

Gig Harbor City Council Meeting



January 10, 2000

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING

January 10, 2000

CALL TO ORDER:

SWEARING IN CEREMONY: Councilmembers Marilyn Owel, Bob Dick, Mark Robinson and Frank Ruffo.

PUBLIC HEARING:

First Amendment to the Pre-Annexation Agreement for Gig Harbor North.

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 the December 13, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a. Tacoma P.C. Health Department - Budget Changes.
 - b. U.S. Census 2000.
 - c. Tacoma-Pierce County Solid Waste Management Plan.
3. Rosedale Street Improvements Project - Change Orders No. 2, 3, & 4.
4. Approval of Payment of Bills for December 27, 1999 through January 10, 2000 and :
Checks #23928 - 24019 for \$451,215.88; Checks #24020 - 24131 for \$283,192.04;
Checks #24132 - 24156 for \$163,503.31; Checks 24157-24163 for \$48,509.10.
5. Approval of Payroll for the month of December.
6. Liquor License Renewals - Harbor Arco AM/PM; Gourmet Essentials; and Harbor Inn.

OLD BUSINESS:

1. First Amendment to Pre-Annexation Agreement for Gig Harbor North.
2. Second Reading of Ordinance - Amendment to GHMC 12.02 - Encroachment Permit

NEW BUSINESS:

1. Agreement for Dedication of Right-of-Way / Bingham.
2. First Reading of Ordinance - Donation from the Morris Foundation.
3. First Reading of Ordinance - Donation to Skateboard Park.
4. Resolution - Amendments to the Pierce County County-Wide Planning Policies.
5. Resolution - Well Pump No. 5 - Emergency Declaration and Purchase Authorization.
6. Survey - Consultant Services Contract.
7. Burnham Drive Watermain Extension - Zellman Easement Agreement.
8. First Reading of Ordinance - Burnham Drive Rezone.
9. First Reading of Ordinance - Amendments to Chapter 17.07.
10. Addendum to Expert Witness Contracts.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS / MAYOR'S REPORT: Invitation to Serve on Council Committees.

STAFF REPORTS: Gig Harbor Police Department - November Stats.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending and potential litigation per RCW 42.30.110(i). Action may be taken after the session.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 13, 1999

PRESENT: Councilmembers Ekberg, Young, Owel, Dick, Picinich, Markovich and Mayor Wilbert. Councilmember Platt was absent.

CALL TO ORDER: 7:10 p.m.

SPECIAL PRESENTATION: Special Olympics - Presentation of Award to GHPD.

Mayor Wilbert introduced Gordon Wohlfehl, Sgt. Scott Emmett and Chief Mitch Barker. Mr. Wohlfehl explained that he is the Director for the Southwest Washington Chapter of the Special Olympics and gave an overview of the Special Olympics program. He said that Chief Barker was the president/chairperson of the law enforcement torch run program campaign for the State of Washington which had raised almost \$200,000 in 1999 for the program and that the Gig Harbor Police Department alone raised over \$5,000 for Special Olympics. In honor of that, Mr. Wohlfehl awarded the Department a Gold-Medal Sponsor plaque.

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 the November 22, 1999, City Council Meeting.
2. Correspondence / Proclamations:
 - a. Washington Utilities and Transportation Committee - Workshop on Solid Waste.
 - b. Proclamation - Drunk and Drugged Driving Prevention Month.
3. Approval of Payment of Bills for December 13, 1999:

Checks # 23776 through #23927 in the amount of \$422,926.89.
4. Liquor License Renewals:

Marco's Restaurant	Mimi's Pantry	The Green Turtle
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MOTION: Move to approve the Consent Agenda as presented.
Owel/Dick - unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance - East-West Road Local Improvement District. Dave Rodenbach, Finance Director, explained that at the last meeting, this item had been tabled pending a determination of participation. He said that during the last three weeks, several meetings had occurred between Pope Resources and Logan International, and several concerns had come up. He explained that Pope Resources had decided to participate in the LID without contingencies and Logan will assume \$140,000 of Pope's assessments. He recommended that this ordinance forming the LID be passed at this reading.

MOTION: Move adoption of Ordinance No. 833 establishing a local improvement district for construction of the East-West Road.
Markovich/Picinich - unanimously approved.

2. Second Reading of Ordinance - Amendment to the Capital Facilities Element of the 1996 Comprehensive Parks, Recreation and Open Space Plan. Dave Skinner, Public Works Director, explained that this ordinance amends the city's Comprehensive Parks Plan to include the Borgen property to facilitate the purchase of this property.

MOTION: Move to adopt Ordinance No. 834.
Picinich/Owel - unanimously approved.

3. Second Reading of Ordinance - Amendment to the 1999 Budget. Dave Skinner explained that this ordinance is a budget amendment to facilitate the purchase of the Borgen property and recommended adoption of the ordinance.

MOTION: Move to adopt Ordinance No. 835.
Dick/Young - unanimously approved.

4. Borgen Property Acquisition. Mark Hoppen, City Administrator, explained that there were three contingencies for acquisition of the property. Approval of the Purchase and Sale Agreement, a Summary Appraisal, and the Phase I Site Assessment would be required for the purchase of the property. Carol Morris, Legal Counsel, gave an overview of her changes in the Purchase and Sale Agreement. Councilmember Picinich asked if the changes would affect the closing date of the agreement. Mr. Hoppen explained that the changes would need review and approval by Mrs. Borgen.

John Holmaas. Mr. Holmaas clarified that the city would not pay a commission, only the seller.

MOTION: Move to approve the Purchase and Sale Agreement with the amendments recommended by Legal Counsel.
Picinich/Dick - unanimously approved.

MOTION: Move to approve the Limited Summary Appraisal.
Picinich/Markovich - unanimously approved.

MOTION: Move to approve the Phase I Environmental Site Assessment.
Picinich/Markovich - unanimously approved.

NEW BUSINESS:

1. Resolution - Building Code Advisory Board Term of Office. Ray Gilmore, Planning Director, explained that there are four memberships up for renewal on the board. He said that three current members, Mr. Hunter, Mr. Mitchell and Mr. Snodgrass have agreed to

serve another term, and Mr. Jeff Stroud has volunteered to serve for the fourth position. He recommended approval of these appointments to the Building Code Advisory Board.

MOTION: Move adoption of Resolution No. 541.
Markovich/Young - unanimously approved.

2. First Amendment to Pre-Annexation Agreement for Gig Harbor North. Mark Hoppen, City Administrator, explained that the signatories from the original pre-annexation agreement were very involved with the amendments. He explained that a public hearing would be held at the next meeting, before the passage of this agreement.

Greg Elderkin - Logan International. Mr. Elderkin said he had been working with staff but had not had a chance to read through the latest agreement. He said he looked forward to reviewing and commenting on the document at the next meeting and to finalize the agreement.

3. Boating Safety Program Agreement. Chief Mitch Barker introduced this safety program agreement that disperses funds from state vessel registration fees via Pierce County. He said that under the formula, the city would receive \$9,634.04 for the marine services operations.

MOTION: Move to authorize the approval of the Boating Safety Program Agreement.
Dick/Picinich - unanimously approved.

4. Contract for Specialized Police Services. Chief Barker explained that this agreement entered into with Pierce County and the Pierce County Sheriff's Department would allow the city to call upon specific services that are offered for a fee. He added that the services that he would anticipate may be utilized would be the K-9 services, the Methamphetamine Team, and SWAT services.

MOTION: Move to authorize the approval of the Contract for Specialized Police Services.
Markovich/Picinich - unanimously approved. Councilmember Dick abstained as an employee of Pierce County.

5. Agreement to Perform LID Administration Services. Dave Rodenbach explained that this agreement was to outsource local improvement district administrative services for the city. He gave an overview of the services such as database management, annual billings, posting penalties and answering questions. He said that it was expected to cost approximately \$780 per year until further LIDs are formed.

MOTION: Move to approve the agreement to perform LID administration services.
Dick/Owel - unanimously approved.

6. WSDOT Overhead Agreement. Dave Skinner presented this agreement from the Department of Transportation to allow the city and state to operate without charging each other overhead for such services as maintenance activities, construction inspection and plan review.

MOTION: Move to approve the proposed agreement.
Picinich/Young - unanimously approved.

7. First Reading of Ordinance - Amendment to GHMC 12.02 - Encroachment Permit. Dave Skinner presented this ordinance amending the Gig Harbor Municipal Code that addresses encroachment permits. He gave an overview of the amendments and explained that the revised language will provide one complete application process for all forms of activities that occur within the public right-of-way. This will return at the next meeting for a second reading.
8. Court Consolidation - Draft Interlocal Agreement. Carol Morris explained the process to create a Municipal Department within the District Court to address the issue of the inability to reestablish a Municipal Court for ten after it is abolished. She said that the Municipal Department would allow the city to select its judge and manage its Municipal Department if the consolidation efforts did not work satisfactorily. She said that her memo explained her comments on the interlocal agreement.

Councilmember Markovich said that this has been discussed over the last three years and that he is in favor of this important step. He explained that it is the city's obligation not to run a duplicative, costly, capital intensive service when we have the ability, within city limits, to have Pierce County provide those services. He said that he is in favor of a Municipal Department if it will help move toward consolidating the services. He added that he feels we have a competent District Court Judge system and encouraged Ms. Morris to move toward negotiation efforts.

Judge Michael Dunn - Municipal Court Judge. Judge Dunn gave an overview of his experience. He said that he had read the agreement and Carol's comments and that whatever decision Council makes would be acceptable to him. He continued to say that he was uncertain of the provision to discontinue the agreement with Pierce County after a few years. He also said he thought the city would lose the ability to have "local" prosecution, as there would be no distinction between the city and county cases or how they are handled. He concluded by saying that he is not in a position to make a recommendation, but that he would be willing to help to study the issue further. He added that he would like Council to review the case load management for the city's Municipal Court for the one year period after he took office before any decisions were made.

Mayor Wilbert spoke of her concern that the District Court Judge is an elected position and that there may be continual change. She requested that Judge Dunn review the courts' financial numbers with Dave Rodenbach to see if any savings could be determined.

Mark Hoppen pointed out that the space needs analysis for a new facility indicates that construction of a new Municipal Court is an \$876,000 undertaking. He said that efforts to go forward with a Request for Proposals for a new facility are somewhat encumbered without knowing what direction to proceed.

Councilmember Ekberg said he thought that the city should proceed with investigating the matter further. He added that he preferred this proposal over the previous one, due to the ten year concerns. He asked staff for a list of cities in the state that operate under this type of system, any cities that have dissolved their court and then gone back to a forming their own Municipal Court, and budgetary numbers relative to the savings to the citizens.

Councilmember Owel suggesting bringing this back at the second meeting in January to review the information and make a decision.

MOTION: Move to postpone this to the second meeting in January and that Council come prepared to make a decision at that time.
Owel/Ekberg - unanimously approved.

9. Contract for Services - Madsen Electric. Dave Skinner presented this contract to hook up the new back-up generator at the Wastewater Treatment Plant.

MOTION: Move to authorize the agreement for the Wastewater Treatment Plant Backup Generator Electrical Installation to Madsen Electric, for the amount of thirty-two thousand dollars and no cents (\$32,000.00) plus state sales tax.
Picinich/Young - unanimously approved.

PUBLIC COMMENT/DISCUSSION:

Jim Pasin - 3208 50th St. Ct. Mr. Pasin talked about the letter that he had sent to Council with the recommendations submitted by the Subarea Planning Committee concerning the Westside. He gave an overview of the recommendations and what had been accomplished to date. He encouraged that an effort be made to complete the items that had not been addressed such as sidewalk improvements, an LID for sewer, and park areas. He then thanked Sgt. Scott Emmett for attending their Neighborhood Association meeting to address concerns.

Mark Robinson - 7415 Stinson Ave. Mr. Robinson submitted his letter of resignation from the Planning Commission to take his seat as a newly elected City Councilmember. He thanked the Mayor for the opportunity to serve on the Planning Commission.

Charles Martin - Quail Run Mr. Martin said that he also was a member of the Westside Subarea Committee, and that his main concern was the traffic in Quail Run on Briarwood Lane. He said that he would like to see an effort to mitigate the traffic. His second concern was the new stormwater detention facility that had recently been installed by Pierce County. Dave Skinner and Mark Hoppen addressed several of Mr. Martin's concerns.

COUNCIL COMMENTS:

Mayor Wilbert announced that the *Winterfest for Birds* celebration was scheduled for Saturday, December 18th at the City Park at Crescent Creek, and invited everyone to attend. She then gave a brief overview of her three-week trip to Australia and New Zealand, and explained that she had compiled a notebook of pictures of streets, round-a-bouts, parks, bridges, flooded areas, and noxious weeds that she had seen on her travels. She invited Councilmembers to review the notebook.

Mayor Wilbert and Councilmembers thanked Nick Markovich for the many years served to his community as a City Councilmember, as this was his last meeting in that capacity.

STAFF REPORT: No verbal report given.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(i). No action will be taken after the session.

MOTION: Move to adjourn to executive session at 8:44 p.m. for approximately five minutes.
Dick/Owel - unanimously approved.

MOTION: Move to return to regular session at 8:49 p.m.
Owel/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:50 p.m.,
Picinich/Owel -- unanimously approved.

Cassette recorder utilized.
Tape 552 Side A 236 - end.
Tape 552 Side B 000 - end.
Tape 553 Side A 000 - end.
Tape 553 Side B 000 - 311.

Mayor

City Clerk

December 10, 1999



Federico Cruz-Uribe, MD, MPH
Director of Health

Governed by a local
Board of Health

- Community Based
- Competitive
- Integrated
- Preventive

♻️ Printed on 100% recycled paper
3629 South D Street
Tacoma WA 98408-6897

253/798-6500
TDD: 798-6050
800/992-2456

www.healthdept.co.pierce.wa.us

Mr. Mark Hoppen
City Administrator
3105 Judson Street
Gig Harbor, WA 98335

Dear Mr. Hoppen:

The purpose of this letter is to advise you of some changes that will be occurring at the Tacoma-Pierce County Health Department (TPCHD) after the first of the year. As you may be aware, with passage of I-695 the TPCHD was required to make some very difficult budget decisions. A loss of approximately \$4.2 million seriously impacts a number of programs. Proposed budget reductions were presented to the Board of Health on December 1, 1999, and they were approved.

One program that will be eliminated after the first of the year is the Compliance Program. The program has responded to a variety of issues in the past, including sewage complaints, garbage concerns, rodent problems, animal keeping and animal manure complaints. The TPCHD will no longer be able to respond to these types of low-risk, public health complaints. If the public contacts the TPCHD regarding these kinds of issues, they will be encouraged to work out the problem with their neighbors to the best of their ability. The TPCHD *will* respond to sewage complaints, water complaints, and larger solid waste problems.

A transition period will be occurring over the next few months. It is understood that the public has become accustomed to the TPCHD responding to a variety of complaints. Every effort will be taken to explain to the public the reductions that have occurred and the difficulties we will be facing. This will certainly be a challenge for both the public and TPCHD staff. Hopefully, enough information will be provided to allow this transition to go smoothly.

If you have any questions regarding this matter, please contact Steve Marek, Source Protection Public Health Manager, at 798-2955, or Nedda Turner, Source Protection Liaison, at 798-6462.

Sincerely,

Federico Cruz-Uribe, MD, MPH
Director of Health

FCU:cjr

December 14, 1999

RECEIVED
DEC 20 1999
CITY OF BIG HARBOR

Dear Sir/Madam:

I write to preview an important initiative for Census 2000 that the Census Bureau, in conjunction with numerous supporters, will announce early in the new year.

You need no reminding that the decennial census presents an opportunity to renew America's commitment to fairness. A complete and accurate count ensures that every person is fairly represented at all levels of government, and also that each community receives its fair share of public funds allocated on the basis of census-based formulae.

But there is more at stake in Census 2000. Here I refer to how Census 2000 can be a civic event that reverses the troubling decline in levels of civic engagement across our country. The census offers to every member of every community in America the chance to participate actively in a key "civic moment." To encourage civic participation in Census 2000, we would like to provide officials such as yourself with materials that will help you inform your constituents about the census and encourage their participation.

This effort to renew America's sense of civic engagement is called *How America Knows What America Needs*, and it has two components. The first component — '90 Plus Five — will challenge communities to increase their mail response rate in Census 2000 by at least five percentage points over their 1990 level. The second component — *Because You Count* — will encourage those who will be visited by enumerators (because they did not return their forms or because they live in areas where residents are not asked to mail in their forms) to cooperate with census takers when they come to their doors.

I will invite you to enroll your community in *How America Knows What America Needs*. In mid-January, we will send enrollment and other program information. Please have your staff watch for the January mailing.

Your participation, along with that of thousands of other leaders across the country, can make Census 2000 the inaugural civic ceremony for our nation in the new millennium.

Sincerely,

Kenneth Prewitt

Dr. Kenneth Prewitt
Director
U.S. Census Bureau



Pierce County

Public Works and Utilities

Environmental Services

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

JOHN O. TRENT, P.E.
Director

RECEIVED
DEC 21 1999
CITY OF GIG HARBOR

December 15, 1999

TO: Mayors and City/Town Administrators

FROM: Stephen C. Wamback, Pierce County Solid Waste Administrator *Stephen C. Wamback*

SUBJECT: Tacoma-Pierce County Solid Waste Management Plan

Three weeks ago, the Pierce County Solid Waste Division delivered copies of the *Preliminary Draft Tacoma-Pierce County Solid Waste Management Plan* to your City/Town Hall. We provided copies for each Mayor and Councilmember and, if you had previously requested, additional copies for staff.

Please take this opportunity to comment on the Preliminary Draft Plan. Although written comments are acceptable, the Pierce County Solid Waste Advisory Committee (SWAC) has scheduled a series of meetings in January and February to receive comments from all interested parties. In particular, I would like to extend an invitation to you to present your community's comments to the SWAC at its January 5, 2000 meeting. The SWAC is very interested in hearing the views of the County's municipal planning partners, and asked the Solid Waste Division to make an extra effort to invite city and town representatives to the January 5 meeting.

Enclosed with this memorandum is a complete listing of the public comment meetings scheduled to date. On behalf of the Division and the SWAC, we look forward to seeing you at one of these meetings.

In the meantime, if you have any questions or would like to schedule a meeting to personally discuss any aspects of the Plan, please contact either Sally Sharrard or myself.

cc: Sally Sharrard, Senior Planner, Pierce County Solid Waste Division
Greg Jacoby, Chair, Pierce County Solid Waste Advisory Committee

Cors/s01697.scw



UPCOMING OPPORTUNITIES TO PROVIDE PUBLIC COMMENT

<p>December 15, 1999 – 6:00 PM People's Plaza 9315 Gravelly Lake Drive Lakewood</p>	<p>Within its regular meeting agenda, the Solid Waste Advisory Committee (SWAC) will provide an opportunity to receive general comments from the public.</p>
<p>January 5, 2000 – 6:30 PM People's Plaza 9315 Gravelly Lake Drive Lakewood</p>	<p>These three meetings are being scheduled solely to receive comments regarding the Solid Waste Plan from citizens, municipal officials, and interested parties. Each meeting will open at 6:30 pm and will adjourn no earlier than 8 pm. If, at 8pm, there are members of the public who have not yet had an opportunity to speak, the Committee will remain in session as long as permitted by the building owners.</p>
<p>January 19, 2000 – 6:30 PM Frontier Jr High School 22110 108th Ave East Graham</p>	
<p>February 2, 2000 – 6:30 PM Pierce County Library District Administration Building 3005 112th Street (at Waller Road) Tacoma</p>	
<p>February 16, 2000 – 6:30 PM People's Plaza 9315 Gravelly Lake Drive Lakewood</p>	<p>The Committee will accept public comments at this meeting, but will also begin preparing its report to the Planning Commission and the County Council.</p>
<p>March 1, 2000 – time: tba People's Plaza 9315 Gravelly Lake Drive Lakewood</p>	<p>The Committee plans to finalize its report at this meeting. Within its regular meeting agenda, the Solid Waste Advisory Committee (SWAC) will provide an opportunity to receive general comments from the public.</p>
<p>March 2000</p>	<p>Planning Commission Public Hearing to accept comments regarding the consistency of the Solid Waste Plan with Pierce County's Comprehensive Land Use Plan.</p>
<p>Starting April 2000</p>	<p>Pierce County Council Public Hearing(s) regarding the Solid Waste Plan.</p>



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 *DRS*
SUBJECT: ROSEDALE STREET IMPROVEMENT PROJECT (F.A. PROJECT NO.
STP US-TA96 (235), CONTRACT NO. TA-0851, CSP 9800)
- CHANGE ORDERS NO. 2, 3, & 4
DATE: DECEMBER 29, 1999

INTRODUCTION/BACKGROUND

On June 14, 1999 Council authorized award of the subject construction contract to Harlow Construction Company, Incorporated. Construction started on July 12, 1999.

Change Order No. 2 is for a change that was encountered during the grading of the new roadway near the Harborview intersection. As a cost saving measure, the Contractor stockpiled native material excavated previously near Stinson Avenue. Since this material was acceptable to place as trench backfill and at a greatly reduced cost when compared to importing material, the Contractor requested to be compensated for the cost of transporting and placing the fill. Also included in this change order was the required placement of Construction Geotextile for Separation which the City directed the Contractor to use to stabilize the native material near Harborview Drive. The native material was showing signs of yielding under loading conditions.

Change Order No. 3 is for a request from the Contractor to substitute the 3-inch caliper street trees called for in the contract with a 1¾-inch caliper tree of the same species. The Contractor noted in his request that the 3-inch trees were unavailable from local nurseries.

Change Order No. 4 is a request from the Contractor to replace the concrete precast fascia in front of the soldier pile wall, the concrete retaining walls at residences 3620 and 3702 Rosedale Street, and the rock wall at 12+56 to 14+00 Lt. with a Keystone Block Wall. The net increase in cost of this change order is the difference in price of the Keystone Block Wall versus the rock wall.

Council approval is requested to execute Change Orders No. 2, 3, and 4 as outlined above.

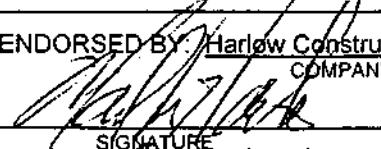
POLICY/FISCAL CONSIDERATIONS

These change orders are necessary to facilitate the construction of the Rosedale Street Project and each change represent either a cost savings measure or property improvement suggested by the Contract in good faith. Each change was reviewed by the construction inspector and the project engineer and found to be accurate and beneficial. The combined change orders will increase the contract amount by \$10,213.00. Sufficient funds are available.

RECOMMENDATION

I recommend Council authorize execution of Change Orders No. 2, 3, and 4 for the Rosedale Street Improvement Project (F.A. No. STP US-TA96(235), Contract No. TA-0851, CSP 9800) in the amount of ten thousand two hundred thirteen dollars and no cents (\$10,213.00).

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 2</u>	CHANGE ORDER	Change Order Number <u>2</u>
Date <u>9/16/99</u>		
<input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	<u>Rosedale Street Improvement Project</u> CONTRACT NO.: <u>TA-0851</u> FEDERAL AID NO.: <u>STP US-TA96 (235)</u>	
ENDORSED BY: <u>Harlow Construction Co., Inc.</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>9-23-99</u> <small>DATE</small> TITLE: <u>President</u>	TO: <u>Harlow Construction Co., Inc.</u> <u>3057 Soundview Court</u> <u>Gig Harbor, WA. 98335</u>	
Consent Given by Surety (When required): BY: _____ DATE _____ <small>ATTORNEY IN-FACT</small>		

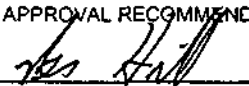
DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR BY VERBAL APPROVAL BY THE ENGINEER HAS PERFORMED THE FOLLOWING WORK AS DISCRIBED BY THIS CHANGE ORDER:

Insert new Bid Item "81" : The Unit Contract price per cubic yard for "Native Trench Backfill Incl. Haul" shall be full pay for hauling backfill and compacting storm sewer trench with approved native material obtained from various locations within the project limits.

Insert new Bid Item "82" - "Construction Geotextile for Separation" per Square Yard.

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

ORIGINAL CONTRACT AMOUNT \$ <u>1,237,570.20</u>	CURRENT CONTRACT AMOUNT \$ <u>1,245,530.20</u>	NET CHANGE THIS ORDER \$ <u>5,805.00</u>	CONTRACT TOTAL AFTER CHANGE \$ <u>1,251,335.20</u>
<input type="checkbox"/> APPROVAL RECOMMENDED:  <small>PUBLIC WORKS DIRECTOR</small>	<input checked="" type="checkbox"/> APPROVED: <u>9/20/99</u> <small>DATE</small>	<input type="checkbox"/> APPROVAL RECOMMENDED:	<input type="checkbox"/> APPROVED: <small>CITY ADMINISTRATOR</small> <small>DATE</small>
<input type="checkbox"/> APPROVED: _____ DATE: _____ <small>MAYOR</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.

Rosedale Street Improvement Project
Contract No.: TA-0851
Federal Aid Project No.: STP US-TA96 (235)
Change Order No. 2

SCHEDULE A: STREET & STORM DRAINAGE IMPROVEMENTS

Bid Item No.	Description	Previous Contract Quantity	Unit Price	Previous Contract Amount	Quantity Increase or <Decrease>	Amount of Increase or <Decrease>
81	Native Trench Backfill Incl. Haul	0 CY	\$6.74	\$0	445.10	\$3,000.00
82	Construction Geotextile for Separation	0 SY	\$2.55	\$0	1100	\$2,805.00
Subtotal (Schedule A)						\$5,805.00
Sales Tax @ 0.0% (WA State Revenue Rule 171)						\$ 0.00
Total Cost (Schedule A)						\$5,805.00

Rosedale Street Improvement Project
Contract No.: TA-0851
Federal Aid Project No.: STP US-TA96 (235)
Change Order No. 2

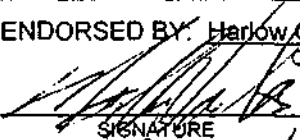
"Native Trench Backfill Incl. Haul"

- As directed by the Engineer the Contractor stockpiled approved native material from the excavation at the west end of Rosedale Street. Upon direction from the Engineer the Contractor then hauled, backfilled, and compacted the native material into storm water trenches at the east end of the project. The Contractor had previously excavated unsuitable soil from the trenches, which required the use of the native material from the west end of the project.

"Construction Geotextile for Separation"

- As directed by the engineer the contractor placed Construction Geotextile under the Crushed Surfacing Base Course for Separation of the materials and Stabilization of the underlying native material.

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 2</u>	CHANGE ORDER	Change Order Number <u>3</u>
Date <u>9/28/99</u>	<u>Rosedale Street Improvement Project</u>	
<input type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input checked="" type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	CONTRACT NO.: <u>TA-0851</u> FEDERAL AID NO.: <u>STP US-TA96 (235)</u>	
ENDORSED BY: <u>Harlow Construction Co., Inc.</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>9-29-99</u> <small>DATE</small> TITLE: <u>President</u>	TO: <u>Harlow Construction Co., Inc.</u> <u>3057 Soundview Court</u> <u>Gig Harbor, WA. 98335</u>	
Consent Given by Surety (When required): BY: _____ DATE _____ <small>ATTORNEY IN-FACT</small> <small>DATE</small>		

DESCRIPTION OF WORK

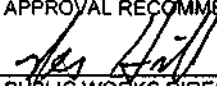
THE CONTRACTOR / VENDOR SHALL PERFORM THE FOLLOWING UPON RECEIPT OF AN APPROVED COPY OF THIS CHANGE ORDER:

- Modify Bid Item #46 "PSIPE StyraX Japonica"

Replace forty nine (49) - 3" Cal. StyraX Japonica Street Trees with 1 1/4" Cal. StyraX Japonica Street Trees.

The Contractor must stake all trees as described in the Standard Specifications.

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

ORIGINAL CONTRACT AMOUNT \$ <u>1,237,570.20</u>	CURRENT CONTRACT AMOUNT \$ <u>1,251,335.20</u>	NET CHANGE THIS ORDER \$ <u><6,027.00></u>	CONTRACT TOTAL AFTER CHANGE \$ <u>1,245,308.20</u>
<input type="checkbox"/> APPROVAL RECOMMENDED:  <small>PUBLIC WORKS DIRECTOR</small>	<input checked="" type="checkbox"/> APPROVED: <u>9/29/99</u> <small>DATE</small>	<input type="checkbox"/> APPROVAL RECOMMENDED: _____ <small>CITY ADMINISTRATOR</small>	<input type="checkbox"/> APPROVED: _____ <small>DATE</small>
<input type="checkbox"/> APPROVED: _____ <small>MAYOR</small>		DATE: _____	

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.

Rosedale Street Improvement Project
 Contract No.: TA-0851
 Federal Aid Project No.: STP US-TA96 (235)
 Change Order No. 3

SCHEDULE A: STREET & STORM DRAINAGE IMPROVEMENTS

Bid Item No.	Description	Previous Contract Quantity	Unit Price	Previous Contract Amount	Quantity Increase or <Decrease>	Amount of Increase or <Decrease>
46	PSIPE Styrax Japonica (3" Cal.)	49 EA	\$365.00	\$17,885.00	<49>	<\$17,885.0>
46	PSIPE Styrax Japonica (1.75" Cal.)	0 EA	\$242.00	\$11,858.00	49	\$11,858.00
Subtotal (Schedule A)						\$<6,027.00>
Sales Tax @ 0.0% (WA State Revenue Rule 171)						\$ 0.00
Total Cost (Schedule A)						\$<6,027.00>



Harlow Construction Co. Inc.

3057 SOUNDVIEW COURT • GIG HARBOR, WA 98335
253-851-2287 Fax 253-858-4886

SEPTEMBER 27, 1999

205/032
RECEIVED

CITY OF GIG HARBOR
3105 JUDSON STREET
GIG HARBOR, WA 98335

SEP 27 1999

CITY OF GIG HARBOR
PUBLIC WORKS DEPT.

RE: ROSEDALE STREET IMPROVEMENTS PROJECT, CONTRACT NO. TA-0851

ATTN: DAVID R SKINNER, P.E.

THE 3" CAL STREET TREES HAVE ROOT BALLS TOO LARGE TO FIT INTO THE
PLANTER AREAS. I REQUEST THAT THE TREE SIZE BE REDUCED AND OFFER
THE FOLLOWING CREDITS.

SUPPLY AND INSTALL 2" CAL STYRAX JAPONICA \$269.00 EACH

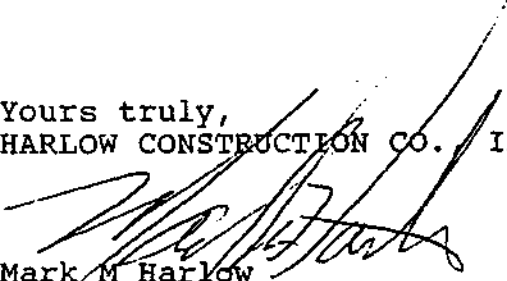
SUPPLY AND INSTALL 1-3/4" CAL STYRAX JAPONICA \$242.00 EACH

BID PRICE ON 3" CAL STYRAX JAPONICA \$365.00 EACH

CREDIT TO CONTRACT IF 2" CAL TREES ARE USED 49 X \$96.00 = \$4,704.00

CREDIT TO CONTRACT IF 1-3/4" TREES ARE USED 49 X 123.00 = \$6,027.00

Yours truly,
HARLOW CONSTRUCTION CO. INC.


Mark M Harlow

CITY OF GIG HARBOR
PUBLIC WORKS DEPARTMENT

Sheet <u>1 of 2</u> Date <u>12/17/99</u>	CHANGE ORDER	Change Order Number <u>4</u>
<input checked="" type="checkbox"/> ORDERED BY ENGINEER/CITY UNDER TERMS OF SECTION 1-04.4 OF THE STANDARD SPECIFICATIONS. <input type="checkbox"/> CHANGE PROPOSED BY CONTRACTOR. <input type="checkbox"/> OTHER: CHANGE MUTUALLY AGREED BETWEEN THE CITY AND THE VENDOR.	<u>Rosedale Street Improvement Project</u> CONTRACT NO.: <u>TA-0851</u> FEDERAL AID NO.: <u>STP US-TA96 (235)</u>	
ENDORSED BY: <u>Harlow Construction Co., Inc.</u> <i>[Signature]</i> SIGNATURE <u>12-20-99</u> DATE TITLE: <u>President</u>	TO: <u>Harlow Construction Co., Inc.</u> <u>3057 Soundview Court</u> <u>Gig Harbor, WA. 98335</u>	
Consent Given by Surety (When required): BY: _____ ATTORNEY IN-FACT DATE		

DESCRIPTION OF WORK

THE CONTRACTOR / VENDOR BY VERBAL APPROVAL BY THE ENGINEER HAS PERFORMED THE FOLLOWING WORK AS DISCRIBED BY THIS CHANGE ORDER:

- Change the concrete fascia along the soldier pile wall to Keystone Block Wall
- Change the concrete wall at residence #3620 to Keystone Block Wall
- Add additional Keystone Block Wall at various locations as required for slope stabilization.
 - Res. #3620
 - Res. #3702
- Change Rock Wall to Keystone Block Wall at 12+56 to 14+00 Lt.

All changes are as shown on the revised plan sheets 11,12,13,14, and 15 of 50, attached.
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>1,237,570.20</u>	\$ <u>1,245,308.20</u>	\$ <u>10,435.00</u>	\$ <u>1,255,743.20</u>
<input checked="" type="checkbox"/> APPROVAL RECOMMENDED: <i>[Signature]</i> PUBLIC WORKS DIRECTOR	<input type="checkbox"/> APPROVED: <u>1/4/00</u> DATE	<input type="checkbox"/> APPROVAL RECOMMENDED:	<input type="checkbox"/> APPROVED: DATE
<input type="checkbox"/> APPROVED: _____ MAYOR	DATE: _____		

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.

Rosedale Street Improvement Project
Contract No.: TA-0851
Federal Aid Project No.: STP US-TA96 (235)
Change Order No. 4

SCHEDULE A: STREET & STORM DRAINAGE IMPROVEMENTS

Bid Item No.	Description	Previous Contract Quantity	Unit Price	Previous Contract Amount	Quantity Increase or <Decrease>	Amount of Increase or <Decrease>
72	Rock Wall	2300 SF	\$10.00	\$23,000.00	<347>	<\$3,470.00>
79	Concrete Retaining Wall	90 SF	\$35.00	\$3,150.00	<90>	<\$3,150.00>
121	Keystone Block Wall	1137 SF	\$15.00	\$0.00	1137	\$17,055.00
Subtotal (Schedule A)						\$10,435.00
Sales Tax @ 0.0% (WA State Revenue Rule 171)						\$ 0.00
Total Cost (Schedule A)						\$10,435.00

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20000331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 PARK, JOHN M PARK, WAN CHA	HARBOR ARCO AM/PM MART 5119 OLYMPIC DR W GIG HARBOR WA 98335 0000	080805	GROCERY STORE - BEER/WINE
2 GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	GROCERY STORE - BEER/WINE
3 DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WN REST LOUNGE +

RECEIVED

JAN 5 - 2000

CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on MARCH 31, 2000. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and MARCH 31, 2000, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor
License Division
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR

RECEIVED

JAN 3 - 2000

CITY OF GIG HARBOR

WA 983350000



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *mh*
**SUBJECT: FIRST AMENDMENT TO PRE-ANNEXATION AGREEMENT
FOR GIG HARBOR NORTH**
DATE: JANUARY 6, 1999

INFORMATION/BACKGROUND

Carol Morris has crafted this First Amendment to the Pre-annexation Agreement for Gig Harbor North in order to facilitate the connection to 25,000 gallons per day of existing city water storage for development attributable to properties owned by Logan International Corporation and identified on Exhibit 'B' of the attached agreement. This is the second reading of this amendment, which follows a public hearing held earlier in the Council Meeting.

