

# **Gig Harbor City Council Meeting**

**December 8, 2008  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
December 08, 2008 – 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of Nov. 24, 2008.
2. Receive and File: a) Minutes - BB16 Workstudy Session Nov. 10, 2008; b) Budget Worksession Nov. 03, 2008; c) Budget Worksession Nov. 4, 2008; d) Budget Worksession Nov. 17, 2008; e) Building / Fire Safety; f) Letter from FEMA; g) Intergovernmental Affairs Minutes 8-11-08; h) Letter from Harbor History Museum; i) Letter from Canterwood.
3. Appointment to the Parks Commission.
4. Resolution – Amending Meeting Times for the Planning Commission and Design Review Board.
5. Resolution – Updating the Fee Schedule.
6. Resolution – Surplus Equipment.
7. Setting Date for Public Meeting – Rossi Annexation of One Parcel.
8. Special Occasion Liquor License – Homestead Group Home.
9. Eddon Boatyard Construction Easement – Nicolich.
10. Harbor History Museum Easement Phase I Environmental Site Assessment.
11. Sanitary Sewer Facilities Easement and Maintenance Agreement – Canterwood Division 11 Phase 3 & 4.
12. Austin Street and Harborview Drive Roadway Rehabilitation Project – Construction Contract and Materials Testing Contract Award.
13. Federal and State Lobbying Contracts.
14. Release and Settlement Agreement – Kvinsland.
15. Approval of Payment of Bills for Nov. 24, 2008.
16. Approval of Payroll for the month of November: Checks #5289 through #5311 and direct deposits in the total amount of \$345,266.78.

**OLD BUSINESS:**

1. Public Hearing and Second Reading of Ordinance – Adopting the 2009 Budget.
2. Second Reading of Ordinance – 2008 Budget Amendment.
3. Resolution – Adopting Findings of Fact for Denial of Comp Plan Amendments 08-0001.
4. Adoption of Findings and Conclusions for the 2008 Comprehensive Plan Ordinance.

**NEW BUSINESS:**

1. Public Hearing and First Reading of Ordinance – Gross Floor Area Definition.
2. First Reading of Ordinance – Water & Sewer Revenue Bonds.
3. Prosecuting Attorney RFP and Contract – Approved for form.
4. Interlocal Agreement for Design Review Services for BB16/Hospital Mitigation Improvements Phase 2 – WSDOT.
5. BB16/Hospital Mitigation Improvements Phase 2: Supplement to Design Contract.

6. City Attorney Contract.

**STAFF REPORT:**

1. Downtown Business Plan.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. No second City Council Meeting in December.
2. GH North Traffic Options Committee – Wednesday, January 14<sup>th</sup>, at 9:00 a.m. in Community Rooms A & B.

**EXECUTIVE SESSION:** To discuss potential litigation per RCW 42.30.110(1)(i).

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF NOVEMBER 24, 2008**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Malich, Kadzik, Payne 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 November 10, 2008.
2. Receive and File: a) Joint City Council / Guild Worksession 10/24/08; b) AWC RMSA 2008 Loss Control Report Card.
3. Kitsap County Jail Contract.
4. Career Management Institute Contract.
5. Wastewater Treatment Plant 8'x10' Specialized Service Body to Mount on Pre-Purchased Cab and Chassis - Contract Authorization.
6. 50<sup>th</sup> St. Street Lights - Purchase Authorization.
7. Approval of Payment of Bills for Nov. 24, 2008:  
Checks #59431 through #59543 in the amount of \$1,812,159.58.

**MOTION:** Move to adopt the consent agenda as presented.  
Payne / Conan - unanimously approved.

### **OLD BUSINESS:**

1. Public Hearing on Development Agreement for COMP 08-0001 and Ordinance – 2008 Comprehensive Plan Amendments. Tom Dolan, Planning Director, presented the background information for the Development Agreement, further describing amendments suggested by the City Attorney. He said that the public hearing is a requirement of a development agreement and asked that Council make the final decision on Comp 08-0001. Findings of Fact would then be formulated to be inserted into the ordinance for final adoption. He addressed questions from Council regarding the development agreement.

Mayor Hunter opened the public hearing at 6:18 p.m.

Chuck Johnson – Shyleen Street. Mr. Johnson said he had testified in front of the Planning Commission. He said that once the Comp Plan is amended, it opens the door to uncertainty; the Comprehensive Plan is the policy statement and years ago the decision was made that the north side of Grandview would remain low-density residential. He said that there is a burden on the proponent to establish and convince Council that something fundamental has changed to cause the policy to be altered. The north side of Grandview has historically been small houses and low-density residential which is a good "line to keep." This proposed development plan has changed many times. The big decision is the policy determination that council is being asked to make because something has changed since that line was drawn many years ago that will

cause Council to alter the character of what is existing on the north side of Grandview. Ultimately, what you see in the proposal is large-scale commercial development. That is the character being addressed tonight. What do you want to do with that particular piece of property...large-scale development that is inconsistent with the property use and with the policy determination? He said that the proponent hasn't met the burden to establish that things have change enough to warrant revisiting that decision.

Carl Halsan – PO Box 1447, Gig Harbor. Mr. Halsan, agent for the applicant for COMP 08-0001, said that ultimately this is a policy choice; should this property be RM or RL. There have been many details hung on this proposal since it first came in three years ago to go through this process. Essentially, it's still the same project; it's just become more detailed as each week passes with each change for the better. He said that he sees this as a "win-win." Before Council tonight is ultimately a choice for the southern portion of the property called Area 1. Are you going to have five little buildings with all surface parking and minimal tree preservation and buffers, or are you going to have two mixed-use buildings that have a 24-hour sense. There will be offices on the first floor and residences on the second floor and maximum tree preservation and little to no surface parking. These are the ultimate choices before Council. Mr. Halsan said that all the changes made over the past two weeks were directly in working with staff. He thanked Tom Dolan and Jenn Kester for working with him to continually add details to the development agreement. He said that staff suggested that instead of 40 foot buffers to the north and none to the south they change it to 25 feet of dense vegetation to the north and add a buffer to the south side of the residential side of the project. Mr. Halsan explained that the internal buffer between the two halves of the projects will be determined by the Design Review Board to accommodate building placement and to allow wider buffers and more tree preservation along Grandview. The rest of the development agreement and site plan remain essentially the same: one curb cut rather than many, double the tree preservation, mixed use projects and a drastic reduction in surface parking. He finalized by saying that this has taken three plus years and that his clients are getting tired of working on this; he hopes that Council can see their way to approving the amendment tonight.

Tom Dolan responded to a comment about the inadequacy of a 20 foot buffer along Grandview and the question of whether this would have to be extended through the development agreement. He said that the Design Review Board is not going to look at landscaping on Grandview as their purview is the zone transition buffer on the northerly side of the development. They are required to review that as well as the portion along Pioneer which could be up to 35-40 feet of transition buffering. He said that the applicants have identified 20 feet of buffering along Grandview in the exhibit to the development agreement. The zoning code only requires an eight-foot setback along the Grandview side of the property and so he doesn't believe that the DRB could require more than the 20 feet being identified. He added that for the current non-residential RB-1 zoning, the minimum sideyard setback is ten feet and described the reason why Grandview is considered a side yard rather than frontage.

Carl Halsan responded that in section six of the development agreement they attempted to address going beyond the minimum for the width of buffers and preservation of trees. He offered to go even further to try and address the concerns along Grandview and Stinson and to let the Design Review decide about the internal interim buffer which would allow wider buffers on the street. He then addressed questions about the tree survey by saying that every tree five inches or greater in diameter had been surveyed on the site. He then plotted those trees within the perimeter because those are ones being saved and they are unsure of what is going to happen between the two buildings. He said that they need to meet code parking and if this can be done in the garages of both buildings, there will be no parking in the center area. If the code requires some surface parking then not all the trees will be saved in that area. He said that at this scale and with minimum buffers, they almost double the code requirement for tree preservation.

Mayor Hunter pointed out the requirement to have ten feet between the building and trees and another five feet that could be lost at the street edge for over-excavation. Mr. Halsan responded that they have the ability to slide the building to save trees.

Mark Hoppen – 8133 Shirley Avenue. Mr. Hoppen read a letter in support of the Planning Commission's denial of COMP 08-0001 or to support an alternate procedure to reach a land use re-designation of the 4.27 acres at 3700 Grandview Street. He asked Council not take action on the proposed amendment explaining that the problem is the re-designation only appears to be acceptable if tied to a development agreement. The proposed development agreement only provides short-term land use restriction of uses and landscaping requirements for five years, and after that time the designation opens the property to the full-spectrum of uses in the potential zones available; there are no guarantees that the property will be developed in any specific manner. Mr. Hoppen continued to say that it must be assumed that the City Council, if authorizing the potential change from Low-Density Residential to Medium Density Residential, would be accepting the possibility that after five years the property might be developed or re-developed with RB-2 outright permitted uses, which is unacceptable to him as well as other city residents that understand this land use action. Mr. Hoppen suggested a different course if the amendment is not denied. He requested that this issue be returned to the Planning Commission to establish both a new Comprehensive Plan Land Use designation and a new zone that reflects the limits on uses proposed for this property. This action will ensure that properties at the city's rim can be successfully managed over the long-term through zoning. Mr. Hoppen then went on to say that the proposed Comp Plan Amendment is problematic in several ways: 1) it provides no zoning security from undesired RB-2 uses after five years; 2) it sets a precedent to increase intensity for any properties similarly situated; 3) it proposes a dangling development agreement, a zoning document that is de-coupled from an attendant rezone; and 4) it fosters particularly intense use of low density designated residential property. If Council denies, authorizes or remands this proposal back to the Planning Commission, the intensity of the project should be reduced. Buffers along Pioneer and Soundview should be set at 40' minimum and the height overlay should be continued on the property to control commercial volume and to keep the structures similar in scale to

adjacent residential and business structures. Through the height overlay, transition design review standards would be left in play with respect to the north and east property lines. Mr. Hoppen reminded Council that one of the proposed buildings is approximately 6000 square feet larger than all the square footage in the Civic Center complex without the lawn or evergreen buffers to soften it to the neighborhood. Mr. Hoppen finalized by saying that what you do for one property owner now will be expected by others in the future. He predicted that this could result a similar scenario at the corners of Rosedale and Stinson and again asked Council to confirm the Planning Commission's denial of the amendment, and that it be sent back to them to establish a new comprehensive plan designation consistent with a new zone for approval.

Jack Tropiano – PO Box 11203, Tacoma. Mr. Tropiano explained that he owns property adjacent to the Ancich property. Their driveway is between the Ancich properties, just north of where John resided. He said that they have an easement between the properties and asked what would happen to his driveway when construction begins. He said he hasn't seen a comprehensive plan or photos and doesn't know where the buildings will be placed and what is proposed. He said he would like to talk to the planners to find out.

Tom Dolan responded that the document submitted show this easement. Mr. Halsan responded that the easement in question is north of the site and nothing that they are doing will affect this.

Guy Hoppen 8402 Goodman Dr. Mr. Hoppen commented on the proposed amendment to the Comprehensive Plan. He read a letter explaining that several years ago several concerned citizens let the City Council know, in no uncertain terms, that building size and scale needs to be controlled in the Gig Harbor View Basin. The message was that outsize buildings like those proposed at Grandview and Pioneer should not be allowed in the view basin. He explained that his father was a Gig Harbor City Councilmember and he that a concern, even back then, was protecting the hills on down to the water from outsize development. This 60,000-plus square foot building proposal is not about trees, buffers, a development agreement, or even the need for office space or lack there-of. What this is about is whether huge out-of-scale buildings belong in the Gig Harbor view basin, adding that if you can see a structure from the waterfront, it's in the view basin. He stressed that these buildings will dominate the skyline between Pioneer and Stinson. Mr. Hoppen said that by allowing this Comp Plan Amendment, Council will be telling those who accumulate a few pieces of adjoining property in the view basin that they are due special treatment and can expect an up-zone at the expense of historic neighborhoods such as Shyleen, Butler, Lewis, or even in the Millville area. He said that if Council believes that the existing zoning provides for development that can best be controlled by up-zoning, and then they should consider a zoning change more in keeping with the existing single-family use of the property or possibly consider a cottage home development use. Mr. Hoppen finalized by saying that the City of Gig Harbor is fortunate to have the Up-Town, Olympic Village and Borgen Boulevard areas for larger scale development and building that also provides room for growth. Gig Harbor is even more fortunate to have the historic character of our downtown,

waterfront and view basin neighborhoods largely intact and he believes that this up-zoning proposal to be in conflict with the community's desire to maintain that character. He asked Council to take this precedent setting proposal off the table.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty said that the October 24<sup>th</sup> plan showed 40 feet between the existing homes on the north end, and now the Planning Department has decided that it should be cut back to 25 feet to keep the 40 on Grandview. He said that the only difference in this plan is that the project's yards got bigger and 15 feet got cut from the buffer between the existing homes. Mr. Fogerty then said that when this came to Council in February, the lot on the corner of Pioneer and Grandview was R-1 all the way up. Now we are talking about 15,000 square foot buildings. He presented a slide show that first showed the 10,500 square foot BDR Building downtown with the Harbor Inn Restaurant building superimposed on the front to illustrate the size difference. The next slides were shot up the hill going up Pioneer from downtown showing low-density craftsman style homes with 16 feet maximum height. The slide then transitioned to a shot of the hill showing the existing tree line at the top and the corner of Grandview and Pioneer. The next slides showed what it would look like with eight feet of trees along the right of way removed. The slides then showed two buildings, one 15,000 and one 12,000 superimposed on the site at the top of the hill to illustrate what it would look like with the trees cut the two proposed buildings. He said that if this is allowed, it could set precedent for others to do the same on further down the hill, showing a slide with several 12-15,000 square foot buildings superimposed on a photo of the hillside. He said that this is what it's going to look like from downtown if we allow the construction of this type of project. He said he wanted to know the size of footprint of the proposed homes on the northern portion as their adjacent homes on Butler are an average of 2500 square foot

Monte Hester – 8905 Franklin Street. Mr. Hester said that Justice Johnson's comments were appropriate in that he is reminding Council that it is your chore to determine what's best for Gig Harbor based on policy already determined and reflected in the existing ordinances. He said that when you take a look at that, it simplifies the choice: to take a look at what can be built under the existing ordinances and what is being proposed and will be accomplished through this proposed agreement. If the agreement results in a better project that considers the overall interest of the citizens and those most effected in the short and long-term, it doesn't take much thinking to determine that this is how Council should exercise its discretion. He said that he trusts that Council and Staff are in a better position than he to make that particular reflection and final decision. However, as he understands RB-1, there is very little you can do about what is to come if the project is built under RB-1 and that the result can be significantly imposing on the neighborhood because the number of structures and access driveways that would be present and the number of trees that could be taken down as a consequence of the necessity of the development itself. He said he isn't here to tell Council what he thinks should happen as a resident of Gig Harbor, but said that if we concern ourselves with what is best, not necessarily what certain individuals would prefer but what is best for Gig Harbor now and in the future, then the decision should be to support this particular project with the guidance or your staff and the Council in days to come to determine the



actual project that will be built in conformity with the agreement as well as the other compelling zoning laws.

William Lynn – PO box 1157, Tacoma. Mr. Lynn, on behalf of the applicant, said that he would leave it to others to talk about the merits of the proposal, but he wanted to assure Council that there are no procedural problems that can't be easily cured. In answer to Mr. Hoppen's alarm about somehow "disconnecting the restrictions" from the different approvals that are being proposed...the only thing unusual or unique about this project is that it is more restrictive than most at this point of the process. Most of the time you approve a Comprehensive Plan it is just approved without a lot of attachment; isn't a development agreement. Here the application is proposing restrictions through a development agreement the intent of which is to make sure that what you see is what you get to the extent you have seen it so far. That isn't to say that the rest of the process won't add additional restrictions. The project still has to go through Design Review, a rezone, and a potential height overlay issue. All those will result in additional restrictions that will have their own enforcement mechanisms. Councilmembers Young and Payne raised a good question about what happens if this agreement expires. Mr. Lynn said that this hasn't come up before, but he believes that the five-year term came from the city; it's not something the application proposed so that they could weasel out of this in a few years. If Council would like to make this ten or twenty years, that is fine with them. Another way to address this is to say that the agreement expires at some point in time, but the requirements for a development agreement do not. So any rezone of the property wouldn't necessarily have to come back to the Council, but you might have a different idea other restrictions ought to be. If your concern is that somehow an owner of this property would wrangle out of the terms of the development agreement, he will tell you that the applicant is prepared to work on a solution just as they have worked on solutions to every other problem that has been identified.

Marty Paul – 3312 Rosedale. Mr. Paul thanked Council and staff for the amount of time and effort that has been put into this. He said that respects and understands the amount of tension the residents and business owners in the community must feel about this because it is a landmark property. They knew this when they bought it and have preserved it the last four years with the goal in mind to create the kind of project that would have a positive impact on Grandview/Pioneer/Stinson as well as Kimball Drive and the eventual overpass to Wollochet. He said that what hasn't happened in the 35 years he has lived here is that there has been no effort to place residential mixed with commercial development in Gig Harbor. The conversation has come up a few times with the positive impacts of Uptown as well as the large-box expansion of Gig Harbor North. This is an opportunity to shape a residential appeal to what now is strictly a commercial ramp off Highway 16. Mr. Paul added that the other thing that have been expressed heavily tonight is the tree preservation; he thinks Monte Hester, Carl Halsan and Bill Lynn have expressed the enhanced amount of tree preservation and the effort to work together towards making this a project that is aesthetically appealing. The thing that has possibly been lost is that there will be a development on this project and the alternative doesn't need to go through the all this effort. He reminded the group that the project could be up to five, 5,000 square foot buildings with surface parking, and only 78 trees

preserved. They have not wanted to go forward with this because it would disadvantage the long-term effects of the peak of the hill at Pioneer / Stinson / Grandview. He said that he is here to answer any questions as one of the three partners in the project, adding that their goal in working through the next two to three years is to end up with a project that those that oppose it now can be more in favor of and those in favor of it now can be proud that it moved forward. He stressed that the suggestion to send it back to the Planning Commission is not an option for the investors.

Mr. Paul was asked why they would build five buildings if the two larger couldn't be done. Mr. Paul responded that there is a building size maximum and other code requirements for parking and impervious coverage, three parking spaces per 1000 square feet, and setback restrictions. The reason that it ended up at five is due to the setbacks and parking. Their purpose in showing the existing option is so that it can be avoided. He said that their intention is to develop the property regardless and to maximize the property to the highest and best use. When you downsize to 5,000 square foot buildings you significantly impact use, which was part of their motivation. He said that the city has done a bad job of attracting a diversified business base and with 5,000 s.f. buildings you are going to end up with businesses such as nail salons or tanning beds because they are 1200 s.f. users. If you allow a building size capable of providing broader employee based businesses that need 5-7,000 square feet you won't be limiting the location of white collar job growth. There is very little science or technology business down here; this is an opportunity to build something capable of housing 20-50 employees that can't fit into a 5,000 s.f. building. This would be an economic stimulant to the peak of the hill as well as allowing residents to live on top that could conceivably walk downstairs to work.

Mr. Paul was asked to respond to the neighbors who will live next to such large structures. He said that it could be managed through dense planting-based buffers which they've agreed to do; there could be tree growth of 3-4 feet a year and they could conceivably create a forest around their project. He said that from Grandview the project will look like a two-story building. He said he thinks someone would rather reside next to something that is aesthetically protected as opposed to the adjacent commercial property such as Kitsap Bank where there isn't a tree on the property. It is all surface parking and has been "rehabbed" twice in the last twenty years and yet there are no truly growth-viable businesses due to the size. He asked if the city wants him to build that kind of business adjacent to the existing residents or if they want him to preserve twice the enhanced trees with a project of residential mixed use and potentially a deli and Windermere Real Estate, which he thinks it would be better neighboring property. He asked to keep in mind that on the lower property they are open to a cottage-like residential aspect and/or seven individual houses. Because of the enhanced buffering, you will end up with a 2500 s.f. home as an immediate neighbor.

Mr. Paul was then asked about increasing the buffer along Grandview to 30 feet as it is the Gateway to Gig Harbor. Mr. Paul responded that the buildings can be moved due to the middle area or the building design could be architecturally changed. He said that the residents living above the buildings will pay more for more buffering from the noise on

Highway 16. The more trees that are removed are a disadvantage. He said that aside from fire code there is an excess of 60-80 feet between the buildings that could be modified. Addressing Grandview, he said that this was addressed with the comments about having a 20-25 foot buffer elsewhere to because it isn't a restricted area; it's an offer on a landscaping basis. He referred to the drawing with the five buildings pointing out five different ingress/egress points for the separate buildings. He said that this significantly disadvantages tree preservation. He added that even with three buildings there would be three access points whereas their proposal only has one. This has been done by moving the parking underneath which eliminates the ability for access off Stinson or Pioneer. If a second has to be included it will also be off Grandview. He said they decided on two buildings for aesthetic reasons which add to the setback requirements. The development agreement is to allow the city to restrict the project so that there are no surprised.

Tom Dolan said it would be difficult to believe you wouldn't have a secondary emergency access. He also said that he didn't think five accesses onto Grandview would be permitted. Mr. Paul responded that he was just told that the fire code restrictions would be enabled by the size of the underground parking because you need the turning radius and/or "hammerhead" and so by creating access points to each building you create this. There will be only one curb cut for their proposal.

Council asked if the zoning was RB-1 on the property when they bought it and when it became that designation. Mr. Paul said that it was RB-1 when they bought it but he didn't know when it became RB-1. He said he owns other properties of this stature and has been patient to make sure that their projects are not only attractive aesthetically but have an economic vision. The size of the building and the amenities that you create residentially around the building will attract a high-quality use. If you limit the size of the building and the aesthetics that surround you, it limits the style of residential use and business around you. He said that with only residential development you would eliminate more trees and create larger homes because of the "highest and best use." They did a study that said you would end up with seventeen homes there with an assumed minimum size of 3,000 square feet. Most of the residential lots would have little to no trees. What they have proposed is the greatest level of preservation of trees, flexibility in ingress/egress and the willingness to be restricted to a developer's agreement that allows input throughout the entire process.

Mayor Hunter gave an overview of the many changes that have occurred since this project first came in for the Comp Plan Amendment. He said that this is the gateway to Gig Harbor and the citizens want small buildings in the view basin that relate to this scale and size. He said that this should go back to the Planning Commission.

Tom Dolan explained that if the comp plan is approved, the project will still need to go before the Design Review Board for zone transition buffering, it needs a rezone, and it needs site approval all which could all occur simultaneously. It also needs several permits.

Bill Fogerty spoke again saying that this was all R-1 according to an old map. There was discussion on when it may have changed to RB-1.

Mike Paul – 3720 Horsehead Bay. Mr. Paul said he is one of the three partners. He clarified that they were clear when they bought the property of the RB-1 zoning. The first step was to look at this and decide if it was in their best interest to build the allowed five buildings. They talked to the former Mayor as they have talked to Mayor Hunter, and did due diligence to make sure that everyone is clear about what could currently go on the property and what they would be asking for in lieu of that. They were hesitant to bring forward a plan of the five buildings as they think this would adversely affect the top of Gig Harbor. He said that if they go to three or four buildings and end up with 15,000 s.f., they still don't think it's a good project for the city; if they save more trees with three buildings but still have surface parking, they don't feel good about that. He said that they have run their course and will not be going back to the Planning Commission. He voiced appreciation for all the work that has been done and the time that Tom Dolan has spent with them. He said that they feel positive about the things that have been presented, which is the first step in a process. This is not approval of a building, not approval of a footprint, not approval of a foundation close to trees...this is a Comp Plan Amendment; they have far outdone the basics for a Comp Plan Amendment. They have given square footage parameters only and they have agreed to give more room on Grandview. All that is being presented is the maximum square footage with 85% of the maximum above for residential. He added that they don't have to have the residential; they are willing to work on this during the upcoming five-year process if the Comp Plan Amendment is approved.

There were no further public comments and the public hearing closed at 7:18 p.m.

Councilmember Ekberg said that tonight the issues isn't about tree preservation; it is about Comp Plan zoning and what has changed on this particular piece of property that would warrant the Council looking at it going from residential low to residential medium. The only thing that has changed is the ownership of the property. He said that we need to remember that the RB-1 zone is for a buffer between residential and business and he thinks this business and this piece of property is doing exactly what it is zoned to do. What could go on the property is more in keeping with the scale and size; he is comfortable with the RB-1 as it allows for the continued transition between the business and the residential zones. Councilmember Ekberg then said that he has trouble with all the changes; a plan that was dramatically different was presented to the public at the start of the process asking to have increased residential zoning abutting the R-1 and then the RB-2 zone on the top of the hill. The public commented and the Planning Commission made a recommendation based on that information. To have it continually change isn't fair to the citizens. If this is a good project it needs to go to the Planning Commission based on this project; not one ever changing. The issue is what kind of zone is best here; if it needs a full hearing to move forward properly then he would consider it. Under this condition, he agrees with the Planning Commission.

Councilmember Young said that he has changed his mind a couple of times partly because he proponents have been responsive and changed the project along the way. He said that the difficulty is we are doing this backwards as a result of the Comp Plan process for a single property and because Council is concerned that they will lose control after the change. He added that: 1) there aren't enough zones or comp plan designations and this is a significant jump from little tiny office buildings to very large office buildings, from neighborhood to neighborhood which doesn't seem consistent; and 2) because we do lose control at the rezone level. He explained that Council switched to get out of the quasi-judicial process which broadly he agrees with, but he is starting to rethink now because at the Comp Plan level there is this rather large, broad context that they are to consider. In this case this proposal has some merit, but where control is lost is what the zoning and development will look like after that. So the development agreement is trying to address this with a gracious back-and forth effort. He said that his concern is that the development agreement may not be in place prior to development occurring or a rezone application. If the market were to shift he wants to know how to fix this. He made two suggestions: 1) figure out a way to make sure that this isn't a concern; or 2) voting to deny this tonight. He said he's not sure there is a way to approve the Comp Plan Amendment without that assurance.

Councilmember Kadzik disagreed that this isn't about trees; a lot of it is about trees. He said he is in favor of the project in principal. The Paul's will do a quality job and the details are getting better, but there have been a lot of changes over the short course of a few weeks. Once we approve this the actual zoning will be approved and there is no legal way not to do so. The best chance that we have to ensure that we get the quality project we want is at this step. He said that once we get beyond this there are a lot of things that could happen and so he is uncomfortable with the way it has progressed due to the many changes. When he was on the Planning Commission it was a "pet peeve" that things always changed when they came to Council. He said this is the kind of project that we need the full picture to make a decision, and prior to some discussion and public testimony, he was leaning towards approval. Now he thinks it needs to go back; unusual circumstances require unusual solutions. This is the gateway to the city and we can get a quality project out of this if we take the extra steps. He said that he didn't think Council should be designing the project and so he is in favor of sending this back and having some sort of development agreement that the Planning Commission along with the Design Review Board can work together to make this a quality project.

Councilmember Franich said that this project has taken a lot of reiterations and that is one of the main problems. He read from the zoning code RB-1 Intent. "To this extent non-residential structures should be limited in total gross floor area per lot in order to minimize the impact of bulk and scale to residential neighborhoods." Councilmember Franich said that it couldn't be any clearer than that. The property is RB-1 and it meets the criteria of the intent; a15, 000 s.f. building doesn't meet the intent of the zoning code. The biggest problem is there are a lot of unanswered questions in this development agreement because it has changed so many times. He said he is in favor of voting this Comp Plan Amendment down tonight. If we do move forward with it and it comes back, the Council and Planning Commission need to keep in mind what

mechanism will be in place to truly inventory the trees and then address any events that may cause those trees to come down. If you take out some of the trees an arborist may come in and say that others are unstable. We need to address that.

Councilmember Conan said that he identifies with Councilmember Kadzik. They both served on the Planning Commission and it was a frustration when these things would happen at the Council level and they never got to see this much detail at the commission level. He encouraged this type of process at the Planning Commission level. He said that the partners working on this project have good intentions for what they want for Gig Harbor and he thinks it could be a great thing for the gateway into Gig Harbor but it has to be handled carefully. He added that he looks at this as a way to preserve trees, to keep the character, and to help blend the large buildings into the neighborhood, but the development agreement has changed over and over. This is a good thing as we are trying to adjust and react to what we want, but the problem is we do have a moving target on both sides. He said he understands the property owner's frustration; they want to move ahead. He then said he would favor putting back before the Planning Commission but try and accelerate the process so that it doesn't get hung up for another one or two years. Momentum has been built with the development agreement and with some great ideas that can be hammered out without Council trying to do it. It is easier for the Planning Commission to work out the details. We are on the right track and he hopes that sending it back to the Planning Commission with direction for an accelerated schedule could be doable.

Councilmember Young said that the comp plan amendment couldn't return until next year.

Councilmember Payne said he is favorable to this proposal because he thinks it's about trees and is very concerned with what could happen on this site. He said that he knows the applicants have good intentions and have to maximize their investment and they have been sitting on this for quite awhile. Their investment is not his concern; what is his concern is what that looks like at the end of the day and how it affects the gateway to Gig Harbor. He said that he wished that the process could have moved faster, better, quicker and that the Planning Commission had an opportunity to take a look at what was changed before it came before Council the first time. He said he would have liked to see some of this detail discussed at that point as the Planning Commission is probably a wiser place for a lot of these details to be identified. Councilmember Payne said that he is concerned with the scale of the project looking north up the hill from the south; obviously the impact probably more so than anybody is to his residence. He said that great thought has been put into this project and he thinks that the change mentioned by Councilmember Ekberg and voiced as frustration by Mayor Hunter is good because that is what was voted on early in November...change. He said that we have a public process and every change identified has been presented in a public setting. The changes are a reflection of a developer trying to do right by the community. The community and residents may not agree with that, but he thinks the applicants and the residents could have done a better job of talking to one another so that at the Planning Commission level and they would have seen a better product. He said he was

inclined to support this for several of the reasons he stated. In addition, Marty (Paul) brings up an excellent point about economic development. He would love to see more small, white-collar businesses which all trends show are going to be the economic engine of the future. We know that there are several small software companies in fact that are lessees of yours and we want to see that. This is close to the residences and that, along with the scale, is real problem for many. He agreed with Councilmember Kadzik that it would be best if this went back to the Planning Commission, adding that he understands the sentiment of the applicant to move forward with the project. His understanding at this point is nothing is moving forward from a development standpoint other than design until mid-2010. He said he doesn't know the impact to the applicant but he would hate to rush into the agreement and negotiate setbacks this evening. Councilmember Payne finalized by saying that generally he is in favor of the project, adding that he would like to see more conversation between the residents, the applicant, the city and the Planning Commission to refine this project.

Councilmember Malich said that it is a basic, fundamental thing that we all have to think about when sitting on Council is that we are elected to represent the desires of the people of the community; they are first, we don't represent the developers as much. We allow it with zoning and control it with the Comprehensive Plan, Shoreline Management Act and so many other development regulations. He said that there is a tremendous amount of upzoned land in Gig Harbor with huge amounts of acreage up by the prison, Gig Harbor North and Point Fosdick that are places for large buildings. He said again that the fundamental issue is what does the community desire; they don't desire huge buildings in the downtown view area. With all the zones that throughout the community, this is the one thing we have tried to guard the most; the view basin and we should protect it. He said he is in favor of voting this down now rather than wasting the developer's time.

**MOTION:** Move to approve Comp 07-0005; Comp 08-0002; Comp 08-0003; Comp 08-0004; Comp 08-0005; Comp 08-0006; Comp 08-0007; Comp 08-0008; and adopt Ordinance No. 1147. Comp 08-0001 is denied and staff is directed to prepare findings as discussed by the City Council and staff is further directed to prepare a resolution for Council adoption that specifically identifies the Council's intent on denying Comp 08-0001.  
**Ekberg / Malich** – six voted in favor. Councilmember Conan voted no.

2. Public Hearing and Second Reading of Ordinance – Cemeteries Conditional Use Permit. Tom Dolan presented the background information for this ordinance that would allow existing cemeteries to expand as conditional use in the R-2 District. He said that if the amendment is approved the cemetery will drop their appeal at the Boundary Review Board and ask them to approve the 96<sup>th</sup> Street Annexation.

Mayor Hunter opened the public hearing at 7:40 p.m.

Catherine Jerkovich – 2106 Pacific Avenue, Ste. 500. On behalf of Haven of Rest, Ms. Jerkovich spoke in favor of the ordinance that resolves the non-conforming use issue that would be imposed with the proposed 96<sup>th</sup> Street Annexation. She said that they went to the Boundary Review Board and said that if the ordinance is passed that they would be in favor of the annexation. She thanked the Mayor, Council and staff for the work done to resolve this issue.

There were no further comments and the public hearing closed at 7:43 p.m.

**MOTION:** Move to adopt Ordinance No. 1148 as presented.  
Payne / Kadzik - unanimously approved.

**NEW BUSINESS:**

1. BB16 Level III – Preferred Alternative. David Stubchaer, Public Works Director, gave an overview of the 39 month process resulting in the Level III Final Report in the packet. He said that the goal is to select a locally preferred alternative which addresses the development and general growth on the BB16 Interchange. The impact is based on predicted traffic in year 2032. There was extensive public outreach to discuss various options as a result of the three studies that were performed. Mr. Stubchaer explained that selecting a locally preferred alternative is a step in the journey that will continue with an Interchange Justification Report (IJR) to begin next year. The cost of the three options range from 92 to 181 million dollars based on the higher end estimates for each of the options. The potential funding sources are the Hospital Benefit Zone, developer fees, and State and Federal funding. Because this project is slated for 2012 it was not included in the Six-Year TIP. He then introduced the city's consultant, Al King from Lochner Engineering Firm to give a brief summary of the final report.

Mr. King explained that his firm was engaged by the city to complete the Level III Analysis and provide a recommendation on a preferred alternative. He said he would go through the presentation quickly because Council has seen the bulk of the information and the minor adjustments to the estimates do not change the outcome of the final report. He proceeded through the PowerPoint Presentation giving an overview of the analysis of each alternative. Mr. King finalized by saying that when they considered the scoring, the cost, and the community impact to residents, businesses and the hospital, it appeared conclusively that the SPUI should be the recommended alternative.

Mr. King addressed questions from Council on the scope of the project. He said that the scope initially was to look only at the interchange. When they began and the IJR process it became clear that they would need to expand the study area. They tried to choose the major interchanges and so they stopped just short of 144<sup>th</sup>.

Councilmember Ekberg asked if there are incremental ways to buy time and draw traffic away from this interchange such as an off-ramp at 144<sup>th</sup> or to have an off-ramp at 96<sup>th</sup>,



close the off-ramp at the current interchange and then leave the on-ramp. He asked if these ideas had been considered.

Mr. King responded that they were looked at, but there are two important elements to consider with interchanges: 1) DOT policy only will allow urban interchanges closer than two miles apart in rare instances; 2) in the case of 96<sup>th</sup>, this suggested solution would fail within five years. DOT wants ultimate solutions.

Mr. King answered questions on the cost estimates by saying that they put together a planning-level estimate that doesn't include survey work or a detailed layout. They don't have the specifics of the ground, required structures, or underground geological work to be able to do that detailed of an estimate. That will be developed in the preliminary design phase which is 15% of the total construction cost. He then explained that the reason the ramps have to be moved with the SPUI is because it is supposed to operate as a single intersection. He said that there are four in this state that work surprisingly well.

Mr. King then explained that this analysis doesn't include improvements to other interchanges. The study area goes from SR-302 back down to Olympic Drive; the breakdown occurs on the mainline and the model illustrates that other improvements would have marginal impact on the Burnham Borgen Interchange.

Mr. King was asked what happens with a SPUI that has reached its maximum capacity. He responded by saying that this projected model is based upon the assumption that the Gig Harbor North area is built out to its GMA limits in year 2032 and so the probability of additional traffic is slim. There was further discussion on future growth probability. He further explained that it would take approximately four years to get this project operational utilizing a somewhat expedited process.

Responding to a question regarding engineering estimates, Mr. King said that the figures are in the breakout he provided. He said that the first part of the process in design is to get DOT buyoff. They are in the process of putting together an estimate to move forward with the IJR process within the city's budget capability.

Councilmember Young said that it doesn't appear that there are many choices to make. Some of the funding mechanisms are in place and there may be access to other monies but not until we begin the design process. He suggested moving forward with the SPUI.

Rick Tennell – 3014 Mountainview Avenue West, University Place. Mr. Tennell explained that he is a member of the partnership that owns land where the proposed Split Diamond would be located. He said there has been a lot of discussion on the process, which they appreciate. A year and a half ago staff informed them that their site was selected as one of the best alternatives for the Split Diamond improvement. During the following year and through several meetings, it was pointed out that the Split Diamond option was the most cost effective and also provided the most flexibility. He said that he is mystified by the early recommendations that favored the Split Diamond

and then by this new recommendation for the SPUI; he wondered how the cost could be so different. He mentioned that people panic when they enter the existing roundabout and he can only imagine how they will react to nine lanes and the choice of fifteen different directions. He then said that whichever design is selected, it is a huge undertaking and the most significant investment decision the city has ever made and commended Council for what they face. He continued to explain that during the last year and a half they have walked through the process along with the city. Prior to this they were considering two sales on the property because their intention is to form a preliminary plat. The sales disappeared when the rumors leaked that their property was one of three being considered for the interchange improvements. He said that no matter which design is selected that it be done in the near future because the longer it is postponed, it effectively condemns his property. He said that he doesn't mean to imply that the city has tried to do that, but the fact of the matter is the city has an important process to go through. He again asked that the decision be made quickly because of the impact on their site and the ability to sell and proceed forward.

Bob Dragoo – Peninsula Light Company. Mr. Dragoo said that Peninsula Light is endorsing the recommendation from the consultant adding that they disagree that utilities only get 3% on the value scale. When you look at that the rating for the benefit of the cost you are not showing; on the Split Diamond there will be about 3 million that PenLite is going to have to spend that they won't with the SPUI and a cost to the community one way or another. If you don't have to spend the money and follow the recommendation of the consultant, they support that decision. Mr. Dragoo expressed appreciation for the process in the sense that the consultants listened and brought a lot of things into consideration. As far as the money listed in the report; the revenue from sales tax will help to pay for this, which is another argument for the SPUI. He again said that they would very much like to support the SPUI. He agreed with the previous speaker that they would like to know as soon as possible because they have torn up Borgen Boulevard twice and would just as soon not do it again.

John Chadwell – Olympic Property Group. Mr. Chadwell said that OPG is in favor of finding cost effective solutions to complex problems and this is certainly complex. He said he thinks it's not which is the best solution, but a process question; picking something and moving forward. He said in 2032 the answer probably will look different than anything that you have seen tonight and will be a combination of various factors that haven't been considered. When you look forward at an interchange in 25 years and examine it with the GMA full build out then any interchange in a UGA in this state would fail. The problem is more complex than picking one of the "pretty pictures" with not-so-pretty numbers attached to them. No one can imagine how different it will be in twenty-five years. The traffic model cannot predict behavioral changes of drivers, flex hours, telecommuting, retirees and transit; all these will have a big impact. Tonight he isn't suggesting choose one option over another as he doesn't think it matters, but choosing one and getting into the deeper analysis with the state will help us to get closer to answers that work for all. Unfortunately, we are finding that with GMA you put more and more people in the bubble; you can put bigger pipes underground; expand the sewer treatment plant and put up water tanks but you can't just keep building bigger and

bigger roads. That's where transit and behavioral changes that haven't been fully considered are ultimately going to affect the outcome; moving forward is the answer.

Councilmember Ekberg agreed that we need to do something. He said he doesn't like the SPUI because it puts all our eggs in one basket; it's a massive pile of concrete and can't be phased in or changed. He said he liked the Split Diamond because of the flexibility but with the cost analysis, there is no way to choose anything other than the least expensive option which is the SPUI.

Councilmember Franich agreed, adding that he wished that ten or twelve years ago there would have been better planning and understanding of the actual traffic impacts. Now we have to spend 100 million dollars to correct a bad decision.

Councilmember Payne said that he unenthusiastically supports the SPUI. He said that he can't think of anything less characteristic of Gig Harbor but we have to move forward. He said he hopes that as we move forward we have an epiphany and come up with a different solution.

**MOTION:** Move that City Council adopts Single Point Urban Interchange as a preferred alternative for the long-term BB16 Interchange Improvements.  
**Kadzik / Conan** – unanimously approved.

2. Olympic/56<sup>th</sup> Construction Improvement Project – Contract Amendment / David Evans & Associates. David Stubchaer presented this amendment for work outside the scope of the contract for survey and other related construction services required to be performed during construction.

**MOTION:** Move to authorize Amendment #1 to Consultant Services Contract for David Evans and Associates, Inc. for additional work of surveying and technical support for Olympic Drive/56<sup>th</sup> Street Improvement Project.  
**Payne / Kadzik** – unanimously approved.

3. Public Hearing and First Reading of Ordinance – Adopting the 2009 Budget. David Rodenbach, Finance Director, gave a quick overview of the budget numbers. He said that the budget proposed the elimination of the following full-time equivalents:

Building Inspectors	2 FTE
Associate Planner	1 FTE
Receptionist	½ FTE
Community Services Officer	½ FTE
Custodian	½ FTE
Senior Engineer	½ FTE

Rob Karlinsey clarified that Council asked about the COLA for non-represented employees and he responded 5%. He said that this is still true with the exception of two unrepresented positions in the police department. He said he is recommending a 6.2%

COLA for the Chief and Lieutenant because the police officers under contract are getting this amount.

The Mayor opened the public hearing at 8:34 p.m. No one came forward to speak and the hearing closed.

Councilmember Young commented that we ought to look at the COLA adjustments for non-represented employees considering we are headed into a deflationary cycle. He offered to do research and come back at the next meeting.

Councilmember Franich asked how much is paid out in merit and bonus pay. Mr. Rodenbach said that 49 employees at top step earn bonuses, which equals approximately \$139,000. The increase for the other employees is pro-rated throughout the year and so it would be less than \$149,000.

Councilmember Malich asked for clarification on health care benefits for ½ time employees. Mr. Karlinsey responded that their benefits are pro-rated to 50% which could be cost-prohibitive for some. He added that he would like to bring this up for discussion in January.

Councilmember Franich said he is glad that due to the circumstances this year we went through the budget and found savings and hopes that in future years, if revenues increase that we don't lose sight of what could happen and that we've learned something from the decisions that were made that partially led us into this situation.

This will return for a second reading at the next meeting.

4. First Reading of Ordinance – 2008 Budget Amendment. David Rodenbach presented the background for this ordinance necessary to address the shortfall in the 2008 Street Operating Fund budget. He cited the 2007 year-end project estimation and the increased activity in the street fund as the culprits for missing by such a large margin. To meet the shortfall, a \$250,000 transfer will be made from the General Fund rather than going back to re-allocate some of the charges to the stormwater fund.

This will return for a second reading at the next meeting.

#### **STAFF REPORT:**

1. Eddon Boat Update. Lita Dawn Stanton, Special Projects Assistant, gave an overview of the information given to the Operations Committee last week. She said that the budget is \$980,000 from the Heritage Grant covering the Boat Building. The renovation includes fire safety code upgrades and public access alterations. For the brick house, it is for preparation and demolition work to construct the public restrooms. The expected start date is January 2009 with completion in July.

2. WWTP Funding Plan. David Rodenbach said that the total estimated design and construction is nearly 24 million. To date we have spent 2.2 million and received about

\$775,000 in Public Works Trust Loan for the design with a repayment schedule of four years. We are currently working on the DOE Grant of 1 million and so we are looking at a 7.1 million revenue bond. The bid opening is December 4<sup>th</sup> and so the first reading of the ordinance for the revenue bond is scheduled on December 8<sup>th</sup>. He said that the strategy is to have the financing options in front of Council prior to awarding the bid due to the unpredictable economy. He said that revenue bonds do nothing to the city's bonding capacity.

### **PUBLIC COMMENT:**

Gretchen Wilbert – 8825 No. Harborview Drive. Former Mayor Wilbert said her comments are on the proposed 2009 Budget. She left a packet of original correspondence with the Boys & Girls Club on a Senior Center and said she hopes for a community center and that Gig Harbor would be in charge. She then referred to a letter dated March, 2005 in which David Rodenbach addressed a \$1000 donation by the Health Care Providers of Pierce County for a Senior Center. Mr. Rodenbach asked that the check be made out to the City of Gig Harbor and the money would be put into an account. To her knowledge none of that has been spent and so she wanted to make sure that the money was still available.

Mr. Karlinsey said that he would follow up on that. He said that staff is exploring an application for CDBG funds for the Boys and Girls Club project, but it appears that Gig Harbor doesn't qualify. He said that we may have to ask the County to be the lead applicant.

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

Councilmember Young reported that at the AWC Legislative Affairs Committee meeting, he found out that there is a 5.1 billion deficit and climbing. The total amount of discretionary budget would have been 10 billion which means that ½ of discretionary spending will disappear. He said because cities are hurting the state seems inclined to support additional revenue tools some of which could benefit Gig Harbor. He offered to discuss this further if anyone is interested in contacting him.

Councilmember Kadzik brought attention to the Year-End Report packet of information distributed by the Gig Harbor Historic Waterfront Association.

### **ANNOUNCEMENT OF OTHER MEETINGS:**

1. Special City Council Meeting: Public Hearing to Consider Proposals for City Attorney / Legal Counsel. Monday, December 1<sup>st</sup> at 6:00 p.m.
2. Intergovernmental Affairs Committee – moved to Friday, December 5<sup>th</sup> at 12:30 p.m. to meet with lobbying representatives.
3. GH North Traffic Options Committee – Wednesday, January 14<sup>th</sup>, at 9:00 a.m. in Community Rooms A & B.

### **ADJOURN:**

**MOTION:** Move to adjourn at 9:07 p.m.  
**Kadzik / Conan** – unanimously approved.

CD recorder utilized:  
Tracks 1001 – 1065

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Charles Hunter, Mayor

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Molly Towslee, City Clerk

**COUNCIL WORK STUDY SESSION**

**BB16 Update**

Monday, November 10, 2008

Community Rooms A & B

**Present:** Mayor Hunter, Councilmembers Ekberg, Young, Franich, Conan, Malich, Kadzik and Payne. Staff: Rob Karlinsey, David Stubchaer, Carol Morris and Molly Towslee.

**Presenters:** Al King and Robert Munchinski, from H.W. Lochner, Inc.

**Call to Order:** 8:43 p.m.

Rob Karlinsey, City Administrator, opened the meeting and introduced the presenters. He explained that this meeting is to review the information and ask questions in order to choose a preferred alternative on November 24<sup>th</sup>.

Mr. King gave a brief overview of the process to do a Level III analysis. He explained that they laid out all the options and rated each.

Mr. King continued with a presentation of what they have prepared summarized in the list below:

- Purpose and Need Statement, required by the Department of Transportation, based on existing conditions and what condition might be by 2032.
- Simulation of what will occur if the city does nothing at this interchange.
- Recap of work to date.
- Level III Goal.
- Level III Study Elements.
- Interim Improvements Overview.
- List of Alternatives on all three levels:
  - SPUI
  - Modified Split Diamond
  - SPUI with 96<sup>th</sup> Ramp and Drop Lane on SR16
- Traffic Operations
- Planning Level Cost
- Economic Review
- Scoring Process
  - Scoring attributes defined
  - Scoring attributes Scale
  - Scoring weights
  - Scoring Results

**Conclusions:** All three options are buildable. The SPUI appears to have the greatest benefit / cost value.

Discussion on Funding:

- Move ahead as reasonable.
- Federal Government is talking about another stimulus package for infrastructures. In order to take advantage of that, the city needs to move forward.
- No funding the legislature in the next couple of sessions.
- Fund by:
  - Hospital Benefit Zone
  - Developers
  - State Funding

Mr. Munchinski presented a simulation on the following and commented on concerns:

- SPUI - Don't anticipate any state improvements on SR16 for the next ten years.
- Split Diamond – Insufficient emergency access.

Rob Karlinsey said that Lochner will come back with a recommendation on the 24<sup>th</sup> of November and ask Council to make a decision. Mayor Hunter and Councilmembers thanked them for their presentation.

**Adjourned:** 9:35 p.m.

**Scribe:** Molly Towslee



**OUTLINE MINUTES**

Budget Workshop:

Court, Admin, Finance, Planning, Police, Marketing

**Date:** November 03, 2008 **Time:** 6:00 p.m. **Location:** Conf. Room A&B **Scribe:** Molly Towslee

**Councilmembers Present:** Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Conan, Franich, Young and Ekberg.

**Staff Present:** Rob Karlinsey, Paul Nelson, Judge Dunn, Mike Davis, Bill Colberg, Dick Bower, David Rodenbach, Lauren Lund, David Stubchaer, Tom Dolan, and Molly Towslee, City Clerk. Several other staff members were present in the audience.

<b>Topic</b>	<b>Discussion</b>	<b>Follow-up (if needed)</b>
Opening Statement	<p>Mayor Hunter read an opening statement about the state of the economy.</p> <p>Rob Karlinsey gave an overview of the efforts to cut the budget before the Sept. 12<sup>th</sup> Budget Update and the further cuts that have been made to address the sudden and continued economic downturn.</p> <p>Staff members went through the budget describing their objectives and goals, and what efforts have been made to cut the budget in their departments.</p>	
Court	<p>Paul Nelson described how the Court function would be maintained without sacrificing public safety after losing one Court Clerk position. He said that without the second clerk, fewer cases will be assigned to collections. He responded that cutting the second clerk could cost the court quite a bit. He gave an overview of the 2009 objectives and answered questions regarding expenditures.</p>	
Administration	<p>Rob Karlinsey gave an overview of the Narrative of Objectives.</p>	<p>Report on the Mainstreet Program before the last reading</p>

Topic	Discussion	Follow-up (if needed)
	<p><u>Comments:</u></p> <ul style="list-style-type: none"> <li>• Focus less on Economic Development and more on core functions.</li> <li>• Reduced the amount for the Skansie Park Feasibility Study from \$20 to \$5000.</li> <li>• Doing the basics at the Skansie Park.</li> <li>• Ask Civic Groups to take on some improvement projects or to donate the funds for the city to do.</li> <li>• Put a portion of the Federal Lobbying Efforts back in. 2009 is the third year of targeting. City might lose funding if some effort isn't continued. Negotiate the State portion down further.</li> <li>• No funding for Boys and Girls Club in 2009.</li> <li>• No citizen survey in 2009. Work towards improvements that came out of the last survey.</li> <li>• Certified Local Government Program: 40% of Special Projects Employee time spent on CLG. 40% spent on grants and parks, and 10% spent on other projects.</li> <li>• CLG was important to Mainstreet program.</li> </ul>	<p>of the Budget Ordinance.</p> <p>Put some federal lobbying back in. Negotiate state down.</p> <p>Work with civic groups for parks projects.</p>
Finance	<p>David Rodenbach gave an overview of the Narrative of Objectives for his department.</p> <p>There was discussion on cutting the Accounts Payable Clerk position and who will take over the duties in her absence.</p>	
Police	<p>Chief Davis discussed the loss of the .5 FTE in 2009 and the offer by the CSO to go half-time. He said that the Courtsmart system will help to offset the decrease in service somewhat, and they will need to backfill the community outreach services that she provides. This may also allow the Court to add back their position.</p> <p>He went through the 2009 Objectives and Capital Outlay for the department.</p>	
Planning	<p>Tom Dolan gave an overview of the 2009 Objectives.</p> <ul style="list-style-type: none"> <li>• Senior Planner will assist in keeping consultant costs down by</li> </ul>	<p>Add PROS Plan to objectives.</p>

Topic	Discussion	Follow-up (if needed)
	<p>working on the Shoreline Plan Update. He stressed the need to move forward on the plan to protect the shoreline.</p> <ul style="list-style-type: none"> <li>• Add a Parks, Recreation and Open Space Plan to be done in-house.</li> <li>• Cuts in staff will effect work products. How much depends upon permit size and volume.</li> <li>• Amendments to Comp Plan and Zoning Code will continue to increase.</li> </ul>	
Building/Fire Safety	<p>Dick Bower discussed the staff reductions in his department: 2 Building Inspectors and 2 receptionists. To address staff cuts, he will take on building inspections and plan review in addition to other projects.</p> <p>He went through the 2009 Narrative of Objectives in this department.</p> <ul style="list-style-type: none"> <li>• Emergency Management will be put on a back-burner due to cuts.</li> <li>• Cancel fire inspection and investigation contracts and perform duties in-house.</li> </ul>	<p>Cancel PCFPD #5 contract for fire inspections. Cancel P.C. Fire Marshal contract for fire investigations.</p>
Adjourn	<p>Because the meeting was running long, Marketing was moved to tomorrow night. Meeting adjourned at 9:15 p.m.</p>	<p>Next meeting tomorrow at 5:30 p.m.</p>

**OUTLINE MINUTES**  
 Budget Workshop:  
 Marketing and Public Works

**Date:** November 04, 2008 **Time:** 6:00 p.m. **Location:** Conf. Room A&B **Scribe:** Molly Towslee

**Councilmembers Present:** Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Conan, Franich, Young and Ekberg.

**Staff Present:** Rob Karlinsey, Paul Nelson, Judge Dunn, Mike Davis, Bill Colberg, Dick Bower, David Rodenbach, Laureen Lund, David Stubchaer, Tom Dolan, and Molly Towslee, City Clerk. Several other staff members were present in the audience.

