

# **Gig Harbor City Council Meeting**



**January 22, 2001  
7:00 p.m.**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**January 22, 2001 - 7:00 p.m.**

**CALL TO ORDER:**

**PUBLIC HEARING:** PUD/PRD Ordinances.

**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 Meetings of January 8, 2001.
2. Correspondence / Proclamations:
  - a) Final Tacoma-Pierce County Solid Waste Management Plan.
3. Rosedale Street Lights - Purchase Authorization.
4. Harborview Street Lights - Purchase Authorization.
5. 2001 Wastewater Outfall and NPDES Support Studies - Consultant Services Contract.
6. Sewer Outfall Extension - Consultant Services Contract.
7. Approval of Payment of Bills for January 22, 2001.  
Checks #31667 through #31887 in the amount of \$1,027,882.75.

**OLD BUSINESS:**

1. First Reading of Ordinance - Repealing Section 17.90 of the GHMC - Planned Unit Developments.
2. First Reading of Ordinance - Amendments to the Planned Residential Development Ordinance.
3. First Reading of Ordinance - Definitions - 17.04.
4. First Reading of Ordinance - Amendments to Title 19 - Type IIIA Permits - PUD.
5. First Reading of Ordinance - Amendment to Title 16 GHMC - Type IIIA Permits and Final Plat Extensions.
6. Notice of Intention of Commence Annexation Proceedings - 57<sup>th</sup> St. Ct. NW & 28<sup>th</sup> Ave. NW.

**NEW BUSINESS:**

1. Water Concurrency Ordinance.
2. Purchase Proposal - Cultural Arts Commission.
3. Official Newspaper Bid.

**STAFF REPORTS:**

1. David Rodenbach, Finance Director - 2000 Fourth Quarter Finance Report.
2. Mitch Barker, Chief of Police - December Stats.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.31.110(i).

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF JANUARY 8, 2001

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

**CALL TO ORDER:** 7:07 p.m.

### **PUBLIC HEARING:**

1. **Stormwater Management Ordinance.** Mayor Wilbert opened the public hearing at 7:07 p.m. David Skinner, Public Works Director, introduced the second reading of an ordinance for the acceptance of the stormwater design manual. He explained that the document was a revised copy of the Kitsap County Stormwater Manual, which has gone through the review process of the Department of Ecology and was accepted by that agency. Carol Morris, Legal Counsel, addressed Councilmember Dick's concerns regarding the remedies for enforcement and bond divisions. Ms. Morris explained that after adoption, an amendment could be made to the stormwater manual to reference the chapter in the municipal code dealing with enforcement procedures to assure uniformity. She said that there was a need to adopt the stormwater design manual in a timely manner, and recommended adoption of the ordinance as it currently reads. As there were no comments from the public, the hearing was closed at 7:13 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 Meetings of December 11, 2000.
2. Correspondence / Proclamations: Thank you letter from Byron Allen.
3. Liquor License Application: Jekyll & Hydes Pub.
4. Liquor License Renewals: Harbor Arco AM/PM Mart, Gourmet Essentials, and Harbor Inn Restaurant.
5. Special Occasion Liquor License: The Navy League.
6. Tourism Specialist Contract.
7. Communications Maintenance Contract.
8. Approval of Payment of Bills for December 18, 2000 and January 8, 2001.  
Checks #31538 through #31666 in the amount of \$232,525.24.
9. Approval of Payroll for the month of December:  
Checks #502 through #554 in the amount of \$176,994.13.

Mayor Wilbert explained that Councilmember Dick had requested that item number seven be removed from the consent agenda, explaining that as an employee of Pierce County, he would recuse himself from action on this item.

**MOTION:** Move to move item number seven from the Consent Agenda.  
Picinich/Dick - unanimously approved.

**MOTION:** Move to approve the Consent Agenda as revised.  
Dick/Picinich - unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance - Stormwater Management. David Skinner explained that this ordinance adopts a manual which would serve as a technical design aid for stormwater quantity and quality control, and for implementation of "best management practices" for erosion control. He added that an ordinance would be brought to Council in the near future to revise the manual making the enforcement language consistent.

**MOTION:** Move to adopt Ordinance No. 858 adopting the Stormwater Design Manual.  
Dick/Picinich - unanimously approved.

2. Second Reading of Ordinance - Accepting a Donation from the Washington State Association Emblem Club. Chief Mitch Barker presented this second reading of an ordinance accepting a donation of \$50 from the Washington State Emblem Club, an auxiliary of the Benevolent Protective Order of Elks, to be used for drug investigation.

**MOTION:** Move to adopt Ordinance No. 859 accepting the donation from the Washington State Association of Emblem Club in the amount of \$50.  
Ruffo/Young - unanimously approved.

3. Second Reading of Ordinance - Donation from the Morris Foundation. David Rodenbach, Finance Director, explained that this ordinance was to accept a donation for \$41,380.25 from the Morris Foundation. He requested that the motion to adopt the ordinance include authorization for the Mayor to sign the Acknowledgement and Release form.

**MOTION:** Move to adopt Ordinance No. 860, and to authorize the Mayor to sign the Exhibit 'A', which acknowledges a donation from the Morris Foundation in the amount of \$41,380.25.  
Ruffo/Picinich - unanimously approved.

**NEW BUSINESS:**

1. Appointment to the Planning Commission. Mayor Wilbert introduced Paul Conan and recommended his appointment to the Planning Commission to fill the vacant position.

**MOTION:** Move to confirm the appointment of Paul Conan to serve the remaining vacant term on the Planning Commission.  
Picinich/Ruffo - unanimously approved.

2. First Reading of Ordinance - Amendment to Typographical Error in Ordinance No. 854 - Water Service Hook-ups. David Skinner explained that there was a typographical error in Ordinance 854, which amended the conditions under which new water service hook-ups could be obtained. He added that the error occurred in Section 13.34.020 and had been amended to read as intended. He recommended that the ordinance be adopted at its first reading.

**MOTION:** Move to adopt Ordinance No. 861 with the emergency provisions contained in the municipal code.  
Dick/Picinich - unanimously approved.

3. Street Banner Proposal. Mark Hoppen, City Administrator, explained that street banners in commercial areas had been an identified objective in the 2000-2001 Budget. He introduced Jackie Goodwill, Executive Director for the Chamber of Commerce, who gave a presentation on the proposed banners and answered questions. Councilmember Pasin raised concerns about the ownership and usage of the logo. Loreen Lund, Tourism Specialist, explained that this issue had been brought up previously, and that she felt that the city owned the logo, as it had been paid for through hotel/motel tax funds. After discussion, it was decided that other communities should be contacted to explore how this issue had been handled.

**MOTION:** Move to move forward with the banner program and return with a resolution or ordinance that describes the process for adoption of banners, as well as a recommendation for protection of the logo.  
Dick/Ruffo - unanimously approved.

4. Extension of Land Use Hearing Examiner Contract. John Vodopich, Planning Director, explained that the contract with McConnell Burke expired at the end of 2000. He recommended a six-month extension of this contract to allow for the issuance of a Request for Proposals to solicit Land Use Hearing Examiner Services for consideration.

**MOTION:** Move to authorize an extension of the contract with McConnell Burke, as amended, for a six-month period, and direct staff to return with the results of the RFP as soon as possible.  
Ekberg/Young - unanimously approved.

5. Notice of Intention of Commence Annexation Proceedings - 37<sup>th</sup> St. Ct. NW & 28<sup>th</sup> Ave. NW. John Vodopich presented this request from property owners of three contiguous parcels located at the intersection of 37<sup>th</sup> Street Court NW and 28<sup>th</sup> Avenue NW. He explained that the city is required to schedule a meeting with the proponents of the annexation within 60 days of the filing, and recommended that Council set January 22<sup>nd</sup> as the date. He and David Skinner answered questions regarding access and zoning for these properties.

**MOTION:** Move to set January 22, 2001 as the date to meet with the initiating parties involved in this annexation request.  
Dick/Pasin - unanimously approved.

6. Communications Maintenance Contract. Mark Hoppen presented this agreement for communication services, adding that it is identical to the agreement that has been in place for several years.

**MOTION:** Move to authorize the Mayor to renew the communications contract with Pierce County.  
Picinich/Ruffo - five voted in favor. Councilmember Dick abstained from voting as an employee of Pierce County.

**STAFF REPORTS:**

John Vodopich - Planning Department. Mr. Vodopich explained that there had been a series of articles published recently in regards to the Endangered Species Act and the 4(d) rule, enacted on January 8<sup>th</sup>. He said that this statute expands the current rules in place and allows third parties to file lawsuits if actions had been taken to the detriment of the salmon or their habitat.

David Skinner, Public Works Director. Mr. Skinner apprised Council that he had a tracking model to show how much water remains before the permitted resources were exhausted. He reported that through conservation and leak detection efforts, the city had not used as much water as had been predicted. He added that there were approximately 542 ERUs available before the maximum allowed was reached, and that he would prepare monthly updates for Council.

**PUBLIC COMMENTS:** None.

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

Councilmember Derek Young explained that he planned on speaking with Legislators in the House and Senate about the bridge issue regarding repealing or amending the laws that outline tolls paid on the existing bridge. He asked if the Council would like him to speak on their behalf. After discussion on the issues, it was determined that this could back as an agenda item on the 22<sup>nd</sup>, and direction may be given at that time.

Mayor Wilbert asked Councilmembers to complete the Advisory Committee sign-up sheet and return it to city hall. She then gave an overview of several pieces of correspondence including her own letter to the editor addressing parks. She gave an overview of the insert being sent with an upcoming Peninsula Light bill requesting community input on interest in the arts and recreational facilities.

David Skinner introduced Jonathan Boe, a Gig Harbor High School student who is participating in a "Job Shadow" study on the Public Works Department.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Public Hearing on PUD/PRDs - Monday, January 22<sup>nd</sup> at the regular City Council Meeting.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:45 p.m.  
Picinich/Ruffo - unanimously approved.

Cassette recorder utilized.  
Tape 600 Side A 237 - end.  
Tape 600 Side B 000 - end.  
Tape 601 Side A 000 - end.

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Mayor

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City Clerk



**Environmental Services**

Gravelly Lake Plaza  
9116 Gravelly Lake Drive S.W.  
Lakewood, Washington 98499-3190  
(253) 798-4050 • FAX (253) 798-4637  
pcsewer@co.pierce.wa.us

January 3, 2001

Mayor Gretchen S. Wilbert  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

**RE: *Final Tacoma-Pierce County Solid Waste Management Plan, Fall 2000***

Dear Mayor Wilbert:

With this letter the County is delivering to the City the *Final Tacoma-Pierce County Solid Waste Management Plan*, adopted by the Pierce County Council on December 12, 2000 and signed by the Pierce County Executive on December 21, 2000.

**The Final Plan**

At the December 12<sup>th</sup> hearing, the Council adopted some amendments which are now in the Final Plan. For the most part, the amendments were small technical changes to update discussion in Chapters 8, 10, and 11 to more accurately reflect the recommendations. Chapter 11 remains a summary chapter outlining the overall direction of the Plan. Chapter 10 now has a more complete discussion of the collection district alternative discussed in action #24 (page 10-37), and Chapter 4 now includes Tacoma's waste reduction and recycling recommendations (page 4-66).

The Council amended and added recommendations to two chapters. In Chapter 8, the Council revised #'s 8-3, 8-4, 8-5, 8-6, 8-7, and added a new #8-8 (pages 8-31 & 8-32). The amendments were made to clarify the County's position about the landfilling of out-of-county waste, public review of changes to the permits for any facility, and direction to the Solid Waste Division to negotiate with the private vendor to reserve 20 years of disposal capacity.

A recommendation was added to Chapter 10 (#10-19, page 10-53) directing the County to study disposal or collection districts, as one alternative to reduce illegal dumping.





### **Interlocal Agreement**

As indicated in my November 13, 2000 letter, our current Interlocal Agreement with the City calls on each city and town to take action on the Plan and the Interlocal Agreement within 90 days of the Council's adoption of the Final Plan. In that November 13<sup>th</sup> letter I sent a model adoption resolution and a draft Interlocal Agreement. Now that the Plan has been adopted, we are in the process of formalizing the Interlocal Agreement. The County Council will be adopting a resolution directing the County Executive to sign Interlocal Agreements with the cities and towns to implement the Plan. The draft Interlocal Agreement was sent to the Council, and I will notify you if the Council proposes any changes from the draft you currently have. We'd appreciate whatever efforts you can take to complete adoption by March 21, 2001.

Once all cities and towns have adopted the Plan and signed Interlocal Agreements, the Plan will be sent to the Washington Department of Ecology for final approval. The Plan is not considered "current" until Ecology completes this final step.

We are providing you with one binder-bound Plan and the same number of Plans that you had requested for earlier drafts. In printing this Final Plan, we decided to provide unbound copies with a three-hole punch in order to make it easier in the future to amend the Plan to keep it up-to-date with the factual information required by RCW 70.95. We hope this will speed up the review and amendments process in the future.

If you need additional copies, have questions, or need electronic copies of the model resolution and Interlocal Agreement, please call Sally Sharrard, Solid Waste Division Senior Planner at (253) 798-4050 or contact her by email at [ssharra@co.pierce.wa.us](mailto:ssharra@co.pierce.wa.us).

Sincerely,



STEPHEN C. WAMBACK  
Solid Waste Administrator

Cors/SO1796.SCW



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS FOR**  
**ROSEDALE STREET**  
**DATE: JANUARY 17, 2001**

*DRS*

#### **INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2001 Budget was the purchase and installation of streetlights along Rosedale Street.

Price quotations for the streetlights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u> (Including Sales Tax and Shipping)
Wesco Distributors, Inc.	\$ 13,586.70
Consolidated Electric Distributors, Inc.	\$ 15,103.20
Triarc Electric Supply Co.	\$ 15,284.40

The lowest price quotation received was from Wesco Distributors, Inc., of Tacoma, in the amount of \$13,586.70, including state sales tax and shipping.

Work is expected to begin following delivery of the material in late March or early April.

#### **ISSUES/FISCAL IMPACT**

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

#### **RECOMMENDATION**

Staff recommends that Council authorize purchase of the streetlights for installation along Rosedale Street from Wesco Distributors, Inc., as the lowest vendor, for their price quotation proposal amount of thirteen thousand five hundred eighty-six dollars and seventy cents (\$13,586.70), including state sales tax and shipping.



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS FOR**  
**HARBORVIEW DRIVE**  
**DATE: JANUARY 17, 2001**

#### INTRODUCTION/BACKGROUND

An identified Street Objective in the 2001 Budget was the purchase and installation of streetlights along Harborview Drive.

Price quotations for the streetlights (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u>
	(Including Sales Tax and Shipping)
Wesco Distributors, Inc.	\$ 13,586.70
Consolidated Electric Distributors, Inc.	\$ 15,103.20
Triarc Electric Supply Co.	\$ 15,284.40

The lowest price quotation received was from Wesco Distributors, Inc., of Tacoma, in the amount of \$13,586.70, including state sales tax and shipping.

Work is expected to begin following delivery of the material in late March or early April.

#### ISSUES/FISCAL IMPACT

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

#### RECOMMENDATION

Staff recommends that Council authorize purchase of the streetlights for installation along Harborview Drive from Wesco Distributors, Inc., as the lowest vendor, for their price quotation proposal amount of thirteen thousand five hundred eighty-six dollars and seventy cents (\$13,586.70), including state sales tax and shipping.



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**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR** *DRS*  
**SUBJECT: 2001 WASTEWATER OUTFALL AND NPDES SUPPORT STUDIES**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: JANUARY 17, 2001**

#### **INTRODUCTION/BACKGROUND**

Section S12 of the National Pollutant Discharge Elimination System (NPDES) permit issued August 15, 1997 requires that the City test the water quality in Gig Harbor two times per year at five separate locations.

Consultant services are needed to satisfy the 2001 conditions and requirements of the NPDES permit. The proposed scope of services include field and laboratory sampling and testing services for the 2001 receiving water quality program, and preparation of a final water quality report for submittal to the Department of Ecology, as required under Condition S12 of the NPDES permit. Cosmopolitan Engineering Group was selected based on their previous work for the City, familiarity with the special water sampling and testing requirements, and working relationships with Department of Ecology staff. The City Attorney has reviewed and approved this agreement.

#### **FISCAL CONSIDERATIONS**

This work was anticipated in the approved 2001 Budget. The contract amount is less than the budgeted allocation of \$20,000.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Cosmopolitan Engineering Group for the 2001 NPDES Permit Water Quality Studies, in an amount not to exceed Fourteen thousand nine hundred eighteen dollars and no cents (\$14,918.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117<sup>th</sup> South 8<sup>th</sup> Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in fulfilling the requirements of the 2001 National Pollutant Discharge Elimination System (NPDES), and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 28, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fourteen thousand nine hundred eighteen dollars and no cents (\$14,918.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within

fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## VI. Discrimination

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

## VII. Indemnification

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

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

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

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

## VIII. Insurance

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

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

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

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

## **XVI. Written Notice**

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

CONSULTANT  
William P. Fox, P.E.  
Cosmopolitan Engineering Group  
117 South 8<sup>th</sup> Street  
Tacoma, Washington 98402  
(253) 272-7220

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

## **XVII. Assignment**

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

## **XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

CONSULTANT

By:

William P. Fox  
Its Principal

CITY OF GIG HARBOR

By:

\_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
William P. Fox, P.E.  
Cosmopolitan Engineering Group  
117 South 8<sup>th</sup> Street  
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David R. Skinner, P.E.  
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City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

APPROVED AS TO FORM:

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

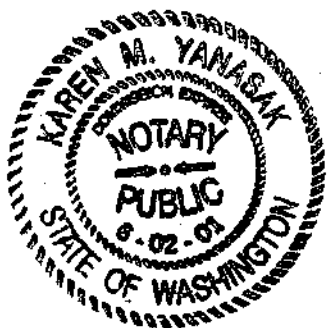
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that William P. Fox 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 Principal of Cosmopolitan Engr. Group Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/15/2001



Karen M. Yanasak  
Karen M. Yanasak  
(print or type name)

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

Pierce County

My Commission expires: 06/02/01

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

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

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

\_\_\_\_\_

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

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

# City of Gig Harbor

## EXHIBIT A Scope of Work 2001 NPDES Support Studies

The following tasks will be conducted to satisfy the requirements of Gig Harbor's NPDES permit condition S12 for 2001:

### Task 1 – Water Quality Sampling Mobilization

This task will include up-front planning and mobilization expenses to prepare for the field sampling, including:

- Update sampling plan and scheduling criteria for the two water quality sampling events
- Establish agreements with laboratories
- Prepare field equipment

### Task 2 – Weekly Temperature Sampling

Water temperature profiles and surface pH sampling shall be conducted by the City of Gig Harbor. Stations, depths, parameters, equipment, and reporting shall be as established for the sampling conducted in 1998-2000. Results will be faxed to Cosmopolitan each following day.

### Task 3 – Water Quality Sampling

The weekly sampling results shall be used to establish the date for the "critical conditions" sampling event specified in the permit. The sampling plan update in Task 1 will establish the criteria that trigger the sampling event, including tidal conditions and time of day.

Water samples shall be obtained at the same five sample locations, depths and in the same manner as was performed in the 1997-2000 water quality monitoring. Stations 1 through 3 are marine stations in Gig Harbor and the Narrows, Station 4 is Crescent Creek, and Station 5 is the WWTP effluent. The city shall collect and analyze the fecal coliform sample for Station 5.

There will be two sampling events. The first will be the "critical conditions" event, which will be scheduled from the results of weekly temperature sampling. The second event will occur in the last full week of October 2001.

Stations 1 through 3 shall be sampled in each event for the field and laboratory analytes specified in Section S12.C.1 of the NPDES permit, including metals. Conductivity, temperature and depth profiles will be obtained with a Sea-Bird Model SBE-19 Seacat Profiler. Stations 4 and 5 shall be sampled for the analytes specified in Section S12.C.2. PSEP protocol shall be followed in the collection and handling of water samples. The same analytical laboratories utilized in 1997-2000 are anticipated to be used again in 2001.

#### **Task 4 – Report**

The results of all field studies will be prepared for submittal to Ecology as specified in the permit. The weekly monitoring data furnished by the City shall be presented as a series of temperature profiles. A narrative section will summarize the temperature and pH trends and justify the identified critical condition for the water quality sampling.

The 2001 water quality sampling results for conventional parameters shall be presented in the same table format as the 1997-2000 results. Figures showing the 2001 results in a timeline with past data shall also be presented. The metals data will be presented in separate tables with no trend analysis or graphical presentation. QA/QC for the metals data shall be presented.

The report shall be prepared as a draft for review by the City of Gig Harbor prior to January 15, 2002. Following comments by the City, five copies of the final report will be provided to the City for transmittal to Ecology by February 15, 2002.

# SCHEDULE OF RATES AND ESTIMATED HOURS

## EXHIBIT B

### NPDES Permit Section S12 Water Quality Sampling - Year 2001

#### LABOR

Task	Name: Principal	Name: Engineer III	Name: Tech/CAD	Task Subtotal
	Rate: \$38.25 Hrs \$	Rate: \$28.00 Hrs \$	Rate: \$22.50 Hrs \$	
1. Mobilization	4 \$153	8 \$224	\$0	\$377
2. Weekly Temperature Sampling	\$0	\$0	\$0	\$0
3. Water Quality Sampling	4 \$153	32 \$896	32 \$720	\$1,769
4. Report Preparation	4 \$153	24 \$672	12 \$270	\$1,095
<b>Subtotal</b>	<b>12 \$459</b>	<b>64 \$1,792</b>	<b>44 \$990</b>	<b>\$3,241</b>

DIRECT LABOR SUBTOTAL: \$3,241  
 INDIRECT LABOR AND OVERHEAD @ 172%: \$5,575  
 SUBTOTAL: \$8,816  
 PROFIT @ 15%: \$1,322  
**TOTAL DIRECT, INDIRECT AND PROFIT: \$10,138**

#### DIRECT COSTS

Item	Quantity	Unit	Unit Cost	\$
Boat and Operator	2	events	\$825	\$1,650
Sample Equipment (bottles, GPS, CTD, etc.)	2	events	\$225	\$450
Oceanography Lab - UW	2	events	\$280	\$560
Metals Lab - Columbia Analytical	2	events	\$840	\$1,680
Conventional Lab - ARI	2	events	\$140	\$280
Mileage	500	miles	\$0.320	\$160

**DIRECT SUBTOTAL: \$4,780**

**TOTAL COST: \$14,918**



**EXHIBIT B**  
**SCHEDULE OF RATES**  
**COSMOPOLITAN ENGINEERING 2001**

D'Aboy, James	Principal	\$38.25
Fox, William	Principal	\$38.25
Hines, Ronald	Project Eng 4	\$38.25
Helbig, William	Project Eng 4	\$38.25
Mondress, Howard	Structural Eng	\$30.00
Mauren, Lorna	Project Eng 3	\$29.75
Fowlie, Robert	Project Eng 3	\$28.00
DeLeon, Dana	Project Eng 3	\$28.00
Trohimovich, Merita	Project Eng 3	\$28.00
Edwards, Duane	Landscape Arch.3	\$25.50
Stump, Marty	Landscape Arch.3	\$25.50
Hoey Lees, Susan	CAD Tech	\$21.25
Brewer, Ronel	Engineering Tech	\$22.00
Yanasak, Karen	Accounting/Admin	\$22.50
Coburn, Janice	Wordprocessor	\$22.50
Lamarca, Ron	Admin Assistant	\$15.50
Roche, Silke	Admin Assistant	\$9.72

Direct Costs markup @ 15%



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: CONSULTANT SERVICES CONTRACT**  
**- SEWER OUTFALL EXTENSION DESIGN**  
**DATE: JANUARY 17, 2001**

#### **INTRODUCTION/BACKGROUND**

An identified Sewer Objective in the 2001 Budget was to begin the design and permitting process of the sewer outfall extension project. The National Pollutant Discharge Elimination System (NPDES) permit issued August 15, 1997 and the September 30, 1997 settlement agreement with Waste Action Project stipulated that the City perform an engineering study to evaluate discharge alternatives, which included extension of the City's outfall outside Gig Harbor Bay. On May 8, 2000 the City Council directed the Public Works Department to proceed with the option of moving the existing sewer outfall into Colvos Passage.

