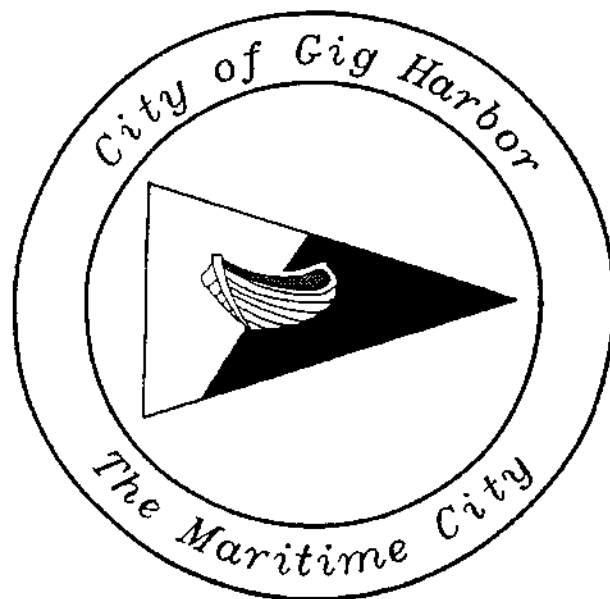


# **Gig Harbor City Council Meeting**



**August 13, 2001  
7:00 p.m.**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING**

**August 13, 2001 - 7:00 p.m.**

**CALL TO ORDER:**

**PUBLIC HEARING:**

1. Petition for Annexation - 57th Street Court NW.
2. Amendments to the Plat - Mallard's Landing.
3. Concomitant Agreement - Mallard's Landing.

**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 July 23, 2001.
2. Correspondence/Proclamations:
  - a) Letter of Appreciation from David Knowlton.
  - b) Update from AWC.
  - c) Letter from Whitman County Prosecuting Attorney - Domestic Violence Summit.
  - d) Letter from Myra Doak - Gate on Erickson Street.
  - e) Office of Financial Management - Population.
  - f) Letter from AWC - Update on City Activities.
  - g) Proclamation - Farmers Market Week.
3. Change Order #3 - East/West Roadway Project.
4. Pavement Marking - Contract Award.
5. 56<sup>th</sup> Street/Olympic Drive Improvements Design - Consultant Services Contract.
6. Liquor License Application: Albertsons #406 Renewals: Gig Harbor Yacht Club
7. Approval of Payment of Bills for August 13, 2001.  
Checks #33548 through #33728 in the amount of \$658,493.92.
8. Approval of Payroll for the month of July:  
Checks #875 through #946 in the amount of \$208,016.37.

**OLD BUSINESS:**

1. Second Reading of Ordinance - Amendment to GHMC Chapter 19.02 - Permit Applications.
2. Second Reading of Ordinance - Amendment to GHMC Chapter 19.06 - Appeal Procedures.

**NEW BUSINESS:**

1. Monty Mahan - Pierce County Conservation District Update.
2. Resolution - Petition for Annexation - 57th Street Court NW.
3. Amendment to the Plat - Mallard's Landing.
4. Amendment to Concomitant Agreement - Mallard's Landing.
5. Contract for Land Use Hearing Examiner Services.

**STAFF REPORTS:**

Gig Harbor Police Department - July Stats.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.3 1.110(j).

**ADJOURN:**

**DRAFT**

**GIG HARBOR CITY COUNCIL MEETING OF JULY 23, 2001**

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

**CALL TO ORDER:** 7:02 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meetings of July 9, 2001.
2. Correspondence/Proclamations:
  - a) Liquor Control Board - Discontinuance of Liquor License - Bartell Drug.
3. Liquor License Renewals: The Keeping Room; Emerald Star Restaurant; Harbor Rock Café; Hunan Garden Restaurant; Kinza Teriyaki; and Spiro's Pizza & Pasta.
4. Approval of Payment of Bills for July 23, 2001.  
Checks #33389 through #33547 in the amount of \$427,220.62.

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

**OLD BUSINESS:**

1. Second Reading of Ordinance - Issuance and Sale of Water/Sewer Revenue Bond Anticipation Note. David Rodenbach presented the second reading of an ordinance approving a bond anticipation note for the construction of Pump Station 3A. He described the terms of the note and minor amendments to the ordinance. He introduced Dave Trageser, from Banc of America, to answer questions.

**MOTION:** Move to adopt Ordinance No. 887 as amended.  
Picinich/Ruffo - unanimously approved.

**NEW BUSINESS:**

1. Update from Pierce County Dept. of Emergency Management - Neighborhood Preparedness. Ms. Jody Woodcock, PC-NET Trainer from Pierce County, gave an overview of the PC-NET program used to train local neighborhoods in Emergency Preparedness. She explained that the Millville Neighborhood had completed the training and were planning a second practical exercise. She added that she was currently beginning the process to train two additional neighborhoods, Greyhawk and Quiet Forest Park.

Mayor Wilbert introduced Joanne Grey, Sue Gilmore and Dave Watson, and explained that they were involved with PEP-C training neighborhoods in the county. She invited Jody to attend the upcoming "Train the Trainers" presentation sponsored by PEP-C.

2. Emergency Declaration - Harborview Drive Watermain Break Street Restoration. David Skinner, Public Works Director, explained that two recent watermain breaks on Harborview Drive required emergency repairs. He described the damage to the street and adjacent sidewalk and asked Councilmembers to ratify the declaration of emergency and the contract with Looker and Associates for repairs on a cost and time and materials basis. He said that the repairs would cost approximately \$50,000 and will take two weeks.

**MOTION:** Move adoption of Resolution No. 568.  
Dick/Young - unanimously approved.

3. First Reading of Ordinance - Amendment to GHMC Chapter 19.02 - Permit Applications. John Vodopich, Planning Director, explained that this amendment to the section of the city code corrects an inconsistency in the code in regards to water concurrency and how the department determines if an application is complete. He then answered Council's questions. This will return for a second reading at the next meeting.

4. First Reading of Ordinance - Amendment to GHMC Chapter 19.06 - Appeal Procedures. John Vodopich explained that this ordinance amended the definitions section of Chapter 19.06 to identify the City Council as a "party of record" in permit decisions to ensure that there is no confusion regarding the right to appeal such decisions by the City Council. This will also return for a second reading at the next meeting.

5. Resolution - Adopting Findings and Facts to Uphold the Hearing Examiner's Decision - Henderson Bay Alternative School. John Vodopich presented this resolution drafted by the city attorney establishing the findings and facts supporting the Hearing Examiner's decision based upon the closed record appeal held at the last council meeting.

**MOTION:** Move to adopt Resolution No. 569 adopting the Findings and Facts to Uphold the Hearing Examiner's Decision on Henderson Bay Alternative School.  
Ruffo/Dick - five members voted in favor. Councilmember Picinich abstained.

**STAFF REPORTS:**

Finance Director - Quarterly Report. David Rodenbach, Finance Director, presented the quarterly report. He explained that to date, all funds were on track and answered questions.

**PUBLIC COMMENTS:** None.

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

Mayor Wilbert introduced Col. Camiano and thanked him for the recent concert at the City Park featuring the Army Corp Band.

Councilmember Pasin mentioned the Low Impact Development presentation sponsored by Peninsula Neighborhood Association and his desire to attend. Mayor Wilbert announced the meeting dates and times of the Low Impact Development presentation, and added that the presenter, Curtis Hinman, would be willing to come and give a presentation for City Council. Public noticing concerns were discussed and it was determined that this would not constitute a gathering of Councilmembers who may be discussing issues, and therefore, would not require public noticing.

Mayor Wilbert gave a brief report on the Domestic Violence Summit held at City Hall on Saturday. She shared the positive comments she had received on the program, recognizing the efforts of Judge Dunn and Paul Nelson, of the Municipal Court.

Mayor Wilbert spoke briefly on the automated speed and red light traffic enforcement information she had received. Councilmembers recommended that this information be forwarded to the Chief of Police and that he return with a report.

**ANNOUNCEMENT OF OTHER MEETINGS:**

PNA presentation on Low Impact Development - Thursday, July 26<sup>th</sup> - Key Peninsula Civic Center, 7 p.m. - 9 p.m. Additional presentations on this subject: September 5<sup>th</sup>, Fife, and October 25<sup>th</sup> in Parkland.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:40 p.m.  
Young/Ekberg - unanimously approved.

Cassette recorder utilized.  
Tape 622 - Side A 000 -363.  
Tape 622 - Side B 000 - end.  
Tape 623 - Side A 000 - 020.

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Gretchen A. Wilbert, Mayor

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City Clerk

RECEIVED

JUL 18 2001

CITY OF GIG HARBOR

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

Dear Mayor Wilbert,

A word of thanks and appreciation for sharing your wonderful harbor with our sailing club, The Windseekers, on the weekend of July 7<sup>th</sup> & 8<sup>th</sup>, 2001.

Our eight sailboats rafted together and while the wives found bargains in town, the skippers remained aboard to solve world problems.

We ate that evening at Anthony's Shoreline. The food was delicious, service outstanding and the best view in the world.

Of special note was the professionalism and friendliness of Police Officer Kelly Busey. Officer Busey was assigned to the police boat. He stopped by our raft, greeted us, and ensured that we were adequately anchored. After dark, he saw our dinghies returning from Anthony's and he ensured that we all had personal floatation devices and a flashlight.

Throughout the weekend, Officer Busey would remind boaters, who were perhaps going a little too fast, to slow down and reduce the wake. This also was done in a professional, yet friendly manner. He demonstrated a practical knowledge of boats and people.

Thanks again!

Sincerely,



David L. Knowlton  
S/V Koosah  
2591 Madrona Point Lane  
Steilacoom, WA 98388



1076 Franklin St. SE  
Olympia, WA 98501-1346

Phone: 360-753-4137

Toll Free: 1-800-562-8981

Fax: 360-586-7550

Website: [www.awcnet.org](http://www.awcnet.org)


RECEIVED

JUL 25 2001

CITY OF GIG HARBOR

July 23, 2001

Gretchen Wilbert  
Mayor  
City of Gig Harbor  
3105 Judson St  
Gig Harbor, WA 98335

  
Dear Mayor Wilbert:

The Association of Washington Cities (AWC) Board of Directors would like to take this opportunity to thank you for your support and assistance during the past year. We are very proud and pleased that every city and town once again chose to be a member of the Association. You and your colleagues clearly recognize the value of "partnerships" as you unite via AWC to present a unified front to the citizens of Washington, Congress, the Legislature and a host of other parties.

City service continues to be a difficult task that is growing in complexity. AWC's primary purpose is to assist you meet these challenges and serve your citizens effectively. Two years ago we worked with you and prepared the *City Trends Report*. This report identified your most pressing issues. Today we continue to structure our programs and services in order to assist you with **technology, leadership and partnerships.**

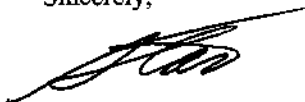
You face these challenges with limited fiscal resources that continue to be attacked. The latest attack is Initiative 747 regarding property taxes. The AWC Board has formally adopted a position opposing I-747. They did so given the fiscal impact of this initiative and past initiatives, uncertainties regarding future state assistance for MVET replacement funding, and a decline in economic growth, especially in rural Eastern Washington. The Association has already mailed you a number of educational pieces on the Initiative. We will continue to provide you information on this issue.

We hope you will again join city officials across the state, participate in your Association in 2002, and help us help you address the difficult issues faced by city officials throughout the state.

To assist you with your budgeting process, we have calculated your 2002 AWC service fee. Your fee is **\$3,269.09** based upon the Office of Financial Management's most recent population figure of **6,485**. **This is not an invoice, simply a notice.** We will send you an invoice in December.

Thanks again for your past support and participation. Please feel free to contact me or Jim Justin at (360) 753-4137 or toll-free (800) 562-8981 if you have any questions regarding this notice or AWC services.

Sincerely,



Stan Finkelstein  
AWC Executive Director

Cc: David Rodenbach, Finance Director  
Mark Hoppen, City Administrator

WHITMAN COUNTY PROSECUTING ATTORNEY

James H. Kaufman

Whitman County Courthouse  
PO Box 30 Colfax, WA 99111-0030  
(509) 397-6250, FAX (509) 397-3989

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Chief Deputy Prosecuting Attorney  
and Civil Division Supervisor  
Ronald D. Shirley

Senior Deputy Prosecuting Attorney  
Ann Shannon

Deputy Prosecuting Attorneys  
Carol La Verne  
David Stevens  
Byron Bederian

Wednesday, July 25, 2001

The Honorable Michael Dunn  
Gig Harbor Municipal Court  
3105 Judson Street  
Gig Harbor, Washington 98335

**RE: Domestic Violence Summit 2001**

Dear Judge Dunn:

Whitman County Prosecutor Jim Kaufman and I were extremely impressed both with the substance of the summit and the purpose behind it. The best summation of the conference is contained in your closing comments, "[the] mission... is to learn to communicate effectively in order to work together to accomplish [the] ultimate goal of really turning around lawbreakers, who due to substance abuse problems or dysfunctional and abusive behavior, would otherwise offend again."

I left the summit excited by what you are doing in Gig Harbor. You said, "We cannot and should not jeopardize the lives of others by becoming desensitized by the magnitude of cases." As you have observed becoming numb to the problems that Domestic Violence is dangerous—and almost inevitable. In my experience, training alone will not address the sense of futility that can come with these cases. Every judge has a copy of the Domestic Violence Manual for Judges. Every prosecutor knows how to look up RCW 10.99, the Legislature's Official Response to Domestic Violence. Any solutions have to come from leadership and inspiration. It was a pleasure to watch you provide that leadership.

As you noted, this was your first summit on Domestic Violence. I take that as a promise that there will be future summits. You can count on Whitman County being represented, if possible, at any future summits that you hold. I will be telling others to keep a watch on Gig Harbor for guidance.

One of the reasons the summit was such a success was the quality of the people in attendance. Gathering judges, elected officials, prosecutors, public defenders, state-certified therapists, state social service representatives, victim advocates and clergy to talk to one another is the only way we are going to make changes. Paul Nelson, your court administrator, should be commended for contacting everyone, getting everybody together, and doing a great job organizing the proceedings.



You asked for information on the "Safety Plans" that Spokane County uses. I am forwarding a copy of this letter to Spokane Regional Domestic Violence Team, so that the Victims Advocates can send you a copy of the packet of forms and procedures that they use. I have enclosed a copy of the letter that I sometimes send to victims and a copy of the "SOC" that I use. Both are evolving documents (and not just because I continue to find typos in them), so please let me know if you have any comments as to how to improve them. My email is DaveS@co.whitman.wa.us. My personal email is ultra\_litigator@hotmail.com.

I would also appreciate it if you would mention to Judge Farrow that I particularly liked his comment that sometimes the best therapy is incarceration.

Sincerely,



David Stevens,  
Deputy Prosecutor

cc: Spokane Regional Domestic Violence Team  
901 N. Monroe, Suite 200  
Spokane, WA 99201  
(509) 835-4500  
Fax 835-4552

The Honorable Robert Dick, Gig Harbor City Council  
The Honorable Gerald Horne, Pierce County Prosecutor  
Brenda Bono, Gig Harbor City Prosecutor  
Thomas McBride, WAPA

RECEIVED

AUG - 7 2001

Mayor Gretchen, City Administrator Mark Hoppen,  
And all City Council Members:

CITY OF GIG HARBOR

A tax-supported street closed to access for residences on Erickson Street by a private community association?

Apparently this was approved back in 1985, but our present council members cannot recall why a security gate was approved. An "anonymous" Spinnaker Ridge resident declared in the August 1, 2001 Gateway that this is "a private area." Would this discriminatory reasoning allow property owners in general to declare the same privilege?

In 1985 Erickson Street area was not fully developed. That still made the action illegal, and now in 2001 when the area is fully developed, it is not only illegal but extremely inconvenient, and not a fair use of our tax money.

What makes the "anonymous" comment in the Gateway that since the gate came down "it has been like a racetrack through here" thoroughly laughable, is the Senior apartments on Erickson for age 62 and older. I don't think the majority of us who would use this road qualify for the Indy 500. Besides, few people knew that those barricade signs were against the Fire Departments order and were afraid to move them. So the traffic through there was very light.

Oh yes! They really wanted better "goodwill." That's why the barricades went up with that silly tape. The reason they finally gave up on them was because they got tired of having to dig them out of the bushes where some of us stronger seniors kept throwing them. The very last week of the roadwork, they were finally discarded. And if they were really concerned about "goodwill" they would have gladly let that be open during the roadwork. Not only did we have to wait eons to get out and do our errands and etc., but the road crew had to put up with the wanting in and out as well.

*more rammed*

It takes real audacity for some Spinnaker Ridge residents to take upon themselves a violation of the Fire Department orders for better and faster access to Erickson Street. Aren't we entitled to this by our tax dollars as well? Or is it in this case, that their private money is doing the talking?

We ask the council to take another look at this! All residents on Erickson Street deserve the same benefits from fire and medics as do those who may be more "prominent" or more monied than the rest of us. Open the road and remove the illegal gate that is there to accommodate a special group.

*See August*

*Len Cile A Chandler*  
*Marnie Doak*  
*Olava Linder*  
*Aili Carl*  
*Juanita Clark*

*Myra Doak*  
*Gig Harbor*  
*Josephine*  
*Pauline*  
*Suzanne E Crane*  
*Marian Wild*  
*Mary E Johnson*  
*Edythe Mogle*  
*Mary Thomas*  
*Josephine Swenson*  
*Mary J. Rose*

# Residents will block Erickson again

*Neighbors have 1985 deal with city to allow blockade of street*

BY JAY PATRICK  
*of The Peninsula Gateway*

A tax-supported street is closed to through access by a private community association, with the city's consent.

Erickson Street runs about .3 miles between Kimball Drive and Soundview Drive. Most of the stretch lies within the Spinnaker Ridge 58-lot housing development.

When it was approved in 1985, Spinnaker Ridge was granted permission by the city council to erect a security gate across Erickson at its western boundary.

That irks some residents who feel Erickson should be open.

City Council minutes from 1985 don't specify reasons why the gate was approved and with 16 years gone, current city staff and Council members don't have clear understandings.

Council member Steve Ekberg, who was on the city council in 1985, said he doesn't recall specifics but said the gate probably wasn't considered as significant at the time because Kimball Drive wasn't developed to anywhere near its current state.

The gate controversy is nothing new, according to city officials and



A barricade at the western boundary of Erickson Street keeps traffic out of a private neighborhood.

*Gateway photo/  
Jay Patrick*

Spinnaker Ridge residents, but recent construction on Kimball Drive has reanimated the issue.

When work on Kimball Drive began earlier this year, the Fire Department required removal of the gate to allow improved access to and from the fire station, located on Kimball.

"Since they opened the gate, it's been like a racetrack through here," said a Spinnaker Ridge resident, who spoke on the condition of anonymity. "This is a private area."

The resident said the aged Spinnaker Ridge population enjoys

the security that a gate provides. There are no age restrictions for residents in Spinnaker Ridge, however, the development is almost exclusively occupied by retirees.

When the fire department removed the gate, residents blocked the road with ribbon and construction barriers adorned with the spray-painted name of Gig Harbor.

The barriers stood until Wednesday of last week when they were removed by the homeowners in an effort to ease contention in the community, according to a Spinnaker Ridge homeowners'

association official who wished to remain anonymous.

"This is a good community and we want to have goodwill," the official said.

Public Works Director Dave Skinner said it's his understanding that the homeowners are allowed, according to city resolution, to reinstall the gate when work on Kimball is completed.

Skinner's assessment jibes with Spinnaker Ridge Community Association President John Gorow, who said the gate will most likely be put back up this week.



STATE OF WASHINGTON

JUL 9 2001

OFFICE OF FINANCIAL MANAGEMENT

Insurance Building, PO Box 43113 • Olympia, Washington 98504-3113 • (360) 902-0555

July 29, 2001

Dear City, Town, and County Officials:

This letter officially transmits April 1, 2001 population determinations for cities, towns, and counties. These 2001 population determinations will be used to allocate certain revenues to local governments according to RCW 43.62.020 and RCW 36.13.100. Allocations to counties based on these numbers should begin fall 2001. Allocations to cities and towns based on these numbers should begin in January 2002.

In accord with the Growth Management Act this letter also transmits the percentage increase in population for each county over the preceding ten years, April 1, 1991 through April 1, 2001.