POLICY CONSIDERATIONS

Logan will be responsible for building water transmission facilities in the area and will be assured by this agreement that 25,000 gallons per day of water storage capacity is available prior to construction of Gig Harbor North water storage facilities as required in the pre-annexation agreement.

RECOMMENDATION

Staff recommends that Council approve this amendment after this second reading of the amendment, provided that no substantial alterations are required.

**FIRST AMENDMENT TO PREANNEXATION AGREEMENT
FOR GIG HARBOR NORTH**

THIS FIRST AMENDMENT to the Preannexation Agreement is made and entered into this ___ day of January, 2000, by and between the City of Gig Harbor, a non-charter, optional municipal code city organized under the laws of the State of Washington (hereinafter the "City"); Pope Resources, a Delaware Limited Partnership (hereinafter "Pope"); Tucci & Sons, Inc., a Washington corporation (hereinafter "Tucci"); and Logan International Corporation, a Washington corporation (hereinafter "Logan"). Pope, Tucci and Logan are also referred to collectively as the "Owners."

WHEREAS, the parties entered into the Preannexation Agreement on September 23, 1996, which was recorded under Pierce County Auditor's Number 970404094, (hereinafter the "Preannexation Agreement"); and

WHEREAS, Logan agrees to pay an one time operational water storage commitment payment of \$.02 dollar per gallon of storage requested for a total payment of \$500.00, and

NOW, THEREFORE, in consideration of the above promises and the mutual covenants and agreements contained herein, as well as other valuable consideration, receipt of which is hereby acknowledged, the parties hereby agree as follows:

Section 1. Effect of this First Amendment. This First Amendment modifies the Preannexation Agreement only as set forth in Section 2 herein. None of the remaining provisions of the Preannexation Agreement are affected or modified by this First Amendment, and the Preannexation Agreement shall remain in full force and effect.

Section 2. Amendment to Section 3(A)(i) of the Preannexation Agreement. Section 3(A)(i) of the Preannexation Agreement shall be amended as follows:

- 3. Public Facilities
 - A. Water Transmission Main and Storage Tank.
 - (i) The owners agree to provide water storage and transmission facilities sufficient in size and design to accommodate the demands of development of the property. The City agrees to provide, consistent with its regulations and ordinances in place at the time of demand, water supply and water facilities which, in conjunction with these facilities provided by the Owner, will be

sufficient to serve the Property. Construction of water transmission and storage facilities as necessary to serve the development on the Property, or the portion of the Property actually proposed to be developed from time shall occur before issuance of any building permit for the Property, or portion thereof.

- (ii) The City agrees that Logan can apply to the City for building permits requiring 25,000 per day of water storage prior to the time that the entire facilities described in subsection (i) are constructed. Logan agrees to accept as a condition to the issuance of the permit the obligation to construct the facilities described in Exhibit A to this First Amendment on or before the sixth year anniversary date of the execution of this Agreement. If the permit does not issue for any reason, including without limitation Logan's decision to abandon or defer the project, Logan shall have no obligation to construct the facilities described in Exhibit A pursuant to this subsection (ii) and Logan's obligations shall remain as set forth in subsection (i) above. If Logan constructs the facilities described in Exhibit A as set forth in this subsection (ii), the City agrees to provide to the Logan property 25,000 gallons per day of existing City water storage under the terms of this First Amendment. This existing 25,000 gallons of water per day to be provided by the City is operational storage, as identified in the City's Comprehensive Plan.
- (iii) If Logan constructs the facilities described in Exhibit A as set forth in subsection (ii) above, the City agrees to release Logan from and accept Pope's commitment to assume Logan's obligation under the Preannexation Agreement to construct the water facilities described in subsection 3(A)(i) above. Pope agrees to that upon completion of Logan's construction of the facilities described in Exhibit A to this First Amendment, Pope will assume Logan's obligations in subsection 3(A)(i) above, and hold Logan harmless from any further obligation under the Preannexation Agreement to construct the facilities described in subsection 3(A)(i).

The remainder of Section 3 shall remain in full force and effect.

Section 3. The Property subject to the First Amendment is the Logan Property, legally described in Exhibit B, attached hereto and incorporated herein by this

reference.

Section 4. This First Amendment, read together with the Preannexation Agreement (and all exhibits incorporated therein), 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 fourth herein.

Section 5. This First Amendment shall be filed for recording with the Pierce County Auditor's Office at the expense of the Owners, and shall constitute a covenant running with the land described in Exhibit B. The First Amendment shall be binding on the parties, their heirs, assigns and legal representatives.

Section 6. If any provision of this First Amendment is determined to be invalid by a court of competent jurisdiction, the remainder of the First Amendment or the Preannexation Agreement shall not be affected.

Dated: _____

Dated: _____

CITY OF GIG HARBOR

LOGAN INTERNATIONAL CORP.

By _____
Mayor

By: _____
Its _____

Dated: _____

Dated: _____

POPE RESOURCES, INC.

TUCCI & SONS, INC.

By _____

By _____

Its _____

Its _____

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 she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: _____

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

EXHIBIT A

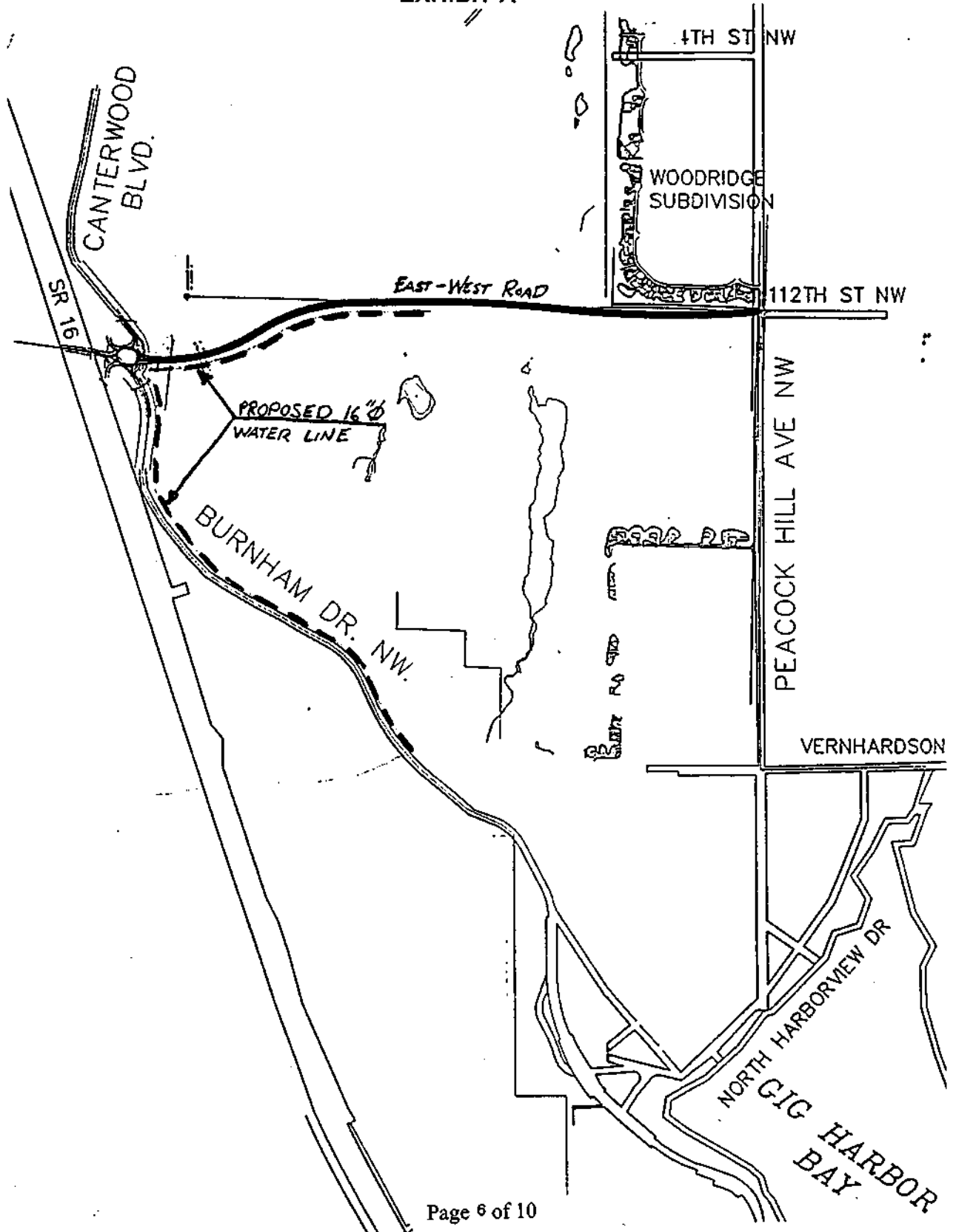


EXHIBIT 'B'

LEGAL DESCRIPTION FOR
LOGAN INTERNATIONAL CORP.

GIG HARBOR 12 ACRES

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT PRIMARY STATE HIGHWAY NO 14.

ALSO EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON FOR STATE ROAD NO. 16 MP 8.34 TO MP 18.87 NARROWS BRIDGE TO OLYMPIC DRIVE, AS DESCRIBED IN DEED RECORDED UNDER AUDITOR'S NO. 2397369.

ALSO EXCEPT GIG HARBOR - LONG BRANCH - PURDY - KITSAP COUNTY ROAD. ALSO EXCEPT SEHMEL COUNTY ROAD.

IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 34 ACRES

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

PARCEL "A":

THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THAT PORTION THEREOF CONVEYED TO THE CITY OF TACOMA FOR POWER TRANSMISSION LINE BY WARRANTY DEED RECORDED AUGUST 13, 1923 UNDER AUDITOR'S NO. 678953.

PARCEL "B":

THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST

QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE EAST HALF OF THE EAST HALF THEREOF.

ALSO EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EAST ON THE NORTH LINE THEREOF, A DISTANCE OF 54 FEET; THENCE SOUTH 14 049' EAST ON THE EAST LINE OF THAT CERTAIN PROPERTY CONVEYED TO THE CITY OF TACOMA BY WARRANTY DEED RECORDED JULY 14, 1923 UNDER AUDITOR'S NO. 675775, A DISTANCE OF 679 FEET TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 31; THENCE WEST ON SAID SOUTH LINE, A DISTANCE OF 238 FEET TO THE WEST LINE OF SAID SECTION 31; THENCE NORTH ON SAID WEST LINE 666 FEET TO THE POINT OF BEGINNING.

PARCEL "C":

THE EAST HALF OF THE NORTHEAST QUARTER OF GOVERNMENT LOT 1 IN SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

GIG HARBOR 56.6 ACRES

PARCEL "A":

THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

EXCEPT THE FOLLOWING DESCRIBED PROPERTY:

BEGINNING AT THE SOUTHWEST CORNER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, RUN THENCE NORTH ON SECTION LINE 792 FEET; THENCE SOUTH 14049' EAST 819 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 30; THENCE WEST ALONG THE SAME, 209 FEET TO THE POINT OF BEGINNING,

CONVEYED TO THE CITY OF TACOMA, BY DEED RECORDED UNDER AUDITOR'S NO. 675729, RECORDS OF PIERCE COUNTY, WASHINGTON.

PARCEL "B".

THE WEST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.

PARCEL "C":

THE EAST HALF OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, IN PIERCE COUNTY, WASHINGTON.



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: SECOND READING OF ORDINANCE
- **AMENDMENT TO CHAPTER 12.02 GHMC**
- **ENCROACHMENT PERMIT**
DATE: JANUARY 5, 2000

INTRODUCTION/BACKGROUND

The City currently has two defined permits for activities within the City's right-of-way. The first is the Right of Way Use Permit, as defined in Chapter 12.02 of the Gig Harbor Municipal Code (GHMC), "no person shall use any public right-of-way, street, sidewalk, or other public place without a right-of-way use permit. The term "use" means to construct, erect, place or maintain in, on, over or under any public right-of-way, street, sidewalk or other similar public place, any fence and scaffolding or objects for commercial use."

The second permit as defined in the Public Works Standards, Section 1.080-B-3 Encroachment Permit, is required for any work within the right-of-way, such work may include utilities work, lane closures, driveways, curbs, sidewalks, and haul routes. Permission to temporarily close a street or a portion thereof for construction activities or special events is obtained through an Encroachment Permit.

Because the current definition of the existing Right-of-Way Use Permit limits the use to only those activities for commercial use, it is recommended that the City amend Chapter 12.02 of the GHMC to conform to the Encroachment Permit as defined in the Public Works Standards. The revised section will provide the City with one complete application process for all forms of activities that occur within the public rights-of-way.

POLICY CONSIDERATIONS

The Public Works Department has created an Encroachment Permit Application form for applicants requesting authorization to perform any work within the public right-of-way.

FISCAL CONSIDERATIONS

The fees collected for the processing of this permit will offset the administrative costs associated with the review of the permit.

RECOMMENDATION

I recommend that the proposed ordinance, as presented or as amended, be approved by the City Council at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PRIVATE USES OF PUBLIC STREETS, ROADS AND RIGHTS-OF-WAY, CHANGING THE NAME OF THE PERMIT GRANTED BY THE CITY FOR SUCH PRIVATE USES FROM "RIGHT-OF-WAY USE PERMIT" TO "ENCROACHMENT PERMIT," CLARIFYING THE PROCEDURES FOR REVOCATION TO ALLOW THE PUBLIC WORKS DIRECTOR TO REVOKE AN ENCROACHMENT PERMIT UPON 30 DAYS' NOTICE TO THE PERMITEE IN SITUATIONS WHERE THE PUBLIC STREET, ROAD AND/OR RIGHT-OF-WAY IS NEEDED FOR A PUBLIC USE; ELIMINATING AN EXPIRED TIME FRAME FOR PROPERTY OWNERS TO OBTAIN ENCROACHMENT PERMITS BEFORE 1997; AND DESCRIBING THE CITY'S ALTERNATE REMEDIES FOR ENFORCEMENT; AMENDING SECTIONS 12.02.010, 12.02.020, 12.02.030, 12.02.040, 12.02.050 AND 12.02.070 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City desires to change the name of the permit granted under Chapter 12.02 of the Gig Harbor Municipal Code from a "right-of-way use permit" to an "encroachment permit"; and

WHEREAS, the current code provision on the subject of revocation of this permit upon 30 days' notice contains a typo; and

WHEREAS, Section 12.02.070 GHMC contains a deadline for property owners to apply for encroachment permits prior to 1997 and is no longer needed; and

WHEREAS, Section 12.02.050 should state that the City has alternate remedies for enforcement, including, but not limited to, abatement of a nuisance;

NOW, THEREFORE, the City Council of the City of Gig Harbor, Washington, DO ORDAIN as follows:

Section 1. Section 12.02.010 of the City of Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.010 Permit Required. No person shall use any public right of way, street, sidewalk, or other public place without a right of way use permit. The term "use" means to construct, erect, place or maintain in, on, over or under any public right of way, street, sidewalk or other similar public place, any fence, and scaffolding or objects for commercial uses. Before any person, firm or corporation shall commence or permit any other person, firm or corporation to commence any work to grade, pave, level, alter, construct, repair, remove, excavate or place any pavement, sidewalk, crosswalk, curb, driveway, gutter, drain, sewer, water, conduit, tank, vault, street banner or any other structure, utility or improvement located over, under or upon any public right-of-way or easement in the City of Gig Harbor, or place any structure, building, barricade, material, earth, gravel, rock, debris or any other material or thing tending to obstruct, damage, disturb, occupy, or interfere with the free use thereof or any improvement situated therein, or cause a dangerous condition, an Encroachment Permit shall be obtained. A separate permit shall be obtained for each separate project.

In the case of work contracted for by the Department of Public Works, the signing of the contract shall constitute an Encroachment Permit.

Section 2. Section 12.02.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.020 Applications. Application shall be made to the Director of Public Works on a format as prescribed and provided by said Director. The application shall contain such information as the Director deems necessary, including but not limited to evidence that the applicant is either the owner or entitled to possession of the property adjoining the public right-of-way or place sought to be used, and a full and complete description of the use to be made of the public right-of-way or place by the applicant and the duration of such proposed use. The decision to issue or not issue an encroachment right-of-way use permit, as authorized under this chapter, shall be at the sole discretion of the City. This ordinance shall in no way be construed as granting or creating a right in any applicant to obtain an encroachment right-of-way use permit. An application fee shall be paid at the time of filing of the application with the City. The fee shall be in such amount as established from time to time by the City Council, by ordinance, or by resolution.

Section 3. Section 12.02.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.030 Issuance of Permit. All permits shall be issued by the Director of Public Works, or the Director's designee. The permit is not subject to the requirements in Title 19 GHMC, and may be issued to the applicant if all requirements deemed relevant by the Director of Public Works are met. Requirements shall include, but are not limited, to the following:

* * *

E. During all periods of use for encroachment temporary and commercial permits, the applicant shall maintain public liability and property damage insurance acceptable to the City and/or other insurance necessary to protect the public and the City on premises to be used unless waived by the Director of Public Works. The limits of said insurance shall be established by the Director of Public Works. A certificate evidencing the existence of said insurance or, upon written request of the Director of Public Works, a duplicate copy of the policy shall be provided to the City as evidence of the existence of the insurance protection. Said insurance shall not be cancelable or reduced without prior written notice to the City, not less than thirty (30) days in advance of the cancellation or alteration. Said insurance shall name the City as a named or additional insured and shall be primary as to any other insurance available to the City.

* * *

Section 4. Section 12.02.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.040 Term of Permit Notwithstanding the provisions of Section 12.02.050 - Revocation, Right-of-Way Use Encroachment permits shall be issued for varying terms, at

the discretion of the Director of Public Works and as generally set forth below:

- A. ~~Right of Way Encroachment - Residential~~ issued for construction of any fence or retaining wall ~~shall be~~ are valid indefinitely unless revoked under Section 12.02.050. Any other non-commercial use of the public right-of-way will require an Right of Way Encroachment permit issued under the same terms as described under ~~Right of Way Encroachment~~ Permit - Commercial (paragraph B.)
- B. Right of Way Encroachment Permit - Commercial issued for any use of the right-of-way (as defined in Section 12.02.010) in connection with the operation of a business in the City of Gig Harbor, ~~shall be~~ are valid for a period of twelve months from the date of approval. Property owners may make application to renew the ~~Right of Way encroachment~~ permit upon permit expiration.
- C. Right of Way Encroachment Permit - Temporary issued to property owners for uses of the right-of-way of a temporary nature and which involves the obstruction of a portion of a public sidewalk or other walkway, ~~shall be~~ are valid issued for a period not to exceed thirty (30) days. Property owners may make application to renew the ~~Right of Way encroachment~~ permit upon expiration.

Section 5 Section 12.02.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.02.050 Revocation.

- A. All permits issued pursuant to this chapter shall be temporary, shall vest no permanent right in the applicant, and may be revoked by the Director of Public Works as follows: upon the occurrence of any of the following
 - 1. Immediate revocation in the event of a violation of any of the terms and conditions of the permit;
 - 2. Immediate revocation, in the event such use, structure or obstruction becomes, for any reason, dangerous ~~or any structure or obstruction permitted becomes~~ insecure or unsafe;
 - 3. Upon thirty (30) days notice if the permit is ~~not otherwise for a specified period of time revoked for any reason and is not covered~~ that is not covered by the preceding subsections, including, but not limited to, the City's desire to make public use of the road, street, public right-of-way or other public place subject to an existing permit.
- B. If any use or occupancy for which the permit has been revoked is not immediately discontinued, the Director of Public Works may remove any such structure or obstruction or cause to be made to such repairs upon the structure or obstruction as may be necessary to render the same secure and safe, the cost and expense of which shall be assessed against the permittee, including all fees, costs, and expenses incurred, including attorneys fees associated with the enforcement of or collection of the same. The City may enforce this

chapter in any manner provided by law, including the abatement of public nuisances.

Section 6. Section 12.02.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

Section 12.02.070 Existing Uses.

~~An right-of-way encroachment permit will be required for any existing use of any public right-of-way, street, sidewalk, or other public place. The owner or person entitled to possession of commercial property adjoining the public right of way that is responsible for the existing use must make application for the appropriate right of way permit within 90 days of the effective date of the ordinance codified in this chapter in order to continue this use. Residential owners must obtain a permit within 730 days. Owners seeking a temporary use of city right-of-way must obtain a permit before the use begins.~~

Section 7. 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 8. This ordinance shall take effect and be in full force five days after publication of an approved summary, which is attached hereto.

Gretchen A. Wilbert, Mayor

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

BY: _____
Carol A. Morris

ATTEST:

BY: _____
Molly Towslee, City Clerk

Filed with City Clerk:
Passed by City Council:
Date Published:
Date Effective:

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

On _____, 1999, 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, WASHINGTON, RELATING TO PRIVATE USES OF PUBLIC STREETS, ROADS AND RIGHTS-OF-WAY, CHANGING THE NAME OF THE PERMIT GRANTED BY THE CITY FOR SUCH PRIVATE USES FROM "RIGHT-OF-WAY USE PERMIT" TO "ENCROACHMENT PERMIT," CLARIFYING THE PROCEDURES FOR REVOCATION TO ALLOW THE PUBLIC WORKS DIRECTOR TO REVOKE AN ENCROACHMENT PERMIT UPON 30 DAYS' NOTICE TO THE PERMITEE IN SITUATIONS WHERE THE PUBLIC STREET, ROAD AND/OR RIGHT-OF-WAY IS NEEDED FOR A PUBLIC USE; ELIMINATING AN EXPIRED TIME FRAME FOR PROPERTY OWNERS TO OBTAIN ENCROACHMENT PERMITS BEFORE 1997; AND DESCRIBING THE CITY'S ALTERNATE REMEDIES FOR ENFORCEMENT; AMENDING SECTIONS 12.02.010, 12.02.020, 12.02.030, 12.02.040, 12.02.050 AND 12.02.070 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 _____, 1999.

BY: _____
Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY/BINGHAM
DATE: JANUARY 6, 1999

INFORMATION/BACKGROUND

Carol Morris has crafted this agreement for dedication of right-of-way with the Bingham family. The agreement provides for both temporary and permanent easement for construction of the East-West Road adjacent to and including a portion of the Bingham property.

POLICY CONSIDERATIONS

This agreement is consistent with the terms of the city's pre-annexation agreement with Gig Harbor North property owners. The agreement reserves 3.2% of roadway capacity in the initial two-lane roadway facility for this property in return for easement. (In the pre-annexation agreement, which involves other parties, limited reservation of the two-lane roadway capacity was granted in return for the agreement to annex.) This agreement only involves the Bingham family and the City of Gig Harbor.

RECOMMENDATION

Staff recommends that Council motion to approve the Mayor to sign this agreement, with such amendments to the document as may be recommended by Legal Counsel.

**AGREEMENT FOR DEDICATION
OF RIGHT-OF-WAY TO
THE CITY OF GIG HARBOR**

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____, _____, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Bingham Family, (hereinafter the "Binghams,") 10306 NE 10th St. Suite 110, Bellevue, Washington 98004.

RECITALS

WHEREAS, the Binghams are the legal owners of certain real property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City desires to obtain a temporary and perpetual easement for the construction, reconstruction, operation and maintenance of a road commonly known as the Swede Hill Corridor (hereinafter the "Roadway") over a portion of the Property in the area shown on Exhibit B, which is attached hereto and incorporated herein by this reference; and

WHEREAS, the Binghams have agreed to convey a temporary easement during the construction of the road way and to convey a perpetual right-of-way easement to the City for the purposes described above, in exchange for the consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and the Binghams agree as follows:

T E R M S

Section 1. Warranty. The Binghams warrant that they are the owners of fee title to the Property described in Exhibit A and that they have the ability to convey the easements described in this Agreement to the City.

Section 2. Consideration. In consideration of the Binghams' conveyance of the easements described in this Agreement, the City agrees to reserve 3.2% of the capacity of the Roadway for development on the Property until January 1, 2006. The Binghams shall exercise this capacity reservation as set forth in the City's Concurrency Ordinance, Chapter 19.10 of the Gig Harbor Municipal Code. Application of this capacity reservation to a development proposal shall be governed by the City's Concurrency Ordinance, and nothing in this Agreement allows the City or the Binghams to waive any provision in the Concurrency Ordinance with the exception of Section 19.10.014, which provides for the expiration of a capacity reservation at the time the underlying development application expires. Under the terms of this Agreement, the capacity reserved to the Binghams will expire and be of no force and effect on January 1, 2006, if the Binghams have not submitted an application for development to the City during this period of time, or if such application is not approved.

The Bingham's' failure to submit a development application to the City in order to exercise their right to reserved capacity as described in this Section by January 1, 2006, and the resulting expiration of such capacity for the Bingham's shall have no effect on their conveyance of the easements described in this Agreement. All of the City's rights under this Agreement shall vest immediately upon execution of this Agreement by both parties.

Section 3. Temporary Non-Exclusive Easement. The Bingham's hereby grant a temporary, nonexclusive easement for purposes necessarily and reasonably related to the construction of a five lane roadway facility commonly known as the East-West Roadway, across, along, in, upon, under and over the Bingham's' property as depicted in a map attached hereto and incorporated herein as Exhibit C. Said easement shall commence on the date of execution of this instrument and shall terminate on the date of construction of the five lane East-West Roadway is completed.

Section 4. Perpetual Easement. The Bingham's grant, convey and quit claim to the City and Pierce County an exclusive perpetual easement over, under, through and across the Property for the purpose of constructing, reconstructing, operating, maintaining and repairing the Roadway, together with all related facilities, and together with the nonexclusive right of ingress to and egress from said portion of the Property for the foregoing purposes (hereinafter the "Perpetual Easement"). The Perpetual Easement shall be located on the following portion of the Property legally described on Exhibit B:

See Exhibit 'D'

Section 5. Terms and Conditions. The Temporary and Perpetual Easements are subject to and conditioned upon the following terms and covenants, which both parties agree to faithfully observe and perform:

A. The City shall, upon completion of any work within the Property covered by the Temporary Easement, restore the surface of the Easement and any private improvements disturbed by the City's work during the execution of the Roadway construction, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City.

B. During and after construction of the Roadway, the Bingham's shall not retain the right to use the portion of the Property subject to the Perpetual Easement.

C. During Roadway construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with the Bingham's use of the Property.

Section 6. Agreement to Run with the Property. This Agreement shall be recorded against the Property in the records of the Pierce County Auditor. The promises, rights and duties contained herein shall run with the Property described in Exhibit A and shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, assigns, successors,

heirs, beneficiaries and devisees.

Section 7. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Washington. Venue for any litigation arising out of this Agreement shall be in the Pierce County Superior Court or the U.S. District Court of Washington.

Section 8. Severability. If any provision of this Agreement is declared unconstitutional by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by Washington law.

Section 9. Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expert witness fees.

Section 10. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire understanding and agreement of the parties. There are no other agreements, verbal or otherwise, which modify or affect this Agreement. Any subsequent modification or amendment shall be in writing and signed by all parties hereto.

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

CITY OF GIG HARBOR

BINGHAM FAMILY

By _____
Its Mayor

By _____
Its _____

ATTEST:

By _____
City Clerk

APPROVED AS TO FORM:

By _____
City Attorney

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

Dated: _____

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

EXHIBIT A

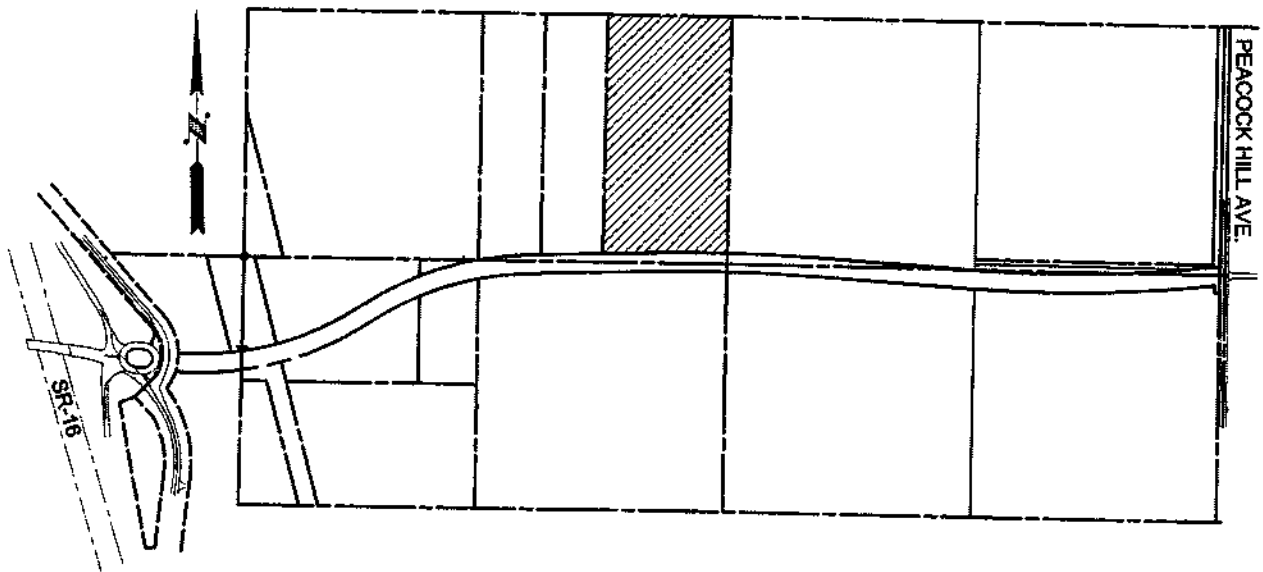
Parcel Number: No. 0222303002

Name of Owner: Bingham, Quinby R.

Legal Description of Property:

The East half of the Southeast quarter of the Southwest quarter of SECTION 30, TOWNSHIP 22 NORTH, RANGE 2 EAST of the W.M.

Situate in the County of Pierce, State of Washington.



PARCEL NO.: 0222303002

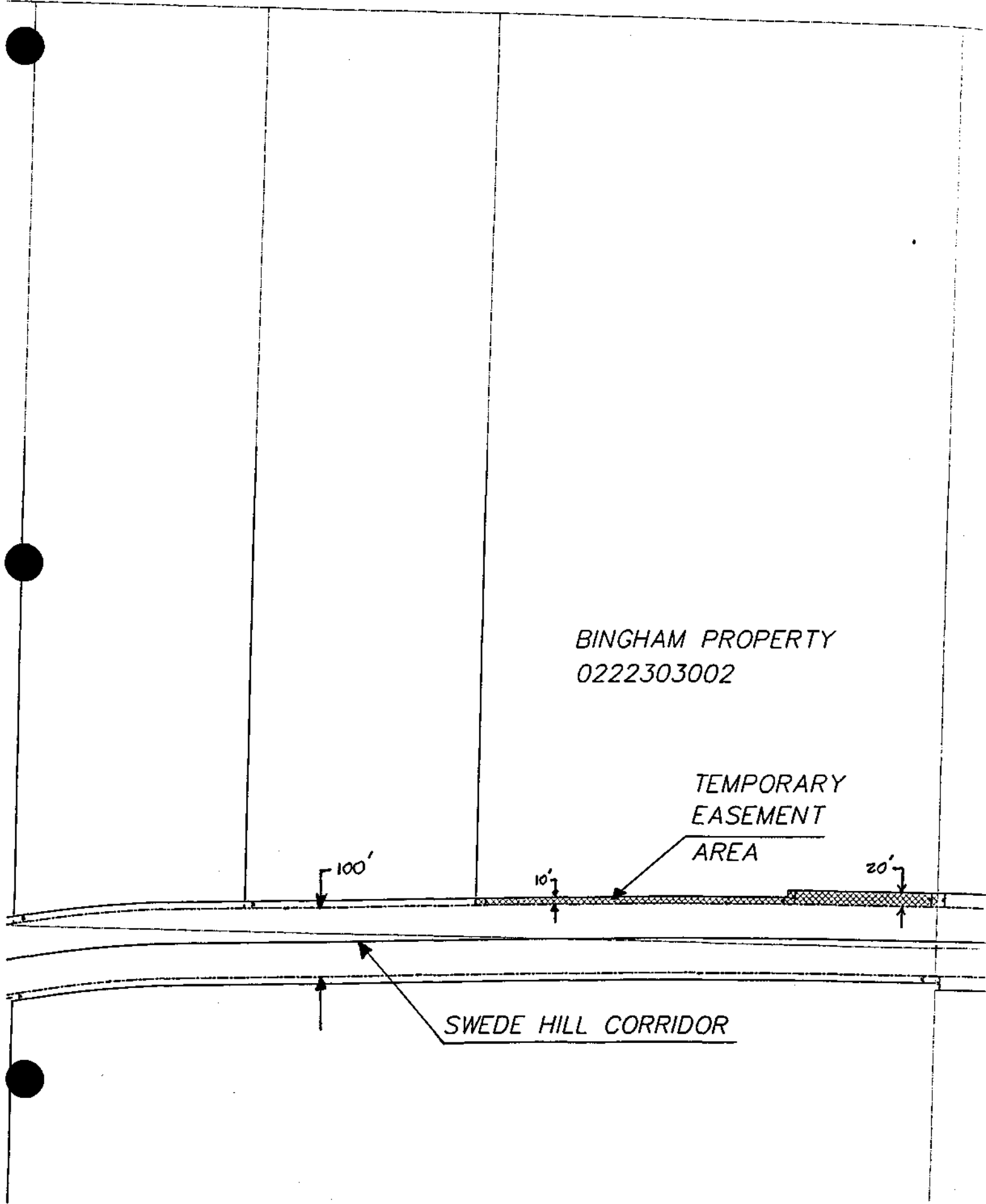
NAME OF OWNER: BINGHAM, QUINBY R.

