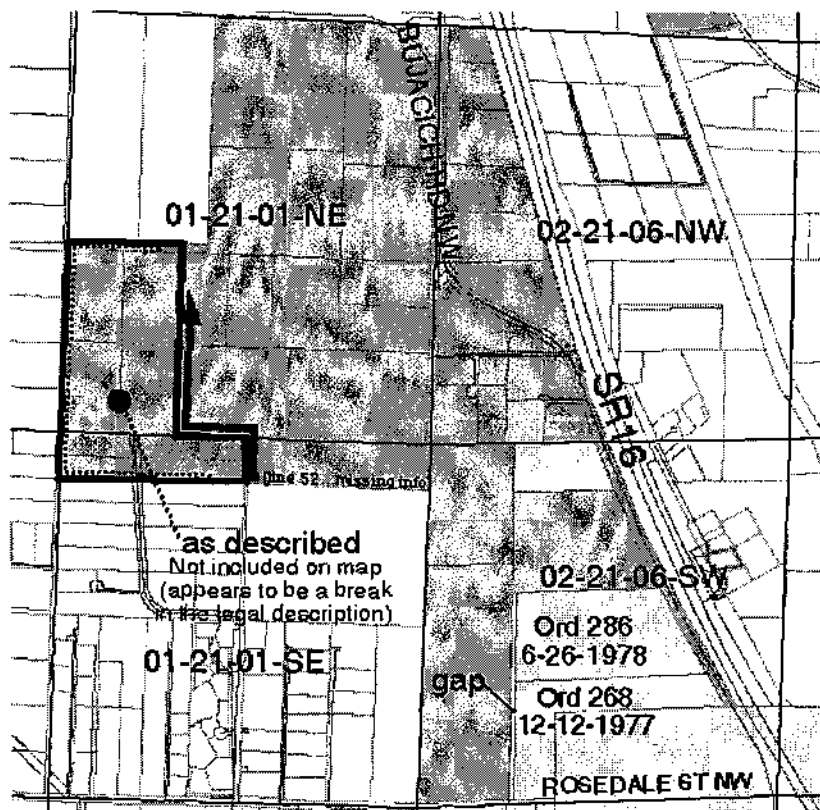
Line 15-- change 25.00 feet to 15.00 feet

The described Line "A" does not follow the existing city limits; therefore, creating an unincorporated gap between this proposal and the existing city limits. The city limits established by Ordinance No. 268 (12/12/1977) established the west boundary as 30 feet east of the east boundary of parcel 0221063035; whereas, Ordinance No. 286 (6/26/1978) established the west boundary as 30 feet east of Line "A." This annexation will need to follow the boundary established in these previous annexations.

Lines 47 & 48-- the heading of west on the north right-of-way line of Rosedale Street NW will never intersect the southeast corner of Section 6. The description could be changed to intersect the west line of said Section 6.

The submitted legal description contains possible omissions at about line 52. The description has a rough transition from the southeast quarter of Section 1 to the northeast quarter, and if literally followed might take in additional territory beyond what was shown on the submitted maps. Please review and amend this portion of the description.

Line 55-- This splits parcel 0121011009.



From: Fairbanks, Toni
Sent: Thursday, August 28, 2003 4:50 PM
To: Vodopich, John
Cc: Vincent, Chip
Subject: Re: GH Annexations

John,

Please see below. I would appreciate it if you would apprise Ms. Hazen on her case as I am unable to reach her at this time. Thanks. Toni

>>> "Vodopich, John" <vodopichj@cityofgigharbor.net> 08/27/03 09:57AM >>>
Toni:

I was wondering if I could get a status report on the annexations we have pending:

* Hazen (ANX 03-02) - Petition for annexation received on August 14th and hand delivered to PC Auditors office by the applicant on August 15th. Christi (sp?) at PC elections confirmed receipt of petition by telephone on August 15th. City is awaiting PC certification of sufficiency of petition

Clerk has not received certification from elections of these petitions as yet. When certification is received and notice of intent is filed, the case will be scheduled for BRB

hearing.

* North Donkey Creek (ANX 03-03) - City Council modified geographic boundary by deleting the Tacoma Power ROW (at their request) on July 28th. Revised legal and map were sent to you on July 29th. City is awaiting PC comment on revised legal and map.

I'm sorry, but I do not have comment for you at this time. I will get back to you next week.

* NW GH Employment Center Annexation (ANX 03-04) - E-mailed comments received from you on July 18th. I E-mailed you on August 4th requesting clarification of one comment regarding a split parcel. I have discussed this with Chip Vincent and our City Attorney but have received no reply from the BRB. City Council to meet with petitioners on September 8th.

With regard to the split parcel issue, the reference from Public Works to the Countywide Planning Policies is not an issue. When referring to the Pierce County Code 18A.25.030 C.5.a, the city is not required to annex an entire parcel although it is preferred. Your proposal to split the parcel is not an issue. (Emphasis added)

* City of Gig Harbor Annexation (ANX 03-05) - Annexation for municipal purposes. Proposed Ordinance, map and legal sent to you for comment on July 22nd. No comments received from PC. Council adopted Ordinance on August 11th. Certified copy of Ordinance sent to you and County Council on August 25th.

Notice of this proposal with copies of ordinance, map, and legal have been received from the city and will distributed to affected agencies.

I would appreciate a status report from you on each of these so that I can advise the applicants as well as schedule these items before the City Council as needed.

Thanks for your assistance!

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170
(253) 853-7597 Fax
vodopichj@cityofgigharbor.net



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: CANTERWOOD DIVISION 12 SEWER REQUEST
DATE: SEPTEMBER 8, 2003

INFORMATION/BACKGROUND

Mr. Brian Callagan, on behalf of Canterwood Division 12 LLC, is requesting 71 ERUs of sewer for the Canterwood Division 12 development area. This sewer is intended for the new development of Division 12 on the northern boundary of Canterwood. This sewer facility is completely separate from the existing Canterwood sewer system. Division 12 will be a completely separate contracting entity with a unique STEP system that is joined to the city system at the same point of connection as the existing Canterwood system on Canterwood Boulevard.

POLICY CONSIDERATIONS

The City of Gig Harbor will not own or operate the private Division 12 STEP system, but will control the quality of influent to the city system through a contract. The 71 ERUs are being contracted under a separate sewer utility extension and capacity agreement. The only unusual recommendations in these agreements is that Division 12 will be allowed to develop a streetscape that looks like the rest of Canterwood and that Tracts 'G' and 'H' have special landscape and buffer considerations. The management of the other Canterwood STEP System has a problematic administrative history. Consequently, both Division 12 agreements require that before initial connection to the city system, all 71 units pay the entire connection fee. This will dramatically simplify administrative procedures in the future, will assure that undeveloped lots have sewer upon demand, and will eliminate future legal conflict over unrealized connections at the end of the contract term (that is, if any connections are made during the three year term of the agreement).

