

# **Gig Harbor City Council Meeting**



**September 27, 1999**

**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**September 27, 1999**

**CALL TO ORDER:**

**PUBLIC HEARING:** First Reading of Ordinance on Impact Fees

**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 September 13, 1999, City Council Meeting.
2. Correspondence / Proclamations:
  - a) The Spirit of 2000 Committee - Visit of the HMS Endeavor.
  - b) Dept. of Corrections - Invitation to a Public Service Day and Tour.
  - c) Tacoma Art Museum - Request for Funds.
3. Copier Maintenance Contract.
4. Pt. Fosdick Drive Consultant Services Contract - Amendment No. 1.
5. Approval of Payment of Bills for September 27, 1999:  
Checks # 23314 through #23411 in the amount of \$292,788.22.

**OLD BUSINESS:**

1. Agreement for On-Line Access G.I.S. - Pierce County.
2. Second Reading of Ordinance - Donation from NW Snowboards to Skateboard Park.
3. Second Reading of Ordinance - Reducing Bingo and Raffles Tax.

**NEW BUSINESS:**

1. Blevins Property Acquisition.
2. First Reading of Ordinance - Parks and Transportation Impact Fees.
3. Street Name Change - "Wagner Way."
4. First Reading of Ordinance - Variances from Public Works Standards.
5. Newpark Terrace - Sanitary Sewer Maintenance.
6. Street Sweeper Purchase.
7. Generator Purchase for Wastewater Treatment Plant.

**PUBLIC COMMENT/DISCUSSION:**

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

Chief Mitch Barker, Gig Harbor Police Department - August Statistics.

**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.

**ADJOURN:**

**DRAFT**

**REGULAR GIG HARBOR CITY COUNCIL MEETING OF SEPTEMBER 13, 1999**

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

**CALL TO ORDER:** 7:03 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of the August 23, 1999, City Council Meeting.
2. Correspondence / Proclamations:
  - a) Proclamation - Constitution Week.
3. Approval of Payment of Bills for August 23, 1999:  
Checks #23143 through #23245 in the amount of \$283,643.63.
4. Approval of Payment of Bills for September 13, 1999:  
Checks #23246 through #23313 in the amount of \$135,352.66.
5. Approval of Payroll for the Month of August:  
Checks #18667 through #18826 in the amount of \$287,653.66.
6. Street Pavement Marking - Contract Award.
7. Bayridge Avenue Improvement Project - Bid Award.
8. IAC Grant Agreements - Skateboard Park & Grandview Athletic Field Maintenance.
9. Liquor License Approval, Change of Ownership - Round Table Pizza.
10. Liquor License, Reconsideration Request Denied - Gig Harbor Gasoline LLC.
11. Liquor License Renewals- Hy-Iu-Hee-Hee.

Councilmember Markovich asked for clarification of the terms for the IAC Grant for the ballfields. Wes Hill and Mark Hoppen addressed his concerns that the property would be limited to ballfields for an extended length of time. They explained that the terms were flexible and the grant money could be paid back if the fields were to be utilized for other purposes.

Mayor Wilbert introduced two members from the Daughters of the American Revolution, Dorothy Hall and Lynn Sutherland. They witnessed the signing of the proclamation for Constitution Week.

**MOTION:** Move to approve the consent agenda as presented.  
Picinich/Platt - unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance - Donation from Peninsula Computers to Skateboard Park. Dave Rodenbach, Finance Director, introduced the second reading of this ordinance accepting a donation of \$525 to be used toward the construction of the Skateboard Park.

**MOTION:** Move to adopt Ordinance No. 824 as presented.  
Markovich/Picinich - unanimously approved.

2. Shorecrest Community Sewer System Easement - Quit Claim Deed. Wes Hill, Public Works Director, explained that this Quit Claim Deed was for an easement for a proposed pressure line from the septic tank/pump station to the drain field in the Shorecrest Community Sewer System. He added that because the pressure line was constructed in an alternate location, the city no longer has any need for the easement. He added that a survey to confirm the exact location of the constructed facilities would be performed by the property owners, and easement documents based on the survey would be provided to the city. He recommended execution of the quit claim deed subject to completion of a recorded survey documenting the presence of constructed facilities and conveyance of easement documents for those facilities.

**MOTION:** Move to authorize execution of a Quit Claim Deed under the circumstances recommended by the Public Works Director.  
Dick/Platt - unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance - Donation from NW Snowboards to Skateboard Park. Dave Rodenbach introduce this ordinance for a donation of \$500 towards construction of the Skateboard Park. He said that this would bring the donations to the park to \$1,700 to date. He said the ordinance would return for a second reading at the next meeting. Councilmember Ekberg commented that he was glad to see the public participation and hoped that upon completion there would be an appropriate place on site for recognition of those who had made donations.
2. First Reading of Ordinance - Reducing Bingo and Raffles Tax. Dave Rodenbach explained that this ordinance would reduce the bingo and raffle tax from 10% to 5% as a result of the latest legislative session in Olympia where they reduced the maximum that could be charged to bingo and raffles. He said that the reduction in revenue would be minimal. This will return at the next meeting for a second reading.
3. Resolution Adopting the Gig Harbor/Key Peninsula Regional Emergency Plan. Mark Hoppen explained that this plan had been under construction for over a year. He said that the document represents a plan of action for an emergency event, utilizing the Emergency Operations Center and the capabilities of all the entities that would be affected in an emergency. He explained that the document would be used for coordination with the

State agencies and has the capability for some grant benefits. He added the document would be revised on a yearly basis, and would become a more sophisticated, functional plan with time.

**MOTION:** Move to adopt Resolution No. 537 adopting the Gig Harbor/Key Peninsula Regional Emergency Plan.  
Dick/Ekberg - unanimously approved.

4. Agreement for On-Line Access G.I.S. - Pierce County. Kay Truitt, Information System Specialist, explained that this contract was a boiler-plate agreement that twenty other agencies have signed. She gave an overview of the process to modify the contract with participation by Pierce County and Carol Morris, Legal Counsel. She said that Pierce County had agreed to modifications to the exhibits, but wished to keep the basic contract as written.

Staff members address Council's questions on the value of the system verses the cost to the city. Councilmember Dick said he agreed that the city needs a G.I.S. system, but wanted information about requesting the data through the public information act, then developing our own G.I.S. system. Councilmember Markovich said that before he was comfortable committing the funds, he needed to know that the system was a necessity, and not just a luxury. Due to the Council's concerns, Councilmember Ekberg made the following motion.

**MOTION:** Move that we table this item until the next meeting so that the staff members who will be using the system could be present to answer questions, and that the issue of requesting a copy of the electronic data from Pierce County be researched.  
Ekberg/Markovich - unanimously approved.

**PUBLIC COMMENT:**

Bob Frisbie - 9720 Woodworth Avenue - Mr. Frisbie requested Council to take enforcement action on SDP 97-07, Ancich/Tarabochia Dock. He gave a brief history of the project and said that the enforcement should be based on the failure of the applicant to submit materials required for the Shoreline Substantial Development Permit in a timely fashion.

Mayor Wilbert informed Mr. Frisbie that the issue would be taken into consideration and information submitted to Legal Counsel.

**COUNCIL COMMENTS:** None.

**STAFF REPORTS:**

Dave Rodenbach, Finance Director. Mr. Rodenbach explained that he had received the results of the Special Benefits Study on the East-West Road. He passed out a copy of the report and gave a brief overview of the results.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Public Hearing on Impact Fees - Regular Council Meeting of September 27, 1999.

**EXECUTIVE SESSION:** For the purpose of discussing pending and potential litigation per RCW 42.30.110(i) and for property acquisition per RCW 42.30.110(b). Action may be taken.

**MOTION:** Move to adjourn to executive session at 8:29 p.m. for approximately fifteen minutes.  
Platt/Picinich - unanimously approved.

**MOTION:** Move to return to regular session at 8:44 p.m.  
Platt/Ekberg - unanimously approved.

**ADJOURN:**

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

Cassette recorder utilized.  
Tape 541 Side B 266 - end.  
Tape 542 Both Sides.  
Tape 543 Side A 000 - 220.

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Mayor

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City Clerk

*The Spirit of 2000*



TM

*The State of Washington Salute To The Arrival Of The 21st Century*

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Chris Fiala Erlich  
Executive Director  
Gig Harbor Historical Society  
4218 Harborview Drive  
Gig Harbor, WA 98335-0744

September 7, 1999

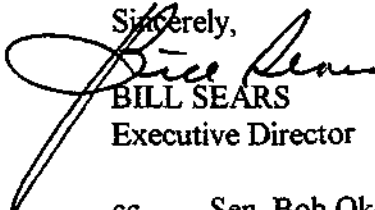
Dear Ms Erlich:

The "*Spirit of 2000*" committee is pleased to provide a grant in the amount of \$2500.00 to assist in your millennium project -- the arrival and visit of the HMS Endeavour.

We have noted the designation of this historic visit as a *Spirit of 2000* event and would appreciate acknowledgment of this grant in publications and advertising i.e. "**funding for this event was provided in part by a grant from the *Spirit of 2000* and the State of Washington.**"

With best wishes for a successful event, I am,

Sincerely,



BILL SEARS  
Executive Director

cc Sen. Bob Oke  
Rep. Tom G. Huff  
Rep. Patricia Lantz  
Mayor Gretchen A. Wilbert

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1904 Third Avenue #700 \* Seattle, Washington 98101-1123  
Phone/Fax 206-623-5967 www.spirit2000.com \* E-Mail: [gdideas@gte.net](mailto:gdideas@gte.net)  
"The Spirit of 2000"™ is a Washington Non-Profit Corporation



RECEIVED

SEP 16 1999

CITY OF GIG HARBOR

STATE OF WASHINGTON

DEPARTMENT OF CORRECTIONS

WASHINGTON CORRECTIONS CENTER FOR WOMEN

P.O. BOX 117, MS. W.P.-04 • 9601 Bujacich Rd. N.W. • Gig Harbor, WA 98335-0017

*The Washington Corrections Center for Women*

*cordially invites you to attend*

*a Public Service Day and Institution Tour*

*to be held*

*Tuesday, October 5<sup>th</sup>, at 8:00 a.m.*

The Department of Corrections' Vision Statement is "Working together for safe communities". As partners with the citizens of our community to reach this goal, we have planned a day for us to meet and share with you our history, our programs, and our goals.

Areas of discussion will include: Historical Overview, Safety/Security, Religious Programs, Volunteer Programs, Prison Pet Partnership Program, Residential Parenting Program, and Educational Programs to name just a few.

Because we are limited in the number of people we can comfortably accommodate, requests for participation will be accepted on a first come, first served basis. Please R.S.V.P. early to reserve your place. An afternoon session may be added, if needed.

**R.S.V.P. is required for security clearances**

*We hope you will be able to join us*



## Sign Up for Public Service Day

The following information is required to conduct security checks prior to allowing visitors within the institution's secured perimeter. **All information will be held in the strictest confidence.** Please give your full *legal* name, not a nickname, and *please print clearly.* Feel free to reproduce and distribute this form if you wish.

1.	Last Name	First Name	MI	Social Security No.	Date of Birth
2.	Last Name	First Name	MI	Social Security No.	Date of Birth
3.	Last Name	First Name	MI	Social Security No.	Date of Birth
4.	Last Name	First Name	MI	Social Security No.	Date of Birth
5.	Last Name	First Name	MI	Social Security No.	Date of Birth

Do any of the above need special accommodation? If so, what? \_\_\_\_\_

In case we have any questions, who can we contact for additional information?

Name	Area Code/Phone Number	Area Code/FAX Number
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Please return this information no later than October 1<sup>st</sup> to allow us time to process. You may either **drop this form off** at our Administrative/Public Access Building, **mail** it to us at WCCW, P.O. Box 17, Gig Harbor, WA 98335-0017, or **FAX** to us at (253) 858-4208, **ATTN:** Billie Ackerman.

Is there anything in particular you would like to see covered during this event?

\_\_\_\_\_

\_\_\_\_\_

If you have any questions or need additional assistance, please contact Billie Ackerman at 253-858-4215.

\*\*\* Due to limited parking, we encourage and would appreciate it if your members could carpool \*\*\*

**Please, no cameras, pagers, or cell phones** **Please no guests under 18 years of age**

## IDENTIFICATION REQUIREMENTS

Registration will be at the Public Access area located in the lobby of the Main Administration Building. Please plan to arrive 30 minutes in advance for processing. At which point we would like you to produce two pieces of formal identification, one of which must include a picture identification (picture identification is used by a government agency).

Acceptable forms of identification are as follows:

1. Driver's license issued by any state. Temporary licenses will not be accepted.
2. Identification card issued by State Department of Licensing.
3. Military identification.
4. State or Federal agency identification.
5. Passports/border crossing card.
6. Indian Tribal identification.

## GENERAL GUIDELINES

To process through the security scanner you will be expected to empty all pockets, remove all outer garments such as sweaters, vests and jackets; remove all jewelry and removable metal and accessory items. If you do not clear through the security scanner the first time, you will remove your shoes and process through the scanner for a second time.

Please plan to wear modest, professional attire and comfortable shoes for walking.

Medications may not be carried into the institution unless prior permission has been received. Visitors are not allowed to bring cameras, purses, wallets, packages, briefcases, lighters, pens, or other concealing containers into the institution.

A limited number of lockers are provided in the lobby for storage of these items, or you may wish to lock them in your car. Vehicles on institution grounds should be kept locked at all times when not attended.

Smoking is allowed in designated areas.

No material of any kind is to be given to, exchanged with, or received from an offender during your visit.

All visitor rules and regulations are intended to assist you in having a pleasant and successful visit. Please keep in mind that all guidelines are necessary to ensure the safety and security of visitors, staff and offenders.

TACOMA **ART** MUSEUM

RECEIVED

SEP 15 1999

CITY OF GIG HARBOR

September 9, 1999

The Honorable Gretchen Wilbert, Mayor  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

We appreciated the opportunity to meet with the Gig Harbor City Council last year, and thank you for your willingness to consider our request for funds.

The Tacoma Art Museum respectfully requests \$15,000 from the Hotel/Motel tax resource, payable over three years, from the City of Gig Harbor for the new Museum. As you know, we are also seeking financial support from other municipalities and Pierce County for a total of \$350,000 - \$550,000. If participation is as we expect, a permanent, and visible, naming opportunity will honor the City of Gig Harbor and other municipalities, demonstrating to the voting public that their dollars support an institution that provides valuable, accessible arts programming for both adults and children. Support from the City of Gig Harbor will also leverage millions of dollars of private support. Of the \$25 million campaign, \$20 million or 80% will come from private individuals, foundations and businesses.

The new Museum is vital to the cultural identity of the greater Puget Sound region. The new building, which will double the space of the cramped and outmoded current facility, will serve 65,000 to 100,000 visitors each year. It will:

- Offer an inviting, publicly accessible space for community events and gatherings
- Provide a venue for world-class exhibitions within state-of-the-art, environmentally controlled, spacious, and secure galleries
- Offer flexible, attractive spaces so TAM's eleven educational programs for adults and children can grow
- Ensure environmentally-controlled, secure, well-designed, and physically accessible space for storage of expanded collections
- Include ample, secure parking for visitors to the Museum and to other nearby attractions.


The new Museum will benefit the residents of Gig Harbor in numerous ways. In addition to providing free admission days, the Museum's *Teacher Outreach* program will continue to serve Gig Harbor and Peninsula district students every year with intensive, high quality curriculum materials, art making workshops and gallery tours. Students from Gig Harbor High School, Hinderson Bay High School, Goodman Middle School, Mentor Creek Elementary and Purdy Elementary have already visited TAM and worked with our education department. Whenever the Museum is open, our award-winning art making studio, ArtWORKS, is open. This visual

arts laboratory will be expanded in the new facility to include a student gallery, a video viewing area, and a reading corner. Workshops for families and people of all ages will take place here. The space will be stocked with high quality art making materials, and 70 volunteer education docents will ensure an enriching experience -for Gig Harbor residents and other visitors.

The new Tacoma Art Museum has become a major priority for the region and has won the endorsement of regional businesses, local foundations and community leaders. Over \$16.5 million has already been pledged. Local municipality support for the new Museum has come from Lakewood, Fife, and University Place.

To conclude, The Tacoma Art Museum is renowned for providing award-winning visual arts education and exceptional world-class exhibitions to Pierce County, and we need your support to fulfill our potential in a new, specially designed full-service art museum. Please do not hesitate to contact either of us for additional information. Thank you, in advance, for your consideration of our request.

Best regards,

  
Janeanne Upp  
Executive Director  
(253) 272-4258, ext. 3014

  
Connie Bacon  
Board of Trustees  
(253) 584-1433

Enclosures: Project Summary Sheet  
Project Budget  
Executive Summary of Business Plan

**Project Budget**

The capital campaign budget includes all costs related to building a new, free-standing facility for the Tacoma Art Museum. In addition, it includes approximately \$5 million in endowment funds in order to play a significant role in sustaining the Museum's programs and core operations in the new facility. Funds raised to date are undesignated, with the exception of endowment pledges of \$250,000.

**EXPENSES**

Land Acquisition	0*
Construction ( <i>including general landscaping</i> )	\$10,592,736
Construction Contingency (5%)	\$517,125
Owner's Design Contingency (5%)	\$517,125
Sales Tax	\$932,894
Permits and Fees	\$99,050
Fixtures, Furnishings and Equipment	\$517,125
Exhibit Design	\$500,000
Architecture, Engineering and Design Fees	\$1,921,119
Project Financing ( <i>8.5% interest plus fees on \$10 million for five years</i> )	\$1,128,874
Project Administration/Management	\$610,116
Fund-raising/Marketing	\$1,000,942
Artwork @ 1% for Public Art	\$103,425
Escalation ( <i>5% annually to midpoint of construction (3/2000)</i> )	\$1,292,813
Transition Expenses	\$216,656
Relocation Costs	\$50,000
<b>Project Total</b>	<b>\$20,000,000</b>
Fund-raising for Endowment	\$250,236
<u>Endowment</u>	<u>\$4,749,764</u>
<b>Total Expenses</b>	<b>\$25,000,000</b>

\* pending final negotiations with City of Tacoma

**REVENUE**

Public Sector	\$5,000,000
Corporations	\$2,500,000
Foundations	\$4,000,000
Individuals	\$11,000,000
<u>Board</u>	<u>\$2,500,000</u>
<b>Total Revenues</b>	<b>\$25,000,000</b>

TACOMA



MUSEUM

you make it move.

### THE NEW BUILDING

The Tacoma Art Museum is engaged in a capital campaign to build a new, free-standing 50,000 square foot facility that will more than double its present size. Spacious, flexible and environmentally controlled galleries will allow the Museum to bring more major traveling exhibitions to Tacoma, display its outstanding permanent collection, and broaden its educational programs. With expanded meeting space and catering facilities, the Museum will open its doors wide to the community and create an atmosphere of vitality and energy.

### LOCATION

The new Museum will be located on Pacific Avenue and 16th Street, just north of Union Station and the Federal Courthouse, complementing the Washington State History Museum, University of Washington, Tacoma, and the forthcoming International Glass Museum.

### ARCHITECT

Antoine Predock of Albuquerque and Los Angeles was selected after an international search involving applicants from the U.S., Europe and Asia.

### EXHIBITIONS

The Museum currently attracts 50,000 - 80,000 people each year. The exhibition *Catalan Masters of the 20th Century* drew 68,000 people in only 10 weeks and underscored the need for expanded facilities.

### COLLECTIONS

The Museum desperately needs more space to exhibit its actively growing collections. New state of the art galleries will be devoted to art from the Northwest, and highlight the Museum's strong collections of European Impressionism, Japanese woodblock prints, American graphic art, and Dale Chihuly glass.

### PROGRAMS

The Tacoma Art Museum serves over 20,000 students, adults and seniors from seven counties each year in ten programs. These award-winning programs include *Art After School*, a link with the Tacoma Public Schools and Tacoma Boys and Girls Clubs, the innovative *Art on Saturdays*, which serves foster children and their caregivers, and *Imagine Art*, an annual public art project involving at-risk youth. In the new building, the Museum's interactive art making gallery, *ArtWORKS*, will be more immediately accessible to visitors of all ages.

### THE CAMPAIGN

The Museum is conducting a \$25 million campaign: \$20 million is devoted to the building, and \$5 million will augment the Museum's endowment fund to support the increased operating expenses of a new facility. More than 200 community, business, and government leaders have joined together to support the Building Campaign. The campaign is led by: Jim Griffin, vice-chair of the Washington State Convention Center; Wendy Griffin, a respected arts leader and seasoned fundraiser; Carolyn Ibbotson-Woodard, a family therapist and an accomplished fundraiser for the Pacific Northwest Ballet; and Ron Woodard, a well-known executive.

### TIMELINE

Groundbreaking for the new Museum is scheduled for 2000, with the opening to the public in 2003.

## Executive Summary

### Tacoma Art Museum: Business Plan

Increasingly aware that its current 22,000 square foot facility could no longer adequately support the Museum's activities, TAM retained a team of consultants to plan for its future and develop a scenario for an expanded facility: Lord Cultural Resources (Toronto) for program planning; Walter Schacht Architects and Olson Sundberg Architects (Seattle) for space planning and site evaluation; and Pacific Rim Resources (Seattle) for development and analysis of public surveys, opinion polls and community focus groups. The extensive work by this consulting team has laid the groundwork for the Museum's planned move in 2001.

The Museum's programming plans drive its facility needs. Conservative financial projections are the hallmark of the Museum's five year business plan. The plan indicates that the Museum will operate with a modest surplus in three of the first five years. It also projects the required staffing and revenues to accomplish expanded programming to meet the community's insistent demands on TAM:

- Exhibitions:** TAM intends to present "blockbuster" exhibitions, such as the highly-acclaimed *Catalan Masters of the 20th Century*, in alternate years. Increased marketing and educational programming will contribute to increased attendance and income. These major exhibitions will be coordinated with area cultural institutions.
- Education:** A larger facility will enable TAM to increase its public programming. Interactive programs for all ages will be planned. Some will be fee-based; others will be free. All members of the community will be encouraged to participate. TAM's popular and award-winning educational programs, targeted for particular audiences such as at-risk youth, seniors, and teachers will be continued and expanded. To fulfill TAM's goal of operating a "people friendly" museum, a corps of volunteer education docents will be available for tours and to answer questions.
- Collections:** The highly-respected curatorial staff will expand in order to deepen expertise in American Art and Design, as well as Asian Art. The library and resource center will be available for visitors to conduct research.
- Attendance:** After carefully analyzing census projections, current TAM audiences, projections of area cultural institutions, and national trends, TAM anticipates attendance ranging from 65,000 to 140,000 a year. The variations take into account a changing exhibition schedule. Based on current attendance, these projections are very conservative, which bodes well for TAM to successfully manage its budget in the new facility.
- Concessions:** A cafe and museum store will create an atmosphere of vitality and energy while also generating revenues for TAM. Expanded meeting space and a catering kitchen will enable TAM to earn revenues by renting its new facility for community events and private receptions and parties.



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MOLLY TOWSLEE, CITY CLERK** *mt*  
**SUBJECT: RENEWAL OF COPIER MAINTENANCE AGREEMENT**  
**DATE: SEPTEMBER 22, 1999**

**INFORMATION/BACKGROUND**

Attached is a copy of the Supply/Service Contract for the four Minolta copiers. The rate remains the same as last year, .0115 per copy with a 20,000 copy minimum (per month). This rate includes toner.

**RECOMMENDATION**

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





# SUPPLY/SERVICE CONTRACT

RETURN THIS ENTIRE CONTRACT AND PAYMENT TO:  
**MINOLTA BUSINESS SYSTEMS, INC.**

Attention Brandie Amo  
Address 670 Industry Dr  
City/State/Zip Bellevue WA 98158

Account Number 7201421

**BILL TO:**  
Company City of Gig Harbor  
Attention M. Kelly  
Address 3105 Hudson St.  
City/State/Zip Gig Harbor WA 98335  
Phone (253) 851-8136  
Commencement Meter \_\_\_\_\_  
Model ↓ Serial # ↓  
Comments See Attached

**SHIP TO:**  
Company Same  
Attention \_\_\_\_\_  
Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Phone \_\_\_\_\_  
Commencement Date 9/5/99  
M/A Meter Expiration \_\_\_\_\_

### TERMS AND CONDITIONS

### AMOUNT DUE

CHECK ONE:

- ANNUAL CONTRACT for a period of one year or \_\_\_\_\_ copies, whichever comes first.
- ANNUAL CONTRACT billed monthly, for a period of one year, based upon minimum monthly volume of 20,000 copies (not less than 10,000) at a charge of ~~0123~~ 0115 per copy.

Subtotal \$ 230.00  
 Sales Tax 8.6% 19.78  
 Total Due \$ 249.78

This contract includes all labor, supplies (based upon published yields) as specified below, parts, and photoconductor (drum); excludes paper and staples.

Two bottles/cartridges of black toner Two bottles of black starter.

Comments: Full Service & Supply  
Renewal.

S/R _____
S.O. # _____

by \_\_\_\_\_ DATE \_\_\_\_\_ by \_\_\_\_\_ DATE \_\_\_\_\_  
CUSTOMER SIGNATURE MBS CREDIT MANAGER

Title \_\_\_\_\_ by \_\_\_\_\_ DATE \_\_\_\_\_  
MBS SERVICE MANAGER

When this Agreement is signed by the Customer and the Branch Service Manager, it shall constitute a binding Agreement.  
 See Reverse Side for Additional Terms and Conditions.



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: WES HILL, P.E., PUBLIC WORKS DIRECTOR** WH  
**SUBJECT: POINT FOSDICK DRIVE CONSULTANT SERVICES CONTRACT -**  
**AMENDMENT NO. 1**  
**DATE: SEPTEMBER 21, 1999**

#### **INTRODUCTION/BACKGROUND**

The Point Fosdick Drive Improvement Project, Phase 2, will provide for a five-lane section extending south from the five-lane section completed in 1997 to south of 44<sup>th</sup> Street (Harbor Country Lane). On January 18, 1999, the Transportation Improvement Board (TIB) authorized an approximate 75% matching grant (UATA program) for the design phase. On January 11, 1999 Council authorized a Consultant Services Contract with Skillings-Connolly, Inc., for survey services for the Point Fosdick Drive Improvement and Harborview Drive Street End Viewpoint projects. On April 12, 1999 Council authorized a separate Consultant Services Contract with Skillings-Connolly, Inc., for design; preparation of plans, specifications, estimates, environmental documents, and permit applications; construction support services; and related work for the Point Fosdick Drive Improvement Project. Plans and specifications are now approximately 95% complete. The project will be advertised for bids in 2000.

During the course of right-of-way negotiations, it was discovered that there are inconsistencies in plat monuments that were relied on as a basis for the survey and subsequent design work performed for this project. Additional consultant survey services are needed to resolve the inconsistencies and modify the plans as necessary. Staff has negotiated a contract amendment with Skillings-Connolly, Inc., to perform additional surveying to resolve the monument discrepancies, and revise the project design accordingly.

Council approval is being requested to execute a contract amendment to the engineering services contract with Skillings-Connolly, Inc., for the additional survey and engineering services, including additional contract time.

#### **FISCAL CONSIDERATIONS**

The Consultant Services Contracts with Skillings-Connolly, Inc., for survey and engineering services were in the amounts of \$23,078.75 (\$9,886 for Point Fosdick Drive), and \$56,595.73, respectively. Amendment No. 1 for the additional survey and engineering services is in the amount of \$2,500 for a total not to exceed amount of \$59,095.73. The TIB UATA grant will reimburse 74.7% of the City's design costs. Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 1 to the Consultant Services Contract for engineering and related services between the City of Gig Harbor and Skillings-Connolly, Inc., for the Point Fosdick Drive Improvement Project in the not-to-exceed

**MAYOR WILBERT AND CITY COUNCIL**

**September 21, 1999**

**Page 2**

amount of two thousand five hundred dollars and no cents (\$2,500.00), and amending the time for contract completion.

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
SKILLINGS-CONNOLLY, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated \_\_\_\_\_, 1999, 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 5016 Lacey Boulevard S.E., Lacey, Washington 98503 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the Point Fosdick Drive Improvement Project and desired that the Consultant perform engineering and survey services; and

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement of April 12, 1999 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of two thousand five hundred dollars and no cents (\$2,500.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Amendment to Duration of Work.** Section IV of the Agreement is amended to require the Consultant to begin on the tasks described in Exhibit A immediately upon execution of this Amendment. The parties agree that the work described in Exhibit A is to be completed by December 31; 2000; provided however, that additional time shall be granted by the City for excusable delays or extra work.

**Section 4. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

THE CITY OF Gig Harbor

By: [Signature]  
As Principal  
Vice President

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

Notices to be sent to:

CONSULTANT  
Skillings-Connolly, Inc.  
Attn:  
5016 Lacey Boulevard S.E.  
Lacey, Washington 98503

Wes Hill, 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

**AMENDMENT NO. 1  
EXHIBIT A  
SURVEYING SERVICES SCOPE OF WORK**

The work to be completed under this AMENDMENT NO. 1 is the surveying services as described below, for the design of Point Fosdick Drive, Project No. CSP 9806, located in Gig Harbor, Washington.

**SURVEY**

TASK 105: The CONSULTANT shall perform a detailed study to resolve the discrepancies in the location of the right-of-way as shown on various surveys and plats along Point Fosdick Drive from 48<sup>th</sup> Street NW to Briarwood Lane NW.

A field survey will be performed to locate sufficient additional monuments in this area. These additional monuments will enable an analysis of the location of the record and prescriptive rights-of-way.

A detailed drawing will be prepared and sealed by a Licensed Land Surveyor. The right-of-way determined by this survey will be incorporated into the engineering design plans currently being prepared. The specific details of the content, format and standards of the deliverables are described in the original scope for this contract. The CONSULTANT shall submit all deliverable items under this supplemental agreement to the CITY on or before October 30, 1999.

**EXHIBIT A-1**  
**TASK SCHEDULE/COST ESTIMATE**

PROJECT NAME: Point Fosdick Drive NW Improvement Project		PRINCIPAL	R-O-W NEGOTIATOR	PROJ. ENGINEER/MGR.	ENGINEER	TECHNICIAN	INSPECTOR	PROF. SURVEYOR	2 MAN SURVEY CREW	3 MAN SURVEY CREW	CLERICAL
TASK #	TASK DESCRIPTION										
<b>100</b>	<b>PRELIMINARY STUDIES</b>										
101	Soils Investigation										
102	Collect Data										
103	Clear Zone Inventory										
104	Sensitive Areas										
105	Base Maps					14		8	8		
<b>110</b>	<b>PRELIMINARY DESIGN</b>										
111	Channelization										
112	Earthwork										
113	Drainage Design										
114	Street Lighting										
115	50% Review w/ City										
116	Pavement Design										
<b>130</b>	<b>PLAN PRODUCTION</b>										
131	Draft Plan Sheets (19 ea.)										
132	Environmental Document										
133	Landscape Design										
134	90% Review w/ City										
<b>140</b>	<b>FINAL PS&amp;E</b>										
141	Revisions to Plans										
142	Traffic Control Plan										
143	Permit Assistance										
144	Calculate final Plan Quantities										
145	Bid Packet										
146	Engineers Estimate										
<b>150</b>	<b>PROJECT MANAGEMENT</b>										
151	Quality Assurance and Control										
152	Billing and Accounting										
<b>160</b>	<b>CONSTRUCTION SERVICES</b>										
161	Const. Contract Administration										
162	Construction Engineering										
	<b>HOURS PER DISCIPLINE</b>	0	0	0	0	14	0	8	8	0	0

**SKILLINGS-CONNOLLY, INC.**  
CONSULTING ENGINEERS

12:46 PM 9/22/99

EXHIBIT A-2

**CONSULTANT FEE DETERMINATION -- SUMMARY SHEET**

PROJECT NAME:

POINT FOSDICK DRIVE CSP 9806

<b>DIRECT SALARY COST (DSC):</b>						
Classification	Man Hours	X	Rate	=	Cost	
PRINCIPAL	0	X	\$44.54	=	\$0.00	
R-O-W NEGOTIATOR	0	X	\$25.72	=	\$0.00	
PROJ. ENGINEER/MGR.	0	X	\$34.00	=	\$0.00	
ENGINEER	0	X	\$25.17	=	\$0.00	
TECHNICIAN	14	X	\$20.14	=	\$281.89	
INSPECTOR	0	X	\$30.00	=	\$0.00	
PROF. SURVEYOR	8	X	\$30.00	=	\$240.00	
2 MAN SURVEY CREW	8	X	\$36.67	=	\$293.33	
3 MAN SURVEY CREW	0	X	\$55.00	=	\$0.00	
CLERICAL	0	X	\$14.00	=	\$0.00	
<b>Total Hours =</b>	<b>30</b>				<b>Total Cost =</b>	<b>\$815</b>
<b>OVERHEAD Including Salary Additives (OH):</b>						
OH Rate X DSC	159.00%	X	\$815.22	=	\$1,296	
<b>FIXED FEE (FF):</b>						
FF Rate X (DSC+OH)	15%	X	\$2,111.43	=	\$317	
<b>REIMBURSABLES:</b>						
MILEAGE @	70	X	0.31	=	\$21.70	
MISC. EXPENSE					\$50.00	
			<b>SUB TOTAL</b>		<b>\$72</b>	
<b>SUBCONSULTANT COST (See Exhibit G):</b>						
GEOTECHNICAL @	0.00	X	1.15	=	\$0.00	
Landscape Architect	0.00	X	1.10	=	\$0.00	
SUBCONSULTANTS @	0.00	X	1.10	=	\$0.00	
SUBCONSULTANTS @	0.00	X	1.10	=	\$0.00	
			<b>SUB TOTAL</b>		<b>\$0</b>	
<b>MANAGEMENT RESERVE FUND</b>						
SUB TOTAL	\$2,499.84	X	0%	=	\$0.00	
<b>GRAND TOTAL</b>				<b>=</b>	<b>\$2,500</b>	
<b>PREPARED BY:</b>	_____			<b>DATE:</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: KAY TRUITT**  
**DATE: SEPTEMBER 27, 1999**  
**SUBJECT: AGREEMENT FOR ON-LINE ACCESS G.I.S., PIERCE COUNTY**

#### **INFORMATION/BACKGROUND**

The proposed Agreement is for On-line Access to County Information Systems. This is a re-visitation on the issues surrounding council G.I.S. concerns to include additional information into cost alternatives, user requests, requirements and processes, and additional consultative advice to alternative solutions and strategies.

#### **POLICY CONSIDERATION**

The agreement is a Pierce County standard agreement and is required to utilize Pierce County Wide Area Network resources. The contract has been reviewed, rewritten and refused by Pierce County. Agreement has been reached with Pierce County for a modification of the exhibits attached to the contract, which tends to further clarify liability issues. Legal Counsel is concerned with Pierce County's refusal to change its basic standard (boiler plate) contract. Twenty agencies have signed and accepted Pierce County's basic standard contract to date. The standard contract is such that it covers a broad spectrum of on-line access to Pierce County to include, but not limited to the following types of informational access: internet, financial, confidential, personnel, political and email. The contract refers to all types of informational access and not solely G.I.S. Our security access will be limited to G.I.S.

#### **FISCAL CONSIDERATIONS**

The terms consist of a portion of the budgeted amount, initially \$15,000, with the remaining balance of \$5,000 incurred as we add on-site equipment, users, security, software and training at Gig Harbor.

#### **RECOMMENDATION**

Administrative staff recommends that Council motion to sign the Agreement for On-line Access to Pierce County G.I.S. Legal Counsel will express several reservations about the contract.

**PIERCE COUNTY  
COMMUNITY INFORMATION/NETWORK SERVICES AGREEMENT #9475  
FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS**

City of Gig Harbor, hereinafter called **Requestor**, and Pierce County, hereinafter called **County**, agree as set forth in this Agreement, including:

(Agreement), pp. 1 to 5,  
Attachment 1(Definitions), pp. 6,  
Exhibit A (Scope of Services), pp. A1 to A2,  
Exhibit B (Security Access Agreement), pp. B1,  
Exhibit C (Disclaimers), pp. C1, and  
Exhibit D (any Special Provisions), pp. D1.

copies of which are attached hereto and incorporated herein by this reference as fully as if set forth herein.

The term of this Agreement shall commence on the \_\_\_ day of \_\_\_\_\_, 19 99, and shall, unless terminated or renewed elsewhere in the Agreement, terminate on the \_\_\_ day of \_\_\_\_\_.

This Agreement will be binding upon the **Requestor**, officers, agents and employees. The person(s) executing this Agreement on behalf of the **Requestor** are fully authorized to sign this Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_ day of \_\_\_\_\_, 19 \_\_\_.

**REQUESTOR:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Signatory

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

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Contact  
Name: \_\_\_\_\_

Contact  
Phone: \_\_\_\_\_

Contact  
FAX: \_\_\_\_\_

**PIERCE COUNTY:**

**Recommended:**

\_\_\_\_\_  
Department Director  
Date

\_\_\_\_\_  
Prosecuting Attorney (as to form only)  
Date

\_\_\_\_\_  
Budget and Finance  
Date

**Approved:**

\_\_\_\_\_  
Executive Director (if applicable)  
Date

or

\_\_\_\_\_  
County Executive (if over \$50,000)      Date

## AGREEMENT FOR ON-LINE ACCESS TO COUNTY INFORMATION SYSTEMS

The terms of this Agreement will remain in full force and effect for a five (5) year period ending on \_\_\_\_\_, subject to thirty (30) days written notice of termination by either party to the other.

The parties, in consideration of the terms and conditions described below, agree as follows:

### SCOPE OF SERVICE

- 1) The **County** agrees to provide the services described in Exhibit A (referred to as Service) according to the terms of this agreement. **Requestor** agrees to provide access to and use of the Service and all other resources necessary to use the Service under this agreement.

### FEE FOR SERVICE

- 2) **Requestor** agrees to pay for the services in accordance with the rates or charges set forth in Exhibit A. The **County** will notify the **Requestor**, in writing, of annual service rates during the first quarter of each year. New rates will be effective on April 1 of each year. The **County** will bill the **Requestor** quarterly with terms of net cash, payable within thirty (30) days after the statement date. **Requestor** shall pay all applicable taxes related to use of the Service by **Requestor**. Non-payment for Services shall result in the termination of the Services.

### CONDITIONS OF USE

- 3) The **City** represents and agrees that the **City's** use of the **County's** information and data systems will not be used for commercial purposes contrary to the requirements of **RCW 42.17.260(9)** and **WAC 390-13-010**.
- 4) **Requestor** agrees not to use the Service nor any of its elements or related facilities or capabilities to conduct any business or activity, or solicit the performance of any activity, which is prohibited by or would violate any applicable law, rule, regulation or legal obligation.
- 5) The parties agree that should **Requestor** use this Service in a manner contrary to the terms of this Agreement, **Requestor** will be ineligible to receive any similar information in the future and **Requestor** will be subject to all applicable civil and criminal penalties.

- 6) **The Requestor, its officers and employees, will:**
- a) Maintain the confidentiality of County information.
  - b) Comply with **Pierce County Data Dissemination Disclaimer** (Appendix C) and refrain from releasing or providing Pierce County data to other entities (secondary data dissemination). Since this County Policy is based on RCW(s) and ordinances, changes are made annually and will be provided at the same time as the annual service rates (as stated in Section 2).
  - c) Maintain the proprietary nature of Pierce County software or data systems used by the **Requestor** under the terms of this Agreement.

These conditions shall be met except upon the prior written consent of the steward County department and the Pierce County Prosecuting Attorney, or an order entered by a court after having acquired jurisdiction over the **County**.

- 7) **Requestor** will immediately give to the **County** notice of any judicial proceeding seeking disclosure of **County** information by contacting the Pierce County Prosecuting Attorney's Office.
- 8) **Requestor agrees** not to upload, post or otherwise publish on or over the Service, and not seek on or over the Service, any software, file, information, communication or other content:
- a) which violates or infringes upon the rights of any other;
  - b) which, under the circumstances and in **County's** good faith judgment, is, or is likely to be perceived by an intended recipient or target as, defamatory, deceptive, misleading, abusive, profane, offensive or inappropriate;
  - c) which constitutes a threat to, harassment of, or stalking of another;
  - d) which adversely affects the performance or availability of the Service or County resources;
  - e) which contains any virus, worm, cancelbot, harmful component or corrupted data; or
  - f) which, without the approval of the **County**, contains any advertising, promotion or solicitation of goods or services for commercial purposes.
- 9) Subject to the terms of this Agreement, the **County** grants to **Requestor** and authorized users a personal, non-exclusive, nonassignable and nontransferable license to use and display the software (referred to as Software) provided by or on behalf of **County** for purposes of accessing the Service

on any machine(s) of which **Requestor** is the primary user or which **Requestor** is authorized for use. Unauthorized copying of the Software, including software that has been modified, merged or included with the Software, or the associated written materials is prohibited. **Requestor** may not sublicense, assign or transfer this license or the Software except as permitted by **County**.

#### LIABILITY

- 10) The information supplied by the **County** pursuant to this Agreement is provided on an "as is basis" and "with all faults" and **Requestor** will have no remedy at law or equity against the **County** in the event information provided to the **Requestor** is inaccurate, incomplete or otherwise defective in any way.
- 11) The **Requestor** agrees to hold the **County**, its appointed and elective officers and employees, harmless from any and all claims, liability, fines, judgements, settlements and penalties, including attorney fees and costs, made by any person as a result of making such information available to **Requestor** for **Requestors'** use.

#### SYSTEM OPERATIONS

- 12) The **County** retains the right to modify current systems at its discretion. The **County** will make no systems modifications on **Requestors'** behalf unless specifically detailed in Exhibit A. The **Requestor** is responsible for ascertaining the impact of changes on their business.
- 13) **Requestor** agrees that each and every person given the right to access **County** information will use a unique user name assigned by Pierce County Information Services staff. Each user will sign the most current system and security agreement(s) (Exhibit B) and return to Pierce County Information Services with written request for security access.
- 14) **Requestor** understands that priority is assigned to regular **County** work which may require a reasonable delay in responding to **Requestors'** requirements from time to time. The **County** shall not be held liable for service interruptions.
- 15) **Requestor** is to provide and maintain all required computer equipment and telephone service necessary to connect to the **County** data and systems in the manner authorized by the **County**.
- 16) **Requestor** is to ensure that all equipment and software used to access the Pierce County systems

defined in Exhibit A, will be compatible with existing **County** configurations.

- 17) **Requestor** agrees to keep the **County** informed of any network connectivity between them and other organizations.
- 18) **Requestor** understands and agrees that on-line access will be available only between the hours of 8:00 a.m. and 5:00 p.m. Pacific time, Monday through Friday, exclusive of legal holidays observed by the **County**. Limited on-line access may be available outside of these hours. The **County** shall not be held liable if the system/network is off-line and not accessible.