EXHIBIT "A"

EXHIBIT B



EXHIBIT C



BINGHAM PROPERTY
0222303002

TEMPORARY
EASEMENT
AREA

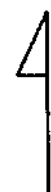
100'

10'

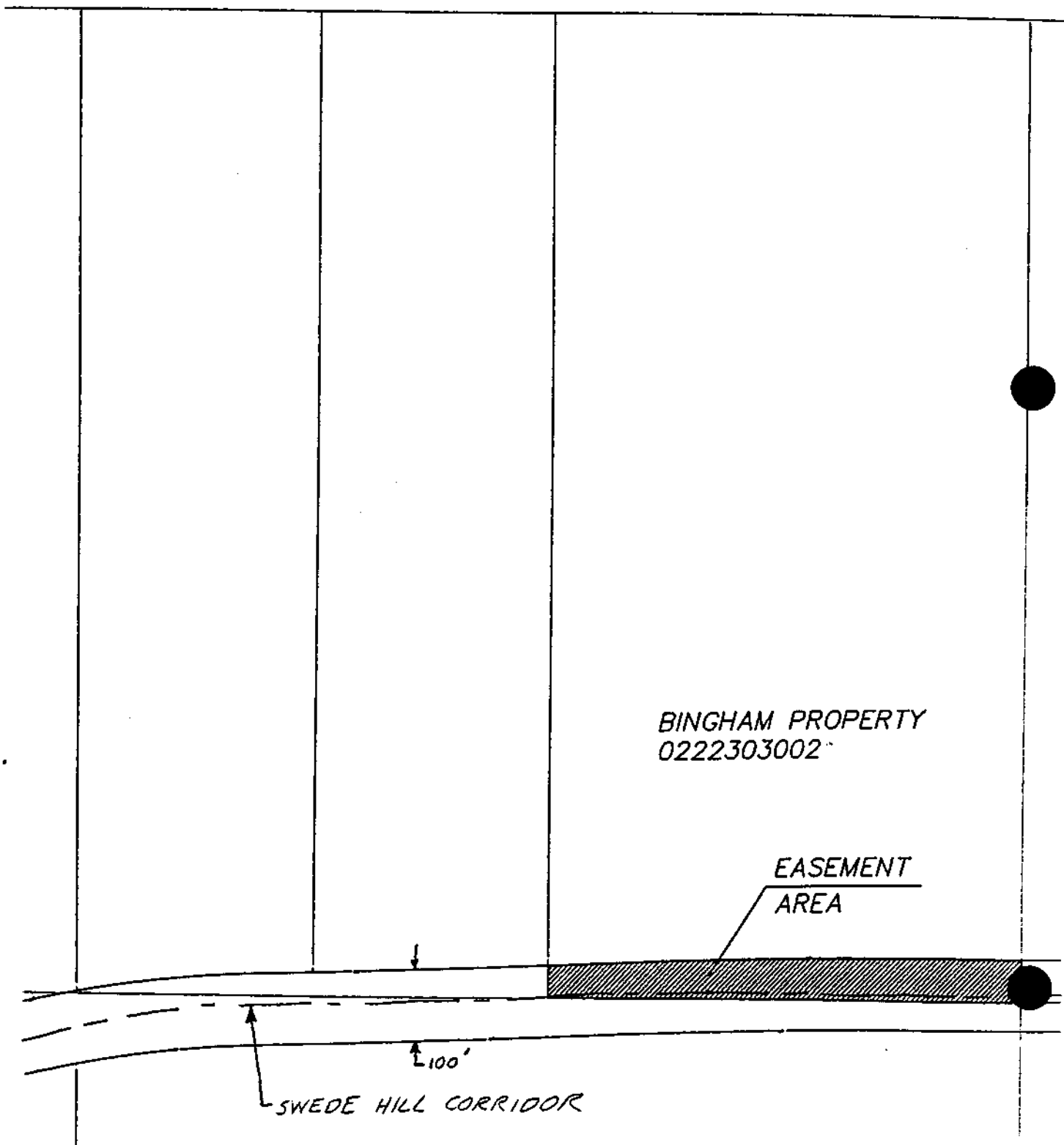
20'

SWEDE HILL CORRIDOR

EXHIBIT D



1" = 200'



BINGHAM PROPERTY
022303002

EASEMENT
AREA

100'

SWEDE HILL CORRIDOR



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH DR
DATE: JANUARY 4, 2000
**SUBJECT: FIRST READING - ORDINANCE ACCEPTING A DONATION FROM
THE MORRIS FOUNDATION FOR THE PURPOSE OF ENHANCING
CITY PARKS**

BACKGROUND

The Morris Foundation has donated \$15,000 to the City. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation and accompanying terms. The Morris Foundation requests the donation be used for landscaping and/or capital improvements to the recently acquired Borgen property or in conjunction with any similar co-development or co-improvement between the City and the adjacent Historical Society property.

The donation has been receipted and placed in the General Fund. A reserve account for capital improvements as noted above has been established to account for this donation.

RECOMMENDATION

Staff recommends adoption of the ordinance.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON, ACCEPTING A DONATION OF FIFTEEN
THOUSAND DOLLARS (\$15,000.00) FROM THE MORRIS
FOUNDATION FOR THE PURPOSE OF ENHANCING THE
NEWLY ACQUIRED BORGEN PROPERTY.**

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a check in the amount of Fifteen Thousand Dollars (\$15,000.00) from the Morris Foundation, to be utilized for landscaping and/or capital improvements to the recently acquired "Borgen" property or in conjunction with any similar co-development or co-improvement between the City and the adjacent Historical Society property, as further described in the letter from David R. Morris, dated December 27, 1999, attached to this Ordinance as Exhibit A; now, therefore,

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

Section 1. Acceptance of Donation. The City Council hereby accepts the Fifteen Thousand Dollar (\$15,000.00) donation from the Morris Foundation, subject to the following terms of the donation, as expressed in Exhibit A: the donation is to be used for the enhancement of the newly acquired Borgen Property.

Section 2. Finance Director to Acknowledge Acceptance in Letter. As requested by the Morris Foundation, the Finance Director is hereby directed to send a copy of this Ordinance confirming the City's acceptance of the donation, for the uses described in the letter

attached hereto as Exhibit A. The Finance Director shall deposit the donation in the City's General Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

Section 3. 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 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 01/04/00
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

EXHIBIT 'A'

THE MORRIS FOUNDATION

**P.O. Box 401
Gig Harbor, WA 98335
(253) 857-5555**

PAI
DEC-30-1999/3:35 PM/+1500000
RCPT#:01-001
ACCT:MORRIS FOUNDATION/DONATIO
THE MORRIS FOUNDATIO

RECEIVED

DEC 30 1999

CITY OF GIG HARBOR

December 27, 1999

City of Gig Harbor
ATTN: Mark Hoppen
3105 Judson Street
Gig Harbor, WA 98335

RE: The Morris Foundation--1999 Qualified Distribution

Dear Mark:

The Morris Foundation was formed in December of 1995, at the direction of Thomas G. Morris Sr. Its primary purpose is to receive and invest funds--and to distribute the earnings and/or appreciation on these funds to tax exempt organizations that qualify under Section 501(c) (3) of the Internal Revenue Code.

We have determined that for the year 1999 the City is eligible for a \$15,000 donation--to be utilized for landscaping and/or capital improvements to the recently acquired "Borgen" property or in conjunction with any similar co-development or co-improvement between the City and the adjacent Historical Society property. This donation is given in the spirit of appreciation for the decisive leadership the City has recently taken to consider long term future park, recreation, cultural, and other amenity benefits for its residents.

Enclosed is our check in the amount of \$15,000.00.

Please send us a letter confirming your acceptance of this donation, consistent with its intended use as described in paragraph two above.

Thank you.

Sincerely,


David R. Morris, Secretary/Director

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

On January ____, 2000, 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,
WASHINGTON, ACCEPTING A DONATION OF FIFTEEN
THOUSAND DOLLARS (\$15,000.00) FROM THE MORRIS
FOUNDATION FOR THE PURPOSE OF ENHANCING THE
NEWLY ACQUIRED BORGEN PROPERTY.**

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

DATED this __th day of January, 2000.

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

January 5, 2000

Mr. David R. Morris, Secretary/Director
The Morris Foundation
P.O. Box 401
Gig Harbor, WA 98335

Dear Dave:

The City of Gig Harbor wishes to thank The Morris Foundation for its gracious donation of \$15,000 toward landscaping and/or capital improvements to the recently acquired "Borgen" property, or in conjunction with any similar co-development or co-improvement between the City and the adjacent Historical Society property.

Consistent with the city's *Parks, Recreation and Open Space Plan*, the City of Gig Harbor will be initiating an exploration of options for the development or re-development of the property. Your donation will help actualize this process.

I look forward to the City Council's acceptance of this donation. Thank you once again for your community vision and generosity.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR *DR*
SUBJECT: FIRST READING OF ORDINANCE - ACCEPTING A DONATION FROM DONALD DOUGLAS FOR THE SKATEBOARD PARK
DATE: JANUARY 3, 2000

INFORMATION/BACKGROUND

Donald Douglas, a local skateboard enthusiast, has donated \$100.00 to the City for the Skateboard Park. In order to accept a donation, the City must pass an ordinance accepting the donation and terms and conditions. This ordinance accepts the donation, with the condition that the funds be used toward the construction of the Skateboard Park.

The donation has been receipted and placed in the General Fund.

RECOMMENDATION

Staff recommends adoption of the ordinance at its second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF FIVE HUNDRED AND TWENTY FIVE DOLLARS (\$100.00) FROM DONALD DOUGLAS AS A CONTRIBUTION FOR THE CONSTRUCTION OF THE SKATEBOARD PARK.

WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received cash in the amount of one hundred dollars (\$100.00) from Donald Douglas, to be used for the purpose of assisting with the construction costs of a skateboard park; now, therefore,

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

Section 1. **Acceptance of Donation.** The City Council hereby accepts the one hundred dollar (\$100.00) donation from Donald Douglas.

Section 2. **Finance Director to Receipt Funds.** The Finance Director shall deposit the donation in the City's General Fund, and shall earmark the funds to be used for the purposes described in this ordinance.

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

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 1/3/00

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

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

On _____, 2000, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ACCEPTING A DONATION OF ONE HUNDRED AND DOLLARS (\$100.00) FROM DONALD DOUGLAS AS A CONTRIBUTION FOR THE CONSTRUCTION OF THE SKATEBOARD PARK.

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 _____, 2000.

BY:

Molly M. Towslee, City Clerk



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN CITY ADMINISTRATOR
DATE: JANUARY 3, 2000
SUBJ.: INTERLOCAL AGREEMENT AMENDMENT TO THE PIERCE COUNTY COUNTY-WIDE PLANNING POLICIES

INFORMATION/BACKGROUND

Attached is a proposed amendment to the Pierce County County-Wide Planning Policies (PCCWPP), as recommended by the Pierce County Regional Council. The proposed amendments are required by the Puget Sound Regional Council in order to obtain full certification of the Pierce County County-Wide Planning Policies.

POLICY CONSIDERATIONS

The proposed amendments to the PCCWPP address new provisions to urban growth area policies and technical amendments to update the document with current reference information. These amendments are, in part, a means to facilitate cooperation and coordinate with the efforts of the National Marine Fisheries Service to retain and enhance the natural environment and quality of life within Pierce County.

FISCAL IMPACT

The potential for fiscal impacts to the city with respect to implementation of these amendments is unknown at this time.

RECOMMENDATION

Staff recommends passing the attached resolution authorizing the approval of these amendments to the PCCWPP.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, AUTHORIZING AMENDMENTS TO THE
PIERCE COUNTY COUNTY-WIDE PLANNING POLICIES.**

**BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF
UNIVERSITY PLACE, WASHINGTON, AS FOLLOWS:**

Section 1. Authorization. The Mayor is authorized and directed to execute on behalf of the City amendments to the the interlocal agreement with Pierce County for County-wide Planning Policies attached as Exhibit 'A'.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this ____ day of _____, 2000.**

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

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



Pierce County

Department of Planning and Land Services

CHUCK KLEEBERG
Director

2401 South 35th Street
Tacoma, Washington 98409-7460
(253) 798-7200 • FAX (253) 798-3131

December 15, 1999

TO: City/Town/County Clerks/Member Jurisdictions of the Pierce County Regional Council (PCRC)

SUBJECT: Interlocal Agreement - Amendments to the Pierce County County-Wide Planning Policies

The PCRC recommended the enclosed amendments be made to the County-Wide Planning Policies. At their November 18 meeting, the PCRC instructed the Clerk to mail out a copy of the interlocal agreement and the amendments to each of the cities and towns and the County.

Amendments to the County-Wide Planning Policies must be adopted through an interlocal agreement and ratified by the Pierce County Council. It is necessary for 60% of the jurisdictions representing 75% of the population to adopt the interlocal agreement in order for it to become effective.

Please expedite the passage of this interlocal agreement through your respective legislative bodies.

After passage, please send two signed copies of the interlocal agreement and a copy of your resolution and/or ordinance authorizing approval to me at Pierce County Planning and Land Services, Attention: Vicky Lampman, 2401 S. 35th Street, Room 228, Tacoma, WA 98409. One copy will be returned to your jurisdiction.

A copy of a sample draft resolution is included for your convenience.

Thank you for your assistance.

Sincerely,

VICKY N. LAMPMAN
Clerk, Pierce County Regional Council

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Enclosures: Explanatory Sheet/Sample Draft Resolution/Interlocal Agreement

cc: Pierce County Regional Council Representatives



1 INTERLOCAL AGREEMENT

2 **AMENDMENTS TO THE PIERCE COUNTY**
3 **COUNTY-WIDE PLANNING POLICIES**

4 This agreement is entered into by and among the cities and towns of
5 Pierce County and Pierce County. This agreement is made pursuant to
6 the provisions of the Interlocal Cooperation Act of 1967, Chapter
7 39.34 RCW. This agreement has been authorized by the legislative body
8 of each jurisdiction pursuant to formal action and evidenced by
9 execution of the signature page of this agreement.

10 BACKGROUND:

- 11
- 12 A. The Pierce County Regional Council (PCRC) was created in 1992 by
13 interlocal agreement among the cities and towns of Pierce County
14 and Pierce County. The organization is charged with
15 responsibilities, including: serving as a local link to the Puget
16 Sound Regional Council, promoting intergovernmental cooperation,
17 facilitating compliance with the coordination and consistency
18 requirements of the Growth Management Act (Chapter 36.70A RCW)
19 and the Regional Transportation Planning Organization (Chapter
20 47.80 RCW), and developing a consensus among jurisdictions
21 regarding the development and modification of the County-Wide
22 Planning Policies.
- 23 B. The Pierce County County-Wide Planning Policies provide for
24 amendments to be adopted through amendment of the original
25 interlocal agreement or by a new interlocal agreement. The
Pierce County County-Wide Planning Policies may be amended upon
the adoption of amendments by the Pierce County Council and
ratification by 60 percent of the jurisdictions in Pierce County
(13 of 20) representing 75 percent of the total population on
June 28, 1991;
- C. The proposed amendments to the urban growth area policies address
additional policies regarding the designation of municipal urban
growth areas. The proposed urban growth area policies address
municipal study areas, annexations, and overlaps of urban areas.
The amendments allow any municipality to study areas outside of
the incorporated limits or the existing urban growth area. The
amendments also clarify the extent to which cities and towns can
annex.

Exhibit "A"

1 D. Amendments to the Growth Management Act in 1997 require the
2 County to adopt, in consultation with its cities and towns,
3 county-wide planning policies to establish a review and
4 evaluation program, known as "Buildable Lands". A new "Buildable
5 Lands" section is being proposed to ensure a consistent and
6 coordinated monitoring program for the County and cities and
7 towns.

8 E. On March 16, 1999, the National Marine Fisheries Service (NMFS)
9 listed Puget Sound Chinook salmon as a threatened species under
10 the authority of the Federal Endangered Species Act. NMFS has
11 also indicated intent to directly list or monitor an additional
12 six species of anadromous fish which utilize the rivers, streams,
13 and creeks within Pierce County and the waters of Puget Sound.
14 The County and cities and towns recognize the recovery of all
15 listed species provides public purpose and serves to retain and
16 enhance the natural environment and quality of life within Pierce
17 County. In addition, the Federal Act enables local involvement
18 through the creation, enforcement and monitoring of local Habitat
19 Conservation Plans that are designed to restore the species. As
20 a means to facilitate cooperation and coordination with these
21 efforts, the Pierce County Regional Council is proposing the
22 addition of policies in the Natural Resource section of the
23 County-Wide Planning Policies.

24 F. The Pierce County Regional Council conducted discussions in open
25 public meetings throughout 1998 and 1999 to address the
amendments. The Pierce County Regional Council subsequently
recommended adoption of the proposed amendments related to
Buildable Lands on January 21, 1999. The amendments related to
urban growth area policies, natural resource policies and
technical clarifications were recommended on November 18, 1999.

18 PURPOSE:

19 This agreement is entered into by the cities and towns of Pierce
20 County and Pierce County for the purpose of ratifying and approving
21 the attached amendments to the Pierce County County-Wide Planning
22 Policies (Attachment).

21 DURATION:

22 This agreement shall become effective upon execution by 60 percent of
23 the jurisdictions in Pierce County, representing 75 percent of the

24 Exhibit "A"

25 Page 2 of 4, Resolution No. _____

1 total population on June 28, 1991. This agreement will remain in
2 effect until subsequently amended or repealed as provided by the
Pierce County County-Wide Planning Policies.

3 SEVERABILITY:

4 If any of the provisions of this agreement are held illegal, invalid
5 or unenforceable, the remaining provisions shall remain in full force
and effect.

6 FILING:

7 A copy of this agreement shall be filed with the Secretary of State,
8 Washington Department of Community, Trade and Economic Development,
the Pierce County Auditor and each city and town clerk.

9 IN WITNESS WHEREOF, this agreement has been executed by each
10 member jurisdiction as evidenced by the signature page affixed to this
agreement.

1 INTERLOCAL AGREEMENT

2 AMENDMENTS TO THE PIERCE COUNTY
3 COUNTY-WIDE PLANNING POLICIES

4 Signature Page

5 The legislative body of the undersigned jurisdiction has
6 authorized execution of the Interlocal Agreement, Amendments to the
7 Pierce County County-Wide Planning Policies.

8 IN WITNESS WHEREOF

9 This agreement has been executed by the City of Gig Harbor
(Name of City/Town/County)

10 BY: _____
(Mayor/Executive)

11 DATE: _____

12 Approved:

13 BY: _____
(Director/Manager/Chair of the Council)

14 Approved as to Form:

15 BY: _____
(City Attorney/Prosecutor)

16 Approved:

17 By: _____
(Pierce County Executive)

18
19
20
21
22 Exhibit "A"

**COUNTY-WIDE PLANNING POLICIES
FOR
PIERCE COUNTY, WASHINGTON**

PIERCE COUNTY REGIONAL COUNCIL

Councilmember Kathy McVay, ~~Vice President~~, City of Fircrest
Mayor ~~Councilmember~~ Terry Faherty, ~~Vice President~~, City of Edgewood
Councilmember ~~Carl Vigna~~ Mayor ~~Bob Young~~, City of Bonney Lake
Councilmember Kim Walthers, City of Buckley
Mayor Richie Morgan, Town of Carbonado
Mayor Willard Shenkel, City of Dupont
Mayor Kirk Heinz ~~Mayor Cliff Murphy~~, Town of Eatonville
Councilmember ~~Walter Fietz~~ ~~Garet Spies~~, City of Fife
Mayor Gretchen Wilbert, City of Gig Harbor
Mayor ~~William Harrison~~ ~~Councilmember Jose Palmas~~, City of Lakewood
Mayor ~~Leonard Sanderson~~ Mayor ~~John Williams~~, City of Milton
Mayor Guy S. Colorossi, City of Orting
Doug Sutherland, Pierce County Executive
Councilmember Karen Biskey, Pierce County Council
Councilmember ~~Bill Stoner~~ ~~Jan Shabro~~, Pierce County Council
Councilmember ~~Sally Walker~~ Sarah Casada, Pierce County Council
Mayor ~~Mike Deal~~ ~~Kenneth Martin~~, City of Puyallup
Councilmember Roy Hammonds, City of Roy
Councilmember Del Brewer, Town of Ruston
Mayor ~~Pat Stubbs~~ ~~H. Layne Ross~~, Town of South Prairie
Mayor Janda Volkmer, Town of Steilacoom
Councilmember ~~Mike Conner~~ ~~Ron Scholz~~, ~~President~~, City of Sumner
Mayor Brian Ebersole, City of Tacoma
Councilmember ~~Bob Evans~~ ~~Paul Miller~~, City of Tacoma
~~Councilmember Bill Baarsma~~, ~~City of Tacoma~~
Councilmember Linda Bird, City of University Place
Mayor ~~Dick Sellers~~ ~~Paula R. Perry~~, Town of Wilkeson

Ex officio Members:

Renee Montgelas, Office of Urban Mobility
Neel Parikh, Pierce County Library District
Ken Stanley, Pierce Transit
Jeannie Beckett, Port of Tacoma
~~King Cushman~~ ~~Norman Abbott~~, Puget Sound Regional Council
Councilmember ~~Sue Singer~~ ~~Pete Lewis~~, City of Auburn
Mayor Debra Jorgensen, City of Pacific

Recommended by the Pierce County Regional Council
September 19, 1996 ~~November 18, 1999~~

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I. INTRODUCTION

A. Background and Statutory Framework

In response to legislative findings that uncoordinated and unplanned growth together with a lack of common goals toward land conservation pose a threat to the environment, to the public health, safety and welfare, and to sustainable economic development, the State legislature enacted the Growth Management Act.¹ The Act identifies 13 planning goals which are intended to be used exclusively to guide the development and adoption of comprehensive plans and development regulations of municipalities and counties required to plan.² The categories in which goals have been propounded are: urban growth, sprawl reduction, transportation, housing, economic development, property rights, permits, natural resource industries, open space and recreation, environment, citizen participation and coordination, public facilities and services, and historic preservation. The principal focus of the Growth Management Act is on the comprehensive plan, which the County and each municipality must adopt by July 1, 1993. Land development regulations must be adopted within one (1) year thereafter. The Act specifies mandatory³ and optional⁴ plan elements as follows:

Mandatory Elements

land use
housing
capital facilities
utilities
rural (County only)
transportation

Optional Elements

conservation
solar energy
recreation
any other relating to the physical
development of the jurisdiction

In addition, subarea plans are permitted.⁵

¹ RCW Chapter 36.70A (1990).

² RCW § 36.70A.020(1) - (13).

³ RCW § 36.70A.070.

⁴ RCW § 36.70A.080(1).

⁵ RCW § 36.70A.080(2).

One of the most important planning tenets expressed in the Growth Management Act is the *consistency* requirement, which takes many forms as follows:

- consistency of municipal/County plans with the planning goals identified in RCW § 36.70A.020
- internal consistency between plan elements
- consistency of all other plan elements with the future land use map
- consistency of any subarea plans with the comprehensive plan
- consistency of the transportation element with the land use element
- consistency of the transportation element with the six-year plans required by RCW § 36.77.010 for cities, RCW § 36.81.121 for counties, and RCW § 35.58.2795 for public transportation systems
- consistency between the County Comprehensive Plan and the comprehensive plans of all municipalities within the County
- consistency of comprehensive plans of each municipality and county with comprehensive plans of neighboring municipalities and counties with common borders or faced with related regional issues
- consistency of development regulations with the comprehensive plan
- consistency of capital budget decisions with the comprehensive plan
- consistency of state agency actions in relation to the location, financing and expansion of transportation systems and other public facilities with county and municipal comprehensive planning

Despite the fact that the word "consistency" is used repeatedly in the Growth Management Act, it is not defined. The Standard Planning Enabling Act promulgated in 1928 by the United States Department of Commerce established the concept that zoning regulations should be "in accordance with a comprehensive plan." In the 64 years since the model act was developed this concept has evolved from being merely advisory or guiding to one that mandates that the goals, objectives, policies and strategies of each document must be in agreement with and harmonious with the provisions of all other required documents. The consistency doctrine has been continually strengthened by both state statutes and by court decision in both consistency statute states and those states adopting the concept by increasingly vigorous interpretation of the "in accordance with" statutory language.

A second planning tenet which the Growth Management Act promotes is *concurrency* -- *i.e.*, that concept that public facilities and services necessary to serve new development at adopted level of

service standards are actually available at the time of development. The concurrency requirement is stated generally in the planning goals⁶ as follows:

Ensure that those public facilities and services necessary to support development shall be adequate to serve the development at the time the development is available for occupancy and use without decreasing current service levels below locally established minimum standards.

In the transportation element, which is a required plan element for all municipal and county comprehensive plans, the concurrency requirement is restated in more forceful terms as follows:⁷

. . . local jurisdictions must adopt and enforce ordinances which prohibit development approval if the development causes the level of service on a transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development.

Concurrent with the development means that for non-transportation facilities, improvements or strategies are in place at the time of development and in the case of transportation facilities, that a financial commitment is in place to complete the improvements or strategies within six (6) years.

Portions of the mandatory planning, consistency and concurrency requirements combine to suggest a strong relationship between the accommodation of growth and the provision and financing of public facilities and services to meet facility and service demands generated by that growth. This relationship is then strengthened by the Urban Growth Area boundary designation and public facility requirements.⁸

In order to accomplish these new planning and plan implementation requirements, the legislature has expressly authorized the use of innovative techniques,⁹ including impact fees.¹⁰

In 1991, the State legislature amended the Growth Management Act, *inter alia*, to require that the legislative body of the county adopt county-wide planning policies, in cooperation with the municipalities in the County. County-Wide planning policies are written policy statements

⁶ RCW § 36.70A.020(12).

⁷ RCW § 36.70A.070(6)(e).

⁸ RCW § 36.70A.110.

⁹ RCW § 36.70A.090.

¹⁰ RCW §§ 82.02.050 - .090.

establishing a county-wide framework from which county and municipal comprehensive plans are developed and adopted. The framework is intended to ensure that municipal and county comprehensive plans are consistent.¹¹

The development of the county-wide planning policies was intended to be collaborative between the County and the municipalities. The legislation required the County legislative body to convene a meeting with representatives of each municipality. The County and the municipalities then determine the process in which they will agree to all provisions and procedures of the county-wide planning policies including but not limited to desired planning policies, deadlines and ratification. No later than July 1, 1992, the legislative authority of the County is required to adopt county-wide planning policies in accordance with the agreed-upon process after holding the requisite public hearing or hearings.¹²

The County-Wide Planning Policies are not substitutes for comprehensive plans but, rather goals, objectives, policies and strategies to guide the production of the County and municipal comprehensive plans.

The County-Wide Planning Policies shall, at a minimum, address the following:¹³

- (a) Policies to implement RCW 36.70A.110;
- (b) Policies for promotion of contiguous and orderly development and provision of urban services to such development;
- (c) Policies for siting public capital facilities of a county-wide or state-wide nature;
- (d) Policies for county-wide transportation facilities and strategies;
- (e) Policies that consider the need for affordable housing, such as housing for all economic segments of the population and parameters for its distribution;
- (f) Policies for joint county and city planning within urban growth areas;
- (g) Policies for county-wide economic development and employment; and

¹¹ RCW § 36.70A.210(1).

¹² RCW § 36.70A.210(2).

¹³ RCW § 36.70A.210(3)(a) - (h).

(h) An analysis of the fiscal impact.

B. Framework Agreement for the Adoption of the County-Wide Planning Policies

Pursuant to the Growth Management Act, Pierce County and the municipalities have entered into an Interlocal Agreement for the development and adoption of the County-Wide Planning Policies.¹⁴ The Agreement provides for the establishment of a Steering Committee (SC) consisting of one elected official from Pierce County and one elected official from every municipality in the County. The principal responsibility of drafting the County-Wide Planning Policies was given to the Steering Committee.¹⁵ The Steering Committee received technical/staff support from the Growth Management Coordinating Committee (GMCC), which additionally established the Urban Growth Area Subcommittee.¹⁶ The Steering Committee was authorized to retain Consultants and pursuant to such authority hired the national and regional consulting firms of Freilich, Leitner, Carlisle & Shortlidge and Northwest Strategies.¹⁷

Ratification of the County-Wide Planning Policies requires the affirmative vote of 60% of the affected governments in Pierce County (12 of 19) representing a minimum of 75% of the total Pierce County population as designated by the State Office of Financial Management on June 28, 1991 (452,850 of 603,800) at the time of the proposed amendment.

C. Methodology for the Development of County-Wide Planning Policies

The County-Wide Planning Policies are intended to provide the guiding goals, objectives, policies and strategies for the subsequent adoption of comprehensive plans, but, are not to be a substitute for such plans. The level of detail in the County-wide Planning Policies must be sufficient to provide specific guidance, yet not so detailed as to constrain appropriate local choice in future comprehensive planning by the County and municipalities. This is particularly true because the County-Wide Planning Policies apply to the County and all municipalities, both large and small, both adjacent to other urban areas and remote from other urban areas, each with somewhat different characteristics.

Given this context, the development of County-Wide Planning Policies acceptable to the County and the municipalities was no small task. It was accomplished through a two-step process.

¹⁴ Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991)(See Attachment "B").

¹⁵ Interlocal Agreement, § 2.

¹⁶ Interlocal Agreement, § 4.

¹⁷ Interlocal Agreement, § 5.

Step 1

The Consultants developed a matrix for each policy area which emphasized the individual components (elements) of the issues and the alternative courses of action/decisions that could be made with respect to each element. Thus, for example, for the Fiscal Impact Policy, elements included:

- What types of decisions/projects should trigger an analysis of fiscal impact?
- What types of decisions/projects should be exempt from a fiscal impact analysis?
- Is there a defined threshold?
- How will the results of the Fiscal Impact Analysis be used?
- When in the development approval process should the Fiscal Impact Analysis be done?

The elements were intentionally stated in the form of questions to stimulate discussion by the Growth Management Coordinating Committee (consisting of technical staff from the governing entities) and the Steering Committee; and, similarly, they were intentionally phrased so that a simple "yes" or "no" answer was impossible. This methodology was particularly effective because it broadened the viewpoints of the Steering Committee members through use of a wide range of alternative formulations and at the same time compelled them to think in terms of the effects both county-wide and in their particular municipality. In addition, in place of reading lengthy issue papers on the various policy areas, the key elements were packaged to allow for timely review and comment. The Step 1 process elicited considerable discussion and the results from Step 1 were very encouraging. Each policy area was, however, still being viewed independently.

Step 2

Step 2 was needed to build on the work in Step 1 in order to develop a comprehensive and coordinated set of County-Wide Planning Policies. To accomplish that task, the Consultants developed a set of conceptual Alternative Development Scenarios. These included: Trend Development; Compact Development; Modified Trend Development; and Adequate Public Facilities/Concurrency-Based Development. For each alternative development scenario, the Consultants identified the principal characteristics, the development impacts that the alternative is likely to exhibit, the principal advantages/disadvantages, the consistency of the alternative with the Growth Management Act and the regional VISION 2020 Plan, and the degree of conformity of the alternative with the State Planning Goals and the individual County-Wide Planning Policies areas. The GMCC developed conceptual maps to illustrate the alternative development scenarios. These maps were not intended to suggest actual or precise boundaries of any sort, but were merely used to convey graphically the differences in the alternatives. The presentation of the alternative development scenarios and conceptual maps effectively served their intended

purpose -- which was to transform individual policy areas into a comprehensive and coordinated set of policy directives.

In particular, the alternative development scenario analysis highlighted some of the key issues that needed to be addressed in the Urban Growth Area policy, which is the cornerstone of the County-Wide Planning Policies. These issues included:

- delineation of Urban Growth Areas
- determination and delineation of "tiers" *within* Urban Growth Areas subsequently amended
- linkage of tier delineations to capital improvements programming
- timing and phasing of growth
- public facility and service adequacy
- public facility and service availability at the time of development -- concurrency
- facility service provision and extension policies, with a particular focus on sanitary sewer service
- financing of facility and service provision and extension and imposition of full, but fair share of costs on new development
- joint County-municipal planning in Urban Growth Areas

D. Effect of Adoption of County-Wide Planning Policies

County-Wide Planning Policies are written policy statements used solely for establishing a county-wide framework from which county and municipal comprehensive plans are developed and adopted. The framework is intended to ensure that municipal and county comprehensive plans are consistent.¹⁸ While the Growth Management Act does not specify the legal effect of adoption of the County-Wide Planning Policies, it clearly acknowledges their importance by providing that failure to adopt County-Wide Planning Policies meeting the requirements may result in the imposition of sanctions¹⁹including but not limited to the withholding of state revenues and rescinding the county or municipality's authority to collect the real estate excise tax.²⁰ Cities and the Governor may appeal adopted County-Wide Planning Policies to the appropriate Growth

¹⁸ RCW § 36.70A.210(1).

¹⁹ RCW § 36.70A.210(5).

²⁰ RCW § 36.70A.340(2) and (3).

Planning Hearing Board within sixty (60) days of the adoption of the policy.²¹ After the 60-day period, County-Wide Planning Policies cannot be challenged. However, the effectiveness of the County-Wide Planning Policies is not based merely on the fact that they are adopted, but rather on the fact that they must be adhered to and implemented in the County and municipality comprehensive plans and development regulations. The legislation provides a process to challenge the failure of a County or municipality to comply with the County-Wide Planning Policies through petition to the Growth Planning Hearing Board.²² The Growth Planning Hearings Board shall hear and determine only those petitions alleging either: (a) that the State, county or municipality is not in compliance with the Growth Management Act; or (b) that the 20-year growth management planning population projections adopted by the State Office of Financial Management should be adjusted.²³ Petitions must be filed within sixty (60) days after publication of the ordinance adopting the comprehensive plan or development regulations.²⁴ Comprehensive plans and development regulations and amendments thereto are presumed valid upon adoption.²⁵

²¹ RCW § 36.70A.210(6).

²² RCW § 36.70A.250.

²³ RCW § 36.70A.280(1).

²⁴ RCW § 36.70A.290(2).

²⁵ RCW § 36.70A.320.

II. RULES OF INTERPRETATION

1. Words and terms used in the County-Wide Planning Policies shall be defined as set forth in the Policies and in the Growth Management Act to the extent defined therein. To the extent not defined therein, words and terms shall be given their plain and ordinary meanings, except as otherwise provided herein.
2. The term "shall" is intended to be mandatory; the terms "may" and "should" are directory only. While the term "shall" is mandatory, it should be understood and implied that the policy statement in which it is used is applicable to a municipality and/or the County only when, through objective determination, the circumstances on which the Policy is premised are relevant.
3. It is understood and implied that policies are applicable to municipalities and/or the County only, if through objective determination, the circumstances upon which the Policy is premised are "reasonable" and "appropriate" to such municipality and/or the County.

III. COUNTY-WIDE PLANNING POLICIES

■ PREAMBLE TO COUNTY-WIDE PLANNING POLICIES

County-Wide Planning Policies are written policy statements which are to be used solely for establishing a County-wide framework from which the County and municipal comprehensive plans are developed and adopted. The framework is intended to ensure that the County and municipal comprehensive plans are consistent, as required by the Washington statutes.

~~During the period within which County and municipal comprehensive plans are developed, adopted and implemented, the County and each municipality in the County, at their discretion, may utilize the County Wide Planning Policies to serve as a guide for County or municipal land use and related decisions to best assure that the principles embodied in the County Wide Planning Policies are followed and promoted.~~

RCW 43.17.250 (CountyWide Planning Policy Incentives) requires State agencies that provide funding to review local proposals for consistence with any adopted county-wide planning policies. State agencies will review local proposals to determine if they are addressed by a county-wide planning policy and accord additional preference to the County, City, or Town if such county-wide planning policy exists. The County and many of the municipalities within the County typically address specific proposals within their local comprehensive plans and capital facilities plans. These locally adopted plans serve to supplement and refine the more generalized policies contained within the County Wide Planning Policies. Therefore, this document, as well as any locally adopted comprehensive plan and/or capital facilities plan shall be considered by State agencies in making determinations under RCW 43.17.250.

**COUNTY-WIDE PLANNING POLICY ON THE "NEED
FOR AFFORDABLE HOUSING FOR ALL ECONOMIC SEGMENTS
OF THE POPULATION AND PARAMETERS FOR ITS DISTRIBUTION"**

■ **Background - Requirement of Growth Management Act**

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations that counties and cities encourage the availability of affordable housing to all economic segments of the population, promote a variety of residential densities and housing types, and encourage preservation of the existing housing stock. [RCW 36.70A.020(4)] The term "affordable housing" is not defined, but the context in which it appears suggests that its meaning was intended to be broadly construed to refer to housing of varying costs, since the reference is to all economic segments of the community.

The Washington Growth Management Act also identifies mandatory and optional plan elements. [RCW 36.70A.070 and .080]. A Housing Element is a mandatory plan element that must, at a minimum, include the following [RCW 36.70A.070(2)]:

- (a) an inventory and analysis of existing and projected housing needs;
- (b) a statement of goals, policies and objectives for the preservation, improvement and development of housing;
- (c) identification of sufficient land for housing, including, but not limited to, government-assisted housing, housing for low income families, manufactured housing, multi-family housing, group homes and foster care facilities;
- (d) adequate provisions for existing and projected housing needs of all economic segments of the community.

Since the Comprehensive Plan of every City and County must be an internally consistent document [RCW 36.70A.070] and all plan elements must be consistent with the future land use map prepared as part of the required land use element [RCW 36.70A.070], these other plan elements will, to a great extent, dictate what will be in the housing element.

Thus, the land use element, relying upon estimates of future population, growth, average numbers of persons per household, and land use densities, will indicate how much (and where) land needs to be made available to accommodate the identified housing needs. The capital facilities, transportation and utilities elements will then indicate when and how public facilities will be provided to accommodate the projected housing, by type, density and location.