FISCAL CONSIDERATIONS

The current connection fee for sewer connection in the Zone C area is \$3,050. The capacity commitment payment for a three-year capacity commitment period is \$32,482.50. Within the three year term of the extension contract, all 71 ERU's will be charged at the then-current connection fee rate at the time of initial connection to the system. (The connection fee in this zone may be adjusted over time.) If all contracted sewer connections are not paid-in-full prior to the termination of the contract, then capacity commitment payment will be forfeit.

RECOMMENDATION

Staff recommends the approval of the Utility Extension and STEP System Management Agreements for Canterwood Division 12 as proposed.

**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 Rush Division 12 LLC, a Washington limited liability company, 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 Canterwood Blvd (street or right-of-way) at the following location: Baker Way and Canterwood Blvd.
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 71 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 August 25, 2006, 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 \$ 32,482.50 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. Also, consistent with the Canterwood Division 12 STEP system agreement, all fees for sewer connection under this contract (71 ERUs) shall be paid prior to the connection of the Canterwood Division 12 STEP System to the city sewer system.

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 "ch. 331, SSB 5409, Washington Laws 2003", 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: R-1

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 similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment, except that roadway geometrics, pedestrian amenities, and street lighting shall be consistent with standards applied to the Canterwood subdivision and except for Subsection C., Tracts 'G' and 'H' identified in Exhibit 'B', which follows this contract. With the exceptions noted above, 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.

C. Tracts 'G' and 'H' shall be supplemented with six (6) foot evergreen trees and native shrubs to meet the definition of dense vegetative screen: "...a physical buffer which is opaque to a height of six feet and broken to a height of 20 feet" (GHMC 17.04.269). No clearing, grading, fill or construction of any kind shall be allowed in Tracts 'G' and 'H' except for the placement of pervious trails no wider than four (4) feet and removal of diseased and dangerous trees as recommended by a certified arborist. All trees removed within Tracts 'G' and 'H' shall be replaced with at least three 6-foot native evergreen trees. All shrubs and understory plants removed with Tracts 'G' and 'H' shall be replaced with native shrubs and ground cover, which will ultimately cover 75 percent of ground area within three years. Underground utilities, paved trails and trails wider than four (4) feet are not allowed in Tracts 'G' and 'H'. The development shall proceed in conformance with the above conditions; the plat dated September 21, 2001, received by the City on June 3, 2003; and the landscape plan dated April 2003, received by the City on June 3, 2003. The plat and landscape plans are located in City file SUB 03-04 Canterwood Division 12.

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: GORDON RUSH
Title: PRESIDENT

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 person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she is 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

Legal Description:

Metes and Bounds Legal Description of the Southeast Quarter of the Northwest Quarter of Section 19, Township 22 North, Range 2 East, W.M.

Commencing at the Northwest corner of Section 19, Township 22 North, Range 2 East of the Willamette Meridian; thence S 88°18'44" E, 2570.51 feet to the North Quarter corner of said section; thence S 02°10'30" W, 1317.97 feet to the northeast corner of the southeast quarter of the Northwest Quarter of said section and the TRUE POINT OF BEGINNING; thence continuing S 02°10'30" W, 1317.97 feet to the center of said section; thence N 88°39'59" W, 1303.75 feet to the southwest corner of the southeast quarter of the Northwest Quarter of said section; thence N 02°00'10" E, 1321.98 feet to the northwest corner of the southeast quarter of the Northwest Quarter of said section; thence S 88°29'17" E, 1307.67 feet to the TRUE POINT OF BEGINNING.

Containing 1,723,375 Sq. Ft. (39.56 Acres) more or less.

Situate in Pierce County, Washington.



North Pacific Design Incorporated
 12515 1st Avenue
 Seattle, WA 98148
 (206) 465-4200

DATE: 08/01/03
 DRAWN BY: J. [Name]
 CHECKED BY: [Name]
 PROJECT NO: 03-001



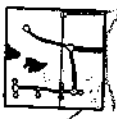
FRISH CONSTRUCTION COMPANY, INC.
 12515 1st Avenue
 Seattle, WA 98148
 (206) 465-4200

CANTERWOOD DIVISION 12
PLAT IMPROVEMENT PLANS
GIG HARBOR, WA

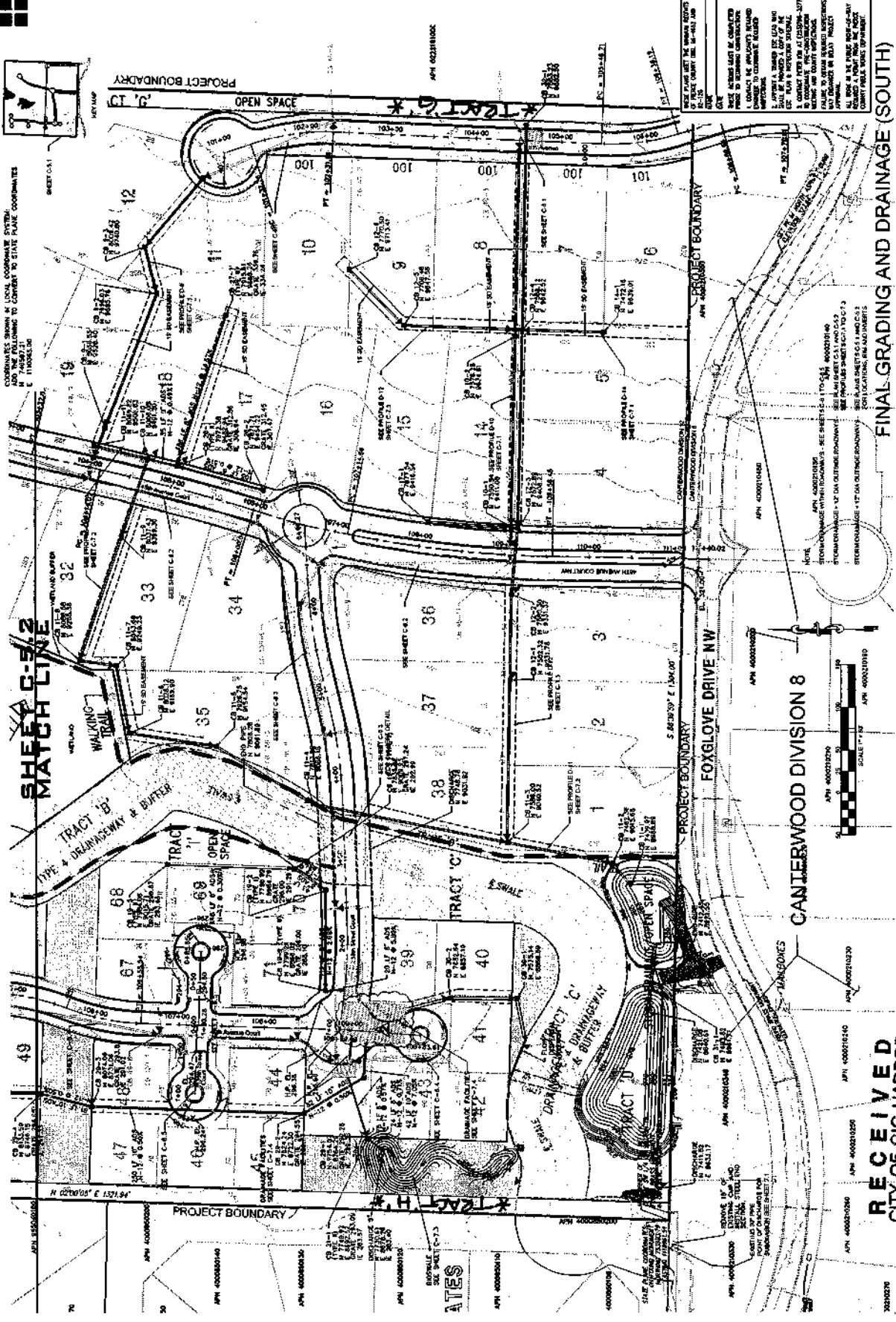
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FINAL GRADING & DRAINAGE PLAN