<b>Topic</b>	<b>Discussion</b>	<b>Follow-up (if needed)</b>
Introduction	Mayor Hunter explained that the plan is to go until 8:00 p.m. and if more time is needed a follow-up meeting would be scheduled.	
Marketing	<p>Laureen Lund said that due to the budget constraints she is proposing to go back to 10% of her salary from the General Fund and the rest from Hotel / Motel Funds. She then went over the Narrative of Objectives for her department.</p> <p>Comments:</p> <ul style="list-style-type: none"> <li>• Any way to measure benefits Tacoma Convention Visitor's Bureau? Measure in 2009.</li> <li>• Sponsorship of Events. Figure in staff time.</li> <li>• Events aren't tourism related so no Lodging Tax Funds to support.</li> <li>• State requirement for an annual report of spending. More scrutiny than before.</li> <li>• With the 90/10 split, what isn't going to be done by Marketing: Promotional advertisement; information dissemination on projects; recognition ceremonies; groundbreaking ceremonies; website;</li> </ul>	

Topic	Discussion	Follow-up (if needed)
	<p>signage; economic development; concert and movie nights.</p> <ul style="list-style-type: none"> <li>• Adding \$30,000 to the LTAC Reserve for a Skansie House Interpretive Center.</li> <li>• LTAC requires 45 day notice to review changes in the budget.</li> <li>• Help fund Eddon Boatyard Restroom project – take to LTAC for discussion.</li> </ul>	
Parks	<p>David Stubchaer began with an overview of the Narrative of Objectives.</p> <ol style="list-style-type: none"> <li>1. Streetscapes. Downsize from \$10,000 to \$2,000.</li> <li>2. Irrigation Upgrades. After discussion, this was eliminated.</li> <li>3. Tree lighting – sponsored.</li> <li>4. Healthy Harbor – sponsored.</li> <li>5. Sign placement and repair – reduce from \$10,000 to \$2,000.</li> <li>6. Holiday decorations – reduce scope and try to find sponsors to offset cost.</li> <li>7. Arts Commission Project Support Program. Proposed to transfer money from Art Capital to General Fund. Several Councilmembers spoke against this idea and suggested cutting back on the grant program instead.</li> <li>8. Concerts in the Park – sponsored.</li> </ol>	
City Buildings	No comments on the Objectives.	
Streets Operating	Pavement Markings are a safety issue – leave at \$50,000.	
Streets Capital	<p>Narrative of Objectives:</p> <ol style="list-style-type: none"> <li>1. Burnham / SR16/Borgen Blvd Corridor Improvements.</li> <li>2. Harborview/Pioneer Intersection and Uddenberg Lane. Meet with the merchants to determine best traffic calming options.</li> <li>3. Donkey Creek Daylighting – leave in as placeholder for grants.</li> <li>4. 38<sup>th</sup> Street sidewalk/bike lane/roadway improvements. After discussion on the scope of this project and possible funding options,</li> </ol>	

Topic	Discussion	Follow-up (if needed)
	<p>suggested to carry forward 2008 appropriation to mid-2009 and reduce amount to \$50,000, and switching the scope of the project to 56<sup>th</sup> to Goodman School.</p> <ol style="list-style-type: none"> <li>5. Street maintenance. Critical to put money into this fund as streets have been neglected.</li> <li>6. Sidewalk gap connection. This is on hold.</li> <li>7. Point Fosdick sidewalk gap. On hold.</li> <li>8. Public parking lot. On hold.</li> </ol>	<p>Add back \$100,000 Create a list of priority roadways.</p>
Parks Development	<p>Narrative of Objectives:</p> <ol style="list-style-type: none"> <li>1. Eddon Boat Park building restoration. Cleanup won't help to fund this project.</li> <li>2. Maritime Pier. No funding in 2009.</li> <li>3. Jerisich Park Dock summer moorage extension. Postponed.</li> </ol>	
Lighthouse Maintenance	No discussion on this item.	
Water Division - Operating	<p>Narrative of Objectives</p> <ol style="list-style-type: none"> <li>1. Backflow device testing and inventory. Reduce from \$10,000 to \$5000.</li> <li>2. Conservation program.</li> <li>3. Newsletter. Look into adding water system performance required by DOE to monthly water bill rather than using the newsletter.</li> </ol>	<p>Reduce amount to \$5000. Add report to water bill.</p>
Wastewater Division – Operating	<p>Narrative of Objectives</p> <ol style="list-style-type: none"> <li>1. Pump station maintenance and repair. Some lift stations 40+ years; can't buy parts. \$75,000 for repairs and rebuild. Bid to replace: \$700,000 to replace smallest one.</li> <li>2. Treatment plant equipment repair and maintenance.</li> <li>3. Receiving water quality study/outfall inspection.</li> <li>4. Line cleaning. Done in-house.</li> <li>5. Mandatory training for operators. Needs to be added to budget.</li> </ol>	<p>Add \$6600 for training.</p>

Topic	Discussion	Follow-up (if needed)
Wastewater Division – Capital	<p>Narrative of Objectives</p> <ol style="list-style-type: none"> <li>1. Odor Control. Reduce from \$50,000 to \$20,000.</li> <li>2. Wastewater Treatment Plant Expansion.</li> <li>3. Lift station Upgrades. Reduce from \$100 to \$75,000.</li> <li>4. Wastewater Outfall Completion. Postponed 2010. Permits have been extended.</li> <li>5. Wastewater Treatment Plant Expansion Phase III. Postponed 2010 or beyond.</li> </ol>	Reduce Budget for #1 and 3.
Stormwater Division – Operating	<p>Narrative of Objectives</p> <ol style="list-style-type: none"> <li>1. NPDES Phase 2. For monitoring, education, lab work, enforcement, inspect erosion control, training, citizen hotline, stormwater manual. Want to get to 60% compliance and implement a systemic program. Staff time should be moved under salaries. Reduce amount from \$100 to \$70,000.</li> <li>2. Stormwater Comprehensive Plan Update.</li> <li>3. Pierce County / City Storm Drain GIS Survey Assistance.</li> </ol>	Reduce Budget.
Water Division - Capital.	<p>Narrative of Objectives.</p> <ol style="list-style-type: none"> <li>1. GH North Well Site (No. 9). If 9 is pursued may delay action on 10. \$110,000 is average perimeter for design. Long lead time.</li> <li>2. Crescent Creek Well (No. 10). Shallow well. \$200,000 is for construction and to bring on-line.</li> <li>3. Reid &amp; Hollycroft Intertie. Design in-house.</li> <li>4. System upgrades. Reduce further from \$58,000 to \$35,000.</li> <li>5. Water rights annual advocate permitting.</li> <li>6. Groundwater recharge preliminary report. Postponed 2010 or beyond.</li> <li>7. Harborview Drive waterline replacement. Postponed 2010 or beyond.</li> <li>8. Stinson Avenue waterline replacement. 40 years old. Priority 2 in water capital.</li> </ol>	Reduce Budget.

Topic	Discussion	Follow-up (if needed)
Utility Rate Increases	<ol style="list-style-type: none"> <li>1. Due to lower than anticipated development, should we increase rates?</li> <li>2. Recommendation to move along projects rather than raise rates.</li> <li>3. Find additional ERUs to allow this to occur by identifying “dead” projects and freeing up the ERUs. 3000 available currently.</li> <li>4. Look at other options to free additional ERUs.</li> </ol>	Find ways to free up ERUs.
How to proceed on Budget	<p>Schedule another follow-up meeting with changes as discussed.</p> <p>Monday, November 17<sup>th</sup> at 5:30 p.m.</p>	<p>E-mail draft of spreadsheet and budget changes.</p> <p>Notice meeting.</p>
Adjourn	Meeting adjourned at 7:22 p.m.	Next meeting Mon. Nov. 17 <sup>th</sup> at 5:30 p.m.



**OUTLINE MINUTES**  
 Budget Workshop:  
 Marketing and Public Works

**Date:** November 17, 2008 **Time:** 5:30 p.m. **Location:** Council Chambers **Scribe:** Molly Towslee

**Councilmembers Present:** Mayor Hunter, Councilmembers Kadzik, Payne, Malich, Conan, Franich, Young and Ekberg.

**Staff Present:** Rob Karlinsey, Paul Nelson, Judge Dunn, Mike Davis, Bill Colberg, Dick Bower, David Rodenbach, Lauren Lund, David Stubchaer, Tom Dolan, and Molly Towslee, City Clerk. Several other staff members were present in the audience.

<b>Topic</b>	<b>Discussion</b>	<b>Follow-up (if needed)</b>
Introduction	Mayor Hunter said that handouts were given to Council and staff with revised numbers.  Rob Karlinsey said that this amended budget is the result of weeks of hard work.	
Budget Overview	<ul style="list-style-type: none"> <li>• Reductions were found throughout the budget including training, overtime, equipment, flower baskets, etc.</li> <li>• Preliminary 2009 ending balance just shy of 1.2 million.</li> <li>• Revenue picture hasn't changed.</li> <li>• Because of healthier ending fund balance Council has options:                             <ul style="list-style-type: none"> <li>○ Leave balance alone in case things get worse.</li> <li>○ Revenues are pessimistically realistic so it may be safe to add things back. Recommendations to add back below.</li> </ul> </li> </ul>	

Topic	Discussion	Follow-up (if needed)
Recommendation to add back in to budget	<ol style="list-style-type: none"> <li>1. Federal Lobbying. Commit to first half of 2009.</li> <li>2. Street Rehab. Chip seal, slurry, overlay.</li> <li>3. Civic Center Debt Reserve.</li> <li>4. BB16 – IJR Process. Combination of in-house and technical experts to continue in the process.</li> <li>5. Employee positions. Add back all but three (Planner and two Building Inspectors.) Four positions remain at ½ time.</li> </ol>	<p>Add \$35,000            Add \$100,000            Add \$100,000            Add \$100,000</p>
General Fund Balance	<p>Where does add-ins leave GF Balance? \$839,000.            Cuts spread across all funds in order to protect the GH balance.</p>	
Budget Discussion	<ol style="list-style-type: none"> <li>1. Receptionist salary allocation to other funds.</li> <li>2. Possible effect on credit rating due to the reduction of the ending fund balance.</li> <li>3. Adding lobbying back in for ½ year makes sense.</li> <li>4. Take home police cars. Most officers live local. Saves time to get in service.</li> <li>5. Reduction of overtime. Manage this in all departments.</li> <li>6. Civic Center Debt Reserve. June 2011. Doesn't pay off to restructure payoff at this time.</li> <li>7. Street overlays vs. deferred cost. City hasn't done deferred maintenance evaluation. Not a huge difference for 1-2 years. Grandview needs reconstructed.</li> <li>8. Cost of Living Increase for employees. Effective January 1<sup>st</sup>. Police have 6.2% in contract. Rob negotiating 5% for other employees.</li> <li>9. Parks: Skansie Net Shed and KLM Veterans Park were added back into budget – carry over from 2008.</li> <li>10. Sponsored events. Laureen Lund clarified the sponsorship.</li> <li>11. BB16 – IJR. Smart to keep in to continue in the process. Some work can be done in-house. Lochner contract at-will contractor.</li> <li>12. 2009 Bonuses.               <ul style="list-style-type: none"> <li>• Budget assumes a 5% merit increase and COLA for a total of</li> </ul> </li> </ol>	<p>Check on GTH contract.</p> <p>Have Bond Counsel come in to discuss.</p> <p>Do analysis of roads and take list to Ops Committee.</p>

Topic	Discussion	Follow-up (if needed)
	<p>10% to salaries.</p> <ul style="list-style-type: none"> <li>• Increase spread throughout the year due to evaluation dates.</li> </ul> <p>Rob explained the merit/bonus system in place since 1990.</p> <ul style="list-style-type: none"> <li>• Typical of other jurisdictions.</li> <li>• Rewards performance – great incentive.</li> <li>• Encourages money-saving ideas.</li> <li>• Not automatic.</li> <li>• This is a high performing organization.</li> <li>• Alternative is longevity pay or step-system which doesn't reward good work.</li> <li>• Bonuses are to keep and maintain quality employees.</li> </ul> <p>Pool for cost-cutting / savings program. Is it legal?</p> <ul style="list-style-type: none"> <li>• State has such a program.</li> <li>• Caution: state had no cap and employees qualified for \$75,000 bonuses.</li> </ul> <p>Use fixed amount rather than percentage for merit increase/bonuses.</p> <ul style="list-style-type: none"> <li>• Easier to manage and could prevent layoffs.</li> <li>• This would have to be negotiated with guild.</li> <li>• People value the benefit and city would lose good employees.</li> </ul> <p>Budget tight – eliminate the bonuses / increases? There is still work to be done and we need good employees to do that work.</p> <p>Private sector lucky to see 3-4% increases, but the salaries are higher.</p> <ul style="list-style-type: none"> <li>• It would cost more to cut or change the current system.</li> <li>• Duty is on the supervisor to justify increase.</li> </ul> <p>PERS Retirement based on employees' highest years of compensation.</p>	

Topic	Discussion	Follow-up (if needed)
	Everyone agreed that the employees come to work expecting to work hard every day.	
Consensus	Changes discussed to be incorporated into Budget for First Reading of the Ordinance if Council concedes to the recommendations discussed.  All Councilmembers agreed to the recommendations.	Make changes and bring for 1 <sup>st</sup> Reading and Public Hearing.
Employee Layoffs / reinstatements	Rob to let employees who positions were re-instated know tomorrow.	Follow up with employees.
Other discussion	Councilmembers requested a list of consultants for 2008 compared to 2009.	Forward comparison list.
Adjourn	Meeting adjourned at 7:00 p.m.	.

City of Gig Harbor  
Community Development Dept.  
3510 Grandview St.  
Gig Harbor, WA 98335

# Memo

To: Mayor Hunter and City Council Members  
From: Dick J. Bower, CBO – Building/Fire Safety Director  
CC: Rob Karlinsey  
Date: 12.02.08  
Re: Building and Fire Safety Report for the month of November 2008

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:
- Participated in statewide Apprenticeship Program development meetings.
- Attended W. WA Chapter – ICC meeting.
- Participated in meetings related to budget shortfalls.
- Attended multiple budget meetings
- Attended City Attorney candidate selection process.
- Hosted regional Multi-Agency Coordination Committee meeting.
- Participated in PC Local Interagency Networking Quorum
- Performed final inspections and issued a CO for Gig Harbor Retirement Residences
- Participated in GHN Traffic Options meeting
- Met with applicants for Safeway site redevelopment and 7 Seas Brewing Co. project
- Completed review of Eddon Boat Rehabilitation Project permits
- Met with Quadrant Homes reps to discuss issues affecting their development
- Provided comments on 4 planning and 2 engineering permits

**New Permit Applications**

New Commercial -	6
New Residential -	5
Remodel / TI -	3
Other -	48
<hr/>	
Total -	62

**Large Projects Reviewed and Awaiting Revisions:**

Bayview Building	Town Plaza Fire Protection
Highlands at the Harbor	CGH Wastewater Treatment Plant Expansion
Jordan Warehouse	

**Major Plan Reviews Completed:**

Eddon Boat Shop and House Rehab/Restroom project

**Permits Issued:**

Commercial –	2
Residential -	2
Remodel/TI -	1
Other -	28
Total Issued -	33

**Permits-By-Appointment:** 12

**Inspections:**

The following inspections were performed:

Periodic inspections -	144
Final Inspections -	42
Certificate of Occupancy -	9
Total -	195

**Enforcement:**

The following enforcement actions were taken:

Investigations -	2
Stop work orders issued -	1
Citations issued -	
Civil NOV's issued -	2
Total -	5

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

**Business License Inspections:**

**Training:**

- Attended Simpson Strong-Tie code update training
- Participated in DOE Haz-mat and containment training



# FEMA

November 24, 2008

Mr. Steven C. Bailey, Director  
Pierce County Department of Emergency Management  
2501 South 35th Street  
Tacoma, Washington 98409-7405

Dear Mr. Bailey:

The U.S. Department of Homeland Security's Federal Emergency Management Agency (FEMA) has approved the **Region 5 Hazard Mitigation Plan** as a multi-jurisdictional local plan as outlined in 44 CFR Part 201. With approval of this plan, the following entities are now eligible to apply for the Robert T. Stafford Disaster Relief and Emergency Assistance Act's hazard mitigation project grants and Flood Mitigation Assistance project grants through November 24, 2013:

Cities and Towns:	Fire Districts:	School Districts:	Utilities:
City of Buckley	Lakewood Fire Department (PCFD #2)	Carbonado SD	Clear Lake Water District
City of Dupont	PCFD #8	Dieringer SD	Lakewood Water District
City of Edgewood	PCFD #23	Fife SD	Mt. View-Edgewood Water Company
City of Fircrest			
City of Gig Harbor			
Town of Eatonville			
Town of South Prairie			
Town of Wilkeson			

The plan's approval provides the above jurisdictions eligibility to apply for hazard mitigation projects through your State. All requests for funding will be evaluated individually according to the specific eligibility and other requirements of the particular program under which the application is submitted. For example, a specific mitigation activity or project identified in the plan may not meet the eligibility requirements for FEMA funding, and even eligible mitigation activities are not automatically approved for FEMA funding under any of the aforementioned programs.

Over the next five years, we encourage your communities to follow the plan's schedule for monitoring and updating the plan, and to develop further mitigation actions. The plan must be

Mr. Steven C. Bailey, Director  
November 24, 2008  
Page 2

reviewed, revised as appropriate, and resubmitted for approval within five years in order to continue project grant eligibility.

If you have questions regarding your plan's approval or FEMA's mitigation grant programs, please contact our State counterpart, Washington Emergency Management Division, which coordinates and administers these efforts for local entities.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Carey", written in a cursive style.

for Mark Carey, Director  
Mitigation Division

cc: Mark Stewart, Washington Emergency Management Division

Enclosure

KM:bb





**Meeting Minutes  
Intergovernmental Affairs Committee  
August 11, 2008**

In attendance:

Councilmember Payne  
Councilmember Conan  
City Administrator Karlinsey  
Tim Schellberg, GTH-GA  
Briahna Taylor, GTH-GA  
Dale Learn, GTH-GA via teleconference

The meeting convened at 4:35 p.m.

On the telephone with Dale Learn, the committee discussed strategy for Federal earmark requests in 2009. Dale advised there is no funding for non-construction projects, and no interest in funding projects not yet begun. Any funding for fiscal year 2010 and beyond will be election dependent.

When asked how to make the most of Patty Murray's visit on 8/13/08, Dale recommended having detailed information showing what has been applied for and what the City would like assistance for, whether from her office or Norm Dicks'. Demonstrate to Senator Murray that the interchange project will benefit a new regional hospital as well as the entire region; be positive.

For State funding, Tim Schellberg recommended refining our financial requests related to the sewer outfall extension. It was suggested that we ask for an additional \$2.5M. Karlinsey indicated that the necessary capital budget funds should be available.

Brihana Taylor is working with Carol Morris on the Shoreline Moratoria and Land Use Control bills; both need clarification.

Karlinsey indicated that \$3.8M of the \$5M CERB grant will be spent before year end

Intergovernmental Affairs Committee

August 11, 2008

Page 2 of 2

and plan to go out to bid on the final phase January 2009.

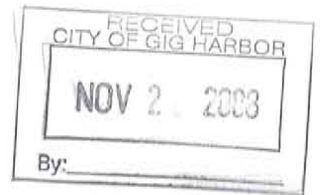
GTH-GA continues to monitor AWC topics and Brihana indicated that City interests align with AWC's; if there are topics of special interest to Gig Harbor, let her know.

The meeting adjourned at 5:40 p.m.



**HARBOR HISTORY MUSEUM**

**Consent Agenda - 2h**



A NEW PLACE IN TIME

November 24, 2008

Mayor Chuck Hunter  
Gig Harbor City Council  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor and Council members,

Last month, the Harbor History Museum received the generous assistance of four city employees: Darrell Winans, Chuck Roy, Jim Landon, and Shane Colglazier. These four employees from the Wastewater Treatment Plant were instrumental in helping the Harbor History Museum relocate the historic Atlas Diesel Engine from its location at the old museum to the new museum site.

Their generous assistance after work hours saved the museum hundreds of dollars in equipment rental. In addition, Darrell, Chuck, Jim, and Shane provided the needed experience of moving a large object, which made for a safe and secure move.

These city employees safely moved an historic piece of the museum's collection – an item that represents the heritage of Gig Harbor's boat building and commercial fishing industries. We commend these city workers and hope you will, too.

Sincerely,

Victoria Blackwell  
Curator, Exhibits & Collections

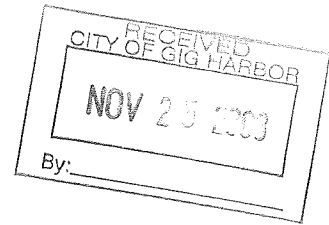
Cc: Darrell Winans, City of Gig Harbor Wastewater Treatment Plant

PO BOX 744

GIG HARBOR WA 98335

TELEPHONE: 253.858.6722

WEB: www.gigharbormuseum.org



November 24, 2008

Chief Mike Davis  
Gig Harbor Police Department  
3510 Grandview Street  
Gig Harbor, WA 98335

Reference Pierce County Sheriff's case #083131143

Chief Davis and staff:

Dear Chief Davis.

On Friday, November 8<sup>th</sup>, 2008, at approximately 1930 hours, your officers responded to an incident that occurred in the Canterwood community, in the unincorporated area of Gig Harbor. The response by your officers was not only exceptionally prompt, but their subsequent actions were professional and efficient.

The Canterwood community would like to thank you and your officers, and the City of Gig Harbor for responding so rapidly to the incident. It was most refreshing to experience a law enforcement response by trained professionals, and it was deeply appreciated.

Again thanks,

Dennis Loewe  
President, Canterwood Homeowners Board of Directors

Copy to Mayor Chuck Hunter



**Subject: APPOINTMENT TO PARKS COMMISSION**

**Proposed Council Action:**

A motion for the appointment of Emily Cross to serve the remainder of the vacant term on the Parks Commission that expires March 31, 2010.

**Dept. Origin:** Administration

**Prepared by:** Boards/Commission Review Committee

**For Agenda of:** Dec. 8, 2008

**Exhibits:** Application Package

Initial & Date

**Concurred by Mayor:**

*CLH 11/26/08*

**Approved by City Administrator:**

*ROK 11/25/08*

**Approved as to form by City Atty:**

**Approved by Finance Director:**

*OR 11/25/08*

**Approved by Department Head:**

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

**INFORMATION / BACKGROUND**

Robin Dupuis has resigned her appointment to the Parks Commission. Councilmembers Kadzik, Payne, and Ekberg reviewed the letters of interest and applications of two candidates; Bruce Gair and Emily Cross.

**FISCAL CONSIDERATION**

N/A

**BOARD OR COMMITTEE RECOMMENDATION**

The following recommendation came from the review process.

**RECOMMENDATION / MOTION**

**Move to:** A motion for the appointment of Emily Cross to serve the remainder of the vacant term on the Parks Commission that expires on March 31, 2010.

Emily Cross  
4114 102<sup>nd</sup> Street Ct NW  
Gig Harbor, WA 98332  
(253) 853-4801  
ekathryncross@yahoo.com

November 19, 2008

Chuck Hunter, Mayor  
3510 Grandview Street  
Gig Harbor, WA 98335

Attn: Terri Reed

Subject: Gig Harbor Parks Commission Position

Dear Mayor Hunter:  
Michael Perrow suggested that I contact you regarding the open parks commission position with the city of Gig Harbor. My educational background in primary education, along with my desire to improve our parks, makes me an excellent candidate for this position.

As a resident of Gig Harbor, and mother of two young boys, I have spent many hours enjoying the wonderful parks that our city has to offer. My family is so grateful to have so many amazing spaces to visit.

The more our city continues to grow and develop, the more important our parks and open spaces are for our quality of life. I care very deeply about preserving our parks and open spaces. I absolutely want to get involved with the parks commission, and do my part to make sure these beautiful spaces are well nurtured, so that my children and others can enjoy them long into the future.

Sincerely,

A handwritten signature in cursive script, appearing to read "Emily Cross", followed by a long horizontal line extending to the right.

Emily Cross



# Application for City of Gig Harbor Commissions, Boards or Committees

(Additional information and/or a resume may be submitted with this application)

Name Emily Cross  
 Physical Address 4114 102<sup>nd</sup> Street Ct NW Phone (253) 853-4801  
 Mailing Address 4114 102<sup>nd</sup> Street Ct NW  
 City Gig Harbor State WA Zip Code 98332

How long have you resided in Gig Harbor? 5 years  
 Are you a resident of the City Limits? Yes  No  How long? 5 years

What is your interest/objective in serving on this Board or Commission? I understand how incredibly important our parks and open spaces are in this time of widespread development.

What is your educational background? I have a teaching degree (K-8) from the University of Washington and a Bachelor's degree from the University of Colorado in Anthropology.

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?  
I do not have other civic obligations and/or memberships in professional organizations.

What previous experience do you have serving on a board, committee or commission?  
I do not have any previous experience, but I hope this position will be the first of many to come.

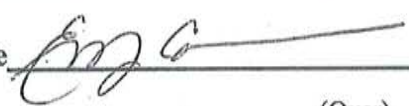
Where are you currently employed (job title, employer, dates, supervisor, phone)?  
I am currently a stay-at-home mom, which gives me many opportunities to enjoy our many wonderful parks.

**Boards, Committees and Commissions Interest**

Please indicate which Boards, Committees or Commissions you would be interested in serving on.

- Arts Commission
- Building Code Advisory Board
- Design Review Board
- Lodging Tax Advisory Board
- Parks Commission
- Planning Commission
- Volunteer \_\_\_\_\_

Please return completed application to:  
 City of Gig Harbor  
 3510 Grandview Street  
 Gig Harbor, WA 98335

Applicant Signature  Date 11.19.08  
 (Over)

REFERENCES (Please list a minimum of three (3) references).

Consent Agenda - 3

Name	Address	Business	Phone Number
Michael Perrow	P.O. Box 1266 Big Harbor, WA 98335		851-7747
David Freeman	7282 Stinson Ave. Suite B Big Harbor, WA 98335	SFA Snodgrass Freeman Associates	851-8383
Shelley Cross	15363 41st Ave NW Big Harbor, WA 98332	Purdy Elementary School	857-2982

In the additional space provided below, please restate the question from the reverse side and state your response.

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NOV 19 2008

CITY OF GIG HARBOR

10:20 AM LCP



## Gig Harbor Parks Commission Position

The City of Gig Harbor is looking for citizens interested in serving on the Gig Harbor Parks Commission. The position is strictly voluntary and members selected shall serve a three-year term without salary or other compensation. Commissioners will be selected from the Gig Harbor community at large and shall be a resident of the city of Gig Harbor at the time of appointment and throughout his/her time in office. Persons interested in serving for a three-year term should submit a letter of interest and application form (attached) to the Mayor, Attn: Terri Reed, City of Gig Harbor, 3510 Grandview Street, Gig Harbor 98335, no later than 4:30 p.m. on Wednesday, November 19, 2008.

Parks Commission members shall be appointed upon the basis of demonstrated interest, knowledge and support of parks. The position is strictly voluntary. Members selected shall serve a three-year term without salary or other compensation. Commissioners will be selected from the Gig Harbor community at large. Commission members shall be a resident of the city of Gig Harbor at the time of appointment and throughout his/her time in office.

The mission of the Gig Harbor Parks Commission is to preserve, protect and improve our parks and to foster appreciation for the parks' many contributions to the quality of urban life and to promote increased public/private commitment to our historic system of parks and open spaces.

The purpose of the Parks Commission is to advise the Mayor and City Council on park and recreation facilities, open space acquisition and development, maintenance and operation of parks and recreation public facilities, operation of parks and recreation programs, and other matters as directed by the City Council. The Commission meets regularly on the first Monday of the month at 5:30 p.m. at the Civic Center.

For more information please contact Terri Reed at (253) 853-7640.



# Application for City of Gig Harbor Commissions, Boards or Committees

Consent Agenda 13  
MAR 11 2008  
BY: \_\_\_\_\_

(Additional information and/or a resume may be submitted with this application)

Name **Bruce Gair 9301 N. Harborview  
DR Gig Harbor WA 98332 858 8004**

How long have you resided in Gig Harbor? **18 yrs**

Are you a resident of the City Limits? **Yes**

How long? **19yrs**

What is your interest/objective in serving on this Board or Commission?

**I have a long time relationship in city government and affairs. Many prior items as shown below, and I basically rewrote most of the present Parks Manual**

What is your educational background?

**I Have a BS in Marine Engineering, US Naval Academy, A BS in Electrical Engineering, USN Postgraduate School, Monterey and a Masters in Aero and Astro from MIT**

Do you have other civic obligations and/or memberships in professional organizations (please list office held, duties, and term of office)?

**Lions Club Board member**

What previous experience do you have serving on a board, committee or commission?

**Blanching Commission Parks Committee Wilkinson Committee (8+ years)**  
(Vice Chair)

Where are you currently employed Job title, employer, dates, supervisor, phone)?

**Self Employed Consultant and Business Owner,,THE KEEPING ROOM &Ark Royal Sciences**

Boards, Committees and Commissions Interest

Please indicate which Boards, Committees or Commissions you would be interested in serving on.

**PARKS COMMISSION**

**My References are Messers Hunter, Kadzik, Conan, Payne ,Etc**

Please return completed application to:

City of Gig Harbor 3510 Grandview Street Gig Harbor (I Had to do some editing, Sorry)

Applicant Signature

*Bruce Gair*

Date

*3/10/08*

Temporary Address: *7400 Stinson*

*GA 98335*

*# 208*

In the additional space provided below, please restate the question from the reverse side and state your response. We have a long-term love affair with this town... Whether I am successful in this request or not will not diminish that affection.



**Subject:** Resolution Amending Meeting Times for the Planning Commission and Design Review Board

**Proposed Council Action:** Adopt the attached resolution

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** December 8, 2008

**Exhibits:**

Initial & Date

**Concurred by Mayor:**

CLH 11/25/08

**Approved by City Administrator:**

PAK 11/25/08

**Approved as to form by City Atty:**

**Approved by Finance Director:**

SP 11/25/08

**Approved by Department Head:**

FD 11/25/08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

The Planning Department is requesting that the meeting start times of the Planning Commission and Design Review Board change from 6:00 p.m. to 5:00 p.m. This will allow the Planning Department to reduce staff overtime and still allow for evening meetings. The members of both the Planning Commission and Design Review Board are in support of this change.

**ENVIRONMENTAL ANALYSIS**

The City's SEPA Responsible Official has determined that this action is exempt from SEPA.

**FISCAL CONSIDERATION**

This action will reduce the Planning Department's overtime needs.

**BOARD OR COMMITTEE RECOMMENDATION**

The members of both the Planning Commission and Design Review Board are in support of this change.

**RECOMMENDATION / MOTION**

Adopt the attached resolution

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE MEETING DATES OF CERTAIN CITY COUNCIL COMMITTEES, PLANNING COMMISSION, DESIGN REVIEW BOARD, ARTS COMMISSION, LODGING TAX ADVISORY BOARD, AND PARKS COMMISSION.**

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WHEREAS, the Council desires to amend the meeting dates and times of certain council committees, boards and commissions, Now, therefore

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

Section 1. The Council Committees, Planning Commission, Design Review Board, Arts Commission, Lodging Tax Advisory Board and Parks Commission may meet more frequently than the dates established below. Notice of the meetings of each body shall be posted, with the preliminary agenda of the body according to the procedures and in the places described in Resolution No. 713. Regular meeting dates of each body are established as follows:

A. Council Committees. The Council Committees established under GHMC Chapter 2.51.010 shall have the following meeting dates:

1. Finance and Safety: quarterly on the third Monday of the months of March, June, September, and December at 4:00 p.m.;
2. Operations and Public Projects: Third Thursday of the month at 3:00 p.m.
3. Planning and Building: First Monday of the month at 5:00 p.m.
4. Intergovernmental Affairs: Second Monday of the month at 4:30 p.m.;
5. Board and Commission candidate review: Fourth Monday of the month at 4:30 p.m.

B. Planning Commission. The Planning Commission established under GHMC chapter 2.20 shall meet on the first and third Thursdays of the month at ~~6:00 p.m.~~ 5:00 p.m.

C. Design Review Board. The Design Review Board established under GHMC chapter 2.21 shall meet on the second and fourth Thursdays of the month at ~~6:00 p.m.~~ 5:00 p.m.

D. Arts Commission. The Arts Commission established under GHMC chapter 2.49 shall meet on the second Tuesday of the month at 7:00 p.m.

E. Lodging Tax Advisory Board. The Lodging Tax Advisory Board established under Resolution No. 509 shall meet every other month on the first Thursday of the month at 8:30 a.m.

F. Parks Commission. The Parks Commission established under GHMC chapter 2.50 shall meet on the first Wednesday of the month at 5:30 p.m.

RESOLVED by the City Council this \_\_\_\_ day of \_\_\_\_\_, 2008.

APPROVED:

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

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

Files with the City Clerk:  
Passed by the City Council:  
Resolution No.:



Subject: Master Fee Resolution

Dept. Origin: Finance

Proposed Council Action:

Prepared by: David Rodenbach

Adopt resolution amending fees for Community Development land use applications, building permits and engineering fees

For Agenda of: December 8, 2008

Exhibits: Resolution

Initial & Date

Concurred by Mayor:

Handwritten initials and date: CRH 11/25

Approved by City Administrator:

Handwritten initials and date: DRK 11/25

Approved as to form by City Atty:

Approved by Finance Director:

Handwritten initials and date: CR 11/25/08

Approved by Department Head:

Blank line for signature

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

This resolution is the annual December update to the master fee resolution. The resolution was last updated in December 2007.

The resolution has one new fee which is the provision for reimbursement of Hearing Examiner fees. The fees included in the resolution are land use development (engineering and planning) and building permit fees.

FISCAL CONSIDERATION

We are proposing a 5.0% cost-of-living fee adjustment, which is line with the cost of living adjustment offered to city employees. The June 2008 bi-monthly consumer price index (CPI-W) for Seattle-Tacoma-Bremerton was 6.2.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Pass resolution amending fees for Community Development land use applications, Building permits and Engineering fees.

**RESOLUTION NO. 777**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH ESTABLISHES FEES FOR COMMUNITY DEVELOPMENT LAND USE APPLICATIONS AND PERMITS; BUILDING PERMIT FEES; AND ENGINEERING FEES; REPEALING RESOLUTION NO. 735 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.**

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**WHEREAS**, the City of Gig Harbor has established land use, engineering and other community development fees by Resolution; and,

**WHEREAS**, the Gig Harbor City Council has requested that the Community Development Department evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and,

**WHEREAS**, the last update occurred in December 2007 in Resolution No. 735; and,

**WHEREAS**, the city's costs have increased throughout 2008; and,

**WHEREAS**, the revised fee schedule provides a five percent cost of living adjustment to existing fees, and reflects the City's increased costs relating to the processing of applications, inspecting and reviewing plans, or preparing detailed statements pursuant to chapter 43.21C RCW; and,

**WHEREAS**, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable application fees.

**NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY AMENDS THE COMMUNITY DEVELOPMENT FEES FOR 2009 AND ESTABLISHES THE FEE SCHEDULE AS PER THE ATTACHED EXHIBIT "A".**

APPROVED:

\_\_\_\_\_  
Charles L. Hunter, Mayor

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

Filed with City Clerk: 12/1/08  
Passed by City Council: 12/8/08  
Resolution No. 777

Exhibit "A"

CITY OF GIG HARBOR  
COMMUNITY DEVELOPMENT  
FEE SCHEDULE

**A. LAND USE PERMIT APPLICATION FEES**

When a development proposal involves two or more permits listed in 3 through 15 below being processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, third party review fees and the fees listed in 16 through 24 below are not subject to the 50% reduction.

<b>1) Amendment to Comprehensive Plan</b>	
Map Amendment	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Urban Growth Area Adjustment	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Text Amendment	\$ <del>1,033.00</del> <u>\$1,084.65</u>
<b>2) Amendments to Zoning Code</b>	
Zoning District Boundary	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Text	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Height Restriction Area Amendment	\$ <del>1,033.00</del> <u>\$1,084.65</u>
<b>3) Conditional Use Permit</b>	
Single-family / Accessory Dwelling Unit	\$ <del>516.50</del> <u>\$542.33</u>
Existing Nonresidential / Multiple-family Dev.	\$ <del>1,033.00</del> <u>\$1,084.65</u>
New Nonresidential / Multiple-family Dev.	\$ <del>3,099.00</del> <u>\$3,253.95</u>
<b>4) Variance</b>	
Single Family	\$ <del>516.50</del> <u>\$542.33</u>
Non-Single Family	\$ <del>1,033.00</del> <u>\$ 1,084.65</u>
Administrative Variance	\$ <del>258.25</del> <u>\$271.16</u>
Interpretation	\$ <del>516.50</del> <u>\$542.33</u>
<b>5) Site Plan Review</b>	
Site Plan Review	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Site Plan Review – Engineering	\$ <del>1,497.85</del> <u>\$1,572.74</u>
Major Site Plan Amendment	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Major Site Plan Amendment - Engineering	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Minor Site Plan Amendment	\$ <del>516.50</del> <u>\$542.33</u>
Minor Site Plan Amendment - Engineering	\$ <del>413.20</del> <u>\$433.86</u>
Modification to approved landscape/parking plans	\$ <del>258.25</del> <u>\$271.16</u>
Alternative Landscape Plan	\$ <del>516.50</del> <u>\$542.33</u>
<b>6) Planned Residential District (PRD)</b> (Exclusive of Subdivision fees)	
Preliminary PRD	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Final PRD	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Major PRD Amendment	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Minor PRD Amendment	\$ <del>516.50</del> <u>\$542.33</u>



<b>7) Planned Unit Development (PUD)</b> (Exclusive of subdivision fees)	
Preliminary PUD	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Final PUD	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Major PUD Amendment	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Minor PUD Amendment	\$ <del>516.50</del> <u>\$542.33</u>
<b>8) Performance Based Height Exception</b>	\$ <del>1,033.00</del> <u>\$1,084.65</u>
<b>9) Transfer of Density Credit Request</b>	\$ <del>516.50</del> <u>\$542.33</u>
<b>10) Subdivisions</b>	
Preliminary Plat	\$ <del>3,099.00 + 51.65/lot</del> <u>\$3,253.95 + 54.23/lot</u>
Preliminary Plat - Engineering	\$ <del>1,962.70</del> <u>\$2,060.84</u>
Final Plat	\$ <del>1,033.00 + 51.65/lot</del> <u>\$1,084.65 + 54.23/lot</u>
Final Plat - Engineering	\$ <del>1,549.50</del> <u>\$1,626.98</u>
Replats	\$ <del>3,099.00 + 51.65/lot</del> <u>\$3,253.95 + 54.23/lot</u>
Plat Alterations/Vacation/Amendments	\$ <del>1,033.00</del> <u>\$1,084.65</u>
<b>11) Short Subdivisions</b>	
Summary Action	\$ <del>1,549.50</del> <u>\$1,626.98</u>
Plat Amendment	\$ <del>516.50</del> <u>\$542.33</u>
Summary Action - Engineering	\$ <del>516.50</del> <u>\$542.33</u>
Boundary Line Adjustment	\$ <del>516.50</del> <u>\$542.33</u>
Boundary Line Adjustment - Engineering	\$ <del>103.30</del> <u>\$108.47</u>
<b>12) Binding Site Plans</b>	
Binding Site Plan	\$ <del>1,549.50</del> <u>\$1,626.98</u>
Binding Site Plan - Engineering	\$ <del>1,497.85</del> <u>\$1,572.74</u>
Amendments/Modifications/Vacations	\$ <del>516.50</del> <u>\$542.33</u>
<b>13) Shoreline Management Permits</b> Substantial Development (based upon actual costs or fair market value, whichever is higher)	
< \$10,000	\$ <del>1,033.00</del> <u>\$1,084.65</u>
> \$10,000 < \$100,000	\$ <del>2,066.00</del> <u>\$2,169.30</u>
> \$100,000 < \$500,000	\$ <del>3,099.00</del> <u>\$3,253.95</u>
> \$500,000 < \$1,000,000	\$ <del>5,165.00</del> <u>\$5,423.25</u>
> \$1,000,000	\$ <del>7,747.50</del> <u>\$8,134.88</u>
Variance (w/o SDP)	\$ <del>1,033.00</del> <u>\$1,084.65</u>
Variance with SDP	\$ <del>516.50</del> <u>\$542.33</u>
Conditional Use (w/o SDP)	\$ <del>3,099.00</del> <u>\$3,253.95</u>
Conditional Use with SDP	\$ <del>1,549.50</del> <u>\$1,626.98</u>
Revision	\$ <del>516.50</del> <u>\$542.33</u>
Request for Exemption	\$ <del>103.30</del> <u>\$108.47</u>
<b>14) Communications Facilities Application Review</b>	
General Application Review	\$ <del>516.50</del> <u>\$542.33</u>

Special Exception	\$ <del>516.50</del>	\$542.33
Conditional Use	\$ <del>3,099.00</del>	\$3,253.95

**15) Wetlands/Critical Areas Analysis**

a) City staff review:		
Steep Slopes/Erosion Hazard/Landslide Hazard	\$ <del>516.50</del>	\$542.33
Critical Habitat/Streams	\$ <del>516.50</del>	\$542.33
Aquifer Recharge Hydrogeologic Report	\$ <del>516.50</del>	\$542.33
Wetlands Preliminary Site Investigation	\$ <del>516.50</del>	\$542.33
Wetlands Report Review	\$ <del>516.50</del>	\$542.33
Reasonable Use Permit	\$ <del>1,549.50</del>	\$1,626.98
Flood Plain Development Permit	\$ <del>516.50</del>	\$542.33

b) Third Party review:		
Critical areas analysis report	Actual Cost	
Critical areas mitigation/monitoring report	Actual Cost	

**16) Design Review**

a) Administrative Approval/DRB Recommendation/Exceptions:		
Up to 10,000 sq. ft. nonresidential floor area (NRFA)	\$ <del>77.48</del> /each 1,000 sq. ft.	\$81.35
10,001-20,000 sq. ft. NRFA	\$ <del>103.30</del> /each 1,000 sq. ft.	\$108.47
>20,000 sq. ft. NRFA	\$ <del>129.13</del> /each 1,000 sq. ft.	\$135.59
Multifamily (3 or more attached dwelling units)	\$ <del>206.60</del> per building +	\$216.93
	\$ <del>25.63</del> /dwelling unit	\$26.91
Subdivision	\$ <del>516.50</del>	\$542.33
Site plan without NRFA	\$ <del>516.50</del>	\$542.33
Single-family/duplex dwelling	\$ <del>77.48</del>	\$81.35
b) Administrative Review of Alternative Designs:		
Single-family/duplex dwelling	\$ <del>258.25</del>	\$271.16
Tenant Improvement	\$ <del>516.50</del>	\$542.33
c) Amendments to approved plans:		
Minor Adjustment to Hearing Examiner Decisions	\$ <del>516.50</del>	\$542.33
All other amendments to approved plans	50% of fees required by 16a above	

**17) Sign Permits**

All signs less than 25 sq. ft.	\$ <del>41.32</del>	\$43.39
Change of Sign, all sizes	\$ <del>41.32</del>	\$43.39
Request for Variance	\$ <del>516.50</del>	\$542.33
Projecting	\$ <del>72.31</del>	\$75.93
Wall Sign, non-illuminated:		
25-50 sq. ft.	\$ <del>72.31</del>	\$75.93
51-99 sq. ft.	\$ <del>92.97</del>	\$97.62
>100 sq. ft.	\$ <del>113.63</del>	\$119.31
Wall Sign, illuminated:		
25-50 sq. ft.	\$ <del>82.64</del>	\$86.77
51-99 sq. ft.	\$ <del>103.30</del>	\$108.47
>100 sq. ft.	\$ <del>123.96</del>	\$130.16
Ground Sign, non-illuminated:		
25-50 sq. ft.	\$ <del>103.30</del>	\$108.47

51-100 sq. ft.	\$ <del>123.96</del>	\$130.16
Ground Sign, illuminated:		
25-50 sq. ft.	\$ <del>123.96</del>	\$130.16
51 -100 sq. ft.	\$ <del>144.62</del>	\$151.85
Master Sign Plan Review (per Building)		
1 - 5 Tenants	\$ <del>103.30</del>	\$108.47
6 - 12 Tenants	\$ <del>154.95</del>	\$162.70
13+ Tenants	\$ <del>206.60</del>	\$216.93
<b>18) Development Agreements</b>	\$ <del>516.50</del> + City Attorney fees	\$542.33
<b>19) Special Use Permit</b>	\$ <del>51.65</del>	\$54.23
<b>20) Temporary Use Permit</b>	\$ <del>51.65</del>	\$54.23
<b>21) Land Clearing Permit</b>	\$ <del>258.25</del>	\$271.16
<b>22) Change of non-conforming use</b>	\$ <del>1,033.00</del>	\$1,084.65
<b>23) Historic Preservation</b>		
Local Register Nomination/Removal	\$ <del>103.30</del>	\$108.47
Certificate of Appropriateness/Waiver	\$ <del>103.30</del>	\$108.47
Special Property Tax Valuation	\$ <del>103.30</del>	\$108.47
<b>24) Appeals/Reconsideration</b>		
To the Hearing Examiner:		
Reconsideration	\$ <del>154.95</del>	\$162.70
Administrative Variance	\$ <del>258.25</del>	\$271.16
Administrative Decision	\$ <del>258.25</del>	\$271.16
To the Building Code Advisory Board:	\$ <del>516.50</del>	\$542.33
<b>25) Hearing Examiner Fees</b>	<u>Actual Cost</u>	
<b>B. ENVIRONMENTAL REVIEW (SEPA)</b>		
<b>1) Checklist</b>	\$ <del>309.90</del>	\$325.40
<b>2) Environmental Impact Statement</b>		
Prepared by Staff	Actual Cost	
Prepared by Consultant	Actual Cost	
<b>3) Appeals of Decisions</b>		
Administrator's Final Determination (DNS or EIS)	\$ <del>258.25</del>	\$271.16
<b>C. ANNEXATION PETITION</b>		
Less than 10 acres	\$ <del>413.20</del>	\$433.86
10 - 50 acres	\$ <del>1,239.60</del>	\$1,301.58
50 - 100 acres	\$ <del>2,066.00</del>	\$2,169.30
100 + acres	\$ <del>3,615.50</del>	\$3,796.28

**D. REQUESTS FOR INFORMATION**

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge
- 3) Land-use information, written response requested, file search required Cost of Copying Requested Documents

**E. STAFF PREAPPLICATION REVIEW**

~~\$-309.90~~ (includes a written summary of the meeting) \$325.39

**F. ADVERTISING FEES:**

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

**G. COPY SERVICES/ADDRESS LABELS**

- 1) Zoning Map/Comprehensive Plan Land Use Map (24" x 36") \$ ~~6.46~~ \$6.78
- 2) Zoning Code \$ ~~39.25~~ \$41.21
- 3) Comprehensive Plan \$ ~~37.49~~ \$39.05
- 4) Shoreline Master Program \$ ~~11.62~~ \$12.20
- 5) Critical Areas Map (24"x 36") \$ ~~6.46~~ \$6.78
- 6) Visually Sensitive Area (24"x 36") \$ ~~6.46~~ \$6.78
- 7) Design Manual \$ ~~11.97~~ \$12.57
- 8) Full Size Bond Reproduction (By Outside Service) \$ ~~0.62~~ per SF \$0.65
- 9) Full Size Bond Reproduction (In House) \$ ~~6.46~~ \$6.78
- 10) 8-1/2" x 11" & 11" x 17" Copies \$ ~~0.16~~ \$0.17
- 11) 8-1/2" x 11" & 11" x 17" Color Copies \$ ~~0.26~~ \$0.27
- 12) Address labels of property owners within 300 feet of project included in permit fees

**H. FEE WAIVERS AND REQUIREMENTS**

Application fees may be reimbursed at the following rate (percent of total fee):

- Request to withdraw application prior to any public notice issued 100%
- Request to withdraw application after any public notice issued. 85%
- Request to withdraw application after substantial review of project (1<sup>st</sup> comprehensive review letter on project) 50%
- Request to withdraw application after issuance of staff report or SEPA threshold determination 35%
- Request to withdraw application following a public hearing or issuance of administrative decision 0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

**I. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED**

The fee for city staff review of applications which have submitted a request to the City Council for utility extension services is 50% of the comparable land use permit fee as set forth in section A.

Utility Extension Request	\$ <del>546.50</del> <u>\$542.33</u>
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**J. ENGINEERING FEES**

**Traffic Report Preparation**

PM Peak Hour Trips	Base Fee	Fee for Additional
2-10	\$ <del>4,294.25</del> <u>\$1,355.81</u>	\$0.00
Over 10	\$ <del>4,294.25</del> <u>\$1,355.81</u>	Plus \$40.00 per trip over
10	<u>\$10.50</u>	

**Engineering Permit Fees:**

Public Works Variance	\$ <del>4,239.60</del> <u>\$1,301.58</u>
Building Review-Single Family Residence (SFR)	\$ <del>82.64</del> <u>\$86.77</u>
Right of way (Residential)	\$ <del>103.30</del> <u>\$108.47</u>
Right of way (Commercial)	\$ <del>154.95</del> <u>\$162.70</u>
Right of way (Temporary)	\$ <del>25.83</del> <u>\$27.12</u>
Water CRC (Non-SFR)	\$ <del>82.64</del> <u>\$86.77</u>
Sewer CRC (Non-SFR)	\$ <del>82.64</del> <u>\$86.77</u>
Transportation CRC (Non-SFR)	\$ <del>82.64</del> <u>\$86.77</u>
Comprehensive Plan Change (Utility Element)	\$ <del>4,239.60</del> (plus consultant fees) <u>\$1,301.58</u>
Utility System Consistency Review	\$ <del>4,239.60</del> (plus consultant fees) <u>\$1,301.58</u>

**Engineering Plan Review Fees:**

Water: linear feet	\$ <del>154.95</del> for 1st 150 linear feet (lf) + \$0.29/lf <u>\$162.70</u> <u>+\$0.030</u>
Sewer: linear feet	\$ <del>154.95</del> for 1st 150 linear feet (lf) + \$0.29/lf <u>\$162.70+\$0.30</u>
Street or street w/curb, gutter and sidewalk	\$ <del>154.95</del> for 1st 150 linear feet (lf) + <u>\$0.38/lf \$162.70+\$0.40</u>
Curb, gutter and sidewalk only	\$ <del>154.95</del> for 1st 150 linear feet (lf) + \$0.38/lf <u>\$162.70+\$0.40</u>
Storm: Number of catch basins	\$ <del>113.63</del> for 1st + \$45.50 for each additional <u>\$119.31+\$16.28</u>
Storm: Retention and detention facilities	\$ <del>154.95</del> each facility <u>\$162.70</u>
Lighting (per luminaire)	\$ <del>123.96</del> + \$40.33 per luminaire <u>\$130.16+\$10.85</u>
Signals	\$ <del>516.50</del> per intersection <u>\$542.33</u>
Right-of-way access	\$ <del>41.32</del> for each Access <u>\$43.39</u>
Resubmittal (3rd submittal)	\$ <del>82.64</del> per hour (8 hour minimum) <u>\$ 86.77</u>

**Engineering Construction Inspection Fees:**

Water: linear feet	\$ <del>278.94</del> for 1st 150 linear feet (lf) + <u>\$1.55/lf \$292.86+\$1.63</u>
Sewer: linear feet	\$ <del>278.94</del> for 1st 150 linear feet (lf) + \$1.55/lf <u>\$292.86+1.63</u>

Sewer: residential step system	\$ <del>196.27</del> for each residence <u>\$206.08</u>
Street	\$ <del>278.94</del> for 1st 150 linear feet (lf) + \$ <del>1.44</del> /lf
	<u>\$292.86+\$1.20</u>
Curb, gutter and sidewalk only	\$ <del>278.94</del> for 1st 150 linear feet (lf) + \$ <del>1.44</del> /lf
	<u>\$292.86+\$1.20</u>
Storm	\$ <del>134.29</del> per retention area + \$ <del>0.57</del> /lf pipe
	<u>\$141.00+\$0.60</u>
Lighting (per luminaire)	\$ <del>134.29</del> + \$ <del>15.50</del> per luminaire <u>\$141.00+\$16.28</u>
Signals	\$ <del>1,063.99</del> per intersection <u>\$1,117.19</u>
Right-of-Way Access - Overhead	\$ <del>299.57</del> for 1st 150 linear feet (lf) + \$0.08/lf <u>\$314.55</u>
Right-of-Way Access – Underground	\$ <del>299.57</del> for 1st 150 linear feet (lf) + \$0.16/lf
	<u>\$314.55+\$ .17</u>
Grease interceptor permit	\$ <del>330.00</del> <u>\$346.50</u>

**K. BUILDING PERMIT FEES**

**Table 1-1  
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	<del>\$31.50</del> <u>\$33.08</u>
\$501.00 to \$2,000.00	<del>\$31.50</del> for the first \$500.00 plus \$ <del>4.65</del> for each additional \$100.00 or fraction thereof to and including \$2,000.00 <u>\$33.08 / \$4.88</u>
\$2,001 to \$25,000	<del>\$90.90</del> for the first \$2,000.00 plus \$ <del>19.11</del> for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 <u>\$95.45 / \$20.07</u>
\$25,001.00 to \$50,000.00	<del>\$509.26</del> for the first \$25,000.00 plus \$ <del>13.42</del> for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 <u>\$534.72 / \$14.09</u>
\$50,001.00 to \$100,000.00	<del>\$837.76</del> for the first \$50,000.00 plus \$ <del>40.33</del> for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 <u>\$879.65/ \$10.85</u>
\$100,001.00 to \$500,000.00	<del>\$1,293.32</del> for the first \$100,000.00 plus \$ <del>8.27</del> for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00 <u>\$1,357.99 / \$8.68</u>
\$500,001.00 to \$1,000,000.00	<del>\$4209.47</del> for the first \$500,000.00 plus \$ <del>6.74</del> for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00 <u>\$4,419.94 / \$7.05</u>
\$1,000,001.00 and up	<del>\$7,300.21</del> for the first \$1,000,000.00 plus \$ <del>4.64</del> for each additional \$1,000.00 or fraction thereof <u>\$7,665.22 / \$4.87</u>
Demolition Permit	<del>\$112.59</del> <u>\$118.22</u>
<b>Building Permit Plan Review Fees</b>	

Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
<b>Base Plan Fees</b>	
Base Plan Application Filing Fee.	<del>\$61.65</del> <u>\$54.23</u>
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.