#### **CONTACTS**

- 19) The **County** will provide a list of contacts to administer the Services provided under this agreement.
- 20) **Requestor** will provide the names of two (2) of their employees who will be the primary contacts with Pierce County staff. Requests for new users, user modifications or user assistance will come from these contacts. A method of verification will be provided to these employees to use when identifying themselves to Pierce County.
- 21) **Requestor** is to contact the **County** and request deletion of a staff's user name within 24 hours following notice of termination of their employment with the **Requestor**.

#### **SPECIAL PROVISIONS**

- 22) Special provisions are listed in Exhibit D.

## ATTACHMENT 1

### Definitions

1. Service  
Service or Services is defined as this contract between the Requestor and the County to provide the work products described in Exhibit A, Scope of Work.
2. Annual Service Rates  
The fees and charges for the Service(s) from the County that will be reviewed and adjusted yearly as described in Exhibit A, Scope of Services.
3. Commercial Purposes  
The commercial use of the County data is prohibited per RCW 42.17.260(9). This statute says that the County systems and data may not be used to produce lists of names or contact individuals for commercial use or purpose.
4. Steward Departments  
One, or in some cases multiple, County departments are designated as the steward of each particular named computer system and its corresponding set of information media (data files, databases, screens, views, reports, menus, and query access). As such, steward departments have the authority to determine data access methods, the dissemination mechanism and secondary data dissemination rules (primary data dissemination rules are specified in a separate County policy statement) for any request to access such systems and information media. In order to execute this authority, steward departments are responsible for the maintenance of security, accuracy, and integrity of the computer systems and information media.

## Exhibit A - On-Line Services from Pierce County

<b>Requestor:</b> City of Gig Harbor	<b>Contract #:</b> 9475	<b>Calendar Year Rates Shown:</b> 1999
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<b>System Name:</b>	CountyView - Pierce County's desktop GIS system
<b>Description of System:</b>	CountyView allows users to access all available GIS data in Pierce County. The system provides users with the ability to display themes of data, perform search and locate, query associated tabular data, perform spatial analysis, and utilize customized County GIS functionality.
<b>Steward:</b>	Information Services Department / GIS Division

Services		Charges	
<b>Use of the CountyView Application</b>	CountyView has been in production for 3.5 years at Pierce County. The software has been customized and optimized for County business functions and includes data management for over 250 themes of data, owner notify application, census query application, locate function, annotation function, road atlas application and customized quick map product generation. Contact Art Seeley at 253 798-3688 for information regarding digital ortho extension.	Information Services charges: CountyView Application	0
<b>GIS Hardware</b>	To directly connect to Pierce County's CountyView, the agency will share the use of a Unix server with other agencies. The server can handle approximately 20 concurrent ArcView users. The server will be equipped with the necessary software licenses and for each agency <u>2 gigabytes of disk storage will be reserved</u> for data and projects. The cost of this server is directly paid by the agencies using the system.	Portion of leased server (HW and SW)** There are no fees for upgrades. When the server needs to be upgraded fees will be reassessed	\$5,500.00
<b>CountyView StartUp Services</b>	StartUp services includes: <ul style="list-style-type: none"> <li>• Training and materials for 0-8 staff on CountyView Lite (4 hr. class) Staff must be familiar with a Windows environment</li> <li>• Analyst assistance (3 hours) to enter Agency data themes into CountyView</li> <li>• Meta data assistance (2 hours) to learn how to prepare data dictionary information</li> <li>• A management presentation on the use and benefit of GIS.</li> </ul> Startup services do not impact monthly support.	Information Services charges: 500 \$/startup	\$ 500.00
<b>CountyView Agency Support</b>	Analyst assistance for 20 hours per month on GIS project implementations and use of CountyView. Projects can include: <ul style="list-style-type: none"> <li>- on-call phone support and trouble shooting</li> <li>- advanced training on software functionality</li> <li>- database design and data development (conversion) procedures</li> </ul>	50,000/10 Dedicated support staff (20 hrs per mo)	\$ 5,000.00





## Exhibit A - On-Line Services from Pierce County

<b>Requestor:</b>	Gig Harbor, City Of	<b>Contract #:</b>	9475	<b>Calendar Year Rates Shown:</b>	1999
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<b>System Name:</b>	Pierce County Wide Area Network
<b>Description of System:</b>	The computing infrastructure of Pierce County. Connecting to this via secure, approved methods will allow access to systems where steward approval has been obtained.
<b>Steward:</b>	Information Services Department

Services		Charges	
<b>One-time setup:</b>	<p>Information Services will set up accounts with passwords for a list of users provided by the Requestor for each system included in this Exhibit A.</p> <p>Included in the one-time router setup fee is up to 4 hours of initial configuration consultation to discuss your hookup options and to review your proposed connectivity equipment order. Information Services time spent connecting your telecommunications line at our router end and any associated troubleshooting will be charged at our hourly personnel rate in 15 minute increments.</p>	<b>Information Services charges:</b>	<p>1) User account setup is included as part of monthly user fees (see on-going charges).</p> <p>2) \$2,500 per router port for LAN connection to Pierce County router (Requestor pays for all equipment needed up to router port).</p>
<b>Ongoing Charges:</b>	<p>The Wide Area Network monthly charge is a utilization fee charged to all users on the network that pays for resources necessary to maintain and enhance the network.</p> <p>Information Services will set up accounts with passwords for any new users for each system included in this Exhibit A.</p> <p>Help Desk level one connectivity phone support.</p> <p>Direct services specifically outlined in this exhibit A are:</p> <ul style="list-style-type: none"> <li>• Configuration and connectivity assistance.</li> </ul>	<b>Information Services charges:</b>	<p>1) Wide Area Network charge of \$7.50 per user per month<sup>1</sup>. Help Desk level one connectivity phone support and account setup/deletion are all included in this monthly charge.</p> <p>2) Direct services outlined in this contract will be charged at our personnel rate of \$60 per hour<sup>2</sup></p> <p>3) \$500 annual maintenance per router port connection to Pierce County router (prorated first year).</p>
<b>Other:</b>	Communications Links:	Requestor agrees to pay all installation and monthly telecommunications charges for any lines used to access Pierce County.	

Security:

Remote Access Authorization: Requestor agrees to buy remote authentication keyfob for each user accessing Pierce County (Pierce County will bill approximately \$75 for each keyfob unit, which lasts 4 years, provided to a user).

Encryption: Requestor agrees to purchase and use any encryption software required by Pierce County to access specific systems. If necessary, requestor agrees to upgrade operating systems on PCs needing the encryption software in order to comply with encryption software requirements.

<sup>1</sup> Monthly rate to be used will be the Monthly User Fee for external Pierce County users which changes each calendar year. 1999 is \$7.50.

<sup>2</sup> Hourly rate to be used will be the Information Services personnel hourly rate which changes each calendar year. 1999 is \$60.

Access by the Requestor to the above system at the calendar year rates shown is approved by:

\_\_\_\_\_  
Pierce County Information Services Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pierce County PC and Network Services Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Requestor

\_\_\_\_\_  
Date



## EXHIBIT C

### DISCLAIMERS TO and WARRANTY BY USERS of PIERCE COUNTY GIS DATA

#### 1. Limitations

Requestor seeks access to the data described in "Attachment A". The County makes no warranty, express or implied, concerning the data's content, accuracy, currency or completeness, or concerning the results to be obtained from queries or use of the data. **ALL DATA IS EXPRESSLY PROVIDED "AS IS" AND "WITH ALL FAULTS"**. The County makes no warranty of fitness for a particular purpose, and no representation as to the quality of any data. Users of data are responsible for ensuring the accuracy, currency and other qualities of all products (including maps, reports, displays and analysis) produced from or in connection with Pierce County's data. No employee or agent of Pierce County is authorized to waive or modify this paragraph. If a user informs others that a product is based upon Pierce County's data, the County specifically requests and directs that the user also disclose the limitations contained in this paragraph and in paragraph 4.

#### 2. Data Interpretation

Pierce County data is developed and maintained solely for County business functions, and use or interpretation of data by the Requestor or others is the solely their responsibility. The County does not provide data interpretation services.

#### 3. Spatial Accuracy

Map data can be plotted or represented at various scales other than the original source of the data. The Requestor is responsible for adhering to industry standard mapping practices which specify that data utilized in a map or analysis, separately or in combination with other data, will be produced at the largest scale common to all data sets. For example: if the zoning data scale is 1"=200' and the city boundary data set is 1"=2000', the data sets should be used at a scale of 1"=2000' or smaller.

#### 4. No County Liability

Each party shall not be liable to the other (or transferees or vendees of either party) for damages of any kind, including lost profits, lost savings or any other incidental or consequential damages relating to the providing of the data or the use of it. Each party shall have no remedy at law or equity against the other in case the data provided is inaccurate, incomplete or otherwise defective in any way.

#### 5. Requestor's Warranty Against Commercial Use of Lists

RCW 42.17.260(9) prohibits the release of lists of individuals requested for commercial purposes, and Requestor expressly represents that no such use of any such list will be made by Requestor or its transferee(s) or vendee(s). "Commercial purposes" means contacting or in some way personally affecting the individuals identified on the list with the purpose of facilitating one's commercial activities.

#### 6. Project Data

Requestors are encouraged to supply their project data back to the County for use by the County.

Firm: \_\_\_\_\_ Authorized Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT D**  
**SPECIAL PROVISIONS**

**I. Additional Definitions**

“Data” is defined as information of an electronic or digital format as in diskettes, electronic file attachments, Zip disks, file transfer protocol (FTP), CD’s, R/W disks, and any electronic medium such as digital tape.

“Document” is defined as hard copy work product information from the service, including, but not limited to letters, words, pictures, symbols, maps, or any combination thereof. “Document” does not include any “Data” as defined above.

**II. Explanation of “Conditions of Use,” Section 6 and Appendix C**

“Secondary data dissemination” does not include the City’s disclosure of documents printed from the service. The City agrees to immediately notify the County as provided in Section 6 of the Agreement and Appendix C thereto, when the City receives a request for the County’s data. If the City transmits such a request to the County, the County agrees to respond within the deadline in RCW 42.17.320. The City shall not be required to defend the County’s refusal to disclose any data.

If the City receives a request for a document(s) printed from the service, the City shall make a decision whether such document(s) is exempt from disclosure and process the request accordingly. The County need not be contacted in those instances where a request is made for a document(s) only.



## C. EXEMPLARY SYSTEM

**Why is this system exemplary? Explain in the context of the category you chose.**

Pierce County's *CountyView* is an exemplary corporate system because it takes a simple concept, getting data to the user, and provides access to data that has been developed over years of conversion. It is a countywide application that serves a wide range of users from the most scientific to the general public - even to children! It is flexible and easily implemented in new county departments as well as being a truly regional system concept for any agency to productively use GIS technology.

*CountyView's* uniquely original, easy-to-user interface enables any County department to access over 150 GIS themes from a pull-down menu system. The system accesses over 13 gigabytes of GIS information from seven county production databases and includes regional and locally generated data. This data is logically presented to the user in *CountyView* and with only four hours of training non-technical staff can productively create maps and analysis!

***"The GIS system has really taken off this year and is a star-quality achievement for the County".***

Patrick Kenney  
Executive Director of Administration  
State of the County article in the  
News Tribune 12/31/97

In addition to the data, *CountyView* provides commonly used GIS functions and applications that have been customized for local government business operations. *CountyView* combines commercial off-the-shelf GIS functionality with Pierce County developed applications such as *Locate*, *Owner Notify*, *Census Query*, *Annotation*, *Meta Data*, and *Data-Driven* applications. Departments have had good success using *CountyView*. This has opened up the opportunity to utilize this public investment in data and technology and provide regional access to *CountyView* for cities, agencies and utility companies.

Another reason *CountyView* is an exemplary system is its ability to support diverse GIS users and to continually add new users without system re-design. As more users are added to the system, the project accomplishments grow and include performing property sales ratio appraisals, recovering vehicle taxes, completing land use analyses to address legislative questions, managing county infrastructure, tracking drainage complaints, producing a new road atlas and transportation plans, and completing projects that were not previously possible. With this simple system to solve the complex problems, the County has realized significant benefits in time savings, cost savings, improved product quality, and, most importantly, better customer service.



Pierce County has been able to implement this fully operational GIS application by encouraging active user involvement during the development process and by promoting a progressive vision for sharing data as a resource. The primary management and user objective has always been the sharing of data between departments. Not only are greater benefits realized with this approach, but also good working relationships, smooth daily operations and integrated technology sharing are possible. The qualities that have made *CountyView* a success within County government are the same qualities that are moving it to regional use. The growth of *CountyView* to a regional level will enable citizens and agencies in Pierce County more opportunities to work together and share information.

In closing, *CountyView* is an exemplary system because it combines a large, integrated database with unique technology to allow use of diverse data. It takes critical information from many departments and melds it into one easy-accessed application. It is user-friendly and tailored to meet each department's needs.

*"Thank you for a great briefing on CountyView. Your system appears to be much more user friendly. Great Work! As a Pierce County citizen I appreciate it!"*

Eric Holdeman  
King County Emergency Management  
Seattle, WA





## D. SYSTEM DESIGN

### D.1. Describe the motivation behind the system. Why was it developed?

Like many eight-year-old Geographic Information System (GIS) projects, Pierce County had invested many millions of dollars in data conversion, hardware, software and consulting services. As the parcel data conversion was nearing completion there was pressure by management to "see" the results of the dollars spent.

At that time, only staff actively using GIS software or building the GIS database knew where the data resided and how to use it. Continuing with only a dozen users producing map products from the new GIS database would not justify the large investment in this information infrastructure. The question of how to maximize GIS use in the County and achieve anticipated benefits from the technology needed an answer. Ideas to build individualized applications or projects for each county department was not realistic, as this would be time consuming, costly, limit the number of departments served and potentially start political battles of who would first get GIS. This dilemma is a very common situation in many governments and agencies.

Pierce County has successfully met this challenge by developing a simple to use, corporate-wide, desktop GIS that provides data access, analysis, and map production for both the casual and experienced GIS user. This system is called *CountyView*.

The first release of *CountyView* provided easy access to Pierce County's 100 GIS data themes. This created enthusiasm for on-line maps and information and significantly increased the number of County staff using GIS. Having more users produced needs and requirements for new system functionality, which once developed, increased *CountyView's* usefulness. Advanced functionality generated the need for new specialized *CountyView* applications and extensions. In this manner, *CountyView's* development and productive use is a synergy, defined by the comments of over 150 enterprising *CountyView* users. The system now exceeds 150 GIS data themes as users create new data sets and projects. This momentum continues to improve *CountyView* and, most importantly, realizes new benefits for Pierce County by expanding GIS use and knowledge.

**E. ORGANIZATION IMPACT****F.1. Define the system's uses. What user community does the system serve?**

*CountyView* was developed to support all County departments with GIS data and functionality. Currently, the system serves sixteen County departments and will soon be expanded to serve non-County agencies and jurisdictions.

- **County Organizations**

Currently, *CountyView* is used by the following county organizations:

- County Council: Council members and their staff use *CountyView* to prepare public presentations or analyze citizen's complaints. A recent example was an analysis of firearm shooting areas around residential neighborhoods.
- County Executive: The County Executive and staff have used *CountyView* to evaluate pending legislation or address county management questions. An example was an analysis of County-owned properties, greater than 5 acres, that could potentially be exchanged with a school district to settle a long-standing land dispute.
- Land & Operations: This group is comprised of Planning and Land Services (PALS) and Public Works and Utilities (PW&U) and many of the largest *CountyView* projects have been completed by these groups. PALS has analyzed potential zoning changes, viewed permit characteristics via QuickView and daily produces maps and public displays with *CountyView*. Public Works & Utilities has used the *CountyView* Route System to reallocate road shop boundaries based on road maintenance levels, evaluate water shed boundaries (Surface Water Management) and analyze and plan flood recovery. Transportation Planning has recently prepare a publicly available non-motorized transportation plan.
- Assessor/Treasurer: One of the largest data sets is the Assessor's parcel database. The department uses *CountyView* to evaluate sales ratios, provide information for front counter personnel and prepare the ever-needed parcel maps.
- County Auditor: The Auditor is responsible for elections and recording. *CountyView* has been used to prepare Candidate Campaign Walking Maps that show the registered voters along each street. *CountyView* is also used



to prepare legislative, council, and precinct standard map products as well as election statistics mapped by legislative district.

- Parks and Recreation: The department has used *CountyView* to produce Tour de Pierce bike route maps and custom maps for grant applications. On one project to map all the parks in the county, the users discovered that the County and a jurisdiction claimed responsibility for the same park.
- Sheriff: new extensions for the Sheriff's crime analysis section has been prototyped and includes viewing crimes by type, time of day, and day of week. For stolen vehicle analysis, the *CountyView* extension also automatically draws lines between where the vehicle was stolen and where it was recovered. The crime mapping will enable detectives to analyze patterns to stop crimes. This has already proven useful in analyzing mailbox thefts, a string of car break-ins, and neighborhood juvenile problems.
- Criminal Justice Departments: The Prosecuting Attorney's Office and Department of Assigned Council have been using *CountyView* to prepare maps for criminal cases. The maps show crime scene event locations and the locations of juvenile offenders within school districts.
- Budget and Finance: Budget and Finance has the *CountyView* application with the greatest dollar return. The vehicle tax revenue department maps the location of tax payees and recovers taxes that were paid in error to cities, instead of the County. In two years the County has recovered over \$600,000. *CountyView* is also used to assess impact of proposed incorporations on County tax revenues.
- Facilities Management: This department uses *CountyView* to evaluate County properties and potential property purchases. *CountyView* is used to produce maps of all County facilities and route contracted mail carriers.
- Personnel: Personnel has used *CountyView*'s census query application to evaluate County minority hiring opportunities and plan outreach programs to minority communities.
- Emergency Management: Emergency management uses *CountyView* to map and analyze potential hazard events such as volcanic eruptions, floods, earthquakes and groundwater pollution.
- Information Services: With *CountyView*, Information Services has mapped proposed telecommunications (cable) locations. This map was



used to negotiate with the many new cable companies and franchises and to formulate County cable infrastructure policy.

There are many citizen and non-County agency requests and uses for *CountyView*. The County Executive stresses the need for regional systems and *CountyView* can meet this goal as the following services are provided:

- **Public Data Requests**

By using *CountyView*, public data requests for digital GIS data are easily completed. Themes for exact geographic area and meta data are copied to a CD, by one person in approximately 1-2 hours, depending on the size of the data request. Without *CountyView*, public data requests would require at least two to three times the effort. Easily providing data to consultants, developers and agencies speeds projects and lowers public costs.

- **Regional On-line Access**

Cities, fire districts, utility companies and government agencies have requested on-line access to *CountyView* and the County's GIS database. Currently the Pierce County Health Department has on-line access to *CountyView* and uses it regularly to map public health issues and permit compliance. Cities and utility companies have also requested this on-line access which will be provided in a secure manner through an applications server. For these users, a special data menu loading form has been developed to allow quick implementation of their data into *CountyView menu systems*. *CountyView* on-line access contracts are being negotiated with cities.

- **Outside Pierce County Use**

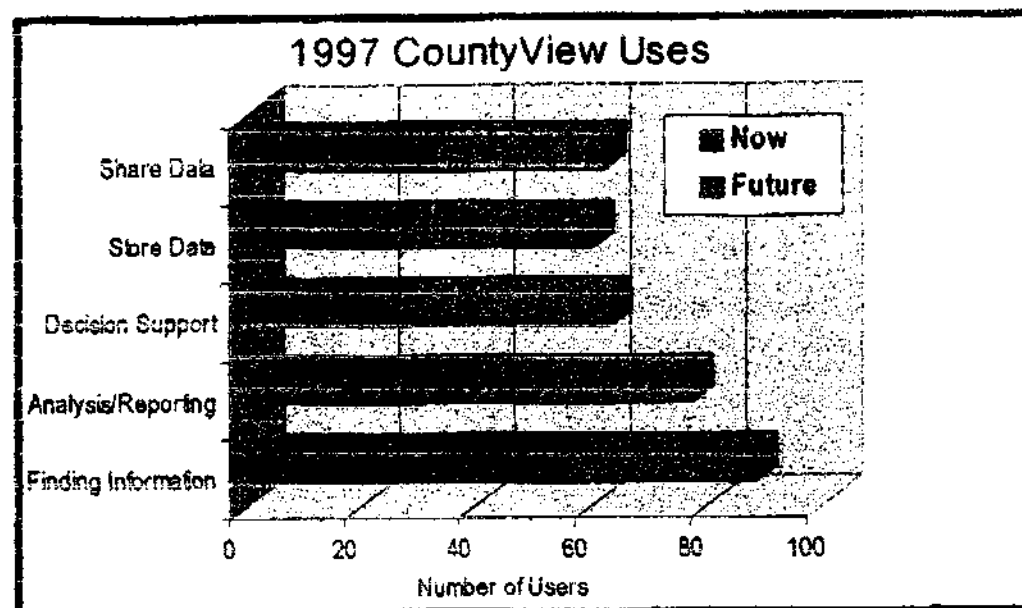
Several Counties asked if Pierce County would consider selling *CountyView*. The only customization would be developing the data menus, which should take a minimal amount of time. Currently, Pierce County has not determined how to respond to these requests.

**F.2 How is the System Used Within the Organization? What are the ultimate decisions/operations being affected? Provide examples, including: screen input/output forms; output products, or other descriptive graphics.**

*CountyView* is used for decision making on many issues from legislative initiatives to infrastructure management and serves the operational needs a diverse user community. The best ways to explain how the system is used is to describe the



categories of job operations performed with the system. Many departments perform the same operations but use different data sets. The GIS Survey that was completed in December 1997 documented the current and future levels of use for several *CountyView* operations (Figure 13).



CountyView Use Survey – Figure 13

A description of these operations, survey results and samples follows:

- **Finding and Retrieving Information**

The primary objective for *CountyView* is to give users an easy method of finding information with the *Locate* function and to retrieve over 150 themes of information with a menu click (sample screen). This operation is performed in every County department and the 1997 survey results show *CountyView* is primarily used, today, for finding and retrieving information and this will continue in the future.

- **Analyzing and Reporting Information**

The development of the parcel database has given the County an unlimited ability to view and understand tabular property information and analyze the data spatially. The Executive's Office and Council have used *CountyView* to evaluate land swaps with other jurisdictions. Public Works uses it to evaluate property damage during flood events, and Planning and Land Services uses it for important land use studies. The following are two of the many examples of analysis and reporting projects:



- **Flooding:** Pierce County was declared a federal disaster area after the 1996 floods. The magnitude of the flooding was equivalent to two 500 year floods within two days, but the rainfall alone could not produce this event. Staff quantified the snow melt as well as the rain and produced an analysis of the effective rainfall for each watershed (Figure 14). This analysis revealed that snow melt was the major contributing factor and county levee systems did not fail due to poor maintenance. The map was used to present and explain the flood event and its impacts to the public and to the Federal Emergency Agency. Also, *CountyView* was used to map the mud slides and road closures.
- **Urban Growth Area Analysis:** The Pierce County Planning Commission requested maps showing the lands that could be redeveloped within the Urban Growth Area. The Commission was considering proposed amendments, which would require an increase in the size of the Urban Area. Their request was to analyze how much vacant, undeveloped or natural resource land is currently available for development. The maps were prepared and the resulting analysis clearly showed that there is sufficient land within the Growth Area to accommodate anticipated development without expanding costly infrastructure to new portions of the County. The resulting map from this analysis is shown in Figure 14.
- **Decision Support and Presentations**

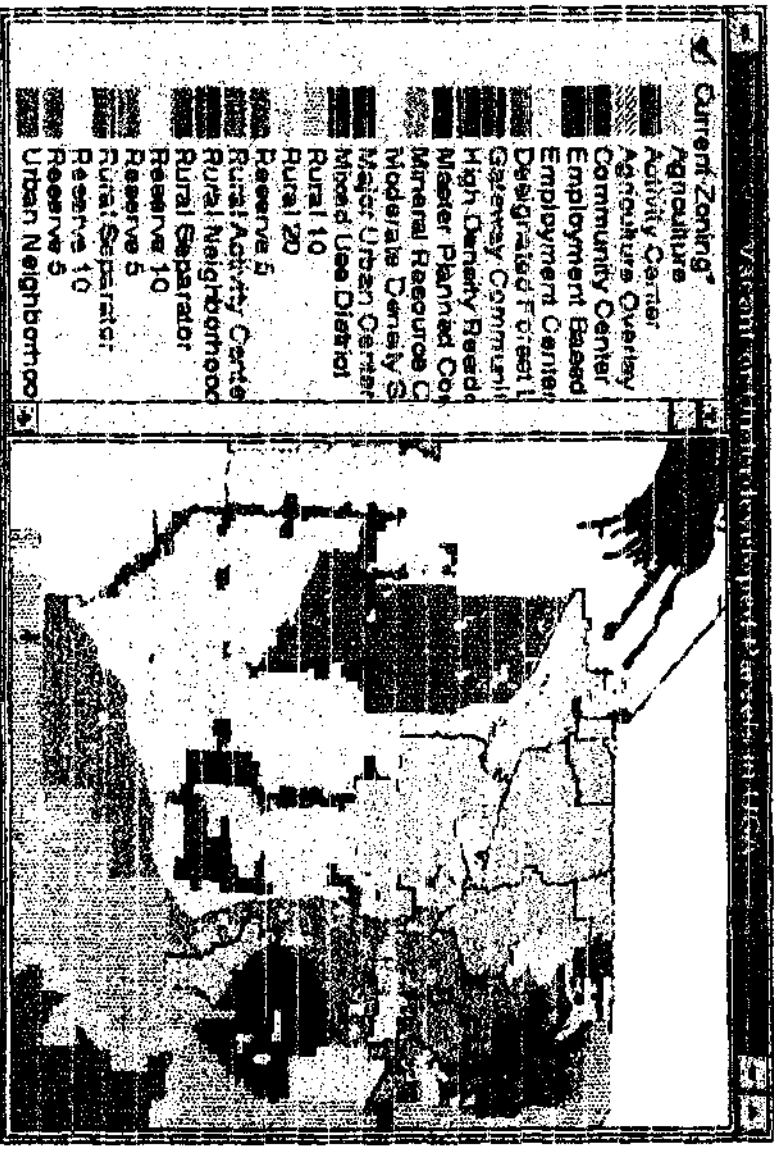
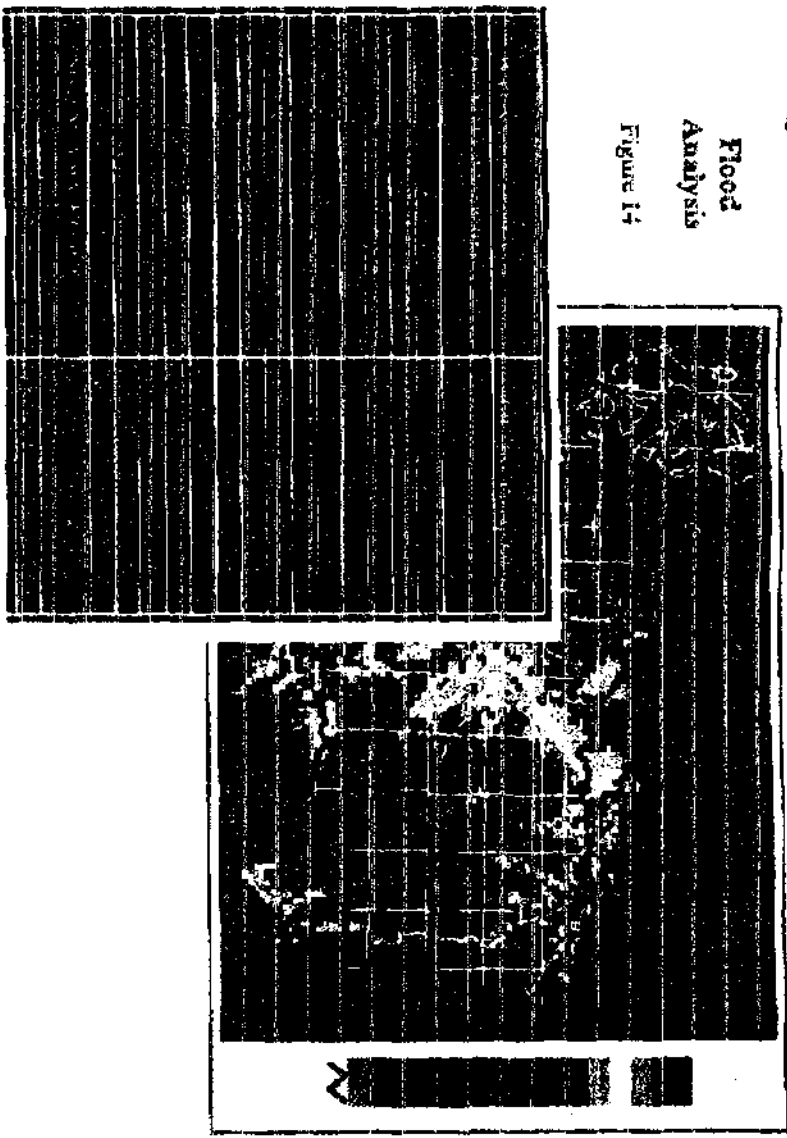
*CountyView* is not just for the daily GIS user. Elected officials, Directors, and senior management all use *CountyView* for decision support and public presentations. The following are three of the many examples of *CountyView* being used for decision support:
- **Graham Rural Activity Center:** The Pierce County Planning Commission requested a map showing the existing land uses around the Graham Rural Activity Center. The Commission was considering several proposed amendments to the Activity Center, which would increase the Center size and change the rural designation to urban. The resulting map and analysis provided the Planning Commission members with the ability to evaluate current and surrounding land uses around the Rural Activity Center. The presentation maps allows he Commissioners to visualize the land and neighboring uses, the plan was rejected as not appropriate at this time. A map of this analysis is shown in Figure 15.

# CountyView

URISA 1995 ESIG Competition

## Flood Analysis

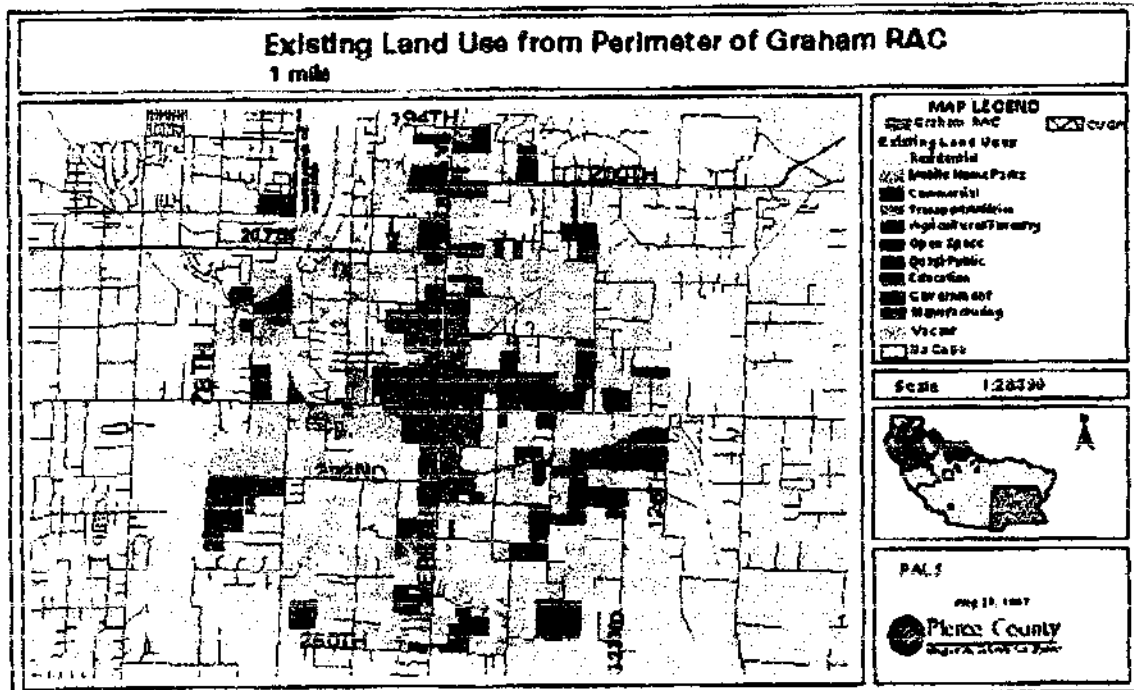
Figure 14



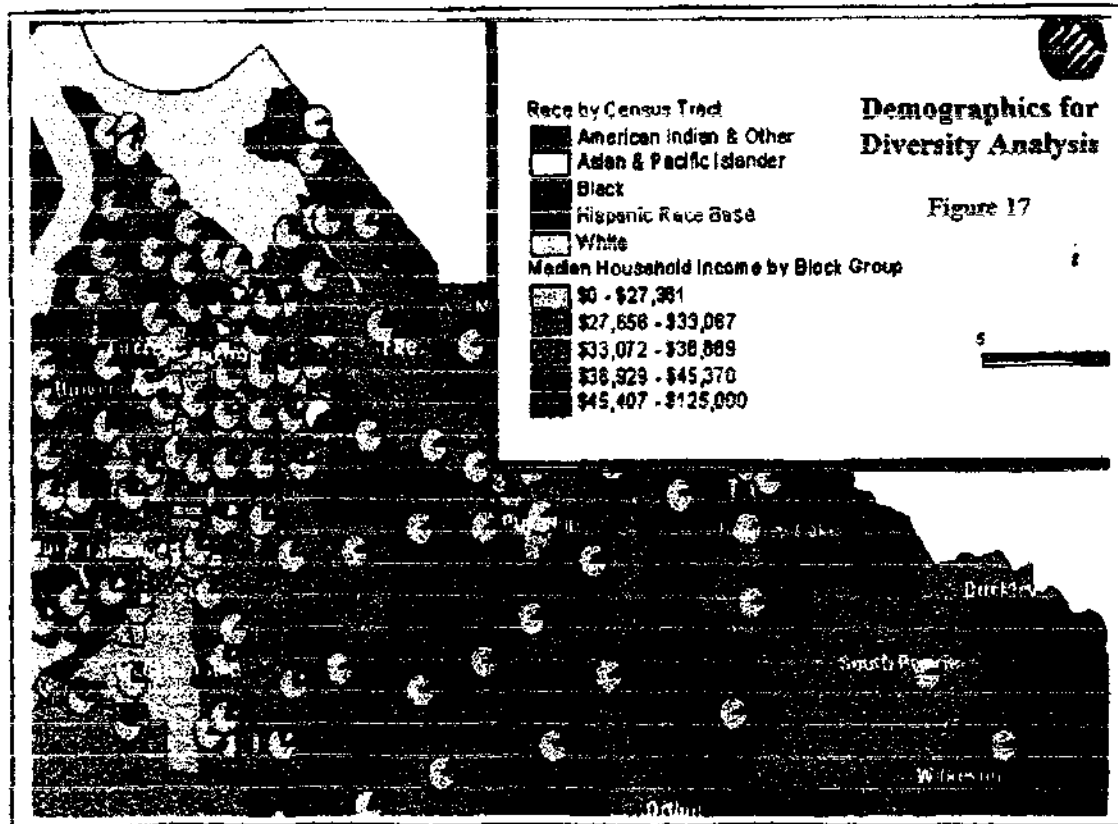
Urban Growth Area Analysis - Figure 15



URISA 1998 ESIG Competition



Graham Rural Activity Center Analysis- Figure 16







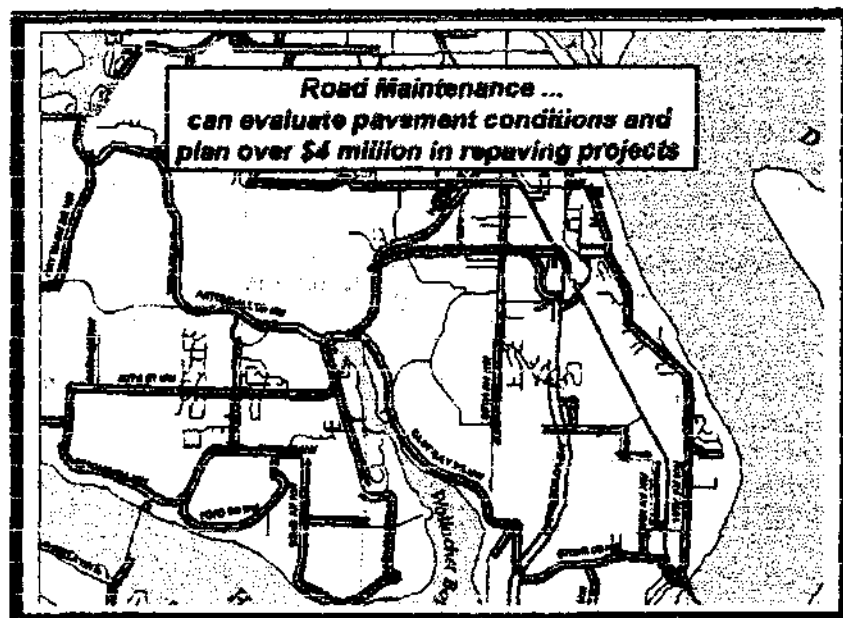
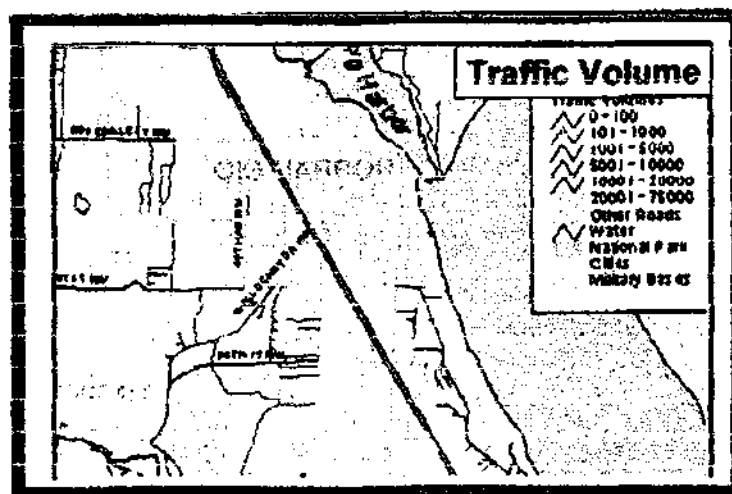
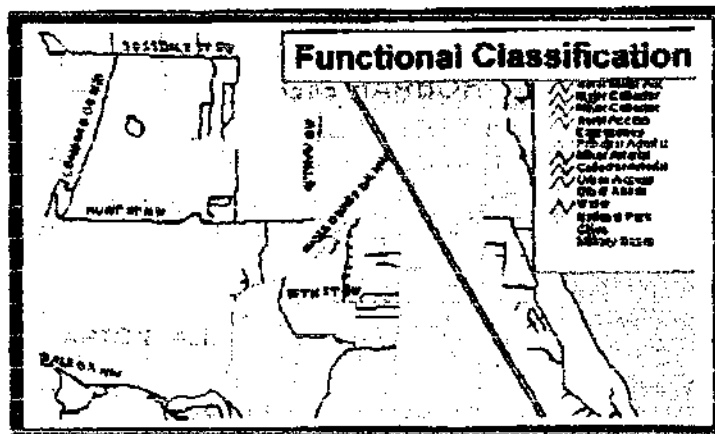
- **Diversity in Hiring Practices:** The county has an active program to recruit and hire minorities. Success in hiring minorities is related to how well the ethnic community learns of the county opportunities. To assist Personnel with targeting areas of the community for job postings, *CountyView* was used to prepare a map showing the ethnic breakdown by census block group. (Figure 17). This map enabled Personnel staff to post positions by locating concentrations of ethnic groups and identifying community centers.
  
- **Road Maintenance Planning:** The County's budget for road resurfacing is approximately four million dollars per year. Previously, staff would color code maps by hand to depict pavement ratings and to assess where resurfacing should be performed. Once the pavement management system was integrated with *CountyView*, the staff produced maps of the current condition as well as past years' ratings (Figure 18). Mapping traffic volumes with pavement conditions allows engineers to assess the most deteriorating road locations and plan an economical paving program based on proximity and location of the work.
  
- **Sharing Information with Other Departments**

Another major objective for *CountyView* is to facilitate data sharing between departments. This reduces the amount of redundant data and duplicate staff functions and it improves data quality. Additionally, users can link their own databases via a Sybase connection in *CountyView*, thus making GIS an index to their information. Data sharing is achieved when all departments contribute their data to *CountyView* and view all available data from this one system.

This is most notable with the street center line/address file. At one time there were over 26 different center line/address data files in the County. Now there is one street centerline file that is created in the Assessor/Treasurer's office as plats are added to the system. It is passed to PALS for addressing and then passed to Public Works for route building. If the departments did not realize the benefits of having one common source of data that is readily available, this would not be possible..

- **Storing Information**

Data is easy to access in *CountyView*. The system was created to store GIS data from the major conversion efforts, but additional geographic data sets have been added to *CountyView* because it is a good repository for information. Infrequently used maps such as wind speed, frost depth and snow load have been converted to digital format and are stored in *CountyView*, so the PALS Building Department can evaluate certain development permits easily.



Road Maintenance Planning - Figure 18



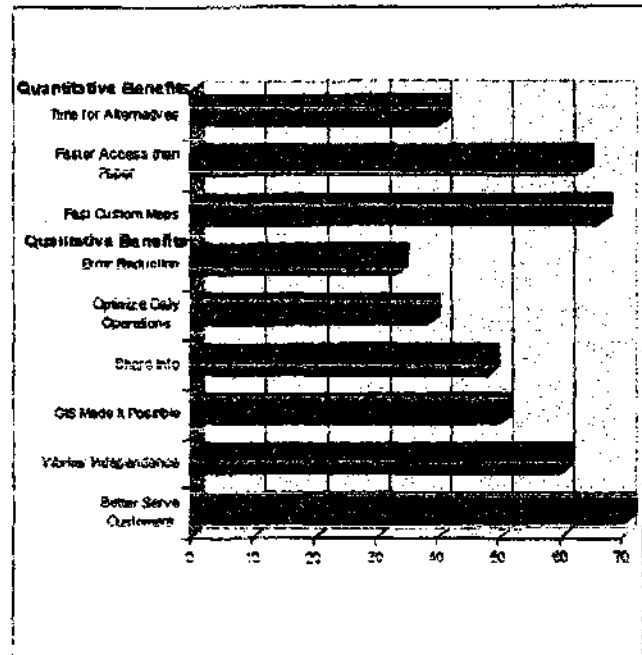
- **Map Production**

"The greatest benefit from *CountyView* is the ability to present mapping information to the Planning Commission, the Council and other individuals in a manner that is easy to understand. There is no substitution for information presented in a visual manner on attractive, colorful maps to get your point across", quote from the 1997 GIS Survey of *CountyView* users. Map production is so quick and easy with *CountyView* that custom mapping is routine. In *CountyView* there are standard map templates from 8.5x11 to E-size. *CountyView* map production tools have been used to produce a new County road atlas (samples are shown on pages 16-20), wall size street maps for fire districts, maps for criminal trials, public information maps (example enclosed of the non-motorized transportation map) and displays for industry conferences.