C-5.1
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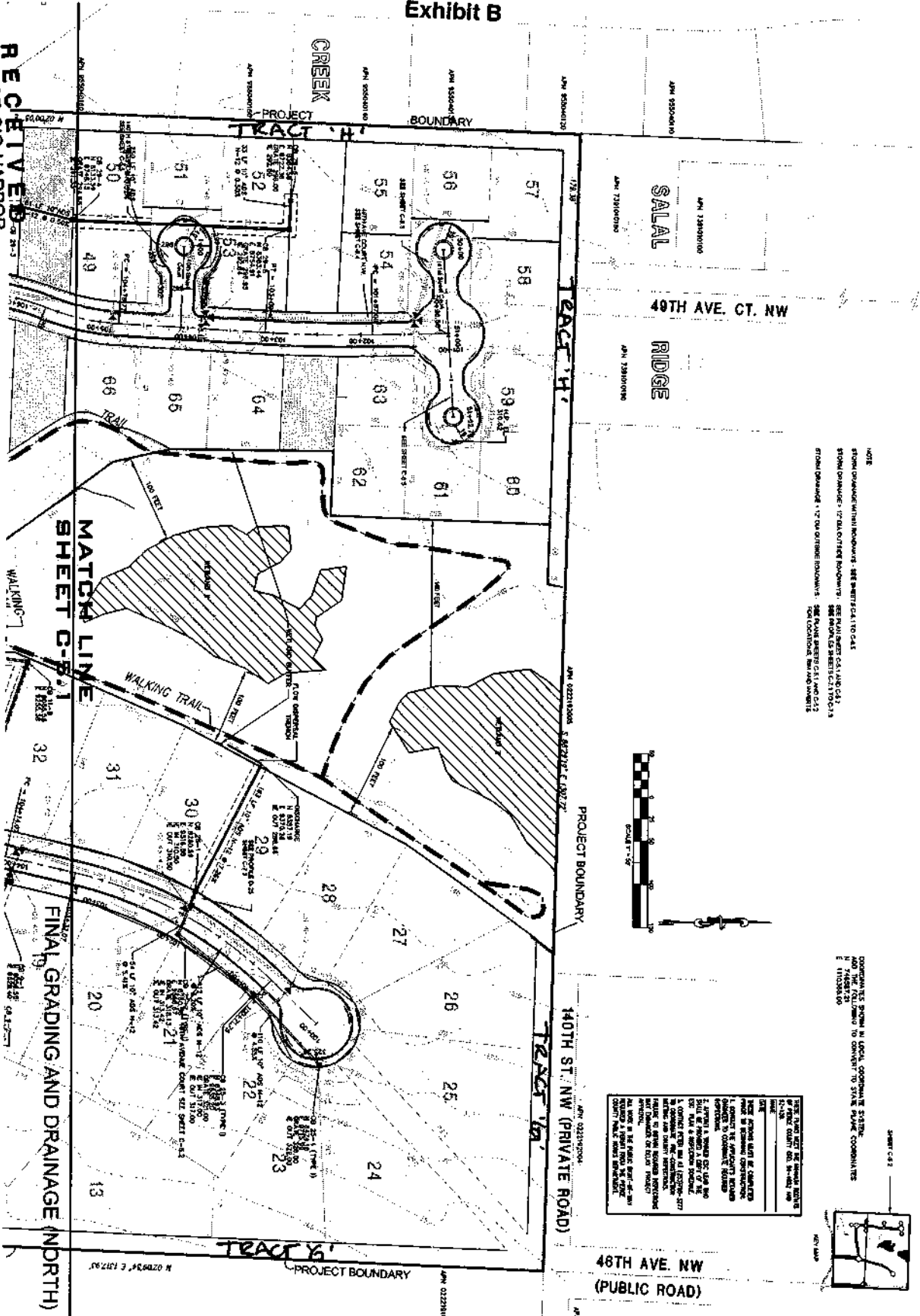
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Exhibit B

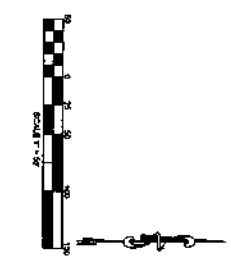
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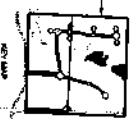


NOTE
STREET DIMENSIONS IN THIS DOCUMENT - SEE SHEETS C-1 TO C-4
STREET DIMENSIONS - 17' TO 20' OTHER DIMENSIONS -
STREET DIMENSIONS - 17' TO 20' OTHER DIMENSIONS -
SEE PLANS SHEETS C-1 AND C-2
SEE PLANS SHEETS C-3 AND C-4
SEE PLANS SHEETS C-5 AND C-6
SEE PLANS SHEETS C-7 AND C-8
SEE PLANS SHEETS C-9 AND C-10



THIS PLAN SET IS THE PROPERTY OF THE ENGINEER AND ARCHITECT. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED, COPIED, OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ENGINEER AND ARCHITECT. ANY VIOLATION OF THESE TERMS SHALL BE CONSIDERED A BREACH OF CONTRACT AND SUBJECT TO LEGAL ACTION.

DISCLAIMER
THESE PLANS ARE PREPARED BY THE ENGINEER AND ARCHITECT FOR THE CITY OF GIG HARBOR. THE CITY OF GIG HARBOR IS NOT RESPONSIBLE FOR THE ACCURACY OR COMPLETENESS OF THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY WARRANTY OR GUARANTEE FOR THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY ADVICE OR OPINION ON THE MERIT OF THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY SERVICE OR CONSULTING FOR THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY DESIGN OR CONSTRUCTION FOR THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY MAINTENANCE OR REPAIR FOR THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY INSURANCE OR LIABILITY FOR THESE PLANS. THE CITY OF GIG HARBOR IS NOT PROVIDING ANY OTHER SERVICE OR CONSULTING FOR THESE PLANS.