These April 1, 2001 population determinations are being sent to the highest elected official in all local jurisdictions, the population contact for all cities and towns, county planners, and regional planning agencies. Please inform other interested persons of these figures.

Should you have any questions, please contact me at (360) 902-0599.

Sincerely,

Theresa J. Lowe  
Chief Demographer

Enclosure



**Population of Cities, Towns, and Counties  
Used for Allocation of Selected State Revenues  
State of Washington**

<u>County</u> <u>Municipality</u>	<u>Census</u> <u>2000</u>	<u>2001</u>	<u>County</u> <u>Municipality</u>	<u>Census</u> <u>2000</u>	<u>2001</u>	<u>County</u> <u>Municipality</u>	<u>Census</u> <u>2000</u>	<u>2001</u>
<b>Adams</b>	<b>16,428</b>	<b>16,600</b>	<i>Clark continued</i>			<i>Franklin continued</i>		
Unincorporated	7,905	8,001	Battle Ground	9,322	10,040	Connell	2,956	2,970
Incorporated	8,523	8,599	Camas	12,534	12,970	Kahlotus	214	215
Hatton	98	119 *	La Center	1,654	1,735	Mesa	425	440
Lind	582	580	Ridgefield	2,147	2,175	Pasco	32,066	33,010
Othello	5,847	5,895	Vancouver	143,560	145,300	<b>Garfield</b>	<b>2,397</b>	<b>2,400</b>
Ritzville	1,736	1,745	Washougal	8,595	8,790	Unincorporated	880	880
Washtucna	260	260	Woodland (part)	92	95	Incorporated	1,517	1,520
			Yacolt	1,055	1,065	Pomeroy	1,517	1,520
<b>Asotin</b>	<b>20,551</b>	<b>20,700</b>						
Unincorporated	12,119	12,225	<b>Columbia</b>	<b>4,064</b>	<b>4,100</b>	<b>Grant</b>	<b>74,698</b>	<b>75,900</b>
Incorporated	8,432	8,475	Unincorporated	1,279	1,255	Unincorporated	35,797	36,230
Asotin	1,095	1,095	Incorporated	2,785	2,845	Incorporated	38,901	39,670
Clarkston	7,337	7,380	Dayton	2,655	2,715	Coulee City	600	600
			Starbuck	130	130	Coulee Dam (part)	4	5
<b>Benton</b>	<b>142,475</b>	<b>144,800</b>				Electric City	922	950
Unincorporated	33,169	33,350	<b>Cowlitz</b>	<b>92,948</b>	<b>93,900</b>	Ephrata	6,808	6,895
Incorporated	109,306	111,450	Unincorporated	38,792	39,195	George	528	535
Benton City	2,624	2,720	Incorporated	54,156	54,705	Grand Coulee	897	926 *
Kennewick	54,751	55,780	Castle Rock	2,130	2,125	Hartline	134	135
Prosser	4,838	4,865	Kalama	1,783	1,840	Krupp	60	65
Richland	38,708	39,350	Kelso	11,895	11,860	Mattawa	2,609	2,820
West Richland	8,385	8,735	Longview	34,660	35,100	Moses Lake	14,953	15,210
			Woodland (part)	3,688	3,780	Quincy	5,044	5,165
<b>Chelan</b>	<b>66,616</b>	<b>67,100</b>				Royal City	1,823	1,825
Unincorporated	29,238	29,510	<b>Douglas</b>	<b>32,603</b>	<b>32,800</b>	Soap Lake	1,733	1,730
Incorporated	37,378	37,590	Unincorporated	22,317	22,469	Warden	2,544	2,565
Cashmere	2,965	3,070	Incorporated	10,286	10,331	Wilson Creek	242 *	244 *
Chelan	3,526	3,535	Bridgeport	2,059	2,080			
Entiat	957	975	Coulee Dam (part)	125	125	<b>Grays Harbor</b>	<b>67,194</b>	<b>68,500</b>
Leavenworth	2,074	2,080	East Wenatchee	5,757	5,770	Unincorporated	25,578	26,800
Wenatchee	27,856	27,930	Mansfield	319	321 *	Incorporated	41,616	41,700
			Rock Island	863	865	Aberdeen	16,461	16,490
<b>Clallam</b>	<b>64,525</b>	<b>64,800</b>	Waterville	1,163	1,170	Cosmopolis	1,595	1,595
Unincorporated	38,674	38,865				Elma	3,049	3,050
Incorporated	25,851	25,935	<b>Ferry</b>	<b>7,260</b>	<b>7,300</b>	Hoquiam	9,097	9,035
Forks	3,120	3,145	Unincorporated	6,306	6,310	McCleary	1,454	1,445
Port Angeles	18,397	18,420	Incorporated	954	990	Montesano	3,312	3,325
Sequim	4,334	4,370	Republic	954	990	Oakville	675	680
						Ocean Shores	3,836	3,930
<b>Clark</b>	<b>345,238</b>	<b>352,600</b>	<b>Franklin</b>	<b>49,347</b>	<b>50,400</b>	Westport	2,137	2,150
Unincorporated	166,279	170,430	Unincorporated	13,686	13,765			
Incorporated	178,959	182,170	Incorporated	35,661	36,635			

**Population of Cities, Towns, and Counties  
Used for Allocation of Selected State Revenues  
State of Washington**

<u>County</u> <u>Municipality</u>	<u>Census</u> <u>2000</u>	<u>2001</u>	<u>County</u> <u>Municipality</u>	<u>Census</u> <u>2000</u>	<u>2001</u>	<u>County</u> <u>Municipality</u>	<u>Census</u> <u>2000</u>	<u>2001</u>
<b>Pacific</b>	<b>20,984</b>	<b>21,000</b>	<i>Pierce continued</i>			<i>Snohomish continued</i>		
Unincorporated	13,969	13,885	University Place	29,933	30,190	Mill Creek	11,525	11,970
Incorporated	7,015	7,115	Wilkeson	395	417 *	Monroe	13,795	14,210
Ilwaco	950	950				Mountlake Terrace	20,362	20,370
Long Beach	1,283	1,385	<b>San Juan</b>	<b>14,077</b>	<b>14,400</b>	Mukilteo	18,019	18,340
Raymond	2,975	2,975	Unincorporated	12,088	12,380	Snohomish	8,494	8,565
South Bend	1,807	1,805	Incorporated	1,989	2,020	Stanwood	3,923	3,975
			Friday Harbor	1,989	2,020	Sultan	3,344	3,775
<b>Pend Oreille</b>	<b>11,732</b>	<b>11,800</b>				Woodway	936	945
Unincorporated	8,735	8,710	<b>Skagit</b>	<b>102,979</b>	<b>104,100</b>			
Incorporated	2,997	3,090	Unincorporated	44,506	44,815	<b>Spokane</b>	<b>417,939</b>	<b>422,400</b>
Cusick	212	210	Incorporated	58,473	59,285	Unincorporated	199,076	202,767
Ione	479	475	Anacortes	14,557	14,840	Incorporated	218,863	219,633
Metaline	162	160	Burlington	6,757	6,995	Airway Heights	4,500	4,490
Metaline Falls	223	225	Concrete	790	790	Cheney	8,832	9,200
Newport	1,921	2,020	Hamilton	309	325	Deer Park	3,017	3,035
			La Conner	761	765	Fairfield	494	591 *
<b>Pierce</b>	<b>700,820</b>	<b>713,400</b>	Lyman	409	410	Latah	202 *	205
Unincorporated	315,614	323,996	Mount Vernon	26,232	26,460	Medical Lake	3,758	3,820
Incorporated	385,206	389,404	Sedro-Woolley	8,658	8,700	Millwood	1,649	1,650
Auburn (Part)	146	565				Rockford	413	509 *
Bonney Lake	9,687	9,980	<b>Skamania</b>	<b>9,872</b>	<b>9,900</b>	Spangle	240	295 *
Buckley	4,145	4,330	Unincorporated	8,079	8,109	Spokane	195,629	195,700
Carbonado	621	650 *	Incorporated	1,793	1,791	Waverly	129 *	138 *
Du Pont	2,452	2,855	North Bonneville	593	586 +			
Eatonville	2,012	2,040	Stevenson	1,200	1,205	<b>Stevens</b>	<b>40,066</b>	<b>40,300</b>
Edgewood	9,089	9,220				Unincorporated	30,585	30,787
Enumclaw (Part)	0	0	<b>Snohomish</b>	<b>606,024</b>	<b>618,600</b>	Incorporated	9,481	9,513
Fife	4,784	4,820	Unincorporated	291,142	294,088	Chewelah	2,186	2,200
Fircrest	5,868	5,890	Incorporated	314,882	324,512	Colville	4,988	5,010
Gig Harbor	6,465	6,485	Arlington	11,927	12,770	Kettle Falls	1,527	1,550
Lakewood	58,211	58,190	Bothell (part)	13,965	14,160	Marcus	161 *	156 *
Milton (part)	4,981	5,005	Brier	6,383	6,440	Northport	336	312 *
Orting	3,760	4,015	Darrington	1,136	1,307 *	Springdale	283	285
Pacific (part)	154	145	Edmonds	39,544	39,590			
Puyallup	33,014	33,900	Everett	91,488	95,990	<b>Thurston</b>	<b>207,355</b>	<b>210,200</b>
Roy	260	367 *	Gold Bar	2,014	2,035	Unincorporated	114,061	116,300
Ruston	738	740	Granite Falls	2,347	2,540	Incorporated	93,294	93,900
South Prairie	382	430 *	Index	157	160	Bucoda	628	635
Steilacoom	6,049	6,085	Lake Stevens	6,361	6,590	Lacey	31,226	31,600
Sumner	8,504	8,585	Lynnwood	33,847	34,010	Olympia	42,514	42,530
Tacoma	193,556	194,500	Marysville	25,315	26,770	Rainier	1,492	1,485

**Peninsula Neighborhood Association**

P.O. Box 507, Gig Harbor, WA 98335 (206) 858-3400

Mayor Wilbert  
3105 Judson St.  
Gig Harbor, WA 98335

July 12, 2001

**RE: Donkey Creek Restoration**

Dear Mayor Wilbert:

I would like to commend the city for its efforts in attempting to restore Donkey Creek. I was encouraged after attending the Donkey Creek stakeholder meeting a few weeks ago. The presentation focused mainly on specific project site restoration, which is a good start. I believe that the city also needs to consider the entire Donkey Creek corridor in order to have a completely successful restoration project.

Burnham Drive divides the city's jurisdiction on the east and the county's jurisdiction on the west. Consistent environmental planning needs to be applied to the entire corridor, regardless of jurisdiction. As you might already be aware, Pierce County has designated Donkey Creek as an Urban Sensitive Resource area in the Gig Harbor Community plan, which requires Low Impact Development (LID) standards within the stream corridor.

Given that Gig Harbor North area includes many wetlands and streams, I hope that the city will protect Donkey Creek from negative environmental impacts. Areas that are subjected to development should be required to utilize LID standards. For example, the city of Olympia identified Green Cove as its most intact watershed and made LID mandatory throughout the entire watershed to protect its natural resources. I hope that the city will follow the county's lead and the City of Olympia's lead to protect Donkey Creek.

I would be happy to assist the city in defining LID standards for this project. Please call me at 253.858.3400 if you have any questions. Thank you for your consideration in this matter.

Sincerely,

Marian Berejikian

cc: City council members  
John Vodopich





1076 Franklin St. SE  
Olympia, WA 98501-1346

Phone: 360-753-4137  
Toll Free: 1-800-562-8981  
Fax: 360-586-7550

Website: [www.awcnet.org](http://www.awcnet.org)

RECEIVED

AUG - 7 2001

CITY OF GIG HARBOR

August 1, 2001

Mayor Gretchen Wilbert  
City of Gig Harbor  
3105 Judson St  
Gig Harbor, WA 98335

Dear Mayor *Gretchen Wilbert* and Councilmembers:

As your representative on the AWC Board of Directors, I would like to take just a minute of your time to update you on various city activities. I hope you find this helpful.

**AWC's 2001 Conference**

AWC's 2001 Conference was recently held in Bellevue. We assembled an excellent array of educational workshops with quality speakers. If you did attend the conference, please take a minute to complete the evaluation form recently sent to you. We do rely upon these evaluations to assist us in planning future conferences. If you were unable to attend the conference, please note the 2002 conference will be held June 17-21 in Yakima. I urge you to attend next year. These conferences are an excellent opportunity to learn and grow and share ideas. They make all of us better public servants.

**Initiative 747**

The Secretary of State's office has recently certified Initiative 747 regarding property taxes. The Initiative will be placed before the voters this coming November. The AWC Board of Directors has taken a position in opposition to the Initiative. We did so given the fiscal impact of the Initiative and past initiatives, uncertainties regarding future state assistance for MVET replacement funding, and a decline in economic growth especially in rural Eastern Washington. AWC has previously mailed you a fact sheet outlining the impacts of I-747. We also mailed you guidelines for your activities associated with the Initiative. We encourage you to review these guidelines if you are considering taking action on I-747. We will continue to update you on the impacts of the Initiative as more information becomes available. Please feel free to contact Ron Rosenbloom or Sheila Gall of the AWC staff if you have any questions regarding I-747.

**National Fire Protection Association Standard**

The membership of the National Fire Protection Association (NFPA) voted in May to recommend approval of proposed standard 1710 regarding staffing level and response times. This standard would require a minimum of four person staffing of fire companies and response times of no more than four minutes for initial response and eight minutes for full alarm response, 90% of the time. The AWC Board of Directors has joined the National League of Cities, the US Conference of Mayors, the National Association of Counties,



and the National Conference of State Legislators in opposing this standard. AWC believes it is crucial that local elected officials and fire chiefs retain our ability to manage our fire departments, without the constraint of a "one-size fits all" standard set by non-elected officials.

We joined 43 other state municipal leagues and the aforementioned national organizations in appealing this proposed standard. Although the initial appeal did not result in our desired outcome, which is a complete rework of the standard with input from our representatives. We are likely to pursue additional appeals. We encourage your city to take similar action. We have sent you various memos outlining the impact of the proposed standard and potential city responses. Please contact Carol Greene of the AWC staff if you need additional copies of this information. Again, this is a matter of local control.

#### **City Fiscal Task Force**

In response to the aforementioned issues and a host of others, AWC has formed a City Fiscal Task Force. We will be working with the Washington City/County Management Association and others to review the overall affair of city finances. This will be a multi-year effort as we attempt to develop solutions for growing city fiscal concerns. We will keep you informed.

#### **AWC Regional Roundtables**

AWC will host 15 regional roundtables throughout the state beginning October 2 in Spokane and concluding November 15 in Aberdeen. The primary purpose of these roundtables will be to discuss the issues of greatest importance to city officials. As your Board representative, I will be attending our local regional roundtable in order to hear your concerns and ensure the Association is targeting our services to meet your needs. Information regarding the location and timing of our specific roundtable will be mailed to city hall soon. Please make every attempt to attend the regional roundtable.

Thanks for your time. I hope you find the above information helpful. As always, please feel free to contact me at (253) 589-2489, Lakewood City Hall, or the AWC staff at (360) 753-4137 or toll free 1-800-562-8981 if you have any questions regarding AWC's activities or positions on various issues.

Sincerely,



Bill Harrison  
Mayor, City of Lakewood  
AWC Board Member - District #6

*You have a new resident - c  
friend of mine - Brigadier's  
Buzz Curry - recently retired*

*B*

BH/JJ:jb

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS*, agriculture is one of the cornerstones of the Washington State economy; and

*WHEREAS*, Washington's growers make an essential contribution to our local communities and to the well-being of our citizens; and

*WHEREAS*, Washington's farmers markets are dedicated to supporting Washington's family farms and to providing opportunities for Washington's citizens to meet local producers and gain access to the bounty of Washington-grown products in all their diversity, fresh from the family farm; and

*WHEREAS*, the congenial atmosphere of farmers markets appeals to citizens of all ages and ethnic backgrounds, creates a positive social experience and provides nutritional and economic benefits;

*NOW THEREFORE*, I, Gretchen Wilbert, Mayor, do hereby proclaim August 11 through 18, 2001 as

*The "Farmers Market Week" City*

in Gig Harbor, Washington, and I urge all citizens to join me in recognizing the many benefits of our local farmers markets.

---

Gretchen A. Wilbert, Mayor

---

Date



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: EAST-WEST ROADWAY PROJECT, CSP 9801**  
**- CHANGE ORDER NO. 3**  
**DATE: AUGUST 13, 2001**

*DFG*

### INTRODUCTION/BACKGROUND

On May 22, 2000 the Council awarded the subject Contract to Tucci & Son's in the amount of \$2,157,163.50. Change Order 1, approved by the council on August 14, 2000, in the amount of \$249,657.16, which revised the contract amount to \$2,406,820.66. Change Order 2, approved by the council on February 26, 2001, in the amount of \$239,956.78, revised the contract amount to \$2,646,777.44.

This project is funded through three sources:

- 1) Pierce County - \$1,000,000
- 2) City of Gig Harbor - \$850,000
- 3) LID - \$1,650,000

Total project funding = \$3,500,000

This Change Order No. 3, in the amount of \$ 117,361.11 will provide for the installation of a planter strip irrigation system along Borgen Boulevard between Canterwood Boulevard and Peacock Hill Avenue resulting in a revised contract amount of \$2,764,138.55.

This change order is at the request of the City for the Contractor (Tucci & Son's) to furnish and install the irrigation system. An irrigation system is essential to ensure the proper watering and continued growth of the landscaped and tree lined planter strip.

Council approval is requested to execute Change Order No. 3 as outlined above.

### POLICY/FISCAL CONSIDERATIONS

This change order will provide for the installation of the irrigation system along Borgen Boulevard. This change order will increase the contract amount by \$117,361.11 for a revised contract total of \$2,764,138.55.

### RECOMMENDATION

I recommend Council authorize execution of Change Order No. 3 for the East-West Roadway Project in the amount of \$117,361.11.

CITY OF GIG HARBOR  
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 1</u> Date <u>8/13/01</u>	<h2 style="margin: 0;">CHANGE ORDER</h2>	Change Order Number <u>3</u>
<input checked="" type="checkbox"/> <b>ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS.</b> <input type="checkbox"/> <b>CHANGE PROPOSED BY CONTRACTOR.</b> <input type="checkbox"/> <b>OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.</b>	<u>East-West Roadway Project</u> CONTRACT NO.: _____ CITY PROJECT NO.: <u>CSP - 9801</u>	
ENDORSED BY: <u>Tucci and Sons, Inc.</u> <small style="text-align: center;">COMPANY NAME</small> <hr/> SIGNATURE <span style="float: right;">DATE</span> TITLE: _____	TO: <u>Tucci and Sons, Inc.</u> <u>4224 Waller Road</u> <u>Tacoma, Washington 98443-1623</u>	
Consent Given by Surety (When required): BY: _____ <small style="text-align: center;">ATTORNEY IN-FACT <span style="float: right;">DATE</span></small>		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

This Change Order provides for the furnishing all tools, labor, equipment, materials, for the installation of a fully operational and complete planter strip irrigation system along Borgen Boulevard between Canterwood Boulevard and Peacock Hill Avenue, as generally depicted in the City correspondence dated May 16, 2001. The total cost of this Change Order is \$117,361.11 and a thirty two (32) working day time extension will be granted upon execution of this Change Order.

This Change Order will be full compensation to the contractor for the cost of all labor, tools, equipment, and materials necessary or incidental to providing a complete and operational irrigation system. The City of Gig Harbor will be responsible for supplying electrical service, meter pedestal, controller cabinet, and all required permits.

ALL WORK, MATERIALS, AND MEASUREMENTS SHALL OTHERWISE BE IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AS APPLICABLE.

ORIGINAL CONTRACT AMOUNT	CURRENT CONTRACT AMOUNT	NET CHANGE THIS ORDER	CONTRACT TOTAL AFTER CHANGE
\$ <u>2,157,163.50</u>	\$ <u>2,646,777.44</u>	\$ <u>117,361.11</u>	\$ <u>2,764,138.55</u>
<input type="checkbox"/> APPROVAL RECOMMENDED: <input type="checkbox"/> APPROVED:			
_____ PUBLIC WORKS DIRECTOR <span style="float: right;">DATE</span>			
<input type="checkbox"/> APPROVED: _____ <small style="text-align: center;">MAYOR <span style="float: right;">DATE</span></small>			

Note: Amounts include applicable Washington State Sales Tax. Final payment amount will vary from contract amount, and will be as set forth in the Final Progress Estimate and Reconciliation of Quantities.



