

# **Gig Harbor City Council Meeting**

**November 13, 2007  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
November 13, 2007 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of October 22, 2007 and Special City Council Meeting October 29, 2007;
2. Receive and File: a) Joint City Council / Hearing Examiner Meeting Minutes 10/15/07; b) Council Legislative Dinner Meeting Minutes 10/15/07 c) Building / Fire Safety Dept. Monthly Activity Report.
3. Eddon Boat Brick House Painting Project – Contract Authorization.
4. Assistance with EPA Water System Regulations – Consultant Services Contract
5. Sanitary Sewer & Stormwater Facilities Easement and Maintenance Agreements for Crescent Cove Project.
6. Agreement for Attorney Services – Eddon Boat.
7. Donkey Creek Easement Survey and Property Description – Consultant Services Contract.
8. St. Anthony Medical Office Building Plan Review – Consultant Services Contract.
9. Dept. of Ecology – NPDES Stormwater Plan Grant Agreement.
10. WWTP Improvements/Cultural Resources Assessment – Consultant Services Contract.
11. Liquor License Application: Los Cabos Grill.
12. Approval of Payment of Bills for November 13, 2008:  
Checks # 55741 through #55932 in the amount of \$880,904.26.
13. Approval of Payment of Payroll for October:  
Checks #4888 through #4920 and direct deposit entries in the total amount of \$312,764.58. *Note: Check #4905 replaced VOID check #4891 dated October 12, 2007*

**OLD BUSINESS:**

1. Public Hearing and Second Reading of Ordinance – 2007 Property Tax Levy.
2. Second Reading of Ordinance – Prentice Avenue & Benson Street Vacation Request – Todd Block.
3. Second Reading of Ordinance - Prentice Avenue & Benson Street Vacation Request – Douglas & Annette Smith.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – 2008 Proposed Budget.
2. Public Hearing and First Reading of Ordinance – Comprehensive Plan Amendment Application Requirements.
3. Public Hearing and First Reading of Ordinance – Provision of Water & Sewer Outside City Limits.
4. First Reading of Ordinance – Alternative to Sewer Concurrency Processing.
5. First Reading of Four Ordinances – Smoking Ban in City Parks.

**STAFF REPORT:**

1. Update on BB16 – Steve Misiurak.
2. Presentation of Comprehensive Emergency Management Plan – Dick Bower.
3. Street Vacation Checklist – David Brereton.
4. 2007 Comprehensive Plan Amendments – Tom Dolan.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee – Wednesday, November 14th, at 9:00 a.m. in Community Rooms A & B.
2. BB16 Workshops: No. 1- Mon. Nov. 19<sup>th</sup> at 6:00 p.m.; Workshop No. 2 – Mon. Dec. 3<sup>rd</sup> at 6:00 p.m.
3. Operations & Public Projects – Thurs. Nov. 15<sup>th</sup> at 3:00 p.m.

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 22, 2007**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Dick, Conan, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER:** 6:00 p.m.

**PLEDGE OF ALLEGIANCE:**

### **CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of October 8, 2007.
2. Correspondence / Proclamations: Restore International Week.
3. Receive and File: a) Minutes of Workstudy Session CIP – Transportation 9/24/07; b) Minutes of Joint Workstudy Session – City Council and Parks Commission 10-3-07; c) 2008 Parks Commission Work Plan.
4. CLG Grant Agreement for Historic Resource Survey.
5. Conservation Grant Agreement - Development of the Westside Neighborhood Park.
6. Eddon Boat Brick House Roofing Project – Contract Authorization.
7. Appraisal of Vacant Property – Contract Authorization.
8. Agreement for Attorney Services – Drolshagen v. Gig Harbor.
9. Liquor License Renewals: Maritime Mart; Marketplace Grille; Finholm's Market and Grocery; and Gig Harbor Shell Food Mart.
10. Liquor License Application – Harborview Grocery.
11. Approval of Payment of Bills for Oct. 22, 2007:  
Checks #55617 through #55740 in the amount of \$222,518.74.

**MOTION:** Move to approve the Consent Agenda as presented.  
**Ekberg / Franich** – unanimously approved.

### **OLD BUSINESS:**

1. Third Reading of Ordinance – Transfer of Pierce County Right-of-Way. Steve Misiurak, City Engineer, presented this ordinance that would amend the city boundaries in two locations to accommodate the construction of two roundabouts.

**MOTION:** Move to adopt Ordinance No. 1105 as presented.  
**Young / Franich** – unanimously approved.

2. Second Reading of Ordinance - Minimum Lot Size Amendments. Carol Morris, City Attorney, presented this ordinance that relates to two exceptions to minimum lot size standards in the city's zoning code.

Councilmember Franich commented that it isn't a good idea to allow development on substandard size lots.

**MOTION:** Move to adopt Ordinance No. 1106 as presented.  
**Payne / Kadzik** – six voted in favor. Councilmember Franich voted no.

**NEW BUSINESS:**

1. Public Hearing on 2008 Revenue Sources. David Rodenbach, Finance Director, reported on revenue sources for the next year's general fund budget. He explained that most of the increase is due to the expected increase in sales tax revenues. In addition, a larger beginning fund balance is expected in 2008 due to increased revenues and cost savings in expenditures. He said that a 1% property tax increase is being recommended in the following property tax levy ordinance. He addressed Council questions.

Mayor Hunter opened the public hearing at 6:11. No one came forward to speak and the hearing closed.

2. First Reading of Ordinance – 2007 Property Tax Levy. David Rodenbach presented this ordinance setting the 2007 property tax levy. He said that the amount calculates out to be \$1,616,270, which is approximately \$.95 per \$1000 assessed valuation and includes the full 1% increase that the city is allowed. He answered questions on the Eddon Boat bond. This will return for a second reading at the next meeting.

3. Public Hearing & First Reading of Ordinance – Prentice Avenue & Benson Street Vacation Request – Todd Block. David Brereton, Community Development Director, presented information on this petition by Mr. Block to vacate a portion of Benson and Prentice that abuts his property.

Mayor Hunter opened the public hearing at 6:15. No one came forward to speak and the hearing closed.

Councilmember Franich asked whether this could create a building site between the two properties. Further discussion clarified that the adjacent property owners already own these pieces of property and this action only clears the title for tax and loan purposes. The property then could be built upon.

4. Public Hearing & First Reading of Ordinance – Prentice Avenue & Benson Street Vacation Request – Douglas & Annette Smith. David Brereton presented this ordinance to vacate the street in the same proximity as the request from Mr. Block. He stressed that there is no evidence of any use of this property.

Mayor Hunter opened the public hearing at 6:28. No one came forward to speak and the hearing closed.

5. First Reading of Ordinance – Grease Trap Ordinance. Carol Morris explained that the grease trap ordinance was adopted earlier this year, but due to a clerical error,

the incorrect ordinance was codified. The adoption of the correct ordinance will correct this error. She recommended adopting this at this first reading as it has already been passed and needs no further public notice. She did mention that the effective date needs to be updated and a reference added to allow Council to take action at this reading. She further explained that the codifier is not authorized to make substantial changes to the code and adoption of the correct ordinance is the most conservative action to avoid future challenges.

**MOTION:** Move to adopt the grease interceptor Ordinance No. 1107 on the day of its introduction under GHMC Section 1.08.020(b).  
**Payne / Kadzik** – unanimously approved.

6. Gig Harbor Arts Commission – Recommendation to Purchase Art in 2007 and Overview of 2008/2009 Budget Requests. Mayor Hunter introduced Bob Sullivan, Chair of the Gig Harbor Arts Commission.

Mr. Sullivan recognized other members of the GHAC Betty Willis, Vice-Chair, Ron Carson and Carolyn Arnold. Mr. Sullivan utilized a PowerPoint presentation to illustrate examples of artwork by two artists that the Gig Harbor Arts Commission would like to propose for placement in city parks.

The artwork by Tom Torrens would be a free-standing sculpture of a bell and salmon made from welded steel and cast fiberglass that would cost \$5,962. The GHAC recommended that this piece be placed on the sidewalk by Donkey Creek Park.

The second recommendation is for two artistic benches by Douglas Granum made from polished black basalt stone that would cost \$33,520 and be placed on the two Eddon Boat Park bench sites.

Councilmembers thanked the Arts Commission for all their work and recommendations. There were several questions about the practicality and durability of the pieces and whether a more traditional design would better fit the historical nature of the Eddon Boatyard site. Mr. Sullivan responded to the question of the citing choices by explaining that the Donkey Creek Park is finished, and the pads are in place for benches at Eddon Boat. Neither Wilkinson Park nor the Westside Parks are ready for artwork.

The Arts Commission was encouraged to develop a portfolio of art for placement around the community. They were also asked to work closely with the Parks Commission and Design Review Board to develop criteria for placement of art and to work towards including art in major development projects. It was agreed that they need to be involved early on in the design. The commission was invited to attend the October 29<sup>th</sup> presentation on visioning for the city.

Council asked the Arts Commission members to discuss the comments from this evening with both artists, then to meet with the Parks Commission and Design Review Board to discuss and to develop a recommendation for Council consideration.

Mr. Sullivan reiterated his understanding that the Gig Harbor Arts Commission should put this proposal on the back burner and then come back with new photographs, new ideas, new drawings and a tightened sketch from both artists. Also, re-examine other benches and materials. He then moved onto the second portion of their presentation.

#### Overview of 2008 GHAC budget request and proposed 2009 GHAC budget request.

Mr. Sullivan said that a representative of the Gig Harbor Peninsula History Museum and the International Thunderbird Boat Association came forward with an idea to commemorate the 50<sup>th</sup> Anniversary of Hull No.1. Further discussion led to a design that would also include a memorial plaque to Ed Hoppen. He explained that whether the Arts Commission should be involved in memorial art is a philosophical question, but the GHAC is suggesting a partnership with these two non-profits to come up with funds to do something significant at the Eddon Boatyard to honor the 50<sup>th</sup> anniversary event. He recommended an earmark of \$20,000 from the GHAC budget to work towards this. He said that the proposed design shown in the photo might be a bit small, and said that the GHAC would like to lend support to a different concept. He mentioned the Mayor's suggestion of a full scale T-Bird to recognize the boat building industry that took place.

Councilmember Franich voiced concern with the scale of a full-size boat placed at this site. Mr. Sullivan responded that the GHAC isn't suggesting a full-scale piece; it was just one idea that he is passing on. It is up to the ITBA and PHS to propose a design, and the Arts Commission just wants to support the concept of recognizing the boat-building industry.

Mayor Hunter asked if all three groups would contribute equally. Mr. Sullivan said that the ITBA and PHS are presenting as one group, and it is up to them to come up with whatever they can. The Arts Commission wants to support the concept with the earmarked funds.

Councilmember Ekberg said that he thinks this is a great concept and a great place, and collaborating with the other entities is a good idea, but he agreed with Councilmember Franich on the size. There is no need to recreate a full-size model when the museum already has the Thunderbird Number One.

Mr. Sullivan said that the second budget request is for \$1000 for installation and signage for the Bonney Family public artwork donation for the Austin Estuary Park. The third request is for \$15,000 for public art to honor the community's Scandinavian influences at the Bogue Viewing Platform. He explained that if the Arts Commission is allowed to purchase the two art pieces in 2007 and these three items in 2008, the Public Art Capital Projects Budget would be reduced to \$15,500, which is a safe cushion.

Mr. Sullivan mentioned the request for 2008 General Fund Request to support grants and website development before moving on to an overview of the request for 2008 Capital Art Project funds. He explained that they are requesting \$73,000 additional

funds for two projects: the first, a project at the Austin Estuary Park to complement the bronze cormorant donated by the Bonney Family. He showed examples of cut-steel sculptures from Raymond as an idea of what could be done at this site. The second project he discussed is a new Gig Harbor Entrance Sign at the top of Pioneer. He suggested working with the same artist that created the stainless sculpture in the Civic Center to do signs that would be much more pleasing. He used the City of Sumner entrance sign as an example.

Councilmember Franich commented on the new, sandblasted wood signage throughout the city as a result of the recent wayfinding efforts. He asked if discussion had taken place with staff or other community members regarding changing the style of signs. He said that he prefers the wooden signs and would be concerned with a contrast in the style. Mr. Sullivan agreed that there should be consistency which we have with the directional signs, and they are not suggesting changing these. He said that one recommendation is a "rolling budget" of \$25,000 - \$30,000 per year for signage that would go through the design review process and eventually replace all the entrance signs with nicer signs.

Mr. Sullivan continued to explain that there will be construction at the intersection of Pioneer and Harborview, and the Arts Commission is suggesting setting aside funds for a realistic bronze statue similar to the Fishermen's Memorial. These can be quite expensive, and they are recommending \$65,000 for this. Another idea that they would like Council to consider is an earmarked percentage of new construction budgets for public art similar to other jurisdictions. This would help to involve the Arts Commission in new construction process.

Councilmember Dick complimented their efforts in long-range planning.

**STAFF REPORT:**

Quarterly Report. David Rodenbach, Finance Director said that all funds are tracking to come in within budget. He offered to answer questions.

**PUBLIC COMMENT:** None.

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

Councilmember Franich asked about the Transportation Alternatives Open House. Mayor Hunter and Rob Karlinsey responded that it went very well, and a report would be coming to Council in the near future.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GH North Traffic Options Committee – Wednesday, October 24th, at 9:00 a.m. in Community Rooms A & B.
2. Tour of Hospital Site following the GH North Traffic Operations Committee above.
3. Special City Council Meeting – October 29<sup>th</sup> at 6:00 p.m.



4. Six-Year Transportation Update Open House – Nov. 1<sup>st</sup>, 6:30 p.m. Community Rooms A & B.
5. Budget Workshops, Monday and Tuesday, November 5<sup>th</sup> and 6<sup>th</sup> at 6:00 p.m. Community Rooms A & B.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:50 p.m.  
**Franich / Payne** – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1- 30  
Disk #2 Tracks 1-9

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk

**SPECIAL MEETING OF THE GIG HARBOR CITY COUNCIL**  
**October 29, 2007 – 6:00 p.m.**  
**Gig Harbor City Council Chambers**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter.

**CALL TO ORDER** 6:00 p.m.

**PLEDGE OF ALLEGIANCE**

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

**MOTION:** Move to adjourn to Executive Session at 6:01 p.m. for the purpose of discussing pending and potential litigation for approximately thirty minutes.  
**Franich / Dick** – unanimously approved.

**MOTION:** Move to return to regular session at 6:49 p.m.  
**Franich / Conan** – unanimously approved.

**MAYOR PRESENTS 2008 BUDGET**

The Mayor opened by saying that the key theme of the budget is to provide the infrastructure we need in response to the unprecedented growth within the City over the past few years. He continued by saying that the projects also prepare the City for future areas of anticipated growth. He stated that these are one time capital improvements, which account for the majority of the budget increases over last year and are financed primarily through grants and low cost loans.

He then listed some of the City's goals.

- Better development of tree and buffer regulations for developments in order to retain our cities character and rural environment. This work is already on the Planning Commission work plan for 2008.
- Update the City's shoreline requirements which have not been updated since 1975. Together with the Subarea Plan, we must ensure that upland requirements are consistent with shoreline requirements.
- In order to support Downtown business revitalization and still maintain the historic integrity of the View Basin, a joint effort between the City's Marketing Department, the Chamber of Commerce and a new group called Mainstreet is underway. The Mayor then went on to explain a little about the Mainstreet Organization.

The Mayor then went on to report on various grants, programs and operations which the City has completed or started. These topics included park development, street improvements, police coverage and sewer improvements.

The Mayor thanked staff, the City Council and citizens for helping in the drafting of the 2008 budget.

**RECESS TO STUDY SESSION:** Downtown Business Plan – Rod Stevens.

Introduction: The Mayor gave some insight into Rod Stevens back grounds and his areas of expertise saying that he has worked in real estate for over 25 years. The mayor then went on to share Mr. Stevens' other credentials and areas of expertise.

The Mayor stated that the goal of the meeting is to develop a downtown strategy and to get all the major players on board to work together and define who we are and where we want to go.

Rod Stevens came to the podium and opened by saying that he works as a development consultant. He also stated that financially driven development is what he focuses on. Rod Stevens stated that charming and historic areas are nice but that they are not going to be financially healthy without new and growing investment.

Mr. Stevens then went about with his presentation explaining the types of questions which need to be asked and answered before the City starts developing a downtown strategy.

Some of the key points included:

- Product or Packaging. Will downtown be a place for locals and tourists alike or will it be packaged (no substance) and therefore be a place to visit once every 1-5 years? (ex. Leavenworth)
- Anchor Activities. The importance of having the right anchor for downtown that will encourage people to stay and enjoy their time in the downtown.

Rod Stevens also stressed that this should not be a City staff driven effort but rather key groups should be empowered. He also stated that it is important to set expectations and define a dollar value as to what the City is willing to play.

At the end of his presentation Mr. Stevens fielded questions from the Council. Councilmember Payne wanted to know what the next step would be. Mr. Stevens answered saying that the community needs to discuss the position of downtown and the involvement of the parties involved. He said that the City needs to explore what it wants to do.

He also discussed the need to:

- Decide if there would be an infill of new buildings onto the downtown core.
- Identify Anchors.
- Decide who is prepared to lead.
- Settle on a dollar amount as to how much the City is prepared to spend on this project.

Councilmember Payne then asked for some good and bad examples of downtown revitalizations. Rod Stevens answered with the following list.

Good examples – Portland, OR and Berkley, CA

Bad examples – Bainbridge Island, WA (spending too much money)

### **ANNOUNCEMENT OF OTHER MEETINGS**

1. Six-Year Transportation Update Open House – Thursday, Nov. 1<sup>st</sup> at 6:30 p.m. Community Rooms A & B.
2. Budget Workshops; Monday and Tuesday, Nov. 5<sup>th</sup> and 6<sup>th</sup> at 6:00 p.m. Community Rooms A & B.
3. Intergovernmental Affairs Committee; Tuesday, Nov. 13<sup>th</sup> CANCELLED.
4. City Council Meeting on Tuesday, Nov. 13<sup>th</sup> (due to Holiday).
5. Gig Harbor North Traffic Options Committee – Wednesday, Nov. 14<sup>th</sup> at 9:00 a.m.
6. Operations and Public Projects Committee – Thursday, Nov. 15<sup>th</sup> at 3:00 p.m.

### **ADJOURN:**

**MOTION:** Move to adjourn at 8:02 p.m.  
**Franich / Conan** – unanimously approved.

CD recorder utilized:  
Disk #1 Track 1 – 6

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk

**COUNCIL WORK STUDY SESSION**  
**Joint City Council / Hearing Examiner Meeting**  
**Monday, October 15, 2007 5:00 p.m.**

Members Present: Mayor Hunter and Councilmembers Ekberg, Young, Franich, Conan, Dick, and Kadzik. Margaret Klockars, Hearing Examiner and Carol Morris, City Attorney Tom Dolan, Planning Director and Molly Towslee, City Clerk

Mayor Hunter opened the meeting and asked Ms. Klockars to present.

1. Status Report – The Hearing Examiner’s experience with Gig Harbor in the past year. Ms. Klockars said that it has been a pleasure getting to know the city and working with our very professional staff. She gave an overview of Hearing Examiner statistics for activities over the last eight months by category. She prefaced the information by saying that during the eight sessions there have been 22 individual hearings. She commented that during these sessions amount to approximately eight hours, which surprised her. She concluded that staff has worked out the issues so well that by the time it gets to her; there aren’t many comment or contested matters. She continued to describe the statistical information and answer questions.

2. The Hearing Examiner’s proposed changes to process or her contract. Ms. Klockars asked about the need for the Hearing Examiner decision for site plan reviews. She said that these are largely technical with little discretion as the staff reports are so thorough and competent. She said that rarely are there additional comments at the public hearing and delay could be avoided if the decision were made and then have an appeal come to the Hearing Examiner if someone disagrees with the administrative decision.

Councilmember Franich commented that he sees the Hearing Examiner as an important part of the process; someone who can take an independent look at staff decisions.

Councilmember Young recommended revisiting this in another six to twelve months to see if the trend continues. If it does, then Council could decide to allow site plan decisions to be done administratively with an appeal to the Hearing Examiner. Councilmember Ekberg agreed.

Ms. Klockars then mentioned that her second observation is in regards to the Design Review Board. She said that she has yet to receive an inappropriate recommendation from them and she has adopted their recommendations in each case. She said Council could consider administrative decisions for these recommendations with an appeal process to the Hearing Examiner. She stressed that she is not a design professional and relieved that she hasn’t had an appeal.

Councilmember Young said that this is a way to avoid the one public hearing regulation. Carol Morris pointed out that Council also decided not to have the Design Review Board making decisions.

Tom Dolan explained that recently adopted amendments to the code allow the applicant to get to the Design Review process early on and that has helped a great deal. The other concern with having the Design Review Board make a decision is the requirement to develop findings and conclusions.

Councilmember Young added that another problem is the applicant using the approval by the Design Review Board as justification for Hearing Examiner approval.

Councilmember Ekberg responded to a question of how it became the Hearing Examiner's responsibility to make site plan decisions. He explained that when he first served on Council, they made the decision. When he came back on, it had been moved to the Hearing Examiner. Because Councilmembers had different opinions, it became a complex and legal issue.

Ms. Klockars then asked about interpretation appeals. She said she is used to having a prescribed standard of review or amount of weight to give to the director's decision to help her make her own.

Councilmembers and staff discussed her reversal of a director's decision in regards to a 30' dense vegetative screen. It was decided that she made the correct determination.

Carol Morris pointed out that the interpretation section of the code needs to be updated which may help to address some concerns.

Ms. Klockars then said that after she has worked with the city's code further, she may have other suggestions. Councilmember Ekberg commented on the professionalism of her hearings.

Councilmember Franich asked her opinion of the design code trumping the zoning code. Ms. Klockars responded that she is still trying to get used to it and not prepared to make an observation at this time. She did say she is happy to see some of the development standards incorporated into the code.

Tom Dolan said that staff really enjoys working with Ms. Klockars and are glad for her calming influence in hearings. He proposed another joint meeting earlier next year.

Councilmember Dick explained that one issue that has caused quite a bit of discussion is the interpretation of variances and how much deference should be given to the underlying code. He asked Ms. Klockars to consider this and if she identifies anything that requires attention to let them know.

Ms. Klockars responded that she is impressed with the hierarchy of variances and the clear and strict criteria.

Councilmember Franich asked if she takes financial feasibility of a project into consideration when reviewing an application for a variance. Ms. Klockars responded that unless it relates to the minimum reasonable use of the property, but generally speaking, no she does not.

There were no further comments and the work study session adjourned at 5:56 p.m.

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Respectfully submitted,  
Molly Towslee, City Clerk

**COUNCIL LEGISLATIVE DINNER**  
**Monday, October 15, 2007 6:00 p.m.**

Members Present: Mayor Hunter and Councilmembers Ekberg, Young, Conan, Dick, and Kadzik.

Senator Derek Kilmer, Representative Pat Lantz, County Councilmember Terry Lee, and Hannah Johnson, Legislative Aid.

Rob Karlinsey, City Administrator; Mike Davis, Chief of Police; David Brereton, Community Development Director; Steve Misiurak, City Engineer; Molly Towslee, City Clerk; and Carol Morris, City Attorney.

Mayor Hunter opened the meeting at 6:30 p.m. and welcomed everyone. He said that this dinner is to show appreciation for all the support that the Legislative Representatives have offered to city projects during this year. He asked Rob Karlinsey to present an overview of the 2007 projects.

Rob Karlinsey said that this has been an awesome year for Gig Harbor. He gave an overview of some of the 2007 accomplishments such as the Westside Park Grant, the CERB Grant, the Heritage Grant for Eddon Boat, and a Historical Assessment Grant. He mentioned others that the city will benefit from indirectly such as YMCA and Boys and Girls Club. He then asked for input on what went well, and what could we do better.

Councilmember Young commented that these were all good projects, with lots of partners and great community support.

Mayor Hunter mentioned two other projects; the Conservation Futures Grant and the County participation in the Cushman Trail project.

Councilmember Dick also voiced appreciation for the partnering on projects.

Senator Kilmer commented that one valuable thing that Gig Harbor has done is to articulate an agenda that defines priorities. He said that this input is valuable to present to Committee Chairs and helps to garner support.

County Councilmember Terry Lee reported that he is meeting with the Pierce County Delegation in January to discuss legislative issues for the upcoming year and to address the needs on a local level. He stressed that early input is important and asked that Gig Harbor forward any ideas that should be discussed.

Mayor Hunter mentioned plans to rebuild 38<sup>th</sup> Street, which borders on Pierce County from 56<sup>th</sup> down to the schools. He stressed how important it will be to have support from Pierce County on this project.



Representative Lantz commented that improvements to the infrastructure had been in past plans, but it was extremely controversial, because it will change development in that area.

Rob Karlinsey then reported on the last legislative session. He said that the city's lobbyist was able to bring the city's projects to light, and city representatives met with several legislators face to face. He praised Senator Kilmer and Representatives Lantz and Seaquist for their relentless efforts to keep the city on the list for a CERB Grant.

Senator Kilmer mentioned a great opportunity. He said that the Chamber of Commerce is in the process of developing a legislative agenda. He suggested that the city communicate with the Chamber for inclusion of local projects.

Mr. Karlinsey said how much the city appreciates the lawmakers not hesitating to call. He thanked everyone for the great partnership and the passion shown for city projects.

Representative Lantz responded that the timing has been right for Gig Harbor. It has allowed the city to get familiar with the GMA before all the people came rolling in. As a result, we have been able to leverage our good position into a better position to garner support for good projects.

Mr. Karlinsey explained that the Council Intergovernmental Affairs Committee has discussed top priority projects for the city in the next two years at both state and federal levels. He handed out a summary of these projects. He commented that 2008 is a supplemental budget on the state level and not a lot gets approved during these sessions, and so 2009 is when the city can apply for funding.

## **2008 Projects**

### Sewer Treatment Plan Expansion and Outfall Extension Capital Earmark

Mr. Karlinsey explained that only emergency projects have a chance in the 2008 state budget. He stressed that the city does have an emergency and discussed the need to expand the Wastewater Treatment Plant and the State Department of Ecology requirement to extend the outfall into the sound for environmental reasons. He said that the city would like to ask the state for a portion of the money to help with these projects.

There was discussion on the need to expand the treatment plant due to large projects and storm events and what might happen if there is an overflow.

Steve Misiurak explained the project phases. He said that funding will need to come from Public Works Trust Fund loans, connection fees, and any other funding sources. In 2009, the Outfall will be required to be extended in order for the city to retain its permits.

Senator Kilmer recommended that the city prepare a budget with the argument for why this is an emergency to bring forward. He added that the message has been that this will be an extremely thin capital budget largely due to investments in school construction.

Representative Lantz said that it could be argued that part of the emergency nature of these projects is because of externalities due to the success of the bridge. This area has been opened up and now the city needs to deal with the related sewage issues.

Senator Kilmer added that another argument on the outfall project may be the Department of Ecology requirements resulting in unfunded mandates.

Councilmembers stressed that the city did try and plan ahead, but with all the growth, the addition of the hospital, plus severe weather events, the real need was unknown.

#### Designating Net Sheds as State Historic Structures.

Mayor Hunter said that he had received a favorable e-mail from Representative Lantz on this agenda item.

Representative Lantz discussed a process to establish Puget Sound as a National Maritime Heritage Site. When this is in place, all the areas along the sound that are interested in historic preservation will be eligible for sizeable federal funding. She requested \$150,000 to get started on this in 2008. She added that she has been appointed to the Tourism Commission to represent small cities in cultural and heritage tourism. She then said that history tourism generates \$670 million annually to the State of Washington which could be a great economic asset to the community.

#### Utility Extension Outside City Limits

Mayor Hunter announced that the City Attorney had requested that an item be added to the agenda.

Carol Morris gave an overview of a recent case, MT verses Renton, in which the City of Renton required a property owner outside city limits but within the UGA to conform to the city's development regulations as a condition to receive sewer service. The property owner refused and appealed the condition and the Court of Appeals determined that it was an illegal condition. Ms. Morris explained that Gig Harbor has similar requirements as do many other jurisdictions.

There was further discussion about how this affects Gig Harbor as the sole provider of sewer, and how it leaves the city without the ability to control development.

Ms. Morris handed out a draft bill, and asked for help in addressing this issue.

Representative Lantz responded that this is an emergency due to the current pressure to develop. She said that this could pull the rug out from our extraordinary quality of standards. Our local comprehensive plan is unequal to any in performance standard approach, adding that this affects Pierce County development on this side of the bridge as well.

Councilmember Lee offered to work closely with the city to identify inconsistencies between community plans and standards.

Ms. Morris said her dream is for Gig Harbor and Pierce County to get together and have the same standards for the UGA and to become a model for other jurisdictions to emulate.

Councilmember Lee said that he will commit Pierce County Staff and efforts on the Council to move in that direction as soon as possible. Representative Lantz said that she and Senator Kilmer would be standing by to help in any way they can.

Ms. Morris and Councilmember Dick discussed how an Interlocal with Pierce County to enforce the city's code in the UGA would effect comp plan amendments.

### **2009 Projects**

Rob Karlinsey gave an overview of several requests for projects that have been identified as priorities in 2009.

- Maritime Pier and Fuel Dock
- Heritage Grants: Skansie Net Shed and Eddon Boat
- Donkey Creek Daylighting
- Perform Arts Center

Senator Kilmer commented that there may be an opportunity to work with the Port of Tacoma on a maritime pier and partnerships would help to obtain state funding.

Councilmember Lee added that the Port is looking to put money into a project to recognize Jack Fabulist. He said that he would be glad to go to the Port to explore options.

Mayor Hunter said that what is needed is a more solidified plan to present for consideration. He will be working with the fishermen in the near future to discuss this.

Senator Kilmer left the meeting at this time due to a prior commitment.

Representative Lantz addressed the Performing Arts Center saying that this has been one of her personal wishes. She mentioned a conceptual of a center located downtown she had seen, which in general, was incredibly creative. She asked how to start the process to garner community support.

Mr. Karlinsey explained that this project was placed on the list to see if there was interest in moving forward. Councilmember Ekberg said that the concept in Gig Harbor North is interesting, but he doesn't think the city should be the driving force.

Councilmember Lee explained that this concept is being explored by Harbor Christian Church who will supply the property, but they don't have the capital for construction costs.

Councilmember Young said that the concept that is being discussed is to construct the building and use a lease-back option to enable the Church to share the facility with others.

Representative Lantz suggested that a performing arts center located downtown could provide an anchor to draw people and keep it "the downtown."

There was continued discussion on finding sufficient property and zoning restraints on size.

Mayor Hunter asked if there were any further comments.

Councilmember Lee went through a short list of projects that he is going to be working on in the next few months for informational purposes.

- Cushman Trail – Phase II
  - 5.7 million
- Cushman Trail East to Narrows
  - Meeting with Tacoma Power
- Tacoma Narrows Airport Acquisition
  - Meeting with FAA to discuss on October 24th
- New Road Shop and Sheriff's Office on 144th
- Bridge Lights
  - Nothing in the budget
- Impact Fees
  - Would like to pursue work within the UGA to address issues in Gig Harbor
- Holding District Court at Civic Center
  - Utilize Municipal Court 1-2 days each month
  - Increase due to impact from emphasis patrols and toll infractions
- Boys & Girls Club – Funding Senior Center Component
  - Fund @ \$35,000 - \$50,000 in 2008 carried over to 2009 when open
  - Might become permanent funding through other senior programs
- Buildable Lands Report – 5 Year Update
  - Shows plenty of capacity to satisfy economic development and population growth over the next 25 years.
  - County Council backing away from expanding any UGAs.

Rob Karlinsey commented that Peninsula Athletic Association has expressed interest in being the lead on a Senior Center. He said that PenMet Parks will not have a presence at the Boys & Girls Club, but he will pursue a partnership with Mark Connelly.

Mr. Karlinsey then asked about the under bridge option for the Cushman Trail that came up due to Homeland Security issues. Councilmember Lee responded that the idea to join the Scott Pearson Trail with the Cushman Trail is being discussed.

Representative Lantz commented that the extension of the Cushman Trail under the Narrows Bridge is on her personal highest agenda for the next legislative session. Homeland security is one concern, but she assumes we can get past this hurdle. She said that the bigger issue is funding. She talked about a conceptual to tie the trail to a park adding that funding options are being discussed.

Councilmember Lee said that the project makes good sense and will lend support.

There were no further comments and the session adjourned at 7:52 p.m.

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Respectfully submitted,  
Molly Towslee, City Clerk

# Memo

**To:** Mayor Hunter and City Council Members  
**From:** Dick J. Bower, CBO – Building/Fire Safety Director  
**CC:** Rob Karlinsey  
**Date:** 11/6/2007  
**Re:** Building and Fire Safety Report for the Month of October

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The following report is being provided in an effort to keep you informed of the myriad activities of the building and fire safety department over the past month. If you have any questions please give me a call, e-mail or visit and I'll get you the answers.

## **Departmental Activities:**

During the period building and fire safety staff took part in the following activities:

- Attended pre-construction meetings with Perrow Const. and St. Anthony's
- Participated in project coordination/ close-out meetings for Galaxy/Uptown projects, Rush Const.
- Visited Pt. Townsend building dept. to benchmark their Interlocking processes and procedures.
- Attended PCDEM storm hazards meeting.
- Witnessed 1 fire flow test for Madison Shores project.
- Provided comments to engineering and planning departments on 13 projects.
- Participated in pre-ap for T-Mobile installation at GHN Water tank and intake for Oly. Town Center.
- Provided comments on grease interceptor regulation update.
- Participated in 4 counter conferences on various projects.
- Toured American Plywood Assn. testing facility in Tacoma with other regional jurisdictional staff.
- Participated in LEPC teleconference.
- Attended MBA jurisdictional forum.
- Met with WSAFM board on presentation for Fire Marshal's roundtable.
- Attended Eddon Boat kick-off meeting and provided comments on grant details.
- Hosted regional emergency planning workgroup meeting.
- MyBuildingPermit.Com management Committee meeting.
- Testified on code issues at State Building Council public hearings.
- Attended and presented report at WSAFM annual Roundtable.
- Participated in GHN Traffic Options Committee meeting.
- Interviewed receptionist candidates and hired well qualified new person.
- Attended diversity training

## **New Permit Applications**

New Commercial -	3
New Residential -	0
Remodel / Tenant Improvement -	7
Other (Includes plumbing, mechanical, fire system, fuel gas, etc.) -	63
Total -	73

Total valuation - \$ 4,184,915.00  
Fee revenues - \$ 21,583.61

**Large Projects Reviewed and Awaiting Revisions:**

- Rite Aid remodel
- Shops at Harbor Hill bldg.s E&F
- Northwood MOB
- Mallards Landing bldg's 2 A/B/C, 3, 7 A/B/C/D/E/F

**Major Plan Reviews Completed:**

Include big, complex or politically sensitive projects here

**Permits Issued:**

Commercial - 0  
Residential - 0  
Remodel/TI - 10  
Other - 50  

---

Total Issued - 60

Total Valuation - \$ 1,336,868.00  
Fee Revenues - \$ 23,199.75

**Inspections:**

The following inspections were performed:

Periodic inspections - 355  
Final Inspections - 34  
Certificate of Occupancy - 11  

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Total -

**Enforcement:**

The following enforcement actions were taken:

Investigations - 2  
Stop work orders issued - 1  
Citations issued -  
Civil NOV's issued -  

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Total - 2

**Certificates of Occupancy**

- Borders Books
- Costco
- Costco Fuel Station

**Fire Inspection Referral /Refusal Follow-ups:**

GH Ford/Young Life

**Business License Inspections:**

**Training:**

- SFPE fire sprinkler system plan review training
- Interlocking Inspection Asst. module training
- Diversity Training
- Weyerhaeuser engineered wood seminar
- Continued providing training to new building inspector



Business of the City Council
City of Gig Harbor, WA

Subject: Eddon Boat Brick House Painting Project

Proposed Council Action: Authorize the award and execution of the contract for the Eddon Boat Brick House Painting Project to Pro-Painters LLC for their bid quotation in the amount of five thousand two hundred eighty dollars and zero cents (\$5,280.00).

Dept. Origin: Community Development

Prepared by: David Brereton, Director of Operations

For Agenda of: November 13, 2007

Exhibits: Construction Services Contract

Initial & Date

Concurred by Mayor: CLH 10/31/07
Approved by City Administrator: RJK 10/30/07
Approved as to form by City Atty: CAM 10/29/07
Approved by Finance Director: [Signature] 10/29/07
Approved by Department Head: [Signature] 10/26/07

Table with 4 columns: Expenditure, Amount, Budgeted, Appropriation. Row 1: Required \$5,280.00, Budgeted \$50,000.00, Required \$0.

INFORMATION / BACKGROUND

The 2007 Parks Operating budget, Objective No. 19, provides \$50,000 for the repair of the roof, paint, chimney and deck of the brick house at Eddon Boat Park.

In accordance with the City's Small Works Roster Process (Resolution No. 592), ten potential contractors were contacted for price quotations. Three contractors responded with the following price quotation proposals:

- Pro-Painters LLC \$ 5,280.00, plus sales tax
Sabelhaus West \$ 6,395.00, plus sales tax
Saxon Painting LLC \$11,833.00, plus sales tax

FISCAL CONSIDERATION

This work is within the \$50,000 budget that was anticipated in the adopted 2007 Budget, identified under the Parks Operating Fund, Objective No. 19.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the award and execution of the contract for the Eddon Boat Brick House Painting to Pro-Painters LLC for their bid quotation in the amount of five thousand two hundred eighty dollars and zero cents (\$5,280.00).



**AGREEMENT FOR CONSTRUCTION SERVICES  
BETWEEN GIG HARBOR AND  
PRO-PAINTERS LLC**

THIS AGREEMENT, is made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Gig Harbor (hereinafter the "City"), and Pro-Painters LLC, a Washington corporation, located and doing business at P.O. Box 731811, Puyallup, WA 98372, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work and agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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

**I. Description of Work.** The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to Painting the Eddon Boat Brick House. The Contractor shall not perform any additional services without the express permission of the City.

**II. Payment.**

A. The City shall pay the Contractor the total sum of five thousand two hundred eighty dollars and no cents (\$5,280.00), plus Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

**III. Relationship of Parties.** The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents,

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Rev: October 29, 2007

CAM48197.1AGR/00008.900000

representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

**IV. Duration of Work.** The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before November 30, 2007. The indemnification provisions of Section IX shall survive expiration of this Agreement.

**V. Prevailing Wages.** Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

**VI. Waiver of Performance Bond and Retainage: Limited Public Works Process.** As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

**VII. Termination.**

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

**VIII. Discrimination.** In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

**X. Insurance.**

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

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

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

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

- insurance policies, the Contractor shall reimburse the City the full amount of the deductible.
- D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
  - E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
  - F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

**XI. Entire Agreement.** The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

**XII. City's Right of Supervision.** Even though the Contractor is an independent contractor with the authority to control and direct the performance and details of the work authorized under this Agreement, the work must meet the approval of the City and shall be subject to the City's general right of inspection to secure the satisfactory completion thereof. The Contractor agrees to comply with all federal, state and municipal laws, rules and regulations that are now effective or become applicable within the terms of this

Agreement to the Contractor's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

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

**XIV. Warranties.** The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Pro-Painters LLC will warranty the labor and installation of materials for a one (1) year warranty period.

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

**XVI. Assignment.** Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

**XVII. Written Notice.** All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

\_\_\_\_\_  
By: DANIEL BIVENS  
Its \_\_\_\_\_

**THE CITY OF GIG HARBOR**

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

**Notices should be sent to:**

Pro-Painters LLC Attn: Dan Bivens P.O. Box 731811 Puyallup, WA 98372 (253) 212-1127	City of Gig Harbor Attn: David Brereton Interim Community Development Director 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170
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**Approved as to form:**

By: \_\_\_\_\_  
City Attorney

**Attest:**

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

I certify that I know or have satisfactory evidence that Daniel Walter Rivers 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 owner of Pro Painters LLC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 15 October 2007



[Signature]  
Notary Public in and for the  
State of Washington,  
Residing at Pierce county  
My appointment expires: 11/15/2010

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

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

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



EXHIBIT A

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PAGE 02

PRO-PAINTERS CONTRACTING AGREEMENT

City of Gig Harbor, Referred to as CONTRACTING PARTY, and PRO-PAINTERS, referred to as INDEPENDENT CONTRACTOR, agree:

INDEPENDENT CONTRACTOR shall perform the following services for CONTRACTING PARTY: Brick Home Painting Project at Eddon Boat Park 3805 Harborview Drive

Exterior Painting: The Requirements of Brick House Painting Project. (Project includes) at the following rate of remuneration:\$5240.00 with 50% Down for materials and Supply.

This agreement shall begin on Date: October 2, 2007 and shall Terminate on open.

Contracting Party may terminate this contract on 14 days notice To Independent Contractor for unsatisfactory performance.

THIS IS AN AGREEMENT FOR INDEPENDENT CONTRACTING SERVICES. THE CONTRACTING PARTY PROVIDES NO BENEFITS SUCH AS UNEMPLOYMENT INSURANCE, HEALTH INSURANCE OR WORKER'S COMPENSATION INSURANCE TO INDEPENDENT CONTRACTOR.

CONTRACTING PARTY IS ONLY INTERESTED IN THE RESULTS OBTAINED BY THE INDEPENDENT CONTRACTOR.

INDEPENDENT CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING ALL TOOLS AND MATERIALS REQUIRED FOR PERFORMANCE OF THE TASKS AGREED TO. INDEPENDENT CONTRACTOR IS RESPONSIBLE FOR PAYMENT OF ALL FEDERAL, STATE AND LOCAL INCOME TAXES.

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

\_\_\_\_\_  
CONTRACTING PARTY BY AN AUTHORIZED PERSON

\_\_\_\_\_  
PRO-PAINTERS CONTRACTOR

EXHIBIT A  
(continued)

10/02/2007 12:17 2532121127

PAGE 20

October 2, 2007

Pro Painters LLC Agreement  
731811 PO Box 731811  
Puyallup, WA 98372  
253-212-1127 office

Project Includes

This project is to re-paint the existing 80-year-old house. We are requiring the contractor to use proper equipment and construction techniques to prevent debris from falling into the water or beach.

Project includes:

- **Description of Work:** The work to be performed includes furnishing all labor, materials, tools and equipment for the surface preparation, application of primer as necessary, and (2) coats of paint to the exterior of the house, including exterior wood siding, fascia, soffits, trim.
- **Prior to Painting:** All wood surfaces shall be flushed with water, wire brushed and scraped as required to remove all loose, unsound paint, and shall be thoroughly dry and free from oil and dirt. Wooden surfaces that are bare of paint or have been cleaned down to bare shall be primed with one coat of oil primer for wood. Any crack or opening longer than 1-inch, and/or wider than 1/16 -inch shall be caulked prior to application of paint with an exterior grade caulk rated at a minimum 15 year service life. The proposed caulk material shall be submitted for the City's review prior to use on this project. Paint shall be applied evenly, and worked thoroughly into all seasoning cracks, corners, and recesses. No later coat shall be applied until the full thickness of the previous coat has dried. Paint shall not be applied when the air temperature is less than 40 degrees F, the air or surface conditions are damp, conditions are inconsistent with the paint manufacturer's recommendation, or the Engineer believes conditions are unsuitable.

EXHBIT A  
(continued)

10/32/2337 12:17 2552121127

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Specifications: Brick House Painting Project @ Eddon Boat Park  
Page 2

- **Waste Sites:** The Contractor shall be responsible for locating, access, and permit status and compliance for any waste sites. Copies of permits for waste sites shall be furnished by the Contractor upon request by the Engineer.
- **Control of Materials:** The Contractor shall submit product information and color chips for the Engineer's review prior to ordering materials and performing the work.
- **Paint Colors:** All exterior wood surfaces of the house shall receive two finish coats of oil paint conforming to the requirements of these specifications. Paint colors, including trim color, shall be specified by the City.
- **Clean Job site:** Completely clean up job site.
- **Prevailing Wage:** Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.



## COMMUNITY DEVELOPMENT

# GIG HARBOR CITY COUNCIL - NOTICE OF PUBLIC MEETING PROPOSED ANNEXATION – BURNHAM SEHMEL (ANX 07-\_\_\_\_)

Notice is hereby given that the Gig Harbor City Council will be holding a public meeting with the initiators of a Notice of Intention to Commence Annexation Proceedings for a proposed annexation of approximately \_\_\_\_ acres of property located at \_\_\_\_\_ adjacent to the existing City limits and within the City's Urban Growth Area (UGA) (see attached map). Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is \_\_\_\_\_.

At this meeting, the City Council will determine:

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

If accepted, the process will then move forward with the circulation of a formal petition for annexation.

The public meeting will be held in the City Council Chambers located in the Gig Harbor Civic Center at 3510 Grandview Street, Gig Harbor on **Monday, January 14, 2008 beginning at 7:00 pm**. All interested persons are invited to attend the public meeting and make their views known on this proposal.

The file for this proposed annexation is available for public review Monday through Friday, between the hours of 8:00 AM to 5:00 PM, at the City's Community Development Department, located at 3510 Grandview Street in Gig Harbor.

For more information on this proposed annexation, please contact the Community Development Department at 253-851-6170.

Exhibit 'A'



Business of the City Council
City of Gig Harbor, WA

Subject: Assistance with EPA Water System Regulations – Consultant Services Contract

Proposed Council Action: Authorize the Mayor to execute a contract with HDR, Inc., for engineering consultant work to assist with meeting EPA water system regulation plan requirements related to disinfectants and disinfection byproducts.

Dept. Origin: Engineering
Prepared by: Steve Misiurak, PE City Engineer
For Agenda of: November 13, 2007
Exhibits: Contract, Scope, and Budget

Initial & Date
Concurred by Mayor: CUH 11/7/07
Approved by City Administrator: RPK 11/7/07
Approved as to form by City Atty: CAM 11/6/07
Approved by Finance Director: [Signature] 11/6/07
Approved by Department Head: [Signature] 11/5/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$10,750, \$130,000, \$0.

INFORMATION / BACKGROUND

The Environmental Protection Agency (EPA) and the Safe Drinking Water Act have monitoring regulations for contaminants contained in the City's water system. Some of these regulations are directly related to disinfectants and disinfection byproducts. One of these approaching regulations requires the City to prepare an Initial Distribution System Evaluation (IDSE) plan. This plan is due to EPA in early 2008.

FISCAL CONSIDERATION

This is a component of the work required for the water system comprehensive plan update.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute a contract with HDR, Inc. for engineering consultant work to assist with meeting EPA water system regulation plan requirements related to disinfectants and disinfection byproducts.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HDR ENGINEERING, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia St. NW, Ste. 2A, Olympia, Washington 98501 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Initial Distribution System Evaluation (IDSE) Compliance Assistance Plan for the EPA (monitoring contaminations in the City's water system) and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated August 8, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Attachment A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Ten Thousand Seven Hundred Fifty Dollars and no cents (\$10,750.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Attachment A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Attachment B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Attachment B** or bill at rates in excess of the hourly rates shown in **Attachment B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by May 1, 2008; provided however, that *additional time shall be granted by the City for excusable days or extra work.*

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as



described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Attachment A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **XVI. Written Notice**

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

CONSULTANT  
 Tim Fume, P.E.  
 HDR Engineering, Inc.  
 626 Columbia St. NW, Ste. 2A  
 Olympia, Washington 98501  
 (360) 570-4400

Stephen Misiurak, P.E.  
 City Engineer  
 City of Gig Harbor  
 3510 Grandview Street  
 Gig Harbor, Washington 98335  
 (253) 851-6170

#### XVII. Assignment

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

#### XVIII. Modification

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

#### XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6<sup>th</sup> day of November, 2007.

CONSULTANT  
 By: John Maxwell  
 Its Principal

CITY OF GIG HARBOR  
 By: \_\_\_\_\_  
 Mayor

Notices to be sent to:  
CONSULTANT  
Tim Hume, P.E.  
HDR Engineering, Inc.  
626 Columbia Street NW, Ste. 2A  
Gig Harbor, Washington 98501  
(360) 570-4400

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:



---

City Attorney

ATTEST:

---

City Clerk

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE        )

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

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

\_\_\_\_\_

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

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



# Attachment A

## City of Gig Harbor, Washington

### Initial Distribution System Evaluation (IDSE) Compliance Assistance

#### 1. Background

The Stage 2 Disinfectants and Disinfection Byproducts Rule (DBPR) contains requirements for developing an Initial Distribution System Evaluation (IDSE) Plan for submittal to the USEPA. The SMP Plan will recommend preliminary monitoring sites to be sampled for a one-year period for compliance with IDSE requirements. Distribution systems with low historic DBP concentrations may be granted a waiver in lieu of monitoring under the IDSE requirement. To receive this waiver, historical data must demonstrate that all Stage 1 TTHM and HAA5 results are less than 40 µg/L and 30 µg/L, respectively, for at least eight consecutive quarters and that no monitoring violations have occurred.

#### 2. Scope of Services

HDR Engineering Inc. (HDR) will assist the City of Gig Harbor (City) in determining whether the City qualifies for 40/30 Certification. Based on the results of the initial evaluation, HDR will either 1) assist the City in completing the documentation necessary for a 40/30 Certification; or 2) develop an IDSE Standard Monitoring Program.

HDR anticipates that the professional services described herein will occur in late 2007 or early 2008, with the 40/30 Certification or IDSE Plan being submitted to the US Environmental Protection Agency (USEPA) no later than April 1, 2008.

Please note, the scope of services does not include development of the IDSE Report, another deliverable required by the Stage 2 D/DBP by July 1, 2010.

#### General Assumptions:

1. Retail population of the City of Gig Harbor's water supply system is approximately 6,500 (or a population between 500 – 9,999).
2. If Gig Harbor does not qualify for 40/30 Certification, four (4) monitoring sites will be identified for the IDSE Plan.
3. Source of supply is 100% groundwater from wells operated by City of Gig Harbor.
4. The City of Gig Harbor is not part of a combined distribution system with a larger system and therefore is on Schedule 4 for compliance with the Stage 2 D/DBP Rule.
5. The City of Gig Harbor will comply with the IDSE requirement by 40/30 certification if possible, otherwise, the City will use the Standard Monitoring Program (SMP) approach.
6. HDR will work with the City if hydraulic modeling runs are needed in support of this effort and a scope of work will be developed to reflect this work.
7. Collection of distribution system water quality samples will not be necessary to select appropriate IDSE monitoring locations.
8. The City of Gig Harbor will be able to provide up-to-date information on distribution system operations and maps. Additionally, the City will be able to provide HDR with water quality data in an electronic format, where requested.

9. The City of Gig Harbor will develop and furnish a distribution system schematic for submittal to USEPA.
10. The City of Gig Harbor is currently in compliance with Stage 1 DBP Rule requirements.
11. Project meetings will be held at City Hall in Gig Harbor, Washington, and each meeting will be less than 2 hours in duration.
12. HDR will proceed immediately to Tasks 2 and 3 as defined below, if the City does not qualify for a 40/30 Certification.

#### **Task 1- Project Management and Administrative Services**

HDR will manage, administer, and provide ongoing coordination during the project. Specifically, HDR staff will render professional services connected with technical and financial management including: monitoring work progress based on agreed time and budget constraints and preparing monthly progress reports, which will identify budget status, progress status, major activities of the previous month, out of scope services provided, issues or complications which may the project schedule, and upcoming activities.

#### **HDR Services.**

1. The HDR Project Manager will manage the Project to closely track the scope, budget and schedule.
2. Prepare and provide monthly project status reports and invoices.
3. Notify the City of potential budget and/or schedule issues, or out of scope issues in the monthly status report.
4. Conduct reviews for quality control on all deliverables.

#### **Gig Harbor Responsibilities.**

1. Review and remit payment for invoices submitted by HDR in a timely manner.

#### **Deliverables.**

1. Monthly invoices and project status reports.

#### **Task 2- 40/30 Certification Assessment and Assistance**

Under this task, HDR will determine whether the City qualifies for a 40/30 Certification under the IDSE. If the City qualifies for the 40/30 Certification, HDR will assist the City in preparing the necessary documentation for submittal to USEPA. In the event the City does not qualify, HDR will proceed with Tasks 3 and 4 below.

#### **HDR Services:**

1. Prepare initial data request list, which will include: TTHMs, HAA5, Stage 1 DBP Monitoring Plan, dates of sample collection, and system map showing the Stage 1 DBP monitoring locations.
2. Review at least 2 consecutive years (eight consecutive quarters) of DBP monitoring results at Stage 1 locations and provide comments regarding the applicability of these data for 40/30 Certification under the Stage 2 DBP Rule.
3. Determine whether the City's DBP data meet requirements of 40/30 certification.
4. Develop draft of 40/30 Certification Letter and provide to The City for review and issuance, if applicable.
5. Review water system schematic prepared by Gig Harbor, which will show the Stage 1 DBP monitoring locations and entry points, and provide comments to the City, if applicable.
6. Provide mailing address for Gig Harbor's submittal of the 40/30 Certification Letter to the USEPA, if applicable.

7. Develop a schedule of requirements and compliance dates specific to the City for Stage 2 DBP Rule compliance, if applicable.

**Gig Harbor Responsibilities:**

1. Provide requested information and assist with interpretation.
2. Prepare final 40/30 Certification Letter, if applicable.
3. Prepare final Water System Schematic which shows the Stage 1 DBP monitoring locations and entry points, and submit to EPA with 40/30 Certification Letter, if applicable.

**Deliverables:**

1. Provide brief technical memorandum containing review comments regarding sampling data and applicability of 40/30 IDSE approach.
2. Draft 40/30 Certification Letter, if applicable.
3. Review comments regarding water system schematic with Stage 1 DBP monitoring locations and entry points, if applicable.
4. Multi-year schedule of requirements and compliance dates specific to City, if applicable.

**Task 3- Review Existing Information**

HDR will review the existing data provided by the City and assist with selecting monitoring locations for the purposes of preparing the IDSE plan as defined under Task 4 below.

**HDR Services:**

1. Prepare data request list, including disinfectant residual, HPCs, temperature, pH, most recent Water System Plan Update, operational data, and other pertinent parameters and information. Temporal and spatial variations will be reviewed.
2. Provide checklist of the required elements for water system schematic to the City.
3. Review information provided by the City.
4. Summarize the data into tables, graphs, etc. for use in subsequent tasks.
5. Attend half-day IDSE meeting between the City and HDR to review rule requirements, available data, system operations and water flow patterns, determine the Peak Historic Month, and select the four required IDSE monitoring locations.

**Gig Harbor Responsibilities:**

1. Compile requested data and information.
2. Prepare and furnish to HDR a schematic of the water system with required elements.
3. Send appropriate representatives from City to half-day IDSE meeting so that system operations, water flow paths, water quality monitoring practices, and system configuration can be reviewed with representatives of HDR.
4. Assist with determination of Peak Historic Month.
5. Assist with selection of 4 required SMP monitoring locations and justifications for selection of each site.

**Deliverables:**

1. Data request list.
2. Summary of IDSE requirements.
3. Attendance at half-day meeting.

**Task 4- Prepare IDSE Plan (Form 6)**

Using the data collected under the previous tasks, HDR will prepare an IDSE Plan in coordinance with the guidelines established by the USEPA.

**HDR Services:**

1. Prepare Form 6 (the IDSE Plan) and associated attachments such as summaries of the data relied upon for peak historic month determination and site selection.
2. Develop a schedule of requirements and compliance dates specific to City for Stage 2 DBP Rule compliance.

**Gig Harbor Responsibilities:**

1. Review and comment on Form 6 and attachments within 2 weeks of receipt and provide HDR one list of consolidated, comprehensive City comments in writing.
2. Submit Final version of Form 6 and attachments to USEPA prior to April 1 deadline.

**Deliverables:**

1. Draft and Final versions of Form 6, plus attachments (with the exception of the system schematic).
2. Multi-year schedule of requirements and compliance dates specific to the City.

**3. Estimated Fee Summary**

The estimated total contract amount to complete the professional services identified in Section I above is ten thousand seven hundreded fifty dollars (\$10,750).

Professional services rendered in connection with the above scope of services will be invoiced on a Time and Materials basis for actual hours rendered by HDR employees to the estimated total contact amount in accordance with the terms and conditions outlined in the signed Agreement and/or Task Order, dated August \_\_\_\_\_, 2007.

If applicable, HDR will apply a 10% fee to actual subconsultant and vendor invoices associated with this project.

**4. Anticipated Project Schedule**

The Preliminary project schedule key milestone dates are:

<b>Project Milestones:</b>	<b>Date:</b>
HDR provides Draft IDSE Plan for City review	March 15, 2008
City submits IDSE Plan (or 40/30 Certification) to USEPA	April 1, 2008

Attachment B

<b>Client:</b> City of Gig Harbor <b>Project Name:</b> IDSE Compliance Assistance		Prepared by: A Hanson Created: 10/26/2006 Revised: N/A Reviewed by: KD and MF				
Description	TOTAL HOURS/ DOLLARS	Program Manater/QC	Project Manager	Project Engineer	Project Assistant/WP	Project Controller
<b>IDSE Compliance Assistance</b>						
1. Project Management	18	2	6	4	2	4
2. 40/30 Certification Assessment and Assistance	16	4	12			
3. Review Existing Information	35	4	30		1	
4-SMP- Prepare IDSE Plan (Form 6)	9	2	6		1	
<b>Subtotal HDR Labor Hours</b>	<b>78</b>	<b>12</b>	<b>54</b>	<b>4</b>	<b>4</b>	<b>4</b>
<b>Total Labor Costs, Allocated Overhead Costs and Fees</b>	<b>\$10,252</b>					
<b>HDR Direct Expenses</b>						
HDR Outside Expenses						\$210
Technology Charge @	\$3.70 per hr					\$289
HDR Subconsultant Admin (Apply to subtotal shown below)	10.0%					\$0
<b>Total Direct Expenses</b>						<b>\$499</b>
<b>Total Subconsultant Expenses and/or Other Services</b>						<b>\$0</b>
<b>Total Anticipated Contract Amount</b>	<b>\$10,750</b>					

15 of 15



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Sanitary Sewer and Stormwater Facilities Easement and Maintenance Agreements for Crescent Cove project (EN-07-0053)

**Proposed Council Action:** Approval of the Sanitary Sewer and Stormwater Agreements as presented.

**Dept. Origin:** Engineering Department

**Prepared by:** Willy Hendrickson  
Engineering Technician

**For Agenda of:** November 13, 2007

**Exhibits:** Sanitary Sewer and Storm Water Maintenance Agreements

Initial & Date

**Concurred by Mayor:** *CHH 11/5*  
**Approved by City Administrator:** *RJK 11/2*  
**Approved as to form by City Atty:** *LAM 11/2/07*  
**Approved by Finance Director:** *D 11/2/07*  
**Approved by Department Head:** *Blase 11/2/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

As a condition of project approval of Crescent Cove located at 3519 3400 block of Vernhardson St., Gig Harbor and owned by Vintage Custom Homes Inc., a Sanitary Sewer and Storm Water Facilities Maintenance Agreement(s) are required. This will ensure that the sanitary sewer system and storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system and storm water system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of these systems. These agreements allow the City a nonexclusive right-of-entry onto those portions of the property in order to access the sanitary sewer system for inspection and monitoring of the system.

**FISCAL CONSIDERATION**

No funds will be expended for the acquisition of the described agreements.

**RECOMMENDATION / MOTION**

**Move to:** Approval of the Sanitary Sewer and Stormwater Agreements as presented.

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**  
Sanitary Sewer Facilities Easement and Maintenance Agreement

---

**Grantor(s) (Last name first, then first name and initials)**  
Vintage Custom Homes Inc.

---

**Grantee(s) (Last name first, then first name and initials)**  
City of Gig Harbor

---

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**  
Section 05, Township 21, Range 02, Quarter 22

---

**Assessor's Property Tax Parcel or Account number:** 2260000110, 2260000120,  
2260000150, 2260000210

---

**Reference number(s) of documents assigned or released:** \_\_\_\_\_

**SANITARY SEWER FACILITIES EASEMENT  
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this 2<sup>nd</sup> day of October, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Vintage Custom Homes Inc, a Colorado Corporation, located and doing business at 925 34<sup>th</sup> Ave. NW Gig Harbor, WA 98335 (hereinafter the "Owner").

**RECITALS**

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Crescent Cove located at 3400 Block of Vernhardson St. Gig Harbor, WA, (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 Owner's proposed development of the Property, the City has required and the Owner 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 Callagan & Associates, dated 08/03/07 (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B-1 and B-2** 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, the private sanitary sewer will eventually be connected to the City's sanitary sewer system and the City desires an easement to definitively establish the permissible location of the City's access on the Property described in **Exhibit A**, for the purposes described in this Agreement; 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 Easement and Maintenance Agreement, 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 Owner and the City hereby agree as follows:

### TERMS

**Section 1. Affected Property.** The real property subject to this Agreement is legally described in **Exhibit A**.

**Section 2. Definitions.** As used in this instrument:

A. The word "plat" refers to the N/A, 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 Owner, its successors and assigns, in accordance with this Agreement.

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 that 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 or the Property. 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-1 and B-2** on the Property, which may be independently conveyed by the Owner or its successors and assigns to an Owners' Association, and to which the Owners' Association may provide other services in order to benefit the owners of property within the plat or the Property.

**Section 3. Maintenance Obligations.** The Owner, 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-1 and B-2**. 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 Agreement, 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 Community Development Director's written approval.

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

**Section 5. Easement for Access.** The Owner hereby grants and conveys to the City a perpetual, non-exclusive easement, under, over, along, through and in the Property, as such Easement is legally described in **Exhibit C-1 and C-2**, attached hereto and incorporated herein by this reference. This Easement is granted to the City for the purpose of providing the City with ingress and egress in order to access the sanitary sewer system on the Property for inspection, and to reasonably monitor the system for performance, operational flows, defects, and/or conformance with applicable rules and regulations. In addition, the City may use this Easement to exercise its rights as described in Section 8 herein.

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

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

**Section 8. Rights of the City of Gig Harbor.**

A. Execution of this Agreement 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 Community Development Director or his/her designee shall give notice to the 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 Owner(s) shall perform such work. If the maintenance required by the Director is

not completed within the time set by the Director, the City may perform the required maintenance. Written notice will be sent to the 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 Owner's sanitary sewer system, and to ensure there will be no damage to the City's sanitary sewer system, the City of Gig Harbor shall have the right as provided below, but not the obligation, to maintain the system, if the 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 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 Owner(s).

D. If the City exercises its rights under this Section, then the 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, dues 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 chapter 35.67 RCW, or any other applicable law.

E. In addition to or in lieu of the remedies listed in this Section, if the 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 9. Indemnification of City.** The Owner(s) 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 Owner(s), or arising by reason of any omission or performance under this Agreement by the Owner(s), its successors and assigns, and/or Owners' Association, of any of the obligations hereunder.

**Section 10. 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 Easement and Maintenance Agreement.

**Section 11. 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 lot, or other portion of the Property or the Plat in such Owner, each Owner shall covenant to be bound by all the obligations incumbent upon an Owner as set forth herein, and shall be entitled to all rights and benefits accruing to an Owner hereunder. This Agreement shall be recorded in the Pierce County Assessor's Office, and shall serve as notice to holders of after-acquired interests in the Property.

**Section 12. 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:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
Vintage Custom Homes  
P.O. Box 362  
Gig Harbor, WA 98335

**Section 13. Severability.** Any invalidity, in whole or in part, of any provision of this Easement and Maintenance Agreement shall not affect the validity of any other provision.

**Section 14. 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 15. Governing Law, Disputes.** Jurisdiction of any dispute over this Easement and Maintenance Agreement shall be solely with Pierce county Superior Court, Pierce County, Washington. This Easement and Maintenance Agreement shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Easement and Maintenance Agreement shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

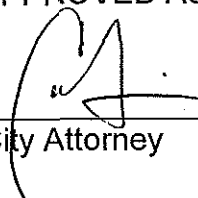
**Section 16. Integration.** This Easement and Maintenance Agreement constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.


**THE CITY OF GIG HARBOR**

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

APPROVED AS TO FORM:

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

**OWNER**

By:   
Its: President  
Print Name: Larry Beck

ATTEST:

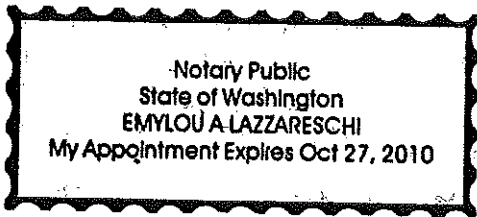
\_\_\_\_\_  
City Clerk

**NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP**

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

DATED: OCTOBER 2, 2007



[Signature]  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 10/27/2010

**CITY OF GIG HARBOR NOTARY BLOCK**

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

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

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

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

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

LOTS 5-9, BLOCK 4 OF THE PLAT OF THE TOWN OF ARTENA, PIERCE COUNTY, WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68, RECORDS OF PIERCE COUNTY AND SUBJECT TO EASEMENTS OF PENINSULA LIGHT COMPANY.

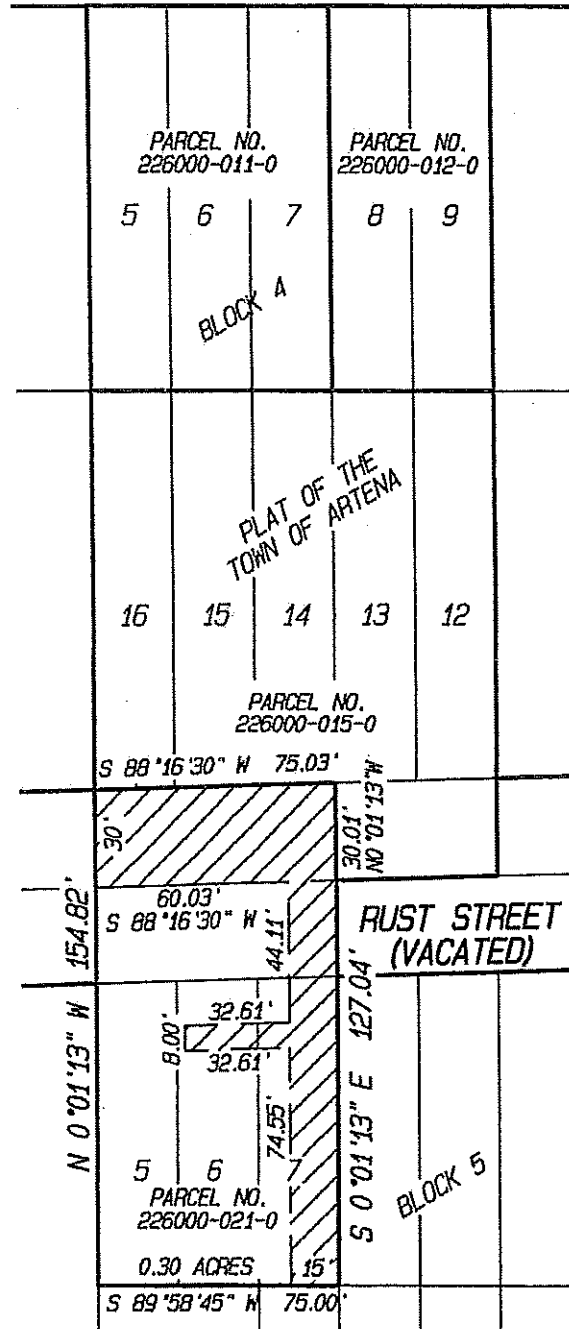
LOTE 12-16, INCLUSIVE, BLOCK 4, AND LOTS 5, 6, 7 BLOCK 5, PLAT OF THE TOWN OF ARTENA, PIERCE COUNTY, WASHINGTON, ACCORDING TO PLAT RECORDED IN BOOK 5 OF PLATS AT PAGE 68.





**EXHIBIT B-2**  
**SEWER EASEMENT DRAWING**

-96TH STREET NW (VERNHARDSON)-



**EXHIBIT C-1**  
**EASEMENT LEGAL DESCRIPTION**

Beginning at the Northeast corner of Lot 12 in Block 4 of the Plat of Artena, Pierce County Washington, as per map thereof recorded in Book 5 of Plats at page 68 and running thence South 0°01'15" East along the East line of said Lot 12 a distance of 24.00 feet; thence South 89°58'45" West, parallel with the North line of Lots 12 through 16 in said Block 4 a distance of 85.00 feet to a point of curvature of a curve which bears to the left with a radius of 20.00 feet; thence along said curve 31.42 feet; thence South 0°01'15" East, 80.61 feet to the South line of said Lot 16; thence South 88°16'30" West along said South line, 20.01 feet to the Southwest corner of said Lot 16; thence North 0°01'15" West, 125.21 feet to the Northwest corner of said Lot 16; thence North 89°58'45" East, 33.50 feet; thence North 0°01'15" West, 3.50 feet; thence along a curve which bears to the left with a radius of 16.50 feet, a curve length of 25.92 feet; a chord bearing of North 44°58'45" East, and a chord distance of 23.33 feet; thence North 0°01'15" West along the West line of Lot 7 in said Block 4 a distance of 85.00 feet; thence North 25°02'16" West, 16.55 feet to the Southerly margin of 96<sup>th</sup> Street NW, also know as Vernhardson Street; thence North 89°58'45" East along said Southerly margin, 37.00 feet; thence South 18°24'51" West, 15.81 feet; thence South 0°01'15" East along the East line of said Lot 7, 85.00 feet to a point of curvature of a curve which bears to the left with a radius of 20.00 feet; thence along said curve 31.42 feet; thence North 89°58'45" East, 30.00 feet to the Point of Beginning.

Encumbers Pierce County Parcels #226-000-011-0, #226-000-012-0, and #226-000-015-0.