Consultant services are needed to perform the necessary design and permitting required for this project. Of the firms considered for this work, Cosmopolitan Engineering Group was selected based on their prior experience with the preliminary outfall study and related work for the City, familiarity with sewer outfall relocation projects, and their working relationships with the Department of Ecology staff. The City Attorney has reviewed and approved this agreement.

The scope of services to be provided include but are not limited to the following:

- Hydrographic and Geophysical Surveys
- Oceanographic Data Collection
- Development of Design Alternatives
- Predesign Report
- Permit and Easement Application Preparation
- Biological Assessment
- Sediment Chemistry
- JARPA Application Submittal
- Final Design
- Construction Drawings, Contract Documents and Estimate
- Bidding Assistance

#### **ISSUES/FISCAL IMPACT**

This work was anticipated in the approved 2001 Budget. The contract amount is less than the budgeted allocation of \$400,000.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Cosmopolitan Engineering Group to provide Wastewater Outfall Extension Predesign, Permitting and Final Design Services, in an amount not to exceed Three hundred eighty-eight thousand nine hundred thirty-nine dollars and no cents. (\$388,939.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117<sup>th</sup> South 8<sup>th</sup> Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the Wastewater Outfall Extension, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 28, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three hundred eighty-eight thousand nine hundred thirty-nine dollars and no cents (\$388,939.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within

fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2001; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## VI. Discrimination

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

## VII. Indemnification

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

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

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

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

## VIII. Insurance

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

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

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

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

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

E. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

CONSULTANT  
William P. Fox, P.E.  
Cosmopolitan Engineering Group  
117 South 8<sup>th</sup> Street  
Tacoma, Washington 98402  
(253) 272-7220

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

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

## **XVIII. Modification**

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



**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

CONSULTANT

By: William P. Fox  
Its Principal

CITY OF GIG HARBOR

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

Notices to be sent to:  
CONSULTANT  
William P. Fox, P.E.  
Cosmopolitan Engineering Group  
117 South 8<sup>th</sup> Street  
Tacoma, Washington 98402  
(253) 272-7220

David R. Skinner, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

APPROVED AS TO FORM:

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

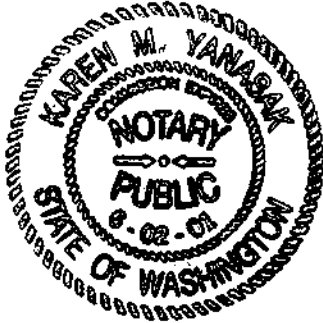
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that William P. Fox 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 Principal of Cosmopolitan Eng. Group Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1/15/2001



Karen M. Yanasak

Karen M. Yanasak

(print or type name)

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

Pierce County

My Commission expires: 06/02/01

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

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

# City of Gig Harbor Wastewater Outfall Extension

## EXHIBIT A

### Scope of Work

### Pre-design, Permitting, and Final Design Services

#### General

This Scope of Work provides a detailed description of the pre-design, permitting, and final design services for the proposed wastewater outfall extension into Colvos Passage. The Design Team will be lead by Cosmopolitan Engineering Group as the prime consultant. Subconsultants will include Golder Associates, Thornton Land Surveying, CRA Northwest, Rosedale Marine Engineering, and Evans-Hamilton for bathymetric surveying, geotechnical, biological, and oceanographic support.

Word processing will be completed in Microsoft Word 2000, spreadsheets will be completed in Microsoft Excel 2000, and engineering drawing production will be completed using AutoCAD Version 14.

The City of Gig Harbor desires to complete construction of the outfall extension by autumn 2003. The following milestones have been established to meet this schedule. These milestones provide a basis for establishing budget parameters and staff utilization for the work included in this contract.

Notice to Proceed	January 2001
Bathymetric, Oceanographic, and Biological Surveys	February-March 2001
Pre-design Report	May 2001
Permit Application Submittals	May 2001
90% Design Submittal	December 2001
Submit SRF and CCWF Funding Applications	February 2002
Bidding	November 2002
Construction Contract Award	February 2003
Construction	June-October 2003

Both Gig Harbor and Cosmopolitan Engineering Group acknowledge that there are factors beyond the control of either party that could delay the planned completion date, including but not limited to agency permitting requirements, right-of-way acquisition, SEPA determination, bidding irregularities, and availability of marine construction materials and equipment. In such an event, the Scope of Work, Schedule, and Budget may be modified in accordance with the terms of the contract.

## **Task 100 – Project Administration and Management**

**101 Contract Administration** – Provide administration and coordination for work associated with this Scope of Work including invoices, budget and schedule submittal, and contract-related issues. Specific work items outlined for this task include:

- Administer contracts and subcontracts executed under this Scope of Work.
- Keep Gig Harbor Public Works staff informed regarding Scope, Budget, and Schedule for each task during the course of the work. Monthly status meetings between Gig Harbor Project Manager, Design Team Manager, and Design Team Assistant Manager are anticipated.
- Coordinate with Gig Harbor regarding changes to the work that may be outside of the Scope, Budget, or Schedule identified herein. Prepare cost proposals for amended Scope, Budget, and Schedule items, as applicable, to allow Gig Harbor to determine acceptability of the proposed work and authorize the work to proceed.
- Prepare and submit monthly invoices that meet the format required by Gig Harbor. Information planned for each invoice includes:
  - Breakdown of effort for each individual staff member, the number of hours worked, their billing rate, overhead rate and fee, and the direct costs for each task.
  - Backup documentation for each outside purchase direct expense over \$50.
  - Subconsultant invoices with the same format and level of detail.
- Prepare a monthly progress status report that identifies the work performed to date, comparison of the budget to amount expended for each task, percentage complete for each task, and the actual vs. scheduled project progress.

### ***Deliverable Products:***

- Monthly invoices with backup documentation
- Monthly status and progress reports

**102 Project Controls** – Work will include the necessary measures to monitor the overall project scope and budget, schedule and delivery of products. Project controls will:

- Include a project schedule that identifies the relationship and due dates of each task and deliverable product, project management functions, agency and permitting milestones, and QA/QC checks.
- Schedule staff to meet the upcoming project requirements

- Track staff level of effort for each task and subtask through the course of the work under this Scope
- Track the budget associated with direct and indirect cost items for each task and through the course of work under this Scope and Budget
- Quality control measures will be established. These will include self-checks of calculations and engineering evaluation, checking field-generated information, and checking the work performed to ensure compliance with the Scope and Budget.
- Quality assurance checks will be conducted by designated QC reviewers at key times in the preliminary and final design process to include, at a minimum, the following key items:
  - Design calculations for pipelines
  - Material quantity takeoff
  - Cost estimates of alternatives
  - Final deliverable products
  - Peer review by an experienced construction diver

*Deliverable Products:*

- Project schedule, including updates
- QA/QC protocol

**103 Community Relations Support** – The Consultant will provide support to Gig Harbor for up to two presentations to the City Council and/or public. This support will consist of graphic materials for the presentation and attendance by the project manager, project engineer, landscape architect, and/or aquatic biologist.

*Deliverable Products:*

- Graphic display information

## **Task 200 – Predesign**

**201 Records Review** – This task will include search and review of relevant information for this project, including:

- As-built drawings of the existing outfall and effluent pumps
- Inspection or condition reports on land portion of outfalls, manholes, other structures and adjacent utilities
- Hydraulic performance data for the effluent pumps
- NPDES Permit and Fact Sheet

- Environmental data relating to sediments, water quality, geology, wind/wave data, marine biology, and currents
- Rights-of-way, harbor lines and aquatic land leases
- Survey control monuments and benchmarks for this project

*Deliverable Products:* None

**202 Hydrographic and Geophysical Surveys** – This subtask includes the scope of work for conducting a marine and terrestrial geophysical survey and geological assessment for the Gig Harbor Outfall project. The proposed outfall will run from Gig Harbor into Colvos Passage a distance of approximately 8,500 feet. The objective of this investigation is to provide detailed characterization of the physical features of the seafloor, and subbottom, along the proposed outfall corridor and the geologic conditions at the inshore landing, and on the East Gig Harbor spit. The geophysical techniques used to characterize the seafloor will include precision bathymetry, side scan sonar, and subbottom profiling. In addition, sediment cores or surficial sediment samples and underwater video will be obtained at selected locations within the corridor. The terrestrial geophysics will use seismic refraction or electrical imaging and the geologic assessment will consist of field observations, literature review, and hand sampling.

### **Proposed Survey Coverage**

The survey area is approximately 8,500 feet in length and 100 feet in width. To obtain detailed information on the seafloor and subsurface characteristics, a series of transects spaced at an interval of approximately 50-feet will be run parallel to the proposed pipeline. A secondary set of transects, spaced at an interval of 300-feet, will be run perpendicular to the primary set. The intersection of these two sets of transects provides a means to validate the accuracy of the depth data, to accurately map sediment thickness and identify possible geohazards particularly on the steeper slopes of Colvos Passage.

A series of transects will also be run in between the finger piers at the marinas located in the inner harbor. Additional coverage will be provided at the north end of the harbor, near the harbor entrance, and out in Colvos Passage. Upland topography will also be surveyed at the land-water transition near Pump Station 2 and at the Gig Harbor sandspit.

### **Navigation**

CRA Northwest of Lynnwood, Washington will provide the survey vessel, the R/V Hydro, navigation, and precision bathymetry. The navigation system will be interfaced with the geophysical instruments so that the results of the survey, presented as a series of maps, can be geo-referenced.

The position of the survey vessel will be determined using the differential global positioning system (dGPS). The US Coast Guard beacon located on Vashon Island will be used to provide the differential corrections. The navigation data will be acquired with

a Trimble Model 4000SE dGPS interfaced with CRA Northwest for Windows navigation software. The shipboard receiver will output differentially corrected WGS 84 latitude and longitude values every second with sub-meter accuracy. WGS 84 positions will be projected in real-time to an appropriate projection, UTM or Washington North, Zone 4601. The position of the survey vessel will be plotted on a vessel track plot and displayed in real-time on a color monitor that will also provide additional navigation parameters to the helmsman. This enables piloting the survey vessel along predetermined survey lines and navigating to selected geologic or bathymetric features for optional video work. In addition, the navigation information will be transmitted to the sonar acquisition system and the subbottom profiler system thereby placing a geographical reference on all sonar data.

## **Bathymetry**

Precision bathymetric data will be acquired with an Odom Echotrack precision echosounder. A single beam echosounder will provide data for producing a detailed bathymetric map to assist in selecting the pipeline route.

A SeaTEC MRU5 heave compensator will be interfaced with the digital echosounder to compensate for motion of the transducer due to swells and waves. The analog record will display the uncompensated as well as the compensated motion of the transducer. Vessel heave, roll and pitch motion will be recorded at a rate of 30 times per second. Corrections for vessel roll and pitch will be post-processed for single beam data.

Calibration of the precision echosounder will be done using a standard bar check. Measurements will be made at least two times each day. The velocity of sound in seawater data will be logged in the navigation computer and used during final data processing to correct the depths for changes in the velocity profile.

Soundings will be reduced to depths below mean lower low water (MLLW). For the single beam survey published tidal information from NOS will be used.

## **Side Scan Sonar**

Acoustic images of the seafloor will be acquired with a GeoAcoustic dual frequency side scan sonar. The data will be displayed on a thermal graphic recorder and archived on a Sony or GeoPro digital acquisition system. Both the graphic recorder and the digital acquisition system will be interfaced with the navigation system that will provide event marks at a 20-second interval.

Sidescan sonar data will be acquired on lines spaced at intervals of 100 feet. The data will be acquired and displayed on a 150-foot scale, 75 feet to either side of the survey vessel. This will provide a minimum overlap or redundancy of data coverage of 150 percent to aid in interpreting subtle seafloor features and identifying debris or other geohazards that might have an adverse affect on installation or maintenance of the pipeline.



## **Continuous Seismic Reflection Systems.**

A high-resolution continuous reflection survey will be performed to characterize the nature and thickness of the marine sediments, and to identify areas of submarine slope failure or other potential geohazards. The subsurface data will be acquired with either a Datasonic Model 5000 subbottom profiler or Applied Acoustic Engineering GeoPulse, and a Datasonic Model 1200 Bubble Pulser. The use of two systems, having different acoustical output characteristics, provides a means to identify and measure the thickness of fine-grained sediment and to penetrate coarse-grained sediment such as gravel and cobbles. Previous geophysical surveys in Puget Sound have found this an effective technique for accurately mapping subsurface stratigraphy, and providing sediment classification.

The seismic reflection data will be displayed on an EPC Model 1036 thermal graphic recorder, recorded on digital tape together with the side scan sonar data. The graphic recorder and the digital acquisition system will be interfaced with the navigation system that will provide fiducials or fix marks at a 20-second interval.

## **Terrestrial Geophysics**

A seismic refraction or electrical imaging survey will be conducted on the East Gig Harbor spit. The purpose of this study is to determine the nature of the subsurface stratigraphy and to provide information to assist in the geotechnical evaluation of this area. These data may provide sufficient information on the subsurface so that intrusive investigations may not be required if the pipeline crosses the spit.

## **Verification of Geophysical Data**

To provide a semi-quantitative interpretation of the surface geophysical data, and to verify the interpretation of the shallow subsurface data, a number of surface and shallow subsurface sediment samples will be obtained. Sampling will be done with a gravity corer and a VanVeen or Shipex surface sampler. These soil-sampling instruments will provide information on soils that range in size from silt and clay to cobbles to a maximum subsurface depth of 10 feet, in fine-grained sediment. Characterization of the samples will include grain size analysis.

The verification of sediment type and biological activity will also be done with an underwater video camera. These images will be obtained at selected locations or along selected transects based on preliminary interpretation of the geophysical data. The video data will be stored on a VCR with voice annotation, time, and dGPS positions.

## **Geological and Geotechnical Assessment**

A reconnaissance level geological and geotechnical assessment will be made at the Gig Harbor landing site near Pump Station 2 and on the East Gig Harbor spit. This assessment will consist of geologic field observations supported with information from hand-augers and a review of the terrestrial geophysical data. Based on information from

the field study recommendations will be made regarding any possible requirement for additional subsurface sampling.

### *Deliverables*

The results of the hydrographic and geophysical survey will be provided in both hard copy format and as an electronic document compatible with Microsoft Word and AutoCAD v.13. The following are the proposed deliverables for the final report.

- Written report containing full documentation of field procedures and instrumentation, discussion of data analysis procedures, and presentation of results.
- Bathymetric sounding and contour map.
- Surficial features map based on interpretation of the side scan sonar and seismic reflection data.
- Selected images of side scan sonar data illustrating representative surficial features.
- Selected interpreted profiles along the alignment based on seismic reflection data.
- Edited copy of the videotape
- Geologic/geotechnical report based on the preliminary field investigation at the North Harbor View landing site and the East Gig Harbor Spit. Recommendations will be made for additional intrusive investigations if required.

**203 Oceanographic Data** -- This task will provide the oceanographic data necessary for the pipeline design. The required data include current velocity data at the proposed diffuser depth in Colvos Passage and water properties along the outfall route.

A SonTek 500 kHz acoustic Doppler profiler (ADP) will be used to collect current speed and direction at the proposed diffuser site. The ADP 500 is capable of measuring currents through the water column to a depth of 110 meters at 1-meter depth intervals. The ADP will be mounted in a trawl-resistant mount that includes an acoustic release and buoy line for retrieval of the mooring. The mooring will be deployed in Colvos Passage in approximately 150 feet of water for one month. Data products will include percent occurrence tables of current speed and direction for several depths at the mooring site.

Water properties will be measured along the proposed outfall route during winter and late summer 2000. Density parameters will be obtained with a SeaBird SBE 19 profiler. Data products will include integrated water density at up to six locations to determine density-based design criteria for current forces and pipe weighting.

### *Deliverable Products:*

- Data files in Excel format

**204 Design Criteria** – This task will establish the design criteria to be used for the development and evaluation of alternatives through final design. The following criteria will be established:

- Design effluent flows for current and future conditions (provided by the City)
- Tidal data and project datum
- Current velocity statistics from Subtask 203
- Wind waves by Corps of Engineers hindcast methods (intertidal and shallow subtidal)
- Oceanographic forces acting on beach and/or exposed pipes
- Outfall performance criteria, if any (e.g., mixing zone dilution, farfield transport, effluent trapping, water quality standards compliance, sediment impacts)

These criteria will be documented in a draft technical memorandum distributed to Gig Harbor for review. It will be finalized in the Predesign Report.

***Deliverable Products:***

- Design criteria for the Predesign Report

**205 Development of Alternatives** – Following the survey and base mapping, geophysical/geotechnical investigations and design criteria development, a range of outfall route and design alternatives will be developed. The alternatives will include variations and combinations of the following design features:

- Discharge depth
- Diffuser design criteria
- Alignment and profile
- Hydraulic design approach, including air management
- Pipeline materials and joints
- Cathodic protection systems (as needed)
- Pipe weighting (intertidal and subtidal zones)
- Earthwork (trenching/shoring/bedding/backfill/armoring)
- Construction methodology
- Shoreline connection point, adequacy of existing structures
- Demolition and removal (intertidal and subtidal zones)
- Shoreline landscape restoration
- Revised shellfish closure zone evaluation

A workshop will be held with City of Gig Harbor staff and the design team to discuss the design options developed for the outfall extension. The objective of the meeting will be to establish the preferred design alternative. The workshop is tentatively scheduled for April 2001.

***Deliverable Products:***

- Alignment and profile alternatives on base map
- Working materials for Workshop and Predesign Report

**206 Predesign Report** – Following confirmation of the alternatives and approach in the Workshop described under Subtask 206, a Predesign Report will be prepared to include the following:

- Design criteria
- 30% drawings
- Outline specifications
- Key design calculations
- Easement requirements
- Screening level evaluation of sediment contamination potential
- Preliminary estimate of probable construction costs

All of the tasks above will be presented in a Draft Predesign Report for Gig Harbor review and approval. A final report addressing Gig Harbor comments will then be provided. The report will include updated project schedule, design criteria, permitting agency requirements, and the preferred alternative. Technical reports (e.g., geotechnical, oceanographic, aquatic resources) will be appended to the Predesign Report.

***Deliverable Products:***

- Draft and Final Predesign Reports (3 copies each)

**207 QA/QC** – This task will include the QA/QC checks and peer review(s) as prescribed in Subtask 102.

***Deliverable Products:*** QA/QC documentation to the project files.

## **Task 300 – Permit and Easement Applications**

**301 Identify Agency Requirements** – Early contact will be made with permitting and reviewing agencies to identify probable permit requirements and schedules that will affect design and construction of the outfall replacement. We anticipate beginning dialogue in February 2001 with the Corps of Engineers, WDFW, Ecology, WDOH, DNR, and the Puyallup Tribe to support this task. The objective of this task will be to develop a

proactive permit strategy that will facilitate agency approvals in a timely fashion. The following agency concerns will be investigated:

- Fisheries construction window
- Documentation of presence or absence of eelgrass
- Commercial shellfish closure zone and mitigation, if required
- Biological Assessment (BA) requirements for ESA review
- Essential Fish Habitat (EFH) documentation requirements
- Corps of Engineers Nationwide Permit applicability
- Intertidal restoration
- Aquatic Lands Easement requirements
- Tribal issues

***Deliverable Products:***

- Meeting and telephone conversation minutes

**302 Biological Assessment (BA)** – The environmental scope for the Gig Harbor outfall extension will include preparation of an Endangered Species Act (ESA) Biological Assessment (BA) and a bioresources assessment. The BA will address the use of the project area by and evaluate potential impacts to all listed (threatened, endangered, candidate, or proposed) species as directed by the National Marine Fisheries Service and the U.S. Fish and Wildlife Service, which are the listing agencies. In addition, the BA will provide a description of baseline conditions and any mitigation or conservation measures that may be appropriate.

A bioresources assessment will be conducted to gather site-specific information on habitats, confirm the distribution of eelgrass (*Zostera sp.*) relative to the outfall alignment, assess geoduck clam (*Panopea abrupta*) populations, and characterize associated bioresources. The assessment will use the information gathered in the geophysical survey, side scan sonar and underwater video, and will confirm conditions through a site visit. For instance, eelgrass distribution will be initially mapped through the geophysical portion of this project. The distribution of eelgrass and other habitats along the preferred outfall alignment will be confirmed by scuba diving during the bioresources assessment.

The design for the outfall calls for a new pipeline to be constructed across Gig Harbor and down to approximately – 170 feet below mean lower low water (MLLW) in Colvos Passage. The selected depth for the discharge will eliminate the need for a shellfish closure zone and reimbursement to the State of Washington for decertification of harvestable geoducks. Thus, only an assessment of the geoduck population that will be directly affected by the outfall construction above – 70 feet MLLW will be conducted.

This assessment should be able to be completed in one day because of the short distance between the end of the existing outfall and the 70-foot depth contour.

However, Washington Department of Fish and Wildlife has requested that site and season-specific estimates of geoduck "show factor" and biomass be obtained for the Gig Harbor outfall. The purpose of these determinations is to more accurately assess the loss of geoduck resources due to construction of the outfall. Thus, labor and expenses for a geoduck show factor determination are included in the project budget.

The scope of this proposal includes meetings with permitting agencies, but does not include formal consultation with the ESA listing agencies, or any mitigation planning for eelgrass or other critical habitat. Should these services become necessary, the budget for this project can be revised.

#### *Deliverables*

- Draft and final ESA BA
- Report on the results of the bioresources assessment including the geoduck show factor and biomass determinations

**303 Sediment Chemistry** – The Washington Department of Natural Resources (WDNR) may make it a condition to conduct sediment studies for the Aquatic Lands Lease. These studies may consist of baseline sediment chemistry sampling and benthic infauna community analysis and monitoring. Because the protocols and procedures for these sediment studies have not yet been determined, only sediment chemistry studies are included with this proposal.

A total of six sediment samples will be collected for metals and SVOC analysis. Two will be in Colvos Passage in the vicinity of the proposed outfall and four within Gig Harbor spaced along the proposed outfall alignment. Sediment collection and handling will be as specified in PSEP protocol. Sample delivery, compositing, and archiving will be coordinated with the selected analytical laboratory.

The results will be presented as an appendix to the predesign report. The report will include graphics for sampling stations, sample collection methods and coordinates, sample receiving, compositing, shipping and archiving, and QA/QC for the sample collection and analysis. Results will be compared to Washington State sediment quality standards (SQS) in WAC 173-204.

#### *Deliverables*

- Appendix section as described above

- 304 Joint Aquatic Resources Permit Application (JARPA)** – The consultant team will prepare the JARPA application materials, including required drawings. When approved and executed by the City of Gig Harbor, the JARPA will be forwarded to the appropriate agencies. The BA will be submitted along with the JARPA to the appropriate agencies. The project budget also includes tracking/prompting the permit agencies progress after the applications are submitted. All permit fees shall be paid by the City.

*Deliverable Products:*

- Draft JARPA application to Gig Harbor for review
- Completed JARPA application and supporting documentation, properly executed by the City, for submission to permitting agencies.

- 305 Easement Applications** – This task will provide the applications to DNR and the Coast Guard for the easements required for this project. DNR will be the leasing agency for the aquatic lands occupied by the proposed outfall pipeline. The Coast Guard has equivalent jurisdiction over the sandspit where the air relief station is proposed. Applications to these two agencies will include the prescribed forms, drawings, and legal descriptions, which will be furnished by Thornton Land Surveying. All fees shall be paid by the City.

The shoreline work near North Harborview Drive is anticipated to be conducted within existing right-of-way, thus no other easements are anticipated to be required.

*Deliverable Products:*

- Draft easement application materials to Gig Harbor for review
- Completed easement applications and supporting documentation, with City authorized signatures, submitted to DNR and the Coast Guard.