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: STREET PAVEMENT MARKING - CONTRACT AWARD**  
**DATE: JULY 30, 2001**

*DRS*

#### INTRODUCTION/BACKGROUND

The 2001 budget provides for pavement marking to the City's arterial streets. Potential contractors were contacted in accordance with the City's Small Works Roster Process (Resolution No. 411). Three contractors responded with the following price quotation proposals:

Road Runner Striping, Inc.	\$ 12,242.16
Stripe Rite, Inc.	\$ 17,723.43
Apply-A-Line, Inc.	\$ 18,624.78

As the apparent low bidder, Road Runner Striping, Inc. was investigated for past performance and their ability to perform the work per the City's standards. The investigation determined that Road Runner Striping, Inc. has no municipal striping experience equivalent to the City's level of striping needs nor do they have adequate machinery to satisfactorily perform the City's large amount of roadway striping.

Based on the price quotation proposals received, and the recommendation to reject the bid of Road Runner Striping, Inc., the apparent second lowest price quotation received was from Stripe Rite, Inc. in the amount of seventeen thousand seven hundred twenty-three dollars and forty-three cents (\$17,723.43).

This memorandum requests Council authorization to award and execute the contract for the work. It is anticipated that the work will be completed within four weeks after contract award, weather permitting.

#### FISCAL CONSIDERATIONS

Funds have been budgeted for this work and are available for this work in the 2001 Street Fund.

#### RECOMMENDATION

I recommend the Council authorize award and execution of the contract for Pavement Markings on City Streets 2001 to Stripe Rite, Inc., as the lowest responsible respondent, for their price quotation proposal amount of seventeen thousand seven hundred twenty-three dollars and forty-three cents (\$17,723.43).



*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 – SURVEY FOR**  
**56<sup>TH</sup> STREET/ OLYMPIC DRIVE IMPROVEMENT PROJECT**  
**DATE: AUGUST 6, 2001**

#### **INTRODUCTION/BACKGROUND**

Budgeted objectives for 2001 include preliminary design of the Olympic Drive / 56<sup>th</sup> Street Improvement project. Survey work has been completed establishing right-of-way, topographic and other pertinent information. The necessary information has been obtained to move into the preliminary design of the roadway improvement.

David Evans and Associates, Inc. (DEA) was contracted to perform the survey work for this project based on their understanding of the project, past experience with the City of Gig Harbor, familiarity with the area, and extensive municipal roadway design experience. Based on these criteria DEA has been selected to perform Phase 1 of the preliminary roadway design.

The Phase 1 scope of work includes the preparation of a design report that describes the existing conditions and the parameters that will dictate the design, a traffic study/report, a wetlands analysis report, and a geotechnical report.

#### **POLICY CONSIDERATIONS**

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

#### **FISCAL CONSIDERATIONS**

This project was identified in the Street Capital Fund of the 2001 Annual Budget. Funds are available for this work.

#### **RECOMMENDATION**

Staff recommends that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for Phase 1 - preliminary design work in the amount not to exceed thirty-two thousand seven hundred ninety-nine dollars and twenty cents (\$32,799.20).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the 56<sup>th</sup> Street / Olympic Drive Improvement Project, CSP-0133, 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 August 2, 2001, 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 Thirty-two thousand seven hundred ninety-nine dollars and twenty cents (\$32,799.20) 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**

Randy A. Anderson, P.E.  
David Evans and Associates, Inc.  
3700 Pacific Highway East, Suite 311  
Tacoma, Washington 98424  
(253) 922-9780

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

CITY OF GIG HARBOR

By:   
Its Principal

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

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

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 \_\_\_\_\_ )

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

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

\_\_\_\_\_

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

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

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

# CITY OF GIG HARBOR

## EXHIBIT A

### SCOPE OF WORK

**56<sup>TH</sup> STREET NW/OLYMPIC DRIVE NW**

**from**

**38<sup>TH</sup> STREET NW**

**to**

**50<sup>TH</sup> STREET COURT NW**

### PHASE 1

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City). Exhibit A describes the Scope of Work that will be performed by DEA for Phase 1 of this project. Additional phases of work discussed below will follow as budget is available to the City.

The complete project will involve the widening and improvement of approximately 3,600 lineal feet of 56<sup>th</sup> Street NW/Olympic Drive NW. Design work will also be done for the intersections of 38<sup>th</sup> Street NW and 56<sup>th</sup> Street NW, 56<sup>th</sup> Street NW and Olympic Drive NW, and Olympic Drive NW and 50<sup>th</sup> Street Court NW.

The following is a synopsis of the entire project design parameters or criteria. The project will be designed using the American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, and City of Gig Harbor standards as guidelines for the development of the project. The design speed for the project will be 35 MPH. The roadway section that will be used for the design of this project is attached as Attachment A to this exhibit.

Additional phases of work to be performed at a later date include the following:

Traffic signal systems will be designed for the 56<sup>th</sup> Street NW/Olympic Drive NW and Olympic Drive NW/50<sup>th</sup> Street Court NW intersections and the existing signal system at 38<sup>th</sup> Street NW/56<sup>th</sup> Street NW intersection will be improved. The signals will be traffic activated and will also provide for pedestrian activation. The three signals will be interconnected to each other and to the existing signal system at Point Fosdick Drive NW.

A storm drainage system will be designed for the project that will address both water quantity and water quality issues. On-site detention facilities and bioswales or other approved filter systems will be used to address water quality issues. Design criteria for the storm drainage system will comply with City of Gig Harbor development regulations.



A retaining wall(s) system will be designed or a proprietary wall design system will be provided where necessary to avoid extensive right-of-way acquisition or impacts issues.

Landau Associates Inc. will be retained to provide a soils report for the project. Design information will include stability and design criteria for the tentative retaining walls that will be needed for the project, pavement design, and signal pole foundation design criteria.

Utilities coordination work will be provided. Applicable utilities in the corridor will be notified of the project and their relocation work, if necessary, included in the project's overall schedule and construction process.

A wetland analysis report will be prepared for the project.

A landscaping plan and the design for an irrigation system will be provided in the planter strips, drainage basins, and other areas of the project.

An illumination design will also be provided for the project.

Project specifications and special provisions and an engineer's cost estimate will be developed for the project. The Washington State Department of Transportation (WSDOT) Standard Specifications for Road, Bridge, and Municipal Construction 2000 and WSDOT Standard Plans will be used for the project.

The engineering work will provide construction plans that can be used as a basis for contract bid documents for the improvement of this road.

The Phase 1 work tasks and the specific work to be accomplished in each task of the project follows:

### **TASK 1 - PROJECT MANAGEMENT**

For this project task, DEA will:

- Attend two meetings with the City for the project. This would likely be a meeting at the 90 % completion stage of the traffic report for the project and at the 90% completion stage of the design report for the project.
- Provide bi-weekly updates to the City on the status of the work being done. The update shall identify tasks that must be performed by the Consultant and by the City over the following two-week period to keep the project on schedule.
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. If requested by the City, the invoices will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included herein.
- Provide internal QA/QC review throughout the design process.

## **TASK 2 - PUBLIC PARTICIPATION AND/OR MEETINGS**

Work on this task will only be done at the direction of the City and will be performed on a time and expense basis. This task can range from individual meetings with property owners to arranging and holding a public meeting for the project. If so requested by the City, DEA can:

- Meet with private property owners regarding project details and impacts of project to their property.
- Respond to public inquires about the project and project design features.
- Prepare and/or participate in public meeting(s) for the project design work if requested by the City.

## **TASK 3 – DESIGN REPORT**

For this project task, DEA will:

- Prepare a design report for the project and submit it to the Public Works Director for review and approval.
- Document existing road and storm drainage conditions.
- Develop geometric design parameters for the project including new proposed curb, gutter and sidewalk design criteria, channelization and signal design criteria, identify retaining wall issues, identify utility relocation issues, provide driveway design criteria, and develop storm drainage design criteria.
- Develop drainage design parameters for the project.
- Develop roadway sections for the project with anticipated project stationing.
- Research permits needed for the project and determine what information is needed to make permit applications and assist the City with the permitting process.
- Research utility involvement and how they will be impacted by the project.

## **TASK 5 – TRAFFIC STUDY/REPORT**

For this task, DEA will:

- Perform a traffic study and prepare a traffic report for the project. This will provide a basis of design for the channelization requirements at the three intersections and give the expected level of service of the intersections at the year of opening and the design year. This includes storage lengths needed for right and left turning movements, taper lengths, and improvements to other legs of the intersection. The study will also recommend access improvements and consolidation and provide the basis of design for the project's median lane and the location of left turn pockets, two-way left turns pockets, and a planted median barrier. The need and location of additional widening for transit facilities will be included in this work. The location of ADA facilities will also be included in this study as well as a signal warrant analysis for the intersections of Olympic Drive NW and 50<sup>th</sup> Street Court NW and 56<sup>th</sup> Street NW and Olympic Drive NW.

## **TASK 11---WETLANDS ANALYSIS REPORT**

For this work task, DEA will:

- Prepare a wetland analysis report presenting DEA's findings and investigation. The report will include a characterization of site conditions, a detailed description of on-site wetlands, a functional assessment based on Reppert et al. (1979), a wetlands classification and rating, buffer requirements and other regulatory implications' wetland survey map, and wetland field data forms. The report will be suitable for submittal to the Corps of Engineers and other regulatory agencies for review and approval.

### **ADDITIONAL SCOPE OF WORK OPTIONS**

DEA has the in-house expertise and will be available to complete the remaining phases of work and perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, environmental and permitting work, preparation of easements or other legal descriptions and documents, public involvement, and construction surveying support.

### **SUBCONSULTANT SERVICES**

For later phases of the project, DEA will retain Landau Associates, Inc. to provide geotechnical information for the project. This will include pavement design parameters and design parameters for retaining wall structures that may be needed for the project and footing design information for signal poles and luminaires. DEA will provide the City with a copy of the finalized geotechnical report for the project. Landau's Scope of Work and fee schedule is attached as Appendix B to this exhibit.

### **EXCLUSIONS**

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

1. Right-of-Way Plans – Right-of-way plans, developing legal descriptions, easements, or similar work is not included in this phase of the project.
2. Data or information such as noise studies, air pollution data, or similar information is not included in this Scope of Work. DEA will provide this type of information if so requested by the City on a time and expense basis.
3. Attendance at public meetings or hearings. DEA is available to do this on a Time and Expense basis.
4. Negotiations with other agencies such as Pierce County for the design and development of work within their corporate boundaries.

### **SERVICES PROVIDED BY THE CITY**

The City will:

- Obtain permission to access onto adjoining private properties.
- Provide all available as-built utility plans, road and storm drainage plans, or other

engineering plans to DEA.

- Provide all available maps, plans, deeds, and other documents not available from other sources to DEA.
- Provide current design standards and criteria in published form and in electronic format if needed by DEA.
- Provide current storm drainage standards and criteria in published form and in electronic format if needed by DEA.
- Provide DEA with applicable utility permit and franchise information as needed to facilitate this project.
- Provide DEA with a copy of their standard specifications, special provisions, bid sheet, and engineer's estimate of a recent previous project in electronic format.
- Provide DEA with all needed traffic count and accident record information needed to complete a traffic study for the project including peak hour and 24 hour traffic counts.
- Handle all transactions and communications with Pierce County.
- Negotiate with the applicable power company for power for the project's signal system and illumination system.

#### **REIMBURSABLES**

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project.
- Fees for reprographics, postage, and express mailing.
- Mileage

#### **PROJECT COMPLETION**

DEA is available to begin work on project and will deliver all Phase 1 work items at the 90% completion stage to the City 60 working days after receipt of a written notice to proceed from the City. After review by the City DEA will deliver the completed project to the City within an additional 10 working days.

GIGHARBOR56-1a

CITY OF GIG HARBOR  
56TH STREET NW/OLYMPIC DRIVE NW  
EXHIBIT B  
SCHEDULE OF RATES AND ESTIMATED HOURS

PHASE 1

	Project In Charge	Senior Engineer	Project Engineer	Civil Designer	CAD Technician	Wetlands Biologist	Traffic Designer	Sr. Traffic Engineer	Landscape Manager	Landscape Designer	Accounting Manager	Administration	Task Costs	Task Sum And Expenses
DAVID EVANS AND ASSOCIATES, INC 3709 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA, 98424	Pete Gonzalez	Randy Anderson	Dan Berstrom	Gordon Nelson	Rob Jefferson	Mary Lynch	Pam Zilus	Joe Prychodzen	Dan Scambrinis	Eric Williams	Renee Koehn	Mike Spier		
<b>TASK 1—PROJECT MANAGEMENT</b>														
Attend Two Meetings		4												
Status Updates		4												
Prepare and Submit Invoices		3												
Project Management and Engineering Supervision		9												
QA/QC	2	4												
<b>Total</b>	<b>2</b>	<b>20</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>4</b>	<b>\$ 3,340.00</b>	<b>\$ 3,340.00</b>
<b>TASK 2—PUBLIC NOTIFICATION</b>														
Meet with Private Property Owners Regarding Project Details														
Respond to Public Inquiries Regarding Project	0													
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 3—DESIGN REPORT</b>														
Prepare Design Report and QA/QC	2	8	8	6	2									
Document Existing Conditions	0	4	4	6	2									
Develop Geometric Design Parameters for Project	0	8	18	16	4									
Develop Drainage Design Parameters for Project	2	8	16	16	4									
Develop Retention Sections for Project W/Storming	0	8	10	16	8									
Research Permits Needed for Project and Required Information	2	0	5	5	10									
Research Utilities Involvement with the Project	1	4	6	4	12									
<b>Total</b>	<b>7</b>	<b>44</b>	<b>66</b>	<b>70</b>	<b>42</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$ 19,256.70</b>	<b>\$ 19,256.70</b>
<b>TASK 4—ROADWAY DESIGN—GENERAL CRITERIA</b>														
Develop Cover Sheet, Index, Vicinity and Location Map														
Develop Detailed Roadway Sections with Stationing														
Develop Grading Details and Cross Sections														
Develop Roadway Alignment														
Develop Roadway Profiles and Catch Point Issues														
Develop Plan for 36th St NW/56th St NW Intersection														
Develop Plan for 56th St NW/Olympic Drive NW Intersection														
Develop Plan for Olympic Drive NW/56th St NW Intersection														
Develop Plan/Profile for Driveway and Private Roads														
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 5—TRAFFIC STUDY/REPORT</b>														
Perform Traffic Study/Prepare Traffic Report	1	4												
Develop Channelization Plans							60	16						
Develop Signalization Plans														
Develop Illumination Plan														
Develop Signing Plan														
<b>Total</b>	<b>1</b>	<b>4</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$ 7,170.00</b>	<b>\$ 7,170.00</b>
<b>TASK 6—UTILITIES COORDINATION</b>														
Send Utilities Preliminary Design and Letter Report	0													
Meet with Utilities to Discuss Project	0													
Develop Project Schedule for Utilities	0													
Obtain Utility Information and include on Project Plans	0													
Coordinate Utility Relocation Work with Project Design Work	0													
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 7—STORM DRAINAGE DESIGN</b>														
Prepare Comprehensive Storm Drainage Report														
Develop Storm Drainage System for Project														
Develop Storm Drainage Details for Project														
Develop Water Quality Control Plan for Project & QA/QC														
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 8—TESC PLAN</b>														
Develop Erosion and Sedimentation Control Plan for Project														
Develop TESC Details for Project														
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 9—RETAINING WALL DESIGN</b>														
Design Retaining Walls for Project (E&I if Required)	0													
Develop Retaining Walls Details for Project	0													
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 10—PROJECT SPECIFICATIONS/ESTIMATE</b>														
Develop General Project Specifications	0													
Develop General Special Provisions	0													
Develop Estimate at 80% Plan Stage	0													
Develop Estimate at 90% Plan Stage	0													
Develop Estimate at 100% Plan Stage	0													
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>TASK 11—WETLANDS ANALYSIS REPORT</b>														
Prepare Wetland Analysis Report & QA/QC		4	2	2	4	14								
Prepare Wetland Mitigation Report—T&E Basis	0													
Locate Wetland Mitigation Sites—T&E Basis	0													
<b>Total</b>	<b>0</b>	<b>4</b>	<b>2</b>	<b>2</b>	<b>4</b>	<b>14</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4</b>	<b>\$ 2,632.50</b>	<b>\$ 2,632.50</b>
<b>TASK 12—LANDSCAPE PLAN</b>														
Site Review, Dev. Base Maps, Review Site														
Develop Irrigation Plan														
Periodic Reviews w/City and Revise Plan as Necessary														
Develop Landscape Plan														
Develop Landscape Details														
Develop Irrigation Plan														
Prepare Cost Estimate														
Prepare Project Specifications														
QA/QC														
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>\$</b>	<b>\$</b>
<b>Total Hours</b>	<b>10</b>	<b>76</b>	<b>66</b>	<b>72</b>	<b>46</b>	<b>14</b>	<b>60</b>	<b>16</b>	<b>0</b>	<b>0</b>	<b>2</b>	<b>20</b>		
<b>Rate</b>	<b>\$ 130.00</b>	<b>\$ 120.00</b>	<b>\$ 82.15</b>	<b>\$ 71.30</b>	<b>\$ 58.90</b>	<b>\$ 95.00</b>	<b>\$ 74.40</b>	<b>\$ 108.50</b>	<b>\$ 105.00</b>	<b>\$ 85.00</b>	<b>\$ 70.00</b>	<b>\$ 45.00</b>		
<b>Direct Labor</b>	<b>1,300.00</b>	<b>9,000.00</b>	<b>\$ 5,586.20</b>	<b>6,133.60</b>	<b>2,709.40</b>	<b>1,330.00</b>	<b>4,464.00</b>	<b>1,736.00</b>		<b>140.00</b>	<b>900.00</b>		<b>32,256.20</b>	<b>\$ 32,256.20</b>
<b>SUBCONSULTANT SERVICES</b>														
Geotechnical Engineering Services @ 10%														
<b>EXPENSES</b>														
Reproduction Postage, Express Delivery														\$ 500.00
Mileage at \$ 31 per mile														
<b>TOTAL PROJECT COST</b>														<b>32,756.20</b>



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD  
License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
(360) 664-1600

RECEIVED

JUL 25 2001

DATE: 7/20/01

TO: CITY OF GIG HARBOR  
RE: NEW APPLICATION

CITY OF GIG HARBOR

UBI: 409-023-489-001-0138

License: 083474 - 1J County: 27  
Tradename: ALBERTSON'S #406  
Loc Addr: 1133 NW 51ST AVE  
GIG HARBOR WA 98332

APPLICANTS:

ALBERTSON'S, INC.

REULING, MICHAEL FREDERICK  
1946-05-11 350-36-7553

O RIORDAN, KAYE L  
1949-09-28 527-86-7682

BOYD, JOHN FRANCIS  
1952-02-13 519-56-2037

Mail Addr: ATTN: LICENSE DEPT  
PO BOX 20  
BOISE ID 98332-0020  
Phone No.: 208) 395-6548 MACHALLA KIRBY

Privileges Applied For:  
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within 20 DAYS from the date above, it will be assumed that you have no objection to the issuance of the license. If additional time is required you must submit a written request for an extension of up to 20 days. An extension of more than 20 days will be approved only under extraordinary circumstances.

- |  |                          |                          |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....   | YES                      | NO                       |
| 2. Do you approve of location ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? ..... | <input type="checkbox"/> | <input type="checkbox"/> |

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 8/03/01

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20011031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE GIG HARBOR YACHT CLUB	THE GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE

RECEIVED

AUG - 7 2001

CITY OF GIG HARBOR



*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: SECOND READING OF AN ORDINANCE AMENDING SECTION**  
**19.02.002 OF THE GIG HARBOR MUNICIPAL CODE**  
**DATE: AUGUST 13, 2001**

**INFORMATION/BACKGROUND**

The City currently requires that an applicant provide a water availability certificate in order to make a project permit application complete and has adopted a procedure for the determination of water concurrency. The procedures for determining water concurrency require that an applicant obtain a Notice of Complete Application from the Planning Department in order for the concurrency application to be processed. In order to correct an inconsistency in the procedure, it is necessary to make amendments to Section 19.02.002 of the Gig Harbor Municipal Code so that the Planning Department may determine an application complete and the Public Works Department may process a concurrency determination request after the application has been determined complete. The first reading of this Ordinance was held on July 23, 2001.