**Dominant Tenements:**

Lots 5-9 and Lots 12-16 in Block 4 and Lots 5-7 in Block 5 of the Plat of the Town of Artena, Pierce County, Washington, as per map thereof recorded in Book 5 of Plats at Page 68, records of Pierce County; Together with vacated Rust Street Abutting.

Pierce County Tax Parcels #226-000-011-0, #226-000-012-0, #226-000-015-0, #226-000-021-0

**EXHIBIT C-2**  
**EASEMENT LEGAL DESCRIPTION**

Beginning at the Southeast corner of Lot 7, Block 5 of the Town of Ardena, Pierce County, Washington, as per map thereof recorded in Book 5 of Plats at Page 68 and running thence South 89°58'45" West, 15.00 feet; thence North 0°01'13" West, 74.55 feet; thence South 88°16'30" West, 32.61 feet; thence North 0°01'13" West, 8.00 feet; thence North 88°16'30" East, 32.61 feet; thence North 0°01'13" West, 44.11 feet; thence South 88°16'30" West, 60.03 feet; thence North 0°01'13" West, 30.00 feet; thence North 88°16'30" East, 75.03 feet; thence South 0°01'13" East, 157.05 feet to the Point of Beginning.  
Encumbers Pierce County Parcel #226-000-021-0

**Dominant Tenements:**

Lots 5-9 and Lots 12-16 in Block 4 and Lots 5-7 in Block 5 of the Plat of the Town of Ardena, Pierce County, Washington, as per map thereof recorded in Book 5 of Plats at Page 68, records of Pierce County;  
Pierce County Tax Parcels #226-000-011-0, #226-000-012-0, #226-000-015-0, #226-000-021-0

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Storm Water Facilities Maintenance Agreement and Restrictive Covenant

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

Vintage Custom Homes Inc.

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

City of Gig Harbor

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

Section 05, Township 21, Range 02, Quarter 22

**Assessor's Property Tax Parcel or Account Number:** 2260000110, 2260000120,  
2260000150, 2260000210

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 2<sup>nd</sup> day of October, 2007, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Vintage Custom Homes Inc, a Colorado Corporation, located and doing business at 925 34<sup>th</sup> Ave. NW Gig Harbor, WA 98335 (hereinafter the "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Crescent Cove located at 3400 Block of Vernhardson St. Gig Harbor, WA, (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 Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Callagan & Associates, dated 08/03/07 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B-1 and B-2** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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 Owner and the City hereby agree as follows:

## T E R M S

**Section 1. Construction and Maintenance.** Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B-1 and B-2**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

**Section 2. No Removal.** No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

**Section 3. 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 drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

**Section 4. Repairs, Failure of Owner to Maintain.** If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

**Section 5. Cost of Repairs and/or Maintenance.** The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

**Section 6. Notice to City of Repairs and/or Maintenance.** The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

**Section 7. 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 8. Terms Run with the Property.** The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

**Section 9. Notice.** All notices required 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 of 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:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
Vintage Custom Homes  
P.O. Box 362  
Gig Harbor, WA 98335

**Section 10. 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 11. 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 12. 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 13. 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 \_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**THE CITY OF GIG HARBOR**

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

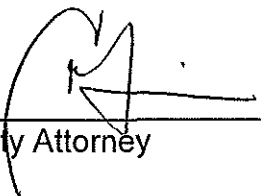
**OWNER**

By: L. Beale  
Its: President  
Print Name: Larry Beale

**ATTEST:**

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

**APPROVED AS TO FORM:**

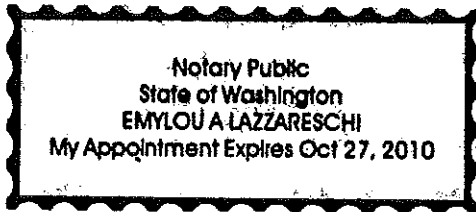
  
\_\_\_\_\_  
City Attorney

**NOTARY BLOCK FOR A CORPORATION/PARTNERSHIP**

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) ss.

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

DATED: OCTOBER 2, 2007



[Signature]  
Notary Public in and for the  
State of Washington,  
Title: NOTARY  
My appointment expires: 10/27/2010

**CITY OF GIG HARBOR NOTARY BLOCK**

STATE OF WASHINGTON )  
COUNTY OF PIERCE ) ss.

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

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

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

**EXHIBIT A**  
**PROPERTY LEGAL DESCRIPTION**

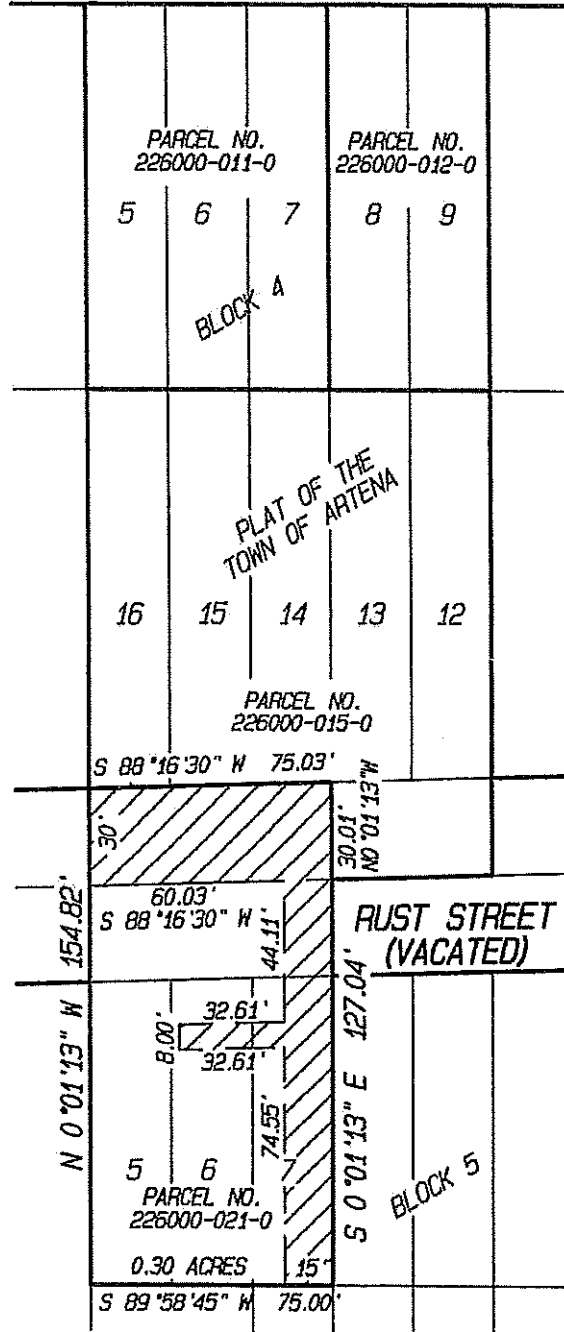
LOTS 5-9, BLOCK 4 OF THE PLAT OF THE TOWN OF ARTENA, PIERCE COUNTY, WASHINGTON, AS PER MAP THEREOF RECORDED IN BOOK 5 OF PLATS AT PAGE 68, RECORDS OF PIERCE COUNTY AND SUBJECT TO EASEMENTS OF PENINSULA LIGHT COMPANY.

LOTE 12-16, INCLUSIVE, BLOCK 4, AND LOTS 5, 6, 7 BLOCK 5, PLAT OF THE TOWN OF ARTENA, PIERCE COUNTY, WASHINGTON, ACCORDING TO PLAT RECORDED IN BOOK 5 OF PLATS AT PAGE 68.



**EXHIBIT B-2**  
**STORM DRAINAGE EASEMENT DRAWING**

-96TH STREET NW (VERNHARDSON)-



**EXHIBIT C-1**  
**EASEMENT LEGAL DESCRIPTION**

Beginning at the Northeast corner of Lot 12 in Block 4 of the Plat of Artena, Pierce County Washington, as per map thereof recorded in Book 5 of Plats at page 68 and running thence South 0°01'15" East along the East line of said Lot 12 a distance of 24.00 feet; thence South 89°58'45" West, parallel with the North line of Lots 12 through 16 in said Block 4 a distance of 85.00 feet to a point of curvature of a curve which bears to the left with a radius of 20.00 feet; thence along said curve 31.42 feet; thence South 0°01'15" East, 80.61 feet to the South line of said Lot 16; thence South 88°16'30" West along said South line, 20.01 feet to the Southwest corner of said Lot 16; thence North 0°01'15" West, 125.21 feet to the Northwest corner of said Lot 16; thence North 89°58'45" East, 33.50 feet; thence North 0°01'15" West, 3.50 feet; thence along a curve which bears to the left with a radius of 16.50 feet, a curve length of 25.92 feet; a chord bearing of North 44°58'45" East, and a chord distance of 23.33 feet; thence North 0°01'15" West along the West line of Lot 7 in said Block 4 a distance of 85.00 feet; thence North 25°02'16" West, 16.55 feet to the Southerly margin of 96<sup>th</sup> Street NW, also know as Vernhardson Street; thence North 89°58'45" East along said Southerly margin, 37.00 feet; thence South 18°24'51" West, 15.81 feet; thence South 0°01'15" East along the East line of said Lot 7, 85.00 feet to a point of curvature of a curve which bears to the left with a radius of 20.00 feet; thence along said curve 31.42 feet; thence North 89°58'45" East, 30.00 feet to the Point of Beginning.

Encumbers Pierce County Parcels #226-000-011-0, #226-000-012-0, and #226-000-015-0.

**Dominant Tenements:**

Lots 5-9 and Lots 12-16 in Block 4 and Lots 5-7 in Block 5 of the Plat of the Town of Artena, Pierce County, Washington, as per map thereof recorded in Book 5 of Plats at Page 68, records of Pierce County; Together with vacated Rust Street Abutting.

Pierce County Tax Parcels #226-000-011-0, #226-000-012-0, #226-000-015-0, #226-000-021-0

**EXHIBIT C-2**  
**EASEMENT LEGAL DESCRIPTION**

Beginning at the Southeast corner of Lot 7, Block 5 of the Town of Artena, Pierce County, Washington, as per map thereof recorded in Book 5 of Plats at Page 68 and running thence South 89°58'45" West, 15.00 feet; thence North 0°01'13" West, 74.55 feet; thence South 88°16'30" West, 32.61 feet; thence North 0°01'13" West, 8.00 feet; thence North 88°16'30" East, 32.61 feet; thence North 0°01'13" West, 44.11 feet; thence South 88°16'30" West, 60.03 feet; thence North 0°01'13" West, 30.00 feet; thence North 88°16'30" East, 75.03 feet; thence South 0°01'13" East, 157.05 feet to the Point of Beginning.  
Encumbers Pierce County Parcel #226-000-021-0

**Dominant Tenements:**

Lots 5-9 and Lots 12-16 in Block 4 and Lots 5-7 in Block 5 of the Plat of the Town of Artena, Pierce County, Washington, as per map thereof recorded in Book 5 of Plats at Page 68, records of Pierce County;  
Pierce County Tax Parcels #226-000-011-0, #226-000-012-0, #226-000-015-0, #226-000-021-0



Business of the City Council
City of Gig Harbor, WA

Subject: Contract for specialized Attorney services related to Eddon Boat

Proposed Council Action:

Approve contract.

Dept. Origin: City Attorney

Prepared by:

For Agenda of:

Exhibits:

Initial & Date

Concurred by Mayor: CLH 11/7/07
Approved by City Administrator: PGK 11/7/07
Approved as to form by City Atty: CAM 11/7/07
Approved by Finance Director: DR 11/7
Approved by Department Head:

Table with 4 columns: Expenditure Required (\$5,000), Amount Budgeted (0), Appropriation Required, and \$5,000.

INFORMATION / BACKGROUND

The City purchased the Eddon Boat property under a Purchase and Sale Agreement, which was later amended. The amendment addressed the manner in which the seller would contribute to the environmental clean-up of the property. Recently, the seller has communicated to the City's attorney on the Eddon Boat project that it may seek judicial resolution of certain disputes surrounding this agreement.

This contract is for an attorney to handle this dispute. While it only authorizes five thousand dollars in attorneys' fees, we are not certain that the seller will proceed to litigation. Therefore, staff will seek to amend this agreement in the future, if the necessity arises.

FISCAL CONSIDERATION:

The contract is for a not to exceed amount of five thousand dollars.



**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to: Authorize the Mayor to execute the contract.**

LAW OFFICES  
**DANIELSON HARRIGAN LEYH & TOLLEFSON LLP**  
999 THIRD AVENUE, SUITE 4400  
SEATTLE, WASHINGTON 98104  
(206) 623-1700

Timothy G. Leyh

E-MAIL: TIML@DHLT.COM  
FACSIMILE: (206) 623-8717

November 1, 2007

Carol A. Morris  
Law Office of Carol A. Morris, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948

RE: *City of Gig Harbor*

Dear Carol:

Enclosed please find the original Agreement for Attorney Services, which Tim Leyh has signed. Thank you.

Very truly yours,

DANIELSON HARRIGAN LEYH & TOLLEFSON LLP



Linda Bledsoe  
Assistant to Timothy G. Leyh

lb  
Enclosure

## AGREEMENT FOR ATTORNEY SERVICES

THIS AGREEMENT, effective October 30, 2007, by and between Danielson Harrigan Leyh & Tollefson LLP (hereinafter the "Attorney") and the City of Gig Harbor, Washington (hereinafter the "City").

Section 1. Purpose. The purpose of this Agreement is to ensure that the City receives professional services from Attorney in an effective, timely and cost efficient manner while ensuring that the Attorney is appropriately and fairly compensated for services rendered.

Section 2. Scope of Service. Attorney agrees to provide legal services, as requested by the City Council in connection with potential litigation over the Edden Boatyard Remediation.

Section 3. Compensation. The City hereby agrees to pay Attorney for legal services at the rate of \$375/hour for Timothy G. Leyh; \$302/hour for Katherine Kennedy, up to a not-to-exceed amount of Five Thousand Dollars (\$5,000.00). After this point, the parties must negotiate another agreement or amendment to this agreement. Attorney agrees to use every appropriate method to contain his fees on these matters.

The attorneys authorized to work on the matters described above are Timothy G. Leyh and/or Katherine Kennedy. The charges for legal services provided will be based on actual time or based on increments which are no greater than 6 minutes.

The Attorney may bill for travel time, but for no more than two (2) hours from portal to portal during one day. No separate charges shall be paid for such office expenses as the following ordinary costs of doing business: local and long distance telephone costs and charges, postage, meals, clerical staff work, supplies and word processing. The City agrees to reimburse the extraordinary expenses incurred by Attorney, at cost with no mark-up as follows: legal messenger services, photocopies prepared at the Attorney's office shall be reimbursed at the rate of \$.10 per page, photocopies prepared by outside reproduction service shall be reimbursed at cost; computerized legal research over an above the Attorneys' monthly fee shall be reimbursed at cost but only when approved in advance by the City Attorney.

Section 4. Independent Contractor Status. It is expressly understood and agreed that Attorney, while engaged in carrying out and complying with any of the terms and conditions of this Agreement, is an independent contractor and is not an employee of the City.

Section 5. Billings. Attorney shall submit to the Gig Harbor Finance Director monthly bills for the assigned matter describing the legal services provided during the previous month. Attorney shall not bill for duplicate services performed by more than

one person or for services to correct Attorney errors or oversights. Attorney shall bill for only one participant in a conference or consultation between members of Attorney's firm.

Attorney's monthly bills shall include, at a minimum, the following information for each specific matter to which such services or costs pertain: the name of the matter; a brief description of the legal services performed; the date the services were performed; and the amount of time spent on each date services were performed and by whom. In addition to providing copies of all documents as specified below, Attorney shall provide any information that will assist the City in performing a thorough review and/or audit of the billings, as may be requested by the City. The City shall make every effort to timely pay Attorney's invoices.

Any invoices reflecting separate charges for computerized legal research must include copies of the invoice for such computerized legal research associated with the services provided to the City. If any messenger, delivery, or special postage services such as overnight delivery are required, the Attorney will arrange to have such services provided.

Section 6. Advice and Status Reporting. Attorney shall provide the City Attorney and/or City Council with timely advice of all significant developments arising during performance of his services hereunder, orally or in writing, as the City considers appropriate.

Attorney shall provide copies of all e-mails, pleadings, motions, discovery, correspondence, and other documents prepared by the Attorney, including research memoranda, or received by the Attorney unless they have been otherwise provided to the City.

Section 7. Communications. Attorney will communicate primarily with Carol Morris, City Attorney.

Section 8. Non-Assignment. The parties recognize hereto that a substantial inducement to the City for entering into this Agreement was, and is, the professional reputation and competence of the Attorney. Neither this Agreement nor any interest therein may be assigned by Attorney without the prior written approval of the City.

Section 9. Insurance. The Attorney shall maintain professional malpractice insurance during the life of this Agreement, as required below. Each insurance policy shall be written on an "occurrence" form. The Attorney shall maintain limits no less than: Professional Liability Insurance, Errors and Omissions: \$1,000,000 single occurrence, \$1,000,000 aggregate limit.

Any deductibles or self-insured retentions must be declared to, and approved by, the City. The deductible and/or self-insured retention of the policies shall not limit or apply to the Attorney's liability to the City and shall be the sole responsibility of the Attorney. To the extent of the Attorney's negligence, the Attorney's insurance coverage

shall be primary insurance as respects the City, its officers, officials, employees and agents. Any insurance and/or self-insurance maintained by the City, its officers, officials, employees or agents shall not contribute with the Attorney's insurance or benefit the Attorney in any way. The Attorney's insurance shall apply separately to each insured against whom a claim is made and/or lawsuit is brought, except with respect to the limits of the insurer's liability.

Section 10. Licenses. Attorney warrants that he is a member in good standing with the Washington State Bar, and that any license or licenses that are required in order to perform the legal services under this Agreement have been obtained and are valid.

Section 11. Termination. This Agreement may be terminated by either party upon written notice with or without cause. In the event of termination, the Attorney shall be entitled to compensation as provided for in this Agreement, for services performed satisfactorily to the effective date of termination; provided, however, that the City may condition payment of such compensation upon Attorney's delivery to the City of any and all documents, photographs, computer software, video and audio tapes, and other materials provided to Attorney or prepared by or for Attorney or the City in connection with this Agreement.

Section 12. Notices. Notices required under this Agreement shall be personally delivered or mailed, postage prepaid, as follows:

Attorney: Timothy G. Leyh  
Danielson Harrigan Leyh & Tollefson LLP  
999 Third Avenue, Suite 4400  
Seattle, WA 98104

To the City: Carol Morris  
Law Office of Carol A. Morris, P.C.  
P.O. Box 948  
Seabeck, WA 98380

City of Gig Harbor  
Dave Rodenbach, Finance Director  
3510 Grandview Street  
Gig Harbor, WA 98335

Notices given by personal delivery shall be effective immediately. Notices given by mail shall be deemed to have been delivered forty-eight hours after having been deposited in the United States mail.

Section 13. Ownership of Materials. Any and all documents, including draft documents where completed documents are unavailable, or materials prepared or caused to be prepared by Attorney pursuant to this Agreement shall be the property of the City at the moment of their completed preparation.

Section 14. Conflict of Interest. Attorney warrants and covenants that Attorney presently has no interest in, nor shall any interest be hereinafter acquired in, any matter which will render the services required under the provisions of this Agreement a violation of any applicable state, local or federal law or any rule of professional conduct. In the event that any conflict of interest should nevertheless hereinafter arise, Attorney shall promptly notify the City of the existence of such conflict of interest.

Section 15. Time is of the Essence. Attorney agrees to diligently prosecute the services to be provided under this Agreement to completion and in accordance with any schedules specified herein. In the performance of this Agreement, time is of the essence.

Section 16. Confidentiality. Attorney agrees to maintain in confidence and not disclose to any person, association, or business, without prior written consent of the City, any secret, confidential information, knowledge or data relating to the products, process or operation of the City and/or any of its departments and divisions. Attorney further agrees to maintain in confidence and not disclose to any person, association, or business any data, information or material developed or obtained by Attorney during the term of this Agreement. The covenants contained in this paragraph shall survive the termination of this Agreement for whatever cause.

Section 17. Amendments. This Agreement is not subject to modification or amendment, except by a written authorization executed by both the Attorney and the duly authorized representative of the City, which written authorization shall expressly state that it is intended by the parties to amend the terms and conditions of this Agreement.

Section 18. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement.

Section 19. Severability. Should any part of this Agreement be declared by a final decision of a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of the Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexcised portion, can be reasonably interpreted to give effect to the intentions of the parties.

Section 20. Controlling Law. The laws of the State of Washington shall govern this Agreement and all matters relating to it.

Section 21. Whole Agreement. This Agreement constitutes the entire understanding and agreement of the parties. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Section 22. Disputes. In the event that the parties are unable to resolve any dispute regarding the performance of the legal services or this Agreement, any litigation brought to enforce the terms of this Agreement shall be filed in King County Superior Court. The prevailing party shall be entitled to recover its reasonable attorney's fees and costs from the non-prevailing party.

IN WITNESS WHEREOF, Attorney and the City, by the signatures below, have executed this Agreement on the dates indicated below.

By  DHCT

Dated: 11/1/07

THE CITY OF GIG HARBOR

By \_\_\_\_\_

Mayor Charles L. Hunter

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

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:



Carol A. Morris, City Attorney



Business of the City Council  
City of Gig Harbor, WA

**SUBJECT:** Donkey Creek Easement Survey  
and Property Description Consultant  
Services Contract

**Proposed Council Action:** Authorize the  
Mayor on behalf of Council to execute an  
Amendment to the Consultant Services  
Contract with HDR Engineering, Inc.

**Dept. Origin:** Engineering Division  
**Prepared by:** Stephen Misiurak, P.E. *[Signature]*  
City Engineer  
**For Agenda of:** November 13, 2007  
**Exhibits:** Amendment #1 to Consultant  
Services Contract

Initial & Date

**Concurred by Mayor:** *CLH 11/7/07*  
**Approved by City Administrator:** *ROK 11/7/07*  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** *Dave 11/7/07*

Expenditure	Amount	Appropriation
Required \$8,438.00	Budgeted \$8,438.00	Required 0

**INFORMATION / BACKGROUND**

The contract amendment provides for preparation of legal descriptions of the conservation easement for recordation; the preparation of a conceptual pedestrian bridge plan and profile section depicting all known utilities and providing technical assistance associated with the preparation of the State Wide Fish Enhancement Grant.

**FISCAL CONSIDERATION**

Adequate funds exist within the Park Development Fund to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to execute an Amendment to the Consultant Services Contract with HDR Engineering, Inc. in the not-to-exceed amount of eight thousand four hundred thirty-eight dollars and no cents (\$8,438.00).



**AMENDMENT #1 TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HDR ENGINEERING, INC.**

THIS FIRST AMENDMENT is made to the AGREEMENT, dated June 11, 2007, and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 4717 97<sup>th</sup> St. NW, Gig Harbor, Washington 98332, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the development of legal descriptions and recordable surveys near Donkey Creek and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on June 11, 2007 (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 Services.** 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: Eight Thousand Four Hundred Thirty-Eight Dollars and no Cents (\$8,438.00). 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. 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 \_\_\_\_\_, 2007.

THE CITY OF GIG HARBOR

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

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

Notices to be sent to:

CONSULTANT  
HDR Engineering, Inc.  
Attn: Jason Hill, P.E.  
4717 97<sup>th</sup> St. NW  
Gig Harbor, Washington 98332  
(253) 858-5262

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

## Exhibit A Scope of Services



November 7th, 2007

Mr. Stephen T. Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**Subject: Amendment One**

Dear Mr. Misiurak:

This Amendment is a multi task scope of work to build the foundation towards a successful restoration plan for Donkey Creek and Estuary. The task associated with this phase of the work will include:

**Task 5 Allowance for ongoing technical assistances with the National Fish and Wildlife Foundation & Salmon Recovery Funding Board Partnership Community Salmon Fund – Statewide Round**

Technical assistance will be comprised of writing and reviewing sections regarding restoration, habitat enhancement, hydraulic functions, cost estimating etc. for the state wide grant the City is pursuing now. It is estimated that 6 hrs will be utilized for the statewide grant assistance. We would also note that the statewide grant can be utilized for the Pierce County Salmon Fund which is similar in format.

The completion of this task will be paid on a time and materials bases not to exceed \$838.00.

Attached is a break out of the cost associated with this task.

**Task 6 Property Legal Description**

Currently an existing draft agreement between the City of Gig Harbor and the Historical Society, has defined a conservation easement to be set aside for the day-lighting of Donkey Creek. This task is for the development of legal descriptions for the conservation easement at the north end of the Historical Societies site between Northharbor View Drive and Gig Harbor Bay. This legal description will be used as a legal document describing the exact pieces of property that the Historical Society will set aside as conservations easements. *These legal descriptions will be paramount in* obtaining future grants for the restoration of Donkey Creek. To expedite this process we have included PriZm Surveying to perform these activities. They have worked with the City of Gig Harbor in the past and with HDR/Fishpro on many projects and have performed very well in both technical aspects as well as professionalism.

The completion of this task will be paid on a time and material basis not to exceed: \$4,700.00.

The deliverable for this task will be the legal descriptions of the conservation easement between North Harborview Drive and Gig Harbor Bay, and a recordable survey and legal description for the conservation easement near the intersection of Harborview Drive and Austin Street.

The time for completion of this task from any given notice to proceed would be approximately 2 to 4 weeks.

Attached is a break out of the cost associated with this task.

*Assumptions: The conservation easement on the historical property is well defined so developing the legal description for this piece is relatively straight forward.*

*Given the data to date regarding the triangular piece near the intersection of Harborview and Austin, we suggest a cost of approximately \$3,600.00. This cost is higher due to the parcel in question needing to be defined. Given the present information, the cost noted above is an educated assumption based on current information. Should additional information be present that would best describe the parcel, the price may go down.*

#### **Task 7 Plan and Profile of North Harbor View Crossing**

This task would develop plan and profile of two alternatives for developing a fish passage system at the existing 30-inch diameter fish barrier culvert at Donkey Creek and North Harborview Drive.

Alternative one will depict a conceptual pedestrian/utility bridge plan, profile and section. The plan, profile, and section will include known utilities under North Harborview Drive as noted on provided information from the City of Gig Harbor.

Alternative two will depict a conceptual fish passage culver plan, profile and section. The plan, profile, and section will include know utilities under North Harborview Drive as noted on provided information from the City of Gig Harbor.

*Assumptions: Locations of utilities related to gas, phone, fiber optic, power and cable TV are based on existing survey data provided by the City. The provided data only provides information related to horizontal location only. The vertical location of the utilities will be assumed base on industry standards for minimum cover over the referenced utilities.*

The completion of this task will be paid on a time and material basis not to exceed \$2,900.00.

The deliverable for this task would consist of 3 copies of alternative one and two on 11x17 and an electronic version.

The time for completion of this task from any given notice to proceed would be approximately 1 to 2 weeks.

Attached is a break out of the cost associated with this task.

PAYMENTS TO CONSULTANT:

The City of Gig Harbor shall pay HDR an amount based on time and materials, at the rates shown in the attached fee schedule not to exceed \$8,438.00 (Eight Thousand, Four Hundred Thirty Eight dollars and no cents) for the services described herein. This is the maximum amount to be paid under this Agreement for the work described herein and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth herein before reaching the maximum amount.

Attached is an Estimate of Professional services to be carried out for the completion of the work as noted above.

We appreciate the opportunity to submit to you this scope of work. Should you have any questions or need additional information, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Jason Hill, P.E.  
Project Manager

Gus Brandon Garcia  
Project Designer

# Exhibit B

## HDR|FishPro Estimate of Professional Services

Client:	City of Gig Harbor	Contact:	Steve Misurak, P.E.
Address:	3510 Grandview Street, City of Gig Harbor	Tel/Fax:	253-851-6170
Project Name:	Donkey Creek Restoration Project	Project Number:	
Date:	November 7th, 2007	Project Manager:	Jason Hill, P.E.
Services:	Type:		

Activities: Planning/Feasibility Study

**Labor Costs**

Project Tasks	Project Manager/ Structural Engineer	Mech Engineer	Sr Civil Engineer	Civil Engineer	Project Controls	Water Resource Engineer	Engineer	Sr Fisheries Biologist/PMgr	Fisheries Scientist	Environmental Scientist	Sr Eng Tech	CAD Technician	Project Assistant	Word Processing	Subconsultant (PHZM Surveying)	Total Hours by Task	Total Costs by Task	values include direct and tech charges
	JH	LP	MH	GG	MS	MG	EO	KU	BH	JD	RC/AB	JC	SJ	LB				
<b>Amendment One</b>																		
<b>Task 5.0 PCPCS Fund Proposal Assistance</b>																		838
Technical Assistance	6															6	816	
<b>Task 6.0 Property Legal Description</b>																		4,683
Conservation Easement East of Harborview Drive North													1		1000	1	1,088	
Triangular Piece Downstream of Harborview at Austin													1		3500	1	3,588	
<b>Task 7.0 Plan and Profile at North Harborview Crossing</b>																		2,917
Develop a Plan and Profile Donkey Ck Crossing	6			10								12				28	2,796	
Hours Subtotal	12			10								12	2		4500	36	—	
Hourly Rate	136		136	102			125		130	101		105	80	88		—	—	
Labor Cost Subtotal	1632			1020								960	176		4500	—	8,288	

Other Direct Costs	Quantity	Rate	Subtotal
Travel Expense	lump sum	1 / lump sum	
Car Rental	days	/ day	
Mileage	miles	0.465 / mile	
Airfare	trips	/ trip	
Lodging & Per Diem	days	/ day	
Communications	months	/ month	
Copies	80 copies	0.10 / copy	8
Plots	3 plots	3.00 / plot	9
Tech. Cost Recovery	36 hrs	3.70 / hr	133
Miscellaneous	lump sum	/ lump sum	

Total Labor Cost	\$8,288
Total Other Direct Costs	\$150
<b>Total Project Cost</b>	<b>\$8,438</b>

Note, the technology charge at btm has been added to each task sum based on hrs associated with task in the scope document and rounded up.





**Business of the City Council  
City of Gig Harbor, WA**

**Subject: Plan Review Services-St. Anthony's Medical Office Building**

**Dept. Origin: Building/Fire**

**Prepared by: Bower**

**Proposed Council Action: Approve the Contract with CWA Consulting Engineers for Plan Review Services on the St. Anthony's Medical Office Building project.**

**For Agenda of: November 13, 2007**

**Exhibits:**

Initial & Date

**Concurred by Mayor:** SLW 11/2/07  
**Approved by City Administrator:** PK 11/7/07  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** DB

Expenditure Required	\$27,596.66	Amount Budgeted	0	Appropriation Required	0
----------------------	-------------	-----------------	---	------------------------	---

**INFORMATION / BACKGROUND**

Due to the extremely high number of construction related permits in the process of review and permitting and In an effort to maintain our plan review turnaround goals, the Department proposes to utilize contract plan review services for the building permit review on the St. Anthony's Medical Office Building project. The contractor, CWA Consulting Engineers is the next contractor in line on our on-call list for providing this service.

**FISCAL CONSIDERATION**

Plan review fees collected for this project will be used to pay the contract amount.

**BOARD OR COMMITTEE RECOMMENDATION**

No recommendation sought.

**RECOMMENDATION / MOTION**

**Move to: Approve the contract with CWA Consulting Engineers in the amount of \$27,596.66 for building plan review services on the St. Anthony's Medical Office Building project.**

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CWA CONSULTING ENGINEERS  
FOR PLAN REVIEW SERVICES ON BP-07-0318, ST. ANTHONY'S MEDICAL  
OFFICE BUILDING PROJECT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and CWA Consulting Engineers, a corporation organized under the laws of the State of Washington, located and doing business at 8675 East Caraway Rd., Port Orchard, WA 98366 (hereinafter the "Consultant")

**RECITALS**

WHEREAS, the City is presently engaged in the review of plans and building permit applications in advance of permit issuance by the Building and Fire Safety Department and desires that the Consultant perform a complete plan review as described herein; and

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

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

**TERMS**

**I. Description of Work**

The consultant shall perform all work as described in Exhibit "A".

**II. Payment**

A. The City shall pay the Consultant an amount based on a percentage of the plan review fees as determined under the City's current fee resolution as described in Exhibit "B", which shall not exceed Twenty-Seven Thousand Five Hundred and Ninety Six Dollars and Sixty-Six cents (\$27,596.66). This is the maximum amount to be paid under this Agreement for the work described in Exhibit "A", and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement, PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The parties agree that there is no minimum

amount the City may be billed under this Agreement and that all fees shall be established as set forth in Exhibit B.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

C. The following procedure shall be used for determining Consultant fees in relation to this Agreement. First, the City will receive the permit application and submittal documents. The permit and plan review fees will be determined by the City at that time. Second, the City will contact the Consultant to determine its availability for review services under this Agreement. The City will provide the Consultant with its fee calculations showing permit and plan review fees charged by the City and the Consultant's plan review fees as determined in Exhibit "C". If the Consultant agrees to the fees and is available to perform the work, one set of the plans and supporting submittal documents will be transferred to the Consultant for review. Finally, the consultant will invoice the City for services rendered upon completion of the review as outlined in Exhibit "C" and the plans will be returned to the City in the manner described under Exhibit "A".

### **III. Relationship of Parties**

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

The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Consultant performs hereunder. The Consultant shall have no authority to issue any permits, approvals, or to make any final decisions on any permit applications, which authority shall be reserved to City employees.

#### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit "A" once the Consultant has notified the City that it is available to perform the work (as provided in Section II(C) herein, and the City has transmitted a copy of the plans/application to the Consultant. This Agreement shall expire on or before June 11, 2008, regardless of whether the Consultant has expended all of the funds allocated herein for the work described in Section A.

#### **V. Termination**

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination as described on a final invoice submitted to the City, as long as the services were performed timely under the schedule in Exhibit A. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data in the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as Exhibit "A" and as modified or amended prior to termination. "Additional costs" shall mean all reasonable costs incurred by the City beyond the plan review fees (as determined as set forth in Exhibit B) that the parties agreed would be paid to the Consultant, specified in Section II(A) above.

#### **VI. Discrimination**

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

#### **VII. Indemnification**

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

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

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

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

### **VIII. Insurance**

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual

- liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

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

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

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

Original documents, drawings, designs, and reports developed under this Agreement shall belong to and become the property of the City. All written information submitted by the City to the Consultant in connection with the services performed by the Consultant under this agreement will be safeguarded

by the Consultant to at least the same extent as the Consultant safeguards like information relating to its own business. If such information is publicly available or is already in Consultant's possession or known to it, or is rightfully obtained by the Consultant from third parties, the Consultant shall bear no responsibility for its disclosure, inadvertent or otherwise.

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

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

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

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

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

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

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

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein or to exercise any option herein conferred in one or more instances shall not be construed to be a waiver or

relinquishment of said covenants, agreements, or options and the same shall be and remain in full force and effect.

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

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

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

#### **XVI. Written Notice**

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

**CONSULTANT:**  
Charles Williams, PE  
CWA Consulting Engineers  
8675 East Caraway Rd.  
Port Orchard, WA 98366  
(360) 871-5433

**CITY:**  
Dick J. Bower, CBO  
Bldg. Official/Fire Marshal  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
(253) 851-6170

#### **XVII. Assignment**

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



### **XVIII. Modification**

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

### **XIX. Conflicts of Interest**

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement, for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing plans for projects of existing or former clients. The Consultant shall notify the Building Official/Fire Marshal if the Consultant receives plans to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

### **XX. Integration**

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

### **XXI. Severability.**

If any phrase, sentence or provision of this Agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 7 day of NOVEMBER, 2007.

CONSULTANT

CITY OF GIG HARBOR

By: *Charles Williams*  
Principal

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

Notices to be sent to:

Charles Williams, PE  
CWA Consulting Engineers  
8675 East Caraway Rd.,  
Port Orchard, WA 98366

Dick J. Bower, CBO  
Building/Fire Safety Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Charles Williams 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 Resident of CWA Consulting to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 11/7/07



*Patricia M. McGallian*

Patricia M. McGallian  
(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at: Kitsap County  
My Commission expires: 1-22-2009

Exhibit "A"  
SCOPE OF WORK AND PROCESS

1. Plan Review

A. The Consultant will review plans submitted with building permit application number BD-07-0220, Hunt Highlands for structural and non-structural code compliance in accordance with the currently adopted construction codes, Washington State Building Code (current WAC), Washington State Energy Code, Washington State Ventilation and Indoor Air Quality Code, and the Gig Harbor Municipal Code, except that the Consultant will confer with the Building Official/Fire Marshal or his/her agent on any portion of the review that specifically requires an approval of the building or fire code official under the applicable code(s) for alternate work or methods, or that involves an unusual interpretation.

B. The Consultant will not design for the applicant, make any changes on the plans that involves primary structural elements or connections, or make any change that directly contradicts other information on the plans. Any change marked on the plans must be made by or under the direction of the applicant and be clearly identified as such on the plans. All necessary notes and details must be on or directly attached to the approved permit set of plans.

C. If corrections or additions are required, the Consultant will write and send a review letter to the applicant and will send a copy to the City's building official/fire marshal. The review letter will describe each required correction or addition, and reference the applicable code section. It will also direct the applicant to submit the revised or added information to the Consultant and the City of Gig Harbor Building and Fire Safety Department. The Consultant will provide a facsimile or electronic transmittal of the review letter to the applicant or their agent when requested by the applicant. All communication will be directed to the contact person named on the application.

D. After final review by the consultant the Consultant will indicate that the plans have been reviewed and found to be in substantial compliance with applicable codes and ordinances. The plan reviewer's signature and approval date will be affixed to such statement on the plan set.

E. After receipt of the plan set from the Consultant, the City will continue processing of the application and notify the applicant of the final decision.

2. Process

A. The City will determine and collect plan review fees to be paid by the applicant per the City's fee resolution.

B. The Building Official/Fire Marshal will determine which plans are to be

reviewed by the Consultant.

C. The City will intake, track, and process the permit applications and all revisions per current City of Gig Harbor administrative procedures.

D. The City will be responsible for the transportation of applications, plans, and revisions to the contractor.

E. The Consultant will be responsible for transportation of approved applications, plans, and revisions after the Consultant's final review to the City.

F. The Consultant will complete the review and will either provide final recommendation for approval of the application and notify the City of approval via return of all materials, or will send the applicant and the City a review letter within the timelines listed below. Each timeline will begin from the day the Consultant receives the plans. Unsolicited submittal of significant plan revisions by the applicant will be reviewed according to the initial review timeline. Unsolicited submittal of minor plan revisions by the applicant will be reviewed according to the revision timeline (item 1b or 2b below).

1. Single Family (Residential) and Other Less Complex Projects

a. Eight (8) working days for initial review of projects sent to the Consultant at a rate of five (5) or fewer projects per week. Additional projects beyond five per week will be reviewed initially within fourteen (14) calendar days.

b. Five (5) working days for review of revised plans or additional information.

2. All Other Projects (including all new separate commercial buildings)

a. Twenty-one (21) calendar days for the initial review.

b. Fourteen (14) calendar days for review of revision submittals unless otherwise agreed to by the City in advance.

G. Within two (2) days of receipt of the plans, the Consultant will indicate if they are not able to meet the timeline for the review. The Consultant will return plans to the City of the timing on review could not be negotiated. The review time may be negotiated when the quantity and/or complexity of projects to be reviewed for the City constrains the Consultant's ability to meet the timelines. If, at any time after the plans have been sent to the Consultant, if the Consultant finds that it cannot perform a timely review or that the review hasn't been done in a timely manner, the City may demand that the plans be immediately returned to the City so that the City can perform the review to completion. If the City demands that the plans be returned to the City on timeliness grounds, the Consultant shall not be entitled to any fee.

## Exhibit "B"

### Calculation and Payment of Fees

#### 1. Valuation to Determine Review Fees

- A. The valuation used in determining the permit and plan review fees for conventional projects will be the applicants submitted valuation or the valuation determined using the Square Foot Construction Costs table established under the current City of Gig Harbor fee resolution whichever is higher.
- B. Experience and judgment shall be applied to determine valuation for commercial tenant improvements and unconventional projects such as foundation repairs, retaining walls, etc. where a clearly defined added floor area is not identifiable. The Contractor and the City shall agree on valuation prior to beginning plan review for such projects, based on the applicant's valuation, a detailed bid, or other approved estimating methods.
- C. Each separate structure shall be valued individually.
- D. The Consultant's fees shall be based on the following provisions:
  - 1. Building Permit Fee: As set forth in the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
  - 2. Plan Review Fee: 65% of the building permit fee as determined by the current City of Gig Harbor fee resolution. (This is not the Consultant's fee)
- E. The Consultant's fees shall be as described in Section 2 below with a minimum fee as indicated for each new building except that no minimum shall apply to repetitive buildings (identical to a previous building).

#### 2. Consultant's Plan Review Fees

Consultant's fees shall be in accordance with the following tables:

A. Partial Review – Review of only Structural, Non-structural, WA State Energy Code, or Ventilation and Indoor Air Quality Code compliance:

Construction Value	Base Fee (% of plan review fee)	Hourly Rate (for reviews in excess of two)
To \$500,000.00	55%	\$85.00
To \$2,000,000.00	45%	\$85.00
To \$5,000,000.00	38%	\$85.00

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 33% of the plan review fee and

shall not exceed 38%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

B. Complete Review – Review for Structural, Non-structural, WSEC and VIAQ compliance.

Construction Value	Base Fee (% of plan review fee)	Hourly Rate (for reviews in excess of two)
To \$500,000.00	80%	\$85.00
To \$2,000,000.00	70%	\$85.00
To \$5,000,000.00	60%	\$85.00

Projects with value in excess of \$5,000,000.00 shall be charged at the rate of \$85.00 per hour, with a minimum fee equal to 55% of the plan review fee and shall not exceed 60%. Fees in excess of the minimum fee must be negotiated with the building official/fire marshal prior to beginning review.

D. Repetitive Buildings (must be identical) – After first building: 15% of the plan review fee with no minimum amount

### 3. Additional Plan Review

A. The fees described above include the initial plan review plus 2 re-checks. When substantial revisions occur, additional fees may be charged when the City deems appropriate.

B. A standard hourly rate of \$85.00 per hour will be charged when additional plan review service is required. The additional time will be documented with appropriate explanation for the City's use and permit record file. Additional plan review fees must be authorized by the City in advance.

### 4. Fee Limitations.

A. The total amount paid to the Consultant under this agreement shall not exceed the amount indicated in Part II, item "A" of the Consultant Services Contract. This limitation shall not obligate the Consultant to perform services without compensation. The City will monitor the balance of funds remaining within the contractual fee limitation.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Department of Ecology – NPDES Stormwater Plan Grant Agreement

**Proposed Council Action:** Authorize the Mayor to execute the attached grant agreement with the Department of Ecology.

**Dept. Origin:** Engineering  
**Prepared by:** Steve Misiurak, PE City Engineer  
**For Agenda of:** November 13, 2007  
**Exhibits:** Grant Agreement

Initial & Date

**Concurred by Mayor:** CLH 11/7/07  
**Approved by City Administrator:** RDK 11/7/07  
**Approved as to form by City Atty:** CAM 11/6/07  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$0	Budgeted \$0	Required \$0

**INFORMATION / BACKGROUND**

As part of the National Pollution Discharge Elimination System (NPDES) Phase 2 municipal stormwater general permit for Western Washington, the Washington State Department of Ecology (DOE) requires municipal stormwater managers to develop and implement a Stormwater Management Plan with six defined measures to control stormwater. These measures include:

1. Public outreach;
2. Public participation;
3. Illicit discharge detection and elimination
4. Construction runoff control;
5. Post-construction runoff control; and
6. Pollution prevention and good housekeeping

The Department of Ecology issued the Permit to the City on January 17, 2007. In July 2007 the Department of Ecology offered the City of Gig Harbor, as a “designated local government”, a local government stormwater grant in the amount of \$75,000 to assist with the implementation of the NPDES requirements.

Examples of permit requirements that are eligible for grant funding include conducting inventories of stormwater sources, review of existing and model stormwater regulations, source control activities (drain stenciling, business inspections, public information campaigns, etc.), mapping of infrastructure, purchase of equipment for conducting stormwater monitoring,

evaluation of stormwater quality, and other activities consistent with the requirements of the stormwater management program.

If accepted by the City of Gig Harbor, the Department of Ecology anticipates signing this grant on or after January 31, 2008.

**FISCAL CONSIDERATION**

This grant does not require matching local funds.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to execute the attached grant agreement with the Department of Ecology.





STATE OF WASHINGTON  
DEPARTMENT OF ECOLOGY

PO Box 47600 • Olympia, WA 98504-7600 • 360-407-6000  
711 for Washington Relay Service • Persons with a speech disability can call 877-833-6341

October 17, 2007

**RECEIVED**

OCT 19 2007

Mr. Stephen Misiurak  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

CITY OF GIG HARBOR  
OPER. & ENGINEERING

**Re: Local Government Stormwater Grants Program  
Ecology Grant Agreement No. G0800146**

Dear Mr. Misiurak:

Enclosed are three unsigned copies of the above-referenced agreement between the Department of Ecology and the City of Gig Harbor for the Gig Harbor Local Government Stormwater Grant project.

Please carefully review the grant agreement including the project scope of work, budget, and special conditions. If all is acceptable, have Mayor Charles Hunter sign the enclosed three originals of the grant agreement, then return all three to me. One fully-executed original will be returned to you after signature by our Program Manager.

This agreement will be final upon the date of signature by the Water Quality Program Manager. Once signed, costs may be reimbursed on those incurred since July 1, 2007.

Also enclosed is a Signature Authorization Form. Please have all necessary staff sign and then return to me.

If you should have any questions, please call me at (360) 407-7489.

Sincerely,

Melanie Tyler  
Grant Financial Manager  
Water Quality Program

Enclosures



**LOCAL GOVERNMENT STORMWATER GRANTS PROGRAM  
GRANT AGREEMENT  
BETWEEN THE  
STATE OF WASHINGTON DEPARTMENT OF ECOLOGY  
AND THE  
CITY OF GIG HARBOR**

THIS is a binding agreement entered into, by, and between the state of Washington Department of Ecology (DEPARTMENT), and the City of Gig Harbor (RECIPIENT). The purpose of this agreement is to provide funds to the RECIPIENT to carry out the requirements described herein.

**PART I. GENERAL INFORMATION**

Project Title: **Gig Harbor Local Government Stormwater Grant**

Grant Number: **G0800146**

RECIPIENT Name and Address: **City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335**

RECIPIENT Contact: **Stephen Misiurak**  
Telephone Number: **(253) 851-6170**  
Fax Number: **(253) 853-7597**  
E-Mail Address: **misiuraks@cityofgigharbor.net**

RECIPIENT Billing Contact: **Stephen Misiurak**  
Telephone Number: **(253) 851-6170**  
Fax Number: **(253) 853-7597**  
E-Mail Address: **misiuraks@cityofgigharbor.net**

RECIPIENT Federal ID Number: **91-6001435**

DEPARTMENT Project/Financial Manager: **Melanie Tyler**  
Mailing Address: **Water Quality Program  
Washington State Department of Ecology  
P.O. Box 47600  
Olympia, WA 98504-7600**  
Telephone Number: **(360) 407-7489**  
Fax Number: **(360) 407-7151**  
E-Mail Address: **mety461@ecy.wa.gov**

Gig Harbor Local Government Stormwater Grant  
City of Gig Harbor  
Grant No. G0800146

DEPARTMENT Funding Source:	<b>2007-09 Biennial Operating Budget/Local Toxics Control Account</b>
Total Cost:	<b>\$75,000</b>
Total Eligible Cost:	<b>\$75,000</b>
DEPARTMENT Share:	<b>\$75,000</b>
DEPARTMENT Maximum Percentage:	<b>100 percent</b>

The effective date of this grant agreement is July 1, 2007. Any work performed prior to the effective date of this agreement will be at the sole expense and risk of the RECIPIENT.

This agreement expires on **June 30, 2009**.

## **PART II. PERFORMANCE MEASURES**

### **A. Water Quality Goal.**

Improved stormwater management and water quality protection associated with development and implementation of a stormwater management program.

### **B. Project Outcomes.**

Local Government Stormwater Grants for local governments to receive grants for municipal stormwater programs, including but not limited to:

1. Implementation of Phase II municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
2. Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
3. Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.

### **C. Post Project Assessment.**

The RECIPIENT agrees to submit a brief survey three years after project completion regarding the key project outcomes and the status of environmental results or goals from the project. The DEPARTMENT's Performance Measures Lead will e-mail the RECIPIENT the Post Project Assessment Survey.

The DEPARTMENT may conduct on-site interviews and inspections, and may otherwise evaluate the Project. The DEPARTMENT will enter the information provided into its performance measures database to be provided to the Washington State Legislature, United States Environmental Protection Agency, and other natural resource agencies.

Gig Harbor Local Government Stormwater Grant  
 City of Gig Harbor  
 Grant No. G0800146

Approximate Post Project Assessment Date: June 30, 2012

**PART III. PROJECT DESCRIPTION**

The RECIPIENT's stormwater project will address planning, implementation, or management of municipal stormwater programs.

**PART IV. PROJECT BUDGET**

<b>Gig Harbor Local Government Stormwater Grant</b>	
<b>ELEMENTS</b>	<b>TOTAL ELIGIBLE COST (TEC)*</b>
Task 1 – Project Administration/Management	\$ 7,500
Task 2 – Implementation of Stormwater Planning and Management Needs	\$67,500
Total	\$75,000
<b>*The DEPARTMENT's Fiscal Office will track to the Total Eligible Project Cost.</b>	
<b>MATCHING REQUIREMENTS (There are no matching requirements)</b>	
DEPARTMENT Share FY 08 (100% of TEC)	\$75,000

Payment Request Submittals. Payment requests will not be submitted more often than monthly, unless allowed by the DEPARTMENT's Project/Financial Manager. The DEPARTMENT's Project/Financial Manager may require the RECIPIENT to submit regular payment requests to ensure efficient and timely use of funds.

Payment Schedule. Payments will be made on a cost-reimbursable basis.

**PART V. SCOPE OF WORK**

The RECIPIENT shall ensure that this project is completed according to the details of this agreement. The RECIPIENT may elect to use its own forces or it may contract for professional services necessary to perform and complete project related work. The RECIPIENT certifies by signing this agreement that all applicable requirements have been satisfied in the procurement of any professional services. Eligible and ineligible project costs are separate and identifiable for

billing purposes. If professional services are contracted, the RECIPIENT shall submit a copy of the final contract to the DEPARTMENT's Project/Financial Manager.

**Task 1 - Project Administration/Management**

- A. The RECIPIENT shall administer the project. Responsibilities will include, but not be limited to: maintenance of project records; submittal of payment vouchers, fiscal forms, and progress reports; compliance with applicable procurement, contracting, and interlocal agreement requirements; application for, receipt of, and compliance with all required permits, licenses, easements, or property rights necessary for the project; and submittal of required performance items.
- B. The RECIPIENT shall manage the project. Efforts will include: conducting, coordinating, and scheduling project activities and assuring quality control. Every effort will be made to maintain effective communication with the RECIPIENT's designees; the DEPARTMENT; all affected local, state, or federal jurisdictions; and any interested individuals or groups. The RECIPIENT shall carry out this project in accordance with any completion dates outlined in this agreement.
- C. The RECIPIENT shall submit all invoice voucher submittals and supportive documentation, to the DEPARTMENT's Project/Financial Manager. Copies of all applicable forms shall be included with an original A19-1A, and shall be submitted to the DEPARTMENT. Blank forms are found in Administrative Requirements for Recipients of Ecology Grants and Loans.

**Required Forms:**

Form A19-1A (original signature)  
Form B2 (ECY 060-7)  
Form C2 (ECY 060-9)  
Form D (ECY 060-11)

**Where Eligible Costs Have Incurred:**

Form E (ECY 060-12)  
Form F (ECY 060-13)  
Form G (ECY 060-14)  
Form H (F-21)  
Form I (ECY 060-15)

- D. If work conducted results in a report, the RECIPIENT shall submit the following to the DEPARTMENT's Project/Financial Manager and in the quantities identified:
- Draft project completion reports – one electronic copy
  - Final project completion reports – five copies
  - Electronic copy of final project completion report

The RECIPIENT shall submit two copies of any document(s) which requires DEPARTMENT approval. Once approval is given, one copy will be returned to the RECIPIENT. If the RECIPIENT needs more than one approved copy, the number of submittals should be adjusted accordingly.

**Task 2 – Implementation of Stormwater Planning and Management Needs**

- A. The RECIPIENT shall address stormwater management needs that protect or restore water quality. The RECIPIENT may conduct work related to any of the following eligible stormwater management outcomes:
- Implementation of activities required by the municipal stormwater National Pollutant Discharge Elimination System (NPDES) permits.
  - Stormwater source control for toxics in association with clean-up of contaminated sediment sites.
  - Stormwater source control programs for shellfish protection districts where stormwater is a significant contributor.
- B. Examples of eligible projects or project components:
1. Conducting inventories of stormwater sources.
  2. Establishing and refining stormwater utilities, including stable rate structures, developing stormwater ordinances and regulations, initial staffing, and other capacity building activities to facilitate ongoing stormwater management needs.
  3. Review existing and model stormwater regulations.
  4. Mapping or geographic information systems of stormwater system infrastructure.
  5. Source control activities, such as drain stenciling, business inspections, and public information and communication.
  6. Identification and removal of illicit stormwater discharges into municipal separate storm sewer systems.
  7. Completing detailed plans, for example, stormwater management plans, engineering reports or facilities plans (including financing options and choices), education and outreach plans, and source control progress reports.
  8. Purchase of equipment for conducting stormwater monitoring.
  9. Evaluation of stormwater quality.
  10. Other activities consistent with Legislative provisos for this program or local and regional stormwater management programs or permit compliance, which can be completed by the June 30, 2009, deadline.

**PART VI. SPECIAL TERMS AND CONDITIONS**

- A. Commencement of Work. In the event that the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.
- B. DEPARTMENT Funding Recognition. The RECIPIENT shall acknowledge and inform the public about DEPARTMENT funding participation in this project as appropriate.

Examples include project signs and/or acknowledgement in published materials and reports, the news media, or other public announcements. Projects addressing site-specific locations must utilize appropriately sized and weather-resistant signs.

- C. Equipment Purchase. The purchase of equipment may be eligible under this project. If the RECIPIENT determines that equipment is needed to achieve the project outcomes, a request must be made to the DEPARTMENT. All equipment purchases must have prior approval by the DEPARTMENT.
- D. Indirect Rate. To acknowledge overhead costs, the RECIPIENT may charge an indirect rate up to 25 percent based on RECIPIENT employee's direct salary and benefit costs incurred while conducting project related work, provided that prior to signature of this agreement, the DEPARTMENT's Project/Financial Manager may require a list of items included in the indirect rate during negotiations or thereafter. Items that are generally included in an indirect rate are identified in Administrative Requirements for Recipients of Ecology Grants and Loans.
- E. Meetings/Light Refreshments. The RECIPIENT may spend up to \$50 per meeting for light refreshments associated with this project. The total amount spent for light refreshments under this agreement cannot exceed \$300.
- F. Minority and Women's Business Participation. The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this agreement.

In the absence of more stringent goals established by the RECIPIENT's jurisdiction, the RECIPIENT agrees to utilize the DEPARTMENT's goals for minority- and women-owned business participation in all bid packages, request for proposals, and purchase orders. These goals are expressed as a percentage of the total dollars available for the purchase or contract and are as follows:

Construction/Public Works	10% MBE	6% WBE
Architecture/Engineering	10% MBE	6% WBE
Purchased Goods	8% MBE	4% WBE
Purchased Services	10% MBE	4% WBE
Professional Services	10% MBE	4% WBE

Meeting these goals is voluntary and no contract award or rejection will be made based on achievement or non-achievement of the goals. Achievement of the goals is encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

Gig Harbor Local Government Stormwater Grant  
City of Gig Harbor  
Grant No. G0800146

1. Include qualified minority and women's businesses on solicitation lists.
2. Assure that qualified minority and women's businesses are solicited whenever they are potential sources of services or supplies.
3. Divide the total requirements, when economically feasible, into smaller tasks or quantities, to permit maximum participation by qualified minority and women's businesses.
4. Establish delivery schedules, where work requirements permit, which will encourage participation of qualified minority and women's businesses.
5. Use the services and assistance of the State Office of Minority and Women's Business Enterprises (OMWBE) and the Office of Minority Business Enterprises of the U.S. Department of Commerce, as appropriate.

By signing this Agreement, the RECIPIENT certifies that the above steps were, or will be, followed. Any contractor engaged by the RECIPIENT under this agreement will be required to follow the above five affirmative steps in the award of any subcontract(s).

The RECIPIENT shall report to the DEPARTMENT at the time of submitting each invoice, on forms provided by the DEPARTMENT, payments made to qualified firms. The report will address:

1. Name and state OMWBE certification number of any qualified firm receiving funds under the voucher, including any sub-and/or sub-subcontractors.
2. The total dollar amount paid to qualified firms under this invoice.

G. Progress Reports. The RECIPIENT shall submit quarterly Progress Reports to the DEPARTMENT's Project/Financial Manager. Payment requests will not be processed without a Progress Report.

**Reporting Periods.**

- January 1 through March 31
- April 1 through June 30
- July 1 through September 30
- October 1 through December 31

**Reporting Due Date.** Quarterly Progress Reports are due 15 days following the end of the quarter.

**Report Content.** At a minimum, all Progress Reports must contain a comparison of actual accomplishments to the objectives established for the period, the reasons for delay if established objectives were not met, analysis and explanation of any cost overruns, and any additional pertinent information specified in this agreement.





**GENERAL TERMS AND CONDITIONS**  
**Pertaining to Grant and Loan Agreements of  
the Department of Ecology**

**A. RECIPIENT PERFORMANCE**

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall only use contractor/consultant assistance if that has been included in the agreement's final scope of work and budget.

**B. SUBGRANTEE/CONTRACTOR COMPLIANCE**

The RECIPIENT must ensure that all subgrantees and contractors comply with the terms and conditions of this agreement.

**C. THIRD PARTY BENEFICIARY**

The RECIPIENT shall ensure that in all subcontracts entered into by the RECIPIENT pursuant to this agreement, the state of Washington is named as an express third-party beneficiary of such subcontracts with full rights as such.

**D. CONTRACTING FOR SERVICES (BIDDING)**

Contracts for construction, purchase of equipment and professional architectural and engineering services shall be awarded through a competitive process, if required by State law. RECIPIENT shall retain copies of all bids received and contracts awarded, for inspection and use by the DEPARTMENT.

**E. ASSIGNMENTS**

No right or claim of the RECIPIENT arising under this agreement shall be transferred or assigned by the RECIPIENT.

**F. COMPLIANCE WITH ALL LAWS**

1. The RECIPIENT shall comply fully with all applicable Federal, State and local laws, orders, regulations and permits.

Prior to commencement of any construction, the RECIPIENT shall secure the necessary approvals and permits required by authorities having jurisdiction over the project, provide assurance to the DEPARTMENT that all approvals and permits have been secured, and make copies available to the DEPARTMENT upon request.

2. Discrimination. The DEPARTMENT and the RECIPIENT agree to be bound by all Federal and State laws, regulations, and policies against discrimination. The RECIPIENT further agrees to affirmatively support the program of the Office of Minority and Women's Business Enterprises to the maximum extent possible. If the agreement is federally-funded, the RECIPIENT shall report to the DEPARTMENT the percent of grant/loan funds available to women or minority owned businesses.

3. Wages And Job Safety. The RECIPIENT agrees to comply with all applicable laws, regulations, and policies of the United States and the State of Washington which affect wages and job safety.

4. Industrial Insurance. The RECIPIENT certifies full compliance with all applicable state industrial insurance requirements. If the RECIPIENT fails to comply with such laws, the DEPARTMENT shall have the right to immediately terminate this agreement for cause as provided in Section K.1, herein.

**G. KICKBACKS**

The RECIPIENT is prohibited from inducing by any means any person employed or otherwise involved in this project to give up any part of the compensation to which he/she is otherwise entitled or, receive any fee, commission or gift in return for award of a subcontract hereunder.

**H. AUDITS AND INSPECTIONS**

1. The RECIPIENT shall maintain complete program and financial records relating to this agreement. Such records shall clearly indicate total receipts and expenditures by fund source and task or object.

All grant/loan records shall be kept in a manner which provides an audit trail for all expenditures. All records shall be kept in a common file to facilitate audits and inspections.

Engineering documentation and field inspection reports of all construction work accomplished under this agreement shall be maintained by the RECIPIENT.

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.

3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.

4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations), including the compliance Supplement to OMB Circular A-133, if the RECIPIENT expends \$500,000 or more in a year in Federal funds. The \$500,000 threshold for each year is a cumulative total of all federal funding from all sources. The RECIPIENT must forward a copy of the audit along with the RECIPIENT'S response and the final corrective action plan to the DEPARTMENT within ninety (90) days of the date of the audit report.

#### **I. PERFORMANCE REPORTING**

The RECIPIENT shall submit progress reports to the DEPARTMENT with each payment request or such other schedule as set forth in the Special Conditions. The RECIPIENT shall also report in writing to the DEPARTMENT any problems, delays or adverse conditions which will materially affect their ability to meet project objectives or time schedules. This disclosure shall be accompanied by a statement of the action taken or proposed and any assistance needed from the DEPARTMENT to resolve the situation. Payments may be withheld if required progress reports are not submitted.

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within thirty (30) days following the end of the quarter being reported.

#### **J. COMPENSATION**

1. Method of compensation. Payment shall normally be made on a reimbursable basis as specified in the grant agreement and no more often than once per month. Each request for payment will be submitted by the RECIPIENT on State voucher request forms provided by the DEPARTMENT along with documentation of the expenses. Payments shall be made for each task/phase of the project, or portion thereof, as set out in the Scope of Work when completed by the RECIPIENT and approved as satisfactory by the Project Officer.

The payment request form and supportive documents must itemize all allowable costs by major elements as described in the Scope of Work. Instructions for submitting the payment requests are found in "Administrative Requirements for Ecology Grants and Loans", part IV, published by the DEPARTMENT. A copy of this document shall be furnished to the RECIPIENT. When payment requests are approved by the DEPARTMENT, payments will be made to the mutually agreed upon designee.

Payment requests shall be submitted to the DEPARTMENT and directed to the Project Officer assigned to administer this agreement.

2. Period of Compensation. Payments shall only be made for actions of the RECIPIENT pursuant to the grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

3. Final Request(s) for Payment. The RECIPIENT should submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.

4. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT'S performance. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT'S sole discretion, such payment is

reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6. herein.

5. Unauthorized Expenditures. All payments to the RECIPIENT may be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.

6. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law for state employees.

7. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

#### **K. TERMINATION**

1. For Cause. The obligation of the DEPARTMENT to the RECIPIENT is contingent upon satisfactory performance by the RECIPIENT of all of its obligations under this agreement. In the event the RECIPIENT unjustifiably fails, in the opinion of the DEPARTMENT, to perform any obligation required of it by this agreement, the DEPARTMENT may refuse to pay any further funds thereunder and/or terminate this agreement by giving written notice of termination.

A written notice of termination shall be given at least five working days prior to the effective date of termination. In that event, all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, and reports or other materials prepared by the RECIPIENT under this agreement, at the option of the DEPARTMENT, shall become Department property and the RECIPIENT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials.

Despite the above, the RECIPIENT shall not be relieved of any liability to the DEPARTMENT for damages sustained by the DEPARTMENT and/or the State of Washington because of any breach of agreement by the RECIPIENT. The DEPARTMENT may withhold payments for the purpose of setoff until such time as the exact amount of damages due the DEPARTMENT from the RECIPIENT is determined.

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.

When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.

3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

#### **L. WAIVER**

Waiver of any RECIPIENT default is not a waiver of any subsequent default. Waiver of a breach of any provision of this agreement is not a waiver of any subsequent breach and will not be construed as a modification of the terms of this agreement unless stated as such in writing by the authorized representative of the DEPARTMENT.

**M. PROPERTY RIGHTS**

1. Copyrights and Patents. When the RECIPIENT creates any copyrightable materials or invents any patentable property, the RECIPIENT may copyright or patent the same but the DEPARTMENT retains a royalty-free, nonexclusive and irrevocable license to reproduce, publish, recover or otherwise use the material(s) or property and to authorize others to use the same for federal, state or local government purposes.

Where federal funding is involved, the federal government may have a proprietary interest in patent rights to any inventions that are developed by the RECIPIENT as provided in 35 U.S.C. 200-212.

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.

3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part V, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.

4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.

5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:

a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.

b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.

6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

**N. SUSTAINABLE PRODUCTS**

In order to sustain Washington's natural resources and ecosystems, the RECIPIENT is encouraged to implement sustainable practices where and when possible. These practices include use of clean energy, and purchase and use of sustainably produced products (e.g. recycled paper). For more information, see [www.ecy.wa.gov/sustainability](http://www.ecy.wa.gov/sustainability).

**O. RECOVERY OF PAYMENTS TO RECIPIENT**

The right of the RECIPIENT to retain monies paid to it as reimbursement payments is contingent upon satisfactory performance of this agreement including the satisfactory completion of the project described in the Scope of Work. In the event the RECIPIENT fails, for any reason, to perform obligations required of it by this agreement, the RECIPIENT may, at the DEPARTMENT's sole discretion, be required to repay to the DEPARTMENT all grant/loan funds disbursed to the RECIPIENT for those parts of the project that are rendered worthless in the opinion of the DEPARTMENT by such failure to perform.

Interest shall accrue at the rate of twelve percent (12%) per year from the time the DEPARTMENT demands repayment of funds. If payments have been discontinued by the DEPARTMENT due to insufficient funds as in Section K.2 above, the RECIPIENT shall not be obligated to repay monies which had been paid to the RECIPIENT prior to such termination. Any property acquired under this agreement, at the option of the DEPARTMENT, may become the DEPARTMENT'S property and the RECIPIENT'S liability to repay monies shall be reduced by an amount reflecting the fair value of such property.

**P. PROJECT APPROVAL**

The extent and character of all work and services to be performed under this agreement by the RECIPIENT shall be subject to the review and approval of the DEPARTMENT through the Project Officer or other designated official to whom the RECIPIENT shall report and be responsible. In the event there is a dispute with regard to the extent and character of the work to be done, the determination of the Project Officer or other designated official as to the extent and character of the work to be done shall govern. The RECIPIENT shall have the right to appeal decisions as provided for below.

**Q. DISPUTES**

Except as otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which is not disposed of in writing shall be decided by the Project Officer or other designated official who shall provide a written statement of decision to the RECIPIENT. The decision of the Project Officer or other designated official shall be final and conclusive unless, within thirty days from the date of receipt of such statement, the RECIPIENT mails or otherwise furnishes to the Director of the DEPARTMENT a written appeal.

In connection with appeal of any proceeding under this clause, the RECIPIENT shall have the opportunity to be heard and to offer evidence in support of this appeal. The decision of the Director or duly authorized representative for the determination of such appeals shall be final and conclusive. Appeals from the Director's determination shall be brought in the Superior Court of Thurston County. Review of the decision of the Director will not be sought before either the Pollution Control Hearings Board or the Shoreline Hearings Board. Pending final decision of dispute hereunder, the RECIPIENT shall proceed diligently with the performance of this agreement and in accordance with the decision rendered.

**R. CONFLICT OF INTEREST**

No officer, member, agent, or employee of either party to this agreement who exercises any function or responsibility in the review, approval, or carrying out of this agreement, shall participate in any decision which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is, directly or indirectly interested; nor shall he/she have any personal or pecuniary interest, direct or indirect, in this agreement or the proceeds thereof.

**S. INDEMNIFICATION**

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.

2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

**T. GOVERNING LAW**

This agreement shall be governed by the laws of the State of Washington.

**U. SEVERABILITY**

If any provision of this agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this agreement which can be given effect without the invalid provision, and to this end the provisions of this agreement are declared to be severable.

**V. PRECEDENCE**

*In the event of inconsistency in this agreement, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order: (a) applicable Federal and State statutes and regulations; (b) Scope of Work; (c) Special Terms and Conditions; (d) Any terms incorporated herein by reference including the "Administrative Requirements for Ecology Grants and Loans"; and (e) the General Terms and Conditions.*

SS-010 Rev. 04/04



Business of the City Council
City of Gig Harbor, WA

Subject: WWTP Improvements/Cultural Resources Assessment

Dept. Origin: Engineering Division

Prepared by: Stephen Misiurak, P.E. City Engineer

Proposed Council Action: Execute this Consultant Services Contract.

For Agenda of: November 13, 2007

Exhibits: Consultant Services Contract

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLK 11/7/07, PKK 11/7/07

Handwritten initials and date: Dave 11/7/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values: \$3,795.35, \$10,000.00, 0.

INFORMATION / BACKGROUND

A condition of the Public Works Engineering loan requires a cultural resource assessment be conducted by the City. This assessment will be forwarded to the Tribes and the State Archaeological Office for review and comment.

FISCAL CONSIDERATION

Sufficient funds exist within the Sewer Capital to fund this expenditure.

BOARD OR COMMITTEE RECOMMENDATION

None

RECOMMENDATION / MOTION

Move to: Execute this Consultant Services Agreement with Cultural Resource Consultants, Inc. in the amount not to exceed three thousand, seven hundred ninety-five dollars and thirty-five cents (\$3,795.35).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CULTURAL RESOURCE CONSULTANTS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cultural Resource Consultants, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 8001 Day Road West, Suite B, Bainbridge Island, WA 98110 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the Wastewater Treatment Plant Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services, dated September 15, 2007 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three Thousand Seven Hundred Ninety-Five Dollars and Thirty-Five cents (\$3,795.35) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B** The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2007; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as

described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

### VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **XVI. Written Notice**

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

CONSULTANT  
Glenn D. Hartmann

Stephen Misiurak, P.E.  
City Engineer

Cultural Resource Consultants, Inc.  
8001 Day Rd West, Suite B  
Bainbridge Island, Washington 98366  
(206) 855-9020

City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

### **XVII. Assignment**

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

### **XVIII. Modification**

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

### **XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

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

Notices to be sent to:  
CONSULTANT

Stephen Misiurak, P.E.