■ **County-Wide Planning Policy**

1. The County, and each municipality in the County, shall determine the extent of the need (*i.e.*, the demand) for housing for all economic segments of the population that are projected for the community over the planning period.
 - 1.1 the projection shall be made in dwelling units, by type, provided, that the projection may be a range and that the types of dwelling units may be in broad categories, such as single-family detached, single-family attached, duplex, triplex, fourplex, apartments and special housing types;
 - 1.2 the projection shall be reflective of census or other reliable data indicating the economic segments of the population for whom housing needs to be provided, and shall incorporate the jurisdiction's fair share of the County's housing needs;
 - 1.3 the projections shall be reflective of the County-wide fair share housing allocation as shall be established pursuant to federal or state law and supplemented by provisions established in intergovernmental agreements between County jurisdictions.

2. The County and each municipality in the County shall meet their projected demand for housing by one or more or all of the following:
 - 2.1 preservation of the existing housing stock through repair and maintenance, rehabilitation and redevelopment;
 - 2.2 identification of vacant, infill parcels appropriately zoned for residential development with assurances that neighborhood compatibility and fit will be maintained through appropriate and flexible zoning and related techniques, such as:
 - 2.2.1 sliding-scale buffering and screening requirements based on adjacent use considerations
 - 2.2.2 performance standards
 - 2.2.3 height and bulk limitations
 - 2.2.4 provision of open space
 - 2.2.5 front, side and rear yard requirements
 - 2.2.6 protection of natural resources and environmentally-sensitive lands
 - 2.2.7 architectural controls and design standards.
 - 2.3 identification of other vacant lands suitable for residential development and permitting sufficient land through zoning to meet one or more or all of the following types and densities, of housing:

- 2.3.1 multi-family housing
- 2.3.2 mixed use development
- 2.3.3 cluster development
- 2.3.4 planned unit development
- 2.3.5 non-traditional housing

- 2.4 In determining the suitability of the location and identification of sites for affordable housing, the jurisdictions shall consider the availability and proximity of transit facilities, governmental facilities and services and other commercial services necessary to complement the housing.
- 3. The County, and each municipality in the County shall assess their success in meeting the housing demands and shall monitor the achievement of the housing policies not less than once every five years.
- 4. The County, and each municipality in the County, shall maximize available local, state and federal funding opportunities and private resources in the development of affordable housing.
- 5. The County, and each municipality in the County, shall explore and identify opportunities for non-profit developers to build affordable housing.
- 6. The County, and each municipality in the County, should explore and identify opportunities to reutilize and redevelop existing parcels where rehabilitation of the buildings is not cost-effective, provided the same is consistent with the County-wide policy on historic, archaeological and cultural preservation.
- 7. New fully-contained communities shall comply with the requirements set forth in the Growth Management Act and shall contain a mix in the range of dwelling units to provide their "fair share" of the County-wide housing need for all segments of the population that are projected for the County over the planning period.

COUNTY-WIDE PLANNING POLICY ON AGRICULTURAL LANDS

■ Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies the maintenance and enhancement of natural resource-based industries, including productive agricultural industries, and the conservation of productive agricultural lands as planning goals to guide the development and adoption of comprehensive plans and development regulations. [RCW 36.70A.020(8)]. While the expression of planning goals in the Growth Management Act is linked to "natural resource industries," including productive timber and fisheries, a separate policy for Agricultural Lands has been proposed because of their unique importance in Pierce County and their relationship to urban growth area boundaries and policies. Although the Growth Management Act does not expressly require a county-wide planning policy on agricultural lands, the requirement was added by the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

■ County-Wide Planning Policy

1. The County, and each municipality in the County, shall define agricultural lands. At a minimum, the definition shall be based upon one of the following criteria:
 - 1.1 the definition in RCW § 36.70A.030(2): "land primarily devoted to the commercial production of horticultural, viticultural, floricultural, dairy, apiary, vegetable, or animal products or of berries, grain, hay, straw, turf, seed, Christmas trees not subject to the excise tax imposed by RCW 84.33.100 through 84.33.140, or livestock, and that has long term commercial significance for agricultural production" (and, including poultry raising, horse farms and ranches).
 - 1.2 identification based upon current land use, planned land use or soil type (*i.e.*, soils identified by the Soil Conservation Service as having high productivity for agricultural use);
 - 1.3 lands currently receiving "use value assessments" pursuant to Washington statutes and contracts with the County.
2. The purposes of agricultural preservation are:
 - 2.1 ensuring that agricultural lands are treated sensitively to their location and the presence of urban growth pressures;
 - 2.2 preventing urban sprawl;

- 2.3 maintaining open space and/or providing a visual green belt;
 - 2.4 retaining natural systems and natural processes;
 - 2.5 preserving the local economic base;
 - 2.6 preserving a rural lifestyle;
 - 2.7 maintaining specialty crops;
 - 2.8 maintaining regional, state and national agricultural reserves.
3. The County, and each municipality in the County, shall achieve agricultural preservation through:
- 3.1 maintaining large minimum lot sizes in agricultural areas;
 - 3.2 buffering agricultural areas from urban development;
 - 3.3 creating agricultural zoning districts;
 - 3.4 purchase of development rights;
 - 3.5 transfer of development rights within the jurisdiction, including the designation of receiving zones for agricultural development rights and between jurisdictions, including the designation of receiving zones by local agreement;
 - 3.6 lease of development rights for a term of years;
 - 3.7 "anti-nuisance" laws to protect agricultural activities from being defined as a public nuisance;
 - 3.8 preferential tax treatment ("use value assessment");
 - 3.9 other innovative techniques including, but not limited to, purchase-leaseback through issuance of bonds, university purchase for research, and prevention of the formation of improvement districts or the creation of benefit assessments within designated agricultural preservation areas.
4. The County, and each municipality in the County, shall allow limited development in some agricultural areas based upon stated criteria related to the predominant agricultural uses.

5. The County, and each municipality in the County, shall address the effect of agricultural practices on non-point source pollution and ground-water impacts.
6. The County, and each municipality in the County, shall extend the agricultural policies to locations within and/or adjacent to agricultural preservation areas in order to:
 - 6.1 protect such areas from encroachment by incompatible uses; and
 - 6.2 protect related development such as farmers markets and roadside stands.
 - 6.3 protect smaller-sized agricultural parcels which are not individually viable for agricultural production but, which taken cumulatively with other smaller-sized parcels in the area, have long term significance for agricultural production.
7. The County, and each municipality in the County, shall address the conversion of agricultural land from agricultural to non-agricultural use by:
 - 7.1 establishing criteria for zoning changes and comprehensive plan amendments;
 - 7.2 establishing mechanisms so that property owners realize economic value that would have accrued from conversion, but land remains in agricultural use if within Urban Growth Areas.
8. The County, and each municipality in the County, shall identify agricultural lands that are the most susceptible to conversion (which often are also the best and most productive agricultural lands and the lands which serve the most important agricultural purposes) by:
 - 8.1 identifying agricultural lands which are most sensitive to urban growth pressures and which, therefore, require the most immediate attention;
 - 8.2 utilizing agricultural land classifications established by the Department of Community Development [RCW 36.70A.050(1)];
 - 8.3 consulting with and involving owners of agricultural lands.
9. The County, and each municipality in the County, shall identify agricultural lands that are not already characterized by urban growth and that have long-term significance for the commercial production of food or other agricultural products [RCW 36.70A.170(1)(a)] by developing standards and undertaking a land use survey.
10. The County, and each municipality in the County, shall ensure that prime

agricultural lands presently in the unincorporated County or within a municipality are preserved and protected by the enactment of appropriate land use controls; or by including the land in the urban growth area boundary of a municipality only if the municipality has delineated standards and criteria relating to preserving the agricultural lands.

11. The County, and each municipality in the County, shall coordinate agricultural land preservation policies with other County-Wide Planning Policies through:
 - 11.1 correlating agricultural land preservation policies with urban growth area policies and with public facility and service provision policies -- to avoid the extension of urban services to areas intended for continued agricultural use;
 - 11.2 ensuring that public facility and service extension, even if not directly serving the agricultural lands, do not stimulate the conversion of agricultural land or make its preservation and protection more difficult.
 - 11.3 joint jurisdictional planning of agricultural land.

COUNTY-WIDE PLANNING POLICY ON ECONOMIC DEVELOPMENT AND EMPLOYMENT

■ Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations, that counties and cities encourage economic development throughout the state that is consistent with adopted comprehensive plans, promote economic opportunity for all citizens of the state, especially for unemployed and disadvantaged persons, and encourage growth in areas experiencing insufficient economic growth, all within the capacities of the state's natural resources, public services, and public facilities [RCW 36.70A.020(5)]. Additionally, the Growth Management Act expressly requires that the County adopt a planning policy on county-wide economic development and employment [RCW 36.70A.210(3)(g)].

■ County-Wide Planning Policy

1. The County, and each municipality in the County, will assure consistency between economic development policies and adopted comprehensive plans by:
 - 1.1 creating in the land use element of each comprehensive plan a designation of areas for "commerce" and "industry" [RCW 36.70A.070(1)];
 - 1.2 providing within the areas designated for urban development, sufficient land to accommodate projected development within a market-based system;
 - 1.3 designating and zoning large tracts of appropriate land -- equitably distributed throughout the various jurisdictions based on the related population, employment base and land areas of the jurisdiction -- for planned commercial and industrial centers;
 - 1.3.1 "Equitably," means with consideration for the population and its characteristics, including the skills of the current population; the current employment base and its characteristics (*i.e.*, type of businesses and industries, permanency of the existing employment base, past trends and current projections); the amount of land in the jurisdiction; the amount of vacant land in the jurisdiction appropriately zoned for economic development; the current unemployment rate; current commuting patterns; and others, as appropriate.
 - 1.4 providing adequate public facilities and services to areas designated for economic development;

- 1.5 separating, buffering, or leaving natural buffers between residential development and areas of economic development where it is necessary due to the type, characteristics and impacts of the economic development activity;
 - 1.6 developing and adopting standards at the municipal level to guide commercial and industrial development in park-like settings;
 - 1.7 evaluating federal, state, and local regulatory, taxing, facility financing and expenditure practices to assure that they favor economic development at appropriate locations.
2. The County, and each municipality in the County, shall promote diverse economic opportunities for all citizens of the County, especially the unemployed, disadvantaged persons, minorities and small businesses. The following measures may be used in accomplishing this policy, where appropriate:
- 2.1 determining a reasonable "jobs/housing" balance and coordinating land use and development policies to help achieve the designated balance of adequate affordable housing near employment centers;
 - 2.2 identifying urban land suitable for the accommodation of a wide range of non-residential development activities;
 - 2.3 utilizing state or federal programs and financial assistance to the maximum extent possible;
 - 2.4 encouraging redevelopment of declining commercial areas;
 - 2.5 encouraging flexibility in local zoning and land use controls to permit a variety of economic uses, but without sacrificing necessary design and development standards;
 - 2.6 encouraging programs, in conjunction with other public, quasi-public and private entities, to attract desirable or appropriate business and industry;
 - 2.7 to the extent possible, encouraging the location of economic development activities in areas served by public transit and adequate transportation facilities;
 - 2.8 maintaining and enhancing natural resource-based industries, including productive timber, agriculture, fishing and mining;
 - 2.9 collectively targeting the appropriate creation and retention of specific firms and industries including small business enterprises;

- 2.10 promoting educational, job training, and cultural opportunities;
- 2.11 providing opportunities and locations for incubator industries.
3. The County, and each municipality in the County, shall encourage economic development in areas in which there is an imbalance between available employment opportunities and the local population base by:
 - 3.1 considering development incentives for economic development;
 - 3.2 marketing development opportunities in slow growth areas.
4. The County, and each municipality in the County, shall take the following steps to ensure that economic growth remains within the capacities of the state's natural resources, public services and public facilities:
 - 4.1 identifying existing and future demand for services;
 - 4.2 encouraging the location of economic development activities within Urban Growth Areas;
 - 4.3 limiting incompatible economic development activities in or adjacent to designated natural resource lands and critical areas and/or by requiring adequate buffers between economic development activities and designated natural resource lands and critical areas and by ensuring that economic development activities occur in areas with adequate public facilities.
5. The County, and each municipality in the County, shall plan for sufficient economic growth and development to ensure an appropriate balance of land uses which will produce a sound financial posture given the fiscal/economic costs and benefits derived from different land uses by:
 - 5.1 insuring that the land use element of each Comprehensive Plan allows for an appropriate mix and balance of uses;
 - 5.2 reducing inefficient sprawl development patterns;
 - 5.3 reducing transportation demand;
 - 5.4 coordinating the provision of public facilities and services and/or insuring that new development supports the cost of public facility and service expansions made necessary by such development;
 - 5.5 promoting development in areas with existing available facility capacity;
 - 5.6 encouraging joint public/private development.

6. The County, and each municipality in the County, shall strengthen existing businesses and industries to add to the diversity of economic opportunity and employment by:
 - 6.1 promoting infill development to assist in maintaining a viable market for existing businesses;
 - 6.2 utilizing redevelopment or other techniques, where appropriate, to maintain existing businesses;
 - 6.3 making available information, technical assistance and loans for business expansion and job creation;
 - 6.4 protecting existing viable economic development activities from incompatible neighbors;
 - 6.5 streamlining permit processing;
 - 6.6 striving to maintain adequate public facilities and service levels;
 - 6.7 evaluating regulatory and other constraints to continued business operations and devising an appropriate plan to minimize the effect of such constraints.

7. The County, and each municipality in the County, shall provide both the private sector and the public sector with information necessary to support and promote economic development by:
 - 7.1 coordinating the collection and dissemination of information with various local governments;
 - 7.2 cooperating with private and quasi-private entities and sharing information to attract new industries.

COUNTY-WIDE PLANNING POLICY ON EDUCATION

■ Background - Requirements of Growth Management Act

The Washington Growth Management Act does not identify education as a planning goal to guide the development and adoption of comprehensive plans and development regulations. Neither is education listed as a planning policy requirement in the Growth Management Act. However, the list of topics identified in the Growth Management Act is intended to delineate only the minimum policy requirements. Education was identified as an additional policy area in the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

■ County-Wide Planning Policy

1. "Educational Facilities," includes all public and private educational facilities, including, but not limited to, kindergartens, elementary schools, middle schools, junior high schools, high schools, junior colleges, colleges, academies, and similar institutions.
2. The County, and each municipality in the County, shall strive to achieve excellence in education and to offer diverse educational opportunities to be made available to all residents of the County, cities and towns by:
 - 2.1 developing a broad tax base;
 - 2.2 encouraging citizen participation;
 - 2.3 encouraging coordination between educational and employment requirements.
3. The County, and each municipality the County, shall coordinate with other institutions or governmental entities responsible for providing educational services, to ensure the provision of educational facilities with other necessary public facilities and services and with established and planned growth patterns through:
 - 3.1 the capital facilities plan element;
 - 3.2 the land use element;
 - 3.3 school site location decisions;
 - 3.4 coordination and, if necessary, formal interlocal agreements between school districts and other governmental entities exercising land use planning, regulation and capital improvement planning functions;
 - 3.5 the possible use of impact fees, voluntary advancements and other regulatory requirements for a portion of school facility financing;
 - 3.6 encouragement of joint (municipal/school district) use of playgrounds, parks, open-spaces and recreational facilities;
 - 3.7 support for sufficient funding of educational facilities and services;

- 3.8 support for the provision of educational facilities and services to meet specialized needs.
4. The County, and each municipality in the County, shall address the issue of the multiplicity of school districts by:
 - 4.1 incorporating school facility location criteria, developed in conjunction with the local school district, in the local comprehensive plan;
 - 4.2 including school districts in the comprehensive planning process;
 - 4.3 developing a common base of data and sharing the data with school districts concerning population, household and school-age population projections, non-educational capital facility needs, and land uses;
 - 4.4 initiating dialogues with school districts about school district boundaries and service areas in relation to municipal boundaries, designated urban growth areas, annexation plans and service extension plans and policies.
5. The County, and each municipality in the County, shall determine specific siting requirements for all public and private educational facilities and shall meet specific educational facility needs by:
 - 5.1 locating schools consistently with the local comprehensive plan, including the capital facilities element;
 - 5.2 deciding all facility locations, types and sizes with consideration for the provision of other necessary public facilities and services and the compatibility and effect of the provision of such facilities on land use and development patterns.

COUNTY-WIDE PLANNING POLICY ON FISCAL IMPACT

■ Background - Requirements of Growth Management Act

The Washington Growth Management Act requires that the County-Wide Planning Policies address the analysis of fiscal impact [RCW 36.70A.210(3)(h)]. However, the legislature did not define the scope of the required fiscal impact analysis to be addressed in the County-Wide Planning Policies. During the legislative proceedings a number of alternatives were discussed, ranging from analysis of the policies themselves, analysis of the comprehensive plans and implementing regulations, analysis of governmental decisions affecting jurisdictional responsibilities and/or boundaries and analysis of significant public and private development projects. From these alternatives, the County, and each municipality, has determined that fiscal impact analysis will be required only for governmental decisions affecting jurisdictional responsibilities and/or boundaries and significant public and private development projects.

■ County-Wide Planning Policy

1. The purposes of fiscal impact analysis are to assess the relative costs of providing public facilities and services, with the public revenues that will be derived from decisions affecting jurisdictional responsibilities and/or boundaries and significant public and private development projects.
2. Any of the following will trigger an analysis of fiscal impacts:
 - 2.1 federal, state, regional and/or County-wide public capital facilities projects that exceed \$5 million;
 - 2.2 large-scale private development projects that exceed \$5 million;
 - 2.3 changes in jurisdictional responsibilities and/or boundaries;
 - 2.4 expansions of public facility capacity;
 - 2.5 expansions of public facility service areas;
 - 2.6 expansions of urban growth boundaries;
 - 2.7 a determination under the State Environmental Policy Act (SEPA) in which the jurisdiction requests a fiscal impact analysis.
3. The County, and each municipality in the County, shall establish in their implementing regulations appropriate levels of detail necessary for fiscal impact analysis based upon:
 - 3.1 size of project
 - 3.2 cost of project
 - 3.3 location of project
 - 3.4 type of project
 - 3.5 potential impacts of project

- 3.6 timing and phasing of project
- 3.7 geographic areas of coverage
- 3.8 permanence of decision
- 3.9 irrevocability of project/decision

- 4. The County, and each municipality in the County, shall use the results of the fiscal impact analysis as one of the factors in determining acceptance, modification, or rejection of the proposal.
- 5. The fiscal impact analysis shall include consideration of the following factors:
 - 5.1 taxes (property, sales, excise, other);
 - 5.2 assessments;
 - 5.3 fees, including impact fees;
 - 5.4 the short-term or long-term fiscal effects, including cost avoidance, if any, on the jurisdiction making the determination and on other affected public entities.
- 6. The cost and revenue portions of the fiscal impact analysis shall cover the time period within which fiscal impacts are likely to be an important factor.
- 7. The fiscal impact analysis shall take place at the point in the project, development approval, or decision-making process at which the jurisdiction requires that the major project details be provided.

COUNTY-WIDE PLANNING POLICY ON HISTORIC, ARCHAEOLOGICAL AND CULTURAL PRESERVATION

■ **Background - Requirements of Growth Management Act**

The Washington Growth Management Act identifies as a planning goal to guide the development and adoption of comprehensive plans and development regulations, that counties and cities identify and encourage the preservation of lands, sites and structures, that have historical or archaeological significance. [RCW 36.70A.020(13)]. The term "significance" is not defined, although it is well-recognized that the federal and state governments have programs that have been in operation for some time by which land, sites, structures and districts of national significance are/or may be placed on the National Register of Historic Places and land, sites and structures of state significance are/or may be placed on the State Register of Historic Places. Certain cities, including Tacoma, have adopted local programs to designate land, sites and structures of local significance. Although the Growth Management Act Amendments do not require a county-wide planning policy on historic, archaeological and cultural preservation, that requirement was added by the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).

■ **County-Wide Planning Policy**

1. The County, and each municipality in the County, utilizing applicable federal, state and local designations, if relevant, (and where appropriate in cooperation with the Indian tribes) shall identify the presence of federal, state and local historic, archaeological and cultural lands, sites and structures, of significance within their boundaries.
2. The County, and each municipality in the County may, utilizing County standards or locally-developed standards, identify and designate local historic, archaeological and cultural lands, sites and structures of significance within their boundaries.
 - 2.1 Recommendations for local designations may be made by any person or entity or by any municipality or governmental body.
 - 2.2 The municipality may designate an individual, commission or committee to be responsible for review of recommendations and to forward such recommendations to the legislative body.
 - 2.3 Designations shall only be made by the local legislative body if the land, site or structure has only local significance.
 - 2.4 All such designations shall be reflected in the land use element of the comprehensive plan.

- 2.5 Any municipality may request that the County's Landmark's Commission and/or staff provide assistance in designating land, sites or structures; if sought, such assistance may be provided pursuant to an interlocal agreement.
- 2.6 Preservation of significant lands, sites and structures shall be encouraged or accomplished by the County, and each municipality in the County, through any one or a combination of the following techniques, as determined to be appropriate by the local legislative body:
- 2.6.1 designation
 - 2.6.2 incentives for preservation
 - 2.6.3 loans and grants
 - 2.6.4 public purchase
 - 2.6.5 non-development easement
 - 2.6.6 development rights transfer
 - 2.6.7 restrictive covenants
 - 2.6.8 regulations for protection, maintenance and appropriate development
 - 2.6.9 plans/policies/standards for preservation (U.S. Department of the Interior)
- 2.7 The County, and each municipality in the County, may utilize one or more of the following criteria, or others as may be determined, to make designation decisions for recommended lands, sites or structures:
- 2.7.1 archaeological, historic or cultural "significance"
 - 2.7.2 condition
 - 2.7.3 uniqueness
 - 2.7.4 accessibility
 - 2.7.5 cost/benefit
 - 2.7.6 extent to which land, site or structure is undisturbed
 - 2.7.7 presence of incompatible land uses or activities
 - 2.7.8 presence of environmental, health or safety hazards
 - 2.7.9 tourism potential
 - 2.7.10 educational value
 - 2.7.11 consent of owner
- 2.8 The legislative body of the County, and each municipality in the County, may utilize one or more of the following criteria, or others as may be determined, to make a dedesignation decision:
- 2.8.1 error in historical/archaeological/cultural research for the original designation
 - 2.8.2 economic hardship for owner leaving no reasonable use of the land, site or structure

- 2.8.3 deterioration of lands, site or structure
- 2.8.4 discovery of other (better) examples of lands, sites or structures
- 2.8.5 presence of land, site or structure on state or federal registers.

- 3. The County, and each municipality in the County, shall encourage public education programs regarding historic, archaeological and cultural lands, sites and structures as a means of raising public awareness of the value of maintaining those resources.

**COUNTY-WIDE PLANNING POLICY ON
NATURAL RESOURCES, OPEN SPACE AND PROTECTION
OF ENVIRONMENTALLY-SENSITIVE LANDS**

■ **Background - Requirements of Growth Management Act**

The Washington Growth Management Act identifies the following as planning goals: (1) maintain and enhance natural resource-based industries, including productive timber, agricultural and fisheries industries; (2) encourage the conservation of productive forest lands and productive agricultural lands, and discourage incompatible uses [RCW 36.70A.020(8)]; (3) encourage the retention of open space and development of recreational opportunities, conserve fish and wildlife habitat, increase access to natural resource lands and water, and develop parks [RCW 36.70A.020(9)]; and (4) protect the environment and enhance the state's high quality of life, including air and water quality, and the availability of water [RCW 36.70A.020(10)]. Although these goals are stated individually, the degree of interconnectedness between them leads to the development of a single, comprehensive planning policy. Although the Growth Management Act does not expressly require a county-wide planning policy on natural resources, open space and protection of environmentally sensitive lands, the addition of such a policy was specifically identified in the Pierce County Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R-91-172, September 24, 1991).

■ **County-Wide Planning Policy**

1. The following governmental entities shall act in coordination to identify, designate and conserve resources, and protect open space and environmentally sensitive lands:
 - 1.1 The State [RCW 36.70A.050(1)];
 - 1.2 The County
 - 1.3 Municipalities;
 - 1.4 Special Purpose Districts and entities;
 - 1.5 The Puget Sound Regional Council and Regional Authorities (Puget Sound Air Pollution Control Agency, Regional Transportation Planning Organization *et al*);
 - 1.6 The Federal government;
 - 1.7 Tribal governments;
 - 1.8 Public utilities.

2. "Natural resources" shall be defined, for the purpose of these policies, to include: mineral resources and mineral lands, productive timber lands, and fisheries industries.

3. County-wide natural resources identified and designated pursuant to this Policy shall be maintained and enhanced through one or more of the following means:

- 3.1 conservation;
 - 3.2 conservation combined with planned use;
 - 3.3 planned use;
 - 3.4 enhancement;
 - 3.5 education;
 - 3.6 preservation;
 - 3.7 purchase/acquisition;
 - 3.8 regulatory approaches; and
 - 3.9 compensable approaches.
4. The governmental entities specified in subpolicy 1 shall work cooperatively and consistently with each other to achieve this Policy through:
- 4.1 identifying, designating, maintaining, conserving, enhancing and/or protecting, as appropriate, natural resources through adoption of specific elements in the county and municipal comprehensive plans;
 - 4.2 developing appropriate implementation strategies and regulations;
 - 4.3 adopting local capital improvement programs designed to achieve the objectives of this Policy;
 - 4.4 coordinating standards and criteria between the programs of the governmental entities specified in subpolicy 1, including where necessary the use of inter-governmental agreements, so as to be consistent with the objectives of this Policy.
5. The County, and each municipality in the County, shall consider the following regarding natural resources:
- 5.1 placing a primary emphasis on maintaining, enhancing, conserving and/or protecting, as appropriate, designated and identified natural resources including lands of local, county and statewide significance;
 - 5.2 developing and applying criteria for limited development, if allowed, so as to maintain, enhance and conserve identified and designated important, productive or economically viable natural resources or natural resource based industries;
 - 5.3 ensuring the provision of buffers to protect environmentally sensitive lands where economic use of natural resource lands will cause adverse impacts;
 - 5.4 adopting a "no net loss" approach where applicable;
 - 5.5 utilizing positive incentives to ensure conservation over time;
 - 5.6 utilizing transfer of development rights or other flexible, clustered or compensable regulatory approaches;
 - 5.7 educating of all segments of the community concerning the importance of these Policy objectives;
 - 5.8 emphasizing the prevention of air and water quality degradation.

6. Environmentally sensitive lands, for the purpose of the Policy, shall include all designated critical areas pursuant to RCW 36.70A.030(5) including, but not limited to, wetlands, aquifer recharge areas, fish and wildlife habitat, geologically hazardous lands and shall include water supply areas, shorelines, creeks, streams, lakes, rivers, deltas, frequently flooded areas, estuaries, and unique geologic features such as canyons. The County, and each municipality in the County, shall maintain the following relationship between environmentally sensitive lands and development:
 - 6.1 give priority to protection of environmentally sensitive lands;
 - 6.2 develop standards and criteria for limited development if permitted in the County or in municipal comprehensive plans;
 - 6.3 where development is permitted, provide protection for environmentally-sensitive lands through the provision of appropriate buffers;
 - 6.4 adopt a "no net loss" approach;
 - 6.5 utilize of positive incentives for conservation;
 - 6.6 utilize of transfer of development rights or other flexible, clustered or compensatory regulatory approaches;
 - 6.7 designate environmentally sensitive lands of local, county and statewide significance;
 - 6.8 educate all segments of the community concerning the importance of these Policy objectives.
7. The County, and each municipality in the County, shall determine the amount of development permitted on environmentally sensitive lands by the nature of the area sought to be protected, on a case-by-case basis, in conjunction with SEPA regulations. Enhancements of environmentally sensitive lands, such as parks and observation towers, may be allowed.
8. The County, and each municipality in the County, as well as the other governmental entities specified in subpolicy 1 shall be in compliance with and seek to exceed federal and state environmental quality standards where required to achieve the objectives of this Policy;
9. The County, and each municipality in the County, as well as the other governmental entities specified in subpolicy 1 shall consider policies on environmentally sensitive lands in conjunction with other County-Wide Planning Policies, including, but not limited to, policies which address:
 - 9.1 urban growth areas;
 - 9.2 contiguous orderly development and the provision of urban services to such development;
 - 9.3 capital facility siting;
 - 9.4 transportation congestion management;
 - 9.5 infill development;
 - 9.6 affordable housing;
 - 9.7 state and local Shoreline Master Programs;

9.8 goals and mandates of federal and state land jurisdiction agencies including the Washington State Department of Natural Resources, the U.S. Forest Service, the National Park Service and Tribal governments.

10.1 Pierce County and each municipality within the County recognizes that recovery of a listed species involves geographic areas that may extend beyond one jurisdiction. Therefore, the Pierce County Regional Council or its designee shall coordinate efforts for species recovery and develop intergovernmental agreements that:

- 10.1 identify and protect currently remaining high priority diversified habitat;
- 10.2 create common standards which apply to critical habitat and associated areas such as watersheds, including approaches for the collection and sharing of monitoring information;
- 10.3 apply the use of best available science when drafting or amending documents such as Critical Areas Regulations, Shoreline Master Programs and Transportation Plans;
- 10.4 include an adaptive management strategy; and
- 10.5 pursue joint funding.

10.11 Open space, for the purpose of this Policy shall include parks, recreation areas, greenbelts/natural buffers, scenic and natural amenities or unique geological features or unique resources.

11.12 The County, and each municipality in the County, shall develop a plan for the provision of open space considering the following:

- 11.112.1 environmentally sensitive lands may also include open space and/or greenbelt areas;
- 11.212.2 open space areas are located only within urban growth areas;
- 11.312.3 open space is defined in conjunction with recreation and facilities.

12.13 The County, and each municipality in the County, shall designate appropriate open space:

12.113.1 following an assessment of local needs and based upon specific criteria;

- 12.1.113.1.1 to encourage open space cluster design;
- 12.1.213.1.2 to encourage natural buffering as part of development design

12.213.2 upon the recommendation of the governing body;

12.313.3 if such areas meet the above criteria of 12.1 and 12.2 and are in:

- 12.3.113.3.1 aquifer recharge areas
- 12.3.213.3.2 floodplains
- 12.3.313.3.3 unique resource areas

12.3.4 13.3.4 rare and endangered species (plant/animal) habitat

13.14 The County, and each municipality in the County, may make the following uses of open space:

- 13.1 14.1 recreational areas, including parks (golf courses, picnic areas, bicycle, equestrian and walking trails) and general recreation;
- 13.2 14.2 uses as considered on a case-by-case basis;
- 13.3 14.3 uses derived from community definition (*i.e.*, greenbelts)

14.15 The County, and each municipality in the County, shall encourage new housing to locate in a compatible fashion with open space designations or outside of designated open spaces.

15.16 The County, and each municipality in the County, shall regulate open space through:

- 15.1 16.1 zoning and subdivision ordinances, including but not limited to cluster and minimum lot size zoning, overlay zones and adequate off-site public facility regulations;
- 15.2 16.2 development impact fees for park and open space acquisition;
- 15.3 16.3 dedication of land or money in-lieu of land;
- 15.4 16.4 designation of open space corridors;
- 15.5 16.5 soil conservation measures;
- 15.6 16.6 wetlands, shorelines, floodplain or other environmentally sensitive lands ordinances;
- 15.7 16.7 development agreements.

16.17 The County, and each municipality in the County, shall inventory existing and newly designated open space by:

- 16.1 17.1 local planning inventory;
- 16.2 17.2 regional inventory.

17.18 The County, and each municipality in the County, shall authorize the following methods of retention of open space land or corridors:

- 17.1 18.1 public acquisition of property in fee simple or through development easement acquisition;
- 17.2 18.2 private acquisition with covenants, conditions and/or restrictions limiting the use of the property to open space;
- 17.3 18.3 alternatives to public purchase, including:

- 17.3.1 18.3.1 flexible zoning, subdivision and regulatory approaches designed for protection or preservation;
- 17.3.2 18.3.2 land trust

- 17.3.3 18.3.3 conservation easement
- 17.3.4 18.3.4 transfer of development rights and other compensable regulatory approaches
- 17.3.5 18.3.5 rails-to-trails
- 17.3.6 18.3.6 donation
- 17.3.7 18.3.7 preferential assessment
- 17.3.8 18.3.8 planned developments
- 17.3.9 18.3.9 dedication
- 17.3.10 18.3.10 impact fees
- 17.3.11 18.3.11 view easement
- 17.3.12 18.3.12 use value assessment;

17.4 18.4 retention of existing open space through:

- 17.4.1 18.4.1 coordination with the designation of resource lands of state-wide significance
- 17.4.2 18.4.2 required open space preservation within and without Urban Growth Boundaries established by PSRC
- 17.4.3 18.4.3 coordination with agricultural land owners and right to farm policies.

**COUNTY-WIDE PLANNING POLICY ON
SITING OF PUBLIC CAPITAL FACILITIES
OF A COUNTY-WIDE OR STATE-WIDE NATURE**

■ **Background - Requirements of Growth Management Act**

The Growth Management Act requires that the comprehensive plan of the County and of each municipality in the County include a process for identifying and siting essential public facilities [RCW 36.70A.200(1)]. "Essential" public facilities include, but are not limited to, those facilities that are typically difficult to site, such as airports, state education facilities, state or regional transportation facilities, state and local correctional facilities, solid waste handling facilities, and in-patient facilities, including substance abuse facilities, mental health facilities and group homes [RCW 36.70A.200(1)]. The State Office of Financial Management is required to maintain a list of essential state public facilities that are required or likely to be built within the next six (6) years. Facilities may be added to the list at any time. The Growth Management Act further mandates that no local comprehensive plan or development regulation may preclude the siting of essential public facilities [RCW 36.70A.200(2)].

■ **County-Wide Planning Policy**

1. The County, and each municipality in the County, shall adopt a policy and incorporate same in its comprehensive plan, on the siting of essential public capital facilities of a County-wide or state-wide nature.
 - 1.1 In addition to essential public facilities, other capital facilities included must be for a public use, must have a useful life of 10 years or more and must have a value of at least \$25,000 and be either
 - 1.1.1 a County-wide facility which has the potential for serving the entire County or more than one jurisdiction in the County; or
 - 1.1.2 a state-wide facility which serves or has the potential for serving the entire state, or which serves less than the entire state, but more than one county.
2. The County, and each municipality in the County, shall identify lands useful for public purposes and incorporate such designations in their respective comprehensive plans.
3. The County, and each municipality in the County, shall incorporate a policy and process in their respective comprehensive plans to identify and site essential public facilities on the list maintained by the State Office of Financial Management. The process and policy shall include the following components:

- 3.1 a requirement that the state provide a justifiable need for the public facility and for its location in Pierce County based upon forecasted needs and a logical service area;
 - 3.2 a requirement that the state establish a public process by which the residents of the County and of affected and "host" municipalities have a reasonable opportunity to participate in the site selection process.
4. The County and municipal policies shall be based upon the following criteria:
- 4.1 Specific facility requirements
 - 4.1.1 minimum acreage
 - 4.1.2 accessibility
 - 4.1.3 transportation needs and services
 - 4.1.4 supporting public facility and public service needs and the availability thereof
 - 4.1.5 health and safety
 - 4.1.6 site design
 - 4.1.7 zoning of site
 - 4.1.8 availability of alternative sites
 - 4.1.9 community-wide distribution of facilities
 - 4.2 Impacts of the facility
 - 4.2.1 land use compatibility
 - 4.2.2 existing land use and development in adjacent and surrounding areas
 - 4.2.3 existing zoning of surrounding areas
 - 4.2.4 existing Comprehensive Plan designation for surrounding areas
 - 4.2.5 present and proposed population density of surrounding area
 - 4.2.6 environmental impacts and opportunities to mitigate environmental impacts
 - 4.2.7 effect on agricultural, forest or mineral lands, critical areas and historic, archaeological and cultural sites.
 - 4.2.8 effect on areas outside of Pierce County
 - 4.2.9 effect on designated open space corridors
 - 4.2.10 "spin-off" (secondary and tertiary) impacts
 - 4.2.11 effect on the likelihood of associated development being induced by the siting of the facility
 - 4.3 Impacts of the facility siting on urban growth area designations and policies
 - 4.3.1 urban nature of facility
 - 4.3.2 existing urban growth near facility site

- 4.3.3 compatibility of urban growth with the facility
 - 4.3.4 compatibility of facility siting with respect to urban growth area boundaries
5. The County and municipal policies shall ensure that the facility siting is consistent with the adopted County and municipal comprehensive plans, including:
- 5.1 the future land use map and other required and optional plan elements not otherwise listed below
 - 5.2 the identification of lands for public purposes in the land use element
 - 5.3 the capital facilities plan element and budget
 - 5.4 the utilities element
 - 5.5 the rural element
 - 5.6 the transportation element
 - 5.7 the housing element
 - 5.8 the comprehensive plans of adjacent jurisdictions that may be affected by the facility siting
 - 5.9 regional general welfare considerations
6. The County and municipal policies may include standards and criteria related to:
- 6.1 the time required for construction
 - 6.2 property acquisition
 - 6.3 control of on- and off-site impacts during construction
 - 6.4 expediting and streamlining necessary government approvals and permits if all other elements of the County or municipal policies have been met.
 - 6.5 the quasi-public or public nature of the facility, balancing the need for the facility against the external impacts generated by its siting and the availability of alternative sites with lesser impacts.
7. The County and municipal policies may include standards and criteria related to:
- 7.1 facility operations
 - 7.2 health and safety
 - 7.3 nuisance effects
 - 7.4 maintenance of standards congruent with applicable governmental regulations, particularly as they may change and become more stringent over time.
8. The County and municipal policies on facility siting shall be coordinated with and advance other planning goals including, but not necessarily limited to, the following:
- 8.1 reduction of sprawl development
 - 8.2 promotion of economic development and employment opportunities
 - 8.3 protection of the environment

- 8.4 positive fiscal impact and on-going benefit to the host jurisdiction
- 8.5 serving population groups needing affordable housing
- 8.6 receipt of financial or other incentives from the state and/or the County or other municipalities
- 8.7 fair distribution of such public facilities throughout the County
- 8.8 requiring state and federal projects to be consistent with this policy.