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**CANTERWOOD DIVISION 12
PLAT IMPROVEMENT PLANS
GIG HARBOR, WA**



NORTH PACIFIC DESIGN INCORPORATED
Architects
Engineers
Interior Designers
Landscape Architects
Planners
(360) 884-0394
2715
Industrial
Drive SW
Gig Harbor
WA 98550

June 2, 2003

Mark Hoppen, City Manager
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Re: Utility Extension Agreement – Canterwood Division 12

Dear Mr. Hoppen:

On behalf of Rush Development Company, we are hereby requesting a sewer capacity of 71 ERU, (Equivalent Residential Units) be granted to the Canterwood 12 Division within ULID#3¹ at the point of connection of Canterwood STEP Association at the City of Gig Harbor's manhole located approximately Station 6+03, Baker Way, Pierce County². This capacity is needed to serve Canterwood Division 12 a residential subdivision within the gated Canterwood Master Planned Community.

During the preliminary plat processing of this subdivision, (Preliminary Plat/Canterwood Master Planned Community FW 29-99, #333273/333274) the City of Gig Harbor reviewed the preliminary plat and the Mitigated Determination of Non-Significance and provided comments that the Project was within the Urban Growth Area and "consistent to the City's proposed R-1 zoning requirement". Roadway and drainage design elements including street cross-sections, curbing and shoulders are consistent with the remainder of the Canterwood Master Planned Community (MPC) and were designed to conform the Pierce County and MPC requirements. As Canterwood is a gated community, City of Gig Harbor maintenance of the roadways or drainage systems is unlikely.

This subdivision lies at the very north end of Canterwood and is the furthest division from the Canterwood STEP Association's existing connection to the City's sewer system.

Because of this and because the existing STEP system force main system adjacent to Division 12 is not adequately sized to handle all of our lots, we intend to construct and maintain a new separate force main to the point of connection. We are also establishing a separate STEP Association (from the existing Canterwood STEP Association) for the construction, operation and maintenance of the new force main and the STEP system within the division. The terms of incorporation will be identical to that of the Canterwood STEP System Association³.

¹ Ordinance 676 of the City of Gig Harbor, Bk 1165, PG 3624, Recorded at Pierce County, WA

² Plans, Dowl Engineers, Sanitary Sewer Extension, Baker Way, Project S218-18B, 7/31/2000

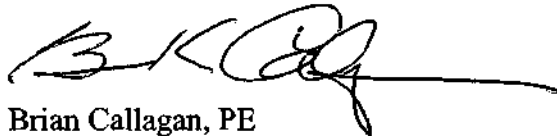
³ CANTERWOOD STEP SYSTEM ASSOCIATION, Articles of Incorporation, Dated June 16, 1994 and filed with the State of Washington

The additional effluent will meet the same requirements as that delivered under the existing Canterwood STEP contract⁴. Construction details of the connection with the City will likewise conform to the requirements of the City of Gig Harbor. Flows will be separately metered.

Attached is a transmittal listing the entire contents of the submittal package. The entire package was delivered to Steve Misiurak.

I can be contacted at North Pacific Design, 253.858.8204 (email brianc@rushconstruction.com) for additional information or questions regarding this matter.

Sincerely yours,

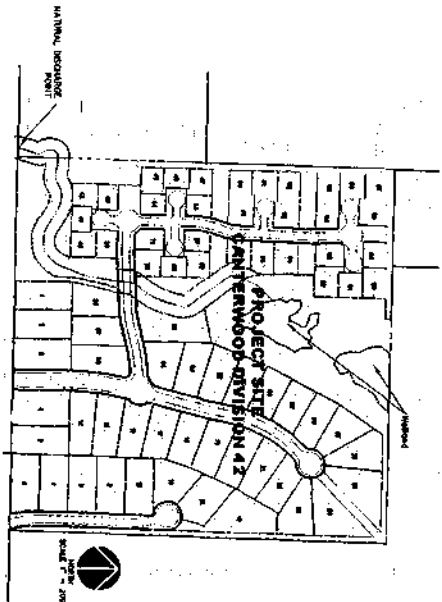


Brian Callagan, PE
North Pacific Design

Attachments As Stated

Cc: Steve Misiurak, City Engineer, City of Gig Harbor

⁴ Utility Extension, Capacity Agreement, and Agreement Waiving Right to Protest LID, Canterwood,
Signed October 16, 2001

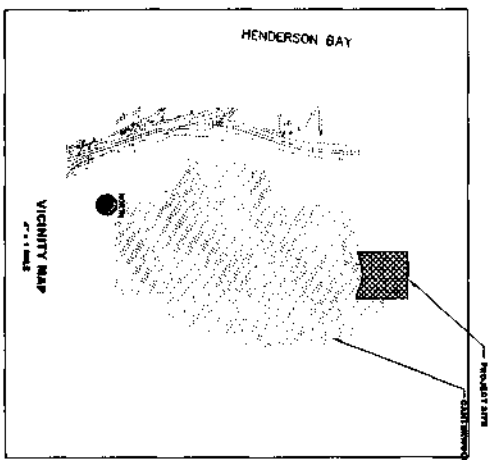


CANTERWOOD DIVISION 12 Improvement Plans

Township 22 N, Range 2 East, Section 19 (NW 1/4)

CONSTRUCTION OF A 71 LOT SINGLE FAMILY HOME SUBDIVISION WITH STORM DRAINAGE, ROADWAY AND UTILITY IMPROVEMENTS ON PREVIOUSLY UNDEVELOPED LAND WITHIN THE CANTERWOOD DEVELOPMENT, PIERCE COUNTY, WASHINGTON.

NOTE: IMPROVEMENTS SHOWN ON THESE PLANS MAY BE PHASED DEPENDING UPON CONSTRUCTION NEEDS AND MARKET RESPONSES



RECEIVED
CITY OF GIG HARBOR
AUG 04 2003
COMMUNITY DEVELOPMENT

Project Data
 Estimated Dates:
 5400 West of Gig Harbor
 4020 Cantermwood Drive
 Gig Harbor, WA 98523
 252.897.4285

General Contractor
 Rahn Construction Company
 911 Westland Drive NW
 Gig Harbor, WA 98523
 252.897.4285

Architect
 Nelson Luedtke Surveying
 17804 A Ferry Drive NW
 Gig Harbor, WA 98522
 252.897.4285

Geotechnical Engineers
 David Regional
 5113 Olympic Hwy E, Suite 109
 Gig Harbor, WA 98524
 252.897.4285

Utilities
 Water: Gig Harbor
 Sewer: Peninsula Light
 Gas: Gig Harbor
 Electric: Peninsula Light
 City of Gig Harbor
 8107 Shoreline Avenue
 Gig Harbor, WA 98523
 252.897.4285

GENERAL CONSTRUCTION NOTES

1. ALL IMPROVEMENTS AND UTILITIES SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS, BRIDGES AND AIRPORTS, AND THE WASHINGTON STATE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, COMMUNITY DEVELOPMENT, AND AS APPLICABLE TO THE COUNTY, CITY, TOWNSHIP, AND LOCAL JURISDICTIONS.
2. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS, BRIDGES AND AIRPORTS, AND THE WASHINGTON STATE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, COMMUNITY DEVELOPMENT, AND AS APPLICABLE TO THE COUNTY, CITY, TOWNSHIP, AND LOCAL JURISDICTIONS.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR HIGHWAYS, BRIDGES AND AIRPORTS, AND THE WASHINGTON STATE DEPARTMENT OF HEALTH AND SOCIAL SERVICES, COMMUNITY DEVELOPMENT, AND AS APPLICABLE TO THE COUNTY, CITY, TOWNSHIP, AND LOCAL JURISDICTIONS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND LOCAL JURISDICTIONS.
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
6. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL EXISTING UTILITIES AND STRUCTURES TO REMAIN.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND LOCAL JURISDICTIONS.
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19. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND LOCAL JURISDICTIONS.
20. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND LOCAL JURISDICTIONS.