## **Task 400 – Final Design**

- 401 Final Engineering Design** – This task will include completion of all design parameters necessary for the preparation of construction contract documents. The final design elements to be completed include:

- Alignment
- Profile (intertidal and subtidal zones)
- Hydraulic design, including air management
- Pipeline materials and joints
- Cathodic protection systems (as needed)
- Pipe weighting (intertidal and subtidal zones)

- End structure, if required
- Earthwork (trenching/sheeting/shoring/bedding/backfill/armoring)
- Construction methodology/sequencing
- Utility conflicts/relocation
- Special conditions
- Staging
- Shoreline connection point, adequacy of existing structures
- Demolition and removal (intertidal and subtidal zones)
- Operation and maintenance considerations
- Update geotechnical report
- Beach/shoreline restoration

*Deliverable Products:* Outlined in Tasks 402 through 404

**402 Construction Drawings** – This task will include completion of construction drawings to the standard size and format of the City of Gig Harbor, with standard logo and title block. Plan and profile sheets will be prepared on the topographic base map prepared under Task 202. Approximately 15 drawings are anticipated for this project. Submittals to the City will be made at the 90 percent and final levels.

*Deliverable products:*

- One reproducible half-size set of 90 percent drawings
- One reproducible full-size and half-size set of original final drawings for bid
- Electronic file copy of final drawings

**403 Construction Contract Documents** – This task will include construction contract documents and technical specifications in CSI format. The complete Contract Documents will consist of the Bidding Documents, General Conditions (Division 0), General Requirements (Division 1), Technical Specifications (Divisions 2–13), and the Construction Drawings. Appendices may include geotechnical and geophysical investigations, aquatic resource evaluations, and permits. The Design Team will furnish the entire Contract Documents, including any standard contract provisions furnished by the City of Gig Harbor.

*Deliverable products:*

- Draft Contract Documents for 90 percent submittal (3 copies)
- Final Contract Documents (20 copies)

**404 Estimate of Probable Construction Cost** – The Consultant shall provide an estimate of the probable construction cost at the 90 percent design submittal. The estimate shall be updated to include all bidding addenda and submitted in a sealed envelope at the bid opening.



***Deliverable Products:***

- 90 percent and final Engineer's Construction Cost Estimate

**405 Bidding Assistance** – The Consultant shall provide assistance to the City of Gig Harbor during the bidding phase of the project to:

- Prepare for and attend the pre-bid conference
- Respond to questions or requests for information from bidders
- Attend the bid opening
- Assist the City in evaluating bids and attend the bid evaluation meeting

***Deliverable Products:***

- Certified bid tabulation

**406 QA/QC** – This task will include QA/QC checks and peer review as prescribed in the Project Management and Work Plan.

***Deliverable Products:*** QA/QC documentation to the project files.

**SCHEDULE OF RATES AND ESTIMATED HOURS**  
**EXHIBIT B**

***Outfall Predesign, Permitting and Design***

**LABOR**

Task	Name: Principal/Sr Eng	Name: Engineer III	Name: WP/CAD	Task Subtotal
	Rate: \$38.25 Hrs \$	Rate: \$28.00 Hrs \$	Rate: \$22.50 Hrs \$	
100 - Project Administration and Management	120 \$4,590	120 \$3,360	120 \$2,700	\$10,650
200 - Predesign	332 \$12,699	480 \$13,440	108 \$2,430	\$28,569
300 - Permit and Easement Applications	124 \$4,743	200 \$5,600	96 \$2,160	\$12,503
400 - Final Design	366 \$14,000	360 \$10,080	228 \$5,130	\$29,210
<b>Subtotal</b>	<b>942 \$36,032</b>	<b>1160 \$32,480</b>	<b>552 \$12,420</b>	<b>\$80,932</b>

DIRECT LABOR SUBTOTAL: \$80,932  
INDIRECT LABOR AND OVERHEAD @ 172%: \$139,202  
SUBTOTAL: \$220,134  
PROFIT @ 15%: \$33,020  
**TOTAL DIRECT, INDIRECT AND PROFIT: \$253,154**

**DIRECT COSTS**

Item	Quantity	Unit	Unit Cost	\$
Golder/CRA - Bathymetry and Geophysics	1	l.s.	\$28,865	\$28,865
Golder/RME - Biological Assessment/Geoducks	1	l.s.	\$44,050	\$44,050
Thornton - Easements and Legal Descriptions	1	l.s.	\$4,500	\$4,500
EHI/RME - Current Meter and CTD	1	l.s.	\$47,230	\$47,230
SAS - Sediment Lab	6	ea.	\$1,330	\$7,980
Document Printing	1	allowance	\$3,000	\$3,000
Mileage	500	miles	\$0.320	\$160

**DIRECT SUBTOTAL: \$135,785**

**TOTAL COST: \$388,939**

**EXHIBIT B**  
**SCHEDULE OF RATES**  
**COSMOPOLITAN ENGINEERING 2001**

D'Aboy, James	Principal	\$38.25
Fox, William	Principal	\$38.25
Hines, Ronald	Project Eng 4	\$38.25
Helbig, William	Project Eng 4	\$38.25
Mondress, Howard	Structural Eng	\$30.00
Mauren, Lorna	Project Eng 3	\$29.75
Fowlie, Robert	Project Eng 3	\$28.00
DeLeon, Dana	Project Eng 3	\$28.00
Trohimovich, Merita	Project Eng 3	\$28.00
Edwards, Duane	Landscape Arch.3	\$25.50
Stump, Marty	Landscape Arch.3	\$25.50
Hoey Lees, Susan	CAD Tech	\$21.25
Brewer, Ronel	Engineering Tech	\$22.00
Yanasak, Karen	Accounting/Admin	\$22.50
Coburn, Janice	Wordprocessor	\$22.50
Lamarca, Ron	Admin Assistant	\$15.50
Roche, Silke	Admin Assistant	\$9.72

Direct Costs markup @ 15%



*City of Gig Harbor. The "Maritime City"*

DEPARTMENT OF PLANNING & BUILDING SERVICES  
3125 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-4278

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: PATRICIA IOLAVERA, SENIOR PLANNER**  
**SUBJECT: DRAFT ORDINANCES RELATING TO PUD, PRD AND RELATED  
CHANGES TO THE GIG HARBOR MUNICIPAL CODE**  
**DATE: JANUARY 18, 2001**

### **INFORMATION/BACKGROUND**

Please find enclosed for your consideration five (5) ordinances. Staff has responded to the discussion during the Council work session of January 2, 2001 and made changes accordingly. This includes changes to Titles 16, 17, & 19. It was staff's understanding that the PRD should be revised per Council comments and amended with other sections as appropriate, but that the PUD was not discussed at length, and that council was inclined to rescind that chapter. You can expect to see the following changes:

1. Addition of opportunity for a single one year extension for final plat.
2. New Type III-A permit application process for preliminary and final approval – goes from hearing examiner directly to court on appeal. Council may appeal hearing examiner decision.
3. All roads required to be built to GHPW standards for public roads.
4. Design review completed before case goes to hearing examiner, but hearing examiner will be present at final DRB meeting where final approval is given on related issues.
5. Rewrote requirements for open space to include a formula for amount and use by general public. Amended bonus' for views to clarify views for the general public.

### **POLICY CONSIDERATIONS**

By elimination of the PUD may decrease the opportunity for flexibility. However, the much of what can be achieved through the use of a PUD is accessible through design review. The requirement to have all roads constructed to PW standards for public roads will place considerable cost burden on developers precluding the usefulness of a PRD method as normal subdivisions are not so required. The Director of Public works has indicated that he feels the underlying concern of Council may be addressed through existing Gig Harbor regulations.

### **FISCAL CONSIDERATIONS**

The new administrative process is likely to eliminate some costs to the City in the form of legal fees by reducing the number of appeals.

**RECOMMENDATION**

Staff recommends that the Council hear the perspective of the Director of Public Works prior to final adoption of the PRD.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE REGULATIONS RELATING TO PLANNED RESIDENTIAL DEVELOPMENTS, DESCRIBING THE CONTENTS OF A COMPLETE APPLICATION FOR A PRELIMINARY AND FINAL PRD, MAJOR AND MINOR PRD AMENDMENTS, SETTING FORTH THE CRITERIA FOR APPROVAL AND THE PERFORMANCE STANDARDS, AMENDING SECTIONS 17.89.010, 17.89.020, 17.89.030, 17.89.040, 17.89.050, 17.89.060, 17.89.070, 17.89.080, 17.89.090, 17.89.100, 17.89.110, AND 17.89.130, AND REPEALING SECTION 17.89.120 OF THE GIG HARBOR MUNICIPAL CODE.

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WHEREAS, the Gig Harbor City Council imposed a moratorium on the submission of planned residential development ("PRD") applications; and

WHEREAS, the City Council directed the Planning Commission to provide a recommendation regarding the City's regulations for planned residential developments; and

WHEREAS, the Planning Commission held hearings on the planned residential development regulations on July 26, 2000 and August 2, 2000; and

WHEREAS, the City's SEPA Responsible Official issued a determination of nonsignificance relating to the adoption of this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of December 11, 2000, after a public hearing;

WHEREAS, the City Council reviewed this Ordinance during a work session on January 2, 2001; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 22, 2001, after a public hearing; Now, Therefore,

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

Section 1. Section 17.89.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.010 Intent of the Planned Residential Zone ("PRD").**  
The intent of the PRD zone is to ~~provide for greater site design and flexibility and, thus, allow opportunity for more creative and imaginative residential projects than generally possible under strict application of the conventional zoning regulations~~ in order that such projects may provide substantial additional benefit to the general community. It is further intended to preserve unique or sensitive physical features, such as steep slopes, public views, retention of natural vegetation and to provide more open space and recreational amenities, for residents of the development and the general public, than would be available under conventional land development practices. Additionally, it is intended to promote more economical and efficient use of land and a unified design concept for residential development.

Section 2. Section 17.89.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.020 Where PRD's are Permitted and Acceptable Parcel Characteristics.** ~~Planned residential development may be permitted in the following zoning districts consistent with the development and design standards of this chapter:~~  
A. PRDs may be permitted in all districts zoned residential; the Waterfront Millville (WM) and Waterfront Residential (WR) zones.

B. PRDs shall not be allowed on any parcels less than two acres in size, excluding tidelands, unless one of the following findings are made, in addition to the criteria for preliminary PRD approval in this chapter:

1. An unusual physical, natural resource or topographical feature of importance exists on the site or in the neighborhood which can be conserved and still leave the applicant reasonable use of the land by the use of a PRD; or
2. The property or its neighborhood has an historical character of importance to the community that will be protected by use of a PRD.

Section 3. Section 17.89.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.030 Permit Application Procedures.** ~~Types of uses permitted. The following uses are permitted in a PRD zone: A. Single family detached dwellings and up to four unit attached structures in R-1 districts; B. All single family and multifamily dwellings as defined in Chapter 17.04 GHMC in R-2 and R-3 Districts; C. Accessory uses; D. Uses that may be allowed by conditional use permits in the underlying zone subject to the requirements of Chapter 17.64 GHMC.~~

A. Type of Permit. A preliminary PRD application shall be processed according to the procedures set forth in Title 19 GHMC for Type IIIA project permit applications. Final PRD applications shall be processed according to the procedures in Title 19 GHMC for Type IIIA project permit applications.

B. Expiration of PRD. Within five (5) years of the date of the preliminary PRD approval, an application shall be submitted for final PRD approval, otherwise, the preliminary PRD approval shall expire.

C. Concurrent Applications. Unless an applicant for preliminary plat approval requests otherwise, a preliminary plat shall be processed simultaneously with a PRD, to the extent that procedural requirements allow simultaneous processing. If an applicant requests that a preliminary PRD application be processed prior to the time a preliminary plat application is submitted, the preliminary PRD application shall not be considered to be vested, i.e., such application shall not be considered under the subdivision, zoning or other land use control ordinances in effect at the time the fully completed application for a preliminary PRD has been submitted to the City.

D. Phasing. If a proposed PRD is to be developed in phases, the entire PRD shall be portrayed in the preliminary PRD application, and each phase shall individually receive final PRD approval within the time periods established in subsection 17.89.030(B).

E. Design Review. The applicant shall submit an application for design review approval concurrent with the preliminary PRD application. The Hearing



Examiner shall be present at the Design Review Board hearings as necessary to ensure coordination of decisionmakers as allowed under chapter 19.01.022(C).

- F. Extensions. Knowledge of the expiration date and initiation of a request for an extension of time is the responsibility of the applicant. Requests for an extension of time must be submitted to the planning department at least 30 days prior to the expiration of PRD approval. The planning department shall schedule the request for extension for public hearing before the hearing examiner. One extension is the maximum to be granted and it shall be for no more than one year and the PRD may be subject to any new or amended regulations, requirements, policies or standards which are adopted after the original date of approval, unless 50 percent or more of the on-site work has been completed.

Section 4. Section 17.89.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.040. Contents of Complete PRD application.** ~~An application for approval of a PRD may be filed by a person having a legal interest in the property to be included in the PRD.~~

A. In addition to the applicable requirements of Section 19.02.002 GHMC, a complete application for preliminary PRD shall consist of the following information:

1. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18;
2. The title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant;
3. A written description addressing the scope of the project, gross acreage, net buildable acreage calculations, the nature and size in gross floor area of each use, and the total amount of net buildable land in square feet to be covered by impervious surfaces;
4. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site, as well as adjacent parcels and uses;
5. A topographic map delineating contours, existing and proposed, at two foot intervals and which locates and classifies existing streams, marshes wetlands, steep slopes and other natural features and/or critical areas;
6. Plans drawn to a scale no smaller than one inch equals 30 feet showing the proposed location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas.
7. A circulation plan drawn to a scale acceptable to the public works director illustrating all

- access points for the site and the proposed size and location of driveways, streets and roads that have immediate impact on public rights of way.
8. Utility, drainage and stormwater runoff plans;
  9. A plan of all proposed landscaping including buffers and screening to be used as well as identification of areas of significant vegetation proposed to be retained;
  10. A statement explaining how the proposed PRD is consistent with and implements the City of Gig Harbor Comprehensive Plan, the designation under the Comprehensive Plan, current zone classification, and desired zone classification;
  11. A narrative describing how the proposed PRD provides substantial additional benefit to the citizens of the City of Gig Harbor (the benefit accruing as a result of implementation of the PRD process as opposed to following the development standards of the underlying zone) and how it is proposed the additional amenities and benefits should apply to the percentage of additional density and/or height, being requested; and
  12. A map of the area, with area proposed for rezone outlined in red.
  13. Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County Auditors Office.

B. In addition to the applicable requirements of GHMC Title 19.02.002, a complete application for final PRD approval shall consist of the following information:

- 1) Two sets of mailing labels for all property owners whose parcels are within 300 feet of any border of the subject property, as provided by the Pierce County Auditors Office.
14. A complete application for design review as required under chapter 17.98.040.

Section 5. Section 17.89.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

~~17.89.050 Types of Uses Permitted. Relationship of this chapter to other ordinance provisions. The lot size, width, setbacks, building and development coverage, height limits and other dimensional requirements of the underlying use district may be superseded. A. Platting Requirements. 1. when any parcel of land in a PRD is intended for sale or individual ownership, the platting requirements of the Gig Harbor subdivision ordinance and applicable state laws pertaining to subdivisions shall be followed. 2. Applications for plat approval should be submitted and processed concurrently with an application for PRD approval. B. Public hearing required. Prior to the approval of a PRD, the hearing examiner shall hold a public hearing in accordance with the procedures of chapter 17.10 GHMC.~~

The following uses are permitted in a PRD:

A. Those primary, accessory and conditional uses permitted in the underlying

zoning district;

B. Other residential, and low impact retail uses may be located within the PRD, if a rezone application is submitted concurrently with the preliminary PRD application, and all of the following criteria are satisfied, in addition to the rezone criteria in chapter 17.100:

1. Such uses constitute 10 percent or less of the proposed project;
2. Such uses are an integral component of the planned residential development;
3. Such uses are compatible with any existing residential uses; and
4. Such uses are consistent with the Gig Harbor Comprehensive Plan.

Section 6. Section 17.89.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.060 Development and Design Standards.** ~~Minimum site area. The minimum site area for a PRD shall be two acres.~~

A. The performance standards of the underlying zoning district may be varied in a PRD, subject to the criteria in this chapter, only as follows:

1. Lot Area and Lot Width: Lot area and width requirements may be reduced where the site plan is such that light, air and privacy are provided. Cluster housing is supported.
2. Setbacks: Structures located on the perimeter of the PRD shall be set back in accordance with the front yard setbacks of the underlying zone.
3. Impervious Surface Coverage: Impervious surface coverage of individual parcels may exceed the percentage of impervious surface coverage allowed in the underlying zone; provided, that overall impervious surface coverage of the PRD does not exceed the percentage permitted by the underlying zone.
4. Height: Building height may exceed the maximum permitted by code provided, that the project design protects the views and privacy of properties inside and outside of the project but in no case shall the maximum height exceed 35 feet in R-1 and R-2 districts. Variances from the height limits as provided in the City Height Restriction Area Map, as adopted by chapter 17.62 GHMC, shall not be allowed. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PRD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height.

B. The performance standards which may not be modified or altered in a PRD are:

1. Shoreline regulations when the property is located in an area under the jurisdiction of the Gig Harbor Shoreline Master Program;
2. Standards pertaining to development in environmentally sensitive areas;
3. Regulations pertaining to nonconforming uses;
4. Standards pertaining to screening around outdoor storage areas;
5. Total coverage by impervious surface coverage; and
6. Height restrictions as identified on the adopted City of Gig Harbor Height Restriction Area Map and Shoreline Master Program.

Section 7. Section 17.89.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.070 Criteria for Approval of Preliminary PRD Application. Procedure for approval of a planned residential development. A planned residential development is a Type III permit application for a preliminary plat approval and a Type IV permit application for a final plat approval. The following are the procedures for approval of a PRD project: A. The preliminary development plan shall be reviewed in accordance with the procedures of this chapter 17.89 GHMC, GHMC Title 16 and Title 19. The city shall not approve the PRD unless it is determined that the plan complies with the policies of the comprehensive plan, the requirements of this title, and the intent and provisions of this chapter. The city may develop terms and conditions of approval. The approved preliminary plan or subsequent revision thereto shall be binding as to the general intent and layout of roads, buildings, uses of land and open space. B. Within five years of the date of the preliminary development plan approval, the application shall submit a final development plan for the proposed development for approval by the city council. After finding that the final development plan has been completed in accordance with the provisions of the approved preliminary development plan, and that all required improvements have been completed or that arrangements or contracts have been entered into to guarantee that such required improvements will be completed, and that the interests of the city are fully protected, the city council shall approve the final development plan, included thereon. The final development plan shall consist of a final plat, binding site plan or any combination thereof. C. If a proposed PRD is to be developed in phases, the entire project shall be portrayed on the preliminary development plan, and each phase shall individually receive final development plan review.**

**A. Applicants for a preliminary PRD application shall demonstrate that, with the exception of the sections of the code from which the applicant intends to vary (as allowed by Section 17.89.060), the proposed PRD satisfies all applicable code requirements, and is compatible with surrounding properties. In addition, applicants must make the following showing:**

- 1. 1. Landscaping and site plans showing the location of proposed open space or parks, road layout and proposed buffering of buildings, parking, integrated pedestrian circulation, loading and storage areas, all approved under the Design Review process;**
- 2. Identification of unique characteristics of the subject property proposed to be retained and that how those characteristics qualify for gross floor area and/or height bonus under Section 17.90.090;**
- 3. Identification of unique characteristics of the proposed use(s) how those characteristics qualify for gross floor area and/or height bonus;**
- 4. The proposed schematic relationship and arrangement of buildings and open spaces as they relate to various uses within or adjacent to the PRD approved under**

the Design Review process;

5. Measures proposed to mitigate visual impact of the PRD upon the surrounding area and approved under the Design Review process;
6. Identification of any extraordinary public improvements proposed for acceptance of ownership by the City in connection with the planned development and that qualify for the gross floor area and/or height bonus under Section 17.90.090;
7. Identification of any unique natural features of the property proposed for acceptance of ownership by the City for preservation, and that qualify for the gross floor area and/or height bonus under Section 17.90.090;
8. Identification of any unique historic or cultural features of the property and surrounding neighborhood proposed for acceptance of ownership by the City for preservation and that qualify for gross floor area and/or height bonus; and
9. Identification of any proposed recreational opportunities in excess of those normally required of a subdivision and a description of how they qualify for gross floor area and/or height bonus;

B. In addition to the above, the PRD may only be approved if the City finds that all of the following criteria are satisfied:

1. The Director of Public Works and the decision maker finds that the site access, proposed on site circulation and off-street parking meets all Public Works standards and makes adequate provision for roads, streets, alleys and other public ways. Streets and sidewalks, existing and proposed, must be suitable and adequate to carry anticipated traffic within the proposed PRD and in the vicinity of the PRD.

2. The Director of Public Works and the decision maker finds that the PRD makes adequate provision for all public utilities, including, but not limited to, water, sewer and storm water drainage. Water, sewer and storm water facilities, existing and proposed must be suitable and adequate to provide service within the proposed PRD and in the vicinity of the PRD;

3. The PRD is consistent with the Comprehensive Plan;

4. The PRD accomplishes, by the use of permitted flexibility and variation in design, a development that is better than that resulting from traditional development, and benefiting the general public as well as the residents of the PRD. Net benefit to the City may be demonstrated by one or more of the following:

- a. placement, type or reduced bulk of structures, or
- b. interconnected usable open space, or
- c. recreational facilities, or
- d. other public facilities, or
- e. conservation of natural features, or
- f. aesthetic features and harmonious design, or
- g. energy efficient site design or building features, and

5. The PRD results in no greater burden on present and projected public utilities and services than would result from traditional development;
6. The Fire Marshal and the decisionmaker finds that adequate provision has been made for fire protection;
7. The perimeter of the PRD is compatible with the existing land use or property that abuts or is directly across the street from the subject property. Compatibility includes but is not limited to size, scale, mass and architectural design;
8. At least one (or more as required by the Director of Public Works, or the Fire Marshal, or any other appropriate decision maker) major circulation point is functionally connected to a public right-of-way;
9. Open space within the PRD is an integrated part of the project rather than an isolated element of the PRD and is accessible to the general public;
10. The design is compatible with and responds to the existing or intended character, appearance, quality of development and physical characteristics of the subject property and immediate vicinity;
11. Each phase of the proposed PRD, as it is planned to be completed, contains the required parking spaces, open space, roads, recreation space, utilities and utility area and landscaping necessary for creating and sustaining a desirable and stable environment.

C. If the PRD requires a rezone(s), such rezone(s) shall be approved before or concurrently with the PRD is approval.

Section 8. Section 17.89.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.080 Criteria for Approval of final PRD Application.** Preliminary approval—Contents of application. Each application for a preliminary development plan approval shall contain the following information: A. An environmental checklist or impact statement, as may be applicable, pursuant to GHMC Title 18; B. the title and location of the proposed development, together with the names, addresses and telephone numbers of the recorded owners of the land and the applicant, and if applicable, the name, address and telephone number of any architect, planner, designer or engineer responsible for the preparation of the plan, and of any authorized representative of the applicant; C. A written description addressing the scope of the project, the nature and size in gross floor area of each use, and the total amount of square feet to be covered by impervious surfaces; D. A vicinity map showing site boundaries and existing roads and accesses within and bounding the site; E. A topographic map delineating contours, existing and proposed, at five foot intervals and which locates existing streams, marshes, steep slopes and other natural features; F. Site plans drawn to a scale no smaller than one inch equals 30 feet showing the location and size of proposed uses, buildings, buffer areas, yards, open spaces and landscaped areas;

~~G. A circulation plan drawn to a scale acceptable to the public works director illustrating all access points for the site and the size and location of all driveways, streets and roads, parking and loading areas, and existing and proposed pedestrian circulation system; H. A utility, drainage and stormwater runoff plan; I. A plot plan of all proposed landscaping including the types of plants and screening to be used.~~

A. Applicants for a final PRD application shall demonstrate that all of the following criteria have been satisfied:

1. All features and amenities identified in the preliminary PRD have been constructed and/or are retained or improved.
2. The City Public Works Director has documented that all conditions imposed on the preliminary PRD requiring Public Works Department approval have been constructed or improved to the satisfaction of the Director;
3. The City Fire Marshal has documented that all conditions imposed on the preliminary PRD requiring Fire Code approval have been constructed (or will be constructed pursuant to a subsequent permit) to the satisfaction of the Fire Marshal;
4. The City Planning Director has documented that all conditions imposed on the preliminary PRD requiring Planning Department approval have been constructed to the satisfaction of the Director;
5. Findings must be made that the preliminary PRD (and or preliminary plat) conforms to all terms of preliminary PRD approval, and that the PRD meets the requirements of this chapter and all other applicable codes and state laws.