COUNTY-WIDE PLANNING POLICY ON TRANSPORTATION FACILITIES AND STRATEGIES

■ Background - Requirements of Growth Management Act

The Washington Growth Management Act identifies transportation facilities planning and, specifically, encouraging efficient multi-modal transportation systems based on regional priorities and coordinated with local comprehensive plans, as a planning goal to guide the development and adoption of comprehensive plans and development regulations [RCW 36.70A.020(3)]. In addition, it identifies a transportation element as a mandatory element of a county or city comprehensive plan [RCW 36.70A.070(6)]. The transportation element must include: (a) land use assumptions used in estimating travel; (b) facilities and services needs; (c) finance; (d) intergovernmental coordination efforts, including an assessment of the impacts of the transportation plan and land use assumptions on the transportation systems of adjacent jurisdictions; and (e) demand management strategies [RCW 36.70A.070(6)(a)-(e)]. The Growth Management Act expressly requires a County-Wide Planning Policy on transportation facilities and strategies [RCW 36.70A.210(3)(d)].

■ County-Wide Planning Policy

1. For the purpose of this Policy, the following transportation services shall be deemed County-wide in nature:
 - 1.1 state and federal highways;
 - 1.2 major arterials;
 - 1.3 public transit facilities and services;
 - 1.4 waterborne transportation (ferries, shipping);
 - 1.5 airports (passenger or freight);
 - 1.6 rail facilities (passenger or freight);

2. The following facilities and system components shall be included in the multi-modal network:
 - 2.1 roads, including major highways, arterials and collectors;
 - 2.2 public transit, including bus, rail, and park & ride lots;
 - 2.3 non-motorized facilities;
 - 2.4 ferries;
 - 2.5 airports;
 - 2.6 parking facilities
 - 2.7 facilities related to transportation demand management.

3. The County, and each municipality in the County, shall coordinate service levels between jurisdictions including federal and state departments of transportation and other transportation service providers by:

- 3.1 designating roadway, intersection and transit Levels of Service (LOS);
 - 3.2 understanding that the adopted LOS will affect not only the quality of the transportation system, but also the amount of public investment required and the permissible growth levels which the transportation system can support;
 - 3.3 entering into interlocal agreements, where necessary, to establish uniform, coordinated service levels between jurisdictions for county-wide facilities.
4. In the County, and in each municipality in the County, the adopted LOS may be:
- 4.1 set below existing levels (thereby allowing reserve capacity for growth and minimizing the need for new capital investment, but, perhaps allowing congestion above what is tolerable to the public);
 - 4.2 set above existing levels (thereby increasing comfort and convenience of travel, enhancing economic development and minimizing some environmental impacts, but, perhaps, requiring additional public expenditures and/or precipitating development moratoria);
 - 4.3 set at existing levels (thereby allowing new development to mitigate full marginal impacts, but, existing level may not mirror what is acceptable to the public);
 - 4.4 set at different levels of service in different zones;
 - 4.5 set at different levels of service based on facility classifications;
 - 4.6 set for multi-modal facilities.
5. The County, and each municipality in the County, shall determine the adequacy of transportation facilities taking into account existing development, approved but unbuilt development and proposed development through utilization of:
- 5.1 capacity-to-demand (LOS);
 - 5.2 availability of capacity including phased capacity;
 - 5.3 coordination of appropriate standards of design across jurisdictional lines.
6. The County, and each municipality in the County, shall address substandard LOS for existing facilities or "existing deficiencies" by:
- 6.1 designating funding mechanisms within each jurisdiction;
 - 6.2 prioritizing facilities needed to correct existing deficiencies in capital improvements/transportation improvements programs;

- 6.3 using transportation demand management (*i.e.*, demand-side regulations) to minimize demand created by existing users of transportation facilities;
 - 6.4 using transportation systems management (*i.e.*, supply-side adjustments to transportation system) to redirect traffic to uncongested areas and to modify travel behavior.
7. The following jurisdictions will be responsible for the correction of existing transportation deficiencies in the Urban Growth Areas:
 - 7.1 the County, in unincorporated areas;
 - 7.2 a municipality, in incorporated areas;
 - 7.3 joint County-municipal, when part of an agreement for a joint planning area.
 8. The County, and each municipality in the County, shall adopt parking regulatory codes for:
 - 8.1 park/ride;
 - 8.2 parking requirements for public facilities so as to encourage public transit use.
 9. The County, and each municipality in the County, shall address concurrency through the following methods:
 - 9.1 providing transportation facilities needed to accommodate new development within six years of development approval;
 - 9.2 limiting new development to a level that can be accommodated by existing facilities and facilities planned for completion over the next six years;
 - 9.3 encouraging new and existing development to implement measures to decrease congestion and enhance mobility through transportation demand and congestion management.
 10. The County, and each municipality in the County, shall address compatibility between land use and transportation facilities by:
 - 10.1 requiring new transportation facilities and services in areas in which new growth is appropriate or desirable to be phased within a twenty-year time frame consistent with tiered areas and six year capital improvement programs;
 - 10.2 restricting the extension of new transportation facilities into areas not planned for growth (*e.g.*, outside urban growth areas);
 - 10.3 using development regulations to ensure that development does not create

demands exceeding the capacity of the transportation system

- 10.3.1 density limits in areas outside of urban growth areas;
- 10.3.2 concurrency management and adequate public facility regulation;
- 10.3.3 integrated multi-modal and non-motorized networks.

10.4 using land use regulations to increase the modal split between automobiles and other forms of travel:

- 10.4.1 high densities in transit and transportation corridors;
- 10.4.2 dedications/impact fees to provide public transit facilities;
- 10.4.3 require pedestrian-oriented design;
- 10.4.4 encourage or require mixed use development;
- 10.4.5 facilitate ease of access for physically challenged individuals.

10.5 approving transportation facilities in conjunction with land use approvals.

11. The County, and each municipality in the County, shall address environmental impacts of the transportation policies through:

- 11.1 programming capital improvements and transportation facilities designed to alleviate and mitigate impacts on land use, air quality and energy consumption such as high-occupancy vehicle lanes, public transit, vanpool/carpool facilities, or bicycle/pedestrian facilities designed for home-to-work travel;
- 11.2 locating and constructing transportation improvements so as to discourage adverse impacts on water quality and other environmental features.

12. The County, and each municipality in the County, shall address energy consumption/conservation by:

- 12.1 designing transportation improvements to encourage alternatives to automobile travel;
- 12.2 locating and designing new development so as to encourage pedestrian or non-automobile travel;
- 12.3 providing regulatory and financial incentives to encourage the public and private sector to conserve energy;
- 12.4 reducing the number of vehicle miles traveled and number of vehicle trips.

13. The County, and each municipality in the County, shall provide the following facilities to encourage alternatives to automobile travel and/or to reduce the number of vehicle miles travelled (modal split, trip generation and trip length):
 - 13.1 structural alternatives (public transit [fixed guideway/rail systems, buses, paratransit services]; construction of new high-occupant vehicle lanes; limitations on highway/roadway construction; carpool/vanpool facilities; non-recreational bicycle/pedestrian facilities);
 - 13.2 non-structural/regulatory alternatives (growth management [concurrency; urban growth areas]; road/congestion pricing; auto-restricted zones; parking management; site design; ridesharing incentives).

14. The County, and each municipality in the County, shall utilize the following transportation systems management measures (*i.e.*, measures to improve the efficiency of the existing transportation network by utilizing lower cost and more quickly implemented improvements) to make the most efficient use of the existing roadway system:
 - 14.1 structural improvements (*e.g.*, super street arterials, signalization improvements, computerized signal systems, one-way streets, ramp metering, designation of HOV lanes, reversible traffic lanes);
 - 14.2 non-structural improvements (*e.g.*, incident detection and monitoring systems; network surveillance and control; motorist information systems; turn prohibitions; alternative work hours).

15. The County, and each municipality in the County, shall consider a number of financing measures, including but not limited to:
 - 15.1 general revenues;
 - 15.2 fuel taxes;
 - 15.3 toll roads;
 - 15.4 bonding;
 - 15.5 congestion pricing;
 - 15.6 public/private partnerships;
 - 15.7 assessment and improvement districts, facility benefit assessments, impact fees, dedication of right-of-way and voluntary funding agreements;
 - 15.8 others, as may be appropriate.

16. Access needs and control for County and/or municipal funded transportation facilities will be coordinated through:
 - 16.1 designating limited access facilities in the regional plan;

- 16.2 determining access regulations through mutual agreement by the affected jurisdictions and/or by an agency designated by the affected jurisdictions;
- 16.3 developing access regulations by the agency having primary jurisdiction or funding responsibility.

**COUNTY-WIDE PLANNING POLICY ON URBAN GROWTH AREAS,
PROMOTION OF CONTIGUOUS AND ORDERLY DEVELOPMENT
AND PROVISION OF URBAN SERVICES TO SUCH DEVELOPMENT**

■ **Background - Requirements of Growth Management Act**

The Washington Growth Management Act identifies the encouragement of development in urban areas where adequate public facilities and services exist or can be provided in an efficient manner [RCW 36.70A.020(1)], the reduction of sprawl (*i.e.*, the inappropriate or premature conversion of undeveloped land into low-density development) [RCW 36.70A.020(2)], and the provision of adequate public facilities and services necessary to support urban development at the time the development is available for occupancy and use (without decreasing current service levels below locally established minimum standards) [RCW 36.70A.020(12)] as planning goals to guide the development and adoption of comprehensive plans and development regulations.

The Growth Management Act further requires (1) that the County designate an "urban growth area" or areas within which urban growth shall be encouraged and outside of which growth shall occur only if it is not "urban" in character; (2) that each municipality in the County be included within an urban growth area; (3) that an urban growth area include territory outside of existing municipal boundaries only if such territory is characterized by urban growth or is adjacent to territory that is already characterized by urban growth. [RCW 36.70A.110(1); for definition of "urban growth" see RCW 36.70A.030(14).]

The designated county and municipal urban growth areas shall be of adequate size and appropriate permissible densities so as to accommodate the urban growth that is projected by the State Office of Financial Management to occur in the County for the succeeding 20-year period. While each urban growth area shall permit urban densities, they shall also include greenbelt and open space areas [RCW 36.70A.110(2)].

As to the timing and sequencing of urban growth and development over the 20-year planning period, urban growth shall occur *first* in areas already characterized by urban growth that have existing public facility and service capacities to service such development, *second* in areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources [RCW 36.70A.110(3)]. Urban government services shall be provided primarily by cities, and should not be provided in rural areas.

The Growth Management Act Amendments expressly require that county-wide planning policies address the implementation of urban growth area designations [RCW 36.70A.210(3)(a)], the promotion of contiguous and orderly development, the provision of urban services to such development [RCW 36.70A.210(3)(b)], and the coordination of joint county and municipal planning within urban growth areas [RCW 36.70A.210(3)(f)].

■ **Principles of Understanding Between Pierce County and the Municipalities in Pierce County**

While following the goals and regulations of the Growth Management Act, Pierce County and the municipalities in Pierce County will strive to protect the individual identities and spirit of each of our cities and of the rural areas and unincorporated communities.

Further agreements will be necessary to carry out the framework of joint planning adopted herein. These agreements will be between the County and each city and between the various cities.

The services provided within our communities by special purpose districts are of vital importance to our citizens. Consistent with the adopted regional strategy, these districts will be part of future individual and group negotiations under the framework adopted by the County and municipal governments.

While the Growth Management Act defines sewer service as an urban service, Pierce County currently is a major provider of both sewer transmission and treatment services. The County and municipalities recognize that it is appropriate for the County and municipalities to continue to provide sewer transmission and treatment services.

The County recognizes that urban growth areas are often potential annexation areas for cities. These are also areas where incorporation of new cities can occur. The County will work with existing municipalities and emerging communities to make such transitions efficiently.

At the same time, annexations and incorporations have direct and significant impacts on the revenue of county government, and therefore, may affect the ability of the County to fulfill its role as a provider of certain regional services. The municipalities will work closely with the County to develop appropriate revenue sharing and contractual services arrangements that facilitate the goals of GMA.

The County-Wide Planning Policies are intended to be the consistent "theme" of growth management planning among the County and municipalities. The policies also spell out processes and mechanisms designed to foster open communication and feedback among the jurisdictions. The County and the cities and towns will adhere to the processes and mechanisms provided in the policies.

In the County's Comprehensive Plan, the County designated a Comprehensive Urban Growth Area (CUGA). The CUGA is intended to set the limits for any further urban development and encourage infilling for the County and the cities and towns within the CUGA.

The individual cities and towns within the CUGA, in collaboration with the County, have established Urban Service Areas (USAs). Each USA mapped within the CUGA is based upon the information provided by the individual city or town. These individual city and

town USAs within the CUGA are included as part of the County's Comprehensive Plan. Although the County and the cities and towns within the CUGA concur that individual USAs may change as growth management planning and implementation proceed, the affected municipalities and the County agree that USA designations are provided under the terms of the June 30, 1992 County-Wide Planning Policies and RCW 36.70A.170.

In addition to the CUGA, there are Urban Growth Area (UGA) designations for cities and towns outside the boundary of the CUGA. These are referred to as satellite or stand-alone cities or towns.

In the County-Wide Planning Policies, the term Urban Service Areas shall be assumed to be synonymous with Urban Growth Areas.

■ Centers

Centers are intended to be areas of concentrated employment and/or housing within urban growth areas which serve as the hubs of transit and transportation systems. They are integral to creating compact urban development that conserves resources and creates additional transportation, housing, and shopping choices. Centers are an important part of the regional strategy (VISION 2020) for urban growth and are required to be addressed in the County-Wide Planning Policies. Centers will become focal points for growth within the county and will be areas where public investment is directed.

Centers are intended to:

- be priority locations for accommodating growth;
- strengthen existing development patterns;
- promote housing opportunities close to employment;
- support development of an extensive transportation system which reduces dependency on automobiles; and
- maximize the benefit of public investment in infrastructure and services.

Vision 2020, the adopted regional growth strategy, identifies numerous different types of Centers as an integral feature, including Urban Centers and Town Centers, which feature a mix of land uses, and Manufacturing Centers, which consist primarily of manufacturing and industrial uses. Pierce County has identified three types of Urban Centers and one Manufacturing/Industrial Center that are applicable and consistent with the adopted regional vision. These centers, as well as possible examples of them, are:

<u>Urban Centers</u>	<u>Example</u>
Metropolitan Center	Tacoma CBD
Urban Center	Lakewood Mall
Town Center	Sumner

Manufacturing/Industrial Center
Manufacturing Center

Frederickson

Manufacturing Centers are areas where employee- or land-intensive uses will be located. These centers differ from Urban Centers in that they consist of an extensive land base and the exclusion of non-manufacturing uses are essential features of their character. These areas are characterized by a significant amount of manufacturing, industrial and advanced technology employment uses. Large retail and non-related office uses are discouraged. Other than caretakers' residences, housing is prohibited within Manufacturing Centers. However, these centers should be linked to high density housing areas by an efficient transportation system.

Within Pierce County, a limited number of centers, both urban and manufacturing, will be designated within individual jurisdictions' comprehensive plans. In order to be designated, a center must meet the criteria contained within the County-Wide Planning Policies.

Designated Centers may vary substantially in the number of households and jobs they contain today. The intent of the County-Wide Planning Policies is that Urban Centers grow to become attractive places to live and work, while supporting efficient public services such as transit and being responsive to the local market for jobs and housing.

The County-Wide Planning Policies establish target levels for housing and employment needed to achieve the benefit of an Urban Center. Some Centers will reach these levels over the next twenty years, while for others the criteria set a path for growth over a longer term, providing capacity to accommodate growth beyond the twenty year horizon.

Each jurisdiction which designates an Urban Center shall establish 20-year household and employment growth targets for that Center. The expected range of targets will reflect the diversity of the various centers and allow communities to effectively plan for needed services. The target ranges not only set a policy for the level of growth envisioned for each Center, but also for the timing and funding of infrastructure improvements. Reaching the target ranges will require careful planning of public investment and providing incentives for private investments.

Urban Growth Outside of Centers

A variety of urban land uses and areas of growth will occur outside of designated centers but within the urban growth area. Local land use plans will guide the location, scale, timing and design of development within urban growth areas. The urban growth area will be where the majority of future growth and development will be targeted. Development should be encouraged which complements the desired focus of growth into centers and supports a multimodal transportation system. For example, policies which encourage infill and revitalization of communities would help to achieve the regional and statewide objectives of a compact and concentrated development pattern within urban areas. The County-Wide policies provide guidance for development and the provision of urban services to support development within the urban growth area.

Satellite Cities and Towns

The cities and towns in the rural areas are a significant part of Pierce County's diversity and heritage. They have an important role as local trade and community centers. These cities and towns are the appropriate providers of local rural services for the community. They also contribute to the variety of development patterns and housing choices within the county. As municipalities, these cities and towns provide urban services and are located within designated Urban Growth Areas. The urban services, residential densities and mix of land uses may differ from those of the large, generally western Urban Growth Areas in Pierce County.

■ County-Wide Planning Policy

1. The County shall designate urban growth areas for the County and for each municipality in the County based on consultations between the County and each municipality and pursuant to the following process:
 - 1.1 initial designation of proposed municipal urban growth area by each municipality;
 - 1.2 County designation of proposed County urban growth area;
 - 1.3 County review of initial ~~proposed~~ municipal urban growth area designations considering:
 - 1.3.1 Growth Management Act criteria and standards;
 - 1.3.2 coordination with other County-wide policies, particularly those on agricultural land preservation; natural resources, open space and protection of environmentally-sensitive lands; transportation; and affordable housing;
 - 1.3.3 overlapping municipal urban growth area boundaries;
 - 1.3.4 gaps between urban growth area boundaries;
 - 1.3.5 ~~County procedures for amending the Pierce County Comprehensive Plan as set forth in Chapter 19C.10, Pierce County Code.~~
 - 1.4 County referral of proposed urban growth area designations to the Steering Committee ~~Pierce County Regional Council~~, or its successor entity.
 - 1.4.1 The Steering Committee ~~Pierce County Regional Council~~, or its successor entity, may ~~may~~ shall refer the proposed designations to the Growth Management Coordinating Committee (GMCC), or its successor entity for technical advise and for a report.

- 1.4.2 The Steering Committee ~~Pierce County Regional Council~~, or its successor entity, may conduct public meetings to review the proposed designation and, at such meetings, may accept oral or written comments and communications from the public.
- 1.4.3 At the conclusion of its review and analysis, the Steering Committee ~~Pierce County Regional Council~~, or its successor entity, shall make a recommendation to the County and to the municipalities in the County.

~~1.5 County designation and attempt to reach agreement through negotiation with each municipality or, in case of impasse, through a designated mediation process within the County prior to State Department of Community Development review;~~

- ~~1.5.1 if no agreement, justification by County in writing for designated urban growth area delineation;~~
- ~~1.5.2 possible formal objection by municipality to State Department of Community Development;~~
- ~~1.5.3 resolution of conflict via mediation by State Department of Community Development.~~

~~1.6 Following an agreement between the County and municipality on the designation of the urban growth area, or, in the case of an impasse, following a designation determination via mediation by the State Department of Community Development, the legislative body of the County shall adopt the urban growth area designation by ordinance.~~

~~1.5. County designation of urban growth areas and coordination with municipalities~~

- ~~1.5.1 Review of Pierce County Regional Council recommendations and public hearing process pursuant to the County's plan amendment procedures, Chapter 19C of Pierce County Code.~~
- ~~1.5.2 County notification of the cities and towns of pending hearings.~~
- ~~1.5.3 County adoption of findings of fact justifying the approval of urban growth boundary amendment requests.~~
- ~~1.5.4 County designation of urban growth area amendments through adoption of an ordinance amending the Pierce County Comprehensive Plan.~~
- ~~1.5.5 Mediation based on appeal.~~

~~1.7.1.6~~ The adopted urban growth area designations shall be transmitted to the legislative bodies of each municipality in the County and said municipality shall adopt its applicable urban growth area designation by resolution or ordinance.

1.8.17 Once adopted by the County, the urban growth area designations shall not be changed except in accordance with the County-Wide Policy on "Amendments and Transition."

1.8. Any municipality can establish study areas for areas outside of their incorporated limits or urban growth areas for study, discussion, and analysis as part of the development of a comprehensive plan or the amendment of an urban growth area. Municipalities shall coordinate with the County and adjoining municipalities affected by the study.

1.9. Municipalities shall not annex areas beyond their individual designated urban growth area or urban service area. In instances where overlaps of urban growth areas or urban service areas exist, any municipality included in the overlap can accept an application for annexation.

2. The following specific factors and criteria shall dictate the size and boundaries of urban growth areas:

2.1 Size

2.1.1 urban growth areas must be of sufficient size to accommodate *only* the urban growth projected to occur over the succeeding 20-year planning period taking into account the following:

- a. land with natural constraints, such as critical areas (environmentally- sensitive land);
- b. agricultural land to be preserved;
- c. greenbelts and open space;
- d. New Fully Contained Communities pursuant to RCW §36.70A.350 consistent with the classification of centers as specified in the Vision 2020 Plan. (New fully contained communities are characterized by mixed uses, *i.e.*, residential of various types and styles, commercial, office and other, presence of employment centers, affordable housing and transportation modalities. A large-scale residential-only development does not qualify as a new fully contained community for purposes of this Policy.);
- e. maintaining a supply of developable land sufficient to allow market forces to operate and precluding the possibility of a land monopoly but no more than is absolutely essential to achieve the above purpose;
- f. existing projects with development potential at various stages of the approval or permitting process (*i.e.*, the "pipeline");
- g. land use patterns created by subdivisions, short plats or large lot divisions;

- h. build-out of existing development and areas which are currently only partially built out.

~~follow existing parcel boundary lines. If a parcel is split and more than 50% is within the urban growth boundary, the entire parcel shall be considered part of the urban growth area as long as the increase does not exceed 2% of the municipality's total urban growth area.~~

- 2.1.2 The County, and each municipality in the County, shall develop and propose objective standards and criteria to disaggregate the State Office of Financial Management's County-wide growth forecasts for the allocation of projected population to the County and municipalities, utilizing as the primary criteria the availability and concurrency of public facilities and services with the impact of development.

2.2 Boundaries

- 2.2.1 Any of the following shall be considered in determining the location of urban growth area boundaries:

- a. geographic, topographic, and manmade features;
- b. public facility and service availability, limits and extensions;
- c. jurisdictional boundaries including special improvement districts;
- d. location of designated natural resource lands and critical areas;
- e. avoidance of unserviceable islands of County land surrounded by other jurisdictional entities;
- f. Vision 2020 urban/rural line and PSAPCA burn ban line.

~~2.3 Tier Determination~~

- ~~2.3.1 The County, and each municipality in the County, shall designate "tiers" within their designated urban growth area to discourage urban sprawl and leapfrog development and encourage adequate public facilities and services concurrent with development, as follows:~~

- ~~a. primary growth area (i.e., areas already characterized by urban growth that have existing public facility and service capacities);~~
- ~~b. secondary growth area (i.e., areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources);~~

e. ~~tertiary growth area (i.e., areas adjacent to areas already characterized by urban growth, but not presently served with public facilities and services).~~

2.3.2 ~~Upon designation of tiers, the County, and each municipality in the County, shall adopt a process as well as standards and criteria by which a shift of land from one tier to another would take place;~~

2.3.3 ~~The primary growth area should relate closely to the County's or the respective municipality's 6-year capital facilities plan; urban growth in the primary urban growth area shall be sensitive to compatibility and fit with the type and density of existing development making use of such techniques as:~~

a. ~~sliding scale buffering and screening requirements based on adjacent use considerations~~

b. ~~performance standards~~

c. ~~height and bulk limitations~~

d. ~~provision of open space~~

e. ~~front, side and rear yard requirements~~

f. ~~protection of natural resources and environmentally sensitive lands~~

g. ~~architectural controls and design standards.~~

2.3.4 ~~The secondary, (years 7-13) and tertiary (years 14-20) growth areas shall relate to the long range planning, capital improvement and service provision horizon.~~

2.3.5 ~~In the secondary and tertiary (if applicable) growth areas, various techniques shall be made available to property owners to ensure a reasonable use within a reasonable period of time; these may include, but are not limited to, the following:~~

a. ~~conservation easements;~~

b. ~~preferential tax assessment;~~

c. ~~cluster housing, utilizing the presently authorized number of units;~~

d. ~~planned unit development;~~

e. ~~transfer of development rights;~~

f. ~~purchase of property;~~

g. ~~open space corridor designation;~~

h. ~~greenbelt designation;~~

i. ~~other innovative techniques.~~

2.3.6 ~~New fully contained communities may be approved within the current tier or subsequent tiers provided that any such approval shall include a phasing plan to ensure that the various segments of the development are timely served by adequate public facilities and~~

~~services in accordance with the other provisions of these policies.~~

2.4.2 Municipal urban growth boundaries shall be determined as set forth above and with consideration for the following additional factors:

- 2.4.1.3.1 the VISION 2020 document;
- 2.4.2.3.2 the carrying capacity of the land considering natural resources, agricultural land and environmentally-sensitive lands;
- 2.4.3.3.3 population and employment projections;
- 2.4.4.3.4 financial capabilities and urban services capacities;
- 2.4.5.3.5 consistency and compatibility with neighborhood, local and regional plans;
- 2.4.6.3.6 the existing land use and subdivision pattern.

2.5.2.4 The County's urban growth area shall be limited to the following:

- 2.5.1.4.1 classification of centers pursuant to VISION 2020;
- 2.5.2.4.2 New fully contained communities;
- 2.5.3.4.3 high intensity transportation corridors;
- 2.5.4.4.4 build-out of existing partially developed areas with urban services;

2.6.2.5 The County's urban growth area may be extended to allow for build-out of newly developed areas only if development capacity within municipal urban growth boundaries and growth in the areas identified in Policy 2.5 is determined to be inadequate to meet total population and employment projections consistent with the other policies set forth herein.

3. Within the delineated urban growth areas, the County, and each municipality in the County, shall adopt measures to ensure that growth and development are timed and phased consistent with the provision of adequate public facilities and services.

3.1 "adequacy" shall be defined by locally established service level standards for local facilities and services both on the site and off-site and by the County for County-owned or operated facilities and services; the definition of levels of service standards may allow for the phasing-in of such standards as may be provided in the capital facilities element of County or municipal comprehensive plans.

3.2 "public facilities" include:

- 3.2.1 streets, roads, highways, sidewalks, street and road lighting systems, and traffic signals
- 3.2.2 domestic water systems
- 3.2.3 sanitary sewer systems

- 3.2.4 storm sewer systems
- 3.2.5 park and recreational facilities
- 3.2.6 schools

3.3 "public services" include:

- 3.3.1 fire protection and suppression
- 3.3.2 law enforcement
- 3.3.3 public health
- 3.3.4 education
- 3.3.5 recreation
- 3.3.6 environmental protection
- 3.3.7 other governmental services, including power, transit and libraries

3.4 The following policies shall be applicable to the provision of sanitary sewer service in the County:

3.4.1 Relationship of Sewer Interceptors to Comprehensive Plans. The timing, phasing and location of sewer interceptor expansions shall be included in the capital facilities element of the applicable municipal or County comprehensive plans and shall be consistent with County-Wide Planning Policies, the Urban Growth Area boundaries and the local comprehensive land use plan. The phased expansions shall be coordinated among the County and the municipalities therein and shall give priority to existing urbanized unincorporated areas within the Urban Growth Area and to existing municipalities that do not have the ability to add capacity.

3.4.2 ~~New Sanitary Sewer Service Interceptor~~ Extensions/Expansions

- a. ~~new sanitary sewer service~~ interceptors shall only extend outside of Urban Growth Areas where (i) sewer service will remedy ground water contamination and other health problems by replacing septic systems and community on-site sewage systems, or (ii) a formal binding agreement to service an approved planned development was made prior to the establishment of the Urban Growth Area, ~~or (iii) an interceptor will convey wastewater originating within a designated urban growth area to sewerage facilities in another designated urban growth area, or (iv) as provided for by RCW 36.70A.070(d): limited areas of more intensive rural development.~~
- b. ~~new sanitary sewer service~~ interceptors inside Urban Growth Areas must follow Tier phasing of capital facilities (1-6), (7-13), (14-20) unless (i) sewer service will remedy ground water contamination and other health problems by replacing

septic systems and community on-site sewage systems, or
(ii) a formal binding agreement to service an approved
planned development was made prior to the establishment of
the Urban Growth Area, or (iii) an interceptor will convey
wastewater originating within a designated urban growth
area to sewerage facilities in another designated urban
growth area;

- c. ~~new sanitary~~ sewer service connections from interceptors shall not be made available to properties along the interceptor alignment where urban intensity development is not consistent with the Urban Growth Area boundary or tier designations and the County or municipal comprehensive land use plans ~~outside the Urban Growth Area except as provided under (a) and (b) above.~~

3.4.3 On-Site and Community Sewage Systems

- a. in order to protect the public health and safety of the citizens of Pierce County and of the municipalities in the County, to preserve and protect environmental quality including, but not limited to, water quality and to protect aquifer recharge areas, it is necessary to adopt policies on the location and use of on-site and community sewage systems ~~known as Rules and Regulations of the Tacoma Pierce County Board of Health for On-Site and Community Sewage Systems Within the Urban Growth Area;~~
- b. ~~the County and municipalities shall ask the Tacoma Pierce County Board of Health to direct the Health Department to develop the necessary regulations to eliminate the development of new residential and commercial uses on on-site and community sewage systems within the urban areas in the unincorporated County or within municipal boundaries consistent with the County wide planning policies. The goal of these regulations shall be the elimination of all new permanent on site and community septic systems within the urban areas in the unincorporated County or within municipal boundaries, but would allow for interim on-site approved septic systems where sewer facilities are not available. For commercial development, these regulations shall recognize the differences in the strength, nature and quantity of effluent. These regulations shall be developed by July 1, 1993.~~
- e-b. new industrial development on community or on-site sewage systems shall not be allowed in urban areas in the unincorporated County or within municipal boundaries. Sanitary facilities necessary for recreation sites may be

exempt from this policy.

- d-c it is not the intent of these policies to require any individual property owner on an existing, properly permitted and functioning septic system to connect to a public sewer unless the septic system fails or the current use of the property changes or the density of development on the property increases.

3.4.4 The availability or potential for availability of sewer treatment plant capacity shall not be used to justify expansion of the sewer system or development in a manner inconsistent with the County-Wide Planning Policy, Urban Growth Area boundaries and the applicable municipal or County comprehensive land use plans.

3.5 Non-Municipal Service-Provision Entities

3.5.1 Special purpose districts shall conform their capital facility and service plans so as to be consistent with the capital facility element of the County or municipal comprehensive plans.

3.5.2 Where facilities and services will be provided by special purpose, improvement or facility service provision entities, such entities shall coordinate the provision of facilities and services with the County, and each affected municipality in the County, so that new growth and development is, in fact, served by adequate public facilities and services at the time of development.

3.6 The County, and each municipality in the County, shall adopt plans and implementation measures to ensure that sprawl and leapfrog development are discouraged in accordance with the following:

3.6.1 urban growth within UGA boundaries is located first in areas already characterized by urban growth that have existing public facility and service capacities to serve such development;

3.6.2 urban growth is located next in areas already characterized by urban growth that will be served by a combination of both existing public facilities and services and any additional needed public facilities and services that are provided by either public or private sources;

3.6.3 "urban growth" refers to a predominance of areas or uses within the Urban Growth Area which exhibit one or a combination of the following:

- a. intensive use of land for buildings and structures;
- b. high percentage of impermeable surfaces;
- c. incompatibility with the primary use of land for the production of food, other agricultural products or fiber, or the extraction of mineral resources;

- d. need for urban governmental services.

3.6.4 "Characterized by urban growth" refers to:

- a. land having urban growth on it;
- b. land located in relationship to an area with urban growth on it as to be appropriate for urban growth.

3.6.5 Urban government services shall be provided primarily by cities and urban government services shall not be provided in rural areas.

3.7 Public facilities and services will be considered available "*at the time of development*" as follows:

3.7.1 as to all public facilities and services other than transportation, if the facility or service is in place at the time demand is created, or if the County or municipality has made appropriate provision to meet the demand for the public facility or service through one or more of the following techniques:

- a. inclusion of the public facility or service in the applicable County or municipal capital facilities plan element and specification of the full source of the funding for such project;
- b. impact fees;
- c. required land dedication;
- d. assessment districts;
- e. users fees and charges;
- f. utility fees;
- g. other.

3.7.2 as to transportation facilities, if needed transportation improvements are within the then existing 6-year capital facilities plan element and program, but only if a specific financial commitment to the transportation improvement project has been made.

3.7.3 public facilities and services will not be considered available at the time of development unless they are provided consistently with the applicable level of service standards adopted in the capital facilities element of the Comprehensive Plan.

3.8 Public facility and service *adequacy* shall be determined by the County, and each municipality in the County, based upon:

- 3.8.1 the specific public facility or service;
- 3.8.2 the adopted or established level of service standard

- a. established by each municipality for local facilities and services;
- b. established by the County for County-wide facilities and services;
- c. established through interlocal agreements for cross-jurisdictional facilities and services.

3.8.3 the current usage of the existing public facilities and services, existing development commitments and obligations, the vested or non-vested status of pipeline approvals or existing lots of record, and new development applications.

3.8.4 where development projects partially meet adequacy of public facilities and services standards, development approval may be authorized for that portion of the project that meets the adequacy standards or the project may be phased to coincide with the phasing of future availability of adequate public facilities and services.

3.9 Facility and service provision/extension to new development areas shall be subject to the following:

3.9.1 imposition of requirement for payment of the full, but fair, share of costs of needed facilities and services on the new development through:

- a. impact fees;
- b. assessment districts;
- c. user fees and charges;
- d. surcharges;
- e. dedication;
- f. utility fees;
- g. other, as appropriate.