LEGAL DESCRIPTION

THE ENTIRE TRACT OF THE UNDIVIDED INTEREST IN SECTION 19, TOWNSHIP 22 NORTH, RANGE 2 EAST, SECTION 19, COUNTY OF PIERCE COUNTY, WASHINGTON.

THIS PLAN AND THE IMPROVEMENTS THEREON SHALL BE CONSIDERED AS PART OF THE LEGAL DESCRIPTION OF THE TRACT OF LAND DESCRIBED ABOVE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPLICABLE AGENCIES AND LOCAL JURISDICTIONS.

COVER SHEET
07 SHEETS

C-1

CANTERWOOD DIVISION 12
PLAT IMPROVEMENT PLANS
GIG HARBOR, WA

APPROVED FOR CONSTRUCTION
DATE: 08/04/03



5115
N. Pacific
Suite 200
Gig Harbor
WA 98523
(252) 898-4394



City of Gig Harbor

Tuesday June 3, 2003 2:15 PM
Receipt No. 0011410

ADM Fee
Admin Fees - 402 Sewer/Nor
th Pacific Design/Canterwo
od Div 12 100.00

Total 100.00

Payment: Check 100.00
11262

Cash: 0.00

Change: 0.00

Customer: North Pacific Design
Cashier: JP
Station: CRI



5715 WOLLOCHET DRIVE N.W.
GIG HARBOR, WASHINGTON 98335-7320
(253) 858-8204

SOUND BANKING COMPANY 98-817
TACOMA, WA 98408 1251

11262

Pay: *****One hundred dollars and no cents

DATE: June 2, 2003 CHECK NO: 11262 AMOUNT: \$*****100.00

PAY TO THE ORDER OF

City of Gig Harbor



⑈011262⑈ ⑆125108175⑆0897005955⑈

**STEP SYSTEM MANAGEMENT AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND CANTERWOOD DIVISION 12 STEP ASSOCIATION**

THIS AGREEMENT, made this ____ day of September, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Rush Division 12 LLC, a Washington limited liability company, (hereinafter the "Owners").

RECITALS

WHEREAS, the City owns and operates a sewer system within and adjacent to its limits; and

WHEREAS, the Owners own property located outside the city limits of the City of Gig Harbor, but such property is within the City's Urban Growth Area; and

WHEREAS, the Owners' property is legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Owners have applied to Pierce County for a plat approval on the Property, and plan to construct a STEP System for the handling of sanitary sewer waste for the development;

WHEREAS, the Owners desire that this System will be connected to the City's sewer system by pressure sewer line and extensions more particularly described on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, the Owners acknowledge that in order to connect their property to the City's sewer system, they must comply with the requirements set forth in Gig Harbor Municipal Code Section 13.34.060 by executing a separate agreement with the City; and

WHEREAS, the parties have agreed to enter into this Agreement describing the terms and conditions of operation and maintenance of the STEP System;

NOW, THEREFORE, in consideration of the City's agreement to allow the Owners to connect to the City's sewer system with the STEP System, and the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

TERMS

Section 1. Recitals are Material Terms of Agreement. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

Section 2. Affected Property. The Owners warrant that they own the property described in Exhibit A, and that they are authorized to enter into this Agreement.

Section 3. Definitions. As used in this Agreement:

A. The word "plat" refers to Canterwood, Division 12, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this Agreement by a written instrument signed by the Owner, its successors and assigns, in accordance with this agreement.

B. The word "Owner" or "Owners" refers to the entity, whether an individual or corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest in the Property (legally described in Exhibit A) or the Plat. A "substantial beneficial interest" shall include both legal and equitable interests in the Property or Plat.

C. The words "Owners' Association" refer to nonprofit corporation which may be formed for the purpose of operating and maintaining the facilities described in Exhibit B on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the Plat or the Property.

Section 4. Maintenance Obligations. The Owner and/or Owners' Association hereby covenant and agree that they are jointly and severally responsible for the installation, operation, repair, ownership and perpetual maintenance of the Step System, which has been or will be constructed on the Property at their own cost. The Owner or Owners' Association shall also be responsible for the installation, operation, repair, ownership and perpetual maintenance of the support facilities to the STEP system, and including off-gassing and sodium hypochlorite or other City-approved injection equipment and corrosion protection, as well as the point of connection to the City's sewer system at Canterwood Blvd. At no time shall the City have any responsibility for the STEP System, support facilities or any other facilities constructed or installed by the Owners and /or Owners' Association.

Section 5. Point of Connection. The City hereby authorizes the Owners to connect to the City's sewer system in the location designated by the City of Gig Harbor Engineer, which shall be generally located at Baker Way and Canterwood Blvd.

Section 6. Responsibilities of Owners or Owners' Association. The Owners and/or Owners' Association agree as follows:

A. In the construction, installation, repair and operation of the Step System, the Owners and Owners' Association shall comply with all applicable laws, ordinances and/or other regulations applicable to this project as the same are adopted by any agency with jurisdiction.

B. The Owner and Owners' Association shall grant and convey to the City a perpetual, non-exclusive easement, under, over, along through and in the Property, in the location shown on Exhibit C, attached hereto and incorporated herein by this reference. The Easement shall be granted to the City for the purpose of providing the City with ingress and egress in order to access the STEP System for inspection, and to reasonably monitor the system for performance, operational flows, defects and/or conformance with this Agreement, or applicable rules and regulations. The Easement shall be in a form approved by the City Attorney, and shall be delivered to the City in order to receive the City's approval of the as-built plans and civil drawings, mentioned in subsection D below.

C. The Owner shall sign the City's utility extension and capacity agreement for provision of sewer service outside the City limits, as required by GHMC Section 13.34.060.

D. The Owners shall furnish to the City plans and civil drawings of the STEP System consistent with the utility extension and capacity agreement for approval, and the City shall not approve such plans and civil drawings unless and until the Owners/Owners' Association provides the Easements required in subsection B above.

E. The Owners shall pay \$3,000 to the City as a share of the total cost of rehabilitating deteriorated manholes along Canterwood Blvd.

F. The Owners shall pay all connection fees for all residential units that will be hooked up to the STEP system prior to connection of the STEP system to the city system.

G. This Agreement is subject to approval of all necessary permits for the Plat.

Section 7. No Liability to City. The Owners and Owners' Association agree that the City shall not be responsible for costs, claims or damages to the Owners or the Owners' Association for the City's inability to provide sanitary sewage disposal as a result of a unintentional or unforeseen disruption/failure of the City's sewage system and/or facilities. (See also, Section 10 below). In addition, the Owners and Owners' Association agree that the City shall not be responsible for any costs, claims or damages to any third parties, the Owners or Owners' Association due to any need to

damages to any third parties, the Owners or Owners' Association due to any need to provide alternative arrangements for sewage detention, treatment and/or disposal in the event that such alternative arrangements are necessary during the repair, maintenance or operation of the Owners' STEP System or the disruption/failure of the City's sewer system.