B. The applicant shall provide a bond or other financial assurance acceptable to the City Council to ensure that any improvements made in the common open space will be completed. The City shall release the bond or financial assurance when the improvements have been completed in accordance with the preliminary PRD.

C. As a condition of approval of the final PRD, and before any permits are issued for the property, the applicant shall submit to the City any covenants, deeds and/or homeowners' association bylaws, or other documents guaranteeing maintenance, construction and common fee ownership, if applicable, of open space, community facilities, and all other commonly owned and operated property. These documents shall be reviewed and approved as to form by the City Attorney to ensure that they comply with the requirements of this chapter prior to final PRD approval. Such documents and conveyances shall be recorded with the County Auditor as a condition of any final PRD approval.

Section 9. Section 17.89.090 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

17.89.090 Roads. Development and design standards. In a PRD zone, the development and design standards are as follows: A. Lot area and width

~~requirements may be reduced where the site plan is such that light, air and privacy are provided; B. Building and development coverage of individual parcels may exceed the percentage permitted by the underlying zone; provided, that overall coverage of the project does not exceed the percentage permitted by the underlying zone; C. Building height may exceed the maximum permitted by ordinance, provided that the project design protects the views and privacy of properties inside and outside of the project but in no case shall the maximum height exceed 35 feet in R-1 and R-2 districts. D. Structures located on the perimeter of the PRD shall be set back in accordance with the front yard setbacks of the underlying zone. E. For perimeter buildings exceeding the maximum height of the underlying zone, the distance between such buildings and the perimeter of the PRD shall not be less than the front yard setback of the underlying zone plus five feet for each foot of excess height.~~  
All roads shall be consistent with the adopted policies and standards of the City of Gig Harbor Public Works Construction Standards for public roads. Utility easements shall be required for all utilities to be owned and maintained by the City.

Section 10. Section 17.90.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.89.100 Density Bonus.** ~~Increases in density over that permitted in the underlying zone are permitted as follows:~~

The density may be increased in a PRD over that permitted in the underlying zone but only if: (1) consistent with the underlying comprehensive plan designation for the property; and (2) the density increase will not exceed 30 percent over the density allowed in the underlying zone. Density calculations shall be based on net buildable land. Density bonuses may be allowed only as follows:

A. ~~Provisions for Open Space: as identified in~~

1. Satisfaction of the standards in Section 17.89.110 for open space; AND
2. Provision of open space exceeding at least thirty percent (30%) of the minimum required by the Design Review Manual or the existing zoning code (which ever is greater); or at least 30 percent more than the level of service standards for open space and active recreational area in the Capital Facilities Element of the adopted Gig Harbor Comprehensive Plan: 10 percent increase;

B. Preservation of Natural Features. Preservation of a desirable natural feature that would not otherwise be preserved such as, but not limited to: an unregulated wetland, stream corridor, unique geological feature, substantial over story vegetation: 10 percent increase;

C. Preservation of Scenic Vistas: Preservation of a scenic vista corridor(s) within and off-site, and accessible to the general public rather than private property owners: 10 percent increase;

~~D. Unique landscaping throughout the project site: 10 percent;~~

~~E. Additional open space, one percent increase in density for each one percent~~



increase in open space over the minimum required.

F. The total, allowable maximum density increase shall not exceed 30 percent.

D. Design of storm water treatment system as amenity: A stormwater treatment (retention/detention) facility is also designed as a visually aesthetic and physically accessible amenity for the enjoyment of the public. 10 percent increase.

Section 11. Section 17.89.110 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

**17.89.110 Open space.**

~~In a PRD zone, open space requirements are as follows: A. Common open space shall comprise at least 30 percent of the gross area of the PRD, and shall be used as a recreational, park or environmental amenity for collective enjoyment by occupants of the development. Common open space shall not include public or private streets, driveways, parking areas or the required yards for buildings or structures; provided, however, that up to 30 percent of the required open space may be composed of open space on contiguous privately owned properties reserved by easement or covenant to assure that the open space will be permanent. B. Common open space areas may not be computed to include any submerged lands. C. At least 50 percent of the common open space area must be usable for active or passive recreation, and which is also not utilized as a utility improvement or structure. D. Common open space may contain such structures and improvements as are necessary and appropriate for the out-of-doors enjoyment of the residents of the PRD. E. The developer shall provide a bond or other financial assurance acceptable to the City Council that any improvements made in the common open space will be completed. The City shall release the bond or other assurance when the improvements have been completed in accordance with the development plan. F. Before approval of the final development plan may be granted, the developer shall submit to the city covenants, deeds and/or homeowner's association bylaws and other documents guaranteeing maintenance, construction and common fee ownership, if applicable, of open space, community facilities, private roads and drives, and all other commonly owned and operated property. These documents shall be reviewed and approved by the city attorney to insure that they comply with the requirements of this chapter prior to approval of the final development plan by the city. Such documents and conveyances shall be recorded with the county auditor as a condition of any final development plan approval. G. All common open space shall be landscaped in accordance with the landscaping plat submitted by the applicant and approved by the city. Natural landscape features which are to be preserved, such as existing trees, drainage ways, etc., may be accepted as part of the landscaping plan.~~

In order to be approved, a preliminary PRD application must demonstrate that all of the following performance standards are satisfied:

A. Common open space shall comprise at least 30 percent of the gross area of the PRD, and shall be used as a recreational, park or environmental amenity for collective enjoyment by occupants of the development. Common open space shall not include public or private streets, driveways, parking areas or the required yards for buildings or structures; provided, however, that up to 30 percent of the required open space may be composed of open space on contiguous privately owned properties reserved by easement or covenant to assure that the open space will be permanent.

B. Common open space areas may not be computed to include any submerged lands.

C. At least 50 percent of the common open space area must be usable for active or passive recreation, and which is also not utilized as a utility improvement or structure.

D. Common open space may contain such structures and improvements as are necessary and appropriate for the out-of-doors enjoyment of the residents of the PRD.

E. Common open space associated with density bonus' must be freely accessible to the general public.

Section 12. Section 17.89.120 of the Gig Harbor Municipal Code is hereby repealed.

Section 13. Section 17.89.130 of the Gig Harbor Municipal Code is hereby renumbered to 17.89.120 and amended to read as follows:

**17.89.130 Minor and major amendments of the final PRD. ~~Plan.~~**

~~A. Minor amendments are a Type I permit application and may be made and approved when a building permit is issued. Any such alteration must be approved by the planning director.~~

A. Minor amendments.

1. A minor amendment to the final PRD is a Type I permit application and shall be processed as provided in Title 19 GHMC.

2. Minor amendments are those which may affect the precise dimensions or siting of building (i.e., lot coverage, height, setbacks) but which do not affect the basic character or arrangement and number of buildings approved in the final PRD, nor the density of the development or the amount and quality of open space and landscaping.

3. In addition to the permit application requirements set forth in GHMC Section 19.02.002, a complete application for a minor amendment shall consist of the following:

a. All plan sheets or pages, or document sheets or pages to which

reflect changes proposed, or that are affected by such changes.

B. Major amendments.

1. Major amendments are Type III-A permit applications and shall be processed in accordance with GHMC Title 19.

2. Major amendments are those which substantially change the character, basic design, density, open space or other requirements and conditions of the site plan.

3. In addition to the permit application requirements set forth in GHMC Section 19.02.002, a complete application for a major amendment shall consist of the following:

- a. A complete application packet as required under chapter 17.96.050.
- b. A complete application packet as required by chapter 17.98.040 and the Design Manual.
- c. An amended environmental checklist, and addendums to all environmental documents affected by the proposed change including the traffic impact analysis.

C. Concurrent processing of applications. A minor PRD application may be processed concurrent with a building permit application. If an application for a major amendment is submitted, no building or other permit associated with such major PRD amendment shall issue until all review proceedings required under GHMC Title 19 for a major PRD amendment are completed and all necessary approvals obtained.

~~When a change constitutes a major amendment, no building or other permit shall be issued until such review proceedings required by GHMC Title 19 are completed.~~

Section 14 . Section 17.89.140 of the Gig Harbor Municipal Code is hereby repealed.

Section 15 . 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 16 . Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

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

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE REGULATIONS RELATING TO PLANNED RESIDENTIAL DEVELOPMENTS, DESCRIBING THE CONTENTS OF A COMPLETE APPLICATION FOR A PRELIMINARY AND FINAL PRD, MAJOR AND MINOR PRD AMENDMENTS, SETTING FORTH THE CRITERIA FOR APPROVAL AND THE PERFORMANCE STANDARDS, AMENDING SECTIONS 17.89.010, 17.89.020, 17.89.030, 17.89.040, 17.89.050, 17.89.060, 17.89.070, 17.89.080, 17.89.090, 17.89.100, 17.89.110, AND 17.89.130, AND REPEALING SECTION 17.89.120 OF THE GIG HARBOR MUNICIPAL CODE.

[INSERT TITLE]

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

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MOLLY TOWSLEE, CITY CLERK

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "IMPERVIOUS SURFACE" IN THE CITY ZONING CODE TO BE CONSISTENT WITH THE PUBLIC WORKS' DEFINITION OF "IMPERVIOUS SURFACE," AND ADDING A NEW DEFINITION OF "NET BUILDABLE LANDS" FOR USE IN CALCULATING DENSITY CREDITS IN PLANNED UNIT DEVELOPMENTS AND PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING A NEW DEFINITION OF "LOW IMPACT RETAIL" TO DESCRIBE ALLOWED RETAIL USES PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING NEW SECTIONS 17.04.128, AND 17.04.551, AND AMENDING SECTION 17.04.420 OF THE OF THE GIG HARBOR MUNICIPAL CODE.

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WHEREAS, the City will soon adopt a new Storm Water Drainage Manual, and the definition of "impervious surface" is not consistent with the definition in the City's Zoning Code; and

WHEREAS, a definition of "net buildable lands" is necessary to calculate the density credits allowed a planned unit development or planned residential development; and

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

WHEREAS, the City Planning Commission held a public hearing to consider this Ordinance on July 26, 2000 and August 2, 2000 and recommended that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; 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. A new Section 17.04.128 is hereby added to the Gig Harbor Municipal Code, to read as follows:

**17.04.128 Net Buildable Lands.** "Net Buildable Lands" means the gross land area measured in acres or square feet within the defined boundaries of the proposed project, less non-buildable land, such as wetlands or tidelands and other land, measured in acres and/or square feet, that by definition or ordinance cannot be built upon and is to be deducted from the gross buildable land area; plus density credits available. Land areas to be deducted from the gross buildable land area include unregulated wetlands, tidelands, wet creek beds, identified buffer areas along water bodies, and rights-of-way.

Section 2. Section 17.04.420 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.04.420 Impervious Surface.** "Impervious Surface" means ~~a surface practically incapable of being penetrated by water-~~ a hard surface area which either prevents or retards the entry of water into the soil mantle as under natural conditions prior to development, and/or a hard surface area which causes water to run off the surface in greater quantities or at an increased rate of flow from the flow present under natural conditions prior to development. Common impervious surfaces include, but are not limited to, roof tops, walkways, patios, driveways, parking lots or storage areas, concrete or asphalt paving, gravel roads with compacted sub-grade, packed earthen materials, and oiled, macadam or other surfaces which similarly impede the natural infiltration of stormwater. Open, uncovered retention/detention facilities shall not be considered as impervious surfaces.

Section 3. A new Section 17.04.551 is hereby added to the Gig Harbor Municipal Code, to read as follows:

Low Impact Retail: retail uses that are compatible with, and targeted to, local residential consumers, and that reduce the hazards of local traffic by limiting the size of the building. Such stores or services may include pharmacies, bakeries and delicatessens or coffee shops, barbershops and beauty parlors, drycleaners, shoe repair, small commercial postal services, flower shops, and similar uses. Drive in establishments, such as gas stations or drive through restaurants do not meet this definition.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:



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

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

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

of the City of Gig Harbor, Washington

---

On \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF "IMPERVIOUS SURFACE" IN THE CITY ZONING CODE TO BE CONSISTENT WITH THE PUBLIC WORKS' DEFINITION OF "IMPERVIOUS SURFACE," AND ADDING A NEW DEFINITION OF "NET BUILDABLE LANDS" FOR USE IN CALCULATING DENSITY CREDITS IN PLANNED UNIT DEVELOPMENTS AND PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING A NEW DEFINITION OF "LOW IMPACT RETAIL" TO DESCRIBE ALLOWED RETAIL USES PLANNED RESIDENTIAL DEVELOPMENTS, AND ADDING NEW SECTIONS 17.04.128, AND 17.04.551, AND AMENDING SECTION 17.04.420 OF THE OF THE GIG HARBOR MUNICIPAL CODE.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

---

MOLLY TOWSLEE, CITY CLERK

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING RELATING TO PRELIMINARY AND FINAL PLATS; CHANGING SECTION 16.05.002 PRELIMINARY PLAT TO A TYPE III-A PERMIT APPLICATION; CHANGING SECTION 16.06.002 FINAL PLAT TO A TYPE III-A PERMIT APPLICATION, AND AMENDING SECTION 16.006.003 TO ALLOW ONE YEAR EXTENSIONS FOR FINAL PLATS.

---

WHEREAS, the Gig Harbor City Council imposed a moratorium on the submission of planned unit development applications; and

WHEREAS, the City Council directed the Planning Commission to provide a recommendation regarding the City's regulations for planned unit developments; and

WHEREAS, the Planning Commission held hearings on the planned unit development regulations on July 26, 2000 and August 2, 2000 ; and

WHEREAS, the Planning Commission recommended that the City Council amend the regulations for planned unit developments as set forth in this Ordinance; and

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

WHEREAS, the City Council reviewed this Ordinance during a work session on January 2, 2001; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 22, 2001, after a public hearing; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS

AS FOLLOWS:

Section 1. Section 16.05.002 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.05.002 Type of application. A preliminary plat is a ~~Type III~~ Type III-A application. The hearing examiner makes a final decision, which is appealable to the ~~city council~~ the appropriate court.

Section 2. Section 16.06.002 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.06.002 Type of application. A final plat is a ~~Type IV~~ Type III-A application. The hearing examiner makes a final decision, which is appealable to the ~~city council~~ the appropriate court.

Section 3. Section 16.06.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

16.06.003 Time frame for submission of final plat. A final plat meeting all requirements of Chapter 58.17 RCW and this title shall be submitted to the city for approval within five years of the date of preliminary plat approval. Pursuant to RCW 58.17.140 a single extension of time for the submission of a final plat may be requested for a period up to one year as long as the applicant submits the request in writing 30 days before the expiration date of the final plat. The applicant must comply with all application requirements under RCW 58.17.150.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

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

of the City of Gig Harbor, Washington

---

On \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING RELATING TO PRELIMINARY AND FINAL PLATS; CHANGING SECTION 16.05.002 PRELIMINARY PLAT TO A TYPE III-A PERMIT APPLICATION; CHANGING SECTION 16.06.002 FINAL PLAT TO A TYPE III-A PERMIT APPLICATION, AND AMENDING SECTION 16.006.003 TO ALLOW ONE YEAR EXTENSIONS FOR FINAL PLATS.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

---

MOLLY TOWSLEE, CITY CLERK

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, ADOPTING A NEW PROCEDURE FOR OPEN RECORD PUBLIC HEARINGS ON PRELIMINARY PLATS, PRELIMINARY PLANNED UNIT DEVELOPMENTS, AND PRELIMINARY PLANNED RESIDENTIAL DEVELOPMENTS, AMENDING SECTION 19.01.003 OF THE GIG HARBOR MUNICIPAL CODE; AND AMENDING 19.01.002(C) TO CLARIFY THAT NECESSARY CONCURRENT PUBLIC HEARINGS BE HELD WITH BOTH DECISION MAKERS PRESENT.

---

WHEREAS, the City's project permit processing procedures currently provide that the open public record public hearing on preliminary plats, preliminary planned unit developments and preliminary planned residential developments is held by the Hearing Examiner; and

WHEREAS, the City's project permit processing procedures currently provide that the Examiner's decision is final, but may be appealed to the City Council; and

WHEREAS, the City Council desires to change the current permit processing procedure so that the open public record public hearing on these project permit applications is held by the City Council; and

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

WHEREAS, the City Planning Commission held a public hearing to consider this Ordinance on July 26, 2000 and August 2, 2000 and recommended that the City Council approve this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of December 11, 2000; and

WHEREAS, the City Council reviewed this Ordinance during a work session on January 2, 2001; 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 19.01.002(C) of the Gig Harbor Municipal Code is hereby amended to read as follows:

Decisionmaker(s). Applications processed in accordance with subsection B of this section which have the same procedure number, but are assigned to different hearing bodies, shall be heard collectively by the highest decisionmaker; the city council being the highest body, followed by the hearing examiner or planning commission, as applicable, and then the director. Joint public hearings with other agencies shall be processed according to GHMC 19.01.004. Concurrent public hearings held with the Design Review Board and any other decisionmaker shall proceed with both decisionmakers present.

Section 2. Section 19.01.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:



A. Action Type.

	PROCEDURE FOR PROJECT PERMIT APPLICATIONS (TYPE I - IV)					LEGISLATIVE
	TYPE I	TYPE II	TYPE III	TYPE III-A	TYPE IV	TYPE V
Recommendation made by:	N/A	N/A	N/A	N/A	N/A	Planning Commission
Final decision made by:	Director	Director	Hearing examiner	Hearing examiner	City Council	City Council
Notice of application:	No	No	Yes	Yes	Yes	No
Open record public hearing or open record appeal of a final decision:	No	Only if appealed, open record hearing before hearing examiner	Yes, before hearing examiner to render final decision	Yes, before hearing examiner to render final decision	No	Yes, before Planning Commission to make recommendation to Council.
Closed record appeal/ Final decision:	No	No	Only if appealed, then before Council	No	Yes, before Council to render final decision	Yes, or Council could hold its own hearing.
Judicial appeal:	Yes	Yes	Yes	Yes	Yes	Yes

B. Decisions.

TYPE I	TYPE II	TYPE III-A	TYPE III-A	TYPE IV	TYPE V
Permitted uses not requiring site plan review	Short plat	<del>Preliminary plats</del> ; plat vacations and alterations	<u>Preliminary Plats</u> <u>Final plats</u>	<del>Final plats</del>	Comp. plan amendments
Boundary line adjustments	Sign permits	Site plan/major amendments to site plans	<u>Preliminary PRD/PUD</u> <u>Final PRD/PUD</u>	<del>Final PRD/PUD</del>	Development regulations
Minor amendments to PUD/PRD	Design review	CUP, general variances, sign permit variances, and site specific rezones			Zoning text amendments; area-wide zoning map amendments
Special use permits	Land clearing/grading	Shoreline substantial development, shoreline variance			Annexations
Temporary construction trailers	Revisions to shoreline management permits	<del>PRD/PUD</del> and major amendments to PRD and PUD			
	Administrative variances	Amendment to height restriction area map			

	Administrative interpretations	Mobile/manufactured home park or subdivision			
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Section 3. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

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

of the City of Gig Harbor, Washington

---

On \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, ADOPTING A NEW PROCEDURE FOR OPEN RECORD PUBLIC HEARINGS ON PRELIMINARY PLATS, PRELIMINARY PLANNED UNIT DEVELOPMENTS, AND PRELIMINARY PLANNED RESIDENTIAL DEVELOPMENTS, AMENDING SECTION 19.01.003 OF THE GIG HARBOR MUNICIPAL CODE; AND AMENDING 19.01.002(C) TO CLARIFY THAT NECESSARY CONCURRENT PUBLIC HEARINGS BE HELD WITH BOTH DECISION MAKERS PRESENT.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

---

MOLLY TOWSLEE, CITY CLERK

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REPEALING CHAPTER 17.90 – PLANNED UNIT DEVELOPMENTS OF THE GIG HARBOR MUNICIPAL.

---

WHEREAS, the Gig Harbor City Council imposed a moratorium on the submission of planned unit development applications; and

WHEREAS, the City Council directed the Planning Commission to provide a recommendation regarding the City's regulations for planned unit developments; and

WHEREAS, the Planning Commission held hearings on the planned unit development regulations on July 26, 2000 and August 2, 2000 ; and

WHEREAS, the Planning Commission recommended that the City Council amend the regulations for planned unit developments as set forth in this Ordinance; and

WHEREAS, the City's SEPA Responsible Official issued a determination of nonsignificance (DNS) relating to the adoption of this Ordinance; and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 17, 2000 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of December 11, 2000, after a public hearing;

WHEREAS, the City Council reviewed this Ordinance during a work session on January 2, 2001; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 22, 2001, after a public hearing; Now, Therefore,

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

Section 1. Chapter 17.90.010 of the Gig Harbor Municipal Code is hereby rescinded.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this \_\_\_th day of \_\_\_\_\_, 2000.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

FILED WITH THE CITY CLERK: \_\_\_\_\_  
PASSED BY THE CITY COUNCIL: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_  
EFFECTIVE DATE: \_\_\_\_\_  
ORDINANCE NO. \_\_\_\_\_

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

of the City of Gig Harbor, Washington

---

On \_\_\_\_\_, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REPEALING CHAPTER 17.90 - PLANNED UNIT DEVELOPMENTS OF THE GIG HARBOR MUNICIPAL.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2000.

---

MOLLY TOWSLEE, CITY CLERK



*City of Gig Harbor. The "Maritime City"*

DEPARTMENT OF PLANNING & BUILDING SERVICES  
3125 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-4278

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, PLANNING & BUILDING SERVICES**  
**SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**PROCEEDINGS - THREE PARCELS LOCATED AT THE**  
**INTERSECTION OF 57<sup>th</sup> STREET COURT NW & 28<sup>th</sup> AVENUE NW**  
**DATE: JANUARY 22, 2001**

### **INFORMATION/BACKGROUND**

The City has received a 'Notice of Intention to Commence Annexation Proceedings' from property owners of more than the required ten percent (10%) assessed valuation of three contiguous parcels located at the intersection of 57<sup>th</sup> Street Court NW and 28<sup>th</sup> Avenue NW, just north of the Olympic Village Shopping Center.

Following a submittal of a 'Notice of Intention to Commence Annexation Proceedings', the City is required to conduct a meeting with the initiating parties to determine whether the City will accept, reject, or geographically modify the proposed annexation, whether it shall require the simultaneous adoption of a proposed zoning regulation, if such a proposal has been prepared and filed for the area to be annexed as provided for in RCW 35A.14.330 and 35A.14.340, and whether it shall require the assumption of all or of any portion of existing city indebtedness by the area to be annexed (RCW 35A.14.120). The Council set the date of January 22, 2001 for such a meeting on January 8, 2001.

This request has been distributed to the City Administrator, the Chief of Police, the Public Works Director and the Finance Director for review and comment.

### **POLICY CONSIDERATIONS**

The proponent has been working with City staff concerning the development of the property located to the south as a professional office complex. Annexation of these three lots would allow the development to proceed entirely under the jurisdiction of the City rather than being split between the City and the County. It is desirable from the City's standpoint to retain jurisdiction over all aspects of the proposed project.

### **FISCAL IMPACT**

Staff has not identified any fiscal impacts associated with this proposed annexation.



## **RECOMMENDATION**

Staff recommends that the Council accept the annexation of three contiguous parcels located at the intersection of 57<sup>th</sup> Street Court NW and 28<sup>th</sup> Avenue NW as proposed together with the simultaneous adoption of Single-Family Residential (R-1) zoning of the parcels subject to the following conditions:

- 1) The property owner(s) shall enter into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57<sup>th</sup> Street Court NW up to City road standards within one-year of annexation.
- 2) The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed.



RECEIVED  
CITY OF GIG HARBOR  
DEC 27 2000  
PLANNING AND BUILDING

December 19, 2000  
LETTER OF TRANSMITTAL

The Honorable Mayor and City Council  
City of Gig Harbor  
PO Box 145  
Gig Harbor, WA 98335

RE: Submittal of Notice of Intention to Commence Annexation Proceedings.