Glenn D. Hartmann  
Cultural Resource Consultants, Inc.  
8001 Day Rd West, Suite B  
Bainbridge Island, Washington 98366  
(206) 855-9020

City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk



STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

\_\_\_\_\_

\_\_\_\_\_

(print or type name)

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

\_\_\_\_\_

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





Cultural Resource Consultants, Inc.

**PROJECT SCOPE AND FEE AGREEMENT**

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CLIENT:	City of Gig Harbor
PROJECT:	Wastewater Treatment Plant Improvements
LOCATION:	Gig Harbor, Washington
ANTICIPATED PROJECT DATES:	September – November 2007

---

City of Gig Harbor is requesting a cultural resources assessment of its Wastewater Treatment Plant Improvements project located at 4216 Harbor View Drive in Gig Harbor. Cultural Resource Consultants, Inc. (CRC) will provide the following project components as part of a cultural resources assessment.

**Background Research:** CRC will conduct a recorded sites files search at the Washington Department of Archaeology and Historic Preservation (DAHP); review of relevant correspondence between the project proponent, stakeholders and DAHP; and, review of pertinent environmental, archaeological, ethnographic and historical literature appropriate to the project area.

**Tribal Contact:** CRC will contact the cultural resources staff of the affected tribes on a technical staff-to-technical staff basis for relevant project information. It is the responsibility of the governmental lead agency to consult with any involved tribes and to coordinate with tribal representatives regarding archaeological and cultural resources in or near the project area.

**Field Identification:** CRC will provide a field inventory of the project location for identification of archaeological and historical resources and, if necessary, excavation of shovel test probes or other exploratory excavations in environments that might contain buried archaeological deposits. Field methods will be consistent with DAHP guidelines.

**Field Monitoring:** CRC provided archaeological monitoring on September 17, 2007 during boring hole excavation for identification of archaeological and historical resources. No archaeological deposits were identified.

**Documentation of Findings:** CRC will document and record historic properties within the project area, including preparation of Washington State archaeological and/or historic site(s) forms and National Register of Historic Places Determination of Eligibility forms (as appropriate). Documentation will be consistent with DAHP standards.

8001 DAY ROAD WEST, SUITE B, BAINBRIDGE ISLAND, WA 98110  
PHONE 206.855.9020 FAX 206.855.9081  
info@crcwa.com

**Cultural Resources Assessment Report:** CRC will prepare a technical report describing background research, field methods, results of investigations, and management recommendations. The report will provide supporting documentation of archaeological findings, including maps and photographs, and will conform to DAHP reporting standards.

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**FEE**

The fee for services described above is anticipated to be less than \$3,800.00.

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**Cultural Resource Consultants, Inc.**

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Name/Title \_\_\_\_\_

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Glenn D. Hartmann,  
President/Principal Investigator

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

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

Subconsultant Fee Determination - Summary Sheet

Project: Wastewater Treatment Plant Monitoring  
 CRC #: 0709F - City of Gig Harbor

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Investigator	10.0		\$ 47.50	\$	475.00
Project Archaeologist I	38.0		\$ 26.50	\$	1,007.00
Project Archaeologist II	0.0		\$ 24.00	\$	-
Project Archaeologist III	0.0		\$ 22.00	\$	-
Project Archaeologist III	0.0		\$ 22.00	\$	-
Field Archaeologist	0.0		\$ 18.50	\$	-
Office Manager	3.0		\$ 23.50	\$	70.50
Office Assistant	0.0		\$ 10.50	\$	-
	51.0			\$	1,552.50

Overhead (OH Cost - - including Salary Additives):

OH Rate x DLC of: 110% %x\$ \$ 1,552.50 \$ 1,707.75

Fixed Fee (FF):

FF Rate x DLC of: 20.00% %x\$ \$ 1,552.50 \$ 310.50

Reimbursables:

Photo & Graphic Supplies \$ 50.00  
 Lodging: \$ -  
 Per Diem: \$ -  
 Mileage: \$ 174.60

\$ 224.60

Grand Total:

\$ 3,795.35

Prepared by: Teresa Peterson, Office Manager  
 DOT Form 140-089 EF Exhibit G-1

Date: 15-Sep-07



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 10/25/07

UBI: 602-762-646-001-0001

License: 402464 - 1U County: 27
Tradename: LOS CABOS GRILL
Loc Addr: 11430 51ST AVE NW STE 101A
GIG HARBOR WA 98332-7897

APPLICANTS:
LOS CABOS GRILL GIG HARBOR, INC.

Mail Addr: 1612 253RD PL
C/O A SOLETERO
COVINGTON WA 98042
Phone No.: 425-269-9352 GIG HARBOR MAYRO

SOLTERO, ADRIANA 1981-10-15
GUERRERO, VERONICA 1973-10-29
PARDO, RAFAEL 1974-10-24

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ? YES NO
2. Do you approve of location ? YES NO
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? (See WAC 314-09-010 for information about this process) YES NO
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading - 2007 Property Tax Levy Ordinance

Proposed Council Action: Adopt ordinance after second reading

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

For Agenda of: November 13, 2007

Exhibits: Ordinance

Initial & Date

Concurred by Mayor: CLH 11/7/07
Approved by City Administrator: FRK 11/7/07
Approved as to form by City Atty:
Approved by Finance Director: DR 11/6/07
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and values (0, 0, 0).

INFORMATION / BACKGROUND

This is the second reading of an ordinance setting the 2007 property tax levy for collection in 2007.

FISCAL CONSIDERATION

The 2008 preliminary budget plans a total levy for collection in 2008 in the amount of \$1,616,270. This is a total increase of \$134,884 over the current levy of \$1,481,386. The increase consists of the following components:

- 1% increase over current levy \$14,814
1% increase over highest regular tax which could have been levied \$14,960
New construction and improvements \$72,375
Annexations \$30,010
Refunds \$ 2,725
\$134,884

The total excess levy which will be used to pay the debt service on the Eddon Boat bond is \$250,000. This calculates to a preliminary rate of \$0.1739 per thousand dollars of assessed valuation.

RECOMMENDATION / MOTION

Move to: Adopt ordinance after second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES IN THE AMOUNT OF \$1,616,270 AND EXCESS PROPERTY TAXES IN THE AMOUNT OF \$250,000 FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2008.**

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WHEREAS, the City Council of the City of Gig Harbor held a meeting on October 22, 2007 and considered its budget for the 2008 calendar year;

WHEREAS, the city's actual levy amount from the previous year was \$1,481,385.59; and

WHEREAS, the City Council of the City of Gig Harbor attests that the City population is 6,765; and

WHEREAS, the City Council of the City of Gig Harbor determined that the City of Gig Harbor requires an excess levy in the amount of two hundred fifty thousand dollars and no cents (\$250,000.00) in order to provide debt service for the 2005 Unlimited Tax General Obligation Bond.

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

Section 1. An increase in the regular property tax levy is hereby authorized for the levy to be collected in the 2008 tax year.

The dollar amount of the increase over the actual levy amount from the previous year shall be fourteen thousand eight hundred thirteen dollars and no cents (\$14,813.00) which is a percentage increase of 1% from the previous year. This increase is exclusive of additional revenue resulting from new construction, improvements to property, any increase in the value of state assessed property, any annexations that have occurred and refunds made.

Section 2. The Property tax excess levy required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2008, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$1,689,318,487. Taxes levied upon this value shall be:

Approximately \$0.1739 per \$1,000 assessed valuation, producing an estimated amount of two hundred fifty thousand dollars and no cents (\$250,000.00) for 2005 Unlimited Tax General Obligation Bond debt service.



Section 3. This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five (5) days after the date of its publication.

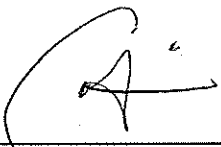
PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 12th day of November, 2007.

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM:

By:  \_\_\_\_\_  
Carol A. Morris, City Attorney

Filed with city clerk: 10/15/07  
Passed by the city council:  
Date published:  
Date effective:



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Second Reading of Ordinance  
- Prentice Avenue & Benson Street  
Vacation Request – Todd Block

**Proposed Council Action:** Recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street at this second reading.

**Dept. Origin:** Community Development

**Prepared by:** Dave Brereton, Interim *Dave*  
Community Development Director

**For Agenda of:** November 13, 2007

**Exhibits:** Letter of Petition, Ordinance, Record of Survey, Vicinity Map, Vicinity Map with photo, Location map with photo, photos

Initial & Date

**Concurred by Mayor:** *CH 11/7/07*  
**Approved by City Administrator:** *RJK 11/7/07*  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** *NA*  
**Approved by Department Head:** *Dave 11/7/07*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INTRODUCTION/BACKGROUND**

The city received a letter on August 23, 2007 from Mr. Todd Block, petitioning the city to vacate a portion of Prentice Avenue and Benson Street, in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the southern 32 feet of the Benson Street and the western 33 feet of Prentice Ave. Right-Of-Ways currently held by the City and abutting Lot 1 and the north 30 feet of Lot Block 6 of the Plat of Woodworth Addition to Gig Harbor (parcel no. 9815000191). There are no utilities running within the proposed street vacation area that would require recorded easements to the City.

As defined in the GHMC 12.14.018C, a street vacation Ordinance must be adopted by the City Council for those streets and alleys subject to the 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute).

**POLICY CONSIDERATIONS**

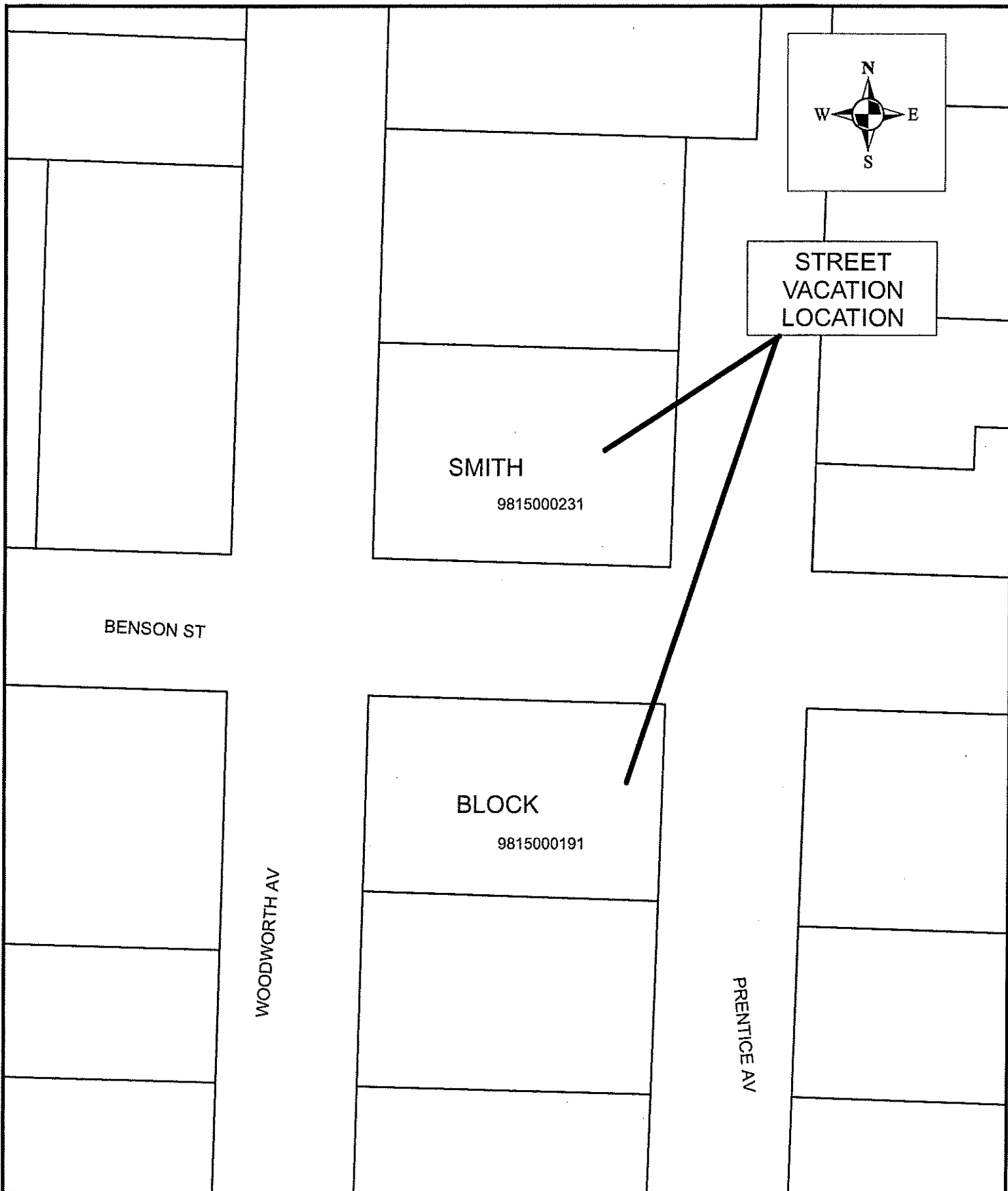
If the requested street vacations are approved, it is possible for the two property owners/applicants (Block and Smith) to join together and short plat their properties into 3 lots, thereby creating one additional lot.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATION**

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street at this second reading.



SMITH AND BLOCK STREET VACATIONS  
PRENTICE AVE. AND BENSON STREET  
LOCATION MAP



TODD BLOCK STREET VACATION  
PRENTICE AVE. AND BENSON STREET  
LOCATION MAP





LOOKING NORTH ON PRENTICE (BLOCK PROPERTY)



LOOKING EAST ON BENSON (CENTERLINE OF RIGHT-OF-WAY)

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVENUE AND BENSON STREET, LYING BETWEEN WOODWORTH AVENUE AND PEACOCK HILL AVENUE, AS DESCRIBED IN THE STREET VACATION PETITION FROM TODD BLOCK, 9315 WOODWORTH AVENUE, GIG HARBOR, WASHINGTON.**

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WHEREAS, Todd Block petitioned the City to vacate a portion of Prentice Avenue and Benson Street (originally platted as Norton and Chester Streets), which abuts his property at 9315 Woodworth Avenue, Gig Harbor, Washington, under the nonuser statute, and GHMC Section 12.14.018(C), and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of the Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Benson Street subject to the vacation petition were not included in any street that was opened or improved within five years after the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and

WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 728 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on October 22, 2007, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Benson Street right-of-way described in the Block street vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Prentice Avenue and Benson Street, lying between Woodworth Avenue and Peacock Hill Avenue, abutting north property frontage of Parcel No. 9815000191, is legally described in Exhibit A attached hereto and incorporated by this reference, and further, is shown on the map attached hereto as Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area. This street vacation ordinance does not affect any existing rights, including any the public may have acquired in the right-of-way since the street was vacated by operation of law.



Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

FILED WITH THE CITY CLERK: 10/18/07  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

Exhibit 'A'

## PETITION

Come now Todd Block, being land owners of adjoining roads hereby petition the City of Gig Harbor, Pursuant to section 12.14.002 (A) and section 12.14.018 (C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened roads abutting the following described real property located in the City of Gig Harbor , County of Pierce State of Washington:

Parcel No.9815000191

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

Lot 1 and the north 30 feet of lot 2 block 6 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

Adjoining the petitioners' property is the unopened roads called out as Norton Street and Chester Street on the face of the plat. The portions of unopened streets are described as follows as it affects the adjoining lots;

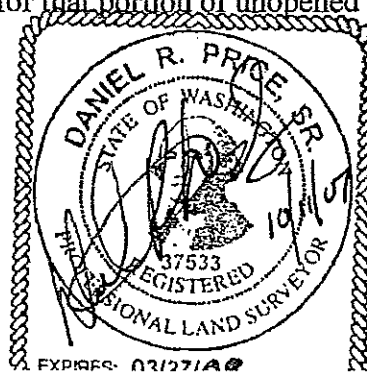
Affected parcel No.9815000191

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

The south half of Norton Street (Benson Street) adjoining lot 1 of block 6 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington, also the west half of Chester Street (Prentice Ave.) adjoining lot 1 and the north 30 feet of lot 2 of block 6 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

The plat which includes the Petitioners' property and unopened Norton and Chester Street, was recorded August 22, 1890, when the property was in unincorporated Pierce County, Washington.

That portion of Norton and Chester Streets adjoining the petitioners property was unopened for five years prior to the enactment of Washington Session Laws of 1909, chapter 90. That portion of Norton and Chester Streets adjoining the petitioners property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-90, Chapter 19, § 32. Petitioners request that pursuant to section 12.14.018 (C) of Gig Harbor Municipal Code and the Session laws of 1889-90, chapter 19, § 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Norton and Chester Street as described herein.







**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Second Reading of Ordinance  
- Prentice Avenue & Benson Street  
Vacation Request – Douglas & Annette Smith

**Proposed Council Action:** Recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street at this second reading.

**Dept. Origin:** Community Development

**Prepared by:** Dave Brereton, Interim *Dave*  
Community Development Director

**For Agenda of:** October 22, 2007

**Exhibits:** Letter of Petition, Ordinance, Record of Survey, Vicinity Map, Vicinity Map with photo, Location map with photo

Initial & Date

**Concurred by Mayor:** *CHH 11/7/07*  
**Approved by City Administrator:** *RSK 11/7/07*  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** *NA*  
**Approved by Department Head:** *Dave 11/7/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INTRODUCTION/BACKGROUND**

The city received a letter on August 23, 2007 from Douglas and Annette Smith, petitioning the city to vacate a portion of Prentice Avenue and Benson Street, in accordance with GHMC 12.14.002.

Specifically, the request is for the vacation of the southern 32 feet of the Benson Street and the western 33 feet of Prentice Ave. Right-Of-Ways currently held by the City and abutting Lot 1 and the north 30 feet of Lot Block 6 of the Plat of Woodworth Addition to Gig Harbor (parcel no. 9815000231). There are no utilities running within the proposed street vacation area that would require recorded easements to the City.

As defined in the GHMC 12.14.018C, a street vacation Ordinance must be adopted by the City Council for those streets and alleys subject to the 1889-90 Laws of Washington, Chapter 19, Section 32 (non-user statute).

**POLICY CONSIDERATIONS**

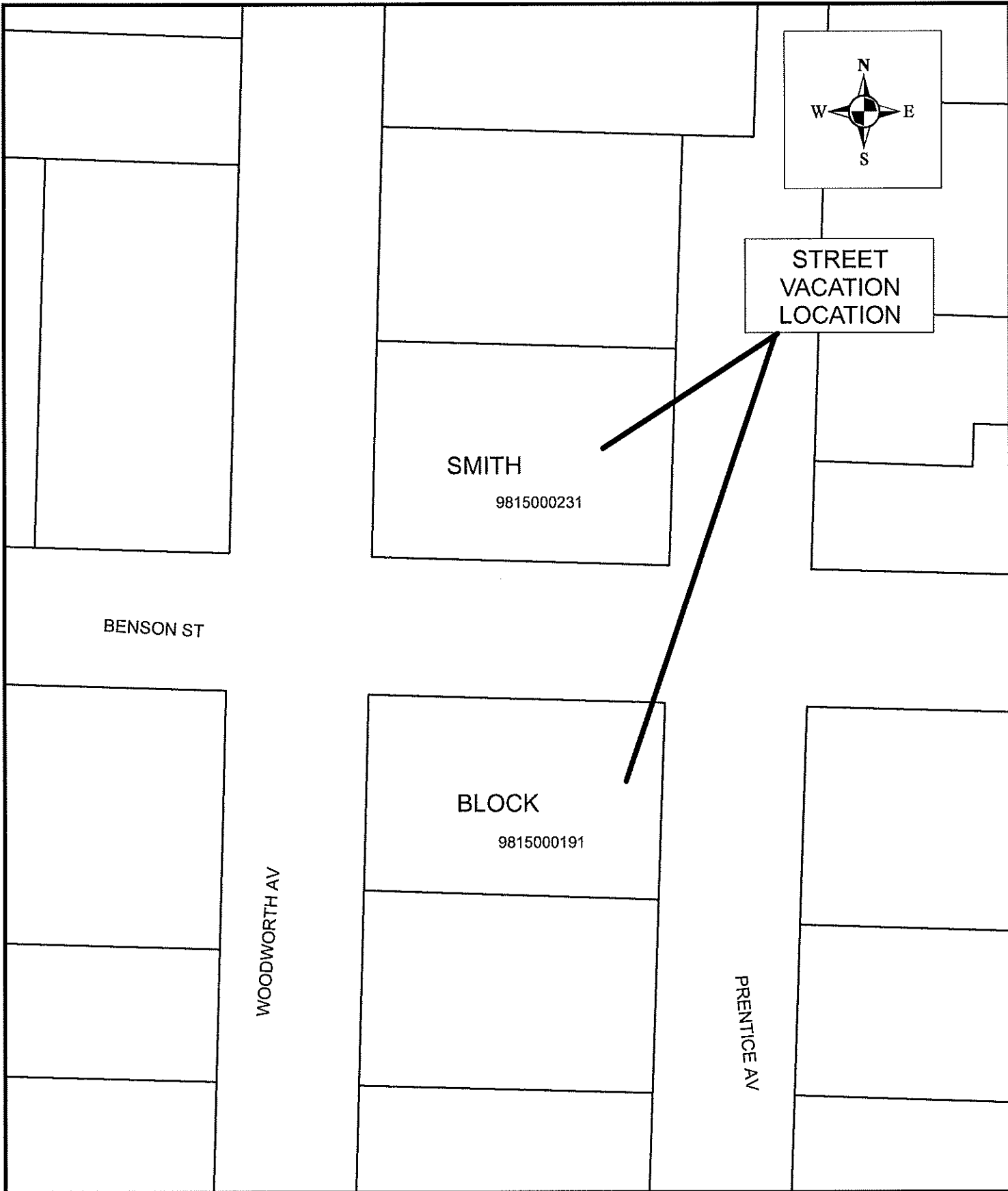
If the requested street vacations are approved, it is possible for the two property owners/applicants (Block and Smith) to join together and short plat their properties into 3 lots, thereby creating one additional lot.

**FISCAL CONSIDERATIONS**

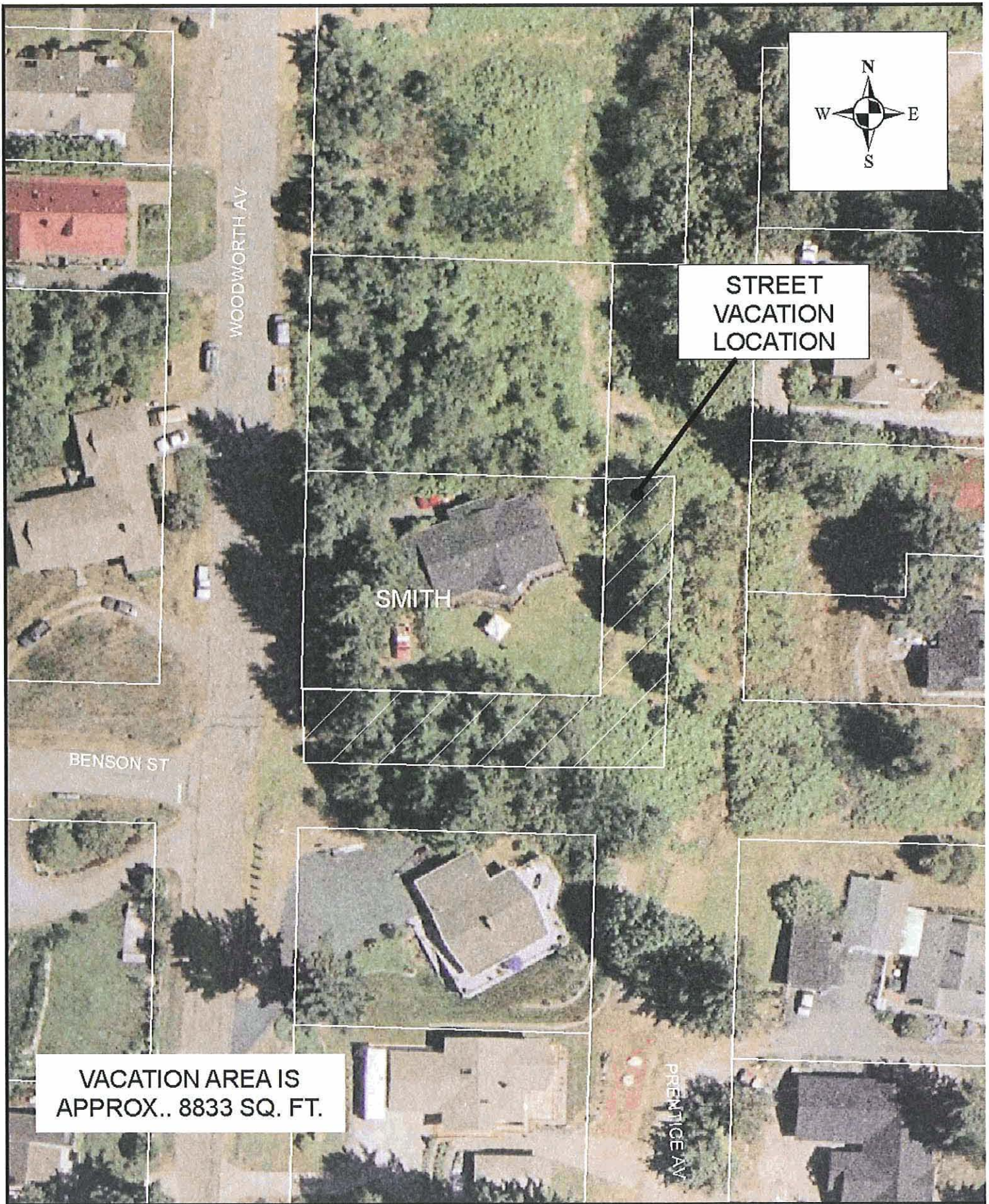
The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

I recommend that Council pass the Street Vacation Ordinance for a portion of Prentice Avenue and Benson Street at this second reading.



SMITH AND BLOCK STREET VACATIONS  
PRENTICE AVE. AND BENSON STREET  
LOCATION MAP



DOUGLAS & ANNETTE SMITH STREET VACATION  
PRENTICE AVE. AND BENSON STREET  
LOCATION MAP



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY GIG HARBOR, WASHINGTON, VACATING THE PORTION OF PRENTICE AVENUE AND BENSON STREET, LYING BETWEEN WOODWORTH AVENUE AND PEACOCK HILL AVENUE AS INCLUDED IN THE STREET VACATION FROM DOUGLAS & ANNETTE SMITH, 9504 WOODWORTH AVENUE, GIG HARBOR, WASHINGTON.**

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WHEREAS, Douglas and Annette Smith of 9504 Woodworth Avenue, Gig Harbor, Washington, petitioned the City to vacate a portion of Prentice Avenue and Benson Street (originally platted as Norton and Chester Streets), which abuts their property, under the nonuser statute and GHMC Section 12.14.018(C); and

WHEREAS, the portion of these streets subject to the vacation petition were platted in the Plat of Woodworth's Addition, recorded in the records of Pierce County on August 22, 1890; and

WHEREAS, in 1890, these streets were in unincorporated Pierce County; and

WHEREAS, the portions of Prentice Avenue and Benson Street subject to the vacation petition were not included in any street that was opened or improved within five years of the original platting in 1890; and

WHEREAS, under the nonuser statute, any county road which remained unopened for public use for five years after platting was vacated by lapse of time; and

WHEREAS, the City's street vacation procedures for streets subject to the nonuser statute merely eliminates the cloud on the title created by the plat, because the street has already vacated by lapse of time; and



WHEREAS, after receipt of the street vacation petition, the City Council passed Resolution No. 729 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on October 22, 2007, and at the conclusion of such hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue and Benson Street right-of-way described in the Smith vacation petition has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760). The vacated portion of Prentice Avenue and Benson Street, lying between Woodworth Avenue and Peacock Hill Avenue, abutting north property frontage of Parcel No. 9815000231, is legally described in Exhibit A, attached hereto and incorporated by this reference and as shown in the map attached hereto in Exhibit B.

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect any rights anyone, including the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ of \_\_\_\_\_, 2007.

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

FILED WITH THE CITY CLERK: 10/18/07  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

Exhibit 'A'

## PETITION

Come now Douglas Smith and Annette Smith being land owners of adjoining roads hereby petition the City of Gig Harbor, Pursuant to section 12.14.002 (A) and section 12.14.018 (C) of the Gig Harbor Municipal Code, to vacate that portion of the unopened roads abutting the following described real property located in the City of Gig Harbor , County of Pierce State of Washington:

Parcel No.9815000231

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

Lot 5 and the south 40 feet of lot 4 block 7 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

Adjoining the petitioners' property is the unopened roads called out as Norton Street and Chester Street on the face of the plat. The portions of unopened streets are described as follows as it affects the adjoining lots;

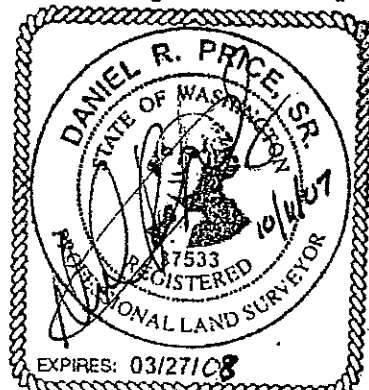
Affected parcel No.9815000231

That portion of the NE ¼ of the NE ¼ of Section 6, Township 21 North, Range 2 East of the Willamette Meridian;

The north half of Norton Street (Benson Street) adjoining lot 5 of block 7 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington, also the west half of Chester Street (Prentice Ave.) adjoining lot 5 and the south 40 feet of lot 4 of block 7 of Woodworths Addition to Gig Harbor as recorded in book 5 of plats page 66, Pierce County Washington.

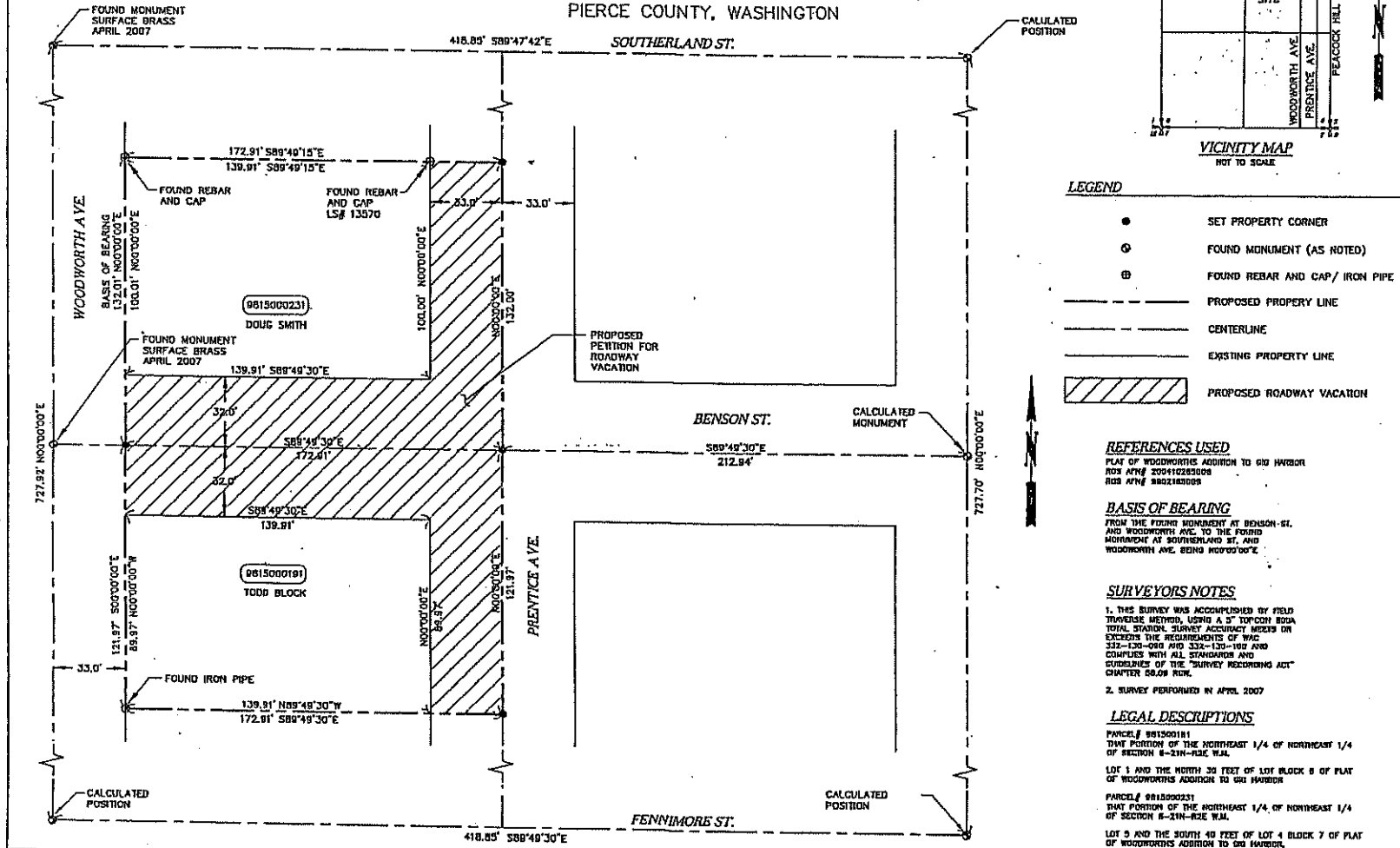
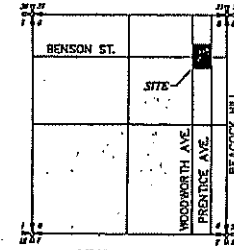
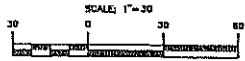
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That portion of Norton and Chester Streets adjoining the petitioners property was unopened for five years prior to the enactment of Washington Session Laws of 1909, chapter 90. That portion of Norton and Chester Streets adjoining the petitioners property was vacated as a matter of law pursuant to Washington State Session Laws of 1889-90, Chapter 19, § 32. Petitioners request that pursuant to section 12.14.018 (C) of Gig Harbor Municipal Code and the Session laws of 1889-90, chapter 19, § 32, the City of Gig Harbor adopt a vacation ordinance for that portion of unopened Norton and Chester Street as described herein.



# RECORD OF SURVEY

A PORTION OF THE NORTHEAST QUARTER OF NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2E EAST, W.M. PIERCE COUNTY, WASHINGTON



### LEGEND

- SET PROPERTY CORNER
- FOUND MONUMENT (AS NOTED)
- ⊗ FOUND REBAR AND CAP / IRON PIPE
- PROPOSED PROPERTY LINE
- - - CENTERLINE
- EXISTING PROPERTY LINE
- ▨ PROPOSED ROADWAY VACATION

### REFERENCES USED

PLAT OF WOODWORTHS ADDITION TO 6th HARBOR  
 R03 APN# 200410285008  
 R03 APN# 8021800008

### BASIS OF BEARING

FROM THE FOUND MONUMENT AT BENSON ST. AND WOODWORTH AVE. TO THE FOUND MONUMENT AT SOUTHERLAND ST. AND WOODWORTH AVE. BEING N00°00'00"E.

### SURVEYORS NOTES

1. THIS SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD, USING A 5" TOPCON BOUA TOTAL STATION. SURVEY ACCURACY DOES NOT EXCEEDS THE REQUIREMENTS OF WAC 332-130-010 AND 332-130-100 AND COMPLIES WITH ALL STANDARDS AND GUIDELINES OF THE "SURVEY RECORDING ACT" CHAPTER 58.09 RCW.
2. SURVEY PERFORMED IN APRIL 2007

### LEGAL DESCRIPTIONS

PARCEL # 881500181  
 THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 6-21N-R2E W.M.

LOT 1 AND THE NORTH 30 FEET OF LOT 6 OF PLAT OF WOODWORTHS ADDITION TO 6th HARBOR

PARCEL # 8815000231  
 THAT PORTION OF THE NORTHEAST 1/4 OF NORTHEAST 1/4 OF SECTION 6-21N-R2E W.M.

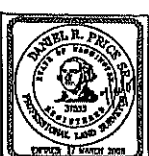
LOT 5 AND THE SOUTH 40 FEET OF LOT 4 BLOCK 7 OF PLAT OF WOODWORTHS ADDITION TO 6th HARBOR.

**RECORDER'S CERTIFICATE**  
 FILED FOR RECORD THIS DAY OF AUGUST, 2007  
 AT \_\_\_\_\_ M IN BOOK \_\_\_\_\_ OF \_\_\_\_\_ AT PAGE \_\_\_\_\_ AT  
 THE REQUEST OF DANIEL R. PRICE

MANAGER \_\_\_\_\_ SUPT. OF RECORDS \_\_\_\_\_

**LAND SURVEYOR'S CERTIFICATE**  
 THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECT SUPERVISION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE REQUEST OF TODD BLOCK APRIL 2007.

DANIEL R. PRICE  
 CERTIFICATE NO. 37533



**DAN PRICE LAND SURVEYING**  
 17823 52ND AVE E #8  
 TACOMA, WA 98446  
 OFFICE (253) 875-8075  
 FAX (253) 875-8078

TODD BLOCK  
 5235 S. WASHINGTON ST.  
 TACOMA WA 98409-2711

DWN. BY D. WALKER	DATE 30 July 2007	
CHKD. BY D. PRICE	SCALE 1"=30'	SHEET 1/1

Exhibit 'B'



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** First Reading - 2008 Budget Ordinance

**Proposed Council Action:** Adopt ordinance after second reading

**Dept. Origin:** Finance

Prepared by: David Rodenbach, Finance Director

**For Agenda of:** November 13, 2007

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:** CLH 11/8/07  
**Approved by City Administrator:** RYK 11/8/07  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** DR 11/8/07  
**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	\$70,073,490	Amount Budgeted	0	Appropriation Required	\$70,073,490
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**INFORMATION / BACKGROUND**

The total city budget, which includes all funds, is \$70,073,490. Total budgeted revenues for 2008 are \$57.4 million while budgeted beginning fund balances total \$12.6 million. Total budgeted expenditures for 2008 are \$60.4 million and budgeted ending fund balances total \$9.7 million.

The General Fund accounts for 20 percent of total expenditures, while Special Revenue (Street, Street Capital, Drug Investigation, Hotel - Motel, Public Art Capital Projects, Park Development, Civic Center Debt Reserve, Property Acquisition, General Government Capital Improvement, Impact Fee Trust and Lighthouse Maintenance) and Enterprise Funds (Water, Sewer and Storm) are 51 percent and 27 percent of total expenditures. General government debt service funds are 2 percent of 2008 budgeted expenditures.

**FISCAL CONSIDERATION**

Total budgeted resources for 2008 are \$70,073,490. This is a \$33,538,612 increase over the 2007 budget. Budgeted beginning fund balance for all funds in 2008 is \$12,625,658 and the 2008 budget for total revenues is \$57,447,832. The table below shows where the large increases are expected to occur.

	2007	2008	Difference
Beginning Fund Balance	\$ 9,334,884	\$ 12,625,658	\$ 3,290,774
Total Taxes	9,318,397	10,676,497	1,358,100
Total Licenses & Permits	1,334,256	1,752,181	417,925
Total Intergovt Revenues	5,357,526	10,039,879	4,682,353
Total Charges For Services	4,348,367	6,354,940	2,006,573
Total Fines & Forfeits	244,653	154,140	(90,513)
Total Miscellaneous Revenues	404,618	7,997,614	7,592,996
Transfers In	4,885,800	7,721,256	2,835,456
Other	1,306,377	12,751,325	11,444,948
<b>Totals</b>	<b>\$ 36,534,878</b>	<b>\$ 70,073,490</b>	<b>\$ 33,538,612</b>

The category titled "Other" is where the city accounts for proceeds resulting from the city borrowing through the issuance of long term debt. The more significant long term debt issuances planned in 2008 are; Street Projects (\$1,325,000), Parks Development (\$925,000) and Sewer Capital (\$10,235,000).

The next largest increase over 2007 is in Miscellaneous Revenues. This increase is largely explained by expected developer contributions for street development (\$6,150,000) and for Eddon Boat remediation (\$1,640,000).

The increase in intergovernmental revenues over 2007 is due to the \$5 million CERB grant and beginning fund balances are expected to come in \$3.3 million over 2007. Transfers between funds represent an increase of \$2.8 million (\$2.5 million are General Fund transfers to street and parks capital projects funds), while charges for service and taxes represent increases of \$2.0 million and \$1.4 million, respectively.

Total budgeted expenditures for 2008 are \$60,706,664, a \$31 million increase over 2007. Capital projects account for \$26 million of this increase, while transfers between funds make up an additional \$3.0 million. Personnel costs contribute \$1.1 million and supplies, services and debt service make up the balance of the increase over 2007.

Total budgeted ending fund balance across all funds is \$9,756,826. This is a \$2.7 million increase over the 2007 budget. Most of this increase is due to the unspent portion of debt proceeds that will be spent in 2009.

2008 budget proposes the addition of the following full-time equivalent employees (FTEs):

- A Police Officer will be hired to assist with increased case load due to the growth of new businesses in the Gig Harbor North area and West side Business corridor on Point Fosdick.
- An Engineering Technician to assist with new city storm water requirements.

The 2008 budget also proposes the addition of a management intern to assist the Administration department for nine months and a part-time position to provide better coverage at the Visitor Information Center.

Several reclassifications to more properly align the position to the tasks being performed are proposed:

- Assistant City Administrator. Through attrition, the Operations Director will be reclassified to Assistant City Administrator (see Staff Adjustments in the Administration Department.)
- Lead Court Clerk. The most senior court clerk has taken on increased responsibilities including low level management duties and, therefore, merits reclassification.
- Executive Assistant. The Administrative Assistant in the City Administrator's office has taken on responsibilities and projects that of an Executive Assistant and is being reclassified as such.
- Special Projects Coordinator. The Community Development Assistant for special projects has taken on responsibilities and projects that of a Special Projects Coordinator and is being reclassified as such.
- Marketing Director. This position's salary range is increased to be in line with comparable marketing positions of nearby agencies.
- Assistant Planner. The Community Development Assistant in Planning has taken on responsibilities and projects that of an Assistant Planner and is being reclassified as such.
- Community Development Assistant. The Community Development Clerk in Planning has taken on responsibilities and projects that of a Community Development Assistant and is being reclassified as such.
- Public Works Superintendent. The Public Works Supervisor has taken on increased responsibilities including management duties and, therefore, merits reclassification
- Mechanic. The Mechanic Assistant has taken on duties and responsibilities more consistent with the job description of a City Mechanic and is being reclassified as such.

#### **BOARD OR COMMITTEE RECOMMENDATION**

The following changes resulting from Council Study sessions have been made.

- The planned \$35,000 match from lodging tax for the Mainstreet Program has been moved into the Administration-Finance department.
- In order to pursue a hybrid/alternative fuel vehicle program for the city fleet, we have added \$5,000 to the estimated purchase price of each vehicle.
- Park Development - Fund 109 total resources and uses has been decreased due to the effect of decreasing objective 8 from \$1.9 million to \$1.5 million.

#### **RECOMMENDATION / MOTION**

**Move to:** Adopt ordinance after second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,  
WASHINGTON, FOR THE 2008 FISCAL YEAR.**

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**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the monies required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2008 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 13 and November 26, 2007 at 6:00 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2008 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 2008 proposed budget; and

**WHEREAS**, the 2008 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2008 and being sufficient to meet the various needs of Gig Harbor during 2008.

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

Section 1. The budget for the City of Gig Harbor, Washington, for the year 2008 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2008 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2008 as set forth in the following:



**2008 BUDGET APPROPRIATIONS**

<b>FUND / DEPARTMENT</b>	<b>AMOUNT</b>
001 GENERAL GOVERNMENT	
01 Non-Departmental	\$4,498,903
02 Legislative	34,100
03 Municipal Court	441,495
04 Administrative / Financial / Legal	1,587,549
06 Police	3,144,082
14 Community Development	2,106,170
15 Parks and Recreation	937,900
16 City Buildings	360,700
19 Ending Fund Balance	982,406
<b>TOTAL GENERAL FUND - 001</b>	<b>14,093,305</b>
101 STREET FUND	20,975,699
105 DRUG INVESTIGATION FUND	90,655
107 HOTEL / MOTEL FUND	465,971
108 PUBLIC ART CAPITAL PROJECTS	146,507
109 PARK DEVELOPMENT FUND	5,684,108
110 CIVIC CENTER DEBT RESERVE	4,452,300
208 LTGO BOND REDEMPTION	1,224,093
209 2000 NOTE REDEMPTION	98,145
210 LID 99-1 GUARANTY	93,686
211 UTGO BOND REDEMPTION	338,704
301 CAPITAL DEVELOPMENT FUND	316,088
305 GENERAL GOVT. CAPITAL IMPROVEMENT	420,584
309 IMPACT TRUST FEE	2,414,156
401 WATER OPERATING	1,091,135
402 SEWER OPERATING	2,359,923
407 UTILITY RESERVE	202,020
408 UTILITY BOND REDEMPTION FUND	319,219
410 SEWER CAPITAL CONSTRUCTION	13,468,640
411 STORM SEWER OPERATING	801,621
420 WATER CAPITAL ASSETS	1,015,105
605 LIGHTHOUSE MAINTENANCE TRUST	1,826
<b>TOTAL ALL FUNDS</b>	<b>\$70,073,490</b>

Section 3. Attachment "A" is adopted as the 2008 personnel salary schedule, and a 3.3% cost-of-living adjustment is hereby enacted.

Section 4. The city clerk is directed to transmit a certified copy of the 2008 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 5. This ordinance shall be in force and take effect five (5) days after its publication according to law.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 10th day of December, 2008.

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Charles L. Hunter, Mayor

ATTEST:

---

Molly Towslee, City Clerk

Filed with city clerk: 11/\_\_\_/08

Passed by the city council: 12/\_\_\_/08

Date published: 12/\_\_\_/08

Date effective: 12/\_\_\_/08

POSITION	2008	
	PROPOSED RANGE	
	MIN	MAX
CITY ADMINISTRATOR	8,879	11,099
ASSISTANT CITY ADMINISTRATOR	6,936	8,670
CHIEF OF POLICE	6,936	8,670
PUBLIC WORKS DIRECTOR	6,936	8,670
FINANCE DIRECTOR	6,694	8,368
POLICE LIEUTENANT	5,998	7,498
CITY ENGINEER	5,925	7,406
DIRECTOR OF OPERATIONS	5,925	7,406
BUILDING & FIRE SAFETY DIRECTOR	5,925	7,406
INFORMATION SYSTEMS MANAGER	5,925	7,406
PLANNING DIRECTOR	5,925	7,406
SENIOR ENGINEER	5,624	7,030
TOURISM MARKETING DIRECTOR	5,624	7,030
POLICE SERGEANT	5,845	6,688
CITY CLERK	5,282	6,603
PUBLIC WORKS SUPERINTENDENT	5,129	6,411
WASTEWATER TREATMENT PLANT SUPERVISOR	5,129	6,411
COURT ADMINISTRATOR	5,075	6,344
SENIOR PLANNER	4,944	6,180
ASSOCIATE ENGINEER	4,916	6,145
ASSISTANT BUILDING OFFICIAL/FIRE MARSHALL	4,884	6,105
ACCOUNTANT	4,818	6,022
FIELD SUPERVISOR	4,610	5,763
POLICE OFFICER	4,254	5,318
PLANNING/BUILDING INSPECTOR	4,218	5,272
CONSTRUCTION INSPECTOR	4,218	5,272
ASSOCIATE PLANNER	4,178	5,223
PAYROLL/BENEFITS ADMINISTRATOR	4,171	5,215
WASTEWATER TREATMENT PLANT OPERATOR	4,026	5,032
MECHANIC	3,938	4,922
ASSISTANT CITY CLERK	3,873	4,841
EXECUTIVE ASSISTANT	3,873	4,841
SPECIAL PROJECTS COORDINATOR	3,873	4,841
ENGINEERING TECHNICIAN	3,873	4,841
INFORMATION SYSTEM ASSISTANT	3,793	4,741
MAINTENANCE TECH II	3,765	4,706
ASSISTANT PLANNER	3,753	4,691
PERMIT COORDINATOR	3,753	4,691
COMMUNITY SERVICES OFFICER	3,539	4,424
FINANCE TECHNICIAN	3,527	4,409
COMMUNITY DEVELOPMENT ASSISTANT	3,404	4,255
LEAD COURT CLERK	3,404	4,255
ADMINISTRATIVE ASSISTANT	3,128	3,910
POLICE SERVICES SPECIALIST	3,078	3,847
COURT CLERK	3,036	3,795
CUSTODIAN	3,024	3,780
MAINTENANCE TECH I	3,024	3,780
ADMINISTRATIVE RECEPTIONIST	2,648	3,310
COMMUNITY DEVELOPMENT CLERK	2,648	3,310

ADMINISTRATION – FINANCE  
NARRATIVE OF OBJECTIVES 2008

Administration

1. **Personnel Policies Update.** Complete the personnel policies update.
2. **Economic Development.** Develop an economic development strategy that involves a broad base of stake holders and addresses the needs of the various economic and employment centers in the city. Some recommended components of the economic development strategy are as follows:
  - Downtown Business Plan. Draft and recommend a downtown business strategy that sets in motion a well-thought-out action plan for enhancing downtown economic activity. **\$30,000 – October.**
  - Mainstreet Program. Help the downtown business community establish a Mainstreet program. Provide funding to jumpstart the program. \$35,000, plus up to an additional \$35,000 as a dollar-for-dollar match. **\$70,000.**
  - Downtown Parking Strategy. Conduct a parking study and develop a downtown parking strategy that includes structured parking and other options on the Harborview corridor (and nearby streets).
  - Maritime Pier. Locate an interim (5-10 years) maritime pier. Concurrently work with various stakeholders to identify an ultimate and permanent location for a maritime pier that would bolster the local fishing industry, add/preserve local jobs, and enhance the Gig Harbor business climate and overall economy. Apply for state and/or federal grants/earmarks and grants to help fund the maritime pier. **\$100,000 - July.**
  - Fuel Dock. Explore ways to promote a fuel dock in Gig Harbor. Explore Public-Private partnerships, grants, earmarks, and other funding mechanisms. Consider and study the possibility of combining a future fuel dock with a maritime pier.
  - Chamber of Commerce Membership. City membership in the Gig Harbor Chamber of Commerce will further enhance relations with the business community. Dues paid by the city will support an important organization that furthers the city's mission (economic development, business retention, promotion of the community, etc.) **\$580 per year.**
3. **Eddon Boatyard Building.** Renovate the Eddon Boatyard building and prepare it for historical maritime use by the Gig Harbor BoatShop. This renovation also includes constructing accessible restrooms in the house next door. (100% grant funded) **\$980,000 – November.**

Deleted: from lodging tax

ADMINISTRATION - FINANCE  
NARRATIVE OF OBJECTIVES 2008

Finance

1. **Governmental Accounting Standards Board Statement No. 34 (GASB 34).** Continue implementation of the new GASB 34 financial reporting requirements. Financial statements are prepared in accordance with this standard. The next step is inventory, valuation and inclusion of infrastructure assets in the financial statements. **December.**
2. **Hospital Benefit Zone Funding Mechanism.** Work with the state to monitor and track Gig Harbor North sales tax and compare it to the 2007 base year. Pave the way for accessing the Hospital Benefit Zone tax increment funds as soon as possible (most likely early 2009).
3. **CERB Grant.** Implement the CERB Grant; obtain reimbursement for the Burnham Interchange improvements.

Information Systems

1. **Web Presence.** Contract a new city website utilizing the design reviews and outlines as done by Lita Dawn Stanton and Laureen Lund. Increase public web interactive processes and payments online for 2008. Include the new permit tracking public web portal interface for online payment. Implement online utility billing and payment interface for the Finance Department. Replicate the new city website design to the Police Department Harborpd.com to provide a unified format. **\$10,000 - June.**
2. **UPS Power Supply.** Increase UPS backup power supply outlets. **\$3,000 - February.**
3. **Tape backup system for city wide enterprise:** Currently the city utilizes single tape backups per server. Since the city has 12 servers (for different services) on its network system, data retention will exceed 600 gigabytes this year, and tape capacity is only 20 gigabytes per tape, several servers cannot backup to one tape and must be spread across several tapes. It has become very difficult to manage, not to mention expensive, at \$30 per tape. Tapes can be used a few times over, but start to degrade and must be changed out. It is for this reason a unified backup system has become necessary to manage the data being stored and or retrieved. **\$6,500.**

Deleted: <#>Upgrade Community Development network infrastructure to add more network ports. Community Development has run out of free ports. They are unable to add any more network devices. \$19,000 - January.]

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Deleted: <#>Continue county G.I.S. support & maintenance, Ortho-Viewer, add seven users. Current costs include the support of current users on the system in addition to new users, current maintenance of ortho photos/viewers. \$54,000 - January.]

<#>Police server. Currently the Police Department has shared the use of the administrative server and has run out of disk space. They have new applications that take up additional space in addition to the current growth in data/file usage via personnel. Furthermore, due to security reasons, it will benefit the Police Department to keep their case data separate from regular network personnel. The Police Department is also looking into video capture which encompasses a large amount of disk space. For this reason, the police department needs to move onto their own server. \$8,400 - May.]

Deleted: & networking ports:

Deleted: depleting network ports in the server room and

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Deleted: <#>Expand I.T. infrastructure to support current growth: Maintain current support of infrastructure by adding power supply plugs on the UPS/generator circuits. Add slots for two more T1 circuits \$22,000 - September.]

**STREET OPERATING  
NARRATIVE OF OBJECTIVES 2008**

1. **Annual street rehabilitation and resurfacing.** Consistent with the city's new pavement management system, the city will perform asphalt overlays on various city streets. Roadways include sections of Wollochet and Harborview Drive. **\$293,000 – November.**
2. **Curbs, gutters and sidewalks.** Construct minor curb, gutter, and sidewalk and/or walkway improvements and repairs along arterials and in priority locations as identified in the sidewalk inventory program sections to include Pioneer Way (south of Judson Street). **\$10,000 – December.**
3. **Peacock Hill Avenue streetlights.** Purchase and install six (6) architectural streetlights along Peacock Hill Avenue, starting at North Harborview Drive. **\$30,000 – September.**
4. **Pavement markings.** Install and repaint pavement markings on city streets. **\$45,000 – June.**
5. **Public Works facility.** Repair existing metal roof. **\$15,000 – July.**
6. **Traffic Calming.** Install two speed monitoring devices at selected locations throughout the city. **\$12,000 – December.**

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**HOTEL – MOTEL TAX FUND  
NARRATIVE OF OBJECTIVES 2008**

The following projects will be funded and managed through the Marketing Department. The Marketing Director will work directly with outside groups when necessary. Funding support may be provided for those projects approved by the Marketing Director that are in keeping with long term goals and strategic plan, to assist with external marketing efforts.

1. **Kitsap Convention and Visitors Bureau.** In an effort to expand our marketing opportunities, we will continue our partnership with the Kitsap Convention and Visitors Bureau to gain greater exposure on their website and in all their promotional materials. **\$7,000 - February.**
2. **Tacoma Convention and Visitors Bureau (CVB).** Support the Tacoma Convention and Visitors Bureau's mission to market and promote the greater Pierce County Region. **\$10,000 - December.**
3. **Tourism marketing fund.** This objective is to promote and market the greater Gig Harbor area in 2008. This objective includes promotional consideration for the opening of the new museum in April 2008 and the Thunderbird 50<sup>th</sup> Anniversary in August 2008. **\$80,400 - December.**
4. **Lodging tax capital reserve and Skansie House Interpretive Information Center.** Work with Mayor and stakeholders to explore funding and options and long term alternatives for the Skansie House. \$10,000 from the 2008 budget to be added to the existing \$70,000 in the fund for the renovation of the Skansie House with a short term goal of the Skansie House being used as a historic fishing interpretive center and/or visitor information center. **\$10,000 – December.**

Deleted: <#>Mainstreet program match. See Administration budget objectives. Matching funds up to \$35,000.¶

**PARK DEVELOPMENT  
NARRATIVE OF OBJECTIVES 2008**

1. **City Park at Crescent Creek.** Replace existing play structure (ship) and replace existing cedar shake roofs on bathroom and shelter. **\$90,000 – September.**
2. **Skansie Brothers/Jerisich Parks.** As recommended by the Parks Commission and 2003 Skansie Brothers Park Ad-Hoc Committee, form a preservation committee to develop and recommend a specific plan for Skansie Brothers Park and Jerisich Parks. The plan should include specific recommended uses for the house and net shed, and should also include recommendations on other improvements such as a future maritime pier and Jerisich moorage extension. Research grant funding opportunities that would support the plan. In the meantime, and in keeping with the recommendation of the Parks Commission, proceed with cleaning up the interior of the house, including removing and/or sealing lead paint, removing mold, etc. **\$27,000 – July.**
3. **Skansie House Restoration.** Subject to Ad-Hoc committee plan approval and grant funding, restore interior of house and restore exterior of house as needed. Underground existing overhead power and phone lines. Depending on grant availability. **\$100,000 - \$300,000 – December.**
4. **Westside Park Improvements.** Begin construction of the ballfields while preserving substantial natural buffers and wetland vegetation. Work with local community service organizations in assisting with the development of passive recreational features. (IAC grant \$300,000) **\$900,000 – December.**
5. **Westside Park Shelter.** Construct shelter at the new Westside Park as identified in the Master Park Plan. **\$35,000 – July.**
6. **Westside Park Bathroom Facility.** Construct bathroom facility to be located in shelter as identified in Master Park Plan **\$35,000 – July.**
7. **Austin Estuary Park.** Develop a master park plan to tie in with Donkey Creek daylighting and construct limited improvements which may include irrigation, vegetation and interpretative signs. **\$50,000 – December.**
8. **Eddon Boat Remediation, Permitting and Cleanup.** Continue the permit and NFA process. Procure a contractor to perform the environmental cleanup and perform project oversight. **\$1,500,000 – October.**
9. **Eddon Boat Park Design and Construction.** Complete the Eddon Boat Outdoor Park Design. Grading and removal of bulkhead, shape estuary, shape site and paths. Finish site with seeding, gravel paths, and temporary irrigation. (Note: Eddon Boatyard building restoration is described in the Administration section of the budget.) **\$140,000 – December.**

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**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Public Hearing and First Reading of Ordinance - Comprehensive Plan Amendment Application Requirements.

**Proposed Council Action:** Review ordinance and approve at second reading.

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester *JK*  
Senior Planner

**For Agenda of:** November 13, 2007

**Exhibits:** Draft Ordinance

Initial & Date

**Concurred by Mayor:** *CLH 11/7/07*

**Approved by City Administrator:** *RJK 11/7/07*

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** *N/A*

**Approved by Department Head:** *Dane 11/7/07*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

The amendment would remove the requirement for a zoning map application as an element of a complete application for a comprehensive plan amendment.

For a complete comprehensive plan amendment application, an applicant must also submit an application for a zoning map amendment "where necessary to maintain consistency between the land use and zoning maps" (GHMC Section 19.09.080(C)(11)). However, given that any such zoning map amendment could not be processed unless and until a comprehensive plan amendment was approved, the staff believes this requirement is premature and should be deleted.

**POLICY CONSIDERATIONS**

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. In order to approve a zoning text amendment, the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003).

**ENVIRONMENTAL ANALYSIS**

The City's SEPA Responsible Official has determined that the adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

No board or committee recommendation was solicited for this amendment.

**RECOMMENDATION / MOTION**

Staff recommends Council review the ordinance and approve at second reading.

**Move to:**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO COMPREHENSIVE PLANNING, DELETING THE REQUIREMENT FOR A ZONING MAP AMENDMENT APPLICATION AS AN ELEMENT OF A COMPLETE APPLICATION FOR A COMPREHENSIVE PLAN AMENDMENT, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 19.09.080, AS ADOPTED IN ORDINANCE 1075.**

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WHEREAS, the City adopted procedures for the processing of comprehensive plan amendments in Ordinance 1075; and

WHEREAS, the City is currently processing the first round of applications under the procedures in Ordinance 1075; and

WHEREAS, one element of a complete comprehensive plan amendment application is an application for a zoning map amendment "where necessary to maintain consistency between the land use and zoning maps" (GHMC Section 19.09.080(C)(11)); and

WHEREAS, given that any such zoning map amendment could not be processed unless and until the comprehensive plan amendment was approved, this requirement is premature and should be deleted; and

WHEREAS, the City's SEPA Responsible Official has determined that the adoption of this Ordinance is categorically exempt under WAC 197-11-800(19) as an ordinance relating to procedures only; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on October 17, 2007, pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on \_\_\_\_\_; and

WHEREAS, the Gig Harbor City Council voted to \_\_\_\_\_ this Ordinance during the second reading on \_\_\_\_\_; Now, Therefore,

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

Section 1. Subsection 19.09.080(C) of the Gig Harbor Municipal Code, as adopted in Ordinance No. 1075, is hereby amended to read as follows:

## 19.09.080 Amendment applications.

\* \* \*

C. Comprehensive Plan Map Amendment Requirements. Map amendments include changes to any of the several maps included in the comprehensive plan including, but not limited to, the land use map, critical areas maps, future roadways map, preferred freight route map, roadway functional classification maps, etc. All map amendment applications shall include the information specified under general application requirements. In addition, land use map amendment applications shall be accompanied by the following information:

1. The current land use map designation for the subject parcel(s);
2. The land use map designation requested;
3. A complete legal description describing the combined area of all the subject parcel(s);
4. A copy of the county tax assessor's map of the subject parcel(s);
5. A vicinity map showing:
  - a. All land use designations within 300 feet of the subject parcel(s);
  - b. All parcels within 300 feet of the subject parcel and all existing uses of those parcels;
  - c. All roads abutting and/or providing access to the subject parcel(s) including information on road classifications (arterial, collector, access) and improvements to such roads;
  - d. Location of shorelines and critical areas on or within 300 feet of the site, if applicable;
  - e. The location of existing utilities serving the subject parcels including electrical, water and sewer (including septic); and
  - f. The location and uses of existing structures located on the subject parcel(s).
6. Mailing labels of all property owners within 300 feet of the subject site, as listed on the County Assessor's tax roles. (The City may require the applicant at any time in the update process to submit updated mailing labels if the mailed notices are to be sent more than 30 days beyond the date the mailing labels were prepared);
7. A traffic impact analysis (TIA) assessing the potential impacts of the proposed amendment;
8. Topographical map of the subject parcels and abutting properties at a scale of a minimum of one inch represents 200 feet (1:200);
9. The current official zoning map designation for the subject parcel(s);
10. A detailed plan which indicates any proposed improvements, including plans for:
  - a. Paved streets;
  - b. Storm drainage control and detention facilities;

- c. Public water supply;
- d. Public sanitary sewers;
- e. Circulation and traffic patterns for the development and the surrounding neighborhoods; and

~~11. A corresponding zoning map amendment application where necessary to maintain consistency between the land use and zoning maps. The rezone application will be processed separately from the comprehensive plan amendment.~~

42. ~~11.~~ Other information as may be required by the Planning Director to assist in accurately assessing the conformance of the application with the standards for approval.

43. ~~12.~~ A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the City's SEPA, zoning, concurrency processes and comprehensive land use plan. If no proposed development description is provided, the City will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The City shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.

\* \* \*

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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



Business of the City Council
City of Gig Harbor, WA

Subject: Provision of Water and Sewer Outside the City Limits, repealing chapter 13.34 and adopting a new chapter 13.34 GHMC.

Proposed Council Action:

Adopt ordinance.

Dept. Origin: City Attorney

Prepared by: City Attorney

For Agenda of: November 13, 2007

Exhibits:

Initial & Date

Concurred by Mayor: CLH 11/7/07
Approved by City Administrator: RAK 11/7/07
Approved as to form by City Atty: CAM 11/6/07
Approved by Finance Director: [Signature] 11/7
Approved by Department Head: [Signature]

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND. Under chapter 13.34 GHMC, an owner of property lying in the Urban Growth Area (UGA) may ask the City to provide water and/or sewer service to the property. As a condition of such service, the City currently requires that the property owner sign an agreement with the City, which includes a number of conditions (all set forth in GHMC Section 13.34.060). One of these conditions is that the development or redevelopment of the property conform to the City's zoning code and comprehensive plan.

Owners of property outside the UGA may request that the City provide water and sewer, but the circumstances under which the City may do so are extremely limited (due to the Growth Management Act (RCW 36.70A.110(4))). If the Council does grant approval, the property owner must still comply with all of the requirements imposed on property owners in the UGA.

Recently, the Court of Appeals rendered a decision in MT Development LLC v. City of Renton, 165 P.3d 427 (2007), which held that the city did not have the ability to require that an owner of property lying outside the city conform development of the property to the city's comprehensive plan and zoning code as a condition of receiving such service. This case was discussed in the City Operations Committee meeting, which resulted in a recommendation that the City Attorney draft an ordinance allowing the provision of water and sewer to areas in the UGA only upon annexation. For properties outside the UGA, the existing requirements would apply, with the exception of the requirement that the development of the property conform to the City's zoning code and comprehensive plan.

Prior to the adoption of chapter 13.34 GHMC, the City entered into an agreement for the purchase and sale of water with the Shore Crest Water Company. The existing agreement provides for the sale of water to the Company, not the individual homeowners. The City bills the Company, not the individual home owners, for the water. This agreement does not require that the individual property owners comply with chapter 13.34 GHMC.

Staff is currently negotiating a new contract with the Shore Crest Water Company, and has made its representatives aware of the proposed ordinance. It is likely that representatives of the Company will attend the Council meeting to ask the Council for a change to the ordinance that will address their unique situation. Here is a possible new section for the Council to consider:

**13.34.050 Contracts for Purchase and Sale of Water Outside City Limits in the Urban Growth Area. The City Council may enter into contracts for the purchase and sale of water outside the City limits in the UGA with nonprofit water companies, without conforming to GHMC Section 13.34.040. However, the contract between the City and the water company shall not address the rates or connection fees charged, both of which shall be established by ordinance.**

**FISCAL CONSIDERATION. None.**

#### **BOARD OR COMMITTEE RECOMMENDATION**

**RECOMMENDATION / MOTION. Recommend that the Council adopt the ordinance.**

**Move to: Adopt the ordinance repealing the current chapter 13.34 GHMC, and adopting a new chapter 13.34 GHMC, providing water and sewer to property in the UGA upon annexation, and establishing the conditions under which such service will be provided outside the UGA.**



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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROVISION OF WATER AND SEWER SERVICE TO PROPERTY OUTSIDE THE CITY LIMITS, REQUIRING THAT OWNERS OF PROPERTY IN THE CITY'S URBAN GROWTH AREA ANNEX AS A CONDITION TO RECEIVING WATER OR SEWER SERVICE FROM THE CITY, AND REQUIRING THAT EXTENSIONS OUTSIDE THE URBAN GROWTH AREA SATISFY THE CRITERIA IN RCW 36.70A.110(4), SIGN A UTILITY EXTENSION AGREEMENT AND COMPLY WITH ALL REQUIREMENTS OF THIS CHAPTER, REPEALING CHAPTER 13.34 GHMC, AND ADDING A NEW CHAPTER 13.34 GHMC.**

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WHEREAS, the City of Gig Harbor currently provides water and sewer to property lying outside the City limits in the Urban Growth Area, upon the applicant's compliance with the City's conditions, as set forth in chapter 13.34 GHMC; and

WHEREAS, one of the conditions of such service is a requirement that the applicant sign a utility extension agreement, which is a contract between the property owner and the City, expressing the terms and conditions of such service; and

WHEREAS, one of the terms in this agreement is a requirement to conform the development of the property to the City's development standards, which requirement is reflected in GHMC Section 13.34.060(J); and

WHEREAS, on August 27, 2007, the Washington Court of Appeals rendered a decision on *MT Development LLC v. City of Renton*, 165 P.3d 427 (2007), which held that a city did not have the ability to require that a owner of property lying outside the city conform development of the property to the city's comprehensive plan and zoning code as a condition of receiving sewer service; and

WHEREAS, the Washington Supreme Court has held that the conditions a city may impose on the provision of such service are not limited to those relating to capacity, as long as they are lawful (*MT v. Renton, Yakima County Fire Protection District v. Yakima*, 122 Wn.2d 371, 878 P.2d 245 (1993)); and

WHEREAS, the Washington Supreme Court has upheld a city's ability to condition water and sewer service to property outside city limits on the property

owner's agreement to sign a no protest annexation agreement, which would require the property owner to sign an annexation petition if one is circulated; and

WHEREAS, at least one other city in Washington has addressed the problem of providing sewer and water service in the UGA by requiring that the property owner annex as a condition of receiving such service (*Master Builders Association of King and Snohomish Counties v. City of Arlington*, CPSGMHB Case No. 04-3-0001, Final Decision and Order, July 14, 2004); and

WHEREAS, the Central Puget Sound Growth Management Hearings Board has determined that such an ordinance is not inconsistent with the Growth Management Act; and

WHEREAS, the City Council believes that requiring that an owner of property in the UGA annex his or her property in order to obtain water and/or sewer service will satisfy the City's concern that the development or redevelopment of property in the UGA is consistent with other development in the City; and

WHEREAS, in those limited circumstances allowing extensions of water and sewer outside the City's UGA, as set forth in RCW 36.70A.110(4), the property owner will not be able to annex, but will be required to sign a utility extension agreement and comply with all of the City's conditions relating to the extension; and

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of \_\_\_\_\_ for this Ordinance on \_\_\_\_\_; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of \_\_\_\_\_ 200\_; Now, Therefore,

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

Section 1. Chapter 13.34 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new chapter 13.34 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**CHAPTER 13.34  
WATER AND SEWER SERVICE OUTSIDE CITY LIMITS**

**Sections:**

- 13.34.020 City's Authority to Provide Service Outside City Limits.**
- 13.34.040 Water and Sewer Service Outside City Limits in the Urban Growth Area.**
- 13.34.060 Water and Sewer Service Outside the Urban Growth Area.**

**13.34.020 City's Authority to Provide Service Outside City Limits.**

A. The City is authorized, pursuant to RCW 35.67.310 and RCW 35.92.200, to provide sewer and water service to property outside the city limits. The City's provision of such service is not mandatory. This chapter establishes the conditions imposed by the City on such service.