**POLICY ISSUES**

This proposed amendment to the Code would correct an inconsistency within the procedures by which a project permit application is deemed to be complete.

**FISCAL IMPACT**

None

**RECOMMENDATION**

I recommend the adoption of this Ordinance by Council.



ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
RELATING TO PROJECT PERMIT PROCESSING,  
AMENDING THE ELEMENTS OF A COMPLETE  
PROJECT PERMIT APPLICATION TO INCLUDE A COPY  
OF THE REQUEST FOR A WATER CONCURRENCY  
DETERMINATION TO THE CITY PUBLIC WORKS  
DIRECTOR, AMENDING SECTION 19.02.002 OF THE GIG  
HARBOR MUNICIPAL CODE.**

---

WHEREAS, the City currently requires that an applicant provide a water availability certificate in order to make a project permit application complete (GHMC Section 19.02.002); and

WHEREAS, the City has adopted a procedure for the determination of water concurrency, and an affirmative determination must be made before a project permit application may be approved by the City; and

WHEREAS, the City's procedures for determining water concurrency require that an applicant obtain a Notice of Complete Application from the Planning Department in order for the concurrency application to be processed; and

WHEREAS, the City desires to make the two procedures consistent, so that the Planning Department may determine an application complete and the Public Works Department may process a concurrency determination request after the application has been determined complete; Now, therefore,

**THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. Section 19.02.002 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.02.002 Project permit application.**

Applications for project permits shall be submitted on forms provided by the Director. An application shall consist of all materials required by the applicable development regulations, and shall include the following general information:

- A. A completed project permit application form;
- B. A verified statement by the applicant that the property affected by the application is in the exclusive ownership of the applicant, or that the applicant has submitted the application with the consent of all owners of the affected property;
- C. A property and/or legal description of the site for all applications, as required by the applicable development regulations;
- D. The applicable fee;
- E. Evidence of adequate water supply as required by RCW 19.27.097 or a copy of an application for a City of Gig Harbor Water Concurrency Determination, submitted to the City Public Works Director; and
- F. Evidence of sewer availability.

Section 2. Severability. 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. Effective Date. This ordinance shall be effective five (5) days after publication.

APPROVED:

---

Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

---

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

---

CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK: 7/18/01  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

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

On \_\_\_\_\_, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
RELATING TO PROJECT PERMIT PROCESSING,  
AMENDING THE ELEMENTS OF A COMPLETE  
PROJECT PERMIT APPLICATION TO INCLUDE A COPY  
OF THE REQUEST FOR A WATER CONCURRENCY  
DETERMINATION TO THE CITY PUBLIC WORKS  
DIRECTOR, AMENDING SECTION 19.02.002 OF THE GIG  
HARBOR MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2001.

BY: \_\_\_\_\_  
Molly M. 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: SECOND READING OF AN ORDINANCE AMENDING SECTION**  
**19.06.003 OF THE GIG HARBOR MUNICIPAL CODE**  
**DATE: AUGUST 13, 2001**

**INFORMATION/BACKGROUND**

The Gig Harbor Municipal Code currently provides an appeal of decisions of a Hearing Body or Decision maker to "parties of record". The Gig Harbor City Council is a "party of record" in every permit decision. In order to ensure that there is no confusion in the future regarding the City Council's right to appeal such decisions, it is necessary to amend the Code to specifically identify the Gig Harbor City Council as a "party of record". The first reading of this Ordinance was held on July 23, 2001.

**POLICY ISSUES**

None

**FISCAL IMPACT**

None

**RECOMMENDATION**

I recommend the adoption of this Ordinance by Council.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
RELATING TO PROJECT PERMIT PROCESSING,  
AMENDING THE PROCEDURE FOR APPEALS TO CLARIFY  
THE STATUS OF THE CITY COUNCIL AS A PARTY WITH  
STANDING TO APPEAL A DECISION OF THE HEARING  
BODY OR DECISIONMAKER; AMENDING SECTION  
19.06.003 OF THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, the Gig Harbor Municipal Code currently provides an appeal of decisions of a Hearing Body or Decisionmaker to “parties of record” (GHMC Section 19.06.003); and

WHEREAS, the Gig Harbor City Council is a “party of record” in every permit decision, but to ensure that there is no confusion in the future regarding the City Council’s right to appeal such decisions, the Council desires to amend the Code to specifically identify itself as a “party of record;” Now, therefore,

**THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. Section 19.06.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.06.003 Standing to initiate an administrative appeal.**

A. Limited to parties of record. Only parties of record may file an administrative appeal.

B. Definition. The term “parties of record” for the purposes of this chapter, shall mean:

1. The applicant;
2. Any person who testified at the open record public hearing on the application; and/or
3. Any person who submitted written comments concerning the application at the open record public hearing (excluding persons who have only signed petitions or mechanically produced form letters); and/or
4. The Gig Harbor City Council.

Section 2. Severability. 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. Effective Date. This ordinance shall be effective five (5) days after publication.

APPROVED:

---

Gretchen Wilbert, Mayor

ATTEST/AUTHENTICATED:

---

MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

---

CAROL A. MORRIS, CITY ATTORNEY

FILED WITH THE CITY CLERK: 7/18/01

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO.

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

On \_\_\_\_\_, 2001, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO PROJECT PERMIT PROCESSING, AMENDING THE PROCEDURE FOR APPEALS TO CLARIFY THE STATUS OF THE CITY COUNCIL AS A PARTY WITH STANDING TO APPEAL A DECISION OF THE HEARING BODY OR DECISIONMAKER; AMENDING SECTION 19.06.003 OF THE GIG HARBOR MUNICIPAL CODE.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2001.

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



JUG - 000  
PLANNING

**Expanded Technical Assistance Program Proposal**  
**Pierce Conservation District**  
**July 31, 2001**

Numerous environmental challenges face Pierce County. The Endangered Species Act listing of salmon in Puget Sound has placed local land use and infrastructure under federal scrutiny. The Washington State Department of Ecology has stepped up inspection and environmental regulation of local dairy farms. South Puget Sound shellfish beds have been polluted by contaminants from local land uses, leading to restrictions and closures.

Increasing attention is being paid to the environmental consequences of human habitation around the Puget Sound. Yet, *regulation is not the only way to prevent environmental damage*. Cooperative work with landowners and public education is as important as regulation when dealing with such problems as ESA, dairy regulation, and contaminated shellfish beds. Conservation Districts are often leaders and partners in local cooperative efforts, and the Pierce Conservation District is no exception.

The State Legislature recognizes the value of Conservation Districts in helping landowners correct environmental problems, through non-regulatory cooperative assistance. Provision has been made under state law to finance the activities of Conservation Districts, without placing undue burden on individual property owners. RCW 89.08.400 allows conservation districts to place special assessments upon properties within their boundaries, after approval by the county council. The cost to individual property owners is insignificant. For most, an annual assessment of \$5.00 per parcel will be added to their annual property tax bill.

*A substantial need exists for such an assessment within Pierce County, both to conserve renewable natural resources and to enhance Pierce County's response to the Endangered Species Act listing of salmon.* After due consideration and consultation, the Board of Supervisors of the Pierce Conservation District has decided to present a proposed system of assessments and budget, as well as public comment on the proposal, to the Pierce County Council on or before August 1, 2001.

This proposal is a component of the Pierce Conservation District's 2002 Assessment Proposal to the Pierce County Council, in accordance with Chapter 89.08.400 RCW. It represents the District's desire to offer an increased level of service to Pierce County residents to address documented needs. For further information about the Pierce Conservation District, its mission and programs, or this proposal, please contact:

Monty Mahan, Manager  
Pierce Conservation District  
1011 East Main, #106  
Puyallup, WA 98372

## BACKGROUND

The Pierce Conservation District was formed in 1949, to conduct research, education, and to build projects that conserve renewable natural resources. This work is conducted through a direct, voluntary working relationship with private landowners. Since its formation, the District has operated a commercial farm assistance program. Other programs such as Small (or hobby) Farm Assistance, Stream Team and Urban Conservation, and Salmon Recovery have been added progressively, at the request of landowners and other agencies.

*The unstable nature of grant funding has hurt District programs, especially in recent years*

The District receives hundreds of landowner and agency requests for assistance annually, and these requests lead to many voluntary conservation practices. *Many more requests go unanswered however, due to the lack of stable District funding.*

The Pierce Conservation District is a vital partner in watershed-based salmon recovery efforts. Staff and Board members from the District have played important roles with the Puyallup River Watershed Council, the Nisqually River Council, The Chambers-Clover Creek Watershed Committee, the Key Peninsula- Gig Harbor- Islands, (KGI) Watershed Interim Council. State law allows the District to give technical and financial assistance to watershed planning efforts, and to design and construct projects that improve water quality and preserve and restore habitat for fish and wildlife. Unlike most other agencies, the District may do this work on private property.

All of unincorporated Pierce County lies within the boundaries of the District. Also, the cities of DuPont, Edgewood, Fife, Lakewood, Puyallup, South Prairie, Steilacoom, Sumner, Tacoma, and University Place, and those portions of Auburn and Pacific within Pierce County are within District boundaries. Lastly, those portions of the cities of Bonney Lake, Buckley, Carbonado, Eatonville, Fircrest, Gig Harbor, Milton, Orting, Roy, Ruston, and Wilkeson annexed after July 14, 1949 fall within District boundaries.

Funding for the Pierce Conservation District includes state and federal grants, as well as interagency agreements with Pierce County and several cities. The unstable nature of grant funding has hurt District programs, especially in recent years. At the same time, the public's need for District programs has increased due to higher public awareness of beneficial conservation measures, more stringent federal and state environmental regulations such as the Endangered Species Act listing of Puget Sound salmon species, and increased Washington State Department of Ecology regulation and enforcement of non-point

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pollution originating from farming practices, non-commercial forestry and other resource-based endeavors.

A stable funding option is available for conservation districts. Under RCW 89.08.400, conservation districts may develop tax assessments to benefit lands within their boundaries. According to this law, a conservation district may prepare a budget proposal and hold one or more public hearings within the area covered by the district. Once this has been done and public testimony has been gathered, the assessment proposal is presented to the county's legislative body to be adjusted if necessary and approved.

The Pierce Conservation District has determined that a system of special assessments is necessary to enhance the District's ability to be a vital partner in countywide salmon recovery efforts, and to help Pierce County landowners find viable ways to meet increasing environmental regulation. Funding generated by this assessment will boost the conservation of natural resources within the District's boundaries. *This will benefit landowners and residents through increased availability of clean surface and ground water, improved access to educational and volunteer activities, and financial assistance to watershed resource planning groups that work to conserve natural resources.*

*Funding generated by this assessment will boost the conservation of natural resources*

#### **District Formation and Mission**

The Pierce Conservation District was formed in 1949 as a governmental subdivision of Washington State. According to RCW 89.08.220, conservation districts are authorized to:

“...conduct surveys, investigations and research relating to the conservation of renewable natural resources...”

“...conduct educational and demonstrational projects on any lands within the district... in order to demonstrate by example the means, methods, measures, and works of improvement by which the conservation of renewable natural resources may be carried out...”

“...carry out preventative and control measures and works of improvement for the conservation of renewable natural resources... including, but not limited to, engineering operations, methods of cultivation, the growing of vegetation, [and] changes in the use of lands...”

The Pierce Conservation District has steadfastly maintained its Farm Assistance Program since its inception in 1949. This program currently employs 1.5 full time employees (FTE's), who provide technical assistance and cost-share programs to farmers. In 1994 the Pierce Conservation District partnered with the Washington State Department of Ecology, Pierce County, and the City of Puyallup and Tacoma Metro Parks to create the Stream Team. This program currently employs 1.5 FTE's, who work to educate the public on water quality/non-point pollution, assist organizations with water quality projects, coordinate and conduct water quality and habitat enhancement projects, and provide water quality information to resource agencies.

*"Without the help of the Pierce Conservation District we would be out of farming..."*

*Fred & Gladys Krapf  
Mountain View Dairy  
(See Appendix A)*

In 1998 the Pierce Conservation District began the Salmon Recovery Program. This program currently employs 2 FTE's, who work to identify fish passage blockages, and plan and construct habitat and fish passage projects to assist in the Pierce County salmon recovery effort.

#### **Boundaries**

The original formation of the Pierce Conservation District included:

"all of [unincorporated] Pierce County and parts of incorporated cities and towns with two (2) acres or more used for agricultural purposes..."

Five cities were incorporated after the formation of the Pierce Conservation District. Residents of these cities also enjoy the benefits of District assistance. These include:

DuPont	Edgewood	Fife
Lakewood	University Place	

Five more cities that were incorporated before the formation of the Conservation District have since been granted inclusion into District boundaries, and benefit from District assistance. These include:

Puyallup	South Prairie	Steilacoom
Sumner	Tacoma	

Two cities that originated in King County have annexed property within Pierce County since the District was incorporated. All portions of these cities within Pierce County are within the District's boundaries:

Auburn	Pacific
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The remaining cities were incorporated before the formation of the Pierce Conservation District, and have not requested inclusion into District boundaries. Only those portions of these cities annexed after July 14, 1949 may receive benefit from District assistance. These include:

Bonney Lake	Buckley	Carbonado
Eatonville	Fircrest	Gig Harbor
Milton	Orting	Roy
Ruston	Wilkeson	

### **District Program Descriptions, Activities and Funding Sources**

The Pierce Conservation District receives a combination of grant and agency funding through federal and state government, Pierce County, and the cities of Tacoma, Lakewood, Puyallup, Fife, and Sumner. As with many conservation districts statewide, the Pierce Conservation District's heavy reliance upon grant funding has led to instability in programs and staff. Funding shortfalls have impacted all programs. Programs are difficult to plan for extended periods of time, and staff-members are often lost to agencies with more stable sources of funding.

**Salmon Recovery:** This includes projects and programs aimed primarily at increasing the quantity and quality of salmon using Pierce County waters. The Salmon Recovery Program is responsible for planning and constructing fish passage and habitat restoration projects in Pierce County, in close cooperation with private landowners and other agencies.

**Problem:** *Local government and private landowners must address the Endangered Species Act listing of salmon. A significant issue in salmon recovery is the removal of barriers that prevent salmon from reaching their spawning grounds. Hundreds of such barriers exist within Pierce County, many due to culverts beneath public and private roads. There is a shortage of local funding for salmon recovery technical assistance on private and public land.*

The Pierce Conservation District has been a leader in cooperative efforts to address fish passage issues, through partnerships with:

- Numerous private property owners
- Pierce County government
- U.S. Department of Fish & Wildlife

*"...we see the proposed assessment to create a stable funding source for PCD as an opportunity for Pierce County to demonstrate its clear commitment to natural resources conservation.."*

*Debbie Young, Chair  
Nisqually River Council  
(See Appendix A)*

- National Fish and Wildlife Foundation
- Washington State Department of Transportation
- Washington Department of Fish and Wildlife
- City of Lakewood
- City of Milton
- Washington State Salmon Recovery Funding Board
- South Puget Sound Salmon Enhancement Group
- Puyallup Tribe
- Nisqually Tribe

*The number of  
annual (salmon  
recovery)  
projects is  
expected to  
double*

Current funding for this program includes grants from the Salmon Recovery Funding Board (Washington State), the Cluster Engineer grant program, the Puget Sound grant program (Washington State Conservation Commission), the Centennial Clean Water Fund grant program (Washington State Department of Ecology), and agreements with various local agencies.

The Salmon Recovery Program employs 2 FTE's, who are responsible for the ongoing process of identifying Pierce County fish passage blockages. Thirteen fish passage and habitat restoration projects were planned in 2000, and six fish passage projects were constructed in the same year.

**Under this proposal 2 more FTE's will be added to the Salmon Recovery Program, including a licensed professional engineer. The number of annual projects constructed is expected to double.**

Project funds will be used to leverage grant-funding sources. Salmon recovery work will continue to be coordinated with WRIA planning groups to provide maximum benefit to regional salmon recovery efforts. Supplies and equipment will include field equipment, modernization of computers, software, and printing equipment.

***Farm Assistance:*** This includes projects and programs meant to prevent non-point pollution from Pierce County farms. The Farm Assistance program is responsible for providing technical assistance to the 12 dairy farms and hundreds of small livestock owners in Pierce County. Assessment rolls for Pierce County show well over 1,000 parcels dedicated to some form of agricultural use. Technical assistance includes farm planning for resource conservation through the construction of Best Management Practices (BMP's), such as streamside fencing and surface runoff improvements which are meant to keep livestock and manure away from surface water sources.

***Problem: Several Pierce County watershed plans have identified small acreage (hobby) farms as significant contributors of non-point pollution to surface and ground water. In addition, the Washington State Dairy Nutrient Management Act has placed significant burden upon local dairy farmers to meet stringent environmental standards for surface water quality. 1.5 full time employees cannot provide adequate assistance to the hundreds of livestock owners in Pierce County.***

Current funding for this program includes grants from the Farm Assistance grant program, Cluster Engineer grant program, Dairy grant programs (Washington State Conservation Commission), the Centennial Clean Water Fund grant program (Washington State Department of Ecology), and the Conservation Reserve Enhancement Program and Environmental Quality Incentives Program (United States Department of Agriculture).

In 2000 the District's Farm Assistance program staff (1.5 FTE's) made contact with about 1,900 Pierce County residents through visits, newsletters, walk-ins, referrals by County staff, phone calls and workshops. These contacts result in many requests for services that cannot be answered under current staffing levels; the current waiting period for small farm planning assistance is over eighteen months. Still, over two hundred site visits were conducted in 2000, 15 comprehensive farm plans were written and approved, and program staff implemented 44 farm BMP's.

***Under this proposal, another FTE will be added to the Farm Assistance Program. The number of farm BMP's is expected to increase by 75% to nearly 80 farm BMP's annually under this proposal.***

Project funds will be used to leverage grant-funding sources where possible. In addition, the District will explore the use of low-interest loans to assist farmers in implementation of best management practices, assistance to row-crop farmers, and supporting the long-term viability of farming through the purchase of development rights on existing farmland. Supplies and equipment will include purchase of educational materials, chemical testing equipment, and modernization of computers, software, and printing equipment.

***Stream Team:*** This includes projects and programs aimed at habitat enhancement, water quality monitoring, public education, and

*The number of farm BMP's is expected to increase by 75%*

urban conservation programs. The Stream Team program is responsible for coordinating and conducting habitat enhancement projects and educational programs in Pierce County, and is the most visible District program in the effort to make residents aware of local water quality issues.

***Problem: Pierce County residents want more opportunities to take on stewardship roles for local water bodies. Adults and children can be helped to understand the importance of streamside vegetation, water quality monitoring, and the impacts of human habitation on the environment. Public education and volunteer activities can change harmful habits; yet education and volunteer coordination remain under funded.***

*"I praise the program and its benefits to my neighbors and friends because it has been so helpful to me..."*

*Sheila Retherford  
(See Appendix A)*

Current funding for this program comes from interagency agreements with Pierce County and the cities of Tacoma, Lakewood, Puyallup, Fife and Sumner.

In 2000, the District's Stream Team program staff planned and conducted 13 revegetation and cleanup projects, coordinated the monitoring of 43 stream sites for water quality, and conducted 33 educational events.

***Under this proposal, another FTE will be added to the Stream Team Program. The number of projects and events is expected to increase by 50%, to 20 habitat projects and an additional 17 educational events annually. In addition, the urban conservation component of this program will be expanded. To encourage local government membership in the Stream Team, every \$5 provided by local governments will be matched by another \$1 from assessment funding.***

Project funds will be used to leverage grant-funding sources where possible. Possible expansion of the urban conservation component includes coordination of an "Adopt-a-Stream" program, and/or voluntary storm water filtration inserts for commercial businesses. Candidate projects will include streamside habitat rehabilitation and urban conservation projects. Supplies and equipment includes project supplies, water testing kits, educational materials and storage space, and modernization of computers, software, and printing equipment.

***The Watershed Action Plan Fund (Proposed):*** Pierce County is a significant member in four watershed planning groups; Puyallup River, Nisqually River, Chambers-Clover Creek and Key



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Peninsula-Gig Harbor-Islands. These groups are responsible for coordinating water quality efforts within their watersheds.