<b>Grading Plan Review Fees</b>	
100 Cu. Yds. or less	<del>\$31.40</del> <u>\$32.97</u>
101 to 1000 Cu Yds.	<del>\$48.55</del> <u>\$50.98</u>
1,001 to 10,000 Cu. Yds.	<del>\$65.07</del> <u>\$68.32</u>
10,001 to 100,000 Cu. Yds.	<del>\$65.07</del> for the first 10,000 plus <del>\$32.53</del> each additional 10,000 or fraction thereof. <u>\$68.32 / \$34.16</u>
100,001 to 200,000 Cu. Yds.	<del>\$351.22</del> for the first 100K plus <del>\$48.07</del> for each additional 10,000 or fraction thereof. <u>\$368.78 / \$18.97</u>
200,001 Cu. Yds. or more	<del>\$523.73</del> for the first 200,000 plus <del>\$40.33</del> for each additional 10,000 or fraction thereof. <u>\$549.92 / \$ 10.85</u>
<b>Grading Permit Fees</b>	
100 Cu. Yds. or less	<del>\$48.55</del> <u>\$50.98</u>
101 to 1000 Cu. Yds.	<del>\$48.55</del> for the first 100 Cu. Yds. plus <del>\$23.76</del> for each additional 100 Cu. Yds or fraction thereof. <u>\$50.98/\$24.95</u>
1,001 to 10,000 Cu. Yds.	<del>\$253.60</del> for the first 1,000 Cu. Yds. plus <del>\$49.11</del> for each additional 1,000 Cu. Yds. or fraction thereof. <u>\$266.28/\$20.07</u>
10,001 to 100,000 Cu. Yds.	<del>\$423.01</del> for the first 10,000 Cu. Yds. plus <del>\$86.77</del> for each additional 10,000 Cu. Yds. or fraction thereof. <u>\$444.16/\$91.11</u>
100,001 Cu. Yds or more	<del>\$1197.24</del> for the first 100,000 Cu. Yds. plus <del>\$48.55</del> for each additional 10,000 Cu. Yds. or fraction thereof. <u>\$1,257.10/\$50.98</u>



**Table 1-2**  
**Square Foot Construction Costs<sup>a,b,c</sup>**

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
		180.22	174.42	170.37	163.36	151.92	151.14	158.20	140.76	136.70
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
		166.23	160.44	156.38	149.39	137.93	137.14	144.23	126.77	121.74
A2	Assembly, nightclubs	135.04	132.13	128.82	123.98	115.98	114.57	119.46	105.64	102.14
		142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	134.85	131.04	126.64	122.90	113.84	113.48	118.37	103.47	101.06
		141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	166.04	161.12	157.06	150.06	138.69	137.79	144.91	127.44	122.38
		175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm.. halls, libraries museums	138.20	132.41	127.26	121.34	108.78	109.87	116.20	97.63	93.65
		145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	134.85	131.04	126.19	122.90	113.84	113.48	118.37	103.47	101.06
		141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
		145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	145.77	140.85	136.82	130.76	120.62	117.77	126.44	107.77	103.74
		153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	84.18	80.32	75.52	73.23	63.28	64.36	70.25	53.96	51.27
		88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	83.10	79.23	75.52	72.16	63.28	63.28	69.16	53.96	50.18
		87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	79.07	75.20	71.49	68.12	59.41	59.41	64.81	50.10	N.P.
		83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	
H-2-4	High hazard	79.07	75.20	71.49	68.12	59.41	59.08	65.13	50.10	46.34
		83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	138.82	133.79	129.53	123.47	110.48	109.88	118.76	98.67	94.94
		145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	137.07	132.37	128.84	123.58	113.38	113.32	119.84	104.21	100.08
		143.92	138.99	135.25	129.76	119.05	119.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	231.07	226.05	221.79	215.73	202.35	N.P.	211.02	190.53	N.P.
		242.62	237.35	232.88	226.52	212.47		221.57	200.06	
I-3	Institutional, restrained	157.69	152.66	148.41	142.35	130.69	128.99	137.63	118.87	112.97
		165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	137.07	132.37	128.84	123.58	113.38	113.32	119.84	104.21	100.08
		143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	101.30	97.49	93.08	89.33	80.78	80.45	84.80	70.43	68.03
		106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43
R-1	Residential, hotels	138.45	133.74	130.18	124.96	114.82	114.76	121.27	105.64	101.53
		145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61

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R-2	Residential, multi-family	<del>138.44</del> 145.36	<del>132.78</del> 139.42	<del>128.52</del> 134.95	<del>122.25</del> 128.36	<del>110.29</del> 115.80	<del>110.20</del> 115.71	<del>118.02</del> 123.92	<del>99.27</del> 104.23	<del>94.32</del> 99.04
R-3	Residential, 1/2 family	<del>131.49</del> 138.06	<del>127.86</del> 134.24	<del>124.70</del> 130.94	<del>121.27</del> 127.33	<del>115.52</del> 121.30	<del>115.25</del> 121.01	<del>119.24</del> 125.20	<del>109.99</del> 115.49	<del>102.10</del> 107.21
R-4	Residential, care/asst. living	<del>137.07</del> 143.92	<del>132.37</del> 138.99	<del>128.81</del> 135.25	<del>123.58</del> 129.76	<del>113.38</del> 119.05	<del>113.32</del> 118.99	<del>119.84</del> 125.83	<del>104.21</del> 109.42	<del>100.08</del> 105.08
S-1	Storage, moderate hazard	<del>77.98</del> 81.88	<del>74.11</del> 77.82	<del>69.31</del> 72.78	<del>67.03</del> 70.38	<del>57.24</del> 60.10	<del>58.32</del> 61.24	<del>64.05</del> 67.25	<del>47.93</del> 50.33	<del>45.23</del> 47.49
S-2	Storage, low hazard	<del>76.89</del> 80.73	<del>73.03</del> 76.68	<del>69.31</del> 72.78	<del>65.96</del> 69.25	<del>57.24</del> 60.10	<del>57.24</del> 60.10	<del>62.96</del> 66.11	<del>47.93</del> 50.33	<del>44.14</del> 46.35
U	Utility, miscellaneous	<del>59.55</del> 62.53	<del>56.30</del> 59.12	<del>52.96</del> 55.61	<del>50.31</del> 52.83	<del>43.64</del> 45.82	<del>43.64</del> 45.82	<del>47.49</del> 49.86	<del>35.88</del> 37.67	<del>34.16</del> 35.87

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- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3  
Plumbing Permit Fees**

**Permit Issuance**

- 1. For issuing each permit ~~\$25.83~~ \$27.12
- 2. For issuing each supplemental permit ~~\$13.43~~ \$14.10

**Unit Fee Schedule (in addition to items 1 and 2 above)**

- 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) ~~\$9.30~~ \$9.77
- 2. For each building sewer and each trailer park sewer ~~\$19.11~~ \$20.07
- 3. Rainwater Systems - per drain (inside building) ~~\$9.30~~ \$9.77
- 4. For each cesspool (where permitted) ~~\$32.53~~ \$34.16
- 5. For each private sewage disposal system ~~\$51.65~~ \$54.23
- 6. For each water heater and/or vent ~~\$9.30~~ \$9.77
- 7. For each gas-piping system of one to five outlets ~~\$6.72~~ \$7.06
- 8. For each additional gas-piping system outlet (per outlet) ~~\$2.58~~ \$2.71
- 9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps ~~\$19.63~~ \$20.61
- 10. For each installation, alteration, or repair of water piping and/or water treating equipment, each ~~\$9.30~~ \$9.77
- 11. For each repair or alteration of drainage or vent piping, each fixture ~~\$9.30~~ \$9.77
- 12. For each lawn sprinkler system on any one meter including backflow protection devices therefore ~~\$9.30~~ \$9.77
- 13. For atmospheric-type vacuum breakers not included in item 12:
  - 1 to 5 ~~\$6.72~~ \$7.06
  - over 5, each ~~\$1.50~~ \$1.58
- 14. For each backflow protective device other than atmospheric-type vacuum breakers:
  - 2 inch (51 mm) diameter and smaller ~~\$9.30~~ \$9.77
  - over 2 inch (51 mm) diameter ~~\$19.11~~ \$20.07

15. For each gray water system	<del>\$51.65</del> <u>\$54.23</u>
16. For initial installation and testing for a reclaimed water system (excluding initial test)	<del>\$39.25</del> <u>\$41.21</u>
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	<del>\$39.25</del> <u>\$41.21</u>
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	<del>\$65.08</del> <u>\$68.33</u>
19. For each additional medical gas inlet(s)/outlet(s)	<del>\$6.72</del> <u>\$7.06</u>

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4  
Mechanical and Fuel Gas Permit Fees**

**Permit Issuance**

1. For issuing each permit ~~\$31.50~~ \$33.08

**Unit Fee Schedule (in addition to issuance fee above)**

2. HVAC units up to and including 100,000 Btu	<del>\$20.14</del> <u>\$21.15</u>
3. HVAC units over 100,000 Btu	<del>\$24.79</del> <u>\$26.03</u>
4. Each appliance vent or diffuser without appliance	<del>\$10.33</del> <u>\$10.85</u>
5. Repair of each appliance & refrigeration unit	<del>\$18.08</del> <u>\$18.98</u>
6. Each boiler / compressor 100,000 Btu or 3 hp	<del>\$20.14</del> <u>\$21.15</u>
Each over 100K to 500K Btu or over 3 hp to 15 hp	<del>\$36.15</del> <u>\$37.96</u>
Each over 500K to 1,000K Btu or over 15 hp to 30 hp	<del>\$49.58</del> <u>\$52.06</u>
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp	<del>\$72.83</del> <u>\$76.47</u>
Each over 1,750K or over 50 hp	<del>\$121.38</del> <u>\$127.45</u>
7. Each air handler up to 10,000 cfm	<del>\$14.99</del> <u>\$15.74</u>
8. Each air handler over 10,000 cfm	<del>\$24.79</del> <u>\$26.03</u>
9. Each VAV box	<del>\$14.99</del> <u>\$15.74</u>
10. Each evaporative cooler other than portable type	<del>\$14.99</del> <u>\$15.74</u>
11. Each ventilation fan connected to a single duct	<del>\$10.33</del> <u>\$10.85</u>
12. Each ventilation system not part of a system under permit	<del>\$14.46</del> <u>\$15.18</u>
13. Each hood served by mech. exhaust system including the ductwork	<del>\$14.46</del> <u>\$15.18</u>
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	<del>\$14.46</del> <u>\$15.18</u>
15. Each fuel gas piping system of one to five outlets	<del>\$ 6.71</del> <u>\$7.05</u>
16. Each additional fuel gas outlet	<del>\$ 2.58</del> <u>\$2.71</u>

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5  
Fire System Permit Fees**

<b>Type of Fire Protection System</b>	<b>Fees (includes plan review, testing, and inspection)</b>
<b>Fire Alarm Systems</b>	
New Com./Multi. Fam. (first 4 zones)	<del>\$448.84</del> plus <del>\$1.50</del> per device <u>\$471.28/ \$1.58</u>
Additional zones	<del>\$56.30</del> ea. plus <del>\$1.50</del> per device <u>\$59.12/ \$1.58</u>
Tenant Improvement	<del>\$336.75</del> plus <del>\$1.50</del> per device <u>\$353.59/ \$1.58</u>
Additional Zones	<del>\$56.30</del> plus <del>\$1.50</del> per device <u>\$59.12/ \$1.58</u>
Residential (1-2 fam. dwellings)	<del>\$180.26</del> plus <del>\$1.50</del> per device <u>\$189.27 /\$1.58</u>
Sprinkler supervision/notification only	<del>\$191.10</del> plus <del>\$1.50</del> per device <u>\$200.66/ \$1.58</u>
System upgrade	One half the above listed fees for new work.
<b>Fire Sprinkler Systems</b>	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	<del>\$196.27</del> + <del>3.00</del> /head <u>\$206.08/ \$3.15</u>
2. Each wet riser over 99 heads	<del>\$549.56</del> <u>\$577.04</u>
3. Each dry riser over 99 heads	<del>\$683.33</del> <u>\$717.50</u>
4. Each new deluge or pre-action system	<del>\$683.33</del> <u>\$717.50</u>
5. Each new combination system	<del>\$886.31</del> <u>\$930.63</u>
6. Sprinkler underground	<del>\$141.52</del> <u>\$148.60</u>
7. Revision to existing system	<del>\$61.98</del> + <del>2.25</del> / head <u>\$65.08/ \$2.36</u>
8. High piled stock or rack system	
Add to riser fee	<del>\$353.29</del> <u>\$370.95</u>
NFPA 13D systems	
1. Per dwelling unit fee	<del>\$283.04</del> <u>\$297.19</u>
<b>Standpipe Systems</b>	
1. Each new Class 1 system	
Dry system	<del>\$271.68</del> <u>\$285.26</u>
Wet system	<del>\$389.44</del> <u>\$408.91</u>
2. Each new Class 2 system	<del>\$471.05</del> <u>\$494.60</u>
3. Each new Class 3 system	<del>\$471.05</del> <u>\$494.60</u>
<b>Fire Pumps</b>	<del>\$854.80</del> <u>\$897.54</u>
<b>Type I Hood Suppression Systems</b>	
1. Pre-engineered	<del>\$222.09</del> <u>\$233.19</u>
2. Custom engineered	<del>\$389.44</del> <u>\$408.91</u>
<b>Fixed Pipe Fire Suppression</b>	
1. Pre-engineered	<del>\$235.52</del> <u>\$247.30</u>
2. Custom engineered	<del>\$541.80</del> <u>\$568.89</u>

**Table 1-6  
Additional Services**

1.	Inspections outside of normal business hours	<del>\$64.98</del> per hour <sup>1</sup> <del>-\$65.00</del>
2.	Reinspection fee	<del>\$64.98</del> per hour <u>\$65.08</u>
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 <sup>nd</sup> reinspection = <del>123.96</del> ; 3 <sup>rd</sup> reinspection = <del>247.92</del> etc.) <u>\$130.16 / \$260.32</u>	
3.	Inspections for which no fee is specifically indicated	<del>\$64.98</del> per hour <u>\$65.08</u>
4.	Fire Code Operational Permit Inspection	<del>\$64.98</del> per hour <u>\$65.08</u>
5.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	<del>\$64.98</del> per hour <u>\$65.08</u>
6.	Temporary Certificate of Occupancy	<del>\$224.68</del> <u>\$235.91</u>
7.	Certificate of Occupancy for change in use	<del>\$64.98</del> <u>\$65.08</u>
8.	Adult Family Home licensing inspection	<del>\$64.98</del> <u>\$65.08</u>
9.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
10.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.

<sup>1</sup> A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7  
Fire Code Operational and Construction Permit Fees**

<b>Operation</b>	<b>Fee</b>
Aerosol Products	<del>\$61.98</del> <u>\$65.08</u>
Amusement Buildings	<del>\$61.98</del> <u>\$65.08</u>
Aviation Facilities	<del>\$123.44</del> <u>\$129.61</u>
Carnivals and fairs	<del>\$61.98</del> <u>\$65.08</u>
Battery systems	<del>\$123.44</del> <u>\$129.61</u>
Cellulose nitrate film	<del>\$61.98</del> <u>\$65.08</u>
Combustible dust producing operations	<del>\$61.98</del> <u>\$65.08</u>
Combustible fibers	<del>\$61.98</del> <u>\$65.08</u>
Exception: Permit not required for agricultural storage	
Compressed gases	<del>\$61.98</del> <u>\$65.08</u>
Exception: Vehicles using CG as a fuel for propulsion	
See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for:	<del>\$61.98</del> <u>\$65.08</u>
placement of retail fixtures and displays, concession equipment,	
displays of highly combustible goods and similar items in the mall;	
display of liquid or gas fired equipment in the mall;	
use of open flame or flame producing equipment in the mall.	
Cryogenic fluids	<del>\$61.98</del> <u>\$65.08</u>
Exception: Vehicles using cryogenic fluids as a fuel for propulsion	
or for refrigerating the lading.	
See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	<del>\$61.98</del> <u>\$65.08</u>
Exhibits and trade shows	<del>\$61.98</del> <u>\$65.08</u>
Explosives	<del>\$123.44</del> <u>\$129.61</u>
Fire hydrants and valves	<del>\$61.98</del> <u>\$65.08</u>
Exception: Authorized employees of the water company	
or fire department.	
Flammable and combustible liquids	<del>\$123.44</del> <u>\$129.61</u>
In accordance with IFC 105.6.17	
Floor finishing	<del>\$61.98</del> <u>\$65.08</u>
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	<del>\$61.98</del> <u>\$65.08</u>
Using ethylene gas	
Fumigation and thermal insecticidal fogging	<del>\$61.98</del> <u>\$65.08</u>
Hazardous materials	<del>\$61.98</del> <u>\$65.08</u>
See IFC T. 105.6.21 for permit amounts	
HPM facilities	<del>\$123.44</del> <u>\$129.61</u>
High piled storage	<del>\$123.44</del> <u>\$129.61</u>
In excess of 500 sq. ft.	
Hot work operations	<del>\$61.98</del> <u>\$65.08</u>
In accordance with IFC 105.6.24	
Industrial ovens	<del>\$61.98</del> <u>\$65.08</u>
Lumber yards and woodworking plants	<del>\$61.98</del> <u>\$65.08</u>
Liquid or gas fueled vehicles or equipment	<del>\$61.98</del> <u>\$65.08</u>
In assembly buildings	

**Table 1-7  
Fire Code Operational and Construction Permit Fees - cont.**

LP Gas	<del>\$123.44</del> <u>\$129.61</u>
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	<del>\$61.98</del> <u>\$65.08</u>
Miscellaneous combustible storage	<del>\$61.98</del> <u>\$65.08</u>
In accordance with IFC 105.6.30	
Open burning	<del>\$61.98</del> <u>\$65.08</u>
Exception: Recreational fires	
Open flames and torches	<del>\$61.98</del> <u>\$65.08</u>
Open flames and candles	<del>\$61.98</del> <u>\$65.08</u>
Organic coatings	<del>\$61.98</del> <u>\$65.08</u>
Places of assembly	<del>\$61.98</del> <u>\$65.08</u>
Private fire hydrants	<del>\$61.98</del> <u>\$65.08</u>
Pyrotechnic special effects material	<del>\$61.98</del> <u>\$65.08</u>
Pyroxylin plastics	<del>\$61.98</del> <u>\$65.08</u>
Refrigeration equipment	<del>\$61.98</del> <u>\$65.08</u>
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	<del>\$61.98</del> <u>\$65.08</u>
Rooftop heliports	<del>\$119.50</del> <u>\$125.48</u>
Spraying or dipping	<del>\$61.98</del> <u>\$65.08</u>
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	<del>\$61.98</del> <u>\$65.08</u>
Temporary membrane structures, tents and canopies	<del>\$61.98</del> <u>\$65.08</u>
Except as provided in IFC 105.6.44	
Tire re-building plants	<del>\$61.98</del> <u>\$65.08</u>
Waste handling	<del>\$61.98</del> <u>\$65.08</u>
Wood products	<del>\$61.98</del> <u>\$65.08</u>
<b>Required Construction Permits</b>	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	<del>\$123.44</del> <u>\$129.61</u>
Hazardous materials	<del>\$123.44</del> <u>\$129.61</u>
Industrial ovens regulated under IFC Ch. 21	<del>\$123.44</del> <u>\$129.61</u>
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	<del>\$123.44</del> <u>\$129.61</u>
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.12	Included in Op. Permit Fee



**RESOLUTION NO.**

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, WHICH ESTABLISHES FEES FOR COMMUNITY DEVELOPMENT LAND USE APPLICATIONS AND PERMITS; BUILDING PERMIT FEES; AND ENGINEERING FEES; REPEALING RESOLUTION NO. 735 AND ALL PREVIOUS RESOLUTIONS ESTABLISHING FEES FOR THE SAME PURPOSES.**

---

**WHEREAS**, the City of Gig Harbor has established land use, engineering and other community development fees by Resolution; and,

**WHEREAS**, the Gig Harbor City Council has requested that the Community Development Department evaluate fees on an annual basis and, as necessary, propose adjustments to the fee schedule; and,

**WHEREAS**, the last update occurred in December 2007 in Resolution No. 735; and,

**WHEREAS**, the city's costs have increased throughout 2008; and,

**WHEREAS**, the revised fee schedule provides a five percent cost of living adjustment to existing fees, and reflects the City's increased costs relating to the processing of applications, inspecting and reviewing plans, or preparing detailed statements pursuant to chapter 43.21C RCW; and,

**WHEREAS**, the proposed fee schedule adjustments are deemed necessary to maintain fair and equitable application fees.

**NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL HEREBY AMENDS THE COMMUNITY DEVELOPMENT FEES FOR 2009 AND ESTABLISHES THE FEE SCHEDULE AS PER THE ATTACHED EXHIBIT "A".**

APPROVED:

\_\_\_\_\_  
Charles L. Hunter, Mayor

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

Filed with City Clerk:  
Passed by City Council:  
Resolution No.

**CITY OF GIG HARBOR  
COMMUNITY DEVELOPMENT  
FEE SCHEDULE**

**A. LAND USE PERMIT APPLICATION FEES**

When a development proposal involves two or more permits listed in 3 through 15 below being processed concurrently, the highest cost land use permit shall be charged the full fee and all other land use permits charged 50% of the applicable fee. Specified engineering fees, third party review fees and the fees listed in 16 through 24 below are not subject to the 50% reduction.

<b>1) Amendment to Comprehensive Plan</b>	
Map Amendment	\$ 3,253.95
Urban Growth Area Adjustment	\$ 1,084.65
Text Amendment	\$ 1,084.65
<b>2) Amendments to Zoning Code</b>	
Zoning District Boundary	\$ 3,253.95
Text	\$ 1,084.65
Height Restriction Area Amendment	\$ 1,084.65
<b>3) Conditional Use Permit</b>	
Single-family / Accessory Dwelling Unit	\$ 542.33
Existing Nonresidential / Multiple-family Dev.	\$ 1,084.65
New Nonresidential / Multiple-family Dev.	\$ 3,253.95
<b>4) Variance</b>	
Single Family	\$ 542.33
Non-Single Family	\$ 1,084.65
Administrative Variance	\$ 271.16
Interpretation	\$ 542.33
<b>5) Site Plan Review</b>	
Site Plan Review	\$ 3,253.95
Site Plan Review – Engineering	\$ 1,572.74
Major Site Plan Amendment	\$ 3,253.95
Major Site Plan Amendment - Engineering	\$ 1,084.65
Minor Site Plan Amendment	\$ 542.33
Minor Site Plan Amendment - Engineering	\$ 433.86
Modification to approved landscape/parking plans	\$ 271.16
Alternative Landscape Plan	\$ 542.33
<b>6) Planned Residential District (PRD)</b>	
(Exclusive of Subdivision fees)	
Preliminary PRD	\$ 3,253.95
Final PRD	\$ 1,084.65
Major PRD Amendment	\$ 1,084.65
Minor PRD Amendment	\$ 542.33

<b>7) Planned Unit Development (PUD)</b>	
(Exclusive of subdivision fees)	
Preliminary PUD	\$ 3,253.95
Final PUD	\$ 1,084.65
Major PUD Amendment	\$ 1,084.65
Minor PUD Amendment	\$ 542.33
<b>8) Performance Based Height Exception</b>	\$ 1,084.65
<b>9) Transfer of Density Credit Request</b>	\$ 542.33
<b>10) Subdivisions</b>	
Preliminary Plat	\$ 3,253.95 + 54.23/lot
Preliminary Plat - Engineering	\$ 2,060.84
Final Plat	\$ 1,084.65 + 54.23/lot
Final Plat - Engineering	\$ 1,626.98
Replats	\$ 3,253.95 + 54.23/lot
Plat Alterations/Vacation/Amendments	\$ 1,084.65
<b>11) Short Subdivisions</b>	
Summary Action	\$ 1,626.98
Plat Amendment	\$ 542.33
Summary Action - Engineering	\$ 542.33
Boundary Line Adjustment	\$ 542.33
Boundary Line Adjustment - Engineering	\$ 108.47
<b>12) Binding Site Plans</b>	
Binding Site Plan	\$ 1,626.98
Binding Site Plan - Engineering	\$ 1,572.74
Amendments/Modifications/Vacations	\$ 542.33
<b>13) Shoreline Management Permits</b>	
Substantial Development (based upon actual costs or fair market value, whichever is higher)	
< \$10,000	\$ 1,084.65
> \$10,000 < \$100,000	\$ 2,169.30
> \$100,000 < \$500,000	\$ 3,253.95
> \$500,000 < \$1,000,000	\$ 5,423.25
> \$1,000,000	\$ 8,134.88
Variance (w/o SDP)	\$ 1,084.65
Variance with SDP	\$ 542.33
Conditional Use (w/o SDP)	\$ 3,253.95
Conditional Use with SDP	\$ 1,626.98
Revision	\$ 542.33
Request for Exemption	\$ 108.47
<b>14) Communications Facilities Application Review</b>	
General Application Review	\$ 542.33
Special Exception	\$ 542.33
Conditional Use	\$ 3,253.95

**15) Wetlands/Critical Areas Analysis**

a) City staff review:	
Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 542.33
Critical Habitat/Streams	\$ 542.33
Aquifer Recharge Hydrogeologic Report	\$ 542.33
Wetlands Preliminary Site Investigation	\$ 542.33
Wetlands Report Review	\$ 542.33
Reasonable Use Permit	\$ 1,626.98
Flood Plain Development Permit	\$ 542.33
b) Third Party review:	
Critical areas analysis report	Actual Cost
Critical areas mitigation/monitoring report	Actual Cost

**16) Design Review**

a) Administrative Approval/DRB Recommendation/Exceptions:	
Up to 10,000 sq. ft. nonresidential floor area (NRFA)	\$ /each 1,000 sq. ft. \$81.35
10,001-20,000 sq. ft. NRFA	\$ /each 1,000 sq. ft. \$108.47
>20,000 sq. ft. NRFA	\$ /each 1,000 sq. ft. \$135.59
Multifamily (3 or more attached dwelling units)	\$ per building + \$216.93 \$ /dwelling unit \$26.91
Subdivision	\$ 542.33
Site plan without NRFA	\$ 542.33
Single-family/duplex dwelling	\$ 81.35
b) Administrative Review of Alternative Designs:	
Single-family/duplex dwelling	\$ 271.16
Tenant Improvement	\$ 542.33
c) Amendments to approved plans:	
Minor Adjustment to Hearing Examiner Decisions	\$ 542.33
All other amendments to approved plans	50% of fees required by 16a above

**17) Sign Permits**

All signs less than 25 sq. ft.	\$ 43.39
Change of Sign, all sizes	\$ 43.39
Request for Variance	\$ 542.33
Projecting	\$ 75.93
Wall Sign, non-illuminated:	
25-50 sq. ft.	\$ 75.93
51-99 sq. ft.	\$ 97.62
>100 sq. ft.	\$ 119.31
Wall Sign, illuminated:	
25-50 sq. ft.	\$ 86.77
51-99 sq. ft.	\$ 108.47
>100 sq. ft.	\$ 130.16
Ground Sign, non-illuminated:	
25-50 sq. ft.	\$ 108.47
51-100 sq. ft.	\$ 130.16
Ground Sign, illuminated:	
25-50 sq. ft.	\$ 130.16

51 -100 sq. ft.	\$	151.85
Master Sign Plan Review (per Building)		
1 - 5 Tenants	\$	108.47
6 - 12 Tenants	\$	162.70
13+ Tenants	\$	216.93

**18) Development Agreements** \$ + City Attorney fees \$542.33

**19) Special Use Permit** \$ 54.23

**20) Temporary Use Permit** \$ 54.23

**21) Land Clearing Permit** \$ 271.16

**22) Change of non-conforming use** \$ 1,084.65

**23) Historic Preservation**

Local Register Nomination/Removal \$ 108.47

Certificate of Appropriateness/Waiver \$ 108.47

Special Property Tax Valuation \$ 108.47

**24) Appeals/Reconsideration**

To the Hearing Examiner:

    Reconsideration \$ 162.70

    Administrative Variance \$ 271.16

    Administrative Decision \$ 271.16

To the Building Code Advisory Board: \$ 542.33

**25) Hearing Examiner Fees**

**Actual Cost**

**B. ENVIRONMENTAL REVIEW (SEPA)**

**1) Checklist** \$ 325.40

**2) Environmental Impact Statement**

    Prepared by Staff Actual Cost

    Prepared by Consultant Actual Cost

**3) Appeals of Decisions**

    Administrator's Final Determination (DNS or EIS) \$ 271.16

**C. ANNEXATION PETITION**

    Less than 10 acres \$ 433.86

    10 - 50 acres \$ 1,301.58

    50 - 100 acres \$ 2,169.30

    100 + acres \$ 3,796.28

**D. REQUESTS FOR INFORMATION**

- 1) Land-use information, verbal No Charge
- 2) Land-use information, written response requested related to active permit No Charge
- 3) Land-use information, written response requested, file search required Cost of Copying Requested Documents

**E. STAFF PREAPPLICATION REVIEW**

\$ (includes a written summary of the meeting) \$325.39

**F. ADVERTISING FEES:**

For those applications which require a notice of public hearing to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.

**G. COPY SERVICES/ADDRESS LABELS**

- 1) Zoning Map/Comprehensive Plan Land Use Map (24" x 36") \$ 6.78
- 2) Zoning Code \$ 41.21
- 3) Comprehensive Plan \$ 39.05
- 4) Shoreline Master Program \$ 12.20
- 5) Critical Areas Map (24"x 36") \$ 6.78
- 6) Visually Sensitive Area (24"x 36") \$ 6.78
- 7) Design Manual \$ 12.57
- 8) Full Size Bond Reproduction (By Outside Service) \$ per SF 0.65
- 9) Full Size Bond Reproduction (In House) \$ 6.78
- 10) 8-1/2" x 11" & 11" x 17" Copies \$ 0.17
- 11) 8-1/2" x 11" & 11" x 17" Color Copies \$ 0.27
- 12) Address labels of property owners within 300 feet of project included in permit fees

**H. FEE WAIVERS AND REQUIREMENTS**

Application fees may be reimbursed at the following rate (percent of total fee):

- Request to withdraw application prior to any public notice issued 100%
- Request to withdraw application after any public notice issued. 85%
- Request to withdraw application after substantial review of project (1<sup>st</sup> comprehensive review letter on project) 50%
- Request to withdraw application after issuance of staff report or SEPA threshold determination 35%
- Request to withdraw application following a public hearing or issuance of administrative decision 0%

Traffic report preparation fees, if addressed in a Hearing Examiner appeal, may be reimbursed to the extent directed by the Examiner in the Examiner's final decision.

**I. REVIEW OF PROJECTS IN UGA OUTSIDE CITY LIMITS WHERE CITY SEWER AND/OR WATER IS REQUESTED - 5**

The fee for city staff review of applications which have submitted a request to the City Council for utility extension services is 50% of the comparable land use permit fee as set forth in section A.

Utility Extension Request \$ 542.33

**J. ENGINEERING FEES**

**Traffic Report Preparation**

PM Peak Hour Trips	Base Fee	Fee for Additional
2-10	\$ 1,355.81	\$ 0.00
Over 10	\$ 1,355.81	Plus \$ per trip over 10 \$10.50

**Engineering Permit Fees:**

Public Works Variance	\$ 1,301.58
Building Review-Single Family Residence (SFR)	\$ 86.77
Right of way (Residential)	\$ 108.47
Right of way (Commercial)	\$ 162.70
Right of way (Temporary)	\$ 27.12
Water CRC (Non-SFR)	\$ 86.77
Sewer CRC (Non-SFR)	\$ 86.77
Transportation CRC (Non-SFR)	\$ 86.77
Comprehensive Plan Change (Utility Element)	\$ (plus consultant fees) \$1,301.58

Utility System Consistency Review \$ (plus consultant fees) \$1,301.58

**Engineering Plan Review Fees:**

Water: linear feet	\$ for 1st 150 linear feet (lf) + \$/lf \$162.70 +\$.030
Sewer: linear feet	\$ for 1st 150 linear feet (lf) + \$/lf \$162.70+ \$0.30
Street or street w/curb, gutter and sidewalk	\$ for 1st 150 linear feet (lf) + \$/lf\$162.70+ \$0.40
Curb, gutter and sidewalk only	\$ for 1st 150 linear feet (lf) + \$/lf \$162.70+ \$0.40
Storm: Number of catch basins	\$ for 1st + \$ for each additional\$119.31+ \$16.28
Storm: Retention and detention facilities	\$ each facility \$162.70
Lighting(per luminaire)	\$ + \$ per luminaire \$130.16+\$10.85
Signals	\$ per intersection \$542.33
Right-of-way access	\$ for each Access \$43.39
Resubmittal (3rd submittal)	\$ per hour (8 hour minimum) \$ 86.77

**Engineering Construction Inspection Fees:**

Water: linear feet	\$ for 1st 150 linear feet (lf) + \$/lf \$292.86+\$1.63
Sewer: linear feet	\$ for 1st 150 linear feet (lf) + \$/lf \$292.86 +1.63
Sewer: residential step system	\$ for each residence \$206.08
Street	\$ for 1st 150 linear feet (lf) + \$/lf \$292.86+\$1.20
Curb, gutter and sidewalk only	\$ for 1st 150 linear feet (lf) + \$/lf \$292.86+\$1.20
Storm	\$ per retention area + \$/lf pipe \$ 141.00+\$0.60
Lighting(per luminaire)	\$ + \$ per luminaire \$141.00+\$16.28
Signals	\$ per intersection \$1,117.19
Right-of-Way Access - Overhead	\$ for 1st 150 linear feet (lf) + \$0.08/lf \$314.55
Right-of-Way Access – Underground	\$ for 1st 150 linear feet (lf) + \$0.16/lf \$314.55+\$0.17
Grease interceptor permit	\$ 346.50

**Table 1-1  
Building Permit Fees**

Total Valuation	Fee
\$1.00 to \$500.00	\$ \$33.08
\$501.00 to \$2,000.00	\$ for the first \$500.00 plus \$ for each additional \$100.00 or fraction thereof to and including \$2,000.00 \$33.08 / \$4.88
\$2,001 to \$25,000	\$ for the first \$2,000.00 plus \$for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 \$95.45 / \$20.07
\$25,001.00 to \$50,000.00	\$ for the first \$25,000.00 plus \$ for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00 \$534.72 / \$14.09
\$50,001.00 to \$100,000.00	\$ for the first \$50,000.00 plus \$ for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00 \$879.65/ \$10.85
\$100,001.00 to \$500,000.00	\$ for the first \$100,000.00 plus \$ for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00 \$1,357.99 / \$8.68
\$500,001.00 to \$1,000,000.00	\$ for the first \$500,000.00 plus \$ for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00 \$4,419.94 / \$7.05
\$1,000,001.00 and up	\$ for the first \$1,000,000.00 plus \$ for each additional \$1,000.00 or fraction thereof \$7,665.22 / \$4.87
Demolition Permit	\$ \$118.22
<b>Building Permit Plan Review Fees</b>	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
<b>Base Plan Fees</b>	
Base Plan Application Filing Fee.	\$ \$54.23
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	70% of the plan review fee calculated under T 1-1 for new construction.



<b>Grading Plan Review Fees</b>	
100 Cu. Yds. or less	\$ \$32.97
101 to 1000 Cu Yds.	\$ \$50.98
1,001 to 10,000 Cu. Yds.	\$ \$68.32
10,001 to 100,000 Cu. Yds.	\$ for the first 10,000 plus \$ each additional 10,000 or fraction thereof. \$68.32 / \$34.16
100,001 to 200,000 Cu. Yds.	\$ for the first 100K plus \$ for each additional 10,000 or fraction thereof. \$368.78 / \$18.97
200,001 Cu. Yds. or more	\$ for the first 200,000 plus \$ for each additional 10,000 or fraction thereof. \$549.92 / \$ 10.85
<b>Grading Permit Fees</b>	
100 Cu. Yds. or less	\$ \$50.98
101 to 1000 Cu. Yds.	\$ for the first 100 Cu. Yds. plus \$ for each additional 100 Cu. Yds or fraction thereof. \$50.98/\$24.95
1,001 to 10,000 Cu. Yds.	\$ for the first 1,000 Cu. Yds. plus \$ for each additional 1,000 Cu. Yds. or fraction thereof.\$266.28/\$20.07
10,001 to 100,000 Cu. Yds.	\$ for the first 10,000 Cu. Yds. plus \$ for each additional 10,000 Cu. Yds. or fraction thereof.\$444.16/\$91.11
100,001 Cu. Yds or more	\$ for the first 100,000 Cu. Yds. plus \$ for each additional 10,000 Cu. Yds. or fraction thereof. \$1,257.10/\$50.98

**Table 1-2  
Square Foot Construction Costs<sup>a,b,c</sup>**

Group (2006 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	189.23	183.14	178.89	171.53	159.52	158.67	166.11	147.80	142.49
	Theaters, without stage	174.54	168.46	164.20	156.86	144.83	144.00	151.44	133.11	127.80
A2	Assembly, nightclubs	142.74	138.74	135.26	130.18	121.78	120.30	125.43	110.92	107.25
	Restaurants, bars, banq. halls	141.59	137.59	132.97	129.05	119.50	119.15	124.29	108.64	106.11
A-3	Assembly, churches	175.26	169.18	164.91	157.56	145.52	144.68	152.16	133.81	128.50
	General, comm.. halls, libraries museums	145.11	139.03	133.62	127.41	114.22	115.36	122.01	102.51	98.33
A-4	Assembly, arenas	141.59	137.59	132.50	129.05	119.50	119.15	124.29	108.64	106.11
B	Business	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
E	Educational	153.06	147.89	143.66	137.30	126.65	123.66	132.76	113.16	108.93
F-1	Factory/Industrial, mod. Hazard	88.39	84.34	79.30	76.89	66.44	67.58	73.76	56.66	53.83
F-2	Factory/Industrial, low hazard	87.26	83.19	79.30	75.76	66.44	66.44	72.62	56.66	52.69
H-1	High hazard, explosives	83.02	78.96	75.06	71.53	62.38	62.38	68.05	52.61	N.P.
H-2-4	High hazard	83.02	78.96	75.06	71.53	62.38	62.03	68.39	52.61	48.63
H-5	HPM	145.76	140.48	136.01	129.64	116.00	115.37	124.70	103.60	99.69
I-1	Institutional, supervised	143.92	138.99	135.25	129.76	119.05	139.99	125.83	109.42	105.08
I-2	Institutional, incapacitated	242.62	237.35	232.88	226.52	212.47	N.P.	221.57	200.06	N.P.
I-3	Institutional, restrained	165.57	160.29	155.83	149.47	137.22	135.44	144.51	124.81	118.62
I-4	Institutional, day care	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
M	Mercantile	106.37	102.36	97.73	93.80	84.82	84.47	89.04	73.95	71.43
R-1	Residential, hotels	145.37	140.43	136.69	131.21	120.56	120.50	127.33	110.92	106.61

								<b>Consent Agenda - 5</b>		
R-2	Residential, multi-family	145.36	139.42	134.95	128.36	115.80	115.71	123.92	104.23	99.04
R-3	Residential, 1/2 family	138.06	134.24	130.94	127.33	121.30	121.01	125.20	115.49	107.21
R-4	Residential, care/asst. living	143.92	138.99	135.25	129.76	119.05	118.99	125.83	109.42	105.08
S-1	Storage, moderate hazard	81.88	77.82	72.78	70.38	60.10	61.24	67.25	50.33	47.49
S-2	Storage, low hazard	80.73	76.68	72.78	69.25	60.10	60.10	66.11	50.33	46.35
U	Utility, miscellaneous	62.53	59.12	55.61	52.83	45.82	45.82	49.86	37.67	35.87

- a. Private garages use utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3  
Plumbing Permit Fees**

**Permit Issuance**

- 1. For issuing each permit \$27.12
- 2. For issuing each supplemental permit \$14.10

**Unit Fee Schedule (in addition to items 1 and 2 above)**

- 1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor) \$9.77
- 2. For each building sewer and each trailer park sewer \$20.07
- 3. Rainwater Systems - per drain (inside building) \$9.77
- 4. For each cesspool (where permitted) \$34.16
- 5. For each private sewage disposal system \$54.23
- 6. For each water heater and/or vent \$9.77
- 7. For each gas-piping system of one to five outlets \$7.06
- 8. For each additional gas-piping system outlet (per outlet) \$2.71
- 9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps \$20.61
- 10. For each installation, alteration, or repair of water piping and/or water treating equipment, each \$9.77
- 11. For each repair or alteration of drainage or vent piping, each fixture \$9.77
- 12. For each lawn sprinkler system on any one meter including backflow protection devices therefore \$9.77
- 13. For atmospheric-type vacuum breakers not included in item 12:
  - 1 to 5 \$7.06
  - over 5, each \$1.58
- 14. For each backflow protective device other than atmospheric-type vacuum breakers:
  - 2 inch (51 mm) diameter and smaller \$9.77
  - over 2 inch (51 mm) diameter \$20.07

15. For each gray water system	\$54.00
16. For initial installation and testing for a reclaimed water system (excluding initial test)	\$41.21
17. For each annual cross-connection testing of a reclaimed water system (excluding initial test)	\$41.21
18. For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas	\$68.33
19. For each additional medical gas inlet(s)/outlet(s)	\$7.06

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4  
Mechanical and Fuel Gas Permit Fees**

**Permit Issuance**

1. For issuing each permit \$33.08

**Unit Fee Schedule (in addition to issuance fee above)**

2. HVAC units up to and including 100,000 Btu	\$21.15
3. HVAC units over 100,000 Btu	\$26.03
4. Each appliance vent or diffuser without appliance	\$10.85
5. Repair of each appliance & refrigeration unit	\$18.98
6. Each boiler / compressor 100,000 Btu or 3 hp	\$21.15
Each over 100K to 500K Btu or over 3 hp to 15 hp	\$37.96
Each over 500K to 1,000K Btu or over 15 hp to 30 hp	\$52.06
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp	\$76.47
Each over 1,750K or over 50 hp	\$127.45
7. Each air handler up to 10,000 cfm	\$15.74
8. Each air handler over 10,000 cfm	\$26.03
9. Each VAV box	\$15.74
10. Each evaporative cooler other than portable type	\$15.74
11. Each ventilation fan connected to a single duct	\$10.85
12. Each ventilation system not part of a system under permit	\$15.18
13. Each hood served by mech. exhaust system including the ductwork	\$15.18
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts)	\$15.18
15. Each fuel gas piping system of one to five outlets	\$7.05
16. Each additional fuel gas outlet	\$2.71

**Plan Review Fee**

A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code.

**Table 1-5  
Fire System Permit Fees**

<b>Type of Fire Protection System</b>	<b>Fees (includes plan review, testing, and inspection)</b>
<b>Fire Alarm Systems</b>	
New Com./Multi. Fam. (first 4 zones)	plus per device \$471.28/ \$1.58
Additional zones	ea. plus per device \$59.12/ \$1.58
Tenant Improvement	plus per device \$353.59/ \$1.58
Additional Zones	plus per device \$59.12/ \$1.58
Residential (1-2 fam. dwellings)	plus per device \$189.27/\$1.58
Sprinkler supervision/notification only	plus per device \$200.66/ \$1.58
System upgrade	One half the above listed fees for new work.
<b>Fire Sprinkler Systems</b>	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads	+ /head \$206.08/ \$3.15
2. Each wet riser over 99 heads	\$577.04
3. Each dry riser over 99 heads	\$717.50
4. Each new deluge or pre-action system	\$717.50
5. Each new combination system	\$930.63
6. Sprinkler underground	\$148.60
7. Revision to existing system	+ / head \$65.08/ \$2.36
8. High piled stock or rack system	
Add to riser fee	\$370.95
NFPA 13D systems	
1. Per dwelling unit fee	\$297.19
<b>Standpipe Systems</b>	
1. Each new Class 1 system	
Dry system	\$285.26
Wet system	\$408.91
2. Each new Class 2 system	\$494.60
3. Each new Class 3 system	\$494.60
<b>Fire Pumps</b>	\$897.54
<b>Type I Hood Suppression Systems</b>	
1. Pre-engineered	\$233.19
2. Custom engineered	\$408.91
<b>Fixed Pipe Fire Suppression</b>	
1. Pre-engineered	\$247.30
2. Custom engineered	\$568.89

**Table 1-6  
Additional Services**

1. Inspections outside of normal business hours	per hour <sup>1</sup> \$65.08
2. Reinspection fee	per hour \$65.08
Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 <sup>nd</sup> reinspection =; 3 <sup>rd</sup> reinspection = etc.)\$130.16 / \$260.32	
3. Inspections for which no fee is specifically indicated	per hour \$65.08
4. Fire Code Operational Permit Inspection	per hour \$65.08
5. Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	per hour \$65.08
6. Temporary Certificate of Occupancy	\$235.91
7. Certificate of Occupancy for change in use	\$65.08
8. Adult Family Home licensing inspection	\$65.08
9. Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
10. Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.

<sup>1</sup> A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7  
Fire Code Operational and Construction Permit Fees**

<b>Operation</b>	<b>Fee</b>
Aerosol Products	\$65.08
Amusement Buildings	\$65.08
Aviation Facilities	\$129.61
Carnivals and fairs	\$65.08
Battery systems	\$129.61
Cellulose nitrate film	\$65.08
Combustible dust producing operations	\$65.08
Combustible fibers	\$65.08
<b>Exception: Permit not required for agricultural storage</b>	
Compressed gases	\$65.08
Exception: Vehicles using CG as a fuel for propulsion See IFC T. 105.6.9 for permit amounts	
Covered mall buildings - Required for: placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall; display of liquid or gas fired equipment in the mall; use of open flame or flame producing equipment in the mall.	\$65.08
Cryogenic fluids	\$65.08
Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading. See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants	\$65.08
Exhibits and trade shows	\$65.08
Explosives	\$129.61
Fire hydrants and valves	\$65.08
Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids	\$129.61
In accordance with IFC 105.6.17	
Floor finishing	\$65.08
In excess of 350 sq. ft. using Class I or Class II liquids	
Fruit and crop ripening	\$65.08
Using ethylene gas	
Fumigation and thermal insecticidal fogging	\$65.08
Hazardous materials	\$65.08
See IFC T. 105.6.21 for permit amounts	
HPM facilities	\$129.61
High piled storage	\$129.61
In excess of 500 sq. ft.	
Hot work operations	\$65.08
In accordance with IFC 105.6.24	
Industrial ovens	\$65.08
Lumber yards and woodworking plants	\$65.08
Liquid or gas fueled vehicles or equipment In assembly buildings	\$65.08



**Table 1-7  
Fire Code Operational and Construction Permit Fees - cont.**

LP Gas	\$129.61
Exception: 500 gal or less water capacity container serving group R-3 dwelling	
Magnesium working	\$65.08
Miscellaneous combustible storage	\$65.08
In accordance with IFC 105.6.30	
Open burning	\$65.08
Exception: Recreational fires	
Open flames and torches	\$65.08
Open flames and candles	\$65.08
Organic coatings	\$65.08
Places of assembly	\$65.08
Private fire hydrants	\$65.08
Pyrotechnic special effects material	\$65.08
Pyroxylin plastics	\$65.08
Refrigeration equipment	\$65.08
Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities	\$65.08
Rooftop heliports	\$125.48
Spraying or dipping	\$65.08
Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts	\$65.08
Temporary membrane structures, tents and canopies	\$65.08
Except as provided in IFC 105.6.44	
Tire re-building plants	\$65.08
Waste handling	\$65.08
Wood products	\$65.08
 <b>Required Construction Permits</b>	
Automatic fire extinguishing systems	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2	Ref. Table 1-3
Fire alarm and detection systems and related equipment	Ref. Table 1-5
Fire pumps and related equipment	Ref. Table 1-5
Flammable and combustible liquids - in accordance with IFC 105.7.5	\$129.61
Hazardous materials	\$129.61
Industrial ovens regulated under IFC Ch. 21	\$129.61
LP Gas - installation or modification of LP gas system	Ref. Table 1-4
Private fire hydrants - installation or modification of private fire hydrants	Ref. Table 1-5
Spraying or dipping - installation or modification of a spray room, dip tank, or booth	\$129.61
Standpipe system	Ref. Table 1-4
Temporary membrane structures tents and canopies Except as provided under IFC 105.7.12	Included in Op. Permit Fee



**Subject:** Resolution – Surplus Equipment

**Proposed Council Action:**

Adopt Resolution No. 778 to Surplus a 1998 Ford Vactor 2100, a 1998 Chevrolet ¾ Ton Pickup, and a 105 Gallon Truck Tank w/Pump.

**Dept. Origin:** Public Works-Operations

**Prepared by:** David Stubchaer, P.E.  
Public Works Director

**For Agenda of:** December 8, 2008

**Exhibits:** Resolution No. 778

Initial & Date

**Concurred by Mayor:**

*SLH 12/2/08*

**Approved by City Administrator:**

*PAK 12/2/08*

**Approved as to form by City Atty:**

*DR 12/2/08*

**Approved by Finance Director:**

*DR 12/2/08*

**Approved by Department Head:**

Expenditure Required	\$0	Amount Budgeted	\$0	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

Staff requests authorization to surplus the following equipment: One 1998 Ford Vactor 2100, Serial #1FDZW86F4WVA20274, Asset ID #0179, one 1998 Chevrolet ¾ Ton Pickup, Serial #1GCGK29R1WE143539, Asset ID #1018, and one 105 Gallon Truck Tank w/Pump, Delta Consolidated, Serial #093755, Model #480000. This resolution is required to surplus this equipment and send it to auction.

The 1998 Ford Vactor ( #0179) was replaced this year with a new 2008 International Vactor. The 1998 Ford Vactor was replaced because of age and lack of dependability.

The 1998 Chevrolet ¾ ton pickup was replaced in 2008 with a new truck.

The 105 Gallon Truck Tank w/Pump is obsolete. It was taken off a vehicle that was surplusd.

**FISCAL CONSIDERATION**

Proceeds from the auctioning of these items will go to the general fund.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Adopt Resolution No. 778 to Surplus a 1998 Ford Vactor 2100, a 1998 Chevrolet  $\frac{3}{4}$  Ton Pickup, and a 105 Gallon Truck Tank w/Pump.

RESOLUTION NO. 778

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE  
FOR SALE.**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

**WHEREAS**, the City may declare such equipment surplus and eligible for sale;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	<b>EQUIPMENT</b>	<b>SERIAL / Asset ID number</b>	<b>Mileage</b>
1	1998 Ford Vactor 2100	1FDZW86F4WVA20274	13,803/ 3398 hours
2	1998 Chevrolet ¾ Ton Pickup	1GCGK29R1WE143539	87,229
3	105 Gallon Truck Tank w/Pump	Serial #093755	N/A

PASSED ON THIS 8<sup>th</sup> day of December, 2008.