Dear Mayor and City Council:

Attached please find an application letter and appropriate exhibits indicating the intention to pursue annexation into the City of Gig Harbor of three contiguous parcels owned by Hollycroat, LLC. The three parcels are located at the intersection of 37<sup>th</sup> Street Ct NW and 28<sup>th</sup> Avenue NW, just north of the Olympic Village Shopping Center.

Mr. Gordon Rush and Mr. Ron Pemberton, under the partnership of Hollycroat, LLC are owners of five (5) contiguous parcels of property located near the northeast corner of Hollycroat Street and Olympic Drive. Two of the parcels lie within the Gig Harbor City limits and the other three parcels, proposed for annexation, lie on the other side of the Gig Harbor/Pierce County line. (See site map attached in Exhibit B). Hollycroat, LLC has proposed to build a professional office building on the two lots that lie within the Gig Harbor City limits. However, additional parking is proposed for one of the lots lying within Pierce County. Hollycroat, LLC has recently submitted a Site Plan, Design Review and Rezone application for this project.

Annexation of these three lots would allow for the entire proposed office building project, including all parking areas, to fall under the City of Gig Harbor jurisdiction. Each of the three parcels abut the current City boundary and all three are owned by Hollycroat, LLC. The three lots lie within the City of Gig Harbor Urban Growth Area. The City of Gig Harbor boundary lies along west and south sides of these parcels. These parcels are bounded on the north by 37<sup>th</sup> Ave Ct NW. A single-family residence borders the easterly parcel on the east.

We have met with the City of Gig Harbor Public Works Director and Planning Director to discuss the feasibility of the Annexation. Both have concurred that such an annexation makes sense and they would support our request for annexation based upon the scope of our proposed project. We therefore are submitting our Notice of Intention to Commence Annexation Proceedings.

Since all parcels proposed for annexation are owned by Hollycroft, LLC who is also the proposed developer of the Park Plaza project, it seems that this would make the annexation process relatively uncomplicated and capable of being completed concurrent with City review of the Park Plaza project.

We look forward to the next steps of this process. If you have any questions or concerns please contact Mr. Thair Jorgenson or myself at 858-8204.

Sincerely,  
North Pacific Design



T. Patrick Allen, P.E.  
Project Engineer

enclosures

NOTICE OF INTENTION TO COMMENCE ANNEXATION PROCEEDINGS

The Honorable Mayor and City Council  
City of Gig Harbor  
P.O. Box 145  
City of Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent in value, according to the assessed valuation for general taxation of the property 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 described on Exhibit "A" attached hereto and is depicted 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 days after the filing of this request for a meeting with the undersigned to determine:

- (1) Whether the City Council will accept the proposed annexation;
- (2) Whether the City Council will require the adoption of zoning for the proposed area in substantial compliance with the Proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance 686; and
- (3) Whether the City Council will require the assumption of existing city indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of this Notice of Intention to be presented and considered as one Notice of Intention and may be filed with other pages containing additional



**EXHIBIT A  
PROPERTY DESCRIPTION**

Refer to attached Exhibit B for location of properties proposed for annexation to the City of Gig Harbor.

**Parcel A:**

Owner: Hollycroft, LLC  
Parcel No.: 7580000530  
Address: 57<sup>th</sup> Street Court NW, Gig Harbor

Description: WEST 252.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT OF SHORE ACRES, EXCEPTING THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD. SITUATE IN PIERCE COUNTY, WASHINGTON.

**Parcel B:**

Owner: Hollycroft, LLC  
Parcel No.: 7580000523  
Address: 2702 57<sup>th</sup> Street Court NW, Gig Harbor

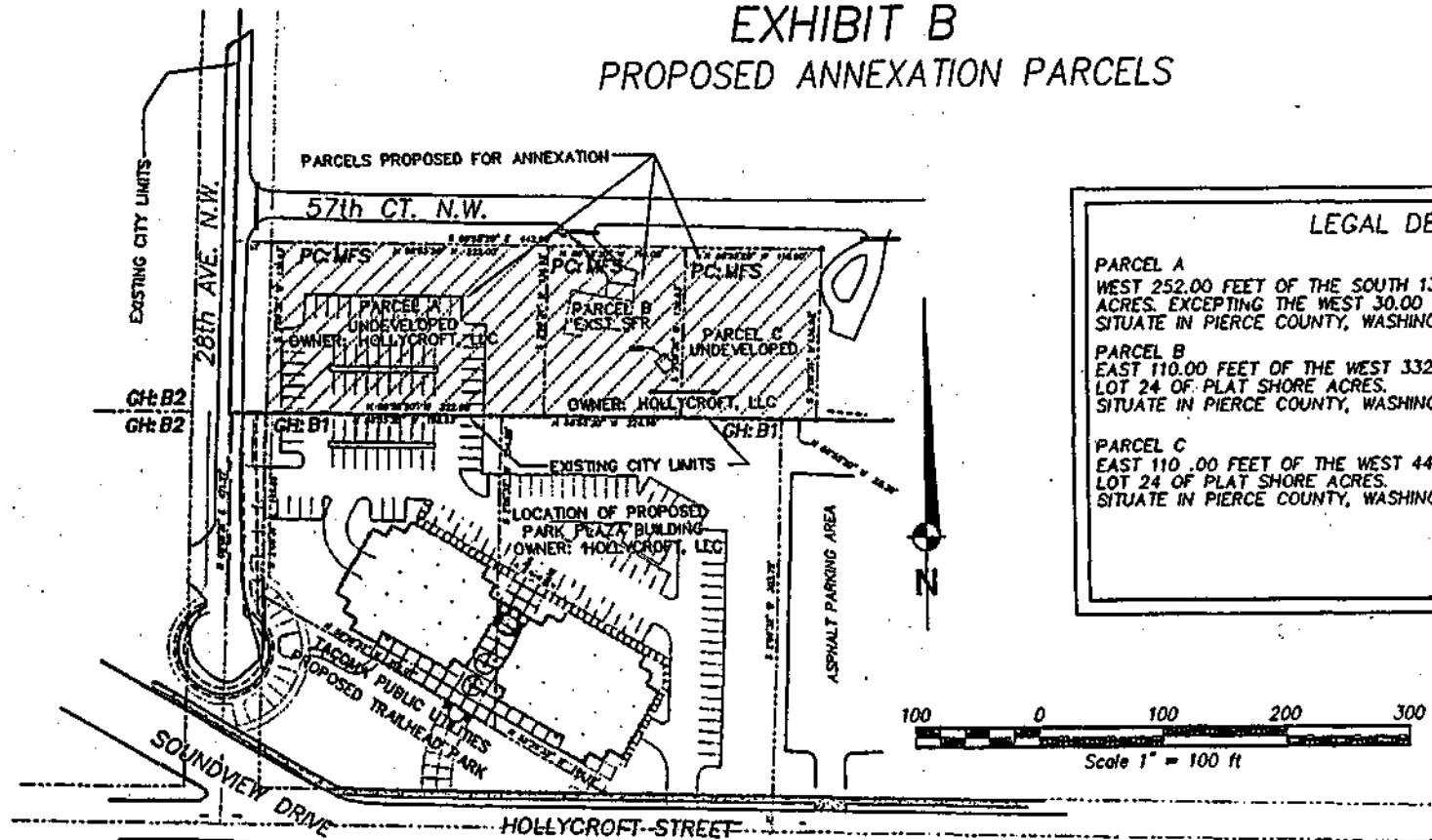
Description: EAST 110.00 FEET OF THE WEST 332.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

**Parcel C:**

Owner: Hollycroft, LLC  
Parcel No.: 7580000524  
Address: 57<sup>th</sup> Street Court NW, Gig Harbor

Description: EAST 110.00 FEET OF THE WEST 442.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

## EXHIBIT B PROPOSED ANNEXATION PARCELS



### LEGAL DESCRIPTIONS

**PARCEL A**  
WEST 252.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT OF SHORE ACRES. EXCEPTING THE WEST 30.00 FEET THEREOF FOR COUNTY ROAD. SITUATE IN PIERCE COUNTY, WASHINGTON.

**PARCEL B**  
EAST 110.00 FEET OF THE WEST 332.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

**PARCEL C**  
EAST 110.00 FEET OF THE WEST 442.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

**NOTE:**  
SITE PLAN SHOWN FOR PROPOSED PARK PLAZA BUILDING. PARCEL C OF PROPOSED ANNEXATION TO BE PART OF PROJECT (PARKING ONLY) AND WILL PROVIDE FOR 40' MINIMUM BUFFERS TO ADJACENT RESIDENTIALLY ZONED PROPERTIES.

**ZONING CODE:**  
GH:B2 = GIG HARBOR ZONING B2  
GH:B1 = GIG HARBOR ZONING B1  
PC:MFS = PIERCE COUNTY MODERATE DENSITY SINGLE FAMILY


**North  
Pacific  
Design**

Architecture/Engineering  
Design/Build, Planning

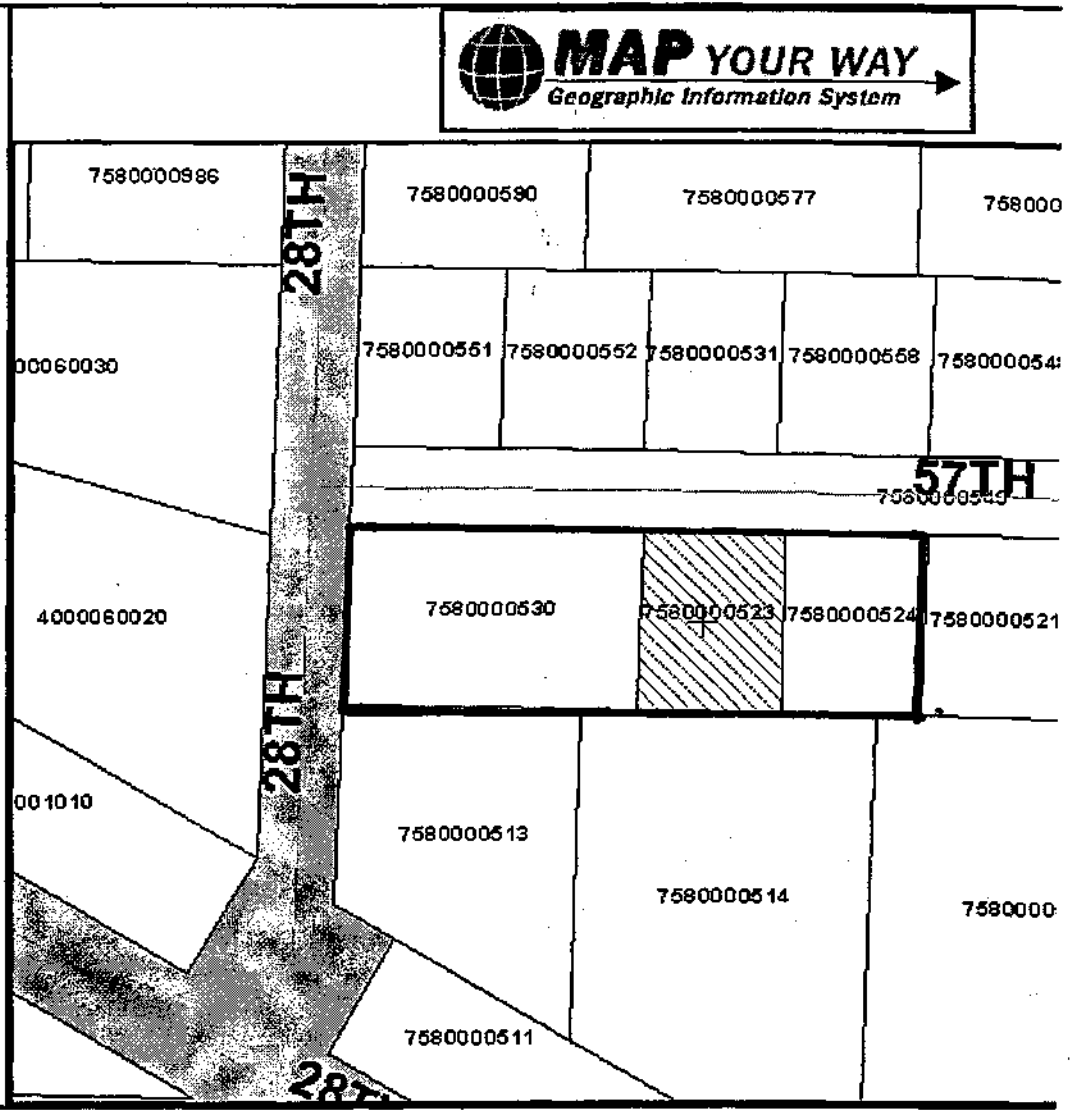
(253) 858-8204  
(253) 858-3188

5715 Wollochel Dr. NW  
Suite 2A  
Gig Harbor, WA 98335



- Points of Interest ○
- Streets
- Major Highways
- Parks
- Property
- Cities
  - Cities
  - Pierce County

1 inch = 0.03 miles Scale 1:2,189







City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID R. SKINNER, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: WATER CONCURRENCY ORDINANCE**  
**DATE: JANUARY 18, 2001**

*DRS*

### **BACKGROUND**

In 1993, the City adopted a Water System Plan that described the City's existing water supply, facilities, population, and projected growth. The plan contained a description of the City's water rights and the capacity of those rights to adequately serve the water needs of the City then and approximately 20 years in the future. By definition, a water right is a permit granted by the Department of Ecology that identifies an individual right to withdraw a certain amount of water either from an above ground source or a below ground source. The Department of Ecology has the task of reviewing water right applications and issuing decisions on all of the rights throughout the state.

In 1991, the City applied for two new water rights, each located in the North creek subdivision (Wells #5, #6). As part of the application process, the Department of Ecology reviewed the City's existing 20-year Comprehensive Plan, 20-year Water System Plan, projected population growth for the 20-year horizon and water use, as well as other factors, prior to issuing a decision. In October, 1994, a primary water right certificate was granted by DOE for Well #5; however, Well #6 received a supplemental water right which can not be used as a daily withdrawal, but only to supplement existing water supplies. Upon review of the criteria used by the DOE in the processing of the City's application, it was discovered that under the Chelan Agreement of 1990, priorities for water allocation were to be determined through regional water resource plans. To meet the water supply needs of large municipal utilities, during the time that regional water resource plans were being developed, the DOE issued water rights using a 6-year planning horizon. Even though the City had provided the DOE with accurate population projections and water use for a 20-year horizon, the DOE used a 6-year time span and granted water rights to serve the use for that population. The projected water service area population for the 6-year horizon (year 1999) was 5,291 and the actual water service area population in 1999 was 5,636.

### **CURRENT ISSUES**

Currently, the City has primary water rights totaling 953,885 gallons per day. The City's water use currently totals 772,730 gallons per day, equaling approximately 81% of the permitted withdrawal. In November, 2000, the Council passed Ordinance 854 that created a process for applicants to receive water availability certificates for proposed water use. This process provided the Public Works Director a method for tracking the total proposed water use as it related to permitted water withdrawal rates. Although this process is an effective method to account for water use, the water availability certificates were not required to be tied to a development permit. This process has led to some development speculation.

Because the City approaching maximization of available water rights, the City has applied for new water rights from the DOE (Wells #6, Gig Harbor North, and Rushmore). Unfortunately, because water rights are a statewide crisis and because of the legal issues surrounding ESA, the processing time as explained by the DOE is an indeterminate.

Based on the problem of a limited permitted withdrawal, staff recommends that it is in the best interest of the citizens of Gig Harbor to immediately adopt a water concurrency program. This program is similar to the traffic concurrency program adopted in Chapter 19.10 GHMC. Staff is recommending this process to allow for consistency with GMA and for the purpose of capacity monitoring, allocation and reservation of water in the City's system, and to provide a link to the development permit process.

City staff has amended GHMC 19.10 Concurrency Management, as attached, to apply to water facilities as well as transportation.

As a result of the public knowledge of a possible water availability problem, the City anticipates that there will be a rush of water service applications submitted to the City from property owners hoping to obtain a water availability certificate prior to the implementation of concurrency policy.

#### **RECOMMENDATION**

Staff recommends the City Council declare that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one.

ORDINANCE NO. —

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE IMPACTS OF DEVELOPMENT ON WATER CAPACITY, ADOPTING PROCEDURES FOR CAPACITY MONITORING, CAPACITY ALLOCATION AND CAPACITY RESERVATION FOR WATER WITHIN THE CONCURRENCY PROVISIONS OF CHAPTER 19.10 GHMC FOR ROAD FACILITIES, DESCRIBING THE PROCEDURE FOR THE CITY PUBLIC WORKS DIRECTOR'S EVALUATION OF CONCURRENCY OF THE CITY'S WATER SYSTEM WITH PROPOSED DEVELOPMENT, DESCRIBING THE DEVELOPMENT PERMIT APPLICATIONS SUBJECT TO CONCURRENCY ANALYSIS, ESTABLISHING THE PROCEDURE FOR ISSUANCE OF CAPACITY RESERVATION CERTIFICATES, DENIALS AND APPEALS, ESTABLISHING CAPACITY ACCOUNTS, REQUIRING ANNUAL REPORTING AND MONITORING OF WATER CAPACITY AS PART OF THE 2000 UPDATE OF THE CITY'S COMPREHENSIVE WATER PLAN, AMENDMENTS TO THE UTILITIES ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, DECLARING AN EMERGENCY NECESSITATING ADOPTION IN ONE READING TO BE EFFECTIVE IMMEDIATELY, AND AMENDING SECTIONS 19.10.001, 19.01.003, 19.10.004, 19.10.006, 19.10.007, 19.10.008, 19.10.009, 19.10.011, 19.10.012, 19.10.013, 19.10.014, 19.10.016, 19.01.018, 19.10.020, 19.10.021, 19.10.023, 19.10.025, 19.10.026, OF THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the Growth Management Act ("GMA") contemplates "concurrency," in the sense that adequate public facilities must be available when the impacts of new development occur; and

WHEREAS, "available public facilities" are defined in GMA to mean that facilities or services are in place or that a financial commitment is in place to provide the facilities or services within a specified time (WAC 365-195-220); and

WHEREAS, "adequate public facilities" are defined in GMA to mean facilities which have the capacity to serve development without decreasing levels of service below locally established minimums; and

WHEREAS, "levels of service" are defined in GMA to mean an established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need; and

WHEREAS, the City operates a domestic water system and provides water service to customers; and

WHEREAS, the City is required to amend its Water Comprehensive Plan on a five year basis; and

WHEREAS, the City is currently gathering information for its 2000 Water Comprehensive Plan update, and learned that the current City water usage is approaching the maximum permitted water rights as issued by the Department of Ecology; and

WHEREAS, based on this problem of limited permitted withdrawal, the City Council finds that it is in the best interests of the citizens of Gig Harbor to adopt a water concurrency program, similar to the traffic concurrency program adopted in Chapter 19.10 GHMC, for consistency with GMA and for the purpose of capacity monitoring, allocation and reservation of water in the City's water system; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

Section 1. Chapter 19.10 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**CHAPTER 19.10  
CONCURRENCY MANAGEMENT**

**I. OVERVIEW AND EXEMPTIONS**

19.10.001. Purpose. The purpose of this Chapter is to implement the concurrency provisions of the Transportation and Utilities Elements of the City's Comprehensive Plan and the Water Comprehensive Plan, in accordance with RCW 36.70A.070(6)(e), consistent with WAC 365-195-510 and 365-195-835. No development permit shall be issued except in accordance with this Chapter, which shall be cited as the Concurrency Management Ordinance.

19.10.002. Authority. The Director of Public Works, or his/her designee, shall be responsible for implementing and enforcing the Concurrency Management Ordinance.

19.10.003. Exempt Development.

A. **Development Permit issued prior to Effective Date of this Chapter.** All construction or change in use initiated pursuant to a development permit issued prior to the effective date of this Chapter shall be exempt from the requirements of this Chapter, PROVIDED, however, that no development permit shall be extended except in conformance with this Chapter. If the City determines that a previously issued development permit has lapsed or expired, pursuant to the applicable development regulations, then no subsequent development permit shall be issued except in accordance with this Chapter.

B. **De Minimis Development.** After the effective date of this Chapter, no development activity (as defined in the definition section of this Chapter) shall be exempt from the requirements of this Chapter unless specifically exempted below in subsection C.

C. **Exempt Permits.**

1. The following types of permits are exempt from the Capacity Reservation Certificate (CRC) process because they do not create additional long-term impacts on road facilities or water capacity in the City's water system:

Administrative interpretations	Plumbing permit
Sign permit	Electrical permit
Street vacation	Mechanical permit
Demolition permit	Excavation permit
Street Use Permit	Sewer connection permit
Interior alterations	Driveway or street
with no change of use	Access permit
Excavation/clearing permit	Grading permit
Hydrant use permit	
Right of Way Permit	Tenant improvement permit
Single family remodeling	Fire code permit
with no change of use	<u>Design Review approval</u>

Notwithstanding the above, if any of the above permit applications will generate more than 15 new p.m. peak hour trips, or increase water consumption, such application shall not be exempt from the requirements of this chapter.

2. The portion of any project used for any of the following purposes is exempt from the requirements of this Chapter:

Public transportation facilities  
Public parks and recreational facilities  
Public libraries

Notwithstanding the exemptions hereunder provided, the traffic resulting from an exempt use shall nonetheless be included in computing background traffic for any nonexempt project. In addition, the water capacity used by an exempt project shall be included in the computations for the capacity remaining in the City's water system.

**D. Threshold for Other Exempt Building Permits.**

**1. Traffic.** This Chapter shall apply to all development applications for development or redevelopment if the proposal or use will generate more than 15 new p.m. peak hour trips.

**2. Water.** This Chapter shall apply to all development applications for development or redevelopment if the proposal or use requires water, from the City's water system. In addition, this Chapter shall apply to existing developments to the extent that the property owner requires water for a use not disclosed on a previously submitted water service application under GHMC 13.02.030.

**19.10.004. Capacity Evaluation Required for Change of Use.** Except for development exempt under GHMC 19.10.003, any development activity, as defined in the definition section of this Chapter, shall require a capacity evaluation in accordance with this Chapter.

**A. Increased Impact on Road Facilities and/or the City's Water System.** If a change of use will have a greater impact on road facilities and/or the City's water system than the previous use as determined by the Director based on review of information submitted by the Developer, and such supplemental information as available, a CRC shall be required for the net increase only, provided that the Developer shall provide reasonably sufficient evidence that the previous use has been actively maintained on the site during the five (5) year period prior to the date of application for the capacity evaluation.

**B. Decreased Impact on Road Facilities and/or the City's Water System.** If a change of use will have an equal or lesser impact on road facilities and/or the City's water system than the previous use as determined by the Director based on review of information submitted by the Developer, a CRC will not be required.

**C. No Capacity Credit.** If no use existed on the site for the five (5) year period prior to the date of application, no capacity credit shall be issued pursuant to this section.

**D. Demolition or Termination of Use.** In the case of a demolition or termination of an existing use or structure, the capacity evaluation for future redevelopment shall be based upon the net increase of the impact on road facilities or the City's water system for the new or proposed land use as compared to the land use existing prior to demolition, provided that such credit is utilized through a CRC, within five (5) years of the date of the issuance of the demolition permit.

**19.10.005 All Capacity Determinations Exempt from Project Permit Processing.** The determinations made by the Director pursuant to the authority in this Chapter shall be exempt from project permit processing procedures, as described in GHMC Title 19, except that the appeal procedures of GHMC Title 19 shall apply pursuant to Part VIII of this chapter. The City's processing of capacity determinations and resolving capacity disputes involves a different review

procedure due to the necessity to perform continual monitoring of facility and service needs, to ensure continual funding of facility improvements, and to develop annual updates to the transportation of the comprehensive plan.

## II. LEVEL OF SERVICE STANDARDS

19.10.006. Introduction. The concept of concurrency is based on the maintenance of specified levels of service ~~with respect to road facilities~~ through capacity monitoring, allocation and reservation procedures. Concurrency describes the situation in which water and/or road facilities are available when the impacts of development occur. For road facilities, this time period is statutorily established as or within six (6) years from the time of development. (See, RCW 36.70A.070(6)(C), WAC 365-195-210, definition of "available public facilities.")