*Problem: Currently, watershed-planning groups receive little funding for their efforts. Like Conservation Districts, they rely upon grants and partnerships for their operations. There is a shortage of local funding for the support of watershed action plan coordination and action item resolution.*

The District proposes to assist in the funding of watershed planning groups. The Watershed Action Fund will consist of the administration of a countywide water quality funding source, aimed at providing project or program funding of water quality efforts, within Pierce County watersheds. The Pierce Conservation District Manager, under the guidance of the Board of Supervisors and watershed-planning units, will administer this fund.

*Under this proposal, The Watershed Action Fund will dedicate nearly \$300,000 annually to the various watershed-planning units within Pierce County, to be used for planning, programs, and construction of projects proposed by these units.*

An adjunct to The Watershed Action Fund is the District Contingency Fund, which creates a cash reserve to cover emergent needs, additional funding for District projects or other valuable public services.

*"We believe the programs are worth supporting and are not alone in our beliefs. We have neighbors and friends that feel the same way..."*

*Dave & Linda Clark  
Promise Ranch  
(See Appendix A)*

### **Budget Assumptions**

District management has assumed that funding under RCW 89.08.400 should:

- *Augment the District's position as an effective partner in countywide resource conservation programs & projects. In this budget, preference is given to funding District-coordinated projects, programs and employees in ways that increase District effectiveness.*
- *Be allocated in a manner that returns significant value to land owners and residents, within watershed-planning units. A regional view will be taken to fund high-impact, high-return projects and programs. Emphasis is placed upon the value that will be returned to landowners within watershed-planning units.*

- *Hire, train and retain professional staff.* Encourage professional development of existing employees, provide competitive compensation packages, and other measures intended to increase District professionalism, morale and staff retention.

**Anticipated Revenue**

Estimated parcel data supplied by the Pierce County Assessor-Treasurer's office has been used to compile projected revenues shown in Figure 1 below:

*In a majority of cases, the total tax increase will amount to \$5.00 per parcel owned per year*

**Figure 1: Estimated Assessment Revenue**

Land Class	Parcel Count	Acreage	Revenue
Cities	120,606	-----	\$ 603,030
Unincorporated, Under 1 acre	85,325	-----	426,625
Incorporated, 1 – 5 acres	32,941	74,746	170,311
Incorporated, over 5 acres	14,039	496,652	107,444
Other Misc. Properties	25,341	215,025	<u>142,832</u>
Total Estimated Revenue			\$1,450,242

For budgeting purposes, estimated revenue has been reduced by 5%, to reflect unpaid taxes.

**Proposed Budget Detail**

Funding by assessment will provide water quality programs that benefit the people of Pierce County, by increasing the conservation of natural resources. Under RCW 89.08.400, the District is required to develop a proposed budget to show how the funds will be used to deliver value to

the public.

This assessment will not place substantial burden upon Pierce County property owners. In a majority of cases, the total tax increase will amount to \$5.00 per parcel owned, per year, for a period of ten years. When aggregated, however, these funds will improve the Pierce Conservation District's ability to provide high-quality, non-regulatory assistance to Pierce County residents. Owners of property one acre or larger will also pay a ten cent per-acre charge.

According to RCW 89.08.400, certain property classes are not subject to this assessment. Figure 2 below shows excluded property classes.

<b>Figure 2 Excluded Property Classes</b>
Designated Forest Land
Classified Forest Land
Reforestation
Open Space Timber
Federal Lands
Tribal Lands

*Pierce County needs funding comparable to King County to expand their current services and projects and to meet the needs of Pierce County residents more comprehensively - this is long overdue...*

*Gail Rinehart  
(See Appendix A)*

The assessment will go into effect in FY2002, and will remain in effect for ten years. At the end of this ten-year cycle, the Pierce County Council will have the option to renew or to cancel the assessment, depending upon the need for District services at that time.

The District is required to show a proposed budget for the succeeding year after an assessment has been approved. Figure 3 on page 12 shows the proposed budget for assessment funds for 2002:

**Figure 3: Proposed 2002 Assessment Budget**

**Salmon Recovery**

Project Construction Funds	\$160,000	
Supplies & Equipment	45,000	
Wages/Benefits	<u>125,000</u>	
		\$ 330,000

**Stream Team**

Project/Program Materials	50,000	
Supplies & Equipment	22,500	
Wages/Benefits	<u>75,000</u>	
		147,500

**Farm Assistance**

Project Construction Funds	80,000	
Supplies & Equipment	20,000	
Wages/Benefits	<u>62,500</u>	
		162,500

**Watershed Action Fund**

Puyallup Watershed	156,019	
Nisqually Watershed	79,481	
Clover/Chambers Watershed	32,381	
Key Peninsula Watershed	26,494	
Fund Administration	15,625	
District Contingency Fund	<u>125,000</u>	
		435,000

**District Administration**

Elections	100,000	
Collection Fees	40,000	
Office/Storage Space	25,000	
Supplies & Equipment	35,000	
Wages/Benefits	62,500	
Training	<u>40,000</u>	
		<u>302,500</u>

**Total** \$1,377,500

*“Since each of these programs implements a portion of the Puget Sound Water Quality Management Plan, we would like to express support of this proposal...”*

*Nancy McKay, Chair  
Puget Sound Water  
Quality Action Team  
(See Appendix A)*

**Funding Progression and Contingency Planning**

This proposal has been created using certain assumptions about the amount of annual funding that will be generated by assessment. It is impossible, however, to ascertain the actual amount of funding that will be generated until the time of collections, due to uncertainty regarding specific tax parcel information and costs that must be paid to the County Assessor’s office for collecting the revenue.

Budget preparation has been based upon the assumption that \$1,377,500 will be generated annually by this proposal. Preliminary projections suggest that the actual amount of revenue generated may be slightly higher than this amount.

Revenues in excess of \$1,377,500 annually will first pay for any additional charges incurred by the Pierce County Assessor for collecting the revenue. Remaining surplus will be allocated to budget areas in the following proportions:

Salmon Recovery- Projects	30%
The Watershed Action Fund	30%
District Contingency Fund	30%
All Programs- inflation related expenses	10%

In the event that annual revenues are less than \$1,377,500, unrealized revenue will be subtracted according to the following priority listing (i.e., from #1 first, then #2, and so on), in amounts no greater than that listed:

1.	District Administration- Wages/Benefits	\$ 45,000
2.	Farm Assistance- Projects	25,000
3.	Stream Team- Projects	10,000
4.	The Watershed Action Fund	200,000
5.	District Contingency Fund	<u>50,000</u>
		\$330,000

This proposal anticipates that the Salmon Recovery, Farm Assistance and Stream Team Program funding levels will remain relatively constant over the 10-year life cycle of the assessment. District Administration will be higher in the first, fifth and tenth years due to the need for modernization of equipment, and will be reduced in favor of The District Contingency Fund in the second through fourth and sixth through ninth years.

*“PCD has been there and produces results for local residents. Now is the time for Pierce County to be there for PCD and approve the assessment proposal...”*

*Ione Clagett  
(See Appendix A)*

## Public Input

During the time that this proposal was being developed, numerous opportunities were offered for public comment. The proposal was presented to city councils, watershed planning groups, and various citizen groups. In addition, the Tacoma News Tribune carried an article on July 3, 2001 giving basic information regarding the assessment proposal. Lastly, a formal public hearing was held by the District Board of Supervisors in accordance with RCW 89.08.400, on July 26th at Puyallup High School.

A great majority of those formally or informally expressing opinions about the proposal were in favor of it. Most felt that the \$5 assessment was a very small price to pay for the kind of non-regulatory, voluntary assistance offered by the District. Nearly all in support indicated that they felt it was "about time" that the District sought to expand its services in the same way that the King and Thurston Districts have done.

As of the printing date of this final proposal, thirteen Pierce County residents were known to have made one form or another of negative comment regarding the proposal. Ten residents called the District office after the TNT article expressing their disagreement with any tax increase. One letter to the editor of the TNT in opposition to the assessment was noted, a copy of one letter to the Pierce County Council was forwarded to the District, and one gentleman spoke in opposition to the proposal at the District's public hearing. It is significant to note that none of the opponents expressed knowledge of the role and activities of the Pierce Conservation District, but were angry in general regarding property taxes and County government.

District supporters, on the other hand, were numerous and knowledgeable about the services offered and the benefits gained. **Many cited the work done by the Pierce District as being an integral component of the Pierce County ESA response, or vital to the survival of small- and large- scale farming in Pierce County.** At the time of this writing, the District had received 33 letters from individuals or organizations supporting the proposal. Many more expressed their support informally.

Testimony received at the public hearing was also generally in support of the proposal (transcripts attached).

After collecting information regarding public opinions, the Board of Supervisors of the Pierce Conservation District voted unanimously to go forward with the proposal, and present it to the Pierce County Council for approval.

*"It isn't often  
that retired  
people living on  
a fixed income,  
request that their  
taxes be raised.  
But that is what  
we are asking  
you to do..."*

*Toby & Irene Bensinger  
(See Appendix A)*



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: ANNEXATION PETITION - 2620, 2702, AND 2727 57<sup>th</sup> ST. CT. NW**  
**DATE: AUGUST 13, 2001**

#### **INFORMATION/BACKGROUND**

The City Council met with the initiators of a 'Notice of Intention to Commence Annexation Proceedings' on February 12, 2001 with regards to 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. At that time, the Council voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; that the property owners 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 Northwest up to City road standards within one-year of annexation; and that the property owners assume a proportionate share of the City's indebtedness.

The City received a petition for annexation on July 2, 2001 which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on July 19, 2001 as being legally sufficient, and as containing the signatures of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property. As required by the Council, the property owners have prepared and agreed to 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 (Attached as Exhibit B to the Resolution accepting the annexation petition).

#### **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**

I recommend that the Council approve the resolution accepting the annexation petition of three contiguous parcels of property located 2620, 2702, and 2727 57<sup>th</sup> Street Court NW.

**CITY OF GIG HARBOR  
RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR THREE PARCELS OF PROPERTY LOCATED AT 2620, 2702 AND 2727 57<sup>TH</sup> STREET COURT N.W. (ANX 01-\_\_\_), DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA AND REFERRING THE PETITION FOR ANNEXATION TO THE BOUNDARY REVIEW BOARD.**

---

WHEREAS, on December 19, 2000, the City of Gig Harbor received a Notice of Intent to Annex three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and on February 12, 2001, and on the same day voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; that the property owners 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 Northwest up to City road standards within one-year of annexation, more particularly described in Exhibit B, attached hereto and incorporated herein as if fully set forth in full; and that the property owners assume a proportionate share of the City's indebtedness; and



WHEREAS, a petition for annexation of the property described in Exhibit A was subsequently received by the City on July 2, 2001; and

WHEREAS, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer on July 19, 2001, as being legally sufficient, and as containing the signatures of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation Single-Family Residential (R-1) zoning of the property described in Exhibit A as Single-Family Residential (R-1) is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness;
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and

- C. That the property owners 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 Northwest up to City road standards within one-year of annexation, as described in Exhibit B; and

WHEREAS, following the public hearing on the annexation petition held on August 13, 2001, the City Council approved the proposed pre-annexation Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, all property within the three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation;
- B. All property within the area described in Exhibit A shall be zoned as Single-Family (R-1) in accordance with the Gig Harbor Municipal Code, Title 17; and

C. All property owners within the area described in Exhibit A will 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 Northwest up to City road standards within one-year of annexation, as described in Exhibit B.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 13<sup>th</sup> day of August 2001.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

**EXHIBIT A  
PROPERTY DESCRIPTION**

**ANNEXATION AREA - ALL PARCELS**

**A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLIAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:**

**THE EAST 442.00 FEET OF THE WEST 472.00 FEET OF THE SOUTH 196.91 FEET OF LOT 24 OF SHORE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF IN VOLUME 10 OF PLATS, PAGE 82, RECORDS OF PIERCE COUNTY. SITUATE IN PIERCE COUNTY, WASHINGTON.**

**INDIVIDUAL PARCEL DESCRIPTIONS**

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 CITY 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

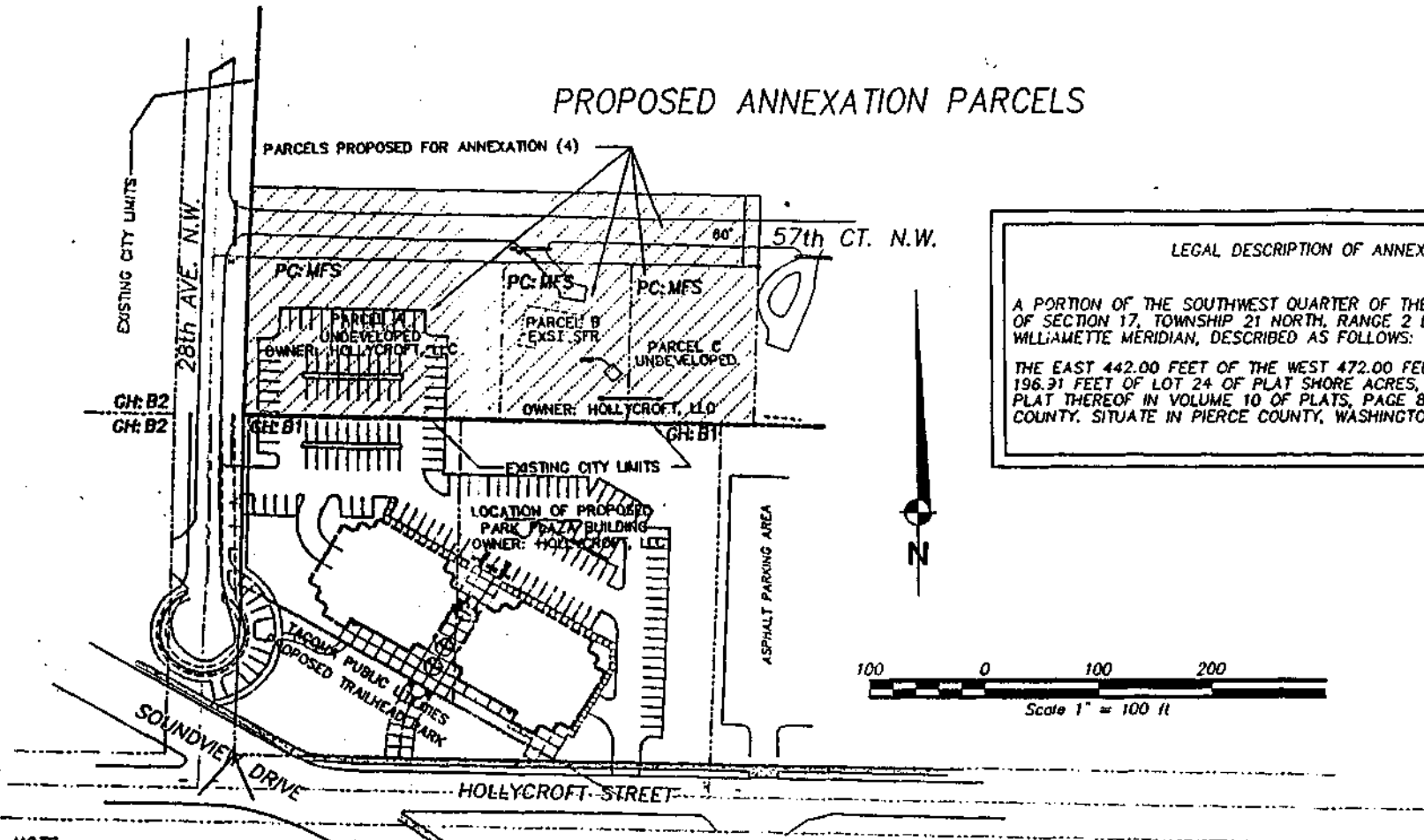
**Description:** EAST 110.00 FEET OF THE WEST 442.00 FEET OF THE SOUTH 136.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON.

**57<sup>th</sup> St Ct NW Right-of-Way**

**Owner:** Pierce County  
**Parcel No.:** 7580000540 (portion)  
**Address:** 57<sup>th</sup> Street Court NW, Gig Harbor

**Description:** EAST 442.00 FEET OF THE WEST 472.00 FEET OF THE NORTH 60 FEET OF THE SOUTH 196.91 FEET OF LOT 24 OF PLAT SHORE ACRES. SITUATE IN PIERCE COUNTY, WASHINGTON

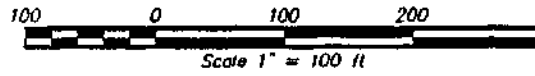
# PROPOSED ANNEXATION PARCELS



**LEGAL DESCRIPTION OF ANNEXATION AREA**

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLIAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 442.00 FEET OF THE WEST 472.00 FEET OF THE SOUTH 196.31 FEET OF LOT 24 OF PLAT SHORE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF IN VOLUME 10 OF PLATS, PAGE 82, RECORDS OF PIERCE COUNTY, 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 30' 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, Survey, Planning

(253) 858-3204  
(253) 858-3188

5715 Malcolm Dr. NW  
Suite 20  
Tacoma, WA 98335

Return Address:

City Clerk  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Exhibit B

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. PREANNEXATION AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND HOLLYCROFT, LLC

2.  
3.

Grantor(s) (Last name first, then first name and initials):

1. HOLLYCROFT, LLC (RUSH, GORDON, MANAGING MEMBER)

2.  
3.  
4.

5.  Additional Names on Page \_\_\_ of Document.

Grantee(s) (Last name first, then first name and initials):

1. CITY OF GIG HARBOR

2.  
3.  
4.

5.  Additional Names on Page \_\_\_ of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

SEE EXHIBIT A OF AGREEMENT

Legal Description is on Page 7 of Document.

Reference Number(s) (Of documents assigned or released):

Additional Reference numbers of Page \_\_\_ of Document.

Assessor's Property Tax Parcel/Account Number

7580000530, 7580000523, 7580000524

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided herein.

Recorded at the Request of,  
After Recording Return To:

City of Gig Harbor  
Administrator  
3105 Judson Street  
Gig Harbor, WA 98335

**PREANNEXATION AGREEMENT**  
**BETWEEN CITY OF GIG HARBOR AND**  
**HOLLYCROFT LLC**

This PREANNEXATION AGREEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between the CITY OF GIG HARBOR, a non-charter, optional municipal code city organized under the laws of the State of Washington (the "City") and HOLLYCROFT LLC, a Washington limited liability company ("Hollycroft").

**I. RECITALS**

A. The City has the authority under the laws of the State of Washington to enact laws and enter into agreements to promote the health, safety and welfare of its citizens and thereby control the use and development of property within its jurisdiction, and to undertake the annexation of contiguous property located outside of its boundaries pursuant to Ch. 35A.14 RCW.

B. Hollycroft has received rezone and site development approval for an office complex known as Park Plaza of certain real property located at 2727 Hollycroft in the City of Gig Harbor.

C. Hollycroft is the owner of three parcels of land situated in unincorporated Pierce County, Washington, contiguous to the Park Plaza Development in the City of Gig Harbor, legally described on Exhibit A attached hereto and incorporated herein by this reference and illustratively shown on Exhibit B attached hereto and incorporated herein by this reference (the "Property"). One of the parcels which comprises the Park Plaza Development is located within unincorporated Pierce County.

D. In December 2000, Hollycroft initiated an inquiry to the City about the City's interest in annexing the Property. The City, having designated the Property, as part of the City's Urban Growth Area, is willing to annex the Property provided the annexed Property is developed in accordance with the City's Municipal Code, including its zoning and development regulations and assume their proportion of the City's

indebtedness. Thereafter, Hollycroft submitted a Notice of Intention to Commence Annexation Proceedings. Hollycroft is the owner of the entire annexation area (the "Hollycroft Annexation").

E. On January 22, 2001 and February 12, 2001 the City Council held hearings to determine whether to accept the proposed Hollycroft Annexation. On February 12, 2001, the Council moved to accept the proposed Hollycroft Annexation in concept subject to approval of a Preannexation Agreement between Hollycroft and the City. These conditions of approval are as follows:

Condition 1: The geographic boundaries of the annexation be modified to include those portions of 57<sup>th</sup> St. Ct NW and 28<sup>th</sup> Ave. NW as described in a letter from North Pacific Design, dated February 6, 2001.

Condition 2: 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> St. Ct. NW up to City road standards within one year of annexation.

Condition 3: The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed.

F. The City and Hollycroft in accordance with the laws of the State of Washington desire to enter into this Preannexation Agreement to establish conditions of annexation of the Property in accordance with the zoning and development regulations of the City under this Agreement.