3.9.2 consideration of the total impact of the facility or service extension on the achievement of other policies, goals and objectives, in addition to the impact on the area being served.

3.9.3 if necessary to minimize off-site impacts, specify that such service extensions (e.g., sewer, water) are *not* subject to connection by intervening landowners.

4. Joint planning. Designated Urban Growth Areas of municipalities, outside of municipal corporate limits, shall be subject to joint municipal-County planning. Joint jurisdictional planning shall occur in those other areas where the respective jurisdictions agree such joint planning would be beneficial.

4.1 Joint planning may be municipal-municipal as well as municipal-County.

- 4.2 When joint planning is required, the joint planning effort shall determine and resolve issues including, but not limited to, the following:
 - 4.2.1 how zoning, subdivision and other land use approvals in designated urban growth areas of municipalities will be coordinated;
 - 4.2.2 how appropriate service level standards for determining adequacy and availability of public facilities and services will be coordinated;
 - 4.2.3 how the rate, timing, and sequencing of boundary changes will be coordinated;
 - 4.2.4 how the provision of capital improvements to an area will be coordinated;
 - 4.2.5 to what extent a jurisdiction(s) may exercise extrajurisdictional responsibility.

- 4.3 Joint planning may be based upon factors including, but not limited to, the following:
 - 4.3.1 contemplated changes in municipal and special purpose district boundaries;
 - 4.3.2 the likelihood that development, capital improvements, or regulations will have significant impacts across a jurisdictional boundary;
 - 4.3.3 the consideration of how public facilities and services are and should be provided and by which jurisdiction(s).

5. Urban Development Standards.

- 5.1 The provisions of this section shall apply to all municipalities and urban growth areas located in the County.

- 5.2 The following development standards shall be the minimum required for urban developments and shall apply to all new development in urban growth areas, except as provided in Section 5.6 below.
 - 5.2.1 Streets, Roads and Arterials. All public streets, roads, and arterials shall be constructed to the minimum requirements outlined in the City and County Design Standards adopted pursuant to RCW 35.78.030 and RCW 43.32.020. Curbs, gutters, and sidewalks will be required on both sides. Private streets and roads may be approved, but shall be required to meet these requirements.
 - 5.2.2 Street Lighting. Street lighting shall be required at signalized intersections. Street lighting in new subdivisions shall be provided at all intersections controlled by a traffic signal or sign, and at certain road corners, elbows, and cul-de-sacs. Installation and maintenance of street lighting in subdivisions shall be the responsibility of the

developer or homeowner's association unless the local jurisdiction assumes responsibility. When ownership of the street lighting has not been assumed by the local jurisdiction, the light standards shall be located on private property.

- 5.2.3 Domestic Water. A domestic water system must meet requirements under RCW 70.119 and WAC 246-290 for group "A" systems, or the functional equivalent.
 - 5.2.4 Storm Water Facilities. A storm water drainage system shall be designed and constructed in accordance with the Department of Ecology Storm Drainage Technical Manual or a locally adopted storm water manual approved by DOE.
 - 5.2.5 Sanitary Sewer. At a minimum, sanitary sewer hook-ups shall be required for all new development, if sewer lines are located within 300 feet of the development. In those cases where sewer lines are not located within 300 feet of the development, the jurisdiction may permit such development to use interim septic on-site systems ~~and only when accompanied by~~ dry sewer facilities. Dry sewer facilities ~~include any means effective to permit connection to future extended sewer lines~~ means permanent public and/or private sewerage facilities designed and constructed in accordance with the appropriate jurisdiction's standards and specifications for future connection into the County or other jurisdiction's Sanitary Sewer System. The permitting jurisdiction allowing such facilities shall enforce applicable design and performance standards and administrative procedures.
 - 5.2.6 Fire Protection. Fire protection and flow requirements shall be in accordance with Pierce County Code Chapter 15.12.
 - 5.2.7 Solid Waste and Recycling. Garbage pick-up shall be provided weekly, and recycling and yard waste pick-up biweekly, consistent with federal and state laws and regulations.
- 5.3 It is desired by the signatories to these policies that the following Urban Development Standards be the minimum goals for urban developments in Urban Growth Areas.
- 5.3.1 Street Cleaning. Standards for street cleaning shall be discussed and should be developed, consistent with requirements of federal and state water quality standards.
 - 5.3.2 Transit. Urban transit service plans adopted by the Pierce County Public Transit Benefit Authority.
 - 5.3.3 Library. Appropriate jurisdictions should provide 450 square feet of library space per 1,000 persons.
 - 5.3.4 Parks and Recreation. Provisions for parks at a level of 3.0 acres of neighborhood/community parks per 1,000 population should be made for all plats and short plats as required by RCW 58.17. Such provision can be made either through dedication to the public of

land, or through provision of funds, as mitigation, for park land purposes.

- 5.4 All development within an urban growth area shall be provided services pursuant to the provision of this agreement and the joint planning agreements adopted pursuant to it. It is recognized that the County may provide certain urban services within an Urban Growth Area, and that cities may provide certain urban services within the same area, but outside their current municipal boundaries.
 - 5.5 The County and each municipality shall enter into an interlocal cooperation agreement providing for the approval and delivery of public facilities and services in the Urban Growth Area. Such further agreements shall include, where appropriate, provisions relating to services such as law enforcement and schools and the services of special purpose districts and other service providers.
 - 5.6 Ordinances allowing variances and deviations to the urban development standards may be adopted by each responsible jurisdiction for those limited circumstances necessary to allow for recognition of community plans and goals, recognized historic character, or special physical or engineering circumstances, as long as such variances and deviations are otherwise consistent with these policies. A legislative authority adopting a variance or deviation to the minimum urban development standards under this section must share such adoption with the Pierce County Regional Council (PCRC) Executive Committee.
6. The County and each municipality shall adopt within their respective comprehensive plans, policies to ensure that development within the urban growth area uses land efficiently, provides for a wide variety of uses, conserves natural resources, and allows for the connection of communities to an efficient, transit-oriented, multimodal transportation system. Policies shall:
 - 6.1 provide for more choices in housing types and moderate increases in density to achieve at least an average net density of four units per acre;
 - 6.2 support infill and compact development; and
 - 6.3 provide for land uses that encourage travel by foot, bike and transit.
 7. The County and each municipality shall provide for conveniently located, appropriately scaled commercial development to serve the immediate local needs of the surrounding community by encouraging revitalization of underused commercial areas before establishing new areas.

8. The County and each municipality shall adopt plans to encourage concentrated development within the urban growth area which will accommodate the twenty year projected population and employment growth.
9. Satellite Cities and Towns are local focal points where people come together for a variety of activities, including business, shopping, living and recreation. These cities and towns may include the core of small to medium sized cities and towns and may also be located in unincorporated areas. Often Satellite Cities and Towns include a strong public presence because they are the location of city hall, main street and other public spaces.
10. Satellite Cities and Towns will be characterized by a compact urban form that includes a moderately dense mix of locally-oriented retail, jobs and housing that promotes walking, transit usage and community activity.
 - 10.1 Satellite Cities and Towns will be developed at a higher density than surrounding urban and rural areas;
 - 10.2 small scale forms of intensification such as accessory housing units and development of vacant lots and parking lots help achieve the qualities of centers while preserving the neighborhood character.
11. At a minimum, Satellite Cities and Towns will be served by State Routes which connect them to other centers and to the regional high capacity transit system. In some instances, Satellite Cities and Towns may have direct connections to the local public transportation system.

OVERALL POLICIES FOR URBAN CENTERS

Vision

12. Centers shall be locally determined and designated by the County and each municipality based upon the following:
 - 12.1 consistency with specific criteria for Centers adopted in the County-Wide Planning Policies;
 - 12.2 the Center's location in the County and its potential for fostering a logical and desirable county-wide system of Centers;
 - 12.3 the total number of centers in the county that can be reasonably developed based on twenty years projected growth over the next twenty years;
 - 12.4 environmental analysis which shall include demonstration that urban services including an adequate supply of drinking water are available to serve projected growth within the Center and that the jurisdiction is capable

of ensuring concurrent urban services to new development;

- 12.5 if the County or any municipality in the county designates a center, they must also adopt the center's designation and provisions in their comprehensive plans and development regulations to ensure that growth targeted to Centers is achieved and urban services will be provided;
- 12.6 Centers shall be characterized by all of the following:
 - 12.6.1 clearly defined geographic boundaries;
 - 12.6.2 intensity/density of land uses sufficient to support high capacity transit;
 - 12.6.3 pedestrian-oriented land uses and amenities;
 - 12.6.4 urban design standards which reflect the local community;
 - 12.6.5 provisions to reduce single-occupancy vehicle use especially during peak hours and commute times;
 - 12.6.6 provisions for bicycle use;
 - 12.6.7 sufficient public open spaces and recreational opportunities; and
 - 12.6.8 uses which provide both daytime and nighttime activities.

13. Each jurisdiction which designates a center within its comprehensive plan shall define the type of center and specify the exact geographic boundaries of the center. All Urban Centers shall not exceed one and one-half square miles of land. Infrastructure and services shall be either present and available or planned and financed consistent with the expected rate of growth.

- 13.1 pedestrian connections shall be provided throughout centers.

Design Features of Urban Centers

14. The County and each jurisdiction that designates a center within its comprehensive plan shall encourage density and development to achieve targeted growth.
 - 14.1 Any of the following may be used:
 - 14.1.1 encourage higher residential densities within centers;
 - 14.1.2 avoiding creation of large blocks of single-use zones;
 - 14.1.3 allowing for greater intensity of use within centers;
 - 14.1.4 increase building heights, greater floor/area ratios within centers;
 - 14.1.5 minimize setbacks within centers;
 - 14.1.6 allow buildings to locate close to street to enhance pedestrian accessibility; and
 - 14.1.7 encourage placement of parking to rear of structures.
15. In order to provide balance between higher intensity of use within centers, public and/or private open space shall be provided.

16. Streetscape amenities (landscaping, furniture, etc.) shall be provided within centers to create a pedestrian friendly environment.
17. Any of the following regulatory mechanisms shall be used within Centers:
 - 17.1 either use zoning mechanisms which allow residential and commercial uses to intermix or limit the size and extent of single use districts.
 - 17.2 adopt development standards to encourage pedestrian-scaled development such as:
 - 17.2.1 buildings close to streets and sidewalks;
 - 17.2.2 interconnections between buildings and sidewalks;
 - 17.2.3 pedestrian links between residential and non-residential areas;
 - 17.2.4 street trees/furniture; minimize separations between uses.

Transportation, Parking and Circulation

18. To encourage transit use within centers, jurisdictions shall establish mechanisms to limit the use of single occupancy vehicles. Such mechanisms could include:
 - 18.1 charges for parking;
 - 18.2 limiting the number of off-street parking spaces;
 - 18.3 establishing minimum and maximum parking requirements;
 - 18.4 commute trip reduction (CTR) measures; and
 - 18.5 develop CTR programs for multiple employers not otherwise affected by law.
19. Centers should receive a high priority for the location of high capacity stations and/or transit centers.
20. Locate higher densities/intensities of use close to transit stops within centers.
 - 20.1 create a core area to support transit use.
 - 20.2 allow/encourage all types of transit facilities (transit centers, bus pullouts, etc.) within centers.
 - 20.3 establish incentives for developers to provide transit supportive amenities.
21. Allow on-street parking within centers in order to narrow the streetscape, provide a

buffer between moving traffic and pedestrians, and provide common parking areas.

22. Provisions for non-motorized transportation shall be provided, including but not limited to:
 - 22.1 bicycle-friendly roadway design;
 - 22.2 wider outside lane or shared parking/bike lanes;
 - 22.3 bike-activated signals;
 - 22.4 covered, secure bicycle parking at all places of employment;
 - 22.5 bicycle racks; and
 - 22.6 pedestrian pathways.

Implementation Strategies

23. Jurisdictions should consider incentives for development within Centers such as:
 - 23.1 streamlined permitting;
 - 23.2 financial incentives;
 - 23.3 density bonuses or transfer of development rights;
 - 23.4 master EISs to address environmental issues in advance of project proposals; and
 - 23.5 shared mitigation such as stormwater detention and joint parking.
24. Centers shall be given priority consideration for that portion of county-wide and regional funding distribution oriented for urban transportation improvements.

METROPOLITAN CENTER

Vision

25. Metropolitan Centers function as anchors within the region for a high density mix of business, residential, public, cultural and recreational uses, and day and night activity. They are characterized by their historic role as the central business districts and regional center of commerce. Metropolitan centers may also serve national or international roles.

Design

26. Metropolitan Centers shall plan for a development pattern that will provide a successful mix of uses and densities that will efficiently support high capacity transit and shall meet the following criteria:
- 26.1 a minimum of 50 employees per gross acre of non-residential lands;
 - 26.2 a minimum of 15 households per gross acre;
 - 26.3 a minimum of 30,000 employees; and
 - 26.4 not exceed a maximum of 1-1/2 square miles in size.

Transportation, Parking and Circulation

27. Metropolitan Centers shall be planned to have fast and frequent high capacity transit and other forms of transit.

URBAN CENTER

Vision

28. Urban Centers are locations which include a dense mix of business, commercial, residential and cultural activity within a compact area. Urban Centers are targeted for employment and residential growth, excellent transportation service, including fast, convenient high capacity transit service, as well as investment in major public amenities.

Design

29. Urban Centers will plan for and meet the following criteria:
- 29.1 a minimum of 25 employees per gross acre of non-residential lands;
 - 29.2 a minimum of 10 households per gross acre;
 - 29.3 a minimum of 15,000 employees; and
 - 29.4 not to exceed a maximum of 1-1/2 square miles in size.

Transportation, Parking and Circulation

30. Urban Centers have fast and frequent high capacity transit, as well as other forms of transit.

TOWN CENTER

Vision

31. Town Centers are local focal points where people come together for a variety of activities, including business, shopping, living and recreation. These centers may include the core of small to medium sized cities and may also be located in unincorporated areas. Often Town Centers include a strong public presence because they are the location of city hall, main street and other public spaces.

Design

32. Town Centers will be characterized by a compact urban form that includes a moderately dense mix of locally-oriented retail, jobs and housing that promotes walking, transit usage and community activity.
 - 32.1 Town Centers will be developed at a higher density than surrounding urban areas to take advantage of connecting transit centers.
 - 32.2 small scale forms of intensification such as accessory housing units and development of vacant lots and parking lots help achieve the qualities of centers while preserving neighborhood character.
33. Town Centers shall plan for a development pattern that will provide a successful mix of uses and densities that will efficiently support transit. Each Town Center shall meet the following criteria:
 - 33.1 a minimum of 15 employees per gross acre of non-residential lands;
 - 33.2 a minimum of 7 households per gross acre;
 - 33.3 a minimum of 2,000 employees; and
 - 33.4 not to exceed a maximum of 1-1/2 square miles in size.

Transportation, Parking and Circulation

34. At a minimum, Town Centers will be served by public transit and/or ferries which connect them to other centers and to the regional high capacity transit system. In some instances, Town Centers may have direct connections to high capacity transit.

MANUFACTURING CENTER

Vision

35. Manufacturing centers shall be locally determined and designated based on the following steps:
 - 35.1 consistency with specific criteria for Manufacturing Centers adopted within the County-Wide Planning Policies;
 - 35.2 consideration of the Center's location in the county and region, especially relative to existing and proposed transportation facilities;
 - 35.3 consideration of the total number of Manufacturing Centers in the county that are needed over the next twenty years based on projected need for manufacturing land to satisfy regional projections of demand for manufacturing land uses;
 - 35.4 environmental analysis which shall include demonstration that the jurisdiction is capable of concurrent service to new development;
 - 35.5 adoption within the jurisdiction's comprehensive plan of the center's designation and provisions to ensure that job growth targeted to the Manufacturing Center is achieved.

Design

36. Manufacturing Centers shall be characterized by the following:
 - 36.1 clearly defined geographic boundaries;
 - 36.2 intensity of land uses sufficient to support alternatives to single-occupancy vehicle use;
 - 36.3 direct access to regional highway, rail, air and/or waterway systems for the movement of goods;
 - 36.4 provisions to prohibit housing; and
 - 36.5 identified transportation linkages to high density housing areas.
37. Provisions to achieve targeted employment growth should include:
 - 37.1 preservation and encouragement of the aggregation of vacant land parcels sized for manufacturing uses;

- 37.2 prohibition of land uses which are not compatible with manufacturing, industrial and advanced technology uses;
- 37.3 limiting the size and number of offices and retail uses and allowing only as an accessory use to serve the needs of employees within centers; and
- 37.4 reuse and intensification of the land.

Transportation, Parking and Circulation

- 38. Transportation network within Manufacturing Centers should provide for the needs of freight movement and employees by ensuring a variety of transportation modes such as transit, rail, and trucking facilities.
- 39. The transportation system within Manufacturing Centers shall be built to accommodate truck traffic and acceleration. Review of projects should consider the infrastructure enhancements such as:
 - 39.1 turn lanes and turn pockets to allow turning vehicles to move out of through traffic lanes;
 - 39.2 designing turn lanes with a width to allow freight vehicles to turn without interrupting the flow of traffic in other lanes;
 - 39.3 designing the far side of intersections with acceleration lanes for trucking vehicles and heavy loads to facilitate traffic flow;
 - 39.4 constructing climbing lanes where necessary to allow for slow moving vehicles; and,
 - 39.5 providing off-street truck loading facilities to separate goods loading and unloading.
- 40. To facilitate traffic flow in the communities surrounding Manufacturing Centers, truck delivery hours should be established.

Implementation Strategies

- 41. All jurisdictions will support transportation capital improvement projects which support access and movement of goods to Manufacturing Centers.
- 42. Jurisdictions having a designated Manufacturing Center shall:
 - 42.1 plan for and fund capital facility improvement projects which support the movement of goods;

- 42.2 coordinate with utility providers to ensure that utility facilities are available to serve such centers;
- 42.3 provide buffers around the Center to reduce conflicts with adjacent land uses;
- 42.4 facilitate land assembly; and
- 42.5 assist in recruiting appropriate businesses.

Limited Areas of More Intensive Rural Development

33.2 In limited circumstances, allow for areas of more intensive rural development which recognize existing development patterns and service delivery.

33.1 Such areas shall be characterized by existing uses established prior to July 1, 1990, and shall not extend beyond a logical defined outer boundary of the proposed development area based on the predominantly built environment as to prohibit a new pattern of commercial/industrial development or low-density sprawl. When defining the outer boundary, the County shall consider the need to preserve the character of existing natural neighborhoods and communities; physical boundaries such as bodies of water, streets and highways, and land forms and contours, and the prevention of abnormally irregular boundaries.

33.2 The portions of the proposed area shall consist of infill, development, or redevelopment of existing commercial, industrial, residential, or mixed use areas. An area proposed to develop under this provision must meet all of the following criteria:

43.2.1 The proposed site must have existing sewer service and be served by a Group "A" water system.

43.2.2 The proposed area must be abutting a county arterial or state highway on at least one side.

43.2.3 The proposed area shall be at least 5 acres in size.

43.2.4 At least 50% of the proposed area is considered impervious surface.

43.2.5 The proposed site must provide adequate buffer areas to protect surrounding rural properties.

COUNTY-WIDE PLANNING POLICY ON BUILDABLE LANDS

Background - Requirements of RCW 36.70A.215

RCW 36.70A.215 requires six counties including Pierce County to evaluate whether a county and its municipalities are achieving urban densities within urban growth areas. To do this, the counties and municipalities are to compare growth and development assumptions, targets, and objectives contained in the County-Wide Planning Policies and the County and city and town comprehensive plans with actual growth and development that has occurred. The following procedures have been developed to comply with these requirements. They are based on extensive review and discussion of recommendations developed through a cooperative effort with a consulting team, Pierce County staff, the Pierce County Growth Management Coordinating Committee (GMCC), and the Buildable Lands Project Oversight Committee of the GMCC. Detailed procedures, standards, and definitions for implementing this policy and complying with RCW 36.70A.215 are found in the current report titled *Pierce County Buildable Lands Procedures for Collecting and Monitoring Data*, hereinafter referred to as the *Procedures Report*.

County-Wide Planning Policy

Each municipality within Pierce County shall provide to the County information on land developed or permitted for building and development, and a parcel-specific buildable lands inventory to conduct a residential/commercial/industrial land capacity analysis for urban growth areas in Pierce County. The County and municipalities shall follow the guidelines specified in the *Procedures Report* for the collection, monitoring, and analysis of development activity and potential residential/employment capacity.

Pierce County, in cooperation with the municipalities, shall prepare a Buildable Lands Capacity Report every five years, with the first report completed by September 2002. The report will detail growth, development, capacity, needs, and consistency between comprehensive plan goals and actual densities for Pierce County and the municipalities within it.

The County and municipalities shall use the results of the Buildable Lands Capacity Report to determine the most appropriate means to address inconsistencies between capacity and needs. In addressing the inconsistencies, the County and municipalities shall identify reasonable measures, other than adjusting urban growth areas, that will be taken to comply with the requirements of RCW 36.70A.215.

COUNTY-WIDE PLANNING POLICY ON AMENDMENTS AND TRANSITION

■ Background - Requirements of Growth Management Act

The Washington Growth Management Act contemplates that the County-Wide Planning Policies will remain effective throughout the comprehensive plan preparation, adoption and implementation processes to ensure that municipal and county comprehensive plans are consistent, as required by the Act [RCW 36.70A.210(1)]. Because the factors, data and analysis upon which the County-Wide Planning Policies have been formulated are subject to change, it is important that a process be established to effectuate such changes, when appropriate and needed.

The Washington Growth Management Act requires that each County which adopts a comprehensive plan designate an urban growth area or areas within which urban growth shall be encouraged and outside of which growth can occur only if it is not urban in nature [RCW 36.70A.110(1)]. As discussed above, the factors, data and analysis upon which the UGA designations are initially made are similarly subject to change.

~~The County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development provides that the County and each municipality in the County shall designate "tiers" within their designated urban growth areas. The "tier" delineations would be generally consistent with a primary urban growth area based on the 6-year comprehensive plan capital facility element; a secondary urban growth area based on the 7-13 year comprehensive plan capital facility element; and a tertiary urban growth area based on the 14-20 year comprehensive plan capital facility element. The "tier" delineations are not necessarily static; therefore, the County and each municipality in the County should adopt a process, as well as standards and criteria by which land can be shifted from one tier to another.~~

■ County-Wide Planning Policy

1. County-Wide Planning Policies adopted pursuant to the Growth Management Act may be amended by Pierce County and ratified by the municipalities in the County using the same process by which the County-Wide Planning Policies are originally adopted as set forth in the Interlocal Agreement: Framework Agreement for the Adoption of the County-Wide Planning Policy (Pierce County Council Resolution No. R91-172, September 24, 1991).
 - 1.1 Ratification of a proposed amendment shall require the affirmative response of 60% of the affected governments in the County (12 of 19) representing a minimum of 75% of the total Pierce County population as designated by the State of Washington Office of Financial Management on June 28, 1991 (452,850 of 603,800) ~~in the time of the proposed amendment.~~

- 1.2 Demonstration of ratification shall be by execution of an interlocal agreement or by adoption of an amendment to the initial Interlocal Agreement.
 - 1.3 An amendment to the County-Wide Planning Policies, or to any individual policy (all hereinafter referred to as proposed amendments) may be initiated by the County or any municipality in the County or by the Steering Committee ~~Pierce County Regional Council~~ or its successor entity. The proposed amendment shall include the following:
 - 1.3.1 the exact language of the proposed amendment (shown in "strike out" for deletions and "underlineation" ~~redline~~ for additions);
 - 1.3.2 a brief explanation of the need for the proposed amendment, including the factors, data or analyses that have changed since the original adoption of the County-Wide Planning Policies and/or the experiences with the existing County-Wide Planning Policies that have prompted the proposed amendment.
 - 1.4 A proposed amendment to the County-Wide Planning Policies shall be initially referred to the Steering Committee ~~Pierce County Regional Council~~ or its successor entity for analysis and recommendation.
2. Urban Growth Area boundaries designated by the County pursuant to the Growth Management Act may be amended by Pierce County and accepted by the municipalities in the County pursuant to the same process by which the Urban Growth Areas were originally adopted and pursuant to subpolicies 1 and 2 of the "County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development."
 - 2.1 An amendment to Urban Growth Area boundaries may be initiated by the County or any municipality in the County or by the Steering Committee ~~Pierce County Regional Council~~ or its successor entity.
 - 2.2 A proposed amendment to Urban Growth Area boundaries shall include:
 - 2.2.1 a map indicating the existing urban growth area boundary and the proposed boundary modification;
 - 2.2.2 a statement indicating how, and the extent to which, the proposed boundary modification complies with each of the factors listed in subpolicies 2.2, 2.4, 2.5 and 2.6 of the County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development.
 - 2.2.3 a statement indicating the factors, data or analyses that have changed since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area

boundaries that have prompted the proposed amendment.

2.3 A proposed amendment to the Urban Growth Area boundaries shall be initially referred to the Steering Committee ~~Pierce County Regional Council~~ or its successor entity for analysis and recommendation.

- ~~3. "Tier" designations by the County, and each municipality in the County, pursuant to subpolicy 2.3 of the County Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development may be amended, and land in one tier may be shifted to another, only upon adoption by the County and/or affected municipality of a process, standards and criteria in accordance with these policies.~~
- ~~4. The existence of the Steering Committee shall be extended until October 1, 1992 and the following additional responsibilities shall be added to those already specified in the Interlocal Agreement: Framework Agreement for the Adoption of the County Wide Planning Policy (Pierce County Council Resolution No. R91-172, dated September 24, 1991.)~~
 - ~~4.1 development of model, uniform implementation methodologies for the County, and all cities in the County, to be used at their discretion;~~
 - ~~4.2 assistance in resolution of interjurisdictional disputes;~~
 - ~~4.3 input to joint planning issues in Urban Growth Areas;~~
 - ~~4.4 input with respect to County wide facilities;~~
 - ~~4.5 advice and consultation on phased development, short plats, vested rights and related issues;~~
 - ~~4.6 coordination of these responsibilities with the Puget Sound Regional Council;~~
 - ~~4.7 making a recommendation on the respective location of municipal and the County Urban Growth Area boundaries consistent with these policies;~~
 - ~~4.8 making a recommendation with regard to dissolution of the Boundary Review Board;~~
 - ~~4.9 monitoring development in the County, including population and employment growth and its effect on the development capacity within urban growth areas;~~
 - ~~4.10 advice and consultation on population disaggregation.~~



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 *DRS*
**SUBJECT: RESOLUTION - WELL PUMP NO. 5 - EMERGENCY DECLARATION
AND PURCHASE AUTHORIZATION**
DATE: JANUARY 3, 2000

INTRODUCTION/BACKGROUND

On Wednesday December 22, 1999, the existing pump at Well #5 experienced mechanical failure. The next morning a representative from Pump Tech, Inc. met with members of the City crew to examine the pump and verify that the electronics, which control the pump facility, were in working order. He affirmed our conclusion that the pump had malfunctioned. With Well #5 off-line the only other supplier to the storage system in the 450 zone is Well #3. Currently, no backup pump exists which could maintain City service demands if pump #3 and #5 are off-line simultaneously.

The existing pump at Well #5 has exceeded its potential life cycle and was scheduled for modifications in the 2000 budget. Due to the unexpected failure of the pump and the limited resources available to supply water in the event Well #3 should go down, a price quote of \$60,000 was received from Pump Tech Inc. for a new pump. The time frame for the manufacturing of the pump and delivery to the site is approximately four to six weeks.

Due to the time involved in manufacturing a replacement pump and the time for delivery and installation, I am requesting that the council approve a resolution declaring that an emergency exists. This action will authorize the purchase of a new pump and related equipment and improvements, without the need for compliance with the purchasing requirements of RCW 39.04.190, RCW 39.04.155, and City of Gig Harbor Resolution No. 411.

FISCAL CONSIDERATIONS

Funds for payment are available under the Water Capital Fund No. 420.

RECOMMENDATION

I recommend that the Council move and approve the attached resolution declaring that an emergency exists, which will authorize the purchase of a new pump and related equipment and improvements, without the need for compliance with the purchasing requirements of RCW 39.04.190, RCW 39.04.155, and City of Gig Harbor Resolution No. 411.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING AN EMERGENCY AND AUTHORIZING THE PURCHASE OF A BYRAN JACKSON PUMP AND MOTOR FOR WELL NO. 5, WITHOUT THE NEED FOR COMPLIANCE WITH THE PURCHASING REQUIREMENTS OF RCW 39.04.190, RCW 39.04.155, AND CITY OF GIG HARBOR RESOLUTION NO. 411, AS ALLOWED BY RCW 39.04.280.

WHEREAS, on December 22, 1999, the existing pump at Well No. 5 experienced mechanical failure; and

WHEREAS, the pump provides water to the citizens in Gig Harbor on a 24 hour basis and must be operational at all times; and

WHEREAS, no backup pump exists which could maintain the City demands if pump No. 3 and No. 5 are offline simultaneously.

WHEREAS, this failure and the inability to supply water in the event Well No. 3 becomes unavailable causes an emergency situation which requires the City's immediate purchase and installation of a new pump, motor, and other related equipment, and

WHEREAS, because of this emergency, the City is unable to comply with the City's Resolution applicable to purchases of equipment; NOW THEREFORE,

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

Section 1. Finding and Declaration of Emergency. The City Council hereby declares that an emergency exists requiring the immediate action by the City Public Works Director in order to preserve the public health, safety, property and welfare. The Council further declares that the delay necessitated by compliance with the procedures for procurement of equipment and construction of public works found in City Resolution No. 411, RCW 39.04.190 and RCW 39.04.155, will prevent the City from coping with the emergency in time to minimize impact to the City's water supply. This declaration of emergency is based upon the following findings of fact:

- A. The pump at Well No. 5 is critical to maintain the water supply needs of the City.
- C. On December 22, 1999, the existing pump at Well No. 5 experienced mechanical failure. This failure resulted in an inability of the pump to continue pumping water to the City's water system.

- D. No backup pump exists which could maintain the City demand if Well No. 3 and No. 5 are offline simultaneously.
- E. This inability to pump to the City's water system will cause the City to be at risk of not meeting the water demands of the citizens of Gig Harbor.
- D. The City Public Works Director requires authorization to purchase and install a new pump, motor, and other related equipment, for a total cost of \$60,000.00.

Section 2. Authorization to Contract. The City Council hereby ratifies and approves the purchase and installation of a new pump, motor and other related equipment necessary to restore operation of Well No. 5 in connection with the failure described in Section 1.

Section 3. Posting. The City shall post a description of work to be performed by the contractor for the work at Well No. 5.

RESOLVED by the City Council this 10th day of January, 2000.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

FILED WITH THE CITY CLERK: 1/5/00
PASSED BY THE CITY COUNCIL: / /
RESOLUTION NO. ____



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
DATE: JANUARY 3, 2000

INTRODUCTION/BACKGROUND

Budgeted objectives for 2000 include the survey of the recently purchased City shop property and the Franklin and Fuller intersection for future traffic calming improvements. Survey work is needed to establish right-of-way, topographic and other information to develop the improvement plans.

After reviewing the Consultant Services Roster, four firms were invited to interview for the projects. Based on the interviews and evaluation of materials submitted for review, the engineering-survey firm of Skillings - Connolly, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience.

The scope includes surveying approximately 5.2 acres of new City shop property and Franklin Avenue from Peacock to Burnham Drive including the Fuller Street intersection. An optional task has been included for supplemental work as needed in support of other projects.

POLICY CONSIDERATIONS

Skillings - Connolly, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

Funds are available for this work in the Street Fund.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Skillings - Connolly, Inc. for survey work in the amount not to exceed twenty-eight thousand six hundred twenty-five dollars and sixty-five cents (\$28,625.65).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
SKILLINGS – CONNOLLY INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Skillings-Connolly Inc. organized under the laws of the State of Washington, located and doing business at PO Box 5080, 5016 Lacey Boulevard SE, Lacey, Washington 98503 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the survey work of the new City shop property and Franklin Avenue from Peacock Hill Avenue to Burnham Drive including the Fuller Street intersection, 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 January 3, 2000, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed twenty-eight thousand six hundred twenty-five dollars and sixty-five cents (\$28,625.65) 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, 2000**; provided however, that additional time shall be granted by the City for excusable delays 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 sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

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

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

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

VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000 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 notification will be given to the City of Gig Harbor for 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:

T. Patrick Fox, P.E.
Skillings-Connolly Inc.
PO Box 5080
5016 Lacey Boulevard SE
Lacey, WA 98503
(360) 491-3399

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 _____, 2000.

By: *Thomas Halling*
Its Principal

The City of Gig Harbor

By: _____
Mayor

Notices to be sent to:
CONSULTANT
T. Patrick Fox, PLS
Skillings-Connolly, Inc.
PO Box 5080
5016 Lacey Boulevard SE
Lacey, Washington 98503

David R. Skinner, P.E.
Director of Public Works
City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

Gig Harbor City Attorney

ATTEST:

Gig Harbor City Clerk

Exhibit A-1
FRANKLIN AVENUE / FULLER STREET IMPROVEMENT PROJECT
BOUNDARY AND TOPOGRAPHIC SURVEY
CSP 9906

Prepared by
CITY OF GIG HARBOR
January 3, 2000
for
SKILLINGS-CONNOLLY, INC.
SCOPE OF SERVICES

LOCATION AND DESCRIPTION OF PROJECT:

Phase 1 of this project includes survey of Franklin Avenue and Fuller Street for the design and construction of improvements for pedestrian movement and traffic calming at the Franklin Avenue-Fuller Street intersection. The improvements will be tied into the previously constructed Finholm Viewclimb.

This survey work will provide a base map showing detail of the existing roadway and surrounding surface features within a distance 25 feet left and right of the existing centerline.

The survey limits for this scope of work are 25 feet each side of centerline of Franklin Avenue from Burnham Drive to Peacock Avenue and Fuller Street from Franklin Avenue to Prentice Street.

DELIVERABLES:

Skillings-Connolly, Inc. will deliver a base map drawing in hardcopy and in digital AutoCAD Release 14 format, a point database file and a 3-D TIN compatible with Softdesk 8.0. The specific details of the content, format and standards of the deliverables are described below.

DRAWING REQUIREMENTS

Use suitable scale, Include graphic scale.

Show NORTH arrow and locate North at the top of the sheet.

Spot elevations on paving or other hard surfaces shall be to the nearest 0.05' (or 1/2"), on other surfaces to the nearest 0.10' (or 1").

Right-of-way lines and topographic information shall be on the same base map drawing.

State elevation datum on each drawing and give location of benchmark used.

Furnish to the City, one hardcopy base map drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown.

RIGHT-OF-WAY SURVEY REQUIREMENTS

Show right-of-way lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length of survey lines. State on the drawing(s) where corners were found and describe each.

Note identity, jurisdiction and right-of-way width of adjoining streets and highways and type of pavement.

Plot location of structures and paving within the survey limits. State the character and number of stories. Vacant parcels shall be noted VACANT.
Describe fences and walls.
Show recorded or otherwise known easements and rights-of-way and the nature of each.
Show approximate location of individual lot lines and lot block numbers.

TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.

Contours at 2 foot intervals, error shall not exceed one half contour interval.

Spot elevations at street intersections and at minimum 50 feet on center plus breaks in grade on curb, sidewalk and edge of paving including far side of paving

Plotted location of structures, above and below ground, man-made (e.g. paved areas) and natural features, all driveway, walls, and stairs within the survey limits.

Location, size and depth of water and gas mains, central steam and other utilities including, but not limited to, buried tanks within the survey limits.

Location of fire hydrants within the survey limits and the size of the main serving each.

Location and characteristics of power and communications systems above and below grade.

Locations, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or within the survey limits; location of catch basins and manholes, and inverts of pipe at each.

Name of the operating authority of each utility.

Locate, within 1' tolerance, all landscape or significant trees within the survey limits and note species in English terms.