The Owners and Owners' Association agrees to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the STEP System installed by the Owners, or arising by reason of any omission or performance of any of the obligations under this Agreement by the Owners or Owners' Association.

Section 8. Treatment Standards.

A. The existing and the new STEP System shall treat and neutralize the sewerage effluent at the source with sodium hypochlorite or another City-approved oxidant on a continual basis. It is understood by and between the parties that the City will allow the Owners to connect to the City's sewer system only if the Owners meet the acceptable parameters for domestic sanitary sewage of pH 6 to pH 9, install off-gassing and sodium hypochlorite injection or other equivalent city-approved injection equipment and corrosion protection before discharging to the City's system. This Agreement does not address the Owner's (or any subsequent homeowner's) purchase of capacity in or hook-up to the City's sewer system. Discharges from the Owners' STEP System into the City's sewer system shall not exceed the capacity purchased from the City in separate agreements with the City. Any additional discharge into the City's system without the City's prior written consent is strictly prohibited. Per City Ordinance 13.28.170, any noxious or malodorous gas or substance capable of creating a public nuisance is a prohibited discharge and shall not be introduced into the City's sewage system.

B. Throughout the term of this agreement, the Owners and Owners' Association shall execute a maintenance agreement with a maintenance contractor approved by the City Engineer for the effluent treatment and neutralization consistent with Section 8.A. above, and shall provide a copy of the agreement to the City.

Section 10. Inability to Perform. In the event that either party is unable to perform any of its obligations under this Agreement because of a natural disaster, actions or decrees of governmental agencies or other unforeseen failure not the fault of the affected party, the party who has been so affected immediately shall give notice to the other party and shall do everything possible to resume performance. If the period of nonperformance exceeds fifteen (15) days' written notice, the parties have

the option of issuing notice to the other party to enforce this Agreement as provided herein.

Section 11. Enforcement.

A. Pursuant to RCW 35.67.310, if the terms of this Agreement are not kept or performed, the City may disconnect the sewer and for that purpose may at any time enter upon the property described in Exhibit A, Exhibit B, and Exhibit C.

B. If the City determines that there is a violation of this Agreement, the Community Development Director (or his/her designee) shall give written notice to the Owners or Owners Association of the specific violations, and the corrections required. The Director shall also establish a reasonable time in which the Owners or Owners Association shall perform such work. If the work is not performed by the deadline established by the Director, the City may take the action described in this section.

C. In order to ensure that there will be no damage to the City's sanitary sewer system, the City shall have the right as provided below, but not the option, to maintain/repair the STEP System, if the Owners or Owners' Association fails to do so by the deadline established by the Director, and such failure continues for more than five (5) days after written notice of the failure is sent to the Owner or Owners' Association. However, no notice shall be required in the event that the City determines that an emergency situation exists in which injury to person or damage to property may result if the situation is not remedied prior to the time required for notice.

D. If the City takes the action described in subsection C above, and enters onto the Property in order to correct the violation, the Owner or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owners' Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of due and charges for such costs and to enforce the Association's lien right for any assessments, dues and charges as herein specified. The City may also enforce this provision through the lien attachment and collection process as allowed under chapter 35.67 RCW, or to impose materialmen's and/or laborer's liens and to foreclose on any and all properties owned by the Owners and Owners' Association.

Section 12. Assignment to Owners' Association. In the event that an Owner's Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the Property in Exhibit A, the Owner may assign responsibility for installation and perpetual maintenance/repair of the STEP System to the Owners' Association for as long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Owners under this Agreement. Such assignment of

the Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Owner shall have no further responsibility or liability under this Agreement.

Section 13. Conveyances of the Property. In the event that the Owner shall convey its interest in any Property in the Plat, the conveying Owner shall be free from all liabilities respecting the performance of this Agreement; PROVIDED, HOWEVER, that the conveying Owner shall remain liable for any acts or omissions during such Owners' period of ownership of such Property.

Section 14. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the Property or Plat. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Auditor's Office and shall serve as notice to holders of after-acquired interests in the Property or Plat.

Section 15. Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

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

Gordon Rush, President
Rush Division 12, LLC
5715 Wollochet Dr. NW
Gig Harbor, WA 98335

Section 16. Construction. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including reasonable attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

Section 17. Severability. If a court of competent jurisdiction finds any section, phrase or portion of this Agreement to be unconstitutional or invalid, the validity of the remaining provisions shall not be affected.

Section 18. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 19. Integration. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City of the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

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

CITY OF GIG HARBOR

Gretchen A. Wilbert, Mayor

OWNERS



Gordon Rush, President



Robin Lerum, Vice President

ATTEST:

By: _____
Molly Towslee, City Clerk

APPROVED AS TO FORM
OFFICE OF THE CITY ATTORNEY

By: _____
Carol Morris, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gordon Rush is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the President of Rush Division 12 LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Robin Lerum 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 Vice President of Rush Division 12 LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Gretchen 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 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: _____

(print or type name)

NOTARY PUBLIC in and for the State of
Washington, residing at: _____
My Commission expires: _____

Exhibit A

Legal Description:

Metes and Bounds Legal Description of the Southeast Quarter of the Northwest Quarter of Section 19, Township 22 North, Range 2 East, W.M.

Commencing at the Northwest corner of Section 19, Township 22 North, Range 2 East of the Willamette Meridian; thence S 88°18'44" E, 2570.51 feet to the North Quarter corner of said section; thence S 02°10'30" W, 1317.97 feet to the northeast corner of the southeast quarter of the Northwest Quarter of said section and the TRUE POINT OF BEGINNING; thence continuing S 02°10'30" W, 1317.97 feet to the center of said section; thence N 88°39'59" W, 1303.75 feet to the southwest corner of the southeast quarter of the Northwest Quarter of said section; thence N 02°00'10" E, 1321.98 feet to the northwest corner of the southeast quarter of the Northwest Quarter of said section; thence S 88°29'17" E, 1307.67 feet to the TRUE POINT OF BEGINNING.

Containing 1,723,375 Sq. Ft. (39.56 Acres) more or less.

Situate in Pierce County, Washington.