## II. AGREEMENT

NOW, THEREFORE, in consideration of the mutual benefits and covenants here, the parties covenant and agree as follows:

1. **Development Approvals after Annexation.**

1.1 The City acknowledges that Parcel 1 of Exhibit A is subject to the conditions of approval relating to the Park Plaza Development set forth under the Hearing Examiner Decision, dated March 29, 2001.

2. **Improvements to 57<sup>th</sup> Street Court Northwest ("57<sup>th</sup> Street").**

2.1 **Improvements to be Completed by Hollycroft.** Within twelve (12) months of annexation by the City of Parcels 1, 2 and 3 subject to this Agreement, Hollycroft shall:

2.1.1 Test and evaluate the existing full-width road section along 57<sup>th</sup> Street fronting the Property (approximately 442 feet) to determine the structural



capacity of the road section for compliance with the City's street standards, using the AASHTO pavement design method.

2.1.2 Install curb, gutter, sidewalk (minimum 5.5' feet), landscape strip including street trees (minimum 4 foot) and irrigation within said landscape strip on the south side of 57<sup>th</sup> Street along the frontage of the Property in accordance with City standards.

2.1.3 Widen 57<sup>th</sup> Street from the existing centerline to the curbline installed in accordance with Paragraph 2.1.2 above to provide a total 12-foot lane width south of centerline; and provide a 1-inch asphalt concrete pavement overlay of the entire width of the then existing 57<sup>th</sup> Street, including the widened section south of the centerline as provided above. Attached hereto as Exhibit C is an illustrative representation of the work to be performed by Hollycroft in accordance with this Paragraph.

2.1.4 In the event that the road section along 57<sup>th</sup> Street fronting the Property does not satisfy City standards using the AASHTO pavement design method with not more than a 1-inch asphalt concrete overlay, Hollycroft shall remain obligated to perform the road improvements to 57<sup>th</sup> Street provided under Paragraphs 2.1.2 and 2.1.3; however, construction of the south 12 feet of the street section to City standards shall be part of and deferred until such time as the City constructs this improvement with City funding or a Local Improvement District ("LID") is formed by the City as set forth below.

2.1.5 A Performance Bond is required for the road improvements in amount equal to 100 percent of the estimated costs of the road improvements. Prior to final Public Works approval, a Maintenance Bond will be required for the guarantee of the road improvements in an amount equal to 15 percent of the estimated cost of the improvements for a period of two years after the completed job is accepted by the City. Release of the bond will occur two years from the date of the City acceptance after a reinspection by the City.

**2.2 Fair Share Contribution of Future Street Improvements to 57<sup>th</sup> Street Court NW Upon Formation and Assessment of LID.** In the event that the City elects to form a LID for the purpose of improving 57<sup>th</sup> Street, Hollycroft agrees:

2.2.1 Not to protest the formation of the LID to finance improvements to 57<sup>th</sup> Street ("57<sup>th</sup> Street LID").

2.2.2 Pursuant to RCW 35.43.186, the City agrees to credit the property owner as cited in RCW 35.43.186 for improvements made prior to the LID.

3. Miscellaneous.

3.1 This Agreement represents the entire agreement of the parties with respect to the subject matter hereof. There are no other agreements, oral or written, except as expressly set forth under this Agreement.

3.2 This Agreement shall be effective for a period of ten (10) years after execution of this Agreement by both parties.

3.3 In case of any breach of this Agreement, the non-defaulting party shall be entitled to maintain an action for damages, specific performance, or any other remedy afforded at law or in equity. If such action is brought to enforce the terms of this Agreement, including any appeals, the prevailing party shall be entitled to recover its reasonable attorney's fees, costs and expenses.

3.4 The Agreement shall be governed by the laws of the State of Washington and venue shall be in the superior court for the County of Pierce.

3.5 The rights and obligations of Hollycroft and the City shall inure to the benefit of any assigns or successors in interest provided that each party shall provide notice to the other party of any such assignment of its interest under this Agreement.

3.6 This Agreement can only be amended by a written agreement signed by a duly authorized representative of the City and Hollycroft or its successor-in-interest.

3.7 Any notice or demand required or permitted to be given under this Agreement shall be sufficient if given in writing and sent by registered or certified mail, return receipt requested, to the address of the parties set forth below or such other address as the parties may stipulate in writing from time to time. Any notice shall be deemed to have been given on the date it is deposited in the U.S. Postal Service mail with postage prepaid.

Hollycroft:                    Gordon Rush  
   Managing Member  
   Hollycroft LLC  
   5715 Wollochet Drive Northwest, Suite 2A  
   Gig Harbor, WA 98335

City:                             Public Works Director  
   City of Gig Harbor  
   3105 Judson Street  
   Gig Harbor, WA 98335

3.8 The captions in this Agreement are inserted for reference only and shall not be construed to expand, limit or otherwise modify the terms and conditions of this Agreement.

3.9 If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby.

This Agreement shall be filed for recording with the Pierce County Auditor's Office by the City, at the expense of Hollycroft, and shall constitute a covenant running with the land described in Exhibit A, and shall be binding upon Hollycroft, its successors and assigns.

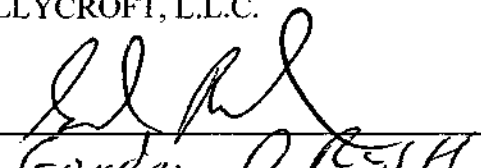
IN WITNESS WHEREOF, the parties have executed this Preannexation Agreement on the date and year set forth above.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
GRETCHEN A. WILBERT  
Its: Mayor

Date: \_\_\_\_\_

HOLLYCROFT, L.L.C.

By:   
Gordon D. Resh  
(print name)  
Its: Managing Member

Date: July 10, 2001

Approved as to form:  
CITY ATTORNEY

\_\_\_\_\_  
Carol A. Morris

Date: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this day personally appeared before me Gretchen A. Wilbert to me known to be the Mayor of the City of Gig Harbor, the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said municipal corporation.

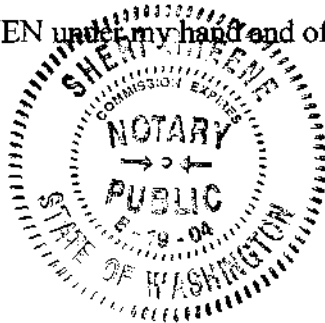
GIVEN under my hand and official seal this \_\_\_ day of \_\_\_\_\_, 2001.

\_\_\_\_\_  
\_\_\_\_\_  
[printed name of notary]  
NOTARY PUBLIC in and for the State  
of Washington, residing at \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this day personally appeared before me GORDON RUSH, to me known to be the Managing Member of Hollycroft L.L.C., the Washington limited liability company described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said limited liability company, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument on behalf of said limited liability company.

GIVEN under my hand and official seal this 10 day of July, 2001.



Sherrill Greene  
Sherrill Greene  
[printed name of notary]  
NOTARY PUBLIC in and for the State  
of Washington, residing at Gig Harbor  
My Commission Expires: 5/19/2004

**EXHIBIT A**

**PARCEL 1**

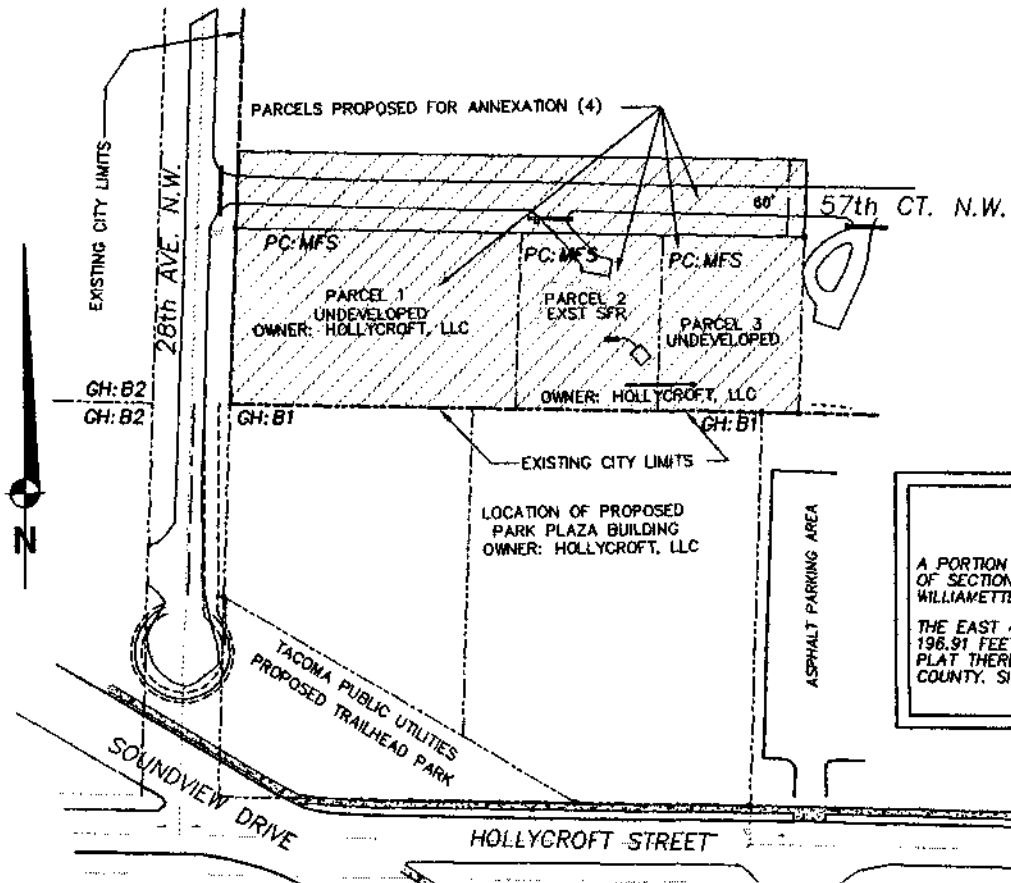
West 252.00 feet of the south 136.91 feet of Lot 24 of Plat of Shore Acres, excepting the west 30.00 feet thereof for County Road. Situated in Pierce County, Washington.

**PARCEL 2**

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 3**

East 110 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.



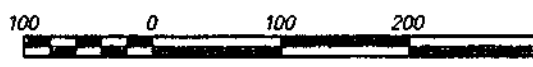
**LEGAL DESCRIPTION OF ANNEXATION AREA**

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLIAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 442.00 FEET OF THE WEST 472.00 FEET OF THE SOUTH 196.91 FEET OF LOT 24 OF PLAT SHORE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF IN VOLUME 10 OF PLATS, PAGE 62, RECORDS OF PIERCE COUNTY, SITUATE IN PIERCE COUNTY, WASHINGTON.

**NOTE:**  
 SITE PLAN SHOWN FOR PROPOSED PARK PLAZA BUILDING. PARCEL 1 OF PROPOSED ANNEXATION TO BE PART OF PROJECT (PARKING ONLY) AND WILL PROVIDE FOR 30' 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**

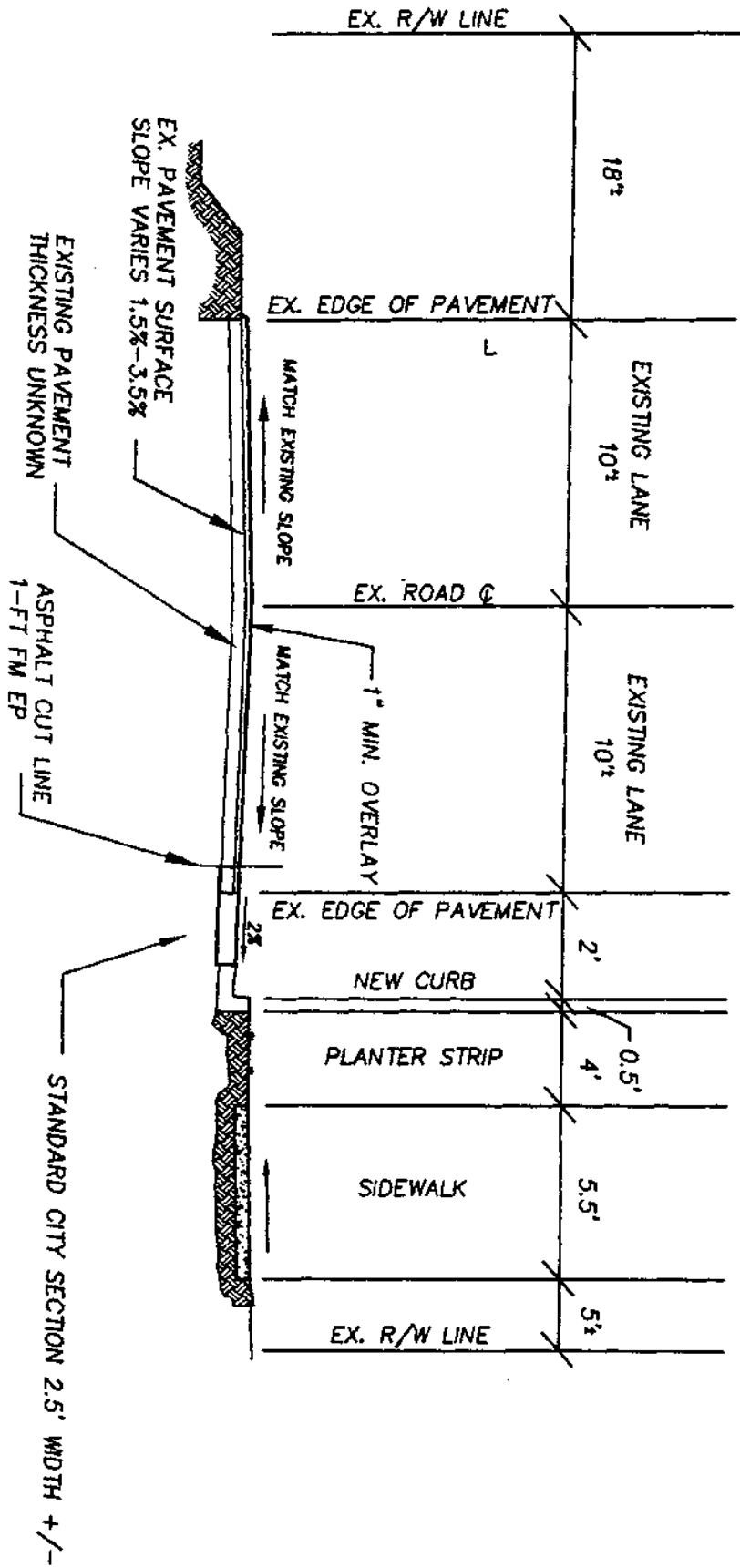
Architecture/Engineering  
 Design/Build, Planning

(253) 858 8204  
 (253) 858-3188

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

**EXHIBIT B**  
**PROPOSED ANNEXATION PARCELS**

# EXHIBIT C



57TH STREET  
DETAIL  
NO SCALE





*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: MODIFICATION TO TALLMAN CONCOMITANT AGREEMENT AND**  
**ALTERATION OF THE PLAT OF MALLARD'S LANDING**  
**DATE: AUGUST 13, 2001**

### **BACKGROUND**

I have received a request from Talmo, Inc. to modify certain conditions in the June 1994 Concomitant Zoning Agreement for the Tallman Annexation (ANX 91-07) and to modify a condition placed on the Plat of Mallard's Landing. I have attached a copy of the request and a copy of the concomitant agreement for your review. Specifically, the request is to delete the requirement that the minimum roof pitch of 4/12 be maintained for new structures. This requirement of a minimum roof pitch of 4/12 was also carried forward as a condition that was placed on the Plat of Mallard's Landing.

Council should be advised that this proposed modification in no way diminishes the requirements of the City's Design Manual. All other aspects of the concomitant agreement and the City's development regulations will be applied to new construction.

The City Attorney has recommended that the City Council has to first act on the amendments in a public hearing. As for the two actions that will be taken, an amendment to the concomitant agreement is an amendment to a development agreement. Under RCW 36.70B.170(1), the development agreement has to be consistent with the City's development regulations. Therefore, the City Council must consider the amendment to the Plat first. The City Council will be reviewing the criteria for approval in the plat alteration process, and if moved for approval, action on the amendment to a development agreement can then be taken. A plat alteration may be approved only after a written determination is made whether the public use will be served by the alteration of the subdivision.

### **RECOMMENDATION**

I would recommend that the City Council, following the public hearing on this matter, approve the proposed first amendment to the June 1994 Concomitant Zoning Agreement for the Tallman Annexation (ANX 91-07).

Further, I would recommend that the City Council find that the public use will be served by the alteration of the Plat of Mallard's Landing and approve the alteration of the Plat of Mallard's Landing by modifying a condition of approval. If approved, the applicant will then be required to produce a revised drawing of the approved alteration of the final plat, signed by all parties having an ownership interest in the Plat, which after signature of the Mayor, shall be filed with the Pierce County Auditor to become the lawful plat of the property.





A NATURAL RESOURCE CORPORATION

P.O. BOX 492, GIG HARBOR, WA 98335 (253) 858-8444  
(253) 858-8448 FAX

August 8, 2001

City of Gig Harbor  
Department of Planning & Building  
3125 Judson St.  
Gig Harbor, WA. 98335

Attn. Mr. John Vodapich

Re: Modification to Tallman Concomitant Agreement and  
Plat of Mallard's Landing

Dear John,

We are hereby formally requesting City Council approval to modify the Concomitant Zoning Agreement for Tallman Annexation (ANX 91-07) with respect to Building Design requirements that may conflict with the City's Design Review Manual and the same corresponding language on the Mallard's Landing Plat

Specifically, we are requesting the following changes:

**Concomitant Agreement:**

Section 1. Conditions

C. Land Use Restriction North of Wollochet Drive

5. **Design.**

*Delete: Minimum roof pitch shall be 4/12*

*Add: Building design shall meet the requirements of the Design Review Manual.*

D. Land Use Restrictions South of Wollochet Drive.

5. **Design**

*Delete: Minimum roof pitch shall be 4/12.*

*Add: Building design shall meet the requirements of the Design Review Manual.*



Page 2

Modification to Tallman Concomitant Agreement and  
Plat of Mallard's Landing

**Mallard's Landing Plat:**

Conditions of the Final Plat

A. Land Use Restrictions

5. Design

*Delete: Minimum roof pitch shall be 4:12*

*Add: Building design shall meet the requirements of the Design Review Manual.*

If you have any questions regarding this matter, please do not hesitate to call.

Sincerely,

Talmp, Inc.

Christopher J. DeWald  
Project Manager

Copy Scott Wagner

**RE-RECORD**

PIERCE COUNTY, WA  
**9806040192**  
6-4-1998 10:00 am  
Fee Amt: \$24.00

Return Address:

City Clerk  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. Concomitant Zoning Agreement for Tallman Annexation (ANX 91-07)
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. City of Gig Harbor -
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_\_\_ of Document.

Grantee(s) (Last name first, then first name and initials):

1. Tallman, James O., Talmo, Inc.
2. Talmo, Inc.
3. Garrison, Paul & Betty
4. Olsen, Vaughn & Shirley
5.  Additional Names on Page 10 of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

PORTIONS OF SECTIONS 7 AND 8, TOWNSHIP 21 NORTH, RANGE 2 EAST,  
W.M., PIERCE COUNTY, WASHINGTON.

Legal Description is on Page 14 & 15 of Document.

Reference Number(s) (Of documents assigned or released):

Additional Reference numbers on Page \_\_\_\_\_ of Document.