A few examples of the daily uses for *CountyView* are the following: finding and retrieving information; analyzing and reporting information; decision support and presentations; sharing information with other departments; storing information; and map production. The monthly GIS Bulletin (located in Tab 4) documents many more projects that were quickly completed with *CountyView*. The amazing variety of projects continues to grow as more users rely on the system.

**F.3. Describe the Quantitative and Qualitative Impacts of the System.**

Increasing productivity is the Number One benefit of *CountyView*! All the quantitative and qualitative benefits to Pierce County contribute to productivity gains in every department. The 1997 GIS Survey measures several benefits but the most meaningful measurements are the comments from the users. The bar graph shows the ways users are benefiting from *CountyView*.





- **Quantitative Benefits**

*CountyView's* quantitative benefits or impacts are the following:

- Time Benefits

- Over 150 data GIS data themes are used in departments across the County for quick data retrieval, analysis, reports and map production. Compared to paper map systems, this has meant faster access to information.
- The ease of producing maps has made faster production of custom map products the Number Two benefit from the system.
- User Comments from the 1997 survey:
  - "Visual analysis is now capable in a short time compared to the old manual ways that could take days"; "I can now prepare maps for appendices to my wetland reports that used to be done by hand over several days. Also I can identify potential impacts for State Environmental Policy Act Checklists";
  - "The greatest benefit to me has been the ability to provide information in graphical format, combined with tabular data which previously would have been very time/labor intensive";
  - "I am impressed at how much detail and amount of data can be retrieved from the *CountyView* when the need arises"; "I can analyze multiple layers of information and produce varied views/maps with different assumptions. *CountyView* allows for testing assumptions". In the 1997 GIS Survey quantifying benefits, 40 GIS users reported that by using *CountyView* there was more time available for analysis of alternatives and scenarios.
- Servicing public data requests with *CountyView*, saves the public time on source document preparation for projects.

- Dollar Benefits

- Budget and Finance *CountyView* use has recovered over \$600,000 of misappropriated vehicle taxes due to errors in the State's location codes.
- Fast and accurate calculations of storm water run-off assessments for roads enabled Public Works to invoice the State for over \$1,000,000.



- **Qualitative Benefits**

There are many productivity gains that can be measured from a qualitative perspective. The 1997 GIS survey measured the number of users realizing the following benefits:

- The Number One qualitative benefit has been better service to the citizens of Pierce County!
- Many users formerly relied on other staff for their mapping needs. An important new benefit is worker independence, which is achieved when *CountyView* users can produce their own maps and products.
- Sharing information with other departments allows all departments to improve their analysis and mapping and also makes it possible to optimize daily operations and work processes.
- With many staff members using the same data for different operations, data errors are uncovered and corrected by each department. Sharing error identification and reduction is a tremendous benefit because one department could not complete this important task alone.
- User Comments from the 1997 Survey:
  - "*CountyView* is much quicker than doing mapping by hand, more accurate too";
  - "Using the system is improving the reliability of information produced";
  - "I just started using *CountyView* and the parcel information and mapping abilities have greatly enhanced our ability to inform property owners of impending projects";
  - "*CountyView* provides greater efficiency in data evaluation and accuracy";
  - "Easy access to maps/with meta data, identification of property owners - multiple themes for environmental education projects to share with students, adult volunteers, professional looking maps for presentations";
  - "*CountyView* allows custom mapping using inter-department info";

The qualitative benefits and impacts to the County have been huge. When staff use *CountyView* data quality, map quality, customer service, data sharing, are improved and more independent workers and flexible work processes have been gained. In the 1997 GIS Survey regarding benefits, 50 GIS users reported that *CountyView* made their project possible!



*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*  
**SUBJECT: SECOND READING OF ORDINANCE - ACCEPTING A DONATION  
FROM NORTHWEST SNOWBOARDS, INC. FOR THE SKATEBOARD  
PARK**  
**DATE: SEPTEMBER 14, 1999**

**BACKGROUND**

Northwest snowboards, Inc. has donated \$500.00 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.

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

**RECOMMENDATION**

Staff recommends adoption of the ordinance.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, ACCEPTING A DONATION OF FIVE  
HUNDRED DOLLARS AND ZERO CENTS (\$500.00) FROM  
NORTHWEST SNOWBOARDS, INC. 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 a check in the amount of Five Hundred Dollars and Zero Cents (\$500.00) from Northwest Snowboards, Inc., 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 Five Hundred Dollars and Zero Cents (\$500.00) donation from Northwest Snowboards, Inc.

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED: 9  
EFFECTIVE DATE:



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

On \_\_\_\_\_, \_\_\_\_\_ 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 FIVE  
HUNDRED DOLLARS AND ZERO CENTS (\$500.00) FROM  
NORTHWEST SNOWBOARDS, INC. AS A CONTRIBUTION  
FOR THE CONSTRUCTION OF THE SKATEBOARD PARK**

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK



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

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

August 18, 1999

Mr. and Mrs. Joe Cummins  
Northwest Snowboards  
6745 Kimball Drive  
Gig Harbor, WA 98335

Dear Mr. and Mrs. Cummins:

The City of Gig Harbor wishes to thank you for the gracious monetary donation of \$500.00 to benefit the completion of the Skateboard Park in Gig Harbor.

Your generous donation of time and treasures will help to bring the skateboard park to completion.

The City Council will accept your donation formally at their meeting on Monday, September 13th. We hope you can attend the meeting. Thank you once again for your community vision and generosity.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

c: City Councilmembers



*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*  
**SUBJECT: SECOND READING OF ORDINANCE - REDUCING BINGO AND RAFFLES  
TAX FROM 10 TO 5 PERCENT OF GROSS RECEIPTS**  
**DATE: SEPTEMBER 14, 1999**

#### **INTRODUCTION**

This is the 2nd reading of an ordinance reducing the amount of tax the city imposes on bingo and raffles from 10 to 5 per cent of the gross receipts.

#### **BACKGROUND**

The Washington State Legislature reduced the maximum amount of tax that a city can impose on bingo and raffles from ten to five percent of the gross receipts. The City of Gig Harbor's code currently allows the City to impose a ten percent tax on the gross receipts from bingo and raffles, and, therefore, must be amended.

#### **FINANCIAL CONSIDERATIONS**

The City collected bingo tax in the amount of \$1,696 in 1998.

#### **RECOMMENDATION**

Staff recommends adoption of this ordinance.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GAMBLING TAXES, REDUCING THE AMOUNT OF TAX THE CITY IMPOSES ON BINGO AND RAFFLES FROM 10 TO 5 PER CENT OF THE GROSS RECEIPTS, IN ACCORDANCE WITH RECENT WASHINGTON STATE LEGISLATIVE AMENDMENTS; AMENDING SECTION 3.24.030 OF THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE OF JANUARY 1, 2000.

---

WHEREAS, the Washington State Legislature reduced the maximum amount of tax that a city can impose on bingo and raffles from ten to five percent of the gross receipts, to be effective on January 1, 2000 (RCW \_\_\_\_\_); and

WHEREAS, the City of Gig Harbor's code allows the City to impose a ten percent tax on the gross receipts from bingo and raffles; and

WHEREAS, the City's code must be amended to be consistent with State law; NOW, THEREFORE,

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

Section 1. Section 3.24.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**3.24.030 Tax levied on designated activities - Amount.**

There is hereby levied upon all persons, associations and organizations conducting or operating within the city any of the activities listed below a tax to be paid to the city of Gig Harbor, Washington, in the amount hereinafter specified:

- A. Bingo and raffles: Operators shall pay a tax in the amount equal to ~~10~~ 5 percent of the gross receipts from a bingo game or raffle, less the amount awarded as cash or merchandise prizes.

\* \* \*

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 the City Clerk shall ensure publication of an approved summary thereof consisting of the title. The change in the tax imposed by this Ordinance shall not be effective until January 1, 2000.

APPROVED:

---

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED

---

CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

---

CAROL A. MORRIS

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

**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 main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GAMBLING TAXES, REDUCING THE AMOUNT OF TAX THE CITY IMPOSES ON BINGO AND RAFFLES FROM 10 TO 5 PER CENT OF THE GROSS RECEIPTS, IN ACCORDANCE WITH RECENT WASHINGTON STATE LEGISLATIVE AMENDMENTS; AMENDING SECTION 3.24.030 OF THE GIG HARBOR MUNICIPAL CODE, AND SETTING AN EFFECTIVE DATE OF JANUARY 1, 2000.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 1999.

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CITY CLERK, MOLLY TOWSLEE



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**  
**SUBJECT: BLEVINS PROPERTY ACQUISITION**  
**DATE: SEPTEMBER 7, 1999**

*mlh*

**INFORMATION/BACKGROUND**

On May 24, 1999, the City Council authorized the acquisition process for the Blevins property - 6,098 square feet of undeveloped property at the foot of the Old Ferry Landing. As previously reported to Council, the market value (see attached appraisal information) and agreed price of acquiring the property has been established at \$36,588. Level I environmental site assessment (see attached Executive Summary), conducted by Nowicki and Associates, did not indicate potential sources of contamination and recommended no further environmental investigation at the current time.

**RECOMMENDATION**

Staff recommends a motion to approve the hazardous materials inspection. Further, staff recommends Council motion for approval of this contract as presented. Subsequent to approval, the agreement will enter escrow.

## PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made between the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington, 3105 Judson Street, Gig Harbor, WA 98335 (hereinafter the "Buyer"), and William C. Blevins Trust for Lisa Annemarie Blevins, 10445 Glenwood Drive SW, Tacoma, WA 98498 (hereinafter the "Seller"). Buyer agrees to purchase Seller's property on the following terms and conditions:

1. **Property.** The real property (hereinafter the "Property") that is the subject of this Agreement is commonly known as Blevins Property, Gig Harbor, Washington, 98335, parcel number 02-21-08 1 072, is located in Pierce County, State of Washington, and is legally described in the attached Exhibit A, which is by this reference incorporated herein. Offer is subject to Buyer's approval of the legal description below:

COM 662.06 FT S OF NW COR OF LOT 3 TH E 500 FT TO POB  
TH CONT E TO WLY LI OF OUTSIDE FERRY LANDING RD TH  
NWLY ALG SD WLY LI TO A PT N OF POB TH S TO POB SUBJ  
TO EASE

2. **Purchase Price.** The Purchase Price is Thirty Six Thousand, Five Hundred and Eighty-Eight Dollars (\$36,588.00), payable as all cash or check at closing.

3. **Contingencies.** This Agreement is contingent upon the occurrence of the following:

- A. City Council approval of all terms of this Agreement and purchase;
- B. Buyer's receipt of an appraisal of the Property which places a value on the Property within ten percent (10%) of the Purchase Price described in this Agreement; and
- C. City Council approval of a written hazardous materials inspection of the Property by a professional inspector of the Buyer's choice, as further described in Section 11 of this Agreement.

Unless otherwise provided herein, these contingencies shall be met at the Buyer's expense with the other party's cooperation. The Buyer shall select all engineers or consultants, as required.

4. **Waste Disposal Design.** This Agreement is not conditioned upon the Health Department approval of a design for an on-site waste disposal system.



5. **Assignment.** Neither party may assign their interest in this Agreement without the other party's prior written consent.

6. **Earnest Money.** Buyer agrees to place Five Hundred Dollars (\$500) in the form of check into escrow, and the Seller acknowledges receipt of same. Such earnest money shall be applied as a credit to Buyer at closing. Checks shall be deposited on mutual acceptance of this Agreement, which shall include the City Council's acceptance of this Agreement, as provided in Section 3 above.

7. **Seller's Property Disclosure.** Seller warrants that Seller is not aware of any material problems regarding the Property. Buyer is not relying on any representations of Seller or agents that are not set out in this Agreement or in Seller's Disclosure Statement, a copy of which is attached hereto and incorporated herein by this reference. Seller does not authorize agents to summarize the information in the Seller's Disclosure Statement for Buyer. Buyer's offer is not conditioned on Seller providing a completed Seller's Property Disclosure Form within three (3) business days of mutual acceptance of this Agreement.

8. **Representations and Disclaimers of Seller.**

A. Seller represents that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes or other such material(s) defined or regulated by State or Federal environmental laws or regulations, have been deposited on or introduced on, over or beneath the surface of the Property. To the best of Seller's knowledge, no hazardous substances, dangerous or toxic waste, or other material regulated by State or Federal laws or regulations have been lawfully or unlawfully deposited upon the Property, and the Property is free of such substances. The representations contained in this subsection shall survive closing.

B. Seller represents that to the best of Seller's knowledge, there are no conditions on the Property that violate any local, county, State or Federal laws, ordinances or regulations.

C. Seller will maintain the Property in present or better condition until the earlier of Closing or agreed possession. Seller will remove all of Seller's personal property, trash, debris, and all articles not agreed to be left at Closing.

D. There are no homeowner's fees applicable to the Property. There are no recorded covenants, conditions or restrictions applicable to the Property.

E. The road servicing the Property is a public road.

F. The Property is currently zoned residential.

G. Unless otherwise noted in this Agreement, Seller makes no representations as to boundaries/square footage of the Property. Seller makes no representations regarding the

location or the length of the boundary lines, or the square footage of the lot of any improvements located on the property.

9. **Timber Clause.** Neither party shall remove standing or fallen timber from the Property without the written consent of the other party prior to closing.

10. **Inspections.** Buyer's offer is contingent upon the Buyer's approval of a written hazardous materials inspection of the Property by a professional inspector of Buyer's choice. The inspection is to be ordered by the Buyer and completed at the Buyer's expense.

This contingency shall be deemed satisfied by the Buyer, unless the Buyer gives notice of disapproval of the inspection report to the Seller within fifteen (15) days after August 24, 1999. Notice of disapproval of the inspection report must identify the property conditions objected to by the Buyer. Seller shall thereafter have fifteen (15) days after Buyer's disapproval notice to give notice that Seller will correct the conditions identified in the Buyer's inspection report, which correction shall be accomplished prior to the Closing Date. If Seller is either unable or unwilling to correct the conditions identified in the Buyer's inspection report to which the Buyer has objected, this Agreement shall be terminated as between the Buyer and Seller.

11. **Title.**

A. Seller warrants that Seller has fee title to the Property, and that Seller has the right to sell the Property on the terms stated herein. Title to the Property is to be free of all encumbrances or defects, except those which the Buyer may determine in its sole discretion are consistent with the intended use of the Property.

B. Seller and Buyer authorize the Closing Agent to immediately apply for a preliminary commitment for a WLTA Standard Coverage from Commonwealth Title Company for Buyer's Policy of Title Insurance in the amount of (to be determined) Thousand Dollars (\$\_\_\_\_.00.00). Seller shall pay the cost of said Title Insurance Policy, which shall be delivered to the Buyer at least thirty (30) days before Closing.

C. Said preliminary commitment, and the policy to be issued, shall insure fee title to the Property free and clear of all liens, encumbrances or defects, and shall contain no exceptions other than those provided for in said standard form and the encumbrances or defects identified as acceptable to Buyer as provided herein. Encumbrances to be discharged by Seller shall be paid from Seller's funds at Closing. If the title cannot be made insurable as set forth above prior to the Closing Date, this Agreement shall be terminated as to the Buyer and Seller.

D. Conveyance of fee title shall be by statutory warranty deed.

8. **Closing/Termination Date.** Closing shall be within three (3) days after satisfaction or waiver of all contingencies and "subject to's", but not earlier than September 15, 1999; nor shall

closing be later than November 15, 1999; which shall be the termination date of this Agreement, except as otherwise provided herein. Closing shall be with the Commonwealth Title escrow company. Closing either earlier or later than the above dates shall be by written agreement of the parties. "Closing" shall mean the date on which all documents are executed and all required funds are deposited in escrow or available from Buyer's lender on recording.

9. **Closing Cost/Escrow Compliance.** Unless limited by law or modified by the terms of this Agreement, Buyer and Seller shall pay at Closing all customary and usual closing costs and fees, including but not limited to the following: Seller shall pay the excise tax, the cost of the owners' ALTA Standard Form of Title Insurance, any lender-required inspections, recording fees, and Seller's half-share of escrow; Buyer shall pay all other costs and fees associated with the financing, recording fees, and Buyer's half share of the escrow fees. Taxes for the current year, rents, interest, association and/or homeowner's fees, if any, shall be pro-rated as of the date of Closing. Buyer and Seller shall deposit, when notified and without delay, in escrow with the escrow agent all instruments, monies, and other documents reasonably required to complete the closing of the transaction in accordance with the terms of this Agreement. All water and other utility charges shall be paid and/or pro-rated during escrow.

10. **Possession.** Physical possession of the Property (and existing keys to locks) shall be delivered to Buyer on recording of the deed or real estate contract or Closing.

11. **Default/Termination.** In the event the Buyer fails, without legal excuse, to complete the purchase of the Property, the earnest money deposit made by the Buyer shall be forfeited as the sole and exclusive remedy available to the Seller for such failure. The parties agree that this provision is subject to RCW 64.04.005, and is enforceable only if the total earnest money deposit to be forfeited does not exceed five percent of the total purchase price.

12. **Attorneys' Fees and Costs.** In the event any action or proceeding is brought by the Seller or Buyer to compel compliance with, or for a breach of the terms and conditions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to, the reasonable attorneys' fees of the prevailing party.

13. **FIRPTA.** This sale may be subject to the withholding and reporting requirements of the Foreign Investment in Real Property Act (FIRPTA). Seller and Buyer agree to comply with FIRPTA, if applicable.

14. **Casualty/Loss.** If, prior to Closing, the Property or improvements on the Property are destroyed or materially damaged by fire or other casualty, Buyer may elect to terminate this Agreement and the earnest money shall be refunded to the Buyer.

15. **Computation of Time.** Unless specified otherwise herein, any periods of time referenced in this Agreement shall expire at 12:00 midnight (Pacific Time Zone) of the last calendar

day of the specified time period, and should the last day be Sunday, Saturday or a legal holiday as described in RCW 1.16.050, in which event the specified time period shall expire at 12:00 midnight (Pacific Time Zone) on the next business day. Any specified period of three (3) days or less shall include business days only.

16. **General Provisions:**

A. **Notices.** Unless otherwise specified in this Agreement, any notice required or given under the terms of this Agreement must be in writing. Receipt of any notice shall be defined as the earlier of three (3) business days following the postmark date, or the date the notice is received by the party to whom such notice is addressed. Notice shall be delivered to the parties at the following addresses:

City of Gig Harbor  
Attn: Mark Hoppen, Administrator  
3105 Judson Street  
Gig Harbor, WA 98335  
Fax: (253) 851-8563

William C. Blevins Trust for Lisa A. Blevins  
10445 Glenwood Drive SW  
Tacoma, WA 98498  
(253) 588-2662

B. **Faxes.** Faxed documents shall be considered the same as originals.

C. **Integration.** There are no verbal or other understandings which modify this Agreement. This Agreement constitutes the full understanding between the Buyer and Seller.

D. **Counterparts.** This Agreement may be signed in counterparts.

E. **Time is of the Essence.** Time is of the essence as to all terms and conditions of this Agreement.

F. **Venue/Applicable Law.** This Agreement shall be interpreted and construed according to the laws of the State of Washington; venue of any subsequent litigation shall be in Pierce County Superior Court.

G. **Survival.** Any terms which by their nature should survive the closing of the sale, shall survive the closing of the sale. These terms shall include all terms specifically identified as surviving the closing of the sale, including, but not limited to, Sections 5, 7, 8, 11, 12, 14, and 18.

17. **Addenda/Attachments.** At the time of Buyer's offer, the following exhibits are part of this Agreement: Exhibit A (property legal description) and Exhibit B, Seller's Disclosure Statement (referenced in Section 1 of this Agreement). Buyer and Seller may amend this Agreement by mutual written consent.

18. **Indemnification, Release and Covenant Not to Sue.** Seller agrees to indemnify, hold harmless and defend the Buyer, its elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorney's fees, which are caused by or arise out of any condition existing on the Property before Closing.

19. **Agreement to Purchase.** Buyer offers to purchase the Property on the above terms and conditions. Buyer hereby acknowledges receipt of a copy of this Agreement. Seller shall have until 5:00 p.m. on August 31, 1999 to accept this offer by delivering a signed copy to the City Clerk, City of Gig Harbor.

DATED this \_\_\_\_ day of \_\_\_\_\_, 1999.

BUYER

**THE CITY OF GIG HARBOR**

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

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 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: \_\_\_\_\_

20. **Seller's Acceptance.** Subject to Seller's counteroffer or modifications, if any, Seller agrees to sell the Property on the terms and conditions specified herein. Seller acknowledges receipt of a copy of this Purchase and Sale Agreement, signed by both parties.

DATED this 10<sup>th</sup> day of September, 1999.

**SELLER:**

William C Blevins Trust  
By Rae Nicole Blevins, Trustee  
Its Rae Nicole Blevins

By Lisa A. Bl Harin  
Its \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Rae Nicole Blevins is the person who appeared before me, and said person acknowledged that she signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/10/99

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Gig Harbor  
My Commission expires: 12/2/99



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Lea A. Blodins Morrison is the person who appeared before me, and said person acknowledged that he signed this instrument and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: 9/10/99

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing  
at: Big Harbor  
My Commission expires: 12/2/99









**APPRAISAL OF REAL PROPERTY**

**LOCATED AT:**

Harborview Avenue

**FOR:**

City of Gig Harbor

**AS OF:**

4/2/99

**BY:**

Brookes Blaine

SUMMARY OF IMPORTANT FACTS AND CONCLUSIONS

Subject Property:	Harborview Avenue, Gig Harbor, WA
Type:	Undeveloped Parcel
Legal Description:	COM 662.06 FT S OF NW COR OF LOT # THENCE E 500 FT TO POB THENCE CONT E TO WLY LI OF OUTSIDE FERRY LANDING ROAD T . . .
Size:	6,098 square feet; .13 acre
Zoning:	Residential
Topography:	Steep Slope to East
View:	Full marine
Effective Date of Report:	April 2, 1999
Established Market Value:	\$36,588

CERTIFICATION:

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The report analysis, opinions and conclusions are limited only by the report assumptions and limiting conditions, and are my personal, unbiased professional analysis, opinions and conclusions.

I have not present or prospective interest in the subject property that is detailed within this report. And, I have no personal interest or bias with respect to any parties involved.

My compensation is not contingent on an action or event resulting from the analysis, opinions or conclusions in, or use of, this report.

My analysis, opinions and conclusions were developed and this report prepared in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Ethics and Standards of Professional Practice of the Associated of Independent Fee Appraisers, of which I am a member.

I have made a personal inspection of the property that is the subject of this report.

No one provided significant professional assistance to the person signing this report.

Brookes Blaine

Brookes Blaine  
Certified Fee Appraiser

## INTRODUCTION

The property under examination is triangular in shape on the west side of the Old Ferry Landing. This parcel contains beach frontage and expansive marine and territorial views of the region. The eastern boundary line is adjacent to Harborview Avenue. The present owners offer to sell this land to the City of Gig Harbor to enhance the proposed outlook site with better access to the beach and possible parking areas.

Prior to the construction of the Tacoma Narrows Bridge during 1940 access to the Gig Harbor District was by boat and ferry. The ferry system was active and part of the developing city at that time. The bridge opened the Peninsula to residential and commercial growth.

## SUBJECT INFORMATION

The ferry landing approach, 80 feet in width, forms the eastern boundary line of subject parcel. This ferry access roadway, an extension of Harborview Avenue, ends abruptly near the northern portion of subject parcel. The former wooden approach span no longer exists. The pilings for ferry docking remain in place a distance from the terminus of Harborview Avenue. Acquisition of subject land would most likely provide much needed beach frontage access and parking facilities. The upland slopes steeply without adequate stabilization levels. Presently a small well worn trail descends from street level along the bank to the beach frontage.

Subject land mass is restricted in size, is unusual in shape, contains steep surfaces and subject to public access to the private properties at the beach frontage. The possibility of residential utility appears limited.

## HIGHEST AND BEST USE

The Highest and Best Use as defined in the Appraisal of Real Estate, Ninth Edition, by the American Institute of Real Estate Appraisers of the National Association of Realtors, 1987, is:

"The reasonably probable use of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and results in the highest value."

Subject parcel is zoned R2 with permitted residential development. The criteria of physically possible, legally possible would be negatively influenced due to the topography and limited land mass.

The concept of financially feasible and maximally productive are greatly influenced by gaining the first two criteria. The first two criteria do not appear obtainable at this time.

It is reasonable to conclude subject parcel contains a Highest and Best Use as an addition to the proposed public Outlook Site.

### LAND VALUATION

Land is generally valued as if vacant and available for development to its highest and best use. In this valuation process the market comparison approach is used. This is a direct sales comparison of unimproved properties which, when compared to the subject, are adjusted for various inequalities on an item by item basis. Location, size, topography, utility, any improvements and soil conditions are some of the characteristics which generally require adjustments in the site analysis.

Land may be valued on a number of measurement basis; price per square foot, price per front foot, price per acre and price per buildable unit. In the present case, the price per square foot will be utilized, as it appears to have the best correlation between the sales and the subject property.

The following land sales are felt to be the most pertinent of those in our search of the marketplace.

LAND VALUE COMPARABLE CHART

No. 5510 - 8 1/2" x 11"



Item	Subject	Sale #1	Sale #2	Sale #3
Address	Harborview Avenue	Maple Beach	East Bay	2717 Cascade
Land Value	-	\$105,000	\$ 97,000	\$130,000
Data Source	Inspection	Inspection	Metroscan	Metroscan
Date Sold	-	2/24/99	8/14/98	10/14/98
Site Sq.ft.	6,098	17,150	14,500	19,500
Value Sq.ft.	-	\$5.83/sf	\$6.68/sf	\$6.66/sf
Improvement	None	Small cabin	None	None
Adjustment	None	- \$ 5,000	None	None
Total	-	\$100,000	\$ 97,000	\$130,000
Parcel No.	0221081072	0222164019	4000300110	0221084151

The comparable sales are all felt to be similar to the subject and share a similar economic environment.

The sales indicate a value range of \$5.83 to \$6.68 per square foot. Based on the foregoing analysis, with consideration given to the subject property characteristics a value factor of \$6.00 per square foot, is felt to be most probable. Subject: 6,098 square feet @ \$6.00: \$36,588.

530100 001-0-003-01

80  
| 118

POINT  
VIEWPOINT  
180 ref.

| 175

FISHERMAN'S  
WATCH CONDO

CONDO.  
693500-

| 174

388000-  
001-0 002-0  
175  
ref.

001-0 THRU  
003-0

VISTA  
MINIMUM

HARBOR  
WATCH CONDO

| 173

153.86  
169  
ref.

435700-  
001-0 THRU  
004-0

| 167

237100-  
001-0 THRU  
003-0

181  
ref.

93.86

235

93.86

| 172

SUBJECT

79.27

| 4  
LOT 3

69  
25  
164

FERRY LANDING  
APPROACH

TIDELANDS

HARBORVIEW AVENUE

4.56

| 5

5.40

80  
70  
FT.

PHOTOGRAPHS



Terminus of Harborview Avenue - Subject  
Parcel to the Right



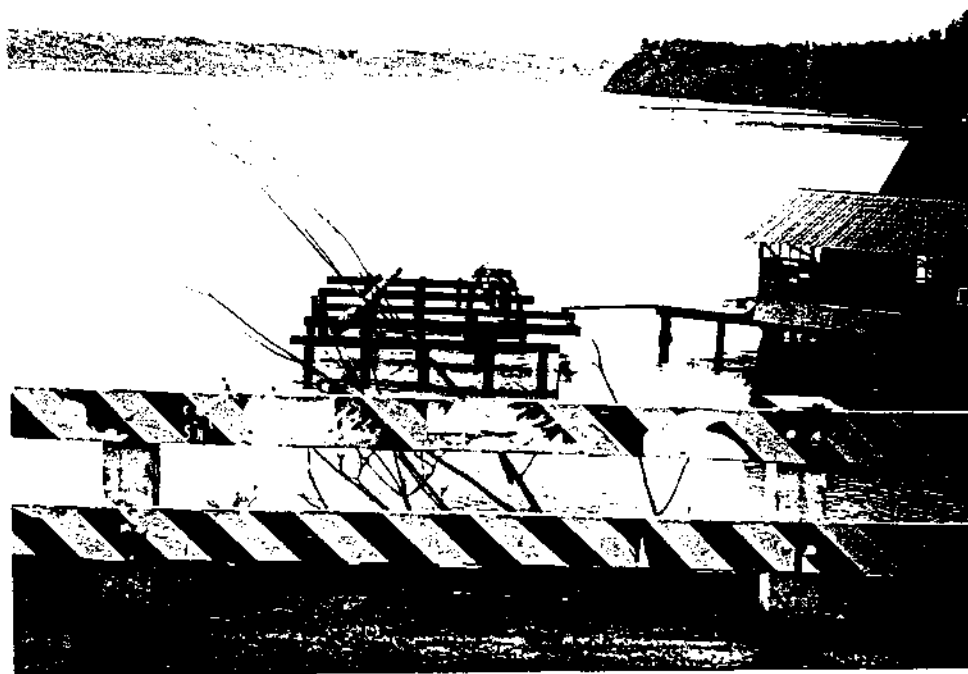
Frontage Trail - Beach to Right And Subject  
Parcel to the Left



PHOTOGRAPHS



Subject: Present Limited Parking Area  
At Street End



Subject: End of the Avenue and Remaining  
Ferry Approach Pilings - Private  
Improvements to the Right

**DEFINITION OF MARKET VALUE:** The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions\* granted by anyone associated with the sale.

\* Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

## STATEMENT OF LIMITING CONDITIONS AND APPRAISER'S CERTIFICATION

**CONTINGENT AND LIMITING CONDITIONS:** The appraiser's certification that appears in the appraisal report is subject to the following conditions:

1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it. The appraiser assumes that the title is good and marketable and, therefore, will not render any opinions about the title. The property is appraised on the basis of it being under responsible ownership.
2. The appraiser has provided a sketch in the appraisal report to show approximate dimensions of the improvements and the sketch is included only to assist the reader of the report in visualizing the property and understanding the appraiser's determination of its size.
3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in the appraisal report whether the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantee, express or implied, regarding this determination.
4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand.
5. The appraiser has estimated the value of the land in the cost approach at its highest and best use and the improvements at their contributory value. These separate valuations of the land and improvements must not be used in conjunction with any other appraisal and are invalid if they are so used.
6. The appraiser has noted in the appraisal report any adverse conditions (such as, needed repairs, depreciation, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the normal research involved in performing the appraisal. Unless otherwise stated in the appraisal report, the appraiser has no knowledge of any hidden or unapparent conditions of the property or adverse environmental conditions (including the presence of hazardous wastes, toxic substances, etc.) that would make the property more or less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied, regarding the condition of the property. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, the appraisal report must not be considered as an environmental assessment of the property.
7. The appraiser obtained the information, estimates, and opinions that were expressed in the appraisal report from sources that he or she considers to be reliable and believes them to be true and correct. The appraiser does not assume responsibility for the accuracy of such items that were furnished by other parties.
8. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.
9. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that completion of the improvements will be performed in a workmanlike manner.
10. The appraiser must provide his or her prior written consent before the lender/client specified in the appraisal report can distribute the appraisal report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the borrower, the mortgagee or its successors and assigns; the mortgage insurer; consultants; professional appraisal organizations; any state or federally approved financial institution; or any department, agency, or instrumentality of the United States or any state or the District of Columbia; except that the lender/client may distribute the property description section of the report only to data collection or reporting service(s) without having to obtain the appraiser's prior written consent. The appraiser's written consent and approval must also be obtained before the appraisal can be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.

**APPRAISER'S CERTIFICATION:** The Appraiser certifies and agrees that:

1. I have researched the subject market area and have selected a minimum of three recent sales of properties most similar and proximate to the subject property for consideration in the sales comparison analysis and have made a dollar adjustment when appropriate to reflect the market reaction to those items of significant variation. If a significant item in a comparable property is superior to, or more favorable than, the subject property, I have made a negative adjustment to reduce the adjusted sales price of the comparable and, if a significant item in a comparable property is inferior to, or less favorable than the subject property, I have made a positive adjustment to increase the adjusted sales price of the comparable.
2. I have taken into consideration the factors that have an impact on value in my development of the estimate of market value in the appraisal report. I have not knowingly withheld any significant information from the appraisal report and I believe, to the best of my knowledge, that all statements and information in the appraisal report are true and correct.
3. I stated, in the appraisal report, only my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the contingent and limiting conditions specified in this form.
4. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or the estimate of market value in the appraisal report on the race, color, religion, sex, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property.
5. I have no present or contemplated future interest in the subject property, and neither my current or future employment nor my compensation for performing this appraisal is contingent on the appraised value of the property.
6. I was not required to report a predetermined value or direction in value that favors the cause of the client or any related party, the amount of the value estimate, the attainment of a specific result, or the occurrence of a subsequent event in order to receive my compensation and/or employment for performing the appraisal. I did not base the appraisal report on a requested minimum valuation, a specific valuation, or the need to approve a specific mortgage loan.
7. I performed this appraisal in conformity with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place as of the effective date of this appraisal, with the exception of the departure provision of those Standards, which does not apply. I acknowledge that an estimate of a reasonable time for exposure in the open market is a condition in the definition of market value and the estimate I developed is consistent with the marketing time noted in the neighborhood section of this report, unless I have otherwise stated in the reconciliation section.
8. I have personally inspected the interior and exterior areas of the subject property and the exterior of all properties listed as comparables in the appraisal report. I further certify that I have noted any apparent or known adverse conditions in the subject improvements, on the subject site, or on any site within the immediate vicinity of the subject property of which I am aware and have made adjustments for these adverse conditions in my analysis of the property value to the extent that I had market evidence to support them. I have also commented about the effect of the adverse conditions on the marketability of the subject property.
9. I personally prepared all conclusions and opinions about the real estate that were set forth in the appraisal report. If I relied on significant professional assistance from any individual or individuals in the performance of the appraisal or the preparation of the appraisal report, I have named such individual(s) and disclosed the specific tasks performed by them in the reconciliation section of this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in the report; therefore, if an unauthorized change is made to the appraisal report, I will take no responsibility for it.

**SUPERVISORY APPRAISER'S CERTIFICATION:** If a supervisory appraiser signed the appraisal report, he or she certifies and agrees that: I directly supervise the appraiser who prepared the appraisal report, have reviewed the appraisal report, agree with the statements and conclusions of the appraiser, agree to be bound by the appraiser's certifications numbered 4 through 7 above, and am taking full responsibility for the appraisal and the appraisal report.

ADDRESS OF PROPERTY APPRAISED: Harborview Avenue, Gig Harbor, WA 98335

APPRAISER:

SUPERVISORY APPRAISER (only if required):

Signature: <u><i>Brookes Blaine</i></u>	Signature: _____
Name: <u>Brookes Blaine</u>	Name: _____
Date Signed: <u>4/14/99</u>	Date Signed: _____
State Certification #: <u>270-17 BL-AI-NB-A622</u>	State Certification #: _____
or State License #: _____	or State License #: _____
State: <u>WA</u>	State: _____
Expiration Date of Certification or License: <u>5/19/99</u>	Expiration Date of Certification or License: _____

Did  Did Not Inspect Property

PROJECT: Level I Environmental Site Assessment

LOCATION: Harborview Drive Property

DATE: June 14th, 1999

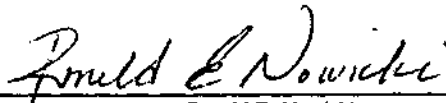
PROJECT  
MANAGER: Walter C. Pich

Endorsement

 6/12/99

Walter C. Pich

Project Review



Ronald E. Nowicki

# PHASE I ENVIRONMENTAL SITE ASSESSMENT

## HARBORVIEW DRIVE PARCEL

PROJECT: Level I Environmental Site Assessment

CLIENT: City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

CONTRACT: 06/01/99 Notice to Proceed

CONTACT: Mark E. Hoppen

### EXECUTIVE SUMMARY

This analysis has not identified hard evidence of environmental degradation on the subject property. No hard evidence of environmental degradation was identified on immediately adjacent property, other than the presence of creosoted piles; potential impact to the subject property is negligible.

Thirteen state and federal environmental files were reviewed, extending to ASTM maximum specified distances, identifying seven sites. While there is a site within 1/8 mile of the subject property, and six others within 1/2 mile, none of these identified sites have impacted groundwater. All appear to be sufficiently removed to preclude impact on the subject property.

Historical analysis has not identified potential sources of contamination either directly on the subject property or on immediately adjacent property.

Additional environmental investigation is not recommended at this time.

**PROJECT  
DESCRIPTION:**

The reason for the site assessment is to determine the environmental status of the property in question, and the associated neighborhood. The key question is whether the site and surrounding areas are free from suspect contamination and imminent potential contamination.

**PROPERTY  
LOCATION:**

The property in question is located adjacent to the southern terminus of Harborview Drive near the location known as the "Old Ferry Landing." It is situated on the southwestern side of the drive, in the Northeast Quarter of Section 8, of Township 21 North, Range 2 East, of the Willamette Meridian.

**PROPERTY  
DESCRIPTION:**

The property in question is a triangular-shaped lot, the hypotenuse of which fronts the Harborview Drive right-of-way; the base runs north and south while the side runs east and west. The subject property occupies 0.14 acres. The property is vacant, unimproved land. Pierce County Assessor Tax ID Number is "Parcel Number 0221081072."



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** *M.H.*  
**SUBJECT: PARKS AND TRANSPORTATION IMPACT FEES ORDINANCE**  
**DATE: SEPTEMBER 15, 1999**

#### **INFORMATION/BACKGROUND**

In order to ensure that adequate transportation and parks facilities can be provided at established levels of service to serve new growth and development, this ordinance is presented to establish transportation and park impact fees as statutorily enabled by the Growth Management Act and the State Environmental Policy Act. This ordinance is consistent with city comprehensive plans for transportation and parks, and creates the means to ensure that new development bears a proportionate share of the capital costs of off-site parks and transportation facilities. Also, this ordinance ensures that the city will pay its fair share of these capital costs, and provides for the equitable collection of these fees.

#### **POLICY CONSIDERATIONS**

Consistent with the prior comparison study of the proposed transportation fee schedule, staff recommends that Council consider a uniform reduction of the rate. The attached transportation impact fee schedule reflects this adjustment. Such a reduction means that a greater share of the cost of new capacity will be born by existing taxpayers than was initially proposed by the city's consultants.

#### **FISCAL CONSIDERATIONS**

Payment of impact fees are proposed to be made prior to the recording of a final plat or short plat and in all other cases, prior to the issuance of a building permit. A developer may elect to postpone payment of the impact fees for each lot within a subdivision until the issuance of a building permit for each lot.

#### **RECOMMENDATION**

Staff recommends that this ordinance be adopted after the second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION AND PARK IMPACT FEES, AUTHORIZING THE IMPOSITION OF IMPACT FEES ON NEW DEVELOPMENT TO PROVIDE FUNDING FOR THE DEVELOPMENT'S PROPORTIONATE SHARE OF OFF-SITE OR SYSTEM IMPROVEMENTS REASONABLY RELATED TO THE NEW DEVELOPMENT; DESCRIBING THE METHOD FOR THE CALCULATION OF THE FEES; REFUNDS OF THE FEE, AND PROVIDING FOR AN ADMINISTRATIVE APPEAL OF THE FEE; ADDING A NEW CHAPTER 19.12 TO THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, the City Council of the City of Gig Harbor intends that adequate parks and transportation facilities be provided to serve new growth and development, and

WHEREAS, in order that new parks and transportation facilities are available when needed, the Council has determined that the cost of the parks and transportation facilities must be shared by the public and the private sectors, and the proportionate share of the expense of new parks and transportation facilities necessitated by new development shall be borne by developers through the City's imposition of impact fees, and

WHEREAS, such impact fees shall be calculated, imposed and collected by the City pursuant to procedures and criteria set forth in this ordinance, NOW, THEREFORE,

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

Section 1. Short Title. This ordinance shall be known and may be cited as the "Gig Harbor Impact Fee Ordinance" and shall comprise a new Chapter 19.12 in Title 19 of the Gig Harbor Municipal Code.



Section 2. Authority and Purpose.

A. This ordinance is enacted pursuant to the City's police powers, the Growth Management Act as codified in Chapter 82.02 of the Revised Code of Washington (RCW), Chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA) Chapter 42.21C RCW.

B. The purpose of this ordinance is to:

1. Develop a program consistent with the Gig Harbor Parks Open Space and Recreation Plan, 6-Year Road Plan and the City's Comprehensive Plan (parks and transportation elements), and Capital Improvement Plan, for joint public and private financing of park and transportation facility improvements necessitated in whole or in part by development in the City;
2. To ensure adequate levels of service within the City;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site parks and transportation facilities reasonably related to new development, in order to maintain adopted levels of park service and maintain adopted levels of service on the City's transportation facilities;
4. Ensure that the City pays its fair share of the capital cost of parks and transportation facilities necessitated by public use of the parks and roadway system;  
and
5. Ensure fair collection and administration of such impact fees.

C. The provisions of this ordinance shall be liberally construed to effectively carry out its purpose in the interest of the public health, safety and welfare.

Section 3. Applicability.

A. The requirements of this ordinance apply to all development as defined in Ordinance No. 817, Chapter 19.14 of the Gig Harbor Municipal Code.

B. Mitigation of impacts on parks and transportation facilities located in jurisdictions outside the City will be required when:

1. The other affected jurisdiction has reviewed the development's impact under its adopted impact fee/mitigation regulations and has recommended to the City that there be a requirement to mitigate the impact; and

2. There is an interlocal agreement between the City and the affected jurisdiction specifically addressing impact identification and mitigation.

Section 4. Geographic Scope. The boundaries within which impact fees shall be charged and collected are coextensive with the corporate City limits, and shall include all unincorporated areas annexed to the City on and after the effective date of this ordinance. After the adoption of interlocal agreements with other local and regional governments, the geographic boundaries may be expanded consistent therewith.