B. After designation of the City's urban growth area boundary by the county as contemplated by RCW 36.70A.110, the City is prohibited from annexing territory beyond such boundary (RCW 35A.14.005). The City will provide water and sewer service to property within the urban growth area under the conditions set forth in GHMC Section 13.34.040, and the other provisions of this code, including but not limited to, the application for a water concurrency certificate in chapter 19.10 GHMC.

C. The Growth Management Act allows the City to provide water and sewer services to rural areas outside of the urban growth area boundary only under certain limited circumstances described in RCW 36.70A.110(4). In order to obtain water and sewer service outside of the urban growth area boundary, property owners must comply with all of the requirements set forth in GHMC Section 13.34.060.

**13.34.040 Water and Sewer Service Outside City Limits in the Urban Growth Area.** Any person or entity owning property outside the City limits within the City's Urban Growth Area must annex their property as a condition of connection to the City's sanitary sewer system or water supply.

**13.34.060 Water and Sewer Service Outside the Urban Growth Area.**

A. Limitations. Pursuant to RCW 36.70A.110(4), the City may only extend water and sewer outside the Urban Growth Area

in those limited circumstances shown to be necessary to protect basic public health and safety and the environment, and when such services are financially supportable at rural densities and do not permit urban development.

B. Application. Any person owning property outside the Urban Growth Area and desiring to have their property connected to the City's water supply system or sewer system shall make application at the office of the City Clerk for both a concurrency certificate and the actual connection, on the appropriate form. Every such application shall be made by the owner of the property to be connected and supplied the service, or by his/her authorized agent. The property owner must state fully the purposes for which the water and/or sewer service is required and describe the manner in which the application satisfies the requirements in subsection A above. In addition, the property owner must agree to sign a utility extension agreement with the all of elements set forth in this Section 13.34.060, and conform to the City's regulations concerning water and sewer service set forth in this title, as the same now exists or may be amended in the future. If the City receives such water service application, approves it under the procedures set forth herein, and subsequently issues a water or sewer concurrency certificate, such certificate shall expire within one year of the date of issuance, if the applicant does not pay the required fees and request an actual hook-up or connection to the subject property within that time period.

C. Utility Extension Agreement. Every applicant for water and/or sewer service outside the Urban Growth Area, including but not limited to, municipal corporations or quasi-municipal corporations, such as water, sewer or fire districts, must agree to sign an agreement with the city, which conditions the provision of the service on the following terms:

1. Agreement to Run with the Property. The agreement shall be recorded against the property in the Pierce County auditor's office, and shall constitute a covenant running with the land. All covenants and provisions of the agreement shall be binding on the owner and all other persons subsequently acquiring any right, title or interest in or to said property.

2. Warranty of Title. The agreement shall be executed by the owner of the property, who shall also warrant that he/she is authorized to enter into such agreement.

3. Costs of Design, Engineering and Construction of Extension. The owner shall agree to pay all costs of design, engineering and construction of the extension, which shall be accomplished to city standards and conform to plans approved

by the city public works director. Costs of plan review and construction inspection shall also be paid by the owner.

4. Capacity Commitment Payments. The owner shall agree to pay for the city's reservation of sewer and/or water capacity, which is calculated as a percentage of the connection fee for the sewer and/or water service. Such payments shall be made under the payment schedule determined by the city.

5. Easements and Permits. The owner shall secure and obtain at the owner's sole cost and expense, all permits, easements and licenses necessary to construct the extension.

6. Dedication of Capital Facilities. The owner shall agree to dedicate all capital facilities constructed as part of the water and sewer extension (such as water or sewer main lines, pump stations, wells, etc.), at no cost to the city, upon the completion of construction, approval and acceptance by the city.

7. Connection Charges. The owner shall agree to pay the connection charges set by the city in GHMC 13.04.080(C) and/or 13.32.070 (as these sections now exist or may hereafter be amended), as a condition of connecting to the city water and/or sewer system. Such connection charges shall be calculated at the rate schedules applicable at the time of actual connection.

8. Agreement Not to Protest Annexation. The owner shall provide the city with an irrevocable power of attorney to allow a city representative to sign a petition for annexation on behalf of the property owner or the property owner shall agree to sign a petition(s) for annexation of his/her property when requested to do so by the city.

9. Waiver of Right to Protest LID. If, at the time of execution of the agreement, the city has plans to construct certain improvements that would specially benefit the owner's property, the agreement shall specifically describe the improvement. The owner shall agree to sign a petition for the formation of an LID or ULID for the specified improvements at the time one is circulated, and to waive his/her right to protest formation of any such LID or ULID.

10. Development of Property to Conform to City Public Works Standards and Utility Regulations. The owner shall agree to comply with all of the requirements of the City's Public Works Standards and Utility Regulations when developing or redeveloping the property subject to the agreement. The property owner shall be required to apply for and obtain a water and/or sewer concurrency certificate prior to making application for a utility extension agreement.

11. Termination for Noncompliance. In addition to all other remedies available to the city for the owner's noncompliance with the terms of the agreement, the city shall have the ability to

disconnect the utility, and for that purpose may at any time enter upon the property.

D. Review and Approval of Application. The City Council shall review the application and may, in its sole discretion, allow the extension or expansion of sewer service, if the Council finds that:

1. The application conforms to all elements of this Section, and the applicant has signed a utility extension agreement conforming to subsection C; and

2. The City's Waste Water Treatment Plant and NPDES permit will not be affected by the extension or expansion; and

3. The extension or expansion must be consistent with the goals of the City's sewer comprehensive plan and other applicable law, including, but not limited to, the State Environmental Policy Act (SEPA).

E. Conditions. The Council's approval of any extension or expansion under this Section may be conditioned. Such conditions may include, but are not limited to:

1. Restrictions may be placed on the hours that the City will accept sewage flow from the property;

2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant.

3. The property owner shall have the responsibility to maintain and operate his/her/its own facilities.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Ordinance establishing an Alternative processing procedure to allow The processing of applications while the City Constructs the necessary improvements to The Waste Water Treatment Plant.

**Dept. Origin:** City Attorney  
**Prepared by:** City Attorney  
**For Agenda of:** 11-13-07  
**Exhibits:**

**Proposed Council Action:**

First Reading of Ordinance

Initial & Date

**Concurred by Mayor:** CLH 11/8/07  
**Approved by City Administrator:** ROK 11/8/07  
**Approved as to form by City Atty:** CAM 11/8/07  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The City has currently reached operational capacity in the Waste Water Treatment Plant. Construction of improvements that will provide additional operational capacity will be complete in late 2009. Once the Phase I improvements are complete, the City will be able to provide treatment up to its current permitted capacity of 1.6 million gallons per day (MGD) maximum monthly flow. Following completion of the Phase I plant improvements, an additional plant capacity improvement (Phase 2) must be permitted and constructed very shortly thereafter to provide for future capacity needs. The City's concurrency ordinance will not allow approval of any project permit applications requiring capacity , until the necessary WWTP improvements are complete.

Staff was asked to develop a procedure that would allow for the processing of project permit applications during this period of time, even if the applications could not be approved until after the necessary WWTP improvements are complete. The procedure described in the attached ordinance would allow developers to choose between the current procedure established in the code, or an alternative procedure that would allow them to vest under the development



regulations in place at the time a complete project permit application<sup>1</sup> is submitted. The alternative procedure would also require that the applicant sign a waiver and covenant not to sue the City, to ensure that the applicant does not choose the procedure but then sue the City if the applicant is dissatisfied with the procedure. It does not require the applicant to waive any rights he or she would have to sue the City based on the substance of the final decision on the project permit application. There are many other unusual features of this procedure, such as double-stage SEPA processing, and the holding of applications notice of the availability of capacity.

### **FISCAL CONSIDERATION:**

The ordinance would provide developers with a benefit – vesting of certain applications under the development regulations in place at the time a complete application was submitted. In exchange, the developers would sign a waiver of the deadline for a final decision, and covenant not to sue the City based on the alternative procedure. The City would also collect permit fees while the WWTP improvements are being constructed.<sup>2</sup>

### **BOARD OR COMMITTEE RECOMMENDATION**

None. The Committee asked the City Attorney to try to obtain additional review of this ordinance from other land use and municipal attorneys, and to report back. So far, only one attorney has responded, but the comments were not substantial.

### **RECOMMENDATION / MOTION**

**Move to: No action tonight. First reading only.**

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<sup>1</sup> This only applies to applications that are subject to the vested rights doctrine. It does not apply to all permits.

<sup>2</sup> This is a summary of the pertinent requirements.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROCESSING OF PROJECT PERMIT APPLICATIONS, ESTABLISHING AN ALTERNATIVE, TEMPORARY PROCEDURE FOR PROCESSING PROJECT PERMIT APPLICATIONS WITHOUT SEWER CONCURRENCY WHILE THE CITY CONSTRUCTS THE NECESSARY IMPROVEMENTS TO THE WASTE WATER TREATMENT PLANT, ALLOWING APPLICANTS TO CHOOSE SUCH ALTERNATIVE PROCESSING THROUGH THE EXECUTION OF A CONTRACT WITH THE CITY, WHICH, AMONG OTHER PROVISIONS, WAIVES THE DEADLINES FOR A FINAL DECISION, RELEASES THE CITY FROM ANY LIABILITY OR DAMAGES RESULTING FROM THE APPLICANT'S DECISION TO CHOOSE THE ALTERNATIVE PROCESS, ALLOWING SUCH ALTERNATIVE APPLICATIONS TO EXPIRE ON MAY 31, 2010, IF THE CITY HAS NOT ANNOUNCED THE ACCEPTANCE OF THE IMPROVEMENTS TO THE WASTE WATER TREATMENT PLANT EXPANDING SEWER CAPACITY; ESTABLISHING A DEADLINE OF May 31, 2008 FOR THE PROCEDURE TO EXPIRE, ADDING A NEW SECTION 19.02.035 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the City has adopted a concurrency ordinance for water, sewer and transportation; and

WHEREAS, the City's concurrency ordinance allows for the administrative denial of any application for a water, sewer or concurrency certificate, if there is no available capacity; and

WHEREAS, the City's engineering consultants, the Cosmopolitan Engineering Group Inc., issued a memo dated June 8, 2007, on the status of the City's Waste Water Treatment Plant, stating that the WWTP is at its maximum capacity for the maximum month and peak day flows; and

WHEREAS, a Technical Memorandum was prepared, submitted and approved by the Department of Ecology (DOE) on September 23, 2007, which summarized the current WWTP deficiencies and provided an outline of the necessary plant improvements; and

WHEREAS, the lack of capacity prevents the City from approving and reserving sewer concurrency certificates for certain comprehensive plan amendments, project permit applications or utility extension agreements; and

WHEREAS, the City is currently working on the necessary improvements to the WWTP that will provide more operational capacity; and

WHEREAS, completion of the improvements that will provide additional capacity is scheduled for late 2009, but the City cannot predict the exact date that additional capacity will be available; and

WHEREAS, the City Council desires to establish an alternative processing procedure that will allow processing of project permit applications, so that applications will be ready for a final decision (either for an administrative decision or to be scheduled for a hearing before the Hearing Examiner) when the capacity is available; and

WHEREAS, this alternative procedure will ensure that there is not a large backlog of applications to be processed when the capacity is available, and the City will not be required to hire additional planners on a temporary basis in order to meet statutory and ordinance deadlines for a final decision; and

WHEREAS, developers will likely choose this alternative procedure because it will allow vesting of applications (only those applications that are subject to the vested rights doctrine) under the City's codes in place at the time of submission of a complete application, as long as the application conforms to the City's codes; and

WHEREAS, the alternative procedure will not allow vesting under SEPA, so that any environmental issues will be examined to initiate processing and then re-examined prior to the final decision; and

WHEREAS, in order for the City to process applications under this alternative procedure, developers must waive the statutory and ordinance deadlines for a final decision; and

WHEREAS, such waiver must appear in a contract between the applicants and the City, and the developers must also agree to release and covenant not to sue the City for all liability and damages that may occur as a result of the developer's decision to choose the alternative processing procedure; and

WHEREAS, the City's SEPA Responsible Official issued a threshold determination of \_\_\_\_\_ for this Ordinance on \_\_\_\_\_; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of \_\_\_\_\_ 200\_;  
NOW, THEREFORE,

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

Section 1. A new Section 19.02.035 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**19.02.035 Alternative Project Permit Processing without Concurrency.**

A. Notice to Applicants of Alternative Procedure in Determination of Complete Application. Beginning on January 1, 2008, and ending on May 31, 2010, the City shall include the following language in every Notice of Complete Application for every building permit, preliminary plat, short plat, binding site plan, planned unit development, planned residential development, conditional use, variance, shoreline substantial development, shoreline conditional use, shoreline variance, site plan, or any other permit/approval for which a sewer concurrency certificate is required:

**As an alternative to the standard project permit processing, an applicant may choose to have this application processed under the temporary procedure entitled 'Alternative Project Permit Processing without Concurrency,' as set forth in Gig Harbor Municipal Code Section 19.02.035. A copy of this procedure is attached. Please let us know if you would like your application processed under this alternative procedure. If you do not choose to have your application processed under the alternative method, your application for a sewer concurrency certificate will be processed immediately. At present, there is no available capacity in the City's Waste Water Treatment Plant, and it is likely that any application for concurrency in the Waste Water Treatment Plant will be denied. If your underlying project permit application requires sewer availability in the City's Waste Water Treatment Plant, it is likely that it will be denied as well. Denied applications are subject to the appeal provisions of GHMC Section 19.06.007.**

B. Choosing Alternative Processing. Once an application has been determined complete and the applicant has chosen alternative processing without concurrency, the property owner will

be asked to sign a contract with the City, allowing processing to proceed. This contract may not be signed by an agent for the property owner. A copy of this contract is attached to this Ordinance as Exhibit A, and will include, but not be limited to, the following requirements:

1. The property owner must waive any right to a final decision on the project permit application or concurrency determination by the dates established in the City code or in state law;

2. The property owner must release and covenant not to sue the City for any damages or liability that may be suffered by the applicant/property owner, developer or any third party as a result of the applicant's decision to choose this alternative processing procedure without concurrency, or as a result of the City's processing of the application under this procedure;

3. The property owner must agree to the City's processing of the application up to the point where a final decision must be made, and no farther, until the expiration date established herein. If the City still does not have any capacity in the Waste Water Treatment Plant by that time, the property owner must agree that the application is null, void and of no further effect unless both parties agree to an extension;

4. The parties to the agreement must acknowledge that while the City will extend the vested rights doctrine to certain applications, up to the expiration date established herein, the City will not extend the vested rights doctrine to permits that do not vest under state or local law, and no applications will be vested under the State Environmental Policy Act (SEPA);

5. The property owner must acknowledge that the City's processing of applications subject to the vested rights doctrine will proceed under the codes in place at the time the complete application has been submitted (with the exception of SEPA), (except for those codes that are specifically adopted to be retroactive);

6. The property owner must agree to pay all applicable processing fees, which may include a double fee for any SEPA review or review based on SEPA, including but not limited to evaluations for traffic concurrency;

7. The property owner must agree to a contract expiration date of May 31, 2010, and if the City has not announced that the Waste Water Treatment Plant has available capacity by that date, the application will be null and void, and the property owner will be required to re-submit his/her application to begin the process anew, without any refund in fees.

C. Execution of Contract. Every contract executed by the property owner shall be presented to the City Administrator. The City Council hereby authorizes the City Administrator to sign the contract attached hereto as Exhibit A on behalf of the City.

D. Alternative Processing without Concurrency. After contract execution, the City shall begin processing the application up to the point where a final decision must be made. In the case of a permit/approval that becomes final when a staff decision is made, the staff shall only write a draft report. In the case of a permit/approval that becomes final when a hearing examiner decision is made, the staff report shall also be in draft form, and the application shall not be scheduled for a hearing to the hearing examiner. For the SEPA threshold decision, see below.

E. Double-stage SEPA processing. The City's processing of the application under SEPA shall proceed as set forth in the City's codes and state law, except that no threshold decision shall issue. While the staff may prepare a draft threshold decision and even receive comments from the public/applicant on such draft, the threshold decision *shall not issue for comment/appeal by the public under this procedure, until the City announces that the Waste Water Treatment Plant has available capacity, but not later than May 31, 2010*, unless the City has not accepted the improvements for the Waste Water Treatment Plant which will provide available capacity by that date. There shall be no vesting of any regulations under SEPA.

F. Fees. The applicant shall pay the applicable project permit processing fees. In addition, if the City is required to issue a draft SEPA decision in order to ensure continued processing of an application, the applicant shall pay an additional fee for a second SEPA threshold decision (that would issue after May 31, 2010, as provided above).

G. Order of Processing. The City shall process the applications in the order established by readiness for a final decision. In other words, once the staff has performed the last step in the process prior to the final decision or the hearing on the final

decision, the application will be placed on the list. The applications on the list will be held until the City announces the acceptance of the Waste Water Treatment Plant which will provide available capacity, but not later than May 31, 2010. At that point, the staff will issue the necessary final decisions or schedule the applications for hearing on the final decision. If no announcement has been made by May 31, 2010, the applications will be null, void and of no further effect.

H. Re-application. If the City does not accept the improvements to the Waste Water Treatment Plant that will provide available capacity on or before May 31, 2010, and the applications that have been processed under this temporary, alternative procedure have been determined null, void and of no further effect, the applicants may submit new applications once the City announces that sewer capacity is available. The provisions of GHMC Section 19.06.007 shall not prevent reapplication of applications that have been determined invalid.

I. Utility Extension Agreements and Comprehensive Plan Amendments. This procedure is not available for utility extension agreements or comprehensive plan amendments.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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





Business of the City Council
City of Gig Harbor, WA

Subject: Gig Harbor City Parks
Smoking Ban Ordinances

Dept. Origin: Administration

Prepared by: Rob Karlinsey

Proposed Council Action:

For Agenda of: November 13, 2007
Exhibits:

Consider these four ordinances.

- 1. Smoking Ban in all City Parks.
2. Smoking Ban in all City Parks. (Exempting parking lots)
3. Smoking Ban in all Park play areas.
4. Smoking Ban in City Skate Park.

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CKA 11/6/07, RJK 11/6/07, CAM 11/6/07, NA

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a final \$0 column.

INFORMATION / BACKGROUND

The Parks Commission voted in favor of a smoking ban in all City parks. City staff was directed to draft an ordinance for the City Council's consideration and has brought this subject before the Council twice before. A policy paper was drafted and presented to Council which highlighted existing municipal codes in Washington State banning smoking/lighted materials in parks. The Cities of Mill Creek and Puyallup both have laws on the books against smoking in some or all City parks. Recently, the Woodland Park Zoo has also banned smoking on its campus.

Staff was previously directed by the Council to bring back four options for consideration. The previous ordinances presented to Council banned lighted materials in all City parks. These four options however, as currently presented, simply deal with the smoking ban issue and do not attempt to regulate all lighted materials.

FISCAL CONSIDERATION

None

BOARD OR COMMITTEE RECOMMENDATION

The Gig Harbor Parks Commission recommends and voted 4-1 in favor of a smoking ban in all City parks.

RECOMMENDATION / MOTION

Move to: Pass one of the four ordinances listed above.

**1. Smoking Ban in Parks**

November 2, 2007

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROHIBITING SMOKING IN THE CITY'S PARKS, DESCRIBING VIOLATIONS AND ESTABLISHING PENALTIES AND ADDING A NEW CHAPTER 9.24 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, smoking materials including cigarettes, cigarette butts and cigars all of which pose a risk of fire or other damage to public park facilities, trails, equipment, forests, landscaping, and the like; and

WHEREAS, the City's parks are intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, children are particularly at risk from the effects of second hand smoke from tobacco and other lighted materials, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, each year, more than one million young people continue to become regular smokers and more than 400,000 adults die from tobacco-related diseases; and

WHEREAS, limiting the amount of smoking in parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, smoking materials represent a substantial amount of litter and trash in the City's parks; and

WHEREAS, it is in the best interest of the citizens of the City of Gig Harbor to adopt regulations prohibiting smoking in the City's parks;

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

Section 1. A new chapter 9.24 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

**Chapter 9.24  
PARKS**

**9.24.010 Smoking within City parks prohibited.** It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within City parks. The Director of Operations shall post signs in appropriate locations prohibiting smoking in the City's parks.

**9.24.020 Penalties.** Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100 as provided in GHMC § 1.16.010D.3.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

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

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

**2. Parking Lot Smoking**

**November 2, 2007**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROHIBITING SMOKING IN THE CITY'S PARKS BUT EXEMPTING THE BLACKTOP PARKING LOT OF ANY PARK FROM THIS PROHIBITION, DESCRIBING VIOLATIONS AND ESTABLISHING PENALTIES AND ADDING A NEW CHAPTER 9.24 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, smoking materials including cigarettes, cigarette butts and cigars all of which pose a risk of fire or other damage to public park facilities, trails, equipment, forests, landscaping, and the like; and

WHEREAS, the City's parks are intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, children are particularly at risk from the effects of second hand smoke from tobacco and other lighted materials, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, each year, more than one million young people continue to become regular smokers and more than 400,000 adults die from tobacco-related diseases; and

WHEREAS, limiting the amount of smoking in parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, smoking materials represent a substantial amount of litter and trash in the City's parks; and

WHEREAS, it is in the best interest of the citizens of the City of Gig Harbor to adopt regulations prohibiting smoking in the City's parks;

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

Section 1. A new chapter 9.24 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

**Chapter 9.24  
PARKS**

**9.24.010 Smoking within City parks prohibited.** It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within any City park. Smoking within the blacktop parking lot area of any city park is exempt from this section. The Director of Operations shall post signs in appropriate locations prohibiting smoking in these areas.

**9.24.020 Penalties.** Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100 as provided in GHMC § 1.16.010D.3.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

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

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

**3. Smoking Ban in Park Play Areas**

**November 2, 2007**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROHIBITING SMOKING IN THE CITY'S PARK PLAY AREAS, DESCRIBING VIOLATIONS AND ESTABLISHING PENALTIES AND ADDING A NEW CHAPTER 9.24 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, smoking materials including cigarettes, cigarette butts and cigars all of which pose a risk of fire or other damage to public park facilities, trails, equipment, forests, landscaping, and the like; and

WHEREAS, the City's park play areas are intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, children are particularly at risk from the effects of second hand smoke from tobacco and other lighted materials, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, each year, more than one million young people continue to become regular smokers and more than 400,000 adults die from tobacco-related diseases; and

WHEREAS, limiting the amount of smoking in parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, smoking materials represent a substantial amount of litter and trash in the City's parks; and

WHEREAS, it is in the best interest of the citizens of the City of Gig Harbor to adopt regulations prohibiting smoking in the City's park play areas;

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

Section 1. A new chapter 9.24 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:



**Chapter 9.24  
PARKS**

**9.24.010 Smoking within park play areas prohibited.** It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking materials in or within 25 feet of the City's park play areas. "Play area" includes but is not limited to ball fields, tennis courts, basketball courts, play equipment areas and the entire City Skateboard Park. The Director of Operations shall post signs in appropriate locations prohibiting smoking in these areas.

**9.24.020 Penalties.** Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100 as provided in GHMC § 1.16.010D.3.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

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

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

**4. Smoking Ban in Skate Park**

**November 2, 2007**

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROHIBITING SMOKING IN THE CITY SKATE PARKS, DESCRIBING VIOLATIONS AND ESTABLISHING PENALTIES AND ADDING A NEW CHAPTER 9.24 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, smoking materials including cigarettes, cigarette butts and cigars all of which pose a risk of fire or other damage to public park facilities, trails, equipment, forests, landscaping, and the like; and

WHEREAS, the City's skate park is intended for the healthy enjoyment of all our citizens, including our children and youth; and

WHEREAS, children are particularly at risk from the effects of second hand smoke from tobacco and other lighted materials, which has been linked with development of lung cancer, heart attack, low birth weight, sudden infant death syndrome, bronchitis, pneumonia, asthma, chronic respiratory problems, eye and nasal irritation, and middle ear infection; and

WHEREAS, each year, more than one million young people continue to become regular smokers and more than 400,000 adults die from tobacco-related diseases; and

WHEREAS, limiting the amount of smoking in parks will provide children and youth with positive role modeling and discourage them from smoking when they get older; and

WHEREAS, smoking materials represent a substantial amount of litter and trash in the skate park; and

WHEREAS, it is in the best interest of the citizens of the City of Gig Harbor to adopt regulations prohibiting smoking in the City's skate park;

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

Section 1. A new chapter 9.24 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

**Chapter 9.24  
PARKS**

**9.24.010 Smoking within the skate park prohibited.** It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other smoking material within the City skate park located on the north side of City Hall. The Director of Operations shall post signs in appropriate locations prohibiting smoking in the park.

**9.24.020 Penalties.** Failure to comply with any of the provisions of this chapter shall constitute a civil infraction, subject to a penalty of \$100 as provided in GHMC § 1.16.010D.3.

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

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

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

# Gig Harbor Parks: Lighted Materials/Smoking Ban Ordinance

Policy Paper  
Recommendation  
City of Gig Harbor

## **History**

In an effort to facilitate a healthy environment for all citizens, the State of Washington has passed and enforced a ban on smoking in all indoor public places. This ban also pertains to all entrances and exits, safeguarding a 25 foot radius. While this state ban is currently the strictest in the nation, many municipalities throughout the country are considering the further expansion of their smoking restrictions so as to further safeguard the general public, especially children, from the risks associated with smoking and secondhand smoke. It has been suggested that a ban on smoking in all city parks in the City of Gig Harbor, should be considered so as to ensure that our public spaces are healthy and available for everyone.

While the ban on indoor smoking was met by some opposition, the law has been accepted by the general public. Enforcing a smoke free environment in all public buildings, restaurants, businesses and work places has proved to be relatively simple to enforce. Voluntary compliance on the part of the majority of Washingtonians has illustrated that not all laws require enforcement by the police. While there are strict fines for smokers and businesses that allow smoking, the threat of such fines is enough to ensure that the law is observed.

The City Parks Commission has explored this issue and is in favor of a smoking ban in all City of Gig Harbor parks. They voted and passed a recommendation to this effect. As a result of their recommendation, this ordinance and paper was drafted in order to inform and facilitate a City Council decision on the matter.

## **Research and Analysis**

The expansion of smoking laws and ordinances has been considered by cities across the United States. In California, cities such as San Francisco, Sacramento, Beverly Hills, Carson, Davis, El Monte, Huntington Beach, Los Angeles, Malibu, Pasadena, Redondo Beach and Santa Monica have enacted restrictions on outdoor smoking. (City of San Francisco, [sfgov.org](http://sfgov.org)) Bans on

smoking are common and enforced on school and hospital grounds. The Peninsula School District bans smoking on all district property and the Franciscan Health System also bans all smoking on hospital lands. Most if not all schools and hospitals throughout the country also have bans.

Here in Washington State the cities of Mill Creek and Puyallup both have enacted smoking ordinances in one or more of their parks. Mill Creek has an ordinance on the books restricting smoking in their Sports Park, which includes ball fields and a skate park.

### **City of Mill Creek Park Smoking ban ordinance**

#### **12.12.165 Smoking and tobacco use prohibited.**

Smoking and tobacco use are prohibited in the Mill Creek Sports Park. (Ord. 2006-638 § 1)

#### **12.12.170 Violation – Penalty.**

Any violation of or any failure to comply with any of the A. provisions of this chapter in which no penalty is otherwise specified shall constitute a civil infraction as contemplated by RCW 7.80.120 and any person convicted thereof may be punished by a civil fine or forfeiture in the sum of \$100.00.

Payment of the civil fine within 24 hours of the issuance of the B. notice of infraction issued under this chapter shall reduce the amount of the fine owing by 50 percent. (Ord. 2006-638 § 3; Ord. 2003-569 § 1)

According to the Police Chief of Mill Creek, Bob Crannell, and the Parks Director for the City of Puyallup, Ralph Dannenberg, the ordinances banning smoking in the park(s) are complied with voluntarily by the public. Mr. Dannenberg even stated that he was "very surprised at how well it is working." It seemed that he, at first, was skeptical of the smoking ban concept but that the issue of enforcement has taken care of itself. The Mill Creek Police Chief however, was not as enthusiastic but rather diplomatic when discussing the issue concerning restrictions on smoking in the city's Sports Park.

The City of Puyallup has taken on the issue of smoking for all of its city parks. However, when the ordinance against smoking was first suggested, both the public and the media worked the issue into a frenzy. Ralph Dannenberg recalls being invited onto every radio station "between here and Vancouver." The public wanted to know why the city was pushing this issue. The city cited research on secondhand smoke and also pointed out that smoking invites an atmosphere which is not beneficial for children. The City of Mill Creek also cited this concern as the reason for the ban in their Sports Park, which sees large groups of kids after school, on the weekends and during the summer months.

The City of Puyallup also cited its concerns with respect to brush and forest fires. As is the case here in the harbor during the summer, the City of Puyallup desired to safeguard its parks from the threats of fire, which often start as a result of a cigarette being discarded on the roadside, in bushes or in garbage cans. With the increasing growth rate of the city's population and the number of people who visit the parks, the risk of fire as the result of a careless visitor increases.

With all the controversy surrounding the proposed ban, the City of Puyallup decided to take another approach to the issue. Rather than ban "smoking" the city decided to ban "lighted materials" in the parks.

**9.20.195 Lighted material in city park property prohibited.**

It is unlawful for any person to smoke cigars, cigarettes, tobacco, or other material or to throw any lighted tobacco, cigars, cigarettes, matches, firecrackers, or other lighted material, on or within any city park, including without limitation any shelters or other structures located in such parks; provided, a person may dispose of smoking materials in a receptacle designed for such purpose if such item is placed within a park. Enforcement officers shall make a good faith effort to warn persons observed to be in violation of this section before issuing a violation notice. The director shall post signs in appropriate locations advising patrons of this section. Failure to comply with this section shall constitute a civil violation, subject to the procedures and penalties contained in Chapter 1.03 PMC, and, notwithstanding penalty provisions set forth in other provisions of this chapter, shall not be construed as a misdemeanor. (Ord. 2840 § 2, 2005).

This in conjunction with their ban on fireworks and firearms constitutes the elimination of all lighted materials in their parks. The city however does allow, as is the case here in Gig Harbor's City Park, cooking fires in designated areas.

**9.20.190 Fires.**

It is unlawful to build any fires in any park except in areas designated by the parks director. Campfires, including those used for cooking and in barbecues, can be built only in areas designated by the parks director. (Ord. 2840 § 2, 2005; Ord. 2105 § 2, 1986; Ord. 1733 § 4, 1978).

The voluntary compliance of the public, according to both the Police Chief of Mill Creek and the Parks Director of Puyallup is what makes this program and ordinance possible. As is the case with such laws as bike helmets, littering, J-walking and even speeding, what makes these laws possible to enforce is the public's voluntary compliance. While our police department does enforce these laws on occasion, the majority of the public complies with the laws and ordinances regulating these activities simply out of respect for the rule of law. Others comply out of the fear of punishment, either monetary or otherwise.



The Gig Harbor Police Department has raised concerns about this possible legislation. Is it a good use of police resources? What enforcement will be involved? While there is some support among officers for a smoking ban in the Skate Park, it is apparent that many see enforcement of such a ban as a drain on police resources and manpower. Their concerns relate to the feasibility of enforcement and the fact that they could become "the smoking police." Many in the Police Department expressed that they have larger, more serious issues to deal with such as the growing graffiti problem, not to mention their calls and case loads which are already part of the job. Police Chief Mike Davis and all the officers articulated their opinions and suggestions concerning a proposed smoking ban but also affirmed their commitment to upholding the rule of law as stipulated by the Council.

Both the Police Chief of Mill Creek and the Parks Director of Puyallup reported that the number of citations and telephone calls launching smoking complaints were negligible. Since the start of the smoking/lighted materials bans in city parks, there have been few problems with enforcement. The initial warnings, informational patrols and enforcement resulted in widespread compliance. Gig Harbor should expect the same outcome in the event that this ordinance becomes law.

### **Ordinance Proposal**

The ordinance which has been proposed by City Staff follows the general form of the Puyallup ordinance. In eliminating all lighted materials, except for fires in designated cooking areas, the city will improve both the environment in the parks as well as preventing the risk of brush and forest fires. Our parks should be a safe and healthy environment for all city residents and visitors. This ordinance will do just that.

### **Proposed Gig Harbor Park Ordinances**

**9.24.010 Fires.** It is unlawful to build any fires in any park except in areas designated by the Director of Operations. Campfires, including those used for cooking and in barbecues, may only be built in areas designated by the Director of Operations.

**9.24.020 Lighted material in city park property prohibited.** It is unlawful for any person to smoke or light cigars, cigarettes, tobacco or other material or to throw any lighted tobacco, cigars, cigarettes, matches or other lighted material, on or within any city park, including without limitation any shelters or other structures located in such parks; provided, a person may dispose of cigarette and cigar smoking materials in a receptacle designed for such purpose

if such item is placed within a park. Enforcement officers shall make a good faith effort to warn persons observed to be in violation of this section before issuing a violation notice. The Director of Operations shall post signs in appropriate locations advising patrons of this section. Failure to comply with this section shall constitute a civil infraction, subject to the procedures and penalties contained in GHMC § 1.16.010, and, notwithstanding penalty provisions set forth in other provisions of this chapter, shall not be construed as a misdemeanor.

In addition to the gained benefits in safety and environment for visitors, this measure also helps cut down on littering. In the case of the skate park there is a safety issue which accompanies the littering aspect of lighted materials. Cigarette butts can cause injury, in that if cigarette butts are in the skate bowl, skaters may run over them, causing them to trip, resulting in serious injury. The safety and health of the visitors in our city parks should be our top priority.

If the ordinance under consideration is passed, the city will need to erect signs and have an initial education period prior to enforcement so as to inform the public. After this initial period, it can be expected that, similar to the cities of Mill Creek and Puyallup, the smoking ordinance will largely be complied with voluntarily. The fines for a violation of the proposed ordinance would be that of a Civil Infraction as identified in the Gig Harbor Municipal Code Chapter 1.16.

The City of Gig Harbor is a wonderful place for families and this proposed parks ordinance ensures that all our city facilities are family friendly environments. Not only does this ordinance ensure that the parks provide children, visitors and residents with a healthy, safe and clean area for recreation; it eliminates the possible threats associated with lighted materials during the summer months and throughout the year. Our community prides itself on being a "healthy harbor". This ordinance addresses this important issue and ensures that our city parks are healthy and available for everyone to enjoy.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Staff Report - Borgen  
Boulevard/SR-16 Interchange Level II Study  
Update

**Proposed Council Action:** None. Information  
Only.

**Dept. Origin:** Engineering Division

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** November 13, 2007

**Exhibits:** Layout Exhibits  
Summary of Advantages and  
Disadvantages Table  
Comment Summary Table  
Draft Criteria Scoring Results

	Initial & Date
<b>Concurred by Mayor:</b>	_____
<b>Approved by City Administrator:</b>	_____
<b>Approved as to form by City Atty:</b>	_____
<b>Approved by Finance Director:</b>	_____
<b>Approved by Department Head:</b>	_____

Expenditure		Amount		Appropriation	
Required	\$0	Budgeted	\$0	Required	0

**INFORMATION / BACKGROUND**

The City is currently performing a Level II Analysis to select a preferred alternative for a long term solution at the Borgen/SR16 Interchange in north Gig Harbor. To date, the City's consultant, HDR, Inc., has performed the following work:

- Preliminary engineering lay outs for each of the Level I alternatives and one additional SPUI alternative (attached).
- Conceptual cost estimates for each alternative.
- Preliminary traffic modeling information.
- Led an Open House to discuss the alternatives with the public.
- Led a work study group of WSDOT, Pierce County, City and HDR engineers.
- Performed a value engineering exercise to score each alternative based on selected criteria (draft results attached).

The final report on the results of the Level II Analysis will be complete in December 2007. This report will include much more detail and analysis and will recommend a preferred alternative. Staff will bring the report to Council and provide a recommendation for further action at that time.

The advantages and disadvantages of each alternative are summarized in the attached table. Also, comments received by the public during the Open House on 10-17-07 are summarized in a second attachment.

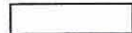



- | ADVANTAGES  | DISADVANTAGES   |
|---|---|
| <ul style="list-style-type: none"> <li>INTEGRATION OF SPLIT DIAMOND INTERCHANGE ALLEVIATES MERGE / DIVERGE CONFLICTS AT SR 16 / SR 302 INTERCHANGE.</li> <li>MAINTAINS PARTIAL USE OF EXISTING INTERCHANGE.</li> <li>IMPROVES TRAFFIC OPERATION ON BORGES BLVD. AND BURNHAM BLVD. - SEHMEI RD.</li> <li>ELIMINATES NEED FOR INTERIM DEVELOPER IMPROVEMENTS AT EXISTING SR 16 / BORGES BLVD INTERCHANGE.</li> <li>PROVIDES ALTERNATE CONNECTION TO DEVELOPED COMMUNITY ALONG AND AROUND BORGES BLVD.</li> <li>ABLE TO MINIMIZE DISRUPTION OF TRAFFIC DURING STAGING OF CONSTRUCTION.</li> <li>MINIMAL IMPACTS TO ENVIRONMENT.</li> </ul> | <ul style="list-style-type: none"> <li>REQUIRES ADDITIONAL RIGHT-OF-WAY FOR EASTERN PORTION OF SPLIT DIAMOND INTERCHANGE.</li> <li>POTENTIAL IMPACT TO UTILITY CORRIDOR.</li> </ul> |

City of Gig Harbor  
 Burnham Drive Interchange  
 Split Diamond Concept

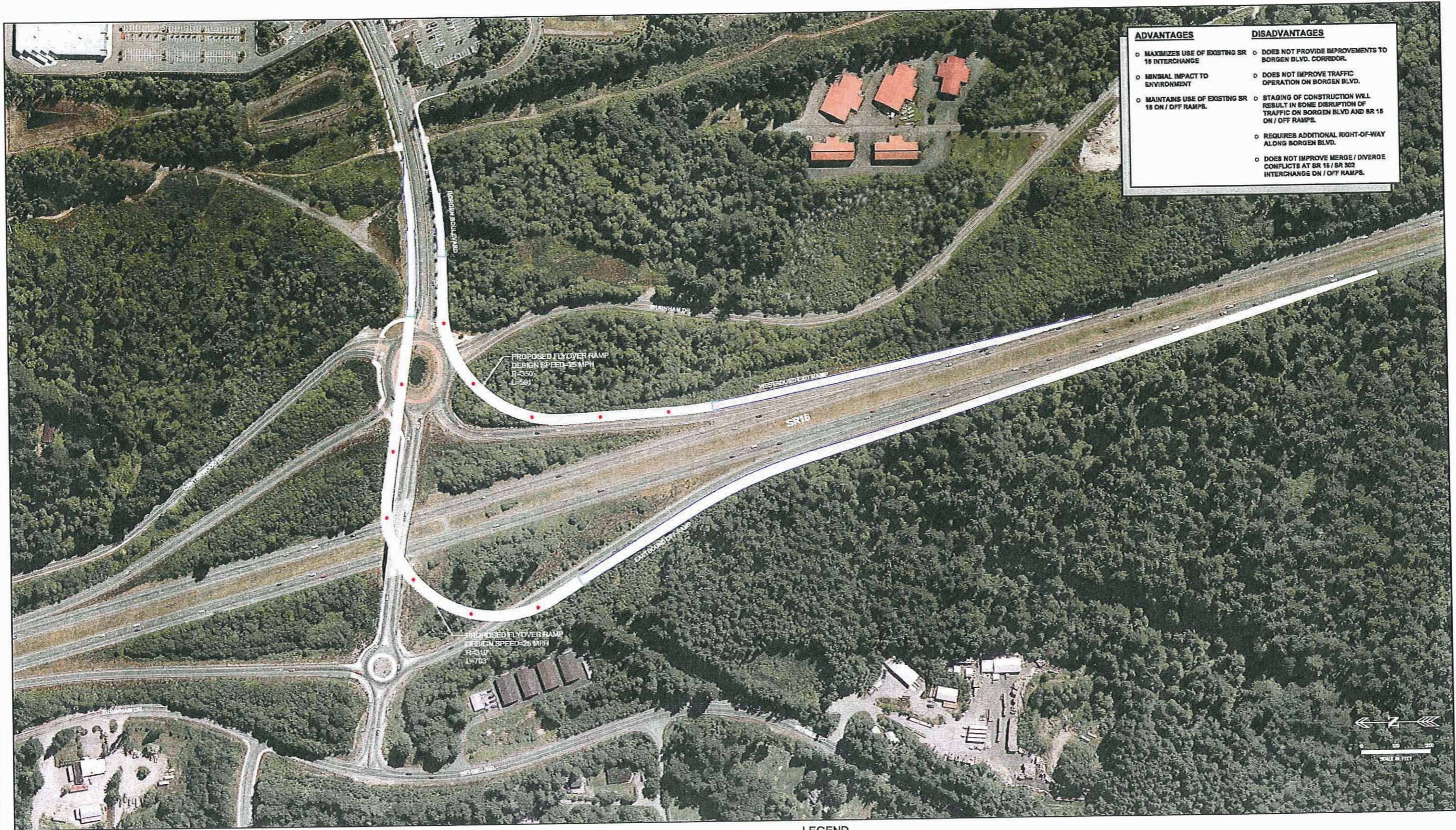
RAMP DESIGN CRITERIA		
RAMP	DESIGN SPEED	TYPE
WEST BOUND ON RAMP	45 MPH	TAPER
WEST BOUND OFF RAMP	45 MPH	TAPER
EAST BOUND ON RAMP	25 MPH	PARALLEL
EAST BOUND OFF RAMP	25 MPH	PARALLEL

**LEGEND**

PROPOSED ROADWAY 

EXISTING ROADWAY REMOVED 





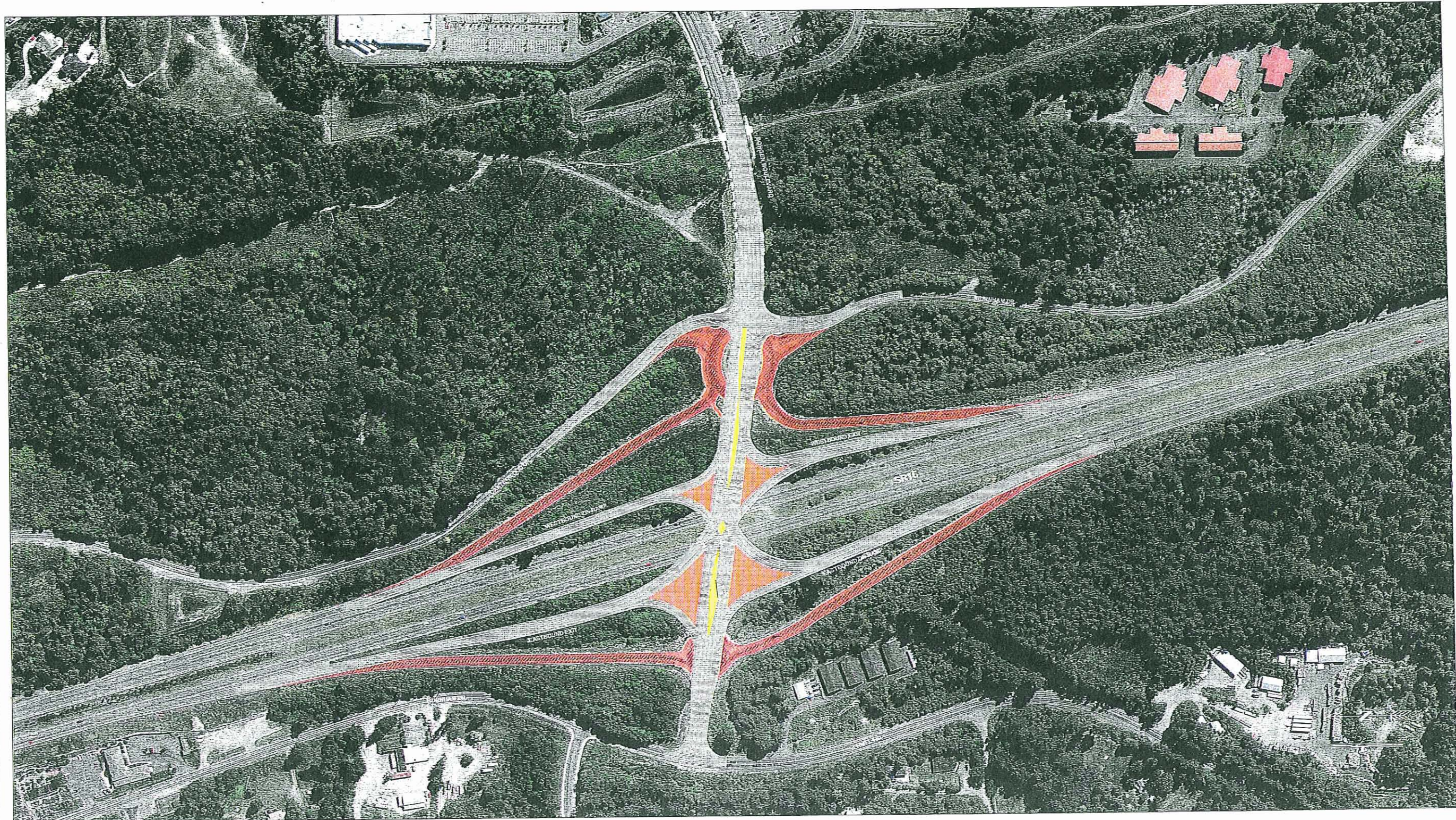
ADVANTAGES	DISADVANTAGES
<ul style="list-style-type: none"> <li>MAXIMIZES USE OF EXISTING SR 16 INTERCHANGE</li> <li>MINIMAL IMPACT TO ENVIRONMENT</li> <li>MAINTAINS USE OF EXISTING SR 16 ON / OFF RAMP.</li> </ul>	<ul style="list-style-type: none"> <li>DOES NOT PROVIDE IMPROVEMENTS TO BORGEN BLVD. CORRIDOR.</li> <li>DOES NOT IMPROVE TRAFFIC OPERATION ON BORGEN BLVD.</li> <li>STAGING OF CONSTRUCTION WILL RESULT IN SOME DISRUPTION OF TRAFFIC ON BORGEN BLVD AND SR 16 ON / OFF RAMP.</li> <li>REQUIRES ADDITIONAL RIGHT-OF-WAY ALONG BORGEN BLVD.</li> <li>DOES NOT IMPROVE MERGE / DIVERGE CONFLICTS AT SR 16 / SR 302 INTERCHANGE ON / OFF RAMP.</li> </ul>

City of Gig Harbor  
 Burnham Drive Interchange  
 Flyover Ramps

**LEGEND**

PROPOSED ROADWAY	
EXISTING ROADWAY REMOVED	
ABUTMENT	
RETAINING WALL	
COLUMN	



 <b>GIG HARBOR</b> <small>"THE MARITIME CITY"</small>	
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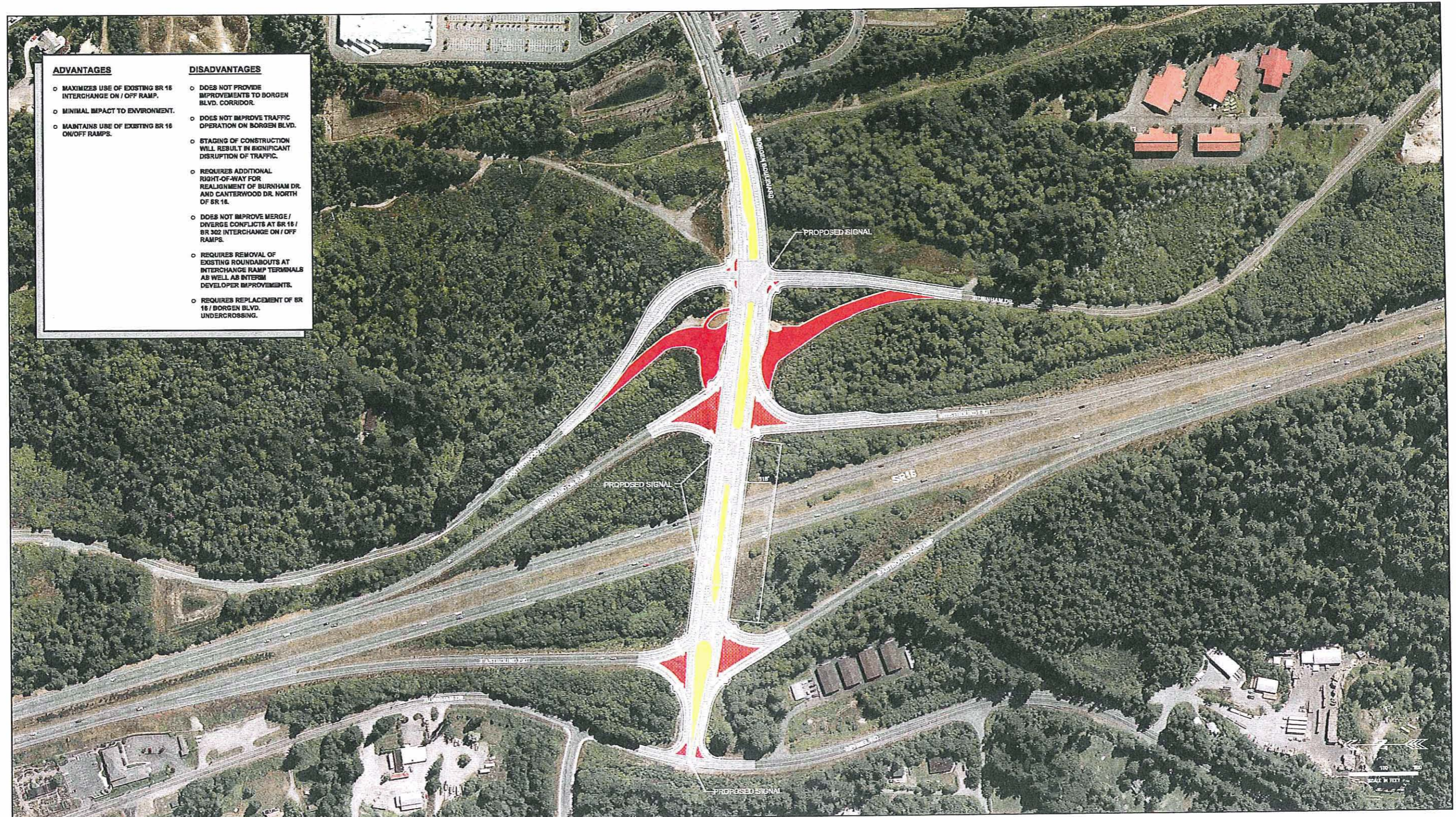


City of Gig Harbor  
 Burnham Drive Interchange  
 Single Point Urban Interchange (SPUI)

LEGEND

- PROPOSED ROADWAY 
- EXISTING ROADWAY REMOVED 



	
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- | ADVANTAGES   | DISADVANTAGES  |
|--|--|
| <ul style="list-style-type: none"> <li>MAXIMIZES USE OF EXISTING SR 16 INTERCHANGE ON / OFF RAMP.</li> <li>MINIMAL IMPACT TO ENVIRONMENT.</li> <li>MAINTAINS USE OF EXISTING SR 16 ON/OFF RAMP.</li> </ul> | <ul style="list-style-type: none"> <li>DOES NOT PROVIDE IMPROVEMENTS TO BORGEN BLVD. CORRIDOR.</li> <li>DOES NOT IMPROVE TRAFFIC OPERATION ON BORGEN BLVD.</li> <li>STAGING OF CONSTRUCTION WILL RESULT IN SIGNIFICANT DISRUPTION OF TRAFFIC.</li> <li>REQUIRES ADDITIONAL RIGHT-OF-WAY FOR REALIGNMENT OF BURNHAM DR. AND CANTERWOOD DR. NORTH OF SR 16.</li> <li>DOES NOT IMPROVE MERGE / DIVERGE CONFLICTS AT SR 16 / SR 302 INTERCHANGE ON / OFF RAMP.</li> <li>REQUIRES REMOVAL OF EXISTING ROUNDABOUTS AT INTERCHANGE RAMP TERMINALS AS WELL AS INTERM DEVELOPER IMPROVEMENTS.</li> <li>REQUIRES REPLACEMENT OF SR 16 / BORGEN BLVD. UNDERCROSSING.</li> </ul> |

City of Gig Harbor  
 Burnham Drive Interchange  
 Single Point Urban Interchange (SPUI) - Modified Tight Diamond

LEGEND

- PROPOSED ROADWAY 
- EXISTING ROADWAY REMOVED 



City of Gig Harbor  
 Borgen Boulevard-SR16 Interchange Level II Analysis  
 Summary of Advantages/Disadvantages  
 November 2007

OPTION	ESTIMATED COST*	ADVANTAGES	DISADVANTAGES
1 Flyover Ramps	\$30,000,000	1 Maximizes use of existing SR16 Interchange 2 Minimal impact to environment 3 Maintains existing location of SR16 westbound on/off ramps 4 Maximizes use of proposed Interim Improvements (\$11 million)	1 Does not improve traffic operation along Borgen Boulevard corridor 2 Construction staging will result in some disruption of traffic on Borgen Boulevard and SR16 on/off ramps 3 Additional right of way required along Borgen Boulevard 4 Does not improve merge/diverge conflicts at SR16/SR302 on/off ramps 5 Does not address developing traffic operation issues at intersection of Sehemel Drive and Borgen/Burnham Drive
2 Split Diamond	\$29,000,000	1 Significantly improves traffic operations along Borgen Boulevard corridor 2 Construction staging will result in minimal disruption of traffic 3 Removes merge/diverge conflict at SR16/SR302 on/off ramps 4 Improves traffic operations at intersection of Sehemel Drive-Burnham Drive-Borgen Boulevard Maintains partial use of	1 Significant additional right of way required 2 Requires raising of existing power lines
3 SPUI (revised)	\$34,000,000	1 Maximum throughput of traffic volume 2 Provides for some improvement to traffic operation at intersection of Sehemel Drive-Burnham Drive-Borgen Boulevard	1 Does not improve traffic operation along Borgen Boulevard corridor 2 Construction staging will result in significant disruption of traffic 3 Additional right of way required for Canterwood Boulevard/Burnham Drive intersection realignment 4 Does not improve merge/diverge conflicts at SR16/SR302 on/off ramps
4 SPUI (original from Level I Study)	\$18,000,000	1 Maximizes use of existing SR16 Interchange 2 Minimal impact to environment 3 Maintains existing location of SR16 westbound on/off ramps 4 Provides for some improvement to traffic operation at intersection of Sehemel Drive-Burnham Drive-Borgen Boulevard	1 Does not improve traffic operation along Borgen Boulevard corridor 2 Construction staging will result in some significant disruption of traffic on Borgen Boulevard and SR16 on/off ramps 3 Additional right of way required for Canterwood Boulevard/Burnham Drive intersection realignment 4 Does not improve merge/diverge conflicts at SR16/SR302 on/off ramps

\* Does not include right of way acquisition



CC: MAYOR + COUNCIL  
 These are the comments from  
 the BB16 Open House on 10/17/07. -RAB

	A	B	C	D	E
1	Item	Date	Comment from: name, contact info	Comment Source	Comment
1	1	10/17/2007	Peter Marsal 12417 58th Ave NW Gig Harbor, WA 98332	open house	SPIU - Maybe Ok Dual Fly Over - Maybe Ok Split Diamond - Not interested in this plan Keep in mind: Longer term growth problems. Integrate this single traffic issue with larger surrounding area
2	2	10/17/2007	CA Gilroy 11516 70th AVE NW Gig Harbor, WA 98332	open house	SPIU - this seems most likely to be efficient and handle the most traffic - maybe allow for future growth as well Dual Fly Over - This is attractive and seems maybe the easiest but will it be as efficient as others Split Diamond - This seems viable - but looks like it would cause some confusion getting back on 16. Will it handle the same amount of traffic as SPIU? Spread out traffic - good idea. Is it less disruptive. Keep in mind: go the most efficient that will handle the most volume while allowing for future traffic increases. Construction delays?
3	3	10/17/2007		open house	SPIU - Great design but not likely to be the 20-yr fix. If you could identify a phase 2 that utilizes the phase 1 infrastructure and get you to the 20-year fix, then build it. Dual Fly Over - Far too expensive, too many signals, too susceptible to failures due to capacity. Split Diamond Interchange - Overall seems to be the most feasible. Can be phased, minimal construction impact, long term fix, no additional signalization, no significant structures. ROW acquisition wont be easy, but can be started early. Keep in mind: Continue to make effort to build the final fix now. Roundabout capacity will increase as people learn how to better use them, so stay with them. Go with the split diamond concept.
4	4	10/17/2007	Doug Allen PO Box 405 Gig Harbor, WA 98335	open house	SPIU - Least useful/feasible... so no Dual Fly Over - Probably the best plan Split Diamond - Would be ok, especially if the sportsman's club goes away. Apparently maximizes traffic flow. Rejected alternatives: No not familiar with them. Keep in mind: They should always work to get ahead of traffic and population growth issues. Gig Harbor is ludicrously behind the curve do to failure to plan for the future.
5	5	10/17/2007	James Miles 8222 Sehmel Gig Harbor, WA 98332	open house	SPIU - Least desirable - we are getting better at roundabouts, particularly with the latest improvements - this is a step backwards Dual Fly Over - Excellent Option Split Diamond - Best option!!! Provide additional access points to Gig Harbor North Rejected alternatives: Excellent new signing Keep in mind: Increase access points to Gig Harbor North
6	6	10/17/2007		open house	Do not build anymore stuff until this is finished. There is no way people coming out of Centerwood Blvd. are going to cross into the middle lane safely with Costco traffic coming down the hill (700 cars/hr in Tacoma). Please do an interim safety signal or some measure to avoid severe accidents or delays.
7	7	10/17/2007	Doug Mundy 12608 43rd Ave CT Gig Harbor, WA 98332	open house	SPIU - no - too many traffic lights - bottlenecks Dual Fly Over - This seems to be the best option - it maintains efficiency of traffic circles but gets traffic up Borgen and relieves backup on Hwy 16 exit northbound Split Diamond - Terrible - harder and slower to get to hospital
8	8	10/17/2007	Beverly Woessner 6314 - 112th St. CT. NW Gig Harbor, WA 98332	open house	SPIU - I prefer this alternative
9	9	10/17/2007	Rick Baltson 14022 51st Ave NW Gig Harbor, WA 98332	open house	SPIU - Not good useless. Traffic backups to get to Canterwood and then onto 16. Dual Fly Over - Great combination of split diamond off ramp from westbound 16 and adding flyover to westbound 16 Split Diamond - Has some good points with some bad points. Doesn't help Borgen roundabout. It just moves it farther west. Keep in mind: I think having an over pass for the hospital, Canterwood, and Borgen that exits from the left hand lanes of east and westbound 16 will solve a lot of the problems with Borgen roundabouts
10	10	10/17/2007	John Eddy 7015 118th St NW Gig Harbor, WA 98332	open house	Dual Fly Over - Seems too expensive Split Diamond - Seems to solve current and future congestion Keep in mind: overbuild even at more cost to anticipate growth for 20-30 yrs so we're not in a constant state of "re-do"
11	11	10/17/2007	Roger Mosiman 11402 40th AVE CT NW Gig Harbor, WA 98332	open house	SPIU - not enough info available Dual Fly Over - not enough info available Split Diamond - not enough info available
12	12	10/17/2007	Chaunee Lawya 4213 Burnham Drive Gig Harbor, WA 98332	open house	It does not seem as though any of the above work. Try to plan ahead. This place is booming and we need better traffic control.
13	13	10/17/2007		open house	Split Diamond - Love it. Makes the most sense.
14	14	10/17/2007		open house	SPIU - NG Dual Fly Over - Possible Split Diamond - NG
15	15	10/17/2007	Crystal Vaark 10521 74th AVE NE Gig Harbor, WA 98332	open house	SPIU and Dual Fly Over - These 2 don't allow for the bottlenecks that will occur as the hospital, housing, Costco, and other buildings arrive. Keep in mind: Please study the "human factor" and how that affects traffic flow and road usage. (Not just engineering, environmental studies, etc.)
16	16	10/17/2007	Michael Bradley 10812 64th Ave CT NW Gig Harbor, WA 98332	open house	SPIU - Too many traffic lights Dual Fly Over - Does nothing new for hospital access Split Diamond - Need to do part of it any way. Hospital access a problem.
17	17	10/17/2007	John Engel #3 Marble Beach Ln NW Gig Harbor, WA 98332	open house	SPIU - Please use this alternative. The roundabout is not a good system. I have used them in Boston's heavy traffic and they become a disorderly mass in heavy traffic. We need a controlled intersection - not every man for himself. Rejected alternatives: It seems that backing people off the freeway in the split diamond will be a significant delay for those who live west of Burnham in North Rosedale. Keep in mind: 1. Traffic needs to be controlled 2. Truck entrance and exit to Gig Harbor requires more room than roundabouts offer 3. Onramp eastbound from W. Burnham to hwy. is hindered by slow trucks EB on Swede Hill up to state correction center. Reminds me of Southcenter Hill. Add an EB truck lane for slow moving trucks.

SR 16 / BORGES  
 ER 17 SR 282 Widening Project

	A	B	C	D	E
1	Item	Date	Comment from: name, contact info	Comment Source	Comment
19	18	10/17/2007		open house	SPUI - this looks to be the cleanest solution. I like the fact that it eliminates the roundabout. Dual Fly Over - Probably most expensive Split Diamond - Least attractive. Appears to add distance getting from town to the new hospital.
20	19	10/17/2007	Tony Michaelson 6888 Cascade Ave Gig Harbor, WA 98335	open house	I'm not too excited about any of them. Maybe combining some of the three concepts into one. Keep in mind: Put shunt lane on the west roundabout and keep the existing roundabout.
21	20		Ronald Roberts 11224 74th AVE NE Gig Harbor, WA 98332	open house	SPUI - to complicated Dual Fly Over - Best of 3 but very costly Split Diamond - This allows no simple access for residents or the west side of 16 to go to Purdy and difficult access from 16 to go home. These issues should be addressed. The Sehmel area is growing and residents deserve better. Keep in mind: Maintain easy access from west side to go to Purdy and to exit 16 to go west to Sehmel.
22	21		Avaya Meehan 6310 111th ST NW Gig Harbor, WA 98332	open house	SPUI - I like this better, but is it possible? Split Diamond - Hate not having N. bound entrance You need signage before you get to the roundabouts, not at them, behind a tree. I hate the double roundabout. I have been hit in it by an aggressive driver in the inside lane and every time I drive it, it's a gamble.
23	22		Johnny M. Brown 2807 144th St NW Gig Harbor, WA 98332	open house	SPUI - This is the only one that works and will solve the problem. All the others are a short term fix, which has been done over and over. Don't waste our tax dollars on those. People don't mind spending the money if it solves the problem. Dual Fly Over - This is a joke. Split Diamond - This one is the one I think the consultants favor but has drawbacks. The Costco/Borgen roundabout will not handle the traffic. People going to the corrections center side (from Tacoma) will be routed over hell and back. Increased traffic (and signals) along the new gun club road will slow commute. I don't like this solution. It appears to be another novel fix and waste of money. Keep in mind: Yes, get on with it and quit studying this to death. The real solution is simple.
24	23		Tom Miner 8210 Sehmel Road Gig Harbor, WA 98332	open house	SPUI - No! 4 lights in 1,000 yds - can you say Costco Tacoma. Dual Fly Over - Not excited about visual of large offramps. Split Diamond - Yes - Widen improve Burnham between new circle and current one and you have a winner. Keep in mind: Lots of people live west of the interchange in N. Rosedale
25	24		Ray Heineman 6427 11th ST NW Gig Harbor, WA 98332	open house	SPUI - Not a good choice, creates a bottleneck up by the big Starbucks roundabout Dual Fly Over - No, too many lights, too long construction Split Diamond - Yes looks good, I live over off of Burnham and yes no so good for me but better design overall
26	25		Lee Snyder 2216 Sullivan Drive Gig Harbor, WA 98335	open house	SPUI - No Dual Fly Over - No Split Diamond - Yes Rejected: Split Diamond has benefits for City and SR 16 and Peacock Hill in one design
27	26		Mrs. G Michie 12918 53rd Ave NW Gig Harbor, WA 98332	open house	SPUI - yes seems safest Dual Fly Over - No Split Diamond - Ok but not great Keep in mind: Building is pronounced in Gig Harbor north. Remember that and forget about band aids which is what we have now and is dangerous. Cheapest is not the best way. Harder to get it right this time.
28	27		Mark Shoehs PO Box 2044 Gig Harbor, WA 98335	open house	SPUI - Exiting traffic still stacks up on SR 16. Several traffic lights will be a nightmare. Dual Fly Over - Doesn't move traffic. Federal funding not available. Split Diamond - Most cost effective proposal to direct traffic into growing areas. Eligible for federal funding. Keep in mind: think long term. Build something that works.
29	28			open house	Please build the best long-term solution for the city.
30	29			open house	SPUI - No - I call this Point Fosdick - Plus. No traffic lights! Dual Fly Over - Will do, but the split diamond I think will do a better job. Split diamond - I believe the bleeding off of traffic south of Borgen onto Burnham and then 2,000' up to the main roundabout is a darn good idea. The Burnham - Harborview park, museum, and view sight is a great design. The placement of the roundabout at the north end of the existing park... good idea
31	30			open house	SPUI - Not sure how the left turn onto Canterwood Blvd would work Dual Fly Over - Like that through traffic can keep moving Split Diamond - Note sure about eliminating the Borgen exit but I guess we can get used to coming in from the back side. Not convenient for Canterwood and hospital access
32	31		Carl Krecht 9412 22nd AVE NE Gig Harbor, WA 98332	open house	Split Diamond. Put in as many lanes as possible.
33	32		Lowell Bernard 13102 Muir Drive Gig Harbor, WA 98332	open house	Get rid of the traffic circles. Washingtonians don't know how to use them safely or leave in with traffic lights to control speeds of vehicles approaching the circles. Currently, vehicles remain at speed as they get to the circle.
34	33		Linda MacDonald 10612 65th Ave NW Gig Harbor, WA 98332	open house	Dual fly over - not fond of Split Diamond - Probably the best. Ok - wish you could get a variance from fed. gov't to keep current on/off ramps at current roundabout too. Would be glad to force gun club to move. Worried about Burnham drive not being improved in a timely manner. Still concerned for ambulances for hospital. Rejected: wish Rosedale on/off ramps to overpass could be included.
35	34		John Sharp 11412 66th AVE NW Gig Harbor, WA 98332	open house	SPUI - Stop lights will delay traffic not make it flow. Split Diamond - The best choice by a mile.