Show perimeter outline only of thickly wooded areas unless otherwise directed.

ADDITIONAL REQUIREMENTS

A copy of the electronic point file with descriptions shall be provided to the City in a format compatible with Softdesk 8.0.

The 3-D TIN shall be included in the base drawing and shall be in a format compatible with Softdesk 8.0.

Include:

- a title block on all drawing sheets
- identifying the City and the surveyor, including
 - address
 - phone
 - Contact name of surveyor supervising the work described herein.

Electronic drawing file format: AutoCAD R14 and Softdesk 8.0 conforming to APWA layer and symbol standards. All electronic files provided to the City by Skillings-Connolly, Inc. shall be the property of the City and may be used by the City without restriction.

All survey work under this Contract will be performed under the supervision of a Professional Land Surveyor registered in the State of Washington.

**Exhibit A-2
CITY SHOP PROPERTY
BOUNDARY AND TOPOGRAPHIC SURVEY
CSP 9910**

Prepared by
CITY OF GIG HARBOR
January 3, 2000
for
SKILLINGS-CONNOLLY, INC.
SCOPE OF SERVICES

LOCATION AND DESCRIPTION OF PROJECT:

This project includes survey of the recently purchased property adjacent to the existing City of Gig Harbor Maintenance Shop Property.

This survey work will provide a base map showing detail of the existing facilities and surrounding surface features within the described property.

The survey limits for this scope of work are the existing City maintenance property together with the acquired property. (See attached vicinity map)

DELIVERABLES:

Skillings-Connolly, Inc. will deliver a base map drawing in hardcopy and in digital AutoCAD Release 14 format, a point database file and a 3-D TIN compatible with Softdesk 8.0. The specific details of the content, format and standards of the deliverables are described below.

DRAWING REQUIREMENTS

Use suitable scale, include graphic scale.

Show NORTH arrow and locate North at the top of the sheet.

Spot elevations on paving or other hard surfaces shall be to the nearest 0.05' (or 1/2"), on other surfaces to the nearest 0.10' (or 1").

Right-of-way lines and topographic information shall be on the same base map drawing.

State elevation datum on each drawing and give location of benchmark used.

Furnish to the City one hardcopy base map drawing. The Licensed Land Surveyor shall sign and seal each drawing and shall certify that to the best of the Surveyor's knowledge, information and belief all information thereon is true and accurately shown.

RIGHT-OF-WAY SURVEY REQUIREMENTS

Show right-of-way lines, giving length and bearing (including reference or basis) on each straight line, interior angles, radius, point of tangency and length or survey lines. State on the drawing(s) where corners were found and describe each.

Plot location of structures and paving within the survey limits. State the character and number of stories. Describe fences and walls.

Show recorded or otherwise known easements and rights-of-way and the nature of each.

Show approximate location of individual lot lines and lot block numbers.

TOPOGRAPHICAL SURVEY REQUIREMENTS

All lines of levels shall be checked by separate check level lines or on previous turning points or benchmarks.

Contours at 2 foot intervals, error shall not exceed one half contour intervals.

Plotted location of structures, above and below ground, man-made (e.g. paved areas) and natural features, all driveway, walls, and stairs within the survey limits.

Location, size and depth of water and gas mains, central steam and other utilities including, but not limited to, buried tanks within the survey limits.

Location of fire hydrants within the survey limits and the size of the main serving each.

Location and characteristics of power and communications systems above and below grade.

Locations, size, depth and direction of flow of sanitary sewers, combination sewers, storm drains and culverts serving, or within the survey limits; location of catch basins and manholes, and inverts of pipe at each.

Name of the operating authority of each utility.

Show perimeter outline of thickly wooded areas unless otherwise directed.

ADDITIONAL REQUIREMENTS

A copy of the electronic point file with descriptions shall be provided to the City in a format compatible with Softdesk 8.0.

The 3-D TIN shall be included in the base drawing and shall be in a format compatible with Softdesk 8.0.

Include:

- a title block on all drawing sheets
- identifying the City and the surveyor, including
 - address
 - phone
 - Contact name of surveyor supervising the work described herein.

Electronic drawing file format: AutoCAD R14 and Softdesk 8.0 conforming to APWA layer and symbol standards. All electronic files provided to the City by Skillings-Connolly, Inc. shall be the property of the City and may be used by the City without restriction.

All survey work under this Contract will be performed under the supervision of a Professional Land Surveyor registered in the State of Washington.

EXHIBIT B-1
SCHEDULE OF RATES AND
ESTIMATED HOURS

CONSULTANT FEE DETERMINATION -- SUMMARY SHEET

PROJECT NAME: PRELIMINARY SURVEY - FRANKLIN AVE. & FULLER ST.
INTERSECTION IMPROVEMENTS

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	x	Rate	=	Cost
PRINCIPAL	0	x	\$132.73	=	\$0.00
SURVEYOR	44	x	\$67.05	=	\$2,950.20
ROJ. ENGINEER/MANAGER	0	x	\$119.20	=	\$0.00
ENGINEER	0	x	\$89.40	=	\$0.00
TECHNICIAN	26	x	\$59.60	=	\$1,549.60
INSPECTOR	0	x	\$89.40	=	\$0.00
PROF. SURVEYOR	28	x	\$95.75	=	\$2,680.93
2 MAN SURVEY CREW	50	x	\$130.00	=	\$6,500.23
3 MAN SURVEY CREW	0	x	\$184.03	=	\$0.00
CLERICAL	2	x	\$59.60	=	\$119.20
Total Hours =	150				Total NHR = \$13,800.16
REIMBURSABLES:					
MILEAGE @	700	x	0.315	=	\$220.50
MISC. EXPENSE (copies & field supplies)				=	\$50.00
			SUB TOTAL		\$270.50
GRAND TOTAL				=	\$14,070.66
PREPARED BY: <u>Pat Fox</u>		DATE: <u>December 9, 1999</u>			

**EXHIBIT B-1
SCHEDULE OF RATES AND
ESTIMATED HOURS**

PROJECT NAME: PRELIMINARY SURVEY - FRANKLIN AVE. & FULLER ST. INTERSECTION IMPROVEMENTS		PRINCIPAL	SURVEYOR	PROJ. ENGINEER/MANAGER	ENGINEER	TECHNICIAN	INSPECTOR	PROF. SURVEYOR	2 MAN SURVEY CREW	3 MAN SURVEY CREW	CLERICAL
TASK #	TASK DESCRIPTION										
100	PROJECT ADMINISTRATION										
101	Project setup, documentation & accounting							2			2
102	Quality Assurance & Quality Control		8					4			
110	RESEARCH										
111	Research recorded plats & surveys		4					8			
112	Research utility records		4								
	Analyze surveys, determine necessary field ties, setup project for field		4					4			
120	FIELD SURVEY										
121	Perform field survey, tie monuments & collect topography								48		
122	Field check preliminary topographic drawing								2		
130	OFFICE PROCESSING OF FIELD										
131	Process field data & edit preliminary topographic drawing		8								
132	Produce and edit 3D TIN and contours		8								
140	BASE MAPPING										
141	Analyze plats, short plats, record of surveys, field ties etc.		8					8			
150	COMPUTER DRAFTING										
151	CAD drafting of topographic survey					24					
152	Revise per city comments & produce final hardcopy drawings					2					
160	MEETINGS										
161	Meetings with City							2			
	HOURS PER DISCIPLINE	0	44	0	0	26	0	28	50	0	2

**EXHIBIT B-2
SCHEDULE OF RATES AND
ESTIMATED HOURS**

CONSULTANT FEE DETERMINATION -- SUMMARY SHEET

PROJECT NAME: CITY SHOP - BOUNDARY & TOPOGRAPHIC SURVEY

NEGOTIATED HOURLY RATE (NHR):					
Classification	Man Hours	X	Rate	=	Cost
PRINCIPAL	0	X	\$132.73	=	\$0.00
SURVEYOR	36	X	\$67.05	=	\$2,413.80
ROJ. ENGINEER/MANAGER	0	X	\$119.20	=	\$0.00
ENGINEER	0	X	\$89.40	=	\$0.00
TECHNICIAN	18	X	\$59.60	=	\$1,072.80
INSPECTOR	0	X	\$89.40	=	\$0.00
PROF. SURVEYOR	16	X	\$95.75	=	\$1,531.96
2 MAN SURVEY CREW	50	X	\$130.00	=	\$6,500.23
3 MAN SURVEY CREW	0	X	\$168.85	=	\$0.00
CLERICAL	2	X	\$59.60	=	\$119.20
Total Hours =	122				Total NHR = \$11,637.99
REIMBURSABLES:					
MILEAGE @	700	X	0.31	=	\$217.00
MISC. EXPENSE (copies & field supplies)				=	\$100.00
			SUB TOTAL		\$317.00
GRAND TOTAL				=	\$11,954.99
PREPARED BY:		<u>Pat Fox</u>		DATE: <u>December 9, 1999</u>	

**EXHIBIT B-2
SCHEDULE OF RATES AND
ESTIMATED HOURS**

PROJECT NAME: CITY SHOP - BOUNDARY & TOPOGRAPHIC SURVEY		PRINCIPAL	SURVEYOR	PROJ. ENGINEER/MANAGER	ENGINEER	TECHNICIAN	INSPECTOR	PROF. SURVEYOR	2 MAN SURVEY CREW	3 MAN SURVEY CREW	CLERICAL
TABLE 4	TASK DESCRIPTION										
100	PROJECT ADMINISTRATION										
101	Project setup, documentation & accounting							2			2
102	Quality assurance & quality control		8					2			
110	RESEARCH										
111	Research survey records							4			
112	Research utility records		2								
113	Analyze surveys, determine necessary field ties, setup project for field		4					2			
120	FIELD SURVEY										
121	Field data collection of topography								38		
122	Field check preliminary topographic drawing								2		
123	Tie controlling property corners and find or set property corners								10		
130	OFFICE PROCESSING OF FIELD DATA										
131	Process field data & edit preliminary topographic drawing		8								
132	Produce and edit 3D TIN and contours		6								
140	BASE MAPPING										
141	Analyze short plats, record of surveys, field ties etc.		8					4			
150	COMPUTER DRAFTING										
151	CAD drafting of topographic survey					16					
153	Revise per city comments & produce final hardcopy drawings					2					
160	MEETINGS										
161	Meetings with City							2			
	HOURS PER DISCIPLINE	0	36	0	0	18	0	16	50	0	2

**City of Gig Harbor
City Shop Property Boundary and Topographic Survey
Franklin Avenue and Fuller Street Preliminary Survey
SUPPLEMENTAL SERVICES
Exhibit B
Schedule of Rates and Estimated Hours**

SUPPLEMENTAL SERVICES:

Total Supplemental Services = 10% of Estimated Consultant Fees

Total Supplemental Services = \$2,600.00



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 *DRS.*
SUBJECT: BURNHAM DRIVE WATERMAIN EXTENSION
- ZELLMAN EASEMENT AGREEMENT
DATE: DECEMBER 30, 1999

INTRODUCTION/BACKGROUND

As defined in the 2000 budget an objective in the water department is the construction of a 16 inch diameter water line from Bujacich Road east to Burnham Drive to serve properties along Burnham Drive, the Gig Harbor North Area, and eventually replace an 8 inch line south to Harborview Drive. To construct this project the City requires an approximate 3,500 square foot permanent easement and an approximate 2,000 square foot temporary construction easement across Parcel No. 0222313065.

The Property owner has met with the City and requests compensation of \$5,000 for the easements requested by the City. The entire parcel was appraised by Brookes Blaine Appraisal Services and determined to be valued at \$46,700. An easement agreement has been prepared to reflect the required easements.

Saltbush Environmental Services, Inc. has performed a level 1 site assessment on the property and has determined minor evidence of possible surface contamination. Bill Joyce of Ogen, Murphy, Wallace, PLLC, Attorneys at Law was contacted as to the City's responsibility of cleanup if contamination is discovered during construction. Because of the minimal evidence of possible contamination the recommendation from Mr. Joyce was to not require a level 2 site assessment. If soil contamination were discovered during construction the City would be responsible to dispose of the disturbed soil at a proper facility. The potential cost of disposal of the soil is below the cost of a level 2 site assessment, therefore staff recommends acquisition of the easement without requiring a level 2 site assessment.

Council approval of the easement agreement is being requested.

FISCAL CONSIDERATIONS

Sufficient funds exist for the acquisition of the described easements.

RECOMMENDATION

I recommend that the Council authorize payment of \$5,000 for the required easement.

EASEMENT AGREEMENT

THIS AGREEMENT (hereinafter the "Agreement") is made this ____ day of _____, 2000, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Jesse Zellman, ("Zellman,") 10707 Moller Drive, Gig Harbor, Washington 98332.

RECITALS

WHEREAS, Zellman is the legal owner of certain real property legally described in Exhibit A, which is attached hereto and incorporated herein by this reference (hereinafter the "Property"); and

WHEREAS, the City desires to obtain a temporary and perpetual easement for the construction, operation and maintenance of a water line over a portion of the Property in the area shown on Exhibit B, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Zellman has agreed to convey a temporary easement during the construction of the water line and to convey a perpetual easement to the City for the purposes described above, in exchange for the consideration described in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the City and Zellman agree as follows:

TERMS

Section 1. Warranty. Zellman warrants that they are the owners of fee title to the Property described in Exhibit A and that they have the ability to convey the easements described in this Agreement to the City.

Section 2. Consideration. In consideration of Zellman's conveyance of the easements described in this Agreement, the City agrees to pay five thousand dollars and no cents (\$5,000.00).

Section 3. Temporary Non-Exclusive Easement. Zellman hereby grants a temporary, nonexclusive easement for purposes necessarily and reasonably related to the construction of a water line, across, along, in, upon, under and over the Zellman's property as depicted in a map attached hereto and incorporated herein as Exhibit B. Said easement shall commence on the date of execution of this instrument and shall terminate on the date the City Council formally accepts the water line as complete.

Section 4. Perpetual Easement. Zellman grants, conveys and quit claims to the City and Pierce County a nonexclusive perpetual easement over, under, through and across the Property for the purpose of constructing, operating, maintaining, repair, and reconstructing the water line, together with all related facilities, and together with the nonexclusive right of ingress to and egress from said Property for the foregoing purposes (hereinafter the "Perpetual

Easement"). The Perpetual Easement shall be located on the following portion of the Property:

See Exhibit 'B'

Section 5. Terms and Conditions. The Temporary and Perpetual Easements are subject to and conditioned upon the following terms and covenants, which both parties agree to faithfully observe and perform:

A. The City shall, upon completion of any work within the Property covered by the Temporary Easement, restore the surface of the Easement and any private improvements disturbed by the City's work during the execution of the water line construction, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City.

B. During and after construction of the water line, Zellman shall retain the right to use the Property subject to the Perpetual Easement.

C. During water line construction, the City shall exercise its rights under this Agreement so as to minimize, and avoid if reasonably possible, interference with Zellman's use of the Property.

D. Zellman shall not place or construct a building or other structure on the perpetual easement.

Section 6. Agreement to Run with the Property. This Agreement shall be recorded against the Property in the records of the Pierce County Auditor. The promises, rights and duties contained herein shall run with the Property described in Exhibit A and shall be binding upon and inure to the benefit of the parties hereto, and their legal representatives, assigns, heirs, beneficiaries and devisees.

Section 7. Governing Law and Venue. This Agreement shall be construed and governed by the laws of the State of Washington. Venue for any litigation arising out of this Agreement shall be in the Pierce County Superior Court or the U.S. District Court of Washington.

Section 8. Severability. If any provision of this Agreement is declared invalid by a court of competent jurisdiction, the remaining provisions hereof shall not be affected thereby and shall remain in full force and effect to the fullest extent permitted by Washington law.

Section 9. Attorneys' Fees. In the event of any litigation arising out of or relating to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs and expert witness fees.

Section 10. Entire Agreement. This Agreement, including all Exhibits, constitutes the entire understanding and agreement of the parties. There are no other agreements, verbal or otherwise, which modify or affect this Agreement. Any subsequent modification or amendment shall be in writing and signed by all parties hereto.

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

JESSE ZELLMAN.

The City of Gig Harbor

By: _____
Its Owner

By: _____
Its Mayor

Attest:

By: _____
City Clerk

Approved as to form:

By: _____
City Attorney

STATE OF WASHINGTON)

COUNTY OF _____)

) ss.
)

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

DATED: _____

(Signature)

NOTARY PUBLIC, State of Washington,

residing at: _____

My appointment 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: _____

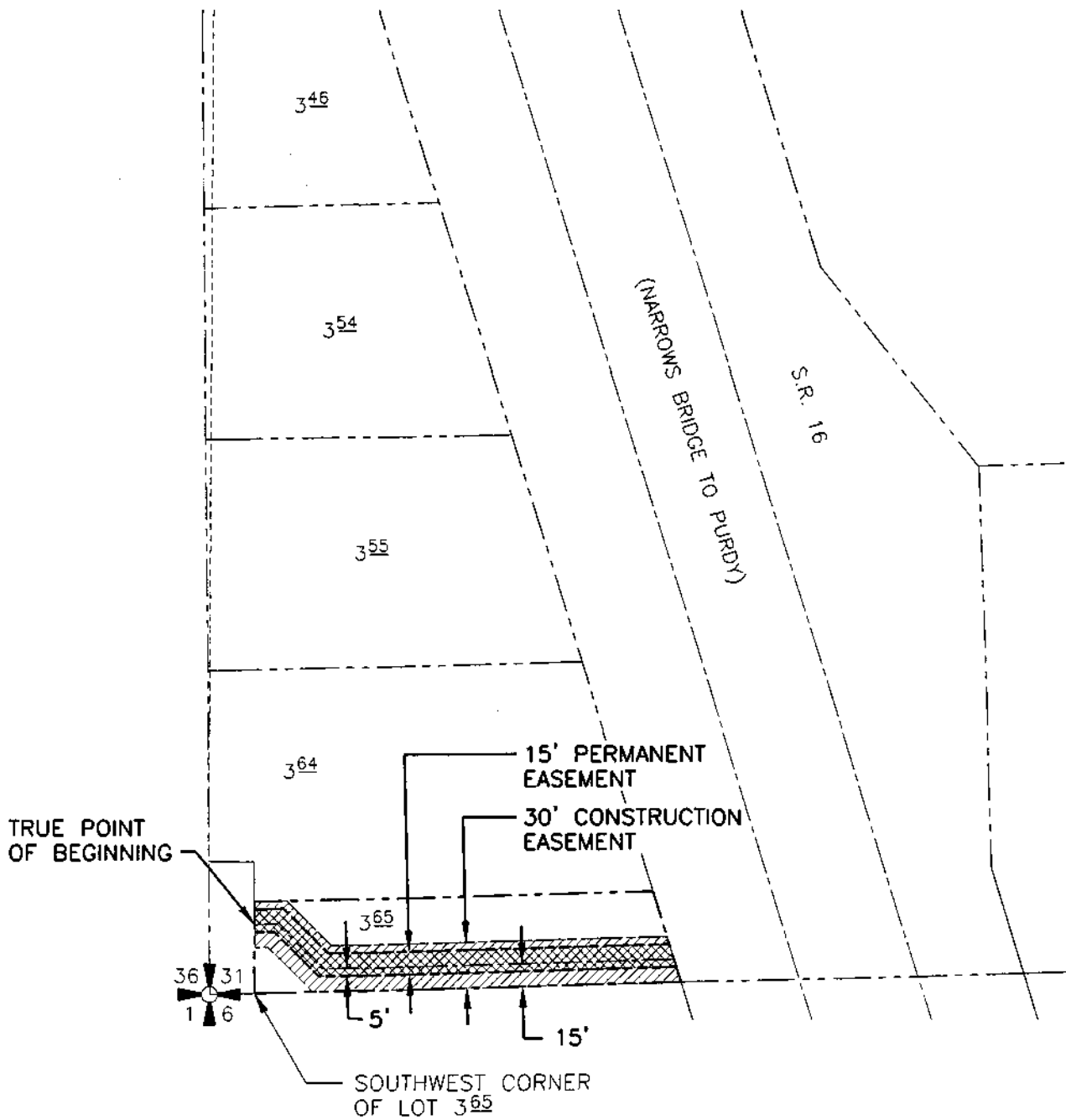
EXHIBIT A
PARCEL NO. 0222313065

LEGAL DESCRIPTION

The South 60 feet of the following described tract of land lying West of State Highway No. 16:
The South half of the South half of the Southwest quarter of SECTION 31, TOWNSHIP 22 NORTH,
RANGE 2 EAST of the W.M., in Pierce County, Washington.

EXCEPT the West 30 feet thereof.

END OF EXHIBIT A



EXPIRES 2-24-01



CITY OF GIG HARBOR DEPARTMENT OF PUBLIC WORKS			
ZELLMANS COVERALL LANDSCAPING WATER MAIN EASEMENT			
APPROVED BY CITY ENGINEER		DATE	
OWN A.W.	CKD S.D.K.	DATE 2-23-96	FILE

REF

EXHIBIT B



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: RAY GILMORE, DIRECTOR, PLANNING AND BUILDING
SUBJECT: PLANNING COMMISSION RECOMMENDATION – BURNHAM DRIVE
REZONE (AMEND FROM R-1 TO B-2); FIRST READING OF
ORDINANCE
DATE: JANUARY 5, 2000

BACKGROUND/INTRODUCTION

Attached for your review and consideration is the planning commission's recommendation on a proposed rezone of three parcels along the west side of Burnham Drive. The Planning Commission conducted a public hearing on the proposed rezone at its regular meeting of December 2, 1999. There was no public comment offered at the hearing.

POLICY ISSUES

The planning commission finds that the proposal is consistent with the city of Gig Harbor Comprehensive Plan in that:

- The comprehensive plan designates the property as commercial business;
- A rezone to B-2 would further the goals, policies and objectives of the comprehensive plan and is consistent with the Comprehensive Plan;
- The reclassification furthers the public's health, safety and general welfare as it provides for a contained commercial area that is readily accessible, small in scale and is adjacent to an existing commercial area;
- No substantial detrimental effect will be caused by the granting of the rezone due to its location, the limited scale of the commercial area, the availability of municipal services and the performance requirements of the City's design manual and zoning code to buffer adjacent residentially zoned properties.

Additional findings of the planning commission are stated in the draft ordinance, attached.

FISCAL IMPACT

There is no fiscal impact to the City from the adoption of an ordinance approving the rezone.

RECOMMENDATION

This is the first reading of the ordinance. Staff recommends adoption of the ordinance following the second reading on January 24. Documents pertinent to Council's review are attached.



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR PLANNING AND BUILDING SERVICES

REPORT TO THE CITY OF GIG HARBOR PLANNING COMMISSION

**PROPOSED AMENDMENT TO THE CITY OF GIG HARBOR
ZONING DISTRICT MAP**

NOVEMBER 24, 1999

**ZONING DISTRICT MAP AMENDMENT
Burnham Drive Properties**

Overview

The proposal consists of amending the zoning district designation for three parcels along Burnham Drive from R-1 (Residential low density) to B-2 (General Business). These three parcels were previously designated B-2 commercial and were amended to R-1 in 1998. The maps changes in 1998 were applicable to the Urban Growth Area for Purdy and the newly annexed Westside area. No amendments have been proposed for any properties within the City during the past 5 years.

During a zoning district review in 1996, a map was developed which documented the location of churches and schools in the City. The base map used was a copy of the official zoning map for the city of Gig Harbor. This map shows the subject properties as B-2. In 1998, an updated zoning map for parcels outside of the City but within the UGA was adopted which reflected and implemented amendments/additions to the Comprehensive Plan General land use map. This map (dated 1998) shows the subject properties as R-1.

No zoning district map amendments have been proposed for parcels within the city limits since 1995. From what staff has found, there was no intent to change these parcels from B-2 to R-1 and that a mapping error is likely. Nonetheless, the amended zoning designation must be processed as a rezone, as there is no established procedure for correcting mapping errors.

ADJACENT USES AND ZONING

The property to the west of the subject site is within unincorporated Pierce County and is designated as MSF (medium density single family). The property to the east (across Burnham Drive) is zoned B-2 (General Business). The property to the north is designated as R-1 with a Mixed Use Overlay. Mixed Use overlay allows a variety of non-residential uses subject to meeting certain standards. The property to the south is zoned R-1 (low-density residential).

APPLICABLE CODES

Section 17.100.035GHMC (General criteria for zoning district map amendment) states as follows:

Requests for amending the zoning district designation of an area or the zoning code text shall be based upon the following criteria:

- A. That the request for the zoning district reclassification or zoning code text change is consistent with and furthers the goals, policies and objectives of the comprehensive plan;
- B. That the requested zoning district classification or zoning code text change will further the public's health, safety and general welfare;
- C. That no substantial detrimental effect shall be caused by the granting of the requested reclassification or amendment.

The comprehensive plan designates the property as commercial business. A rezone to B-2 would further the goals, policies and objectives of the comprehensive plan and is consistent with the Comprehensive Plan. The reclassification furthers the public's health, safety and general welfare as it provides for a contained commercial area that is readily accessible, small in scale and is adjacent to an existing commercial area. No substantial detrimental effect will be caused by the granting of the rezone due to its location, the limited scale of the commercial area, the availability of municipal services and the performance requirements of the City's design manual and zoning code to buffer adjacent residentially zoned properties.

COMPLIANCE WITH THE STATE ENVIRONMENTAL POLICY ACT/CITY OF GIG HARBOR ENVIRONMENTAL POLICY ORDINANCE/GROWTH MANAGEMENT ACT

On November 1, 1999, the SEPA Responsible Official issued a threshold determination, pursuant to WAC 197-11 340 (2), on a determination of non-significance (DNS). Copies of the proposed amendments were also submitted to twelve state agencies for review and comment. No adverse comments have been received as of this date.

AMENDMENT TO CHAPTER 17.07 Enforcement Provisions

Overview

Chapter 17.07 currently provides for the administrative appeal of criminal penalties. The City has adopted an enforcement procedure in chapter 17.07 of the Gig Harbor Municipal Code in which the first stage of an enforcement action brought under chapter 17.07 GHMC is the City's issuance of a Notice of Violation. The City is not required to provide for administrative appeals of its code enforcement actions. Certain zoning code violations subject the violator to criminal prosecution and the imposition of criminal penalties, as set forth in GHMC' 17.07.018. A process for an administrative appeal of a Notice of Violation which subjects the violator to civil penalties is necessary because a judicial review of the City's decision will be based on the administrative record, while a judicial review relating to a decision on a Notice of Violation which subjects the violator to criminal penalties is not based on the administrative record.

Proposed Amendment

The proposal is to amend Chapter 17.07.014 (Review by hearing examiner) to state that there is no administrative appeal of a notice of violation issued pursuant to GHMC 17.07.006 for violations described in GHMC 17.07.018, which subject the violator to criminal prosecution and/or the imposition of criminal penalties. Subsection "E" is amended to delete the provision for the administrative appeal of a criminal violation. A copy of the draft ordinance is attached.

STAFF RECOMMENDED FINDINGS

Staff recommends that the proposed ordinance amending the zoning for the Burnham Drive properties and the proposed ordinance amending Chapter 17.07 be recommended for approval to the Gig Harbor City Council. Findings for approval are stated within the draft ordinances.



Attachments:

Ordinance To Amend Zoning District Map – Burnham Drive Properties
Ordinance, Amending Chapter 17.07

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE AMENDING THE ZONING DESIGNATION OF THREE PARCELS FROM R-1 TO B-2.

WHEREAS, an application to amend the zoning on property currently zoned R-1 to B-2 has been submitted by Mr. Ronald Ray of Gig Harbor; and,

WHEREAS, the property subject to the rezone consists of three contiguous parcels on the west side of Burnham Drive, opposite an existing B-2 zoning district; and,

WHEREAS, no rezones have been proposed within the City limits since 1995; and,

WHEREAS, a copy of the official zoning district map dated 1996 shows the subject properties as B-2; and,

WHEREAS, the City's zoning district map was updated in July of 1998 to reflect changes to the City of Gig Harbor Comprehensive Plan Land Use Map for the unincorporated UGA; and,

WHEREAS, the zoning district map of 1998 shows the subject properties within the city limits along Burnham Drive designated as R-1; and,

WHEREAS, it is concluded that the 1998 map is in error for these three parcels; and,

WHEREAS, Section 17.100.035 adopts criteria for the approval of a zoning district amendment; and,

WHEREAS; the Planning Commission finds that the proposed rezone is consistent with the City of Gig Harbor Comprehensive Plan General Land Use Map as the map designates this area as Business-Commercial; the proposed rezone furthers the publics general health and welfare,

WHEREAS, the rezone will not have a detrimental effect on the public nor be injurious to surrounding properties due to its location and scale; and,

WHEREAS, a SEPA threshold determination of a determination of non-significance (DNS) was issued on November 1, 1999, by the SEPA Responsible Official; and,

WHEREAS, a public hearing was conducted on December 2, 1999 by the Planning Commission to receive input from the community on proposed amendment to the zoning district map; and,

WHEREAS, on _____ at a regularly scheduled City Council meeting, the Gig Harbor City Council considered the ordinance; and

WHEREAS, the City sent copies of the proposed amendments to Chapter 17 to DCTED as per WAC 365-195-620(1) and RCW 36.70A.106.

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

Section 1. The official zoning map for the city of Gig Harbor is amended so that the following properties are amended from R-1 (single family residential) to B-2 (General Business-Commercial):

Pierce County Assessor's tax parcel numbers 0221061043; 0221061082; 0221061083; all parcels are generally described as being located on the west side of Burnham Drive, opposite the Puerto Vallarta Restaurant, Gig Harbor.

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, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

APPROVED:

MAYOR, Gretchen A. Wilbert

ATTEST/AUTHENTICATED:

CITY CLERK, Molly Towslee

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

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

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

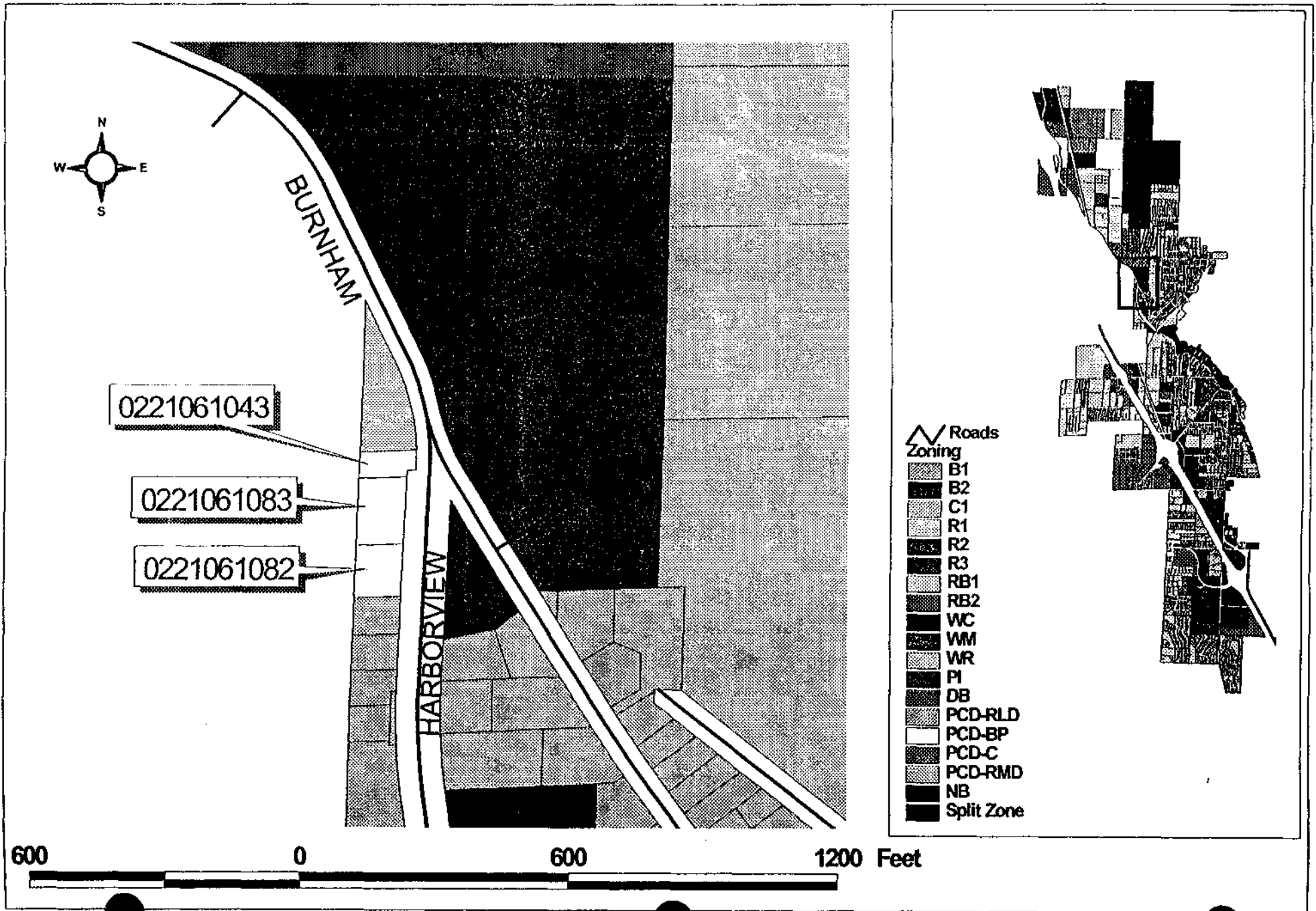
AN ORDINANCE OF THE CITY OF GIG HARBOR, GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REVISING TITLE 17 OF THE GIG HARBOR MUNICIPAL CODE AMENDING THE ZONING DESIGNATION OF THREE PARCELS FROM R-1 TO B-2.

On the _____ day of _____, 1999____, the City Council of the CITY OF GIG HARBOR, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

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

DATED this _____ day of _____, 199____.

Burnham Drive Rezone (R1 to B2)



RECEIVED
CITY OF GIG HARBOR

OCT 25 1999

PLANNING AND BUILDING
SERVICES

October 19, 1999

Advance Copy
FAX 858 6939

Mr. & Mrs. Ron Ray
3519 Harborview Drive #3
Gig Harbor, WA 98332

Re: Parcel 0221061082

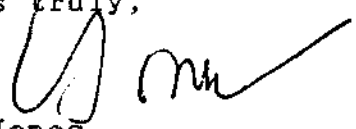
Dear Ron and Pearl,

This will confirm our recent discussions with respect to the above parcel in the city of Gig Harbor. We have had two recent sale opportunities for commercial usage that have resulted in an unpleasant surprise. According to Mr. Ray Gilmore, Director of Planning and Building Services, the parcel has been zoned for residential use only (R-1). This is contrary to the information we received when the property was listed and offered as commercial (B-2) per the enclosed zoning map.

As you are aware, one purchaser has withdrawn their interest as a result, but the other has agreed to continue a feasibility review pursuant to approval of a "Development Agreement" with the city of Gig Harbor. Mr. Gilmore indicates that this addresses both site usage and zoning issues. He recommends that you submit an application for a re-zone to B-2 as well. Neither the development agreement initiated by the buyer (Parker) or the re-zone initiated by you would require an amendment to the Comprehensive Plan because the parcel is commercial designated in the plan.

Please contact Mr. Gilmore at (253) 851-4278 to review the circumstances of the property's current zoning status and procedures above described. Then, respond to the addendum to the Purchase and Sale agreement between you and Mr. Parker. I am sending a copy of this letter to Mr. Gilmore for his advance notice in case I have overlooked anything or not properly described the circumstances.