Section 5. Definitions. For the purposes of this ordinance, the terms used in this ordinance shall have the meanings as set forth in chapter 19.14, unless the context clearly indicates otherwise.

Section 6. Imposition of Impact Fees.

A. The Approving Authority is hereby authorized to impose impact fees on new Development.

B. Impact fees may be required pursuant to the Impact Fee Schedule adopted through to the process described in Section 1.3 of this ordinance, or mitigation may be provided through: 1) the purchase, installation and/or improvement of park and transportation facilities pursuant to Section 9(C) dedication of land pursuant to Section 9(C) of this ordinance.

C. Impact Fees:

1. Shall only be imposed for park and transportation facilities that are reasonably related to the impacts of new Development;
2. Shall not exceed a proportionate share of the costs of park and transportation facilities that are reasonably related to new Development;
3. Shall be used for park and transportation facilities that will reasonably benefit the new Development;
4. Shall not be used to correct existing deficiencies;
5. Shall not be imposed to mitigate the same off-site park and transportation facility impacts that are being mitigated pursuant to any other law;
6. Shall not be collected for improvements to state/county park and transportation facilities unless the state/county requests such improvements and an agreement to collect such fees has been executed between the state/county and the City;
7. Shall not be collected for improvements to park and transportation

facilities in other municipalities unless the affected municipality requests such improvement and an interlocal agreement has been executed between the City and the affected municipality for collection of such fees;

8. Shall not be collected for any Development approved prior to the date of adoption of this ordinance unless changes or modifications in the Development requiring City approval are subsequently proposed which result in greater direct impacts on park and transportation facilities than were considered when the Development was first approved; and

9. Shall be collected only once for each Development, unless changes or modifications to the Development are proposed which result in greater direct impacts on park and transportation facilities than were considered when the Development was first permitted.

10. May be imposed for system improvement costs previously incurred by the City, to the extent that new growth and development will be served by the previously constructed improvements, and provided that such fee shall not be imposed to make up for any system improvement deficiencies.

Section 7. Approval of Development. Prior to approving or permitting a Development, an Approving Authority shall consult with the Director concerning mitigation of a Development's impacts.

Section 8. Fee Schedules and Establishment of Service.

A. Impact Fee Schedules setting forth the amount of the Impact Fees to be paid by Development are listed in Appendix 'B' for Roads and Appendix 'C' for parks, attached hereto and

incorporated herein by this reference. Administrative fees to be paid as part of the Impact Fee program are also included in the Fee Schedules.

B. For the purpose of this ordinance, the entire City shall be considered one Service Area.

Section 9. Calculation of Impact Fees.

A. The Director shall calculate the Impact Fees set forth in Appendix B, more specifically described in the Gig Harbor 6-Year Road Plan and the Parks Open Space and Recreation Plan, which:

1. Determines the standard fee for similar types of Development, which shall be reasonably related to each Development's proportionate share of the cost of the Projects described in Appendix 'A', and for parks shall be calculated as set forth in Appendix 'C'.

2. Reduces the proportionate share by applying the benefit factors described in subsection B of this section.

B. In calculating proportionate share, the Director shall:

1. Identify all park and transportation facilities that will be impacted by users from each Development.

2. Identify when the capacity of a park or transportation facility has been fully utilized;

3. Update the data as often as practicable, but at least annually;

4. Estimate the cost of constructing the Projects in Appendix 'A' for

roads as of the time they are placed on the List, and the cost of maintaining the city's level of park service as shown on Appendix 'D' and then update the cost estimates at least annually, considering the:

- a. Availability of other means of funding park and transportation facility improvements;
- b. Cost of existing park and transportation facility improvements; and
- c. Methods by which park and transportation facility improvements were financed;

5. Update the fee collected against a Project which has already been completed, through an advancement of City funds, at a rate, determined annually, which is equivalent to the City's return on its investments.

C. The Director shall reduce the calculated proportionate share by giving credit for the following benefit factors:

1. The purchase, installation and/or improvement of park and transportation facilities, if:
  - a. the facilities are located on land owned by the City, Pierce County, a school district or a special district; and
  - b. a designated public owner is responsible for permanent, continuing maintenance and operation of the facilities; and
  - c. the Director determines that the facilities correspond to the type(s) of park and transportation facilities being impacted by the Development as determined pursuant to this ordinance; and
  - d. the Director determines, after consultation with the County, school district or special purpose district, as applicable, and

an analysis of supply and demand data, the Parks Open Space and Recreation Plan, the 6-Year Road Plan and any applicable Pierce County park and transportation plan, that the proposed park and transportation facility improvements better meet the City's need for park and transportation facilities than would payment of funds to mitigate the park and transportation impacts of the Development.

2. The credit against the Impact Fee shall be equal to the fair market value of the purchase, installation and/or improvement.
3. Any applicable benefit factors as described in RCW 82.02.060, that are demonstrated by the applicant not to have been included in the calculation of the impact fee.
4. A developer of a planned residential development or mobile home park may receive credit only for park and transportation facilities provided in addition to those normally required under SEPA for such developments pursuant to Chapter 18.04 GHCM.
5. When the Director has agreed to a developer's proposal to satisfy some or all of the Impact Fee through the purchase, installation and/or improvement of park and transportation facilities, the developer shall prepare and submit a facility improvement plan to the Director for approval prior to recordation of a plat or short plat for subdivisions, and prior to issuance of a building permit for all other developments.
6. In the determination of credit toward the impact fee, the Director shall also consider the extent to which the proposed dedication or conveyance meets the following criteria:
  - a. The land should result in an integral element of the Gig Harbor Park/Road System;
  - b. The land is suitable for future park and/or transportation facilities;

- c. The land is of an appropriate size and of an acceptable configuration;
- d. The land has public access via a public street or an easement of an equivalent width and accessibility;
- e. The land is located in or near areas designated by the City or County for park, trail or land use plans for recreation purposes;
- f. The land provides linkage between Pierce County and/or other publicly-owned recreation or transportation properties;
- g. The land has been surveyed or adequately marked with survey monuments, or otherwise readily distinguishable from adjacent privately-owned property;
- h. The land has no known physical problems associated with it, such as the presence of hazardous waste, drainage, erosion, or flooding problems which the Director determines would cause inordinate demands on public resources for maintenance and operation;
- i. The land has no known safety hazards;
- j. The developer is able to provide documentation, as nearly as practicable, of the land's compliance with the criteria of this subsection, and of clear title; and
- k. The developer is able to provide and fund a long-term method, acceptable to the Director, for the management and maintenance of the land, if applicable.

7. The amount of credit determined pursuant to this subsection C ~~above~~ shall be credited proportionately among all the units in the Development, and the Impact Fee for each unit for which a permit or approval is applied shall be reduced accordingly.

8. Applicants may not request that an impact fee credit be provided for a proposed Development based upon taxes, user fees, assessments, improvements, payments or other



benefit factors applicable to property that is not included within the proposed Development.

Section 10. Variation from Impact Fee Schedule. If a developer submits information demonstrating a significant difference between the age, social, activity or interest characteristics of the population of a proposed subdivision or Development and the data used to calculate the Impact Fee Schedule, the Director may allow a special calculation of the Impact Fee requirements for the subdivision or Development to be prepared by the Developer's consultant; at the Developer's cost; provided, however, that the Director shall have prior approval of the qualifications and methodology of the Developer's consultant in making such calculation, and any time period mandated by statute or ordinance for the Approving Authority's decision on the subdivision or Development shall not include the time spent in preparing the special calculation. Whether the Director accepts the data provided by the special calculation shall be at the Director's discretion.

Section 11. Payment of Fees.

A. All developers shall pay an Impact Fee in accordance with the provisions of this ordinance at the time that the applicable development permit is ready for issuance. The Fee paid shall be the amount in effect as of the date of the permit issuance.

B. The Impact Fee, as initially calculated for a development permit, shall be recalculated at the time of issuance if the Development is modified or conditioned in such a way as to alter park and transportation impacts for the Development.

C. A developer may obtain a preliminary determination of the Impact Fee before application for a development permit, by paying the administrative fee and providing the Director with the information needed for processing.

Section 12. Time of Payment of Impact Fees.

A. Payment of any required Impact Fees shall be made prior to the recording of a final plat or short plat and in all other cases, prior to the issuance of a building permit; Provided, however, that for subdivisions, as defined in chapter 19.14 GHMC, the developer may elect to postpone payment of the Impact Fees for each lot within the subdivision until issuance of a building permit for each lot. The election to postpone payment shall be noted by a covenant placed on the face of the recorded plat or short plat and included in the deed for each affected lot within the subdivision.

B. When a subdivision or Development is conditioned upon the dedication of land, or the purchase, installation or improvement of park and transportation facilities, a final plat or short plat shall not be recorded, and a building permit shall not be issued for other development until:

1. The Director has determined in writing that any land to be dedicated is shown on the face of the final plat or short plat, or a deed conveying the land to the City, Pierce County, a school district or special purpose district, as appropriate, has been recorded with the Pierce County Auditor; and

2. The Director has determined in writing, after consultation with the designated public owner responsible for permanent, continuing maintenance and operation of the facilities, that the developer has satisfactorily undertaken, or guaranteed to undertake in a manner acceptable to the Director, any required purchase, installation or improvement of park and transportation facilities.

Section 13. Project List.

A. The Director shall annually review the City's Parks Open Space and Recreation Plan, the Six-Year Parks Improvement Plan, the Six-Year Road Plan and the Projects listed in Appendix A and B and shall:

1. Identify each Project in the Comprehensive Plan that is Growth-Related and the proportion of each such Project that is Growth-Related;
2. Forecast the total monies available from taxes and other public sources for park and transportation improvements for the next six (6) years;
3. Update the population, building activity and demand and supply data for park and transportation facilities and the Impact Fee Schedule for the next six (6) year period.
4. Calculate the amount of Impact Fees already paid; and
5. Identify those Comprehensive Plan projects that have been or are being built but whose performance capacity has not been fully utilized.

B. The Director shall use this information to prepare an annual Draft Amendment to the fee schedule. A draft amendment to Exhibits 'A' and 'D', which shall comprise:

1. The Projects on the Comprehensive Plan that are Growth-Related and that should be funded with forecast public monies and the Impact Fees already paid; and
2. The Projects already built or funded pursuant to this ordinance whose performance capacity has not been fully utilized.

C. The Council, at the same time that it adopts the annual budget and

appropriates funds for capital improvement projects, shall by separate ordinance establish the annual Project List by adopting, with or without modification, the Director's Draft Amendment.

D. Once a Project is placed on Appendix 'A', or the City amends its level of park service in Appendix 'D' a fee shall be imposed on every Development that impacts the Project until the Project is removed from the List by one of the following means:

1. The Council by ordinance removes the Project from Appendix 'A' and/or 'D', in which case the fees already collected will be refunded if necessary to ensure that Impact Fees remain reasonably related to the park and transportation impacts of Development that have paid an Impact Fee; provided that a refund shall not be necessary if the Council transfers the Fees to the budget of another Project that the Council determines will mitigate essentially the same park and transportation impacts; or

2. The capacity created by the Project has been fully utilized, in which case the Director shall administratively remove the Project from the Project List.

Section 14. Funding of Projects.

A. An Impact Fee trust and agency fund is hereby created. The Director shall be the fund manager. Impact fees shall be placed in appropriate deposit accounts within the Impact Fee fund.

B. The Impact Fees paid to the City shall be held and disbursed as follows:

1. The Fees collected for each Project shall be placed in a deposit account within the Impact Fee fund;

2. When the Council appropriates Capital Improvement Project (CIP)

funds for a Project on the Project List, the Fees held in the Impact Fee fund shall be transferred to the CIP fund. The non-Impact Fee monies appropriated for the Project shall comprise both the public share of the Project cost and an advancement of that portion of the private share that has not yet been collected in Impact Fees;

3. The first money spent by the Director on a Project after a Council appropriation shall be deemed to be the Fees from the Impact Fee fund;

4. Fees collected after a Project has been fully funded by means of one or more Council appropriations shall constitute reimbursement to the City of the funds advanced for the private share of the Project. The public monies made available by such reimbursement shall be used to pay the public share of other Projects.

5. All interest earned on Impact Fees paid shall be retained in the account and expended for the purpose or purposes for which the Impact Fees were imposed.

C. Projects shall be funded by a balance between Impact Fees and public funds, and shall not be funded solely by Impact Fees.

D. Impact Fees shall be expended or encumbered for a permissible use within six (6) years of receipt, unless there exists an extraordinary or compelling reason for Fees to be held longer than six (6) years. The Director may recommend to the Council that the City hold Fees beyond six (6) years in cases where extraordinary or compelling reasons exist. Such reasons shall be identified in written findings by the Council.

E. The Director shall prepare an annual report on the Impact Fee account showing the source and amount of all monies collected, earned or received and projects that were

financed in whole or in part by Impact Fees.

Section 15. Use and Disposition of Dedicated Land. All land dedicated or conveyed pursuant to this ordinance shall be set aside for development of park and transportation facilities. The City and Pierce County, any school district or special purpose district to which land is dedicated or conveyed pursuant to this ordinance, shall make every effort to use, develop and maintain land dedicated or conveyed for park and transportation facilities.

In the event that use of any such dedicated land is determined by the Director or Pierce County, any school district or special purpose district to be infeasible for development of park and transportation facilities, the dedicated land may be sold or traded for another parcel of land in the City, subject to the requirements of state law and City ordinances. The proceeds from such a sale shall be used to acquire land or develop park and transportation facilities in the City.

Section 16. Refunds.

A. A developer may request and shall receive a refund when the developer does not proceed with the development activity for which Impact Fees were paid, and the developer shows that no impact has resulted. However, the administrative fee shall not be refunded.

B. In the event that Impact Fees must be refunded for any reason, they shall be refunded with interest earned to the Owners as they appear of record with the Pierce County Assessor at the time of refund.

C. When the City seeks to terminate any or all Impact Fee requirements, all unexpended or unencumbered funds shall be refunded pursuant to this section. Upon the finding that any or all fee requirements are to be terminated, the City shall place notice of such termination and

the availability of refunds in a newspaper of general circulation at least two (2) times and shall notify all potential claimants by first class mail to the last known address of claimants. All funds available for refund shall be retained for a period of one (1) year. At the end of one (1) year, any remaining funds shall be retained by the City, but must be expended on Projects on the City's adopted plans. This notice requirement shall not apply if there are no unexpended or unencumbered balances within an account or accounts being terminated.

Section 17. Exemption or Reduction for Low-Income Housing.

A. Public housing agencies or private non-profit housing developers participating in publicly-sponsored or subsidized housing programs may apply for exemptions from the Impact Fee requirements. The Director shall review proposed developments of low-income housing by such public or non-profit developers pursuant to criteria and procedures adopted by administrative rule. If the Director determines that a proposed Development of low-income housing satisfies the adopted criteria, such Development shall be exempted from the requirement to pay an Impact Fee.

B. Private developers who dedicate residential units for occupancy by low-income households may apply to the Director for reductions in Impact Fees. If the Director determines that the developer's program for low-income occupancy of housing units satisfy the adopted criteria, the Director shall reduce the calculated Impact Fee for the Development so that the developer does not pay an impact fee for those units dedicated for low-income household occupancy.

C. The amount of the Impact Fee not collected from low-income Development shall be paid from public funds other than Impact Fee accounts.

D. The Director is hereby instructed and authorized to adopt administrative rules to implement this section. Such rules shall provide for the administration of this program and shall:

1. Encourage the construction of housing for low-income households by public housing agencies or private non-profit housing developers participating in publicly-sponsored or subsidized housing programs;
2. Encourage the construction in private developments of housing units for low-income households that are in addition to units required by another housing program or development condition;
3. Ensure that housing that qualifies as "low income" meets appropriate standards regarding household income, rent levels or sale prices, location, number of units and development size;
4. Ensure that developers who obtain an exemption from or reduction from Impact Fees will in fact build the proposed low income housing and make it available to low income households for a minimum of fifteen (15) years;
5. Implement an exemption plan whereby payment of the Impact Fee is deferred for low income housing and forgiven over a fifteen (15) year period.

Section 18. Appeals.

A. A developer may appeal the amount of the Impact Fee to the Hearing Examiner, who shall conduct a hearing on the appeal and appeal shall be consolidated with any appeal of the underlying permit. The developer shall bear the burden of proving:

1. That the Director committed error in calculating the developer's



proportionate share, as determined by an individual fee calculation, or, if relevant, as set forth in the Impact Fee Schedule, or in granting credit for the benefit factors; or

2. That the Director based his determination upon incorrect data.

B. An appeal must be filed with the Director within ten (10) calendar days of the Director's issuance of his/her final decision shall be regarding the fee amount. In order to obtain an appealable final decision, the developer must:

1. Request in writing a meeting to review the fee amount with the Director's staff. The Director's staff shall consider any studies and data submitted by the developer seeking to adjust the amount of the fee; and

2. Request in writing reconsideration by the Director or his/her designee of an adverse decision by staff. The request for reconsideration shall state in detail the grounds for the request. The Director or his designee shall issue a final, appealable decision within ten (10) working days of receiving a request for reconsideration unless the Director or his/her designee determines that a meeting with the developer is needed to properly consider the request, in which case the meeting shall be held within ten (10) working days of receipt of the request and a final decision issued within ten (10) working days of the meeting.

C. Appeals from the decision of the Hearing Examiner shall be to the City Council, pursuant to the provisions of Gig Harbor Municipal Code Chapter 19.05 GHMC.

Section 19. Relationship to SEPA.

A. All Development shall be subject to environmental review pursuant to SEPA

and other applicable City ordinances and regulations.

B. Payment of the Impact Fee shall constitute satisfactory mitigation of those park and transportation impacts related to the specific improvements identified on the Project List (Appendix 'A' and Appendix 'D').

C. Further mitigation in addition to the Impact Fee shall be required if adverse impacts appropriate for mitigation pursuant to SEPA are identified that are not adequately mitigated by an Impact Fee.

D. Nothing in this ordinance shall be construed to limit the City's authority to deny development permits when a proposal would result in probable significant adverse impacts identified in an environmental impact statement and reasonable mitigation measures are insufficient to mitigate the identified impact.

Section 20. Park and Transportation Facility Requirements in Adjoining Municipalities/Districts. Level of service requirements and demand standards different than those provided in the Gig Harbor Comprehensive Park Plan shall be applied to park and recreation facility impacts in adjoining municipalities/districts if such different standards are provided in an interlocal agreement between the City and the affected municipality. Otherwise, the standards contained in the Gig Harbor Comprehensive Plan shall apply to park and transportation impacts in adjoining jurisdictions.

Section 21. Necessity of Compliance. A development permit issued after the effective date of this ordinance shall be null and void if issued without substantial compliance with this ordinance by the Director, the Department and the Approving Authority.

Section 22. Severability. If any part of this ordinance is found to be invalid, that finding shall not affect the validity of any remaining part of this ordinance.

Section 23. Effective Date. This ordinance or a summary thereof consisting of the title shall be published in the official newspaper of the City, and shall take effect and be in full force five (5) days after publication.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:  
BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/4/99  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

SUMMARY OF ORDINANCE NO. \_\_

of the City of Gig Harbor, Washington

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On 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:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO TRANSPORTATION AND PARK IMPACT FEES, AUTHORIZING THE IMPOSITION OF IMPACT FEES ON NEW DEVELOPMENT TO PROVIDE FUNDING FOR THE DEVELOPMENT'S PROPORTIONATE SHARE OF OFF-SITE OR SYSTEM IMPROVEMENTS REASONABLY RELATED TO THE NEW DEVELOPMENT; DESCRIBING THE METHOD FOR THE CALCULATION OF THE FEES; REFUNDS OF THE FEE, AND PROVIDING FOR AN ADMINISTRATIVE APPEAL OF THE FEE; ADDING A NEW CHAPTER 19.12 TO THE GIG HARBOR MUNICIPAL CODE.**

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

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CITY CLERK, MOLLY TOWSLEE

## Rate Schedule / Transportation

Appendix 'A' / Transportation

TIP #	Project Description	Year Scheduled	Estimated Total Project Cost	Total Grants / Other Participation						Developer Participation					
				Pierce County Participation	Federal Participation	% of Total Project Cost	State Grants (UATA, TIB, TIA, Ect.)	% of Total Project Cost	Total Grants	City Participation	% of Total Project Cost	% added for Increase Capacity	Formula to determine Capacity	Developer Participation	% of Total Project Cost
1	EAST-WEST (BORGEN) ROAD IMPROVEMENTS (Ph 1) - Swede Hill Interchange (SR-16) to Peacock Hill Ave	1997	\$3,700,000	\$824,000	0	0.0%	\$0	0.0%	\$824,000	\$500,000	17.1%	100%		\$1,523,000	57.1%
4	POINT FOSDICK DRIVE IMPROVEMENTS (Ph 1) - 1,000-ft South of Olympic Dr to 44th Street	1999	\$667,000	\$0	0	0.0%	\$482,000	72.3%	\$482,000	\$55,000	8.2%	39%	(0.5x0.39)x0.667	\$130,065	19.5%
11	POINT FOSDICK DRIVE IMPROVEMENTS (Ph 2) - 44th Street to City Limits	2001-2002	\$545,000	\$0	355,926	65.3%	\$0	0.0%	\$355,926	\$55,549	10.2%	49%	(0.5x0.49)x0.545	\$133,575	24.5%
12	OLYMPIC DRIVE/56th STREET IMPROVEMENTS - 950-ft west of Point Fosdick Drive to 38th Avenue	2001-2002	\$1,341,000	\$0	875,774	65.3%	\$80,000	6.0%	\$955,774	\$56,681	4.2%	39%	(0.5x0.49)x1.34	\$328,545	24.5%
19	56th ST / PT FOSDICK DR IMPROVEMENTS - Olympic Drive to Olympic Drive	2003-2004	\$1,182,000	\$0	771,935	65.3%	\$36,000	3.0%	\$807,935	\$84,475	7.1%	49%	(0.5x0.49)x1.182	\$209,590	24.5%
22	EAST-WEST (BORGEN) ROAD CONSTR (Ph 2) - Swede Hill Interchange (SR-16) to W of Woodridge	2003-2004	\$4,050,000	\$0	1,751,625	43.3%	\$150,000	3.7%	\$1,901,625	\$123,375	3.0%	100%	(0.5x1.0)x4.05	\$2,025,000	50.0%
23	CRESCENT VALLEY CONNECTOR - Peacock Hill Avenue to Crescent Valley Road	2003-2004	\$4,300,000	\$0	1,859,750	43.3%	\$0	0.0%	\$1,859,750	\$290,250	6.8%	100%	(0.5x1.0)x4.3	\$2,150,000	50.0%
25	NORTH-SOUTH CONNECTOR - East-West Road to Peacock Hill Avenue	2000-2001	\$150,000	\$0	0	0.0%	\$0	0.0%	\$0	\$75,000	50.0%	100%	(0.5x1.0)x0.15	\$75,000	50.0%
26	HUNT STREET CROSSING - Kimball Drive to 38th Ave	2003-2004	\$11,800,000	\$0	5,103,500	43.3%	\$398,100	3.4%	\$5,501,600	\$398,400	3.4%	100%	(0.5x1.0)x11.8	\$5,900,000	50.0%
<b>TOTAL</b>			<b>\$28,585,000</b>	<b>\$824,000</b>	<b>\$10,718,609</b>		<b>\$1,146,100</b>		<b>\$12,888,609</b>	<b>\$1,641,731</b>				<b>\$12,654,725</b>	

Appendix 'B'  
Transportation

**Impact Fee Rate Schedule**

ITE Code	ITE Land Use Category	Trip Rate (1)	% New Trips (2)	Peak Hour Factor (3)	Net New Trips Per Unit of Measure	Impact Fee Per Unit @ \$ 108.22 Per Trip
110	Light Industrial	3.49	100%	1.33	4.64 1,000 sq. ft.	\$ 0.50 per square foot
140	Manufacturing	1.93	100%	1.84	3.55 1,000 sq. ft.	0.38 per square foot
151	Mini-warehouse	1.30	100%	0.95	1.24 1,000 sq. ft.	0.13 per square foot
210	Single Family House	4.78	100%	1.00	4.78 dwelling	517.30 per dwelling unit
220	Apartment	3.24	100%	0.92	2.98 dwelling	322.50 per dwelling unit
230	Condominium	2.93	100%	0.89	2.61 dwelling	282.46 per dwelling unit
240	Mobile Home	2.41	100%	1.14	2.75 dwelling	297.61 per dwelling unit
250	Retirement Community	1.16	100%	0.90	1.04 dwelling	112.55 per dwelling unit
310	Hotel	4.35	100%	0.83	3.61 room	390.68 per room
320	Motel	5.10	100%	0.56	2.86 room	309.52 per room
420	Marina	1.48	100%	0.61	0.90 berth	97.40 per berth
430	Golf Course	4.17	100%	0.44	1.83 acre	198.05 per acre
444	Movie Theater	11.96	100%	1.88	22.48 1,000 sq. ft.	2.43 per square foot
492	Racquet Club	8.57	100%	0.98	8.40 1,000 sq. ft.	0.91 per square foot
530	High School	5.45	100%	1.68	9.16 1,000 sq. ft.	0.99 per square foot
560	Church	4.66	100%	0.73	3.40 1,000 sq. ft.	0.37 per square foot
610	Hospital	8.39	100%	0.59	4.95 1,000 sq. ft.	0.54 per square foot
620	Nursing Home	1.30	100%	0.62	0.81 bed	87.66 per bed
710	Office 10,000 Sq. Ft.	12.30	100%	1.31	16.11 1,000 sq. ft.	1.74 per square foot
710	Office 50,000 Sq. Ft.	8.29	100%	1.28	10.61 1,000 sq. ft.	1.15 per square foot
710	Office 100,000 Sq. Ft.	7.02	100%	1.26	8.85 1,000 sq. ft.	0.96 per square foot
720	Medical Office	17.09	100%	1.13	19.31 1,000 sq. ft.	2.09 per square foot
820	Retail 10,000 Sq. Ft.	83.80	49%	0.85	34.90 1,000 sq. ft.	3.78 per square foot
820	Retail 50,000 Sq. Ft.	45.83	48%	0.87	19.14 1,000 sq. ft.	2.07 per square foot
820	Retail 100,000 Sq. Ft.	35.34	74%	0.88	23.01 1,000 sq. ft.	2.49 per square foot
820	Retail 200,000 Sq. Ft.	27.25	74%	0.88	17.75 1,000 sq. ft.	1.92 per square foot
832	Restaurant: sit-down	102.68	52%	0.72	38.44 1,000 sq. ft.	4.16 per square foot
833	Fast Food, No Drive-up	393.11	52%	0.51	104.25 1,000 sq. ft.	11.28 per square foot
844	Service Station	150.18	27%	0.48	19.46 pump	2,106.00 per pump
850	Supermarket	88.80	49%	0.82	35.68 1,000 sq. ft.	3.86 per square foot
851	Convenience Market - 24 Hr.	369.00	31%	0.69	78.93 1,000 sq. ft.	8.54 per square foot
860	Wholesale Warehousing	3.37	100%	0.29	0.98 1,000 sq. ft.	0.11 per square foot
911	Bank/Savings: Walk-in	70.31	30%	1.17	24.68 1,000 sq. ft.	2.67 per square foot
912	Bank/Savings: Drive-in	132.61	30%	1.56	62.06 1,000 sq. ft.	\$ 6.72 per square foot

- (1) ITE Rate divided by 2.
- (2) Eliminates pass-by trips.
- (3) Adjustment factor to convert average daily trips to peak hour equivalent.

Appendix 'C' Parks

**RATE SCHEDULE**

Based on the 50% assessment identified in "Note (3)" of Appendix 'C-2' (p. 143 , City of Gig Harbor Parks, Recreation and Open Space Plan) of this ordinance, the Park Impact Fee is set at \$1500 per dwelling unit.

Appendix 'D' / Parks

Capital improvement program 1996-2002

Agency/Department: Gig Harbor Public Works Department

Address: 3105 Judson Street

City, zip code: Gig Harbor, Washington 98335

Phone: 206.851.8145 Fax: 206.851.8563 County: Pierce County

Pty	Project site	Lvl	Act	Item	Funds	Unit	Unit Cost	Qnty	Qnty Cost
<b>CONSERVANCY/RESOURCE PARKS</b>									
high	Wilkinson Wetlands	lcl	acq	acquire/accept donation	GMA/SEPA	acres	\$31,250.00	16.0	\$500,000
			dvp	trail-class 4 w/o services	GMA/SEPA	miles	\$37,651.00	0.5	\$18,826
			dvp	trailhead w/parking/sanican	GMA/SEPA	stall	\$2,440.27	15	\$36,604
moderate	WWTP	lcl	dvp	trail-class 3 w/o services		miles	\$46,435.00	0.25	\$11,621
			dvp	trailhead w/parking/restrooms		stall	\$6,549.43	10	\$65,494
low	Scofield Property	rgl	acq	acquire upland site		acres	\$1,038,728.00	1.1	\$1,190,000
			acq	acquire tidelands		acres	\$5,000.00	10.0	\$50,000
			dvp	trail-class 4 w/o services		miles	\$37,651.00	0.25	\$9,413
			dvp	trailhead w/parking/restrooms		stall	\$6,549.43	15	\$93,242
low	Acquire Tallman's Wetl	lcl	acq	acquire wetlands site	SEPA	acres	\$31,250.00	0.0	\$0
			dvp	trail-class 4 w/o services		miles	\$37,651.00	0	\$0
			dvp	trailhead w/parking/restrooms		stall	\$6,549.43	0	\$0

\$1,980,199

RESOURCE PARKS

high	City Park	lcl	acq	acquire adjacent property		acres	\$75,757.00	2.0	\$150,262
			dvp	trail-class 5 w/o services		miles	\$14,359.00	0.25	\$3,590
high	City Park Extension	lcl	acq	acquire east of Wheeler Street		acres	\$100,000.00	1.1	\$110,000
high	Gig Harbor Marine Park	rgl	plan	master plan harbor use		plan	\$50,000.00	1	\$50,000
high	Jerisich Park	rgl	dvp	dock extension/vessel pump-out		sq ft	\$32.00	1050	\$33,600
			acq	acquire Skansie property		acres	\$1,168,668.67	1.5	\$1,750,000
			dvp	restore net shed		sq ft	\$50.00	3752	\$187,600
			dvp	develop picnic facilities		table	\$3,400.00	5	\$17,000
low	WWTP	lcl	acq	acquire adjacent properties		acre	\$8,240.00	11.5	\$94,760
low	Wheeler Street-end	lcl	dvp	picnic facilities w/o services		table	\$3,400.00	0	\$0

\$2,396,812

TRAIL SYSTEMS

high	Harbor Ferry Landing	rgl	dvp	view platform w/access		sq ft	\$850.00	240	\$204,000
high/mod	Harbor Ridge MS	lcl	dvp	trail-multi w/o services		miles	\$189,450.00	0.05	\$3,611
			dvp	overlook platform w/picnic		sq ft	\$50.00	200	\$10,000
low/mod	Harbor Heights	lcl	dvp	trail-multi w/o services		miles	\$189,450.00	0.14	\$25,834
			dvp	overlook w/picnic		sq ft	\$32.00	200	\$6,400
low	Lagoon/Narrows Trail	rgl	acq	trail use rights		plan	\$15,000.00	1	\$15,000
			dvp	trail-multi w/o svcs-UGA		miles	\$87,447.00	5.5	\$476,984
			dvp	trailhead w/parking/sanican		stall	\$2,440.27	30	\$73,208
mod/high	SR-16 Mtn Bike Trail	lcl	dvp	mtn bike 1-w/o svcs UGA		miles	\$14,683.00	1.8	\$28,696
low	Pioneer/Harborview Pla	lcl	dvp	streetscape		sq ft	\$12.00	12,000	\$144,000
low	Water Trailheads	rgl	acq	water trailhead w/svs		site	\$22,304.00	0.5	\$11,152

\$1,001,885

ATHLETIC FIELDS

high	City Park	lcl	acq	acquire adjacent property		acres	\$25,000.00	11.9	\$297,521
high	Gig Harbor North	lcl	acq	acquire community park site	SEPA	acres	\$0.00	20	\$0
high	Tallman Park	lcl	acq	acquire community park site	SEPA	acres	\$0.00	20	\$0
high	Skateboard Court	lcl	dvp	develop skateboard facility		each	\$50,000.00	1	\$50,000
high	Harbor Ridge MS	rgl	plan	master plan site rcn uses		plan	\$15,000.00	1	\$15,000
high	Henderson Alt/PLC	rgl	plan	master plan site rcn uses		plan	\$25,000.00	1	\$25,000
high	GHPD school sites	lcl	plan	master plan site rcn uses		plan	\$15,000.00	1	\$15,000

\$402,521

COMMUNITY/RECREATION CENTER

high	CLC/Henderson Alt	rgl	plan	master plan facilities		plan	\$50,000.00	1	\$50,000
high	Harbor Ridge MS	rgl	plan	master plan facilities		plan	\$10,000.00	1	\$10,000
			dvp	renovate building		sq ft	\$25.00	3000	\$75,000
mod	City Park	lcl	acq	acquire Mason's Building		each	\$50,000.00	1	\$50,000

\$185,000

TOTAL

\$5,968,417





City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL**  
**DATE: SEPTEMBER 17, 1999**  
**SUBJECT: STREET NAME CHANGE / "WAGNER WAY"**

**INTRODUCTION & BACKGROUND**

The following street name change is submitted for your consideration:

<b>Existing Street Name</b>	<b>New Proposed Street Name</b>
41 <sup>st</sup> Avenue .....	Wagner Way
(From Wollochet Drive to 72 <sup>nd</sup> Street)	Range: 6600 - 7200

Chapter 12.12, GHMC states that the street names in this area of Gig Harbor would normally be designated by a number such as 41<sup>st</sup> Avenue. Section 12.12.030 § K states:

"All proposed names for new or existing ways-of-travel and private roads must be reviewed and approved by the Gig Harbor City Council; however, private driveways are exempted. All proposed names within the "historical name area" as designated by the official map shall come from a list submitted by the Gig Harbor Historical Society or from other lists as approved by the Gig Harbor City Council. **All proposed names outside the "historical name area" as designated on the official map shall conform to the current Pierce County addressing grid numbering system.** Ways-of-travel which extend beyond the historical name district may be designated by the historical name if approved by the Gig Harbor City Council."

The proposed street name has been circulated with the Gig Harbor Public Works Dept. & Pierce County Fire District No. 5 for comments. GHPWD & PCFD#5 do not indicate an objection to the new street name.

The proposed street does not front on any properties that are owned by anyone other than Talmo, Inc. and therefore was not required to be circulated for comments from other property owners.

**ATTACHED:**

Letter from Mr. Scott Wagner requesting the street name change and a history on the Wagner Family; copy of the official street name map; the list of historical names from Gig Harbor Historical Society; and a memo from Wes Hill, P.E. GHPW Director.

**RECOMMENDATION:**

After due consideration, the referenced street name be changed if the City Council determines that the proposed historical name is appropriate for this location and the property owner and all interested agencies be notified as required by Chapter 12.12 of the GHMC .

Scott Wagner  
6507 27<sup>th</sup> Avenue Northwest  
Gig Harbor, WA 98335  
(253) 858-8001

To: City of Gig Harbor Department of Planning and Building Services  
From: Scott Wagner  
Date: September 6, 1999  
RE: Request For Approval Of The Name "Wagner Way" For The Street Talmo, Inc. Is  
Constructing Across The Tallman Large Lots To Connect Wollochet Drive NW With 72<sup>nd</sup>  
Street NW

Dear Mr. Bowman,

I am writing this letter as part of the process I understand is necessary to get approval to name a street within the limits of the City of Gig Harbor. The plans, for a new road connecting Wollochet Drive NW and 72<sup>nd</sup> Street NW, were approved by the City of Gig Harbor Public Works Department Thursday September 2, 1999. As you are aware, construction on this road has begun.

I am proposing the name "Wagner Way" for the new road. The road is being built to city standards with private money on private property. Upon completion of the road, it will be dedicated to the city of Gig Harbor.

The Wagner name represents two families with a long history in Gig Harbor. Both families are still being represented by honest and hard working people after four generations.

Wagner Family I: Charles and Ethel Wagner

Charles and Ethel Wagner moved from Red Lodge, Montana, to a 32 acre farm located on Wollochet Drive near Hunt, in 1920. The farm was a part of the Atkinson Homestead. Charles and Ethel moved with their children Herman, Bessie, and Willma. In 1921 they gave birth to Dorothy.

The Charles Wagner family were farmers. They raised loganberries, poultry, and eggs for market. They sold their products to processing plants in Tacoma and Sumner as well as to local people in the community.

The family would attend the annual 4<sup>th</sup> of July picnic at Horseshoe Lake. Dorothy remembers her father worked six days a week, and on Sunday mornings he would visit the sick in their community. Sunday afternoons were reserved for visits with neighbors and a game of cards.

Dorothy (Wagner) Merrell graduated from Gig Harbor High School and attended College in Bakersfield, California. During World War II, she moved to Washington, D.C. and worked at the Pentagon in the Organization and Mobilization Department. Dorothy was married, had a child in 1943, and was divorced in 1946. In 1948, Charles died, and in 1951, Dorothy and her daughter moved back to the farm where they have lived ever since. Dorothy's two granddaughters continue to help out on the farm, raising and boarding horses.

Dorothy was the Gig Harbor 4-H leader for years, was the past President of the Artondale Cemetery, worked for 15 years at the V.A. Hospital in Tacoma, and continues to run the family farm.

#### Wagner Family II: Clifton and Lucy Wagner

In 1915, Clifton Wagner moved to Tacoma. In 1919 Clifton Wagner and Lucy Lee were married. The Wagner's had six children and lived on a farm near Puyallup growing berries, cherries, and hops. They lost the farm during the depression and in 1936 moved to Rocky Bay on the Peninsula near Minter Creek.

Lucy (Lee) Wagner's family had an even longer history in the area. Both sets of her grandparents moved to Pierce County, Washington in the 1800's. Page 507 through page 725 of the History of Pierce County reference this. Her grandparents on her mother's side arrived from Pennsylvania in 1869. Her grandparents on her father's side arrived in 1889. Lucy's father George was the superintendent for the labor department in the construction of Camp Lewis. During World War I he was responsible for 12,000 men. In 1921 George Lee formed the Pacific Stevedore Company.

After 1936, Clifton Wagner took a job with the WPA and worked on the Elgin-Clifton Road and built many of the area's stone structures including the buildings at Gig Harbor City Park. In 1942 the Wagners moved to the Allen Farm in Artondale where they lived and worked for many years. They sold produce to the Finholm Store and to the Uddenberg Store.

In 1942 Clifton purchased 80 acres near the Allen farm. From this property, the Wagners supplied cord wood to the Peninsula School District during World War II. They also sold alder to the Harmon Furniture Factory in Tacoma and cedar poles to the Peninsula Light Company.

Clifton also contracted public works projects, the most notable being clearing portions of the right-of-way for the Tacoma City Light power lines.

Clifton's son's Jack and Rodney both excelled in athletics at Gig Harbor High School. Jack lettered 3 years in football, 3 years in basketball, and 4 years in baseball. Rodney lettered 4 years in football, 3 years in basketball, and 3 years in baseball. Jack was the first professional athlete to come from Gig Harbor. He won the local Golden Gloves and went on to have a 20 - 4 - 2 professional middle weight career. Rodney went to Pacific Lutheran College on a football scholarship and played on an undefeated championship team.

Rodney remembers Russ Signer (owner of the Shell Station that is now the Milner Gallery) giving him 5 gallons of gas for every touch down he would score. Mr. Ortadow (owner of the restaurant that is now Mostly Books) would give him a hamburger and milkshake and the owner of the clothing store that was in the Gilich Building would give him a pair of socks for every touch down he would score.

Rodney and Jack picked berries in the summer from 6 a.m. to 6 p.m. for Charles Wagner. This was to get money for school clothes. In 1943 they converted a 1930 Dodge Sedan to carry cement boxes which they would fill with huckleberries. In a 24 hour period they would fill their cement boxes and haul 650 to 700 pounds of berries to the Kimball's Berry Cleaning Machine (located about where Burger King now sits) and get 14 cents per pound.

When the first Narrows Bridge fell, Rodney worked with Sig Uddenberg on the Point Fosdick to Titlow Beach ferry run. They worked on the Scansonia and the Defiance ferry boats which could move 32 cars per trip. When they would run out of starter fuses they would start the Fairbanks - Morse engines with cigarettes.

After serving in the Air Force in Korea, Rodney Wagner moved back to Gig Harbor. In 1956 he married Lita Seghieri. The Seghieri family, Italian immigrants, moved to Gig Harbor in 1929. Seghero Seghieri, Lita's father, worked at the Naval Shipyard in Bremerton until he retired in 1956. Seghero was one of the founders of the Peninsula State Bank, the primary bank on the peninsula until purchased by Puget Sound Bank which was then purchased by Key Bank.

Rodney and Lita had four children who still live in the area. Their youngest son Scott, with his wife Suzanne and their son's Haakon and Jacob, live on property below the Stroh's Feed Store, that has been in the family since the 1920's. Scott is extremely involved in the community, serving on the board of several organizations and helping out with many others.

The Wagner family has been involved with commercial fishing in Gig Harbor for many years. Rodney at one time was a part owner of the Barbara S. and the Memories, both purse seiners, and fished for many seasons. His son's Brent, Kurt, and Scott all fished for many years for the Ancich, Babich, Jerkovich, Lovrovich, and Tarabochia families.

The family has also participated in the local tug boat industry. Rod worked with Boyd Galligan and Boyd's father. Kurt and Scott also tugged for Manson and Foss.