APPROVED:

\_\_\_\_\_  
MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 12/1/08  
PASSED BY THE CITY COUNCIL: 12/8/08  
RESOLUTION NO. 778



Subject: Proposed Rossi Annexation (ANX-08-0003)

Proposed Council Action: Set January 12, 2009 as the date for a public meeting to discuss the Rossi Annexation

Dept. Origin: Planning Division
Prepared by: Tom Dolan
For Agenda of: December 8, 2008
Exhibits: Legal Description, Map

Initial & Date

Concurred by Mayor: [Signature] 12/1/08
Approved by City Administrator: [Signature] 12/1/08
Approved as to form by City Atty: [Signature]
Approved by Finance Director: [Signature] 12/2/08
Approved by Department Head: [Signature] 12/1/08

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

INFORMATION / BACKGROUND

The City has received an annexation petition from Judith Rossi to annex a single parcel of land located at 5919 Soundview Drive (see attached map). As Ms. Rossi is the owner of the parcel, the petition has been signed by 100% of the property owners and therefore, the City Council must conduct a public meeting to determine:

- 1. Whether the City Council will accept, reject, or geographically modify the proposing of this area for annexation;
2. Whether the City Council will require the simultaneous adoption of a proposed zoning code; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed; and,
4. Whether the City Council will require additional annexation conditions.

BOARD OR COMMITTEE RECOMMENDATION

N/A

**RECOMMENDATION / MOTION**

Set Monday January 12, 2009 as the date for a public meeting to consider the Rossi Annexation.

**NOTE ATTACHED EXHIBITS:**

- 1. Attached Legal Description**
- 2. Map of Boundaries**



**Pierce County**  
Assessor-Treasurer  
**KEN MADSEN**

2401 South 35th Street Rm 142  
Tacoma, WA 98409-7498  
(253) 798-6111  
(800) 992-2456 (outside local area, WA only)  
Printed: 02/13/08

**TAX PROPERTY DESCRIPTION**

Parcel Location: 5919 SOUNDVIEW DR NW  
TAX AREA CODE: 472  
Section 17 Township 21 Range 02 Quarter 13 SHORE ACRES:  
SHORE ACRES POR OF L33 DESC AS FOLL E 125 FT OF W 257.1 FT  
OF S 73.94 FT OF N 233.94 FT ITEM 11 NE-17-21-02E OUT OF  
093-6 SEG J-3156 S5

*Legal Description*

**VALUE INFORMATION FOR 2008 TAX**

MARKET LAND: 44,800

TOTAL MARKET VALUE 44,800  
GENERAL LEVY RATE PER \$1000 OF VALUE 9.21706356

CALCULATED GENERAL TAX 412.92

**Tax Reduction:** If your property is damaged or destroyed, you may be eligible for reduced assessed value for taxes payable in the year that the loss occurred. Please call (253) 798-6111 for additional information.

**3-year deferral:** If you improve your single family residence by adding new rooms, decks, patios or other improvements, you may apply for a 3-year exemption from taxes on the value of the physical improvement. You must apply for the deferral before construction is complete. Please call (253) 798-6111 for additional information.

**Current Use/Open Space:** If you have agricultural, open space or timber lands you may apply to qualify for the Current Use/Open Space Program. This generally means a reduced assessed value for the duration of the classification but removal may result in penalties and interest charges. Please call (253) 798-6111 for additional information.

**GENERAL TAX DISTRIBUTION**

1% LIMIT HAS BEEN APPLIED

STATE	92.68
LOCAL SCHOOLS	94.44
COUNTY	46.80
CONSERVATION FUTURES	1.75
PARKS AND RECREATION	
CITY	
METROPOLITAN PARK DISTRICT	14.83
PORT	8.29
ROADS	62.74
FIRE	71.58
LIBRARY	
WATER	
TOTAL GENERAL TAX DISTRIBUTION	412.92
\$103.79 OF THE GENERAL TAX WAS APPROVED BY THE VOTERS	

**2008 CURRENT TAXES**

GENERAL PROPERTY TAX:	412.92
ASSESSMENTS/CHARGES	
SURFACE WATER CHARGE:	15.00
NOXIOUS WEED CONTROL:	1.39
PIERCE CONSERVATION DISTRICT:	5.00
ASSESSES/CHARGES SUB-TOTAL:	21.39

**2008 CURRENT AMOUNT DUE: \$434.31**

YEAR DELINQUENCY DUE SECTION INT/PEN TO APR 30 TX

**TOTAL AMOUNT \$434.31**

EXHIBIT "A"

EXHIBIT B

Consent Agenda - 7

Soundview Drive

LIMITS

COUNTRY SQUIRE CONDO 900464

BUTLERS SOUND VIEW TRACTS 228850

EXISTING

B & B CONDO

280000

WICK ADD

954000

OLYMPIC TOWNHOUSE CONDO

653350

SP 92-0-17-037

SOUNDVIEW PARK BINDING SITE PLAN

400006

CITY LIMITS

REID DRIVE PLAT 400223

SP 91-02-2-0048

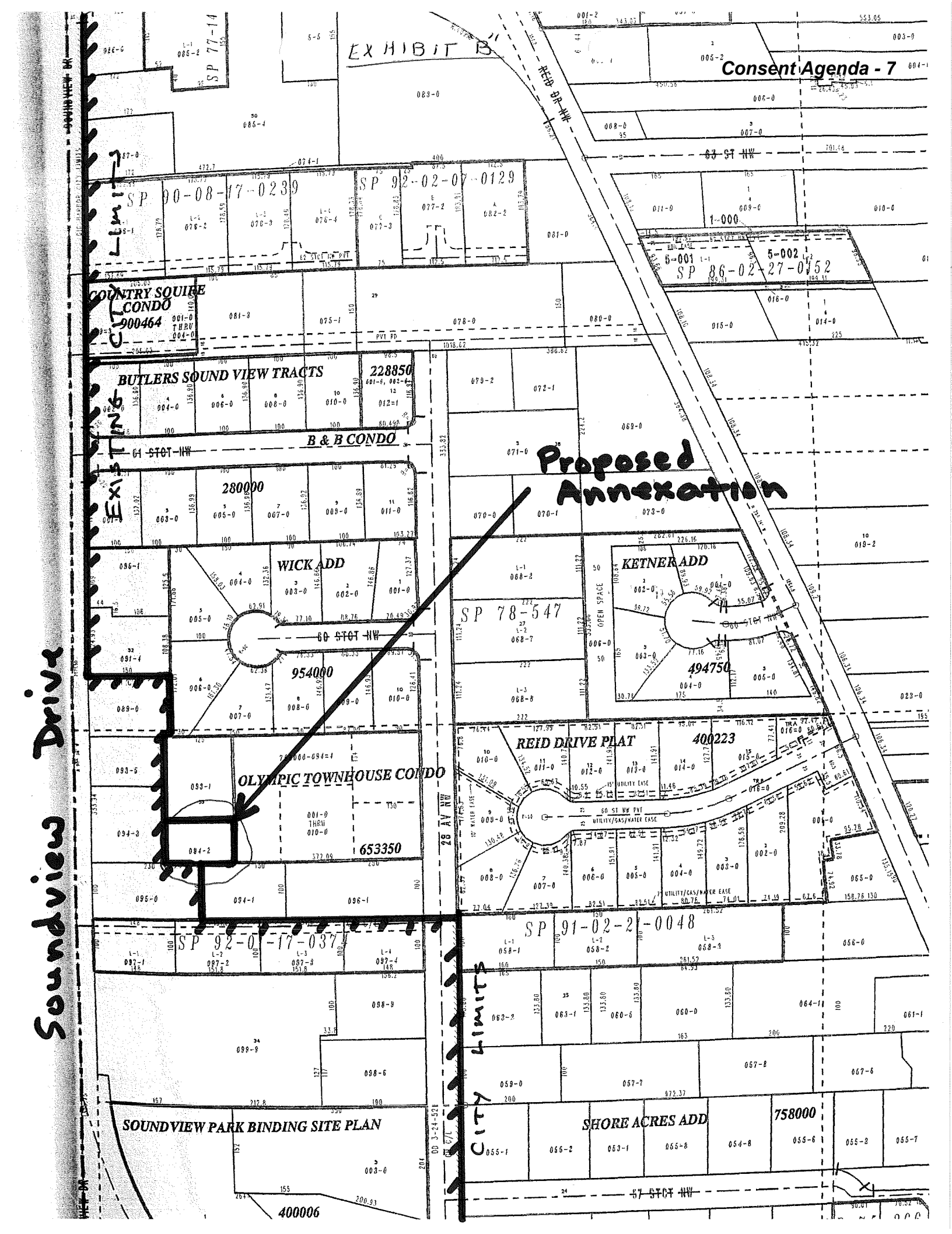
SHORE ACRES ADD 758000

SP 78-547

KETNER ADD 494750

SP 86-02-27-0752

Proposed Annexation





WASHINGTON STATE LIQUOR CONTROL BOARD-License Services  
3000 Pacific Ave SE - P O Box 43075  
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

December 1, 2008

SPECIAL OCCASION # 093641

HOMESTEAD GROUP HOME  
8802 RANDALL DR  
GIG HARBOR WA 98332

DATE: JANUARY 23 & 24, 2009

TIME: 6 PM TO 9 PM

PLACE: BEST WESTERN WESLEY INN, 6575 KIMBALL DR, GIG HARBOR

CONTACT: SUE BRAATEN 253-858-9690

**SPECIAL OCCASION LICENSES**

- \*  License to sell beer on a specified date for consumption at specific place.
- \*  License to sell wine on a specific date for consumption at a specific place.
- \*  Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- \*  Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

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 want a hearing before final action is taken? YES\_\_ NO\_\_

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

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



**Subject:** Nikolich Temporary Construction Easement

**Proposed Council Action:** Authorize the Mayor on behalf of Council to approve the Nikolich Temporary Construction Easement for the Eddon Boat Building Restoration Project

**Dept. Origin:** Administration

**Prepared by:** Lita Dawn Stanton  
Special Projects

**For Agenda of:** December 8, 2008

**Exhibits:** Agreement

Initial & Date

**Concurred by Mayor:**

CLH 12/3/08

**Approved by City Administrator:**

RYK

**Approved as to form by City Atty:**

C-MAIL ATTACHED

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$ -0-	Budgeted \$ 980,000	Required \$ -0-

**INFORMATION / BACKGROUND**

The Eddon Boat Building Restoration Project will begin in January 2009. Work includes reconstruction of a small retaining wall and improved drainage near the northwest side of the structure. This agreement provides adequate space on the adjacent property to do the reconstruction work. It also includes permission to remove one maple tree with roots that are encroaching under the Eddon Boat Building foundation.

**FISCAL CONSIDERATION**

n/a

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to approve a Temporary Construction Easement with the property owner, Steve Nikolich, for the Eddon Boat Building Restoration Project.

**Stanton, Lita**

---

**From:** Carol Morris [carol\_a\_morris@msn.com]  
**Sent:** Friday, November 21, 2008 7:50 AM  
**To:** Stanton, Lita  
**Subject:** RE: Eddon Boat Restoration Project

LD: Fine but make sure that the document addresses removal, who will take the tree away, etc. The owner could later come back and say that the wood was valuable, and we owe him for that. There is a statute allowing someone treble damages for cutting trees on someone else's property, so make sure that every detail of what you are doing is clear.

Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
(360) 830-0328  
F: (360) 850-1099

---

**Subject:** RE: Eddon Boat Restoration Project  
**Date:** Thu, 20 Nov 2008 18:38:39 -0800  
**From:** StantonL@cityofgharbor.net  
**To:** carol\_a\_morris@msn.com

Carol:  
Except for clarification as to whether the stump will be removed (in red), attached is the final.  
Is it acceptable?  
Thanks,  
Dawn.

---

**From:** Carol Morris [mailto:carol\_a\_morris@msn.com]  
**Sent:** Thursday, November 20, 2008 12:04 PM  
**To:** Stanton, Lita  
**Subject:** RE: Eddon Boat Restoration Project

HI: I won't be the attorney there so it doesn't matter to me. I have always had a public works person walk the property with a video camera and that works great.

Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
(360) 830-0328  
F: (360) 850-1099

**AGREEMENT FOR DEDICATION OF A  
TEMPORARY CONSTRUCTION EASEMENT  
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2008, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and Steven J. Nikolich, a married man, who is the owner of the property described below as his separate estate, (hereinafter the "Owner"), whose mailing address is 3017 200<sup>th</sup> Avenue East, Lake Tapps, WA 98391-9034.

**R E C I T A L S**

WHEREAS, the Owner Steven Nikolich is the owner of a fee or substantial beneficial interest in the real property commonly known as 3807 Harborview Drive (Tax Parcel Number 0221053122), (hereinafter the "Property") legally described in **Exhibit A** which is attached hereto and by this reference incorporated herein;

WHEREAS, the Owner has agreed to dedicate a Temporary Construction Easement to the City, which easement is legally described in **Exhibit B** (the "Temporary Construction Easement") which is attached hereto and by this reference incorporated herein, for construction purposes associated with the Eddon Boat Building Restoration Project; and

WHEREAS, the City requires the Temporary Construction Easement over the Property in order to repair the drainage channel and retaining wall located at the northwest corner of the Eddon Boat Building (located on the City's property); and

WHEREAS, the Owner has given permission to the City to remove a maple tree located on the property line because the root system is encroaching under the northwest portion of the Eddon Boat Building concrete; and

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

**T E R M S**

Section 1.

**A. Grant.**

1. TEMPORARY CONSTRUCTION EASEMENT. The Owners hereby grant a nonexclusive Temporary Construction Easement for the purpose necessarily and reasonably related to obtain access to

repair the drainage channel and retaining wall located at the northwest corner of the Eddon Boat Building, along, in, upon, under and over the Owners' property as the easement is legally described in **Exhibit A** and as depicted in a drawing attached hereto and incorporated herein as **Exhibit B**.

2. TREE REMOVAL. The Owner gives permission to the City to remove the tree located on the property line (the approximate location marked on **Exhibit B** and pictured on **Exhibit C**) at the City's cost. The City will remove all wood and debris associated with the tree removal. Some overhanging limbs next to the subject tree may require trimming. After the tree is removed, the City will apply a woody debris herbicide to the stump within one hour of the final cut to stop any re-growth.
3. SCHEDULE. The City shall, upon completion of any work within the Property covered by this easement, restore the surface of the easement and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. This Temporary Construction Easement shall commence on the date the City Council awards the Restoration project, and shall terminate on the date the improvements are accepted by the City Council. The timeframe for this project is anticipated to begin in January of 2009 and be completed by July of 2009. The parties acknowledge that the City makes no guarantee as to the dates of commencement or completion of the project necessitating this easement, and that these dates are a general estimate only.

B. **Conditions**. The temporary easement described above is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the Restoration project.
2. The Owners shall not use any portion of the areas within the temporary easement for any purpose inconsistent with the City's Restoration project during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary easement during the term of this Agreement.
3. The City shall have all necessary access to the temporary easement without prior notification to the Owners.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and

maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. 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.

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

**PROPERTY OWNER:**

\_\_\_\_\_

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

**ACCEPTANCE:**

CITY OF GIG HARBOR

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

Attest:

By: \_\_\_\_\_  
City Clerk

Approved as to form:

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

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: \_\_\_\_\_

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,

Title: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

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  
TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

The temporary Construction Easement includes the entire parcel number 0221053122 and whose property legal description is:

Section 05, Township 21, Range 02, Quarter 32

Commitment No. 3117984-C

New Parcel B as shown on Record of Survey for Boundary Line Adjustment recorded under Auditor's No. 200309045001, in Pierce County Washington.



**EXHIBIT B**  
**TEMPORARY CONSTRUCTION EASEMENT DRAWING & TREE LOCATION**

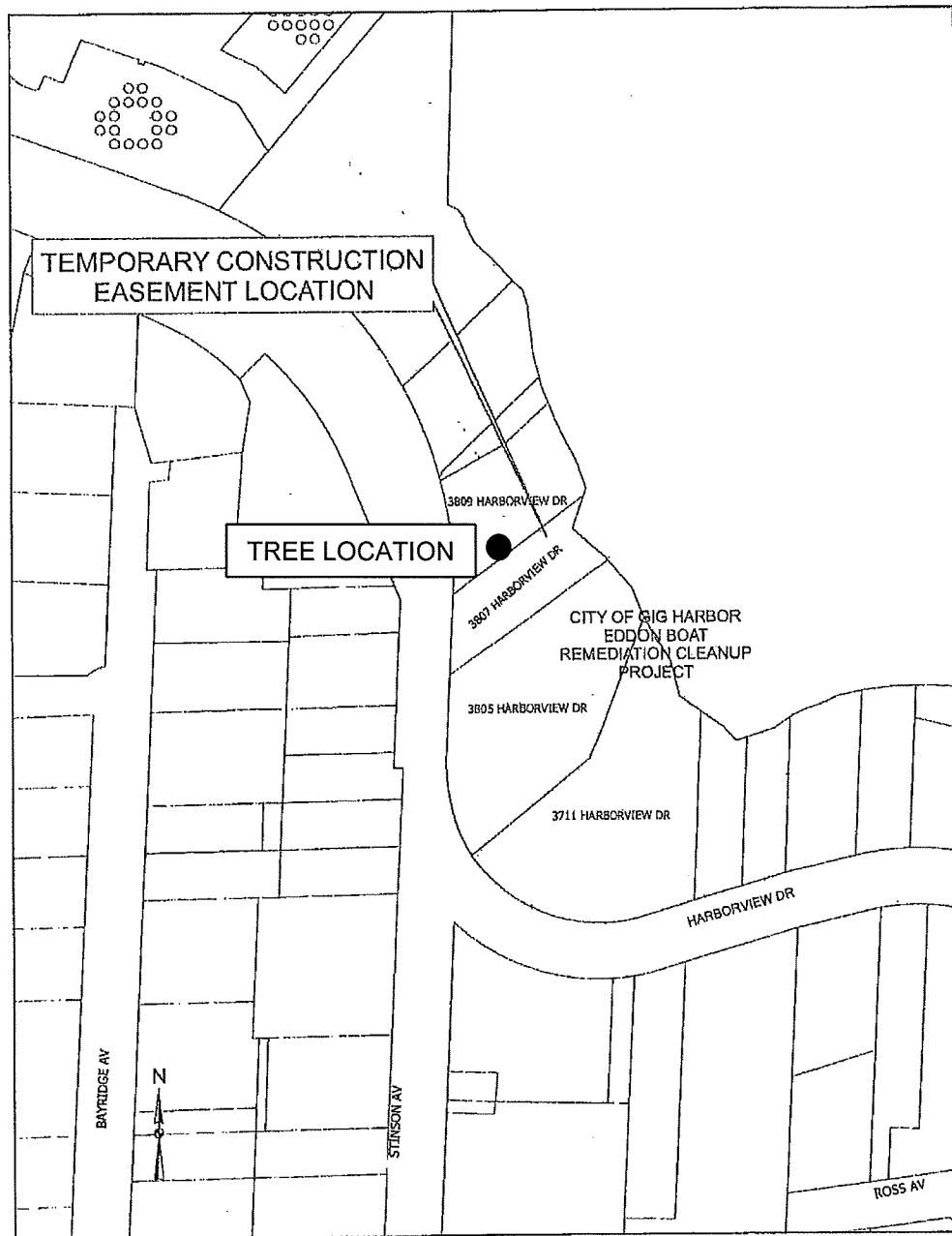


EXHIBIT C  
TREE REMOVAL





**Subject:** Harbor History Museum  
Conservation Easement Phase I  
Environmental Site Assessment

**Proposed Council Action:** Authorize the Mayor on behalf of Council to approve the Consultants Agreement for a Phase I Environmental Site Assessment for the Harbor History Museum Conservation Easement.

**Dept. Origin:** Administration  
**Prepared by:** Lita Dawn Stanton  
Special Projects  
**For Agenda of:** December 8, 2008  
**Exhibits:** Consultants Contract  
Scope of Services

Initial & Date

**Concurred by Mayor:** CLH 12/3/08  
**Approved by City Administrator:** PK  
**Approved as to form by City Atty:** SCOTT SNYDER  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** \_\_\_\_\_

Expenditure		Amount		Appropriation	
Required	\$3,750	Budgeted	\$3,750	Required	-0-

**INFORMATION / BACKGROUND**

In November of 2006, an Agreement between the City and the Gig Harbor Peninsula Historical Society (GPHS) was signed for the purpose of developing a final Purchase and Sale Agreement for the triangle portion of the Museum's parcel at Donkey Creek (in 2008) and a Conservation Easement over Harbor History Museum property (in 2009). The City initiated a Phase I Environmental Site Assessment for the Conservation Easement portion (see map attached). Environmental consultants Robinson, Noble & Saltbush Inc. will perform this work.

**FISCAL CONSIDERATION**

This expenditure will come from the Parks Development Fund for Professional Services.

**BOARD OR COMMITTEE RECOMMENDATION**

None

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor on behalf of Council to approve the contract with Robinson, Noble & Saltbush for a Phase I Environmental Site Assessment on the GPHS Conservation Easement not to exceed \$3,750.00.

Towslee, Molly

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**From:** W. Scott Snyder [ssnyder@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 9:57 AM  
**To:** Stanton, Lita  
**Cc:** Towslee, Molly; Angela S. Belbeck  
**Subject:** RE: Harbor History Museum Conservation Easement

The agreement is approved as to form. Please note that I have reviewed the agreement and approve it, while the scope of work was reviewed by the city's environmental attorney Bill Joyce who confirmed his approval of the scope by phone this morning.

Good to go.  
Scott

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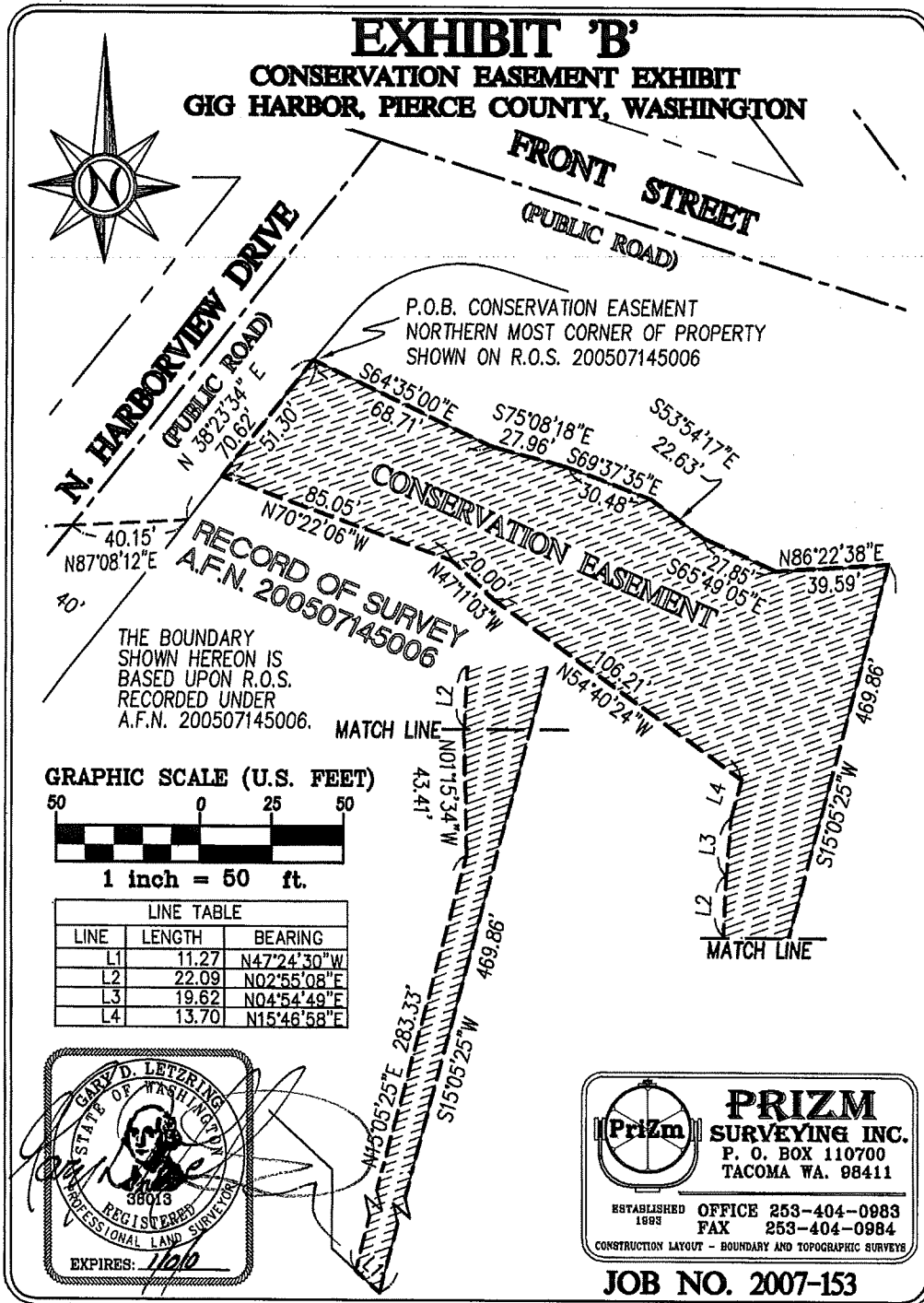
**From:** Stanton, Lita [mailto:StantonL@cityofgigharbor.net]  
**Sent:** Wednesday, December 03, 2008 1:53 PM  
**To:** W. Scott Snyder  
**Subject:** Harbor History Museum Conservation Easement

Scott:

Attached is a contract for a Phase I Environmental Assessment on the Harbor History Conservation Easement property that was part of a Purchase and Sales Agreement in 2006. This is a standard form that Carol has approved (as recently as last month) for another Phase I with the same consultants.

Will you have time to review it (ROBINSONS NOBLE SALTBUSH CONTRACT 12-2008.pdf) so that it can be added to Council's agenda this Monday? (I've also attached all the Exhibits just in case you also wanted to see the scope of work and rates.)

Thank you,  
Lita Dawn  
853-7609





December 3, 2008

Lita Dawn Stanton  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

Re: Scope of work and cost estimate for a Phase I Environmental Assessment for the Harborview Conservation Easement

Dear Lita Dawn:

Robinson, Noble & Saltbush would be pleased to complete a Phase I Environmental Site Assessment (Phase I) for the above-referenced site. The Phase I will be performed in accordance with the attached scope of services, which is based on standard industry practices and ASTM Standard E1527-05. Unless an item is specifically addressed in the noted scope of services and discussed herein, it should be assumed that it is not included in the scope of work for this project. As discussed with your environmental counsel, we will evaluate the potential environmental risk (with respect to identified ASTM Recognized Environmental Conditions) of proposed project actions in addition to the standard Phase I ESA criteria noted on the attached scope of services.

Based on our understanding of the project, we estimate the cost of our services to be \$3,750. Should you decide to pursue some or all of the work discussed above, please provide us with an authorized purchase order or your contract for our review and execution. We estimate completion of the project 20-30 working days following the return of the executed purchase order or contract, and provided submittal of site access authority documentation is received within five days of the contract execution. Two hard copies of the project report will be provided. Additional hard copies or electronic copies of report will be provided at a cost of up to \$125 each.

We hope this scope of work and cost estimate is adequate for your needs. Please contact us if we can provide additional information or modify the scope of work to better assist you. If at any time prior to or during this project you identify a concern or problem with our work or progress that cannot be resolved by the assigned Robinson, Noble & Saltbush project manager, please contact Joseph Becker, our company President, and he will make every effort to resolve the issue to your satisfaction.

Sincerely,  
**Robinson, Noble & Saltbush**

John F. Hildenbrand

A handwritten signature in black ink, appearing to read "John F. Hildenbrand", written in a cursive style.

Environmental Services Manager  
Associate Environmental Scientist

**Exhibit A**  
**Phase I Environmental Site Assessment Scope of Services**

Phase I Environmental Site Assessments (Phase I ESA, also known as Level One ESA studies) are conducted to protect a property owner from assuming an unknown environmental risk. The assessment gathers available information regarding past or present site activities which have the potential to cause environmental contamination. Robinson, Noble & Saltbush performs Phase I ESA's generally following the format and content of ASTM Standard E-1527-05. For this project the Client has elected ASTM Standard E 1527-05. Depending on the nature of the site being evaluated and the requirements of the Client, additional elements beyond the scope of the ASTM standard may be included. Any additional scope of service items are detailed in the professional services agreement (PSA) to which this scope of service is attached. If an item is not indicated herein or in the applicable PSA, it is not included in the project.

The standard components of the Phase I ESA will include:

- Identification of past and present site ownership and uses (as deemed relevant to evaluating the subject site).
- Inspection of the site and any structures for the presence of potentially hazardous substances. Any areas not inspected will be clearly noted in the project report.
- Description of site environmental characteristics; such as the size, layout, extent of development, natural features, etc.
- An assessment of hazardous material or waste storage, handling, or disposal practices as they pertain to evaluate the presence of an actual, and/or material threat of, a hazardous substance release. For the purposes of the Phase I ESA, a hazardous substance includes petroleum products.
- An assessment of nearby properties whose activities may have an environmental impact on the subject property.
- Conclusions regarding potential problems and recommendations for further action.

In performing the assessment Robinson, Noble & Saltbush, Inc. will utilize a review of selected available public records, historical research, an inspection of the site, and may conduct interviews with tenants, owners, and/or public agency officials to evaluate the potential environmental liabilities associated with a property.

**Records Review**

Review of public agency records can provide significant background information on the site, including ownership history; past uses; permits or inventories for hazardous materials or wastes; reported spills, releases or known contamination; or other regulatory actions. Agencies which may be contacted include local assessor's office, planning department, utility district, fire department, health department, agricultural commissioner, or air quality management district. State environmental protection agencies, such as the Washington State Department of Ecology, maintain databases of sites which have been investigated and may also be contacted. The U.S. Environmental Protection Agency also maintains databases of hazardous waste generators or sites with hazardous waste contamination. Robinson, Noble & Saltbush, Inc. will search applicable data bases using a data extraction and reporting firm. We may also conduct a physical review of agency files as deemed necessary. Also included will be relevant files maintained by Robinson, Noble & Saltbush concerning cleanup activities previously conducted for Peninsula Light.

**Historical Research**

In order to review past use of the property, documents such as title history, maps, building permits, or aerial photographs may be reviewed as appropriate. Maps, such as parcel, topographic and fire-insurance maps, will also be reviewed as applicable.

**Site Inspection**

A site inspection will be conducted to evaluate the subject for site activities or uses which pose a high potential for environmental contamination. These items include but are not limited to:

- storage tanks (underground and above ground)
- water wells (domestic, agricultural or industrial)
- waste water systems
- drums or chemical storage areas
- ponds or surface impoundments
- maintenance or shop areas
- sumps or storm drains
- stained soil or pavement
- transformers
- piles of waste or trash
- dead or dying vegetation
- unusual odors
- other observations that in the opinion of the field investigator indicate the possible presence of conditions of concern.

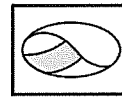
**Interviews**

In order to determine current and past site practices, interviews with persons familiar with the site may be conducted. This may be done in person, in writing or via telephone. Examples of the types of individuals that may be contacted include: property owners, site managers, former employees, neighbors, and/or local agency officials.

**Report**

The activities described above will be documented in a report. The report will present the findings of the assessment and any recommendations for further action, if necessary. Be advised that the Phase I ESA does not typically include the collection of environmental samples.





**General Fee Schedule  
September 1, 2008  
Exhibit B**

<b>Professional Position</b>	<b>Typical Duties</b>	<b>Fee Per Hour</b>
<b>Principal Hydrogeologist/ Environmental Scientist</b>	Service requiring the scientific expertise of company principals. Includes top-level project review and control, client liaison, and hydrogeologic analysis.	\$105 - \$165
<b>Senior Associate</b>	Senior Associate-level project management, client liaison, field services, project analysis, and report writing.	\$105 - \$145
<b>Associate Hydrogeologist/ Environmental Scientist</b>	Associate-level project management, client liaison, field services, project analysis, and report writing.	\$105 - \$121
<b>Senior Hydrogeologist/ Environmental Scientist</b>	Senior-level project management, client liaison, field services, data interpretation and analysis, and report writing.	\$92 - \$121
<b>Project Hydrogeologist/ Environmental Scientist</b>	Field services; data collection, reduction, interpretation and analysis; and report writing.	\$92 - \$105
<b>Draftsperson/Technician</b>	Technical illustration/CADD, production layout, technical aide.	\$75 - \$85

<b>Service Category</b>	<b>Typical Duties</b>	<b>Fee Per Hour</b>
<b>Legal Support/Testimony</b>	Expert witness services.	150% of above rates
<b>Administrative Services</b>	Contracts, technical specifications, administrative tasks, grammatical editing.	\$62 - \$75
<b>Typist/Clerical Support</b>	Word processing, report preparation or reproduction, general office tasks	\$56 - \$62
<b>Subcontracts/Management Fee</b>	Professional Services Outside Laboratory Services Construction Subcontracts	Negotiated 15% 15%
<b>Other Costs</b>	Travel (Auto) Travel (Other) Per Diem Other Direct Expenses	\$0.62/mile Cost + 5% Prevailing State rates Cost + 5%
	<i>Equipment Rental</i>	<i>See following pages</i>

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Hydrogeologic Equipment Rental Schedule  
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
<b>Water Level Transducer and Data Logger</b>	First five days	\$80
	Each day thereafter	\$27.50
<b>Field Laptop Computer</b>	Per day	\$30
<b>Electric Water Level Sounder(s)</b>	<b>0 to 300 ft</b>	Flat fee per project \$30
	<b>over 300 ft</b>	Flat fee per project \$60
<b>DC Submersible Purge Pump</b>	Per pump	\$80
<b>Double-Ring Infiltrometer</b>	Per day	\$50
<b>Schonstedt Gradient Magnetometer</b>	Per day	\$75
<b>Geonics EM-61 Metal Detector</b>	Per day	\$500
<b>Downhole Gamma/Resistivity/Temperature Logging Equipment (includes Draw Works)</b>	Per day	\$1,100
<b>Downhole Analog Caliper Logging Equipment</b>	Per well	\$100
<b>Draw Works</b>	Per well	\$525
<b>Mechanical Sieve Sample Equipment</b>	Flat fee per well	\$50
<b>2-inch Gasoline-powered Centrifugal Pump (includes hoses)</b>	Per day	\$55
<b>2-inch Submersible Pump + Controller</b>	Per day	\$180
<b>Generator</b>	Per day	\$70
<b>Survey Gear (laser level &amp; rod)</b>	Per day	\$85
<b>FlowTracker Acoustic Doppler Velocimeter Stream Gaging Equipment</b>	Per day	\$200
<b>GPS</b>	Per day	\$22.50
<b>Other Equipment</b>	Negotiated	Negotiated

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**Environmental Equipment Rental and Consumable Schedule  
October 1, 2007**

<u>Equipment</u>	<u>Unit</u>	<u>Rate</u>
Water level transducer and data logger	Per day	\$100
Field Laptop Computer	Per day	\$50
Electronic Water Level Sounder	Per day	\$30
Electronic Interface Probe	Per day	\$75
DC Submersible Purge Pump	Per pump	\$80 first pump, \$40 each additional pump
DC-operated Peristaltic Pump	Per day	\$40
2-inch Gasoline-powered Centrifugal Pump	Per day	\$100
2-inch Submersible Pump + Controller	Per day	\$350
Generator	Per day	\$60
Low-Flow Bladder Pump	Per day	\$175
Photoionization Detector	Per day	\$75
Combustible Gas Indicator	Per day	\$65
Water Quality Meter	Per day	\$200
Teflon Water Bailer	Per day	\$30
Soil Sampling Equipment (manual)	Per day	\$25
Soil Sampling Equipment (power)	Per day	\$40
Mechanical Sieve Sample Equipment	Flat fee per project	\$25
Survey Gear (laser level & rod)	Per day	\$80
Soil Vapor Extraction System	Per Month	\$750
Atmospheric Condition Monitoring Unit	Per day	\$50
Other Equipment	Negotiated	Negotiated
<b><u>Consumable Items:</u></b>		
Polyethylene Purge/Sampling Tubing	Each 10 feet	\$2.50
Silicone Peristaltic Pump Head Tubing	Each foot	\$4.00
Bladders for Low-Flow Bladder Pump	Each	First 3 Free - \$5.00 each additional bladder
Water Sample Bailer	Each	\$10
Bailer Rope/String	Each 10 feet	\$1.00
Personal Protection Equipment	Per day per person	\$50

This fee schedule is subject to change according to contract or Professional Services Agreement conditions.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ROBINSON, NOBLE & SALTBUSH, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Robinson, Noble & Saltbush, Inc., a corporation organized under the laws of the State of Washington located and doing business at Tacoma, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in environmental services and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 3, 2008, 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 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 fifty dollars (\$3,750) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

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

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

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by January 20, 2009; 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 Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and reasonable attorneys' fees to the extent arising out of or in connection with the Consultant's performance of services under this Agreement. 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.

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 or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 or Director of Operations 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:  
Robinson, Noble & Saltbush, Inc.  
ATTN: John Hildenbrand  
3011 S. Huson Street, Suite A  
Tacoma, WA 98409  
(253) 475-7711

City of Gig Harbor  
ATTN: Lita Dawn Stanton  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7609

### **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\_\_.

By: [Signature]  
CONSULTANT  
Its Principal  
CORP. SECRETARY

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

Notices to be sent to:  
Robinson, Noble & Saltbush, Inc.  
ATTN: John Hildenbrand  
3011 S. Huson St., Suite A  
Tacoma, WA 98409  
(253) 475-7711

City of Gig Harbor  
ATTN: Lita Dawn Stanton  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7609

APPROVED AS TO FORM:

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

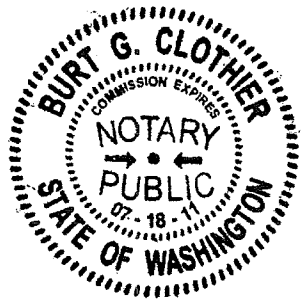
ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIEPIEC )

I certify that I know or have satisfactory evidence that LARA PIECHONSKI 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 SEC/TREASURER of ROBINSON, NOBLE & SALT BUSH, INC. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12.2.08



[Signature]  
BURT CLOTHIER  
(print or type name)

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

TACOMA, WA

My Commission expires: 07-18-11

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: \_\_\_\_\_



**Subject:** Sanitary Sewer Facilities Easement and Maintenance Agreement – Canterwood Division Eleven Phase Three and Four (EN-07-0122)

**Proposed Council Action:** Approval of the Sanitary Sewer Facilities Easement and Maintenance Agreement as presented.

**Dept. Origin:** Engineering Division  
**Prepared by:** Willy Hendrickson  
Engineering Technician

**For Agenda of:** December 8, 2008

**Exhibits:** Sanitary Sewer Facilities Maintenance Agreement

Initial & Date

**Concurred by Mayor:** CH 12/2/08  
**Approved by City Administrator:** AK  
**Approved as to form by City Atty:** SEE EMAIL  
**Approved by Finance Director:** N/A  
**Approved by Department Head:** DK 12/2/08

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

As a condition of project approval of the Canterwood Division Eleven, Phase three and four project located at 5403 Baker Way, Gig Harbor, and owned by Canterwood Development Company, a Sanitary Sewer Facilities Maintenance Agreement is required. This will ensure that the sanitary sewer system will be constructed, operated and maintained in accordance with all applicable rules and regulations. The sanitary sewer system is located on private property and will be privately owned. The City will not be responsible for the operation and maintenance of this system. This agreement allows 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 Facilities Easement and Maintenance Agreement as presented.

Hendrickson, Willy

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**From:** W. Scott Snyder [ssnyder@omwlaw.com]  
**Sent:** Wednesday, December 03, 2008 9:50 AM  
**To:** Hendrickson, Willy  
**Cc:** Towslee, Molly  
**Subject:** RE: Sewer Maintenance Agreement

Molly

I approved this document as to form. Shall I sign approved on Monday or is this electronic approval sufficient?

Scott

---

**From:** Hendrickson, Willy [mailto:hendricksonw@cityofgigharbor.net]  
**Sent:** Tuesday, December 02, 2008 3:18 PM  
**To:** W. Scott Snyder  
**Subject:** Sewer Maintenance Agreement

Scott,  
Attached is the City's standard Sewer Maintenance Agreement for your review. It is scheduled to go the Council Meeting on Dec. 8. I have worked with Carol Morris many years on these agreements and pre-approve them before they go to Council. I worked with the owner and made them correct some minor changes, so the final draft of this agreement now conforms in format and content and should be ready for Council.  
Thank you,

*Willy Hendrickson*  
Engineering Technician  
phone: (253) 853-7617  
fax: (253) 853-7597  
[hendricksonw@cityofgigharbor.net](mailto:hendricksonw@cityofgigharbor.net)

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)**

Canterwood Development Company

**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 25, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M.

Canterwood Division Eleven Phase 3 Plat.

Full Legal on Page 10 - EXHIBIT A

**Assessor's Property Tax Parcel or Account number:** 012225-1051

**Reference number(s) of documents assigned or released:** none



**SANITARY SEWER FACILITIES EASEMENT  
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this 12th day of June, 2008, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **Canterwood Development Company**, a Washington Corporation, located and doing business at **4026 Canterwood Dr Ste B, Gig Harbor, WA 98332** (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 **Canterwood Div XI Phase 3 and 4, located at 5403 Baker Way**, (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 **DOWL Engineers, dated April 15, 2008 and February 20, 2007** - (hereinafter the "Plans"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

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

WHEREAS, 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 **Canterwood Division Eleven Phase 3**, 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** 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**. 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**, 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:  
Canterwood Development Company  
4026 Canterwood Dr NW Ste B  
Gig Harbor WA 98332

**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 24 day of NOVEMBER, 2008.

**THE CITY OF GIG HARBOR**

**OWNER**

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

By: [Signature]  
Its: President  
Print Name: **Russell Tanner**

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney  
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 Russell Tanner 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 President of Canterwood Development Company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 11/24/2008



[Signature]  
Notary Public in and for the  
State of Washington,  
Title: Notary Public

My appointment expires: **10/24/2009**

**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**

LEGAL DESCRIPTION

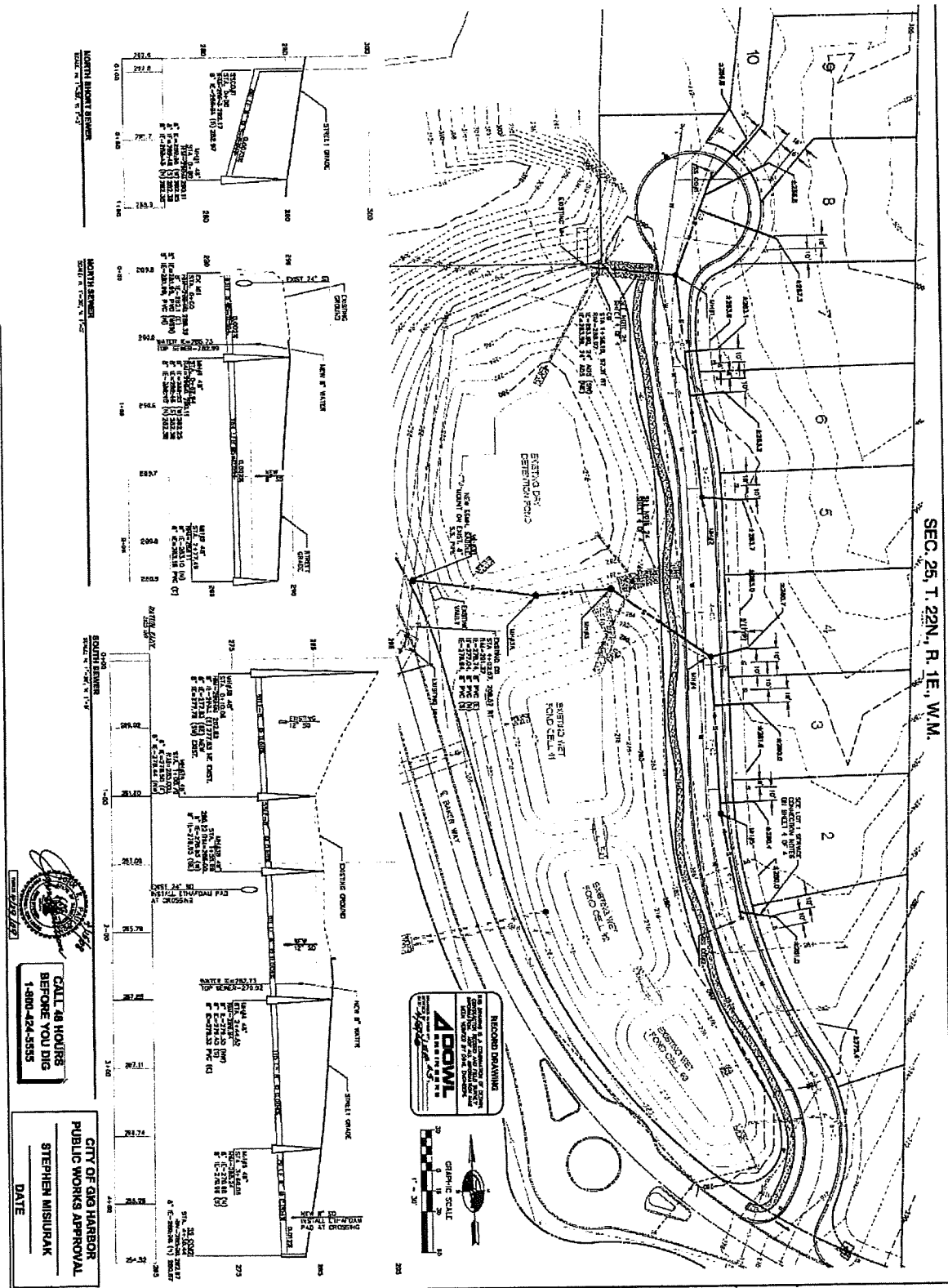
CANTERWOOD DIVISION 11 PHASE 3 AND 4

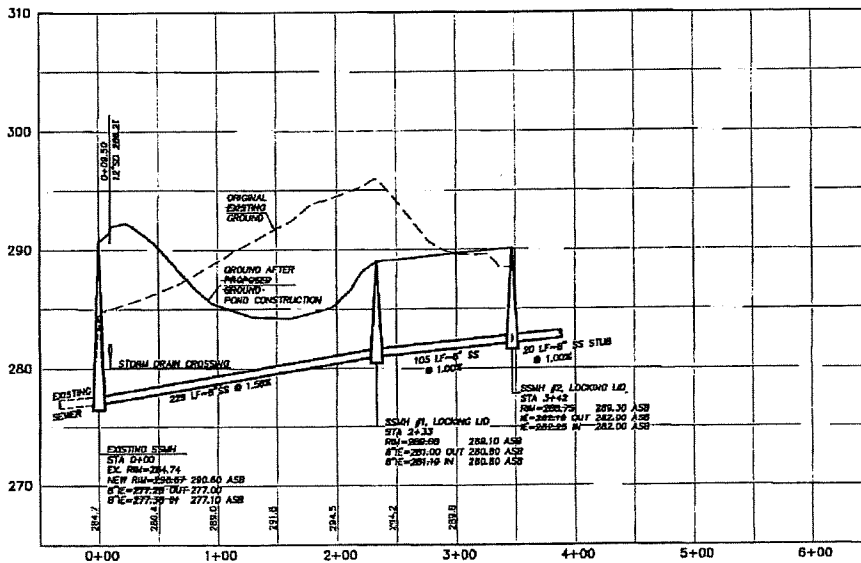
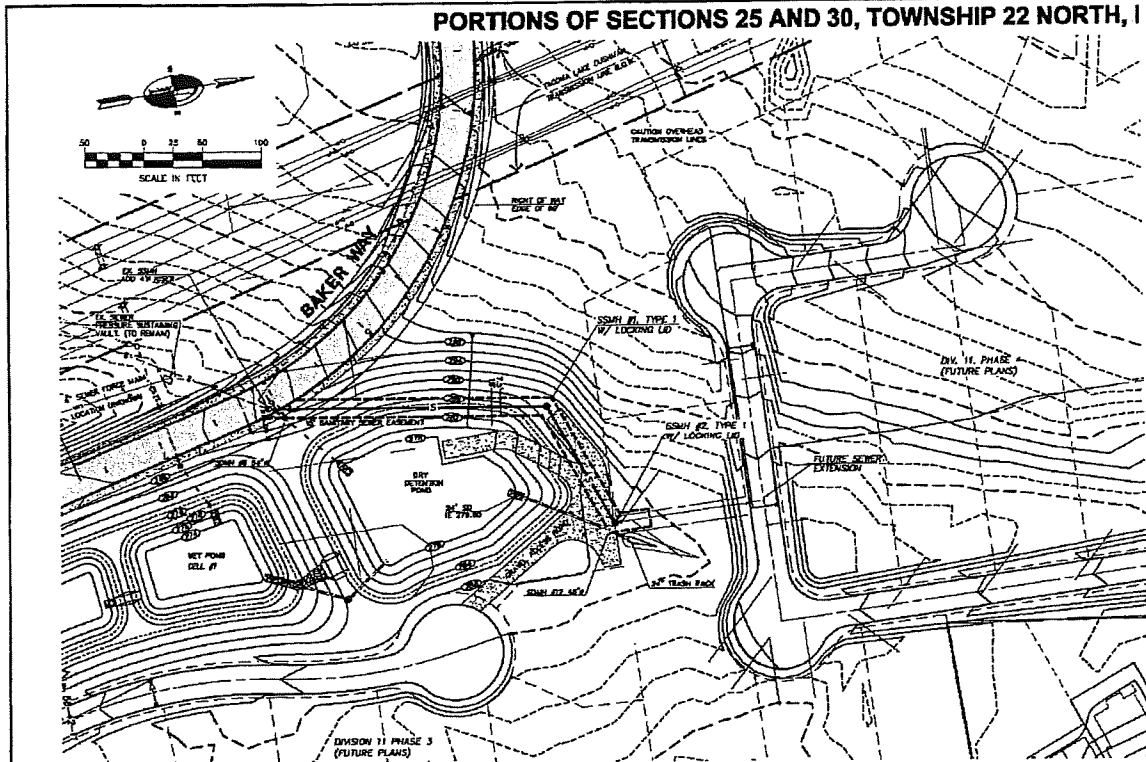
THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST OF THE W.M. IN PIERCE COUNTY, WASHINGTON, LYING EASTERLY OF TACOMA - LAKE CUSHMAN TRANSMISSION LINE;

EXCEPTING THEREFROM ANY PORTION LYING WITHIN THE PLAT OF CANTERWOOD DIVISION 11 PHASE 1.

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

**EXHIBIT B - PLANS**





RECORD DRAWING

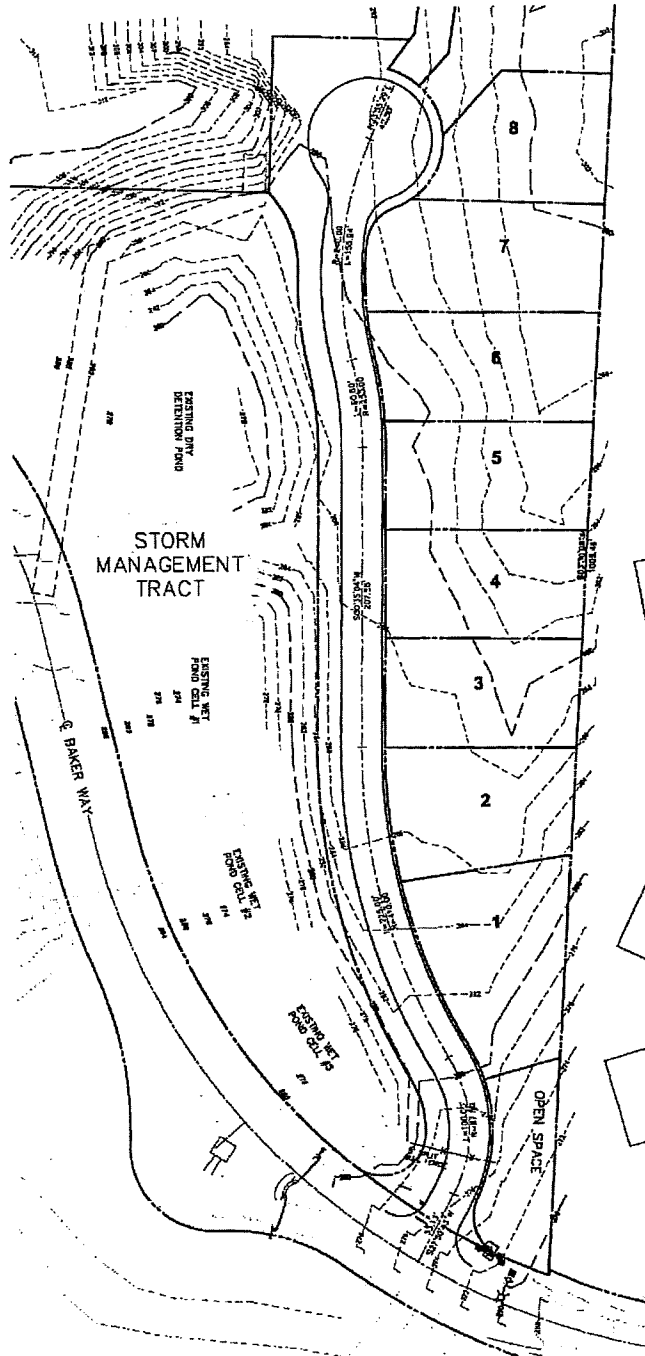
THIS DRAWING IS A COMBINATION OF RECORD, CONSTRUCTION, FIELD AND FIELD SURVEY INFORMATION. NOT ALL INFORMATION HAS BEEN REPRODUCED BY THIS ENGINEER.