Assessor's Property Tax Parcel/Account Number

022107-4-054 022107-4-040 022107-8-001 022107-4-025 022107-3-091  
022107-4-004 022107-4-042 022107-8-002 022107-4-032 022107-4-037  
022107-4-012 022107-4-060 022107-8-003 022107-4-087  
022107-4-061 022107-4-048 022107-8-004 022107-4-089

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**9806040192**

9502080325

Resolution No. 398 - ANX 91-07  
Page 5

95 FEB -8 PH 2:11

After recording with the Pierce County Auditor, return to:  
*Administrative Assistant*  
City of Gig Harbor  
3105 Judson St.  
Gig Harbor, Washington 98335

RECORDED  
CATHY PEARSALL-STIPEK  
AUDITOR PIERCE CO. WASH

Exhibit "B"

CONCOMITANT ZONING AGREEMENT  
FOR TALLMAN ANNEXATION (ANX 91-07)

THIS AGREEMENT, executed this date in favor of the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and by the undersigned owners of the within-described property (herein called "Owners"):

WITNESSETH:

WHEREAS, the Owners are persons owning a fee simple and/or having a substantial beneficial interest in the real property comprised of one hundred twenty (120) acres and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property" hereinafter); and

WHEREAS, a petition (No. 91-07) has been filed to annex the property, and requesting pre-annexation zoning, pursuant to chapter 35A.14 RCW; and

WHEREAS, the City Council conducted a public hearing on November 9, 1992 on the petition to annex and preannexation zoning, and directed the City Planning Commission to develop and recommend a preannexation zoning agreement; and

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement

19-

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Page 6

with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone;

NOW, THEREFORE, the Owners hereby covenant, bargain and agree on behalf of themselves, their heirs, successors and assigns as follows:

Section 1. Conditions. If the Property is rezoned to RB-2 zone, development of the Property shall be accomplished in accordance with the following conditions and restrictions:

- A. Plans and Surveys. The Owners agree to submit a site plan to the City for approval prior to the clearing of any lot, tract or parcel on the Property. In addition, a tree survey for required buffers on the property shall also be submitted to the City in order to document the nature and composition of the existing vegetation on the Property.
- B. Buffers. The Owners agree to provide the following buffers on the Property, and to depict such buffers in the site plan submitted for the City's approval:
1. A forty (40) foot dense vegetative screen buffer is required on all boundaries with single family uses.
  2. Along SR-16, a buffer shall be placed twenty-five feet (25') wide. Existing vegetation shall be retained as much as possible.
  3. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
- C. Land Use Restrictions North of Wollochet Drive. In addition to any other

applicable requirements of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the area of the Property north of Wollochet Drive.

1. **Zoning Designation.** RB-2.
2. **Permitted Uses.** All uses otherwise permitted in a RB-2 zone shall be allowed, with the exception of multi-family dwellings.
3. **Conditional Uses.** All other conditional uses that may be applied for in a RB-2 zone may be permitted if the applicable criteria are met, with the exception of mini-warehousing. In addition, food stores and delicatessens may also be conditionally allowed, provided that:
  - (a) they are situated on the street level of nursing home(s), retirement center(s) or office building(s);
  - (b) they do not exceed a total of eight hundred (800) square feet in area;
  - (c) they do not contain any outside sales, storage or drive-in service;
  - (e) their hours of operation are limited to sixteen (16) hours per day.
4. **Signage.** Signage shall not be oriented toward the freeway; however signage may be oriented toward Wollochet Drive N.W., 46th Street N.W., Hunt Street, 72nd Street NW and any private roadway within this district.
5. **Design.** Minimum roof pitch shall be 4/12.

6. **Impervious Coverage.** Maximum impervious coverage shall be sixty percent (60%) per site, which shall include buffers, but exclude wetlands.
7. **Outdoor Lighting.** Outdoor lighting shall be provided on the property only in accordance with GHMC Section 17.28.090(D).

D. Land Use Restrictions South of Wollochet Drive. In addition to any other applicable regulations of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the Property south of Wollochet Drive.

1. **Zoning Designation.** RB-2.
2. **Permitted Uses.** All uses otherwise permitted in a RB-2 zone shall be permitted on the Property, with the exception of multi-family dwellings. In addition, nurseries and landscaping services shall be permitted outright on the Property.
3. **Conditional Uses.** All other conditional uses that may be applied for in a RB-2 zone may be permitted if the applicable criteria are met. In addition, the following uses may also be conditionally allowed:
  - a) Wholesale and Retail Sales where the business is conducted entirely within an enclosed structure;
  - b) Restaurants with associated lounges;
  - c) Gasoline Service Stations;
  - d) Food Stores and delicatessens, provided that:
    - (1) they are situated on the street level of nursing home(s), retirement center(s) or office building(s);

- (2) they do not exceed a total of eight hundred (800) square feet;
  - (3) they do not contain outside sales, storage or drive-in service;
  - (4) their hours of operation are limited to sixteen hours per day.
4. **Signage.** Signage shall be oriented so that it does not directly face SR-16, however, signage may be directly oriented toward Wollochet Drive N.W. or 38th Street N.W. and any private roadway within this district.
  5. **Design.** Minimum roof pitch for all non-residential uses shall be 4/12. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
  6. **Impervious Coverage.** Maximum impervious coverage is sixty percent (60%) per site, including buffers but excluding wetlands.
  7. **Outdoor Lighting.** Outdoor lighting shall be provided on the Property only in accordance with GHMC Section 17.28.090(D).
- E. Development of Wetlands on the Property.
1. **Wetland buffers.** The wetlands identified on the site as a Class III (Pierce County) wetlands shall be subject to a minimum fifty (50) foot buffer along the perimeters of the wetland, as designated in the Wetland Mitigation Plan approved by Pierce County. Wollochet Creek, which is



a Type 3 water course as identified under the Department of Natural Resources Stream Typing Maps, shall be subject to a minimum buffer of thirty-five feet as measured from ordinary high water, per the City of Gig Harbor Wetland Management Ordinance. The wetland and its associated buffer shall be identified and established as a conservation easement as a covenant running with the Property.

2. **Wetland Use.** The use of the wetlands and wetland buffers shall be limited to the following:
  - (a) Wells and necessary appurtenances as per Section 18.08.120 of the GHMC.
  - (b) Impervious trails and associated viewing platforms as per Section 18.08.120 of the GHMC. The development of a impervious trail along the perimeter of the wetland and within the buffer shall be developed as each adjoining parcel is developed.
  - (b) The placement of underground utilities, other utilities and access roads as per Section 18.08.120 of the GHMC.
3. **Parking areas.** A parking area sufficient to accommodate a minimum of eight (8) vehicles shall be developed in proximity to the wetlands. The parking area shall be clearly identified as "Public Parking, Trail Access."
4. **Plans.** The plan titled Park Development Plan from Pac Tech Engineering and drawn to the scale of 1" = 50' and sealed on October

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Page 11

14, 1993, shall be recorded with this Agreement in the records of the Pierce County Auditor as a covenant running with the Property. A copy of the documents and proof of recording shall be submitted to the City prior to the submission of any application for development permits in the affected area of the Property.

5. **Park Dedication.** The development of the park facilities shall be done in a phased manner by the respective property owner as each property is developed. Upon completion of the park, the facility will be dedicated to the city. It is acknowledged that the property, or portions of the property in the annexation area will be sold, and that the terms and conditions of this Agreement shall be binding upon the successive owners of the property. The owner of any portion of property designated in this Agreement as the future City park shall, at the same time as he or she develops the property, construct and install the necessary park facilities described herein. However, even if such property is not developed, each owner must construct and install the park facilities on that portion of the park located on his or her property so that completion and dedication of the park to the City occurs not later than Dec. 13, 2003. The City shall have the right to require dedication of the unimproved park property at any time prior to Dec. 13, 2003, and to thereafter install the necessary facilities for completion.

- F. **Transportation.** Prior to adoption of the annexation by the City of Gig Harbor,

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the petitioners shall prepare a traffic impact study to assess transportation impacts on Wollochet Drive from Hunt Street to the interchange, the interchange area, Hunt Street, 46th Street NW and 72nd Street Nw. The traffic study shall be based upon the land use as approved by the City Council per this resolution and as adopted by Pierce County. The traffic study shall be presented to the city for consideration and approval prior to adoption, by ordinance, of the annexation.

Section 2. Binding Effect of Agreement. This Agreement shall be recorded in the records of the Pierce County Auditor, and the covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to the Owners of after-acquired title to the Property.

Section 3. Owners' Payment of Costs and Fees. The Owners shall pay all costs of preparation and recording of this Agreement, together with all reasonable costs incurred by the City, including the City's Attorneys' fees.

Section 4. Amendment. This Agreement may be amended or modified by agreement between the Owners and the City; Provided, that such amended agreement shall be approved by the legislative authority of the City by ordinance.

Section 5. Police Power. Nothing in this Agreement shall prevent the City Council from making such further amendment to its Comprehensive Plan, Zoning Ordinances or any other City code or ordinance as the City deems necessary in the public interest. Nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in the RB-2 zone, except as permitted by this agreement.

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Page 13

Section 6. Benefit of Covenant. This Agreement is made for the benefit of the City, and the City may institute and prosecute any proceeding at law or in equity to enforce this Agreement. If the City prevails in such proceeding, it shall be entitled to recover all costs and fees, including reasonable attorneys' fees.

Section 7. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement and its Exhibits, together with all reasonable costs incurred by the City in the preparation of this Agreement, including the City Attorneys' fees.

Section 8. Severability. It is further expressly agreed that in the event any covenant or condition or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction hereinabove contained; PROVIDED, however, that in the event that any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to unilaterally modify this Agreement in order to ensure accomplishment of its purposes.

EXECUTED this 17th day of June, 1994.

OWNERS:

TALMO CORPORATION

By James O. Tallman  
Its Pres.

PO Box 492  
(address)

Og Harbor, WA. 98325

JAMES AND DIANE TALLMAN

James O. Tallman  
Diane M. Tallman  
13021 Pt. Richmond Dr. NW  
(address)  
Gig Harbor, WA 98332

PAUL GARRISON

Paul Garrison  
Billy Garrison  
P O Box 527  
(address)  
Gig Harbor WA 98335

Francis G. Jones

Francis G. Jones  
Francis G. Jones

P O Box 549  
Wauna WA 98395

VAGN OLSEN

Vagn Olsen  
Shirley A. Olsen  
3110 White Cloud Ave  
(address)  
NW. Gig Harbor Wa. 98335

Rodney H. Pardey

Rodney H. Pardey

2300 Zafra Ct  
Las Vegas Nv 89102

Cathy Ford



CATHY FORD  
Notary Public - Nevada  
Clark County  
My appt. exp. Feb. 1, 1998

6/13/94

Louise Olsen

6309 51st Ave NW  
Gig Harbor WA 98335

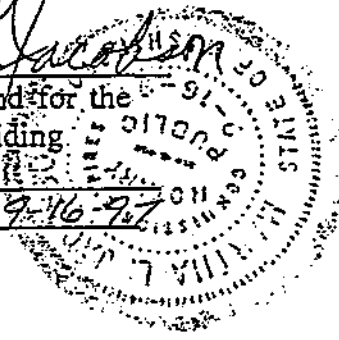
Resolution No. 398 - ANX 91-07  
Page 15

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Francis G. Jones and Ann Ellen Jones is the person who appeared before me and said person acknowledged that they signed this instrument, on oath stated that ~~he/she~~ <sup>they were</sup> was authorized to execute the instrument and acknowledged it as their \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: June 15, 1994

Martha Jacobson  
NOTARY PUBLIC in and for the State of Washington, residing at Gig Harbor  
My appointment expires 9-16-97



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that JAMES O. TALLMAN is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the PRESIDENT of TALMO, INC. to be the free and voluntary act of such part for the uses and purposes mentioned in the instrument.

Dated: JUNE 17, 1994

Lora Macumber  
NOTARY PUBLIC in and for the State of Washington, residing at GIG HARBOR  
My appointment expires 3/19/98

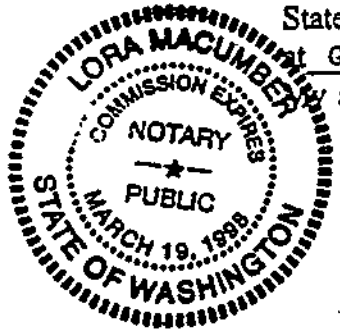








EXHIBIT "A"

LEGAL DESCRIPTION FOR GIG HARBOR INTERCHANGE ANNEXATION  
ANX 91-07

PORTIONS OF SECTIONS 7 AND 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.,  
PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTH LINE OF SAID SECTION 18, WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY LINE; THENCE NORTHERLY ALONG SAID PROLONGATION AND SAID WESTERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE NORTHERLY RIGHT-OF-WAY LINE OF 72ND STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET NORTHERLY, MEASURED AT RIGHT ANGLES, FROM THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER OF SECTION 7; THENCE EASTERLY ALONG SAID LAST MENTIONED PROLONGATION AND SAID NORTHERLY RIGHT-OF-WAY LINE TO AN INTERSECTION WITH THE WESTERLY LINE OF LOT 7 OF THE PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE IN SAID SECTION 7; THENCE NORTHERLY ALONG THE WESTERLY LINE OF SAID LOT 7 TO THE WESTERLY RIGHT-OF-WAY LINE OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID WESTERLY LINE TO A LINE 660 FEET SOUTH OF THE NORTHERLY LINE OF SAID SECTION 7; THENCE EASTERLY PARALLEL WITH, AND 660 FEET SOUTH OF, THE NORTH LINE OF SECTION 7, ALONG SAID LINE TO THE EASTERLY LINE OF LOT 2 OF AFORESAID PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE, IN SAID SECTION 7; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID LOT 2 TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF LOTS 2 AND 3 AND/OR ITS WESTERLY PROLONGATION OF SAID PLAT IN SAID SECTION 7 TO THE EASTERLY RIGHT-OF-WAY LINE OF AFORESAID STATE ROUTE 16; THENCE SOUTHEASTERLY ALONG SAID EASTERLY LINE TO SAID NORTHERLY RIGHT-OF-WAY LINE OF 72ND STREET NORTHWEST; THENCE EASTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE EASTERLY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY, AS DESCRIBED IN QUIT CLAIM DEED TO CITY OF TACOMA, RECORDED AS AUDITOR'S FILE NO. 8205070163 AND AS SHOWN HATCHED ON EXHIBIT "A" ATTACHED THERETO, BEING SHEETS 7 AND 9 OF 52 SHEETS OF THAT CERTAIN MAP OF DEFINITE LOCATION ENTITLED SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE; THENCE SOUTHEASTERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE TO THE WESTERLY RIGHT-OF-WAY LINE OF STINSON AVENUE; THENCE NORTHEASTERLY IN A DIRECT LINE TO THE NORTHWESTERLY CORNER OF A CERTAIN PARCEL OF LAND DESCRIBED UNDER AUDITOR'S FILE NO. 2883468; THENCE SOUTHEASTERLY ALONG THE NORTHERLY LINE OF SAID PARCEL TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PIONEER WAY; THENCE SOUTHEASTERLY IN A DIRECT LINE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIONEER WAY AT THE MOST

NORTHWESTERLY CORNER OF LOT 1 OF GIG HARBOR SHORT PLAT, RECORDED UNDER AUDITOR'S FILE NO. 8402100196; THENCE SOUTHWESTERLY ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF PIONEER WAY AS SHOWN ON SAID PLAT TO SAID EASTERLY LINE OF THE TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY AS SHOWN ON SHEET 9 OF SAID EXHIBIT "A"; THENCE SOUTHERLY ALONG THE EASTERLY LINE OF SAID TACOMA-LAKE CUSHMAN POWER LINE RIGHT-OF-WAY TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY LINE OF KIMBALL DRIVE NORTHWEST, BEING A LINE PARALLEL AND/OR CONCENTRIC WITH AND DISTANT 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES OR RADIALLY, FROM THE FR-3 CENTERLINE AS SHOWN ON SAID SHEET 9 OF EXHIBIT "A"; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY LINE TO THE NORTHERLY LINE OF LOT 10 OF AFORESAID PLAT OF GIG HARBOR MILITARY RESERVE, IN SAID SECTION 8; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 10 AND 9 OF SAID PLAT IN SAID SECTION 8 TO THE NORTHWEST CORNER OF SAID LOT 9 BEING ALSO THE NORTHEAST CORNER OF LOT 16 OF SAID PLAT IN SAID SECTION 7; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16 TO THE NORTHWEST CORNER THEREOF, BEING ALSO THE NORTHEAST CORNER OF LOT 4 OF SUNNYBRAE, RECORDED IN VOLUME 37 OF PLATS, AT PAGE 50, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 4 THROUGH 1, *INCLUSIVE* OF SAID SUNNYBRAE TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF WOLLOCHET DRIVE NORTHWEST AS SHOWN ON SAID LAST MENTIONED PLAT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE AND IT SOUTHWESTERLY PROLONGATION TO SAID SOUTHERLY RIGHT-OF-WAY LINE OF HUNT STREET NORTHWEST IN THE NE QUARTER OF SECTION 18; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING. THE FOREGOING DESCRIBED ANNEXATION PARCEL BEING CONTIGUOUS ON ITS NORTH AND EAST SIDES WITH THE EXISTING CITY LIMITS OF GIG HARBOR.

TOGETHER WITH THE TACOMA LAKE CUSHMAN POWER LINE RIGHT-OF-WAY IN THE SOUTH HALF OF THE NORTH EAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 E.WM; AND TOGETHER WITH THE RIGHT OF WAY FOR GRANDVIEW AND STINSON AVENUE NW BORDERING THE GIG HARBOR ANNEXATION, ORDINANCE #47, IN THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 E.WM.; EXCEPT THOSE PORTIONS PREVIOUSLY ANNEXED INTO THE CITY OF GIG HARBOR PER ORDINANCES #57 (4-28-60), #206 (9-9-74), #296 (9-25-78), #438(11-28-83), AND # 621 (2-10-91).

page 15

9806040192

Return Address:

City Clerk  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Please print legibly or type information.

Document Title(s) (Or transaction contained therein):

1. **FIRST AMENDMENT TO CONCOMITANT ZONING AGREEMENT FOR TALLMAN**
2. **ANNEXATION (ANX 91-07)**
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials):

1. **CITY OF GIG HARBOR**
- 2.
- 3.
- 4.
5.  Additional Names on Page \_\_\_ of Document.

Grantee(s) (Last name first, then first name and initials):

1. **TALMO CORPORATION**
2. **TALLMAN, JAMES O. AND DIANE**
3. **SATISH CHANGELA**
4. **OLSEN, VAGN AND SHIRLEY**
5.  Additional Names on Page 4 of Document.

Legal Description (Abbreviated: i.e., lot, block, plat; or section, township, range):

PORTIONS OF SECTIONS 7 AND 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.,  
PIERCE COUNTY, WASHINGTON

Legal Description is on Page 9 & 10 of Document.

Reference Number(s) (Of documents assigned or released):

**Assessor's Recording Numbers: 9806040192 & 9502080325**

Additional Reference numbers of Page \_\_\_ of Document.

Assessor's Property Tax Parcel/Account Number

022107-4-054	022107-4-040	022107-8-001	022107-4-037	02-21-07-4-058
022107-4-004	022107-4-042	022107-8-002	022107-4-037	
022107-4-012	022107-4-060	022107-8-003	022107-4-087	
022107-4-061	022107-4-048	022107-8-004	022107-4-089	4002010010,20,30,40,50,60,70,80,90

The Auditor/Recorder will rely on the information provided on this cover sheet. The staff will not read the Document to verify the accuracy or completeness of the indexing information provided herein.

**FIRST AMENDMENT TO  
CONCOMITANT ZONING AGREEMENT  
FOR TALLMAN ANNEXATION (ANX 91-07)**

THIS FIRST AMENDMENT to the Concomitant Zoning Agreement for the Tallman Annexation is executed this date in favor of the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and by the undersigned owners of the within-described Property (herein called "Owners");

W I T N E S S E T H:

WHEREAS, the Owners are persons owning a fee simple and/or having a substantial beneficial interest in the real property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (the "Property") hereinafter;  
and

WHEREAS, the Owners petitioned the City to annex the Property, and as a condition of such annexation, executed a Concomitant Zoning Agreement with the City;  
and

WHEREAS, the Concomitant Zoning Agreement (hereinafter the "Agreement") has been recorded against the Property under Pierce County Auditor's Recording Number 9502080325 on February 8, 1995 and 9806040192 on June 4, 1998; and

WHEREAS, the Owners desire to amend the Agreement so that certain aspects of the development of the Property conform to the City's Design Review Manual; and

WHEREAS, the City agrees that the proposed changes would benefit the public, as the changes are merely to allow consistency with the City's adopted Design Review Manual; NOW, THEREFORE,

## TERMS

The Owners hereby covenant, bargain and agree on behalf of themselves, their heirs, successors and assigns as follows:

Section 1. Amendment to Subsections 1(C)(5) and of the Agreement.

Subsections 1(C)(5) and 1(D)(5) of the Agreement is hereby amended to read as follows:

Section 1. Conditions. If the Property is rezoned to RB-2 zone, development of the Property shall be accomplished in accordance with the following conditions and restrictions:

\* \* \* [the remainder of this section and/or subsection does not change.]