	A	B	C	D	E
1	Item	Date	Comment from: name, contact info	Comment Source	Comment
35			George R Nelson PO Box 156 Gig Harbor, WA 98335 P (253) 851-9991 frontdesk@havenrest.com	open house	Split Diamond - This option gets my vote. Seems to come closest to solving traffic flow issues for the longest time. (Others may be inadequate to handle increased traffic by the time they're built) From a personal perspective - and work related - this option also seems to best facilitate traffic back into Gig Harbor on Burnham Drive. I work at Haven of Rest Cemetery and we may eventually have to direct guests to funeral services along City streets to get to Rosedale Street for frontage road up to cemetery (and to business beyond) Keep in mind: Please be attentive to Haven of Rest highway access. Even though not part of this project, consideration of options should be part of the conversation. Who is best contact at DOT to address these issues? Haven of Rest would appreciate meeting with this person.
36				open house	SPIUI - No Dual Fly Over - Good Split Diamond - Good Keep in mind: Please do not destroy the beauty of our city by taking all the trees out. And bike lanes & drinking fountains with dog access.
37			Miriam Battson 14022 51st Ave NW Gig Harbor, WA 98332	open house	SPIUI - Concerned that the traffic for hospital would back up freeway Dual Fly Over - Like the concept. Would like to see the Sehmel portion on split diamond added to this. How about flyover for hospital while you're at it. Split Diamond - new exit could work like the Sehmel piece. Keep in mind: Not sure that the hospital traffic has been taken into consideration.
38			Leland and Karen Elvert 11215 66th AVE NW Gig Harbor, WA 98332	Email	Regarding the open house of 10/17/07, our preference is the SPIUI. Please place 2 votes for us.
39			Ken & Cindy Manning 632 Woodhill Drive Gig Harbor, WA 98332	Email	I want to state my dismay first. Its too bad that a longer term plan was not used in the first place, prior to the current round abouts. We all knew that the development was going to happen in the area! I can remember 20 years ago, Tom Morphee, with PNA telling me that this exit would someday be the largest exit in the Gig Harbor area. Long prior to development being approved, and even long prior to the current approval of the current round-about. Why not look at the issue in a real long term view? Say 30 years . . . I am disappointed that these issues were presented as options, yet, I felt that one was being looked at as the one that will be decided upon. Will our thoughts matter? First, moving an exit seems to incur a lot of extra money. What about existing property that this plan drives over? Will it just be condemned as other properties have been in our community? Some of those party's did not feel it was a fair deal to them! What about those who want to just come this direction and go to the shopping center. Now you've placed a lot of traffic on Burnham. Yes I understand that that road will someday be The Fly over ramps, seems like a lot of money as well. Yet, it would allow the option of maintaining the current e The Split Diamond alternative is by far the most expensive, and the most disruptive to the current traffic issues. And where does the much needed Hospital fit into all this? Seems that an exit near the hospital is by far the best. Note ( we live near the current interchange, and listening to the sirens has not been great after these round-abo Although. Life and health are on the top of the list. Again, want to agree and acknowledge that the diamond plan would cost by far more money, and cause a lot of Those are my thoughts. I hope others feel the same way so that more creditability and consideration would be g Thank you for the opportunity to comment. I look for a resolution that works not only for those who currently live but also something that works for those future families that will live in the growing city of Gig Harbor.
40			Nancy Jo & Mark Jander	Email	Good evening, Emily. Thanks for a very interesting and pleasant set of mini-chats this evening! I look forward to how the B & B interchange morphs. As I mentioned, of the three designs on display tonight the one featuring the Rt. 16 north exit a quarter mile south on Burnham has my vote. The setup that depends on traffic lights and left turn lanes is at the bottom of the list, three standard deviations from the mean. As for the book that I alluded to, it is "The Visual Display of Quantitative Information" by Edward Tufte, Professor Emeritus at Yale. He has in print several other books that are of interest, as well. In addition, several years ago he made a stir when he suggested that the Power Point love-fest just might be hiding the fact that PP can be a poor platform for public presentations. If you pursue purchasing the book, the Amazon price ranges between \$20 and \$25. Keep to the right except when passing, Emily, Mark P.S. My feelings will not be hurt if you decide not to pursue purchasing the book. I always look at that as the flip side of any discussion in which a person recommends something like this - be it, a book, movie, play, etc. It is only fair to not put the person to whom you make such a suggestion under any obligation.
41					
42	41				Why wasn't this done or considered prior to the Costco Construction?
43	42				How was the "human" factor considered in the development of the alternatives
44	43				Can you provide copies in the gateway or on the Internet (city site)
45	44				Show impacts/improvements to allow convenient/safe non motorized transportation. East-west across 16 - +Cushman Trail interface
46	45				What took you so long the split diamond looks great
47	46				Split diamond has poor access for Hwy 16 to west side and poor access to Hwy 16 & Purdy

**DRAFT**

**PERFORMANCE ATTRIBUTE & REQUIREMENT DEFINITIONS**

<b><i>Performance Attribute</i></b>	<b><i>Definition</i></b>
<b>Traffic Operations SR 16</b>	Operations on SR 16 mainline and ramps
<b>Traffic Operations Local Streets</b>	Traffic Operations and access on city and county streets (Economic Vitality)
<b>Constructability</b>	Phasing, MOT during construction and impact to traveling public and businesses
<b>Utility Impacts</b>	Water, Sewer, Power, High Voltage
<b>R/W impacts</b>	Need to acquire / purchase R/W
<b>Compatibility with interim</b>	Interim project on existing Interchange to mitigate for traffic impacts (minimize throw away)
<b>Need for Additional Projects</b>	The interchange improvements would require additional projects on SR16, in the City, and Pierce Cuntly to create traffic distribution and keep acceptable level of service at critical intersections.
<b>Environmental Impacts</b>	Wetlands, Streams, EJ, Cultural Resources



**DRAFT**

**PERFORMANCE ATTRIBUTE MATRIX**

*Which attribute will provide the greater improvement to the project relative to Need and Purpose?*

									TOTAL	%
Traffic Operations SR 16	A	A/B	A	A	A	A	A	A	7.5	20.8%
Traffic Operations Local Streets	B		B	B	B	B	B/G	B	7.0	19.4%
Constructability	C			C	C	C	G	H	4.0	11.1%
Utility Impacts	D				E	F	G	H	1.0	2.8%
R/W impacts	E				F	G	H		2.0	6%
Compatibility with interim	F					G	H		3.0	8%
Need for Additional Projects	G						H		5.5	15%
Environmental Impacts	H								6.0	17%

36.0	100%
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**VALUE MATRIX**

**DRAFT**

Attribute	Attribute Weight	Concept	Performance Rating										Total Performance
			1	2	3	4	5	6	7	8	9	10	
Traffic Operations SR 16	21	Tight Diamond (SPUI)				4							83
		Fly over					5					104	
		SPUI				4						83	
		Split								8		167	
Traffic Operations Local Streets	19	Tight Diamond (SPUI)		2								39	
		Fly over				4					78		
		SPUI			3						58		
		Split							7		136		
Constructability	11	Tight Diamond (SPUI)		2								22	
		Fly over				4					44		
		SPUI		2							22		
		Split						6			67		
Utility Impacts	3	Tight Diamond (SPUI)				4						11	
		Fly over				4					11		
		SPUI				4					11		
		Split		2							6		
R/W impacts	6	Tight Diamond (SPUI)					5					28	
		Fly over					5				28		
		SPUI					5				28		
		Split		2							11		
Compatibility with interim	8	Tight Diamond (SPUI)			3							25	
		Fly over							8		67		
		SPUI		2							17		
		Split			3						25		
Need for Additional Projects	15	Tight Diamond (SPUI)			3							46	
		Fly over			3						46		
		SPUI			3						46		
		Split							8		122		
Environmental Impacts	17	Tight Diamond (SPUI)				4						61	
		Fly over					5				83		
		SPUI	1								17		
		Split						6			100		

OVERALL PERFORMANCE	Performance (P)	% Change Performance	Cost (C)	% Change Cost	Value Index (P/C)	% Value Improvement
Tight Diamond (SPUI)	315	<del>        </del>	17.5	<del>        </del>	18.016	<del>        </del>
Fly over	461	46%	30.2	-73%	15.269	-15%
SPUI	282	-11%	33.5	-91%	8.416	-53%
Split	633	101%	29.0	-66%	21.839	21%

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**VALUE MATRIX**

Attribute	Attribute Weight	Concept	Performance Rating										Total Performance
			1	2	3	4	5	6	7	8	9	10	
Traffic Operations SR 16	21	Tight Diamond (SPUI)				4							83
		Fly over					5						104
		SPUI				4							83
		Split								8			167
Traffic Operations Local Streets	19	Tight Diamond (SPUI)		2									39
		Fly over				4							78
		SPUI			3								58
		Split							7				136
Constructability	11	Tight Diamond (SPUI)		2									22
		Fly over				4							44
		SPUI		2									22
		Split						6					67
Utility Impacts	3	Tight Diamond (SPUI)				4							11
		Fly over				4							11
		SPUI				4							11
		Split		2									6
R/W impacts	6	Tight Diamond (SPUI)					5						28
		Fly over					5						28
		SPUI					5						28
		Split		2									11
Compatibility with interim	8	Tight Diamond (SPUI)			3								25
		Fly over							8				67
		SPUI		2									17
		Split			3								25
Need for Additional Projects	15	Tight Diamond (SPUI)			3								46
		Fly over			3								46
		SPUI			3								46
		Split							8				122
Environmental Impacts	17	Tight Diamond (SPUI)				4							61
		Fly over					5						83
		SPUI	1										17
		Split						6					100

OVERALL PERFORMANCE	Performance (P)	% Change Performance	Cost (C)	% Change Cost	Value Index (P/C)	% Value Improvement
Tight Diamonds (SPUI)	315	-32%	17.5	42%	18.016	18%
Fly over	461	<del>          </del>	30.2	<del>          </del>	15.269	<del>          </del>
SPUI	282	-39%	33.5	-11%	8.416	-45%
Split	633	37%	29.0	4%	21.839	43%



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**VALUE MATRIX**

Attribute	Attribute Weight	Concept	Performance Rating										Total Performance	
			1	2	3	4	5	6	7	8	9	10		
Traffic Operations SR 16	21	Tight Diamond (SPUI)				4								83
		Fly over					5							104
		SPUI				4								83
		Split									8			167
Traffic Operations Local Streets	19	Tight Diamond (SPUI)		2									39	
		Fly over				4							78	
		SPUI			3								58	
		Split							7				136	
Constructability	11	Tight Diamond (SPUI)		2									22	
		Fly over				4							44	
		SPUI		2									22	
		Split							6				67	
Utility Impacts	3	Tight Diamond (SPUI)				4							11	
		Fly over				4							11	
		SPUI				4							11	
		Split		2									6	
R/W impacts	6	Tight Diamond (SPUI)					5						28	
		Fly over					5						28	
		SPUI					5						28	
		Split		2									11	
Compatibility with interim	8	Tight Diamond (SPUI)			3								25	
		Fly over								8			67	
		SPUI		2									17	
		Split			3								25	
Need for Additional Projects	15	Tight Diamond (SPUI)			3								46	
		Fly over			3								46	
		SPUI			3								46	
		Split								8			122	
Environmental Impacts	17	Tight Diamond (SPUI)				4							61	
		Fly over					5						83	
		SPUI	1										17	
		Split							6				100	

OVERALL PERFORMANCE	Performance (P)	% Change Performance	Cost (C)	% Change Cost	Value Index (P/C)	% Value Improvement
Tight Diamond (SPUI)	315	12%	17.5	48%	18.016	114%
Fly over	461	64%	30.2	10%	15.269	81%
SPUI	282	<del>125%</del>	33.5	<del>13%</del>	8.416	<del>159%</del>
Split	633	125%	29.0	13%	21.839	159%

**DRAFT**


**VALUE MATRIX**

Attribute	Attribute Weight	Concept	Performance Rating										Total Performance
			1	2	3	4	5	6	7	8	9	10	
Traffic Operations SR 16	21	Tight Diamond (SPUI)				4							83
		Fly over					5						104
		SPUI				4							83
		Split								8			167
Traffic Operations Local Streets	19	Tight Diamond (SPUI)		2									39
		Fly over				4							78
		SPUI			3								58
		Split							7				136
Constructability	11	Tight Diamond (SPUI)		2									22
		Fly over				4							44
		SPUI		2									22
		Split						6					67
Utility Impacts	3	Tight Diamond (SPUI)				4							11
		Fly over				4							11
		SPUI				4							11
		Split		2									6
R/W impacts	6	Tight Diamond (SPUI)					5						28
		Fly over					5						28
		SPUI					5						28
		Split		2									11
Compatibility with interim	8	Tight Diamond (SPUI)			3								25
		Fly over							8				67
		SPUI		2									17
		Split			3								25
Need for Additional Projects	15	Tight Diamond (SPUI)			3								46
		Fly over			3								46
		SPUI			3								46
		Split							8				122
Environmental Impacts	17	Tight Diamond (SPUI)				4							61
		Fly over					5						83
		SPUI	1										17
		Split						6					100

OVERALL PERFORMANCE	Performance (P)	% Change Performance	Cost (C)	% Change Cost	Value Index (P/C)	% Value Improvement
Tight Diamond (SPUI)	315	-50%	17.5	40%	18.016	-18%
Fly over	461	-27%	30.2	-4%	15.269	-30%
SPUI	282	-55%	33.5	-16%	8.416	-61%
Split	633		29.0		21.839	

**City of Gig Harbor  
Community Development Dept.  
3510 Grandview St.  
Gig Harbor, WA 98335**

# Memo

**To:** Mayor Hunter and Council Members  
**From:** Dick J. Bower, CBO – Building/Fire Safety Director   
**CC:** Rob Karlinsey, file  
**Date:** 11/8/2007  
**Re:** Comprehensive Emergency Management Plan

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Recent events on the world stage have illustrated the importance of emergency preparedness and planning on a community's ability to survive and recover from disasters. A basic element of community emergency planning is the Comprehensive Emergency Management Plan (CEMP), which guides the community's response and recovery efforts and assists in coordinating efforts of community leaders, administrators, responders and emergency managers in times of crisis.

The plan, to be presented as a resolution for your consideration at the November 26<sup>th</sup> meeting, (a bound copy accompanies this memo) reflects the state-of-the-art in emergency preparedness planning while being consistent with plans of other local jurisdictions as well as those of Pierce Co., the State of Washington, and the National Incident Management System (NIMS). It takes an all-hazard approach to emergency management by providing guidance on responses to both natural and man-made emergencies and disasters that may strike the Gig Harbor community as identified in the Hazard Inventory and Vulnerability Analysis. The plan has been reviewed and found acceptable by the City's department directors as well as by our response partners in the Pierce Co. Department of Emergency Management and Pierce Co. Fire District #5.

The CEMP, along with the City's Water and Sewer Emergency Response Plan (Aug. 2005); Continuation of Operations and Continuation of Government plans (under development); and all hazards mitigation plan (under development); will provide the City with complete and NIMS compliant emergency management plans as part of its overall emergency management program.



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT  
MEMORANDUM**

**TO:** Mayor Hunter and City Council Members  
**FROM:** David Brereton, Interim Community Development Director *DB*  
**SUBJECT:** Street Vacation Checklist  
**DATE:** November 13, 2007

At the request of the City Council, staff was directed to create a checklist for use by the City of Gig Harbor for street and alley vacation requests. Attached is a draft for review and comment.



## VACATION OF STREETS AND ALLEYS

### GIG HARBOR MUNICIPAL CODE CHAPTER 12.14

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

Site address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Parcel Number: \_\_\_\_\_

#### OWNER REQUIREMENTS

- The petition or resolution shall be filed with the city clerk, and the petition shall be signed by the owners of more than two-thirds of the property abutting upon the part of such street or alley sought to be vacated. [GHMC § 12.14.002 (c)].
- Nonrefundable payment to the City of a pre-hearing fee of \$150.00, to defray the administrative cost incurred in processing such vacation petitions [GHMC § 12.14.004 (a)].
- Legal description prepared by a Licensed Surveyor of area to be vacated [GHMC § 12.14.002 (b)].
- Location map showing surrounding street network, existing utilities, and adjacent properties labeled with ownership, site addresses, and parcel numbers.
- Site map prepared by a Licensed Surveyor showing the existing property and street vacation areas with dimensions (using bearings and distances), calculated square footage, two-foot contours, existing easements, wetlands and trails or other relevant information.
- At the time the City Council recommends granting a vacation petition, the petitioner shall deposit a \$500.00 appraisal fee with the Public Works Director [GHMC § 12.14.004 (b)]. Appraisal fee not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].
- Compensation to the City for vacation if applicable [GHMC § 12.14.018]. Compensation not required if qualified under the Non-user Statute [GHMC § 12.14.018 (c)].

#### CITY REVIEW

- Determine Non-user Statute application.
- Verify all information provided in the petition, legal description, location map, and site map.
- Describe topography and vegetation (forested, cleared, etc.) using GIS aerial and digital camera photos of site.
- Verify existing utilities or call One Call Locate to determine what utilities are on the property.
- Determine proposed vacation's consistency with City of Gig Harbor Comprehensive Plan (i.e. transportation element).
- Determine current extent of public use of area proposed to be vacated as a Prescriptive Easement.
- Determine possible retention for future public uses: Roadway, water, sewer, storm drainage, parking facilities, parks, view areas, and access to waterfront.

**VACATION OF STREETS AND ALLEYS**  
**GIG HARBOR MUNICIPAL CODE CHAPTER 12.14**  
**PAGE 2**

- Develop history of area proposed to be vacated including when area was purchased, dedicated, or otherwise acquired.
- Determine compensation for vacation as described in GHMC § 12.14.018 if applicable.
- Verify payment of pre-hearing \$150 fee and \$500 appraisal fee.
- Prepare aerial vicinity map.
- Prepare Council Resolution.
- Post notices of Public Hearing.
- Determine hearing date.
- Legal Review



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Staff Report - 2007  
Comprehensive Plan Amendments

**Proposed Council Action:** Review in preparation of November 26, 2007 public hearing.

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner *JK*

**For Agenda of:** November 13, 2007

**Exhibits:** Proposed Amendments; Planning Commission recommendation; Minutes of October 18, 2007 Planning Commission; Staff Report to Council on neighborhoods dated October 8, 2007

Initial & Date

**Concurred by Mayor:** *CLH 11/8/07*  
**Approved by City Administrator:** *RSK 11/7/07*  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** *N/A*  
**Approved by Department Head:** *Dolan 11/7/07*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

The intent of this staff report is to provide the Council members an opportunity to familiarize themselves with the proposed amendments and criteria of approval prior to the public hearing and first reading of ordinance scheduled for November 26, 2007.

On September 10, 2007, the City Council has forwarded to the Planning Commission three (3) Comprehensive Plan amendments for processing in the 2007 cycle:

**COMP 07-0002:**

An amendment to the Community Design Element to add a Neighborhood Design section and map and a Residential Development Design section to the Community Design Element. The City of Gig Harbor proposes adding the neighborhood design section to recognize and retain the unique neighborhoods and design characteristics of the harbor. Eight neighborhoods are proposed: View Basin, Soundview, Gig Harbor North, Peacock hill, Rosedale/Hunt, Westside, Bujacich Road/NW Industrial, and Purdy. The new housing development section will provide a framework for developing and amending performance standards for new housing developments, in particular tree retention and planting and lot and street layout.

**Proponent:** City of Gig Harbor Planning Department, Tom Dolan, Planning Director, 3510 Grandview Street, Gig Harbor, WA 98335

**COMP 07-0003:**

An amendment to the Transportation Element to respond to the comments provided to the City by the Puget Sound Regional Council (PSRC). In general the text changes would adopt LOS standards for state-owned facilities, update population and travel demand growth assumptions to incorporate population allocations adopted by Pierce County and add policies to be consistent with Destination 2030, Vision 2020 and Pierce County Countywide Planning Policies. Addressing PSRC’s comments will allow the PSRC to recommend full certification of our Transportation Element of the Comprehensive Plan.

**Proponent:** City of Gig Harbor, Stephen T. Misiurak, P.E., City Engineer, and Emily Appleton, P.E., Senior Engineer, 3510 Grandview Street, Gig Harbor, WA 98335

**COMP 07-0004:**

An amendment to the Capital Facilities Element to update, revise and add to the City’s list of stormwater, water system, wastewater, parks and open space projects.

**Proponent:** City of Gig Harbor, Administration, 3510 Grandview Street, Gig Harbor, WA 98335

The Planning Commission reviewed the three proposed amendments at its October 18, 2007 meeting and held a public hearing. Approximately twenty (20) members of the public were at the meeting and seven (7) testified or provided written comments. In general, those testifying were in favor of the Planning Commission work or were requesting clarification on the proposals. No member of the public expressed displeasure in the proposed amendments. After the public hearing, the Planning Commission voted to recommend approval of the three proposed amendments with no changes.

**POLICY ANALYSIS**

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the Planning Commission’s recommendations and after considering the criteria found in GHMC 19.09.170 and 19.09.130 make written findings regarding each application’s consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria should be approved.

**19.09.170 Criteria for approval.**

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application’s consistency or inconsistency with each of the following criteria:

- A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;
- B. The proposed amendment will not adversely impact the city’s ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;
- C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon;



nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;

D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

#### **19.09.130 Considerations for decision to initiate processing.**

Before rendering a decision whether the individual comprehensive plan amendment proposal may be processed during any year, the city council shall consider all relevant facts, including the application materials, as well as the following items:

A. Whether circumstances related to the proposed amendment and/or the area in which it is located have substantially changed since the adoption of the comprehensive plan; and

B. Whether the assumptions upon which the comprehensive plan is based are no longer valid, or whether new information is available which was not considered during the initial comprehensive plan adoption process or during previous annual amendments.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on September 26, 2007 for as per WAC 197-11-340(2). The comment period for the DNS expires on November 25, 2007.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

Having reviewed the proposed 2007 Comprehensive Plan amendments after a public hearing at its meeting of October 18, 2007, the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** the proposed Comprehensive Plan amendments.

**RECOMMENDATION / MOTION**

Review in preparation of November 26, 2007 public hearing.



COMMUNITY DEVELOPMENT DEPARTMENT

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR DESIGN REVIEW BOARD 2007 COMPREHENSIVE PLAN AMENDMENTS

**TO:** City of Gig Harbor  
**FROM:** Jennifer Kester, Senior Planner  
**DATE:** November 1, 2007  
**RE:** Applications: COMP 07-0002, COMP 07-0003, and COMP 07-0004

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Having reviewed the Comprehensive Plan amendments included in the 2007 cycle after a public hearing at its meeting of October 18, 2007, the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** the following Comprehensive Plan amendments:

**COMP 07-0002:**

An amendment to the Community Design Element adding a Neighborhood Design section and map and a Residential Development Design section to the Community Design Element. The neighborhood design section will recognize and retain the unique neighborhoods and design characteristics of the harbor. The new housing development section will provide a framework for developing and amending performance standards for new housing developments.

**COMP 07-0003:**

An amendment to the Transportation Element to respond to the comments provided to the City by the Puget Sound Regional Council (PSRC). The text changes would adopt LOS standards for state-owned facilities, update population and travel demand growth assumptions incorporating population allocations adopted by Pierce County and add policies to be consistent with Destination 2030, Vision 2020 and Pierce County Countywide Planning Policies.

**COMP 07-0004:**

An amendment to the Capital Facilities Element to update, revise and add to the City's list of stormwater, water system, wastewater, parks and open space projects.

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.130 and 19.09.170. The recommendation is based on the following information and analysis:

1. The text amendments will not change the allowed intensities and densities of development and therefore no transportation capacity evaluation is required.
2. The changes to the Community Design Element will not affect sewer, water or capital facility level of service standards as the policies relate to site design, such as architecture, layout and landscaping. The amendments to the Transportation Element and Capital Facilities Element will improve the City's ability to provide sewer, water and other public facilities and services through updated funding mechanisms and consistency with regionally planning efforts.
3. The amendments will not result in a change to residential capacities for the city or UGA or result in developments not achieving minimum densities. The amendments to the Capital Facilities Element will ensure that adequate facilities can be constructed to provide for the projected 20-year residential need. The amendments to the Community Design element will affect lot layout and amenity requirements, but not densities.
4. The amendments will update the transportation, sewer, park, storm water, waste water and open space capital facilities plan so that the City can provide necessary infrastructure to serve the development projected by the Comprehensive Plan.
5. The amendments are consistent with the goals, policies and objectives of the comprehensive plan in that:
  - a. The Community Design Element of the Comprehensive plan seeks to assure that future development respects and enhances Gig Harbor's built and natural environment (Introduction, 3-1). Goal 2.2 asks that the City to define a pattern of urban development which is recognizable, provides an identity and reflects local values and opportunities. Goal 2.2.1(b) states that the City should emphasize and protect area differences in architecture, visual character and physical features which make each part of the urban form unique and valuable. The amendments to the Community Design Element will further these goals by refining policies for the built form.
  - b. The amendments to the Transportation Element will revise information that was internally inconsistent with the current Comprehensive Plan.
  - c. The City's Comprehensive Plan seeks to keep pace with the population and commercial growth through the funding of capital improvements that manage and allow for the projected growth. The amendment to the

Capital Facilities Element will allow the city to better address the planning area's transportation, sewer, park, storm water, wastewater and open space needs through adequate capital facility planning and funding.

6. The Planning Commission does not believe that the approval of all of the amendments will create a demand for land use designation changes. In the future, the City may desire to fully implement the neighborhood design areas through the development of sub-area plans. These plans may change land use designations.
7. The amendments are consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements in that:
  - a. The Growth Management Act allows City's to include a Community Design Element in its comprehensive plan. The amendment further refines the design goals and policies of the City of Gig Harbor. Pierce County's County Wide Planning Policies do not specifically address neighborhood design or residential development design policies outside of designated centers (the City of Gig Harbor is not a designated center); however, the creation of design policies and implementing design standards is not prohibited.
  - b. The amendments to the Transportation Element would: incorporate population allocations adopted by Pierce County; include Washington State Department of Transportation and Puget Sound Regional Council level of service standards; and, add policy themes from Destination 2030, Vision 2020 and Pierce County Countywide Planning Policies.
  - c. The amendments to the Capital Facilities Element is consistent to Growth Management Act and Pierce County countywide planning policies in that the amendments will allow the City to improve infrastructure and allow for the projected growth within the City and UGA boundary.
8. The Planning Commission does not believe that the approval of all of the amendment will have a cumulative adverse effect on the City.
9. The amendments are based on infrastructure and design needs identified since the last update to the Comprehensive Plan in 2006.

Theresa Malich, Chairman  
Planning Commission



Date 11/ 1/2007.

cc: Planning File

M:\Advance Planning\Comp Plan Updates\2007 Comp Plan Amendments\PC recommendation - 110107.doc

**City of Gig Harbor Planning Commission/Design Review Board/City Council  
Minutes of Joint Work-Study Session and Public Hearing  
October 18, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Joyce Ninen, Jill Guernsey, Theresa Malich, and Dick Allen. Design Review Board members Kae Patterson, Rick Gagliano and Jane Roth Williams were present. City Councilmembers Tim Payne, Steve Ekberg, Bob Dick and Paul Conan were present along with Mayor Chuck Hunter. Commissioner Harris Atkins, Jim Pasin and Jeane Derebey were absent. Staff present: Jennifer Kester, Tom Dolan, and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

**CALL TO ORDER:** 5:10 p.m.

Chairman Theresa Malich called the meeting to order and announced that comment sheets were available for those unable to stay for the public hearing.

The meeting began with discussion of the Neighborhood Design Area Map. Senior Planner Jennifer Kester explained the map and noted that Councilmember Young had sent an e-mail to staff with his concerns with the Olympic/Point Fosdick areas and invited the Planning Commission members to discuss their thought process in defining the neighborhood areas. Ms. Malich explained how the Planning Commission had divided themselves into three different groups and brainstormed the various neighborhoods. Planning Director Tom Dolan stated that at the last council meeting they had voiced their desire to hear the reasoning in developing the neighborhoods.

Planning Commissioner Joyce Ninen asked what the differences were between the old maps and the new and Ms. Kester explained that there were no changes to the map, just in the layout. Design Review Board member Rick Gagliano said that it was important to note the text that went along with these different neighborhoods describing their characteristics. Mr. Gagliano addressed Councilmember Young's concern and Ms. Kester talked about the overall goal to create a sub area plan where the definition of these neighborhoods will be further developed.

Councilmember Steve Ekberg stated that conceptually when they started thinking about neighborhoods some of the Councilmembers wanted to know how those neighborhoods were designed. Chairman Malich emphasized the need to look at the text that goes along with the map. Ms. Kester pointed out which pages were the policies related to the map. Commissioner Guernsey stated that they had decided that the zoning was not the only consideration; they looked at it more as individual communities. Ms. Malich said that they were open to changing the map after input tonight.

Ms. Kester added that the beginning of this discussion was the Mayor's idea of the "bulls eye" approach. She also showed them on the map where they had considered the topography in defining the view basin. She further explained each of the neighborhoods.

Mr. Dolan noted that several of the Commissioners and staff had driven around to get a feel for the different neighborhoods.

Mr. Gagliano asked if everyone had had a chance to read the text for the view basin and Ms. Kester went over how the language had been developed. Mr. Gagliano said he would like to put the sub area plans further into the future. He stated that the development of regulations for each of these neighborhoods may lead to neighbors feeling like they had more onerous regulations placed on them.

Mayor Chuck Hunter asked about giving some latitude on either side of the line. Mr. Gagliano said they had discussed that. He then went over several areas that had been discussed at length and their reasoning for different divisions.

Councilmember Bob Dick went over what he had perceived as Councilmember Young's concerns with differing regulations within one commercial district. Mr. Gagliano explained the bubble concept that had begun their brainstorming session and what was reflected in the design manual. Discussion followed on the attributes of the various neighborhoods.

Councilmember Ekberg complimented the group on the neighborhood map and the work done. He said that it was helpful hearing how they had discussed and arrived at each of the individual neighborhoods. He asked if there had been much discussion of the area at the top of Rosedale. Mr. Gagliano said they had discussed it and Ms. Kester explained that it had been different initially and then through much discussion had changed. Discussion followed on the transportation connections.

Mayor Hunter explained his initial idea behind the bulls eye approach and the need for the view basin to have some more restrictive standards that don't necessarily work in other areas. Mr. Gagliano noted that the neighborhoods do extend into the Urban Growth Area. Mr. Dolan noted that there were annexation applications in for the donut hole and for 380 acres in the Purdy area.

Chairman Malich asked if anyone felt that there were changes necessary to the lines. Councilmember Paul Conan said that the real desire was just to hear how the lines were developed. He emphasized that he had wanted to hear that each of these neighborhoods were going to work together. Mr. Gagliano stated that part of their discussion was if the design manual requirements were just going to get less and less as you moved further and further away from the view basin or that there would be more of a matrix approach. He went on to discuss that there was a concern that they would end up with areas of the city where design review was easier and therefore resulting in less desirable development. Ms. Kester then discussed the front setback line requirement and used that as an example of something that is desirable in some areas and not in others. Mr. Gagliano also emphasized that they wanted the design review process to start earlier and help them identify when a project doesn't fit the neighborhood.

Councilmember Tim Payne said that he felt they had done a tremendous job and he saw the logic in the neighborhoods and Councilmember Ekberg said he appreciated the face to face meeting and the opportunity to understand the thought process behind the map. Ms. Malich said that she really thought that the best tool that had come out of this was the text describing the neighborhoods.

Councilmember Dick said that he still understood Councilmember Young's concern but also saw that a decision had to be made as to where the line was and that they can also be adjusted in another comprehensive plan change when they are closer to the design manual changes. Mr. Gagliano asked if it was plausible to adopt the text without the map. Ms. Kester said it could be done but that she didn't think that it would be possible to implement the design manual changes without the map. Mr. Dick stated that he would rather watch it closely over the next year. He stated that it was preferable to adopt something imperfect rather than adopting nothing. Mr. Dolan agreed that it was worth it to adopt it now and make small changes later. Ms. Kester said that a regulation could be written in that would allow someone to go the DRB for a neighborhood deviation and that there were several options to allow this to be a little more fluid. Mayor Hunter said that he was very happy with what they had accomplished.

Chairman Malich called a five minute recess at 5:55. The meeting was reconvened at 6:05 p.m.

1. **City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335** – Application for a Comprehensive Plan text amendment (COMP 07-0004) to amend the Capital Facilities Element to update, revise and add to the City's list of Stormwater, water system, wastewater, parks and open space projects.

Ms. Kester began with a brief staff report stating that the City Council had adopted a process for Comprehensive Plan amendments and the need for the Planning Commission to make findings that meet certain criteria. She explained that this first amendment was an update of the list and introduced Emily Appleton Senior Engineer. Ms. Appleton explained that most of the changes were for removal of projects that have been completed and the addition of new projects for the future. She explained that they were in the process of updating their utility comp plans and should have a draft to do an update for the 2008 cycle. Ms. Kester said that it was probably not necessary to go through each of the items but rather to address any questions that the Planning Commission may have. Ms. Kester noted where the additional parks and trails projects were as that had been a concern of the commission. Ms. Ninen asked about page 12-5 and the additional water rights. Ms. Kester noted that she believed that that occurred in 2005 and was converting a back up well into a permanent well and the state had allowed us to take more water out of our wells. Ms. Guernsey noted a typographic error and Ms. Malich asked about page 12-2, where it talks about the discharge of sewer. Ms. Ninen asked about revenue sources and was there discussion of a B & O tax being proposed. Ms. Kester said that she was not aware of any discussion of that. Discussion followed on the Hospital Benefit Zone and how those tax dollars worked. They also discussed future water rights. Ms. Ninen asked about page 12-2 where it references the vision statement and Ms. Kester



stated she could get them a copy. Ms. Guernsey pointed out an area that could be worded better. It referenced “the jurisdiction” rather than the City of Gig Harbor on page 12-18. Ms. Appleton noted that this amendment was more the update to the table and that a more in depth look at the language would occur at a later date.

2. **City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335** – Application for a Comprehensive Plan text amendment (COMP 07-0003) to amend the Transportation Element to respond to the comments provided to the City by the Puget Sound Regional Council (PSRC).

Ms. Appleton went over that the proposed changes in response to a letter from Puget Sound Regional Council. She went over their comments and how they had been addressed in the comp plan. Ms. Guernsey asked for clarification on two of the pages and Ms. Appleton clarified their meaning. Ms. Guernsey asked if PSRC numbers assumed no annexations and Ms. Kester answered that it appeared that they did not account for future annexations. Ms. Appleton continued going over each of the PSRC comments and where the change had been made. Ms. Kester explained that it was necessary for PSRC to certify the transportation element of the comp plan in order to achieve grants and other funding.

The Planning Commission members asked about some of the various transportation projects and Ms. Appleton gave them an update on the upcoming projects. Ms. Appleton said that they are in the process of doing a 20 year traffic model where some additional changes will be made and she explained how public comment will be solicited.

3. **City of Gig Harbor, 3510 Grandview St., Gig Harbor WA 98335** – Application for a Comprehensive Plan text amendment (COMP 07-0002) to amend the Community Design Element adding Neighborhood Design and Residential Development Design Sections and a Neighborhood Design Area map.

Senior Planner Jennifer Kester went over the community design element change, noting that there were two purposes for this change; to recognize different neighborhoods within the city and to add a residential development design section. She explained that this is a policy document not code. She noted where she had added language as discussed at the last meeting. Ms. Guernsey suggested that in 3.12.1 perhaps we should add language about residential remodels. Kurt Latimore pointed out that the overall goal references “new” and it was decided that the word “new” be removed. Ms. Kester explained the process for adoption of these regulations.

Chairman Theresa Malich called a recess at 6:50 prior to the public hearing. The meeting was reconvened at 7:00 p.m.

Chairman Malich opened the public hearing at 7:01 p.m.

Senior Planner Jennifer Kester went over the three proposed amendments to the comprehensive plan. Ms. Malich explained that within each neighborhood there are different zoning designations and that this map did not affect those zones.

Mark Shoen, 2002 Sullivan Drive, Gig Harbor

Mr. Shoen talked about the connector from Burnham to Borgen. Ms. Appleton replied that it will be part of the update next year as there had not been a funding source or timeline identified.

Tracey Perkins, 4216 31<sup>st</sup> Ave Ct NW, Gig Harbor

Ms. Perkins asked about the retention of trees and whether that requirement may be changed. Ms. Kester explained that there would not be numeric changes in these policies. She noted that it may be changed with the next phase when specific regulations are developed. She also noted that it had been discussed in this policy that perhaps there should be a bigger buffer along the road and more of an emphasis on the quality of the buffer.

Gretchen Wilbert, 8825 N Harborview Drive, Gig Harbor

Ms. Wilbert complimented everyone on their job on this and asked about where Rosedale/Hunt, joined Bujacich and asked what neighborhood the Boys and Girls Club would be and Ms. Kester said that it would be in the Rosedale/Hunt neighborhood. Ms. Wilbert asked if they anticipated that there could be some housing in the Bujacich area and Ms. Kester said that there had been a proposal for some senior housing in that area. Ms. Wilbert then asked about Peacock and Gig Harbor North at 112<sup>th</sup> and why was Gig Harbor North coming right up to Peacock Hill. Ms. Malich said that they had discussed that since that parcel had been a part of the annexation and that it had been a part of the planned community development of that area. She also noted that both of those areas will need to talk to each other and not place their backs to each other. Ms. Wilbert thanked everyone.

Commissioner Dick Allen asked about the area where some senior housing was proposed. Ms. Kester noted that this does not affect zoning, just the design of that housing. Ms. Malich asked about the zoning of the property along Peacock and Ms. Kester noted that it was all lower density residential.

Mark Shoen, 2002 Sullivan Drive, Gig Harbor

Mr. Shoen asked about the roundabout and when it was coming before the City Council and Ms. Appleton said that it will be coming to council in December as long everything goes smoothly.

Linda Chambers, 5821 Soundview Drive, Gig Harbor

Ms. Chambers asked if there were going to be zoning changes and Ms. Malich explained that these are not zoning changes just design issues. Ms. Kester said that some of those changes may happen in the future but that it wouldn't happen without public input.

Ms. Guernsey emphasized that they had been talking about the vision of the city and decided that maybe the vision is more in individual neighborhoods and that is how this map was developed. She also pointed out where the city limits were located and the urban growth area.

Anthony Miles, 3602 47<sup>th</sup> St Ct., Gig Harbor

Mr. Miles suggested that this would be a better plan with the inclusion of the zoning densities and asked if the properties have to ask to be annexed. Ms. Kester answered that there are two processes where the city can ask residents and where residents can petition for annexation.

Kae Paterson asked that Ms. Kester explain the Growth Management Act and the Urban Growth Area. Ms. Kester gave a brief explanation of these and how they impact regulations within the city. Ms. Guernsey gave examples on the map and how GMA affected various densities.

Chairman Theresa Malich closed the public hearing at 7:30 p.m.

**MOTION:** Moved to recommend adoption of the proposed Comprehensive Plan Amendments 07-002, 07-003 and 07-004 and direct staff to prepare findings for signature. Guernsey/Ninen – Motion passed unanimously.

Chairman Theresa Malich called a 5-minute recess. The meeting reconvened at 7:40 p.m.

Ms. Kester talked about the next meeting on November 1<sup>st</sup> and that the meeting will be at 5:00 p.m. She said that there is a VIP opening of Costco that night at 6:00 p.m. and that the Planning Commission is invited. She stated that she will bring back the findings for signature and will talk about the schedule for the coming year.

**UPCOMING MEETINGS**

November 1st, 2007 at 5:00 p.m.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 7:45 p.m. Ninen/Guernsey – Motion passed unanimously.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject: Staff Report – Comprehensive Plan  
Neighborhood Design Areas**

**Proposed Council Action:  
Review**

**Dept. Origin:** Planning

**Prepared by:** Tom Dolan *TD*

**For Agenda of:** October 8, 2007

**Exhibits:** Draft Neighborhood Design Area  
Map

Initial & Date

**Concurred by Mayor:** *CHH 10/3/07*

**Approved by City Administrator:** *RJK 10/3/07*

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** *Dave 10/3/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The Planning Commission's 2007 work program (which was approved by the City Council) included a major effort to improve the design review process. The Planning Commission and the Design Review Board have been meeting jointly since February to identify and develop several needed text amendments that simplify and streamline the design review process. The needed code amendments were identified as Phase 1 of the overall effort. To date, a number of code amendments have been adopted by the City Council. These code amendments have already had a significant positive effect on the design process.

Phase 2 was identified in the initial stages of the project as the development of needed amendments to the City's Comprehensive Plan which would address additional process improvements. One of the goals of Phase 2 was to examine whether or not the design review standards need to be the same throughout the City. Concern was expressed at an early stage that the existing design standards were originally developed for the view basin and that not all of the standards were appropriate for every area of the City. For example, requiring commercial buildings to be located to the front property line might be appropriate for the downtown area but that same standard may not be appropriate for the west side commercial or Gig Harbor North. Another example affects the employment districts. Questions have been raised as to whether the same design requirements for building modulation and materials should be applied to both warehouses and commercial buildings.

The Planning Commission and Design Review Board considered these issues at several meetings. At this point, their proposal has been to designate 8 neighborhood design areas

within the City and the adjacent Urban Growth Area. Copies of the draft neighborhood design areas map are attached. It is important to understand that the boundaries on the map are in draft form and that under further study they may change. One potential result of the development of the 8 neighborhood design areas could be the development of area specific design standards that are consistent with the desired character for the area.

The draft neighborhood areas are tentatively designated as: Soundview, View basin, Rosedale/Hunt, Westside, Peacock Hill, Gig Harbor North, Purdy and the Employment District.

The Planning Commission is scheduled to hold a public hearing on all of the 2007 Comprehensive Plan Amendments on Thursday, October 18. Over 4,000 postcards advertising the public hearing have been mailed out and a large advertisement will be placed in the Gateway newspaper. One of the amendments is the designation of neighborhood design areas. It is anticipated that there will be a substantial discussion of the proposal at the public hearing. The Planning Commission is scheduled to forward their final recommendations on the 2007 Comprehensive Plan Amendments to the City Council in November. Additional opportunity for public input will be available during the City Council's consideration of the amendments.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

None/Informational Purposes Only

**Application COMP 07-0002:  
Community Design Element**

## **Amending Chapter 3 Community Design Element, adding neighborhood design and residential development design policy sections (PL-ZONE-07-0002)**

The City of Gig Harbor Planning Commission and Design Review Board propose adding a neighborhood design section and a residential development design section to the Community Design Element of the City of Gig Harbor Comprehensive Plan.

- The neighborhood design section would add one new goal (3.9) with four policies (3.9.1 through 3.9.4) on page 3-6 of the Chapter 3. A corresponding neighborhood design area map would be added to Chapter 3.
- The residential development design section would add four new goals (3.10 through 3.13) with fourteen (14) policies (3.10.1 through 3.13.1) after the new neighborhood design section on page 3-6 of the Chapter 3.
- Existing goals and policies, starting with existing goal 3.9, would be renumbered to allow the insertion of these two sections.

The City of Gig Harbor Planning Commission and Design Review Board propose adding the neighborhood design section to recognize and retain the unique neighborhoods and design characteristics of the harbor. The new residential development design section will provide a framework for developing and amending performance standards for new residential developments. The Planning Commission and Design Review Board feel the current standards for new residential developments do not ensure adequate retention of natural conditions or ensure the creation of adequate housing amenities.

The Community Design Element of the Comprehensive plan seeks to assure that future development respects and enhances Gig Harbor's built and natural environment (Introduction, 3-1). Goal 2.2 asks that the City define a pattern of urban development which is recognizable, provides an identity and reflects local values and opportunities. Goal 2.2.1(b) states that the City should emphasize and protect area differences in architecture, visual character and physical features which make each part of the urban form unique and valuable. The proposed amendments will further these goals by refining policies for the built form.

The Growth Management Act allows cities to include a Community Design Element in its comprehensive plan. The proposed amendment further refines the design goals and policies of the City of Gig Harbor.

Pierce County's Countywide Planning Policies do not specifically address neighborhood design or residential development design policies outside of designated centers (the City of Gig Harbor is not a designated center); however, the creation of design policies and implementing design standards is not prohibited.

## Chapter 3 COMMUNITY DESIGN

### Introduction

The way in which people experience their community and interact with one another is determined, in large measure, by a community's design. Designs which emphasize "community" are those which invite human presence, arouse curiosity, peak interest, and allow for interaction of people. This aspect of "community development" has become notably absent over the past several years as development has become increasingly internalized and privatized and as communal elements of design have been replaced by a more austere form of architecture.

Where design is not a consideration, city planning is often reduced to a parcel-and-pod review process which fails to recognize the functional and visual links between developments. This oversight has resulted in the creation of towns without town squares, downtowns without shoppers, cities without identities, and communities without communion. The City of Gig Harbor is fortunate to have retained many features of a community and recognizes its opportunities to build upon its existing characteristics. However, it is also recognized that recent development trends have detracted from Gig Harbor's small town quality.

During the fall of 1992, the City of Gig Harbor conducted a visioning forum to ask citizens what characteristics of their community they like best and what changes they would like to see take place. While a limited number of design concepts were presented, the forum was not structured to provide solutions as much as to receive public input on existing characteristics of the community. It was evident from the forum survey that citizens liked Gig Harbor's small town scale, and that they most favored development which reflected the town's historic form of architecture and which preserved the harbor's natural beauty. The City has therefore adopted goals and policies to assure that future development respects and enhances Gig Harbor's built and natural environment.

The following goals and policies are quite specific and may appropriately be considered as general guidelines for development. However, as statements of goals, they are adopted as a Design Element of the City's Comprehensive Plan with the understanding that more specific guidelines must be developed and that zoning code revisions will be required to achieve these goals.

### COMMUNITY DESIGN

**GOAL 3.1: ASSURE THAT NEW COMMERCIAL AND RESIDENTIAL PROJECTS INCLUDE AN ACTIVE INTERFACE BETWEEN THE PUBLIC AND PRIVATE REALMS.**



### **3.1.1. Create outdoor "people" spaces**

Require new commercial development to have outdoor "people" spaces incorporated into its design. Examples of appropriate people spaces include the following:

- (a) Plazas or common areas (described below).
- (b) Pocket parks.
- (c) Covered walkways and colonnades which incorporate seating areas.

### **3.1.2. Provide public orientation**

Prohibit designs which provide no public (street) orientation.

- a) Require that commercial structures include shops, storefronts, plazas or common areas on all sides visible to the public right-of-way.
- b) Prohibit designs which line streets with privacy fences or blank walls.

### **3.1.3. Keep commercial structures in foreground of development.**

Emphasize structures, landscaping, and common areas at the street face and encourage side or rear lot parking areas.

### **3.1.4. Encourage houses which engage the neighborhood.**

House designs with clearly defined entrances are much more inviting than the intimidating appearance of the hidden entrance.

- a) Encourage front porches with well-defined entrances.
- b) Discourage designs which hide or obscure the front entry.
- c) Discourage designs which emphasize vehicular enclosure over human habitation. As much as possible, garages should appear as a secondary element in the design of structures.
- d) Encourage generous use of windows on house fronts. A solid/void ratio of 30 - 35% is ideal (e.g., 30% of wall surface in windows).

## **GOAL 3.2 PROVIDE FUNCTIONAL LINKS BETWEEN DEVELOPED AND DEVELOPING PARCELS.**

### **3.2.1. Link development with connecting paths.**

Require perimeter sidewalks and/or traversing paths, (depending on adjacent pedestrian links) on all commercial and multi-family housing projects. These should connect to all logical points of entry on adjacent parcels and/or be consistent with an approved master trails plan for the City.

### **3.2.2. Facilitate pedestrians access.**

Provide pedestrian corridors and "gateways" through and/or between structures, perimeter fences, berms and buffers, together with necessary access easements.

**3.2.3. Limit asphalt areas.**

Allow and encourage shared parking between developments.

**3.2.4. Develop user-friendly bus stops.**

In Coordination with Pierce Transit, incorporate on-site bus stops as an amenity to the site and to riders. Bus stops should be inviting and must include more than a sign and a bench on the street edge. Ideally, bus stops should be incorporated into on-site public spaces.

**3.2.5. Develop a master trails plan for the City.**

A master trails plan will help to identify appropriate locations for paths and trails which link recreational, commercial, and residential areas. The trails plan should be used as a guide when reviewing all future development proposals and when considering property acquisition for recreational and public transportation improvements.

**GOAL 3.3: CREATE COMMERCIAL CENTERS WHICH PROVIDE HIGH LEVELS OF PUBLIC AMENITIES IN AREAS DETERMINED APPROPRIATE FOR COMMERCIAL, HIGH DENSITY RESIDENTIAL, OR MIXED USES**

**3.3.1. Develop common areas.**

Functional and attractively designed common areas facilitate pedestrian activities, enhance the shopping experience, link adjacent business areas, serve as a transition point between commercial and residential areas, and provide a pleasing aesthetic element to commercial development. Common areas should be provided on site or in close proximity to all new commercial development.

- a) Develop minimum common area standards for both small and large scale commercial development.
- b) Encourage the provision of public restrooms, drinking fountains, telephones and seating areas in both sunny and shaded locations. These should be attractively landscaped and be designed to compliment the design of commercial structures

**3.3.2. Encourage limited outdoor activities.**

Some types of outdoor activities provide color, activity, and a sense of vibrancy to commercial areas. Allow limited numbers of the following types of outdoor vendors and uses in common areas\*:

- (a) Single item food products or flowers sold from a portable handcart or vending cart.
- (b) Temporary displays of art including paintings, sketches, pottery sculptures, carvings, jewelry or similar crafts.
- (c) Permanent displays of public art.
- (d) Farmers markets
- (e) Outdoor dining
- (f) Other uses as may be approved through the site plan or conditional use process.

\*Outdoor uses may be restricted to tenants leasing indoor space and may be limited to no more than three vendors per common area or one vendor per 5000 square feet, which ever is less.

**GOAL 3.4: ENHANCE THE CITY'S SENSE OF PLACE BY PRESERVING PROMINENTLY VISIBLE PARCELS FOR AESTHETICALLY PLEASING DEVELOPMENT**

**3.4.1. Identify Significant Views.**

Identify and map all significant vistas, view corridors, and view termination points. These may include corridors into the City, primary thoroughfares through the City, street ends, and panoramic views of the harbor.

**3.4.2. Preserve Corner lots and view termination points.**

Preserve the visual quality of corner lots and view terminuses by prohibiting parking lots, gas stations, convenience stores or other asphalt-intensive uses on these parcels. These areas were traditionally reserved for structures of a more stately appearance and play a crucial role in establishing an identity for the city.

**3.4.3. Designate enhancement zones.**

Designate visually sensitive areas for highly visible or prominent parcels including corners, entry corridors, highway and freeway corridors, view termination points, etc. Development of these parcels would require increased landscaping, a higher level of design review for structures, and prohibition (or increased screening) of visually distracting appurtenances such as gas pumps, satellite dishes, storage racks, mechanical equipment, etc.

**3.4.4. Cluster green spaces.**

Diluting green spaces down into several small areas lessens the visual impact of required landscape areas. Develop large areas of greenery which provide a visual impact as opposed to creating small areas of unusable "residue".

**GOAL 3.5: MAINTAIN A SENSE OF ARRIVAL BY PRESERVING A WELL DEFINED CITY "EDGE" AND BY DEVELOPING GATEWAYS INTO THE CITY AND INTO DISTRICTS WITHIN THE CITY.**

**3.5.1. Limit freeway exposure.**

Limit freeway exposure or visibility of development to select visual nodes.

**3.5.2. Designate freeway enhancement zones (see above).**

**3.5.3. Develop City gateways.**

Develop intersections near freeway off-ramps as City gateways with formal landscaping, information kiosks, public art or civic structures.

**3.5.4. Identify and develop district gateways.**

Areas which are visually, geographically, and functionally distinct should be denoted with well defined points of entrances. This may include the following:

- (a) Vegetative buffer between districts
- (b) Change in street and/or sidewalk paving materials, particularly at gateway intersections.
- (c) Retain and promote an architectural style for a given district.

### **BUILDING & STRUCTURE DESIGN**

#### **GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.**

##### **3.6.1. Maintain a small town scale for structures.**

New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.

##### **3.6.2. Identify an appropriate form for structures.**

New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape.

#### **GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.**

The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.

##### **3.7.1. Define floor levels.**

Encourage building designs with a visual and functional distinction between the first floor and all subsequent floors so that in elevation view, the human scale can be easily defined in relation to the building height.

##### **3.7.2. Encourage mixed-use structures.**

Mixing uses within a structure enhances the ability to give interesting form and character to a building. For example, allowing residential units above retail shops encourages designs more common to a village or small town setting while providing another housing opportunity for local merchants or retirees with limited transportation.

#### **GOAL 3.8: DEVELOP AN HIERARCHY IN BUILDING AND SITE DESIGN.**

Visual interest in the urban-scape can be achieved through an hierarchical approach to design. For example, strategically located structures designed as focal points create a visual "draw" and suggest a point of activity. These serve also as a reference point for all subordinate structures.

##### **3.8.1. Include primary structures as focal points.**

Primary structures are those which serve as a visual draw to a site, streetscape or prominent urban setting. Site plans can be significantly enhanced by including primary structures as a focal point rather than a myriad of "carbon copy" buildings with no visual hub. Primary

structures may be emphasized by a combination of the following types of design attributes:

- (a) Increased building height\*
- (b) Prominent roof form including large hips and intersecting gables, cascading down onto lower roof forms.
- (c) Colonnades
- (d) Plaza's incorporated into building niches and overhangs.
- (e) Towers, pinnacles, or similar design elements which provide a stately appearance.

\* Parcels which serve as view termination points may be ideally situated for landmark-type structures and may appropriately be considered for increased building height during the site plan review process, provided such increase does not threaten significant natural view corridors.

### **3.8.2. Integrate secondary structures as support buildings.**

Secondary structures may be much simpler in design and still provide interest to the site plan or streetscape. Architectural interest is of less importance with secondary structures if the primary structure adequately serves this purpose and if the secondary structures appear as an integral element in the overall site plan.

## **NEIGHBORHOOD DESIGN**

Gig Harbor is composed of many neighborhoods which, over time, have established their own design characteristics that should be maintained to preserve the character of the City.

### **GOAL 3.9: DEFINE NEIGHBORHOOD DESIGN AREAS**

#### **3.9.1. Design standards should recognize existing neighborhood characteristics.**

#### **3.9.2 Design standards should enhance and be compatible with existing neighborhood characteristics.**

#### **3.9.3. Neighborhood Design Areas**

Neighborhood design areas are identified to serve as a basis for establishing or accommodating detailed design standards. The Comprehensive Plan defines eight (8) neighborhood design areas, which are shown on the Neighborhood Design Areas map:

##### **a) View Basin**

The view basin is the City's heritage. It was within the view basin that the Gig Harbor fishing village was born. Today the view basin is a vibrant mix of retail, restaurant, residential, maritime and community activities contained within the historic neighborhoods of the City. Pedestrian walkways link the historic areas of Finholm,

Waterfront Millville, Downtown and Borgen’s Corner which serve as neighborhood centers for the surrounding mixture of contemporary and historic homes.

b) Soundview

The Soundview neighborhood design area includes the residential and commercial areas around Soundview Drive, Kimball Drive and Reid Drive. The neighborhood serves as a gateway to historic Gig Harbor, providing scenic views of the Narrows, Colvos Passage and Mt. Rainier. This mixed-use area sits above the Puget Sound with high bluffs dominating the shoreline. Multifamily/single-family homes and low-intensity commercial and community services characterize this neighborhood.

c) Gig Harbor North

The Gig Harbor North neighborhood design area serves as a regional service area. The neighborhood design area is characterized by contemporary architecture, pedestrian and bicycle connections and retention of large natural areas. The area has considerable lands available which will allow the area to expand its office, industrial, medical, retail and residential uses.

d) Peacock Hill

The Peacock Hill residential neighborhood design area includes the residential areas along Peacock Hill Avenue and Canterwood Boulevard. The neighborhood design area is characterized by suburban density developments of contemporary homes built around large trees and greenbelts.

e) Rosedale/Hunt

The Rosedale/Hunt neighborhood design area includes the commercial and residential areas west of SR 16 and along Rosedale Street, Skansie Avenue (46<sup>th</sup> Avenue) and Hunt Street. The area is characterized by lower intensity commercial and industrial uses and community and school facilities surrounded by suburban density housing developments.

f) Westside

The Westside neighborhood design area is located south of Hunt Street and west of SR 16. The business area in the vicinity of the Olympic Drive/Point Fosdick Drive interchange serves as the primary service area for the city. This area has a vibrant mix of destination retail, medical offices, neighborhood businesses, grocery stores, multiple-family housing and retirement communities. The area experiences heavy traffic and pedestrian connections are limited. Having developed over time, the architecture of the businesses is varied. Many of the businesses have developed with a significant number of existing trees being retained.

The Westside residential areas are characterized by suburban density subdivisions of contemporary homes built around large trees. Many homes in this area have territorial views.

g) Bujacich Road / NW Industrial

The Bujacich Road / NW Industrial neighborhood design area includes the employment

districts and public/institutional districts along Bujacich Road. The area is intended to meet the long term employment needs of the community and provide areas for large-scale essential public facilities. Design standards should reflect the functional needs of these type of industrial and government uses.

h) Purdy

The Purdy neighborhood design area is characterized by residential uses, local services, retail businesses, public utilities and school facilities. As the gateway to the Key Peninsula, Purdy has enjoyed a unique identity in its relationship to Henderson Bay.

**3.9.4. Each neighborhood design area has a common set of features which should be emphasized to varying degrees in order to affect the best possible course of new and renewal development.**

These features include but are not limited to:

- a) Natural Vegetation and Topography
- b) Trails, Parks and Open Space
- c) Sidewalks and Circulation
- d) Parking and Building Orientation
- e) Historic Buildings and Uses
- f) Building to Building Relationships
- g) Housing Patterns
- h) Architectural Quality and Character
- i) Site Amenities

**RESIDENTIAL DEVELOPMENT DESIGN**

Residential development includes all subdivisions, short plats, single-family and duplex homes and multifamily projects.

**GOAL 3.10: MAINTAIN AND INCORPORATE GIG HARBOR'S NATURAL CONDITIONS IN NEW RESIDENTIAL DEVELOPMENTS.**

**3.10.1. Incorporate existing vegetation into new residential developments.**

Roads, lot layout and building sites in new residential developments should be designed to preserve high quality existing vegetation by clustering open space and native trees in order to protect not only the trees, but the micro-climates which support them.

**3.10.2. Preserve existing trees on single-family lots in lower-density residential developments.** High quality native trees and understory should be retained where feasible.

**3.10.3 Incorporate new native vegetation plantings in higher-density residential developments.**

Ensure that the size of buffers and clustered open space are consistent with the scale of the development, especially where new higher-density developments are adjacent to existing lower-density developments.

**3.10.4. Encourage property owners to preserve native forest communities and tree canopies.**

**3.10.5. Include landscape buffers between new residential development and perimeter roads.**

Native nursery-stock and existing vegetation should be used to buffer residential development from perimeter roads. Buffers should be wide enough to effectively retain existing or support re-planting of native vegetation. The use of berms and swales along with landscaping can also adequately buffer residential developments from perimeter roads.

**3.10.6. Maximize opportunities for creating usable, attractive, well-integrated open space in new residential developments.**

Well organized outdoor open spaces can be created by the grouping and orientation of building sites. These open spaces provide buffering, preservation of natural areas and recreation opportunities. Open space which is integrated into residential projects can also provide for important hydrologic functions.

**3.10.7. Respect existing topography and minimize visual impacts of site grading.**

Existing topography should be maintained while still providing usable yards and open space. Retaining walls, when necessary, should be terraced and enhanced and/or screened to minimize their visual impact.

**GOAL 3.11: ENSURE NEW RESIDENTIAL DEVELOPMENTS PROVIDE AN INTERFACE BETWEEN PUBLIC AND PRIVATE ACTIVITIES.**

**3.11.1. Provide pedestrian and non-motorized vehicle connections.**

Residential developments should provide pedestrian walkways and non-motorized vehicle trails which link all homes to adjacent properties and neighboring uses.

**3.11.2. Provide vehicle connections between neighboring residential developments.**

Provide vehicular connections between new residential developments and, where feasible, connections between new and existing residential developments.

**3.11.3. Provide an appropriate number of visitor parking spaces in residential developments based on the intensity of the development.**

**3.11.4. Encourage alternatives to on-street parking.**

Aesthetics, safety and visual impacts should be considered in placement and size of parking areas.

**GOAL 3.12: HOMES AND RESIDENTIAL DEVELOPMENTS SHOULD BE DESIGNED TO ENHANCE EXISTING CHARACTERISTICS OF GIG HARBOR.**



**3.12.1 The size of new residences and residential remodels should maintain a reasonable proportion of building to lot size to reflect the characteristic of existing neighborhoods.**  
When residences cover more lot area than is normally seen in an existing area, they appear to be incompatible with the neighborhood.

**3.12.2 With increased residential density, additional consideration should be given to lot orientation, building orientation and yard sizes.**  
Varied lot configurations and building orientation can reduce repetition of the built forms along the streetscape. Lot widths should be selected to allow the best architecture for the housing type proposed.

### **3.13 PROMOTE SUSTAINABLE RESIDENTIAL DEVELOPMENTS**

**3.13.1 Encourage sustainable land development and building practices in the construction of new residential development.**

### **WATERFRONT DESIGN**

Gig Harbor's waterfront is a vital aspect of the City's identity and possesses qualities which require special design consideration. While all other city-wide goals and policies for design should be applied to development of the harbor, additional and supporting criteria are necessary to preserve those qualities which are unique to the waterfront only.

#### **GOAL 3-9-3.14: PRESERVE VISUAL POINTS OF INTEREST.**

Some of the more memorable and characteristic components of Gig Harbor are those items associated with and around the waterfront.

**3-9-1. 3.14.1 Identify visual points of interest and their point of reference from prominent public places and from individual parcels.**

**3-9-2. 3.14.2 Incorporate points of interest into building and landscape design**

- a) Where possible, shift location of buildings to maintain points of interest from the street.
- b) Encourage designs which frame points of interest between architectural forms, e.g., archways, corridors, and building masses.
- c) Assure that landscaping complements points of interest without obscuring their view from prominent points of reference.

#### **GOAL 3-10 3.15: IDENTIFY, PRESERVE, AND DEVELOP AN APPROPRIATE WATERFRONT ARCHITECTURE.**

**3-10-1. 3.15.1. Respect established waterfront architecture.**

Gig Harbor's waterfront architecture should reflect the following components of the waterfront area:

- a) Historic structures in the Millville and Donkey Creek areas.
- b) Traditional fishing industry structures such as net sheds and boat houses.

**3.10.2. 3.15.2 Allow modern interpretations of historic structure designs.**

**3.10.3. 3.15.3 Limit mass and scale of new structures to historic forms and proportions.**

**3.10.4. 3.15.4 Limit building materials to those characteristic of Gig Harbor's historic structures.**

**GOAL 3-11 3.16: DEVELOP THE WATERFRONT AS A PLACE OF OUTDOOR PEOPLE ACTIVITY.**

**3.11.1. 3.16.1 Encourage limited types of outdoor activities along the commercial waterfront zones including:**

- a) Outdoor dining
- b) Entertainment activities
- c) Play areas for children
- d) Civic events and gatherings

**3.11.2. 3.16.2. Develop the waterfront as a place for public art displays.**  
This may require adoption of a public arts program.

**3.11.3. 3.16.3 Provide for maximum comfort of outdoor space.**

- a) Maximize sun exposure to avoid creating cold, unpleasant exterior areas.
- b) Provide covering from rain

**3.11.4. 3.16.4. Minimize asphalt coverage along waterfront.**

Standard parking requirements have prompted removal of structures characteristic of Gig Harbor's historical development and have encouraged bleak expanses of asphalt along the waterfront. To counter this trend consideration should be given to:

- (a) Revised parking standards for waterfront districts.
- (b) Development of off-site parking areas, public and private.
- (c) Use of aesthetically pleasing paving materials including colored, textured or grass-block pavers.

**HISTORIC DEVELOPMENT AND DESIGN**

Gig Harbor is typically referred to as an historic fishing village which began in the mid 1800's

when two Slavonian and one Portuguese fishermen rowed into the Harbor for shelter. Their arrival prompted others to follow and fishing became an important industry to the harbor area. Fishing continues to be an important aspect of the local culture. However, Gig Harbor's beginnings were based upon other industries as well, including boat building and saw milling. These occurred almost simultaneously and resulted in the platting of two towns - the original townsite of Gig Harbor at the head of the bay and the Town of Millville in the area of Dorotich Street and Harborview Drive. As these areas developed structures were built to accommodate both the housing and social needs of the community. These included churches, hotels, and schools and also small cabins to shelter the influx of workers into the area.

Few structures built during this initial period stand today. However, many of the historic structures which remain around the bay can be traced to a relatively early period of Gig Harbor's development and serve to remind today's residents of the people and events responsible for shaping the Gig Harbor community.

While a number of historic structures in the harbor area retain their original form and appearance, many have been altered by recent renovations and additions. Moreover, structures which have not been individually modified have nonetheless been impacted by the incongruous development styles and forms of the past several decades. The impacts of these changes on Gig Harbor's historic areas have raised the concerns of many Gig Harbor area residents who are concerned that the "small village" atmosphere of Gig Harbor is being eroded by a myriad of architectural styles and forms now evident on almost every street in Gig Harbor's historic areas.

The effect of modern development on Gig Harbor's historic areas is significant and raises doubts as to whether or not there remains sufficient historic fabric to justify the designation of a historic district. Yet despite modern development's impact on the historic integrity of the area, there are still a number of structures which individually are of historical significance or which collectively contribute to the historic flavor of the area.

**GOAL ~~3.12~~ 3.17: TO PRESERVE THE INTEGRITY OF THOSE STRUCTURES WHICH INDIVIDUALLY POSSESS IMPORTANT HISTORICAL, ARCHITECTURAL, AND/OR CULTURAL SIGNIFICANCE.**

Some structures standing alone would have important historical value to the community and should be carefully preserved as close to their original form as possible.

**3.12.1. 3.17.1. Encourage retention and adaptive reuse of older buildings with the following types of incentives:**

- (a) Zoning incentives, e.g., setback and height standards which allow for restoration/renovation or expansion of existing structures.
- (b) Financial incentives such as low interest loans, tax credits or grant monies which may become available to the City for historic preservation.
- (c) Design assistance including suggestions on how to expand living space without

compromising the design of the original structure

- (d) Resource information including in-house library with historic preservation/restoration publications and information.

**3.12.2. 3.17.2. Recognize outstanding preservation efforts through an awards or plaque program.**

**GOAL 3.13 3.18: TO PRESERVE THE CHARACTER OF THOSE SITES OR DISTRICTS WHICH REFLECT THE STYLE OF GIG HARBOR'S HISTORICAL DEVELOPMENT.**

**3.13.1. 3.18.1 Identify and establish an Historic Conservation Area.**

The purpose of the conservation area is to preserve the historic or "village-like" character of an area despite alterations which may have compromised the historic integrity of the area.

**3.13.2. 3.18.2 Develop guidelines which promote compatible development within designated areas.**

Guidelines should specify building forms, styles, and motifs appropriate for Gig Harbor's historic areas.

**3.13.3. 3.18.3 Provide design assistance for restoration, renovation or expansion of historic structures.**

Many owners of historic structures are anxious to maintain the integrity of their buildings but are often unsure how to bring the structure up to modern living standards without compromising the integrity of the structures original design.

**3.13.4. 3.18.4 Determine appropriate procedures for design review which may include one or a combination of the following:**

- (a) Establishment of an Historic District Commission
- (b) City Staff review and/or recommendation
- (c) Mandatory review of commercial and multi-family housing projects and optional review of single family development.

**3.13.5. 3.18.5 Review impacts of all City projects on existing historical structures or neighborhoods.**

Plans for street or infrastructure improvements can be at odds with the established character of historic areas. These should be reviewed carefully.

**GOAL 3.14 3.19: TO ASSURE CONSISTENCY BETWEEN ZONING REGULATIONS AND HISTORIC PRESERVATION OBJECTIVES.**

The historic areas of Gig Harbor are typified by small lots with modest sized houses built near

the road. This pattern placed many front porches near the sidewalk, thus emphasizing the communal aspect of the neighborhood. Maintaining this pattern is possible only when zoning codes allow similar types of development.

**3.14.1. 3.19.1 Adopt setback standards which reflect historic development patterns.**

E.g., allow reduced front yard setbacks when a front porch is incorporated into the design of the structure.

**3.14.2. 3.19.2 Review minimum lot size standards and impervious coverage requirements to allow housing clusters consistent with historic densities.**

**3.14.3. 3.19.3 Consider standards which encourage building forms consistent with historic designs, e.g, massing, roof styles and scale.**

**GOAL 3.15 3.20: TO RETAIN VITALITY OF HISTORIC BUSINESS DISTRICTS**

**3.15.1. 3.20.1. Define and retain "small town" characteristics of historic business districts.**

Such characteristics may include setbacks, lot coverage, street orientation, pedestrian amenities, aesthetic qualities, etc.

**3.15.2. 3.20.2. Develop downtown parking standards.**

Standards should address downtown parking needs while avoiding asphalt encroachment into historic business areas.

**3.15.3. 3.20.3. Explore benefits of facade improvement program.**

- a) Develop design criteria which will guide facade renovations
- b) Provide financial incentives to comply with program objectives, e.g., low interest loans or grants.

**3.15.4. 3.20.4. Develop marketing plan for downtown areas.**

Promote the downtown's historic qualities and encourage business and property owners to preserve and develop these qualities in order to maintain the economic vitality of the downtown.

**LANDSCAPE DESIGN**

One of the most prominent natural features in Gig Harbor is the harbor itself. However, the harbor setting is further enhanced by its lush array of trees, flowers and ground covers. These should be preserved and incorporated into urban-type development if Gig Harbor is to retain its natural beauty.

**GOAL 3.16 3.21: PRESERVE THE NATURAL AMBIANCE OF THE HARBOR AREA.**

**3.16.1. 3.21.1. Incorporate existing vegetation into site plan.**

As much as possible, site plans should be designed to protect existing vegetation. Such efforts should include the following:

- (a) Cluster open space in order to protect not only trees, but the micro-climates which protect them. To be effective, a single cluster should be no less than 25% of the site area.
- (b) Identify areas of disturbance prior to site plan approval. Too many good intentions turn sour because of incorrect assumptions on the location of proposed development in relation to property lines and existing tree stands. This can be avoided by surveying the property and locating areas proposed for clearing before a site plan or subdivision is approved.
- (c) Install protective barricades prior to clearing and grading. Even the best intentions by the land developer to preserve natural vegetation can be undermined by careless equipment operators who might indiscriminately clear an area intended to be preserved.
- (d) Increase restrictions on vegetation removal after construction.

**GOAL 3-17 3.22: ENHANCE THE BUILT ENVIRONMENT WITH FORMAL LANDSCAPING AND CONSISTENT STREET FURNISHINGS.**

Formal landscaping provides a pleasing transition between the natural setting and the built environment and between wall surfaces and pavements.

**3-17.1. 3.22.1. Maintain current standards which define landscape requirements for parking areas.**

**3-17.2. 3.22.2. Define pedestrian spaces with planting areas and overhead tree canopies.**

**GOAL 3-18 3.23: CONTROL VEGETATION TO PRESERVE SIGNIFICANT VIEWS.**

Vegetation should be retained as an important element in the harbor setting but efforts to retain vegetation should be balanced with the more general goal of preserving the entire harbor setting including views of the water and distant vistas.

**3-18.1. 3.23.1. Retain significant vegetation.**

Identify vegetation that can be removed while retaining Gig Harbor's characteristic vegetation.

- a) Selectively thin larger tree stands which, over time, have closed off significant views. Limit thinning so as to maintain an appropriate balance of timber and a continuous canopy.
- b) Consider ways to trim up existing trees to preserve views while maintaining a healthy

balance between the crown and trunk of the tree.