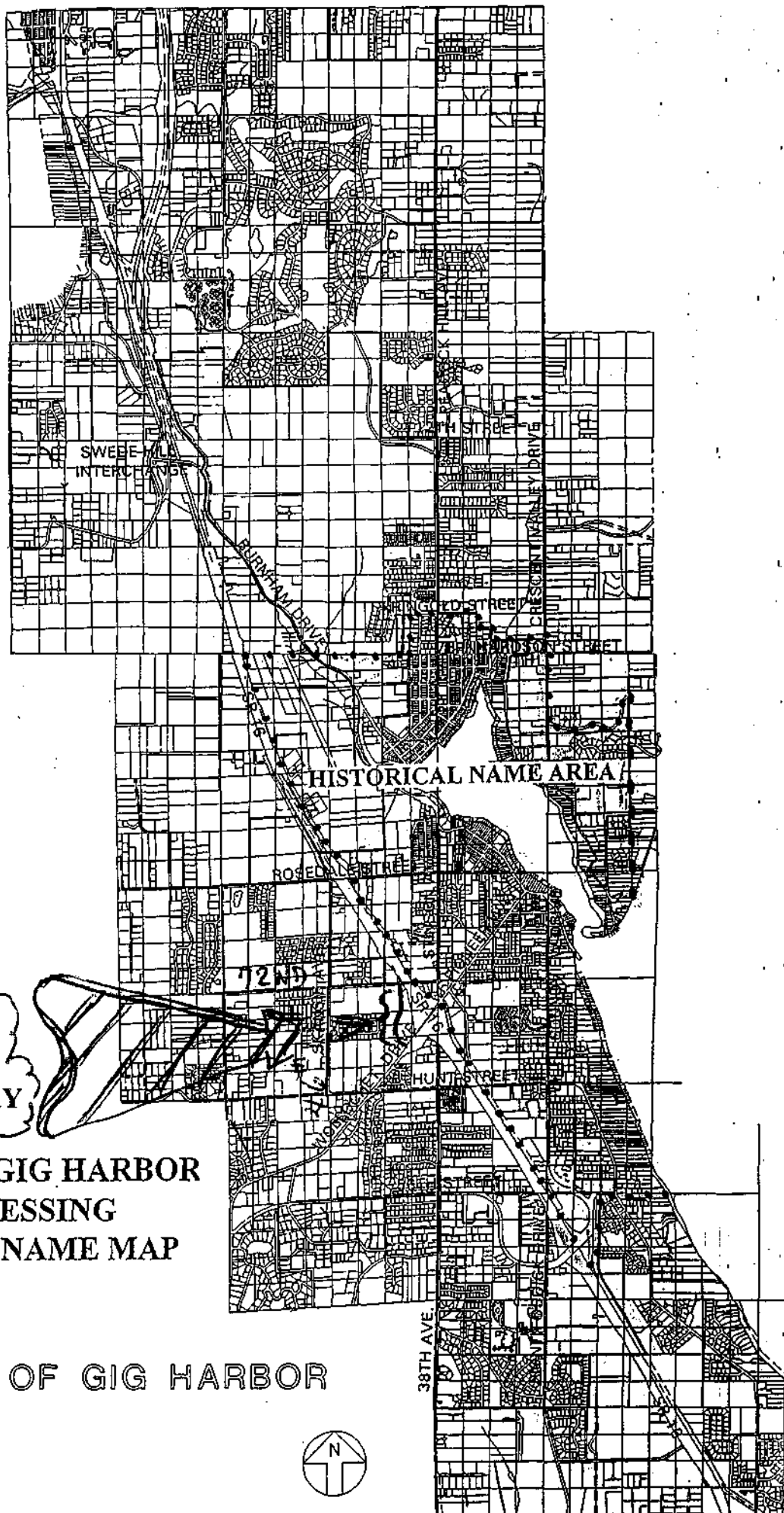
I hope that by writing this letter, I have been able to show that the Wagner name has been represented well in the Gig Harbor area for many years and is synonymous with honesty, integrity, and hard work. The Wagner's have been and will continue to be an integral part of this community.

Sincerely,



Scott Wagner

PS: I had a conversation with Glen Stenbak at Fire District #5. Glen indicated he had no problem with the street being named "Wagner Way" from an emergency vehicle response stand point.



41<sup>ST</sup> AVE  
or  
WAGNER WAY

**CITY OF GIG HARBOR  
ADDRESSING  
STREET NAME MAP**

CITY OF GIG HARBOR





City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

## Official List of Historical Names Possible New Street Names

- Rehn** ..... Helen and Harold Rehn  
"Harold operated the Chev. dealership when it was at Neptune's Court and built the present dealership on Pt. Fosdick; Helen was one of two teachers and later the principal at the Midway school during the 1920's."
- Shaw** ..... C.E. Shaw  
"known for his racing roosters and "Roosterville" and his printing press in which he promoted the racing roosters and such local promotions as the annual round rock contest."
- Makovich** ..... Lee Makovich  
"A Yugoslav immigrant pre-1900; one of founders of Peninsula Light Co.; general manager for Fishermen's Packing Corp, Anacortes; member of Gig Harbor School Board, and generally highly respected member of the community."
- Simpson** ..... Art Simpson  
"very early family, son Art still living in family home on Hunt and 38th"
- Watson** ..... ( ) Watson  
"early family, children grew up here"
- Domingo** ..... Domingo Skarponi  
"oldest son of very early Yugoslav Skarponi family; became well-known and well-respected ferry skipper, notably of the Defiance and the Skansonia"
- Monzingo** ..... ( ) Monzingo  
"one of Gig Harbor's early doctors; built own hospital on Soundview Dr.; many current retirees born at his hospital"
- Carlson** ..... Morris Carlson  
"A longtime ferryboat hand; family home a farm hear the region of the Northcreek Subdivision off of Skansie Ave."
- Sandin** ..... Erick Sandin  
"homesteaded ca. 1880, contemporary of the Hunt family on Soundview Dr.; Son George and brother Art worked on the local steamboats."

- McKee** ..... J.C. McKee  
 "owner of the meat market and commercial businesses located on site of present parking lot across from the Shoreline Restaurant and dock"
- Vinkenes** ..... Hans Vinkenes  
 "Norwegian immigrant of 1915, owner of the first Methodist parsonage 1925-73, career custodian for Union High School & Goodman Middle School (Harbor Ridge Middle School)"
- Boats** ..... Skansie Boats  
 "the Skansie brothers Peter, Andrew, Mitchell and Joseph, aside from being among the earliest of settlers from the Yugoslavian region, they started the Skansie Shipyard; and built the ferries: City of Steilacomm, Skansonia & Defiance"
- Young** ..... Rev. Fenimore Young  
 "In 1887 he was the first minister of Gig Harbor. He held worship services aboard the steamer, Isabel which was anchored in the middle of the harbor; those attending climbed up a rope ladder from their rowboats."
- Young** ..... ( ) Young  
 "Young's Landing was where the launching ramp on the east side of the harbor is now located. The first post office for the area surrounding Gig Harbor Bay was in the Young home, which was also a hotel and boarding house."
- Peyran** ..... P.H. Peyran  
 "He started Hollycroft Gardens in 1914; it took him 15 years to perfect an English variety of holly and at it's peak, Hollycroft Gardens included 20 acres."
- Seine** ..... Seine Net  
 "A large fishing net with floats along the top edge and weight along the bottom; used by Gig Harbor fishermen."
- Wroten** ..... Alex Wroten  
 "The Alex Wroten family arrived at the turn of the century and resided for three generations at the north end of the east side of the harbor; the road originally named for and by them has been renamed Crescent Valley Dr."
- Magoon** ..... Mrs. Ernest Magoon  
 "A resident at the head of the bay; she was a charter member of the Fortnightly Club in 1907"
- McDaniel** ..... Jess McDaniel  
 "Arriving circa 1915 and was a shingle weaver for the Austin Mill near Donkey Creek"
- Proctor** ..... Fred L. Proctor  
 "A farmer who arrived from the Dakotas before 1900. He and his wife Minnie purchased two lots from the Methodist Church and located on them. Daughter Myrtie attended the first Gig Harbor school and married Ernest Peacock."

on others. Helped build early Peninsula roads when they used horses to log the right-of-way. In 1957 he gave up fishing and went to work full time for the Pierce County Road Department."

**Howe** ..... Charles Homer Howe  
"In 1942, he became the second superintendent of the Peninsula School Dist., and spent the next 18 years building and consolidating schools in this area." His life was saved by Harold Rehn (listed above) after a seaplane accident which caused the loss of one arm.

**Waters** ..... Thaddeius Water  
"(1905-1993) Enlisted in the Union Army in 1882-captures at Chickamauga GA in 1863. Came to Gig Harbor in 1903. Active in the local unit of the GAR and published a book The Terrors of Rebel Prisons by an Old Andersonville Prisoner"

The above information was submitted by: The Peninsula Historical Society  
P.O. Box 744  
Gig Harbor, WA 98335

**Gilbert** ..... George "Dick" Gilbert  
"Mayor of Gig Harbor"

The above information was submitted by: Private parties (usually family members)



## INTEROFFICE MEMORANDUM

**DATE:** September 16, 1999

**TO:** Steve Bowman  
Building Official / Fire Marshal

**FROM:** Wes Hill, P.E. *Wes Hill*  
Public Works Director

**SUBJ:** Wagner Way

---

On September 8, 1999 I received a copy of a request from Mr. Scott Wagner to name the to-be-constructed street extending through Talmo, Inc., property west of SR-16 "Wagner Way." The street is being constructed as a public street for a curvilinear connection between Wollochet Drive on the south and 72nd Street (Hoover Road) on the north. The street will have a two-lane section with provisions for bicycles, pedestrians and a landscaped planter strip. The completed road will meander through wetlands, adjoin vegetated buffers, and will have both north-south and east-west oriented segments. In addition to providing access to the commercial development proposed in this area, the road will also provide access to a wetland trail system, including a public parking area.

Preliminary road plans submitted for review variously designated the proposed road as either "Street" or "Avenue," and sometimes both. For these reasons, applying the term "Way" as opposed to "Avenue" for a north-south orientation, or "Street" for an east-west orientation, is certainly supportable.

Mr. Wagner cites compelling historical associations that would support use of his family name on this roadway. In addition, his efforts have been instrumental in developing the curvilinear alignment and traffic calming section that is more consistent than the previous section and alignment with the "pedestrian" and "bicycle" friendly street features promoted both by the Design Manual and the Public Works Standards.

Obviously, the normal process for assigning a name would await completion of the street, this Department's approval for acceptance, and Council acceptance of the improvements for public maintenance. However, from this Department's perspective, I see no reason to delay a recommendation to the City Council to designate the new road "Wagner Way."

Please call me if there are any questions.



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: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: FIRST READING OF ORDINANCE - VARIANCES FROM PUBLIC WORKS STANDARDS**  
**DATE: SEPTEMBER 22, 1999**

#### **INTRODUCTION/BACKGROUND**

Development projects in the City are reviewed and inspected by the Public Works Department in accordance with the "City of Gig Harbor Public Works Standards" ("Standards"). The Standards were adopted by Council Resolution 403 in 1994, and formally included in the Gig Harbor Municipal Code in 1996 under Ordinance 712 (GHMC 12.16). As stated in the forward to the Standards, "The Public Works Standards are intended to preserve the natural beauty of the City of Gig harbor, the high quality of the city's systems that are currently in place, and to insure the continued high standards of the city's storm sewer, street, sanitary sewer, water, and parks and recreational facilities."

With the exception of the section covering location of driveways along City arterials (Section 2B.140.B.4), the Standards do not contain any variance provisions. In the past, staff has submitted requests for variance for the Councils consideration and determination.

Recently, two short plat applications were submitted with internal private street construction issues that staff believes point to the value of an administrative procedure for variance from the Standards. In one instance, a short plat is being proposed at the entrance to a previously platted 13-lot development that is served by a private road. The short plat would add two lots with access to the private road. The road is 18-ft. wide and does not include a sidewalk. Under Section 2B.070 the two new lots would need to have access from a City arterial, unless the private street were developed to public street standards from the arterial to and along the parcels' frontages. Topography makes connection from the arterial impractical, and existing private improvements along the private road, including the impact of a public turnaround makes conversion of the private street impractical as well.

In another instance, a short plat approved under the County's jurisdiction did not construct the required private access road prior to City annexation and construction of homes on the lots. Due to the number of lots that will eventually be served, the Standards require that a 24-ft. wide road, curb, gutter and sidewalk be constructed along the parcel's frontage. Unfortunately, utilities including a power vault, were previously constructed in the private easement that preclude a 24-ft. width construction without an expensive relocation or reconstruction of the vault. However, it has been determined that a 20-ft. road could be constructed without impacting the vault.

**MAYOR WILBERT AND CITY COUNCIL**

September 22, 1999

Page 2

In both instances variance provisions would have allowed the Department to resolve the issues as administrative rather than legislative matters.

**POLICY CONSIDERATIONS**

The Public Works Department is limited in its authority to vary from the Public Works Standards (Standards) except for driveway locations along City arterials. Presently, variance from the Standards requires Council authorization. Most public agencies with development review responsibilities include provisions to allow administrative determinations on requests for variance from the agency's public works design standards.

The proposed ordinance has guidelines for administrative consideration of variance proposals, and an appeal process.

**FISCAL CONSIDERATIONS**

The ordinance includes a nominal fee to compensate the Public Works Department for anticipated staff time for evaluating and responding to a variance request. By comparison, the standard fee for a variance request under the City's zoning code is \$450.

**RECOMMENDATION**

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

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR THE CONSTRUCTION OF TRANSPORTATION, STORM DRAINAGE, WATER AND SANITARY SEWER FACILITIES, ADOPTING CRITERIA FOR THE PUBLIC WORKS DIRECTOR'S APPROVAL OR DENIAL OF VARIANCES FROM SUCH STANDARDS, ADDING A NEW SECTION 1.160 TO THE GIG HARBOR PUBLIC WORKS STANDARDS, ADOPTED BY ORDINANCE NO. \_\_\_\_.

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WHEREAS, the City adopted public works standards for the construction of transportation, storm drainage, water and sanitary sewer facilities; and

WHEREAS, there are no provisions in the public works standards to allow the public works director to grant variances from strict compliance with the public works standards presenting a hardship to a property owner, such as properties involving unique topographic or site conditions; and

WHEREAS, the City Council desires to allow the public works director the flexibility to grant variances under these circumstances and others, where the granting of the variance will not amount to a special privilege and the City's standards for safety, function, appearance and economic maintenance are satisfied; now, therefore,

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

Section 1. A new section 1.160 is hereby added to the City of Gig Harbor Public Works Standards, as adopted by the City in Ordinance No. \_\_\_\_\_:

## 1.160 Variances

A. Submittal Requirements. A request for a variance from the Public Works Standards must be submitted in writing to the Director of Public Works for review. A complete application for a variance shall consist of:

1. Variance application.
2. Two (2)-sets of site plan.
3. A letter stating the variance requested, explaining the reasons for the requested variance, and addressing each of the criteria for approval.
4. A filing fee of \$200.

B. Processing. Because the technical nature of a variance request may require review by an outside consultant, variance requests shall not be processed under Title 19 of the Gig Harbor Municipal Code, and shall not be subject to the deadlines for issuance of a Notice of Final Decision in Title 19. However, a final decision on a variance shall issue within 14-days after a complete application is submitted to the City, or the Public Works Director will notify the applicant in writing of the cause for the delay.

C. Criteria for Approval. Variances from the public works standards may be granted by the Public Works Director if the applicant presents substantial evidence to demonstrate that all of the following criteria for approval are satisfied:

1. Strict compliance with the public works standards is undesirable or impractical because of extreme or unique conditions;
3. The proposed variation(s) are functionally equivalent to and are consistent with the intent of the Public Works Standards, and/or provide compensating benefits to the City and the public;
4. The proposed variation(s) are based on sound engineering judgment;
5. The proposed variation(s) have not been made necessary by actions of the applicant or property owner; and
6. Safety, function, appearance and economical maintenance requirements are met with the proposed variation(s).

- D. Final Decision. The Public Works Director shall issue his/her findings and conclusions on the variance in writing, and shall immediately provide a copy to the applicant as well as all persons requesting notification. If the application does not satisfy all of the above criteria, the Public Works Director shall deny the application. The Public Works Director has the authority to condition a variance to the extent necessary to address any engineering, public health, safety or welfare concerns.
- E. Appeals. An aggrieved party may appeal the final decision of the Public Works Director to the City Council. The City Council shall hold a public hearing on the appeal, as set forth in Chapter 19.06. Appeals of the City Council's decision may be filed in Superior Court within 21 days of issuance of the Notice of Decision.

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 an approved summary consisting of the title.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

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

of the City of Gig Harbor, Washington

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On the \_\_\_\_ day of \_\_\_\_\_, 199\_\_, 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:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS FOR THE CONSTRUCTION OF TRANSPORTATION, STORM DRAINAGE, WATER AND SANITARY SEWER FACILITIES, ADOPTING CRITERIA FOR THE PUBLIC WORKS DIRECTOR'S APPROVAL OR DENIAL OF VARIANCES FROM SUCH STANDARDS, ADDING A NEW SECTION 1.160 TO THE GIG HARBOR PUBLIC WORKS STANDARDS, WHICH WERE ADOPTED BY ORDINANCE NO. \_\_\_\_\_.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 199\_\_.

---

CITY CLERK, MOLLY TOWSLEE





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: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: NEWPARK TERRACE - SANITARY SEWER MAINTENANCE AGREEMENT**  
**DATE: SEPTEMBER 22, 1999**

#### **INTRODUCTION/BACKGROUND**

On May 5, 1995 the city contracted with the owners/developers of Newpark Terrace subdivision (located west of Reid Drive) to provide 27 ERU's of city water and sanitary sewer service. On September 9, 1996 Council authorized a contract amendment allowing payment of a fee in lieu of construction based on a pro-rata share of the estimated construction costs for a gravity sewer along Reid Drive from the subdivision to Pump Station 9 (Longacres pump station).

The subsequent developer elected to use individual grinder pumps to serve each lot with a common private pressure line rather than install the larger and deeper (more expensive) collection line necessary for a public gravity system. Under the provisions of GHMC Sections 13.24.060 and .070 owners of combined private sanitary sewers are required to indemnify the City from costs incident to building sewer construction, and to execute an agreement between the property owners to ensure mutual maintenance and access for repair purposes.

The City Attorney has prepared the attached "Sanitary Sewer Facilities Maintenance Agreement and Restrictive Covenant" to address the GHMC requirements relative to the specific features of the private sanitary sewer system serving this plat. The agreement has been executed by the current owner/developer.

Council authorization is requested to execute the agreement.

#### **POLICY CONSIDERATIONS**

The attached "Sanitary Sewer Facilities Maintenance Agreement and Restrictive Covenant" provides the protections and requirements set forth in GHMC Sections 13.24.060 and .070 for common private sewer facilities such as has been installed to serve the plat of Newpark Terrace.

#### **FISCAL CONSIDERATIONS**

The agreement includes provisions for reimbursement of expenses incurred by the City upon failure of the owner(s) to maintain the private sanitary sewer system.

#### **RECOMMENDATION**

I recommend Council authorize execution of the attached "Sanitary Sewer Facilities Maintenance Agreement and Restrictive Covenant" for the common private sanitary sewer facilities in the plat of Newpark Terrace.

**SANITARY SEWER FACILITIES MAINTENANCE  
AGREEMENT AND RESTRICTIVE COVENANT**

This Sanitary Sewer Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_\_ day of \_\_\_\_\_, 1999, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Vision Investments, LLC, residing at 2722 214<sup>th</sup> Avenue East, Sumner, Washington 98390 (hereinafter the "Declarant").

**RECITALS**

WHEREAS, Declarant is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Plat of Newpark Terrace, a 21-lot subdivision, including parcels A, B, and C, (hereinafter the "Property") and legally described in Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Declarant's proposed development of the Property, the City has required and the Declarant has constructed a private sanitary sewer system on the Property; and

WHEREAS, such sanitary sewer system is described and shown on a construction drawing(s) prepared by the engineering firm of Eaton Engineering, Inc., dated July 1999 (hereinafter the "Plans"), for the Declarant's Property, a copy of which is attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, as a condition of project approval, and/or due to the nature of the development, the sanitary sewer system on the Property is private, and will not be the responsibility of and/or owned, operated and maintained by the City; and

WHEREAS, as a result of said private ownership and responsibility for operation and maintenance, including repair, rehabilitation, replacement, alterations and/or modifications, the parties have entered in to this Maintenance Agreement and Restrictive Covenant, in order to ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with the approved Plans and all applicable rules and regulations;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Declarant and the City hereby agree as follows:

**TERMS**

Section 1. Property Subject to Covenants. The real property which is now subject to the provisions of this Covenant is the real property within the plat of Newpark Terrace, as legally described in Exhibit A.

Section 2. Definitions. As used in this instrument:

A. The word "plat" refers to the Plat of Newpark Terrace, and any other plat or plats, including short plats, covering all real property which may hereafter be made subject to the provisions of this instrument by a written instrument signed by the Declarant, its successors and assigns, in accordance with Sections 6, 7, and 12 below.

B. The word "lot" refers to a lot shown on any plat defined herein, but shall not include any parcel designated as a "tract" on a plat. "Lot" shall include any parcel of land which is separately subjected to this instrument without having been subdivided into two or more parcels by a plat recorded subsequent to the recording of this instrument.

C. The word "Owner" or "Owners" refers to the entity, whether an individual, corporation, joint venture or partnership which is an owner in fee simple or of a substantial beneficial interest (except for mineral estate) in all or any portion of the property in the Plat. A "substantial beneficial interest" shall include both legal and equitable interests in the property.

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

Section 3. Maintenance Obligations. The Declarant, its successors, assigns and/or Owners of an after-acquired interest in the property hereby covenant and agree that they are jointly and severally responsible for the installation, operation, perpetual maintenance, of a sanitary sewer system on the Property, as shown on the Plans attached hereto as Exhibit B. The sanitary sewer system shall be operated, maintained and preserved by the Owner in accordance with the Plans and all applicable ordinances, codes, rules and regulations. The sanitary sewer system shall be preserved in conformance with the Plans until such time as all parties to this Covenant, including the City, agree in writing that the sanitary sewer system should be altered in some manner or eliminated. In the event the sanitary sewer system is eliminated as provided hereinabove, the Owner shall be relieved of operation and maintenance responsibilities. No such elimination of the sanitary sewer system will be allowed prior to the Public Works Director's written approval.

Section 4. Notice to City. The Declarant shall obtain written approval from the Director prior to performing any alterations or modifications to the sanitary sewer system. No part of the sanitary sewer system shall be dismantled, revised, altered or removed, except as necessary for maintenance, including repair, rehabilitation, replacement, alterations, and/or other modifications, except as provided hereinabove.

Section 5. Access. The City shall have the right to ingress and egress over those portions of the Property described in Exhibit A in order to access the sanitary sewer system for inspection and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations.

Section 6. Assignment to an Owners' Association. In the event that an Owners' Association is formed under a Declaration of Covenants, Conditions and Restrictions which includes all of the property in Exhibit A, the Declarant and/or Owners may assign responsibility for installation and perpetual maintenance of the sanitary sewer system to such Owners' Association for so long as the Owners' Association remains in existence and upon the conditions that the Owners' Association assumes all of the obligations, liabilities, covenants and agreements of the Declarant under this Covenant. Such assignment of the Declarant's or Owner's obligations shall be in a duly executed instrument in recordable form, and for so long as such assignment remains effective, the Declarant shall have no further responsibility or liability under this Covenant.

Section 7. Conveyances. In the event the Declarant or any Owner shall convey its substantial beneficial or fee interest in any property contained in the Plat, the conveying Owner shall be free from all liabilities respecting the performance of the restrictions, covenants and conditions in this Covenant; PROVIDED, HOWEVER, that the conveying Declarant or Owner shall remain liable for any acts or omissions during such Declarant or Owner's period of ownership of any property in the Plat.

Section 8. Rights of the City of Gig Harbor.

A. Execution of this Covenant shall not affect the City of Gig Harbor's present or future interest or use of any public or private sanitary sewer system. If the City determines that maintenance is required for the sanitary sewer system, and/or there is/are illegal connection(s) to or discharges into the sanitary sewer system, the Public Works Director or his/her designee shall give notice to the Declarant or Owner(s) of the specific maintenance and/or changes required, and the basis for said required maintenance and/or changes. The Director shall also set a reasonable time in which the Declarant or Owner(s) shall perform such work. If the maintenance required by the Director are not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the Owner and/or owner(s), stating the City's intention to perform such maintenance, and such work will not commence until at least five (5)-days after such notice is mailed, except in situations of emergency. If, at the sole discretion of the Director, there exists an imminent or present danger to the sanitary sewer system, the City's facilities or the public health and safety, such five (5)-day period will be waived, and the necessary maintenance will begin immediately.

B. In order to assure the proper maintenance of the sanitary sewer system identified in Exhibit B, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the Declarant or Owner(s) fail to do so, and such failure continues for more than five (5)-days after written notice of the failure is sent to the responsible parties. However, no notice shall be required in the event that the City of Gig Harbor determines that an emergency situation exists in which damage to person or property may result if the situation is not remedied prior to the time required for notice.

C. If the City provides notice in writing, but the Declarant, Owner or Owners' Association fails or refuses to perform any maintenance or operational duties as requested by the City, the City's employees, officials, agents or representatives may enter the property and undertake the necessary maintenance, repair or operational duties to the City's satisfaction. The City's ability to enforce this provision is subject further to the City's right to impose materialmen's and/or laborer's liens and to foreclose upon any and all properties owned by the Declarant and Owner(s).

D. If the City exercises its rights under this Section, then the Declarant, Owner(s) or Owners' Association shall reimburse the City on demand for all reasonable and necessary expenses incurred incident thereto. In addition, the City is hereby given the right, power and authority acting in the name of the Owner's Association to exercise and enforce on behalf of the Association and at the Association's cost, the assessment of dues and charges for such costs and to enforce the Association's lien right for any assessments, due and charges as herein specified. The City shall also be permitted to collect the costs of administration and enforcement through the lien attachment and collection process as is permitted under RCW 35.67, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the Declarant, Owners or Owner's Association, after the written notice described in Section 8A above, fails or refuses to perform the necessary maintenance, repair, replacement or modifications, the City may enjoin, abate or remedy such breach or continuation of such breach by appropriate proceedings, and may bring an action against the violator for penalties under the Gig Harbor Municipal Code.

Section 10. Indemnification of City. The Declarant and/or Owners agree to defend, indemnify and hold harmless the City of Gig Harbor, its officials, officers, employees and agents, for any and all claims, demands, actions, injuries, losses, damages, costs or liabilities of any kind or amount whatsoever, whether known or unknown, foreseen or unforeseen, fixed or contingent, liquidated or unliquidated, arising from an alleged defect in the design of the sanitary sewer system as installed by the Declarant, or arising by reason of any omission or performance under this Agreement by the Declarant, its successors and assigns, and/or Owners or Owners' Association, of any of the obligations hereunder.

Section 11. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 12. Terms Run with the Property. The promises, conditions, covenants and restrictions contained herein shall constitute a covenant or equitable servitude, the burden and benefit of which shall run with the land and bind successive owners with equitable or legal interests in the property. Accordingly, by its acceptance of a deed or other instrument vesting a substantial beneficial interest in all or any portion of the property of the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Covenant shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Plat.

Section 13. Notice. All notices require or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt on three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:

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

To the Declarant:

NANCY SPENCER  
2722 214 AVE EAST  
SUMNER WA 98390

Section 14. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 15. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 16. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce county Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 17. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and covenant to be executed this 10<sup>th</sup> day of September, 1999.

**THE CITY OF GIG HARBOR**

**DECLARANT**

By: \_\_\_\_\_  
Its

By: [Signature]  
Its MANAGER

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

I certify that I know or have satisfactory evidence that Nancy T. Spencer 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 Manager of Vision Investments LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 9-18-99



Linda M. Gratzner  
Notary Public in and for the  
State of Washington,  
~~Title~~ Residing at Tacoma  
My appointment expires: 9-14-2002

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF P I E R C E )

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 \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT A  
PLAT OF NEWPARK TERRACE

LEGAL DESCRIPTION:

PARCEL A:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 88°35'36" EAST 250 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 33°40'22" WEST A DISTANCE OF 153.99 FEET; THENCE NORTH 18°23'29" EAST A DISTANCE OF 46.84 FEET TO A CURVE WITH A RADIUS OF 50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 81.47 FEET; THENCE NORTH 68°15'20" WEST 52.87 FEET; THENCE NORTH 26°01'03" WEST 123.89 FEET; THENCE NORTH 89°16'02" EAST 129 FEET; THENCE NORTH 66°16'02" EAST 104.50 FEET; THENCE SOUTH 23°26'33" EAST 66.00 FEET; THENCE NORTH 66°45'21" EAST 160.93 FEET; THENCE NORTH 55°36'24" EAST 108.93 FEET; THENCE SOUTH 23°57'28" EAST 22.51 FEET; THENCE SOUTH 40°07'20" EAST 14.00 FEET; THENCE SOUTH 31°44'23" EAST 172.82 FEET; THENCE SOUTH 40°43'39" EAST 146.23 FEET. THENCE SOUTH 01°24'04" EAST 175.71 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF THE SOUTHEAST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 88°35'36" WEST 491.63 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION OF THE SOUTHEAST QUARTER OF SAID SECTION 17 DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWESTERLY CORNER OF LOT 20, RUSHMORE, ACCORDING TO PLAT RECORDED IN BOOK 30 OF PLATS AT PAGES 55 TO 58, INCLUSIVE, IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 55°36'24" EAST ALONG THE SOUTHERLY LINE OF SAID LOT 20, 108.93 FEET TO THE SOUTHEAST CORNER OF SAID LOT 20; THENCE SOUTH 23°57'28" EAST 22.51 FEET; THENCE SOUTH 40°07'20" EAST 14.00 FEET; THENCE SOUTH 55°36'24" WEST PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT 20 TO INTERSECT A LINE THAT IS SOUTH 21°13'58" EAST FROM THE POINT OF BEGINNING; THENCE NORTH 21°13'58" WEST TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER AUDITOR'S NO. 2411687.

TOGETHER WITH THAT PORTION OF 25TH AVE. N.W. VACATED BY P.C. ORDINANCE NO. \_\_\_\_\_

PARCEL B:

COMMENCING AT THE SOUTHEASTERLY CORNER OF LOT 40, RUSHMORE, ACCORDING TO PLAT RECORDED IN BOOK 30 OF PLATS AT PAGES 55 TO 58, INCLUSIVE, IN PIERCE COUNTY, WASHINGTON, SAID SOUTHEAST CORNER ALSO BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIBED PARCEL OF LAND. THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 40, SOUTH 55°36'24" WEST 124.33 FEET TO A POINT ON THE ARC OF A 50 FOOT RADIUS TURN AROUND. SAID TURN AROUND BEING RECORDED UNDER AUDITOR'S NO. 2411687, SAID POINT BEARS NORTH 20°40'41" EAST 50 FEET FROM THE RADIUS OF SAID TURNAROUND. THENCE THROUGH A CURVE TO THE RIGHT ALONG THE ARC OF SAID TURNAROUND FOR AN ARC DISTANCE OF 236.99 FEET TO THE SOUTHEASTERLY CORNER OF LOT 34 OF SAID RECORDED PLAT, SAID SOUTHEASTERLY CORNER BEARS NORTH 67°45'19" WEST 50 FEET FROM THE RADIUS POINT OF SAID TURNAROUND. THENCE ALONG THE SOUTHEASTERLY LINE OF SAID LOT 34, SOUTH 55°18'16" WEST 108.82 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT 34; THENCE SOUTH 31°44'23" EAST 172.82 FEET. THENCE NORTH 55°36'24" EAST 309.63 FEET TO A POINT ON THE WESTERLY RIGHT OF WAY LINE OF JOHN REID COUNTY ROAD. THENCE ALONG SAID RIGHT OF WAY LINE NORTH 34°23'36" WEST 160.00 FEET TO THE POINT OF BEGINNING.

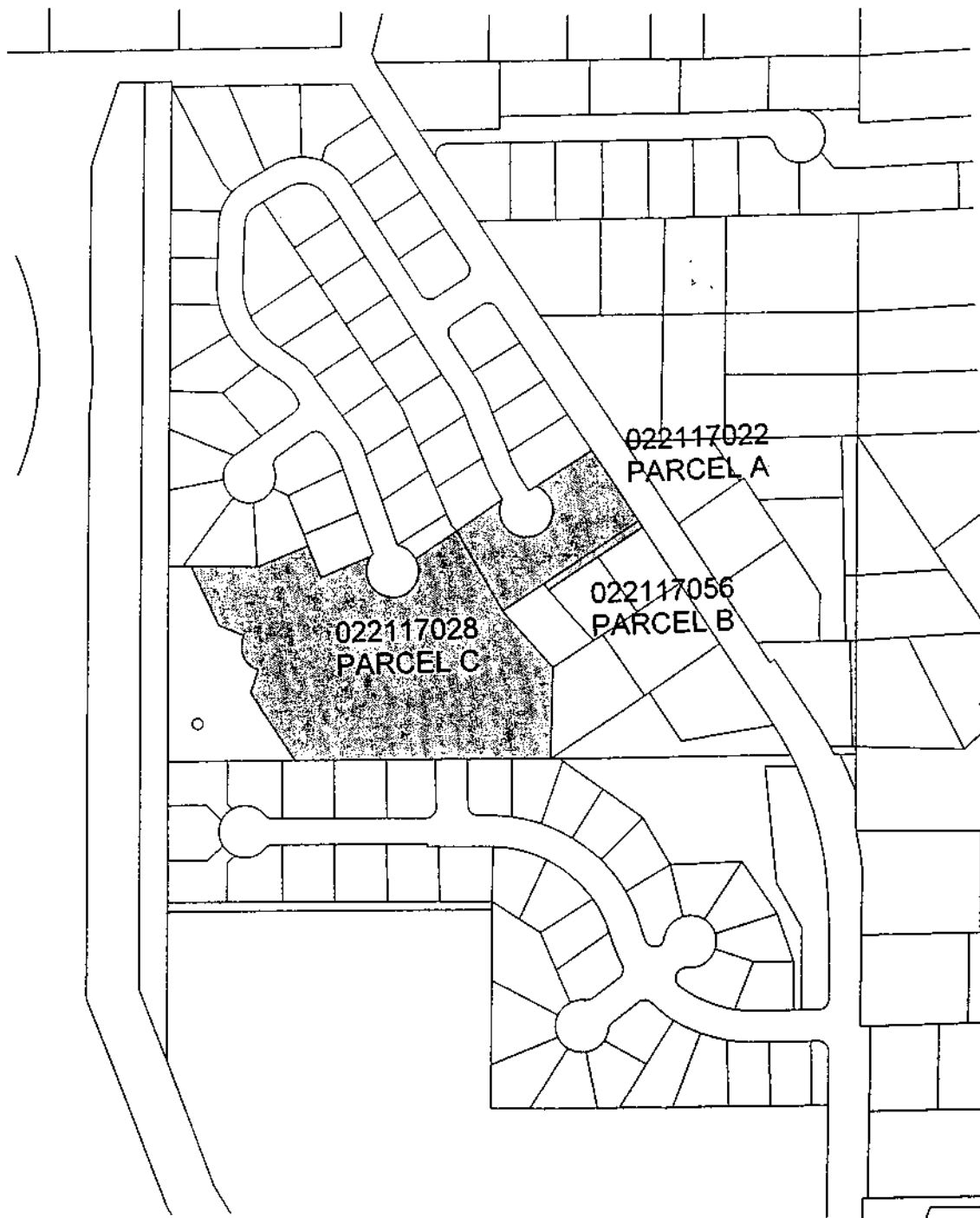
TOGETHER WITH THAT PORTION OF 24TH AVE. N.W. VACATED BY P.C. ORDINANCE NO. \_\_\_\_\_

PARCEL C:

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION NORTH 88°35'56" EAST 741.63 FEET; THENCE NORTH 01°24'04" WEST 175.71 FEET; THENCE NORTH 40°43'29" WEST 146.23 FEET; THENCE NORTH 55°36'24" EAST 91.37 FEET BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 55°36'24" EAST 218.65 FEET TO THE WESTERLY LINE OF REID DRIVE NORTHWEST; THENCE SOUTH 33°59'46" EAST 15 FEET; THENCE SOUTH 55°36'24" WEST 216.5 FEET; THENCE NORTH 41°51'58" WEST 15 FEET TO THE POINT OF BEGINNING.



**EXHIBIT A  
PLAT OF NEWPARK TERRACE**





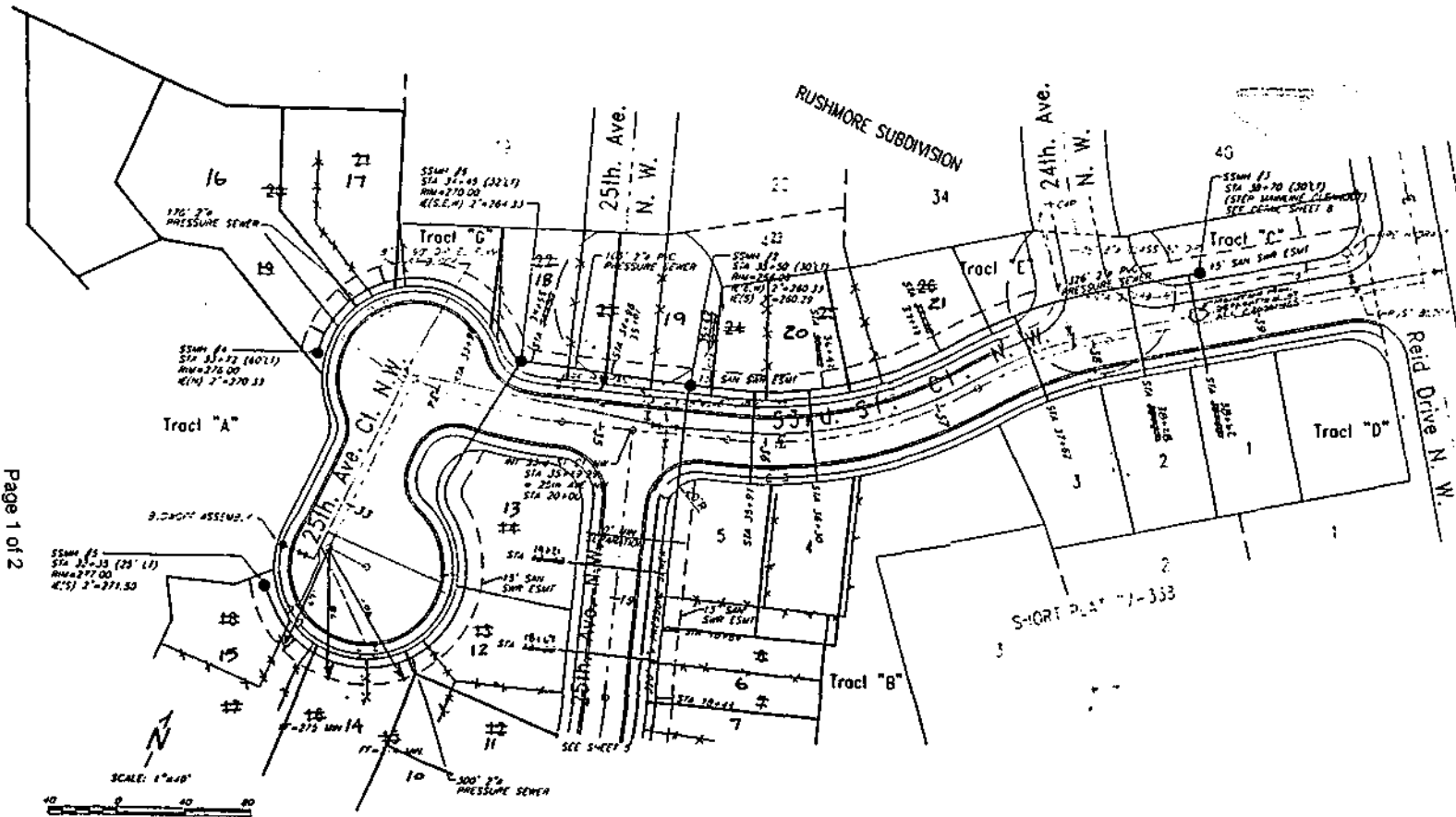


EXHIBIT B  
PLAT OF NEWPARK TERRACE

PLAT OF NEWPARK TERRACE  
 SECTION 5, TOWNSHIP 20 NORTH, RANGE 5 EAST, W.M.  
 PRIVATE  
 SANITARY SEWER  
 PIERCE COUNTY, WASHINGTON  
 PARCEL NO.'S 022117-4028, 022117-4024





*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: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: STREET SWEEPER PURCHASE**  
**DATE: SEPTEMBER 21, 1999**

*Wes Hill*

#### **INTRODUCTION/BACKGROUND**

Replacement of the City's 1994 Timco street sweeper was budgeted for 1999. While the street sweeper is adequate for routine sweeping of light debris, it has limited capabilities for picking up matted leaves, larger tree litter, rocks, and other debris. In addition, the sweeper has an effective operating speed in the 3 to 5-mph range.

The sweeper's limitations have become increasingly obvious subsequent to the annexations in 1995, 1997, and earlier this year. These annexations have added considerable mileage to City streets, with associated increases in tree-related and other debris. Multiple passes of the street sweeper have not been able to remove one week's accumulation of tree litter and debris, and the sweeper's slow operating speed has created traffic control and safety issues on the more heavily traveled and higher speed arterials. Last month, a water main break on Rosedale Street caused a plume of dirt and small rocks on Stinson Avenue. The City's sweeper was unable to remove the debris, and a rental sweeper had to be brought in causing several hours delay in restoring the driving lanes to passable condition.

Department staff evaluated six street sweepers. Based on performance, and operational features including visibility for the driver, noise levels, and ease of use, the Johnston 4000 street sweeper was the clear choice. This unit is available for purchase through the State of Oregon Department of Administrative Services under an August 11, 1998 joint purchasing agreement with the State of Washington's Office of State Procurement (Department of General Administration). Under this agreement, the City as a member of the State of Washington purchasing cooperative is able to purchase from contracts awarded by the Department of Administrative Services (DAS). The DAS advertised for bids and awarded a contract for purchase of rear high-dump, self-propelled, mechanical type street sweepers to Pacific Utility Equipment Company of Portland, Oregon, for the Johnston 4000.

Council authorization is being requested to purchase rather than lease the new sweeper, and to execute a change order to modify the sweeper for City use.

#### **POLICY CONSIDERATIONS**

The City has renewed the annual agreement with the Office of State Procurement that allows purchase from State bids by local agencies subject to payment of an administrative fee. The State of Washington Office of State Procurement has an agreement with the State of Oregon Department of Administrative Services (DAS) allowing purchase by local agencies (having annual agreements with the Office of State Procurement) to purchase from contracts awarded by DAS that are designated as available to outside agencies. The State of Oregon advertised (Bid

**MAYOR WILBERT AND CITY COUNCIL**

September 21, 1999

Page 2

No. 73400144 98), received bids, and awarded a contract for furnishing street sweepers to Pacific Utility Equipment Company based on its bid for the Johnston 4000 street sweeper. The contract is valid through February 7, 2000.

**FISCAL CONSIDERATIONS**

The purchase price of the street sweeper is \$139,253, including State sales tax. The purchase was included in the budget as a five-year lease/purchase anticipating that the purchase price for the specified unit would be in the \$180,000 range. Funds are available for the purchase. The anticipated usage of the sweeper by fund is 5% parks, 50% streets, 30% water, and 15% storm sewer.