A. Roads. The City has designated levels of service for road facilities in its transportation comprehensive plan:

1. to conform to RCW 47.80.030 for transportation facilities subject to regional transportation plans;
2. to reflect realistic expectations consistent with the achievement of growth aims;
3. for road facilities according to WAC 365-195-325; and
4. to prohibit development if concurrency for road facilities is not achieved (RCW 36.70A.070), and if sufficient public and/or private funding cannot be found, land use assumptions in the City's Comprehensive Plan will be reassessed to ensure that level of service standards will be met, or level of service standards will be adjusted.

B. Water. The City has a permitted withdrawal volume of water issued by the Department of Ecology. Level of Service as it relates to water is defined in the Water Element of the City's Comprehensive Plan as the ability to provide potable water to the consumer for use and fire protection. The ability to provide this water supply is bound by the water permit from the Department of Ecology.

19.10.007. Level of Service Standards. Level of Service (LOS) is the established minimum capacity ~~of road facilities~~ of public facilities or services that must be provided per unit of demand or other appropriate measure of need, as mandated by Chapter 36.70A RCW. LOS standards shall be used to determine ~~if road services~~ if public facilities or services are adequate to support a development's impact. The City's established LOS for roads within the city limits shall be as shown in the Transportation Element of the City's Comprehensive Plan.

19.10.008. Effect of LOS Standards. The Director shall use the LOS standards set forth in the Transportation Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a Transportation CRC issued pursuant to this Chapter. The Director shall use the existing water rights as permitted by the Department of Ecology and as identified in the Water Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a Water CRC issued pursuant to this Chapter.

### III. CAPACITY EVALUATIONS

#### 19.10.009. Capacity Evaluations Required Prior to Issuance of CRC.

##### A. When the Requirements of this Chapter Apply.

1. Roads. A Transportation capacity evaluation application shall be required either in conjunction with or prior to the City's consideration of any development permit application depending on the time that the applications are filed, unless specifically exempted by this Chapter.

2. Water. A Water capacity evaluation application shall be required in conjunction with the City's consideration of any development permit application, unless specifically exempted by this Chapter.

3. The Director shall utilize requirements set forth in Part V to conduct a capacity evaluation, prior to issuance of a CRC. In addition to the requirements set forth in Part V, and specifically in GHMC 19.10.012, the Director may also utilize state law or the Washington Administrative Code, or such other rules regarding concurrency which may be established from time to time by administrative rule. In cases where LOS standards do not apply, the Director shall have the authority to utilize other factors in preparing capacity evaluations to include, but not be limited to, independent LOS analysis.

B. Capacity Reservation Certificates. A CRC will not be issued except after a capacity evaluation performed pursuant to Part V, indicating that capacity is available in all applicable road facilities and/or within the City's water system.

19.10.010. Capacity Evaluations Required for Rezone Applications or Comprehensive Plan Amendments Requesting an Increase in Extent or Density of Development. A capacity evaluation shall be required as part of any application for a comprehensive plan amendment or zoning map amendment (rezone) which, if approved, would increase the intensity or density of permitted development. As part of that capacity evaluation, the Director shall determine whether capacity is available to serve both the extent and density of development which would result from the zoning/comprehensive plan amendment. The capacity evaluation shall be submitted as part of the staff report and shall be considered by the City in determining the appropriateness of the comprehensive plan or zoning amendment.

### IV. SUBMISSION AND ACCEPTANCE OF APPLICATION

#### 19.10.011. Water and Roads: Application for Capacity Evaluation.

A. An application for a CRC and the application for the underlying development permit, shall be accompanied by the requisite fee, as determined by City Council Resolution. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director together with a development application:

1. Date of submittal.
2. Developer's name, address and telephone number.



3. Legal description of property as required by the underlying development permit application together with an exhibit showing a map of the property.
4. Proposed use(s) by land use category, square feet and number of units.
5. Phasing information by proposed uses, square feet and number of units, if applicable.
6. Existing use of property.
7. Acreage of property.
8. Proposed site design information, if applicable.
9. Traffic report prepared by a licensed professional engineer who is practicing as a traffic engineer; (Only for Transportation CRC)
10. Written consent of the property owner, if different from the developer;
11. Proposed request of capacity by legal description, if applicable; and
12. Purpose for which water is required. (Only for Water CRC)

**B. Roads.** Even if the traffic report is based on an estimation of impact, the applicant will still be bound by its estimation of impact, and any upward deviation from the estimated traffic impact shall require at least one of the following: a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; mitigation of the additional impact under SEPA; revocation of the CRC.

19.10.012. Submission and acceptance of an application for a CRC.

**A. Notice of Application.** Issuance of a Notice of Application for the underlying permit application shall follow the process in GHMC Sec.19.02.004. The Notice of Application required by GHMC Sec.19.02.004 shall state that an application for a concurrency determination has been received by the City.

**B. Determination of Completeness.** Within 28 days after receiving an application for a CRC, the City shall mail or personally deliver to the applicant a determination which states either: (1) that the application is complete; or (2) that the application is incomplete and what is necessary to make the application complete.

**C. Additional Information.** An application for a CRC is complete for purposes of this section when it meets the submission requirements in GHMC 19.10.011. The Determination of Completeness shall be made when the application is sufficiently complete for review even though additional information may be required or project modifications may be undertaken subsequently. The Director's Determination of Completeness shall not preclude the Director's ability to request additional information or studies. ~~whenever new information is required, or substantial changes are made to the proposed project.~~

**D. Incomplete Applications.**

1. Whenever the applicant receives a determination from the City that either the CRC or the underlying development application is not complete, ~~the applicant shall have 90 days to submit the necessary information. the application shall be given a "non-active" status, and will not be processed by the City. The City may process other applications submitted after "non-active" applications.~~ Within 14 days after an applicant has submitted the requested additional information, the Director shall make a Determination of Completeness for the CRC or discuss the completeness of the

underlying application with the Planning Director, and notify the applicant in the manner provided in subsection A of this section. Once the CRC and the underlying development application is complete, the City will remove the "non-active" status, and begin processing the CRC application.

2. If the applicant does not submit the additional information requested within the after 90-days have elapsed, period, the Director shall may make findings and issue a decision that the application has lapsed for lack of information necessary to complete the review, and the applicant may request a refund of the application fee remaining after the City's Determination of Completeness. The City has no obligation to (a) hold any application materials beyond this date, (b) to notify the applicant that this 90 day period has lapsed, or (c) notify the applicant that the application has expired.

~~E. **Director's Failure to Provide Determination of Completeness.** An application for a CRC shall be deemed complete under this section if the Director does not provide a written determination to the applicant that the application is incomplete as provided in subsection (B) of this section.~~

E. **Date of Acceptance of Application.** An application for a CRC shall not be officially accepted or processed until it is complete and the underlying development application has been determined complete. When an application is determined complete, the Director shall accept it and note the date of acceptance.

## V. PROCEDURE FOR DETERMINING CAPACITY

### 19.10.013. Method of Capacity Evaluation for Road Facilities.

#### A. Road Facilities.

1. In performing the concurrency evaluation for road facilities, and to prepare the Transportation CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of road facilities. This shall involve the following:

a. a determination of anticipated total capacity at the time the proposed impacts of development occur;

b. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. calculation of the available capacity for the proposed development;

d. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation provided by the applicant; and

e. comparison of available capacity with proposed development impacts.

2. The Director shall determine if the capacity of the City's road facilities, less the capacity which is reserved can be provided while meeting the level of service performance standards set forth in the City's Comprehensive Plan, and, if so, shall provide the applicant with a Transportation CRC.

B. Water.

1. In performing the concurrency evaluation for water, and to prepare the Water CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City water system. This shall involve the following:

a. a determination of anticipated total capacity at the time the proposed impacts of development occur;

b. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. calculation of the available capacity for the proposed development;

d. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation provided by the applicant; and

e. comparison of available capacity with proposed development impacts.

2. The Director shall determine if the capacity of the City's water facility, less the capacity which is reserved can be provided while remaining within the City's permitted water rights for withdrawal volume, and if so, shall provide the applicant with a Water CRC.

C. In order to determine concurrency for the purposes of issuance of a Transportation CRC, the Director shall make the determination described in Subsections (A)(1) through (5) above. In order to determine concurrency for the purpose of issuance of a Water CRC, the Director shall make the determination described in Subsection B above. The Director may deem the development concurrent with road facilities or the City's water system, with the condition that the necessary facilities or services shall be available when the impacts of the development occur or shall be guaranteed to be available through a financial commitment in an enforceable development agreement.

D. Lack of Concurrency.

1. Roads. If the Director determines that the proposed development will cause the LOS of a road facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, a Transportation CRC and the underlying development permit, if such an application has been made, shall be denied, pursuant to GHMC

Section 19.10.018 and any other provisions of Title 19 that may be applicable to denial of the underlying development permit.

2. Water. If the Director determines that there is no capacity available in the City's water system to provide water for a proposed project, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, the Director shall deny the Water CRC. The City has the discretion allowed under the Gig Harbor Municipal Code to deny the underlying development application, depending on the applicant's ability to provide water for the proposed project from another source.

3. Appeals of the Director's denial of a CRC may be filed pursuant to Part VIII of this chapter.

## VI. CAPACITY RESERVATION CERTIFICATES (CRCs)

19.10.014. Purpose of Capacity Reservation Certificate. A Transportation CRC is a determination by the Director that: (1) the proposed development activity or development phase will be concurrent with the applicable road facilities at the time the Transportation CRC is issued; and (2) the Director has reserved road facility capacity for this application until the expiration of the underlying development permit. The factors affecting available water capacity may, in some instances, lie outside of the City's control. The City's adoption of this chapter relating to the manner in which the City will make its best attempt to allocate water availability does not create a duty in the City to provide water to any individual or anyone, regardless of whether a Water CRC has issued. Every Water Availability Certificate and Water CRC shall state on its face that it is not a guarantee that water will be available to serve the proposed project. In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying permit application.

19.10.015. Procedure for Capacity Reservation Certificates. Within ninety (90) days after receipt of a complete application for a CRC, the Director shall process the application, in accordance with this Chapter, and issue the CRC or a Denial Letter.

19.10.016. Use of Reserved Capacity. When a valid development permit is issued for a project possessing a CRC, the CRC shall continue to reserve the capacity unless the development permit lapses or expires without the issuance of a Certificate of Occupancy.

19.10.017. Transfer of Reserved Capacity. Reserved capacity shall not be sold or transferred to property not included in the legal description provided by the developer in the application for a CRC. The developer may, as part of a development permit application, designate the amount of capacity to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the Director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

19.10.018. Denial Letter.

A. Roads. If the Director determines that one or more road facilities are not concurrent, the Director shall issue a denial letter, which shall advise the developer applicant that capacity is not available. If the developer applicant is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information: (1) an estimate of the level of the deficiency on the road facilities; and (2) the options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost.

B. Water. If the Director determines that there is inadequate water capacity in the City's water system for the proposed project, the Director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information: (1) the options available to the applicant such as private water supply or other water purveyor services; (2) a statement that if the applicant does not contact the City Planning and Building Department regarding the applicant's ability to obtain water from another source, the underlying development permit may be denied.

C. In order to appeal from the issuance of a Denial Letter, the developer shall appeal both the Denial Letter and the development permit denial pursuant to Part VIII of this chapter.

19.10.019. Notice of Concurrency Determination. Notice of the concurrency determination shall be given to the public together with, and in the same manner as, that provided for the SEPA threshold determination for the underlying development permit, unless the project is exempt from SEPA, in which case notice shall be given in the same manner as a final decision on the underlying development permit without any accompanying threshold determination.

## **VII. CAPACITY RESERVATION CERTIFICATE (CRC)**

### 19.10.020. Expiration and Extensions of Time.

A. Expiration. If a Certificate of Occupancy has not been requested prior to the expiration of the underlying permit, during the time frame set forth in the CRC, the Director shall convert the reserved capacity to available capacity for the use of other developments. Requesting a Certificate of Occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes.

B. Extensions for Road Facilities. The City shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the Transportation CRC or any subsequent extension.

C. Extensions for Water. The City shall not extend any Water CRC. If the applicant submits an application for an extension of the underlying permit, the applicant shall submit a new application for a concurrency determination under this Chapter.

## VIII. APPEALS OF CONCURRENCY DETERMINATION

19.10.021. Concurrency Determination to be Appealed with Underlying Permit. Any appeal of the denial of a concurrency determination shall include appeal of the denial of the underlying development permit application. The appeal shall follow the procedure for the underlying permit as set forth in Title 19, chapter 19.06 GHMC. If there is no administrative appeal procedure in Title 19 GHMC for the underlying permit, the appeal shall follow the process for an appeal of a Type II permit. ~~The appeal procedure as set forth in Chapter 19.06 GHMC shall be followed.~~

19.10.022. Time limit to bring appeal. An appeal of a denial letter and the underlying development application shall be brought within the time period set forth in GHMC Sec.19.06.004.

## IX. CONCURRENCY ADMINISTRATION

19.10.023. Purpose and Procedure. The purpose of this Part is to describe the process for administering the Concurrency Ordinance. Capacity accounts will be established, to allow capacity to be transferred to various categories in the application process. Capacity refers to the ability or availability of water in the City's water system. Capacity also refers to the ability or availability of road facilities to accommodate users, expressed in an appropriate unit of measure, such as LOS for road facilities. Available capacity represents a specific amount of capacity that may be reserved by or committed to future users of the City's water system or road facilities.

19.10.024. Capacity Classifications. There are hereby established two capacity accounts for water and two capacity accounts for transportation, to be utilized by the Director in the implementation of this Chapter. These accounts are:

- A. the Available Capacity account; and
- B. the Reserved Capacity account;

Capacity is withdrawn from the available capacity account and deposited into a reserved capacity account when a CRC is issued. Once the proposed development is constructed and an occupancy permit is issued, the capacity is considered "used." Each capacity account of available or reserved capacity will experience withdrawals on a regular basis. Only the Director may transfer capacity between accounts.

19.10.025. Annual Reporting and Monitoring. The Director is responsible for completion of an Annual Transportation Capacity Availability Report and an Annual Water Capacity Availability Report. ~~This~~ These reports shall evaluate reserved capacity and permitted development activity for the previous twelve month period, and determine existing conditions with regard to available capacity for road and water facilities. The evaluations shall report on capacity used for the previous period and capacity available for the Six-Year Capital Facilities and Utilities Element of the City's Comprehensive Plan, ~~and the Six-year Transportation Plan,~~ for road facilities, based upon LOS standards and the Water Comprehensive Plan. Forecasts shall be based on the most recently updated schedule of capital improvements, growth projections, water rights, annual water withdrawal volumes, public road facility inventories, and revenue projections and shall, at a minimum, include:

- A. A summary of development activity;
- B. The status of each Capacity Account;
- C. The Six-year Transportation Plan;
- D. Actual capacity of selected street segments and intersections, and current LOS; and
- E. Recommendations on amendments to CIP and annual budget, to LOS standards, or other amendments to the transportation element of or to the Comprehensive Plan.
- F. Existing water rights and Annual Withdrawal Volumes.

The findings of the Annual Capacity Availability Report shall be considered by the Council in preparing the annual update to the Capital Improvement Element, any proposed amendments to the CIP and Six-year TIP, and shall be used in the review of development permits and capacity evaluations during the next period.

Based upon the analysis included in the Annual Capacity Availability Reports, the Director shall recommend to the City Council each year, any necessary amendments to the CIP, TIP, Water Element of the Comprehensive Plan, and Comprehensive Plan. The Director shall also report on the status of all capacity accounts when public hearings for Comprehensive Plan amendments are heard.

19.10.026. Road LOS Monitoring and Modeling.

A. The City shall monitor Level of Service standards through an annual update of the Six Year Transportation Plan which will add data reflecting development permits issued and trip allocations reserved. ~~The City's Traffic Demand Model will be recalibrated annually based on traffic count information, obtained from at a minimum, the City's Public Works Department.~~

B. A new trip allocation shall be assigned for each Traffic Analysis Zone, based on the results from the Traffic Demand Model used by the City, to ensure that the City is achieving the adopted LOS standards described in this Chapter and the transportation element of the Comprehensive Plan.

C. Amendments to the Trip Allocation Program that exceed the total aggregate annual trip allocation per zone for any given year shall require an amendment to the Comprehensive Plan. Monitoring and modeling shall be required and must include anticipated capital improvements, growth projections, and all reserved and available capacity.

Section 2. If any section, sentence, clause or phrase of this ordinance should be 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, sentence, clause or phrase of this ordinance.

Section 3. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a

majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). The Council declares that an emergency exists necessitating immediate adoption of this Ordinance, because this Ordinance is necessary for the protection of the public health and public peace due to the volume of water usage within the City's water service area nearing the volume permitted by the Department of Ecology in the form of Water Rights. The corresponding number of new connections will be limited as the City approaches the maximum permitted withdrawal volume. Currently the water availability process is not tied to development permits and therefore allows speculation to occur and could possibly affect future development adversely. Such speculation will cause a problem in processing, but also distort the City's water planning efforts.

Section 4. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 5. Effective Date. This Ordinance shall take effect and be in full force immediately upon passage as set forth in Section 3.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_th day of \_\_\_\_\_, 2001.

APPROVED:

\_\_\_\_\_  
MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_  
CITY CLERK, MOLLY M. TOWSLEE

BY \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: PURCHASE PROPOSAL - CULTURAL ARTS COMMISSION**  
**DATE: SEPTEMBER 8, 1999**

**INFORMATION/BACKGROUND**

The Cultural Arts Commission has submitted a proposal to purchase City Hall. This proposal is included for your review.

**GIG HARBOR KEY PENINSULA CULTURAL ARTS COMMISSION  
CITY OF GIG HARBOR MUNICIPAL BUILDING**

**CULTURAL  
ARTS  
COMMISSION**

**PURCHASE  
PROPOSAL**

**January 12, 2001**

RECEIVED

JAN 16 2001

CITY OF GIG HARBOR

Shirley Tomasi  
Executive Director

**TO:** City of Gig Harbor Council Members  
City of Gig Harbor Mayor  
City of Gig Harbor City Administrator

**FROM:** The Gig Harbor Key Peninsula Cultural Arts Commission  
Shirley Tomasi - Executive Director

**SUBJECT:** Proposal to purchase:  
City of Gig Harbor Municipal Facility  
3105 Judson Street  
Gig Harbor, WA. 98335  
Option to Oversee  
City of Gig Harbor Planning Facility  
3125 Judson Street  
Gig Harbor, WA. 98335


**PROPOSAL SUMMARY:**

The Gig Harbor Key Peninsula Cultural Arts Commission (CAC), a 501(c)(3) non-profit organization, proposes to purchase the City of Gig Harbor Municipal facility for purposes of centralizing staff and programs. In addition, consideration is requested for an Option to Oversee the current City of Gig Harbor Planning facility use.

**OVERALL PLAN:**

With regard to the current City of Gig Harbor Municipal facility, CAC proposes to purchase the subject facility through grants and personal contributions by June 30, 2002, or at time of facility availability.

The upper floor would accommodate a Student Art Gallery, Non-Profit Organization Information Center, Volunteer Center, and CAC existing programs e.g. "Tickets & more". The lower floor would be rented to offset maintenance and operation expense. Estimated rental fees ranged from \$9.00 to \$12.00 per square foot for the lower floor and \$12.00 to \$16.00 for the upper floor, including "fair share" of taxes and insurance, for this facility. Rental and CAC programming income would offset maintenance and operation expense, estimated between \$3,000 - \$4,000 monthly.



As concerns the City of Gig Harbor Planning facility, CAC offers to manage the facility use e.g., community meetings.

If CAC is unable to acquire sufficient financial support to acquire the City of Gig Harbor Municipal facility, then consideration is requested for CAC's becoming the tenant of choice for the City of Gig Harbor Planning facility.

CAC currently promotes and accommodates area performing and visual arts programs in the Gig Harbor Key Peninsula area through the following programs:

- Bulk Mail
- Web Site - Free Page and Linkage
- Quarterly Insert and Calendar of Events
- "Tickets & more" kiosk
- Rack Card promotion
- Event Insurance Coverage
- Marketing Support
- Sponsorship Information
- Grant Coordination - Repository
- Scholarships
- Musical Instrument Allocation Program
- Computer Allocation Program
- Sponsoring Programs which encourage Tourism:
  - Open Studio Tour
  - Spirit of the Harbor - An Adventure in Quilting - Quilters' Conference
  - Writers' Conference
  - Family Art Series
  - Arts in the Park
  - Art Walk - Art Galleries Downtown Gig Harbor
  - Harbor Lights - Scandinavian Fest
  - Public Art Program
  - Winter Visuals
  - Antique Car and Boat Show

Additional CAC Member Requirements accommodated through a centralized facility:

- Centralized location for accessing CAC related information
- Exhibit Space and Conference Room Availability
- Performing and Visual Arts Master Programs
- Lecture Series - "Inquiring Mind"
- Art Resource Library
- Community Bulletin Board - Built in - Weather resistant - Glass Cover
- Arts in the Park Planning and Program Development
- Ensemble Performances
- Art Education Classes for all ages, including seniors

Office Space - Staffing:

- Executive Director
- Program Director
- Administrator
- Conference Room for all Non-Profit Organizations



## **STUDENT ART GALLERY**

Jim Coolican, Peninsula School District Superintendent, encourages teachers, family, and the community to work together to involve the students in their community.

The Gig Harbor Key Peninsula Cultural Arts Commission (CAC) believes a Student Art Gallery (Grades 9 - 12) is one way to bring the students into the community. It would also provide an opportunity to learn the business process, professionalism, and people skills required in the operation of a professional art gallery. Eventually, the students will be responsible for matting, framing, display, sales, business accounting, and contributing co-op volunteer hours.

At present, Harbor Gallery in Gig Harbor downtown area agreed to provide temporary exhibit for the students participating in the Studio Art Gallery program. This provides time to refine program processes.

## **NON-PROFIT ORGANIZATION INFORMATION CENTER**

Gig Harbor Key Peninsula area lacks an Information Center for residents to acquire information on the area's 141 Non-Profit Organizations e.g., contacts, brochures, membership requirements, web-site. Consolidating this information would benefit the entire community.

## **VOLUNTEER INFORMATION CENTER**

Non-profit organizations, City of Gig Harbor annual programs, GHPA Chamber of Commerce, all require volunteers to operate efficiently. Currently, there is no keeper of record regarding community volunteers, e.g., name, address, skill, availability, and opportunities for volunteering. It is our intent to develop a volunteer database of information that would be available to the community. This program would be designed similarly to, and in partnership with, the Pierce County United Way Volunteer program.

## **POTENTIAL PARTNERS in PURCHASE or RENTAL**

The Gig Harbor Peninsula Area Chamber of Commerce  
Tourism partnership with CAC  
Co-Partner in Purchase or Rental Space

Tacoma Community College - Gig Harbor Center  
Educational Extension Programs  
Rental Space

Pierce County United Way  
Program Partner  
Rental Space

Peninsula Art League  
Student Art Gallery - Tutors - Jurists  
Conference Room - Meeting Space

Peninsula School District  
Educational Extension Programs



## POTENTIAL PURCHASE FUNDING SOURCES

Foundation Grants  
CAC Endowment Fund  
Gig Harbor Hotel/Motel Tax Fund  
Business Contributions  
Visual and Performing Arts Organization Contributions  
Individual Donors

### ACTION ITEMS:

The Gig Harbor Key Peninsula Cultural Arts Commission requests the following:

MAI appraisal for the City of Gig Harbor Municipal Building Tax Parcel.

Current facility and property monthly/annual maintenance and operations expense.

Acknowledge your willingness to consider CAC's proposal to purchase the City of Gig Harbor Municipal building on or before April 2, 2001, in order our fund-raising campaign may be initiated as soon as possible.

After proposal acceptance, a "Letter of Agreement", or compatible document, between the City of Gig Harbor and CAC, including potential co-owners, would be necessary prior to our initiating a fund-raising campaign.