EXHIBIT B

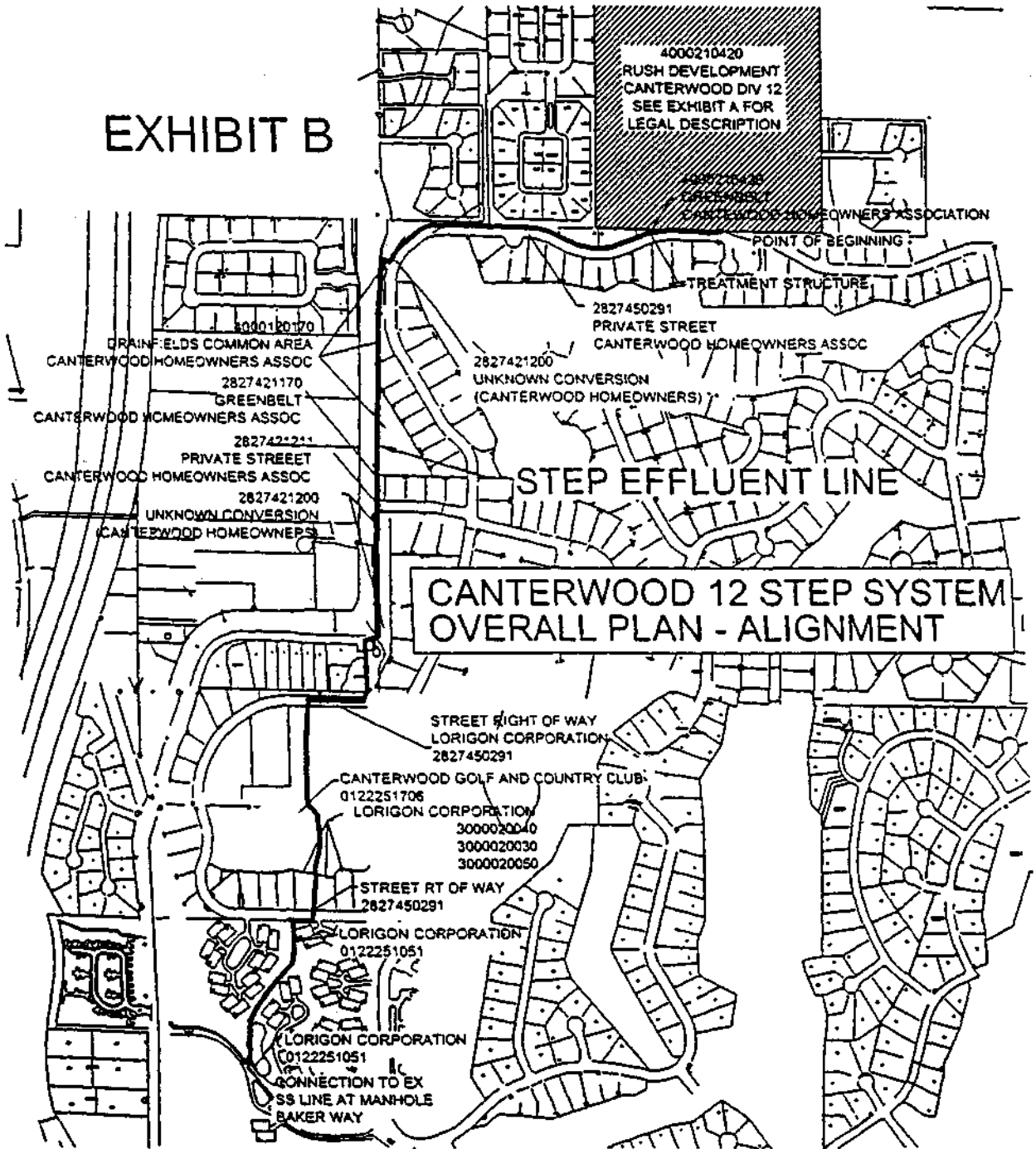
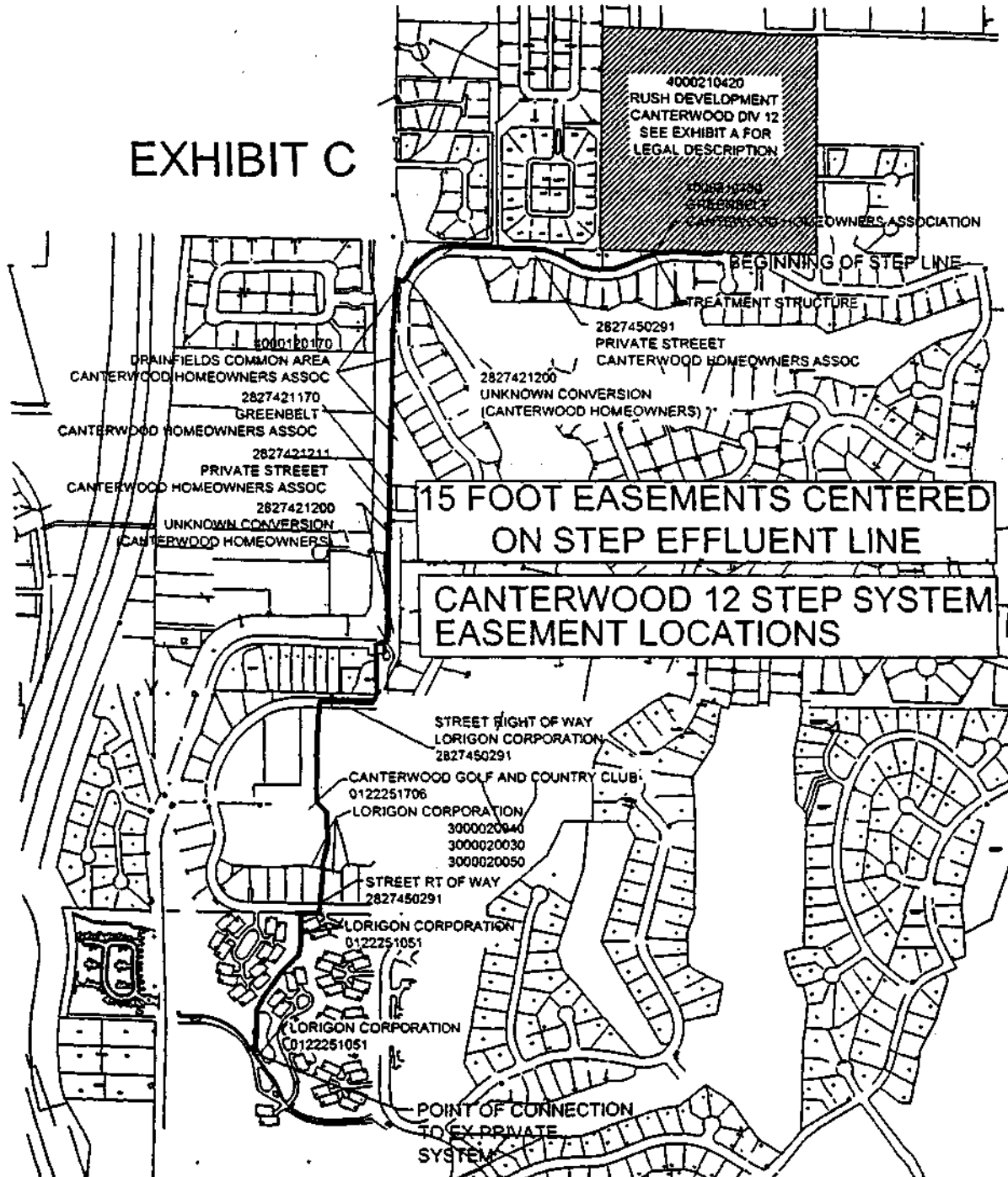


EXHIBIT C





"THE MARITIME CITY"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: SEPTEMBER 3, 2003
**SUBJECT: FIRST READING OF ORDINANCE PROVIDING A UTILITY RATE
REDUCTION FOR LOW INCOME SENIORS AND ESTABLISHING AN
AVERAGE PAYMENT PLAN.**

INTRODUCTION

This is an ordinance that establishes an Average Payment Plan and provides water and sewer bill payment relief to qualified low-income senior citizens.