**ADOWL**  
REGISTERED PROFESSIONAL ENGINEER  
 STATE OF ILLINOIS

PROJECT NO. 11-11-11-11-11  
 DATE: 11/11/11

**EXHIBIT C**  
**ACCESS EASEMENT LEGAL DESCRIPTIONS**

#1) The private road Tract "D" of Canterwood Subdivision Eleven Phase 3 recorded under AFN# \_\_\_\_\_ known as 55<sup>th</sup> Ave. Ct. NW, Gig Harbor



#2) Description of sanitary sewer line from 55<sup>th</sup> Ave Ct. NW to Baker Way – Canterwood Division Eleven Phases 3 & 4.

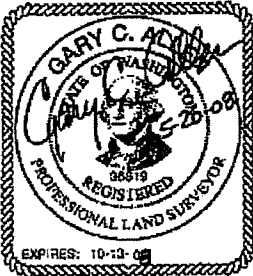
DIVISION 11 – PHASE 3  
SEWER LINE EASEMENT  
LEGAL DESCRIPTION

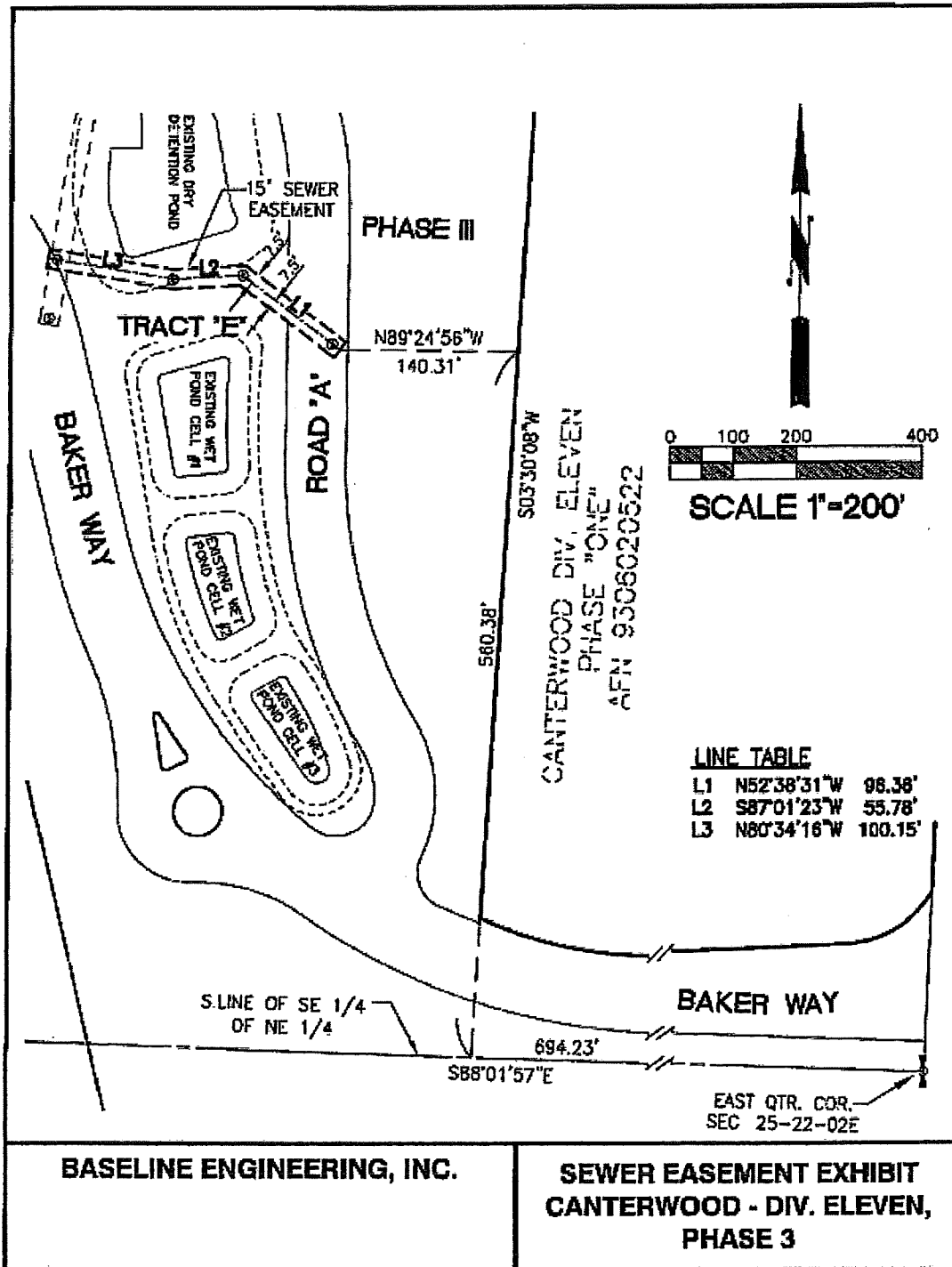
A STRIP OF LAND BEING 7.5 FEET WIDE ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., PIERCE COUNTY, WASHINGTON, MORE PARTICULARLY DESCRIBED AS FOLLOWS,

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 25;  
THENCE NORTH 88°01'57" WEST ALONG THE SOUTH LINE OF SAID SUBDIVISION A DISTANCE OF 393.62 FEET MORE OR LESS TO THE INTERSECTION OF THE SOUTHERLY PROJECTION OF THE WESTERLY LINE OF THE PLAT OF CANTERWOOD DIVISION ELEVEN, PHASE 1 AS RECORDED UNDER AUDITOR'S FILE NO. 9306020522, RECORDS OF PIERCE COUNTY, WASHINGTON;  
THENCE NORTH 03°30'38" EAST ALONG SAID PROJECTION A DISTANCE OF 560.38 FEET;  
THENCE NORTH 89°24'56" WEST A DISTANCE OF 140.31 FEET TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;  
THENCE NORTH 52°38'31" WEST A DISTANCE OF 96.36 FEET;  
THENCE SOUTH 87°01'23" WEST A DISTANCE OF 55.78 FEET;  
THENCE NORTH 80°34'16" WEST A DISTANCE OF 100.15 FEET AND THE END OF THIS CENTERLINE DESCRIPTION

PREPARED BY: BASELINE ENGINEERING, INC.  
FILENAME: 02081\_PH3\_SEWER\_LEGAL  
BEI PROJECT: 02-081  
DATE: MAY 20, 2008





**#3) Legal Description of sanitary sewer from Baker Way to Canterwood  
Division Eleven Phase 4:**

A STRIP OF LAND BEING 7.5 FEET WIDE ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE, LYING WITHIN THAT PORTION OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 22 NORTH, RANGE 1 EAST, W.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

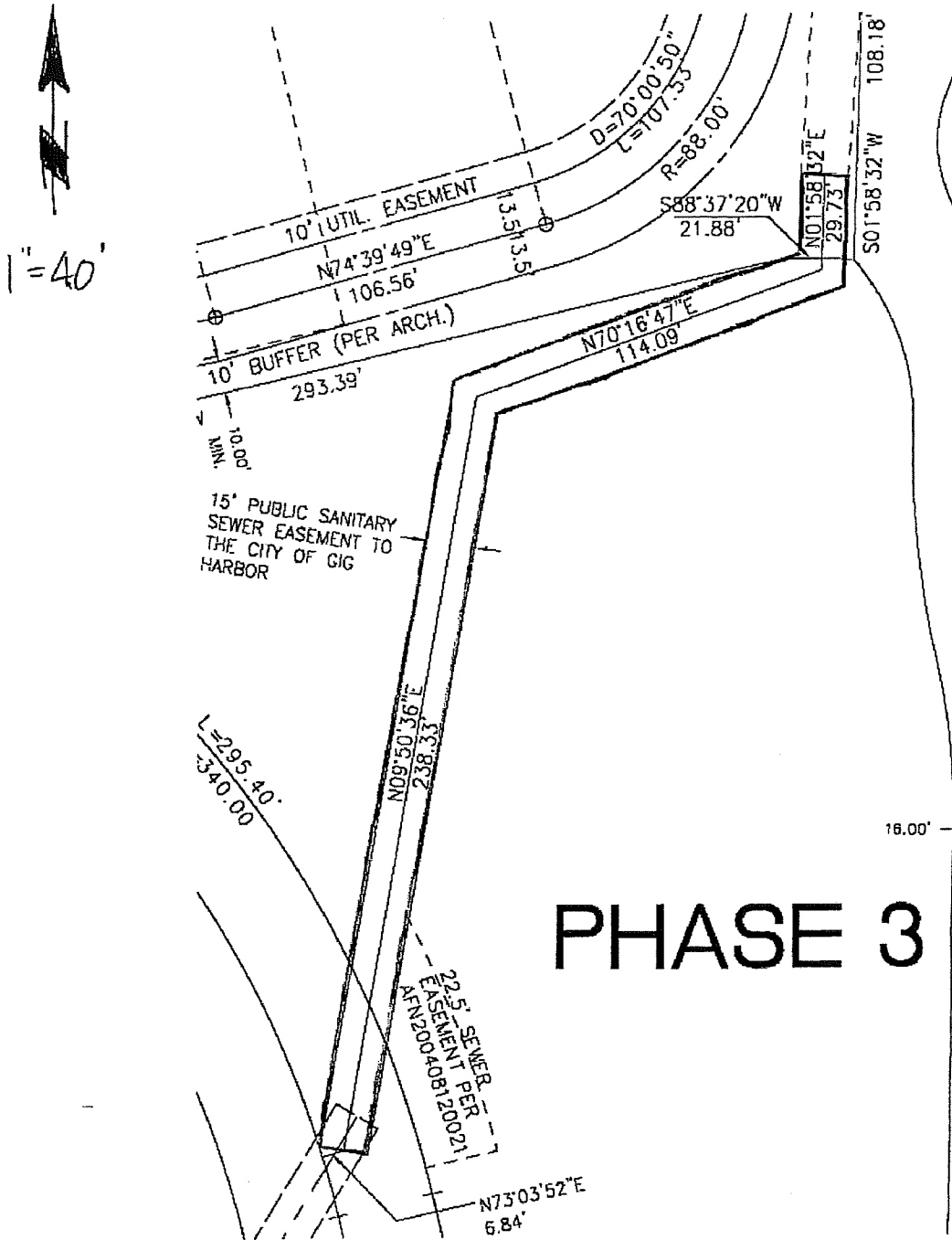
COMMENCING AT A MONUMENT ON CANTERWOOD BOULEVARD ALSO BEING ENGINEER'S STATION (ES) 23+81.75, ACCORDING TO CANTERWOOD BOULEVARD N.W. ROAD PROJECT PREPARED FOR ROAD IMPROVEMENT DISTRICT 1-92;  
THENCE NORTH 02°24'21" EAST A DISTANCE OF 778.35 FEET MORE OR LESS TO THE INTERSECTION WITH BAKER WAY;  
THENCE SOUTH 87°35'39" EAST ALONG BAKER WAY CENTERLINE A DISTANCE OF 226.13 FEET TO A POINT OF TANGENCY WITH A 310.00 FOOT RADIUS CURVE TO THE RIGHT;  
THENCE EASTERLY AND SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 70°39'31" AN ARC DISTANCE OF 382.30 FEET;  
THENCE NORTH 73°03'52" EAST A DISTANCE OF 6.84 FEET TO THE TRUE POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION;  
THENCE NORTH 09°50'36" EAST A DISTANCE OF 238.33 FEET;  
THENCE NORTH 70°16'49" EAST A DISTANCE OF 114.09 FEET;  
THENCE NORTH 01°58'32" EAST A DISTANCE OF 29.73 FEET MORE OR LESS TO THE SOUTHERLY LINE OF AN EXISTING SEWER EASEMENT RECORDED UNDER AUDITOR'S FILE NUMBER 200408120021, RECORDS OF PIERCE COUNTY, WASHINGTON, AND THE TERMINUS OF THE HEREIN DESCRIBED CENTERLINE DESCRIPTION.

THE SIDELINES OF THE EASEMENT SHALL BE LENGTHENED OR SHORTENED ACCORDINGLY TO THE SOUTHERLY LINE OF THE EXISTING SEWER EASEMENT.

PREPARED BY: BASELINE ENGINEERING, INC.  
FILENAME: 02081\_PH4\_SEWER\_LEGAL  
BEI PROJECT: 02-081  
DATE: JULY 14, 2008



02-081  
DIV ELEVEN - PH3/4







**Subject:** Austin St and Harborview Dr Roadway Rehabilitation Project – Construction Contract and Materials Testing Contract Award

**Proposed Council Action:** Authorize the award and execution of the public works contract to Riverton Contractors, Inc., in the amount of \$54,641.50 and the materials testing contract to Construction Testing Laboratories, Inc., in the amount of \$1,956.00 for the Austin St. and Harborview Dr Roadway Rehabilitation Project.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm   
Senior Engineer

**For Agenda of:** December 8, 2008

**Exhibits:** Public Works Contract, Materials Testing Scope, Fee, and Contract

<b>Concurred by Mayor:</b>	Initial & Date <u>CHH 12/09/08</u>
<b>Approved by City Administrator:</b>	<u>PKK 12/3/08</u>
<b>Approved as to form by City Atty:</b>	<u>See e-mail</u>
<b>Approved by Finance Director:</b>	
<b>Approved by Department Head:</b>	<u>RL 12/3/08</u>

Expenditure Required	\$56,597.50	Amount Budgeted	See "Fiscal Consideration"	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

Within the next few months the City will likely be closing Harborview Drive adjacent to Donkey Creek Park as part of the forthcoming wastewater treatment plant expansion project. This closure will utilize Austin Street for the 12 month detour route.

Since the closure area is along a main City thorough fare and part of the City's truck route, this necessitated modifications to Austin Street to accommodate truck turning movements at the intersection of North Harborview Drive and Austin Street, and to repair damaged pavement sections. These modifications to this local roadway will better endure the substantial increase in traffic loading and larger vehicles that will be utilizing Austin Street during the detour.

Additionally, in a cost savings measure, the roadway repair of Harborview Drive from the February 2008 water main break, originally approved by City Council on August 11, has been reduced in scope and included in this contract.

This project was bid with two bid schedules using the City's Small Works Roster Process (Resolution No. 750). A total of eight (8) potential contractors provided total bid prices ranging from \$54,641.50 to \$95,433.00. The three lowest bid results are provided below:

Low Bidder	Riverton Contractors, Inc.	\$54,641.50
2 <sup>nd</sup> Low Bidder	RV Associates	\$65,704.00
3 <sup>rd</sup> Low Bidder	Juhl Development	\$69,410.00

Additionally, the City requested a scope and fee from Construction Testing Laboratories, Inc., for materials testing services for this project.

**FISCAL CONSIDERATION**

The Austin St. improvements portion of the contract will be paid out of the Wastewater Fund since it is a direct result of the anticipated WWTP expansion project. The cost of the Austin St. improvements has been included in the project cost estimates for the WWTP expansion project. The funding summary for the Austin St. portion is shown in the table below.

2008 Budget for WW Treatment Plant Expansion (410-022-594-35-65-83)	\$7,000,000.00
Year to Date Expenses	(\$1,209,466.48)
Austin Street Rehabilitation (Bid Schedule A)	
Public Works Contract (Riverton Contractors, Inc.)	(\$37,555.00)
Materials Testing Contract (Construction Testing Laboratories)	(\$1,956.00)
<b>Remaining 2008 Budget</b>	<b>\$5,751,022.52</b>

The Harborview Drive portion of the contract (Bid Schedule B) will be paid out of the Water Operating Fund since the need for the repair was caused by a water main break. The subtotal amount for Bid Schedule B is \$17,086.50. Water main break repairs are not specifically budgeted due to the random nature of such events, but there are sufficient funds in the Water Operating budget to cover these costs.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize the award and execution of the public works contract to Riverton Contractors, Inc., in the amount of \$54,641.50 and the materials testing contract to Construction Testing Laboratories, Inc., in the amount of \$1,956.00 for the Austin St. and Harborview Dr. Roadway Rehabilitation Project.

Towslee, Molly

**From:** Fleites, Melanie  
**Sent:** Thursday, December 04, 2008 1:58 PM  
**To:** Towslee, Molly  
**Subject:** FW: Council Memos for Review  
**Attachments:** CSP0822 council memo Austin-Harborview Riverton-CTL 12-8-08.pdf; CSP0823 council memo WSDOT-COGH Interlocal Agreement Canterwood Phase 2.pdf; image003.png; image003.png

Molly- Here is Scott Snyder's response for these two council memos.

*Melanie Fleites*



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**From:** W. Scott Snyder [mailto:ssnyder@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 1:27 PM  
**To:** Fleites, Melanie  
**Cc:** Langhelm, Jeff; Misiurak, Steve  
**Subject:** RE: Council Memos for Review

Thanks. No questions or comments.

---

**From:** Fleites, Melanie [mailto:FleitesM@cityofgigharbor.NET]  
**Sent:** Wednesday, December 03, 2008 4:28 PM  
**To:** W. Scott Snyder  
**Cc:** Langhelm, Jeff; Misiurak, Steve  
**Subject:** Council Memos for Review

Hello Mr. Snyder—

David Stubchaer asked me to forward these documents to you via email for your review before the 12-8-08 City Council Meeting. Please feel free to contact the persons listed as having prepared the council memos or myself if you have any questions or concerns regarding these documents.

Thank you,

*Melanie Fleites*

City of Gig Harbor  
engineering  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7561, (253) 853-7597 fax

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
CONSTRUCTION TESTING LABORATORIES, INC.**

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THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Construction Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington located and doing business at 1201 East "D" Street, Suite 101, Tacoma, WA 98421 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in Austin Street & Harborview Drive Rehabilitation Project (CSP-0822) and desires that the Consultant perform material testing services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 1, 2008, 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 Estimated Hours and Fees**, 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 One Thousand, Nine Hundred Fifty-Six Dollars and No Cents(\$1,956.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work and Estimated Hours and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; 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 February 28, 2009; 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 Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

#### **VI. Discrimination**

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

#### **VII. Indemnification**

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

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

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

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

#### **VIII. Insurance**

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. 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 or Director of Operations and the City shall determine the term or provision's true intent or meaning. The City Engineer or Director of Operations 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 or Director of Operations 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:  
Construction Testing Laboratories, Inc.  
Attn: Dennis Smith  
1201 East "D" Street, Suite 101  
Tacoma, WA 98421  
(253) 383-8778  
FAX (253) 383-2231

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

**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 \_\_\_\_\_, 2008.

CONSULTANT  
By:   
Its Principal

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

Notices to be sent to:  
CONSULTANT:  
Construction Testing Laboratories, Inc.  
ATTN: Dennis Smith, Manager  
1201 East D St, Suite 101  
Tacoma, WA 98421  
(253) 383-8778  
FAX (253) 383-2231

City of Gig Harbor  
ATTN: Stephen Misiurak, P.E.  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170  
FAX (253) 853-7597

APPROVED AS TO FORM:

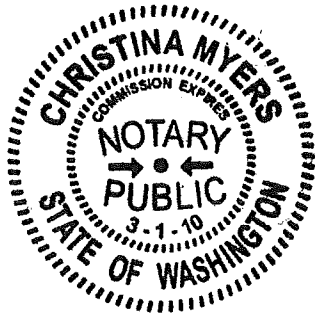
\_\_\_\_\_  
City Attorney date

ATTEST:

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

STATE OF WASHINGTON )  
COUNTY OF Pierce ) ss.

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



Dated: 12.2.08

Christina Myers

Christina Myers  
(print or type name)

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

Steilacoom

My Commission expires: 3.1.10

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: \_\_\_\_\_

EXHIBIT A

SCOPE OF WORK & ESTIMATED HOURS AND FEES

CONSTRUCTION TESTING LABORATORIES, INC.



1202 East "D" Street, Suite 101, Tacoma, WA 98421  
TEL: W (253) 383-8778 / FAX # (253) 383-2231  
Website: www.ctlwa.com

December 1, 2008

**CITY OF GIG HARBOR**  
3510 Grandview Street  
Gig Harbor, WA 98335  
ATTN: George Flanigan

REF: **AUSTIN STREET & HARBORVIEW DRIVE REHABILITATION PROJECT CSP-0823**  
Inspection & Testing Services

Dear Mr. Flanigan,

I am pleased to submit our proposal to provide special inspection and testing services for the above project.

**CERTIFICATIONS:**

Our firm is registered with WABO and accredited by AASTHO (R-18) and A2LA, in accordance with the requirements of ASTM E329, D3740 and D3666 (ISO 9001/9002 and ISO 17025-2005). We are routinely inspected by, and participate in proficiency testing with CCRL and AMRL. This includes the fields of soils, aggregate masonry, concrete and bituminous mixtures. We are also validated by the U.S. Army Corps of Engineers.

Our inspectors are certified by ACI, ICBO and WABO and have been with us for ten to twenty years.

We are currently providing similar services for the Combined Arms Collective Training Facility; as well as miscellaneous projects throughout Fort Lewis.

We have provided similar services for such projects as the Tacoma Dome, Tacoma Sheraton Hotel, Tacoma Financial Center, Frank Russell Building, Remann Hall, and Intel in DuPont.

All equipment is calibrated at regular intervals, as required by ASTM, AASHTO and A2LA. Copies of all calibrations are on file.

If selected, our fees would be as follows:

<b>CONCRETE / REINFORCING STEEL / MASONRY:</b>	
• Inspection, sampling & cylinder pick-up.....	\$ 49.00/hr
<b>COMPRESSIVE STRENGTH TESTS:</b>	
• Concrete, Mortar & Grout.....	\$ 18.00/ea
• Masonry Composite Prism.....	\$ 75.00/ea
• Flexural Strength Concrete Beam (C-293).....	\$ 65.00/ea
<b>SOILS:</b>	
• Soil Technician (Inspector).....	\$ 52.00/hr
• In-Place Density Tests.....	NO CHARGE
• Maximum Density-Optimum Moisture Determination Analysis.....	\$ 175.00/ea
• Sieve Analysis (Coarse & Fine Washed / C-117, C-136).....	\$ 150.00/ea
• Sand Equivalent (D-2419).....	\$ 85.00/ea
<b>ASPHALTIC CONCRETE:</b>	
• Asphalt Technician (Inspector).....	\$ 62.00/hr
• In-Place Density Tests (Nuclear).....	NO CHARGE

**EXHIBIT A**

**SCOPE OF WORK & ESTIMATED HOURS AND FEES**

**CONSTRUCTION TESTING LABORATORIES, INC.**



1202 East "D" Street, Suite 101, Tacoma, WA 98421  
 TEL # (253) 383-8778 / FAX # (253) 383-2231  
 website: www.ctlwa.com

December 1, 2008

**AUSTIN STREET & HARBORVIEW DRIVE REHABILITATION PROJECT CSP-0823**

**Inspection & Testing Services**

- Extraction-Gradation Tests (C-117)..... \$ 225.00/ea
- Maximum Theoretical Density (Rice)..... \$ 110.00/ea

**MILEAGE:**

- Mileage..... \$ NO CHARGE

**BASIS OF CHARGES:**

There is a three-hour minimum for special inspection, sampling and field-testing and a one-hour minimum for cylinder pick-up. We require a four hour minimum for weekends and holidays, with time and one half (1.5) for work in excess of eight hours per day and Saturdays. All work performed outside normal working hours (07:00 hr. to 16:00 hr.), Monday thru Friday will be charged at 1.5 times the normal rate. Double time is charged for Sundays and Holidays. Hourly rates and mileage are portal to portal. Terms are thirty (30) days from date of invoice. A minimum of (24) twenty-four hours notice is required to schedule technician(s).

**REPORTS:**

All overhead, engineer review of reports, final inspection report and mail distribution costs are included in the hourly/unit rates. There are no hidden charges.

**ESTIMATED TOTAL COST:**

Our estimated costs are directly dependant upon the contractors schedule and performance. Therefore the actual cost may vary.

ESTIMATED TOTAL COST:	
TYPE OF INSPECTION & TESTING	ESTIMATED COST
Approximately 6 hours Concrete Inspection and Testing	\$ 294.00
Approximately 12 Concrete Cylinders	\$ 216.00
Mileage/Travel time	\$ No Charge
<b>TOTAL CONCRETE</b>	<b>\$ 510.00</b>
Approximately 9 hours Soil Compaction Testing	\$ 468.00
Approximately 1 Proctor Values	\$ 175.00
Mileage/Travel time	\$ No Charge
<b>TOTAL SOILS</b>	<b>\$ 643.00</b>
Approximately 9 hours AC Compaction Testing	\$ 468.00
Approximately 1 Extraction-Gradation Test	\$ 225.00
Approximately 1 Maximum Theoretical Density (Rice)	\$ 110.00
Mileage/Travel time	\$ No Charge
<b>TOTAL HMA</b>	<b>\$ 803.00</b>
<b>TOTAL ESTIMATE COST</b>	<b>\$ 1,956.00</b>

Our highly trained staff would be delighted to assist you in the successful completion of this project. If you have any questions regarding this proposal or if we may be of service, please call.

Sincerely,  
 Construction Testing Laboratories, Inc. (CTL)  
*Dennis M. Smith*  
 Manager  
 e-mail: dennis@ctlwa.com  
 cell # 253-732-7575

**Austin Street and Harborview Drive Rehabilitation Project Consent Agenda - 12  
CSP-0822**

**CONSTRUCTION SERVICES CONTRACT**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of December, 2008, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Riverton Contractors, Inc. a corporation organized under the laws of the state of Washington, located and doing business at, 764 Valentine Avenue, SE, Pacific, WA 98407 hereinafter called the "Contractor."

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

The Contractor will provide rehabilitation of Austin Street and a portion of Harborview Drive, including removal of asphalt concrete pavement by means of planing, replacement of asphalt concrete pavement, removal and replacement of cement concrete sidewalk, curb, and gutter, placement of pavement markings, and other work, all in accordance with the attached Contract Plans, these Special Provisions, and the Standard Specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Austin Street and Harborview Drive Rehabilitation Project CSP-0822," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum of Fifty-Four Thousand, Six Hundred Forty-One Dollars and Fifty Cents (\$54,641.50), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. The Notice to Proceed will be given within 21 days after the contract has been executed BY BOTH PARTIES. The Contractor shall commence construction activities on the project site within ten working days of the Notice to Proceed date, unless otherwise DIRECTED BY THE OWNER in writing. Contract time shall begin on the first working day following the Notice to Proceed Date. Work shall be substantially completed within 12 working days and shall be physically completed within 15 working days.
2. The Contractor agrees to pay the City the sum of \$546.42 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
3. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
4. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Special Provisions," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2008 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) General Special Provisions.







Subject: 2009 Contracts for Lobbying Services

Proposed Council Action:

Authorize the Mayor to execute state & federal contracts for lobbying services with Gordon, Thomas Honeywell.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 8, 2008

Exhibits: Lobbying Contracts Initial & Date

Concurred by Mayor: CLH 12/3

Approved by City Administrator: RJK 12/2

Approved as to form by City Atty: SEE ATTACHED EMAIL

Approved by Finance Director:

Approved by Department Head: RJK

Table with 4 columns: Expenditure Required (2009), Amount Budgeted, Appropriation Required, and values: \$67,500, \$67,500, \$0.

INFORMATION / BACKGROUND

There are two proposed contracts for consulting services with Gordon, Thomas Honeywell. The first one is for state lobbying services, and the second contract is for federal lobbying services. The state contract is for one year in duration (January-December 2009), and the federal contract is for six months (January-June 2009) in duration. Both are a continuation of this year's services.

Under these two agreements, GTH will continue to pursue state and federal funding requests and will also assist on any policy/legislative matters that may affect the City.

FISCAL CONSIDERATION

The state lobbying contract will cost \$30,000 for one full year. The federal lobbying contract will cost \$37,500 for the first six months of 2009. Funding for these two contracts is included in the 2009 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute state & federal contracts for lobbying services with Gordon, Thomas Honeywell.

**WASHINGTON STATE SERVICE  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gordon Thomas Honeywell Governmental Affairs, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services 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 are incorporated by this reference as if fully set forth herein; and

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 not to exceed Thirty Thousand (\$30,000), or Two Thousand Five Hundred (\$2,500) per month, beginning January 1, 2009, 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** beginning on January 1, 2009. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2009.

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

C. All policies and coverage's shall be on an occurrence made basis.

D. 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.

E. 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.

F. 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.

G. 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator'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 Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
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: \_\_\_\_\_  
President

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

Notices to be sent to:  
Tim Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
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 Work**

The Consultant shall provide the City of Gig Harbor with the following Washington State legislative governmental affair services:

The Consultant shall:

1. Identify and track all legislation relevant to the City of Gig Harbor;
2. Provide the City with frequent reports and updates during the legislative session;
3. Provide monthly updates during the legislative interim.
4. Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected;
5. Work throughout the year with the City of Gig Harbor to develop and implement legislative objectives and strategy;
6. Coordinate with City of Gig Harbor officials to testify at relevant legislative hearings; and
7. Lobby to pass, defeat or amend legislation that directly affects the City of Gig Harbor's interests.

In addition to the above, the Consultant shall perform the following specific tasks:

1. Pursue \$2.5 million in state funding for costs associated with the City of Gig Harbor sewer expansion and marine outfall project.
2. Pursue legislation relating to procedures to implement shoreline moratoria.
3. Pursue legislation relating to developing regulations for utility extensions.
4. Pursue reauthorization of any of the City's unexpended CERB grant into the next biennium.

**Exhibit B Billing Rates**

As described in Section II of this agreement, a monthly service fee of Two Thousand Five Hundred dollars (\$2,500.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Tim Schellberg, Briahna Taylor, and Hallee Sanders, who will serve an administrative assistant role to Mr. Schellberg and Ms. Taylor.

**FEDERAL GOVERNMENTAL AFFAIRS  
CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GORDON THOMAS HONEYWELL GOVERNMENTAL AFFAIRS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gordon Thomas Honeywell Governmental Affairs, a limited liability corporation organized under the laws of the State of Washington located at 1201 Pacific Ave, Suite 2100 Tacoma, WA 98401 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services 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 are incorporated by this reference as if fully set forth herein; and

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 fees in amount not to exceed Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500), or Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) per month, beginning January 1, 2009, 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** beginning on January 1, 2009. The parties agree that the work described in **Exhibit A** shall be completed by June 30, 2009.

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

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

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

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

C. All policies and coverage's shall be on an occurrence made basis.

D. 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.

E. 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.

F. 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.

G. 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator'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 Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
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: \_\_\_\_\_  
President

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

Notices to be sent to:  
Tim Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
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 Work – Federal Governmental Affairs Services**

The Consultant shall provide the City of Gig Harbor with the following Federal Government governmental affair services:

- Identify and track all congressional legislation and budgets relevant to the City of Gig Harbor, and lobby the City of Gig Harbor's position to Congress;
- Identify and track all federal grants that are available to the City of Gig Harbor
- Lobby the Washington State Congressional delegation to pursue one or more congressionally directed transportation and/or utility funding requests in the FY2010 Congressional Budget, or in the anticipated reauthorization or stimulus package bills for a road project related to the Gig Harbor North Development.
- Lobby the Washington State Congressional delegation to pursue a congressionally directed funding request in the FY2009 or FY2010 Congressional Budget for improvements related to Donkey Creek.
- Organize for City of Gig Harbor officials, local community leaders and business leaders to support the congressional transportation requests.
- Provide the City with frequent reports and updates;
- Organize events and meetings to promote the City of Harbor to relevant members of the Washington State Congressional delegation.

**Exhibit B Billing Rates**

As described in Section II of this agreement, a monthly service fee of Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Dale Learn and three additional Consultant employees may be providing services on this project. They include: Tim Schellberg, who will provide additional congressional governmental affairs support; Nate Potter who will serve in an assistant governmental affairs role in the Washington DC office, and Hallee Sanders will provide an administrative assistant role from the Pierce County office.

**Karlinsey, Rob**

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**From:** Angela S. Belbeck [abelbeck@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 9:51 AM  
**To:** Karlinsey, Rob  
**Subject:** RE: Lobbying Contracts  
**Attachments:** 1710\_001.pdf

Hi Rob. Please let me know your preference for getting changes to you--I can fax, pdf, write out in an e-mail, or make the changes directly into the document and send the revised document.

For this one, I'm attaching a PDF of the revisions for the two lobbying contracts to address the dispute section and Exhibit B billing rates. Let me know if you need anything further on these. I'll turn now to the public defender contracts so you can get them in today's packet.

I'll be in touch soon.

--Angela

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**From:** Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]  
**Sent:** Wednesday, December 03, 2008 2:53 PM  
**To:** Angela S. Belbeck  
**Subject:** RE: Lobbying Contracts

Wow, good catch on the disputes section. This contract must originally come from a public works template. Public Works doesn't have anything to do with this agreement, so I guess disputes should come directly to me.

And yes, the fees need to cover all employees, not just the first person mentioned.

That would be great if you could provide some language to address these issues.

Sorry to be sending you so much stuff on such short notice—we try not to operate this way, but we've had a backlog lately as you may have guessed. We actually have a standard "Council Packet Schedule" where we try to get attorney review done by a certain deadline before each Council meeting (see attached).

Last but not least, congratulations! I haven't met you yet, but I've heard nothing but good things about you. We're all really happy to have you on board. We're planning a pretty thorough orientation for you, and thanks for being willing to come down soon for a meet and greet.

Thanks for your help,

--Rob

---

**From:** Angela S. Belbeck [mailto:abelbeck@omwlaw.com]  
**Sent:** Wednesday, December 03, 2008 1:02 PM  
**To:** Karlinsey, Rob  
**Cc:** W. Scott Snyder  
**Subject:** RE: Lobbying Contracts

Hi Rob. I have had a chance to review the two contracts and have two comments for your consideration:

First, in the disputes section, any disputes are first referred to the City Engineer or Director of Operations. Is that standard dispute language for all contracts in the City? I wasn't sure if that was a holdover from another contract.

12/4/2008



**Consent Agenda - 13**

Second, on Exhibit B for the 6-month contract, the stated fee appears to cover only Mr. Learn's services. Should this be revised to make clear that the fee also covers the work performed by the other three named potential employees? Same question on the second contract, as it is not clear whether there is a separate fee for Ms. Sanders' work. Let me know your intent on these two and I can provide revised language if you like.

I look forward to meeting you in person soon, and look forward to working with you and City staff. As Scott may have mentioned, we would like to come down in the near future for "meet and greet," and to have a chance to sit down with staff to learn more about the City's current and anticipated issues. Thank you for the opportunity to work with you.

Best regards,  
Angela

Angela S. Belbeck  
Ogden Murphy Wallace P.L.L.C.  
1601 Fifth Ave., Suite 2100  
Seattle, WA 98101  
[abelbeck@omwlaw.com](mailto:abelbeck@omwlaw.com)  
206.447.2250 (direct)  
206.447.0215 (fax)

*The information contained in this e-mail message may be privileged, confidential and protected from disclosure. If you are not the intended recipient, any dissemination, distribution or copying of the contents of this message is strictly prohibited. If you think you received this message in error, please delete the message and e-mail the sender at "abelbeck@omwlaw.com".*

---

**From:** W. Scott Snyder  
**Sent:** Wednesday, December 03, 2008 9:54 AM  
**To:** Karlinsey, Rob  
**Cc:** Angela S. Belbeck  
**Subject:** RE: Lobbying Contracts

Rob and Angela  
This should get you linked  
Scott

---

**From:** Karlinsey, Rob [<mailto:karlinseyr@cityofgigharbor.net>]  
**Sent:** Tuesday, December 02, 2008 10:54 PM  
**To:** W. Scott Snyder  
**Subject:** Lobbying Contracts

Scott –

I don't have Angela's email address. Could you please forward these two contracts for her review? They are the same contracts that Carol approved as to form last year, with the following minor exceptions:

- Dollar amount
- Start/End date
- Small adjustments in the scope of work—Exhibit A

Thanks,

--Rob

12/4/2008

for both contracts:

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 or Director of Operations~~ <sup>Administrator</sup> and the City shall determine the term or provision's true intent or meaning. The City Administrator 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 Administrator'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 Schellberg  
Gordon Thomas Honeywell Gov. Affairs  
1201 Pacific Ave., Suite 2100  
Tacoma, WA 98401  
(253) 620-6500

City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

#### XVII. Assignment

Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of Two Thousand Five Hundred dollars (\$2,500.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Tim Schellberg, ~~and Briahna Taylor,~~ <sup>and</sup> In addition to Mr. Schellberg and Ms. Taylor, it is anticipated that Hallee Sanders will serve an administrative assistant role to Mr. Schellberg and Ms. Taylor. <sub>(who</sub>

Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Dale Learn; *and* ~~In addition to Mr. Learn, it is anticipated that three additional Consultant employees will also be providing services on this project.~~ *who may* They include: Tim Schellberg, who will provide additional congressional governmental affairs support; Nate Potter who will serve in an assistant governmental affairs role in the Washington DC office, and Hallee Sanders will provide an administrative assistant role from the Pierce County office.



**Subject: Release and Settlement Agreement - Kvinsland**

**Proposed Council Action:**

Approve and authorize a release and Settlement Agreement between the City of Gig Harbor and Jon H. Kvinsland.

**Dept. Origin:** Administration  
**Prepared by:** Rob Karlinsey  
**For Agenda of:** December 8, 2008  
**Exhibits:** Release & Settlement Agreement

Initial & Date

**Concurred by Mayor:** CLH 12/05/08  
**Approved by City Administrator:** RJK 12/5/08  
**Approved as to form by City Atty:** SCOTT SALPETER  
**Approved by Finance Director:** \_\_\_\_\_

Expenditure Required	Amount Budgeted	Appropriation Required
N/A	N/A	\$0

**INFORMATION / BACKGROUND**

In 2007, Dr. Kvinsland applied for and received 14.6 ERU's of sewer capacity for his two existing buildings, and subsequently applied to connect both buildings, currently being served by on-site septic system(s), to the City's sewer system. There would be two physical connections. Maintenance Agreements for both connections have already been submitted by Dr. Kvinsland, which were approved by Council, and recorded by the County Recorder.

The following is a timeline of Dr. Kvinsland's civil plan approval process:

- ✓ 05-08-07 Sewer CRC Submitted
- ✓ 06-13-07 Sewer CRC Approved
- ✓ 01-31-08 Submittal of Civil Plans
- ✓ 03-24-08 Effective Date of New Sewer GFC
- ✓ 09-10-08 Civil Plans Approved

On January 31, 2008, Dr. Kvinsland submitted his civil plans and paid his permit fees for his proposed project to transfer his existing office building from a septic system to the City's sewer system. Under normal circumstances, Dr. Kvinsland would have paid his connection fees at or near the same time he paid his permit fees. However, around the time he submitted his civil plans, Dr. Kvinsland offered to give the City property he owned in exchange for connection fees.

The City has since declined the offer to accept land in exchange for sewer connection fees. In the meantime and as a result of the negotiations, Dr. Kvinsland did not pay for the connection fees before the connection fees increased and could potentially have an estoppel or other claim based on information he may have relied upon during the process.

As a result, the attached agreement obtains a release from Dr. Kvinsland in exchange for Dr. Kvinsland's ability to connect to the sewer system for the amount of \$44,822.

This staff report supplements information provided by the city attorney in executive session.

**RECOMMENDATION / MOTION**

Authorize the Release and Settlement Agreement between the City of Gig Harbor and Jon H. Kvinsland.

**RELEASE AND SETTLEMENT AGREEMENT**

WHEREAS, the undersigned owner of real property located at 5122 Olympic Drive NW, Gig Harbor, Washington (hereinafter "Owner") has applied to construct office buildings pursuant to Permit Application No. EN-08-0013; and

WHEREAS, said Owner has applied for 14.6 ERUs of sewer capacity for two existing buildings, currently serviced by on-site septic system for connection to the City of Gig Harbor's (hereinafter "City") sewer system; and

WHEREAS, in the course of such application, the Owner offered to provide payment in kind by the provision of certain real property to the City; and

WHEREAS, while the City was evaluating this offer, which was later rejected, the City's connection fee per ERU was increased from \$3,070 to \$8,540; and

WHEREAS, under Washington law, a sewer connection charge is based on the fee in effect at the date of payment and vests only upon payment by the applicant; and

WHEREAS, however, certain legal claims including but not limited to an equitable estoppel may have accrued due to disputed facts and circumstances; NOW THEREFORE

While each of the parties believes that its legal position is correct, the undersigned Owner, Dr. Jon H. Kvinsland and the City have entered into this agreement in consideration of the mutual benefits to be derived.

1. Undertakings of the City. In consideration of the payment by the Owner of the sum of Forty-four Thousand Eight Hundred Twenty-two Dollars (\$44,822), the City shall permit connection to its sewer system of 14.6 ERUs of sanitary sewer capacity for certain real property located at 5122 Olympic Drive NW (hereinafter "Property") as referenced in Permit Application No. EN-08-0013. The aforementioned ERUs shall be limited to the Property and may not be transferred to any other site, property or use. Connection shall comply with all City utility, engineering and land use requirements in effect at the date of actual connection. Nothing herein shall be interpreted to limit or waive any legislative, administrative or quasi-judicial authority, or power of the City.

2. Undertakings of Owner. In consideration of the provision of 14.6 ERUs of sanitary sewer capacity for the aforementioned Property and the limitation of payment therefore to the sum set forth in this Agreement, the Owner promises to:

2.1 Waive and release any claim, loss or liability of any kind or nature arising from or out of the land use permitting process (hereinafter "Permitting Process")

conducted by the City under Permit Application No. EN-08-0013 and the application to connect sanitary sewers to such real property at 5122 Olympic Drive NW, Gig Harbor, Washington. By way of illustration and not limitation, the claims waived include all legal and equitable claims, such as claims for equitable estoppel and claims for damages under Chapter 64.40 RCW and/or RCW 82.02.020.

2.2 In support of such waiver and release, the Owner, on behalf of himself, his heirs and estate, promises to hold harmless and indemnify the City, its officers, agents and employees, from any claim, loss or liability of any kind or nature whatsoever arising from such Permitting Process described in paragraph 2.1 above. This promise to hold harmless and indemnify includes the reasonable costs of legal defense by counsel of the City’s choosing. This promise also includes a promise to indemnify and hold harmless the City for claims or losses brought by any other owner, lien holder, mortgagor, lessee or future purchaser of the Property which may accrue or be brought with respect to the Permitting Process.

3. Entire Agreement. This is the entire agreement between the parties. Any prior understanding, written or oral, shall be deemed merged with its provision.

4. Venue and Jurisdiction. Exclusive venue to challenge or interpret the provisions of this agreement shall be in the Superior Court of Pierce County, Washington.

5. Amendment. This agreement shall not be amended except in writing with the express written consent of the parties hereto.

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

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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



OWNER

\_\_\_\_\_  
Dr. Jon H. Kvinsland

STATE OF WASHINGTON )

COUNTY OF PIERCE )

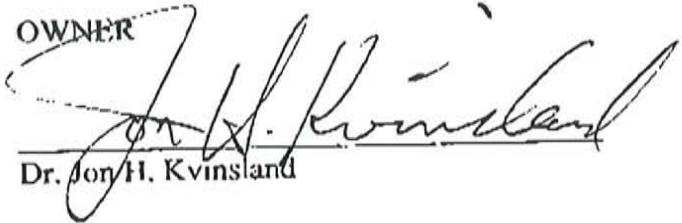
I certify that I know or have satisfactory evidence that **Dr. Jon H. Kvinsland** is the person who appeared before me, and said person acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
NOTARY PUBLIC  
Printed Name: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

Consent Agenda - 14

OWNER



Dr. Jon H. Kvinsland

STATE OF WASHINGTON )

COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that **Dr. Jon H. Kvinsland** is the person who appeared before me, and said person acknowledged that he/she signed this instrument as his/her free and voluntary act for the uses and purposes mentioned in the instrument.

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

\_\_\_\_\_  
 NOTARY PUBLIC  
 Printed Name: \_\_\_\_\_  
 My appointment expires: \_\_\_\_\_

*\* WILL NOTARIZE ON MONDAY.*



Subject: Approval of Bills

Proposed Council Action:

Approve Payment of Bills on December 8, 2008,
Checks #59544 through 59654 for \$813,240.66
(Includes ACH payment of \$77,583.60)

Dept. Origin: Finance
Prepared by: Robin Magee
For Agenda of: December 8, 2008
Exhibits: Checks by Date
Check Detail Report

Initial & Date

Concurred by Mayor: [Signature] 12/4/08
Approved by City Administrator: [Signature] 12/4/08
Approved as to form by City Atty:
Approved by Finance Director: [Signature] 12/2/08
Approved by Department Head:

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

INFORMATION / BACKGROUND

Each regular Council meeting, the City Council approves payment of bills. If there are any additional questions, please contact the Finance Director. See attached.

FISCAL CONSIDERATION

N/A

BOARD OR COMMITTEE RECOMMENDATION

N/A

<u>Vendor</u>	<u>Check Amount</u>	
000043	American Planning Assoc	130.00
000079	Basic Fire & Safety LLC	76.75
000118	Center Electric	2,269.75
000123	Chamber of Commerce	525.00
000124	CenturyTel of Washington Inc	4,867.47
000138	Code Publishing Company	247.98
000139	Ace Hardware	734.97
000164	Cosmopolitan Engineering Group	47,552.00
000175	Dell Marketing LP	432.40
000206	Kevin Entze	262.33
000211	Excel Gloves & Safety Supp Inc	97.56
000243	Gig Harbor Athletic Club	94.30
000254	Gig Harbor Employees Guild	335.00
000259	Gig Harbor Police Guild	825.00
000271	Gray & Osborne Inc	7,432.89
000277	Grey Chevrolet Inc	133.77
000283	Grainger Inc	147.46
000285	Linda M Gratzner	35.20
000294	Hemley's Handy Kans	170.00
000300	Parkson Corporation	2,000.02
000305	HD Fowler Company Inc	1,430.05
000319	ICMA Retirement Trust 401	28,696.43
000320	ICMA Retirement Trust 457	7,748.50
000365	PCRCO	703.75
000425	PRO-Build Inc	477.48
000461	OGDEN MURPHY & WALLACE	4,346.04
000475	Office Depot	2,269.67
000495	Westbay Auto Parts	126.44
000499	PENINSULA GARDENS	147.92
000500	Peninsula Gateway	4,012.89
000520	Photo Pro Imaging Center	32.52
000521	Pierce County Budget & Finance	8,415.74
000522	PURDY TOPSOIL & GRAVEL LLC	269.68
000537	WA State Dept of Transportatio	1,457.77
000544	Qwest	295.98
000562	PUBLIC FINANCE INC	111.66
000567	Puget Sound Energy FKA	2,803.05
000570	Puget Sound Clean Air Agency	4,942.00
000634	Sign Express Inc	108.40
000644	Spectra Laboratories Inc	407.00
000650	State Auditors Office	16,989.41
000674	Tacoma Regional CVB	2,500.00
000688	Kitsap Sun Accounting	432.73
000739	WA State Criminal Justice	60.00
000747	Water Management Laboratories	100.00
000787	CenturyTel of Washington Inc	301.57
000799	JP Morgan Chase	3,420.32
000801	Deluxe Business Checks	81.73
000817	Cole Information Services	324.95
000898	Bainbridge Associates Inc	8,282.25
000924	Platt Electric Supply Inc	5,638.47
000942	City of Gig Harbor	103.30
000947	Lakewood Ford	328.28
000980	Ramco Consulting Services Inc	309.00
001002	Cascade Recreation Inc	3,992.38
001005	Fosberg Media Group Inc	50.00
001012	BETTY MERINO STRAWE	132.00
001090	DM Recycling Company	211.64
001201	KISMET KA SITARA LLC	28.00
001375	HARBOR SUPPLY LLC	10.64
001451	Crowe Bldg Specialities Inc	536.58
001508	IMAGENET LLC	300.00

<u>Vendor</u>	<u>Check Amount</u>
001607 DataProse Inc	582.15
001622 HDR Engineering Inc	12,594.52
001684 Brothers United Inc	1,430.00
001691 Applied Industrial	187.75
001702 Northwest Embroidery Inc	112.02
001735 ROTH HILL ENGINEERING PARTNERS	800.52
001743 Northstar Chemical Inc	1,236.30
001770 AT&T Mobility	1,057.48
001790 Sunrise Pest Management	136.47
001845 Reprographics Northwest Inc	4,622.51
001864 City Treasurer, City of Tacoma	1,131.96
001948 Inspectus Inc	503.23
002054 TIMELESS ENTERTAINMENT LLC	620.00
002113 Fastenal Company	125.84
002136 THE LATIMORE COMPANY LLC	350.00
002177 AIR EMISSIONS	289.28
002236 Hough Beck & Baird Inc	184.00
002237 Gordon Thomas Honeywell	8,333.00
002260 HRA VEBA TRUST	376.07
002303 Wet Apple Publishing Inc	877.50
002317 Janis Gibbard	16.50
002323 Ricoh Americas Corporation	440.09
002355 Lisa Krasas	77.74
002372 GRETTE ASSOCIATES LLC	4,635.88
002388 TechDepot	240.10
002402 Aramark Uniform Services	593.39
002414 W&H Pacific Inc	5,232.50
002429 PTV America Inc	21,851.72
002452 HIGHWAY 16 MINI STORAGE LLC	175.00
002466 LAW OFFICES THOMAS D MORTIMER	102.50
002469 Strohs Water Company Inc	148.57
002480 Gig Harbor Historic Waterfront	27,725.00
002484 CTS ENGINEERS OF WA PLLC	53,526.70
002510 Construction Testing Laborator	1,335.00
002550 ESA Adolfsen	6,823.47
002556 American Civil Constructors We	243,831.46
002557 Carollo Engineers PC	27,518.71
002578 NELSON TOOL & EQUIPMENT LLC	175.27
002580 CenturyTel of Washington Inc	4,781.00
002581 Future Homes of Bremerton	58,981.55
002582 Joe Hicks	110.44
002583 Charles Roy	150.00
002584 WLEEA	80.00
002585 RONS AUTO WRECKING	1,411.80
002586 Aerostrip Corporation	13,050.00
002587 United Pacific Structures Inc	31,436.00
002588 ANDREWS HISTORY GROUP	13,950.00
THqtoll HQ Toll Operations	100.00
TQquadran Quadrant Homes	300.00

**Report Total: 735,657.06**

		<u>Amount</u>
<b>JP Morgan Chase</b>		
<b>000799</b>	<b>JP Morgan Chase</b>	
Ck. 59605	12/08/08	
Inv. 002597	lunch for Lund/Zahorsky PR meeting 11/5	52.36
Inv. 024318	cookies, veggies, chips-Attorney interv w	89.88
Inv. 039981	TRCVB annual mtg 11/20 L Lund	25.00
Inv. 067058	11-rubbermaid bins for property room	95.38
Inv. 068412	TRCVB annual mtg 11/20-Karlinsey	25.00
Inv. 088333	anchor adhesive-WWTP Phs I Exp	425.96
Inv. 1027-7	4-water pitchers for meetings	17.30
Inv. 102873344647602	West Digital My Book 1tbhard drive-Molly	181.01
Inv. 105341689767962	LogitechV470 Bluetooth Lasermouse Fumiko	39.98
Inv. 11/17 Flanigan	credit/cancel conf space 11/7-Flanigan	(149.00)
Inv. 11/18&20RobK	meal,fuel,park,Symp&Mtg-11/18&20 Rob K	31.59
Inv. 12/2-3 Glaser	regis recert landscape&turf12/2-3 Glaser	160.00
Inv. 12/9/11 Foote	credit regis st maint clss 12/9-11-Foote	(309.00)
Inv. 12/9/11 Malich	credit regis st maint clss12/9-11-Malich	(309.00)
Inv. 123728	Well #10 inspect & application-PP#1	370.00
Inv. 135327	propane	10.24
Inv. 14674	membership-ChamberBrkfst, L Lund	30.00
Inv. 16258846	anchor adhesive (10) WWTP Phs I Exp	426.44
Inv. 26461	credit/traf simula cancel11/12-13Misiura	(450.00)
Inv. 26461.	cancellation fee of \$35.00	35.00
Inv. 2668513	air filters for Civic Center (60)	451.69
Inv. 27185	reducer, conduit, fittings	224.21
Inv. 2782937	Serv fee paypal bldg/permits/Oct 08	59.95
Inv. 28327	conduit, bushing, 1/2 unlonmet	75.39
Inv. 33266	bushing & 2" galv couplings	11.64
Inv. 36044	6" OSB siding-SkatePrk play structure	55.15
Inv. 37333	squeegee,elbow,409 cleaner, nipples	69.22
Inv. 425607	recording connector	5.41
Inv. 425615	return adapter & bought correct adapter	2.17
Inv. 51021	litter picker uppers (4)	86.59
Inv. 54900	sawzall & bit	72.53
Inv. 6079	reg,Outreach Class,11/19, MelanieFleites	37.00
Inv. 6095	reg,Outreach Class,11/19, D Stubchaer	37.00
Inv. 65827	spade, lug & D&TCMV 1/4-20	14.67
Inv. 700626	coffee-BBC16 LT Level 3 scoring on 10/21	26.02
Inv. 701008	doughnuts-BBC16 LT level 3 scoring 10/21	10.95
Inv. 71969	tarp & D8 packs	55.06
Inv. 77511	paper for cash receipt printer (12)	39.95
Inv. 81068	lght bulb,screws, siding, metal teks	295.94
Inv. 880-18420	credit/cancel IACC reg 11/5-7 Stubchaer	(160.00)
Inv. 880-18420.	cancellation fee of \$25.00	25.00
Inv. 884-18148	cr regist, ProjEst&Budget,11/6,SMisiurak	(200.00)
Inv. 884-18149	cr regist, ProjEst&Budget,11/6,J Chunn	(200.00)
Inv. 9188361989	20 tapes 4mm,12 DAT 72 backup-all depts	489.62
Inv. Acct#9352	Auto Refill GOOD TO GO Patrol/Sept-Oct08	988.00
Inv. Acct#9352.	2009 vactor truck-PW new transp #291302	12.00
Inv. WB-007145387	ink for printer - Civic Center/Custodial	37.02
Ck. 59605	<b>Total</b>	<b>3,420.32</b>
<b>000799</b>	<b>JP Morgan Chase</b>	<b>3,420.32</b>
<b>JP Morgan Chase</b>		<b>3,420.32</b>
<b>Total</b>		<b>3,420.32</b>



**Subject:** Second reading - 2009 budget ordinance

**Proposed Council Action:** Adopt ordinance after second reading

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach, Finance Director

**For Agenda of:** December 8, 2008

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:**

*CLH 12/3/08*

**Approved by City Administrator:**

*PAK 12/2/08*

**Approved as to form by City Atty:**

**Approved by Finance Director:**

*DR 12/2/08*

**Approved by Department Head:**

\_\_\_\_\_

Expenditure Required	\$50,161,318	Amount Budgeted	0	Appropriation Required	\$50,161,318
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**INFORMATION / BACKGROUND**

The total city budget, which includes all funds, is \$50,161,318. Total budgeted revenues for 2009 are \$41.5 million while budgeted beginning fund balances total \$8.6 million. Total budgeted expenditures for 2009 are \$41.4 million and budgeted ending fund balances total \$8.7 million.