Taxes, it seems, are dependent on whether the facility is all, or in part, used by an art 501 © 3 organization and will be determined by a good faith "worst case" estimate.

### SUMMARY:

CAC provides enhance cultural richness to the Gig Harbor Key Peninsula area by providing a venue for display, education, and enjoyment of the arts. Your support regarding this matter can help us continue to make a difference in the community.

Sincerely,

Shirley Tomasi

-----  
11107 Hallstrom Dr. NW  
Gig Harbor, WA. 98332  
(253) 851-9462  
GHKP-CulturalArts.org  
[Cac@harbornet.com](mailto:Cac@harbornet.com)



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: OFFICIAL NEWSPAPER BID**  
**DATE: JANUARY 8, 2001**

**INFORMATION/BACKGROUND**

In accordance with Gig Harbor City Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received two bids. Both bids are attached.

**RECOMMENDATION**

Staff recommends a motion to award official newspaper status to the Peninsula Gateway for the year 2001.



The Nation's Number One  
Community Newspaper.

Mark E. Hoppen  
City Administrator  
3105 Judson Street  
Gig Harbor Wa. 98335

January 10<sup>th</sup> 2001

Dear Mr. Hoppen,

This is the bid by The Peninsula Gateway, Inc. to continue as the "official newspaper" for the City of Gig Harbor.

The new rate will be .53¢ a per agate inch there are 14 lines per inch which computes to \$7.45 per column inch. This rate reflects a 5% increase. The first increase in more than 2 years.

Rate .53¢ per agate inc.

Type size 6 point

Column width: 2 inches

The Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,500 households receive The Gateway each week through the U.S. Postal Service and news stand outlets in the immediate Gig Harbor area.

The Peninsula Gateway is a business located inside the city limits of Gig Harbor. We employ more than 40 full time and part-time employees and are fully self-contained including a web press which prints the newspaper.

The advertising representatives for the city will be either Donna Natucci or Tom Taylor.

Sincerely,

Tom Taylor

Publisher

# THE NEWS TRIBUNE

P.O. Box 11000 1950 South State Street Tacoma, Washington 98411-0008 (253) 597-8742

January 17, 2001

City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

## RE: BID – OFFICIAL NEWSPAPER

To the City Council:

1) The News Tribune is a major newspaper in the Peninsula area, publishing 7 days a week, 365 days a year, with a general circulation of 128,666 daily, 145,511 Sunday;

Circulation in the City of Gig Harbor:        **7,286 Daily    8,632 Sunday**

which includes subscriptions and newsstand sales, as per the attached circulation distribution list.

2) Type size:            6.5 point  
   Column width:        7 picas 6 points

3) Circulation distribution for Gig Harbor and Peninsula area, per attached list.

4) Advertising Representatives for legal advertising:

Terri Armour / Tonia Kirk	Phone:	253-597-8605
	FAX:	253-597-8473
	E-mail:	legals@thenewstribune.com

The News Tribune's legal advertising rate offered to the City of Gig Harbor, effective through Dec. 31, 2001, is:

**\$0.93 per line, per insertion**



**PAGE 2 - BID OFFICIAL NEWSPAPER**

Affidavits are sent by request with a fee of \$8 per ad for any number of affidavits; tearsheets are sent by request at no charge.

Legal advertising deadlines are as follows:

**10 a.m. the day prior  
2 p.m. Friday**

**Tuesday through Saturday editions  
Sunday or Monday editions**

**Display advertising deadline is 12 noon, 3 days prior to day of publication.**

Thank you for your consideration of this bid.



Lester Havard, Advertising Sales Manager  
The News Tribune, Tacoma, WA  
(253) 597-8619

# THE NEWS TRIBUNE

## 2000 Circulation Report

### Circulation by County/City

(one day counts)

County/City	Daily	Sunday	County/City	Daily	Sunday
<b>Pierce County</b>	<b>116,819</b>	<b>131,452</b>	<b>Kitsap County</b>		
Tacoma city zone	78,724	84,835	Bremerton	262	169
Anderson Island	194	231	Olalla	266	315
Ashford	110	149	Port Orchard	1,164	1,155
Bonney Lake	10	30	Silverdale	78	87
Buckley	1,085	1,313	Balance in county	118	43
Carbonado	69	87	<b>Total Kitsap County</b>	<b>1,888</b>	<b>1,769</b>
DuPont	355	434	<b>Lewis County</b>		
Eatonville	1,048	1,296	Centralia	118	102
Edgewood	250	264	Chehalis	130	117
Elbe	30	28	Glenoma	26	35
Fort Lewis	1,094	1,531	Mineral	72	83
Fox Island	416	568	Morton	149	158
Gig Harbor	7,286	8,632	Packwood	112	124
Graham	2,584	3,299	Randle	86	78
Lakebay	397	578	Balance in county	42	41
Longbranch	139	161	<b>Total Lewis County</b>	<b>735</b>	<b>738</b>
McKenna	106	144	<b>Mason County</b>		
Orting	883	1,112	Allyn	105	102
Puyallup	16,219	19,648	Belfair	233	244
Roy	865	1,027	Grapeview	142	141
South Prairie	60	76	Shelton	647	624
Sumner	4,709	5,804	Union	45	57
Vaughn	109	118	Balance in county	3	0
Wilkeson	67	75	<b>Total Mason County</b>	<b>1,175</b>	<b>1,168</b>
Balance in county	10	12	<b>Thurston County</b>		
<b>Total Pierce County</b>	<b>116,819</b>	<b>131,452</b>	Lacey	1,615	1,552
<b>King County</b>			Olympia	1,978	1,767
Auburn	2,832	2,752	Rainier	122	145
Des Moines	295	304	Tenino	34	36
Enumclaw	876	965	Tumwater	483	449
Federal Way	4,563	5,042	Yelm	701	904
Kent	1,255	1,092	Balance in county	14	18
Maple Valley	79	89	<b>Total Thurston County</b>	<b>4,947</b>	<b>4,871</b>
Pacific	154	196	Misc. counties in WA	183	120
Renton	325	204	Misc. other states	46	92
Seattle	1,304	826	Misc. military	1	4
Vashon Island	342	344	<b>Total miscellaneous</b>	<b>230</b>	<b>216</b>
Balance in county	530	420	<b>Total One Day Counts</b>	<b>138,349</b>	<b>152,448</b>
<b>Total King County</b>	<b>12,555</b>	<b>12,234</b>			

Source: Audit Bureau of Circulations statement for the 12 months ending 12/31/99.  
One day counts from Wednesday, October 13, 1999 and Sunday, October 17, 1999.



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR DR**  
**DATE: JANUARY 17, 2001**  
**SUBJECT: 2000 FOURTH QUARTER FINANCE REPORT**

The quarterly financial reports for the fourth quarter of 2000 are attached.

Total resources (revenues and beginning fund balances) were 94% of the annual budget. Annual revenues (excluding beginning fund balances) were 87% and expenditures (excluding ending fund balances) were 64% of the annual budget.

General Fund revenues (excluding beginning balance) were 118% of budget. Taxes received in 2000 were 110 % of budget. This was due mostly to sales taxes, which exceeded budget by \$279,000 (112%). License and permit revenues, mostly due to building permits and plan checking fees, exceeded budget by \$184,000 (182%). The budget for these fees was \$221,984. All other General Fund revenue categories combined to exceed budget by \$243,000.

General Fund expenditures (excluding ending fund balance) were 81% of budget. All departments are within budget.

Street revenues and expenditures (excluding beginning and ending fund balances) were 62% and 61% of budget. Reimbursements for the Kimball Drive, Point Fosdick and Rosedale grants totaled \$549,000. A balance of \$274,000 remains on these grants and should be received in 2001. We have received \$820,613 from Pierce County in support of the East-West Road construction. A balance of \$179,387 remains on the county commitment. This has been billed and should be received in 2001. Street revenues also included transfers of \$550,000 and \$500,000 from the General and General Government Capital Improvement Funds.

2000 Hotel-Motel taxes were nearly \$174,000. This exceeded budget by \$64,000. 2000 expenditures were \$109,889.

Water, Sewer and Storm operating revenues were 94%, 101% and 106% of budget (excluding beginning fund balances). Water, Sewer and Storm expenditures (excluding ending fund balances) were 83%, 74% and 70% of budget.

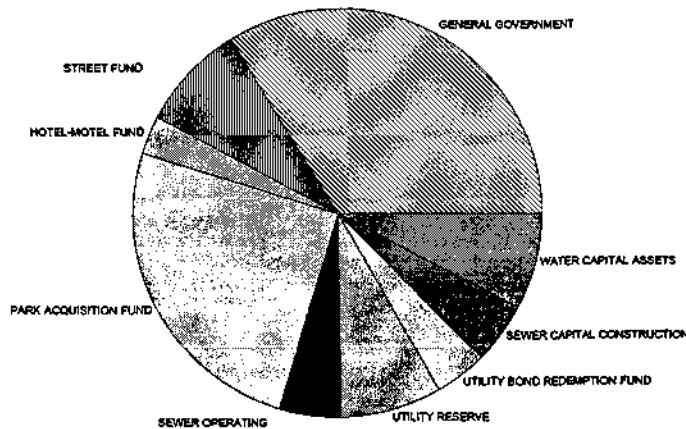
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF DECEMBER 31, 2000**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$2,085,706	\$4,959,317	\$4,429,057	(\$121,343)	\$2,494,623
101	STREET FUND	279,334	3,542,731	3,565,374	364,476	621,166
105	DRUG INVESTIGATION FUND	15,174	3,602	5,701	(375)	12,701
107	HOTEL-MOTEL FUND	151,185	182,230	109,889	-	223,527
109	PARK ACQUISITION FUND	1,573,492	360,440	75,258	(1,680)	1,856,993
203	'87 GO BONDS - SEWER CONSTR	227,521	29,383	97,355	(65)	159,484
208	91 GO BONDS & 97 LTGO BONDS	25,430	289,921	278,005	(143)	37,203
301	GENERAL GOVT CAPITAL ASSETS	130,034	178,507	212,569	-	95,971
305	GENERAL GOVT CAPITAL IMPRVMEN'	505,316	192,146	500,000	-	197,462
307	LID NO. 99-1 FUND	-	1,200	1,200	-	-
401	WATER OPERATING	242,086	688,962	801,326	(22,681)	107,041
402	SEWER OPERATING	325,808	1,044,920	926,825	(83,889)	360,014
407	UTILITY RESERVE	558,759	34,916	-	-	593,674
408	UTILITY BOND REDEMPTION FUND	320,607	465,403	466,638	(11,712)	307,660
410	SEWER CAPITAL CONSTRUCTION	606,502	177,333	194,822	(232,414)	356,600
411	STORM SEWER OPERATING	109,816	432,192	382,187	(13,861)	145,959
420	WATER CAPITAL ASSETS	690,146	101,272	225,536	(1,502)	564,380
605	LIGHTHOUSE MAINTENANCE TRUST	1,667	103	49	-	1,721
631	MUNICIPAL COURT	7,057	71,873	71,873	(7,057)	0
801	CLEARING CLAIMS	-	-	-	-	-
		<u>\$7,855,640</u>	<u>\$12,756,449</u>	<u>\$12,343,665</u>	<u>(\$132,246)</u>	<u>\$8,136,178</u>

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF DECEMBER 31, 2000**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		1.490%	204,454
RESTRICTED CASH		1.490%	393,873
LOCAL GOVERNMENT INVESTMENT POOL		6.453%	6,637,550
FEDERAL HOME LOAN BANK	11/26/2002	5.755%	100,000
FEDERAL HOME LOAN BANK	09/10/2003	6.060%	300,000
FEDERAL HOME LOAN MTG CORP CPN	03/08/2004	6.300%	300,000
FEDERAL NATL MTG ASSN MED TERM NOTE	03/12/2004	6.000%	200,000
			<u>\$8,136,178</u>

**Ending Cash Balances By Fund**

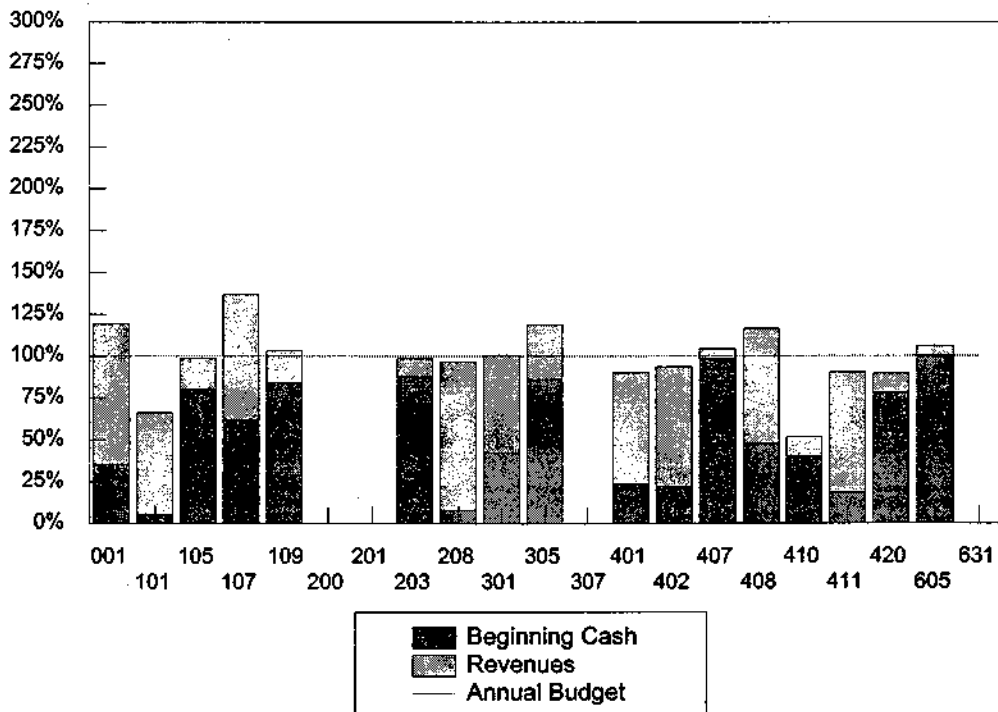


Smaller balances are excluded from chart

**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING DECEMBER 31, 2000**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$5,898,579	\$7,045,023	(\$1,146,444)	119.44%
101	STREET FUND	5,766,002	3,822,064	1,943,938	66.29%
105	DRUG INVESTIGATION FUND	19,020	18,776	244	98.72%
107	HOTEL-MOTEL FUND	243,450	333,415	(89,965)	136.95%
109	PARK ACQUISITION FUND	1,869,288	1,933,932	(64,644)	103.46%
203	'87 GO BONDS - SEWER CONSTR	260,072	256,904	3,168	98.78%
208	91 GO BONDS & 97 LTGO BONDS	326,108	315,351	10,757	96.70%
301	GENERAL GOVT CAPITAL ASSETS	306,370	308,541	(2,171)	100.71%
305	GENERAL GOVT CAPITAL IMPROVEMENT	586,739	697,462	(110,723)	118.87%
307	LID NO. 99-1 FUND		1,200	(1,200)	NA
401	WATER OPERATING	1,031,409	931,048	100,361	90.27%
402	SEWER OPERATING	1,462,315	1,370,728	91,587	93.74%
407	UTILITY RESERVE	568,495	593,674	(25,179)	104.43%
408	UTILITY BOND REDEMPTION FUND	675,074	786,010	(110,936)	116.43%
410	SEWER CAPITAL CONSTRUCTION	1,507,398	783,836	723,562	52.00%
411	STORM SEWER OPERATING	599,664	542,008	57,656	90.39%
420	WATER CAPITAL ASSETS	882,934	791,418	91,516	89.64%
605	LIGHTHOUSE MAINTENANCE TRUST	1,670	1,770	(100)	105.96%
631	MUNICIPAL COURT		78,930	(78,930)	NA
		<b>\$22,004,587</b>	<b>\$20,612,089</b>	<b>\$1,392,498</b>	<b>93.67%</b>

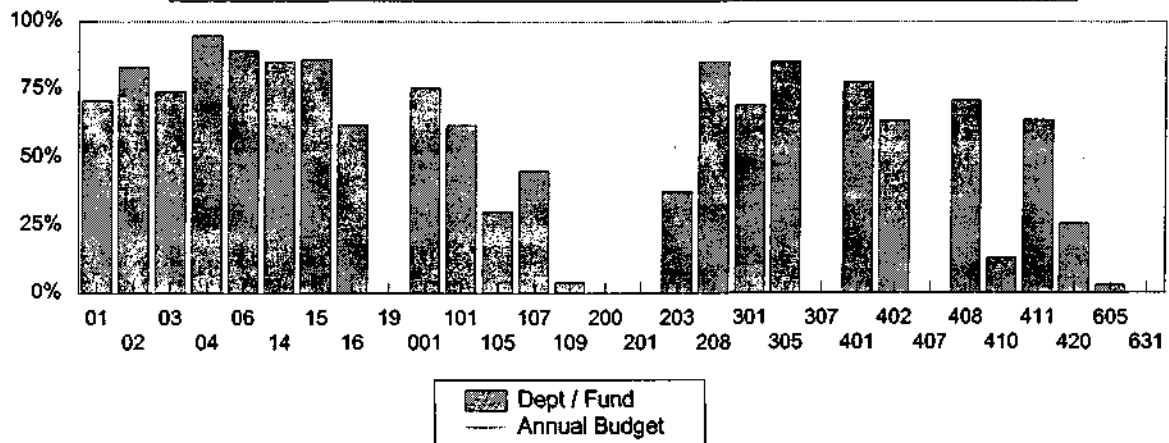
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING DECEMBER 31, 2000**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$1,784,100	\$1,261,753	\$522,347	70.72%
02	LEGISLATIVE	29,750	24,708	5,042	83.05%
03	MUNICIPAL COURT	292,250	216,862	75,388	74.20%
04	ADMINISTRATIVE/FINANCIAL	697,865	662,164	35,701	94.88%
06	POLICE	1,421,480	1,269,013	152,467	89.27%
14	COMMUNITY DEVELOPMENT	578,982	493,135	85,847	85.17%
15	PARKS AND RECREATION	536,700	461,174	75,526	85.93%
16	BUILDING	111,400	69,020	42,380	61.96%
19	ENDING FUND BALANCE	446,052	-	446,052	-
001	TOTAL GENERAL FUND	5,898,579	4,457,829	1,440,750	75.57%
101	STREET FUND	5,766,002	3,565,425	2,200,577	61.84%
105	DRUG INVESTIGATION FUND	19,020	5,701	13,319	29.97%
107	HOTEL-MOTEL FUND	243,450	109,889	133,561	45.14%
109	PARK ACQUISITION FUND	1,869,288	75,258	1,794,030	4.03%
203	'87 GO BONDS - SEWER CONSTR	260,072	97,355	162,717	37.43%
208	91 GO BONDS & 97 LTGO BONDS	326,108	278,005	48,103	85.25%
301	GENERAL GOVT CAPITAL ASSETS	306,370	212,569	93,801	69.38%
305	GENERAL GOVT CAPITAL IMPROVEMENT	586,739	500,000	86,739	85.22%
307	LID NO. 99-1 FUND	-	1,200	(1,200)	NA
401	WATER OPERATING	1,031,409	801,335	230,074	77.69%
402	SEWER OPERATING	1,462,315	926,997	535,318	63.39%
407	UTILITY RESERVE	568,495	-	568,495	-
408	UTILITY BOND REDEMPTION FUND	675,074	478,350	196,724	70.86%
410	SEWER CAPITAL CONSTRUCTION	1,507,398	194,822	1,312,576	12.92%
411	STORM SEWER OPERATING	599,664	382,193	217,471	63.73%
420	WATER CAPITAL ASSETS	882,934	225,536	657,398	25.54%
605	LIGHTHOUSE MAINTENANCE TRUST	1,670	49	1,621	2.93%
631	MUNICIPAL COURT	-	71,873	(71,873)	NA
		<b>\$22,004,587</b>	<b>\$12,384,386</b>	<b>\$9,620,201</b>	<b>56.28%</b>

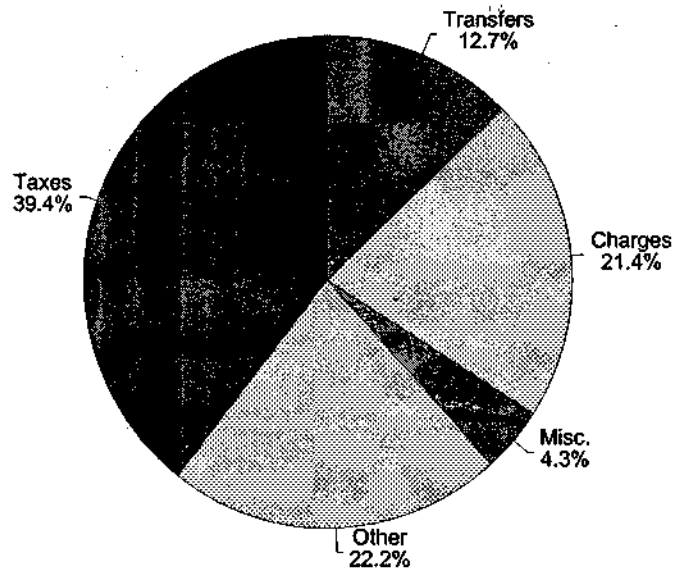
**Expenditures as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2000**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$5,031,058
Licenses and Permits	410,192
Intergovernmental	1,804,126
Charges for Services	2,732,444
Fines and Forfeits	96,013
Miscellaneous	543,125
Non-Revenues	515,775
Transfers and Other Sources of Funds	1,623,716
<b>Total Revenues</b>	<b>12,756,449</b>
Beginning Cash Balance	7,855,640
<b>Total Resources</b>	<b>\$20,612,089</b>

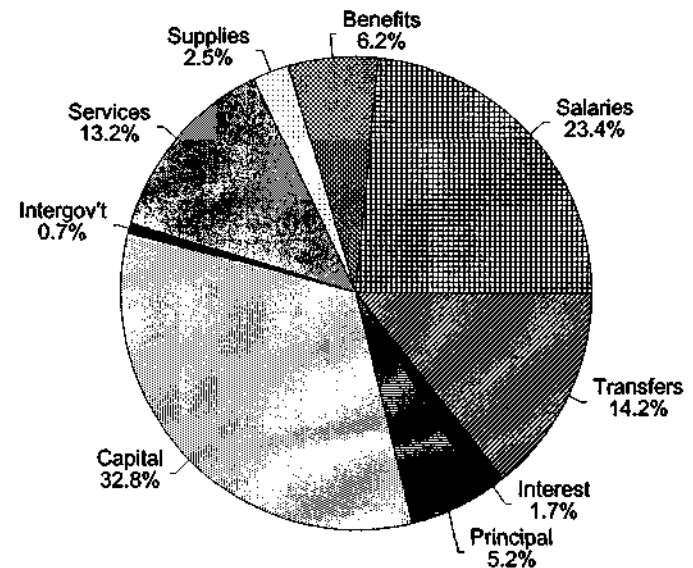
**Revenues by Type - All Funds**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING DECEMBER 31, 2000**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$2,901,444
Personnel Benefits	767,139
Supplies	311,515
Services and Other Charges	1,633,361
Intergovernmental Services and Charges	89,928
Capital Expenditures	4,063,128
Principal Portions of Debt Payments	641,571
Interest Expense	213,339
Transfers and Other Uses of Funds	1,762,961
<b>Total Expenditures</b>	<b>12,384,386</b>
Ending Cash Balance	8,136,178
<b>Total Uses</b>	<b>\$20,520,564</b>