C. Land Use Restrictions North of Wollochet Drive. In addition to any other applicable requirements of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the area of the Property north of Wollochet Drive.

\* \* \* [the remainder of this section and/or subsection does not change.]

D. Land Use Restrictions South of Wollochet Drive. In addition to any other applicable regulations of the Gig Harbor Municipal Code, the following land use restrictions shall apply to the Property south of Wollochet Drive.

\* \* \* [the remainder of this section and/or subsection does not change.]

5. Design. ~~Minimum roof pitch shall be 4/12.~~  
Building design shall meet the requirements of the Design Review Manual.

\* \* \* [the remainder of this section and/or subsection does not change.]

Section 2. Binding Effect of First Amendment. This First Amendment shall be recorded in the records of the Pierce County Auditor, and the covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners,

their heirs, successors and assigns, and shall apply to the Owners of after-acquired title to the Property.

Section 3. All Other Provisions of the Agreement Still Effective Until Buildout.

This First Amendment only amends the provisions of the Agreement specifically described in Section 1 herein. All other provisions of the Agreement and this First Amendment shall remain binding on the Owners, their heirs, successors and assigns, during the effective term of this Agreement. The development regulations set forth in the Agreement and the First Amendment shall be effective until build out of the Property, as contemplated in the valid permits and approvals associated with the Mallard's Landing Plat. After build out of the Property, redevelopment, if any, shall take place in accordance with the City's development regulations in effect at the time of redevelopment.

EXECUTED this \_\_\_\_ day of \_\_\_\_\_, 2001.

CITY OF GIG HARBOR:

OWNERS:  
TALMO CORPORATION

\_\_\_\_\_  
Mayor

By \_\_\_\_\_  
Its Owner

Attest:

Address:

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

\_\_\_\_\_  
\_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
James Tallman

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

\_\_\_\_\_  
Diane Tallman

PROPERTY OWNERS:

JAMES AND DIANE TALLMAN

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

SATISH CHANGELA

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

VAGN AND SHIRLEY OLSEN

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

WAYNE AND LOUISE OLSEN

\_\_\_\_\_  
\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

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

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

(print or type name)

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

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

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

(print or type name)

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





STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

I certify that I know or have satisfactory evidence that Vagn and Shirley Olsen are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the property owners to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE        )

I certify that I know or have satisfactory evidence that Wayne and Louise Olsen are the persons who appeared before me, and said person acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the property owners 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: \_\_\_\_\_

July 6, 1994  
File #10431/1

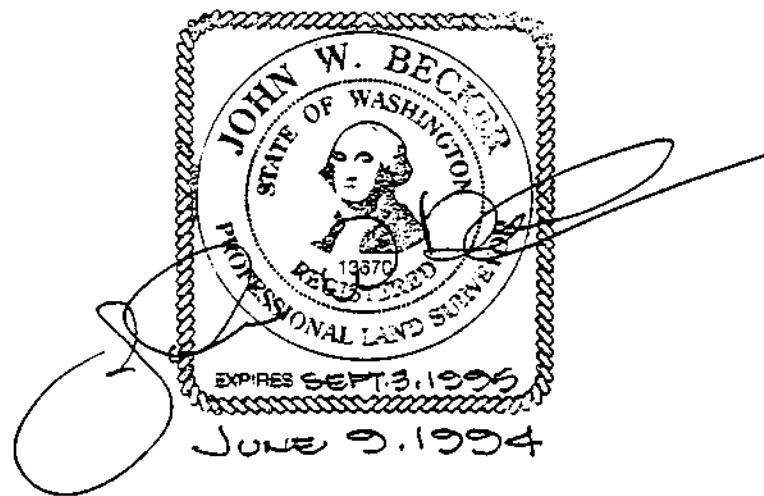
**EXHIBIT 'A'**  
**LEGAL DESCRIPTION FOR THE AREA AFFECTED BY THE**  
**CONCOMITANT ZONING AGREEMENT**  
**FOR TALLMAN ANNEXATION (ANX 91-07)**

PORTIONS OF SECTIONS 7 AND 18, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.,  
PIERCE COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY MARGIN OF HUNT STREET NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET SOUTHERLY, MEASURED AT RIGHT ANGLES, FROM THE SOUTHERLY LINE OF SAID SECTION 7, WITH THE SOUTHERLY PROLONGATION OF THE WESTERLY RIGHT-OF-WAY MARGIN OF 46TH AVENUE NORTHWEST, BEING A LINE PARALLEL WITH AND DISTANT 30 FEET WESTERLY, MEASURED AT RIGHT ANGLES, FROM THE WESTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE NORTHERLY ALONG SAID PROLONGATION AND SAID WESTERLY RIGHT-OF-WAY MARGIN TO AN INTERSECTION WITH THE WESTERLY PROLONGATION OF THE SOUTHERLY LINE OF BLOCK 1 OF CEDARCREST, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 49 OF PLATS, AT PAGE 41, RECORDS OF SAID COUNTY; THENCE EASTERLY ALONG SAID LAST MENTIONED PROLONGATION AND SAID SOUTHERLY LINE TO THE WESTERLY LINE OF LOT 3 OF PIERCE COUNTY LARGE LOT PLAT RECORDED UNDER AUDITOR'S FEE NO. 9103010296, RECORDS OF SAID COUNTY; THENCE NORTHERLY ALONG THE WESTERLY LINE OF LOTS 3, 4, 5 AND 6 OF SAID LAST MENTIONED PLAT TO THE SOUTHERLY RIGHT-OF-WAY MARGIN OF 72ND STREET NORTHWEST, AS SHOWN ON SAID PLAT; THENCE EASTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN TO AN INTERSECTION WITH THE GENERAL WESTERLY RIGHT-OF-WAY BOUNDARY OF THE STATE ROUTE 16 CL3 LINE, AS SHOWN ON SHEET 9 OF 52 SHEETS OF A MAP ENTITLED "EXHIBIT A - SR 16, NARROWS BRIDGE TO OLYMPIC DRIVE" ON FILE IN THE OFFICE OF THE WASHINGTON STATE DEPARTMENT OF TRANSPORTATION; THENCE SOUTHERLY ALONG SAID GENERAL WESTERLY BOUNDARY TO AN INTERSECTION WITH THE GENERAL NORTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE STATE ROUTE 16 A3 LINE, SHOWN AS HIGHWAY ENGINEER'S STATION A 43+25.66 ON SAID LAST MENTIONED MAP; THENCE SOUTHWESTERLY ALONG SAID GENERAL NORTHWESTERLY BOUNDARY TO HIGHWAY ENGINEER'S STATION A3 37+00 ON THE NORTHWESTERLY RIGHT-OF-WAY MARGIN OF WOLLOCHET DRIVE NORTHWEST, AS SHOWN ON SAID LAST MENTIONED MAP; THENCE SOUTHEASTERLY PERPENDICULAR TO SAID NORTHWESTERLY RIGHT-OF-WAY MARGIN TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF SAID WOLLOCHET DRIVE NORTHWEST AT THE GENERAL SOUTHEASTERLY RIGHT-OF-WAY BOUNDARY OF SAID A3 LINE; THENCE NORTHEASTERLY ALONG SAID GENERAL SOUTHEASTERLY BOUNDARY TO AN INTERSECTION WITH THE GENERAL SOUTHWESTERLY RIGHT-OF-WAY BOUNDARY OF THE STATE ROUTE 16 BL3 LINE, AS SHOWN ON SAID LAST MENTIONED MAP; THENCE SOUTHEASTERLY ALONG SAID

GENERAL SOUTHWESTERLY BOUNDARY TO AN INTERSECTION WITH THE WESTERLY RIGHT-OF-WAY MARGIN OF 38TH AVENUE NORTHWEST; THENCE SOUTHERLY ALONG SAID WESTERLY RIGHT-OF-WAY MARGIN TO THE NORTHERLY LINE OF LOT 16 OF THE PLAT OF GIG HARBOR ABANDONED MILITARY RESERVE, IN SAID SECTION 7; THENCE WESTERLY ALONG THE NORTHERLY LINE OF SAID LOT 16 TO THE NORTHWEST CORNER THEREOF, BEING ALSO THE NORTHEAST CORNER OF LOT 4 OF SUNNYBRAE, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 37 OF PLATS, AT PAGE 50, RECORDS OF SAID COUNTY; THENCE WESTERLY ALONG THE NORTHERLY LINE OF LOTS 4 THROUGH 1, INCLUSIVE, OF SAID SUNNYBRAE TO THE SOUTHEASTERLY RIGHT-OF-WAY MARGIN OF WOLLOCHET DRIVE NORTHWEST AS SHOWN ON SAID LAST MENTIONED PLAT; THENCE SOUTHWESTERLY ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY MARGIN AND ITS SOUTHWESTERLY PROLONGATION TO SAID SOUTHERLY RIGHT-OF-WAY MARGIN OF HUNT STREET NORTHWEST; THENCE WESTERLY ALONG SAID SOUTHERLY RIGHT-OF-WAY MARGIN TO THE POINT OF BEGINNING.

Legals/#10431/1/MZ/dfx





*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: LAND USE HEARING EXAMINER SERVICES**  
**DATE: AUGUST 13, 2001**

### **BACKGROUND**

As directed by Council, staff prepared and released a second request for proposals (RFP) for Land Use Hearing Examiner services for the City. The RFP was released on July 9<sup>th</sup> and proposals were due by July 20<sup>th</sup>. During this period, the RFP was advertised in the Peninsula Gateway, the Tacoma News Tribune, the Seattle Times, the Daily Journal of Commerce, and the Bar News. The RFP was also posted on several websites including that of the City, the Planning Association of Washington (PAW), and the Washington State Bar Association (WSBA).

In response to this RFP, we received five additional responses in addition to the two that were initially submitted earlier this year. Mr. Stephen K. Causseaux, Jr. and Mr. Robert R. Gillanders, both of whom originally submitted responses, indicated a willingness to be considered in this second process. Additionally, Ms. Anne Watanabe, Driscoll and Hunter (Mr. James M. Driscoll, Mr. Theodore Paul Hunter, and Ms. LeAnna C. Drevecky), Mr. Edward L. Good, Mr. Gerg A. Rubstello, and Mr. Michael R. Kenyon submitted proposals for consideration.

The members of the Land Use Planning Committee (Council members Pasin, Picinich, & Ruffo) reviewed the application materials and choose to interview Ms. Anne Watanabe, Driscoll and Hunter, and Mr. Michael R. Kenyon. Council member Pasin, Carol Morris and myself, conducted interviews of these individuals on August 7, 2001. The unanimous recommendation of the interview panel was that Mr. Michael R. Kenyon was best qualified to serve as the Land Use Hearing Examiner for the City.

The firm of Driscoll and Hunter, on August 8, 2001, submitted a letter indicating that they were no longer available for the position and requested that they be removed from consideration.

### **RECOMMENDATION**

I would recommend that the City Council authorize the negotiation of a one-year contract for Land Use Hearing Examiner Services with Mr. Michael R. Kenyon.



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** MB  
**SUBJECT: JUNE INFORMATION FROM PD**  
**DATE: JULY 25, 2001**

The June activity statistics are attached for your review.

The Reserves volunteered 118 hours in June. Their duties included patrol, high school security and court transports. We have completed the background process for one new Reserve Officer. She has completed all phases of the background review and is finishing up final pre-commissioning tasks such as acquiring all needed uniform and equipment items. We expect to have her join the department within the next few weeks.

The Marine Services Unit logged 46 hours of patrol time, 6 hours of maintenance time, and 41.5 hours of administrative time. The admin time was used to coordinate equipping the new patrol boat. The unit responded to 4 dispatched calls, conducted 3 safety inspections, five boater assists, and answered 2 boating complaints. The new boat was placed in service on June 29. The old boat/motor/trailer was sold at auction for \$4250.

The bike patrol was active for 18.5 hours in June. The unit assisted with the parade and at Gig Harbor High School in addition to general patrol.

Both new officers are doing well in their Field Training program. We are on schedule with the training process at this time.



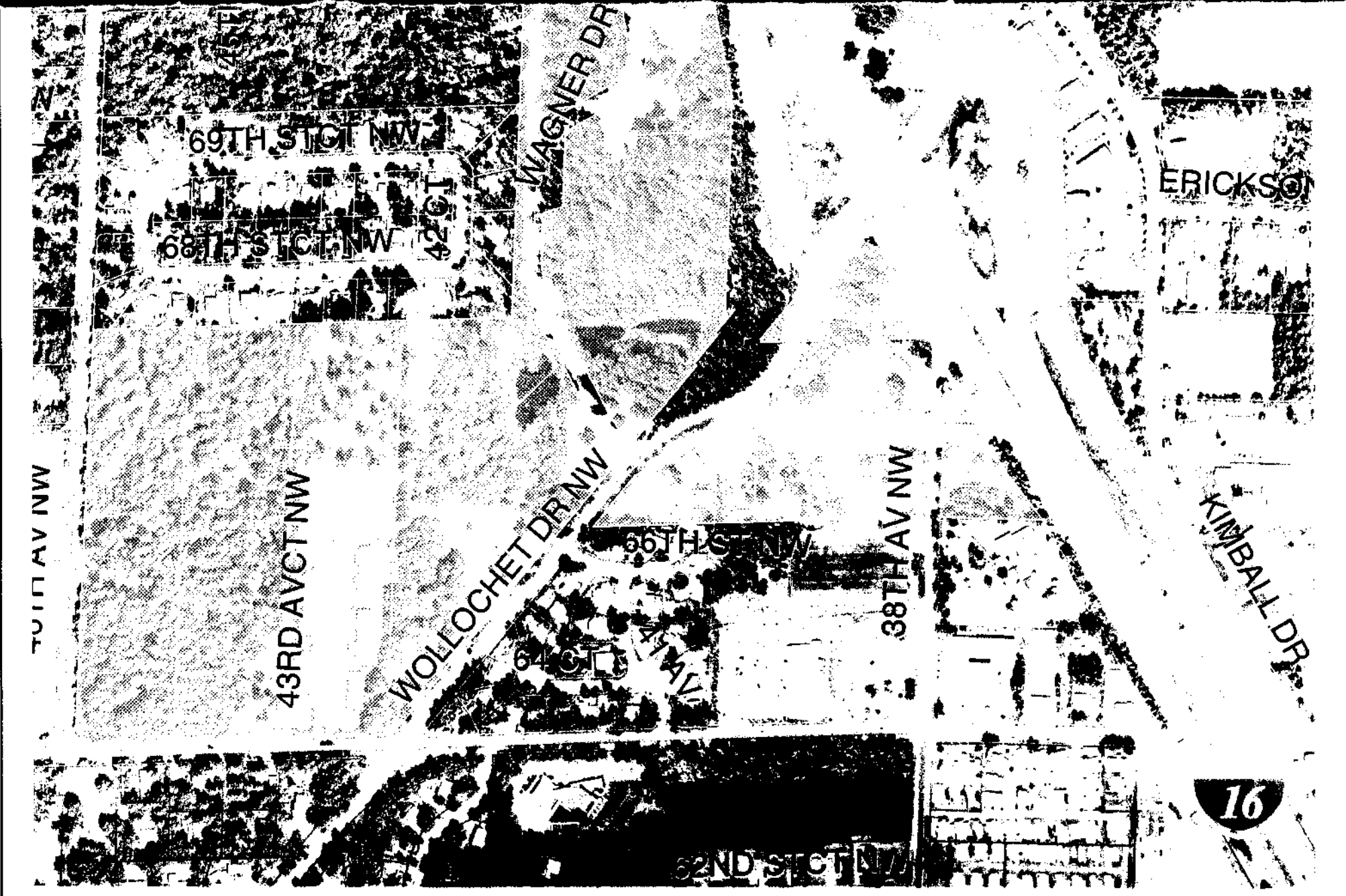
City of Gig Harbor Police Dept.  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

#### June 2001

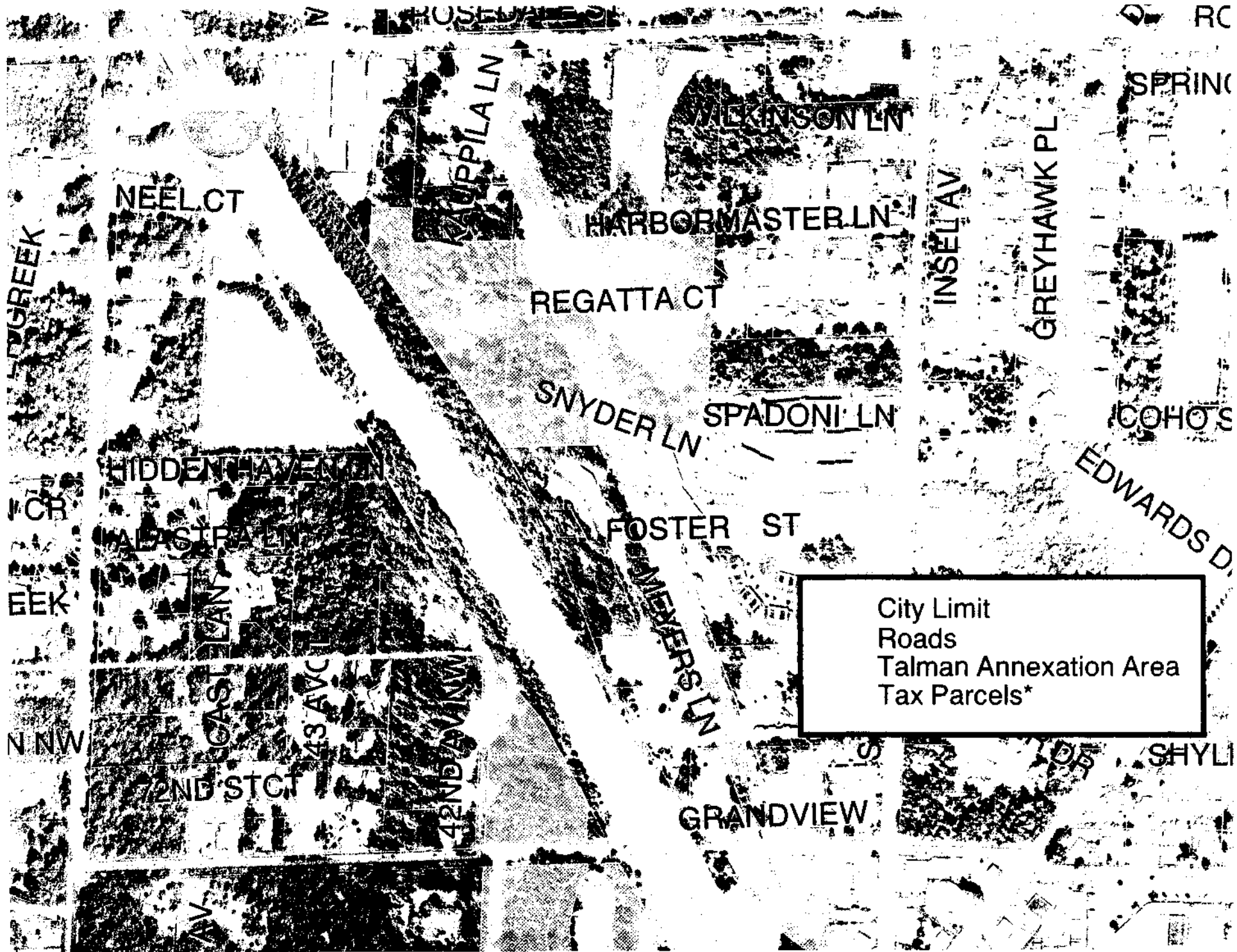
	<u>June</u> <u>2001</u>	<u>YTD</u> <u>2001</u>	<u>YTD</u> <u>2000</u>	<u>%chg to</u>
CALLS FOR SERVICE	425	2639	2491	+ 06
CRIMINAL TRAFFIC	18	108	90	+ 20
TRAFFIC INFRACTIONS	50	337	422	- 20
DUI ARRESTS	11	61	36	+ 69
FELONY ARRESTS	7	27	45	- 40
MISDEMEANOR ARRESTS	17	98	135	- 27
WARRANT ARRESTS	8	26	33	- 21
CASE REPORTS	106	644	679	- 5
REPORTABLE VEHICLE ACCIDENTS	15	150	116	+ 29



**City of Gig Harbor**  
Planning and Building Services Department

## Tallman Annexation





City Limit  
Roads  
Talman Annexation Area  
Tax Parcels\*