**RECOMMENDATION**

I recommend Council authorize purchase of a Johnston 4000 street sweeper from Pacific Utility Equipment Company under State of Oregon Department of Administrative Services, PA No. 8451, and August 11, 1999 Interstate Compact Between Washington and Oregon, in the amount of their base bid of one-hundred twenty-two thousand ninety-three dollars and no cents (\$122,093.00), plus State sales tax and administrative fee for the Office of State Procurement.

I also recommend Council authorize execution by the Public Works Director of a change order with Pacific Utility Equipment Company in the amount of \$6,845 (excluding State sales tax and fee) for safety and functional features for a revised total price of one-hundred twenty-eight thousand nine hundred thirty-eight dollars and no cents (\$128,938.00) plus State sales tax and administrative fee for the Office of State Procurement.

CITY OF GIG HARBOR  
PUBLIC WORKS DEPARTMENT

Sheet <u>1</u> of <u>2</u> Date <u>07/ 19/ 99</u>	<h2 style="margin: 0;">CHANGE ORDER</h2>	Change Order Number <u>01</u>
<input 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.	CONTRACT NO.: <u>N/A</u> State of Oregon, Dept. of Admin. Services Purchasing Division, PA No. 8451 (Bid No. 73400144 98)	
ENDORSED BY: <u>Pacific Utility Equipment Co.</u> <small>COMPANY NAME</small>  <small>SIGNATURE</small> <u>9-22-99</u> <small>DATE</small> TITLE: <u>OPERATIONS MANAGER</u>	TO: Pacific Utility Equipment Co. P.O. Box 23009 Portland, Ore. 97281	
Consent Given by Surety (When required): BY: _____ <small>ATTORNEY IN-FACT</small> <span style="margin-left: 150px;"><small>DATE</small></span>		

**DESCRIPTION OF WORK**

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

Furnish and install the following on the Johnston 4000 street sweeper to be delivered to the City no later than December 31, 1999.

Part No.	Item Description	Cost
319164	Elevator Assbly.m 2-pc. Bottom 11 squeegee.	\$1,980
310610	Elevator, Adjustable height.	310
319075	GB Tilt Broom, Right single.	1,160
318904	Arrowstick.	875
316745	Beacon.	260
302523	Limb guard, Cab-mounted	130
	Triple pump option	<u>2,130</u>
	<b>SUBTOTAL</b>	<b>\$6,845</b>

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

ORIGINAL CONTRACT AMOUNT \$ <u>122,093.00</u>	CURRENT CONTRACT AMOUNT \$ <u>122,093.00</u>	NET CHANGE THIS ORDER \$ <u>6,845.00</u>	CONTRACT TOTAL AFTER CHANGE \$ <u>128,938.00</u>
<input type="checkbox"/> APPROVAL RECOMMENDED:		<input type="checkbox"/> APPROVED:	
_____ <small>PUBLIC WORKS DIRECTOR</small>		_____ <small>DATE</small>	

Note: Amounts exclude applicable Washington State Sales Tax. The City will pay the State Department of Revenue applicable Washington State Sales Tax.



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: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: GENERATOR PURCHASE FOR WASTEWATER TREATMENT PLANT**  
**DATE: SEPTEMBER 21, 1999**

#### **INTRODUCTION/BACKGROUND**

Backup power for the City's wastewater treatment plant (WWTP) and the main pump station for sewage flow to the WWTP, pump station (PS) 3, is provided by two generators located at the WWTP. An 80 KW Onan generator was installed with the 1987 WWTP upgrade, and provides backup power for the WWTP's critical operational components for short duration power outages. A larger generator is needed to provide power for the WWTP components that become critical for power outages exceeding 12 to 24 hours. A 125 KW ILI generator originally installed during construction of the WWTP in 1973 now provides emergency power for two of the three 40-hp pumps in PS 3. It has insufficient capacity for the larger pumps that will be installed with the new pump station 3A. This generator has become increasingly difficult and expensive to maintain due to its age.

Several different scenarios have been evaluated for the new emergency power generation capabilities. The preferred location for PS 3A was just north of the access road to the WWTP, and a single emergency generator was assumed for both the pump station and the WWTP. Construction cost considerations have eliminated the WWTP site as a preferred location for PS 3A, and a new site opposite the existing PS 3 on Harborview Drive has been selected. Initially a separate generator was assumed for this location to minimize the risk and cost of a separate power supply extending from the WWTP to the new site. However, insufficient right-of-way is available for the new pump station (and support facilities), and additional easement area will need to be purchased. Due to the size of the generator and need for associated screening (concealment), a combined generator capability at the WWTP has been determined the best current option to minimize the amount of area required for the new pump station.

The engineering consultants for the WWTP and new pump station have conducted a detailed load analysis and determined that a generator capacity just under 600 KW will be necessary to serve the current needs of the WWTP and the new pump station. Staff has explored with the engineering consultants options for reducing the power requirements including soft starts, variable frequency drives (VFD's), energy efficient motors, and staggered starts with manual or automated control. Obviously, timing and additional capital costs are issues arising from some of the options considered. The 600 KW loading assumes that some of the larger motors will be operated manually to minimize power requirements.

Based on current and anticipated loads (with the assumption that energy efficient motors will eventually replace current motors, and that future improvements will include energy efficient motors, and provide soft starts and/or VFD's for current and new motors), and the incremental



**MAYOR WILBERT AND CITY COUNCIL**

**September 21, 1999**

**Page 2**

cost for additional backup power generation capabilities, an 800 KW generator has been recommended by the City's consultants.

This is considerably larger than the 400 to 500 KW unit initially envisioned. Peninsula Light Company was contacted to determine whether there was an opportunity for shared capital and operational costs by using the generator in a more continuous mode to offset peak loads in the Peninsula Light system. An analysis by their consultant has indicated that there are insufficient economies to support use of the generator for reducing peak loads due to extended operational requirements and associated costs.

An 800 KW emergency generator is available under an equipment purchase contract awarded by the State of Washington's Office of State Procurement. Council authorization is being requested to purchase the 800-KW generator under the State bid through the City's purchasing agreement with the Office of State Procurement.

**POLICY/FISCAL CONSIDERATIONS**

The City has renewed the annual agreement with the Office of State Procurement that allows purchase from State bids by local agencies subject to payment of an administrative fee. The purchase price of the 800 KW generator is \$139,046.78, including State sales tax. Funds are available for the purchase.

**RECOMMENDATION**

I recommend Council authorize purchase of an Onan 800 KW skid-mount, emergency generator from Cummins Northwest, Inc., of Renton, Washington under Office of State Procurement Contract No. 04899, in the amount of their bid of one-hundred thirty-nine thousand forty-six dollars and seventy-eight cents (\$139,046.78), including State sales tax.



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

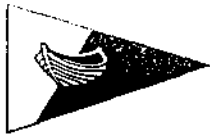
**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE** MB  
**SUBJECT: AUGUST INFORMATION FROM PD**  
**DATE: SEPTEMBER 15, 1999**

The August 1999 activity statistics are attached for your review.

The Reserves worked 233 hours of patrol in August. Several of the Reserve Officers also attended a tour and orientation of the state crime lab.

The Marine Services Unit provided 80.5 hours of patrol time, 5 hours of maintenance, and 1 administrative hour. They were dispatched to 10 calls, provided 7 boater assists, 41 marine inspections, and assisted with 1 search and rescue operation.

The Explorers volunteered 24 hours of service in August. This time was spent in regular meetings and assisting at the Peacock Theater.



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

**GIG HARBOR POLICE DEPARTMENT**

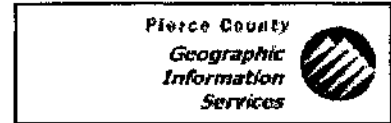
**MONTHLY ACTIVITY REPORT**

August 1999

	<u>AUG</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	446	3240	3352	- 03
CRIMINAL TRAFFIC	23	159	176	- 09
TRAFFIC INFRACTIONS	93	726	718	+ 01
DUI ARRESTS	5	40	79	- 49
FELONY ARRESTS	13	45	55	- 18
MISDEMEANOR ARRESTS	13	175	122	+ 43
WARRANT ARRESTS	8	78	78	0
CASE REPORTS	125	868	928	- 06
REPORTABLE VEHICLE ACCIDENTS	18	114	108	+ 05



# PIERCE Responder SYSTEM



**Schools available for this demonstration: Puyallup High School Curtis Senior High Curtis Junior High**

HIGH SCHOOLS	JR HIGH	COLLEGES	PRIVATE	ELEMENTARY
BETHEL HIGH SCHOOL	AYLEN JUNIOR HIGH	BATES VOCATIONAL TECHNICAL COLLEGE	ALL SAINTS SCHOOL	AVI SCHOOL
CHALLENGER HIGH	BAKER MIDDLE SCHOOL	EVERGREEN STATE COLLEGE	ANNIE WRIGHT SCHOOL	ANDERSON ISLAND ELEMENTARY
CLOVER PARK HIGH SCHOOL	BALLOU JUNIOR HIGH	LESLEY COLLEGE	BELLARMINE PREPARATORY SCHOOL	ARLINGTON ELEMENTARY SCHOOL
COLLINS HIGH SCHOOL	BETHEL JUNIOR HIGH	MEDICINE CREEK TRIBAL COLLEGE	CASCADE CHRISTIAN SCH/CHILDCARE	ARTONDALE ELEMENTARY SCHOOL
CURTIS SENIOR HIGH	CEDARCREST JUNIOR HIGH	PIERCE COLLEGE	CENTRAL LUTHERAN CHRISTIAN SCHOOL	BEACHWOOD ELEMENTARY SCHOOL
EATONVILLE HIGH SCHOOL	CURTIS JUNIOR HIGH	PIERCE COLLEGE	CHARLES WRIGHT ACADEMY	BIRNEY ELEMENTARY
FIFE HIGH SCHOOL	EATONVILLE MIDDLE SCHOOL	TACOMA COMMUNITY COLLEGE	CHRISTIAN BROTHERHOOD ACADEMY	BONNEY LAKE ELEMENTARY
FRANKLIN PIERCE HIGH SCHOOL	EDGEMONT JUNIOR HIGH	TACOMA COMMUNITY COLLEGE	CONCORDIA LUTHERAN SCHOOL	BOZE ELEMENTARY SCHOOL
GIG HARBOR HIGH	FERRUCCI JUNIOR HIGH	WASHINGTON BAPTIST TEACHERS COLLEGE	ELK PLAIN SCHOOL OF CHOICE	BROOKDALE ELEMENTARY
GOVERNOR JOHN ROGERS HIGH	FRONTIER JUNIOR HIGH	NORTHWEST BAPTIST SEMINARY	FAITH LUTHERAN SCHOOL	BROWNS POINT ELEMENTARY
HENDERSON BAY ALTERNATIVE HIGH	GAULT MIDDLE SCHOOL	BATES TECHNICAL COLLEGE	GIG HARBOR CHRISTIAN SCHOOL	BRYANT ELEMENTARY
HENRY FOSS SENIOR HIGH SCHOOL	GOODMAN MIDDLE SCHOOL	CLOVER PARK TECHNICAL	GOOD SAMARITAN SCHOOL	CAMAS PRAIRIE ELEMENTARY
LAKES HIGH SCHOOL	GRAY MIDDLE SCHOOL	CITY UNIVERSITY	GWEN E JOHNSON SCHOOL OF LEARNING	CARBONADO ELEMENTARY SCHOOL
LINCOLN HIGH SCHOOL	HARBOR RIDGE MIDDLE SCHOOL	PACIFIC LUTHERAN UNIVERSITY	HARBOR MONTESSORI SCHOOL	CARTER LAKE ELEMENTARY
MOUNT TAHOMA HIGH SCHOOL	HUDTLOFF JUNIOR HIGH	SEATTLE UNIVERSITY SCHOOL OF LAW	HERITAGE CHRISTIAN SCHOOL	CENTENNIAL ELEMENTARY
ORTING SENIOR HIGH	HUNT MIDDLE SCHOOL	UNIVERSITY OF PUGET SOUND	HOLY ROSARY SCHOOL	CENTRAL AVENUE ELEMENTARY
PENINSULA HIGH SCHOOL	IVA ALICE MANN JUNIOR HIGH	UNIVERSITY OF WASHINGTON	LAKEWOOD LUTHERAN SCHOOL	CHAMBERS ELEMENTARY
PUYALLUP HIGH SCHOOL	JASON LEE MIDDLE SCHOOL		LIFE CHRISTIAN SCHOOL	CHERRYDALE ELEMENTARY
SPANAWAY LAKE HIGH	KALLES JUNIOR HIGH		MOUNTAIN VIEW MONTESSORI	CHRISTY H THOMPSON ELEMENTARY
STADIUM HIGH SCHOOL	KEY PENINSULA MIDDLE SCHOOL		MY SMALL SIZED FRIENDS	CHRISTENSEN ELEMENTARY
STELLACOOM HIGH SCHOOL	KOPACHUCK MIDDLE SCHOOL		NELSON CRANE ADVENTIST SCHOOL	CLARKMOOR ELEMENTARY SCHOOL
SUMNER SENIOR HIGH	LAKERIDGE JUNIOR HIGH		NEW HOPE CHRISTIAN SCHOOL	CLOVER CREEK ELEMENTARY
WASHINGTON HIGH SCHOOL	LOCHBURN JUNIOR HIGH SCHOOL			COLLINS ELEMENTARY
				COLUMBIA CREST ELEMENTARY SCHOOL

40.00

BEST INFO AVAILABLE UP TO DATE!

# CURTIS SENIOR HIGH

Select a School
Edit Information

General Information
Building Information
Communications Plan
Incident Action Plan
School Plan
Situation Report

**General Information**

**Name:** CURTIS SENIOR HIGH  
**Address:** 8425 40TH ST W  
**School Roof ID #:** 27-722

**Life Hazards**

**Number of Students:** 920  
**Student Hours:** 07:45-14:45, 09:25 Late  
Start 2nd & 4th Wed  
**Number of Staff:** 87  
**Staff Hours:** 07:00-16:00

**Contacts**

**School Resource Deputy Dave Redding #241 Officer Contact:**  
School Resource Office: 253/ 798-4058; Cell  
Officer Phone: Phone: 253/ 370-8937,  
Pager: 253/ 428-2241

**School Security Officer Security Office, (1900-Contact: 0330: John Foster or Jonathon Gumm)**

**School Security Officer Office: 253/ 279-9654; Phone: Foster: 253/ 279-6054; Gumm: 253/ 279-8017; Gumm Pager: 253/ 594-5947**

**Emergency Contact: Mike Patterson**  
**Emergency Phone:** Business 253/566-5700,  
Home 253/549-4246, Pager  
253/ 280-3947

**Business Contact: Rich Knuth, Principal**  
**Business Phone:** 253/ 566-5710

**Maintenance/Janitorial Tom Leach, Larry Selander, Contact: Greg Ross, Doug McKinney or Bob VanValkenburg**

**Maintenance/Janitorial Leach 253/ 564-3851 Phone: Leach Pager 318 3114 Selander 253/ 473-9052 Ross 253/ 761-1044 McKinney 475-7573**

Images		
Category	Type	Description
Symbols	Floor Plan	<a href="#">Floor Plan</a> <a href="#">Symbols Key</a>
Pool	Floor Plan	<a href="#">Floor Plan</a>
Pool	Photograph	<a href="#">South Elevation</a>
Pool	Photograph	<a href="#">North Elevation</a>
Pool	Photograph	<a href="#">West Elevation</a>
Overview	Video	<a href="#">10:56 running time</a>
Overview	Floor Plan	<a href="#">High School Overview - Inside Labels</a>
Overview	Floor Plan	<a href="#">High School Overview - Outside Labels</a>
Overview	Orthophoto	<a href="#">High School Overview</a>
Overview	Orthophoto	<a href="#">Overview - JR &amp; SR</a>
Overview	Map	<a href="#">map with parcel numbers</a>
Overview	Map	<a href="#">map with local street names</a>
Overview	Map	<a href="#">regional map</a>
Main Gym	Floor Plan	<a href="#">Floor Plan</a>
Main GYM	Photograph	<a href="#">East Elevation</a>
Main GYM	Photograph	<a href="#">South Elevation</a>
Main GYM	Photograph	<a href="#">West Elevation</a>
Grandstand	Photograph	<a href="#">Concessions &amp; Restrooms</a>
Grandstand	Photograph	<a href="#">West Elevation</a>
Grandstand	Photograph	<a href="#">East Elevation</a>

**Possible Staging Areas**

**Command:** UP Alternative  
**Fire:** Colgate Park  
**Law Enforcement:** Lutheran Church - 40th & Olympic Blvd. & all side roads to the south and west.  
**Medical:** Colgate Park  
**Student Evacuation:** Narrows View Intermediate School Play Ground  
**Parents:** Narrows View Intermediate School  
**Media:** Church - Olympic Blvd. & Grandview Drive W  
**Triage:** Curtis HS Track  
**Landing Zone:** Curtis HS Baseball Field  
**Volunteers:** Behind Green Firs Shopping Center 40th & Bridgeport

**Tactical Considerations**

**Knox Box:** Main/100 Building: By main entrance, west side of building; Main Gym: By Doors on SW corner of building

**Best Access:** Bridgeport Way W. to 40th St. W

**Observation Points:**

**Roadblock Setup:** 40th & Sunset, Olympic & 40th, Colgate, Elwood & 41st Street, Robin & 40th

**Campus Hazards:** 1) Transformers located outside on NW corner of old part of 400 building.

**Unique Campus Features:** 1) The Sr. and Jr. High campuses run together to form one campus. 2) Campus runs down hill from the west. 3) An alternative school is located between the Sr. and Jr. High campuses

**Update Info**

**Last Update:** test  
**Updated By:** test

Courtyard	Photograph	Between 100 & 400 Bldgs.
Aux. GYM	Floor Plan	Floor Plan
Aux. GYM	Photograph	West Elevation
500 Bldg.	Floor Plan	Floor Plan
500 Bldg.	Photograph	East Elevation
500 Bldg.	Photograph	North Elevation
500 Bldg.	Photograph	South Elevation
400 Bldg.	Floor Plan	A Upper Floor
400 Bldg.	Floor Plan	B Lower Floor
400 Bldg.	Floor Plan	C Lower Floor
400 Bldg.	Floor Plan	D Upper Floor
400 Bldg.	Photograph	NW View
400 Bldg.	Photograph	Courtyard View
300 Bldg.	Floor Plan	Floor Plan
300 Bldg.	Photograph	East Elevation of 300 Building
200 Bldg.	Floor Plan	Floor Plan
200 Bldg.	Photograph	South Elevation
200 Bldg.	Photograph	West Elevation
100 Bldg.	Floor Plan	Lower Floor
100 Bldg.	Floor Plan	Upper Floor
100 Bldg.	Photograph	Main Entrance
100 Bldg.	Photograph	South Elevation
100 Bldg.	Photograph	North Side of East Elevation
100 Bldg.	Photograph	South Side of East Elevation

Category	Type	Description
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**Links**



**Update Info**

**Last Update:** test

**Updated By:** test



# CURTIS SENIOR HIGH

[Select a School](#)
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[General Information](#)
[Building Information](#)
[Communications Plan](#)
[Incident Action Plan](#)
[School Plan](#)
[Situation Report](#)
[Select a building](#)
[Main-100](#)
[200](#)
[300](#)
[400](#)
[500](#)
[Alternative School](#)
[Auxiliary Gym](#)
[Main Gym](#)
[Pool](#)

## Main-100 Building

### Exposures

**North:** 400 building

**South:** 40th St. West

**East:** 300 and 200 buildings

**West:** Main Gym, Auxiliary Gym, Flag, Guest and Faculty Parking Lot, Senior Parking Lot, General Parking Lot,

### Building Information

**Height:**

**Length:** Upper floor: 140 ft; Lower floor: 50 ft.

**Width:** Upper floor: 265 ft.; Lower floor: 140 ft.

**Floors:** 1 main floor, With Small 2nd Story (Theater Control Room) and full basement on north end only

### Construction Information

**Roof:** Parallel Cord Truss and Large Glu-Lam Over Theater and Mall, Roof Covering: Vinyl covering over plywood decking.

**Exterior Wall:** Combination of 2x4 and 2x6 construction for old part of building and metal studs for newer sections. Basement walls are are meta studs with some concrete blocks

**Floor:** wood flooring, basement floor is concrete

### Shut Off Information

**Gas Meter:** Main campus shut off: West side of 400 Building between Main Gym and 400 Building; Building shut off: Janitor's room in basement

**Electrical Panel:** Main building shut off: NW corner of Janitor's room in basement; Additional shut off's located on upper floor: 1) East side of hallway between storage room and conference room in main office; 2) West wall of storage room located on west side of auditorium; 3) NW corner of stage; 4) West side of small room located south of Drama Room 104

**Domestic Water:**

**Fire Department Connection:**

**Fire Alarm Panel:** Main panel and system located on south wall of Main Office.

**Annunciator Panel:** Outside West Entrance to 100 building



**Post Indicator Valve:** 1) Outside NW Corner of 500 Bldg. 2) North of PIV on outside NW corner of 500 Bldg.; North side of roadway. 3) Outside North Corner between old and new portions of 400 building.

**Sprinkler Connection:**

**Alarm/Surveillance** Sonitrol Security System (383-5051): Control Panel located on (location and type): NW corner of 400 building outside.

**Intercom (location and type):**

**Telephone System:**

**Cable TV System:**

### Tactical Considerations

**Knox Box:** East wall of West entrance to 100 building

**Stairways and Egress:** 1) Stairwell in NE corner of basement. 2) Stairwells located on north side of auditorium, east and west corners. 3) Stairwell located off NE corner of Mall area. 4) Doors located on west side of mall area, north corner. 5) Doors located on East side of mall area. 6) Basement accessible from outside west side. 7) Door located on SW corner of staff room on upper floor. 8) Door located on NW corner of Drama Classroom 104. 9) Doors located on West and East sides of southern-most hallway. 10) Door located on SE corner of Music Room. 11) Door located on SW corner of Choir Room. 12) Roll-up doors located on NE corner of storage room located east of stage. 12) Two doors located on east side of auditorium.

**Shafts and Other:** 1) Crawl space above main offices, attic is accessible by pulling ceiling tiles in any office. 2) Crawl space located above band rooms. 3) Attic is accessible from: NE corner of staff room on upper floor; Hallway on west side of stage; SW corner of Music Room Office; SW corner of Choir Room Office; Any office in main office area. 4) Scuttle hole above stage. 5) Crawl space under bleacher access on north side of auditorium. 6) Catwalk access in storage room on west side of auditorium. 7) Roof is accessible from control booth located on north side of auditorium.

**Fire Protection Systems:** 1) Stage sprinklered; wet system. 2) Sprinkler riser room for new part of building located in janitor's room in basement. 3) Firewalls located along corridors and main offices.

**Unique Building Features:** 1) Smoke release doors located on roof of auditorium. 2) Disaster supplies located in NW corner of janitor's room in basement. 3) Several trophy cases located in center of mall area.

**Building Hazards:** 1) Small amounts of cleaning chemicals in janitor's room.

# CURTIS SENIOR HIGH

Select a School

Edit Information

General Information

**Communications Plan**

Incident Action Plan

School Plan

Situation Report

Incident Name:

Date/Time Prepared:

Operational Period, Date/Time:

### Basic Radio Channel Utilization

System/Cache	Channel	Function	Frequency	Assignment	Remarks
--------------	---------	----------	-----------	------------	---------

Prepared By (Communications Unit):

# CURTIS SENIOR HIGH

Select a School

Edit Information

General Information

Communications Plan

Incident Action Plan

School Plan

Situation Report

Incident Name:

Mission Number:

Date/Time:

Operational Period:

General Control Objectives for the Incident (Include Alternatives):

Weather Forecast for the Operational Period:

General Safety Message:

Prepared By (Planning Section Chief):

Approved By (Incident Commander):

Add this Incident Action Plan.

# CURTIS SENIOR HIGH

Select a School

Edit Information

General Information

Communications Plan

Incident Action Plan

School Plan

Situation Report

Incident Number:

Date/Time:

Prepared By:

**Affected Jurisdictions:**

**Casualty Status:**

Confirmed Dead:

Injured:

Missing:

Estimated Shelter Populations:

**General Situation:**

**Weather Summary:**

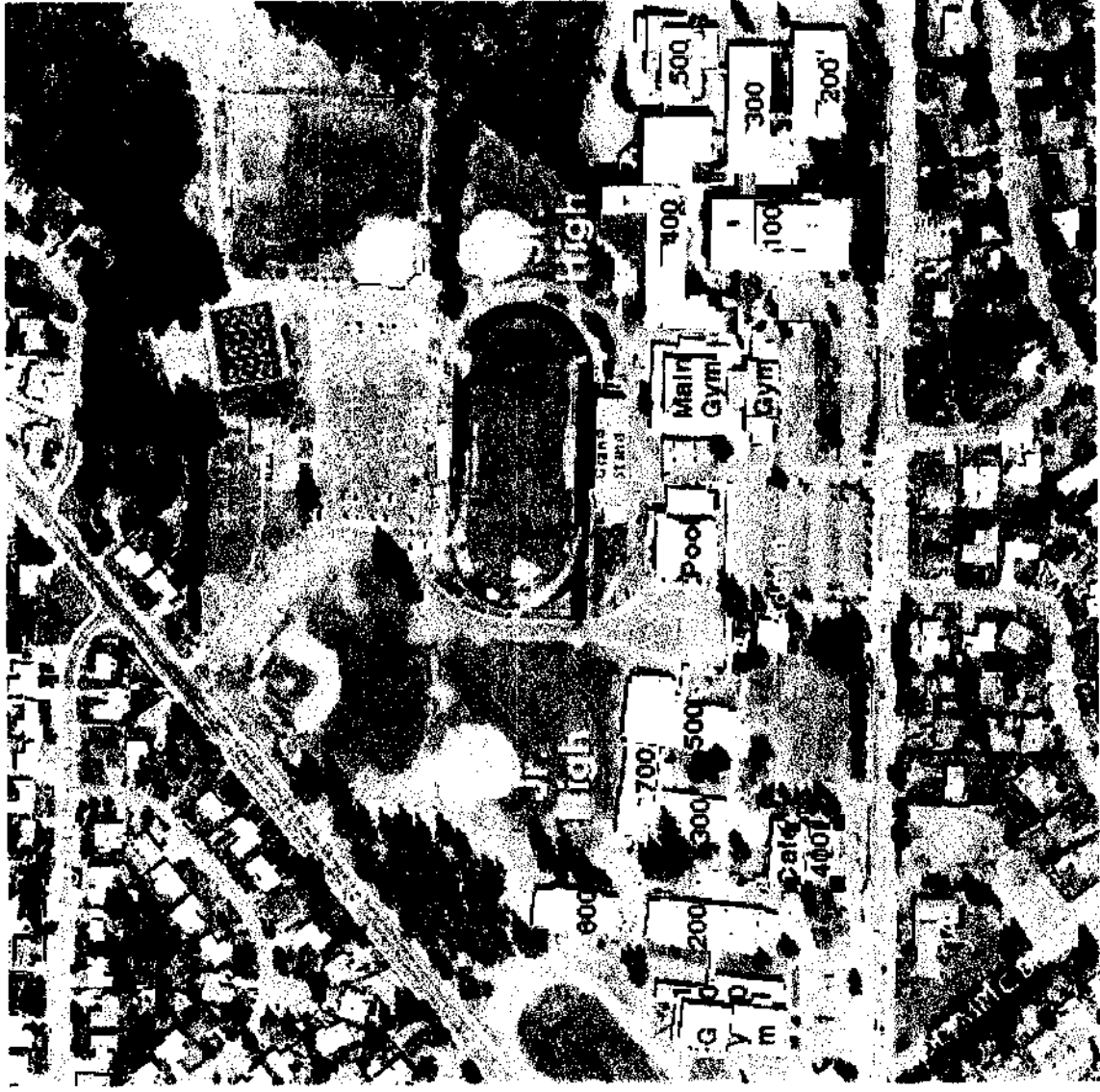
**Transportation:**

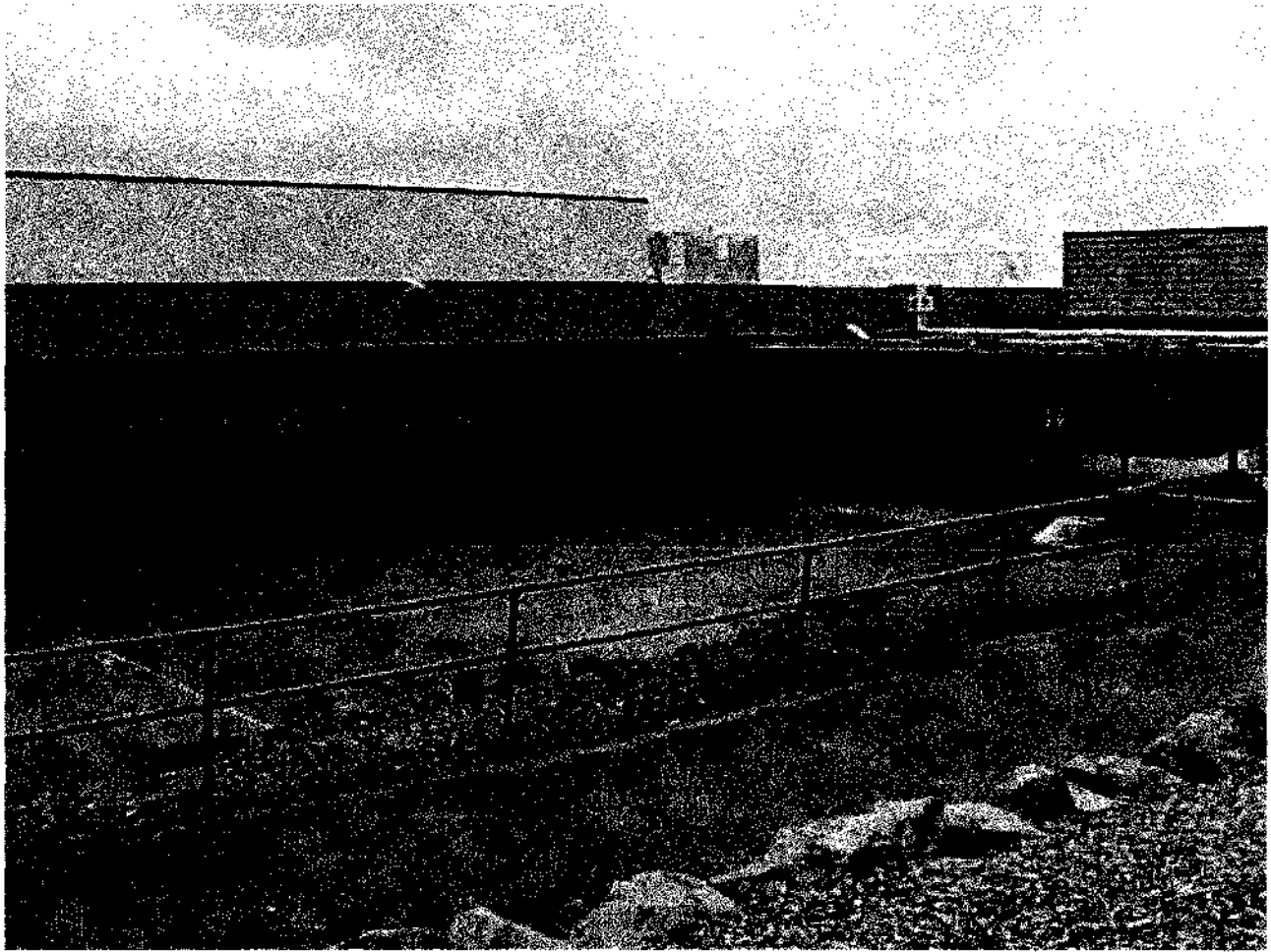
**Utilities:**

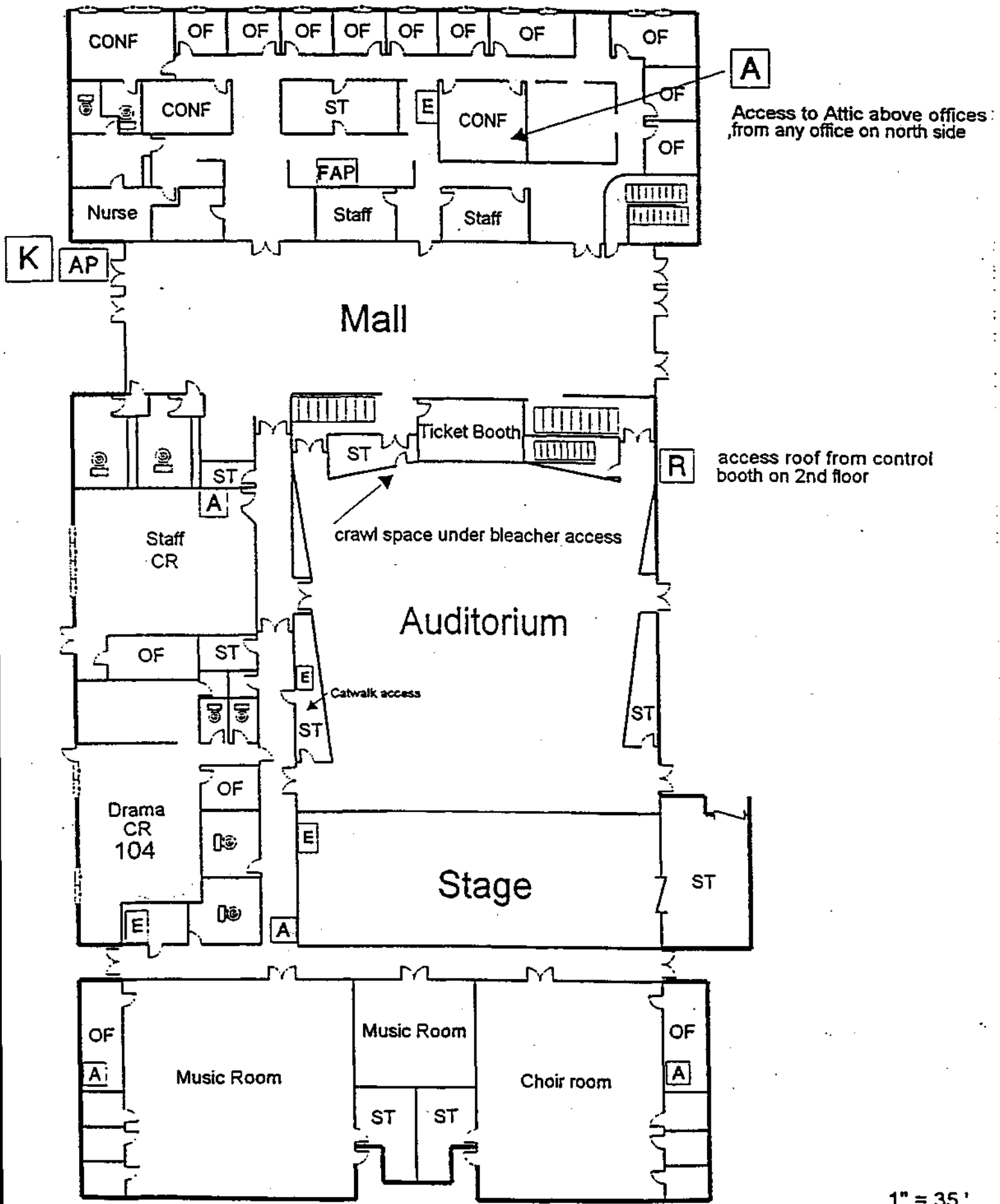
Electricity:

Natural Gas:

Telephones:







1" = 35'



Compass Direction



Hydrant



Water Shut-off



Gas Shut-off



Knox Box (keys)



Annunciator Panel



Fire Alarm Panel



Electrical Panel/ Shut-off



Elevator



Stairs



Single Doors



Double Doors



Roll-up Doors



Attic Access



Roof Access



Windows



Skylight



Bathrooms



Fire Department Connections



Fire Department Connections





# CHLORINE TRIFLUORIDE

UN 1749

Shipping Name: Chlorine trifluoride  
Other Names: Chlorine fluoride  
Chlorotrifluoride  
Trifluorochlorine



- WARNING!**
- **POISON! BREATHING THE GAS CAN KILL YOU! SKIN AND EYE CONTACT CAUSES SEVERE BURNS AND BLINDNESS!**
  - Fire fighting gear (including SCBA) provides NO protection. If exposure occurs, remove and isolate gear immediately and thoroughly decontaminate personnel
  - **DO NOT USE WATER! GAS EXPLODES UPON CONTACT WITH COMBUSTIBLE MATERIAL OR WATER!**

## Hazards:

- Container may explode or BLEVE when exposed to fire
- Gas is heavier than air and will collect and stay in low areas
- Reacts with water to form toxic chlorine gas and hydrofluoric acid
- Corrosive to metals and rubber; reacts vigorously with sand, glass and concrete

## Awareness and Operational Level Training

### Response:

- **DO NOT ATTEMPT RESCUE!**
- Stay upwind and uphill
- Determine the extent of the problem
- **BACK OFF!** - Isolate a wide area around the release, deny entry and call for expert help
- For container exposed to fire evacuate the area in all directions because of the risk of BLEVE or explosion
- Evacuate or shelter in place the immediate area and downwind for a large release
- Notify local health and fire officials and pollution control agencies
- If material or contaminated runoff enters waterways, notify downstream users of potentially contaminated water

## Description:

- Colorless gas above 53° F
- Greenish-yellow fuming liquid below 53° F
- Pungent, sweet odor
- Reacts violently with water producing toxic chlorine gas and hydrofluoric acid
- Nonflammable but may cause combustibles to ignite
- Gas is heavier than air and will collect and stay in low areas

## Operational Level Training Response:

### RELEASE, NO FIRE:

- Stop the release if it can be done safely from a distance
- Prevent material and runoff from entering sewers and waterways if it can be done safely well ahead of the release
- Use large amounts of water well away from the release to disperse gas - contain runoff
- Ventilate confined area if it can be done without placing personnel at risk
- If in a building, evacuate building and confine vapors by closing doors and shutting down HVAC systems

### FIRE:

- Do not allow water to come in contact with the material; material does not burn, fight surrounding fire with an agent appropriate (not water or foam) for the material burning
- If material is not leaking, cool exposed containers with large quantities of water from unattended equipment or remove intact containers if it can be done safely
- If cooling streams are ineffective (unvented container distorts, bulges or shows any other signs of expanding), withdraw immediately to a secure location
- If cylinders are exposed to excessive heat from fire or flame contact, withdraw immediately to a secure location

## First Aid:

- **DO NOT ATTEMPT RESCUE!**
- Provide Basic Life Support/CPR as needed
- Decontaminate the victim as follows:
  - ◆ Inhalation - remove the victim to fresh air and give oxygen if available
  - ◆ Skin - remove and isolate contaminated clothing (including shoes) and wash skin with soap and large volumes of water for 15 minutes
  - ◆ Eye - rinse eyes with large volumes of water or saline for 15 minutes
  - ◆ Swallowed - do not make the victim vomit
- Victims should be examined by a physician as soon as possible
- Do NOT perform direct mouth to mouth resuscitation; use a bag/mask apparatus
- Toxic effects may be delayed
- For skin burns decontaminate with water and apply a clean dry dressing

CAS: 7790-91-2



# Master Builders Association of Pierce County

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Executive Vice President  
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Government Affairs Director  
Tiffany Speir  
Government Affairs Associate

September 27, 1999

Mayor Wilbert and City Councilmembers  
Gig Harbor City Hall  
3105 Judson St.  
Gig Harbor, WA 98335

Dear Mayor Gilbert and Councilmembers:

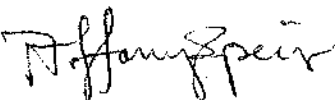
I am writing on behalf of the Master Builders Association (MBA) of Pierce County to express our association's opposition to the proposed park and transportation impact fee ordinance. Attached are letters previously submitted discussing the problems of impact fees as an infrastructure funding mechanism for parks and roads in Gig Harbor.

MBA is opposed to impact fees in any form or amount. They place an inequitable burden on the residential builder and on the new home buyer. There are alternative mechanisms available to fund infrastructure, including general obligations bonds, revenue bonds, sales taxes, special assessment districts, tax increment districts, and others.

We at MBA look forward to working with the City Council and staff in a workshop format on the issue of infrastructure funding. Doing so earlier this year for the concurrency ordinance resulted in an example of the productive relationships possible between a government and its constituents when there is an opportunity for open communication.

Thank you for your consideration of these comments.

Sincerely,



Tiffany Speir  
Government Affairs Associate

enc.

cc: Bob Dick, Councilmember  
Steven K. Ekberg, Councilmember  
Nick Markovich, Councilmember  
Marilyn Owel, Councilmember  
John N. Picinich, Councilmember  
Corbett Platt, Councilmember  
Derek Young, Councilmember  
Mark Hoppen, City Administrator  
Carol Morris, City Attorney  
Ray Gilmore, Planning Director  
Bob Camp, MBA LSC Chair



# Master Builders Association of Pierce County

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Government Affairs Director  
Tiffany Speir  
Government Affairs Associate

*Transmitted via facsimile*

Mayor Wilbert and City Councilmembers  
Gig Harbor City Hall  
3105 Judson St.  
Gig Harbor, WA 98335

February 5, 1999

Dear Mayor Wilbert and Councilmembers:

This letter is to comment on the proposed transportation and park impact fees and the accompanying concurrency ordinance being considered by Gig Harbor.

The Master Builders Association (MBA) and our state and national affiliates are opposed to all impact fees. Such fees are a recent addition to local government funding options and are being used more and more to fund public improvements that traditionally have been paid for by all members of the public.

First, impact fees raise the price of homes and eliminate homebuyers in this area from the market; for every \$1,000 increase in a home price, 1/2% of prospective homebuyers can no longer qualify for a home loan. It is a mandatory goal in state, county, and local comprehensive plans to provide affordable housing for all economic segments of the population; impact fees contradict this goal. As discussed below, the issue of affordable housing is critical in Gig Harbor.

Second, impact fees are meant to pay for "new growth" - namely, people moving in from outside of a community - and its impacts on the infrastructure. However, in Pierce County, a significant portion of those buying new homes are first time home buyers from within the community and people who are moving up into a larger home as their families grow. These buyers are required to pay impact fees along with the new members of the community even if they have paid taxes and helped fund infrastructure for years.

Third, when impact fees are used they increase the price of new homes. This in turn raises taxes on existing homes because the tax assessment valuation process considers the sale prices and values of surrounding properties. Everyone in Gig Harbor -- not just new growth -- could see an increase in their property tax due to impact fees.