The General Fund accounts for 22 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 36 percent and 39 percent of total expenditures. General government debt service funds are 3 percent of 2009 budgeted expenditures.

**FISCAL CONSIDERATION**

Total budgeted resources for 2009 are \$50,161,318. This is a \$19,842,172 decrease from the 2008 budget. Budgeted beginning fund balance for all funds in 2009 is \$8,570,985 and the 2009 budget for total revenues is \$41,590,332. The table below compares 2008 and 2009 resources budgets.

	2008	2009	Difference
Beginning Fund Balance	12,625,658	8,570,985	-4,054,673
Total Taxes	10,676,497	9,198,576	-1,477,921
Total Licenses & Permits	1,752,181	915,732	-836,449
Total Intergov't Revenues	10,039,879	1,730,249	-8,309,630
Total Charges For Services	6,354,940	5,391,267	-963,673
Total Fines & Forfeits	154,140	133,264	-20,876
Total Miscellaneous Revenues	7,997,614	10,341,146	2,343,532
Transfers In	7,651,256	3,787,098	-3,864,158
Other	12,751,325	10,093,000	-2,658,325
<b>Total</b>	<b>70,003,490</b>	<b>50,161,318</b>	<b>-19,842,172</b>

2009 budgeted beginning fund balances are \$8,570,985, this is down nearly \$4.1 million from 2008. This is in line with the 2008 budget which planned a total ending balance of \$8,538,080.

Intergovernmental revenues are where grants are accounted for. The decrease from 2008 is mostly the result of the \$5 million CERB and \$2.7 million TIB grants being expended in 2008.

The major recipient of transfer revenues are the capital funds and the debt service funds. Expected resources are down from previous years; correspondingly, capital projects have been pared from the 2009 budget and transfer revenues are down.

The category titled "Other" is where the city accounts for proceeds resulting from the city borrowing through the issuance of long term debt. Long term debt in the amount of \$10 million is planned in 2009 for the treatment plant expansion.

Miscellaneous Revenues are up over 2008. This increase is largely explained by planned developer contributions in the amount of \$9 million for street development.

Total budgeted expenditures for 2008 are \$41,389,106. Capital projects account for \$21.8 million of the budget, while transfers between funds make up an additional \$3.8 million. Personnel costs contribute \$9.2 million and supplies, services and debt service make up the balance of the 2008 budget.

Total budgeted ending fund balance across all funds is \$8,672,211.

The 2009 budget proposes the deletion of the following full-time equivalent employees (FTEs):

- Building Inspector - 2 FTE
- Associate Planner
- Receptionist – ½ FTE
- Community Services Officer – ½ FTE
- Custodian – ½ FTE
- Senior Engineer – ½ FTE



The budget for the Civic Center Debt Reserve was increased by \$100,000 to account for the budgeted transfer in from the General Fund.

The 2009 proposed salary schedule was changed from the first reading as follows:

	<b><u>1<sup>st</sup> Reading Proposed Range</u></b>	<b><u>2<sup>nd</sup> Reading Proposed Range</u></b>
Senior Planner	\$5,385 - \$6,731	\$5,536 - \$6,920
Associate Planner	\$4,387 - \$5,484	\$4,541 - \$5,676
Executive Assistant	\$4,276 - \$5,345	\$4,067 - \$5,083

The planner positions were changed because we learned that one of our comparable cities had misclassified their Associate Planner Position as a Senior Planner and their Assistant Planner as an Associate Planner. Bonney Lake does not have a Senior Planner position.

The Executive Assistant position is merely the correction of an error.

**RECOMMENDATION / MOTION**

**Move to:** Adopt ordinance after second reading.

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,  
WASHINGTON, FOR THE 2009 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 2009 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 24 and December 8, 2008 at 6:00 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2009 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 2009 proposed budget; and

**WHEREAS**, the 2009 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 2009 and being sufficient to meet the various needs of Gig Harbor during 2009.

**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 2009 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 2009 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2009 as set forth in the following:

2009 BUDGET APPROPRIATIONS

FUND / DEPARTMENT		AMOUNT
001	<b>GENERAL GOVERNMENT</b>	
01	Non-Departmental	\$1,978,847
02	Legislative	30,350
03	Municipal Court	382,800
04	Administrative / Financial / Legal	1,298,890
06	Police	2,725,842
14	Planning / Building / Public Works	1,591,992
15	Parks and Recreation	721,100
16	City Buildings	319,750
19	Ending Fund Balance	875,110
<b>TOTAL GENERAL FUND - 001</b>		<b>9,924,681</b>
101	STREET OPERATING	1,660,416
102	STREET CAPITAL	10,193,430
105	DRUG INVESTIGATION FUND	93,295
107	HOTEL / MOTEL FUND	423,715
108	PUBLIC ART CAPITAL PROJECTS	106,697
109	PARK DEVELOPMENT FUND	2,359,286
110	CIVIC CENTER DEBT RESERVE	<del>4,032,012</del> 4,132,012
208	LTGO BOND REDEMPTION	1,305,005
209	2000 NOTE REDEMPTION	99,969
210	LID 99-1 GUARANTY	100,194
211	UTGO BOND REDEMPTION	386,070
301	CAPITAL DEVELOPMENT FUND	209,388
305	GENERAL GOVT. CAPITAL IMPROVEMENT	166,224
309	IMPACT TRUST FEE	454,553
401	WATER OPERATING	1,248,843
402	SEWER OPERATING	2,817,630
407	UTILITY RESERVE	192,508
408	UTILITY BOND REDEMPTION FUND	486,577
410	SEWER CAPITAL CONSTRUCTION	11,284,038
411	STORM SEWER OPERATING	876,692
412	STORM SEWER CAPITAL	229,000
420	WATER CAPITAL ASSETS	1,409,149
605	LIGHTHOUSE MAINTENANCE TRUST	1,946
<b>TOTAL ALL FUNDS</b>		<b>\$50,161,318</b>

Section 3. Attachment "A" is adopted as the 2009 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2009 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 \_\_\_th day of December, 2008.

Charles L. Hunter, Mayor

ATTEST:

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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

City Administrator	9,323	11,654	<b>Old Business - 1</b>
Chief of Police	7,758	9,698	
Public Works Director	7,283	9,104	
Finance Director	7,268	9,085	
Police Lieutenant	6,594	8,243	
Building & Fire Safety Director	6,336	7,920	
City Engineer	6,336	7,920	
Information Systems Manager	6,336	7,920	
Planning Director	6,336	7,920	
Police Sergeant	6,207	7,103	
Senior Engineer	5,905	7,381	
Tourism Marketing Director	5,905	7,381	
City Clerk	5,546	6,933	
Public Works Superintendent	5,624	7,030	
Wastewater Treatment Plant Supervisor	5,624	7,030	
Court Administrator	5,565	6,956	
Senior Planner	5,536	6,920	
Associate Engineer	5,414	6,768	
Assistant Building Official/Fire Marshall	5,128	6,410	
Accountant	5,230	6,538	
Field Supervisor	5,017	6,271	
Associate Planner	4,541	5,676	
Police Officer	4,518	5,647	
Construction Inspector	4,429	5,536	
Planning / Building Inspector	4,429	5,536	
Payroll/Benefits Administrator	4,380	5,474	
Wastewater Treatment Plant Operator	4,227	5,284	
Mechanic	4,135	5,169	
Assistant City Clerk	4,067	5,084	
Engineering Technician	4,067	5,084	
Executive Assistant	4,067	5,084	
Special Projects Coordinator	4,067	5,084	
Information System Assistant	4,100	5,125	
Maintenance Technician II	3,953	4,941	
Assistant Planner	3,941	4,926	
Permit Coordinator	3,941	4,926	
Community Services Officer	3,716	4,645	
Finance Technician	3,703	4,629	
Community Development Assistant	3,736	4,670	
Lead Court Clerk	3,574	4,468	
Administrative Assistant	3,284	4,105	
Police Services Specialist	3,232	4,040	
Court Clerk	3,188	3,985	
Custodian	3,175	3,969	
Maintenance Technician I (Laborer)	3,175	3,969	
Administrative Receptionist	2,780	3,475	
Community Development Clerk	2,780	3,475	

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property tax collections by more than 1% per year (not including property tax from new construction). Because of this cap, if total assessed value goes up (which it has in our case), the rate side of the equation will go down. Meanwhile, the total amount collected will still go up.

Total budgeted resources for 2009 are \$50,061,318~~48,132,018~~. This is a \$19.921~~9~~ million decrease from the original 2008 budget, which was \$70,003,490. Budgeted beginning fund balance for all funds in 2009 is \$8,570,985~~9,275,176~~ and the 2009 budget for total revenues is \$41,490,333~~38,856,842~~. The table below shows where the large increases are expected to occur.

	2008	2009	Difference
Beginning Fund Balance	12,625,658	8,570,985	(4,054,673)
Total Taxes	10,676,497	9,198,576	(1,477,921)
Total Licenses & Permits	1,752,181	915,732	(836,449)
Total Intergov't Revenues	10,039,879	1,730,249	(8,309,630)
Total Charges For Services	6,354,940	5,391,267	(963,673)
Total Fines & Forfeits	154,140	133,264	(20,876)
Total Miscellaneous Revenues	7,997,614	10,341,146	2,343,532
Transfers In	7,651,256	3,687,098	(3,964,158)
Other	12,751,325	10,093,000	(2,658,325)
<b>Total</b>	<b>70,003,490</b>	<b>50,061,318</b>	<b>(19,942,172)</b>

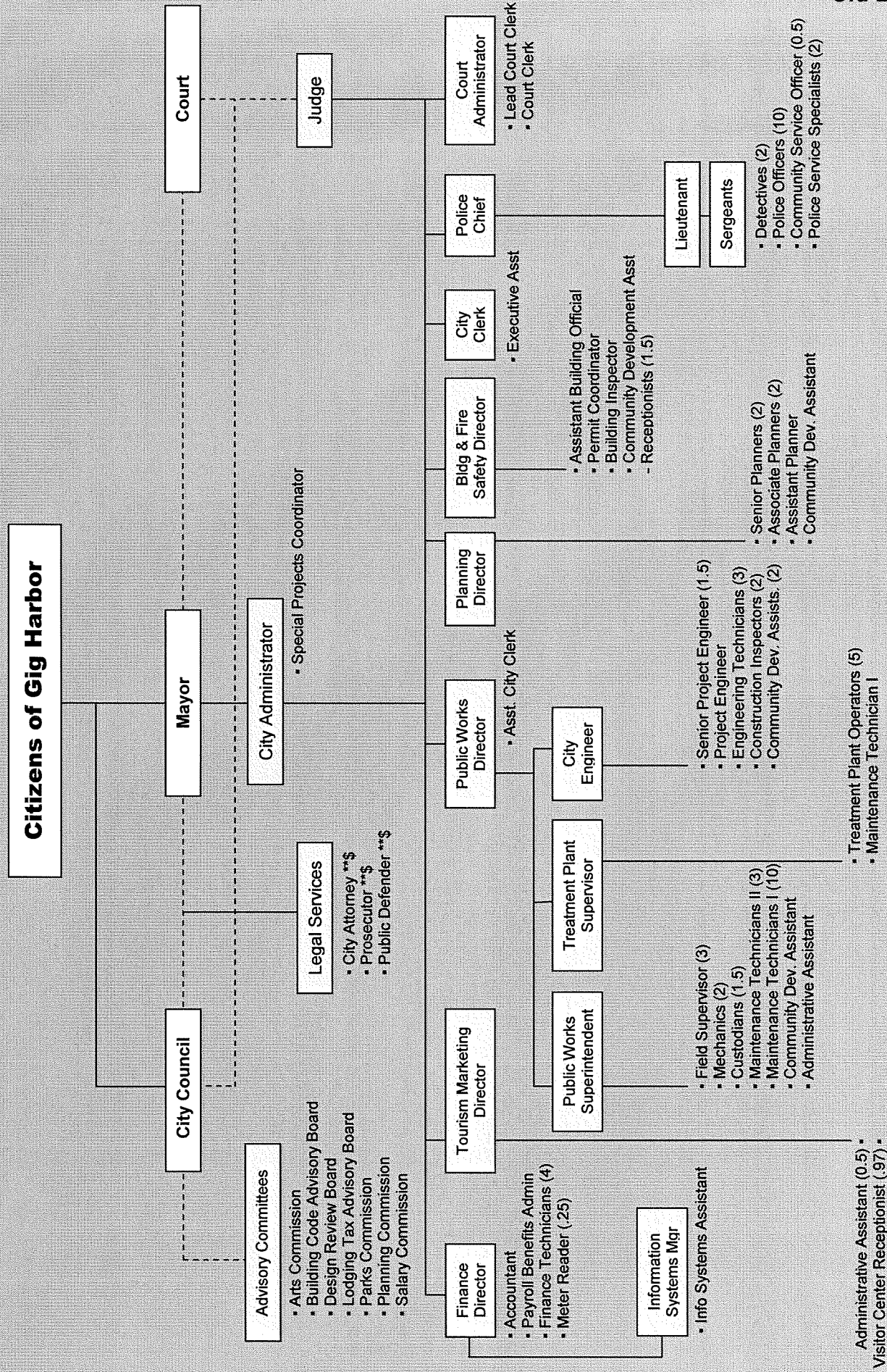
While no position reclassifications are being proposed at this time, the following staffing reductions are being proposed due to shortfalls in our revenue projections:

Receptionist <u>(1/2)</u>	Building & Fire Safety
<del>Receptionist</del>	<del>Building &amp; Fire Safety</del>
Building Inspector	Building & Fire Safety
Building Inspector	Building & Fire Safety
Planner	Planning
<del>Finance Technician</del>	<del>Finance</del>
Community Services Officer (1/2)	Police
<del>Maintenance Technician I</del>	<del>Public Works</del>
Custodian (1/2)	Public Works
Senior Engineer <u>(1/2)</u>	Public Works
<del>Engineering Admin. Assistant</del>	<del>Public Works</del>

Of the positions above, four~~two~~ will go from full time to half time. One position (building inspector) is currently vacant, and another (Senior Engineer) is currently filled by a part time temporary employee.

# 2009 Organizational Chart

\*\* \$ Consultant Services



Administrative Assistant (0.5) • Visitor Center Receptionist (.97) •

**ADMINISTRATION  
NARRATIVE OF OBJECTIVES 2009**

**Administration**

1. **Personnel Policies Update.** Complete and implement the personnel policies update. Implement the new Drug and Alcohol Testing policies and procedures.
  
2. **Economic Development.** ~~If time allows, Support business groups in developing~~ 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. Begin implementation of the downtown business plan that was produced in 2008.
  - Mainstreet Program. Provide limited funding for the Gig Harbor Historic Waterfront (Mainstreet) association and its continued activities to promote downtown businesses. A portion of the city funding can come from in-kind city contributions (office space, etc.) **\$35,000.**
  - Downtown Parking Strategy. ~~If time and resources allow, review the 2008 parking study and work with the~~ Support downtown businesses ~~to in~~ completeing and implementing a downtown parking strategy, including a potential lease or acquisition of a public parking lot.
  - Pier Options. This is a 2008 project that may carry over into 2009. Work with the Skansie Pier Options Feasibility Committee to investigate the economic and physical feasibility of a commercial dock, temporary floats and/or an extension of the Jerisich Dock at Skansie Brothers Park. Review other locations that could be purchased, leased or upgraded for public use. A pier would bolster the local fishing industry, preserve local jobs, and enhance the Gig Harbor business climate and overall economy. Apply for state and/or federal grant funds to finance the project. **\$205,000 - Carry forward from 2008 if necessary.**
  - ~~Fuel Dock.~~ ~~As time allows, explore ways to promote a fuel dock in Gig Harbor. Explore Public-Private partnerships, grants, earmarks, and other funding mechanisms.~~
  
3. **Eddon Boatyard Building and Park.** Complete the Eddon Boatyard Building restoration project funded by the State's Heritage Capital Projects Grant (reimbursable grant) to provide public access for heritage programming sponsored by the Gig Harbor BoatShop. This work includes construction of



public restrooms in the brick house. (Funded through parks capital fund) **\$964,522** (\$95,000 of which is a General Fund contribution to pay for the park share of the restroom construction) - ~~December~~July.

4. **Eddon Boat Park Brick House.** Create a plan to implement the proposed use(s) of the Eddon Boat Park Brick House as recommended by the Parks Commission and approved by the City Council. Seek for and establish funding to convert the building into the intended use. Restroom improvements to the house are anticipated for 2009.
5. **State and Federal Lobbying Efforts.** Carry on state and federal lobbying efforts to maintain current local government control and authority as well as streamlined sales tax mitigation. For the 2009 legislative session, request additional capital funding from the state for the treatment plant expansion and outfall extension. Introduce bills that would improve the City's local control of land use matters.

Further pursue federal earmarks. Request additional federal funds for the completion of the Donkey Creek Day-Lighting project. Request Burnham Interchange funds through the federal transportation reauthorization and economic stimulus processes. Apply for STAG grants for sewer system improvements.

Continue to take the lead on forming and developing the Greater Peninsula Partnership. This is a partnership of the cities and counties from Bremerton south to Gig Harbor, and the purpose of this partnership is to speak with one voice on legislative issues such as transportation funding and regional economic development.

Maintain contract with a lobbying firm at the state level. **\$305,000.**

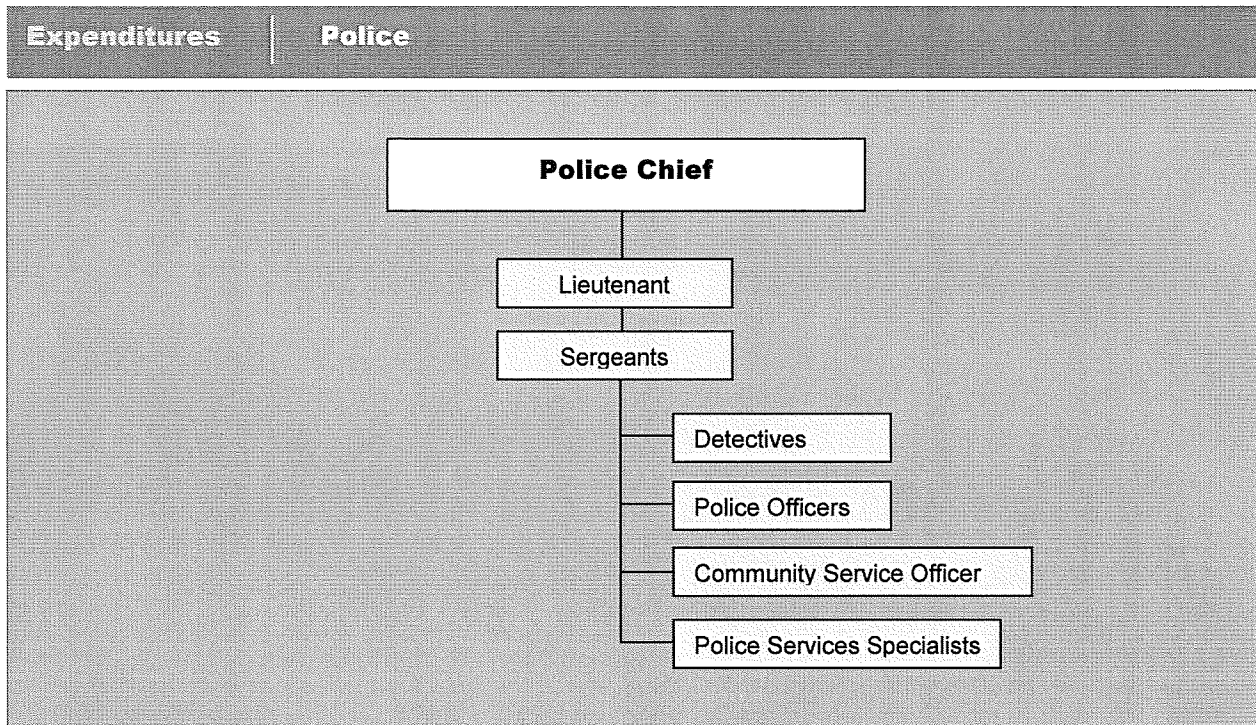
Continue the federal lobbying contract through June 2009. \$37,500 – June.

6. **State and Federal Grants.** Continue to aggressively seek, pursue, and apply for state and federal grants, as well as grants from the non-profit and private sectors. Provide periodic grant status reports to the Mayor and City Council.
7. **Capital Improvement Plan.** Implement and further develop the 5-year capital improvement plan. This plan includes capital improvements for parks, transportation, and utilities.
8. **Gig Harbor North Visioning.** Work with Gig Harbor North developers and community members to further develop and recommend a vision and action plan for the Gig Harbor North area of the city. A major component of this vision is the creation of a city park and pedestrian amenities.
9. ~~**County/City SEPA Mitigation and/or Impact Fee Sharing.** In concert with the city's Planning Department, work with the county to develop more formalized SEPA mitigation and/or impact fee sharing and coordination.~~

10. ~~**Affordable Housing.** Serve as a resource to the Planning Department in researching and recommending an affordable housing plan for the city.~~  
**December.**
11. **Boys & Girls Club.** No contribution in 2009 to the Gig Harbor Boys & Girls Club for youth recreation programs or capital construction.
12. **Harbor History Museum Donkey Creek Easement.** Pay the second of five \$80,000 installments toward the creek easement at the Harbor History Museum.
13. **Performance Measurement.** Continue to track meaningful measures of performance that communicate to the public how well the city is spending the public's money. Communicate those measures to the public, and also use them as a tool to improve city operations.
14. **Citizen Survey.** Do not conduct a citizen survey in 2009. Implement a strategy for improving upon issues identified in the 2008 survey. In 2010, contract with the National Citizen Survey to conduct another survey of the same questions.  
**Ongoing.**
15. **Certified Local Government Program.** Continue to implement the CLG program under DAHP. Use the Dec-2008 CLG funded Cultural Resources Survey to refine Historic District boundaries and characteristics for zoning and Design Review Guidelines, register city-owned historic properties, continue making application for county, state and federal grants under the CLG program.  
**December.**

#### City Clerk's Office

1. **Phase out passport services.** To enable the executive assistant to focus on regular job functions and to be able to take on additional support duties, we will discontinue the processing of passports. **January.**
2. **Form a records committee.** Formation of a committee comprised of representatives from each department to discuss the handling of public records and compliance with the state retention schedule. **January – December.**



**DESCRIPTION OF FUNCTION**

Our mission is to continually provide exceptional law enforcement services to our citizens; always looking for ways to improve our performance through strong partnerships with our community.

**ADMINISTRATION**

The Administrative Unit is comprised of a Chief of Police and a lieutenant, who provide direction and support to the agency. This includes short, medium, and long-range planning and forecasting, resource acquisition, responsible budget formulation and administration, and employee development through ongoing training and performance reviews. Additionally, a community service officer and two (2) police services specialists provide support services which include community outreach services, information management, retention and dissemination, and the provision of direct citizen services such as fingerprinting, background checks, and the issuance of concealed pistol licenses.

**OPERATIONS**

The Operations Unit is responsible for the majority of direct police services throughout the city. This includes patrol, detectives, traffic enforcement, drug control, and other investigative duties. The patrol function provides police visibility, responds to calls for service, interacts collaboratively with citizens, and performs the initial investigation of crimes. Detectives complete follow-up investigations of more serious and complex

10. **Affordable housing.** Work with a consultant to develop potential policies and regulations that would promote housing more affordable than that currently being developed within the city based on the housing needs assessment conducted in 2008. **Postponed until 2010.**
11. **Shoreline plan update.** Update the shoreline plan. The State of Washington is requiring that the city update the city's Shoreline Master Program by 2011. The experience of other cities and counties is that the update process is taking far longer than anticipated. In addition, the city's existing shoreline regulations have not been substantially updated since 1973 and the regulations are out of date. **\$53,000.**
12. **View basin sub-area plan.** Continue development of a sub-area plan for the view basin (including downtown). The city's view basin area relates directly to the shoreline. The view basin is also the most fragile area of the city. It is also the most visible area of the city and a major reason why Gig Harbor is a desirable place to live. A sub-area plan for the view basin would take into account all aspects of the area including design, transportation, land use, zoning, and infrastructure. **Postponed until 2010.**
13. **Review GMA population allocations.** Review allocations to assess the feasibility of reducing density in some areas and increasing density in other areas of the city.
14. **Parks, Recreation, and Open Space Plan.** Staff will develop the plan in-house.  
**2009-2010 - \$0.**

City of Gig Harbor  
 2009 Budget  
 Performance and Workload Measures

Department: Planning

Division: \_\_\_\_\_

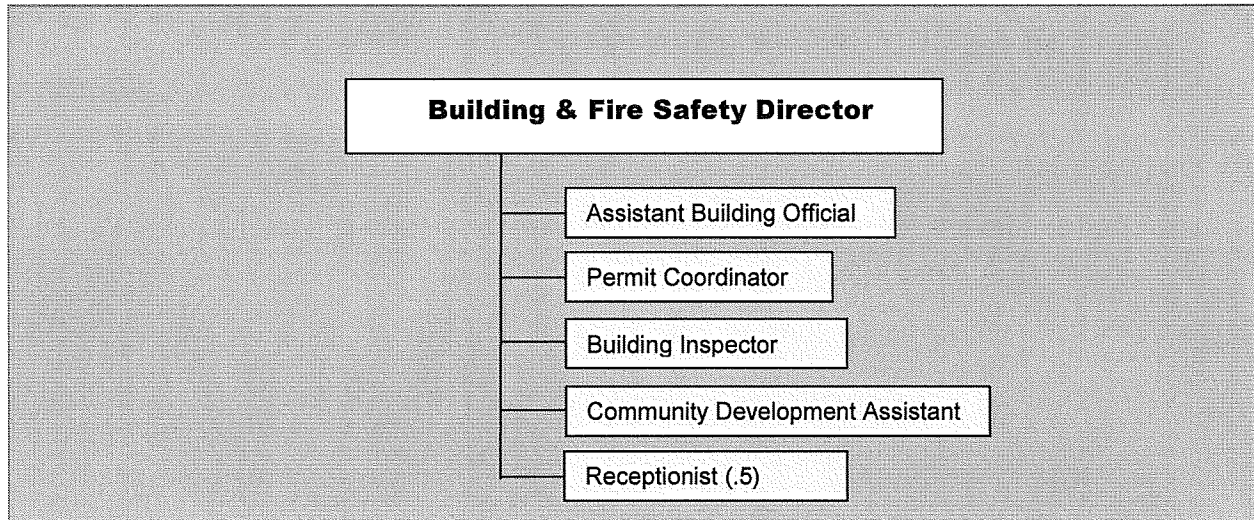
2006 Actual	2007 Actual	2008 Estimate	2009 Goal
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Performance Measures

1	% of Land Use Cases processed in 120 days	n/a	n/a	98%	100%
2	% of Preliminary Plats processed in 90 days	n/a	n/a	95%	100%
3	% of Short Plat processed in 30 days	n/a	n/a	95%	100%

Workload Measures

1	Number of Land Use Cases	n/a	470	480	500
2	Amount of Fees Collected	n/a	\$ 299,841.25	\$ 111,000.00	\$ 95,000.00



### DESCRIPTION OF FUNCTION

1. **Policy guidance.** Advise city officials on policy matters related to building construction, fire and life safety, code enforcement and emergency management.
2. **Community activities.** Promote community health and safety by providing information and education on matters related to building construction; fire and life safety; and emergency preparedness.
3. **Construction Permitting.** Advance safety and durability in the city's built environment through review, permitting, inspection and approval of all work regulated under GHMC Title 15.
4. **Fire Prevention.** Reduce hostile fires through fire code enforcement, fire/explosion investigation, inspection of commercial occupancies, and administration a fire code operational permit program.
5. **Code Compliance.** Maintain community safety and livability through enforcement of municipal code requirements related to building and fire safety as prescribed under GHMC Title 15 in cooperation with other city departments and federal, state and regional agencies.
6. **Emergency Management.** Facilitate community emergency preparedness and maintain federal grant eligibility through development and maintenance of National Incident Management System (NIMS) compliant emergency management plans, facilities, training, and exercise programs in cooperation with state, regional and local stakeholders and response partners.

**BUILDING & FIRE SAFETY  
NARRATIVE OF OBJECTIVES 2009**

1. **Develop a draft department master plan.** Engage stakeholders, customers, elected and appointed officials, and city staff in the development of a draft department master plan. **December.**
2. **Update construction codes.** Cooperate with regulatory partners to assess and adopt updated construction codes in accordance with state law. **September.**
3. **Improve staff competency and professionalism.** Improve staff competency and professionalism, and maintain certifications, through participation in code update and other relevant professional development opportunities. **December.**
4. **Increase utilization of existing LIS capabilities.** Increase utilization of existing LIS capabilities by increasing staff access to the system; providing additional staff training; and development of related operating policies and procedures. **August.**
5. **Improve inspector efficiency through wireless technology.** Improve inspector efficiency by providing wireless field access to internet, MyBuildingPermit.com (MBP) and LIS resources. **June.**
6. **Post a Building/Fire Safety/Emergency Management web page on the city's web site.** Provide the public with on-demand access to building/fire safety and emergency management program information through development and maintenance of the department's web page. **July.**
7. **Develop electronic plan submittal and review options.** Investigate the customer service opportunities and benefits of electronic plan review through a pilot program in cooperation with MyBuildingPermit.com members. **July.**
8. **Expand e-permitting opportunities.** Utilize additional opportunities for electronic permitting of appropriate permit types in conjunction with MBP partners. **December.**
9. **Provide fire inspection and investigation programs.** Cancel the contract with Pierce County Fire District No. 5 for performance of annual fire code inspections and provide a limited in-house program. ~~Continue to~~Cancel contract with the Pierce County Fire Marshal's Office for investigations. **FD 5 contract savings \$73,000 / PCFMO contract amountsavings \$6,300—January.**
10. **Participate in emergency management training and exercises in cooperation with response partners.** Improve city and regional emergency preparedness through participation in at least one joint training and exercise opportunity. **December.**

**PARKS DIVISION  
NARRATIVE OF OBJECTIVES 2009 - 2014**

1. **Streetscapes.** Install additional street planters and landscape improvements in the Hunt, Seaview, Borgen Boulevard, Pioneer Way and Point Fosdick corridors. **\$102,000 – December.**
2. ~~**Irrigation upgrades.** Install remote irrigation programming devices on Pioneer Way, Borgen Boulevard, Civic Center, and City Park. **\$3,000 – March.**~~
3. **Tree lighting in the park.** Provide entertainment for the annual tree lighting event. (This expense will come from corporate community support). **\$ 1,500 – December.**
4. **Healthy Harbor.** A new community-wide parks and recreation event that will be managed by the marketing department. (Financed entirely by cCorporate community sponsorship ~~\$10,000~~). **\$1322,000 – December.**
5. **Sign placement and repair.** Provide informational signage and destination signs at significant locations and/or repair existing signage. **\$102,000 – December.**
6. **Holiday decorations.** Decorate streetscapes along city arterials with seasonal banners throughout the year. The winter holiday season will be decorated with cedar garlands and 4" bows to bring a warm, festive look to the harbor (marketing funds). Work with business groups and merchants to offset the cost. **\$4,000 – November.**
7. **Arts Commission Project Support Program.** Continue an Arts Commission Project Support Program to provide funding to non-profit art and cultural arts organizations that provide benefit for city residents. The program will also fund non-profit organizations that want to do arts projects that involve city residents, such as community service organizations, civic organizations, or libraries. Projects that benefit city residents are the core focus. Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. ~~Due to budget constraints, fund out of the Art Capital Fund in 2009.~~ **\$30,50020,000 – December.**
8. **Concerts in the Park.** Provide support for weekly concerts at Skansie Brothers Park during the summer months (~~\$40,000 of this budget comes from~~ Financed entirely by corporate community support.) **\$1317,000 – June – September.**



**STREET DIVISION - CAPITAL  
NARRATIVE OF OBJECTIVES 2009**

1. **Burnham/SR16/Borgen Blvd corridor improvements.** Construct the remaining interim hospital mitigation improvements. Funded all by FHS and developer contributions. **\$7,500,000 – December.**
2. **Harborview/Pioneer Intersection and Uddenberg Lane.** Replace the former flower box with a stronger, reinforced barrier; install a traffic calming device and/or one-way Pioneer from Harborview to Judson. Rehabilitate the pavement on Uddenberg. **\$400,000 - May.**
3. **Donkey Creek daylighting.** Design and permit daylighting (convert from pipe to open channel flow) of Donkey Creek from the harbor to North Harborview Drive. (Funding from federal grant.) **\$950,000 – 2009-2010.**
4. **38<sup>th</sup> Street sidewalk / bike lane / roadway improvements.** Preliminary conceptual design and engineering. Carry forward 2008 appropriation to mid-2009. **\$1050,000 – December.**
5. **Street maintenance.** Annual street rehabilitation design and construction. **\$0100,000.**
6. **Sidewalk gap connection.** Design and construct various missing sections of sidewalk as budgeting funding allows. **On hold.**
7. **Point Fosdick sidewalk gap.** Design and construct missing sidewalk link on Point Fosdick from 45<sup>th</sup> St. Ct. to Briarwood Lane. **Postpone until 2010 or beyond.**
8. **Public parking lot.** Explore leasing property for a public parking lot in the waterfront downtown area, along with minor improvements such as placement of gravel or pervious pavement. **Postpone until 2010 or beyond.**
9. **BB16 Interchange.** Begin state and federal approval processes for the long-term solution. Position the interchange for state and federal funding. **\$100,000 – December.**

**Total capital outlay is \$8,950,0009,760,500**

**PARKS DEVELOPMENT DIVISION  
NARRATIVE OF OBJECTIVES 2009**

1. **Eddon Boat Park building restoration.** Includes restrooms in the brick house. **\$964,522 - December (funded by State Heritage Grant plus \$95,000 General Fund contribution to help pay for the park share of the restroom; see p. 61).**
2. **Skansie Net Shed.** Reinforce and/or replace aging pilings to improve the structural integrity of the Skansie Net Shed. This is a carry forward from 2008. **\$51,000 – December.**
3. **Kenneth L. Marvin Veterans Memorial Park Picnic Shelter and Restrooms.** Public Works staff will construct the picnic shelter and, in a separate project, construct the public restrooms for the new KLM Veterans Memorial Park. These two projects are a carry forward from 2008. **\$90,000 – May.**
42. **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 to help fund the maritime pier. **No funding in 2009.**
53. **Jerisich Park Dock summer moorage extension.** Postpone due to funding constraints.

**WATER DIVISION - OPERATING  
NARRATIVE OF OBJECTIVES 2009**

1. **Backflow device testing and inventory.** Continue to develop an inventory of existing city-owned backflow devices and conduct testing and repairs of any found defects in the devices. **\$105,000 – November.**
2. **Conservation program.** Conduct a comprehensive leak detection program for the water distribution system in conjunction with the city's water conservation program as recommended by the State Department of Health. **\$5,000 – December.**
3. **Newsletter.** Mail newsletter regarding water system performance in accordance with Department of Ecology requirements. **\$3,000 – October.**

**WASTEWATER DIVISION – CAPITAL  
NARRATIVE OF OBJECTIVES 2009**

1. **Odor control.** Purchase and install odor control equipment and computer control system to minimize potential odors at the WWTP and collection system as sources and solutions are identified. **\$5020,000 – ongoing.**
2. **Wastewater Treatment Plant Expansion.** Complete the construction of the treatment plant Phase 1 improvements. **\$15,000,000 – December.**
3. **Liftstation Upgrades.** Implement a replacement program for upgrading and modifying old, outdated liftstations that were constructed as part of original ULID #1 improvements. (Design and engineering). **\$40075,000 – November.**
4. **Wastewater Outfall Completion.** Complete the construction of the final segment of the Marine Outfall. **Postpone until 2010.**
5. **Wastewater Treatment Plant Expansion – Phase II Design.** Complete the design of Phase II of the treatment plant. **Postpone until 2010 or beyond.**

**Total capital outlay is \$15,150,000**

**STORM WATER DIVISION - OPERATING  
NARRATIVE OF OBJECTIVES 2009**

1. **NPDES PHASE 2.** Continue phased implementation of comprehensive city wide storm water quality monitoring program. This is a newly enacted DOE yearly permit requiring all cities to develop and implement a comprehensive storm water quality monitoring, educational, and enforcement program. **\$10070,000 – December.**
2. **Stormwater Comprehensive Plan update.** Adopt the Stormwater Comprehensive Plan . **\$20,000 – June.**
3. **Pierce County/City Storm Drain GIS Survey Assistance.** **\$8,000 – December.**

**WATER DIVISION – CAPITAL  
NARRATIVE OF OBJECTIVES 2009**

1. **Gig Harbor North Well Site (Well No. 9).** Permit a 1,000 gpm primary deep source well and work with Department of Health and Department of Ecology to procure additional water rights for a primary well adjacent to the Gig Harbor North Tank. **\$110,000 – December.**
2. **Crescent Creek Well (Well No. 10).** Drill and test the new well then design and construct final well development equipment and structures to and bring on-line. Initial well development was scheduled for 2008. ~~\$300,000~~**\$200,000 – June.**
3. **Ried & Hollycroft Intertie.** Replace approximately 20 feet of 4-inch water pipe with 8-inch water pipe to match size downstream to eliminate flow bottleneck. **\$25,000 – September.**
4. **System upgrades.** Replace five (5) existing PRV valves at various locations within the water distribution system. (\$35,000) Replace existing chlorine pumps, tanks and monitors with more reliable units. (\$23,000) – ~~\$5835,000~~ **\$58,350 – November.**
5. **Water rights annual advocate/permitting.** Procure a water rights advocate to ensure the continued permitting with state agencies for additional water rights for the City. **\$20,000 – December.**
6. **Groundwater recharge preliminary report.** Develop a preliminary groundwater recharge feasibility report to explore the feasibility of recharging groundwater in the future. If feasible, groundwater recharge may facilitate obtaining water extraction rights in the future. **Postpone until 2010 or beyond.**
7. **Harborview Drive waterline replacement.** Replace the existing asbestos-concrete waterline on Harborview Drive. **Postpone until 2010 or beyond.**
8. **Stinson Avenue waterline replacement.** Replace the existing asbestos-concrete waterline on Stinson Avenue. **\$201,000 – November.**

**Total capital outlay is \$842,700**



**Subject: Second reading of ordinance amending the 2008 budget**

Dept. Origin: Finance  
Prepared by: David Rodenbach  
For Agenda of: December 8, 2008  
Exhibits: Ordinance

**Proposed Council Action:**

Adopt ordinance amending the 2008 budget

**Initial & Date**

Concurred by Mayor: CLH 12/1/08  
Approved by City Administrator: POK 12/1/08  
Approved as to form by City Atty: \_\_\_\_\_  
Approved by Finance Director: DR 12/1/08

Expenditure Required	0	Amount Budgeted	\$0	Appropriation Required	see fiscal consideration
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**INFORMATION / BACKGROUND**

The 2008 Street Operating fund budget is expected to exceed the original budget by an estimated \$214,000.

The fund started the year in the hole with beginning fund balance falling short of projections by \$195,000. Our 2007 year-end project estimation is the culprit for missing our target by such a large margin.

In addition, more resources were spent or allocated to street maintenance than originally budgeted or planned. Some of these activities, such as roadside maintenance, could have been charged to storm maintenance, but weren't. At this time the 2008 Storm budget is projected to be \$189,697 under budget.

More staff time and resources have been allocated to activities such as roadside maintenance (including a new road - Harbor Hill Road), sign maintenance, traffic control devices and bulb replacement in street lights, while less resources have been allocated to the Storm fund.

**FISCAL CONSIDERATION**

The city transferred \$250,000 from the General Fund into the Street Operating fund to cover the expected budgetary shortfall.

**RECOMMENDATION / MOTION**

**Move to:** Pass ordinance amending the 2008 Budget after a second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE 2008 STREET OPERATING FUND BUDGET.

WHEREAS, an adjustment to the 2008 annual appropriation of the Street Operating fund is necessary to conduct city business; and

WHEREAS, the Street Operating Fund 2008 beginning fund balance was \$195,242 lower than estimated in the 2008 budget and expenditures are expected to be \$214,000 more than the 2008 budget; NOW, THEREFORE,

THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:

Section 1. The 2008 Budget shall be amended as follows:

Fund	Original Appropriation	Amended Appropriation
101-Street Operating	\$1,900,522	\$2,158,418

Section 2. The Gig Harbor City Council finds that it is in the best interests of the City to increase the Street fund appropriations as shown above, and directs the Finance Director to amend the budget as shown above.

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: \_\_\_\_\_



**Subject:** Adoption of a Resolution Containing Findings of Fact for Denial of Comp Plan Amendment COMP 08-0001

**Dept. Origin:** Planning Department

**Prepared by:** Tom Dolan  
Planning Director

*TD*

**For Agenda of:** December 8, 2008

**Proposed Council Action:** Adopt Resolution

**Exhibits:** Final Ordinance

Initial & Date

**Concurred by Mayor:**

*CLH 12/5/08*

**Approved by City Administrator:**

*RH*

**Approved as to form by City Atty:**

*see email*

**Approved by Finance Director:**

\_\_\_\_\_

**Approved by Department Head:**

*TD 12/4/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

On November 24, 2008 the City Council made a decision on the 2008 Amendments to the Comprehensive Plan. The City Council approved 8 of the 9 proposed amendments and denied one amendment (COMP 08-0001). GHMC 19.09.180 requires that all comprehensive plan amendments that are rejected to be addressed in a resolution.

**FISCAL CONSIDERATION**

None

**RECOMMENDATION / MOTION**

Adopt Resolution \_\_\_\_\_ specifying findings of fact for the denial of Comp Plan Amendment COMP 08-0001.

Towslee, Molly

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**From:** Dolan, Tom  
**Sent:** Thursday, December 04, 2008 4:54 PM  
**To:** Towslee, Molly  
**Subject:** FW: Resolution denying COMP 08-0001.doc

FYI

Tom Dolan  
Planning Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
253-853-7615 phone  
253-858-6408 fax

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**From:** Angela S. Belbeck [mailto:abelbeck@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 4:17 PM  
**To:** Dolan, Tom  
**Cc:** W. Scott Snyder  
**Subject:** RE: Resolution denying COMP 08-0001.doc

Tom, I would add one more WHEREAS (to be the last one) to read:

"WHEREAS, GHMC 19.09.180 requires that all comprehensive plan amendments that are rejected be addressed in a resolution;"

Also, in section 1, in the third sentence (beginning "Based upon..."), change the word "concluded" to "concludes."

Overall, there is probably more information included than really necessary, but it creates a clear record of what the applicants would need to address in order to bring the item forward at a later date.

As we consider a code revision to address the issue of ever-changing applications, we might also want to revisit whether a separate resolution for denial is necessary if the denial is addressed in the main ordinance.

Let me know if you need anything further.  
--Angela

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**From:** Dolan, Tom [mailto:DolanT@cityofgigharbor.net]  
**Sent:** Thursday, December 04, 2008 3:48 PM  
**To:** Angela S. Belbeck  
**Subject:** Resolution denying COMP 08-0001.doc

Angela - here is the quick and dirty Resolution for the denial of COMP 08-0001. Do you think it will work? It is a cut and paste job from the ordinance.

Tom D.

RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DENIAL OF COMP 08-0001 AS PART OF THE 2008 COMPREHENSIVE PLAN ANNUAL CYCLE.**

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**WHEREAS**, the Growth Management Act prevents the processing of comprehensive plan amendments more than once a year; and

**WHEREAS**, the City of Gig Harbor has adopted regulations for the processing of comprehensive plan amendments in chapter 19.09 GHMC; and

**WHEREAS**, the City of Gig Harbor processed 9 separate amendments to the Comprehensive Plan in 2008; and

**WHEREAS**, under GHMC 19.09. the City has adopted a procedure for processing amendments to the Comprehensive Plan, which includes specific criteria for said amendments (19.09.170); and

**WHEREAS**, MP8 LLC/Pioneer & Stinson LLC filed an application for an amendment to the Comprehensive Plan (COMP 08-0001) to amend the Comprehensive Plan Map for 4.67 acres of land located north of Grandview Street between Pioneer Way and Stinson Avenue from Residential Low to Residential Medium to allow for the development of a mixed use commercial building or buildings and 8 duplexes; and

**WHEREAS**, on April 28, 2008, the City Council evaluated the comprehensive plan amendment applications submitted for the 2008 annual cycle, and held a public hearing on such applications;

**WHEREAS**, the Planning Commission conducted a public hearing to consider COMP 08-0001 on September 4, 2008 and on September 18, 2008 voted to deny the requested amendment; and

**WHEREAS**, the City Council conducted a public hearing on the 2008 Amendments to the Comprehensive plan on October 13, 2008, and also considered the amendments at their meetings on October 27, 2008, November 10, 2008 and November 24, 2008 and also conducted a public hearing to consider the Development Agreement associated with COMP 08-0001 on November 24, 2008; and

**WHEREAS**, there was considerable testimony regarding the application for COMP 08-0001; and

**WHEREAS**, GHMC 19.09.180 requires that all comprehensive plan amendments that are rejected be addressed in a resolution,

Now, Therefore,

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

Section 1. After consideration of the materials in the file associated with COMP 08-0001, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby denies the change to the land use designation for 2 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation as identified in Exhibit A, attached to this Resolution. The Planning Commission recommended denial of the proposed amendment in that it was their opinion that the request was not consistent with the applicable criteria found in GHMC 19.09.170. Testimony before the City Council has not demonstrated that the Planning Commission's recommendation was incorrect. Based upon the information submitted, the City Council concludes that the application is inconsistent with at least two of the criteria found in 19.09.170. Criteria 19.09.170 E. states that "the proposed amendment must be consistent with the goals, policies and objectives of the comprehensive plan." The requested amendment, in its current form is inconsistent with the goals and policies of the Community Design Element of the Comprehensive Plan, in that the proposed scale of the two mixed use commercial buildings (2.5 stories and 34,000 s.f and 43,000 s.f.) would be substantially larger than surrounding structures. Criteria 19.09.170 G. states that "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." While the site might be physically suitable for the mixed use commercial development proposed by the applicants, testimony before the Council established that the amendment, as currently proposed would result in a development that would be incompatible with the surrounding land uses. The burden of proof for demonstrating consistency with the applicable criteria of 19.09.170 is on the applicants proposing amendments to the Comprehensive Plan. The City Council concludes that burden has not been met. The Council's denial is based upon the following findings:

**FINDINGS:**

- a. When this amendment was originally submitted, the request was to change 4.67 acres from Residential Low to Residential Medium to allow the development of 7 duplexes on the northerly 2.67 acres of the property and the development of one or more mixed use commercial buildings on the southerly 2 acres of the property.
- b. The Planning Commission after several work study sessions and a public hearing voted to recommend denial of the amendment. As stated in the Planning Commission's Notice of Recommendation dated October 2, 2008 the Planning "Commission found that the request was inconsistent with the goals, policies and objectives of the comprehensive plan." In terms of the proposed duplexes, the Commission felt that changing the northerly portion of the site to Residential Medium to allow a rezone to R-2 would be inconsistent with Land Use Element Policy 2.2.2. This policy seeks to define and protect the integrity of small planning areas, particularly residential neighborhoods. The construction of duplexes adjacent to existing single family residences could have an adverse impact upon the single family homes. The commission further felt that duplexes could create a precedent for similar requests further down the hill to the north. The Planning Commission also felt that the proposed mixed use development on the southerly half of the site was inconsistent with the goals, policies and objectives of the Comprehensive Plan. The applicants indicated that if the Land Use Map was changed to designate the site Residential Medium, they intended to rezone the property RB-2. As previously stated, the site is currently zoned RB-1. There are two major differences between RB-1 and RB-2. The RB-2 zone allows multiple family housing and the RB-1 only allows single family. The RB-1 zone has a maximum building size of 5,000 square feet and the RB-2 zone has no maximum size limit. The applicant proposes the construction of one or more structures up to 3 stories in height. The goals and policies of the Community Design Element of the Comprehensive Plan discuss the importance of scale as it relates to the surrounding area. The Commission was concerned that a change to the Land Use Map that led to the rezoning of the site to RB-2 could adversely affect the neighborhood's scale, which for the most part consists of single story and 1 ½ story commercial buildings.

There are several policies in the Comprehensive Plan that discuss the

importance of retaining existing vegetation. The applicants indicated that they would retain existing vegetation as required under the existing zoning regulations. The Planning Commission felt they could not evaluate the retention of existing vegetation in that the plans submitted by the applicant did not provide conceptual building locations, parking or vegetation retention detail.

Criteria 19.09.170 G. requires that in the case of a comp plan land use map amendment, the subject parcel must be physically suitable for the allowed uses in the designation requested, including compatibility with existing and planned surrounding land uses. Testimony at the Planning Commission's public hearing brought into question whether the proposed land use map amendment would result in a development that would be compatible with the surrounding uses which are predominately single family homes to the north and east. The Planning Commission concluded that the future large multiple story building or buildings would not be compatible with the surrounding land uses.

- c. When the amendment was presented to the City Council at their October 13, 2008 public hearing, the applicants had amended the application to remove the northerly 2.67 acres from the request. They proposed that the application only include the southerly 2 acres of the site. This was the portion of the site that included the mixed use commercial buildings. A revised site plan was submitted that showed the development of a 7 lot single family plat on the northerly 2.67 acres. Further versions of the proposed site plan were submitted at the October 27, November 10 and November 24 Council meetings. In addition, revised Development Agreements were submitted at each of the Council meetings.
- d. Testimony before the City Council expressed concern over the impacts to the surrounding properties due to the larger size of buildings (2.5 stories and 34,000 s.f and 43,000 s.f.) proposed by the applicants in comparison to the existing structures within the area. Concern was also expressed regarding the loss of trees on the site and the lack of specificity of which trees would be retained. Another issue discussed was the precedent this amendment would set for further commercial "creep" down the hill into the View Basin.
- e. After conducting two public hearings, the City Council members expressed several concerns relative to the application at their November 24, 2008 meeting. First, concern was expressed that the application before the Council on November 24 was very different from the application reviewed by the Planning Commission when they were formulating their recommendation to the City Council. Several Council

members expressed the belief that the changes proposed by the applicants should have been reviewed by the Planning Commission. The Council also noted that the site is one of the "gateways" into the City and as such, the scale of buildings on the site should be appropriate and compatible with surrounding properties. It was noted by the Council that there is other property available within the City that allows the larger mixed use commercial buildings such as the applicants propose. The Council expressed concern that there hasn't been any change affecting the property that justifies changing the Comprehensive Plan Land Use Map from Residential Low to Residential Medium with a subsequent rezoning of the property to RB-2. It was noted that the RB-1 District is intended to act as a transition between higher intensity commercial development and single family homes and that the existing RB-1 designation fulfills that intent. The Council expressed concern regarding the number of times the development proposal had changed since it was submitted and that the public may not have had the opportunity to comment on the revisions. Finally, it was noted that the limitations on future development of the site as proposed by the applicant through a development agreement could be in jeopardy if the change to Residential Medium is made and the development agreement expires at the end of 5 years.