- c) Avoid topping or other trimming activities which alter the natural symmetry of a tree.
- d) Require that consideration be given to changes in micro-climates as one or more removed trees exposes retained nearby.

**3.18.2. 3.23.1. Allow trees to be a part of the view.**

Panoramic views, when they occur, are not necessarily void of trees, even in the foreground.

- a) Limited numbers of trees should not be considered an obstruction to a view.
- b) Recognize that every tree impacts someone's view to one degree or another.
- c) Recognize that removal of trees to provide a view alters the view that everyone hopes to get.

**GOAL 3.19 3.24: PRESERVE SIGNIFICANT VEGETATION WHILE MAINTAINING SIGNIFICANT VIEWS.**

**3.19.1. 3.24.1. Differentiate between view lots and potential view lots.**

It is not the policy of the City to encourage or facilitate tree removal to create view lots. Reasonable efforts should be given to maintaining existing views, recognizing that views may be impacted by the eventual growth of trees or by development activities. These are natural or normal occurrences and are to be expected.

**3.19.2. 3.24.1. Control clearing activities.**

Develop standards for clearing large parcels which includes appropriate timing of clearing and the amount of clearing to be done at any one time.

**SIGNAGE & ILLUMINATION**

Signs have become one of the more visual components of modern urban landscapes and are of primary concern to business owners. Clear and effective signage is essential to the successful operation of businesses and can facilitate vehicular and pedestrian activities. However, signage can also be the greatest contributor to visual clutter and blight. Large, garish signs designed as "attention getters" are neither necessary nor desirable in Gig Harbor's small town setting. With care, signs can serve to both effectively identify businesses and also provide a positive contribution to the City's visual quality.

**GOAL 3.20 3.25: POSITION SIGNS TO FIT WITHIN FEATURES OF THE FACADE**

**3.20.1. 3.25.1. Avoid covering architectural details.**

Signs should not cover or obscure important architectural details of the building; they should appear to be a secondary and complimentary feature of the building facade.

**3.20.2. 3.25.2. Incorporate sign space into building design.**

Wall signs should be located within architectural sign bands or other blank spaces which visually frame the sign. Many historical buildings were designed to accommodate signage in the parapet. This should be a prime consideration when designing new commercial buildings also.

**3.20.3. 3.25.3. Consider projecting signs when there is limited wall space.**

Projecting signs can provide an attractive alternative to wall signs where wall signs might hide or over-power architectural details. Projecting signs are particularly effective in pedestrian environments such as the downtown area.

**GOAL 3-24 3.26: KEEP SIGNAGE AS A SUBORDINATE ELEMENT IN BUILDING DESIGNS.**

**3.21.1. 3.26.1. Minimize sign area in facade design.**

Avoid expansive blank walls oriented to the public's view. These take on the character of large billboards when used for signage.

**3.21.2. 3.26.2. Avoid using signage as a dominant architectural statement.**

Building designs should not depend on signage for interest or completion of design. Signage should compliment the building's design without being overpowering. For example, many service station canopies, while functional for weather protection, have the visual appearance of a free standing sign; Many warehouse and "super store" structures would be little more than a concrete box without their signs. Consider the following two-fold test: (1) would the structure which supports the sign appear unfinished or void of architectural interest if the signs and logo panels were removed; and (2) will the proposed signage appreciably alter the character of the building it is applied to?

**3.21.3. 3.26.3. Encourage sign designs which reflect the building style or period.**

Some types of signs are out of character with building styles or designs. For example, internally illuminated signs are often out of character with the older or historic structures in the downtown area. Wooden painted or sandblasted signs with an external light source may be more appropriate in this location.

- a) Provide incentives for use of sandblasted signs, e.g., increased sign area allowance.
- b) Consider dis-incentives for internally illuminated signs in the downtown area, e.g, decreased sign area allowance.
- c) Limit allowed materials for awnings in the downtown area to traditional fabrics and designs. Covers with a shiny look of plastic or vinyl should be avoided.

**3.21.4. 3.26.4. Include corporate or logo panels into signage area calculations.**

Many businesses apply steel, lexan, or similar panels with corporate colors or logos onto their building as part of their business identification. Excessive use of these panels can make them a dominant architectural feature and should be avoided.

- a) Include the area of corporate or logo panels into signage area calculation.



- b) Prohibit illumination of corporate or logo panels except for the text or symbol within the panels.

**GOAL 3-22 3.27: AVOID FLAMBOYANCY IN SIGNAGE DESIGN.**

Signs needn't be excessively flashy or luminous to be effective, readable or visually appealing.

**3.22.1. 3.27.1. Keep internally illuminated signs subdued.**

Illumination of signs should be limited to the text of the sign only. Individual pan-channel letters with a plastic face or individual cut-out letters (i.e., letters routed out of the face of an opaque sign face and cabinet) are preferred. Reversed pan-channel letters with an internal light source reflecting off of the building face may also be used for "halo" or "silhouette" lighting.

**3.22.2. 3.27.2. Maintain traditional designs of awnings.**

Awnings have become a popular sign alternative, but their use and design have gone far beyond an awning's traditional application, resulting in trendy designs applied haphazardly to buildings and sign posts.

- a) Limit the area of awnings to be used for signage to no more than 20% of the awning face.
- b) Prohibit use of back-lit awnings except for sign text. Allow back-lit translucent materials on sign letters only.
- c) Allow awnings in traditional locations only, e.g, above doors, windows, and walkways. Awnings should not obscure architectural details or be the dominant architectural feature.

**GOAL 3-23 3.28: COORDINATE SIGN DESIGNS ON MULTI-TENANT BUILDINGS.**

Variety in sign designs can be exciting and visually pleasing, but too many types and styles of signs in a single project can be a disruptive element in an otherwise unified site design.

**3.23.1. 3.28.1. Design signs to compliment the building's architecture.**

Signs should be sensitive to the building's design, both in terms of color and style. This is particularly important on Gig Harbor's historic structures in the downtown area.

**3.23.2. 3.28.2. Develop master sign plans for multi-tenant buildings.**

Buildings or commercial projects with more than one tenant should have a master sign plan which identifies the type and size of sign each tenant space is allowed. A sign plan can specify design elements common to each sign such as materials, background colors or letter styles, each of which will serve to unify the site design

**3.23.3. 3.28.3. Coordinate free standing signs with building design.**

Free standing signs should be designed to complement the style of the building or project to which they apply, using similar materials, colors, etc.

**GOAL 3-24 3.29: MINIMIZE SIGN AREA BY ENCOURAGING EFFECTIVE SIGNAGE AS OPPOSED TO LARGE SIGNS**

**3-24.1. 3.29.1. Encourage use of descriptive names for businesses.**

It is best for the nature of a business to be identified by at least the second or third word in a business name. For example, it is clear from the name Tide's Tavern what the nature of the business is, but it is not so clear what one might find in a store called Once Upon a Time. It may be children's books or it may be antiques.

**3-24.2. 3.29.2. Avoid excessive lines of sign text.**

A single line of legible sign text can convey more information at a glance than several lines of multiple messages. Limit single signs to no more than three messages or business names.

**GOAL 3-25 3.30: RESTRICT USE OF OFF-PREMISE SIGNAGE.**

The uncontrolled proliferation of off-premise signs can result in a garish and cluttered cityscape. Off premise signs should be restricted to those businesses that cannot be adequately identified with on-premise signage.

**3-25.1. 3.30.1. Encourage use of directory signs to business areas.**

Some business areas (e.g., the Head of the Bay area) are not readily found by visitors or newcomers to Gig Harbor and may require off-premise directory signage.

**3-25.2. 3.30.2. Avoid signs designed for distant viewing.**

Business signs should be oriented to the street on which the business is located. Off-premise signs for specific businesses should be located on the street or intersection on which the business is located. Off-premise signs for business areas should be restricted to primary routes leading to the identified business area.

**Application COMP 07-0003:  
Transportation Element**



COMMUNITY DEVELOPMENT DEPARTMENT

August 15, 2007

RECEIVED  
AUG 15 2007  
COMMUNITY DEVELOPMENT DEPARTMENT

City of Gig Harbor  
Community Development Department  
Planning Division  
3510 Grandview Street  
Gig Harbor, WA 98335

Attention: Tom Dolan, Planning Director

Re: 2006 Comprehensive Plan Amendment  
Chapter 11, Transportation Element  
Application Submittal – Text Amendment

Dear Mr. Dolan,

Please accept the enclosed application for the 2006 Comprehensive Plan Amendment for text changes in Chapter 11, Transportation Element. The application consists of the following completed documents:

- Application form
- Checklist for Comprehensive Plan Amendments
- Environmental Checklist (12 copies)
- Environmental Checklist Supplemental for Non-Project Actions (12 copies)

In addition, the following information is provided to accompany the application:

1. Name and address of the persons proposing the amendment: Stephen T. Misiurak, P.E., City Engineer and Emily Appleton, Senior Engineer for the City of Gig Harbor.
2. Twelve (12) copies of the environmental checklist are enclosed.
3. The applicable fee has been paid and the receipt is enclosed.
4. The purpose of the proposed amendment is to respond to comments provided to the City by the Puget Sound Regional Council (PSRC) so they will be able to recommend full certification of the City's Comprehensive Plan. A copy of a letter dated August 22, 2005 sent to the City of Gig Harbor from Yorick Stevens-Wajda in the Growth Management Planning section of PSRC is attached.
  - a. The proposed amendment is consistent with the Washington State Growth Management Act since addressing PSRC's comments will allow the City to receive full certification from the Growth Management

August 15, 2007  
Mr. Tom Dolan, Planning Director  
2006 Comprehensive Plan Amendment  
Chapter 11, Transportation Element  
Page 2 of 2

- Planning section of PSRC which regulates growth management requirements for the region.
- b. The proposed amendment is consistent with adopted countywide planning policies as some of the proposed changes add goals to increase consistency with countywide planning policies.
  - c. The proposed amendment furthers the purpose of the City's comprehensive plan since addressing PSRC's comments will allow the City to receive full certification from PSRC, a desired condition.
  - d. The proposed amendment is internally consistent with the City's comprehensive plan, as well as other adopted City plans and codes, since it will revise information that was previously found to be internally inconsistent.
  - e. Transportation concurrency requirements under chapter 19.10 GHMC are not applicable to the proposed amendment.
  - f. Supplemental environmental review and/or critical areas review is not required for the proposed amendment.

Thank you for your attention to this important matter. Please let me know if additional information is required to process this application.

Sincerely,



Emily J. Appleton  
Senior Engineer

Enclosures

August 22, 2005

**Steve Osguthorpe**  
Planning & Building Manager  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335

**SUBJECT: Comments on the City of Gig Harbor's 2004 Comprehensive Plan amendments and draft certification action item for jurisdiction review**

Dear Mr. Osguthorpe,

Thank you for sending the Puget Sound Regional Council the City of Gig Harbor's adopted 2004 Comprehensive Plan amendments, and thank you for incorporating many of the recommendations given in response to a review of the 2004 draft plan. As part of the Regional Council's Policy and Plan Review Process, Comprehensive Plans and Plan amendments are reviewed for conformity with state transportation planning requirements and consistency with Destination 2030, the adopted Metropolitan Transportation Plan and VISION 2020, the adopted Multicounty Planning Policies.

In this Plan update cycle, the City has done important work in terms of refining and improving the plan, and the City should be commended for this effort. However, we believe there are some issues that should be addressed before full certification can be recommended, and some issues that would be more appropriate to incorporate into the work program for the next scheduled plan update. As a result, Regional Council staff is recommending conditional certification of the City's 2004 amendments until the following issues are addressed:

- 1) Between the draft comprehensive plan version submitted to the regional council for review and comment on October 12, 2004 and the final plan adopted in December 2004, it appears that language establishing a level-of-service (LOS) standard for roadway segments and/or intersections outside of downtown was removed. The LOS standard had been referenced in three places in the draft document,<sup>1</sup> but is now only alluded to on page 30 of the transportation element.<sup>2</sup> It is unclear why this action was taken, but may have been an unintended product of the specific designation of LOS standards for downtown arterials. This omission should be corrected as soon as possible by adding an appropriate policy to the transportation element establishing the LOS standard for roadway segments and/or intersections outside of the downtown area (the current lack of a citywide LOS standard appears to invalidate the city's concurrency ordinance, which is inconsistent with GMA requirements).
- 2) To bring the transportation element into full compliance with the 1998 'Level of Service' bill<sup>3</sup>, the plan must reference the adopted level-of-service standards for state-owned transportation facilities, including SR-16 and SR-302. The level-of-service

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<sup>1</sup> Page 8, "The City of Gig Harbor has adopted LOS D as a standard, but accepts a level of service of F in the downtown area where capacity improvements would severely impact the character of the area."; page 30, "The city has a level of service goal of LOS D for intersections and arterials, except in the downtown core"; page 50, policy 4.2 "Establish LOS "D" as the City of Gig Harbor's level of service standard for all arterial segments and intersections."

<sup>2</sup> "The capacity analysis shows that most of the city's intersections will be able to meet the LOS D goal."

<sup>3</sup> House Bill 1487

standard for SR-16, a designated Highway of Statewide Significance, is equivalent to LOS 'D', and is established by WSDOT. The level-of-service standard for SR-302, a Highway of Regional Significance (or non-HSS), is LOS 'C', and is adopted by the Puget Sound Regional Council. The incorporation of this information into section 5 of the transportation element would bring the plan into full conformity with this requirement.

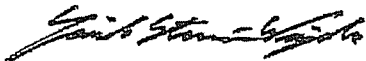
In addition to the above issues, we have several comments that we would like to see added to the work program for the next scheduled comprehensive plan update:

- While updates to the transportation financing plan since review of the draft plan have been helpful, a more comprehensive review of the financing plan, especially revenue forecasts, would improve the plan. Table 6-2 in the transportation element, for example, should be reconciled with table 6-4, and some discussion given to the nature and sources of the expected grant revenue.
- Population and travel demand growth assumptions should be updated. Table 2-1 references an incorrect base year (1998) population for the Gig Harbor UGA, and does not appear to reflect new population allocations adopted by the Pierce County GMCC.
- An effort should be made to bring some of the policy themes expressed in Destination 2030, VISION 2020, and the Pierce County Countywide Planning Policies into the new policy section of the transportation element. Some examples include:
  - Giving high priority to maintenance and preservation of the transportation system over new construction (*Destination 2030 policies RT-8.3, 8.8*)
  - Promoting transportation investments that support transit and pedestrian-oriented land use patterns and provide alternatives to single-occupant automobile travel (*Destination 2030 policies RT-8.18, 8.19, 8.29, 8.33, 8.36*)

Please take this opportunity to review the above information and attached draft action item to the Growth Management and Transportation Policy Boards. We would offer two options for moving forward. The first option would be a delay in transmitting the 2004 amendments to our policy boards while you take the opportunity to address the issues of concern we have noted. This would allow us to go forward with a recommendation for full certification at a future date. The second option would be transmittal of the conditional certification recommendation at this time, with an understanding that the city would address the outstanding issues in its next plan update. If we have overlooked any overlooked anything in our review, or if any of these issues have been resolved since the plan was submitted, please let us know and we will revise our comments accordingly. We also welcome any other comments or input you may have, if possible before September 1<sup>st</sup>.

If you or your staff have any other questions or need additional information regarding the review of local plans or the certification process, please contact Rocky Piro at (206) 464-6360 or by email at [rpiro@psrc.org](mailto:rpiro@psrc.org), or myself at (206) 389-2158 or by email at [ystevens@psrc.org](mailto:ystevens@psrc.org). We look forward to continuing to work with you on the ongoing development of the City of Gig Harbor's Comprehensive Plan.

Sincerely,



Yorik Stevens-Wajda  
Growth Management Planning

City of Gig Harbor  
 2006 Comprehensive Plan Amendment, Chapter 11 - Transportation Element  
 in response to PSRC Comments of 8-22-05

No.	PSRC Comment (summary from 8-22-05 letter to S.Osguthorpe)	Response	Complete?
1	Add a policy establishing the LOS Standard for roadway segments and/or intersections outside of the downtown area	Policy 11.4.1 establishing LOS Standards for intersections outside the downtown area was added in the 2005 Comp Plan Amendment. Please see Attachment 1.	Yes - 2005
2	Reference the adopted LOS standards for state-owned facilities (SR16 - LOS D by WSDOT and SR 302 - LOS C by PSRC)	Section 5: Delete paragraph on page 11-41 and add paragraph as indicated on Attachment 2.	
3	Reconcile Table 6-2 with table 6-4	Revise Table 6-2 as shown on Attachment 3.	
4	Update population and travel demand growth assumptions. Table 2-1 references an incorrect base year (1998) and doesn't incorporate new population allocations adopted by Pierce Co. GMCC.	Revise Table 2-1 as shown on Attachment 4.	AUG 31 2007
5	Add some policy themes from Destination 2030, VISION 2020 and Pierce Co. Countywide Planning Policies. (See letter dated 8-22-05)	Add GOAL 11.2.6: Promote transportation investments that support transit and pedestrian-oriented land use patterns and provide alternatives to single-occupant automobile travel. Add GOAL 11.3.5: Give high priority to maintenance and preservation of the transportation system over new construction. See Attachment 5.	



## Chapter 11

# TRANSPORTATION

### SECTION 1. EXISTING CONDITIONS

The City of Gig Harbor is required, under the state Growth Management Act (GMA), to prepare a Transportation Element as part of its Comprehensive Plan. In 1994, the City completed an update of its comprehensive land use plan to comply with GMA requirements and help estimate future traffic growth within the city. Since then, Gig Harbor has annexed portions of unincorporated Pierce County surrounding it. This update reflects changes that have occurred since 1994, using 1998 as existing conditions and 2018 as the planning horizon. **Figure 1-1** shows the Gig Harbor urban growth area.

The specific goal of the GMA, with regard to transportation, is to “encourage efficient multi-modal transportation systems that are based on regional priorities and coordinated with county and city comprehensive plans.” The GMA requires that the local comprehensive plans, including the land use and transportation elements, be consistent and coordinated with required regional programs. In addition, the GMA requires that transportation facility and service improvements be made concurrent with development.

#### **Existing Transportation System**

This section of the transportation plan describes the existing transportation system conditions in the study area, including a description of the roadway characteristics, functional classification, traffic volumes, level of service, accidents, and transit service. Planned transportation improvements from the Washington State Department of Transportation (WSDOT) Plan, Pierce County Capital Facilities Element of the Comprehensive Plan, the Pierce County Six-Year Transportation Improvement Program (TIP) and Gig Harbor Six-Year TIP are also described.

#### **Functional Classification and Connectivity**

Roadway hierarchy based on functional classification provides a network of streets based on distinct travel movements and the service they provide. Roadway layout shall be based primarily on the safety, efficiency of traffic flow, and functional use of the roadway. Roadways are divided into boulevards, arterials, major and minor local residential, private streets, and alleys.

Roadways of all classifications shall be planned to provide for connectivity of existing and proposed streets in relation to adjoining parcels and possible future connections as approved by the Community Development Department. New development roadway systems should be designed so as to minimize pedestrian travel to bus stops.

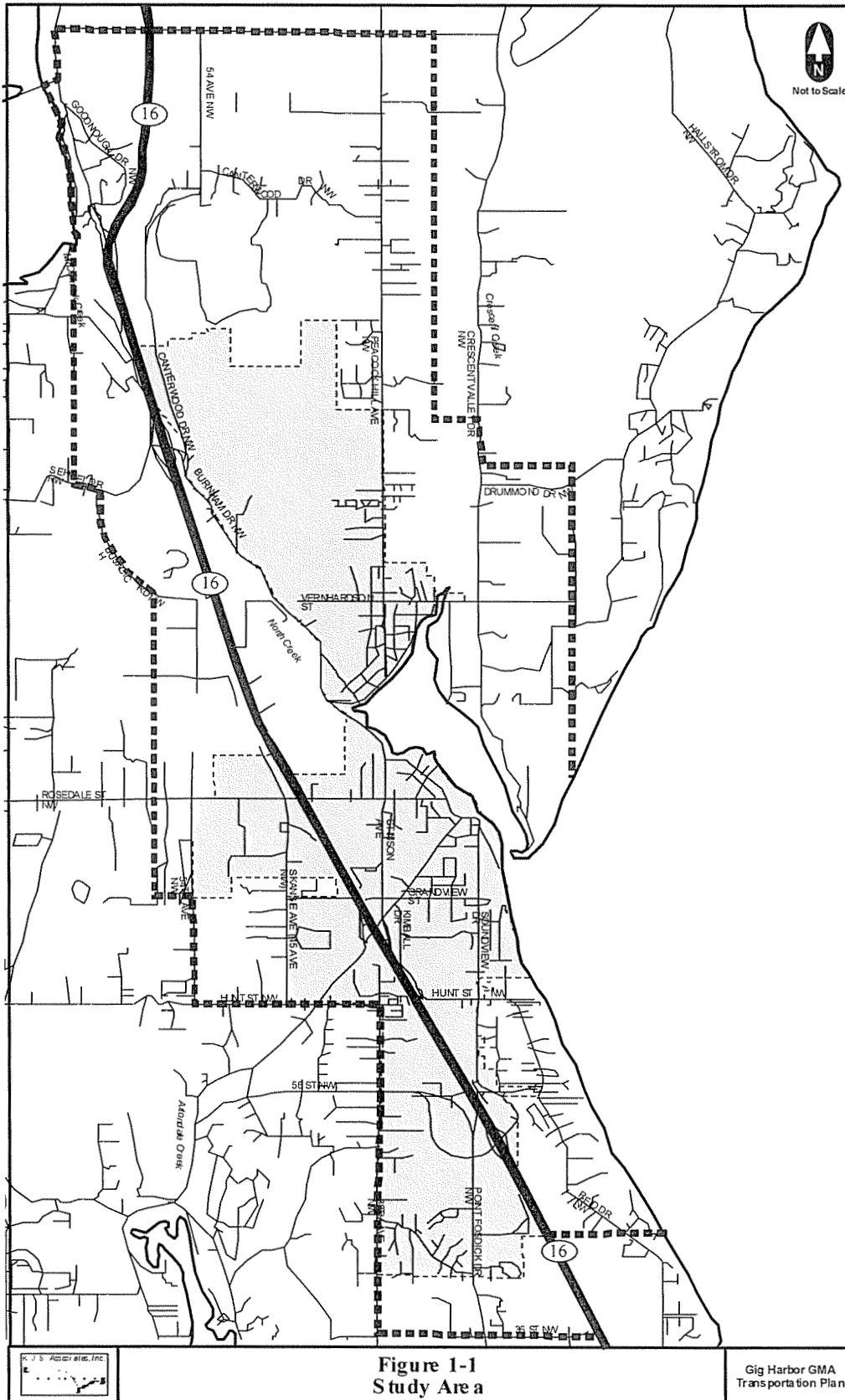


Figure 1-1  
Study Area

Gig Harbor GMA  
Transportation Plan

Boulevards and arterials are intended for the efficient movement of people and goods and have the highest level of access control. They have limited access and accommodate controlled intersections. Boulevards and arterials have been identified in the most current adopted version of the *City of Gig Harbor Transportation Plan*. The City Engineer will classify all new roadways.

Collectors generally connect commercial, industrial, and residential projects to other collectors, arterials, and boulevards and have a moderate level of access control. Minor collectors may be used if turn lanes are not required. If the collector connects to another collector or to an arterial, the roadway shall be a major collector. The City will determine if a collector is a major or minor, type I or type II, based on a review of the development potential of all contributing properties, the exiting right-of-way if it is an existing roadway, and the necessity of turn lanes. Auxiliary left turn lanes are desired when connecting to boulevards, arterials, and major collectors. Collectors are identified in the most current adopted version of the *City of Gig Harbor Transportation Plan*. The City Traffic Engineer will classify all new roadways.

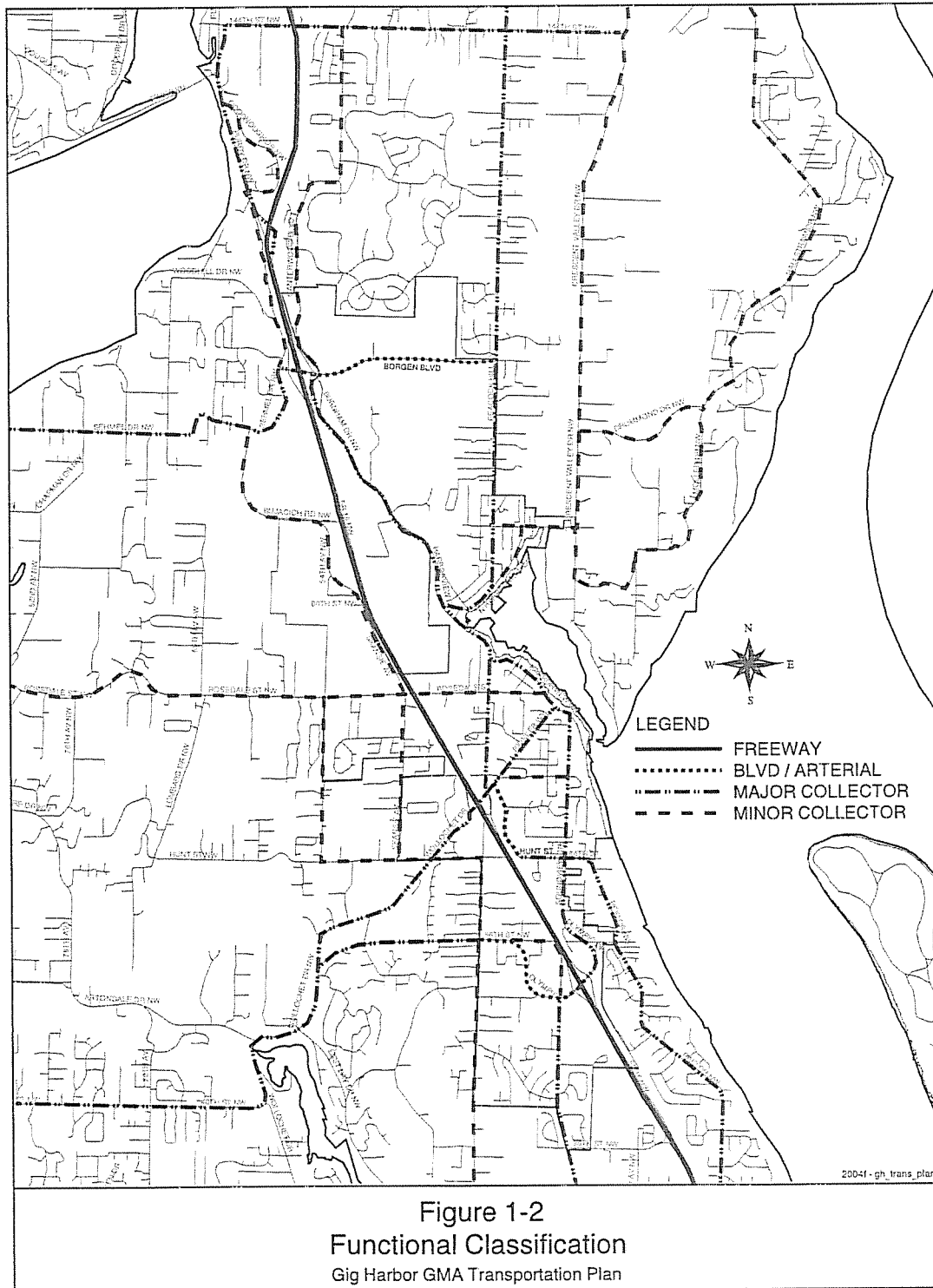
Major and minor local residential streets shall interconnect with each other and with minor collectors and have a minimum level of access control. Alleys in residential neighborhoods are encouraged. If the local residential street connects to a major collector or to an arterial, the street shall be a major local residential. In such developments, connectivity shall be a key design factor, although the internal flow shall be discontinuous to discourage cut-through traffic movement and excessive speed. Traffic calming techniques shall be designed into all residential subdivisions.

The pedestrian network shall be paramount in the residential roadway network. Minor local residential streets serve as land access from residences and generally connect with major local residential and minor collectors. Safety is always the major consideration when determining intersection locations and connectivity.

State-owned transportation facilities and highways of statewide significance [See also Section 5]

In 1998, the Washington State Legislature enacted the “Level of Service Bill” (House Bill 1487) which amended the Growth Management Act (GMA) to include additional detail regarding state-owned transportation facilities in the transportation element of comprehensive plans. Within Gig Harbor, SR 16 has been designated as a Highway of Statewide Significance (HSS) in WSDOT’s Highway System Plan (HSP). SR 16 provides the major regional connection between Tacoma, Bremerton, and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. Through Gig Harbor, SR 16 is a full limited access four lane freeway with interchanges at Olympic Drive, Pioneer Way and Burnham Drive. It is classified as an urban principal arterial.

The only other state-owned facility within the planning area is SR 302 which connects SR 16 across the Key Peninsula with SR 3 to Shelton. It is a two-lane state highway with no access control.



### Local Transportation System

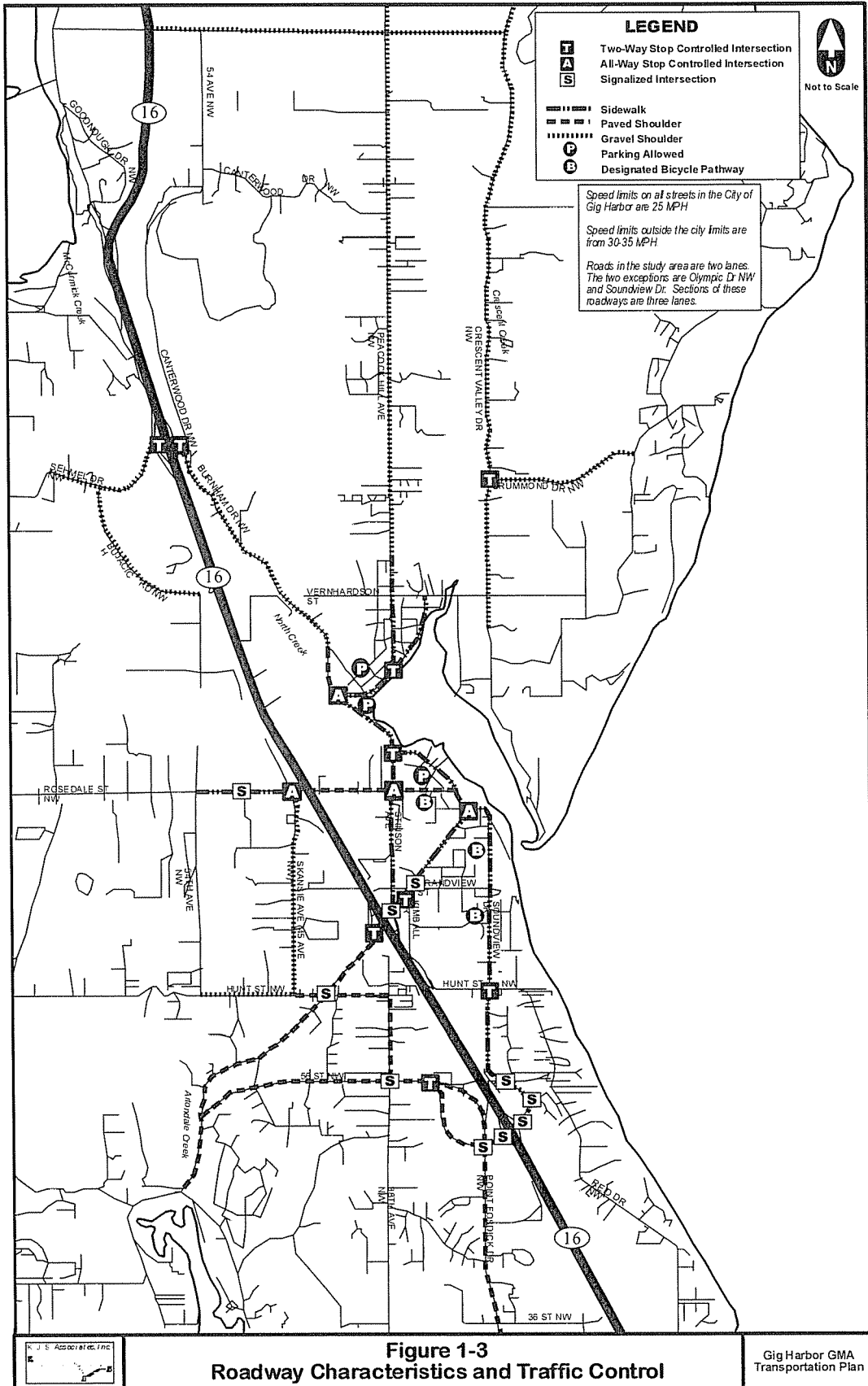
The downtown area of Gig Harbor and surrounding residences are served by the interchange with SR 16 at Pioneer Way. The southern portion of the city is served by the Olympic Drive NW interchange, and north of the existing city limits, access from SR 16 is provided by the Burnham Drive NW interchange.

One of the key north-south arterials serving the city and local residences is Soundview Drive, which becomes Harborview Drive through downtown Gig Harbor. Pioneer Way also provides access to residences and downtown Gig Harbor. Access to the unincorporated areas north of the city is provided by Peacock Hill Road, Crescent Valley Drive, Burnham Drive NW, and Borgen Boulevard. Outside the city limits to the southwest, Olympic Drive NW and Wollochet Drive NW provide access to residential areas in unincorporated Pierce County.

The roadway characteristics of these arterials in the study area are shown in **Figure 1-3**. The majority of roadways within the city limits are two lanes with a speed limit of 25 mph. The speed is reduced to 20 mph along North Harborview Drive in the downtown area. There are retail shops on both sides of the street in this area, and the reduced speed provides increased safety for pedestrians crossing the street between shops. In addition, Soundview Drive has three lanes (one lane in each direction and a center, two-way, left-turn lane along portions of the roadway). Outside of the city limits, all roadways are also two lanes, with the exception of Olympic Drive NW (56<sup>th</sup> Street NE), Point Fosdick Drive, and Borgen Boulevard, which have three lanes in some sections, and Point Fosdick Drive which has five lanes from Olympic to 44<sup>th</sup> Street NW. Borgen Boulevard has portions of four lanes with two roundabouts. The speed limit on these roadways varies between 30 and 35 mph.

Pedestrian and bicycle facilities are an integral part of the transportation network, and the provision for these facilities will be incorporated in the transportation improvement program. Currently, sidewalks are provided at least on one side of the roadway on most city arterials. In addition, separate bicycle lanes are provided on various roadways, including Soundview Drive and on portions of Rosedale Street, Point Fosdick Drive, and North Harborview Drive. Parking is allowed in the retail center on Harbor View Drive and North Harborview Drive.

Existing intersection traffic control devices also are indicated on **Figure 1-3**. Within the city, there are signalized intersections at Pioneer Way/Grandview Street, Pioneer Way/Kimball Drive, Olympic Drive /Point Fosdick Drive, Wollochet Drive/Hunt Street, Olympic Drive/Holycroft Street, Rosedale Street/Schoolhouse Avenue, and 38<sup>th</sup> Avenue/56<sup>th</sup> Street. In addition, the SR 16 northbound and southbound ramps at Olympic Drive, and the SR 16 northbound ramp at Pioneer Way, are signalized. All other major intersections and SR 16 ramp intersections are stop sign controlled, except the SR 16/Burnham Drive northbound and southbound ramps, which intersects a single lane roundabout on the southbound ramps and a two-lane roundabout on the northbound ramps.



### Traffic Volumes

A comprehensive set of street and intersection traffic counts was collected in 1997. Average weekday traffic volumes (AWDT) are summarized in **Figure 2-1**. AWDT volumes represent the number of vehicles traveling a roadway segment over a 24-hour period on an average weekday. P.M. peak hour traffic volumes represent the highest hourly volume of vehicles passing through an intersection during the 4-6 p.m. peak period. Since the p.m. peak period volumes usually represent the highest volumes of the average day, these volumes were used to evaluate the worst case traffic scenario that would occur as a result of the development.

### Intersection Level Of Service

The acknowledged method for determining intersection capacity is described in the current edition of the Highway Capacity Manual (*Transportation Research Board* [TRB], Special Report 209). Capacity analyses are described in terms of Level of Service (LOS). LOS is a qualitative term describing the operating conditions a driver will experience while driving on a particular street or highway during a specific time interval. It ranges from LOS A (little or no delay) to LOS F (long delays, congestion).

The methods used to calculate the levels of service in the 1998 analysis are described in the *1994 Highway Capacity Manual* (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is average stopped delay, which is defined as the total time vehicles are stopped in an intersection approach during a specified time period divided by the number of vehicles departing from the approach in the same time period.

The methods used to calculate the levels of service subsequent to 2000 are described in the 2000 Highway Capacity Manual (Special Report 209, Transportation Research Board). The measure of effectiveness for signalized intersections is control delay, which is defined as the sum of the initial deceleration delay, queue move up delay, stopped delay and final acceleration delay.

For unsignalized intersections, level of service is based on an estimate of average stopped delay for each movement or approach group. The evaluation procedure is a sequential analysis based on prioritized use of gaps in the major traffic streams for stop controlled and yield controlled movements (i.e., left turns off of the major street); these two movement types at unsignalized intersections will be referred throughout the remainder of this report as “controlled movements”. In most jurisdictions in the Puget Sound region, LOS D or better is defined as acceptable, LOS E as tolerable in certain areas, and LOS F as unacceptable.

The City of Gig Harbor is required by RCW 36A.070(6)(b) “to prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of the development are made concurrent with the development.”

The City of Gig Harbor has constructed several roundabouts since adoption of the transportation element, including a six-legged roundabout at the intersection of Borgen Blvd, Burnham Drive, Canterwood Blvd and the SR 16 on and off-ramps. These intersections require evaluation with specific roundabout analysis software. The City of Gig Harbor will determine appropriate LOS analysis procedures for the roundabouts consistent with the LOS policy of the plan. The City or its designee will conduct all LOS calculations for roundabouts in the City of Gig Harbor to ensure consistency in analysis. Developers will reimburse the city or its designee the cost to complete the analysis if the development is shown to impact a roundabout with any new trips.

#### Traffic Accidents

Traffic accident records compiled by the Gig Harbor Police Department for the 17-month period from January, 1999, through and including May, 2000, were reviewed. The Police Department accident records included the date and location of each accident, and specified an accident type: “injury,” “non-injury,” “hit-and-run,” “parking lot,” or “pedestrian/cyclist.”

During the 17-month period analysis period there were 308 accidents on the Gig Harbor street system, of which 72 (23%) were injury accidents. Only two accidents involved pedestrians or bicyclists, though both of these accidents involved injuries.

The streets with the greatest accident experience were Olympic Drive, along which 84 accidents occurred (five per month), and Point Fosdick Drive, along which 69 accidents occurred (four per month). Pioneer Way and Hunt Street each experienced 22 accidents, and Wollochet Drive and Harborview Drive each experienced 18. No other street experienced more than 15 accidents.

#### **Transit Service and Facilities**

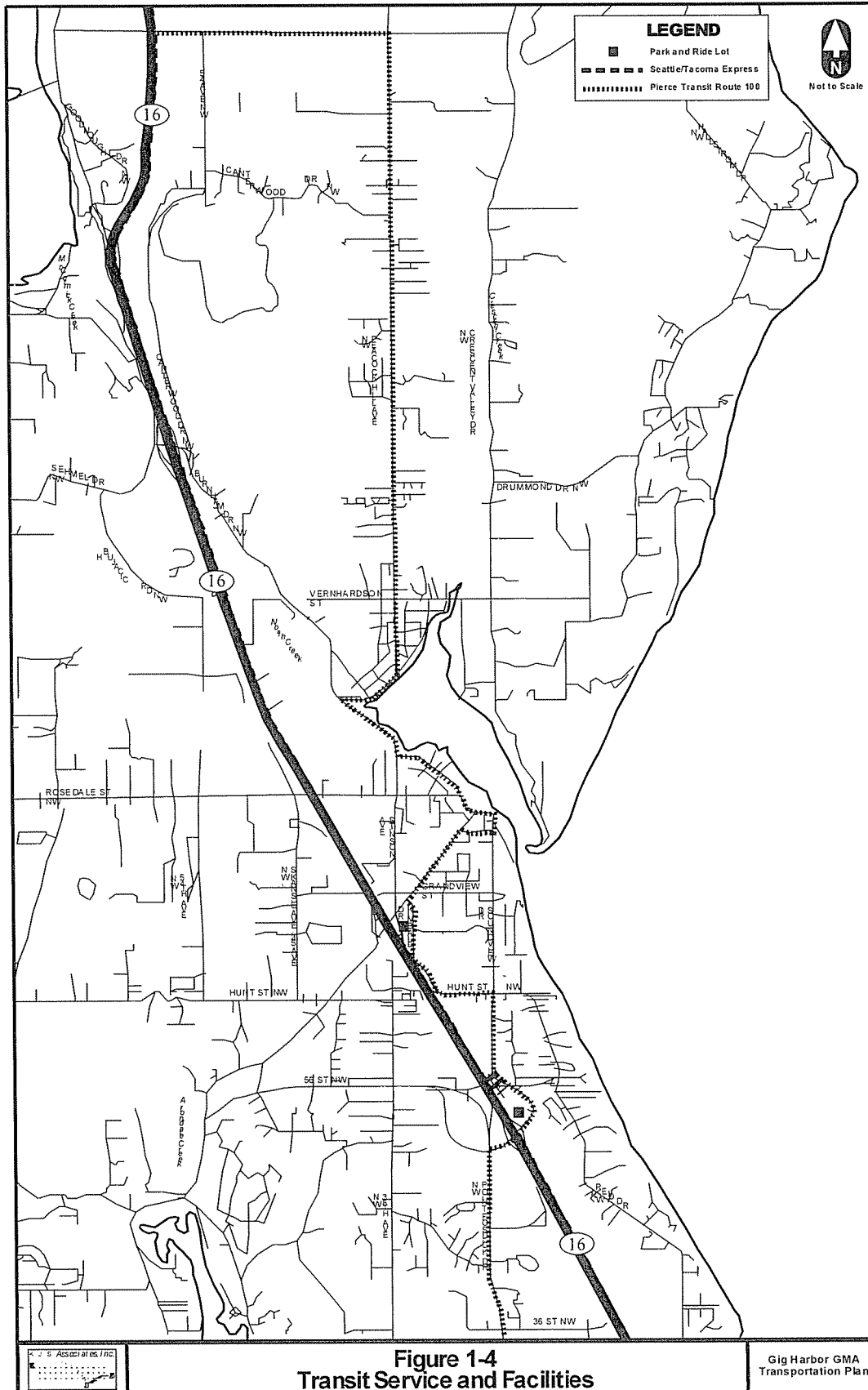
The service provider for Gig Harbor is Pierce Transit. The four transit routes that currently serve Gig Harbor are shown in **Figure 1-4**.

Route 100 extends from the Gig Harbor Park and Ride to the Tacoma Community College Transit Center. During weekdays, the route operates on half-hour headways, and on one-hour headways on the weekends. Route 102 provides express bus service from Purdy to Downtown Tacoma via the Gig Harbor Park and Ride. It operates during weekday peak hours only, with service being provided every 30 minutes.

Local bus service in Gig Harbor is provided by Routes 111 and 112. Route 111 runs from the Gig Harbor Park and Ride to the Gig Harbor Library at Point Fosdick. Hourly service from morning to evening is provided on this route seven days a week. Route 112 extends from the Purdy Park and Ride to the Gig Harbor Park and Ride via Peacock Hill Avenue. Transit service for this route also operates on one hour headways, seven days a week. Route 113 from Key Center connects with Routes 100, 102, and 112 at the Purdy Park and Ride.

Pierce Transit continues to look at ways to improve transit service to and from the peninsula area. Possible improvements include the creation of several entirely new park and rides. The creation of new transit routes will depend heavily on increased capacity on the Tacoma Narrows Bridge.





## **Planned Transportation Improvements**

Based on projections by Pierce County, this area of the state, including the study area, will continue to grow. Specifically, it is expected that residential growth will occur on the Gig Harbor peninsula and job growth will occur in the area between the city and Tacoma.

### **Pierce County Transportation Plan**

In order to adequately address the existing and future transportation issues, Pierce County completed the Pierce County Transportation Plan in 1992. The proposed project list was updated in 2000 and incorporated into the Gig Harbor Peninsula Community Plan. The project list has not been revised since adoption of the Community Plan in 2001. Project priorities are identified as: Premier Priority, High Priority, Medium Priority, and Low Priority. Conservatively, Pierce County believes they will be able to fund all Premier and High Priority projects and half of the Medium Priority projects. Optimistically, they hope to be able to fund all projects on county roads. Premier and High Priority projects that impact the study area are listed below.

#### **Premier Priority**

- P28. 56<sup>th</sup> Street, Wollochet Drive to Point Fosdick Drive: Widen to four lanes; provide pedestrian and drainage improvements.
- P29. Wollochet Drive, 40<sup>th</sup> Street to Gig Harbor City Limits: Widen to four lanes; improve intersections and shoulders.
- P53. Sehmel Drive NW, 70<sup>th</sup> Avenue NW to Bujacich Road NW: Improve intersections, alignment and shoulders.
- P63. 38<sup>th</sup> Avenue, 36<sup>th</sup> Street to Gig Harbor City Limits: Improve intersection and shoulders.
- P73. Jahn Ave/32<sup>nd</sup> Street/22<sup>nd</sup> Avenue, Stone Drive to 36<sup>th</sup> Street: Realign and improve shoulders

#### **High Priority**

- P30. Point Fosdick Drive, 56<sup>th</sup> Street to Stone Drive: Provide pedestrian and drainage improvements; improve intersections.
- P42. Hunt Street NW, Lombard Drive NW to Gig Harbor city limits: Improve intersections, alignment, and shoulders.
- P50. Ray Nash Drive NW, 36<sup>th</sup> Street NW to Rosedale Street NW: Improve alignment and widen shoulders.

- P64. 144<sup>th</sup> Street NW/62<sup>nd</sup> Avenue NW, intersection (Peninsula High School): Channelization and possible traffic control.
- P68. 96<sup>th</sup> Street NW, Crescent Valley Drive NW to city limits: Add paved shoulders.
- P76. Point Fosdick Drive NW/Stone Drive NW/34<sup>th</sup> Avenue NW, intersection: Channelization, traffic control, and realignment.

Pierce County Six-year Transportation Improvement Program (TIP)

The prioritization process for transportation projects in unincorporated Pierce County is implemented through the Six-Year Road Program and the Annual Road Program. The projects identified that impact the study area for 2004-2009 are summarized below.

- Rosedale Street, 66<sup>th</sup> Avenue NW to Lombard Drive NW. Reconstruct roadway to improve vertical alignment.
- Fillmore Drive/Gustafson/56<sup>th</sup> Street NW. Provide turn lane(s) at intersection.
- Hunt Street, 46<sup>th</sup> Avenue NW to Lombard Drive NW: Reconstruct roadway to improve horizontal/vertical alignment.
- Wollochet Drive, Fillmore Drive NW to 40<sup>th</sup> Street NW: Widen and reconstruct roadway to provide more lane(s).
- Point Fosdick Drive NW/36<sup>th</sup> Street NW: County portion of Gig Harbor intersection project.
- 36<sup>th</sup> Street NW, city limits to 22<sup>nd</sup> Avenue NW. Reconstruct to improve vertical alignment.
- Jahn Avenue NW/32<sup>nd</sup> Street NW/22<sup>nd</sup> Avenue NW, 36<sup>th</sup> Street NW to 24<sup>th</sup> Street NW. Reconstruct roadway to improve horizontal/vertical alignment.

As future funds become available, the improvement projects from the Pierce County Comprehensive Transportation Plan will be added to the most recent six-year road program.

Gig Harbor Six-year Transportation Improvement Plan (TIP)

The City is required to update its Transportation Improvement Plan (TIP) every year. The TIP is adopted by reference, and a copy of the current plan can be obtained from the City's Public Works Department.

### Washington State Department of Transportation Highway Improvement Program

The 20-year WSDOT Highway System Plan includes several potential projects in the Gig Harbor vicinity. These include:

- Construction of a 750 stall park and ride lot in the Purdy area.
- Widening of SR 302 to four lanes with a restricted median from the Key Peninsula Highway to SR 16.
- Widening of SR 16 from four lanes to six creating HOV lanes, interchange improvements, TSM/TDM, and Intelligent Transportation System improvements from SR 302 to the Pierce/Kitsap county line.

WSDOT’s funded project list includes:

- Construct core HOV lanes, new interchange, and Intelligent Transportation System improvements to SR 16 between the 36<sup>th</sup> Street interchange and the Olympic interchange.
- Overlay existing ramps at the Wollochet Drive interchange on SR 16.
- Construct core HOV lanes, interchange improvements, frontage road, and Intelligent Transportation System improvements to SR 16 at the Olympic interchange to Purdy (SR 302)

In addition, WSDOT is currently constructing a new Tacoma Narrows Bridge to provide significantly increased capacity for the congested crossing on the existing bridge. An integral element of the new bridge project is construction of a split diamond interchange with half at 24<sup>th</sup> Street and half at 36<sup>th</sup> Street. The 24<sup>th</sup> Street improvements are integral to the Tacoma Narrows Bridge project, and a portion of the improvements in P73 will be included in the bridge project. The new Tacoma Narrows Bridge will significantly increase highway capacity and improve access between the Gig Harbor/Peninsula area and the “mainland” (Tacoma, I-5, etc.). These capacity and access improvements will have a significant effect on long-term growth and development in and around Gig Harbor, and will affect Gig Harbor area travel patterns, traffic volumes, and transportation improvement needs.

This Gig Harbor Transportation Element, which is based on and developed for the current growth forecasts, does not account for the transportation system needs and impacts associated with a new Tacoma Narrows Bridge.

The WSDOT has funded a study of SR 302 to develop and analyze new alignments for SR 302 from the Kitsap Peninsula to SR 16. The final alignment of SR 302 will affect access and circulation to Gig Harbor.

### **Concurrency Ordinance**

The City of Gig Harbor requires either the construction of or financial commitment for the construction of necessary transportation improvements from the private or public sector within six years of the impacts of a development. Methods for the City to monitor these commitments include:

- Annual monitoring of key transportation facilities within updates to the Six-Year Transportation Improvement Program (TIP);
- Monitoring intersections for compliance with the City’s LOS Standard. The City of Gig Harbor LOS for intersections is LOS D; except for specified intersections in the Downtown Strategy Area and North Gig Harbor Study Area.
  - The specific intersections and the current LOS for each in the Downtown Strategy Area are:
    - Harborview Drive/North Harborview Drive LOS F
    - Harborview Drive/Pioneer Way LOS F
    - Harborview Drive/Stinson Avenue LOS F
    - Harborview Drive/Rosedale LOS D
    - North Harborview Drive/Peacock Hill LOS C
    - Harborview/Soundview LOS B

The above intersections may be allowed to operate at a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

- The specific intersections and the LOS for each in the North Gig Harbor Area are:
  - Burnham Drive/Borgen Drive/Canterwood Blvd/SR16 Ramps LOS E

The above intersection shall operate at LOS E or better (80 seconds of delay)

- Identifying facility deficiencies;
- Reviewing comprehensive transportation plan and other related studies for necessary improvements;
- Making appropriate revisions to the Six-Year TIP; and
- Complying with HB 1487 and WSDOT for coordinated planning for transportation facilities and services of statewide significance.

## **SECTION 2. TRAFFIC FORECASTING AND ANALYSIS**

Traffic forecasting is a means of estimating future traffic volumes based on the expected growth in population and employment within an area. For the Gig Harbor area, traffic forecasts were prepared using current traffic counts, a travel demand forecasting computer model prepared for

the Pierce County Transportation Plan, and estimates of population and employment developed for the City’s Comprehensive Land Use Plan. As specified by the Growth Management Act (GMA), a 20 year horizon was used in the process to produce traffic forecasts for 2018.

This is essentially the same process as was followed in the 1994 Comprehensive Plan Transportation Element. **Table 2-1** below summarizes the population and employment growth assumptions that were used for the traffic forecasts.

**Table 2-1. Growth Assumptions, 1998–2018 2004-2024**

Year	Population	Employment
<del>1998</del> <u>2004</u>	<del>6,900</del> <u>7,000</u>	<del>5,230</del> <u>5,585</u>
<del>2006</del> <u>2014</u>	<del>14,560</del> <u>8,109</u>	<del>7,700</del> <u>6,330</u>
<del>2018</del> <u>2024</u>	<del>21,370</del> <u>9,028</u>	<del>7,259</del> <u>7,259</u>

**Methodology**

The growth in population and employment in an area provides a basis for estimating the growth in travel. Population growth generally results in more trips produced by residents of homes in the area, and employment growth generally results in more trips attracted to offices, retail shops, schools, and other employment or activity centers. To estimate future traffic volumes resulting from growth, computerized travel demand models are commonly used. In areas where travel corridors are limited, growth factors applied to existing traffic counts can be also an effective approach to traffic forecasting.

A combined approach was used for the City of Gig Harbor. The Pierce County Transportation Plan computer model developed by KJS provided information on area wide growth and was used as a tool in assigning traffic to various roads and intersections. For growth data, the 1998 Draft Gig Harbor Comprehensive Plan Update (prepared by the Beckwith Consulting Group) was used. Traffic counts taken in 1996 and 1997 provided data on existing travel patterns.

Primary Sources of Information

The primary sources of information used to forecast travel demand in Gig Harbor and the surrounding Urban Growth Area (UGA) were the Pierce County Transportation Model, the Gig Harbor Comprehensive Plan Update, and the Gig Harbor Travel Demand Model.

Pierce County Transportation Model

KJS Associates developed a 2010 travel demand model for Pierce County as a part of the county's GMA Transportation Planning program (the model has since been updated by Pierce County). The Pierce County transportation model is based on the Puget Sound Regional Council’s (PSRC) regional model covering King, Pierce, Snohomish and Kitsap Counties. The

model utilizes the standard transportation planning methodology: Trip Generation, Trip Distribution, Modal Choice and Trip Assignment.

For the Pierce County model, a system of traffic analysis zones (TAZs) was developed based on the same boundaries used by the PSRC in the regional model. This enabled KJSA to use the zonal demographic and street network data which PSRC provides, for the regional system, and to refine that information to provide more detail within Pierce County. The model was calibrated to 1990 conditions; 1990 traffic counts were used to calibrate the model's traffic flow patterns, and 1990 demographic/land use data provided the basis for the trip generation, trip distribution, mode choice, and traffic assignment assumptions. All forecasts from the model were based on 2000 and 2010 demographic/land use forecasts from PSRC.

Since the PSRC 20-year demographic forecasts appear to be consistent with the GMA forecasts for the City and IUGA, the PSRC 2010 database was used in the revised Pierce County model as the basis for travel demand forecasts.

#### Gig Harbor Comprehensive Plan Update

As a part of the Comprehensive Plan Update, the City used the existing and proposed comprehensive land use plans to estimate the residential and employment capacities of various areas of the Gig Harbor Interim Urban Growth Area (IUGA). In doing so, the IUGA was divided into 71 "units", or zones, for analysis purposes.

The existing land uses and an inventory of the number of platted lots within each zone were used to estimate the existing population of each zone. The size of commercial and employment/business areas on the Land Use plan was used to estimate the employment capacities within each zone.

#### Gig Harbor Travel Demand Model

The 71 land use zones from the Comprehensive Plan were used to create a more detailed traffic analysis zone structure within the Pierce County model. The 1998 population estimates and employment capacities for each of the 71 zones in the Comprehensive Plan Update were used to initially allocate the 1990 population and employment data from PSRC to each TAZ within the IUGA. The 1990 data were used since this is the most recent census which provides complete information for the area outside of the Gig Harbor IUGA. The 1990 data were then factored to 1998 estimates using the Comprehensive Plan information and 1998 traffic counts.

The growth in population and employment within each zone was converted into travel demand by the model. Since the base year was calibrated using 1998 traffic volumes, the 20-year growth in travel demand produced by the model resulted in 2018 travel demand estimates. This is consistent with the requirement of GMA.

Employment growth, unlike population growth, was assumed to occur around existing areas of high employment. Like the allocation of population, employment was allocated to each zone based on the capacities of the zone as calculated by Beckwith in the Comprehensive Plan Update.

To insure that the travel demand calculated by the model resulted in accurate estimates of traffic volumes on the road network, 1998 traffic counts on selected roads were used to calibrate the model. However, the model results are at best only a rough estimate of future traffic volumes. They provided a guide to general traffic trends and flow patterns, rather than exact traffic volumes on specific roadway links.

All trips were assigned to the City and County arterial system based on existing trip distribution and traffic assignment patterns. In addition to the population and employment forecast assumptions, specific assumptions were required to determine growth in external traffic volumes. For the Pierce County Peninsula Focus Area, the external connections in the south are the SR 16 highway crossing at the Tacoma Narrows Bridge and north to Kitsap County.

#### North Gig Harbor (NGH) Subarea Traffic Model 2005

A subarea traffic model was developed for the North Gig Harbor Traffic Mitigation Study (2005). The model was developed to analyze three Comprehensive Plan Amendments in 2005/6. Proposed and pipeline projects in the NGH subarea and a buildout analysis were included in the traffic model to identify transportation impacts and required mitigation.

#### **Traffic Analysis (1998)**

Existing (1998) daily traffic volumes on key roadway segments or links, and intersection levels of service are shown in Figure 2-1. The existing 1998 p.m. peak hour intersection levels of service are compiled in Table 2-2. As shown in Table 2-3 below, there are significant delays at three stop-sign controlled intersections in 1998.

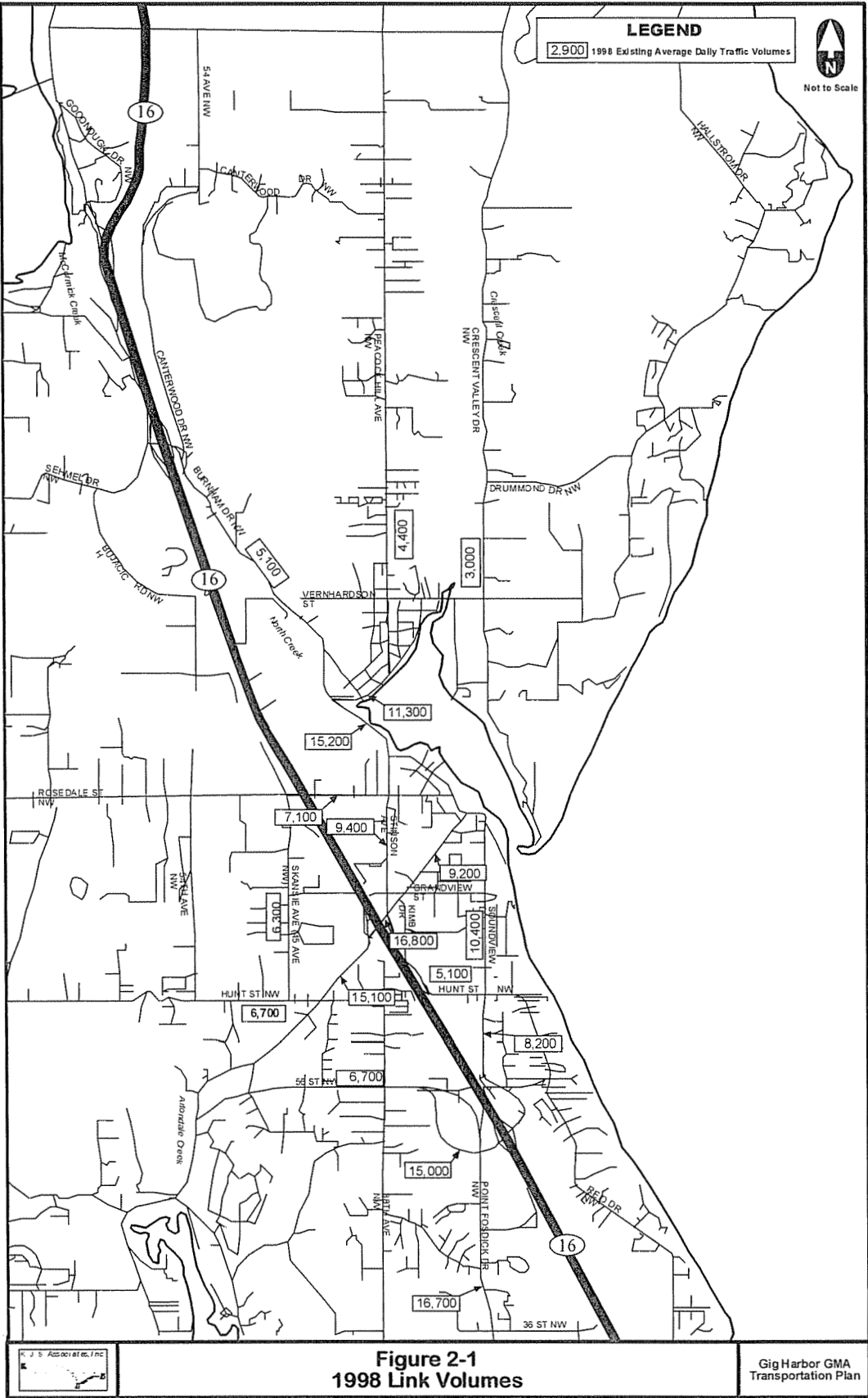


Table 2:2: 1998 Intersection Levels of Service

<b>SIGNALIZED INTERSECTIONS</b>	<b>1998 LOS</b>
38 <sup>th</sup> Ave E/56th NW	C (D <sup>**</sup> )
Olympic Dr/SR 16 NB ramps	C (D <sup>**</sup> )
Olympic Dr/SR 16 SB ramps	C (C <sup>**</sup> )
Pioneer Wy/Grandview St	A
Pioneer Wy/SR 16 NB ramps	D (E <sup>**</sup> )
Point Fosdick Dr/Olympic Dr	D (D <sup>**</sup> )
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	B (C <sup>**</sup> )
<b>UNSIGNALIZED INTERSECTIONS</b>	<b>1998 LOS</b>
36th Ave/Pt Fosdick Dr	C
Crescent Valley Dr/Drummond Dr	B
Harborview Dr/North Harborview Dr	F
Harborview Dr/Pioneer Way	F
Harborview Dr/Stinson Ave	F
Hunt/Skansie	C
Olympic/Hollycroft	C
Peacock Hill Ave/North Harborview Dr	A
Rosedale St/Skansie Ave	B
Rosedale St/Stinson Ave	C
Soundview Dr/Hunt St	B
SR 16 NB ramps/2 lane roundabout	A* (A <sup>**</sup> )
SR 16 SB ramps/Single lane roundabout	B* (B <sup>**</sup> )
SR 16 SB ramps/Wollochet Dr	F (F <sup>**</sup> )
Borgen Blvd/51 <sup>st</sup> roundabout	A* (A <sup>**</sup> )

\* 2004 existing condition

( A<sup>\*\*</sup>) 2005 existing condition DEA 2005, City of Gig Harbor 2005Note: Refer to North Gig Harbor Traffic Mitigation Study for additional 2005 intersection operations in the NGH Study area.



**Traffic Analysis - 2018**

Once the model was calibrated to existing conditions, growth rates were applied to estimate traffic volumes for 2018. **Figure 2-2** shows roadway link volumes for 2018. **Figure 2-3** shows the intersection level of service for 2018, which is also summarized in **Table 2-3** below.

**Table 2-3: PM Peak Hour Intersection Levels of Service**

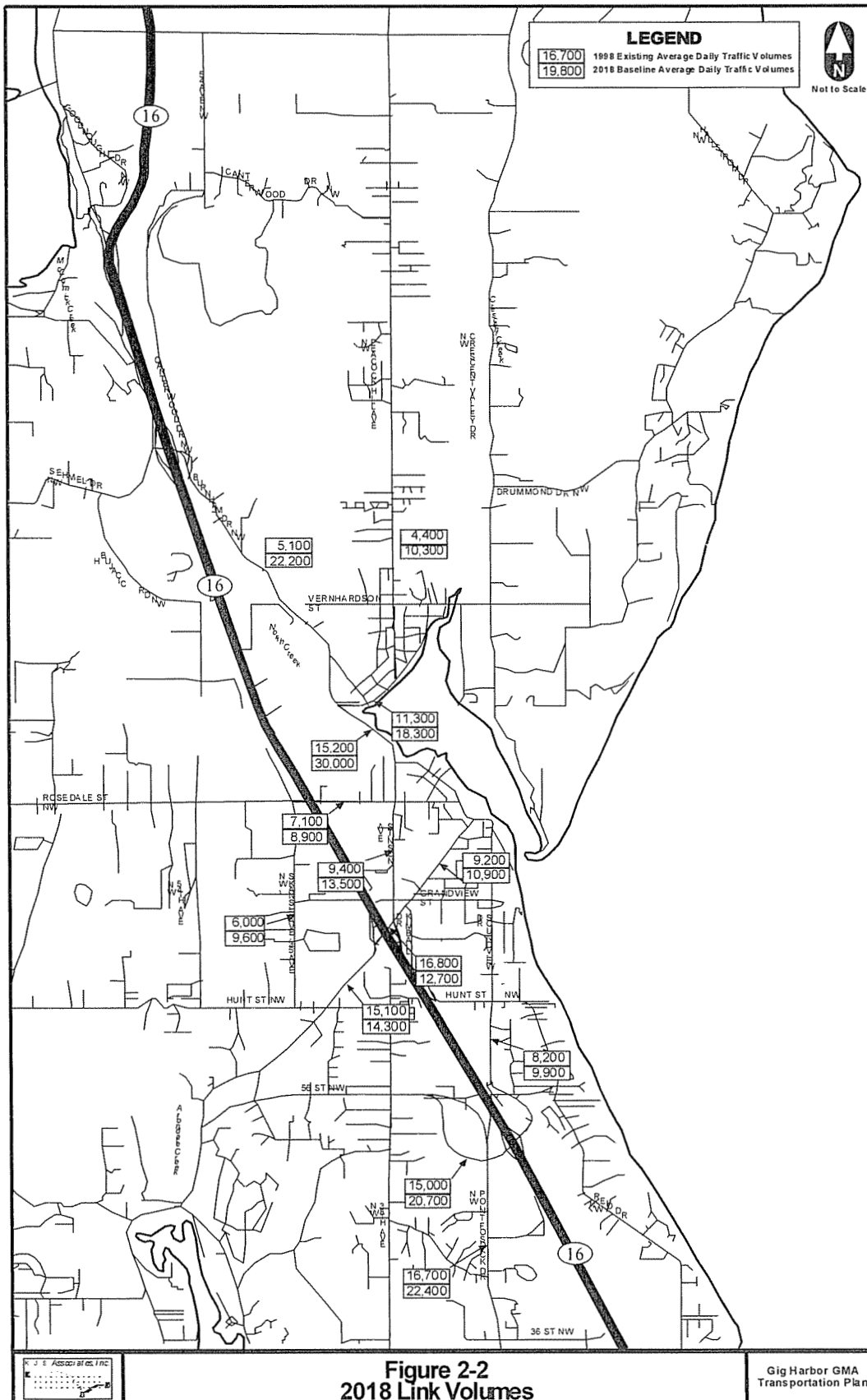
<b>SIGNALIZED INTERSECTIONS</b>	<b>2018 LOS</b>
38 <sup>th</sup> Ave E/56th NW	F
Olympic Dr/SR 16 NB ramps	C
Olympic Dr/SR 16 SB ramps	C
Olympic/Hollycroft	C
Pioneer Wy/Grandview St	B
Pioneer Wy/SR 16 NB ramps	D
Point Fosdick Dr/Olympic Dr	D
Rosedale/Schoolhouse	A
Wollochet Dr/Hunt St	F
<b>UNSIGNALIZED INTERSECTIONS</b>	<b>2018 LOS</b>
36th Ave/ Point Fosdick Dr	F
Crescent Valley Dr/Drummond Dr	F
Harborview Dr/North Harborview Dr	F*
Harborview Dr/Pioneer Wy	F*
Harborview Dr/Stinson Ave	F*
Hunt/Skansie	F
Peacock Hill Ave/North Harborview Dr	B
Rosedale St/Skansie Ave	C
Rosedale St/Stinson Ave	F
Soundview Dr/Hunt St	F
SR 16 NB ramps/2 lane roundabout	D** F***
SR 16 SB ramps/Single lane roundabout	F** F***
SR 16 SB ramps/Wollochet Dr	F
Stinson Ave/Grandview St	F
Borgen Blvd/51 <sup>st</sup> roundabout	A** E***

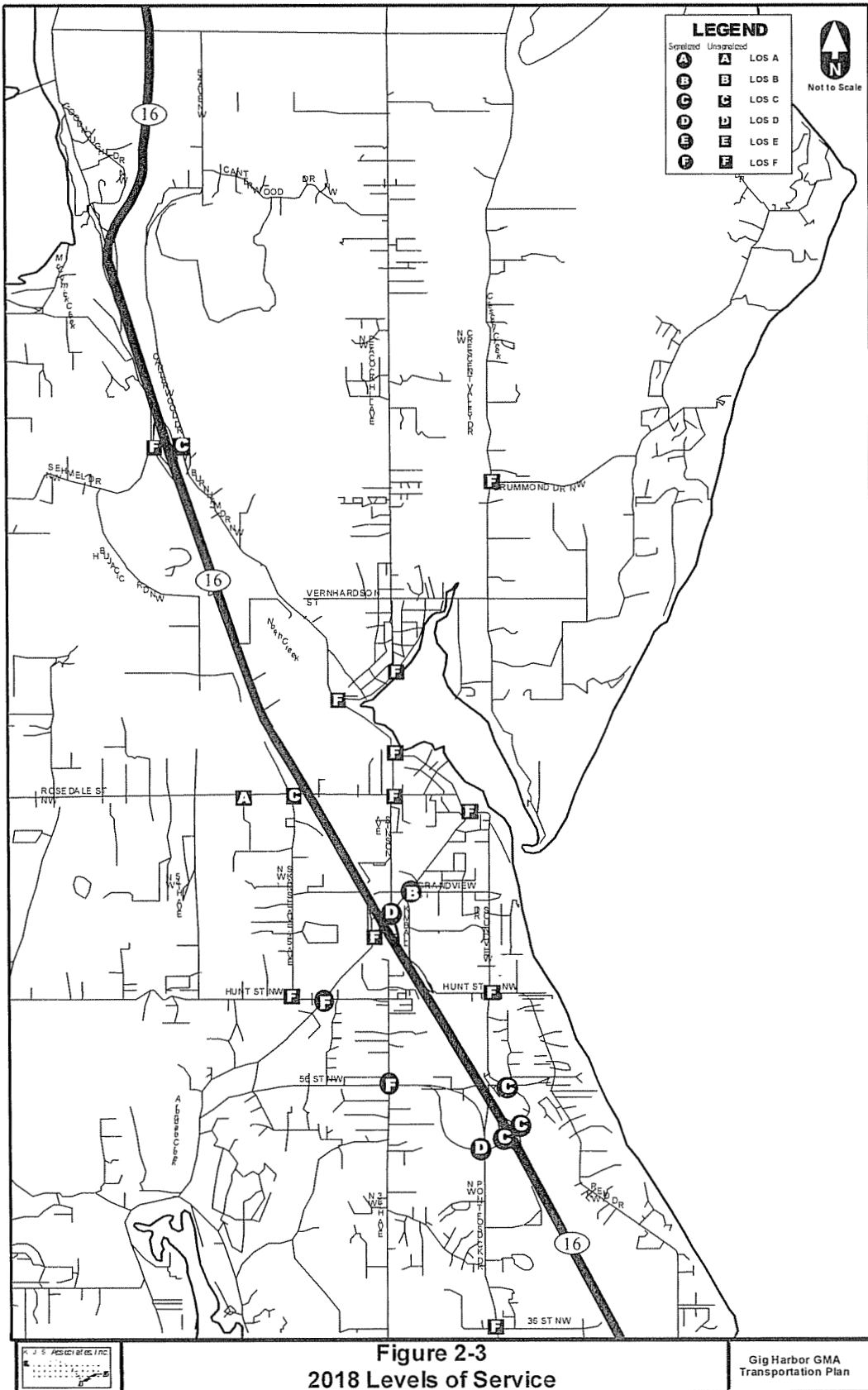
\* Located within the downtown strategy area. Intersection impacts will be investigated on a case by case basis with implementation of various transportation strategies.