BACKGROUND

The rate reduction portion of this ordinance applies to low-income senior citizens. In order to qualify, the utility customer must be 62 years or older, have the account in his/her name, be the head of the household and have a monthly household income from all sources that is not more than forty (40) percent of the state median income as promulgated by the secretary of the United States department of health, education and welfare for Title XX of the Social Security Act.

The Average Payment Plan is a budget plan to help customers level out their utility bills throughout the year. This plan is available to residential customers only. The residence needs to have 12 months continuous billing history in order to participate in the program.

FINANCIAL

According to the 2000 census, the city had approximately 80 households that would qualify for low-income assistance. Of these households, we do not know how many are water and/or sewer customers. The system currently has about 2,000 customers. We do not expect a significant impact on total revenues with passage of this ordinance.

RECOMMENDATION

Staff recommends adoption of this ordinance after a second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO WATER AND SEWER RATES, ESTABLISHING A PROGRAM FOR A REDUCTION IN UTILITY RATES AND A WAIVER/DELAY OF COLLECTION OF WATER AND SEWER HOOK-UP FEES FOR LOW-INCOME SENIORS AND LOW-INCOME CITIZENS; ESTABLISHING AN AVERAGE PAYMENT PLAN FOR WATER AND SEWER BILLS; AND ADDING NEW SECTIONS 13.04.013 AND 13.04.014 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor has statutory authority to provide utility services at reduced rates for low-income senior citizens and other low-income citizens (RCW 74.38.070); and

WHEREAS, the City also has statutory authority to waive or delay collection of connection fees for low-income persons or a class of low-income persons (RCW 35.92.380); and

WHEREAS, the City SEPA Responsible Official determined that this ordinance was categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the Average Payment Plan is a budget plan to help our residential customers level out their utility bills throughout the year; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of September 8, 2003; Now, Therefore,

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

Section 1. A new Section 13.04.013 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

13.04.013 Low-Income Utility Rate Reduction and Connection Fee Waiver/Delay.

A. Definitions. For the purposes of this section, the following definitions shall apply:

1. "Low-income Senior Citizen" means a person aged 62 years or older (if married, either spouse may fit this definition), and who meets the definition in subsection 2 below.

2. "Low-income Citizen" means a person who:

- a. is a Gig Harbor water or sewer customer and has an account in his/her name;
- b. is the head of the household;
- c. has a monthly gross household income from all sources that is not more than:

| <u>Household Size</u> | <u>Monthly Income*</u> |
|-----------------------|------------------------|
| 1 | \$ 1,123 |
| 2 | \$ 1,515 |
| 3 | \$ 1,908 |
| 4 | \$ 2,300 |
| 5 | \$ 2,693 |

*Subject to change annually.

B. Rate Reduction. A Low-Income Citizen or Low-Income Senior Citizen may pay a rate equal to fifty (50) percent of the applicable water and/or sewer rate established by the City in GHMC Section 13.04.010 and 13.32.010, or any amendments thereto.

C. Waiver/Delay of Connection Fees. A Low-Income Citizen or a Low-Income Senior Citizen may request a waiver of a connection fee to his or her property in the amount of fifty (50) percent of the applicable water and/or sewer connection fee established in GHMC Section 13.04.080 and 13.32.060, or any amendments thereto. A Low-Income Citizen or a Low-Income Senior Citizen may request a delay in the City's collection of the connection fee, as reduced by this subsection, for a period of five (5) years, as long as the eligibility requirements of this section are satisfied for each year.

D. Eligibility Requirements. In order to obtain a rate reduction and/or waiver/delay of connection fees, a Low-Income Citizen or Low-Income Senior Citizen shall:

1. file an affidavit with the Finance Department on an annual basis, and submit documentation requested by the Finance Department verifying that he/she is eligible to receive the benefits of this section; and

2. in the affidavit, provide the City with an unqualified promise to inform the City of any changes in the his/her financial condition that would disqualify him/her from the benefits of this section.

Section 2. A new Section 13.04.014 is hereby added to the Gig Harbor Municipal Code, to read as follows:

13.04.014 Average Payment Plan. The average payment plan is available to residential customers only. It allows residential customers to level out their utility bills throughout the year.

A. Customers eligible. A residential customer is eligible for the residential payment plan if:

1. There has been a twelve month consecutive history of the customer making payments of the utility bill to the City for the subject property; and

2. The request for billing to begin on the average payment plan has been made when the balance in the Water and Sewer account is zero.

B. Method of Calculation. The City shall recalculate the payment every four months, and the residential customer will be billed the average amount for that four month period. This means that the monthly payment (after the preceding four month period) may still go up and down, depending on actual water/sewer use.

C. Advance Calculation of Payment. The residential customer may request that the City calculate the average payment plan monthly amount before the customer signs up for the service.

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

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

PASSED by the 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"

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 *MB*
SUBJECT: JULY INFORMATION FROM PD
DATE: AUGUST 27, 2003

The July activity statistics are attached for your review.

Our two Reserve Officers provided 91 hours of service in July. This was split between patrol, bike patrol, security at the Art Festival and training time. Our two recruit Reserve Officers will complete the Reserve Officer Basic Academy on August 30. Our third new Reserve will begin September 3.

The bike unit was used for 17.5 hours of patrol time in June. The bikes were used on the Cushman Trail and at the Olympic Village shopping area.

The Marine Services Unit provided 100.5 hours of service in July. This was divided between 88 hours of patrol, 3 hours for administrative purposes, and 3 1/2 hours of maintenance, and 6 hours of training. The unit responded to 6 dispatched calls, performed 30 marine inspections, 3 search and rescue calls, 5 boater assists, and 3 boating complaints.



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GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

July 2003

| | <u>July</u> <u>2003</u> | <u>YTD</u> <u>2003</u> | <u>YTD</u> <u>2002</u> | <u>% chg</u> |
|---------------------------------|----------------------------|---------------------------|---------------------------|--------------|
| CALLS FOR SERVICE | 503 | 3427 | 3316 | 3% |
| SECONDARY OFFICER ASSIST | 59 | 468 | 469 | -.02% |
| CRIMINAL TRAFFIC | 10 | 68 | 54 | 26% |
| TRAFFIC INFRACTIONS | 75 | 552 | 462 | 19% |
| DUI ARRESTS | 5 | 30 | 43 | -30% |
| FELONY ARRESTS | 5 | 40 | 55 | -27% |
| WARRANT ARRESTS | 3 | 40 | 47 | -15% |
| MISDEMEANOR ARRESTS | 25 | 153 | 98 | 56% |
| CASE REPORTS | 129 | 902 | 865 | 4% |
| REPORTABLE VEHICLE ACCIDENTS | 12 | 101 | 111 | -9% |