Gig Harbor's City Comprehensive Plan discusses the current shortage of affordable housing in the city and the need to ensure that both existing and new homes are attainable for Gig Harbor's residents. Adopted in 1994, before impact

fees had been considered as a funding mechanism, the Plan's Housing Element states:

It is evident . . . that most single family homes are unaffordable to more than half of Gig Harbor's current population. . . . Unless future annexation areas accommodate enough multi-family or high density units to bring the mix of housing types into balance with household incomes, a significant shortage of affordable housing is expected.

*City of Gig Harbor Comprehensive Plan*, pp. 51-52. The Plan continues:

"This [housing] shortage may be even more profound under county-wide planning policies which require that each municipality provide for its fair share of the County's affordable housing needs." *Id.* at 52. In response to the County-wide fair share housing allocations, the Plan includes a goal to "[r]equire new subdivisions or developments to provide a 'fair-share' allocation of affordable housing within the subdivision or residential developments." *Id.* How can this goal be implemented when the city is proposing to directly increase the price of a house by almost \$3600 through impact fees?

Of particular concern to the MBA is the proposed transportation impact fee, the first such fee proposed in Pierce County. Roads, along with schools, are a public facility used consistently by everyone in a community, not just new development. There is little justification (or legal basis) to impose a transportation impact fee when there is not a strong nexus between the payor (here, new development) and the user (here, potentially anyone). In addition, builders are already responsible for building subdivision streets and, where necessary, making improvements to surrounding public streets to handle the increased traffic flows from the subdivision. To demand a \$2069 impact fee in addition to current requirements would place too much of a burden on new homebuyers, who would ultimately be responsible to pay it. Gig Harbor's goal of providing more affordable housing would be cut off at the knees. A traditional, broad-based funding source paid by all members of the community should be used to pay for transportation improvements.

The park impact fee has been proposed at \$1500. This fee is far above the park impact fee charged by Pierce County (\$250 per single family unit and \$125 per multi-family unit) and exceeds those charged by cities within the county. I have attached a copy of a 1997 Association of Washington Cities Survey for your consideration: the average city fee per single family unit across the state is \$775; it is approximately \$650 per multi-family unit. The amount of regional and state park space, paid for in part by impact fees assessed against builders by the County, that is currently usable and in development in the Gig Harbor area alleviates to an extent the need for local park space. It also raises a question of fundamental fairness; why should builders be forced to pay additional impact fees for Gig Harbor parks when they have already done so?

As has been demonstrated in other jurisdictions with impact fees, the amount of money that could be collected from impact fees in Gig Harbor for park acquisition and improvements would be small in relation to total costs; a different funding scheme that

growth for Gig Harbor (and the accompanying revenues from impact fees) may not materialize. This will affect not only park funding, but the economy of the city as a whole. Growth brings new employees, employers, business, and taxes to a community.

The City Comprehensive Plan states that Gig Harbor should "[a]ssure that impact fees are assessed to encourage affordable housing rather than hinder it." *City of Gig Harbor Comprehensive Plan*, pg. 52. The proposed park and transportation impact fees, set at a total of approximately \$3600, will hinder affordable housing. Development costs for builders will be raised by not only the cost of each fee itself but also by the associated carrying costs. Builders, by financial necessity, will have to pass the increase on to new homebuyers. Higher new home prices will affect existing home prices as well, and everyone in the city will feel the effects of these fees. This situation must be avoided if affordable housing is to be found in Gig Harbor.

Because these ordinances have not been available for the public to study in detail before the scheduled first reading on February 8<sup>th</sup>, MBA would like to request that the council postpone taking any action for at least one month. All parties involved need the opportunity to examine what has been proposed, ask whatever questions they may have, and offer suggestions if appropriate. The effects of all of these ordinances (especially the transportation impact fee and concurrency ordinances) need to be carefully considered by the Council as well as those who will be required to pay the fees before they are adopted.

MBA hopes that you and the Council think through all arguments for and against impact fees with an open mind before imposing them. Thank you for your consideration of these comments.

Sincerely,



Michael R. Fast, CGR, President

enc.

cc: Bob Dick, Councilmember  
Steven K. Ekberg, Councilmember  
Nick Markovich, Councilmember  
Marilyn Owel, Councilmember  
John N. Picinich, Councilmember  
Corbett Platt, Councilmember  
Derek Young, Councilmember  
Mark Hoppen, City Administrator  
Ray Gilmore, Planning Director  
Bob Camp, MBA LSC Chair

City of University Place  
Park Impact Fee Discussion

1997 AWC Impact Fee Survey Responses

City Name	Population	County	Single Family		Multi Family		Non-Residential	
			Rate	Per	Rate	Per	Rate	Per
Buckley	3,920	Pierce	\$ 447	unit	\$ 300	unit	\$ -	
Burlington	5,445	Skagit	\$ 250	unit	\$ 250	unit	\$ 200	1,000 s.f.
Camas	9,550	Clark	\$ 2,290	unit	\$ 1,717	unit	\$ -	
Duvall	3,813	King	\$ 1,000	unit	\$ 1,000	unit	\$ -	
Ellensburg	13,600	Kittitas	\$ 613	unit	\$ 525	unit	\$ -	
Ephrata	5,945	Grant	\$ 25	unit	\$ -	unit	\$ -	
Ferndale	7,235	Whatcom	\$ 664	unit	\$ 405	unit	\$ -	
Gold Bar	1,520	Snohomish	\$ 628	unit	\$ 427	unit	\$ -	
La Center	1,171	Clark	\$ 698	SFR	\$ 554	unit	\$ -	
Lynden	8,085	Whatcom	\$ 400	unit	\$ 2,314	unit	\$ 0.20	s.f.
Mt. Vernon	22,280	Skagit	\$ 855	unit	\$ 789	unit	\$ -	
Olympia	38,650	Thurston	\$ 1,455	unit	\$ 1,035	unit	\$ -	
Poulsbo	6,175	Kitsap	\$ 500	unit	\$ 500	unit	\$ 88	employee
Puyallup	29,490	Pierce	\$ 491	unit	\$ 323	unit	\$ -	
Redmond	42,230	King	\$ 1,478	unit	\$ 936	unit	\$ -	
Ridgefield	1,732	Clark	\$ 1,408	unit	\$ 1,126	unit	\$ -	
Sedro-Woolley	7,650	Skagit	\$ 250	unit	\$ 250	unit	\$ -	
Vancouver	127,900	Clark	\$ 667	unit	\$ 514	unit	\$ -	
Washougal	7,575	Clark	\$ 600	unit	\$ 480	unit	\$ -	
Pierce County	674,300		\$ <del>400</del> 250	unit	\$ <del>125</del> 180	unit	\$ -	



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Bobbi Burroughs  
Receptionist/Clerk

*Transmitted via facsimile*

Mayor Wilbert and City Council Members  
Gig Harbor City Hall  
3105 Judson St.  
Gig Harbor, WA 98335

February 19, 1999

Dear Mayor Wilbert and Council Members:

After the Council's discussion at the first reading of the proposed transportation and park impact fee ordinance, concurrency ordinance, and accompanying definitions ordinance, I would like to take the opportunity to make further comments against adopting these fees.

In response to a council member's questions, the City Attorney commented that the low income exemption to the impact fees would deal with the problem of providing "affordable housing" in Gig Harbor. Under RCW 82.02.060, a low income exemption may be included at the discretion of the municipality, provided the fees for those exempt properties are paid from public funds rather than the impact fee accounts. This is certainly a laudable provision to include in the ordinance and MBA is in full support of it.

However, "low income housing" is not the same as "affordable housing" under the city's Comprehensive Plan and the GMA. The latter is a term of art under the GMA, defined as housing which costs the owner 30% or less of their gross monthly income, including taxes and insurance. It applies to all economic levels; residents of all incomes should be able to enjoy affordable housing in every jurisdiction operating under the GMA. Including a low income housing exemption in an ordinance will do nothing to help provide affordable housing to existing and new residents with anything other than low incomes.

There is a gas tax credit included in the calculation of the transportation impact fee, listed at Appendix A-2. A 50% portion from "city gas taxes paid by new development" is set aside to be used on "new capacity for growth." What is the other 50% used for? These funds should not be dedicated to improving existing deficiencies in the system or repair existing infrastructure if they are paid by new development.

The City's 1994 Comprehensive Plan (at section 6-6) and the 1994 Transportation Plan (at section 1-8) both include the fact that with current funding mechanisms,



Gig Harbor will have a surplus of \$1.4 million by the year 2014 in transportation monies. As stated in RCW 82.02.060(1)(c), the city should incorporate these funds in the formula calculating impact fees to aid in reducing the fee ultimately imposed.

If impact fees are eventually imposed in Gig Harbor, I would request that the Council consider postponing the payment of the fees until the time of closing or for some certain time period after it has been placed on the market. I am enclosing a copy of the ordinance allowing a voluntary lien for park and school impact fees currently in place under the Pierce County Code. When a builder must pay an impact fee at the time of building permit issuance, carrying costs (a significant amount of money) for the fee are passed on to the buyer as well as the fee itself. The buyer suffers more than if the fee is imposed at the time of closing, when there are no carrying costs included. Under Title 4A of its code, Pierce County allows the legal owner of property to sign a voluntary lien agreement for the park impact fee at the time the building permit is issued. The fee must be paid when the time of closing or when 18 months have passed, whichever is sooner. If the lien is not paid within 18 months, foreclosure proceedings are begun. It is not difficult to follow the ownership of encumbered property until the time of closing (and the escrow process would alert the parties involved that the lien existed) or 18 months have passed.

Pierce County has just reached the 18 month point for the first group of liens and has not yet foreclosed on any property, so the costs for foreclosure are not yet known. Some liens have "fallen through the cracks" and are ending up in default. This is due to custom construction, where the "home buyer" is the owner of the land at the time of building and no title transfer occurs before the house is occupied. A solution that would cure this problem but not penalize the rest of residential builders is to require custom builders to pay any impact fee at the time of building permit issuance. Another source of defaulting loans are those properties which were assessed SEPA mitigation fees before the impact fees were imposed, but due to confusion about the new system the owner signed an impact fee lien as well. Though the mitigation fees are paid, the lien is still on the County's records. This problem could be avoided if the city included a statement in the lien application that the owner is responsible for either a SEPA mitigation fee or an impact fee; not both.

An administrative fee charged by Gig Harbor, along with some sort of brochure that explains the process for the public, would keep the system running smoothly and result in significant savings for builders and homebuyers. Pierce County's fee has covered the tracking costs for all of the outstanding liens during these first 18 months.

Should impact fees be imposed, we at MBA look forward to examining the annual report required by RCW 82.02.070 which will show the source and amount of all fees collected and the system improvements that were financed in whole or in part by impact fees.

I also reiterate MBA's request to postpone the enactment of these ordinances until all affected parties have had to opportunity to comment on them and any questions from the public have been answered. Thank you for your consideration of these comments.

Sincerely,



Michael R. Fast, CGR, President

enc.

cc: Bob Dick, Council Member  
Steven K. Ekberg, Council Member  
Nick Markovich, Council Member  
Marilyn Owel, Council Member  
John N. Picinich, Council Member  
Corbett Platt, Council Member  
Derek Young, Council Member  
Mark Hoppen, City Administrator  
Ray Gilmore, Planning Director  
Bob Camp, MBA LSC Chair



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*Transmitted via facsimile*

Mayor Wilbert and City Council Members  
Gig Harbor City Hall  
3105 Judson St.  
Gig Harbor, WA 98335

March 19, 1999

Dear Mayor Wilbert and Council Members:

I would like to thank Council Members Derek Young and Steven Eckberg and city staff members Mark Hoppen, Wes Hill, and Dave Rodenbach for meeting with the Gig Harbor Chamber of Commerce and interested members of the business community on March 2<sup>nd</sup> and 10<sup>th</sup> for the purpose of discussing the proposed transportation and park impact fee and concurrency ordinances. Open dialogue between a government and its constituency is essential to good relations and a common vision of the future.

We were heartened to hear that city staff and council members are willing to lower the proposed transportation impact fee by a significant margin. However, MBA is opposed to any impact fees, and thus renews its request that the Council not adopt a transportation fee at all. If Gig Harbor does adopt this fee, it will be the first jurisdiction in Pierce County with a transportation impact fee. MBA requests that the city seriously consider continuing to utilize traditional, broad-based funding mechanisms to pay for its road improvements.

Gig Harbor is currently updating its City Comprehensive Plan, its Park Comprehensive Plan, and its Transportation Comprehensive Plan. Rather than adopting the fees currently proposed, it is more logical to postpone the discussion of any impact fees until these updates are complete. Under the GMA, transportation impact fees must be related to the capital facilities plan. Park impact fees must be based on projects forecasted in the current comprehensive plan. To impose impact fees based on comprehensive plans that were drafted three and five years ago is irresponsible.

Attached is an analysis of the concurrency ordinance, and in particular the provision that provides for capacity reservation certificates to be paid for with a percentage of a project's impact fee. Because impact fees are limited by state law in scope and purpose as well as time of payment, it is inappropriate to collect a portion of the fees to reserve capacity in the road system up to three years before a project is even begun.

The city's proposed park impact fee, set at \$1500 for single family residences, is too high, especially when compared to surrounding jurisdictions' fees. The unincorporated Pierce County fee is \$250 per single family residence – 1/6 of Gig Harbor's proposal! Other cities are below half of what the city is proposing. MBA recognizes the need for community and regional parks; they enhance the quality of life for everyone. However, by adding \$1500 to the price of a new home, in addition to other impact fees, the city is forcing the price of a new home up beyond what many new homebuyers can pay. Gig Harbor's Comprehensive Plan highlights the need for more affordable housing within its boundaries; these fees will do nothing to meet that need. Please consider lowering the proposed park impact fee to an amount consistent with other nearby jurisdictions.

MBA will be participating in the upcoming workshops on the concurrency and impact fee ordinances, and we look forward to the opportunity for continuing a fruitful dialogue with city staff and council members. We appreciate the city's willingness to spend extra time requested by the public to resolve issues before passing the ordinances.

Thank you for your consideration of these comments.

Sincerely,



Tiffany Speir  
Government Affairs Associate

enc.

cc: Bob Dick, Council Member  
Steven K. Ekberg, Council Member  
Nick Markovich, Council Member  
Marilyn Owel, Council Member  
John N. Picinich, Council Member  
Corbett Platt, Council Member  
Derek Young, Council Member  
Mark Hoppen, City Administrator  
Ray Gilmore, Planning Director  
Bob Camp, MBA LSC Chair

## CAPACITY RESERVATION FEES

### BACKGROUND FACTS

Gig Harbor is contemplating a system to reserve transportation capacity through the purchase of Capacity Reservation Certificates (CRCs). Developer (D) must have a certificate stating that capacity exists for the project. D gets a preliminary certificate from the city, and then a final certificate on or before the development permit is issued. The certificate can be for 1 - 3 years, depending on how much D pays- one year if D pays 33% of the impact fee, two years if D pays 67%, and three years if D pays 100% of the impact fee.

The link between CRC and Impact fee is interesting. The CRC fee is discussed in a different ordinance from impact fees, and would appear to be a different fee, but the CRC is directly linked to the impact fee. The CRC is calculated as a percentage of the impact fee. The CRC fee is due before an impact fee is paid. The CRC fee is not fully refundable if the development does not take place. However, if a development is built, payment of the CRC reduces the impact fee by the amount of the CRC fee paid.

If the development does not occur in the one to three year window, the city retains 3.3%, 13.3%, or 30% of the impact fee, depending on whether the cancellation occurs one, two, or three years after the CRC issued. Logically speaking, the true CRC fee is this non refundable portion of the impact fee, plus the time value of being forced to pay a portion of the impact fee in advance.

Why? In the event that a project is built, the developer would have to pay the impact fee, and therefore the only "penalty" or added cost due to the CRC regimen is the cost of paying the impact fee 'early'. (before it is required by applicable law). If the project is not built, there is no

impact, and therefore no impact fee. But, the CRC ordinance provides that a portion of the impact fee, between 3.3% and 30%, will not be refunded. This is the "CRC penalty."

### ISSUE

Whether a city can charge a "capacity reservation fee", when this fee is from 33% to 100% of a project's impact fee, must be paid with a development permit application, and a portion of which is not refundable if the project is cancelled.

The question is whether the CRC fee is legal. The first hurdle is constitutional. If the city attempts to argue that the CRC fee is anything but a portion of the impact fee, there is a good chance that it will not satisfy a substantive due process challenge. Assuming that the fee is an impact fee, it must be specifically permitted under RCW 82.02.020. GMA Impact fees are permitted under RCW 82.02.050 - .090. Transportation Impact fees are permitted under RCW 39.92. If it is a GMA impact fee, there additional limitations. If it is a Transportation Impact Fee, the fee must satisfy the specific limitations of RCW 39.92. Finally, there are provisions for voluntary agreements.

#### A. CONSTITUTIONAL ISSUES

Although important, a constitutional challenge is not necessary unless the city considers the CRC fee to be different from the impact fee. Constitutional issues will be considered later.

#### B. PERMISSIBLE FEES

Cities may not charge any tax, fee, or charge to develop property, unless specifically authorized by the legislature. RCW 82.02.020. If a condition imposed on a development is a tax, fee, or charge, either direct or indirect, then it is invalid unless it falls under one of the exceptions specified in RCW 82.02.020. *View Ridge Park Associates v. Mountlake Terrace*, 67 Wn.App. 588, 839 P.2d 343 (1992), reconsideration denied, review denied 121 Wn.2d 1016, 854

P.2d 42. If it is not a tax, fee, or charge, then it is valid unless it is not within the municipality's police powers. *Id.* The statute provides a blanket prohibition on any tax, fee, or charge, unless there is an express statutory authorization. *Henderson Homes, Inc., v. City of Bothell*, 124 Wn.2d 240, 247.

Impact fees authorized by the GMA are permitted as specified in RCW 82.02.050 - 090., and transportation fees are permitted as pursuant to RCW 39.92. RCW 82.02.020

Gig Harbor is imposing a portion of the impact fee to reserve the right to develop. They must meet the statutory requirements.

1. GMA authorized impact fees. (RCW 82.02.050-090).

GMA impact fees may only be imposed for system improvements that are reasonably related to the new development. They cannot exceed the proportionate share of those improvements, and the funding must balance impact fees and public funds. RCW 82.02.050(3)(a)-(b). Impact fees must be used for system improvements that will benefit the new development. RCW 82.02.050(3)(c). GMA impact fees can be collected and spent only for public facilities that which are addressed by a capital facilities plan element of a GMA comprehensive plan.

The Capacity Reservation fee is paid when the developer requests a capacity evaluation. GHMC 19.10.010(1). Since the mere filing of an application does not create an impact, and the evaluation does not create a public facility, the CRC reservation fee is probably not a valid fee. The obvious solution is to charge the impact fee when the development permit is issued.

An impact fees ordinance must specify the system improvements which are required, and the amount of fee required for each system improvement. RCW 82.02.060. Since GHMC 19.10 does not address these issues, imposition of an impact fee in this statute will be prohibited.

Other provisions of 82.02.050-090 are violated by this ordinance. Of course, Gig Harbor will argue that the concurrency ordinance is not an impact fee ordinance, and that GHMC 91.12 adheres to the GMA impact fee provisions. This is precisely the point: unless Gig Harbor is willing to remove the link between the CRC fee and the impact fee, the concurrency ordinance will be required to satisfy the same legislative rigor as any other impact fee ordinance.

2. Transportation Impact Fees (RCW 39.92)

3. Voluntary Agreements (RCW 82.02.020)



# Gig Harbor Fishermen's Civic Club

*President—Gregg Lovrovich  
Vice President—Andy Babich*

*Treasurer—Nick Babich  
Secretary—John Malich*

September 24, 1999

To: Mayor and Council of the City of Gig Harbor

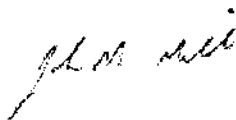
Re: Waterfront Property Purchase- Blevins Parcel # 02 21 08 1072

The Gig Harbor Fishermen's Civic Club is against the purchase of this property as it is not in keeping with goals outlined in the Shoreline Master Program. The revised program clearly states that:

1. The Commercial Fishing Industry is the backbone of the Gig Harbor Community and waterfront environment.
2. Preservation of the fishing character is a primary consideration of a shoreline proposal.
3. Minimize pressure to convert waterfront property to non-commercial fishing uses.

Purchase of this land and conversion to a park is detrimental to our organization, livelihood and the community.

Sincerely,



John M. Malich  
Secretary, GHFCC

New Section

3.06  
COMMERCIAL FISHING INDUSTRY

The commercial fishing industry consists of the vessels, the moorage facilities and the upland facilities and structures which provide direct support to the industry. It is the historical backbone of the Gig Harbor community and its waterfront environment and has been the focus of the city's development since its incorporation in 1946. In recent times, the fishing industry has experienced a marked decline due to a variety of social, environmental and economic factors, locally, regionally and globally. Although the fishing fleets in Gig Harbor are small in comparison to the fleet of two decades ago, the value of the remaining fleet is recognized as a very important component of the cultural and community environment. The City's Visioning Report of 1992 clearly showed that the community places a very high value on preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet. Preservation of the fishing character of the City is a primary consideration in evaluating the effects of a shoreline proposal.

The policies and standards apply strictly to commercial fishing vessels and support activities. For vessels and moorage which are not commercial fishing related, the appropriate policies and standards of this master program shall prevail.

GOALS: Preserve the fishing industry by providing development standards that reflect the needs of the fishing industry.

Encourage the retention and redevelopment of waterfront parcels which provide a substantial and direct contribution to the commercial fishing industry.

Minimize the pressure to convert waterfront property to non-commercial fishing uses.

Encourage development of moorage and dock facilities consistent with current and future needs.

POLICIES

- 1) Moorage facilities and marinas which provide moorage space for active commercial fishing or support vessels should be allocated an upland parking ratio which does not impose a hardship on

- the commercial fishing industry or the respective moorage facility. Active fishing vessels are those which have a current commercial license issued by the appropriate state or regional authority.
- 2) Structures which are directly supportive of the commercial fishing industry such as net sheds and loading docks, should be permitted waterward of ordinary high water.
  - 3) Overwater parking should not be permitted, except for temporary loading and unloading of commercial fishing gear or fisheries products.
  - 4) Commercial sales and services directly related to or supportive of the commercial fishing industry should be permitted, consistent with the underlying zoning regulation applicable to the site.
  - 5) Public-private joint moorage facilities for commercial fishing and recreational vessels should be encouraged in locations which are appropriate and capable of supporting such a facility.

#### REGULATIONS

- 1) New or existing marinas or moorage facilities which provide moorage and support facilities for the commercial fishing industry shall be exempt from the parking requirements of Section 3.13 and requirements for Commercial Development, Section 3.05, for those commercial fishing vessels which have active license. Proof of active license for only commercial fishing vessels must be provided to the City to qualify for this exemption. An agreement shall be entered into with the City and filed with the Pierce County Auditor as a covenant with the land and which shall state that the property owner/tideland lessee shall abide by the requirements of this section; PROVIDED, that conversion of any addition, new construction or expansion for pleasure craft or other non-commercial fishing use shall comply with the relevant sections of this master program for parking (Section 3.13) and moorage (Section 3.14), plus the provisions of any amenities as may be required for Commercial Uses, per Section 3.05; PROVIDED FURTHER, that commercial fishing moorage shall comply with the minimum vessel access requirements per Section 3.11 (Regulation 9).
- 2) Structures which are directly supportive of commercial fishing activities may be permitted

waterward of ordinary high water, providing that the use or structure is permitted in the underlying zoning district for the site.

- 3) The sale of processed or semi-processed commercial fish products at moorage facilities which accommodate commercial fishing vessels is permitted, consistent with the underlying zoning code district for the site and applicable health codes of the State.

To: Mayor and Council, City of Gig Harbor

Re: Purchase of Blevins Property-Parcel # 02 21 08 1072

Please take the time to review the following information regarding the purchase of the Blevins parcel. I feel that the city should NOT purchase this property for the following reasons.

1. The Gig Harbor Shoreline Master Program (amended June 1994) clearly states:
  - A. The commercial fishing industry is the historical backbone of the Gig Community.
  - B. Encourage the retention and redevelopment of waterfront parcels which provide substantial and direct contribution to the commercial fishing industry.
  - C. Minimize the pressure to convert waterfront property to non-commercial fishing uses.

Reference: Exhibit A

2. As a 3<sup>rd</sup> generation commercial fisherman from Gig Harbor it is clear to me that the city has disregarded this directive in its pursuit of a park plan for this area. I am actively involved in commercial fishing in Washington and Alaska and rely on this parcel for the loading and unloading of gear, equipment, and commercial fishing related activities.

Reference: Exhibit B

3. This parcel is encumbered with two easements for footpaths. One running East and West for adjoining property owner Richard Powers. The other one runs North and South for the Tarabochia Net Shed.

4. Building a park on this parcel is a disaster waiting to happen. This parcel and the surrounding area consists of a clay bank with shallow topsoil covering. Land slides are not an uncommon occurrence. Alan Jenkins, a Harborview beach resident, incurred damage to his beach house from a recent mudslide. The Tarabochia net shed suffered damage in 1954 and 1985 as a result of landslides. In an article in the Tacoma News Tribune, Wes Hill public works director states "A couple of steep slopes in or near the city could slide. One has waterside homes at the top and bottom of a bluff just south of the entrance to Gig Harbor Bay".

Reference: Exhibit C

5. According to the Pierce County tax rolls the assessed value of the Blevins parcel is \$70,000. The reason the city is able to purchase this parcel for \$35,000 is that this property cannot safely support any building or structures.

*None  
planned*

Lois Babich's house is located on the cliff overlooking the North end of the parcel. With the history of mudslides, I fear that any alteration of the integrity of this parcel of land may result in loss of her residence and as well as her life.  
Reference: Exhibit D

6. Exhibit E speaks for itself. It shows the lack of regard for this area by the City of Gig Harbor. As a beach resident I am constantly impacted by the effects of public intrusion. Garbage, alcohol containers, late night boom boxes, condoms, <sup>→</sup> and drug use occur in this area because of its isolation. The city is maximizing the detrimental impact to the land and local residential tax payers while at the same time increasing the exposure to liability. Vandalism is not an uncommon occurrence. My automobile has been broken into several times in the last two years. In keeping with environmental and safety concerns, the city must provide, increased Police patrols, public bathrooms, limited park hours, proper lighting, etc.

Reference: Exhibit E

7. The beach residents do not wish to inherit the liability or possible property damage from increased public access. High tide will render all beach access useless and people could become stranded on any deck or bank they can find for the duration. The proposed plans in 1999 parks plan survey is unsafe, unreasonable, and puts the public at risk.

Reference: Exhibit F

8. The following Exhibits 1 through 6 displays the various proposals to change this area. The only one of merit is that of Lita Dawn Ancich. As a lifetime resident of Gig Harbor she understands the validity of downsizing and limiting the use of this fragile pristine area.

Reference: Exhibit 1 through 6

9. The mayor's letter to Rose Tarabochia sums it up well. "It is very important the netshed (Tarabochia) access be retained and privatized".

Reference: Exhibit G

Thank you for your attention to this matter  
Sincerely,

*Nick Tarabochia*

Nick Tarabochia

3.06  
COMMERCIAL FISHING INDUSTRY

The commercial fishing industry consists of the vessels, the moorage facilities and the upland facilities and structures which provide direct support to the industry. It is the historical backbone of the Gig Harbor community and its waterfront environment and has been the focus of the city's development since its incorporation in 1946. In recent times, the fishing industry has experienced a marked decline due to a variety of social, environmental and economic factors, locally, regionally and globally. Although the fishing fleets in Gig Harbor are small in comparison to the fleet of two decades ago, the value of the remaining fleet is recognized as a very important component of the cultural and community environment. The City's Visioning Report of 1992 clearly showed that the community places a very high value on preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet. Preservation of the fishing character of the City is a primary consideration in evaluating the effects of a shoreline proposal.

The policies and standards apply strictly to commercial fishing vessels and support activities. For vessels and moorage which are not commercial fishing related, the appropriate policies and standards of this master program shall prevail.

GOALS: Preserve the fishing industry by providing development standards that reflect the needs of the fishing industry.

Encourage the retention and redevelopment of waterfront parcels which provide a substantial and direct contribution to the commercial fishing industry.

Minimize the pressure to convert waterfront property to non-commercial fishing uses.

Encourage development of moorage and dock facilities consistent with current and future needs.

POLICIES:

- 1) Moorage facilities and marinas which provide moorage space for active commercial fishing or support vessels should be allocated an upland parking ratio which does not impose a hardship on the commercial fishing industry or the respective moorage facility. Active fishing vessels are those which have a current commercial license

- issued by the appropriate state or regional authority.
- 2) Developments which are water dependent and directly supportive of the commercial fishing industry such as net sheds and loading docks, should be permitted waterward of ordinary high water.
  - 3) Overwater parking should not be permitted, except for temporary loading and unloading of commercial fishing gear or fisheries products.
  - 4) Commercial sales and services directly related to or supportive of the commercial fishing industry should be permitted, consistent with the underlying zoning regulation applicable to the site.
  - 5) Public-private joint moorage facilities for commercial fishing and recreational vessels should be encouraged in locations which are appropriate and capable of supporting such a facility.

REGULATIONS:

- 1) New or existing marinas or moorage facilities which provide moorage and support facilities for active commercial fishing vessels shall be exempt from the parking requirements of Section 3.13 for those active commercial fishing vessels which have active license or a contract from the previous fishing season or the next fishing season, provided the following requirements are met:
  - a) One load/unloading parking space on the applicant's property is continuously provided
  - b) Proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders shall be provided to the City to qualify for this exemption initially. The City may request from the applicant or subsequent assignee in future years that the applicant affirm within thirty (30) calendar days of written request by the City the status of each active commercial fishing vessel on the site by providing copies of the appropriate license or contract.
  - c) Development activities associated with pleasure craft or other non active commercial fishing vessels shall comply with the other relevant sections of this Shoreline Master Program including but not limited to Section 3.13, Parking.



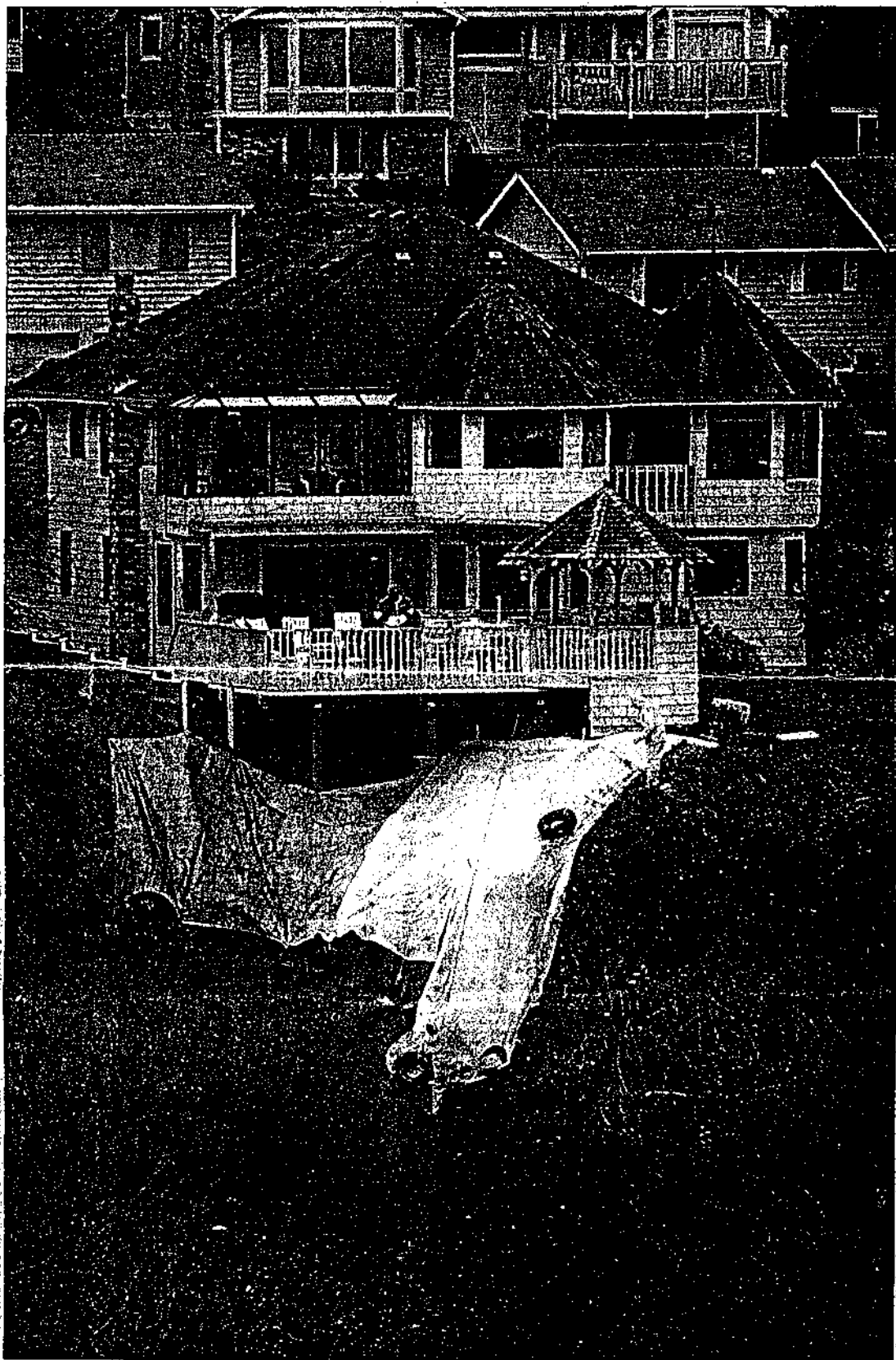
- 2) Developments which are water-dependent and directly supportive of commercial fishing activities may be permitted waterward of ordinary high water, subject to a conditional use permit and the public access requirements of Section 3.05 and providing that the use or structure is permitted in the underlying zoning district for the site.
  
- 3) The sale of processed or semi-processed commercial fish products at moorage facilities which accommodate commercial fishing vessels is permitted, consistent with the underlying zoning code district for the site and applicable health codes of the State.

**A**

# HOlding their breath

*Saturated ground and the  
promise of more rain  
have slope-side residents of the  
South Sound worried about the  
possibility of major mudslides*

C



RUSS CARMACK/THE NEWS TRIBUNE  
A mudslide in early January on a bluff above the Narrows Bridge threatened the Rev. Fulton Buntain's home on Wood-

BY ROB TUCKER

THE NEWS TRIBUNE

**T**he holiday storms are long gone, and no major mudslides have destroyed homes in Tacoma or nearby. But local officials — and residents of slope-side homes — still are worried.

They have a right to be.

Landslides can occur days or weeks after storms. The ground in the South Sound lowlands is saturated from record rains in December and heavy rains for the past two years.

And the region's rainy season won't be over for months.

Small slides already have developed in some areas.

"Salmon Beach has had two minor slides already," said Gary Pedersen, Tacoma building and land services manager.

The minor slides didn't smash through any of the 75 homes below Point Defiance bluffs, but they did cave in the back of a vacant house and knocked the back porch off another, according to Harry Hopkins, secretary of the Salmon Beach North Homeowners Association.

Some Salmon Beach residents — and other South Sounders living in homes perched on or below steep bluffs — are particularly edgy about destructive slides after the disaster on Bainbridge Island last Sunday. There, mud roared down a steep bank, knocked a home off its foundations and killed a family of four.

"With that much rain, you sure think about it," said Ed Fahnoe, a Salmon Beach resident since 1971.

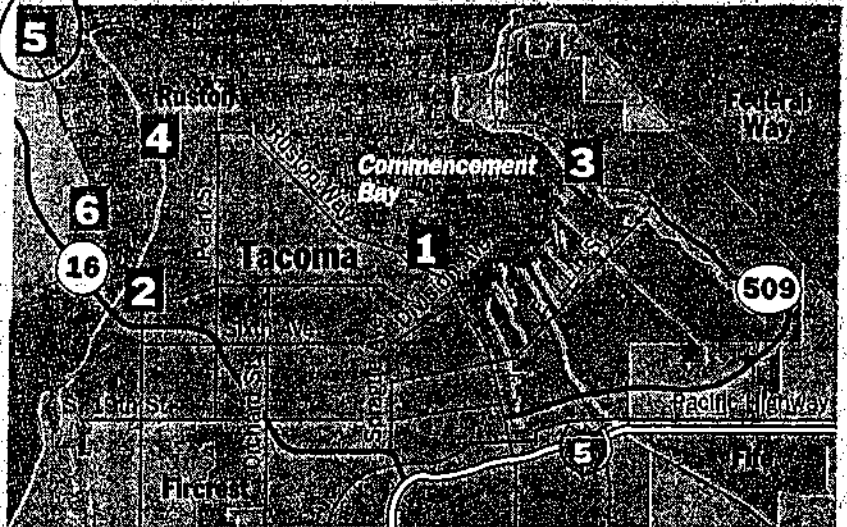
"In the last 10 months, the rain is the worst I've ever seen," 20-year resident Molly McCarty said. She believes runoff from newer home developments above the beach homes is contributing to the slide problem by adding more water to the rain-saturated ground.

Experts say slides occur when surface water works into the looser soils until it hits a more compact layer of clay. The water collects on top of the clay and becomes a lubricant, causing soils on top to slide off.

Locally, the only major slide so far sent mud down a steep

## WORRISOME SLOPES

Local officials are concerned about homes and structures above or below some steep slopes in Tacoma and Gig Harbor.



1. Steep hill below Stadium Bowl and above Schuster Parkway

2. Houses on bluffs along the Tacoma Narrows north of the Narrows Bridge.

3. Houses on bluffs above Marine View Drive.

4. Salmon Beach.

5. Houses below bluffs south of Gig Harbor entrance on west side of Tacoma Narrows.

6. Homes on Tacoma Narrows bluff north of Narrows Bridge in Pierce County

Derrick Quenzer and Roy Gallop/The News Tribune

bluff along the Tacoma Narrows, north of the Narrows Bridge on the Tacoma side. A bank gave way under the Rev. Fulton Buntain's deck and slid down a gully toward the railroad tracks.

More sliding there could take the deck off his Woodworth Avenue home, according to workers shoring up the site. The Jan. 2 slide reached the home's deck footings, but they are still intact.

Workers have laid a plastic tarp over the slide area and anchored it with old tires to temporarily stabilize the area.

Buntain, pastor of Life Center First Assembly of God, didn't return telephone calls.

Please see Slopes, B8

'People get a false sense of security  
if an area has no slide for years.  
But in geology, that's not very long.'

- Gary Pedersen

Tacoma building and land services manager

B8 The News Tribune, Sunday, January 26, 1997

## Slopes

*Continued from B1*

In Gig Harbor, public works director Wes Hill said a couple of steep slopes in or near the city could slide. One has waterside homes at the top and bottom of a bluff just south of the entrance to Gig Harbor Bay; the other is part of a bluff just north of the Narrows Bridge. Homes there are near the edge of the cliff. Part of a bluff slid last February but didn't endanger homes.

"I know there are people out there who are fairly nervous," Hill said.

Wade Galligan, a 25-year homeowner under the high bluffs south of the entrance to Gig Harbor, said the area above his elevated beach house seemed all right.

"We had a slide in that saddle," he

### RECENT SLIDES IN

### REGION THIS WINTER

■ The most shocking mudslide occurred Jan. 19 on Bainbridge Island, sweeping a home into the water and killing a family of four.

■ A huge slide south of the Edmonds ferry terminal pushed eight-train cars into Puget Sound Jan. 15.

■ A Jan. 2 slide tore out support structures on Seattle's Magnolia ridge, which may be closed to vehicles until May or June.

"People get a false sense of security if an area has no slide for years," Pedersen said. "But in geology, that's not very long."

If people are concerned about the slope they live on, they and their neighbors should consider paying for a geotechnical study, he said.

David Swindle, University Place's planning manager, and Matt Brunengo, a geologist for the state

Department of Natural Resources, said people who live in homes on steep hillsides or at the base of them can take steps to reduce the risk of

landslides:

■ Clear debris from gutters and storm drains. Don't forget to clear the gutters and drains of ice after a

snowstorm or freeze.

■ Stormwater should be directed away from unprotected, exposed slopes. That keeps them from becoming more saturated.

■ If it's not possible to redirect the water away from the slope, use plastic pipe to carry the water to the bottom of the slope if possible, Brunengo said.

■ When the storms have passed, plant trees or ground cover plants.





E



# Gig Harbor public beach access being considered

*City administrators hope to purchase property for park sometime this month*

**BY JENNIFER LAUREN**  
*of The Peninsula Gateway*

Final plans to purchase a small piece of land near the old Harborview Drive ferry landing will go before the Gig Harbor City Council this month.

The 6,098-square-foot beach-front property is currently owned by Lisa Harrison of Tacoma. It would provide the public with a bit of beach access once developed, City Administrator Mark Hoppen said.

"The thing is just a little foot print at the bottom of the bulkhead that will allow people to go stand and look over the water, touch it maybe," he said.

The city plans to pay \$36,500 for the property.

But construction to allow safe beach access, Hoppen said, won't begin until the street-end itself can be developed.

"Parking is a big part of that," he said. "That's why the two things go hand in hand."

But safety is also a concern, according to Bruce Rogers who lives near the viewpoint. The street

"At this point, the road design is not complete, and won't be for a while yet," Hill said.

Parking problems, sidewalks and road repairs will be addressed with the new design, he added.

But the project, Hoppen said, is still dependent on a grant before it can get underway.

According to Hill, the city has already applied and been turned down for two state grants because the road isn't used by enough people.

Until the money is secured, there will be no road improvements and no public beach access, Hoppen said.

"There is not a formalized route to the beach at this point in time," he said. "This acquisition is to provide for the future."

But for Rogers, who said the beach access isn't needed, the road problems need to be addressed now — not when the city gets a grant.

"They talk about the grant tying the whole thing together, and meanwhile, the road stays the same way," he said. "I don't care about the viewing area, I want a decent road."

Contact reporter Jennifer Lauren at 853-9240, or [jenniferlauren@breifcase.com](mailto:jenniferlauren@breifcase.com)

...

*"I don't care about the viewing area, I want a decent road."*

**Bruce Rogers, property owner near Harborview ferry landing viewpoint**

has needed repairs for some time, he said, and is currently not safe for the many pedestrians who use it.

"It's a mess, we've got sidewalks you can't walk on, no street lights... and it's only a quarter-mile from City Hall," Rogers said. "I don't really think anyone realizes, other than those who live near there, how much pedestrian traffic there is."