\*\* 2013 Level of Service Summary

\*\*\* 2005 plus unmitigated pipeline conditions DEA 2005

Note: Refer to North Gig Harbor Traffic Mitigation Study for additional updated future intersection operations in the NGH Study area.





### **North Gig Harbor Traffic Analysis 2005**

The North Gig Harbor Traffic Mitigation Study 2005 included an analysis of traffic operations in the NGH area and was completed to identify transportation mitigation requirements for three Comprehensive Plan Amendments. The Study identified near term transportation impacts of pipeline development, near term development proposals and buildout of the subarea. Potential long term mitigation measures for the NGH study area were identified. The future traffic volumes and intersection LOS shown for the NGH subarea are superseded by those in the NGH Traffic Mitigation Study. The technical analysis of the study is incorporated herein by reference.

### **SECTION 3. ALTERNATIVES ANALYSIS**

This section discusses the major transportation system improvements necessary to address identified deficiencies in the 2018 analysis year.

The potential improvements are organized in three categories: 1) roadway improvements, 2) intersection improvements, and 3) other improvements and transportation strategies.

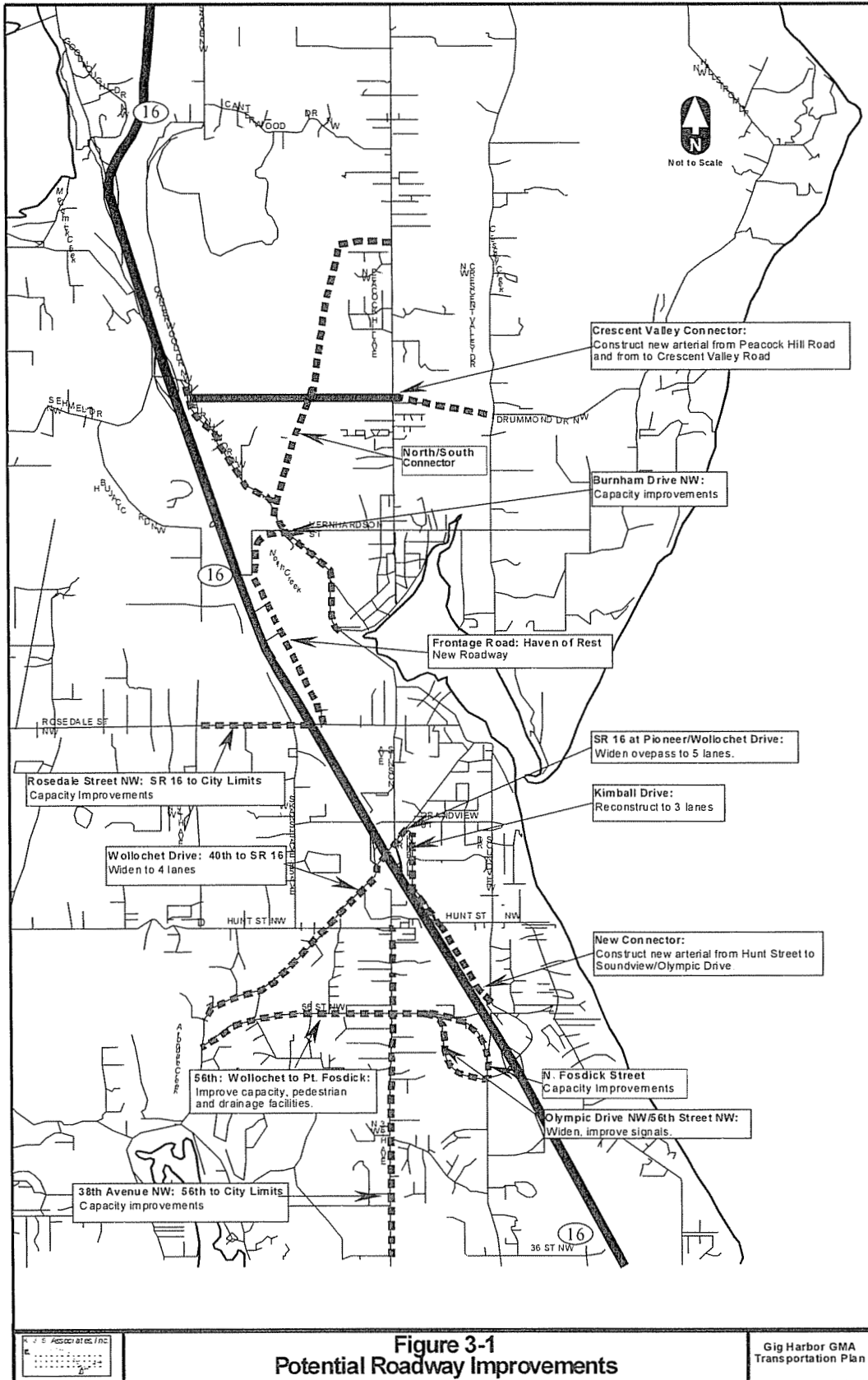
#### **Roadways**

Figure 3-1 shows the potential roadway improvements, which include roadway widening, new arterial links, structures, and freeway and ramp improvements. Projects include a new north-south connector from Burnham Drive to Borgen Blvd. for circulation and access in the Gig Harbor north area, and a new east-west. Other improvements call for widening of several arterials, including Olympic Drive NW, Wollochet Drive, and Rosedale Street NW. Several other projects were dependent upon approval and construction of the new Tacoma Narrows Bridge, which is under construction.

#### **North Gig Harbor Roadways 2005**

The North Gig Harbor Traffic Mitigation Study 2005 identified a long-range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered if needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. Funding for the roadway plan has not yet been determined, and therefore development approvals may be delayed until funding is secured pursuant to GMA requirements.





**Intersections**

By 2018, the most significant level of service problems would occur at intersections whose movements are controlled by stop signs rather than traffic signals. Stop signs are efficient under relatively low volume conditions, or where clear preference for through traffic movement is desired.

Most of the high-volume stop sign controlled intersections in Gig Harbor will deteriorate to LOS F for the worst movement by 2018. Typically, installation of traffic signals will resolve such conditions. However, in the downtown strategy area, where capacity improvements such as widening or signalization would severely impact the character of quality of the area, the City shall make every effort to implement and require developers to implement “transportation improvements and strategies” other than traditional roadway or intersection capacity expansion improvements, and to instead consider such methods as increased public transportation service, ride sharing programs, site access control, demand management, and other transportation systems management strategies.

Tables 3-1 and 3-2 summarize the options examined at each signalized and unsignalized intersection, and the recommended improvement is noted for each intersection. Additional discussion is contained in Section 6 under recommendations.

**Table 3-1: Evaluation of Improvements at Signalized Intersections**

<b>SIGNALIZED INTERSECTIONS</b>	<b>2018 LOS</b>	<b>Discussion</b>	<b>Recommendations</b>
Wollochet Drive/Hunt Street	B	No improvement needed	
Pioneer Way/SR 16 NB ramps	LOS F (high volumes on fwy overxing)	Widening overcrossing per WSDOT plans and constructing east/west road will improve LOS	Implement WSDOT plans for this interchange
Pioneer Way/Grandview Street	B	No improvement needed.	

**Table 3-2: Evaluation of Improvements at Unsignalized Intersections**

UNSIGNALIZED INTERSECTIONS	2018 LOS	Discussion	Recommendation
Harborview Dr/North Harborview	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization for the purposes of improving vehicle flow of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control unless pedestrian safety and mobility can be enhanced with signalization.
Harborview Drive/Stinson	F*	Same as above.	Save as above.
Rosedale/Skansie (46th)	F	Industrial area traffic along Skansie and growth west of SR 16 will create volumes too high for stop-sign control to handle.	Monitor and install traffic signal when warranted.
Harborview Drive/Pioneer Way	F*	The pedestrian character of the area, coupled with relatively low speeds in downtown, makes signalization for the purposes of improving vehicle flow of this intersection not advisable.	Improve pedestrian crossings, ensure adequate sight distances and maintain stop-sign control unless pedestrian safety and mobility can be enhanced with signalization..
SR 16 SB ramps/Wollochet	F	These ramps would be signalized with WSDOT planned improvement.	Implement intersection improvement per WSDOT plans.
Soundview/Hunt Street	D	Kimball connector will improve conditions at this intersection	Monitor and install stop sign all way control when warranted
SR 16 SB ramps/Single lane roundabout	F	Current and future high traffic volumes will require capacity improvements at the existing WSDOT roundabout.	Monitor and coordinate with WSDOT on future improvements.
Stinson/ Grandview	C	No deficiency	none
Stinson/ Rosedale	F	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this location.
Peacock Hill/North Harborview	E	East/west road will reduce volumes sufficiently to level accommodated by stop-sign control	Maintain stop-sign control at this intersection.
Hunt/Skansie	F	High volumes and increased left turns from Skansie require signal control and turn lanes	Monitor and signalize when required.

\* Located within the downtown strategy area. Intersection impacts will be investigated on a case by case basis with implementation of various transportation strategies.

**North Gig Harbor Intersections 2005**

The North Gig Harbor Traffic Mitigation Study 2005 identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in

the NHG Study area, including three proposed Comprehensive Plan Amendments. The existing six-legged intersection at Burnham Drive/Borgen Blvd./Canterwood and the SR 16 on and off-ramps can not support the development allowed under current zoning. The study identified a single point urban interchange as a possible solution to the capacity issue. The interchange is not currently on WSDOT's plan for the SR 16 corridor. The City must determine to what extent it can rely on this project when making concurrency determinations. Concurrency approvals may be limited until a specific SR 16/Burnham Drive interchange capacity improvement project is included in the Regional STIP and WSDOT's system plan.

### **Other Improvements and Strategies**

Over the next two decades, the City of Gig Harbor will experience a 40 percent increase in population and a 70 percent in employment within the City and its surrounding Urban Growth Area (UGA). This growth will also result in an increase in traffic volumes to, from, through and within the city. Transportation strategies must be implemented to accommodate this growth, including:

- Transportation Demand Management strategies such as: Commute Trip Reduction, High Occupancy Vehicles (HOV such as van pools, car pools, etc.), telecommuting and flexible work hours.
- Transportation System Management strategies such as integrated policies and planning, Intelligent Vehicle Highway Systems (IVHS), signal coordination, etc.
- Modal shift from private vehicles to transit and carpooling.
- Enhancements of non-motorized travel to encourage alternate modes of transportation such as walking, cycling and elimination of trips altogether through commute trip reduction.
- Upgrading of existing motorized facilities.
- Construction of new motorized facilities.

The above strategies will require close coordination of efforts with the Washington State Department of Transportation, Pierce Transit, Pierce County and Kitsap County. The development of TSM and TDM policies and procedures should be consistent with other surrounding jurisdictions programs and will require public involvement.

Transportation Demand Management goals should be integrated with the development review process and should be a part of any traffic impact assessment and mitigation program.

The City Council, Planning Commission and the residents of Gig Harbor value a balance between motorized and non-motorized alternatives to help solve transportation issues in Gig Harbor.

Specific Projects for Transportation Demand Management include:

- Comply with state commute trip reduction program for major employers.
- Develop a comprehensive transit information program with Pierce Transit.
- Work with Pierce Transit to develop a vanpooling and ridematch service.
- Work with the WSDOT to implement the High Occupancy Vehicle lanes on SR 16 and on and off ramps where applicable.
- Work with the WSDOT to integrate the SR 16 queue by-pass on ramps with City streets.
- Develop a comprehensive parking management strategy to integrate parking availability and pricing with any transportation demand management strategy.
- Work with WSDOT and local transit agencies to provide a Park and Ride lot in the vicinity of the SR 16 Burnham Drive interchange.

Specific projects for Transportation Systems Management would include:

- Work with the WSDOT to coordinate the SR 16 HOV project, local-state signal coordination, driver information and Intelligent Vehicle Highway Systems with the local street network.
- Develop a signal re-timing and coordination project to reduce delay and congestion at the City's signalized intersections.

The recommendations for transportation improvements for the City of Gig Harbor address these concerns. The motorized improvements focus on intersections and roadways, while the recommendations for non-motorized travel consist primarily of ways to expand the bicycle facilities, complete the sidewalk network and evaluate other options. Recommendations for transit are mainly directed to Pierce Transit, which serves the City of Gig Harbor.

#### **SECTION 4. RECOMMENDED TRANSPORTATION PLAN**

The Growth Management Act requires an assessment of how well a recommended transportation plan meets the requirements of the Act and how well the level of service goals are met. The recommended improvements are summarized in **Table 4-1**.

**Table 4-1 Recommended Transportation Plan**

<i>Roadway Facility</i>	<i>Limits</i>	<i>Description</i>	<i>Lead Agency</i>	<i>Trigger Year</i>
56th Street–Point Fosdick Drive	Olympic – Olympic	Reconstruct to 3 lanes	Gig Harbor	2009
Skansie Avenue pedestrian improvements	Alternative High School - Rosedale	Minor widening, sidewalk, drainage	Gig Harbor	2004
Grandview Street Ph 2	Stinson – Pioneer	Reconstruct to 2 lanes; bike; pedestrian	Gig Harbor	2007
Grandview Street Ph 3	McDonald - Soundview	Reconstruct, bike; pedestrian	Gig Harbor	2008
45 <sup>th</sup> Avenue	Point Fosdick – 30 <sup>th</sup>	Sidewalk on one side	Gig Harbor	2006
38th Avenue Ph 1	56th St – city limits	Reconstruct to 2/3 lanes; bike; pedestrian	Gig Harbor	2010
Olympic Drive–56th Street	38th – Point Fosdick	Widen to 5 lanes; bike lanes; pedestrian, drainage	Gig Harbor	2007
Prentice Street	Burnham – Fennimore	Pedestrian, drainage	Gig Harbor	2008
Briarwood Lane	38th Ave – Pt Fosdick	Pedestrian, drainage	Gig Harbor	2006
Burnham Drive Ph 1	Franklin – Harborview	Reconstruct/widen; pedestrian; drainage	Gig Harbor	2007
38th Avenue Ph 2	56 <sup>th</sup> - Hunt	Reconstruct to 2/3 lanes; bike; pedestrian	Gig Harbor	2008
Vernhardsen Street	Peacock Hill – city limit	Pavement restoration; pedestrian; drainage	Gig Harbor	2007
Rosedale Street Ph 2	SR 16 – city limit	Widen to 2 thru lanes; bike	Gig Harbor	2006
Franklin Avenue Ph 2	Burnham–Peacock Hill	Pedestrian, drainage	Gig Harbor	2008
Point Fosdick pedestrian improvements	Harbor County – 36 <sup>th</sup>	Sidewalk on east side	Gig Harbor	2010
Harborview Drive	N Harborview - Burnham	Reconstruct roadway; bike, pedestrian	Gig Harbor	2009
Rosedale Street Ph 3	SR 16 – Shirley	Widen to 2 thru lanes; bike; pedestrian; drainage	Gig Harbor	2009
North-South Connector (Swede Hill Road)	Borgen – Burnham	Corridor preservation	Gig Harbor	2007
Burnham Drive Ph 2	Franklin – North/South Connector	Widen roadway; pedestrian; drainage	Gig Harbor	2010
50 <sup>th</sup> Court	Olympic – 38 <sup>th</sup>	Construct 2 lane roadway; pedestrian	Gig Harbor	2008
Crescent Valley Connector	Peacock – Crescent Valley	New roadway	Pierce County	2008
38 <sup>th</sup> Avenue /Hunt Street Ph 1	Skansie – 56 <sup>th</sup>	Design 2/3 lane section w/ median; bike	Gig Harbor	2008
Burnham Drive Ph 3	North/South Connector - Borgen		Gig Harbor	2010
Hunt St Ped Xing of SR 16	38 <sup>th</sup> – Kimball	Construct Ped undercrossing	Gig Harbor	2006
Wollochet Drive	Hunt St – SR 16	Widen roadway; pedestrian	Pierce County	2011
<i>Intersection</i>	<i>Limits</i>	<i>Description</i>	<i>Lead Agency</i>	<i>Trigger Year</i>
36th/Point Fosdick	intersection	Improve intersection	Gig Harbor	2004
Hunt/Skansie	intersection	Install signal	Gig Harbor	2010
<i>Other Improvements</i>				
Downtown parking lot	Central business district	Off-street parking	Gig Harbor	2010

Figure 4-1 shows the estimated 2018 daily traffic volumes on selected links with the improvements listed in the recommend transportation plan.

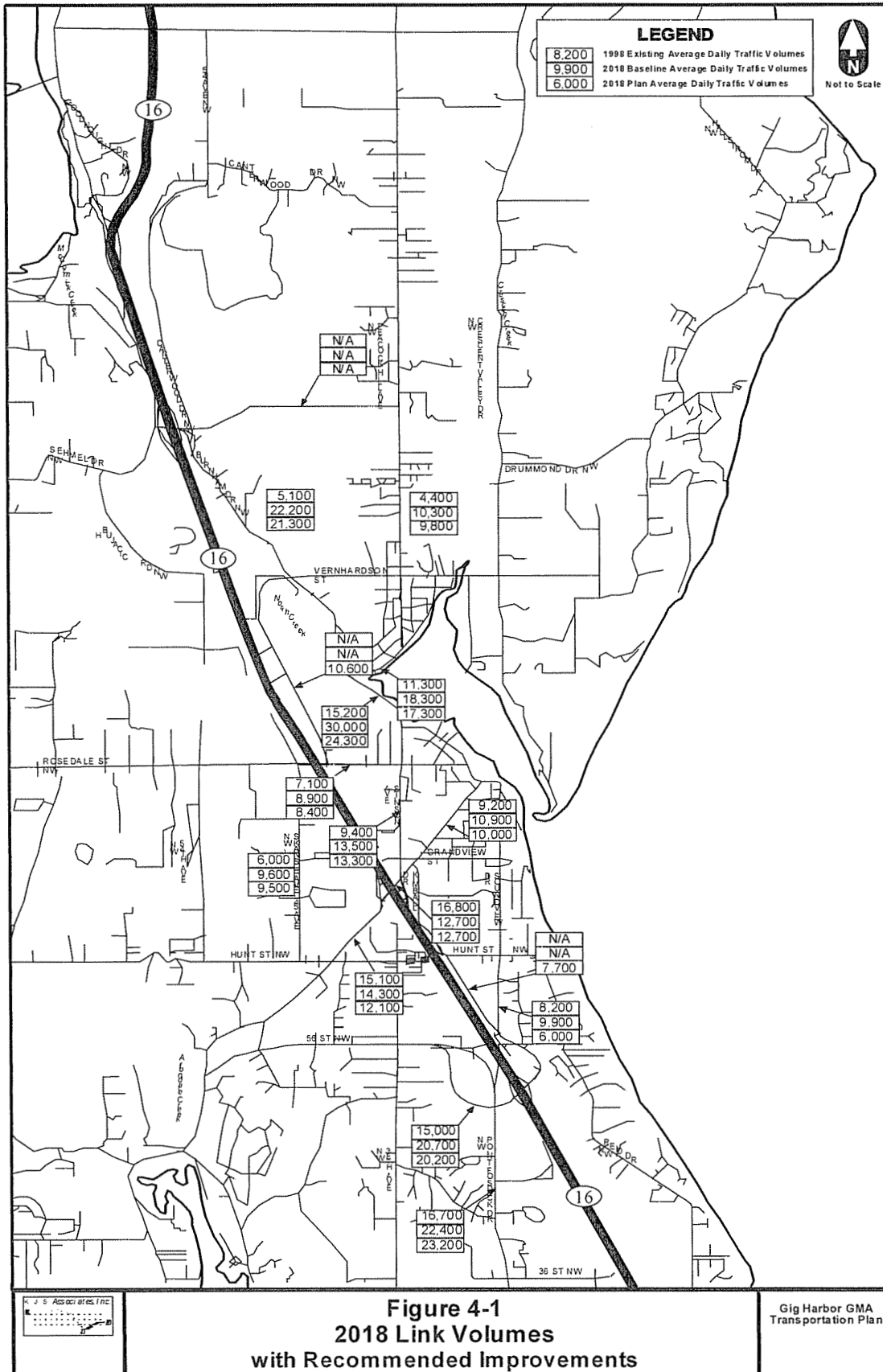
### **Roadway Improvements**

Due to the proposed Tacoma Narrows bridge project which is currently under construction, many transportation improvements may be required to either be modified or constructed. The City has included many of these projected improvements in an effort to identify costs and other constraints related to these major projects. All of the identified improvements have a major impact to the City and the underlying transportation infrastructure.

- 1) At the time of the traffic modeling was conducted, the City excluded those major projects related to the bridge and only included the projects directly related to the City's existing and projected growth and infrastructure needs.

### **North Gig Harbor Roadway Improvements 2005**

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. The projects are not currently funded, but are demonstrated to provide a consistent transportation plan for the land use in the NGH area these projects may be considered, if funding or a strategy for funding those projects is in place per GMA requirements.





**Intersection Improvements**

The 2018 levels of service at key intersections with the improvements in the Recommended Plan are shown in **Table 4-2**.

**Table 4-2: 2018 Plan Intersection Levels of Service**

<b>INTERSECTION</b>	<b>No Improvements</b>	<b>With Recommended Improvements</b>
36th St/Point Fosdick Dr <sup>(1)</sup>	F	C
Crescent Valley Dr/Drummond Dr	F	C
Harborview Dr/North Harborview Dr <sup>(2)</sup>	F*	F*
Harborview Dr/Pioneer Wy <sup>(2)</sup>	F*	F*
Harborview Dr/Stinson Ave <sup>(2)</sup>	F*	F*
Hunt/Skansie	F	C
North Harborview Dr/Peacock Hill Ave	F	B
Olympic Dr/Hollycroft	C	C
Olympic Dr/SR 16 NB ramps	C	C
Olympic Dr/SR 16 SB ramps	C	C
Pioneer Wy/Grandview St	B	B
Pioneer Wy/SR 16 NB ramps	D	C
Point Fosdick Rd/Olympic Dr	D	D
Rosedale St/Skansie Ave <sup>(1)</sup>	C	C
Rosedale St/Stinson Ave	F	D
Soundview Dr/Hunt St	F	C
SR 16 SB ramps/Burnham Drive <sup>(1)</sup>	F	#E
SR 16 SB ramps/Wollochet Dr <sup>(1)</sup>	F	A
Wollochet Dr/Hunt St	F	D

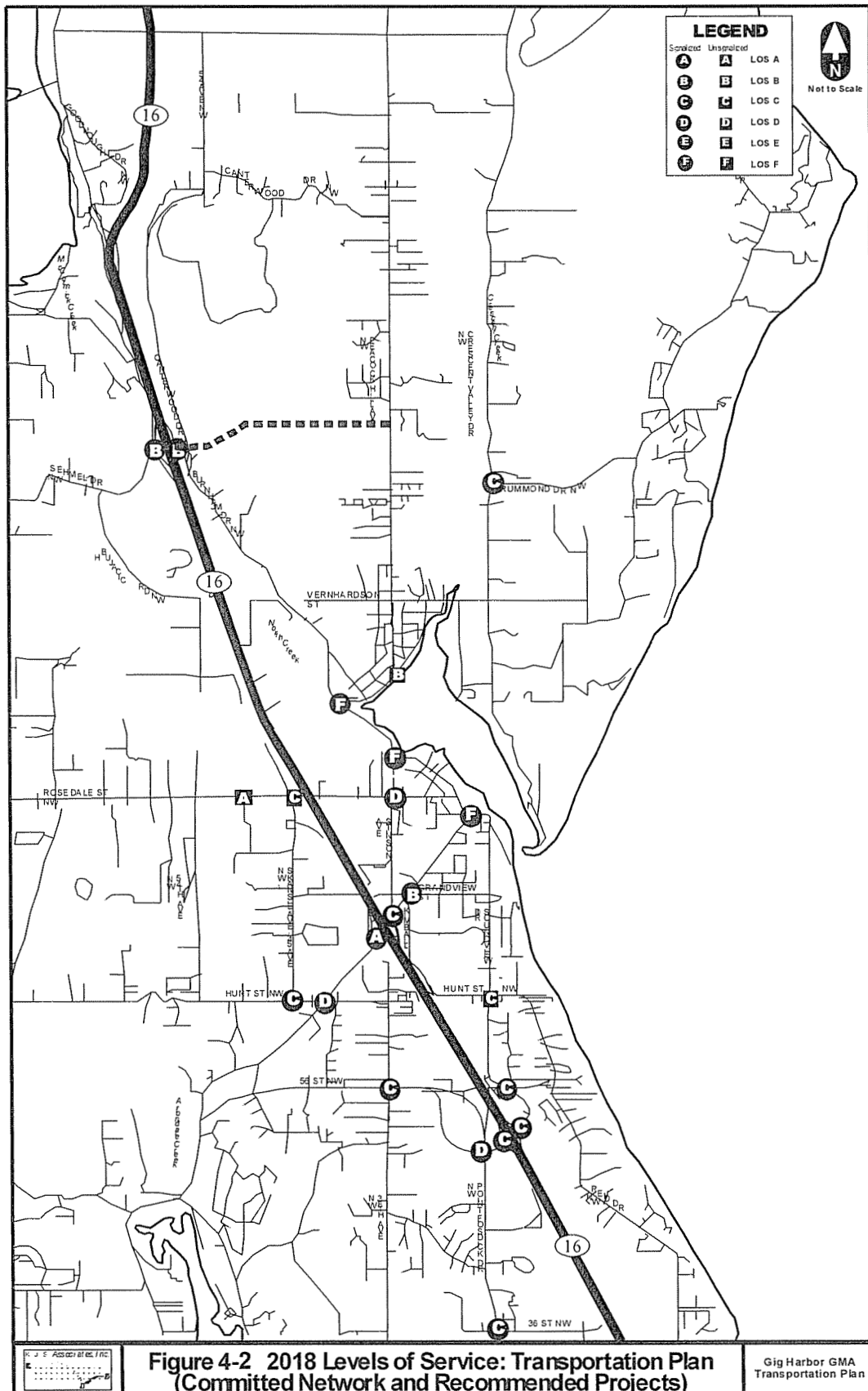
\* recognized as acceptable in the downtown strategy area.

<sup>(1)</sup> Improvement includes signalization.

<sup>(2)</sup> Downtown strategy Area – signalization not recommended.

# with SPUI

**Figure 4-2** shows the 2018 Plan intersection levels of service. The levels of service are based on traffic volumes generated by growth in the area and implementation of the improvements listed in the Recommended Plan. The capacity analysis shows that most of the City’s intersections will be able to meet the LOS D goal. The goal has been met, for the most part, by upgrading unsignalized intersections to signalized operation – or by making other improvements to increase capacity.



## **Other Improvements and Strategies**

### Transit

Gig Harbor participates with the local transit agency, Pierce Transit in a variety of projects. This cooperation has been in the planning and capital improvement projects. Pierce Transit has a System Plan to the year 2020. Long term improvement plans for the Peninsula area include:

- Construct the North Gig Harbor Transit Center near the SR 16 Burnham Drive interchange and add bus routes to serve it.
- Establish more direct regional transit services to major destinations in the Tacoma, Bremerton, Olympia and Seattle areas.
- Increased paratransit services.
- Increase ridesharing (carpool and vanpool) programs.
- Construct capital projects listed in the 6-year Capital Improvement Plan.

### Marine Transportation

The waterfront and harbor of Gig Harbor are a primary focus area for many of the City's activities including commercial, retail, industrial, tourism and recreation activities. These activities create generate traffic and parking demand which is concentrated around Harborview and North Harborview arterials.

There is demand for marine improvements in Gig Harbor. Access for public or private marine services should be provided at a central dock location near the downtown area. Continued upgrading and enhancement of the Jerisich Park dock area should be emphasized. The increased use of marine services would also place demands on downtown parking.

Possibilities of provision of recreational passenger ferry services should be coordinated with private providers. Some discussions have taken place regarding private ferry services to Gig Harbor, and the City should continue to pursue these opportunities. Due to the high costs and parking impacts associated with commuter ferry services, it is not recommended that the city pursue passenger-only ferry services with Washington State Ferries.

### Coordinating Transportation and Land Use Planning To Support Transit and Pedestrian Oriented Land Use Patterns

To ensure that this plan is consistent with evolving land use patterns, and to guide land use and new development with respect to transportation that promotes transportation-related goals, the City will work towards:

- Reducing vehicle trips and vehicle miles traveled during peak periods to minimize the demand for constructing costly road improvements;
- Providing effective public transportation services to help reduce car dependence in the region and serve the needs of people who rely on public transportation;
- Encouraging bicycle and pedestrian travel by providing inviting, safe, convenient and connected routes, education and incentive programs, and support services such as bike racks, showers and lockers;
- Maintaining and improving a network of highways, streets and roads that moves people, goods and services safely and efficiently, minimizes social and environmental impacts, and supports various modes of travel.
- Providing adequate connections and access among all transportation modes.

### Non Motorized Travel

The residential character of Gig Harbor makes non-motorized travel an important aspect of the Transportation Element. A complete pedestrian and bicycle network would link neighborhoods with schools, parks, and retail activity, allowing residents and visitors to walk or bicycle to these areas rather than drive.

Outside of the downtown retail core, sidewalks have been constructed sporadically, resulting in a discontinuous system of walkways for pedestrians. There are even fewer facilities for bicyclists within Gig Harbor; bicyclists must share the traveled lane with motorists. While there are no facilities for equestrians within Gig Harbor, there is generally little demand for equestrian travel.

Recommended improvements for non motorized uses are shown in **Figure 4-3**. The plan outlines pedestrian, bicycle path, and marine service improvements.

### Downtown Strategy Area

Much of Gig Harbor’s commercial, tourist and recreational facilities are located along the waterfront, creating congestion in the downtown area and generating demand for pedestrian amenities and additional parking. Traditional roadway or intersection capacity improvements here would destroy the unique character of the downtown.

Within the downtown strategy area, defined as Harborview Drive and North Harborview Drive between Soundview Drive and Peacock Hill Avenue, the City has reclassified the LOS on the intersections identified below to the LOS Classification shown below. The City is required by RCW 36.70A.070(6)(b) “to prohibit development approval if the development causes the level of service on a locally owned transportation facility to decline below the standards adopted in the transportation element of the comprehensive plan, unless transportation improvements or strategies to accommodate the impacts of the development are made concurrent with the development.” It is the City’s intent to ensure

that the types of “transportation improvements and/or strategies” allowed within this area be oriented towards improved pedestrian safety and convenience. Furthermore, in order to preserve the pedestrian character of the area, the City shall make every effort to implement and require developers to implement “transportation improvement strategies” other than traditional roadway or intersection capacity expansion improvements, and to instead consider such methods as increased public transportation service, ride sharing programs, site access control, demand management and other transportation systems management strategies.

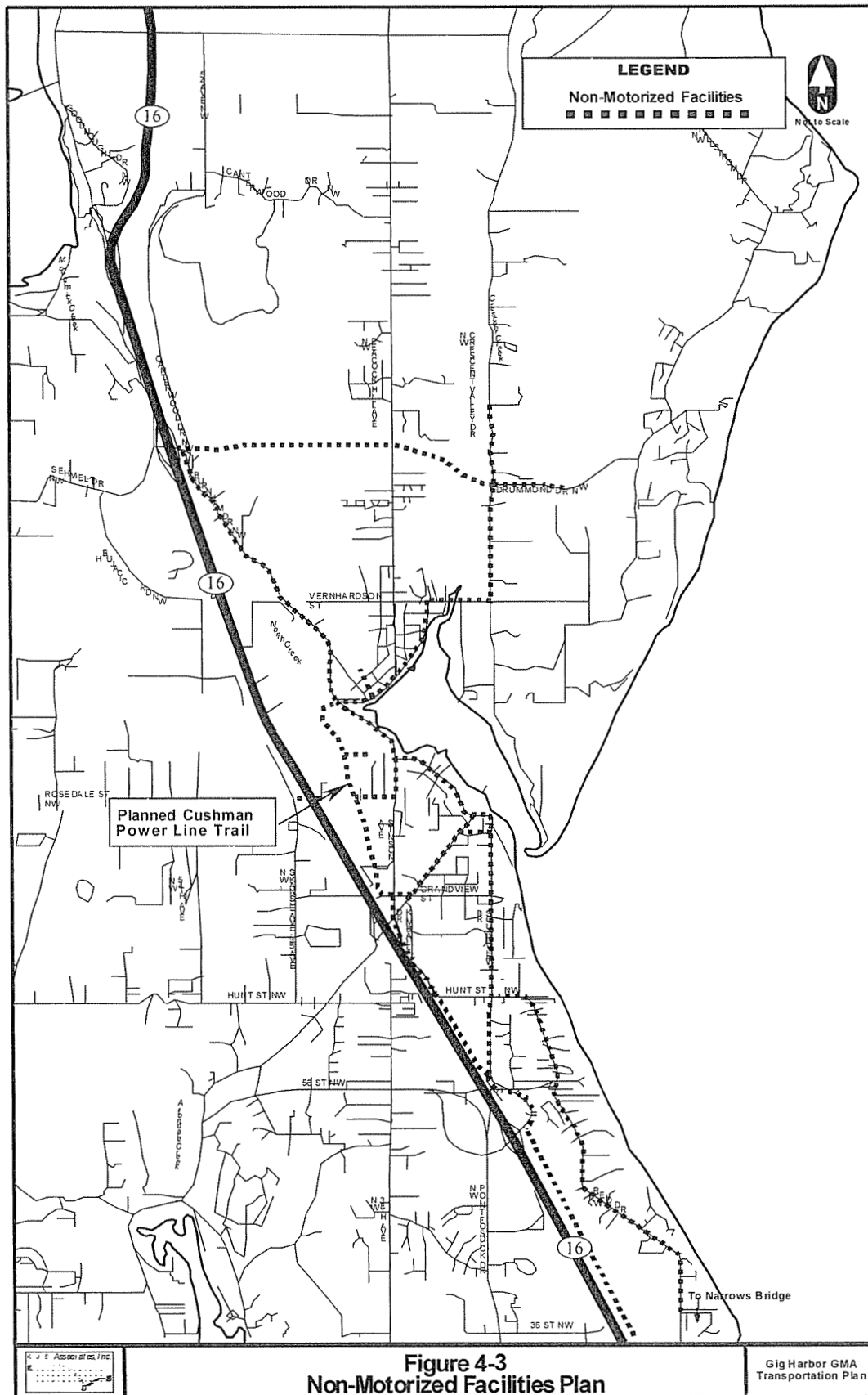
The specific intersections and current LOS that will be considered under the above are

- Harborview Drive/North Harborview Drive      LOS F
- Harborview Drive/Pioneer Way                      LOS F
- Harborview Drive/Stinson Avenue                LOS F
- Harborview Drive/Rosedale                        LOS D
- North Harborview Drive/Peacock Hill            LOS C
- Harborview/Soundview                              LOS B

The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

### **North Gig Harbor LOS**

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP’s), consistent with this element to ensure concurrency is maintained. The buildout potential of the NGH Study area is such that maintaining LOS D for the intersection of Borgen/Canterwood/Burnhan Drive/SR 16 is not feasible due to environmental and fiscal constraints. An LOS E standard is proposed for the intersection to provide a reasonable balance between land use, LOS, environmental impacts and financial feasibility.



## SECTION 5. HOUSE BILL 1487 COMPLIANCE

The 1998 legislation House Bill 1487 known as the “Level of Service” Bill, amended the Growth Management Act; Priority Programming for Highways; Statewide Transportation Planning, and Regional Planning Organizations. The combined amendments to these RCWs were provided to enhance the identification of, and coordinated planning for, “transportation facilities and services of statewide significance (TFSSS)” HB 1487 recognizes the importance of these transportation facilities from a state planning and programming perspective. It requires that local jurisdictions reflect these facilities and services within their comprehensive plan.

To assist in local compliance with HB 1487, the Washington State Department of Transportation (WSDOT), Transportation Planning Office and the Washington State Department of Community Trade and Development, Growth Management Program, (now Office of Community Development [OCD]) promulgated implementation guidelines in the form of a publication entitled “Coordinating Transportation and Growth Management Planning”.

Together with these entities, the City of Gig Harbor has worked to compile the best available information to include in the comprehensive plan amendment process.

- Inventory of state-owned transportation facilities within Gig Harbor: SR 16 provides the major regional connection between Tacoma, Bremerton and the Olympic Peninsula. It connects to Interstate 5 in Tacoma and to SR 302 in Purdy. SR 302 is the only other state-owned transportation facility within the planning area, connecting SR 16 with SR 3 to Shelton.
- Estimates of traffic impacts to state facilities resulting from local land use assumptions: **Figure 5-1** provides 20-year traffic volumes for SR-16, which is the only state facility within Gig Harbor. The volumes were generated by Pierce County model, which includes land use assumptions for 2018 for Gig Harbor.
- Transportation facilities and services of statewide significance (TFSSS) within Gig Harbor: SR 16 is included on the proposed list of TFSSS.
- Highways of statewide significance within Gig Harbor: The Transportation Commission List of Highways of Statewide Significance lists SR 16 as an HSS within the City of Gig Harbor and its growth area.
- The North Gig Harbor Traffic Mitigation Study 2005 identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The Study found that SR 16/Burnham Interchange would fail at build out conditions. Additional access to SR 16 at 144<sup>th</sup> Ave was identified as a possible mitigation measure, and in traffic modeling provided benefits to operations at the Burnham Drive/BorgenBlvd interchange.

The City of Gig Harbor asserts that proposed improvements to state-owned facilities will be consistent with the Regional Transportation Plan (RTP) and the State Highway System Plan within Washington’s Transportation Plan (WTP).

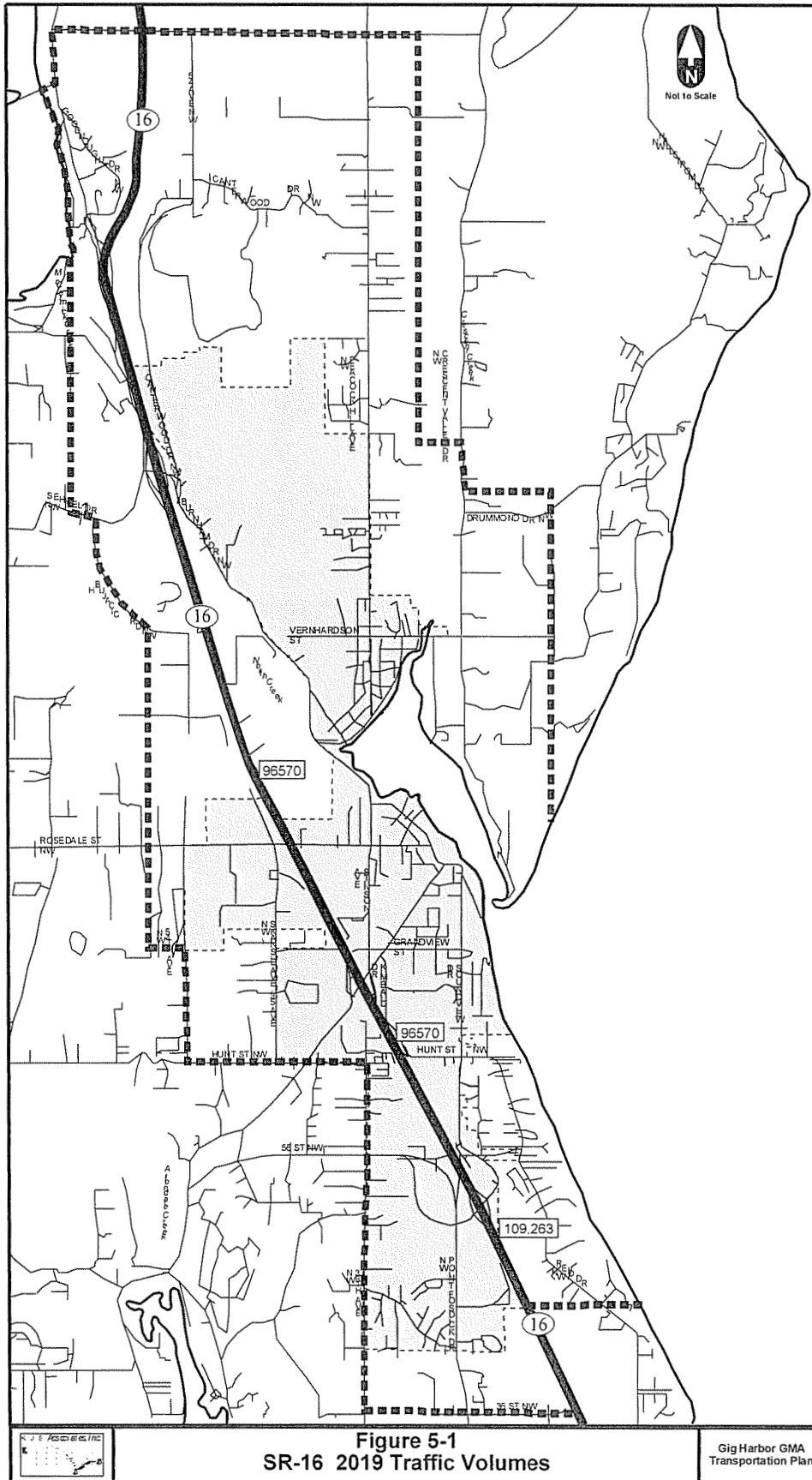
In conjunction with SR16, WSDOT has adopted an LOS standard of D for SR16 and PSRC has adopted an LOS standard of C for SR302.

~~The City of Gig Harbor acknowledges that the concurrency requirement does not apply to transportation facilities and services of statewide significance in Pierce County.~~

WSDOT has several improvements planned in conjunction with the new Tacoma Narrows Bridge project, including a new interchange at 24<sup>th</sup> Street and 36<sup>th</sup> Street and SR16/Wollochet Drive ramp improvements. The increased capacity and access caused by the bridge construction will affect the Gig Harbor area transportation improvement needs and long-term growth and development in the area. Several major transportation improvements will be required within the City of Gig Harbor and neighboring Pierce County. These include:

- Hunt Street Pedestrian Overcrossing
- Crescent Valley Connector
- Hunt/Kimball Connector
- North-South Connector
- Expanded interchange at SR 16 Burnham Drive
- Added Access to SR 16 at 144<sup>th</sup> Avenue or similar location





## SECTION 6. FINANCIAL ANALYSIS AND CONCURRENCY

The State of Washington's Growth Management Act (GMA) requires that a jurisdiction's transportation plan contain a funding analysis of the transportation projects it recommends. The analysis should cover funding needs, funding resources, and it should include a multi-year financing plan. The purpose of this requirement is to insure that each jurisdiction's transportation plan is affordable and achievable. If a funding analysis reveals that a plan is not affordable or achievable, the plan must discuss how additional funds will be raised, or how land use assumptions will be reassessed.

### **Federal Revenue Sources**

The 1991 federal Intermodal Surface Transportation Efficiency Act (ISTEA) reshaped transportation funding by integrating what had been a hodgepodge of mode- and category-specific programs into a more flexible system of multi-modal transportation financing. For highways, ISTEA combined the former four-part Federal Aid highway system (Interstate, Primary, Secondary, and Urban) into a two-part system consisting of the National Highway System (NHS) and the Interstate System. The National Highway System includes all roadways not functionally classified as local or rural minor collector. The Interstate System, while a component of the NHS, receives funding separate from the NHS funds.

In 1998, the Transportation Efficiently Act for the 21<sup>st</sup> Century (TEA-21) continued this integrated approach, although specific grants for operating subsidies for transit systems were reduced.

National Highway System funds are the most likely source of federal funding support available for projects in Gig Harbor. **Table 6-1**, taken from the Highway Users Federation of the Automotive Safety Foundation pamphlet *The Intermodal Surface Transportation Efficiency Act of 1991*, describes the types of projects that qualify for funding under NHS (the categories and definitions were virtually unchanged in TEA-21).

To receive TEA21 funds, cities must submit competing projects to their designated Regional Transportation Planning Organization (RTPO) or to the state DOT. Projects which best meet the specified criteria are most likely to receive funds. Projects which fund improvements for two or more transportation modes receive the highest priority for funding. (e.g., arterial improvements which includes transit facilities and reduces transit running times, and constructs pedestrian and bicycle facilities where none existed before).

**Table 6-1. Projects Eligible for National Highway System Funding**

- 
- Construction, reconstruction, resurfacing, restoration and rehabilitation and operational improvements to NHS segments
  - Construction and operation improvements to non-NHS highway and transit projects in the same corridor if the improvement will improve service to the NHS, and if non-NHS improvements are more cost-effective than improving the NHS segment.
  - Safety improvements
  - Transportation planning
  - Highway research and planning
  - Highway-related technology transfer
  - Start-up funding for traffic management and control (up to two years)
  - Fringe and corridor parking facilities
  - Carpool and vanpool projects
  - Bicycle transportation and pedestrian walkways
  - Development and establishment of management systems
  - Wetland mitigation efforts
- 

### **Historical Transportation Revenue Sources**

The City of Gig Harbor historically has used three sources of funds for street improvements:

- Income from Taxes
  - Motor Vehicle Excise Tax (MVET)
  - Motor Vehicle Fuel Tax (MVFT)
- Income from Intergovernmental Sources:
  - HUD Block Grants
  - Federal Aid (FAUS, FAS, ISTEA, etc.)
  - Urban Arterial Board
  - TIB and STP Grants
- Miscellaneous Income:
  - Interest Earnings
  - Miscellaneous Income
  - Developer Contributions
  - Impact Fees (begun in 1996)

In the past, motor vehicle excise tax (MVET) and motor vehicle fuel tax (MVFT) allocations from the state have been the major sources of continuing funding for transportation capital improvements. Initiative 695, passed by the voters in 1999, removed MVET as a significant funding source, so the MVFT (“gas tax”) funding appear

to be the only reliable source of transportation funds for the future. MVET and MVFT also provided funds for state and federal grants which are awarded competitively on a project-by-project basis and from developer contributions which are also usually targeted towards the developer’s share of specific road improvements.

**Revenue Forecast**

The projected revenues for Gig Harbor’s recommended transportation capital improvements are shown in **Table 6-2**. According to these forecasts, approximately 32% of funding for transportation capital improvements for the next 20 years will come from LIDs, general funds and economic grants. Project-specific SEPA mitigation fees and City traffic impact fees will provide 32% of road capital funds. Additionally, approximately 36% will come from project-specific state and federal funding grants and taxes.

**Table 6-2. Gig Harbor Transportation Revenue Forecast, ~~2000~~ 2004 to ~~2018~~ 2024**

<b>Funding Source</b>	<b>Six-year <del>20014-2006</del><u>10</u></b>	<b>Percent</b>	<b>Twenty-year <del>20004-2018</del><u>24</u></b>	<b>Percent</b>
MVFT (“gas tax”)	\$400,000	8.7%	\$2,000,000	15.7 <u>6</u> %
State and federal grants	\$500,000*	10.80%	\$2,600,000*	20.5 <u>2</u> %
SEPA mitigation and Developer Contribution	\$2,000,000	43.5%	\$3,400,000	26.8 <u>5</u> %
City Traffic Impact Fees	\$100,000	2.2%	<del>\$700</del> <u>844</u> ,000	5.5 <u>6</u> .6%
Other funds (LIDs, general funds, economic grants, etc)	\$1,600,000	34.8%	\$4,000,000	31.5 <u>1</u> %
<b>Totals</b>	<b>\$4,600,000</b>	<b>100.0%</b>	<b>\$12,700</b> <u>844</u> ,000	<b>100.00%</b>

\*Includes projected grants for projects whose completion would likely extend beyond 2006.

**Capital Costs for Recommended Improvements**

As discussed in Section 4, there are several capacity-related improvements within the Gig Harbor UGA needed to achieve adequate levels of service by 2018.

The capacity-related improvements listed in **Table 6-3** will be necessary to meet GMA level of service standards in 2018. Most of these projects have already been included in the City’s current *Six-Year Transportation Improvement Program*, along with project-specific identified funding sources.

**Table 6-3. Capacity-related improvement costs, 2004 to 2010**

<i>Facility</i>	<i>Description</i>	<i>Estimated Cost</i>	<i>Predictable (non-grant) Funding</i>
56th Street–Point Fosdick Drive	Reconstruct to 3 lanes	\$2,650,000	\$775,000
Skansie Avenue pedestrian improvements	Minor widening, sidewalk, drainage	\$ 150,000	\$30,000
Grandview Street Ph 2	Reconstruct to 2 lanes; bike, pedestrian	\$250,000	\$250,000
Grandview Street Ph 3	Reconstruct; bike; pedestrian	\$ 510,000	\$510,000
45 <sup>th</sup> Avenue	Sidewalk on one side	\$ 70,000	\$70,000
38th Avenue Ph 1	Reconstruct to 2/3 lanes; bike; pedestrian	\$6,588,000	\$1,788,000
Olympic Drive–56th Street	Widen to 5 lanes; bike lanes; pedestrian, drainage	\$4,000,000	\$1,000,000
Prentice Street	Pedestrian, drainage	\$ 520,000	\$520,000
Brianwood Lane	Pedestrian, drainage	\$ 450,000	\$400,000
Burnham Drive Ph 1	Reconstruct/widen; pedestrian; drainage	\$ 415,000	\$135,000
38th Avenue Ph 2	Reconstruct to 2/3 lanes; bike; pedestrian	\$4,400,000	\$1,400,000
Vernhardsen Street	Pavement restoration; pedestrian, drainage	\$ 223,000	\$198,000
Rosedale Street Ph 2	Widen to 2 thru lanes; bike	\$ 593,000	\$88,000
Franklin Avenue Ph 2	Pedestrian, drainage	\$ 500,000	\$500,000
Point Fosdick pedestrian improvements	Sidewalk on east side	\$ 265,000	\$265,000
Harborview Drive	Reconstruct roadway; bike; pedestrian	\$ 560,000	\$560,000
Rosedale Street Ph 3	Widen to 2 thru lanes; bike; pedestrian, drainage	\$ 445,000	\$60,000
North-South Connector (Swede Hill Road)	Corridor preservation	Developer	\$0
Burnham Drive Ph 2	Widen roadway; pedestrian; drainage	\$2,775,000	\$775,000
50 <sup>th</sup> Court	Construct 2 lane roadway; pedestrian	\$ 1,000,000	\$420,000
Crescent Valley Connector	New roadway	\$4,300,000	\$290,000
38 <sup>th</sup> Avenue /Hunt Street Ph 1	Design 2/3 lane section w/ median; bike	\$ 208,000	\$62,000
Burnham Drive Ph 3		\$4,400,000	\$1,400,000
Hunt St Xing of SR 16 Kimball Dr Ext	Construct 2 lane SR 16 undercrossing	\$12,475,000	\$398,000
Wollochet Drive	Widen roadway, pedestrian	\$5,000,000	\$0
36th/Point Fosdick	Improve intersection	\$ 980,000	\$650,000
Hunt/Skansie	Install signal	\$1,000,000	\$300,000
<b>Total Costs</b>		<b>\$ 54,727,000</b>	<b>\$12,844,000</b>

**Summary of Costs and Revenues**

Based on the revenues and costs listed above, the proposed capacity-related transportation element improvements are affordable within the City’s expected revenues for transportation capital costs. **Table 6-4** summarizes costs and revenues for the six and twenty year periods analyzed in the transportation element.

As shown in **Table 6-4**, the City expects to obtain a proportion of anticipated revenues from grants or other discretionary sources. The revenue estimate indicates the City will

be able to pay for its share of the recommended improvements, however, none of the assumptions about existing sources are guaranteed. The proposed projects include several that could receive matching funds from state and federal grant programs, for which there is considerable competition and limited grant funding. Should the necessary grant funds not be available, the City has several other strategies it can employ to balance revenues and public facility needs. These strategies, listed below, range from the development of other funding sources to the revision of City land use and growth policies:

- Obtain funds from other sources (e.g., loans)
- Revise land use policy
- Pursue cost-sharing opportunities with other agencies (e.g., WSDOT or Pierce County) and/or the private sector

The proposed improvements over the next 20 years total \$53,442,000. Proposed improvements and expected revenues are therefore balanced as shown in the **Table 6-4** below. The projects that have been excluded from the revenue obligation requirements are the Hunt Street overcrossing, the Crescent Valley connector, the Hunt/Kimball connector and the North-South Connector.

**Table 6-4. Summary of capacity-related project capital costs and revenues**

Category	Six-year 2004-2010	Percent of Revenues	Twenty-year 2000-2018	Percent of Revenues
<u>Projected Revenues</u>	<u>\$54,727,000</u>	<u>100.0%</u>	<u>\$54,727,000</u>	<u>100%</u>
predictable sources	\$12,844,000	23%	\$12,844,000	23%
grant sources	\$41,883,000	77%	\$41,883,000	77%
Projected Expenditures	\$54,727,000	100%	\$54,727,000	100%
Net	\$-0-	0%	\$-0-	0%

**North Gig Harbor Capital Cost and Revenue Summary 2005**

The North Gig Harbor Traffic Study identified a long range system of transportation improvements to support the buildout of existing and proposed zoning in the NHG Study area, including three proposed Comprehensive Plan Amendments. The projects identified may be considered as needed in future Transportation Improvement Plans (TIP's), consistent with this element to ensure concurrency is maintained. The projects identified in the study include City, County, State, and Developer responsibility. The revenue required for the projects was identified. The projects are not yet funded. The projects may be added to the TIP as revenue sources such as impact fees, agency contributions, and or grants are obtained. A new revenue source was created in 2006 by passage of HB 2670, allowing the creation of Benefit Districts for infrastructure improvements, this revenue source could generate as much as \$2,000,000 per year towards infrastructure improvements.

## **SECTION 7. GOALS AND POLICIES**

The transportation goals contained in this element are:

- Create an Effective Road and Sidewalk Network.
- Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.
- Design and Construction Standards
- Level of Service Standards
- Air Quality

### **GOAL 11.1: CREATE AN EFFECTIVE ROAD AND SIDEWALK NETWORK.**

The City of Gig Harbor shall plan for an effective road network system.

- Policy 11.1.1 Complete development of the arterial road grid serving the planning area.
- Policy 11.1.2 Develop a trans-highway connector across SR-16 at Hunt Street.
- Policy 11.1.3 Establish a Kimball connector which would provide access between Hunt and Soundview Road and reduce traffic volumes on Soundview.
- Policy 11.1.4 Establish a functional classification system which defines each road's principal purpose and protects the road's viability.
- Policy 11.1.5 Develop an arterial and collector system which collects and distributes area traffic to SR-16.
- Policy 11.1.6 Define a collector road system which provides methods for transversing the neighborhoods, districts and other places within the area without overly congesting or depending on the arterial system or any single intersection.
- Policy 11.1.7 Establish effective right-of-way, pavement widths, shoulder requirements, curb-gutter-sidewalk standards for major arterials, collectors and local streets.
- Policy 11.1.8 Improve collector roads in the planning area particularly Rosedale and Stinson Avenues, to provide adequate capacity for present and future projected traffic loads, pedestrian and bicyclist activities.
- Policy 11.1.10 Work with downtown property owners to determine an effective parking plan of business owners.
- Policy 11.1.11 Provide planning and design assistance in establishing a local parking improvement district for the downtown area.

### **GOAL 11.2: MODAL BALANCE**

Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.

- Policy 11.1.1 Work with Pierce Transit to satisfy local travel needs within the planning area, particularly between residential areas, the downtown and major commercial areas along SR-16.

- Policy 11.2.2 Work with Pierce Transit to locate Pierce Transit Park and Ride lots in areas which are accessible to transit routes and local residential collectors, but which do not unnecessarily congest major collectors or arterial roads or SR-16 interchanges.
- Policy 11.2.3 Establish a multipurpose trails plan which provides designated routes for pedestrians and bicyclists.
- Policy 11.2.4 Designate routes around Gig Harbor Bay, within the Crescent and Donkey Creek corridors, from the Shoreline (north Gig Harbor) business district to Goodman school and into Gig Harbor North, from the downtown business district to Grandview Forest Park and other alignments which provide a unique environmental experience and/or viable options to single occupancy vehicles.
- Policy 11.2.5 The City should adopt and implement a program which increases public awareness to the city's transportation demand management strategies, including non-motorized transportation and increased use of local transit. Adopted strategies include a Transportation Demand Management Ordinance (Gig Harbor Ordinance #669).
- Policy 11.2.6 Promote transportation investments that support transit and pedestrian oriented land use patterns and provide alternatives to single-occupant automobile travel.

### **GOAL 11.3: DESIGN AND CONSTRUCTION STANDARDS**

Establish design construction standards which provide for visually distinct roadways while providing efficient and cost effective engineering design.

- Policy 11.3.1 Adopt and implement street construction standards which implement the goals and policies of the City of Gig Harbor Comprehensive Plan Design Element and the City Design Guidelines.
- Policy 11.3.2 Identify and classify major or significant boulevards & arterials.
- Policy 11.3.3 Provide for an efficient storm drainage system in road design which minimizes road pavement needed to achieve levels of service.
- Policy 11.3.4 Implement design standards which provide, where feasible, for a pleasing aesthetic quality to streetscapes and which provide increased pedestrian safety by separating sidewalks from the street edge.
- Policy 11.3.5 Give high priority to maintenance and preservation of the existing transportation system over new construction.



## **GOAL 11.4: LEVEL OF SERVICE STANDARDS**

Policy 11.4.1 The City of Gig Harbor Level of Service Standard for intersections is LOS D, except for the following intersections identified in the Downtown Strategy Area

- Harborview Drive/North Harborview Drive
- Harborview Drive/Pioneer Way
- Harborview Drive/Stinson Avenue
- Harborview Drive/Rosedale
- North Harborview Drive/Peacock Hill
- Harborview/Soundview

The above intersections may be allowed to operate a LOS worse than D, consistent with the pedestrian objectives identified in the Downtown Strategy Area.

Policy 11.4.2 If funding for capacity projects falls short, the Land Use Element, LOS, and funding sources will be re-evaluated. Impact fees should be used to the extent possible under GMA to fund capacity project costs.

Policy 11.4.3 Level of service E will be acceptable at the SR 16 westbound ramp terminal roundabout intersection on Burnham Drive, provided that: (a) the acceptable delay at LOS E shall not exceed 80 seconds per vehicle as calculated per customary traffic engineering methods acceptable to the city engineer; and (b) this policy shall cease to have effect if a capital improvement project is added to the Transportation Improvement Program and is found by the City to be foreseeably completed within six years and to add sufficient capacity to the interchange and adjacent intersections so as to achieve a level of service of D or better upon its completion including the impacts of all then-approved developments that will add travel demand to the affected intersections.

Policy 11.4.4 When a proposed development would degrade a roadway or intersection LOS below the adopted threshold on a state highway, the roadway or intersection shall be considered deficient to support the development and traffic impact mitigation shall be required based on the recommendation of the City Engineer and consistent with the Washington State Highway System Plan Appendix G: Development Impacts Assessment.

Policy 11.4.5 The City shall maintain a current traffic model to facilitate the preparation of annual capacity reports and concurrency reviews.

**GOAL 11.5: AIR QUALITY**

The City should implement programs that help to meet and maintain federal and state clean air requirements, in addition to regional air quality policies.

Policy 11.5.1 The City's transportation system should conform to the federal and state Clean Air Acts by maintaining conformity with the Metropolitan Transportation Plan of the Puget Sound Regional Council and by following the requirements of WAC 173-420.

Policy 11.5.2 The City should work with the Puget Sound Regional Council, Washington State Department of Transportation, Pierce Transit and neighboring jurisdictions in the development of transportation control measures and other transportation and air quality programs where warranted.

**Application COMP 07-0004:  
Capital Facilities Element**

RECEIVED  
CITY OF GIG HARBOR  
AUG 30 2007  
COMMUNITY  
DEVELOPMENT

## City of Gig Harbor Comprehensive Plan Amendment

The purpose of this Comp Plan Amendment, as proposed by the city of Gig Harbor, is to update, revise and add to the city's list of storm water system projects, water system projects, wastewater system projects, parks recreation and open space projects and transportation improvement projects. This amendment is consistent with the State of Washington's Growth Management Act and countywide planning policies in that it will improve city infrastructure and allow for greater density within the UGA boundary while seeking to protect, preserve and enhance fish and wildlife habitat.

The City of Gig Harbor in its comprehensive plan seeks to keep pace with population and commercial growth through the funding of capital improvements that manage and allow for growth to continue while still maintaining the city's distinct character. The city plans to invest in infrastructure that addresses the needs of the community as a whole. This proposed Comprehensive Plan Amendment addresses the needs of the city and surrounding community. It seeks to better serve the area's transportation needs through the improvement and expansion of existing infrastructure as well as the addition of new facilities, parks, street connections and services.

The Gig Harbor Municipal Code requirements as set forth in Chapter 19.10 are satisfied by this amendment as it improves transportation infrastructure and will allow for future capacity and sustainable development within the city UGA boundary. In addition to improving city infrastructure and services, several proposed projects also improve habitat and address environmental concerns. The wastewater treatment plan expansion will improve the city's ageing plant and extend the outfall pipe out of the harbor, improving the harbor's aquatic habitats and environment. The day-lighting of Donkey Creek will also improve the salmon habitat and estuary lands which are vital to many native species.

This proposed amendment to the city's comprehensive plan creates the framework for future capital facility improvements. These improvements will further enhance the quality of life within the city and its urban growth area while still protecting, improving and preserving vital environmental habitat for the future.

## Chapter 12

# CAPITAL FACILITIES

### INTRODUCTION

A Capital Facilities Plan is a required element under the State Growth Management Act, Section 36.70A.070 and it addresses the financing of capital facilities in the City of Gig Harbor and the adjacent urban growth area. It represents the City and community's policy plan for the financing of public facilities over the next twenty years and it includes a six-year financing plan for capital facilities. The policies and objectives in this plan are intended to guide public decisions on the use of capital funds. They will also be used to indirectly provide general guidance on private development decisions by providing a strategy of planned public capital expenditures.

The capital facilities element specifically evaluates the city's fiscal capability to provide public facilities necessary to support the other comprehensive plan elements. The capital facilities element includes:

- Inventory and Analysis
- Future Needs and Alternatives
- Six-Year Capital Improvement Plan
- Goals, Objectives and Policies
- Plan Implementation and Monitoring

#### Level of Service Standards

The Capital Facilities Element identifies a level of service (LOS) standard for public services that are dependent on specific facilities. Level of service establishes a minimum capacity of capital facilities that must be provided per unit of demand or other appropriate measure of need. These standards are then used to determine whether a need for capacity improvements currently exists and what improvements will be needed to maintain the policy levels of service under anticipated conditions over the life of the Comprehensive Plan. The projected levels of growth are identified in the Land Use and Housing Elements.

#### Major Capital Facilities Considerations and Goals

The Capital Facilities Element is the mechanism the city uses to coordinate its physical and fiscal planning. The element is a collaboration of various disciplines and interactions of city departments including public works, planning, finance and administration. The Capital Facilities Element serves as a method to help make choices among all of the possible projects and services that are demanded of the City. It is a basic tool that can help encourage rational decision-making rather than reaction to events as they occur.

The Capital Facilities Element promotes efficiency by requiring the local government to

prioritize capital improvements for a longer period of time than the single budget year. Long range financial planning presents the opportunity to schedule capital projects so that the various steps in development logically follow one another respective to relative need, desirability and community benefit. In addition, the identification of adequate funding sources results in the prioritization of needs and allows the tradeoffs between funding sources to be evaluated explicitly. The Capital Facilities Plan will guide decision making to achieve the community goals as articulated in the Vision Statement of December, 1992.

## **INVENTORY AND ANALYSIS**

The inventory provides information useful to the planning process. It also summarizes new capital improvement projects for the existing population, new capital improvement projects necessary to accommodate the growth projected through the year 2010 and the major repair, renovation or replacement of existing facilities.

### **Inventory of Existing Capital Facilities**

#### **Wastewater Facilities**

##### Existing Capital Facilities

The City's waste-water treatment facility is located on five acres, west of Harborview Drive at its intersection with North Harborview Drive. The principal structure on the site consists of a 2,240 square feet building which houses the offices, testing lab and employee lunch room. The treatment facility consists of an activated sludge system which provides secondary level treatment of municipal sewage. After treatment, the effluent is discharged into Gig Harbor Bay via a submarine outfall pipe. The system was upgraded in 1996 to its present capacity of 1.6 MGD. The existing facility is currently operating at about 60 percent capacity. A proposed 3.8 MGD expansion of the treatment plant is anticipated to provide sufficient capacity through the 20-year planning horizon.

A 2003 report by the Cosmopolitan Engineering Group analyzed the operation, maintenance, and capacity problems at the treatment plant, including odor and noise complaints. The report proposed a number of phased system improvements that have been incorporated in the wastewater capital improvement program.

The existing collection system serves a population of 6,820 and includes approximately 141,000 feet of gravity pipe, the majority of which are PVC, 27,000 feet of force main, 13 lift stations. Detailed descriptions of the existing sewer system, including location and hydraulic capacities, are found in the Gig Harbor Wastewater Comprehensive Plan (2002).

The downtown portion of the collection system was constructed under ULID No.1 in the mid-1970's. ULID No. 2 was constructed in the late 1980's to serve areas to the South of Gig Harbor, including portions of Soundview Drive, Harbor County Drive, Point Fosdick-Gig Harbor Drive,

56<sup>th</sup> Street NW, 32<sup>nd</sup> Avenue, and Harborview Drive. ULID No. 3 was constructed in the early 1990's to connect the Gig Harbor collection system to points north including portions of Burnham Drive NW and 58<sup>th</sup> Avenue NW.

In addition to sewer service within the Gig Harbor UGA, the City of Gig Harbor maintains a septic system for the Ray Nash Development, located about 5 miles west of the City. Ray Nash is a 12-unit development with an on-site septic system and pressurized drainfield. The City also maintains an on-site septic system for the Olympic Theater.

### Forecast of Future Needs

In order to provide service to the urban growth area within 20 years, the City of Gig Harbor will need to extend its system into areas that currently do not have sewers. Collection system expansions will be financed by developer fees and/or utility local improvement districts (ULIDs), and maintained by the City. A conceptual plan for extending sewers into the unsewered parts of the city and urban growth area is included in the City's Wastewater Comprehensive Plan (2002). Individual basins in the unsewered areas were prioritized as 6-year or 20-year projects based on anticipated development.

The service area as configured in 1999 represented 2,270 equivalent residential units (ERUs). By 2019, this total is projected to reach 8,146 ERUs within the existing service area boundaries, with an additional 11,219 in the currently unsewered areas, for a system-wide total of 19,365 ERUs. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

With completion of the proposed treatment plant expansion and other proposed system improvements, no significant capacity issues are anticipated through the 2022 planning horizon.

## **Water System**

### Existing Capital Facilities

The City's water system and service area are unique in that many residents within the City limits and the City's UGA receive water service from adjacent water purveyors. Over 6,300 of the 12,113 people (52%) within the City's UGA and over 500 people within the City limits receive water from water purveyors other than the City.

The City of Gig Harbor Water System was originally built in the late 1940's. The system has experienced considerable growth and served 1,391 connections and a service area population of 5,636 in 1999, including the Washington Corrections Center for Women and the Shore Acres Water System.

The City owns and draws water from six wells. The City's wells have a combined capacity of 2,705 gallons per minute (GPM) and are exclusively groundwater wells.