**Expenditures by Type - All Funds**



**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2000**

	SPECIAL REVENUE FUNDS									TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	307 LID NO. 99-1	605 LIGHTHOUSE MAINTENANCE	
CASH	\$89,844	\$350,107	\$475	\$8,367	\$58,281	\$3,592	\$7,391	-	\$64	\$428,279
INVESTMENTS	2,404,779	271,059	12,225	215,160	1,798,712	92,379	190,071	-	1,656	2,581,262
RECEIVABLES	41,905	27,649	-	-	-	-	-	-	-	27,649
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>2,536,527</b>	<b>648,815</b>	<b>12,701</b>	<b>223,527</b>	<b>1,856,993</b>	<b>95,971</b>	<b>197,462</b>		<b>1,721</b>	<b>3,037,189</b>
<b>LIABILITIES</b>										
CURRENT	14,583	384,400	-	-	-	-	-	-	-	384,400
LONG TERM	18,762	18,762	-	-	-	-	-	-	-	18,762
<b>TOTAL LIABILITIES</b>	<b>33,345</b>	<b>403,162</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>		<b>-</b>	<b>403,162</b>
<b>FUND BALANCE:</b>										
BEGINNING OF YEAR	1,972,923	217,912	14,799	151,185	1,571,812	130,034	505,316	-	1,667	2,592,724
Y-T-D REVENUES	4,959,317	3,593,165	3,602	182,230	360,440	178,507	192,146	1,200	103	4,511,393
Y-T-D EXPENDITURES	(4,429,057)	(3,565,374)	(5,701)	(109,889)	(75,258)	(212,569)	(500,000)	(1,200)	(49)	(4,470,040)
<b>ENDING FUND BALANCE</b>	<b>2,503,182</b>	<b>245,653</b>	<b>12,701</b>	<b>223,527</b>	<b>1,856,993</b>	<b>95,971</b>	<b>197,462</b>	<b>-</b>	<b>1,721</b>	<b>2,634,027</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$2,536,527</b>	<b>\$648,815</b>	<b>\$12,701</b>	<b>\$223,527</b>	<b>\$1,856,993</b>	<b>\$95,971</b>	<b>\$197,462</b>	<b>-</b>	<b>\$1,721</b>	<b>\$3,037,189</b>



**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2000**

	DEBT SERVICE		TOTAL DEBT SERVICE
	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	
CASH	\$5,970	\$1,393	\$7,362
INVESTMENTS	153,514	35,810	189,324
RECEIVABLES	5,469	-	5,469
FIXED ASSETS	-	-	-
OTHER	-	-	-
<b>TOTAL ASSETS</b>	<b>164,953</b>	<b>37,203</b>	<b>202,156</b>
<b>LIABILITIES</b>			
CURRENT	-	-	-
LONG TERM	3,711	-	3,711
<b>TOTAL LIABILITIES</b>	<b>3,711</b>	<b>-</b>	<b>3,711</b>
<b>FUND BALANCE:</b>			
BEGINNING OF YEAR	229,213	25,287	254,501
Y-T-D REVENUES	29,383	289,921	319,304
Y-T-D EXPENDITURES	(97,355)	(278,005)	(375,360)
<b>ENDING FUND BALANCE</b>	<b>161,241</b>	<b>37,203</b>	<b>198,444</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$164,953</b>	<b>\$37,203</b>	<b>\$202,156</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2000**

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$4,222	\$13,690	\$3,506	\$11,516	\$13,348	\$5,487	\$21,372	\$73,143
INVESTMENTS	102,819	346,324	590,168	296,144	343,252	140,472	543,007	2,362,186
RECEIVABLES	89,948	186,393	9,195	1,076,740	370	111,553	-	1,474,199
FIXED ASSETS	1,946,052	8,936,083	-	-	169,811	586,103	206,392	11,844,440
OTHER	-	-	-	7,443	-	-	-	7,443
<b>TOTAL ASSETS</b>	<b>2,143,041</b>	<b>9,482,490</b>	<b>602,869</b>	<b>1,391,842</b>	<b>526,781</b>	<b>843,615</b>	<b>770,772</b>	<b>15,761,410</b>
<b>LIABILITIES</b>								
CURRENT	3,430	724,840	-	390,834	21	683	118	1,119,926
LONG TERM	36,555	15,044	-	2,012,973	-	11,091	-	2,075,663
<b>TOTAL LIABILITIES</b>	<b>39,985</b>	<b>739,884</b>	<b>-</b>	<b>2,403,806</b>	<b>21</b>	<b>11,774</b>	<b>118</b>	<b>3,195,589</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	2,215,658	8,624,683	567,953	(555,130)	544,249	779,682	894,918	13,072,012
Y-T-D REVENUES	688,962	1,044,920	34,916	9,804	177,333	434,352	101,272	2,491,559
Y-T-D EXPENDITURES	(801,326)	(926,825)	-	(466,638)	(194,822)	(382,187)	(225,536)	(2,997,335)
<b>ENDING FUND BALANCE</b>	<b>2,103,056</b>	<b>8,742,606</b>	<b>602,869</b>	<b>(1,011,964)</b>	<b>526,760</b>	<b>831,841</b>	<b>770,654</b>	<b>12,565,822</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$2,143,041</b>	<b>\$9,482,490</b>	<b>\$602,869</b>	<b>\$1,391,842</b>	<b>\$526,781</b>	<b>\$843,615</b>	<b>\$770,772</b>	<b>\$15,761,410</b>

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF DECEMBER 31, 2000**

	FIDUCIARY			ACCOUNT GROUPS		
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS		
CASH	-	-	-	-		
INVESTMENTS	-	-	-	-		
RECEIVABLES	-	-	-	-		
FIXED ASSETS	-	8,907,739	-	8,907,739		
OTHER	-	-	2,083,311	2,083,311		
<b>TOTAL ASSETS</b>	<b>-</b>	<b>8,907,739</b>	<b>2,083,311</b>	<b>10,991,050</b>		
<b>LIABILITIES</b>						
CURRENT	-	-	-	-		
LONG TERM	-	-	2,083,311	2,083,311		
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>2,083,311</b>	<b>2,083,311</b>		
<b>FUND BALANCE:</b>						
BEGINNING OF YEAR	-	8,907,739	-	8,907,739		
Y-T-D REVENUES	71,873			-		
Y-T-D EXPENDITURES	(71,873)			-		
<b>ENDING FUND BALANCE</b>	<b>-</b>	<b>8,907,739</b>	<b>-</b>	<b>8,907,739</b>		
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>-</b>	<b>\$8,907,739</b>	<b>\$2,083,311</b>	<b>\$10,991,050</b>		

**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF DECEMBER 31, 2000**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
<b>ASSETS</b>								
CASH	\$89,844	\$428,279	\$7,362	\$525,485	\$73,143	-	-	\$598,627
INVESTMENTS	2,404,779	2,581,262	189,324	5,175,365	2,362,186	-	-	7,537,550
RECEIVABLES	41,905	27,649	5,469	75,023	1,474,199	-	-	1,549,222
FIXED ASSETS	-	-	-	-	11,844,440	-	8,907,739	20,752,180
OTHER	-	-	-	-	7,443	-	2,083,311	2,090,753
<b>TOTAL ASSETS</b>	<b>2,536,527</b>	<b>3,037,189</b>	<b>202,156</b>	<b>5,775,872</b>	<b>15,761,411</b>	<b>-</b>	<b>10,991,050</b>	<b>32,528,333</b>
<b>LIABILITIES</b>								
CURRENT	14,583	384,400	-	398,983	1,119,926	-	-	1,518,909
LONG TERM	18,762	18,762	3,711	41,236	2,075,663	-	2,083,311	4,200,209
<b>TOTAL LIABILITIES</b>	<b>33,345</b>	<b>403,162</b>	<b>3,711</b>	<b>440,219</b>	<b>3,195,589</b>	<b>-</b>	<b>2,083,311</b>	<b>5,719,118</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	1,972,923	2,592,724	254,501	4,820,147	13,072,012	-	8,907,739	26,799,899
Y-T-D REVENUES	4,959,317	4,511,393	319,304	9,790,014	2,491,559	71,873	-	12,353,446
Y-T-D EXPENDITURES	(4,429,057)	(4,470,040)	(375,360)	(9,274,457)	(2,997,335)	(71,873)	-	(12,343,665)
<b>ENDING FUND BALANCE</b>	<b>2,503,182</b>	<b>2,634,027</b>	<b>198,444</b>	<b>5,335,653</b>	<b>12,565,822</b>	<b>-</b>	<b>8,907,739</b>	<b>26,809,214</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$2,536,527</b>	<b>\$3,037,189</b>	<b>\$202,156</b>	<b>\$5,775,872</b>	<b>\$15,761,410</b>	<b>-</b>	<b>\$10,991,050</b>	<b>\$32,528,332</b>



City of Gig Harbor Police Dept.  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE**  
**SUBJECT: DECEMBER INFORMATION FROM PD**  
**DATE: JANUARY 16, 2001**

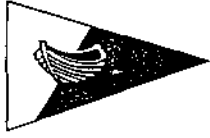
*MB*

The December 2000 activity statistics are attached for your review. We placed officers on foot patrol in the business districts during December. This was well received by the business community. We also put additional officers out at night to address the DUI issue. As a result we arrested 20 DUI violators in December. We will continue to place emphasis on this area as staffing allows.

The Reserves volunteered 132 hours in December. In addition to patrol duties, they assisted with the annual tree lighting and provided court transports.

The Marine Services Unit went on two dispatched calls in December. The boat also assisted in the Special People's Cruise and the Lighted Boat Parade. The unit logged just 8 hours in December. The boat has been removed from the water for the winter.

The bicycle unit was not used in December.



City of Gig Harbor Police Dept.  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

#### December 2000

	<u>Dec</u> <u>2000</u>	<u>YTD</u> <u>2000</u>	<u>YTD</u> <u>1999</u>	<u>% chg to</u>
CALLS FOR SERVICE	379	5052	4906	+ 2
CRIMINAL TRAFFIC	27	181	226	- 19
TRAFFIC INFRACTIONS	54	788	1032	- 23
DUI ARRESTS	20	88	64	+ 37
FELONY ARRESTS	5	64	79	- 18
MISDEMEANOR ARRESTS	14	270	255	+ 5
WARRANT ARRESTS	2	56	108	- 48
CASE REPORTS	118	1362	1358	- 0.2
REPORTABLE VEHICLE ACCIDENTS	22	219	218	+ 0.4

GIG HARBOR & PENINSULA AREA  
**CHAMBER OF COMMERCE**

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

January 17, 2001

Sent Via Facsimile: 253-851-6881

Gig Harbor City Council  
3302 Harborview Drive, Suite 2  
Gig Harbor, WA 98332

RE: PUD/PRD City Council Work Session of January 2, 2001

Dear Council Members:

I am writing this letter in regards to the Council's January 2, 2001, work session on the PUD/PRD. I was concerned when discussions reached the level where Council members have begun to discuss how advantages may be added to or taken away from developers based on the net buildable versus gross buildable relationships in PUD/PRD projects. This kind of focus will never solve the issues at stake.

Varieties of development controls are already in place by various jurisdictions, i.e., Federal, State as well as the City's underlying zoning (based on lot coverage percentage limitations). The properties I own in and around Gig Harbor have been held by me for approximately 20 years. I have witnessed a continued reduction in useable areas throughout this 20 year period. The following is a brief timeline:

- ▶ 1983 Introduction of Federal and State Wetland Regulations.
- ▶ 1988 New Wetland classification with setbacks of up to 100 feet depending on wetland classification.
- ▶ 1994 Stricter definition and enforcement of wetlands further reducing useable area.
- ▶ 2000 Proposed Gig Harbor regulations exceeding Federal and State Regulation making PUD/PRD applications more prohibitive beyond City's underlying zoning.

PUD/PRD City Council Work Session of January 2, 2001  
January 17, 2001  
Page Two

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An issue the City Council needs to realize is a small [50 x 50] wetland area on PUD/PRD project equals 2,500 square feet. By adding a 50-foot surrounding wetland buffer, this area then increases to 22,500 square feet. It does not make sense that this would not affect the net buildable for the underlying zoning.

I am not contending that wetland regulations are bad. When put in proper perspective, I believe wetland buffers and property setbacks are important to the surrounding property owners as well as add value to the community.

The dangerous road the City Council is taking its property owners down is steering us toward inflated costs that will eventually be passed on to consumers by compounding regulations upon each other. One only needs to compare to \$15.00 per square foot - rents around town to the Gig Harbor North rents which must be from \$25.00 to \$30.00 per square foot to justify the high cost of doing new development.

Sincerely



Walt Smith  
Chamber Chair

WHS/lmh



GIG HARBOR & PENINSULA AREA  
**CHAMBER OF COMMERCE**

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

January 10, 2001

Sent Via Facsimile: 253-851-8563

City of Gig Harbor  
Attention: Mayor Gretchen Wilbert  
3302 Harborview Drive, Suite 2  
Gig Harbor, WA 98335

RE: Response to January 2, 2001, Work Session

Dear Mayor Wilbert and City Council Members:

Please find enclosed two responses to the City Council's January 2, 2001, work session.

Thank you for your consideration.

Sincerely,

  
Walt Smith  
Chamber Chair  
253-851-4696

WHS/lmh

Enclosures

cc: Mark Hoppen, City Manager (fax: 851-8563)  
John Vodopich, City Planning Director (fax: 858-6408)

**HALSAN FREY ASSOCIATES LLC**  
A REAL ESTATE DEVELOPMENT AND CONSULTING SERVICES COMPANY

January 9, 2001

RECEIVED

JAN - 9 2001

CITY OF GIG HARBOR

Mayor Gretchen Wilbert &  
Members of the City Council  
3105 Judson Street  
Gig Harbor, WA 98335

**RE: PUD/PRD AMENDMENTS**

RECEIVED  
CITY OF GIG HARBOR  
JAN 09 2001  
PLANNING AND BUILDING

Dear Mayor & Council Members:

We want to thank you for your candid discussion last week regarding the above captioned issue. It is a complex subject that warrants lengthy exploration and you are all to be commended for your active participation. As you move on to the public hearing phase scheduled for January 22<sup>nd</sup>, we hope you will remember how concerned we are with a few sections of the PUD Ordinance. Particularly,

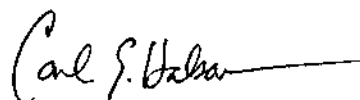
- Hearing Examiner vs. Council in the initial approval process
- Time limitations for final approval
- When Design Review should take place
- When a rezone (if requested) should take place
- Gross floor area bonuses

A recurring theme kept emerging during your work session relating to code amendments that should be explored immediately by the staff and the Planning Commission. We further hope you will adopt a motion after your public hearing initiating a formal review of the following items:

1. Building/Business square footage limitations in certain zones
2. The City Council's role in quasi-judicial matters
3. Time limitations for filing final plats/site plans
4. R-1 base density
5. Net vs. gross density

We will be in attendance at your public hearing to answer any questions or provide input if that is warranted. Thank you very much for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Carl E. Halsan". The signature is written in black ink and includes a horizontal line extending to the right from the end of the name.

Carl E. Halsan  
Project Manager

c Gateway Capital, L.L.C.  
Walt Smith

I would like to speak to the Council briefly about economic development in Gig Harbor. I have some ideas that I'd like to share with you.

First, let me tell you a little about myself. I have worked in Tacoma the last several years, in the tourism industry at the Tacoma /Pierce County Visitor and Convention Bureau. I was a retailer in Old Town Tacoma for 4 years, and was President of the Old Town Business District. And lastly, I am co-founder of the Job Carr Cabin Museum in Old Town that just opened in December. We raised \$500,000 for this important historical replication project. With this background, I'd like to relate some of my experiences.

The City of Tacoma has 12 business districts that they promote through their Economic Development Department in a "Mainstreet" type of program. In each business district there is a Board of Directors who determine the programs to take place in their district, and committees strive to accomplish these goals. They have been very successful.

Over the last 20 years, I have seen many changes in Gig Harbor. Our downtown used to be "the" place in the South Sound to visit. Hearing from many individuals, volunteers, retailers, and property owners our downtown continues to struggle for the lack of business to sustain their financial commitment. There are so many organizations in Gig Harbor that have contributed their time and money for events, parades, parks and festivals to showcase Gig Harbor, and yet we still seem to fall short of direct recognition and economic prosperity. Our beautiful, picturesque city on the waterfront, a fishing village rich with history needs a plan for all to participate in.

In Old Town, the only business district on the waterfront, we decided to create a theme, to work on our asset, being the "Birthplace of Tacoma". We initiated a streetscape plan, an art plan, marketing plan, all to benefit economic development in Old Town, and to promote tourism.

I would like to suggest to the Council that Gig Harbor utilize all its assets including, and especially all the people who work so tirelessly to promote Gig Harbor. That Gig Harbor create their own, or participate in a program through the Washington State Dept. of Community, Trade and Economic Development, a Downtown Revitalization Program that helps cities to organize, promote, design and restructure.

This program brings benefits to all; local residents, property owners, city government, retail owners, service business owners, financial institutions, preservationists, county government and utility companies. Wouldn't it be beneficial to bring all these people together to make a plan for prosperity in Gig Harbor? Our downtown needs our attention.

Submitted to: Gig Harbor City Council, January 22, 2001  
By Phillis Olson, 5306 Old Stump Dr. N.W. Gig Harbor, WA 98332  
(253) 858-4960, [www.bwpd\\_olson@msn.com](mailto:www.bwpd_olson@msn.com)

# Downtown Dispatch

Special Bulletin

January, 2000



WASHINGTON STATE  
COMMUNITY, TRADE AND  
ECONOMIC DEVELOPMENT

Downtown Revitalization  
Program

## Downtown Revitalization is Economic Development

*"Economic Development is a process of innovation that increases the capacity of individuals and organizations to produce goods and services and thereby create wealth. This, in turn, can lead to jobs, income, and a tax base for communities, states, and regions."*

From the Higher Education - Economic Development Connection published by the American Association of State Colleges and Universities in agreement with the Economic Development Administration.

### How does downtown revitalization fit this definition?

- Downtown revitalization creates jobs and puts people to work.
- Downtown revitalization attracts new businesses and encourages entrepreneurship.
- New and expanding downtown businesses generate increased sales tax.
- Downtown development offers local investment opportunities.
- Many downtown businesses attract tourists and a restored historic downtown acts as a tourist destination.
- Downtown festivals and special events attract outside people and outside dollars.
- The downtown can act as a regional shopping district, pulling in shoppers from a radius beyond the city limits.

- A healthy downtown attracts industrial businesses.
- Many downtown businesses (manufacturing and service) attract export dollars to the community.
- Downtowns are typically dominated by local businesses. Profits generated by these businesses typically circulate within the local economy. Profits from chain stores are often transferred to corporate headquarters.
- New downtown businesses may "plug" the leakage of dollars spent at retail businesses outside of the community.
- New housing can be generated downtown thereby helping to keep the labor force in town.

### Why is downtown's role in the economic development process important?

- Shift from a labor intensive economy to a technology intensive economy.
- Shift from a goods producing economy to a service producing economy.
- Shift from national to global economy.
- Small businesses are playing a greater role in our economy.
- Emphasis on compact development is growing.
- Downtown is once again seen as a mixed-use development opportunity.

### In This Issue

- 1 Downtown Revitalization is Economic Development
- 2 Main Street in the Face of Change
- 4 The Main Street Approach™
- 5 The State Program
- 6 Statistics from Local Programs
- 6 Tier System Network Members

# Partner and Associate-level Cities: 1991-1999

New Jobs, Businesses, & Rehabilitation Investment by Downtown Areas

City	Reporting Period		Acquisitions, Expansions, & New Businesses	New Jobs	Building Rehabs	Rehab Investment	Business Failures & Reloc. Out	Jobs Lost	Net Jobs
	Begins	Ends							
Auburn *	10/1/91	12/31/99	191	840	169	17,305,518	132	410	430
Bainbridge Isl.	10/1/98	12/31/99	24	101	9	1,054,600	13	62	39
Enumclaw	10/1/98	12/31/99	25	96	17	187,100	12	34	62
Kent	10/1/93	12/31/99	190	777	128	42,340,400	48	88	689
Pasco *	8/1/91	12/31/99	107	618	78	1,771,990	47	116	502
Port Angeles *	8/1/91	12/31/99	160	355	70	8,216,369	60	130	225
Port Townsend	8/1/91	12/21/99	169	310	107	4,038,173	47	81	229
Puyallup	3/1/92	12/31/99	98	379	63	29,567,363	44	156	223
Shelton	1/1/97	12/31/99	41	93	20	1,811,755	29	73	20
Vancouver	8/1/91	12/31/99	246	974	105	49,678,429	60	267	707
Walla Walla	3/1/92	12/31/99	199	748	245	12,347,289	80	498	250
Wenatchee	5/1/92	12/31/99	177	563	151	10,654,014	80	259	304
Inactive Towns (3) *			56	137	49	1,759,984	19	44	93
<b>TOTALS</b>			<b>1,670</b>	<b>5,966</b>	<b>1,207</b>	<b>180,592,022</b>	<b>670</b>	<b>2,217</b>	<b>3,749</b>

\* Numbers incomplete

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## The Eight Principles Guiding Successful Downtown Revitalization Programs are:

1. **Comprehensive.** A single project cannot revitalize a downtown or commercial neighborhood. An ongoing series of initiatives is vital to build community support and create lasting progress.
2. **Incremental.** Small projects make a big difference. They demonstrate that "things are happening" on Main Street and hone the skills and confidence the program will need to tackle more complex projects.
3. **Self-Help.** The State can provide valuable direction and technical assistance, but only local leadership can breed long-term success by fostering and demonstrating community involvement and commitment to the revitalization effort.
4. **Public/Private Partnership.** Every local Main Street™ program needs the support and expertise of both the public and private sectors. For an effective partnership, each must recognize the strengths and weaknesses of the other.
5. **Identifying and Capitalizing on Existing Assets.** Unique offerings and local assets provide the solid foundation for a successful Main Street™ initiative.
6. **Quality.** From storefront design to promotional campaigns to special events, quality must be instilled in the organization.
7. **Change.** Changing community attitudes and habits is essential to bring about a commercial district renaissance. A carefully planned Main Street™ program will help shift public perceptions and practices to support and sustain the revitalization process.
8. **Action Oriented.** Frequent visible changes in the look and activities of the commercial district will reinforce the perception of positive change. Small, but dramatic, improvements early in the process will remind the community that the revitalization effort is underway.

# Why is Downtown Important? ...

Can malls and discount centers take the place of downtowns in the future? The answer is most definitely no. Though malls and discount centers play important roles in our communities, downtown is much more than a shopping center. It is critical for everyone involved in downtown revitalization to understand the value of downtown. Here are some good reasons why downtown is important (though they're not in any particular order):

1. Your central business district is a prominent employment center. Even the smallest downtown employs hundreds of people. Downtown is often the largest employer in a community.
2. As a business center, your downtown plays a major role. It may even represent the largest concentration of businesses in your community. It also serves as an incubator for new businesses—the successes of tomorrow.
3. Most of the businesses in your downtown are independently owned. They support a local family who supports the local schools, etc. Independent businesses keep profits in town.
4. Downtown is a reflection of how your community sees itself—a critical factor in business retention and recruitment efforts. When industry begins looking at your community as a possible location, they examine many aspects including the quality of life. Included in quality of life is interest in downtown — is it alive and viable, or does it represent local disinterest and failure?
5. Your downtown represents a significant portion of the community's tax base. If this district declines, property will decrease in value and subsequently increases the tax burden on other parts of your community.
6. The central business district is an indispensable shopping and service center. Though it may no longer hold the place as your community's most dominant shopping center, it still includes unique shopping and service opportunities. Attorneys, physicians, accountants, and insurance offices, as well as financial institutions, are often located downtown.

7. Your downtown is the historic core of your community. Many of the buildings are historically significant and help highlight your community's history.

8. Downtown represents a vast amount of public and private investment. Imagine the costs to recreate all the public infrastructure and buildings already existing in your central business district. Think of the waste of past dollars spent if downtown is neglected.

9. A central business district is often a major tourist draw. When people travel, they want to see unique places. There isn't a downtown like yours in the world!

10. Downtown is usually a government center. Most likely it is where your city hall, county courthouse, and post office are located. This "one stop" shopping for government services is a notable feature of downtowns across the country.

11. And, perhaps, most important, your downtown provides a sense of community and place. As Carol Liskind, author of *Main Street: The Face of Urban America*, said "...as Main Street, it was uniquely American, a powerful symbol of shared experiences, of common memory, of the challenge, and the struggle of building a civilization... Main Street was always familiar, always recognizable as the heart and soul of the village, town or city."

(Edited from an article by Alicia Goehring, Wisconsin Main Street Program, Wisconsin Department of Development)