"Someday, someone's going to get hurt."

Plans to fix the road have been in the works since 1995, Public Works Director Wes Hill said. But the design was tabled because of neighbor concern expressed in public hearings.

E

## City intends to purchase three properties for parks

BY JENNIFER LAUREN

*of The Peninsula Gateway*

The Gig Harbor city council could spend about \$344,000 for three pieces of property, which would become city parks. The city voted Monday to look into purchasing the land.

The city park at Crescent creek

could be expanded with 1.15 more acres added east of Wheeler Street. The park will be extended and will provide beach access and a water-trail link.

Future improvement to the park could include a canoe and kayak launch, picnic area and tideland access trail. The land has been assessed at \$234,000.

The city will also extend the Harborview Drive ferry landing if plans to purchase 6,100 feet of beach access go through. The owner of the property approached the city to sell the land.

The property is valued at about \$35,000.

According to Mayor Gretchen Wilbert, the property will allow

citizens to walk along the water from Harborview to the Narragansett bridge.

Another park, called Westside Neighborhood park, is planned, once the city purchases 4.76 acres south of 1015 Street Court, near Pt. Fosberg Drive. The land was assessed at \$75,000.

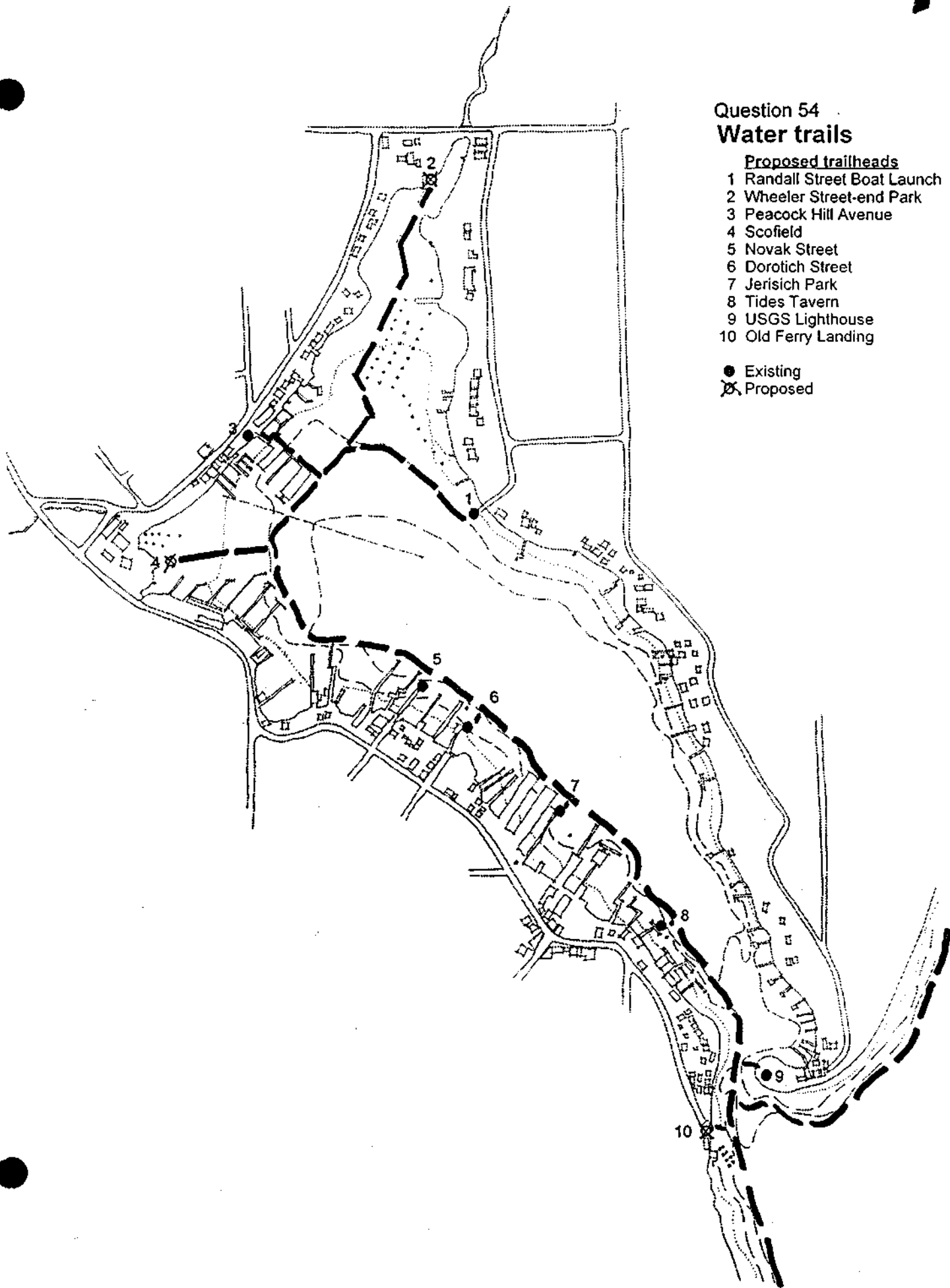


Question 54  
Water trails

Proposed trailheads

- 1 Randall Street Boat Launch
- 2 Wheeler Street-end Park
- 3 Peacock Hill Avenue
- 4 Scofield
- 5 Novak Street
- 6 Dorotich Street
- 7 Jerisich Park
- 8 Tides Tavern
- 9 USGS Lighthouse
- 10 Old Ferry Landing

- Existing
- ⊗ Proposed

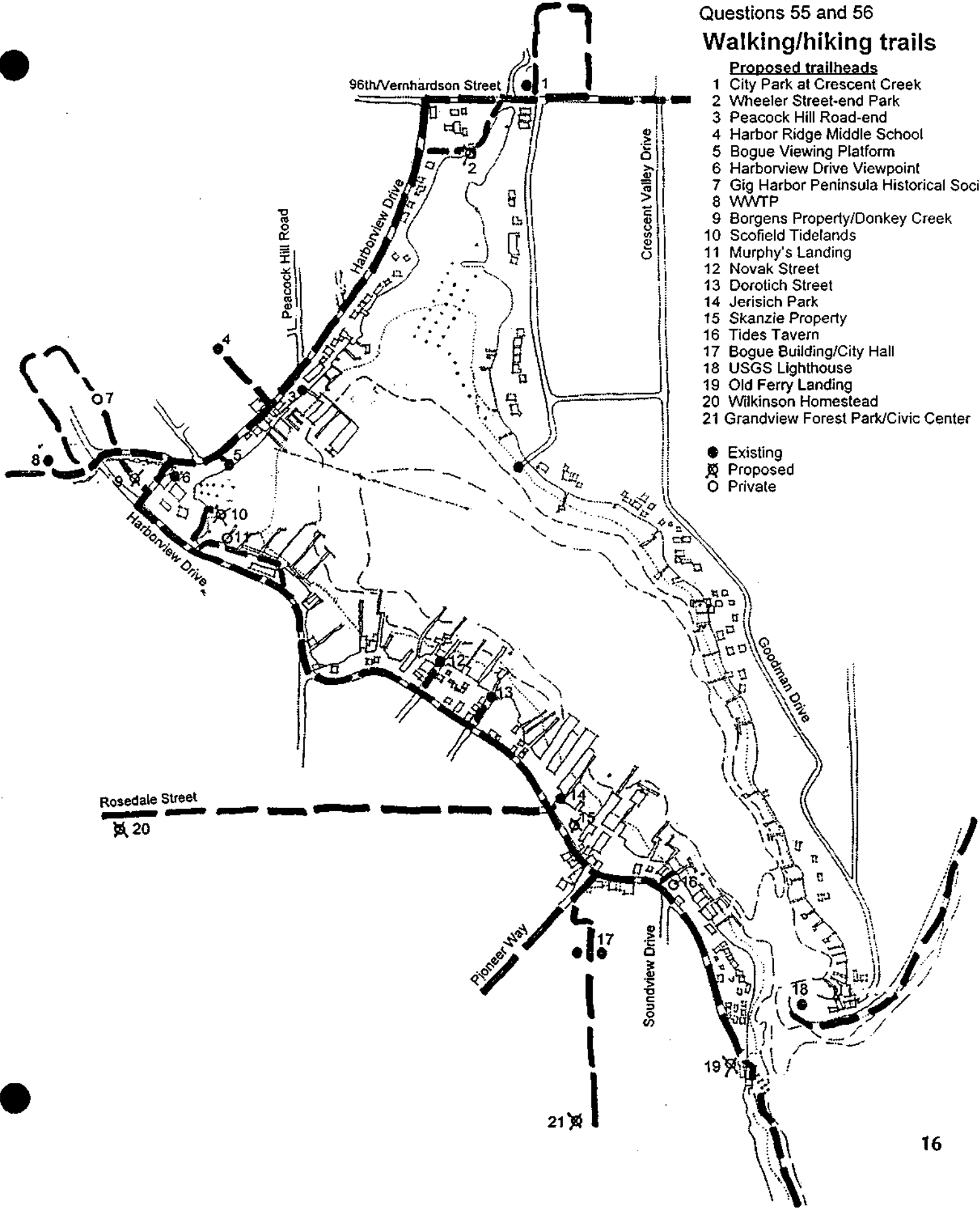


Questions 55 and 56  
Walking/hiking trails

Proposed trailheads

- 1 City Park at Crescent Creek
- 2 Wheeler Street-end Park
- 3 Peacock Hill Road-end
- 4 Harbor Ridge Middle School
- 5 Bogue Viewing Platform
- 6 Harborview Drive Viewpoint
- 7 Gig Harbor Peninsula Historical Soci
- 8 WWTP
- 9 Borgens Property/Donkey Creek
- 10 Scofield Tidelands
- 11 Murphy's Landing
- 12 Novak Street
- 13 Dorotich Street
- 14 Jerisich Park
- 15 Skanzie Property
- 16 Tides Tavern
- 17 Bogue Building/City Hall
- 18 USGS Lighthouse
- 19 Old Ferry Landing
- 20 Wilkinson Homestead
- 21 Grandview Forest Park/Civic Center

- Existing
- ⊗ Proposed
- Private

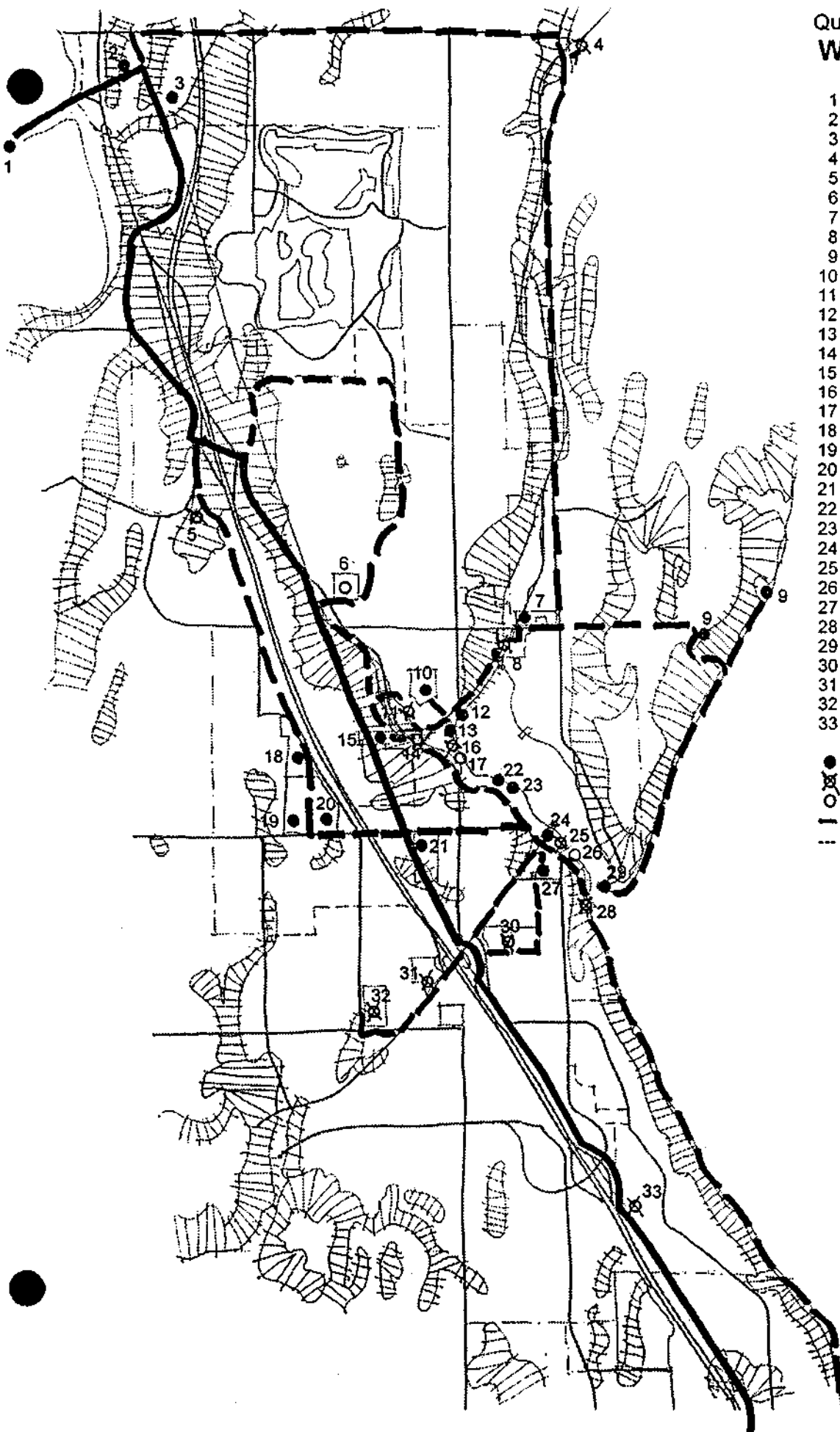


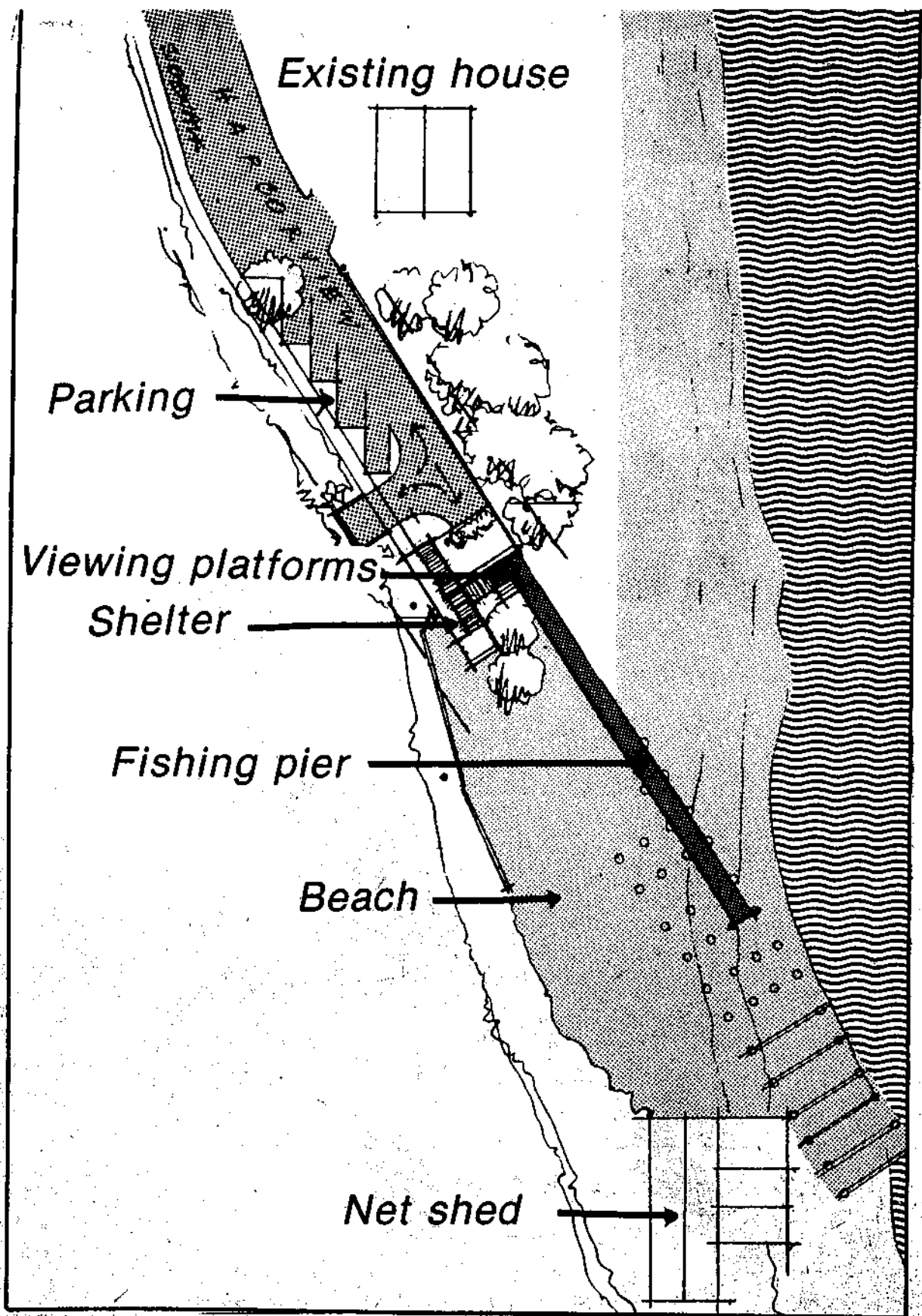
Questions 55, 56, and 57  
**Walking/hiking trails**

Proposed trailheads

- 1 Purdy Sand Spit
- 2 Peninsula High School
- 3 Purdy Elementary School
- 4 Crescent Lake County Park
- 5 Norse Hill DNR
- 6 Burnham Drive Ballfields
- 7 City Park at Crescent Creek
- 8 Wheeler Street-end Park
- 9 Sunset Beach County Parks
- 10 Harbor Ridge Middle School
- 11 Gig Harbor Peninsula Historical Soci.
- 12 Bogue Viewing Platform
- 13 Harborview Overlook
- 14 Borgen's/Donkey Creek
- 15 WWTP
- 16 Scofield's Tidelands
- 17 Murphy's Landing
- 18 Peninsula Recreation Center
- 19 Gig Harbor High School
- 20 Discovery Elementary School
- 21 Wikinson Homestead
- 22 Novak Street
- 23 Dorotich Street
- 24 Jerisch Park
- 25 Skansie Property
- 26 Tides Tavern
- 27 Bogue Building/City Hall
- 28 Old Ferry Landing
- 29 USGS Lighthouse
- 30 Grandview Forest Park/Civic Center
- 31 Tallman's Wetlands
- 32 Tallman park
- 33 Park-n-Ride Lot

- Existing
- ⊗ Proposed
- Private
- Multipurpose trail
- - - Walking/hiking trail





## Project hearing

A HEARING on Gig Harbor's proposed waterfront street ends planning project will be held by the city's planning commission next Tuesday at 7:30 p.m. The commission is soliciting comment on a preliminary draft of the project. This is an architect's drawing of how the end of Harborview Drive at the mouth of the Harbor might be developed under the project.

# Ferry landing plans are unveiled

Viewpoint design was developed by six on committee

by Brian K. Miller  
Gateway staff

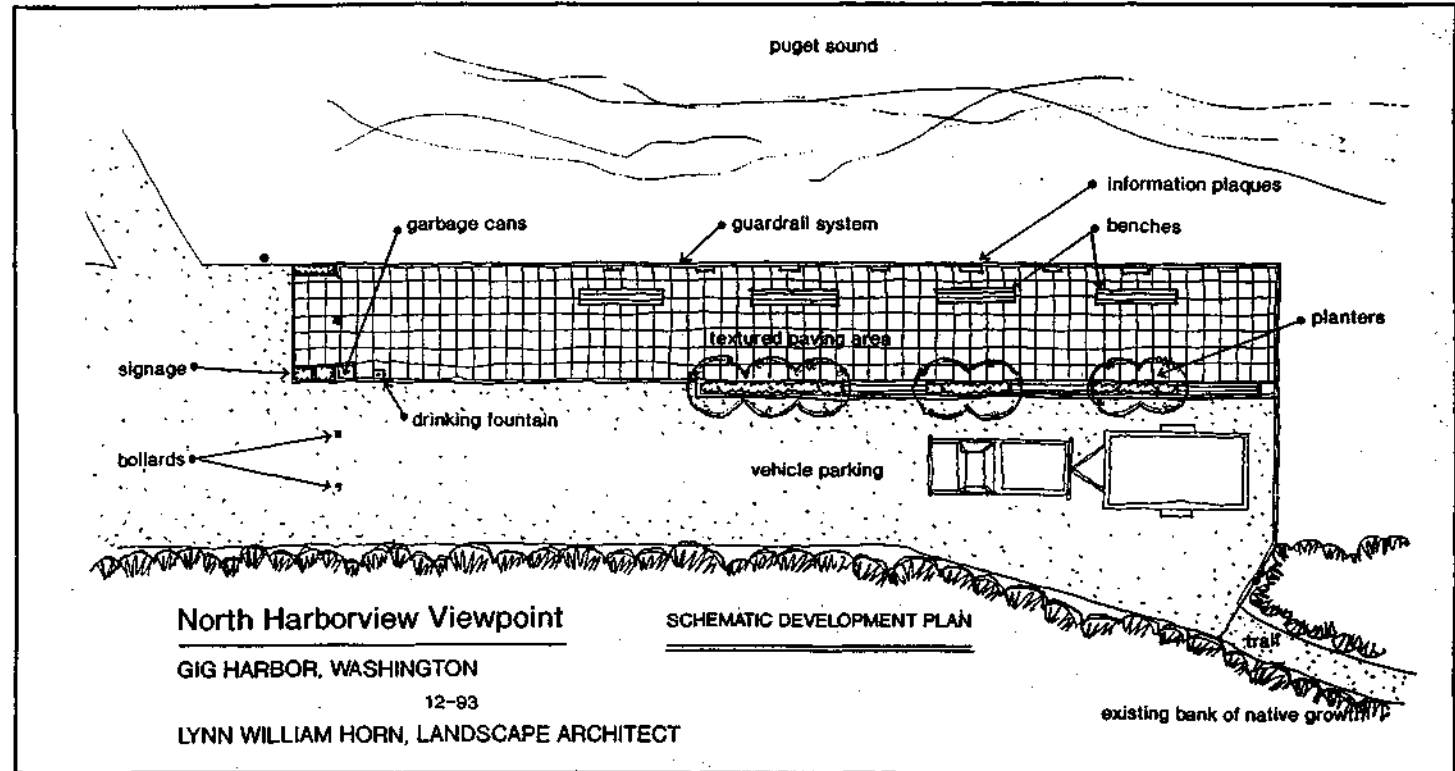
The final drawings for \$400,000 to \$600,000 in proposed improvements to the last few blocks of Harborview Drive leading to the old ferry landing were to be presented to the public last night in City Hall.

At the north end, near Gabe's Italian Cafe and Ristorante and Peninsula Yacht Sales Ltd., plans indicate 20 angle parking spots where parallel parking for 13 currently exists.

Sidewalks would lead view-seeking pedestrians down the road to the old ferry landing. A 15-foot by 120-foot strip along the water side of the landing would be delineated by brick work, benches and information plaques.

The other half of the street end would be vehicle access for beach house residents. No general parking would be allowed on the landing anymore.

The design was created by a six-member committee made up of



This drawing, provided by the City of Gig Harbor, shows what is supposed to go where at the proposed viewpoint at the old ferry landing, located at the end of Harborview Drive.

street-end residents and beach house owners. They've met four times over the past four months to share ideas on what could be done to improve the street-end without

disrupting their lives on the relatively quiet dead-end street.

Several of the residents along that final section of Harborview Drive have voiced concern about the potential impacts such an improvement could bring.

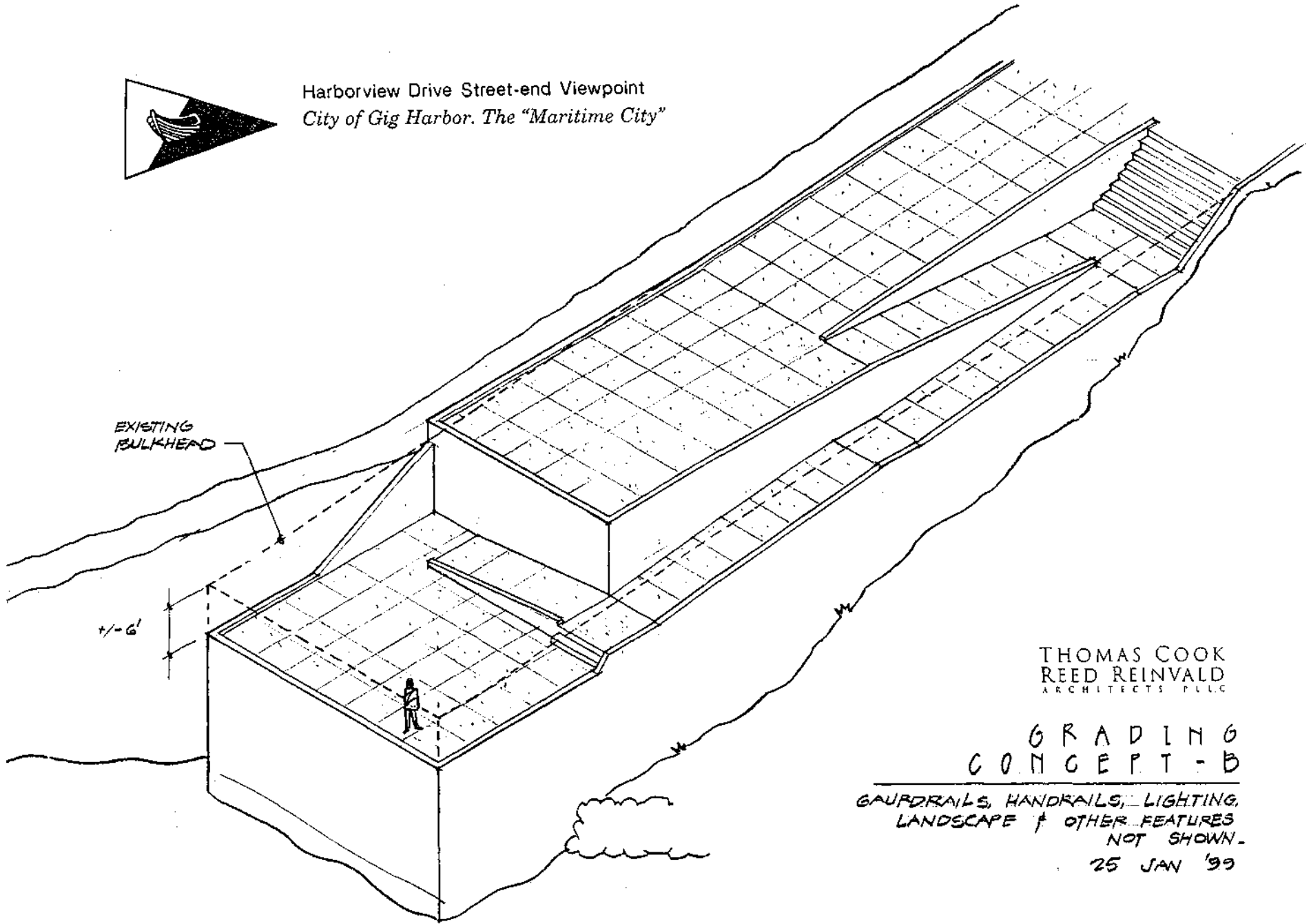
Residents say they already have a problem with litter and with cars

pulling into their driveways and damaging property.

Increased night-time pedestrian traffic, associated security problems, and the impact roadway widening could have on people's yards, the hillside and on-street parking are also concerns.



Harborview Drive Street-end Viewpoint  
*City of Gig Harbor. The "Maritime City"*



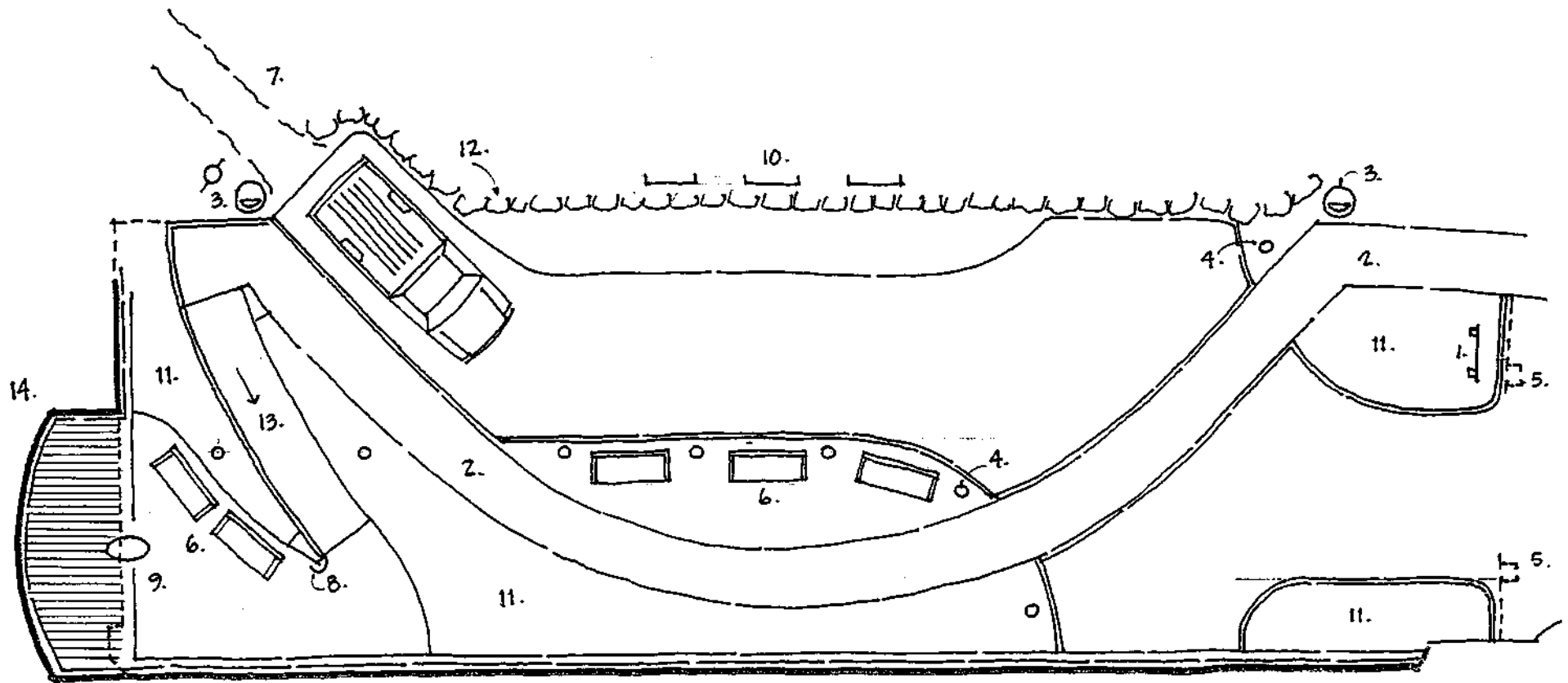
THOMAS COOK  
REED REINVALD  
ARCHITECTS PLLC

GRADING  
CONCEPT - B

GAUDDRAILS, HANDRAILS, LIGHTING,  
LANDSCAPE & OTHER FEATURES  
NOT SHOWN.

25 JAN '99

W



City of Gig Harbor. The "Maritime City."

FERRY  
LANDING  
VIEWPOINT

THOMAS COOK  
REED REINVALD  
ARCHITECTS PLLC

- |                             |                                      |
|-----------------------------|--------------------------------------|
| 1. Sign                     | 8. Handrail                          |
| 2. Sidewalk                 | 9. Sculpture "Farewell"              |
| 3. Trash Can                | 10. Ferry Landing History            |
| 4. Light Bollard            | 11. Low ground cover plants / shrubs |
| 5. Existing traffic barrier | 12. Rockery retaining wall           |
| 6. Benches                  | 13. Ramp down                        |
| 7. Private Trail            | 14. Balcony                          |

25 MAR '99 NORTH →  
0 8 16 24 FT

4

*Backdoor*  
**Gallery**

*Lita Dawn*  
*Charcoals*

*3100 B Harborview*  
*Gig Harbor,*  
*Washington 98335*  
*253-858-8686*  
*fax 253-265-6358*

*February 4, 1999*

City of Gig Harbor  
 Attn: Wes Hill  
 Re: Old Ferry Landing Viewpoint

I attended last week's meeting, saw the design concept and heard the comments from local residents living near the site.

I personally have fond memories of the Old Ferry Landing. Most notably the traditional summer race to the landing for a final wave good-bye as my father rounded the spit in his fishing boat headed North to Alaska. This memory is shared by countless other fishing families here and the landing is nearly the same now as it was then.

Its current use by joggers, lunchtime visitors and bikers is compatible with the neighborhood and the environment. The city of Gig Harbor has the unique opportunity to preserve that. I don't think it needs to be enlarged.

It's my opinion that several small manageable pockets of open space is far more effective than large sweeping parks that bring unwanted vehicular and pedestrian congestion.

The existing rails are historic and functional. Rather than change the site and disturb its fragile historic fabric, I ask that the City consider *enhancements* as its only consideration for limited improvements.

I would suggest:

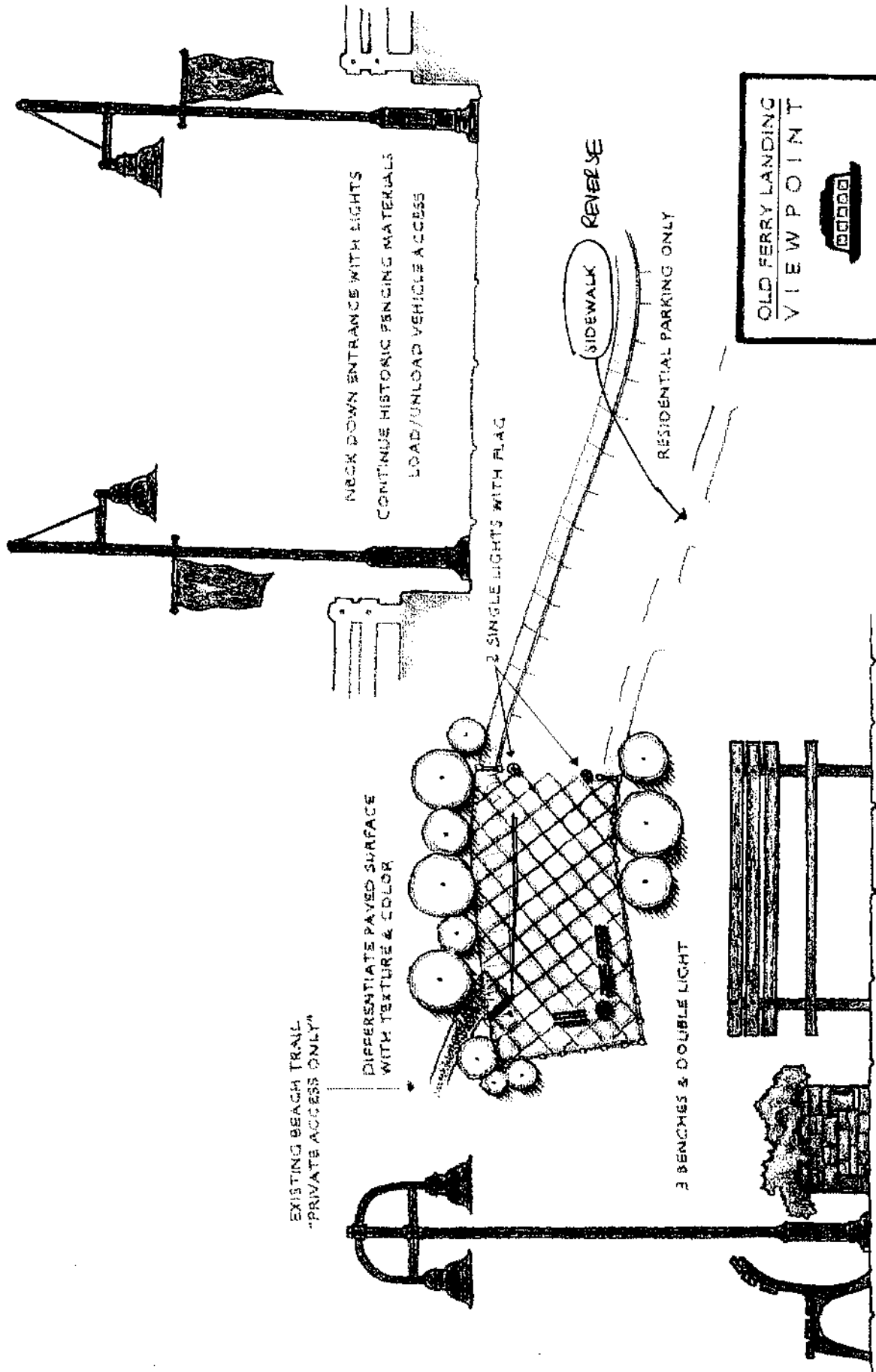
1. textured, scored or colored paving within the pedestrian area
2. 3 permanent benches
3. pedestrian lighting at the entrance (2 singles) and near the benches (1 double)
4. incorporate a visual entrance and
5. construct a neckdown that matches the existing fencing material
6. allow for loading/unloading area at the trialhead
7. establish residential parking stickers for beach cabin owners
8. post "reserved" parking areas for them
9. post landmark signage within the site
10. bring the existing street up to current standards (paving, sidewalks, etc.)

I also ask that the City recognize the value of its name: *Old Ferry Landing*. It's a simple and recognizable piece of history worth preserving.

Enclosed please find my vision for the proposed viewpoint.

Thank you,





**OLD FERRY LANDING  
VIEW POINT**

Once the site of the Gig Harbor to Point Defiance ferry run, the landing operated from 19-- to 19-- and blah, blah, blah, blah, history.



## CITY OF GIG HARBOR **6**

Dear Rose,

8/31/93

I'm so sorry you did not receive notice of our work session on addressing problems and solutions at the Harborview street end. We used the utilities listings with registered voters along with property owners of the beach residents. Your name was left off by an oversight.

Planning continues and we will be sure from now on you are informed. It's very important the ketchikan access be retained & privatized. Keep in touch  
Mayor Pritchett

**DEARBORN & MOSS P.L.L.C.**

Attorneys at Law

**VIA FAX AND HAND DELIVERY**

November 8, 1999

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

Dear Mark:

As you know, the Bingham family has been working with the City and other affected property owners over the past year in order to find a way to fund and build an East-West Road. As part of the public-private package developed to fund the road, the City recently adopted Resolution No. 538 declaring its intent to create an L.I.D., and order the construction of the East-West Road improvements. You have asked the each of the affected property owners indicate the circumstances under which they can support the formation of the proposed L.I.D.

The Bingham Family is willing to support the proposed L.I.D. and the proposed assessment under the L.I.D. subject to the following understandings and limitations:

**East-West Road**

1. It is willing to pay the \$52,800 L.I.D. assessment for the Bingham property benefited by the L.I.D. The principle amount of the L.I.D. will be repaid with periodic payments in accordance with the L.I.D.'s terms and conditions.
2. The Bingham family will receive a credit against any future transportation impact fee charged to the Bingham family equal to the amount of the East-West Road L.I.D. assessment paid by the Bingham family.
3. The Preannexation Agreement for Gig Harbor North, Exhibit D to Resolution 479, requires Pope Resources and Logan International Corporation to dedicate a 100 foot wide right-of-way easement to the City for construction of the East-West Road. In return, they are each entitled to 30 percent of the capacity created by the construction of the two lane roadway. As you know, the Bingham family is not a party to the Preannexation Agreement. Thus, the City will need to acquire or condemn right-of-way from the Bingham family. The Bingham family is willing to dedicate the right-of-way shown on the City's engineering plans provided that it is entitled to capacity for trips generated by 80 single family homes (less than 3% of the capacity of the two lane roadway).

4. Any federal or state funds received by the City for East-West Road will be used to reduce the private property owners' assessments under the L.I.D. in proportion to the ratio that such assessments bear to the total payments by the City and the private property owners in excess of the original \$1,400,000 estimated cost for the East-West Road improvements.

#### Sewer

5. The affected property owners have discussed with the City a number of ways provide sewer service to their properties. The City will ensure that the design of any sewer extensions to the area of the East-West Road L.I.D. will accommodate ultimate service of the Bingham family property. The Bingham family will participate as appropriate in costs.
6. The City has advised us that the sewer line may be located to the south of the East-West Road and that it, to avoid future disruption of the East-West Road, it will construct stubs under the roadway to serve properties to the north. The City will construct at least two stubs serving the Bingham family property at locations to be agreed upon mutually.

#### Water

7. Future alignment for the water lines will be placed in the north shoulder of the roadway as depicted on Exhibit A to the 10/28/99 letter from Pope Resources, copy attached.
8. The Preannexation Agreement requires Pope, Tucci and Logan to construct a 16 inch water transmission line. The City has confirmed that this line will be sufficient to serve the Bingham family property.
9. The City needs to confirm that, as properties to the west of the Bingham family property are developed, the applicants will be required to extend the water transmission line to their eastern property boundaries.
10. The City needs to confirm its intention and timing of acquiring right-of-way and constructing the portion of the water line from the west side of the freeway to Burnham Drive.
11. The City needs to confirm the status and method of financing the extension of the water line north on Burnham Drive from SR-16.

12. The issue of total volume has been discussed in the past. The City needs to confirm the remaining storage capacity (in ERUs) in the 450 zone and the Bingham family may acquire capacity prior to submitting a development application.
13. Fire flow is also a concern. The Bingham family needs confirmation that the projected fire flows will meet the requirements in the City's building code for 80 single family homes.

**Successors and Assigns**

14. The terms and conditions of Bingham family acceptance of the East-West Road L.I.D. as described in this letter and concurred in by the City, will be binding upon successors and assigns of Bingham family and the City.

The Bingham family is readily available to provide any additional information or to meet with the City if required. If the provisions of this letter agreement are acceptable to the City, please have the appropriate authorized City official sign and date each of the duplicate originals where indicated below. Return one duplicate to us and keep the other for your records.

Please accept my apology for not providing this letter to you earlier. Thank you for your patience and consideration in working with us on these matters.

Sincerely,

The Bingham family

By   
Dearborn & Moss P.L.L.C.

Its Attorneys

Accepted and agreed to.

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

Title \_\_\_\_\_

For the City of Gig Harbor

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