Table 12.1.- Summary of Existing Source Supply

Well No.	Date Drilled	Capacity (GPM)	Depth (Ft.)	Status
1	1949	N/A	320	Abandoned
2	1962	330	121	In Use
3	1978	625	920	In Use
4	1988	230	443	In Use
5	1990	500	818	In Use
6	1991	1,000	600	In Use
7	N/A	N/A	393	Class B Well
8	1965	20	240	In Use

Source: City of Gig Harbor Water Facilities Inventory (WFI) Report, 1998; DOE Water Right Certificates

The City also has five storage facilities with a combined capacity of 2,250,000 gallons as shown in Table 12.2. Additionally, 2.4 million gallon storage reservoir is in the planning stages. The tank will be privately constructed as a condition of a pre-annexation agreement for Gig Harbor North. Upon completion, the facility will be turned over to the City.

Table 12.2 - Summary of Existing Storage Facilities

Storage Facility	Associated with Well No.	Total Capacity (gallons)	Base Elevation (ft)	Overflow Elevation (ft)
East Tank	2	250,000	304	320
Harbor Heights Tanks <sup>(1)</sup>	4	500,000	290	320
Shurgard Tank	3	500,000	339	450
Skansie Tank	5 & 6	1,000,000	338	450
Total		2,250,000		

(1) There are two Harbor Heights tanks, each with a volume of 250,000 gallons.

Source: City of Gig Harbor Water System Comprehensive Plan

As with most municipalities, the City’s water distribution system has developed continuously as demands and the customer base have grown. This evolution has created a distribution system comprised of pipes of various materials, sizes, and ages. The City’s distribution system is comprised primarily of six-inch and eight-inch pipe. Ten-inch and twelve-inch pipes are located mostly at reservoir and pump outlets in order to maximize flows to the distribution system. There is also a 16-inch main along Skansie Avenue that serves the City maintenance shops and the Washington Correctional Center for Women facility in the Purdy area of the City’s UGA. Approximately five percent of the system consists of four-inch pipe. The City is systematically replacing these undersized lines as budget allows. The City is also replacing older asbestos cement (AC) lines with ductile iron pipe as budget allows.

A detailed description of the existing water supply system may be found in the City of Gig Harbor Comprehensive Water System Plan (2001).

Forecast of Future Needs

The water use projections for the existing service area indicate an increase from 5,636 people in



2000 to 7,590 people in 2019. Projected populations for the City’s new service area are estimated at an additional 4,650 people by 2019.

Analysis of the existing storage facilities indicates that the City can meet all of its storage needs through the 20-year planning horizon with existing facilities by nesting standby storage and fireflow storage. However, development in the Gig Harbor North area will require additional storage to supply future connections in this area. The City plans to construct a 500,000-gallon, ground-level steel tank near the existing maintenance shop on Skansie Avenue.

Planned improvements for the distribution system generally include AC pipe replacement and capacity upgrades to provide fireflow.

The City has recently been granted an additional water right of 1,000 gallons per minute, sufficient to serve about 2,547 additional equivalent residential units. With other planned water system improvements and programmatic measures, the City anticipates sufficient water supplies through 2019. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

## **Parks and Recreation Facilities**

### Existing Facilities

The City has a number of public park facilities, providing a range of recreational opportunities. These facilities are listed in Table 12.3 and described in greater detail below.

Table 12.3. Existing Park Facilities

<b>Facility</b>	<b>Size (Acres)</b>	<b>Location</b>	<b>Type of Recreation</b>
City Park at Crescent Creek	5.8	Verhardson Street	Active; Park, athletic facilities, play fields Passive; picnic area
Jerisich Park	1.5	Rosedale Street at Harborview Drive	Moorage; water access; fishing
Grandview Forest Park	8.8	Grandview Drive	Passive; trail system
Old Ferry Landing	0.1	Harborview Drive, east end	Passive; view point

Facility	Size	Location	Type of Recreation
Borgen Property	0.96 acre	Located at the intersecting parcel defined by Austin Street, Harborview Drive and old Burnham Drive	Passive; historical, scenic, nature area
Wilkinson’s Homestead	16.3	Rosedale Street	Passive; Historical, walking trail
Tallman’s Wetlands	16.0	Wollochet Drive NW	Passive; Trails
	(Acres)		
WWTP (Wastewater Treatment Plant)	9.3	Burnham Drive	Passive; walking trails Active; (proposed) hike, bike and horse trails
Wheeler Street ROW end	0.4	Verhardson Street	Passive; beach access
Bogue Viewing Platform	0.4	North Harborview Drive	Passive; picnic area
Finholm Hillclimb	0.4	Fuller Street between Harbor Ride Middle School and the Northshore area.	Passive; walkway and viewing point
Dorotich Street ROW	0.4	West side of bay	Passive; Street End Park
Soundview Drive ROW end	0.4	West side of bay adjoining Tides Tavern	Passive; Public Access dock
Harborview Trail	1.4	Harborview Drive and North Harborview	Passive; bike and pedestrian trails
Bogue Building	0.04	3105 Judson	Passive; historical
Public Works/ Parks Yard	7.5	46 <sup>th</sup> Avenue NW	Passive; storage of parks equipment
Civic Center	10.0	Grandview Drive adjacent to Grandview Forest Park	Active; athletic fields, recreational courts, skatepark Passive; picnic area
Westside Park	5.5		Undeveloped – athletic fields under consideration
Skansie Park	2.0	Rosedale Street at Harborview Drive	Passive

**City Park** - this 5.8 acre property is located on Vernhardson Street on the east side of Crescent Creek. The eastern portion of the former Peninsula School District site has been improved with athletic facilities including a tennis court, basketball court, and youth baseball/softball field.

The western portion of the site conserves the banks, wetlands, and other natural areas adjacent to Crescent Creek. This portion of the site has been improved with a playground structure, picnic tables, picnic shelter, restrooms, parking area and a pump house building.

**Jerisich Park** - this 1.5 acre waterfront property is located within the extended right-of-way of Rosedale Street NW on Harborview Drive adjacent to the downtown district. The site is the only publicly developed marine-oriented waterfront Access Park within Gig Harbor.

The waterfront site has been developed with a flagpole and monument along Harbor view Drive. Restrooms, picnic tables, and benches are provided on a 1,500 square foot pier supported deck overlooking in the harbor and adjacent marinas. The deck provides gangplanks access to a 352 foot long, 2,752 square foot pile supported fishing and boat moorage pier. The pier provides day-use boat moorage for 20 slips, access for kayaks and other hand-carry watercraft, and fishing. The pier is used on a first-come basis to capacity, particularly during summer weekends.

**Grandview Forest Park** - Grandview Forest Park – this 8.8 acre site is located on Grandview Drive adjacent to the City Hall. The park site surrounds the city water storage towers on a hilltop overlooking the harbor and downtown district. The densely wooded site has been improved with bark- covered walking trails and paths that provide access to surrounding residential developments and the athletic fields located behind the school complex. The park is accessed by vehicle from Grandview Drive onto an informal graveled parking area located adjacent to the water storage tanks on an extension of McDonald Avenue.

**Old Ferry Landing** - this 1.0 acre site is located at the east end of Harborview Drive overlooking Point Defiance across the Narrows and Dalco passage. Portions of the original marine and ferry dock landing piles are visible from the end of the road right-of-way that extends into the tidelands.

**Borgen Property** – this recently acquired 0.96 acre property is located in the intersecting parcel defined by Austin Street, Harborview Drive, and Old Burnham Drive. The site includes the original wood structure that housed the Borgen lumber and hardware sales offices and displays, along with a number of out buildings and yard that stored lumber and other materials.

The site is bisected by Donkey (North) Creek – a perennial stream that provides salmonoid habitat including an on-going hatchery operation located on the north bank adjacent to Harborview Drive. Some of the lumber yard buildings and improvements extend into the buffer zone area that has recently been defined for salmon-bearing water corridors. Future plans for the property will need to restore an adequate natural buffer area along the creek while determining how best to establish an activity area on the site commensurate with the property’s strategic natural area, historical, and scenic.

**Wilkinson’s Homestead** - Wilkinson’s Homestead – this 16.3 acre site is located on Rosedale Street adjacent to Tacoma City Light powerlines. The site is being acquired from the heir of a previous property owner. The property contains large wetlands, steep hillsides under the powerline corridor, the family homestead, barn, outbuildings, former holly orchard, and meadows. The site is accessed from a driveway off Rosedale Street.

**Tallman’s Wetlands** - this 16.0 acre property is located on Wollochet Drive NW south of SR-16 and outside of existing city limits. The site contains significant wetlands that collects and filters stormwater runoff from the surrounding lands. This portion of the property will be conserved and provided with interpretive trails by the developer in accordance with the annexation agreement.

**Wastewater Treatment Plant** - the 9.3 acre wastewater treatment plant facility is located on the west side of Burnham Drive on North (Donkey) Creek. The property was recently expanded to provide a buffer between the plant and uphill portions of the creek.

A 33 acre portion of the expansion area may be developed to provide a trailhead connection to the overhead powerline property located parallel to SR-16. The powerline right-of-way could be improved to provide access to a multipurpose system of hike, bike, and horseback riding trails in this portion of the urban growth area.

**Wheeler Street Right-of-Way (ROW) End** - this 0.4 acre road right-of-way is located at the north end of the bay adjacent Crescent Creek in a quiet residential neighborhood. The site provides beach access.

**Bogue Viewing Platform** - this 0.4 acre harbor overlook is located on waterfront side of North Harborview Drive north of the intersection with Burnham Drive. The site has been improved with a pier supported, multilevel wood deck, picnic tables, benches, and planting. A sanitary sewer pump station is located with the park.

**Finholm Hillelimb** - this 0.4 acre road right-of-way is located in Fuller Street extending between Harbor Ridge Middle School and the North shore business district. A wooden stairway system with overlook platforms, viewing areas, and benches has been developed between Franklin and Harborview Drive as a joint effort involving the Lions Club, volunteers and city materials.

**Dorotich Street (ROW)** - this 0.4 acre road right-of-way is located on the west side of the bay adjoining residential condominiums and some commercial waterfront facilities. A private access dock has been developed at Arabella's Landing Marina that serves as the street-end park.

**Soundview Drive ROW** - -- this 0.4 acre road right-of-way is located on the Westside of the bay adjoining Tides Tavern (the former Westside Grocery). The present and former owners maintain and provide a public access dock on the right-of-way for use of tavern patrons.

**Harborview Trail** - this 1.4 mile trail corridor is located within the public street right-of-way of Harborview Drive and North Harborview Drive. Additional road width was constructed (between curbs) to provide for painted on-road bike lanes on both sides of the roadway around the west and north shores of the harbor from Soundview Drive to Vernhardson/96<sup>th</sup> Street NW and City Park.

Curb gutters, sidewalks, and occasional planting and seating areas have been developed on both sides of the roadway from Soundview Drive to Peacock Hill Road. Sidewalks have also been extended on Soundview Drive, Pioneer Way, Rosedale Street, Austin Street adjacent to North (Donkey) Creek, and Burnham Drive will include provisions for pedestrians and bicyclists. Limited improvements have been constructed on Peacock Hill.

**Bogue Building** – this 0.4 acre property and 1, 800 square foot building is located adjacent to old City Hall on Judson Street within the downtown district. The one-story, wood frame building was previously used by the Gig Harbor Planning and Building Department and is now a volunteer center.

**Public Works / Parks Yard** - the 7.5 acre Public Works Yard is located north of Gig Harbor High School just west of 46<sup>th</sup> Street NW. The shop compound includes 3 buildings that provide 4,760 square feet, 2,304 square feet, and 1,800 square feet or 8,864 square feet in total of shop and storage space. Approximately 3,000 square feet of building or 0.52 acres of the site are used to store park equipment, materials, and plantings.

**Civic Center** - this 10.0 acre site is located on Grandview Drive adjacent to Grandview Forest Park. The site currently contains City offices, multi-use athletic fields, playground, recreational courts, a skateboard court, a boulder rock climbing wall, and wooded picnic area.

Forecast of Future Needs

The City has adopted a level of service for community parks of 7.1 gross acres of general open space and 1.5 gross acres of active recreational area per 1,000 residents. According to the parks inventory conducted for the Park, Recreation, and Open Space Plan, the City had about 54 acres of public open space (passive recreation) and about 16 acres of active recreation facilities in 2001. Using the 2000 Census population figure, the City met its level of service standards at that time.

Table 12.4. Recreational Facilities and Level of Service

Type of Facility	LOS Standard (Acres/1,000)	2001 Need (Acres)	2001 Actual (Acres)	2022 Need (Acres)	Additional Acreage
Open Space:	7.1	46	53.6	76.7	23.1
Active Recreation:	1.5	9.7	15.8	16.2	0.40
Total:		55.7	69.4	92.9	23.5

Alternative level of service standards, such as those recommended by the National Recreation and Park Association (NRPA) are compared to the City’s current service levels in the Park, Recreation, and Open Space Plan. The NRPA standards provide a finer level of measurement for specialized function facilities relative to the population size. This can provide an additional planning tool to ensure that all segments of the community are served according to their needs.

In addition to City-owned facilities, residents of the greater Gig Harbor community have access to facilities owned and operated by others. These include facilities associated with the Peninsula School District schools in and around the City, Pierce County’s Peninsula Recreation Center and Randall Street Boat Launch, Tacoma’s Madrona Links public golf course, and various private parks, including Canterwod Golf Course, sporting facilities, marinas, and boat landings. According to the Park, Recreation and Open Space Plan, all public and private agencies, and other public and private organizations owned 963.4 acres or about 80.3 acres for every 1,000 persons living within the City and its urban growth area in 2000. Therefore, while the City’s level of service standards provides a guide for ensuring a minimum provision of park and recreation land, the actual capacity of all such facilities is significantly higher.

Proposed parks capital facility improvements are listed on Table 12.5

## **Stormwater Facilities**

### Existing Facilities

The City of Gig Harbor is divided into six major drainage basins that drain the urban growth area. These are North/Donkey Creek, Gig Harbor, Bitter/Garr/Wollochet Creek, Gooch/McCormick Creek, Crescent Creek, and the Puget Sound. These basins drain to Gig Harbor, Wollochet Bay, and Henderson Bay. The storm drainage collection and conveyance system consists of typical components such as curb inlets, catch basins, piping ranging from 8-inch to 48-inch, open ditches, natural streams, wetlands, ponds, and stormwater detention and water quality ponds.

### Level of Service

The role of federal, state, and local stormwater regulations is to provide minimum standards for the drainage and discharge of stormwater runoff. Specifically, the goal of these regulations is to reduce the damaging effects of increased runoff volumes to the natural environment as the land surface changes and to remove pollutants in the runoff.

Through the Clean Water Act and other legislation at the federal level, the states have been delegated the authority to implement rules and regulations that meet the goals of this legislation. The states, subsequently, have delegated some of this authority to the local agencies. The local agencies, in turn, enact development regulations to enforce the rules sent down by the state. Therefore, the level of service is represented by the regulations adopted and enforced by the City. The City of Gig Harbor has adopted the 1997 Kitsap County Stormwater Management Design Manual as the City of Gig Harbor Stormwater Management Design Manual. The manual outlines water quantity design criteria, water quality controls, erosion and sediment control practices, and site development.

### Forecast of Future Needs

The development of stormwater facilities is largely driven by developer improvements, although the City provides oversight and system upgrades to remedy capacity issues. Proposed storm and surface water capital facility improvements are listed on Table 12.5.

## **CAPITAL FACILITIES PROGRAM**

A Capital Facilities Program (CFP) is a six-year plan for capital improvements that are supportive of the City's population and economic base as well as near-term (within six years) growth. Capital facilities are funded through several funding sources which can consist of a combination of local, state and federal tax revenues.

The Capital Facilities Program works in concert generally with the land-use element. In essence, the land use plan establishes the "community vision" while the capital facilities plan provides for

the essential resources to attain that vision. An important linkage exists between the capital facilities plan, land-use and transportation elements of the plan. A variation (change) in one element (i.e. a change in land use or housing density) would significantly affect the other plan elements, particularly the capital facilities plan. It is this dynamic linkage that requires all elements of the plan to be internally consistent. Internal consistency of the plan's elements imparts a degree of control (checks and balances) for the successful implementation of the Comprehensive Plan. This is the concurrence mechanism that makes the plan work as intended.

The first year of the Capital Facilities Program will be converted to the annual capital budget, while the remaining five year program will provide long-term planning. It is important to note that only the expenditures and appropriations in the annual budget are binding financial commitments. Projections for the remaining five years are not binding and the capital projects recommended for future development may be altered or not developed due to cost or changed conditions and circumstances.

#### Definition of Capital Improvement

The Capital Facilities Element is concerned with needed improvements which are of relatively large scale, are generally non-recurring high cost and which may require financing over several years. The list of improvements is limited to major components in order to analyze development trends and impacts at a level of detail which is both manageable and reasonably accurate.

Smaller scale improvements of less than \$25,000 are addressed in the annual budget as they occur over time. For the purposes of capital facility planning, capital improvements are major projects, activities or maintenance, costing over \$25,000 and requiring the expenditure of public funds over and above annual operating expenses. They have a useful life of over ten years and result in an addition to the city's fixed assets and/or extend the life of the existing infrastructure. Capital improvements do not include items such as equipment or "rolling stock" or projects, activities or maintenance which cost less than \$25,000 or which regularly are not part of capital improvements.

Capital improvements may include the design, engineering, permitting and the environmental analysis of a capital project. Land acquisition, construction, major maintenance, site improvements, energy conservation projects, landscaping, initial furnishings and equipment may also be included.

#### Capital Facilities Needs Projections

The City Departments of Operations and Engineering, Planning-Building, Finance and Administration have identified various capital improvements and projects based upon recent surveys and planning programs authorized by the Gig Harbor City Council. Suggested revenue sources were also considered and compiled.

Currently, five capital facilities plans have been completed:

City of Gig Harbor Water System Comprehensive Plan – Volumes 1 & 2 (June 2001), as amended by ordinance

City of Gig Harbor Wastewater Comprehensive Plan (February, 2002), as amended by ordinance.

City of Gig Harbor Wastewater Treatment Plan Improvements Engineering Report (April 2003)

City of Gig Harbor Stormwater Comprehensive Plan (February, 2001), as amended by ordinance

City of Gig Harbor Park, Recreation & Open Space Plan (March 2001), as amended by ordinance

All the plans identify current system configurations and capacities and proposed financing for improvements, and are adopted by reference as part of this Comprehensive Plan.

#### Prioritization of Projected Needs

The identified capital improvement needs listed were developed by the City Community Development Director, Finance Director, and the City Administrator. The following criteria were applied informally in developing the final listing of proposed projects:

##### Economics

- Potential for Financing
- Impact on Future Operating Budgets
- Benefit to Economy and Tax Base

##### Service Consideration

- Safety, Health and Welfare
- Environmental Impact
- Effect on Service Quality

##### Feasibility

- Legal Mandates
- Citizen Support
- 1992 Community Vision Survey

##### Consistency

- Goals and Objectives in Other Elements
- Linkage to Other Planned Projects
- Plans of Other Jurisdictions



### Cost Estimates for Projected Needs

The majority of the cost estimates in this element are presented in 2000 dollars and were derived from various federal and state documents, published cost estimates, records of past expenditures and information from various private contractors.

## **FUTURE NEEDS AND ALTERNATIVES**

The Capital Facility Plan for the City of Gig Harbor is developed based upon the following analysis:

- Current Revenue Sources
- Financial Resources
- Capital Facilities Policies
- Method for Addressing Shortfalls

### Current Revenue Sources

The major sources of revenue for the City's major funds are as follows:

<b>Fund</b>	<b>Source</b>	<b>Projected 2004 \$</b>
General Fund	Sales tax	\$3,862,000 (60%)
	Utility tax	\$944,000 (14%)
	Property tax	\$337,000 (5%)
Street Fund- Operations	Property tax	\$1,010,000 (80%)
Water Operating Fund	Customer charges	\$34,000
Sewer Operating Fund	Customer charges	\$1,498,000
Storm Drainage Fund	Customer charges	\$400,000

### Financial Resources

In order to ensure that the city is using the most effective means of collecting revenue, the city inventoried the various sources of funding currently available. Financial regulations and available mechanisms are subject to change. Additionally, changing market conditions influence the city's choice of financial mechanism. The following list of sources include all major financial resources available and is not limited to those sources which are currently in use or which would be used in the six-year schedule of improvements. The list includes the following categories:

- Debt Financing
- Local Levies
- Local Non-Levy Financing
- State Grants and Loans
- Federal Grants and Loans

### Debt Financing Method

Short-Term Borrowing: Utilization of short-term financing through local banks is a means to finance the high-cost of capital improvements.

Revenue Bonds: Bonds can be financed directly by those benefiting from the capital improvement. Revenue obtained from these bonds is used to finance publicly-owned facilities, such as new or expanded water systems or improvement to the waste water treatment facility. The debt is retired using charges collected from the users of these facilities. In this respect, the capital project is self supporting. Interest rates tend to be higher than for general obligation bonds and the issuance of the bonds may be approved by voter referendum.

General Obligation Bonds: These are bonds which are backed by the value of the property within the jurisdiction. Voter-approved bonds increase property tax rate and dedicate the increased revenue to repay bondholders. Councilmanic bonds do not increase taxes and are repaid with general revenues. Revenue may be used for new capital facilities or maintenance and operations at an existing facility. Revenue may be used for new capital facilities or the maintenance and operations at existing facilities. These bonds should be used for projects that benefit the City as a whole.

### Local Multi-Purpose Levies

Ad Valorem Property Taxes: The tax rate is in mills (1/10 cent per dollar of taxable value). The maximum rate is \$3.60 per \$1,000 assessed valuation. In 2004, the City's tax rate is \$1.4522 per \$1,000 assessed valuation. The City is prohibited from raising its levy more than one percent or the rate of inflation, whichever is lower. A temporary or permanent excess levy may be assessed with voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Business and Occupation (B and O) Tax: This is a tax of no more that 0.2% of the gross value of business activity on the gross or net income of a business. Assessment increases require voter approval. The City does not currently use a B and O tax. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Local Option Sales Tax: The city has levied the maximum of tax of 1%. Local governments that levy the second 0.5% may participate in a sales tax equalization fund. Assessment of this option requires voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Utility Tax: This is a tax on the gross receipts of electric, gas, telephone, cable TV, water/sewer, and stormwater utilities. Local discretion up to 6% of gross receipts with voter approval required for an increase above this maximum. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Real Estate Excise Tax: The original 1/2% was authorized as an option to the sales tax for general purposes. An additional 1/4% was authorized for capital facilities, and the Growth Management Act authorized another 1/4% for capital facilities. Revenues must be used solely to finance new capital facilities or maintenance and operations at existing facilities, as specified in the plan. An additional option is available under RCW 82.46.070 for the acquisition and maintenance of conservation areas if approved by a majority of voters of the county.

#### Local Single-Purpose Levies

Emergency Medical Services Tax: Property tax levy of up to \$.50 per \$1,000 of assessed value for emergency medical services. Revenue may be used for new capital facilities or operation and maintenance of existing ones.

Motor Vehicle Fuel Tax: Tax is paid by gasoline distributors. Cities receive about 10.7 percent of motor vehicle fuel tax receipts. State shared revenue is distributed by the Department of Licensing. Revenues must be spent for streets, construction, maintenance or operation, the policing of local streets, or related activities.

Local Option Fuel Tax: A county-wide voter approved tax equivalent to 10% of statewide Motor Vehicle fuel tax and a special fuel tax of 2.3 cents per gallon. Revenue is distributed to the city on a weighted per capita basis. Revenues must be spent for city streets, construction, maintenance, operation policing of local streets or related activities.

#### Local Non-Levy Financing Mechanisms

Reserve Funds: Revenue that is accumulated in advance and earmarked for capital improvements. Sources of the funds can be surplus revenues, funds in depreciation revenues, or funds resulting from the sale of capital assets.

Fines, Forfeitures and Charges for Services: This includes various administrative fees and user charges for services and facilities operated by the jurisdiction. Examples are franchise fees, sales of public documents, property appraisal fees, fines, forfeitures, licenses, permits, income received as interest from various funds, sale of public property, rental income and private contributions to the jurisdiction. Revenue from these sources may be restricted in use.

User and Program Fees: These are fees or charges for using park and recreational facilities, sewer services, water services and surface drainage facilities. Fees may be based on a measure of usage on a flat rate or on design features. Revenues may be used for new capital facilities or maintenance and operation of existing facilities.

Street Utility Charges: A fee of up to 50% of actual costs of street construction, maintenance and operations may be charged to households. Owners or occupants of residential property are charged a fee per household that cannot exceed \$6.00 per month. The tax requires local referendum. The fee charged to businesses is based on the number of employees and cannot exceed \$2.00 per employee per month. Both businesses and households must be charged.

Revenue may be used for activities such as street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

Special Assessment District: Special assessment districts are created to service entities completely or partially outside of the jurisdiction. Special assessments are levied against those who directly benefit from the new service or facility. The districts include Local Improvement Districts, Road Improvement Districts, Utility Improvement Districts and the collection of development fees. Funds must be used solely to finance the purpose for which the special assessment district was created.

Impact Fees: Impact fees are paid by new development based upon the development's impact to the delivery of services. Impact fees must be used for capital facilities needed by growth and not to correct current deficiencies in levels of service nor for operating expenses. These fees must be equitably allocated to the specific entities which will directly benefit from the capital improvement and the assessment levied must fairly reflect the true costs of these improvements. Impact fees may be imposed for public streets, parks, open space, recreational facilities, and school facilities.

## **State Grants and Loans**

Public Works Trust Fund: Low interest loans to finance capital facility construction, public works emergency planning, and capital improvement planning. To apply for the loans the city must have a capital facilities plan in place and must be levying the original 1/4% real estate excise tax. Funds are distributed by the Department of Community Development. Loans for construction projects require matching funds generated only from local revenues or state shared entitlement revenues. Public works emergency planning loans are at 5% interest rate, and capital improvement planning loans are no interest loans, with a 25% match. Revenue may be used to finance new capital facilities, or maintenance and operations at existing facilities.

State Parks and Recreation Commission Grants: Grants for parks capital facilities acquisition and construction. They are distributed by the Parks and Recreation Commission to applicants with a 50% match requirement.

Arterial Improvement Program: AIP provides funds to improve mobility and safety. Funds are administered by the Transportation Improvement Board.

Transportation Partnership Program: TPP provides grants for mobility improvements.

Intermodal Surface Transportation Efficiency Act (ISTEA): ISTEA provides grants to public agencies for historic preservation, recreation, beautification, and environmental protection projects related to transportation facilities. These enhancement grants are administered by the state Department of Transportation and regional transportation planning organizations (RTPOs).

Transportation Improvement Account: Revenue available for projects to alleviate and prevent traffic congestion caused by economic development or growth. Entitlement funds are distributed by the State Transportation Improvement Board with a 20% local match requirement. For cities with a population of less than 500 the entitlement requires only a 5% local match. Revenue may be used for capital facility projects that are multi-modal and involve more than one agency.

Centennial Clean Water Fund: Grants and loans for the design, acquisition, construction, and improvement of Water Pollution Control Facilities, and related activities to meet state and federal water pollution control requirements. Grants and loans distributed by the Department of Ecology with a 75%-25% matching share. Use of funds is limited to planning, design, and construction of Water Pollution Control Facilities, stormwater management, ground water protection, and related projects.

Water Pollution Control State Revolving Fund: Low interest loans and loan guarantees for water pollution control projects. Loans are distributed by the Department of Ecology. The applicant must show water quality need, have a facility plan for treatment works, and show a dedicated source of funding for repayment.

## **Federal Grants and Loans**

Department of Health Water Systems Support: Grants for upgrading existing water systems, ensuring effective management, and achieving maximum conservation of safe drinking water. Grants are distributed by the state Department of Health through intergovernmental review and with a 60% local match requirement.

### Capital Facility Strategies

In order to realistically project available revenues and expected expenditures on capital facilities, the city must consider all current policies that influence decisions about the funding mechanisms as well as policies affecting the city's obligation for public facilities. The most relevant of these are described below. These policies, along with the goals and policies articulated in the other elements, were the basis for the development of various funding scenarios.

## **Mechanisms to Provide Capital Facilities**

Increase Local Government Appropriations: The city will investigate the impact of increasing current taxing rates, and will actively seek new revenue sources. In addition, on an annual basis, the city will review the implications of the current tax system as a whole.

Use of Uncommitted Resources: The city has developed and adopted its Six-Year capital improvement schedules. With the exception of sewer facilities, however, projects have been identified on the 20-year project lists with uncommitted or unsecured resources.

Analysis of Debt Capacity: Generally, Washington state law permits a city to ensure a general

obligation bonded debt equal to 3/4 of 1% of its property valuation without voter approval. By a 60% majority vote of its citizens, a city may assume an additional general obligation bonded debt of 1.7570% , bringing the total for general purposes up to 2.5% of the value of taxable property. The value of taxable property is defined by law as being equal to 100% of the value of assessed valuation. For the purpose of applying municipally-owned electric, water, or sewer service and with voter approval, a city may incur another general obligation bonded debt equal to 2.5% of the value of taxable property. With voter approval, cities may also incur an additional general obligation bonded debt equal to 2.5% of the value of taxable property for parks and open space. Thus, under state law, the maximum general obligation bonded debt which the city may incur cannot exceed 7.5% of the assessed property valuation.

Municipal revenue bonds are not subject to a limitation on the maximum amount of debt which can be incurred. These bonds have no effect on the city's tax revenues because they are repaid from revenues derived from the sale of service.

The City of Gig Harbor has used general obligation bonds and municipal revenue bonds very infrequently. Therefore, under state debt limitation, it has ample debt capacity to issue bonds for new capital improvement projects. However, the city does not currently have policies in place regarding the acceptable level of debt and how that debt will be measured. The city believes that further guidelines, beyond the state statutory limits on debt capacity, are needed to ensure effective use of debt financing. The city intends to develop such guidelines in the coming year. When the city is prepared to use debt financing more extensively, it will rely on these policies, the proposed method of repayment, and the market conditions at that time to determine the appropriateness of issuing bonds.

User Charges and Connection Fees: User charges are designed to recoup the costs of public facilities or services by charging those who benefit from such services. As a tool for affecting the pace and pattern of development, user fees may be designed to vary for the quantity and location of the service provided. Thus, charges could be greater for providing services further distances from urban areas.

Mandatory Dedications or Fees in Lieu of: The jurisdiction may require, as a condition of plat approval, that subdivision developers dedicate a certain portion of the land in the development to be used for public purposes, such as roads, parks, or schools. Dedication may be made to the local government or to a private group. When a subdivision is too small or because of topographical conditions a land dedication cannot reasonably be required, the jurisdiction may require the developer to pay an equivalent fee in lieu of dedication.

The provision of public services through subdivision dedications not only makes it more feasible to service the subdivision, but may make it more feasible to provide public facilities and services to adjacent areas. This tool may be used to direct growth into certain areas.

Negotiated Agreement: An agreement whereby a developer studies the impact of development and proposes mitigation for the city's approval. These agreements rely on the expertise of the developer to assess the impacts and costs of development. Such agreements are enforceable by

the jurisdiction. The negotiated agreement will require lower administrative and enforcement costs than impact fees.

Impact Fees: Impact fees may be used to affect the location and timing of infill development. Infill development usually occurs in areas with excess capacity of capital facilities. If the local government chooses not to recoup the costs of capital facilities in underutilized service areas then infill development may be encouraged by the absence of impact fees on development(s) proposed within such service areas.

Impact fees may be particularly useful for a small community which is facing rapid growth and whose new residents desire a higher level of service than the community has traditionally fostered and expected.

### **Obligation to Provide Capital Facilities**

Coordination with Other Public Service Providers: Local goals and policies as described in the other comprehensive plan elements are used to guide the location and timing of development. However, many local decisions are influenced by state agencies and utilities that provide public facilities within the Urban Growth Area and the City of Gig Harbor. The planned capacity of public facilities operated by other jurisdictions must be considered when making development decisions. Coordination with other entities is essential not only for the location and timing of public services, but also in the financing of such services.

The city's plan for working with the natural gas, electric, and telecommunication providers is detailed in the Utilities Element. This plan includes policies for sharing information and a procedure for negotiating agreement for provision of new services in a timely manner.

Other public service providers such as school districts and private water providers are not addressed in the Utilities Element. However, the city's policy is to exchange information with these entities and to provide them with the assistance they need to ensure that public services are available and that the quality of the service is maintained.

Level of Service Standards: Level of service standards are an indicator of the extent or quality of service provided by a facility that are related to the operational characteristics of the facility. They are a summary of existing or desired public service conditions. The process of establishing level of service standards requires the city to make quality of service decisions explicit. The types of public services for which the city has adopted level of service standards will be improved to accommodate the impacts of development and maintain existing service in a timely manner with new development.

Level of service standards will influence the timing and location of development, by clarifying which locations have excess capacity that may easily support new development, and by delaying new development until it is feasible to provide the needed public facilities. In addition, to avoid over-extending public facilities, the provision of public services may be phased over time to

ensure that new development and projected public revenues keep pace with public planning. The city has adopted level of service standards for six public services. These standards are to be identified in Section V of this element.

Urban Growth Area Boundaries: The Urban Growth Area Boundary was selected in order to ensure that urban services will be available to all development. The location of the boundary was based on the following: environmental constraints, the concentrations of existing development, the existing infrastructure and services, and the location of prime agricultural lands. New and existing development requiring urban services will be located in the Urban Growth Area. Central sewer and water, drainage facilities, utilities, telecommunication lines, and local roads will be extended to development in these areas. The city is committed to serving development within this boundary at adopted level of service standards. Therefore, prior to approval of new development within the Urban Growth Area the city should review the six-year Capital Facilities Program and the plan in this element to ensure the financial resources exist to provide the services to support such new development.

#### Methods for Addressing Shortfalls

The city has identified options available for addressing shortfalls and how these options will be exercised. The city evaluates capital facility projects on an individual basis rather than a system-wide basis. This method involves lower administrative costs and can be employed in a timely manner. However, this method will not maximize the capital available for the system as a whole. In deciding how to address a particular shortfall the city will balance the equity and efficiency considerations associated with each of these options. When evaluation of a project identifies shortfall, the following options would be available:

- Increase revenue
- Decrease level of service
- Decrease the cost of a facility
- Decrease the demand for the public service or facility
- Reassess the land use assumptions in the Comprehensive Plan

## **SIX-YEAR CAPITAL FACILITY PLAN**

In addition to the direct costs for capital improvements, this section analyzes cost for additional personnel and routine operation and maintenance activities. Although the capital facilities program does not include operating and maintenance costs, and such an analysis is not required under the Growth Management Act, it is an important part of the long-term financial planning. The six-year capital facilities program for the City of Gig Harbor was based upon the following analysis:

- Financial Assumptions
- Projected Revenues



- Projected Expenditures
- Operating Expenses
- Future Needs

### Financial Assumptions

The following assumptions about the future operating conditions in the city operations and market conditions were used in the development of the six-year capital facilities program:

1. The city will maintain its current fund accounting system to handle its financial affairs.
2. The cost of running local government will continue to increase due to inflation and other growth factors while revenues will also increase.
3. New revenue sources, including new taxes, may be necessary to maintain and improve city services and facilities.
4. Capital investment will be needed to maintain, repair and rehabilitate portions of the city's aging infrastructure and to accommodate growth anticipated over the next twenty years.
5. Public investment in capital facilities is the primary tool of local government to support and encourage economic growth.
6. A consistent and reliable revenue source to fund necessary capital expenditures is desirable.
7. A comprehensive approach to review, consider, and evaluate capital funding requests is needed to aid decision makers and the citizenry in understanding the capital needs of the city.

Capital improvements will be financed through the following funds:

- General Fund
- Capital Improvement Fund
- Transportation Improvement Fund
- Enterprise Funds

### Projected Revenues

#### **Tax Base**

The City's tax base is projected to increase at a rate of 6% per year for the adjusted taxable value of the property, including new construction. The City's assessment ratio is projected to remain constant at 100%. Although this is important to the overall fiscal health of the city, capital

improvements are funded primarily through non-tax resources.

### **Revenue by Fund**

**General Fund:** The General Fund is the basic operating fund for the city. Ad valorem tax yields were projected using the current tax rate and the projected 10% annual rate of growth for the adjusted taxable value of the property. The General Fund is allocated a percent of the annual tax yield from ad valorem property values.

**Capital Improvement Fund:** In the City of Gig Harbor, the Capital Improvement Fund accounts for the proceeds of the second quarter percent of the locally-imposed real estate excise tax. Permitted uses are defined as "public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of streets, roads, highways, sidewalks street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of parks. These revenues are committed to annual debt service and expenditures from this account are expected to remain constant through the year 2000, based upon the existing debt structure. The revenues in this fund represent continued capture of a dedicated portion of the ad valorem revenues necessary to meet annual debt service obligations on outstanding general obligation bonds.

**Transportation Improvement Fund:** Expenditures from this account include direct annual outlays for capital improvement projects and debt service for revenue bonds. The revenues in this fund represent total receipts from state and local gas taxes. The projection estimates are based upon state projections for gasoline consumption, current state gas tax revenue sharing and continued utilization of local option gas taxes at current levels. This fund also includes state and federal grant monies dedicated to transportation improvements.

**Enterprise Fund:** The revenue in this fund is used for the annual capital and operating expenditures for services that are operated and financed similar to private business enterprises. The projected revenues depend upon the income from user charges, connection fees, bond issues, state or federal grants and carry-over reserves.

### **Operation and Maintenance Costs**

In addition to the direct costs of providing new capital facilities, the city will also incur increases in annual operating and maintenance costs. These are recurring expenses associated with routine operation of capital facilities. The anticipated increase in annual operating and maintenance costs associated with the new capital improvements and operation costs will initiate in the year following completion of the capital improvement

Operating costs are estimated by dividing the 1993 year expenditures for operation or maintenance by the number of units of output. This rate per unit of output is then used to calculate the estimated costs for operating and maintenance attributed to new capital improvements. The city has attempted to make various adjustments to the type and location of

land use as well as adjustments in the timing and funding sources for financing capital improvements. The plan contained in this element represents a realistic projection of the city's funding capabilities and ensures that public services will be maintained at acceptable levels of service.

## **GOALS AND POLICIES**

### **GOALS**

- GOAL 12.1. PROVIDE NEEDED PUBLIC FACILITIES TO ALL OF THE CITY RESIDENTS IN A MANNER WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, WHICH MAXIMIZES THE USE OF EXISTING FACILITIES AND WHICH PROMOTE ORDERLY AND HIGH QUALITY URBAN GROWTH.**
- GOAL 12.2. PROVIDE CAPITAL IMPROVEMENT TO CORRECT EXISTING DEFICIENCIES, TO REPLACE WORN OUT OR OBSOLETE FACILITIES AND TO ACCOMMODATE FUTURE GROWTH, AS INDICATED IN THE SIX-YEAR SCHEDULE OF IMPROVEMENTS.**
- GOAL 12.3. FUTURE DEVELOPMENT SHOULD BEAR ITS FAIR-SHARE OF FACILITY IMPROVEMENT COSTS NECESSITATED BY DEVELOPMENT IN ORDER TO ACHIEVE AND MAINTAIN THE CITY'S ADOPTED LEVEL OF STANDARDS AND MEASURABLE OBJECTIVES.**
- GOAL 12.4. THE CITY SHOULD MANAGE ITS FISCAL RESOURCES TO SUPPORT THE PROVISION OF NEEDED CAPITAL IMPROVEMENTS FOR ALL DEVELOPMENTS.**
- GOAL 12.5. THE CITY SHOULD COORDINATE LAND USE DECISIONS AND FINANCIAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS TO MEET ADOPTED LEVEL OF SERVICE STANDARDS, MEASURABLE OBJECTIVES AND PROVIDE EXISTING FUTURE FACILITY NEEDS.**
- GOAL 12.6. THE CITY SHOULD PLAN FOR THE PROVISION OR EXTENSION OF CAPITAL FACILITIES IN SHORELINE MANAGEMENT AREAS, CONSISTENT WITH THE GOALS, POLICIES AND OBJECTIVES OF THE CITY OF GIG HARBOR SHORELINE MASTER PROGRAM.**

POLICIES

- 12.1.1. Capital improvement projects identified for implementation and costing more than \$25,000 shall be included in the Six Year Schedule of Improvement of this element. Capital improvements costing less than \$25,000 should be reviewed for inclusion in the six-year capital improvement program and the annual capital budget.**
- 12.1.2. Proposed capital improvement projects shall be evaluated and prioritized using the following guidelines as to whether the proposed action would:**
- a. Be needed to correct existing deficiencies, replace needed facilities or to provide facilities required for future growth;
  - b. Contribute to lessening or eliminating a public hazard;
  - c. Contribute to minimizing or eliminating any existing condition of public facility capacity deficits;
  - d. Be financially feasible;
  - e. Conform with future land uses and needs based upon projected growth;
  - f. Generate public facility demands that exceed capacity increase in the six-year schedule of improvements;
  - g. Have a detrimental impact on the local budget.
- 12.1.3. The City sewer and water connection fee revenues shall be allocated to capital improvements related to expansion of these facilities.**
- 12.1.4. The City identifies its sanitary sewer service area to be the same as the urban growth area. Modifications to the urban growth boundary will constitute changes to the sewer service area.**
- 12.1.5. Appropriate funding mechanisms for development's fair-share contribution toward other public facility improvements, such as transportation, parks/recreation, storm drainage, will be considered for implementation as these are developed by the City.**
- 12.1.6. The City shall continue to adopt annual capital budget and six-year capital improvement program as part of its annual budgeting process.**
- 12.1.7. Every reasonable effort shall be made to secure grants or private funds as available to finance the provision of capital improvements.**
- 12.1.8. Fiscal policies to direct expenditures for capital improvements will be consistent with other Comprehensive Plan elements.**

- 12.1.9. The City and/ or developers of property within the City shall provide for the availability of public services needed to support development concurrent with the impacts of such development subsequent to the adoption of the Comprehensive Plan. These facilities shall meet the adopted level of service standards.**
- 12.1.10. The City will support and encourage joint development and use of cultural and community facilities with other governmental or community organizations in areas of mutual concern and benefit.**
- 12.1.11. The City will emphasize capital improvement projects which promote the conservation, preservation or revitalization of commercial and residential areas within the downtown business area and along the shoreline area of Gig Harbor, landward of Harborview Drive and North Harborview Drive.**
- 12.1.12. If probable funding falls short of meeting the identified needs of this plan, the City will review and update the plan, as needed. The City will reassess improvement needs, priorities, level of service standards, revenue sources and the Land Use Element.**

#### **LEVEL OF SERVICE STANDARDS**

The following Level of Service Standards (LOS) shall be utilized by the City in evaluating the impacts of new development or redevelopment upon public facility provisions:

- 1. Community Parks:
  - 7.1 gross acres of general open space per 1,000 population.
  - 1.5 gross acres of active recreational area per 1,000 population.
- 2. Transportation/Circulation:
  - Transportation Level of Service standards are addressed in the Transportation Element.
- 3. Sanitary Sewer:
  - 174 gallons per HOUSEHOLD per day
- 4. Potable Water:
  - 231 gallons per HOUSEHOLD per day

## Six Year Capital Improvement Program

### PLAN IMPLEMENTATION AND MONITORING

#### Implementation

The six-year schedule of improvements shall be the mechanism the City will use to base its timing, location, projected cost and revenue sources for the capital improvements identified for implementation in the other comprehensive plan elements.

#### Monitoring and Evaluation

Monitoring and evaluation are essential to ensuring the effectiveness of the Capital Facilities Plan element. This element will be reviewed annually and amended to verify that fiscal resources are available to provide public facilities needed to support LOS standards and plan objectives. The annual review will include an examination of the following considerations in order to determine their continued appropriateness:

- a. Any corrections, updates and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedication which are consistent with this element, or to the date of construction of any facility enumerated in this element;
- b. The Capital Facilities Element's continued consistency with the other element of the plan and its support of the land use element;
- c. The priority assignment of existing public facility deficiencies;
- d. The City's progress in meeting needs determined to be existing deficiencies;
- e. The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order or level of priority;
- f. The City's effectiveness in maintaining the adopted LOS standard and objectives achieved;
- g. The City's effectiveness in reviewing the impacts of plans of other state agencies that provide public facilities within the City's jurisdiction;
- h. The effectiveness of impact fees or fees assessed new development for improvement costs;
- i. Efforts made to secure grants or private funds, as available, to finance new capital improvements;
- j. The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment;
- k. Capital improvements needed for the latter part of the planning period for updating the six-year schedule of improvements;
- j. Concurrency status.

**Table 12.5. Capital Facilities Projects**

**Storm Water System Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1	Reconstruct storm drain system along Stanich Avenue, Stanich Lane and Judson Street to Soundview Drive.	2001 <del>2008-2012</del>	\$257,000	6-year	Local
2 1	Survey and Map Downtown storm facilities	2005 <del>2008-2012</del>	\$30,000	6-year	Local
3	102 <sup>nd</sup> Street Court NW—Replace 12-inch pipe with 50 feet of 24-inch pipe (AW1020)	2001	*	6-year	Private
4	Construct rock spill pad on Burnham Drive (AW1001)	2001	*	6-year	Private
5	101 <sup>st</sup> Street Court NW—Reconstruct detention pond	2002	*	6-year	Private
6	101 <sup>st</sup> Street Court NW—Replace 12-inch pipe with 200 feet of 30-inch pipe. (AW1016)	2002	*	6-year	Private
7	Burnham Drive (DC1012)—Replace 18-inch pipe with 80 feet of 36-inch pipe	2001	\$19,100	6-year	Local, potential for some private
8	Peacock Hill Avenue—Replace 12-inch pipe with 60 feet of 18-inch pipe. (AW1027)	2004	\$11,900	6-year	Local
9 2	Hot Spot	Annually	\$25,000	6-year	Local
10	Donkey Creek Fish Enhancement Study		\$30,000	6-year	Local
11	Creseent Creek Fish Enhancement Study	-	\$30,000	6-year	Local
12	McCormick Creek Fish Enhancement Study		\$30,000	6-year	Local
13	Gooch Creek Fish Enhancement Study	-	\$30,000	6-year	Local
3	38 <sup>th</sup> Street - Hunt to Goodman	2008-2009	\$1,000,000	6-year	TIB/Safe Routes to Schools/Local
4	Donkey Creek Daylighting	2009	\$1,200,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
5	Austin Drive Box Culvert	2009	\$500,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
6	Annual Strom Culvert Replacement Program	2008 – 2014	\$250,000 / year	6-year	Storm Water Utility Fees
7	50 <sup>th</sup> Street Box Culvert	2008	\$350,000	6-year	Storm Water Utility Fees
8	Storm Comp Plan Update	2009	\$1,000,000	6-year	Storm Water Utility Fees

9	<u>Annual NPDES Implementation Expenses</u>	<u>2008</u>	<u>\$100,000</u>	<u>6-year</u>	<u>Storm Water Utility Fees</u>
<b>Subtotal</b>			<b>\$463,000</b>		
			<b>\$5,705,000</b>		

\* Private property – costs to be borne by property owner or developer

**Notes:**

- (1) Cost estimates do not include such items as permitting costs, sales tax, right-of-way acquisition, utility relocations, trench dewatering, traffic control or other unforeseen complications.
- (2) “Hot Spots” refers to the discretionary funds for emergencies and small projects that can be easily repaired or otherwise taken care of quickly



**Water System Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
6-Year Water Capital Improvement Projects*					
1	Landscape Improvements	2003	\$5,000	6-year	
2	Leak Detection & BFP Inventory	2003	\$15,000	6-year	
3	Storage Tank Maintenance	2003	\$77,000	6-year	
4	Replace Source Meters	2003	\$12,000	6-year	
5	Pioneer Water Main Replacement	2003	\$102,000	6-year	
6	Public Works Standard Update	2003	\$12,000	6-year	
7	Water Meter Replacement	2003	\$5,000	6-year	
8	Telemetry SCADA System Improvements	2003	\$71,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
9	Woodworth Water Main Extension	2003	\$31,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
10	Skansie/72nd Street 12" Loop	2003	\$285,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
11	Harborview/WWTP Water Main Replacement	2003	\$291,000	6-7year	Inter-fund loans/ Public loans/ Revenue bonds
12	Rushmore 8" Upsize	2005	\$400,000	6-year	Inter-fund loans/ Public loans/ Revenue bonds
13	Leak Detection & BFP Inventory	2004	\$15,000	6-year	
14	Franklin Water Main Replacement	2004	\$52,000	6-year	
15	Design Harborview/Stinson	2005	\$159,000	6-year	
16	Design Harborview Water Main	2005	\$96,000	6-year	
17	Leak Detection & BFP Inventory	2005	\$16,000	6-year	
18	Skansie Water Tank Maintenance	2006	\$120,000	6-year	
19	Harborview/Stinson 12" Upsize	2006	\$541,000	6-year	
20	Leak Detection & BFP Inventory	2006	\$11,000	6-year	
21	Harborview Drive Water Main Replacement	2007	\$444,000 <del>\$100,000</del>	6-year	
22	Leak Detection & BFP Inventory	2007	\$17,000	6-year	
23	Leak Detection & BFP Inventory	2007	\$17,000	6-year	
1	Storm Tank Maintenance	2008-2010	\$500,000	6-year	Local Utility Fees &/or Revenue Bonds
2	Design Harborview/Stinson	2008	\$180,000	6-year	Local Utility Fees &/or Revenue Bonds
3	Design Harborview Water Main	2008	\$200,000	6-year	Local Utility Fees &/or Revenue Bonds
4	AC Water Line replacement City Wide	2008-2012	\$340,000	6-year	Local Utility Fees &/or Revenue Bonds
5	Water Systems Upgrades	2008-2012	\$278,000	6-year	Local Utility Fees &/or Revenue Bonds
6	Harborview/ Stinson 12" Upsize	2009	\$800,000	6-year	Local Utility Fees &/or Revenue Bonds
7	Harborview Drive Water Main Replace	2009	\$950,000	6-year	Local Utility Fees &/or Revenue Bonds

8	Well site Improvements	2008-2012	\$58,000	6-year	Local Utility Fees &/or Revenue Bonds
9	Water Rights Annual Advocate/Permitting (75,000/year)	2008-2012	\$375,000	6-year	Local Utility Fees &/or Revenue Bonds
10	GIS Inventory	2008-2012	\$80,000	6-year	Local Utility Fees &/or Revenue Bonds
11	Gig Harbor North Well Permitting/Design	2008-2009	\$1,800,000	6-year	SEPA Mitigation/Developers/ Connection Fees
12	Shallow Well	2008	\$950,000	6-year	SEPA Mitigation/Developers/ Connection Fees
<b>Subtotal</b>			<b>\$2,794,000*</b> <b>\$6,511,000</b>		

- Estimated costs are in year of project

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
20-Year Water Capital Improvement Projects**					
1	Upgrade Perrow Well	2010-2030	\$92,000	20-year	Undetermined
2	500,000 Gallon Storage Tank	2010-2030	\$1,500,000	20-year	Undetermined
<b>Subtotal</b>			<b>\$1,592,000**</b>		

\*\* Estimated costs are in 2009 dollars

### Wastewater System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
6-Year Wastewater Capital Improvement Projects*					
Treatment System					
1	Lift Station 2	2005	\$750,000		Capital Reserves
2	WWTP Planning	2004	\$51,000		PWTF/ SRF/ revenue bonds
3	Interim WWTP Aeration Basin Mods & Headworks	2004	\$26,000		PWTF/ SRF/ revenue bonds
4	Outfall Relocation Design & Permitting	2004	\$154,000		PWTF/ SRF/ revenue bonds
5	WWTP Improvements Design	2005	\$132,000		PWTF/ SRF/ revenue bonds
6	Outfall Permit Tracking & Acquisition	2005	\$106,000		PWTF/ SRF/ revenue bonds
7	56 Olympic Drive	2005	\$74,000		
8	Outfall Miscellaneous	2006	\$81,000		PWTF/ SRF/ revenue bonds

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
9	WWTP Aeration Modifications, Complete	2006	\$228,000		PWTF/ SRF/ revenue bonds
10	WWTP Dewatering	2006	\$1,173,000		PWTF/ SRF/ revenue bonds
11	WWTP Headworks	2006	\$440,000		PWTF/ SRF/ revenue bonds
12	WWTP Headworks Complete	2007	\$452,000		PWTF/ SRF/ revenue bonds
13 1	Outfall Onshore Construction Phase I	2008	\$574,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
2	Outfall Construction Phase II From GH Bay out to Puget Sound	2011	\$8,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
3	WWTP Expansion Phase I	2009	\$10,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
4	WWTP Expansion Phase II	2011	\$6,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
5	Lift Station 4 Replacement	2008-2011	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
6	N. Harborview Sewer Stet	2010	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
7	Harborview Main Sewer Upsize/Replacement	2009	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
8	Odor Control	2008-2012	\$250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
9	Reid Drive Lift Station Replace	2009	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
10	Annual Water Quality Reporting	2008-2012	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
11	Annual Sewer Flow Metering Program	2008-2012	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
12	WWTP Centrifuge	2008	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
13	Lift Station MCC Upgrades	2008-2012	\$2,500,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
14	Comprehensive Plan Completion	2008	\$75,000	6-year	PWTF/ SRF/ revenue bonds /Connection

City of Gig Harbor Comprehensive Plan – Capital Facilities Element

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Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
					<u>Fees/Sewer Rates</u>
<b>Subtotal</b>			<b>\$4,241,000</b>		<b>\$33,949,000</b>

<b>Collector System Expansions</b>					
C1	West Side of Hwy 16 from Tacoma community College to Rosedale Street	2000	\$1,654,000	6-year	Developer-funded
C2	Gig Harbor North (West Side)	2000	\$1,878,000	6-year	Developer-funded
C3	Sehmel Drive	2000	\$1,083,000	6-year	Developer-funded
C4	Purdy Drive from Hwy 16 to Peninsula High School	2001	\$2,502,000	6-year	Developer-funded
C5	Hunt & Skansie Drainage Basin	2005	\$5,636,000	6-year	Developer-funded
<b>Subtotal</b>			<b>\$12,753,000</b>		
<b>Gravity Sewer Replacements</b>					
E1	Harborview Drive from WWTP to Norvak	2002	\$1,187,000	6-year	Capital reserves
E2	Rosedale Street from Hwy 16 to Shirley Avenue	2002	\$663,000	6-year	Capital reserves
E3	Harborview Drive from Rosedale to Soundview	2002	\$449,000	6-year	Capital reserves
E4	Soundview Drive from Harborview to Grandview	2003	\$540,000	6-year	Capital reserves
E5	Soundview Drive from Erickson to Olympic	2003	\$840,000	6-year	Capital reserves
<b>Subtotal</b>			<b>\$3,679,000</b>		
<b>Total 6-year</b>			<b>\$20,673,000</b>		
<b>20-Year Sewer Capital Improvement Projects**</b>					
<b>Treatment System</b>					
1	Outfall Construction Phase II		\$590,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
2	Outfall Construction Phase III		\$4,721,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
3	WWTP Clarifier		\$718,000	20-year	
4	WWTP UV Disinfection		\$421,000	20-year	
5 1	Harborview Drive to WWTP	2010-2030	\$1,593,000 \$4,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
6 2	Rosedale Drive Main Upsize	2010-2030	\$885,000 \$3,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
7 3	Soundview Dr – Harborview to Grandview Main Upsize	2010-2030	\$708,000 \$3,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
4	Soundview Drive to Erickson Main Upsize	2010-2030	\$1,092,000 \$4,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
<b>Subtotal</b>			<b>\$12,144,000</b> <b>\$14,000,000</b>		

<b>Collector System Expansions</b>					
C6	Gig Harbor North (East Side)		\$1,706,000	20-year	Developer-funded
C7	Reid Drive from Olympic Village to Hunt Street, and 28th Avenue	<u>2010-2030</u>	\$5,166,000	20-year	Developer-funded
C8	38th Ave. from 60th St. to the S. Boundary of the UGA	<u>2010-2030</u>	\$2,794,000	20-year	Developer-funded
C9	Peacock Hill Ave. from 99th St. Ct. to Harbor Estates	<u>2010-2030</u>	\$1,673,000	20-year	Developer-funded
C10	Peacock Hill Ave. from Harbor Estates to the N. UGA Boundary	<u>2010-2030</u>	\$2,405,000	20-year	Developer-funded
C11	Reid Drive from Olympic Village to the S. Boundary of the UGA	<u>2010-2030</u>	\$2,426,000	20-year	Developer-funded
C12	Fairway Estates, Quail Park, and the East Half of Quail Run	<u>2010-2030</u>	\$3,892,000	20-year	Developer-funded
C13	Rosewood Estates, Parkdale Estates, and 58th Ave	<u>2010-2030</u>	\$3,587,000	20-year	Developer-funded
C14	54th Ave. S. of Bujacich Rd	<u>2010-2030</u>	\$1,184,000	20-year	Developer-funded
C15	East Side of Highway 16, North of Rosedale	<u>2010-2030</u>	\$846,000	20-year	Developer-funded
C16	Woodhill Dr.	<u>2010-2030</u>	\$457,000	20-year	Developer-funded
C17	UGA East of Gig Harbor	<u>2010-2030</u>	\$2,993,000	20-year	Developer-funded
<b>Subtotal</b>			<b>\$29,129,000</b>	-	-
<b>Gravity Sewer Replacements</b>					
E6	Burnham Drive from Harborview Drive to 96th Street	<sup>2005</sup> <u>2010-2030</u>	\$456,000	20-year	Capital Reserves
E7	N. Harborview Dr. from Peacock Hill Ave. to L.S. #2	<sup>2006</sup> <u>2010-2030</u>	\$238,000	20-year	Capital Reserves
E8	45th Street and Easement East of Point Fosdick Drive	<sup>2007</sup> <u>2010-2030</u>	\$953,000	20-year	Capital Reserves
<b>Subtotal</b>			<b>\$1,647,000</b>		
<b>Lift Station and Force Main Improvements</b>					
L4-1	Lift Station 4, Phase 1	<u>2010-2030</u>	\$1,121,000	20-year	
L4-2	Lift Station 4, Phase 2	<u>2010-2030</u>	\$295,000	20-year	
L8	Lift Station No.8	<sup>2006</sup> <u>2010-2030</u>	\$568,000	20-year	Capital Reserves
L3-2	Lift Station No. 3, Phase 2	<sup>2008</sup> <u>2010-2030</u>	\$162,000	20-year	Capital Reserves
L1	Lift Station No. 1	<sup>2019</sup> <u>2010-2030</u>	\$470,000	20-year	Capital Reserves
L5	Replace pump & motor: Lift Station No.5	..... <u>2010-2030</u>	\$20,000	20-year	Capital Reserves
L6	Replace pump & motor: Lift Station No.6	..... <u>2010-2030</u>	\$20,000	20-year	Capital Reserves
L10	Replace pump & motor: Lift Station No.10	..... <u>2010-2030</u>	\$20,000	20-year	Capital Reserves

L12	Replace pump & motor: Lift Station No.12	..... 2010-2030	\$20,000	20-year	Capital Reserves
L13	Replace pump & motor: Lift Station No.13	..... 2010-2030	\$20,000	20-year	Capital Reserves
<b>Subtotal</b>			<b>\$1,300,000</b> <b>\$2,616,000</b>		
<b>Total 20-year</b>			<b>\$44,220,000</b> <b>\$52,320,000</b>		

- \* Estimated costs are in year of project
- \*\* Estimated costs are in 2009 dollars
- \*\*\* Pump and motors assumed to have a life span of approximately 20 years, replace or repair as needed

**Notes:**

- (1) PWTF - Public Works Trust Fund
- (2) SFR - State Revolving Fund

**Park, Recreation & Open Space Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	Borgen Property	2000-2006	\$291,991	6-year	CFP/ GI Fee/ Bond
2	Burnham Drive	2000-2006	\$205,382	6-year	CFP/ GI Fee/ Bond
3	City Park at Crescent	2000-2006	\$936,391	6-year	CFP/ GI Fee/ Bond
4	Civic Center	2000-2006	\$1,949,693	6-year	CFP/ GI Fee/ Bond
5	Elem 9/Middle 3	2000-2006	-No City Cost	6-year	CFP/ GI Fee/ Bond
6	Finholm Hillelimb	2000-2006	\$112,579	6-year	CFP/ GI Fee/ Bond
7	GHPHS Museum	2000-2006	\$10,000	6-year	CFP/ GI Fee/ Bond
8	Gig Harbor North	2000-2006	\$1,479,444	6-year	CFP/ GI Fee/ Bond
9	Gig Harbor West	2000-2006	\$630,427	6-year	CFP/ GI Fee/ Bond
10	Grandview Forest	2000-2006	\$100,613	6-year	CFP/ GI Fee/ Bond
11	Grandview Hillelimb	2000-2006	\$38,047	6-year	CFP/ GI Fee/ Bond
12	Jerisich Park	2000-2006	\$118,555	6-year	CFP/ GI Fee/ Bond
13	Narrows/ Purdy Trail	2000-2006	-No City Cost	6-year	CFP/ GI Fee/ Bond
14	Old Ferry Landing	2000-2006	\$25,000	6-year	CFP/ GI Fee/ Bond
15	Peninsula Athletic Comp	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
16	Peninsula Retn Center	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
17	Pioneer Way Streetscape	2000-2006	\$127,000	6-year	CFP/ GI Fee/ Bond
18	Seofield Tidelands	2000-2006	\$168,054	6-year	CFP/ GI Fee/ Bond
19	Skansie Property	2000-2006	\$1,891,711	6-year	CFP/ GI Fee/ Bond
20	Support Facilities	2000-2006	\$139,000	6-year	CFP/ GI Fee/ Bond
21	St. Nicholas Church	2000-2006	\$410,000	6-year	CFP/ GI Fee/ Bond
22	Swede Hill DNR	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
23	Tallman's Wetlands	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
24	Trail – City Park/ Sunset	2000-2006	\$43,756	6-year	CFP/ GI Fee/ Bond
25	Various roads – bikes	2000-2006	No City Cost	6-year	CFP/ GI Fee/ Bond
26	Water trail	2000-2006	\$8,000	6-year	CFP/ GI Fee/ Bond

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
27	Wheeler Street ROW	2000-2006	\$175,615	6-year	CFP/ GI Fee/ Bond
28	Wilkinson Homestead	2000-2006	\$390,671	6-year	CFP/ GI Fee/ Bond
29	WWTP	2000-2006	\$235,328	6-year	CFP/ GI Fee/ Bond
<b>Subtotal</b>			<b>\$22,626,987</b>		

**Park, Recreation & Open Space Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	City Park Improvements	ongoing		6 year	Grants/Local
2	City Skate Park Improvements	2008-2010	\$30,000	6 year	Local
3	GPHS Museum Creek Easement	2008-2009	\$400,000	6 year	Local
4	Gig Harbor North Park	2008-2012	\$3,000,000	6 year	Developer Mitigation/Impact
5	Jerisich Dock Moorage Extension	2008-2009	\$120,000	6 year	Fees/Grants/Donations
6	Cushman Trail Phase II Kimball to Borgen	2008-2009	\$664,000	6 year	Local/County
7	Boys and Girls Club/ Senior Center	2009-2011	\$150,000	6 year	Local
8	Pioneer Way Streetscape	2008-2012	\$127,000	6 year	Local
9	Austin Estuary Park	2008	\$100,000	6 year	Local
10	Skansie House Remodel	2010-2012	\$100,000 - \$300,000	6 year	PSRC Grant/Local
11	Skansie Netshed Repair and Restoration	2008-2010	\$450,000	6 year	Heritage Grant/Local
12	Wheeler Pocket Park	2009	\$35,000	6 year	
13	Wilkinson Farm Barn Restoration	2009	\$200,000	6 year	Heritage Barn Grant/Local Match
14	Wilkinson Farm Park	2010	\$900,000	6 year	State IAC Grant
15	WWTP/Cushman Trail Access	2008-2009	\$	6 year	
16	Crescent Creek West Shore Acquisition	2008-2011	\$95,000	6 year	
17	Westside Park	2008	\$900,000	6 year	IAC Grant/Impact Fees/Local
18	Eddon Boatyard Building Restoration	2008	\$980,000	6 year	Heritage Grant
19	Eddon Boatyard Building Impervious Containment Barrier	2007	\$25,000	6 year	
20	Eddon Park Sidewalk	2007	\$75,000	6 year	
21	Eddon Park Environmental Cleanup	2007-2008	\$2,000,000	6 year	Brownsfields Grants/ Harbor Cove Escrow Account
22	Taraboachia Public Parking Lot	2007-2008	\$30,000	6 year	Local
23	Maritime Pier – Dock Improvements	2008-2010	\$50,000	6 year	Local
<b>Subtotal</b>			<b>\$22,626,987</b> <b>\$10,631,000</b>		



**Notes:**

- (1) CFP - Capital Facilities Program
- (2) GI Fee - Growth Impact Fee
- (3) Bond - Park, Recreation & Open Space Bond

**Transportation Improvement Projects**

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	Skansie Avenue Pedestrian Improvements Skansie Ave Improvements (Rosedale to Hunt, Roundabout @ Hunt)	<del>2004</del> 2010	<del>\$150,000</del> \$2,100,000	6-year	Local/ State
2	Olympic Drive/ 56th Street Improvements	2007	\$4,000,000	6-year	Local/ State
3	56th Street/ Point Fosdick Drive Improvements	2006-8- 2009 <u>12</u>	\$2,650,000	6-year	Local/ State
4	Grandview Street (Phase 2)	2004-8- 2005 <u>12</u>	\$250,000	6-year	Local
5	38th Avenue Improvements - (Phase 1)	2006-8- 2009 <u>12</u>	\$6,588,000	6-year	Local/ State
6	45th Avenue Pedestrian Improvement	200 4-7	\$ <u>170,000</u>	6-year	Local/ State
7	36th/ Point Fosdick Intersection	<del>2004</del> 2008 - 2012	\$980,000	6-year	Local/ State
8	Grandview Street (Phase 3)	<del>2005-2006</del> 2008 - 2012	\$510,000	6-year	Local
9	Prentice Street Improvements	2008	\$520,000	6-year	Local
10	Briarwood Lane Improvements	<del>2005</del> 2008 - 2012	\$500,000	6-year	Local/ State
11	38th Avenue Improvements (Phase 2)	2007-2010	\$4,400,000	6-year	Local/ State
12	Franklin Avenue Improvements (Phase 2)	<del>2008</del> 2008 - 2012	\$500,000	6-year	Local
13	Downtown Parking Lot Construction Design Only	2008-2010	\$60,000	6-year	Local
14	Burnham Drive Improvements (Phase 1)	<del>2006-2007</del> 2008 - 2012	\$415,000	6-year	Local/ State
15	Vernhardson Street Improvements	<del>2006-2007</del> 2008 - 2012	\$223,000	6-year	Local/ State
16	Rosedale Street Improvements (Phase 2)	<del>2007-2008</del> 2008 - 2012	\$593,000	6-year	Local
17	Burnham Drive Improvements (Phase 2)	2009-2010	\$2,775,000	6-year	Local/ State
18	Rosedale Street Improvements (Phase 3)	2008-2009	\$445,000	6-year	Local
19	Point Fosdick Drive Pedestrian Improvements	2009-2010	<del>\$265,000</del> \$2,000,000	6-year	Local / <u>State</u>
20	50th Court	2008-2009	\$1,000,000	6-year	Local
21	Harborview Drive Improvement Project	2007-2008	\$560,000	6-year	Local
22	North-South Connector (Swede Hill Road)	2007	Developer	6-year	State
23	Burnham Drive Improvements (Phase 3)	2009-2010	\$4,400,000	6-year	Local/ State
24	38th/ Hunt Street (Phase 1)	2008-2009	\$208,000	6-year	Local/ State
25	Crescent Valley Connector	2008-201 <u>0</u> <u>3</u>	\$4,300,000	6-year	Local/ State

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
26	Hunt St Crossing of SR-16 Kimball Drive Extension	<del>2009-2010</del> 2011	\$1,247,500 \$5,250,000	6-year	Local/ State
27	Wollochet Drive Improvement Project	2010	\$5,000,000	6-year	State
28	50 <sup>th</sup> Street Extension to 38 <sup>th</sup>	2008	\$900,000	6 year	Local
29	Burnham Interchange interim Solution Improvements	2008	\$10,300,000	6 year	State/Developer
30	Burnham Interchange Long-Term Solution Improvements	2012	\$44,000,000	6 year	Federal/State/ SEPA/ Impact Fees/Local
31	Burnham Drive (Harborbiew to Interchange) Sidewalks, Median, etc.	2011	\$4,500,000	6 year	State/Local
32	Rosedale - Stinson to Skansie (Roadway, Bike Lane, Sidewalk, Median)	2010	\$1,950,000	6 year	State/Local
33	Donkey Creek day lighting, Street & Bridge Improvements	2009	\$3,250,000	6 year	Federal/State Earmarks & Grants
34	Harborview Drive Sidewalk/Roadway Improvements	2008	\$1,200,000	6 year	Local
35	Judson/Stanch/Uddenburg Sidewalk/Roadway Improvements	2008	\$750,000	6 year	Local
36	38 <sup>th</sup> Street Sidewalk, Bike Lane, Improvements	2009	\$1,900,000	6 year	State/Local
37	Public Works Operations Facility	2009	\$1,125,000	6 year	Local
38	Street Connections – Pt. Fosdick Area	2011	\$1,500,000	6 year	State/Local
39	Skansie Ave Improvements (Rosedale to Hunt; Traffic control device @ Hunt)	2010	\$2,100,000	6 year	Mitigation/Impact Fees
40	Ericson/Grandview (Pedestrian Loop Improvements and Lighting)	2008	\$160,000	6 year	Local
	<b>Subtotal</b>		\$43,609,500 \$124,032,000		

**Notes:**

- (1) The Gig Harbor Transportation Plan Update does not contain projects beyond the next six years. The Six Year Transportation Improvement Plan is updated annually. The table reflects the most recent update.