Yours truly,


Ray Jones

cc: Ray Gilmore, City of Gig Harbor ✓
Thomas Lynch, John L. Scott Real Estate

96th STREET

SHORT PLAT	77-22
5.8	5.8
4116	535
L-4	L-

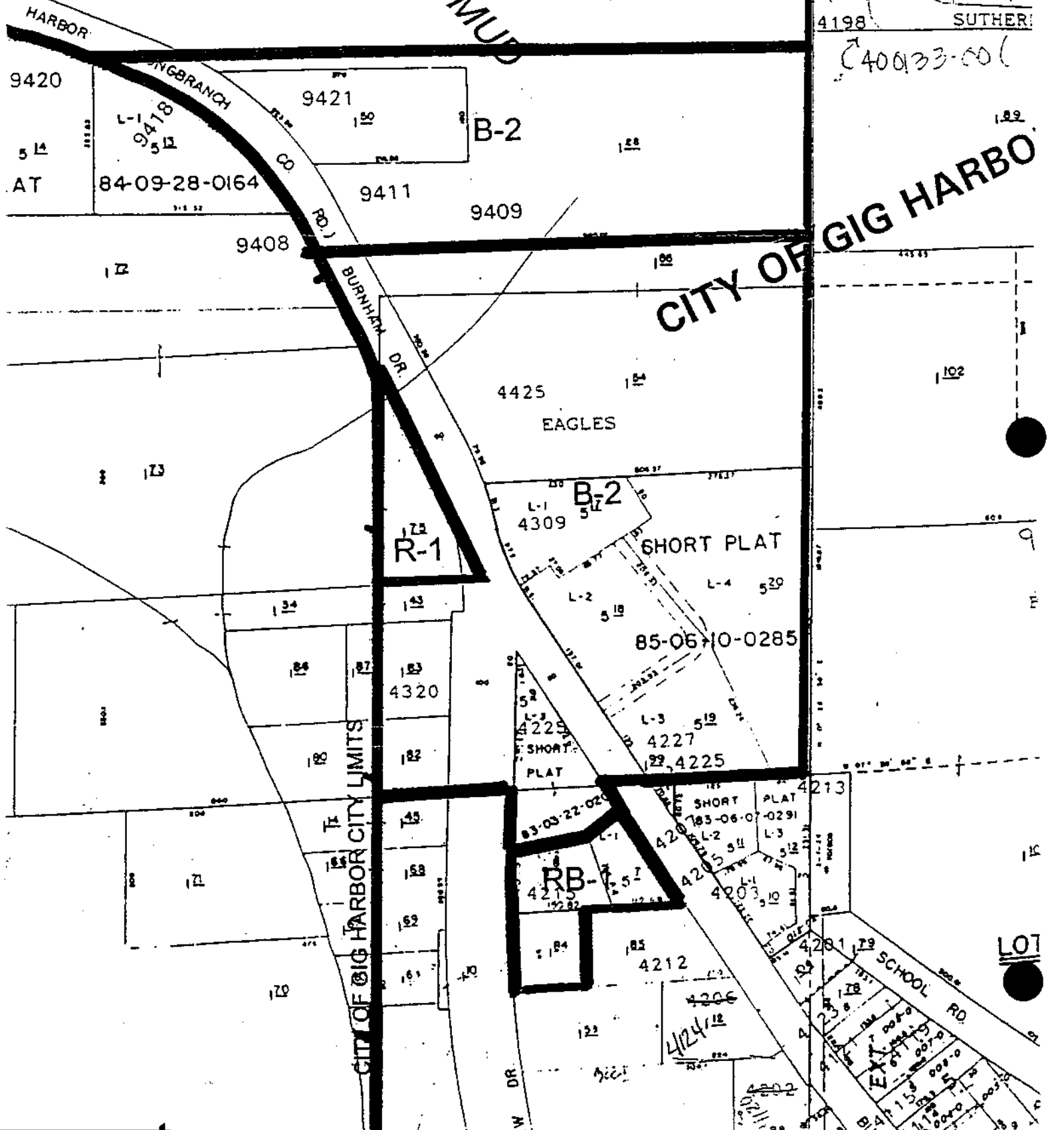
RB-2

QUIET FIRS MOBILE HOME PARK

9515

4164	4144	4124
2	3	4
4198	SUTHER	

400133-00



CITY OF GIG HARBOR

CITY OF GIG HARBOR CITY LIMITS

LOT

SCHOOL RD

MUD

HARBOR

B-2

4425

EAGLES

R-1

B-2

SHORT PLAT

85-06-10-0285

RB-2

4212

4206

4124

84-09-28-0164

83-03-22-02

83-06-0-0291

9420

9421

9411

9409

9408

4309

4320

4215

4213

4201

4219

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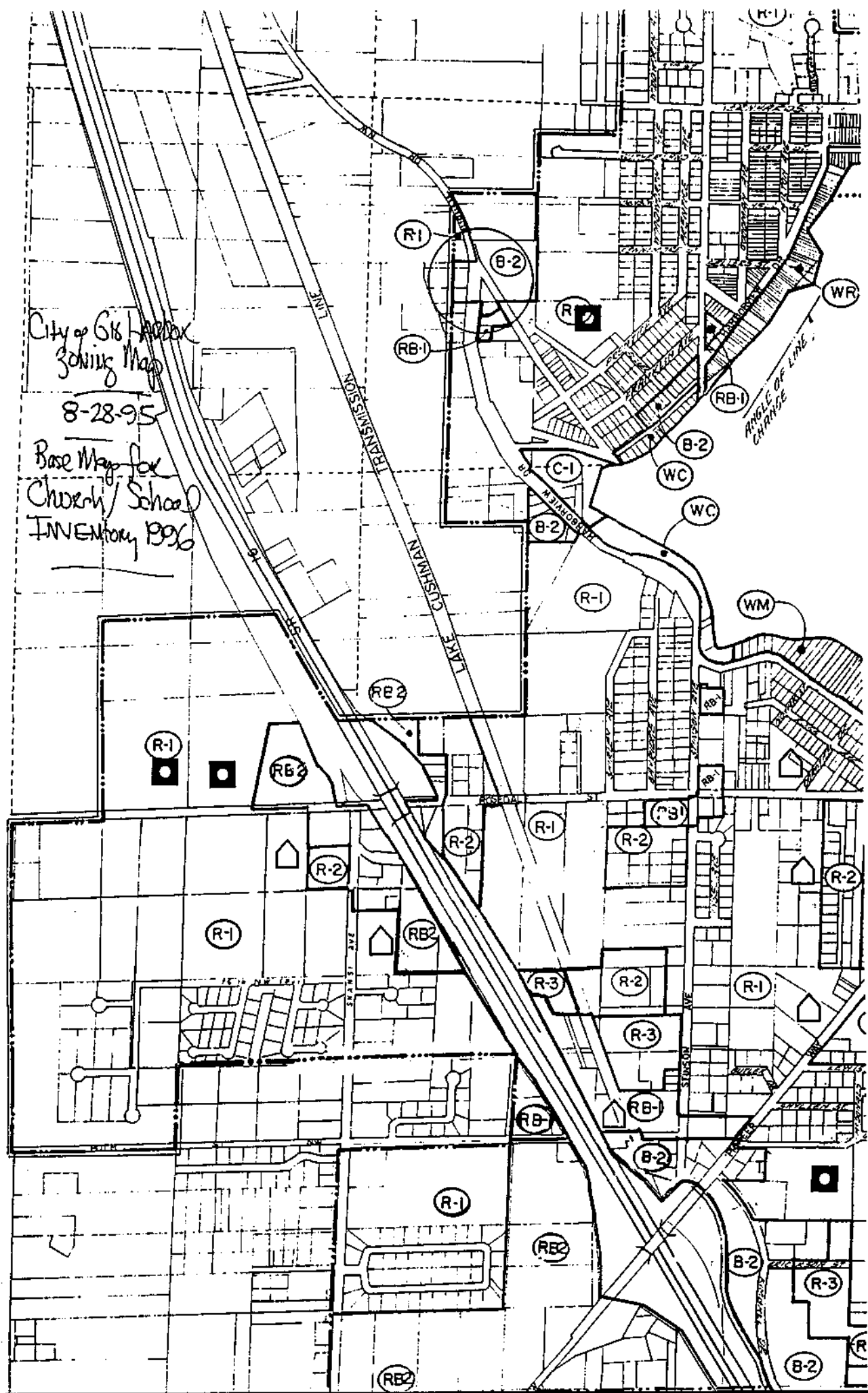
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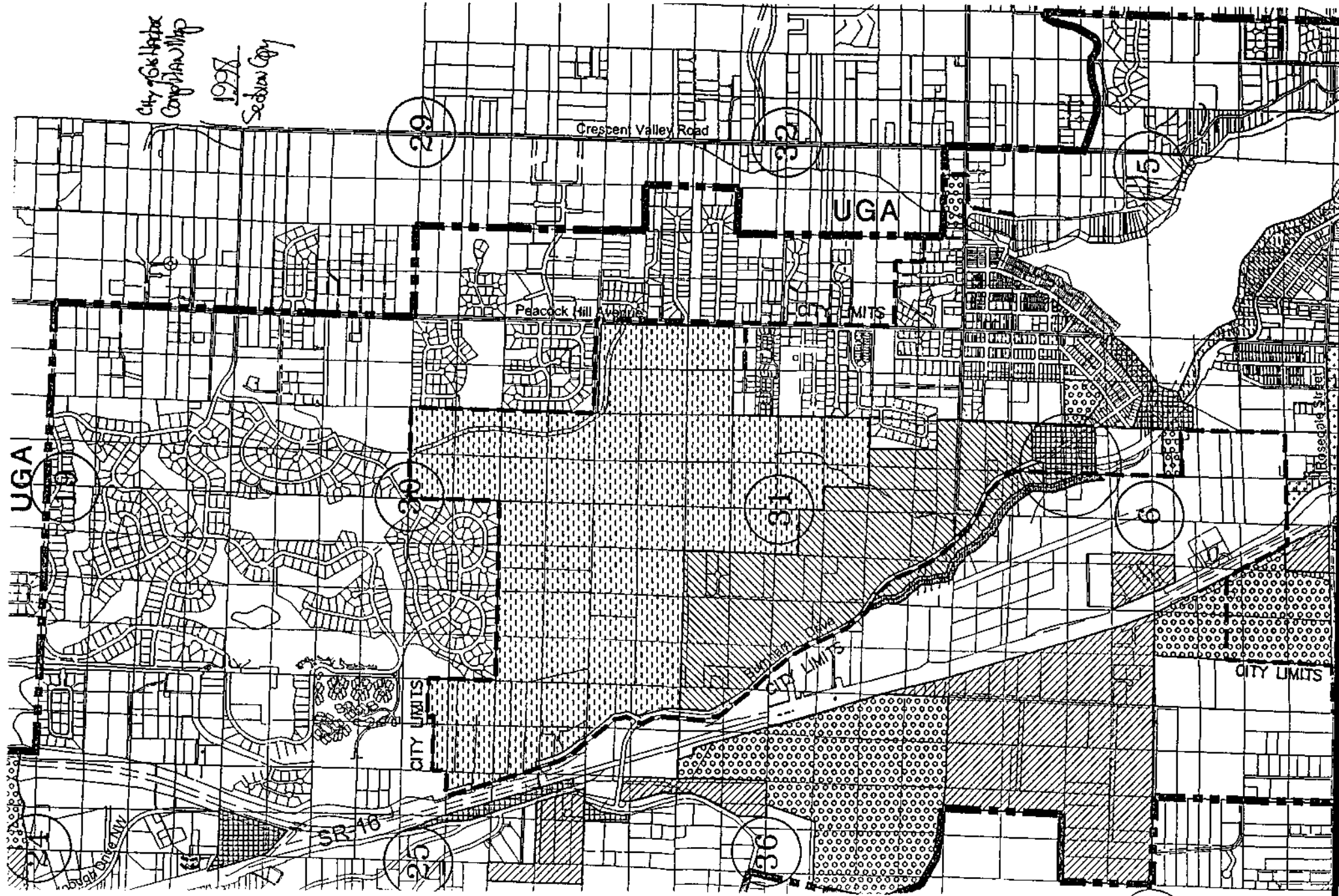
LOT

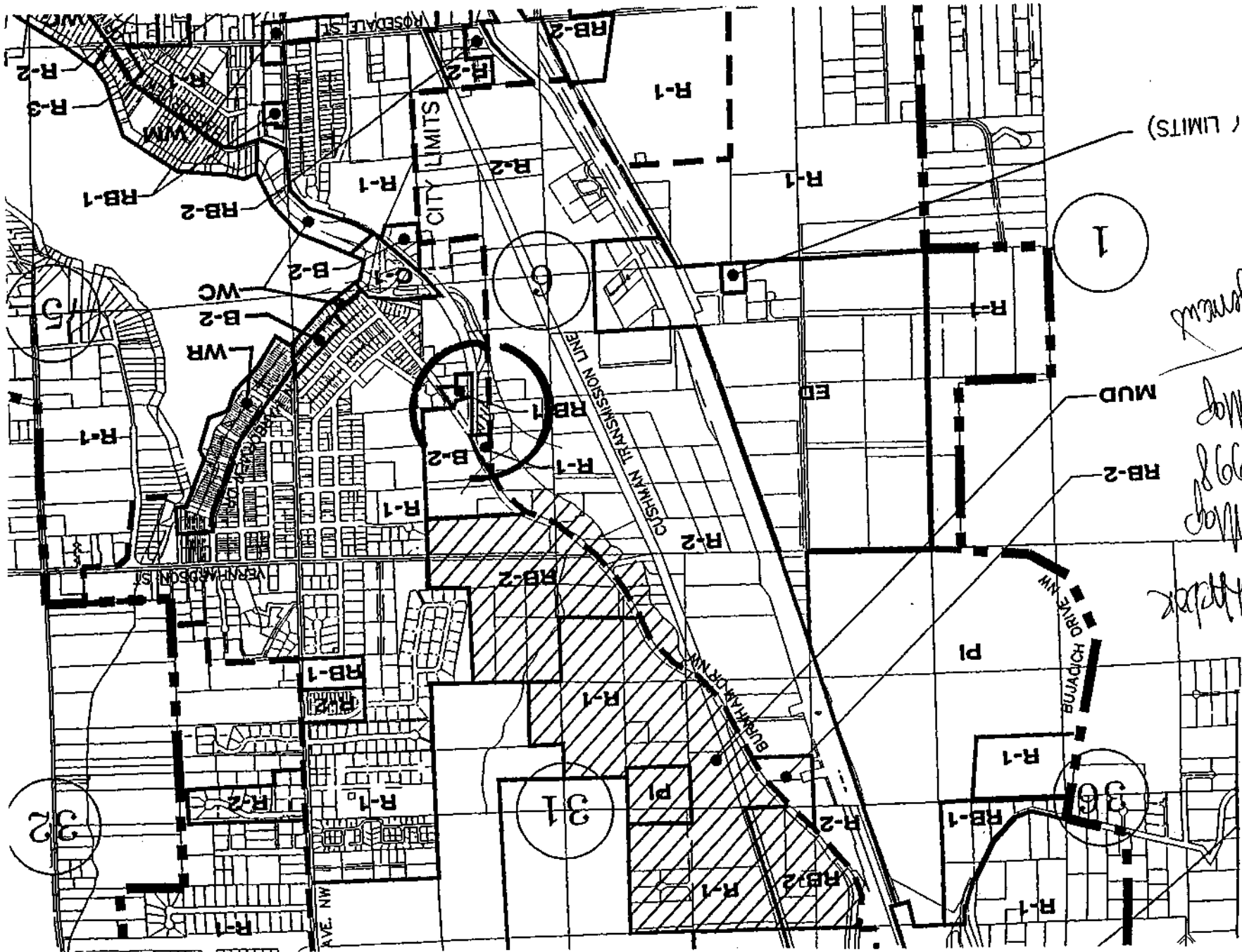
City of GIB RAILROAD
Zoning Map
8-28-95

Base Map for
Church/School
Inventory 1996



City of Berkeley
Comprehensive
1998
Section Copy





(LIMITS)

City of Erie Hydro
County Map
1998
Map
Entwicklung



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: RAY GILMORE, DIRECTOR, PLANNING AND BUILDING
SUBJECT: PLANNING COMMISSION RECOMMENDATION – AMENDMENTS TO
CHAPTER 17.07; FIRST READING OF ORDINANCE
DATE: JANUARY 5, 2000

BACKGROUND/INTRODUCTION

Attached for your review and consideration is the planning commission's recommendation on a proposed to amend Chapter 17.07. Chapter 17.07 currently provides for the administrative appeal of criminal penalties. The City has adopted an enforcement procedure in chapter 17.07 of the Gig Harbor Municipal Code in which the first stage of an enforcement action brought under chapter 17.07 GHMC is the City's issuance of a Notice of Violation. The City is not required to provide for administrative appeals of its code enforcement actions. Certain zoning code violations subject the violator to criminal prosecution and the imposition of criminal penalties, as set forth in GHMC' 17.07.018. A process for an administrative appeal of a Notice of Violation which subjects the violator to civil penalties is necessary because a judicial review of the City's decision will be based on the administrative record, while a judicial review relating to a decision on a Notice of Violation which subjects the violator to criminal penalties is not based on the administrative record.

POLICY ISSUES

The planning commission recommends approval based upon the findings established in the draft ordinance.

FISCAL IMPACT

There is no fiscal impact to the City from the adoption of an ordinance approving the rezone.

RECOMMENDATION

This is the first reading of the ordinance. Staff recommends adoption of the ordinance following the second reading on January 24. Documents pertinent to Council's review are attached.



City of Gig Harbor. The "Maritime City"

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

CITY OF GIG HARBOR PLANNING AND BUILDING SERVICES

REPORT TO THE CITY OF GIG HARBOR PLANNING COMMISSION

**PROPOSED AMENDMENT TO THE CITY OF GIG HARBOR
ZONING DISTRICT MAP**

NOVEMBER 24, 1999

**ZONING DISTRICT MAP AMENDMENT
Burnham Drive Properties**

Overview

The proposal consists of amending the zoning district designation for three parcels along Burnham Drive from R-1 (Residential low density) to B-2 (General Business). These three parcels were previously designated B-2 commercial and were amended to R-1 in 1998. The maps changes in 1998 were applicable to the Urban Growth Area for Purdy and the newly annexed Westside area. No amendments have been proposed for any properties within the City during the past 5 years.

During a zoning district review in 1996, a map was developed which documented the location of churches and schools in the City. The base map used was a copy of the official zoning map for the city of Gig Harbor. This map shows the subject properties as B-2. In 1998, an updated zoning map for parcels outside of the City but within the UGA was adopted which reflected and implemented amendments/additions to the Comprehensive Plan General land use map. This map (dated 1998) shows the subject properties as R-1.

No zoning district map amendments have been proposed for parcels within the city limits since 1995. From what staff has found, there was no intent to change these parcels from B-2 to R-1 and that a mapping error is likely. Nonetheless, the amended zoning designation must be processed as a rezone, as there is no established procedure for correcting mapping errors.

[Faint, illegible text, possibly a signature or stamp]

ADJACENT USES AND ZONING

The property to the west of the subject site is within unincorporated Pierce County and is designated as MSF (medium density single family). The property to the east (across Burnham Drive) is zoned B-2 (General Business). The property to the north is designated as R-1 with a Mixed Use Overlay. Mixed Use overlay allows a variety of non-residential uses subject to meeting certain standards. The property to the south is zoned R-1 (low-density residential).

APPLICABLE CODES

Section 17.100.035GHMC (General criteria for zoning district map amendment) states as follows:

Requests for amending the zoning district designation of an area or the zoning code text shall be based upon the following criteria:

- A. That the request for the zoning district reclassification or zoning code text change is consistent with and furthers the goals, policies and objectives of the comprehensive plan;
- B. That the requested zoning district classification or zoning code text change will further the public's health, safety and general welfare;
- C. That no substantial detrimental effect shall be caused by the granting of the requested reclassification or amendment.

The comprehensive plan designates the property as commercial business. A rezone to B-2 would further the goals, policies and objectives of the comprehensive plan and is consistent with the Comprehensive Plan. The reclassification furthers the public's health, safety and general welfare as it provides for a contained commercial area that is readily accessible, small in scale and is adjacent to an existing commercial area. No substantial detrimental effect will be caused by the granting of the rezone due to its location, the limited scale of the commercial area, the availability of municipal services and the performance requirements of the City's design manual and zoning code to buffer adjacent residentially zoned properties.

COMPLIANCE WITH THE STATE ENVIRONMENTAL POLICY ACT/CITY OF GIG HARBOR ENVIRONMENTAL POLICY ORDINANCE/GROWTH MANAGEMENT ACT

On November 1, 1999, the SEPA Responsible Official issued a threshold determination, pursuant to WAC 197-11 340 (2), on a determination of non-significance (DNS). Copies of the proposed amendments were also submitted to twelve state agencies for review and comment. No adverse comments have been received as of this date.

AMENDMENT TO CHAPTER 17.07 Enforcement Provisions

Overview

Chapter 17.07 currently provides for the administrative appeal of criminal penalties. The City has adopted an enforcement procedure in chapter 17.07 of the Gig Harbor Municipal Code in which the first stage of an enforcement action brought under chapter 17.07 GHMC is the City's issuance of a Notice of Violation. The City is not required to provide for administrative appeals of its code enforcement actions. Certain zoning code violations subject the violator to criminal prosecution and the imposition of criminal penalties, as set forth in GHMC' 17.07.018. A process for an administrative appeal of a Notice of Violation which subjects the violator to civil penalties is necessary because a judicial review of the City's decision will be based on the administrative record, while a judicial review relating to a decision on a Notice of Violation which subjects the violator to criminal penalties is not based on the administrative record.

Proposed Amendment

The proposal is to amend Chapter 17.07.014 (Review by hearing examiner) to state that there is no administrative appeal of a notice of violation issued pursuant to GHMC 17.07.006 for violations described in GHMC 17.07.018, which subject the violator to criminal prosecution and/or the imposition of criminal penalties. Subsection "E" is amended to delete the provision for the administrative appeal of a criminal violation. A copy of the draft ordinance is attached.

STAFF RECOMMENDED FINDINGS

Staff recommends that the proposed ordinance amending the zoning for the Burnham Drive properties and the proposed ordinance amending Chapter 17.07 be recommended for approval to the Gig Harbor City Council. Findings for approval are stated within the draft ordinances.



Attachments:

- Ordinance To Amend Zoning District Map -- Burnham Drive Properties
- Ordinance, Amending Chapter 17.07

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CODE ENFORCEMENT, ELIMINATING THE ADMINISTRATIVE APPEAL OF ANY NOTICE OF VIOLATION WHICH COULD SUBJECT THE VIOLATOR TO CRIMINAL PROSECUTION AND RESULT IN THE IMPOSITION OF CRIMINAL PENALTIES; AMENDING SECTION 17.07.014 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City has adopted an enforcement procedure in chapter 17.07 of the Gig Harbor Municipal Code; and,

WHEREAS, the first stage of an enforcement action brought under chapter 17.07 GHMC is the City's issuance of a Notice of Violation; and,

WHEREAS, the City is not required to provide for administrative appeals of its code enforcement actions; and,

WHEREAS, certain zoning code violations subject the violator to criminal prosecution and the imposition of criminal penalties, as set forth in GHMC § 17.07.018; and,

WHEREAS, a process for an administrative appeal of a Notice of Violation which subjects the violator to civil penalties is necessary because a judicial review of the City's decision will be based on the administrative record, while a judicial review relating to a decision on a Notice of Violation which subjects the violator to criminal penalties is not based on the administrative record; and,

WHEREAS, the City Council desires to eliminate any administrative appeal of a Notice of Violation for violations described in GHMC § 17.07.018, which subject the violator to criminal prosecution and the imposition of criminal penalties; and,

WHEREAS, the City Council also desires to clarify the fact that there is no additional administrative appeal beyond the appeal to the Hearing Examiner of a Notice of Violation for violations described in GHMC § 17.07.018; Now, therefore,

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

Section 1. Section 17.07.014 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.07.014 Review by hearing examiner.

A. Notice of Violation (criminal penalties). There is no administrative appeal of a notice of violation issued pursuant to GHMC § 17.07.006 for violations described in GHMC § 17.07.018, which subject the violator to criminal prosecution and/or the imposition of criminal penalties.

B. Notice of Violation (civil penalties). Any person significantly affected by or interested in a notice of violation issued by the planning director pursuant to GHMC 17.07.006 for a violation of the codes in this Title which subject the violator to civil prosecution may obtain an appeal of the notice by requesting such appeal within fifteen (15) calendar days after service of the notice. When the last day of the period so computed is a Saturday, Sunday or federal or city holiday, the period shall run until 5:00 p.m. on the next business day. The request shall be in writing, and upon receipt of the appeal request, the building official shall forward the request to the office of the hearing examiner, pursuant to Chapter 17.10 GHMC.

~~B C.~~ At or after the appeal hearing, the hearing examiner may:

1. Sustain the notice of violation;

2. Withdraw the notice of violation;
3. Continue the review to a date certain for receipt of additional information;
4. Modify the notice of violation, which may include an extension of the compliance date.

C.D. The hearing examiner shall issue a decision within ~~ten~~ (10) days of the date of the completion of the review and shall cause the same to be mailed by regular first class mail to the person(s) named on the notice of violation, mailed to the complainant, if possible, and filed with the department of records and elections of Pierce County.

D E. The decision of the hearing examiner shall be final ~~and conclusive, and no further administrative appeal may be filed.~~ ~~In order to appeal the decision of the hearing examiner, a person with standing to appeal a decision imposing criminal penalties must appeal to the appropriate court with jurisdiction, and In order to appeal the decision of the hearing examiner, a person with standing to appeal a decision imposing civil penalties must make application for a land use petition under Chapter 36.70C RCW within 21 days of the issuance of the examiner's decision. The cost of transcription of all records ordered certified by the court for such review shall be borne by the appellant.~~

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 take effect and be in full force five (5) days after publication of the attached approved summary thereof consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2000.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

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

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CODE ENFORCEMENT, ELIMINATING THE ADMINISTRATIVE APPEAL OF ANY NOTICE OF VIOLATION WHICH COULD SUBJECT THE VIOLATOR TO CRIMINAL PROSECUTION AND RESULT IN THE IMPOSITION OF CRIMINAL PENALTIES; AMENDING SECTION 17.07.014 OF THE GIG HARBOR MUNICIPAL CODE.

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

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

MOLLY TOWSLEE, CITY CLERK



City of Gig Harbor. The "Maritime City"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JEFF TARADAY, OGDEN MURPHY AND WALLACE
SUBJECT: ADDENDA TO EXPERT WITNESS CONTRACTS
DATE: JANUARY 6, 2000

INFORMATION/BACKGROUND

Attached are three addenda to contracts for some of our expert witnesses in the condemnation of the Wilkenson Park property. The Council approved the original contracts for these witnesses last summer. The original contracts were not intended to cover the period all the way up until trial, which is set for April 5, 2000. The addenda are necessary to update the duration of work clause so that our experts are under contract until the end of the trial. In some cases, the addenda are necessary because the expert witnesses have used up their initial budget amount. Remaining work to be performed by these experts includes deposition testimony, trial testimony, and related preparation.

RECOMMENDATION

It is recommended that the Council approve the attached addenda. Any questions about these addenda should be discussed in executive session as this material concerns pending litigation.

ADDENDUM TO EXPERT WITNESS CONTRACT

THIS ADDENDUM modifies that certain agreement entered into on _____, 1999, between the City of Gig Harbor (hereinafter referred to as the "City") and Shannon & Wilson, Inc. (hereinafter referred to as the "Expert Witness").

WHEREAS, the City and the Expert Witness entered into the above-referenced agreement (hereinafter referred to as the "Agreement") in order for the Expert Witness to perform services in connection with the City's condemnation action to acquire property for the Wilkinson Park, and

WHEREAS, the initial Agreement was not intended to cover the full spectrum of deposition and/or trial testimony that would be required of the Expert Witness, and

WHEREAS, it is expected that the upcoming testimony would cause the Expert Witness to exceed the amount of the initial Agreement, and

WHEREAS, an Addendum should be entered into to cover the costs of the upcoming testimony and related services in preparation for the testimony, NOW, THEREFORE.

FOR AND IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Description of Work. The Scope of Services to be performed by the Expert Witness under Section I of the Agreement is hereby amended to add deposition and trial testimony and services related to the preparation for such testimony.
2. Duration of Work. The services contemplated by this Addendum shall be completed no later than April 30, 2000.
3. Payment. For completion of the services contemplated in this Addendum, the City shall pay the Expert Witness an amount based on time and materials, not to exceed six thousand dollars (\$6,000). This amount is over and above the original not to exceed amount of seven thousand dollars (\$7,000). The Schedule of Rates in Exhibit B is also hereby amended such that the Principal rate is \$142.00 per hour and the Testimony rate is \$151.00 per hour. All other provisions of Section II of the Agreement shall remain in effect so long as they do not conflict with this Addendum.

(JBT419174.DXC:1A0008.050044/050044)

Received: 12/26/99 12:22;

206 447 0215 -> SHANNON & WILSON, INC.; Page 3

12/28/98 TUE 12:21 FAX 206 447 0215

OMW SEATTLE

003

4. Other Terms and Conditions. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and be binding upon the parties.

DATED this _____ day of January, 2000.

CITY OF GIG HARBOR

SHANNON & WILSON, INC.

Mayor Gretchen Wilbert

William T. Ladd
By: WILLIAM T. LADD
Title: VICE PRESIDENT

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

[J0T41917A.DOC;1:00008J1511444050044]

ADDENDUM TO EXPERT WITNESS CONTRACT

THIS ADDENDUM modifies that certain agreement entered into on 12-29, 1999, between the City of Gig Harbor (hereinafter referred to as the "City") and Halsan Frey Associates LLC (hereinafter referred to as the "Expert Witness").

WHEREAS, the City and the Expert Witness entered into the above-referenced agreement (hereinafter referred to as the "Agreement") in order for the Expert Witness to perform services in connection with the City's condemnation action to acquire property for the Wilkinson Park, and

WHEREAS, the initial Agreement was not intended to cover the full spectrum of deposition and/or trial testimony that would be required of the Expert Witness, and

WHEREAS, it is expected that the upcoming testimony would cause the Expert Witness to exceed the amount of the initial Agreement, and

WHEREAS, an Addendum should be entered into to cover the costs of the upcoming testimony and related services in preparation for the testimony, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF THE TERMS AND CONDITIONS HERINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Description of Work. The Scope of Services to be performed by the Expert Witness under Section I of the Agreement is hereby amended to add deposition and trial testimony, services related to the preparation for such testimony.
2. Duration of Work. The services contemplated by this Addendum shall be completed no later than April 30, 2000.
3. Payment. For completion of the services contemplated in this Addendum, the City shall pay the Expert Witness an amount based on time and materials, not to exceed five thousand dollars (\$5,000). This amount is over and above the original not to exceed amount of sixteen hundred dollars (\$1,600). The City Council hereby authorizes payment in the amount of sixteen hundred seventeen dollars and fifty cents (\$1,617.50) for work that was done prior to the execution of this addendum, and in excess of the original not to exceed amount. The \$1617.50 shall be subtracted from the \$5,000.00 such that payment for work performed between December 26, 1999 and April 30, 2000 shall not exceed three thousand eighty-two dollars and fifty cents (\$3,382.50). All other provisions of Section II of the Agreement shall remain in effect so long as they do not conflict with this Addendum.

4. Other Terms and Conditions. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and be binding upon the parties.

DATED this _____ day of January, 2000.

CITY OF GIG HARBOR

HALSAN FREY ASSOCIATES LLC

Mayor Gretchen Wilbert

Carl E. Halsan
By: CARL E. HALSAN
Title: MEMBER

ATTEST/AUTHENTICATED:

12-29-1999

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

ADDENDUM TO EXPERT WITNESS CONTRACT

THIS ADDENDUM modifies that certain agreement entered into on _____, 1999, between the City of Gig Harbor (hereinafter referred to as the "City") and Adolfsen & Associates, Inc. (hereinafter referred to as the "Expert Witness").

WHEREAS, the City and the Expert Witness entered into the above-referenced agreement (hereinafter referred to as the "Agreement") in order for the Expert Witness to perform services in connection with the City's condemnation action to acquire property for the Wilkinson Park, and

WHEREAS, the initial Agreement was not intended to cover the full spectrum of deposition and/or trial testimony that would be required of the Expert Witness, and

WHEREAS, it is expected that the upcoming testimony would cause the Expert Witness to exceed the amount of the initial Agreement, and

WHEREAS, an Addendum should be entered into to cover the costs of the upcoming testimony and related services in preparation for the testimony, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF THE TERMS AND CONDITIONS HEREINAFTER SET FORTH, THE PARTIES AGREE AS FOLLOWS:

1. Description of Work. The Scope of Services to be performed by the Expert Witness under Section I of the Agreement is hereby amended to add deposition and trial testimony and services related to the preparation for such testimony.
2. Duration of Work. The services contemplated by this Addendum shall be completed no later than April 30, 2000.
3. Payment. For completion of the services contemplated in this Addendum, the City shall pay the Expert Witness an amount based on time and materials, not to exceed fifteen hundred dollars (\$1,500). This amount is over and above the original not to exceed amount of five thousand and seventy dollars (\$5,070). The billing rates for the remainder of the contract will be changed to \$82/hour for Teresa Vanderberg and \$117/hour for Andy Castelle. All other provisions of Section II of the Agreement shall remain in effect so long as they do not conflict with this Addendum.

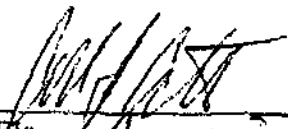
4. Other Terms and Conditions. Except as expressly modified herein, all other terms and conditions of the Agreement shall remain in full force and effect and be binding upon the parties.

DATED this _____ day of January, 2000.

CITY OF GIG HARBOR

ADOLFSON & ASSOCIATES

Mayor Gretchen Wilbert


By: ANDREW J. CASTELLE
Title: VICE PRESIDENT

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:

Carol Morris, City Attorney

Mayor's Report
January 10, 2000



January is the time to accept and confirm appointments to the position of Mayor Pro Tem and Council Advisory Committees for the City of Gig Harbor. Councilmember John Picinich has accepted my invitation to serve as Mayor Pro Tem for the year 2000, and I will be asking for your confirmation of the appointment at the second meeting this month.

The Council Advisory Committees help to better assess the needs of the community and to foster effective communication between Council and staff. This is an invitation to each Councilmember to self-select the committees that may be of interest to you. The committee participants and staff will determine scheduling of meetings as necessary. The committees are:

Finance

Public Safety

Public Works

Economic Development

Land Use Planning

No more than three Councilmembers can serve on any particular committee, so please list the committees on which you would like to serve in order of your preference. Please pass your selections on to Mark Hoppen.

Thank you in advance for your response to serve on these advisory committees.



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: NOVEMBER INFORMATION FROM PD
DATE: DECEMBER 24, 1999

The November 1999 activity statistics are attached for your review. These numbers are tracking along fairly evenly with 1998, which is what we had anticipated.

The Reserves logged 185.5 volunteer hours in November. This divided between patrol time, jail transports, in service training, and a DUI emphasis.

The Marine Services Unit activity is limited at this time of year. The unit provided 1.25 hours of patrol, 2 hours of administrative duties, and 2.5 hours of maintenance time in November.

The Explorers volunteered 32 hours of service in November. This time was divided between 20 hours of meetings and the rest spent in assisting special events.



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GIG HARBOR POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

November 1999

	<u>NOV</u> <u>1999</u>	<u>YTD</u> <u>1999</u>	<u>YTD</u> <u>1998</u>	<u>% chg:</u> <u>1998</u>
CALLS FOR SERVICE	427	4476	4600	- 2
CRIMINAL TRAFFIC	15	213	232	- 8
TRAFFIC INFRACTIONS	73	957	1045	- 8
DUI ARRESTS	10	59	100	- 41
FELONY ARRESTS	5	66	87	- 24
MISDEMEANOR ARRESTS	25	239	201	+ 18
WARRANT ARRESTS	6	96	107	- 10
CASE REPORTS	134	1245	1323	- 5
REPORTABLE VEHICLE ACCIDENTS	26	186	181	+ 2