RESOLVED by the City Council this 8th day of December, 2008.

APPROVED:

\_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

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

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



RESOLUTION NO.



**Subject:** Adoption of Findings and Conclusions for the 2008 Comprehensive Plan Ordinance.

**Proposed Council Action:** Adopt Ordinance Findings and Conclusions

**Dept. Origin:** Planning Department

**Prepared by:** Tom Dolan *TD*  
Planning Director

**For Agenda of:** December 8, 2008

**Exhibits:** Final Ordinance

Initial & Date

**Concurred by Mayor:** *CHH 12/5/08*  
**Approved by City Administrator:** *PK*  
**Approved as to form by City Atty:** *see email*  
**Approved by Finance Director:** \_\_\_\_\_  
**Approved by Department Head:** *TD 12/4/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

On November 24, 2008 the City Council made a decision on the 2008 Amendments to the Comprehensive Plan. The decision was subject to approval of the findings and conclusions. The attached ordinance contains findings and conclusions based upon the Planning Commission's recommendation to the City Council as well as testimony before the City Council and exhibits submitted to the Council.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

Having reviewed the proposed 2008 Comprehensive Plan amendments the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** 8 proposed Comprehensive Plan amendments and **DENY** one proposed Comprehensive Plan amendment (COMP 08-0001).

**RECOMMENDATION / MOTION**

Approve findings and conclusions for Ordinance \_\_\_\_\_.

Towslee, Molly

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**From:** Dolan, Tom  
**Sent:** Thursday, December 04, 2008 4:55 PM  
**To:** Towslee, Molly  
**Subject:** FW: Final Ordinance - 2008 Comp Plan (2).doc  
**Attachments:** 1717\_001.pdf

FYI

Tom Dolan  
Planning Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
253-853-7615 phone  
253-858-6408 fax

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**From:** Angela S. Belbeck [mailto:abelbeck@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 3:24 PM  
**To:** Dolan, Tom  
**Cc:** Kester, Jennifer  
**Subject:** RE: Final Ordinance - 2008 Comp Plan (2).doc

Tom, the changes look great. Please see a few minor changes (which you can take or leave) on the attached. Let me know if you have any questions.  
--Angela

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**From:** Dolan, Tom [mailto:DolanT@cityofgigharbor.net]  
**Sent:** Thursday, December 04, 2008 3:10 PM  
**To:** Angela S. Belbeck  
**Cc:** Kester, Jennifer  
**Subject:** Final Ordinance - 2008 Comp Plan (2).doc

Here are the revisions we discussed. Let me know if you have any concerns. We will be attaching hard copies of the exhibits.

Tom Dolan

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE LAND USE PLAN FOR THE 2008 ANNUAL CYCLE: AMENDING TEXT AND MAPS RELATED TO SEWER BASIN C14 (COMP 07-0005); AMENDING THE PARKS, RECREATION AND OPEN SPACE PLAN TO ADD THREE ADDITIONAL PROPERTIES FOR AQUISITION (COMP 08-0002); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR .5 ACRES OF PROPERTY LOCATED AT 3720 HARBORVIEW DRIVE STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 08-0003); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 3 AREAS OF THE CITY TO ELIMINATE EXISTING INCONSISTENCIES BETWEEN THE ADOPTED ZONING OF THE PROPERTIES AND THE COMPREHENSIVE PLAN LAND USE MAP (COMP 08-0004); AMENDING THE WASTEWATER COMPREHENSIVE PLAN ELEMENT TO REVISE SEWER BASIN BOUNDARIES FOR SEWER BASINS C1, C5 AND C8 (COMP 08-0005); AMENDING THE UTILITIES ELEMENT OF THE COMPREHENSIVE PLAN TO ADD A GOAL THAT WOULD ALLOW FOR THE POTENTIAL CREATION AND UTILIZATION OF RECLAIMED WATER (CLASS A) AT THE CITY WASTEWATER TREATMENT PLANT (COMP 08-0006); AMENDMENT OF THE CAPITAL FACILITIES ELEMENT TO UPDATE THE SIX-YEAR AND TWENTY-YEAR IMPROVEMENT PROJECT LISTS, (COMP 08-0007); AMENDING THE TRANSPORTATION ELEMENT OF THE COMPREHENSIVE PLAN TO CORRECT INCONSISTENCIES AND INCORPORATE NEW INFORMATION RESULTING FROM WORK IN PROGRESS (COMP 08-0008); AND DENYING APPLICATION COMP 08-0001 THAT REQUESTED A COMPREHENSIVE PLAN LAND USE MAP AMENDMENT TO CHANGE THE LAND USE DESIGNATION FOR 2 ACRES OF PROPERTY LOCATED AT 3700 GRANDVIEW STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM).**

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WHEREAS, the City of Gig Harbor plans under the Growth Management Act (chapter 36.70A RCW); and

WHEREAS, the Act requires the City to adopt a Comprehensive Plan; and

WHEREAS, the City adopted a revised GMA Comprehensive Plan as required by RCW 36.70A.130 (4) in December 2004; and

WHEREAS, the City is required to consider suggested changes to the Comprehensive Plan (RCW 36.70A.470); and

WHEREAS, except under circumstances not applicable here, the City may not amend the Comprehensive Plan more than once a year (RCW 36.70A.130); and

WHEREAS, the City is required to provide public notice and public hearing for any amendments to the Comprehensive Plan and the adoption of any elements thereto (RCW 36.70A.035, RCW 36.70A.130); and

WHEREAS, on April 28, 2008, the City Council evaluated the comprehensive plan amendment applications submitted for the 2008 annual cycle, and held a public hearing on such applications; and

WHEREAS, on May 12, 2008, the City Council forwarded nine comprehensive plan amendment applications to the Planning Commission for further processing in the 2008 Comprehensive Plan annual cycle; and

WHEREAS, on July 18, 2008, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for comprehensive plan amendment applications, pursuant to WAC 197-11-340(2) which was not appealed; and

WHEREAS, the Planning Director notified the Washington State Office of Community Development of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on July 23, 2008 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held work study sessions on to discuss the applications on July 17, 2008, August 7, 2008, August 21, 2008, September 4, 2008 and September 18, 2008; and

WHEREAS, the Planning Commission held public hearings on comprehensive plan amendments on August 7, 2008 and September 4, 2008; and

WHEREAS, on September 18, 2008 the Planning Commission voted to recommend approval of 8 proposed amendments (COMP 07 – 0005, COMP 08-0002, COMP 08-0003, COMP 08-0004, COMP 08-0005, COMP 08-0006, COMP 08-0007, COMP 08-0008) and recommend denial of one proposed amendment (COMP 08-0001) as documented in the Planning Commission's written recommendation signed by Planning Commission Vice-Chair, Harris Atkins, dated October 2, 2008; and

WHEREAS, the Gig Harbor City Council held a public hearing and first reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan on October 13, 2008; and

WHEREAS, the Gig Harbor City Council held a second public hearing and second reading of an Ordinance implementing the recommendations of the Planning Commission amending the Comprehensive Plan on October 27, 2008; and

WHEREAS, the Gig Harbor City Council held a third reading of an Ordinance on November 10, 2008; and

WHEREAS, the Gig Harbor City Council also held a public hearing on November 24, 2008 to consider the development agreement associated with COMP 08-0001; Now, Therefore,

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

Section 1. Comprehensive Plan Text Amendments.

A. **Notice.** The City Clerk confirmed that public notice of the public hearings held by the City Council on the following applications was provided.

B. **Hearing Procedure.** The City Council's consideration of the comprehensive plan text amendments is a legislative act. The Appearance of Fairness doctrine does not apply.

C. **Testimony.** The following persons testified on the applications at the October 13, 2008 public hearing:

(COMP 08-0001) Carl Halsan, Bill Fogerty, Mike Paul, (COMP 08-0003) Richard Swanson, (COMP 08-0004) Ron Ebersode, Carla Martin, Eric Barron, Jeff Meredith, Richard Kemp, Lisa Clark, Marion Hansen, Kirk St. Johns, (COMP 08-0007) John Alexander.

The following persons testified at the second reading of ordinance on October 27, 2008:

(COMP 08-0004) Richard Kemp, Kirk St. Johns, (COMP 08-0001) Carl Halsan, Marty Paul.

The following persons testified at the third reading of ordinance on November 10, 2008:

(COMP 08-0001) Carl Halsan, Bill Fogerty, Mike Paul, (COMP 08-0004) Richard Kemp, Beverly Pearson, Janet Metcalf

The following persons testified on the applications at the November 24, 2008 public hearing on the development agreement for COMP 08-0001 and the Ordinance for the 2008 Comprehensive Plan Amendments:

(COMP 08-0001) Charles Johnson, Carl Halsan, Mark Hoppen, Jack Tropiano, Guy Hoppen, Bill Fogerty, Mike Paul, Monte Hester, Bill Lynn and Marty Paul

**D. Criteria for Approval.** The process for Comprehensive Plan amendments (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. The criteria found in GHMC 19.09.170 are as follows:

**19.09.170 Criteria for approval.**

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.

**E. Applications. The City Council hereby enters the following findings and conclusions for each application:**

**1. COMP 07-0005, Wastewater Element.**

Summary: The proposed Comprehensive Plan amendment, requested by Harbor Reach Estates LLC, would amend text and maps related to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan.

Findings:

The proposed minor amendment to the Wastewater Comprehensive Plan is consistent with the applicable criteria found in GHMC 19.09.170.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the revisions to the Sewer Basin C14 in the Gig Harbor Wastewater Comprehensive Plan as identified in Exhibit A, attached to this Ordinance.

**2. COMP 08-0001, Comprehensive Plan Land Use Map Amendment.**

Summary: The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 2 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Findings:

- a. When this amendment was originally submitted, the request was to change 4.67 acres from Residential Low to Residential Medium to allow the development of 7 duplexes on the northerly 2.67 acres of the property and



the development of one or more mixed use commercial buildings on the southerly 2 acres of the property.

- b. The Planning Commission after several work study sessions and a public hearing voted to recommend denial of the amendment. As stated in the Planning Commission's Notice of Recommendation dated October 2, 2008 the Planning "Commission found that the request was inconsistent with the goals, policies and objectives of the comprehensive plan." In terms of the proposed duplexes, the Commission felt that changing the northerly portion of the site to Residential Medium to allow a rezone to R-2 would be inconsistent with Land Use Element Policy 2.2.2. This policy seeks to define and protect the integrity of small planning areas, particularly residential neighborhoods. The construction of duplexes adjacent to existing single family residences could have an adverse impact upon the single family homes. The commission further felt that duplexes could create a precedent for similar requests further down the hill to the north. The Planning Commission also felt that the proposed mixed use development on the southerly half of the site was inconsistent with the goals, policies and objectives of the Comprehensive Plan. The applicants indicated that if the Land Use Map was changed to designate the site Residential Medium, they intended to rezone the property RB-2. As previously stated, the site is currently zoned RB-1. There are two major differences between RB-1 and RB-2. The RB-2 zone allows multiple family housing and the RB-1 only allows single family. The RB-1 zone has a maximum building size of 5,000 square feet and the RB-2 zone has no maximum size limit. The applicant proposes the construction of one or more structures up to 3 stories in height. The goals and policies of the Community Design Element of the Comprehensive Plan discuss the importance of scale as it relates to the surrounding area. The Commission was concerned that a change to the Land Use Map that led to the rezoning of the site to RB-2 could adversely affect the neighborhood's scale, which for the most part consists of single story and 1 ½ story commercial buildings.

There are several policies in the Comprehensive Plan that discuss the importance of retaining existing vegetation. The applicants indicated that they would retain existing vegetation as required under the existing zoning regulations. The Planning Commission felt they could not evaluate the retention of existing vegetation in that the plans submitted by the applicant did not provide conceptual building locations, parking or vegetation retention detail.

Criteria 19.09.170 G. requires that in the case of a comp plan land use map amendment, the subject parcel must be physically suitable for the allowed uses in the designation requested, including compatibility with existing and planned surrounding land uses. Testimony at the Planning Commission's public hearing brought into question whether the proposed land use map amendment would result in a development that would be compatible with the surrounding uses which are predominately single family homes to the north

and east. The Planning Commission concluded that the future large multiple story building or buildings would not be compatible with the surrounding land uses.

- c. When the amendment was presented to the City Council at their October 13, 2008 public hearing, the applicants had amended the application to remove the northerly 2.67 acres from the request. They proposed that the application only include the southerly 2 acres of the site. This was the portion of the site that included the mixed use commercial buildings. A revised site plan was submitted that showed the development of a 7 lot single family plat on the northerly 2.67 acres. Further versions of the proposed site plan were submitted at the October 27, November 10 and November 24 Council meetings. In addition, revised Development Agreements were submitted at each of the Council meetings.
- d. Testimony before the City Council expressed concern over the impacts to the surrounding properties due to the larger size of buildings (2.5 stories and 34,000 s.f and 43,000 s.f.) proposed by the applicants in comparison to the existing structures within the area. Concern was also expressed regarding the loss of trees on the site and the lack of specificity of which trees would be retained. Another issue discussed was the precedent this amendment would set for further commercial “creep” down the hill into the View Basin.
- e. After conducting two public hearings, the City Council members expressed several concerns relative to the application at their November 24, 2008 meeting. First, concern was expressed that the application before the Council on November 24 was very different from the application reviewed by the Planning Commission when they were formulating their recommendation to the City Council. Several Council members expressed the belief that the changes proposed by the applicants should have been reviewed by the Planning Commission. The Council also noted that the site is one of the “gateways” into the City and as such, the scale of buildings on the site should be appropriate and compatible with surrounding properties. It was noted by the Council that there is other property available within the City that allows the larger mixed use commercial buildings such as the applicants propose. The Council expressed concern that there hasn't been any change affecting the property that justifies changing the Comprehensive Plan Land Use Map from Residential Low to Residential Medium with a subsequent rezoning of the property to RB-2. It was noted that the RB-1 District is intended to act as a transition between higher intensity commercial development and single family homes and that the existing RB-1 designation fulfills that intent. The Council expressed concern regarding the number of times the development proposal had changed since it was submitted and that the public may not have had the opportunity to comment on the revisions. Finally, it was noted that the limitations on future development of the site as proposed by the applicant through a development agreement could be in jeopardy if the change to Residential Medium is made and the development agreement expires at the end of 5 years.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby denies the change to the land use designation for 2 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation as identified in Exhibit B, attached to this Ordinance. The Planning Commission recommended denial of the proposed amendment in that it was their opinion that the request was not consistent with the applicable criteria found in GHMC 19.09.170. Testimony before the City Council has not demonstrated that the Planning Commission's recommendation was incorrect. Based upon the information submitted, the City Council concludes that the application is inconsistent with at least two of the criteria found in 19.09.170. Criteria 19.09.170 E. states that "the proposed amendment must be consistent with the goals, policies and objectives of the comprehensive plan." The requested amendment, in its current form is inconsistent with the goals and policies of the Community Design Element of the Comprehensive Plan, in that the proposed scale of the two mixed use commercial buildings (2.5 stories and 34,000 s.f and 43,000 s.f.) would be substantially larger than surrounding structures. Criteria 19.09.170 G. states that "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." While the site might be physically suitable for the mixed use commercial development proposed by the applicants, testimony before the Council established that the amendment, as currently proposed would result in a development that would be incompatible with the surrounding land uses. The burden of proof for demonstrating consistency with the applicable criteria of 19.09.170 is on the applicants proposing amendments to the Comprehensive Plan. The City Council concludes that burden has not been met.

**3. COMP 08-0002, Parks, Recreation and Open Space Amendment.**

Summary: The proposed amendment to the Parks, Recreation and Open Space Plan (PROS) element of the Comprehensive Plan to identify 3 parcels of land that have been acquired in 2008 or that may be acquired in 2009 for park purposes.

Findings:

The proposed minor amendment to the Parks, Recreation Plan is consistent with the applicable criteria found in GHMC 19.09.170.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council

hereby approves the revisions to the Parks, Recreation and Open Space Plan as identified in Exhibit C, attached to this Ordinance.

**4. COMP 08-0003, Comprehensive Plan Land Use Map Amendment.**

Summary: The proposed Comprehensive Plan amendment, requested by Michael Averill of Lighthouse Square LLC, would change the land use designation for one parcel of property (approximately ½ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Findings:

The proposed amendment to the Comprehensive Plan Land Use Map to change the designation of the property from RL (Residential Low) to RM (Residential Medium) is consistent with the applicable criteria found in GHMC 19.09.170.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the requested change to the land use designation for one parcel of property (approximately ½ acre) located at 3720 Harborview Drive, currently occupied by Lighthouse Marine and Speedy Auto Glass, from a Residential Low (RL) designation to a Residential Medium (RM) designation as identified in Exhibit D, attached to this Ordinance.

**5. COMP 08-0004, Comprehensive Plan Land Use Map Amendment.**

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor Planning Commission, would correct inconsistencies between the Land Use Map and the Zoning Map. The three amendments include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1 (Area 1);
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2 and RB-1 (Area 2); and,
3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2 (Area 3).

Findings:

- a. In each of the 3 areas included in this amendment, the existing map element of the Comprehensive Plan is inconsistent with the existing zoning of the area.
- b. The Growth Management Act mandates consistency between a jurisdiction's comprehensive plan and zoning ordinance.

- c. In Area 1, the predominate use of the property is for single family homes and the area is zoned R-1 (Single Family). Area 1 is designated by the Comprehensive Plan as Residential Medium. In Area 2, the predominate use is duplex, triplex and multiple family and the area is zoned RB-1 (Residential and Business District) and R-2 (Duplex/Triplex/Fourplex). Area 2 is designated by the Comprehensive Plan as Residential Low. The property affected in Area 3 is currently vacant but a pending annexation has fixed the zoning as R-2.
- d. To be consistent with the existing zoning and land use of the properties, Area 1 would need to be designated Residential Low and Area 2 would need to be designated Residential Medium. Although currently vacant land, Area 3 would need to be designated Residential Medium to be consistent with the designated pre-annexation zoning of R-2.
- e. The testimony of the Area 1 residents was that Area 1 should remain R-1 and designated Residential Low to allow development of Single Family Dwellings only.
- f. The testimony of the Area 2 residents was that Area 2 should remain R-2 and designated Residential Medium to allow for future development of single family homes, duplexes, triplexes and fourplexes. However, the testimony of residents living just south of Area 2 was that the southerly 6 properties within Area 2 should remain designated Residential Low and downzoned to R-1. The principle reason stated for the downzoning was the impact the development of duplexes, triplexes and fourplexes would have on the private street that provides access to the neighborhood. The owners of 3 of the southerly six properties testified that downzoning of their property was not appropriate. They cited the location of their properties between a large condominium development to the north and a nonconforming multiple family structure to the south. They further stated that one of the six properties in question was already developed with a duplex.
- g. The proposed amendments to the Comprehensive Plan Land Use Map are consistent with the applicable criteria found in GHMC 19.09.170.

Conclusions:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the 3 requested changes to amend the Comprehensive Plan Land Use Map. The changes include:

1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1 (Area 1);
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2 and RB-1 (Area 2); and,

3. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 250 acres between Burnham Drive and State Route 16 in the Urban Growth Area with pre-annexation zoning of R-2 (Area 3).

Consistency between the Comprehensive Plan and the zoning designation of properties is necessary under the Growth Management Act and provides consistent direction to property owners as to the development of property. As such, the change to the Comprehensive Plan Land Use Map for Area 1 to designate the Area as Residential Low would be consistent with the existing R-1 zoning of the area as well as the predominate development of single family homes within the area. The change of the Comprehensive Plan Land Use Map for Area 2 to designate the area Residential Medium would also be consistent with existing R-2 and RB-1 zoning of the properties and the predominate development of the area with duplex/triplex and condominium uses. Leaving the southerly 6 properties in Area 2 designated Residential Low and subsequently downzoning them to R-1 would not be appropriate due to their location between a large condominium development to the north and a nonconforming multiple family structure to the south. Further, the downzoning of these properties would inappropriately create a nonconforming use (duplex) on one of the 6 properties. Finally, the designation of Area 3 to Residential Medium is appropriate to provide consistency with the area's R-2 pre-annexation zoning. Therefore, COMP 08-0004 should be approved as presented. See Attached Exhibit E.

#### **6. COMP 08-0005, Wastewater Element.**

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan.

#### Findings:

The proposed minor amendment to the Wastewater Comprehensive Plan is consistent with the applicable criteria found in GHMC 19.09.170.

#### Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the amendments to sewer basin boundaries to reflect actual conditions for Sewer Basins C1, C5 and C8 contained in the Gig Harbor Wastewater Comprehensive Plan as identified in Exhibit F, attached to this Ordinance.

#### **7. COMP 08-0006, Utilities Element.**

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant.

Findings:

The proposed amendment to the Utilities Element of the Comprehensive Plan is consistent with the applicable criteria found in GHMC 19.09.170.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the amendments to add a goal to the Utilities Element to allow for the potential creation and utilization of reclaimed (Class A) water at the City's Wastewater Treatment Plant as identified in Exhibit G, attached to this Ordinance.

**8. COMP 08-0007, Capital Facilities Element.**

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists.

Findings:

The proposed amendment to the Capital Facilities Element of the Comprehensive Plan is consistent with the applicable criteria found in GHMC 19.09.170.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the amendments to the Capital Facilities Plan to update the stormwater, wastewater, water system, parks, recreations and open space, and transportation improvement projects included in the six-year and twenty-year improvement project lists as identified in Exhibit H, attached to this Ordinance.

**9. COMP 08-0008, Transportation Element.**

Summary: The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would amend the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information.

Findings:

The proposed amendment to the Transportation Element of the Comprehensive Plan is consistent with the applicable criteria found in GHMC 19.09.170.

Conclusion:

After consideration of the materials in the file, staff presentation, the Planning Commission recommendation, the City's Comprehensive Plan, criteria for approval found in Chapter 19.09 GHMC, applicable law, and public testimony, the City Council hereby approves the amendments to the Transportation Element, correcting inconsistencies and incorporating new information resulting from work in progress to identify key transportation capacity improvement projects using updated growth and traffic modeling information as identified in Exhibit I, attached to this Ordinance.

Section 2. Transmittal to State. The Planning Director is directed to forward a copy of this Ordinance, together with all of the exhibits, to the Washington State Office of Community Development within ten days of adoption, pursuant to RCW 36.70A.106.

Section 3. 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 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 Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_, 2008.



CITY OF GIG HARBOR

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CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: 

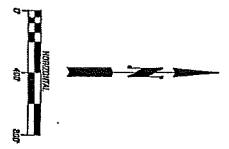
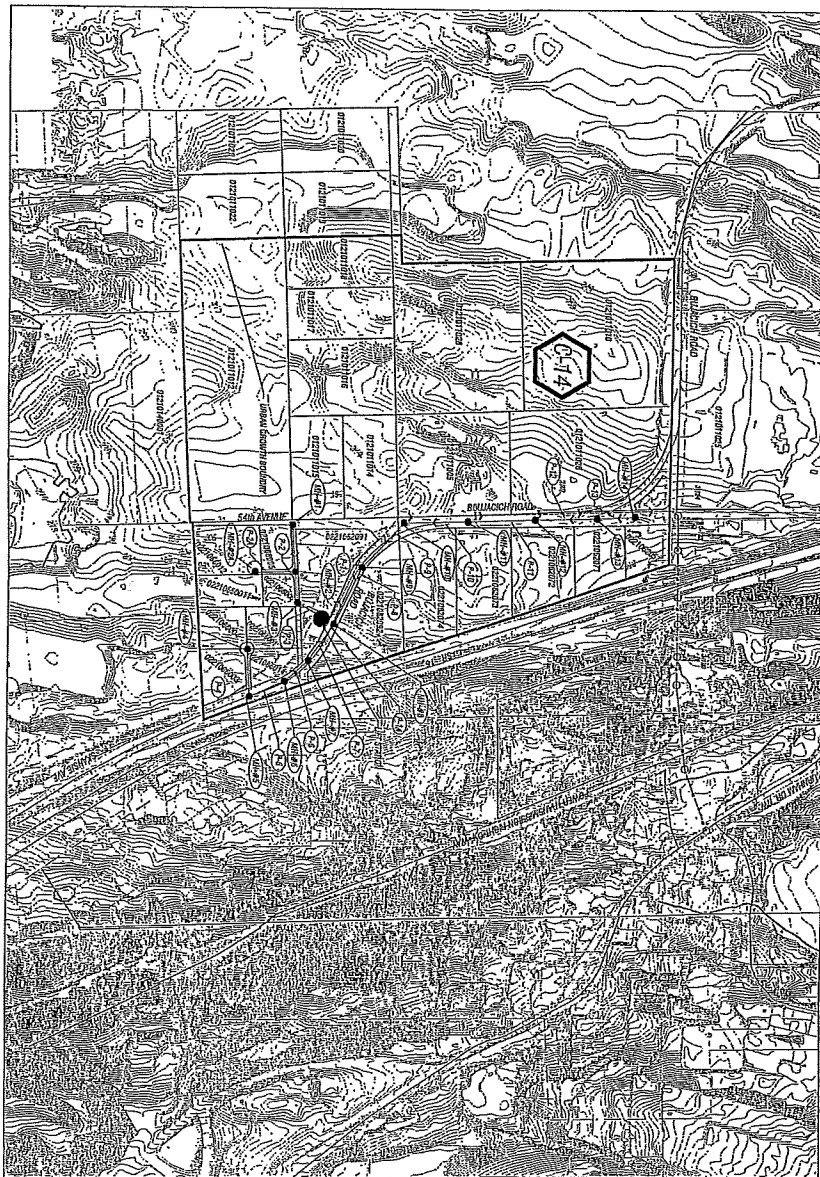
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MOLLY TOWSLEE, CITY CLERK

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

**Exhibit "A"**  
**Application COMP 07-0005:**  
**Gig Harbor Wastewater**  
**Comprehensive Plan Amendment to**  
**Sewer Basin C14**

**FIGURE 2**  
 IN A PORTION OF THE NORTHEAST 1/4  
 OF SECTION 1  
 TOWNSHIP 21 NORTH, RANGE 01 EAST  
 WILLAMETTE MERIDIAN  
 CITY OF GIG HARBOR  
 PIERCE COUNTY, WASHINGTON



**LEGEND**

- PROPOSED SEWER MAIN
- PROPOSED LIFT STATION
- PROPOSED MANHOLE
- PROPOSED FORCE MAIN
- PROPOSED 12" DIA. SEWER MAIN C-14
- TOWNSHIP CORNER BOUNDARY

SECTION NUMBER	SECTION ELEVATION	MANHOLE NUMBER	MANHOLE ELEVATION	PIPE SIZE	PIPE LENGTH (L.F.)	PIPE MATERIAL	INVERT ELEVATION	FLOW VELOCITY (FPS)	MIN. COVER (FT.)
MH-42	300.0	207.7	297.7	12"	300	CPVC	297.7	0.55	0.50
MH-43	301.0	285.0	285.0	12"	250	CPVC	285.0	0.50	0.50
MH-44	292.0	285.3	285.3	12"	175	CPVC	285.3	0.50	0.50
MH-45	294.0	285.5	285.5	12"	300	CPVC	285.5	0.50	0.50
MH-46	292.0	287.0	287.0	12"	242	CPVC	287.0	0.48	0.48
MH-47	292.0	287.0	287.0	12"	250	CPVC	287.0	0.50	0.50
MH-48	295.0	283.4	283.4	12"	333	CPVC	283.4	0.57	0.57
MH-49	313.0	289.0	289.0	12"	350	CPVC	289.0	0.54	0.54
MH-50	301.1	301.1	301.1	12"	455	CPVC	301.1	0.55	0.55
MH-51	317.5	303.5	303.5	12"	400	CPVC	303.5	0.55	0.55
MH-52	317.5	303.5	303.5	12"	50	CPVC	303.5	0.55	0.55
MH-53	317.5	303.5	303.5	12"	50	CPVC	303.5	0.55	0.55
MH-54	317.0	303.0	303.0	12"	50	CPVC	303.0	0.55	0.55

PROPOSED LIFT STATION  
 FROM E.L. 2820  
 TO E.L. 2830  
 BOTTOM 25# 277A

**NOTE**  
 ALL SEWER SANITARY SEWER PIPES  
 ARE PROPOSED TO BE 12" DIAMETER  
 SANITARY SEWER FORCE MAIN IS  
 PROPOSED TO BE 6" DIAMETER

NO.	DATE	REVISION	BY	APP'D
1	6-08	REVISED PER CITY COMMENTS	EM	EM
1	7-07	REVISED PER CITY COMMENTS	AC	EM
		REVISION		



**PacWest Engineering, LLC**  
 5009 PACIFIC HWY E, UNIT 9-0  
 RITE, WA 98424  
 Phone (253) 926-3400  
 Fax (253) 926-3402

DESIGN	E. MARTIN
DRAWN	EM
CHECKED	E. MARTIN
APPROVED	E. MARTIN



C-14 SEWER BASIN IMPLEMENTATION MAP (REVISED FIGURE 6-15)	SHEET 1 OF 1
	DWG. SEWER BASIN.DWG
	DATE JUNE 2008
	PROJECT 05-585

### ***Revised proposal for C14: 54<sup>th</sup> Ave South of Bujacich Road***

A revised collection system expansion plan is shown in Figure 2. This plan is a revision of Figure 6-15 of the current Wastewater Comprehensive Plan. A contour map of the region in which basin C14 lies (see Figure 1) illustrates that the planned gravity sewer will flow south and require augmentation by a sewer lift station not shown in the original plan. The point of connection to the existing system will remain as shown, however, it will be by a proposed force main/pressure sewer. This will allow implementation of the existing Comprehensive Plan connection point while respecting the natural topography of the basin.

The boundary of Basin C-14 as shown in the current plan Fig. 6-15 (See Figure 1 of this proposal) is proposed to be revised with this amendment. Parcels 012011019, 012011020, 012011021, and 012011022 are included in the current Fig. 6-15 and are shown in the 2002 City comprehensive plan to be included in Basin C-14. These parcels are not shown to be within the City limits or within the urban growth boundary per the most recent City zoning maps and have therefore been excluded from the revised C-14 Basin, Fig. 2. In addition, parcel 012014011 has been excluded as its natural drainage is to the south away from the C-14 basin. The exclusion of this parcel in C-14 and the inclusion of it in an adjacent basin will have very little or no affect on future basin flows. The parcel is zoned R-1 which is a low density residential zoning and has been mapped by Pierce County as having a significant portion of the parcel covered by wetlands further reducing the potential for future sewage flows. Portions of other parcels shown as included on the overall 2002 Wastewater Map (although not shown on the current Fig. 6-15) have also been excluded to better follow parcel lines. These minimal areas will also have little or no affect on basin flows.

As shown in Figure 2, the primary sewer line is to run south along Bujacich Road, from a location near the north boundary of basin C-14 at a surface elevation of approximately 320 feet to a low spot, at an elevation of about 290 feet, located about 700 feet southeast of the intersection with 54<sup>th</sup> Avenue. This location has been identified as the appropriate site for the sewer lift station required for the basin. Further discussion of this location is included later in this section. Figure 2 identifies a system of gravity sewer interceptors to the southeast and southwest providing the backbone collection system for the basin. Planned development of the area should allow all planned collection lines to be available within paved areas for ease of maintenance. The sewage for basin C-14 thus collected at the proposed lift station would be pumped through a force main to Manhole 3-124 located at the north end of the basin and is the original location as shown in the current Comprehensive Plan.

As it stands now, the basin is relatively undeveloped. As the basin develops, gravity sewers will feed to the proposed lift station on Bujacich Road adjacent to parcel 0221062091. Only one lift station will be required for the basin as a whole.

Figure 2 illustrates the proposed rim elevations, invert elevations and spacing of the manholes for the implementation of the sewer plan for basin C14. Also, attached in Appendix B, are spreadsheets detailing the sizing of the gravity lines. As can be seen from the gravity line spreadsheets, 8" gravity lines are sufficient to carry the flows at build-out.

The basin, as previously mentioned, is zoned entirely for economic development (ED). The basin size is approximately 163 acres. The size of the proposed Harbor Reach Estates is 54.16 acres, planned for approximately 256 dwellings. Other proposed projects in the area were assigned ERU's based on proposed uses for existing applications in progress with the City at the time of this report. Assuming that the rest of the basin remains for commercial development, at build-out with a design count of 1 ERU per 0.20 acres (as per the City of Gig Harbor 2002 Wastewater Comprehensive Plan), this would produce a total ERU of 813.

A table detailing each parcel and the minimum building finish floor elevations based on parcel grade and sewer connectivity has been included in Appendix D. Based on this table the entire basin should be able to be served by gravity conveyance to the proposed lift station.

### Lift Station Location

This request for amendment to the C-14 basin proposes a regional lift station on City owned land adjacent to Bujacich Rd NW. The selection of this site was based on the basin topography and availability of property. Locations were considered on property that was either controlled by the proponents, or was publicly owned. Our preliminary design of this lift station facility has made allowances and set a wet well depth to serve all developable areas within the basin by gravity flow. Low areas in this basin, known to contain wetlands were not considered developable and therefore were not considered necessary to be served by gravity sewer. This includes low areas in the south central portion of APN 0121011012. This parcel is currently proposed for development and is, as of the date of this amendment, under review at the City identifying the low lying areas of this parcel as wetland and not proposed to be developed.

### ***Lift Station Operation and Maintenance***

Once the construction of the lift station is complete, the facility would become property of the City of Gig Harbor and all operation and maintenance responsibilities would belong to the City. The estimated annual operational costs are \$5,000 - \$10,000. This figure was arrived using the City of Gig Harbor 2007 Annual Budget. The overall costs of maintenance and repair for all pump stations is \$70,000 according to this document. There are currently 12 pump stations. The average cost per pump station is \$5,833.

### ***Environmental Impacts***

A SEPA checklist will be prepared as part of the request for a comprehensive plan amendment. A component of the Checklist will address the sanitary sewer improvement portion of the project.

**Exhibit "B"**  
**Application COMP 08-0001:**  
**3700 Grandview Street**  
**Comprehensive Land Use Map**  
**Amendment**

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR, MP8 LLC AND PIONEER &  
STINSON LLC, FOR THE  
PIONEER & STINSON DEVELOPMENT**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Gig Harbor, a noncharter, optional code Washington municipal corporation, hereinafter the “City,” MP8, a limited liability corporation organized under the laws of the State of Washington, located at 363 7<sup>th</sup> Lane, Fox Island, WA and Pioneer & Stinson a limited liability corporation organized under the laws of the State of Washington, located at 3312 Rosedale Street, Gig Harbor, WA, hereinafter referred to collectively as the “Developer.”

**RECITALS**

WHEREAS, the Washington State Legislature has authorized the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction (RCW 36.70B.170(1)); and

WHEREAS, local governments may also enter into a development agreement for real property outside its boundaries as part of a proposed annexation or service agreement (RCW 36.70B.170(1)); and

WHEREAS, a development agreement must set forth the development standards and other provisions that shall apply to, govern and vest the development, use and mitigation of the development of the real property for the duration specified in the agreement (RCW 36.70B.170(1)); and

WHEREAS, for the purposes of this development agreement, “development standards” includes, but is not limited to, all of the standards listed in RCW 36.70B.170(3); and

WHEREAS, a development agreement must be consistent with the applicable development regulations adopted by a local government planning under chapter 36.70A RCW (RCW 36.70B.170(1)); and

WHEREAS, this Development Agreement by and between the City of Gig Harbor and the Developer (hereinafter the “Development Agreement”), relates to the development known as Pioneer and Stinson, which is located at the top of Stinson and Pioneer with frontage on Grandview: (with a street address of 3700 Grandview Street) (hereinafter the “Property”); and

WHEREAS, the following events have occurred in the processing of the Developer’s application:

a) By Ordinance No. \_\_, the City approved the Developer's application to change the designation for the southern two acres to Residential Medium;

b) After a public hearing, by Resolution Ordinance No. \_\_, the City Council authorized the Mayor to sign this Development Agreement with the Developer; and

Now, therefore, the parties hereto agree as follows:

### General Provisions

**Section 1. *The Project.*** The Project is the development and use of the Property, consisting of 4.27 acres in the City of Gig Harbor. The Comprehensive Plan Amendment amends the land use designation of the Property from Residential-Low to Residential-Medium for the uphill 2 acre portion of the Property, as shown in Exhibit B, attached hereto and incorporated herein by this reference. The lower 2.27 acres is not affected by the Comprehensive Plan Amendment, and will remain designated Residential-Low, zoned R-1. For the upper 2 acres, the Developer plans to submit applications for the construction of two mixed use buildings containing residential units over office or personal/professional service space or level 1 restaurant space, if a rezone to RB-2 is granted in the future. A portion of the on-site parking requirements for the uphill 2 acres will be located in below-average-grade parking structures underneath each of the two buildings, with the size being limited to the size of the first floor of the building above.

The aspects of the Project that are not included in the comprehensive plan amendment submitted by the developer have not been reviewed under SEPA, nor have any project permit applications for the Project been submitted by the developer. Inclusion of the detail regarding future development of the Project does not bind the City in any way to a decision to approve or conditionally approve any aspect of the Project described herein. Execution of the Development Agreement shall not extend any vested rights to any project permit application that has yet to be submitted to the City.

**Section 2. *The Subject Property.*** The Project site is legally described in Exhibit "A", attached hereto and incorporated herein by this reference.

**Section 3. *Definitions.*** As used in this Development Agreement, the following terms, phrases and words shall have the meanings and be interpreted as set forth in this Section.

a) "Adopting Resolution " means the Resolution which approves this Development Agreement, as required by RCW 36.70B.200.

b) "Below-Average-Grade" parking means to have as much of the parking as practical sub-terrainian given the existing topography; and to limit the amount of garage wall façade that is exposed. ~~Where existing grades makes it impractical to eliminate façade exposure, the exposed façade will have architectural treatments added pursuant to Design Review Board approval.~~



b) "Certificate of occupancy" means either a certificate issued after inspections by the City authorizing a person(s) in possession of property to dwell or otherwise use a specified building or dwelling unit, or the final inspection if a formal certificate is not issued.

c) "Council" means the duly elected legislative body governing the City of Gig Harbor.

d) "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.

e) "Director" means the City's Community Development Director or Director of Planning.

f) "Effective Date" means the effective date of the Adopting Resolution.

g) "Existing Land Use Regulations" means the ordinances adopted by the City Council of Gig Harbor in effect on the Effective Date, including the adopting ordinances that govern the permitted uses of land, the density and intensity of use, and the design, improvement, construction standards and specifications applicable to the development of the Subject Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, the Design Manual, the Public Works Standards, SEPA, Concurrency Ordinance, and all other ordinances, codes, rules and regulations of the City establishing subdivision standards, park regulations, building standards. Existing Land Use Regulation does not include non-land use regulations, which includes taxes and impact fees.

h) "Landowner" is the party who has acquired any portion of the Subject Property from the Developer who, unless otherwise released as provided in this Agreement, shall be subject to the applicable provisions of this Agreement. The "Developer" is identified in Section 5 of this Agreement.

i) "Project" means the anticipated development of the Subject Property, as specified in Section 1 and as provided for in all associated permits/approvals, and all incorporated exhibits.

**Section 4.** *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – legal description of the Subject Property.
- b) Exhibit B – site plan

**Section 5.** *Parties to Development Agreement.* The parties to this Agreement are:

a) The “City” is the City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335.

b) The “Developer” or Owner is a private enterprise which owns the Subject Property in fee, and whose principal office is located at 3312 Rosedale Street, Suite 201, Gig Harbor, WA 98335.

c) The “Landowner.” From time to time, as provided in this Agreement, the Developer may sell or otherwise lawfully dispose of a portion of the Subject Property to a Landowner who, unless otherwise released, shall be subject to the applicable provisions of this Agreement related to such portion of the Subject Property.

**Section 6.** *Project is a Private Undertaking.* It is agreed among the parties that the Project is a private development and that the City has no interest therein except as authorized in the exercise of its governmental functions.

**Section 7.** *Term of Agreement.* This Agreement shall commence upon the effective date of the Adopting Resolution approving this Agreement, and shall continue in force for a period of 5 years unless extended or terminated as provided herein. Following the expiration of the term or extension thereof, or if sooner terminated, this Agreement shall have no force and effect, subject however, to post-termination obligations of the Developer or Landowner.

**Section 8.** *Vested Rights of Developer.* During the term of this Agreement, unless sooner terminated in accordance with the terms hereof, in developing the Subject Property consistent with the Project described herein, Developer is assured, and the City agrees, that the development rights, obligations, terms and conditions specified in this Agreement, are fully vested in the Developer and may not be changed or modified by the City, except as may be expressly permitted by, and in accordance with, the terms and conditions of this Agreement, including the Exhibits hereto, or as expressly consented to by the Developer. However, the Developer acknowledges that this Agreement only describes the conditions imposed on the Developer’s comprehensive plan amendment for the Property. This Agreement does not provide any vested right or approval of any rezone or project permit application for the Property, whether or not such rezone or application is described in or contemplated by this Agreement.

**Section 9.** **Development Standards.**

A. Within 2 years of the effective date of this Comprehensive Plan Amendment, the Developer shall submit application to the City for rezone of the Property, consistent with this Comprehensive Plan Amendment. . Along with the rezone application, the Developer will also submit project permit applications for development of the property to the City. These Project permit applications shall be consistent with the City’s code in effect at that time, and also include:

1. If a subsequent rezone from RB-1 to RB-2 is approved by the City as to the upper two acres of the Property, shown in Exhibit B as Area 1, the Developer shall limit the use and development of the Property to two mixed use buildings with residential units over office or personal/professional service space or level 1 restaurant space, as allowed by the RB-2 zone. Parking for the buildings will be provided to the greatest extent possible underneath each building in below average grade structures located underneath each building. By execution of this Agreement, the City does not agree to approve any subsequent permit applications showing development of Area 1 with these uses. The parties acknowledge that the review and processing of any development applications must follow the City's permit processing procedures, and that nothing in this Agreement shall alter these procedures (as they exist or may exist in the future). By execution of this Agreement, the City only agrees that during the five year term of the Agreement, the Developer may apply for a rezone to RB-2 and if that rezone is approved, the Developer shall be allowed to develop Area 1 with mixed uses, to include residential over office or personal/professional service space or level 1 restaurant space as currently allowed by the RB-2 zone provided all other necessary permits are also approved. Developer agrees that it shall not develop Area 1 with any other uses.

2. As to the lower acreage of the Property, shown in Exhibit B as Area 2, the Developer shall limit use and development of the property to a single family subdivision. By execution of this Agreement, the City does not agree to approve any subsequent permit applications showing development of Area 2 with these uses. The parties acknowledge that the review and processing of any development applications must follow the City's permit processing procedures, and that nothing in this Agreement shall alter these procedures (as they exist or may exist in the future). Developer agrees that it shall not develop Area 2 with any other uses.

3. A 25' wide vegetative screen, consisting of dense evergreen plantings that create an opaque hedge with a mature height of 16' will be planted adjacent to the northern property line of the 4.27 acre project site. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. This buffer will extend from Pioneer Way to Stinson Avenue.

4. An appropriate zone transition buffer, as approved by the DRB pursuant to 17.99.200 GHMC will be planted adjacent to and south of the northerly line of the southerly two acre portion of the project

site. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. This buffer will extend from Pioneer Way to Stinson Avenue.

6. Significant Tree preservation will exceed the minimum requirement by at least 50% under current code. Current code requires that 20% of the existing trees be retained and but this Project will retain at least 30% of existing trees across the 4.27 acre site. Both Area 1 and Area 2 will preserve 30% of the significant trees within each Area. Wherever possible, additional trees will be preserved as well, with emphasis on preserving healthy “clumps” or “stands”, and within the areas adjacent to Pioneer Way, Stinson Avenue and Grandview Street beyond the required minimum building setbacks.

7. The westerly mixed use building closest to Stinson Avenue will contain no more than 12,000 square feet of office/non-residential space on the first floor with an equal amount of square footage dedicated to parking below-average-grade. The second floor will contain no more than 85% of the square footage of the first floor, and this space will be dedicated to residential uses only. The intent of the square footage floor-to-floor reduction is to have the residential façade modulated from the floor below.

8. The easterly mixed use building closest to Pioneer Way will contain no more than 15,000 square feet of office/non-residential space on the first floor with an equal amount of square footage dedicated to parking below-average-grade. The second floor will contain no more than 85% of the square footage of the first floor, and this space will be dedicated to residential uses only. The intent of the square footage floor-to-floor reduction is to have the residential façade modulated from the floor below.

9. At the time this Resolution was adopted, the Project site is within the Height Restriction Area which limits overall building height on the uphill and downhill portions of the buildings. The Developer will be requesting to have Area 1 removed from the Height Restriction Area under a subsequent application. If approved, the Developer will not request approval for any building height in excess of 30’.

**Section 10. Minor Modifications.** Minor modifications from the approved exhibits attached hereto may be approved in accordance with the provisions of the City’s code, and shall not require an amendment to this Agreement.

**Section 11. Further Discretionary Actions.** Developer acknowledges that the Existing Land Use Regulations contemplate the exercise of further discretionary powers by the City. These powers include, but are not limited to, review of additional permit applications under SEPA. Nothing in this Agreement shall be construed to limit the authority or the obligation of the City to hold legally required public hearings, or to limit the discretion of the City and any of its officers or officials in complying with or applying Existing Land Use Regulations.

**Section 12. Design Review.** In order to ensure maximum public involvement throughout the entitlement process, the Developer agrees to bring the project to the Design Review Board (DRB) for pre-application review for all items associated with design of the project, and will request that public notice be provided for the meeting. It is the Developer's intent to conform to as many of the Specific Requirements of the Design Manual (17.99 GHMC) as possible, but they will bring the project to the DRB prior to the Hearing Examiner hearing to solicit a DRB recommendation and public input on any of the project's design elements that do not meet the Specific Requirements, including but not limited to Zone Transition.

**Section 13. Existing Land Use Fees and Impact Fees.**

A. Land use fees adopted by the City by ordinance as of the Effective Date of this Agreement may be increased by the City from time to time, and applicable to permits and approvals for the Subject Property, as long as such fees apply to similar applications and projects in the City.

B. All impact fees shall be paid as set forth in the approved permit or approval, or as addressed in chapter 19.12 of the Gig Harbor Municipal Code.

**Section 14. Default.**

A. Subject to extensions of time by mutual consent in writing, failure or delay by either party or Landowner not released from this Agreement, to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any terms or conditions of this Agreement, the party alleging such default or breach shall give the other party or Landowner not less than thirty (30) days notice in writing, specifying the nature of the alleged default and the manner in which said default may be cured. During this thirty (30) day period, the party or Landowner charged shall not be considered in default for purposes of termination or institution of legal proceedings.

B. After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other party or Landowner to this Agreement may, at its option, institute legal proceedings pursuant to this Agreement. In addition, the City may decide to file an action to enforce

the City's Codes, and to obtain penalties and costs as provided in the Gig Harbor Municipal Code for violations of this Development Agreement and the Code.

**Section 15. Annual Review.** The City shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith substantial compliance by Developer and Landowner with this Agreement. The City may charge fees as necessary to cover the costs of conducting the annual review.

**Section 16. Termination.** This Agreement shall expire and/or terminate as provided below:

A. This Agreement shall expire and be of no further force and effect if the Developer does not apply for development of the Property consistent with the Comprehensive Plan Amendment granted under Resolution No. \_\_\_\_\_, within two years of the execution of this Agreement by both parties.

B. This Agreement shall expire and be of no further force and effect if the development contemplated in this Agreement and all of the permits and/or approvals issued by the City for such development are not substantially underway prior to expiration of such permits and/or approvals. Nothing in this Agreement shall extend the expiration date of any permit or approval issued by the City for any development.

C. This Agreement shall terminate upon the expiration of the term identified in Section 7 or when the Subject Property has been fully developed, which ever first occurs, and all of the Developer's obligations in connection therewith are satisfied as determined by the City. Upon termination of this Agreement, the City shall record a notice of such termination in a form satisfactory to the City Attorney that the Agreement has been terminated. This Agreement shall automatically terminate and be of no further force and effect as to any single-family residence, any other residential dwelling unit or any non-residential building and the lot or parcel upon which such residence or building is located, when it has been approved by the City for occupancy.

**Section 17. Effect upon Termination on Developer Obligations.** Termination of this Agreement as to the Developer of the Subject Property or any portion thereof shall not affect any of the Developer's obligations to comply with the City Comprehensive Plan and the terms and conditions or any applicable zoning code(s) or subdivision map or other land use entitlements approved with respect to the Subject Property, any other conditions of any other development specified in the Agreement to continue after the termination of this Agreement or obligations to pay assessments, liens, fees or taxes.

**Section 18. Effects upon Termination on City.** Upon any termination of this Agreement as to the Developer of the Subject Property, or any portion thereof, the entitlements, conditions of development, limitations on fees and all other terms and conditions of this Agreement shall no longer be vested hereby with respect to the property affected by such termination (provided that vesting of such entitlements,

conditions or fees may then be established for such property pursuant to then existing planning and zoning laws).

**Section 19. Assignment and Assumption.** The Developer shall have the right to sell, assign or transfer this Agreement with all their rights, title and interests therein to any person, firm or corporation at any time during the term of this Agreement. Developer shall provide the City with written notice of any intent to sell, assign, or transfer all or a portion of the Subject Property, at least 30 days in advance of such action.

**Section 20. Covenants Running with the Land.** The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Developer, Landowner and every purchaser, assignee or transferee of an interest in the Subject Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Subject Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of a Developer contained in this Agreement, as such duties and obligations pertain to the portion of the Subject Property sold, assigned or transferred to it.

**Section 21. Amendment to Agreement; Effect of Agreement on Future Actions.** This Agreement may be amended by mutual consent of all of the parties, provided that any such amendment shall follow the process established by law for the adoption of a development agreement (*see*, RCW 36.70B.200). However, nothing in this Agreement shall prevent the City Council from making any amendment to its Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations affecting the Subject Property during the next five years, as the City Council may deem necessary to the extent required by a serious threat to public health and safety. Nothing in this Development Agreement shall prevent the City Council from making any amendments of any type to the Comprehensive Plan, Zoning Code, Official Zoning Map or development regulations relating to the Subject Property five years from the anniversary date of the Effective Date of this Agreement.

**Section 22. Releases.** Developer, and any subsequent Landowner, may free itself from further obligations relating to the sold, assigned, or transferred property, provided that the buyer, assignee or transferee expressly assumes the obligations under this Agreement as provided herein.

**Section 23. Notices.** Notices, demands, correspondence to the City and Developer shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated in Section 5. Notice to the City shall be to the attention of both the City Administrator and the City Attorney. Notices to subsequent Landowners shall be required to be given by the City only for those Landowners who have given the City written notice of their address for such notice. The parties hereto

may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

**Section 24. Reimbursement for Agreement Expenses of the City.** Developer agrees to reimburse the City for actual expenses incurred over and above fees paid by Developer as an applicant incurred by the City directly relating to this Agreement, including recording fees, publishing fees and reasonable staff and consultant costs not otherwise included within application fees. This development agreement shall not take effect until the fees provided for in this section, as well as any processing fees owed to the City for the project are paid to the City. Upon payment of all expenses, the Developer may request written acknowledgement of all fees. Such payment of all fees shall be paid, at the latest, within thirty (30) days from the City's presentation of a written statement of charges to the Developer.

**Section 25. Applicable Law and Attorneys' Fees.** This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. If litigation is initiated to enforce the terms of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs from the non-prevailing party. Venue for any action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

**Section 26. Third Party Legal Challenge.** In the event any legal action or special proceeding is commenced by any person or entity other than a party or a Landowner to challenge this Agreement or any provision herein, the City may elect to tender the defense of such lawsuit or individual claims in the lawsuit to Developer and/or Landowner(s). In such event, Developer and/or such Landowners shall hold the City harmless from and defend the City from all costs and expenses incurred in the defense of such lawsuit or individual claims in the lawsuit, including but not limited to, attorneys' fees and expenses of litigation, and damages awarded to the prevailing party or parties in such litigation. The Developer and/or Landowner shall not settle any lawsuit without the consent of the City. The City shall act in good faith and shall not unreasonably withhold consent to settle.

**Section 27. Specific Performance.** The parties specifically agree that damages are not an adequate remedy for breach of this Agreement, and that the parties are entitled to compel specific performance of all material terms of this Development Agreement by any party in default hereof.

**Section 28. Severability.** If any phrase, provision or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the ordinance adopting this Development Agreement, and either party in good faith determines that such provision or provisions are material to its entering into this Agreement, that party may elect to terminate this Agreement as to all of its obligations remaining unperformed.



IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**OWNER/DEVELOPER:**

**CITY OF GIG HARBOR**

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

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)

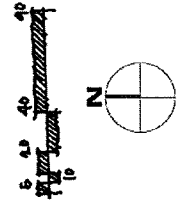
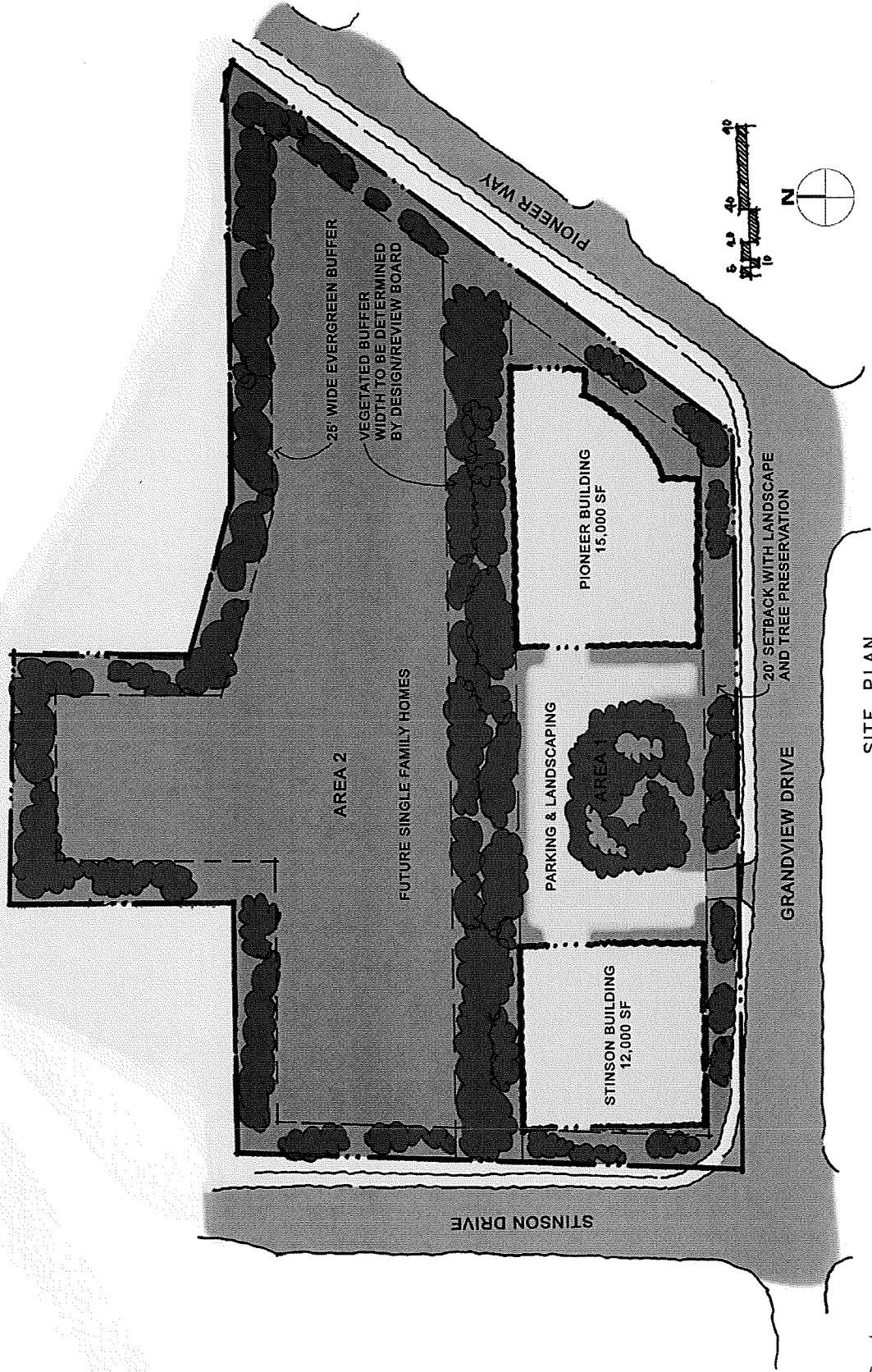
NOTARY PUBLIC in and for the  
State of Washington, residing at:

\_\_\_\_\_

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



ANCICH PROPERTY



BCRA

SITE PLAN

20 NOVEMBER 2008

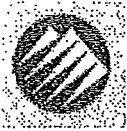
**Exhibit "C"**  
**Application COMP 08-0002:**  
**Parks, Recreation and Open Space**  
**Element Update**

**TO: MEMBERS OF THE PLANNING COMMISSION**  
**FROM: TOM DOLAN, PLANNING DIRECTOR**  
**SUBJECT: 2008 PARKS, RECREATION AND OPEN SPACE COMP PLAN**  
**AMENDMENT**  
**DATE: July 17, 2008**

The City of Gig Harbor is requesting a minor amendment of the Parks, Recreation and Open Space Plan element of the Comprehensive Plan to identify 3 parcels of land that have been acquired in 2008 or that may be acquired in 2009 for park purposes. Those three parcels include:

1. The Rohr Property. This property is located on the north side of the bike motocross property. It includes a single family home and the property abuts Crescent Creek on its westerly side. The property was purchased in 2008.
2. The Hoppen Property. This property is located at the mouth of Crescent Creek. The property is almost entirely a wetland that is tidally influenced. The property would be purchased with a combination of City and Conservation Futures funding.
3. Future Park Site – Gig Harbor North. The City is looking to acquire a park site in Gig Harbor North. Although no specific site has been identified at this time, it is anticipated that a suitable site may be identified in 2009.

**Exhibit “D”  
Application COMP 08-0003:  
3720 Harborview Drive Land Use Map  
Amendment**



Pierce County Assessor-Treasurer  
electronic Property  
Information Profile (e-PIP)



Ken Madsen  
Assessor-Treasurer

Pierce County Home Assessor-Treasurer Home Parcel Search Sales Search Recorded Documents Permits  
Summary Taxes/Values Land Buildings Sales Map

Parcel Map for 0221053089

02/26/2008 01:05 PM

<b>Taxpayer Details</b> <b>Taxpayer Name:</b> LIGHTHOUSE SQUARE LLC <b>Mailing Address:</b> 3720 HARBORVIEW DR GIG HARBOR WA 98332-2185	<b>Property Details</b> <b>Parcel Number:</b> 0221053089 <b>Site Address:</b> 3720 HARBORVIEW DR <b>Account Type:</b> Real Property <b>Category:</b> Land and Improvements <b>Use Code:</b> 5999-RETAIL STAND ALONE
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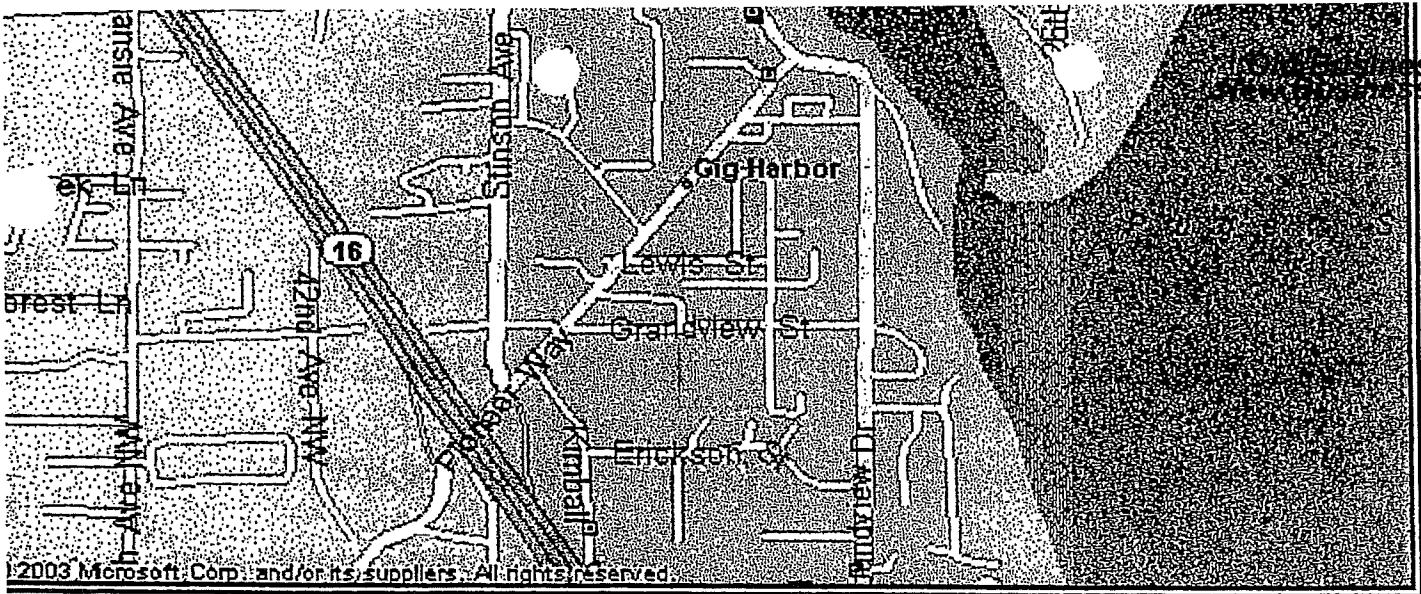
For additional mapping options, visit [Public GIS](#)

I acknowledge and agree to the prohibitions listed in RCW 42.17.260(9) against releasing and/or using lists of individuals for commercial purposes. Neither Pierce County nor the Assessor-Treasurer warrants the accuracy, reliability or timeliness of any information in this system, and shall not be held liable for losses caused by using this information. Portions of this information may not be current or accurate. Any person or entity who relies on any information obtained from this system, does so at their own risk. All critical information should be independently verified.

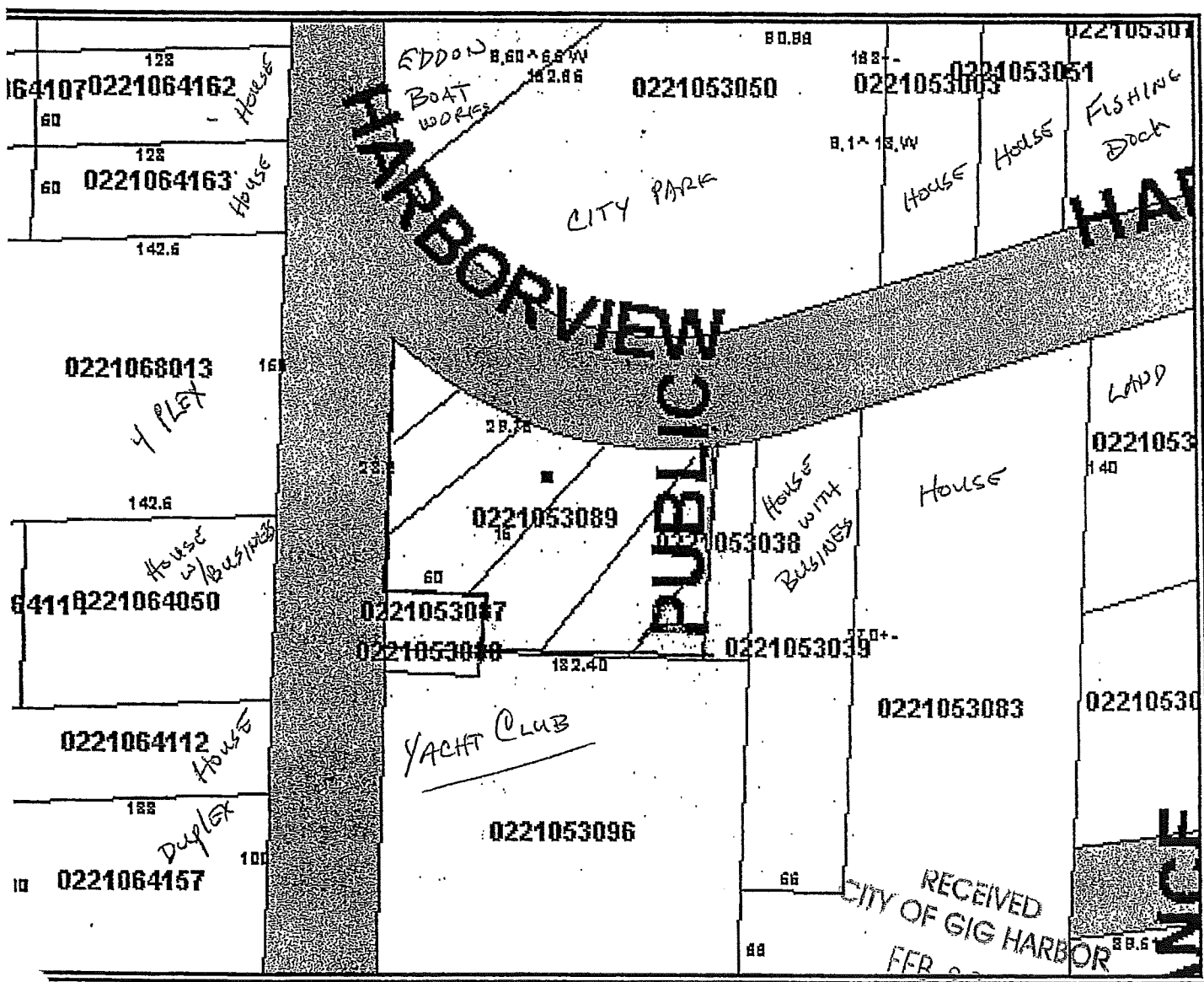
Pierce County Assessor-Treasurer  
Ken Madsen  
2401 South 35th St Room 142  
Tacoma, Washington 98409  
(253)798-6111 or Fax (253)798-3142  
[www.piercecountywa.org/atr](http://www.piercecountywa.org/atr)

RECEIVED  
GIG HARBOR  
FEB 28 2008  
COMMUNITY  
DEVELOPMENT

(c) 2008 Pierce County Assessor-Treasurer



SS-4  
S-1



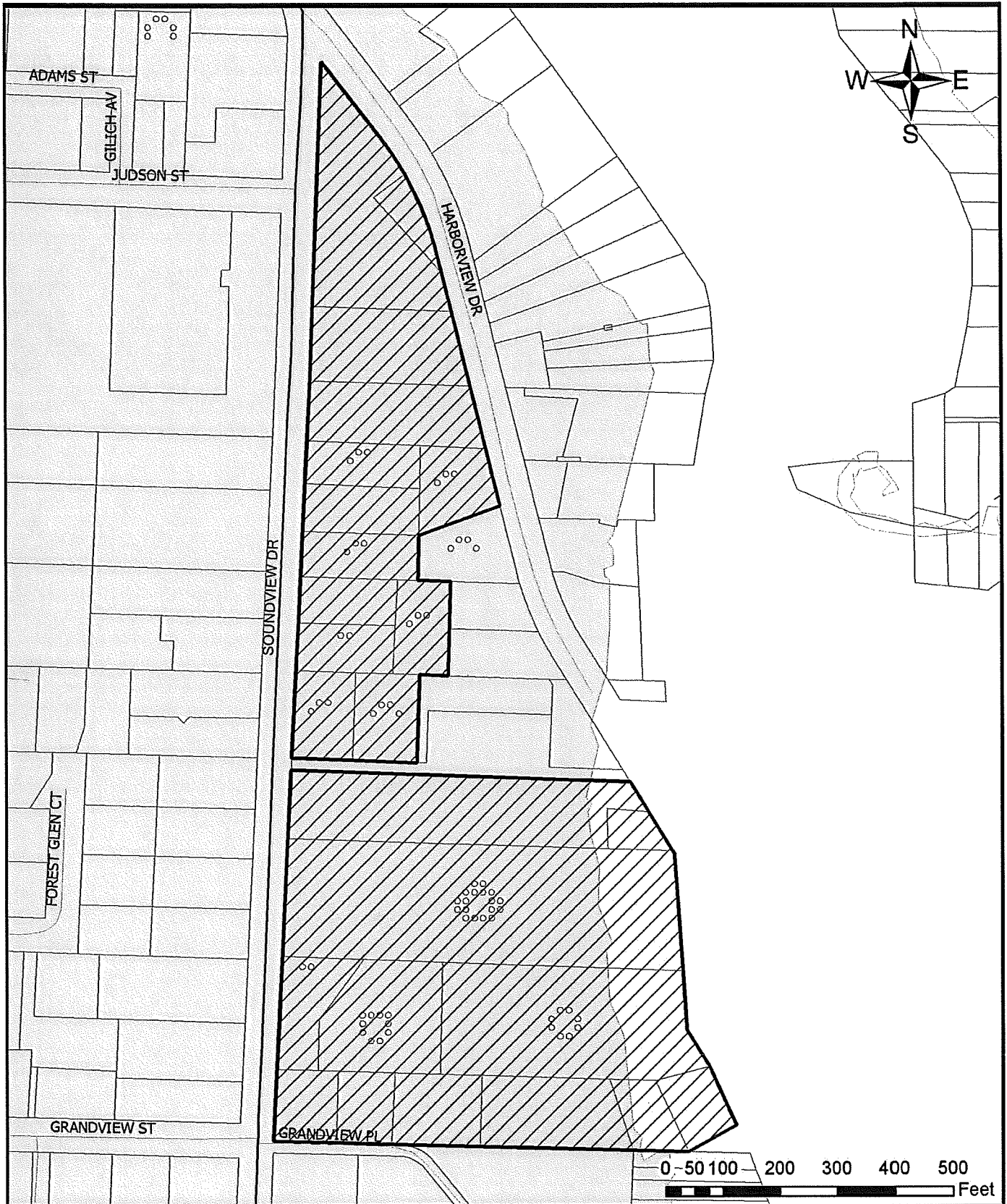
RECEIVED  
CITY OF GIG HARBOR  
FEB 20 2008  
COMMUNITY  
DEVELOPMENT



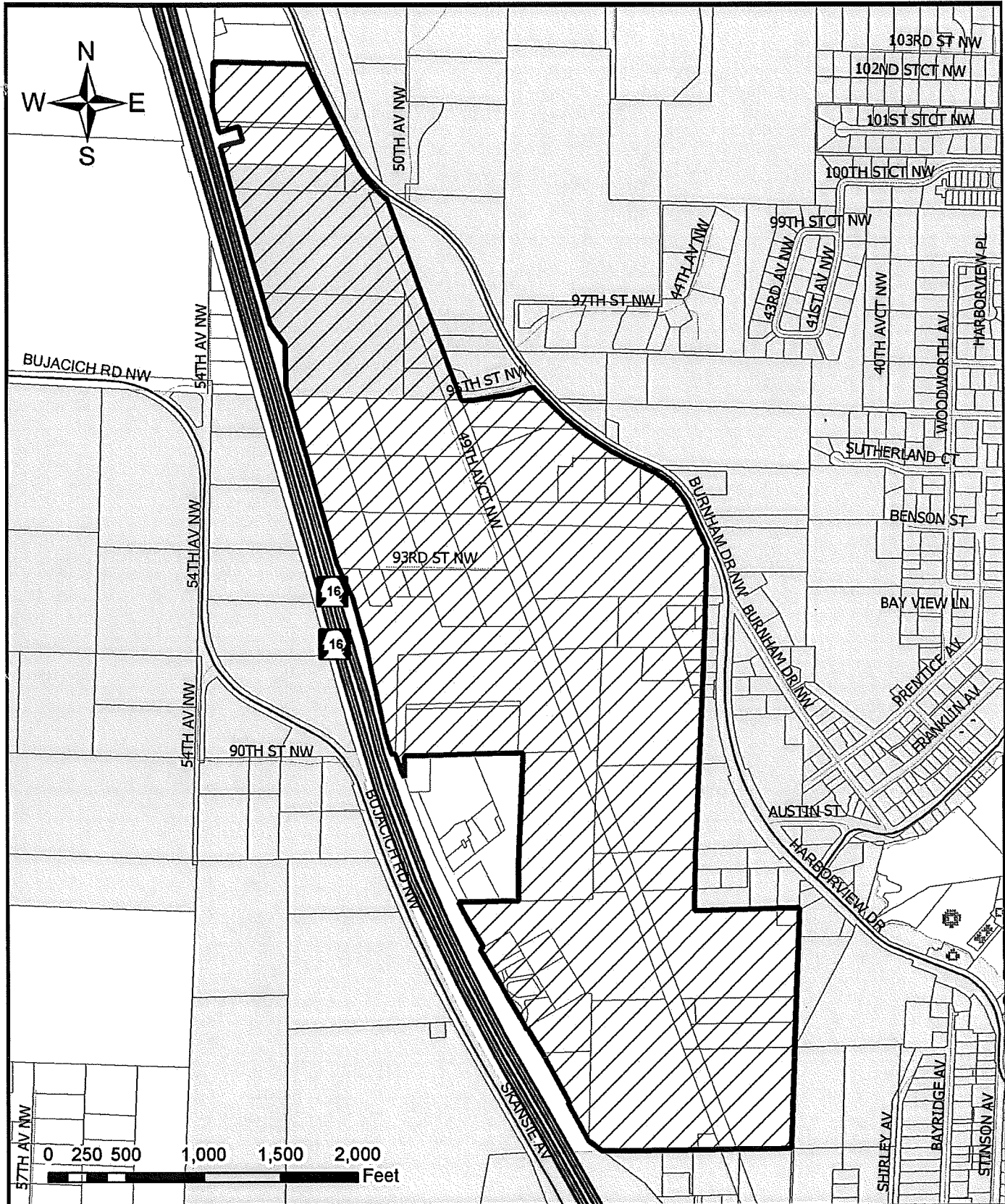
**Exhibit "E"**  
**Application COMP 08-0004:**  
**Area-Wide Land Use Map**  
**Amendments**



**COMP 08-0004 Land Use AREA 1  
Residential Medium (RM) to Residential Low (RL) zoned R-1**



**COMP 08-0004 Land Use AREA 2**  
**Residential Low (RL) to Residential Medium (RM) zoned R-2**



**COMP 08-0004 Land Use AREA 3  
Residential Low (RL) to Residential Medium (RM) zoned R-2**

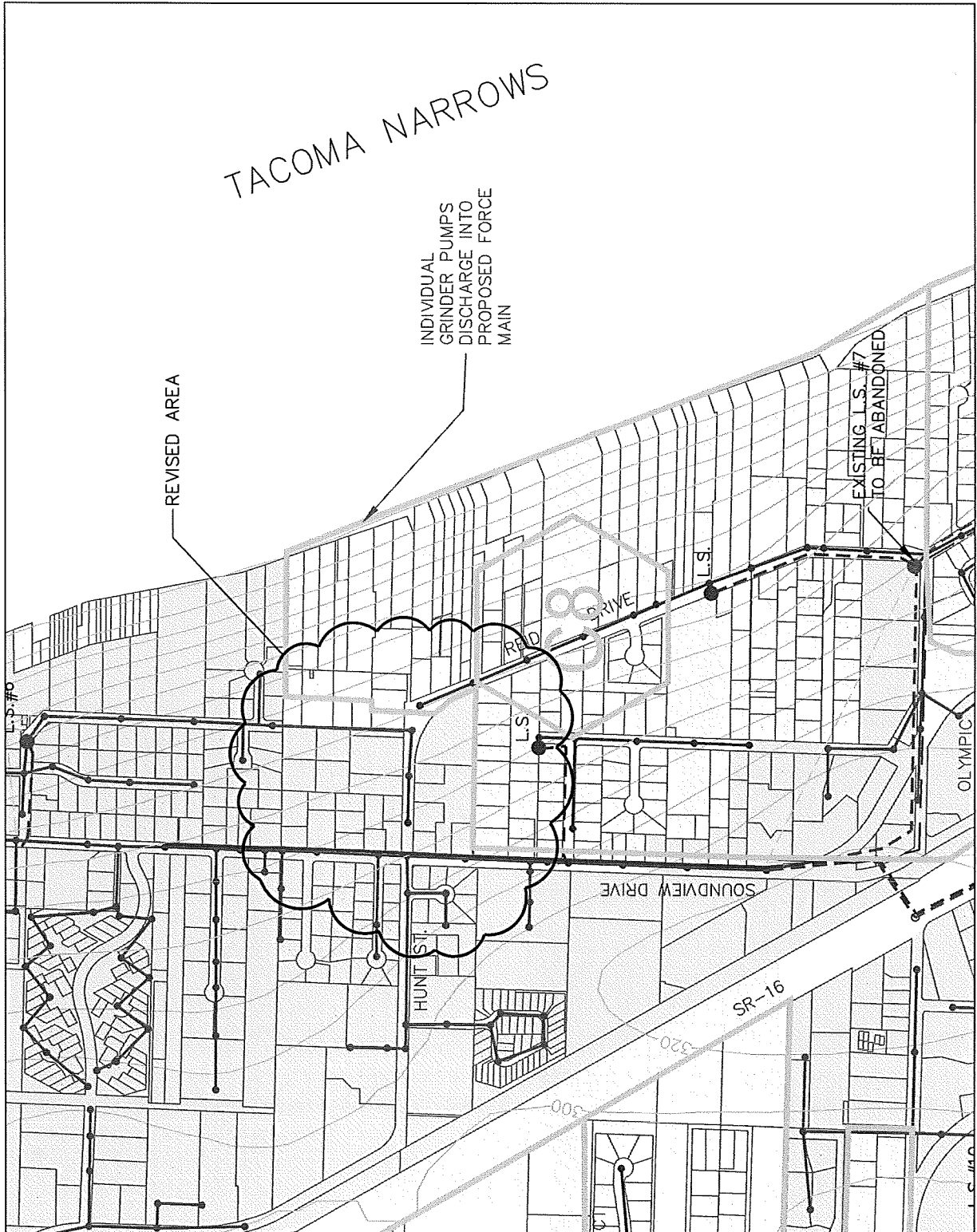
**Exhibit "F"**  
**Application COMP 08-0005:**  
**Gig Harbor Wastewater**  
**Comprehensive Plan Amendments to**  
**Sewer Basins C1, C5 and C8**



# EXHIBIT D PROPOSED C8 SEWER BASIN BOUNDARY

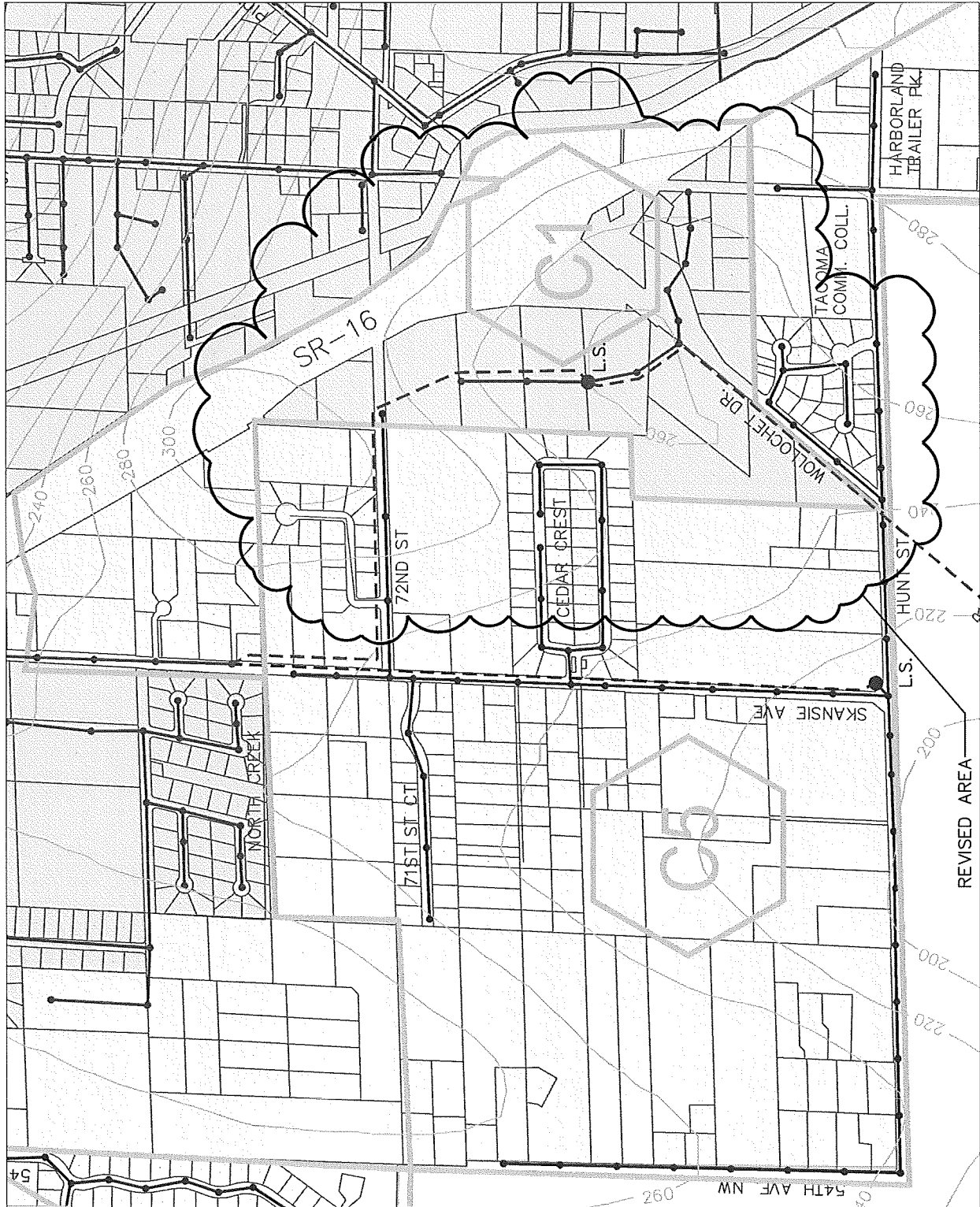


LEGEND	
	EXISTING GRAVITY SEWER AND MANHOLE
	EXISTING FORCE MAIN
	EXISTING LIFT STATION
	PROPOSED CITY GRAVITY SEWER AND MANHOLE
	PROPOSED CITY GRAVITY/PRESSURE SEWER
	PROPOSED PRIVATE GRAVITY/PRESSURE SEWER
	PROPOSED IMPROVEMENTS TO EXISTING UNITS
	PROPOSED CITY LIFT STATION
	L.S. SEWER BASIN BOUNDARIES
	EXISTING SEWERED AREA
	PROPOSED SEWERED AREA





**EXHIBIT B**  
**PROPOSED C1/C5**  
**SEWER BASIN**  
**BOUNDARIES**



**LEGEND**

	EXISTING GRAVITY SEWER AND MANHOLE
	EXISTING FORCE MAIN
	EXISTING LIFT STATION
	PROPOSED CITY GRAVITY SEWER AND MANHOLE
	PROPOSED CITY GRAVITY SEWER AND MANHOLE
	PROPOSED PRIVATE GRAVITY/PRESSURE SEWER
	PROPOSED IMPROVEMENTS TO EXISTING LINES
	PROPOSED CITY LIFT STATION
	SEWER BASIN BOUNDARIES
	EXISTING SEWERED AREA
	PROPOSED SEWERED AREA

**Exhibit "G"**  
**Application COMP 08-0006:**  
**Utilities Element Update**



**COMP 08-0006 Add a Goal to Chapter 8 (Utilities Element) Regarding the Development of Reclaimed Water**

**Purpose:** The purpose of this amendment is to explore the options for the City to create and utilize reclaimed (Class A) water at the City's Wastewater Treatment Plant.

**Proposed Text Changes:** Add the following text as Goal 8.x:

Explore options to create reclaimed water (also known as Class A water) at the City's existing Wastewater Treatment Plant while studying the benefits and potential uses for reclaimed water in the City of Gig Harbor.

**GMA:** This amendment is consistent with the goals of the Washington State Growth Management Act by protecting the environment and enhancing the state's high quality of life, including air and water quality, and the availability of water

**Countywide Planning Policies:** This amendment is consistent with Countywide Planning Policies by seeking to exceed federal and state environmental quality standards (Section 8 of the Countywide Planning Policy on Natural Resources, Open Spaces and Protection of Environmentally-Sensitive Lands).

**City Comprehensive Plan:** This amendment furthers the purpose of the City's Comprehensive Plan by planning for potential opportunities to generate a higher quality standard of effluent from the City's Wastewater Treatment Plant. .

**Exhibit “H”  
Application COMP 08-0007:  
Capital Facilities Plan Update**



**Subject:** Public Hearing and First Reading of Ordinance – Gross Floor Area amendment (ZONE 07-0008)

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner

**For Agenda of:** December 8, 2008

**Proposed Council Action:** Hold public hearing, review ordinance and approve at second reading.

**Exhibits:** Planning Commission Recommendation with draft amendments; Excerpt from 1/23/06 Council minutes with Council motion; Planning Commission minutes

Initial & Date

**Concurred by Mayor:**

*CKH 11/25/08*

**Approved by City Administrator:**

*AKK 11/25/08*

**Approved as to form by City Atty:**

*See e-mail*

**Approved by Finance Director:**

*DF 11/25/08*

**Approved by Department Head:**

*ID 11/27/08*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

January 23, 2006, the City Council directed the Planning Commission to review several issues related to underground parking and underground structures (motion enclosed). In response, the Planning Commission held work study sessions on these issues on January 18, 2007; February 1, 2007; June 21, 2007; November 15, 2007; December 6, 2007; December 20, 2007; and, January 3, 2008. The work study sessions included conversations with two local architects on the feasibility of underground buildings and Dick Bower, Building and Fire Safety Director, on the building and fire code requirements related to underground floor area.

On January 28, 2008, the Council reviewed the work and draft recommendations of the Planning Commission and directed the Planning Commission to hold a public hearing in the 2<sup>nd</sup> quarter of 2008 and make a final recommendation to the Council. The Commission public hearing was held on April 17, 2008; no members of the public provided testimony at the hearing.

After considerable discussion, the Planning Commission is recommending new definitions for "attic" and "underground floor area." The Commission is also recommending amendments to the definition of "gross floor area" which would apply to the PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB and MUD districts zones to eliminate attics and underground floor area from the gross floor area calculation. The Planning Commission is not recommending a similar amendment to the definition of "gross floor area" for the waterfront (WC, WM, and WR) zoning districts for the reasons stated in the

enclosed August 21, 2008 memo to City Council from the Planning Commission and summarized below.

The Planning Commission feels the topics of gross floor area, building size, underground structures and parking in the waterfront zones is most appropriately reviewed as part of the Shoreline Master Program update and View Basin Sub Area plan. The update to the Shoreline Master Program will inform allowed uses and setbacks along the waterfront related to environmental impacts, which could affect building size considerations. The View Basin plan will define the citizens' vision for the character of the view basin and will include policies and regulations on building size, architectural character, uses and amenities for the view basin. The Planning Commission feels the issue of underground garages and underground structures in the waterfront zones should be part of these large public discussions. Therefore, the Planning Commission has recommended that the current definition of gross floor area remain for the waterfront zones. While due to budget reasons, the View basin plan will not begin in 2009, it is hoped that the plan will still be developed in the coming years.

### **POLICY CONSIDERATIONS**

A detailed reasoning of the Commission's recommendations can be found in the enclosed memo. Discussed here are the Planning Commission's considerations on the draft definitions:

#### **Gross Floor Area:**

The Planning Commission desired to have two definitions for gross floor area: A revised definition for the majority of the City and the current definition for the waterfront zones. The revised definition for the majority of zones would exempt underground floor area and attics from the calculation of gross floor area.

The Planning Commission is also recommending that the gross floor area definitions include a provision for determining off-street parking spaces for all zones. The current parking regulations often base parking on the gross floor area; however, the current definition includes garage space in gross floor area. Therefore, one might argue that our code requires a developer to provide additional parking spaces for the floor area of the garage space. While we have not applied the code in that way, it would be prudent to adjust the definition to deal with this issue.

The Commission is also recommending removal of "basement space" from the calculation for the majority of zones, as the provisions for underground floor area address basement spaces and the definition of "basement" is not consistent with the proposed definition of "underground floor area". Finally, the revised definition removes references to attic headroom and excludes attics from the gross floor area in order to be consistent with the IBC's definition and interpretation of attic space.

#### **Underground floor area:**

The definition is written to provide a building size allowance that exempts those portions of a building's floor area which were truly underground from gross floor area limitations outside of the waterfront zones. The definition seeks to exclude required access points, especially those for rescue and escape, from the requirement to be entirely below grade. The Planning Commission wanted to acknowledge that any underground floor would need some kind of access to the outside, especially if the floor area is for habitable space (sleeping, etc.) or a parking garage. As the same time, the Commission did not want to

exclude all linear feet of access in order to prevent a 100 foot opening into a parking garage from being considered underground.

**Attic:**

The intent of this new definition is to make the application of attics in the zoning code consistent with the definition in the building code. The current gross floor definition exempts attic spaces with a head room of less than 7 and one half feet from the calculation of gross floor area. The current International Residential Code requires a head room of 7 feet or more for habitable space. The current inconsistency between codes means a developer could propose a finished attic-type space with a headroom of seven and one-fourth feet, be considered habitable by the building code, but not count as floor area in the zoning code.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on April 16, 2008 as per WAC 197-11-340(2).

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning Commission is recommending approval of the proposed text amendments.

**RECOMMENDATION / MOTION**

**Move to:** Staff recommends Council hold a public hearing, review the ordinance and approve at second reading.

**Towslee, Molly**

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**From:** Kester, Jennifer  
**Sent:** Monday, December 01, 2008 8:17 AM  
**To:** Towslee, Molly  
**Subject:** FW: Underground structures ordinance

Molly,

Below is the e-mail that Carol sent giving the o.k. that the gross floor amendment / underground structures ordinance is on the Council's agenda.

Jenn

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**From:** Carol Morris [mailto:carol\_a\_morris@msn.com]  
**Sent:** Wednesday, November 19, 2008 9:42 AM  
**To:** Dolan, Tom  
**Subject:** RE: Ordinance re: parking in WM zone

Sorry, I meant the ordinance re:undergournd structures. go ahead andput it on the agenda.

Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
(360) 830-0328  
F: (360) 850-1099

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**Subject:** RE: Ordinance re: parking in WM zone  
**Date:** Tue, 18 Nov 2008 14:28:54 -0800  
**From:** [DolanT@cityofgigharbor.net](mailto:DolanT@cityofgigharbor.net)  
**To:** [carol\\_a\\_morris@msn.com](mailto:carol_a_morris@msn.com)  
**CC:** [KesterJ@cityofgigharbor.net](mailto:KesterJ@cityofgigharbor.net)

Carol – I am confused. Which ordinance do you want a copy of? We don't have an ordinance on the agenda for this Monday on parking in the WM zone.

Did you want the ordinance for the 2008 Comp Plan amendment or the Cemeteries as a CUP amendment? We have both of these ordinances scheduled for Monday.

We have an ordinance that has been prepared for underground structures – Jenn has sent it to you for review. We were waiting for your comments before we schedule it for the Council however.

**Tom Dolan**  
Planning Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
253-853-7615 phone  
253-858-6408 fax

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**From:** Carol Morris [mailto:carol\_a\_morris@msn.com]  
**Sent:** Tuesday, November 18, 2008 12:20 PM

**To:** Dolan, Tom  
**Subject:** RE: Ordinance re: parking in WM zone

**New Business - 1**

Could you send me the final version of the ord that will be on the council agenda on Monday with the agenda bill again please/ Thanks.

Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
(360) 830-0328  
F: (360) 850-1099

---

**Subject:** RE: Ordinance re: parking in WM zone  
**Date:** Tue, 18 Nov 2008 11:50:32 -0800  
**From:** [DolanT@cityofgigharbor.net](mailto:DolanT@cityofgigharbor.net)  
**To:** [carol\\_a\\_morris@msn.com](mailto:carol_a_morris@msn.com)  
**CC:** [KesterJ@cityofgigharbor.net](mailto:KesterJ@cityofgigharbor.net)

Carol – Jenn and I have looked at the proposal and yes – we could send that to Mr. Stearn's attorney. Would you like us to start the text amendment process? We'll need to discuss with the Planning and Building Committee and send to the State. Let us know if you want us to begin the process.

**Tom Dolan**  
Planning Director  
City of Gig Harbor  
3510 Grandview St.  
Gig Harbor, WA 98335  
253-853-7615 phone  
253-858-6408 fax

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**From:** Carol Morris [[mailto:carol\\_a\\_morris@msn.com](mailto:carol_a_morris@msn.com)]  
**Sent:** Tuesday, November 18, 2008 8:13 AM  
**To:** Dolan, Tom  
**Subject:** Ordinance re: parking in WM zone

Tom, did you get the draft ordinance for parking in the WM zone? Is it okay to send to the attorney for Stearns? Thanks

Carol A. Morris  
Morris & Taraday, P.C.  
P.O. Box 948  
Seabeck, WA 98380-0948  
(360) 830-0328  
F: (360) 850-1099

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE DEFINITION OF GROSS FLOOR AREA FOR THE WR, WM AND WC ZONING DISTRICTS TO ELIMINATE GARAGE SPACE, ACCESSORY WATER TANKS AND COOLING TOWERS, MECHANICAL EQUIPMENT AND UNFINISHED ATTIC SPACE FROM THE CALCULATION OF GROSS FLOOR AREA FOR THE PURPOSES OF CALCULATING OFF-STREET PARKING REQUIREMENTS; AMENDING THE DEFINITION OF GROSS FLOOR AREA FOR THE PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB AND MUD ZONING DISTRICTS TO ELIMINATE ATTICS AND UNDERGROUND FLOOR AREA FROM THE CALCULATION OF GROSS FLOOR AREA; AMENDING THE DEFINITION OF GROSS FLOOR AREA FOR THE PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB AND MUD ZONING DISTRICTS TO ELIMINATE GARAGE SPACE, ACCESSORY WATER TANKS AND COOLING TOWERS, MECHANICAL EQUIPMENT AND ATTICS FROM THE CALCULATION OF GROSS FLOOR AREA FOR THE PURPOSES OF CALCULATING OFF-STREET PARKING REQUIREMENTS; ADDING A NEW DEFINITION FOR ATTIC; AND ADDING A NEW DEFINITION FOR UNDERGROUND FLOOR AREA; ADDING GHMC SECTION 17.04.086 AND 17.04.362; AMENDING SECTION 17.04.360 OF THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the City desires to have two definitions for gross floor area: one definition (the existing definition in GHMC Section 17.04.360) which would apply to the waterfront zones and a new definition that would apply to the rest of the city's zoning districts; and

WHEREAS, the City desires to retain the current definition for gross floor area for the Waterfront Commercial (WC), Waterfront Millville (WM), and Waterfront Residential (WR) zoning districts; and

WHEREAS, the differences between the two definitions of gross floor area are that the waterfront zone definition includes garage space, basement space and finished attics with a headroom of seven and a half feet or more in the calculation, and the remaining zones definition does not include underground floor area and all attics in the calculation; and



WHEREAS, there are a number of reasons behind the City's desire to retain the current definition for gross floor area for the waterfront zones, such as:

(1) lots along the waterfront have performance standards that often allow more utilization of the upland portion of the site than parcels in non-waterfront zones; and

(2) developments on waterfront lots are typically allowed to build right up to the ordinary high water mark (bulkhead) as the rear yard setback is usually in the water, allowing full development of all upland; and

(3) developments on waterfront lots can use the water portion of the lot as the required pervious surface, and thereby cover the majority of the upland portion with hard surfaces or buildings; and

(4) both water uses (marinas, piers, floats) and upland uses (offices, residential, marine sales, parking) are allowed on lots in the waterfront zones, thereby increasing the number of uses and activity associated with a parcel; and

(5) all but six of the parcels in the waterfront zones are included in City's Waterfront View Corridor designation, which was established to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment, and exempting underground portions of a building from gross floor area without reducing the allowed gross floor area in waterfront zones could have the adverse effect of reducing view corridors for the traveling public along the waterfront; and

WHEREAS, the City desires to revise the definition for gross floor area for the non-waterfront zones to exempt underground floor area and attics from the calculation of gross floor area; and

WHEREAS, outside the waterfront zones, underground floor area and attics are not included in the gross floor area calculation because those portions of a building which are underground do not contribute to the perceived bulk and scale of a building and those portions with headroom less than seven feet between the ceiling beams of the top story and the roof rafters are not habitable and do not contribute to the perceived bulk and scale of the building; and

WHEREAS, the City believes the topics of gross floor area, building size, underground structures and parking in the waterfront zones is most appropriately reviewed as part of the Shoreline Master Program update, which the city has begun and the View Basin Sub Area plan, which the City intends to begin soon; and

WHEREAS, the View Basin Sub Area plan will define the citizens' vision for the character of the view basin, which includes the waterfront along Gig

Harbor Bay, and will include policies and regulations on building size, underground structures, architectural character, uses and amenities for the view basin and waterfront zones; and

WHEREAS, the update of the Shoreline Master Program will document the environmental and aesthetic impacts of shoreline development and will recommend new regulations for allowed uses and setbacks along the waterfront; and

WHEREAS, the development of new performance standards for the waterfront zones at this time, such as building size and parking regulations, would be premature given the extensive comprehensive planning the City will conduct along the waterfront with the View Basin Sub Area plan and Shoreline Master Program update; and

WHEREAS, incorporating the review of gross floor area for the waterfront zones into the View Basin Sub Area plan and Shoreline Master Program update will allow considerable public discussion of the regulations; and

WHEREAS, the City desires to add a new definition of underground floor area to implement the changes to the gross floor area definition for non-waterfront zones; and

WHEREAS, the new definition of underground floor area excludes certain access points from the requirement to be entirely below grade for rescue and escape purposes and general access purposes; and

WHEREAS, the City desires to add a new definition of attic to implement the changes to the gross floor area definition for non-waterfront zones; and

WHEREAS, the new definition of attic is consistent with International Building Code definitions; and

WHEREAS, the City desires to exempt attics from the gross floor area of the non-waterfront zones to be consistent with International Building Code's definitions and regulation of attic space; and

WHEREAS, The City desires to exempt water tanks, cooling towers, mechanical equipment and attics from all definitions of gross floor area for purposes of calculating off-street parking requirements as those spaces are not habitable nor can be occupied and, therefore, do not generate users needing parking spaces; and

WHEREAS, The City desires to exempt garage space from all definitions of gross floor area for purposes of calculating off-street parking requirements as it is unnecessary to require additional parking stalls for garage space; and

WHEREAS, the Gig Harbor City Council directed the Planning Commission to review performance standards related to underground parking and underground structures on January 23, 2006; and

WHEREAS, the City Planning Commission held work study sessions on performance standards related to underground parking and underground structures on January 18, 2007; February 1, 2007; June 21, 2007; November 15, 2007; December 6, 2007; December 20, 2007; and, January 3, 2008; and

WHEREAS, the Gig Harbor City Council reviewed the work study session and draft recommendations of the Planning Commission on January 28, 2008 and directed the Planning Commission to hold a public hearing in the 2<sup>nd</sup> quarter of 2008 and make a final recommendation to the Council; and

WHEREAS, the City's SEPA Responsible Official issued a threshold Determination of Nonsignificance (DNS) for this Ordinance on April 16, 2008; and

WHEREAS, on April 16, 2008, a copy of this Ordinance was sent to the Washington Department of Community, Trade and Economic Development, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on April 17, 2008 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on \_\_\_\_\_, 2008; and

WHEREAS, on \_\_\_\_\_, 2008, the City Council adopted this Ordinance at second reading during a regular City Council meeting; Now, therefore;

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

Section 1. A new Section 17.04.086 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

**17.04.086 Attic.**

"Attic" means finished or unfinished space with a headroom of less than seven feet between the ceiling beams of the top story and the roof rafters.

Section 2. Section 17.04.360 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.04.360 Floor area, gross.**

A. "Gross floor area" in the WR, WM and WC districts means:

1. The sum of the horizontal area of the several floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls. The gross floor area includes basement space, garage space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, and unfinished attics regardless of headroom.

2. For purposes of determining off-street parking requirements, gross floor area shall mean the sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls including basement space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, enclosed porches; but, shall not include garage space, accessory water tanks and cooling towers, mechanical equipment and unfinished attics regardless of headroom.

B. "Gross floor area" in the PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB and MUD districts means:

1. The sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls. The gross floor area includes garage space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, attics as defined by GHMC 17.04.086, and underground floor area as defined by GHMC 17.04.362.

2. For purposes of determining off-street parking requirements, gross floor area shall mean the sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls including the elevator shafts and stairwells at each floor, mechanical equipment rooms, penthouse floors, interior balconies and mezzanines, enclosed porches and underground floor area; but, shall not include garage space, accessory water tanks and cooling towers, mechanical equipment and attics.

Section 3. A new Section 17.04.362 of the Gig Harbor Municipal Code is hereby added to the Gig Harbor Municipal Code, to read as follows:

**17.04.362 Floor area, underground.**

“Underground floor area” means the floor area of a building, structure, story, or portion of a story constructed entirely below natural or finished grade, whichever is lower, excluding below grade window wells required for rescue and escape and up to an additional 24 linear feet of access.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this Ordinance.

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor, this \_\_\_ day of \_\_\_\_, 2008.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Carol A. Morris, City Attorney

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

PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND MEMBERS OF THE CITY COUNCIL**  
**FROM: HARRIS ATKINS, VICE CHAIR, PLANNING COMMISSION**  
**SUBJECT: PROPOSED AMENDMENTS RELATED TO UNDERGROUND STRUCTURES**  
**DATE: AUGUST 21, 2008**

In response to a motion by the City Council for the Planning Commission to review several issues related to underground parking and underground structures (motion attached), the Planning Commission held work study sessions on these issues on January 18, 2007; February 1, 2007; June 21, 2007; November 15, 2007; December 6, 2007; December 20, 2007; and, January 3, 2008.

On January 28, 2008, the Council reviewed the work and recommendations of the Planning Commission and directed the Planning Commission to hold a public hearing in the 2<sup>nd</sup> quarter of 2008 and make a final recommendation to the Council. The Commission public hearing was held on April 17, 2008; no members of the public provided testimony at the hearing.

After considerable discussion and having reviewed information provided by the Building Official / Fire Marshal and Planning staff at those meetings and hearings, the Planning Commission recommends the following:

1. The Planning Commission recommends the enclosed amendments to the definition of "gross floor area" and the addition of definitions for "attic" and "underground floor area".
2. The Planning Commission recommends that the current definition for gross floor area remain for the Waterfront Commercial (WC), Waterfront Millville (WM), and Waterfront Residential (WR) zones for the following reasons:
  - a. The City has begun the development of the View Basin Sub Area plan. The plan will define the citizens' vision for the character of the view basin, which includes the waterfront along Gig Harbor Bay, and will include policies and regulations on building size, architectural character, uses and amenities for the view basin. The issue of underground garages and underground structures in the waterfront zones is part of View Basin scope of work. The View Basin Sub Area plan is expected to be finished in November 2009.
  - b. In addition, the City has begun an update of the Shoreline Master Program. The update will look at environmental and aesthetic impacts of shoreline development and will inform allowed uses and setbacks along the waterfront. Recommendations for development standards related to the shoreline are expected to be finished in November 2009.

- c. Development of new performance standards for the waterfront zones at this time, such as building size and parking regulations, would be premature given the extensive comprehensive planning the City has begun along the waterfront.
- d. Parcels along the waterfront have performance standards that often allow more utilization of the upland portion of the site than parcels in other zones. Developments on waterfront parcels are often allowed to build right up to the ordinary high water mark (bulkhead) as the rear yard setback is usually in the water. In addition, developments on waterfront parcels can use the water portion of the lot as the required pervious surface, thereby covering the majority of the upland portion with hard surfaces or buildings. Finally, waterfront parcels can have both water uses (marinas, piers, floats) and upland uses (offices, residential, marine sales, parking) thereby increasing the number of uses and activity associated with a parcel.
- e. All but six of the parcels in the waterfront zones are included in City's Waterfront View Corridor designation which was established to protect views of the harbor along the Harborview Drive and North Harborview Drive public rights-of-way for public enjoyment. Views to the water should be considered when discussing allowable building size. Exempting underground portions of a building from gross floor area without reducing the allowed gross floor area in waterfront zones could have the adverse effect of reducing view corridors. Waterfront view corridors and building size allowances should be reviewed comprehensively as part of the View Basin Sub Area Plan and Shoreline Master Program Update.

The Commission feels that outside of the waterfront areas, an allowance should be provided which would exempt those portions of a building that were truly underground from gross floor area limitations. We found no compelling zoning-based reason to include underground floor area in the gross floor area outside the waterfront area. However, in the waterfront zones, the Commission felt the factors discussed above warrant further review of the underground building issues as part of the View Basin Sub Area Plan and Shoreline Master Program Update.





## COMMUNITY DEVELOPMENT DEPARTMENT

**SUBJECT: ZONE 07-0008 – GROSS FLOOR AREA DEFINITION AMENDMENT**

**DATE: August 21, 2008**

The Planning Commission is proposing an amendment to the definition of “gross floor area” which would apply to the PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB and MUD zones. No substantive changes are proposed to the definition of “gross floor area” for the waterfront (WC, WM, and WR) zoning districts. In addition, new definitions for “attic” and “underground floor area” are proposed.

The proposed definitions are below:

**Gross Floor Area:**

17.04.360 Floor area, gross

A. “Gross floor area” in the WR, WM and WC districts means:

1. The sum of the horizontal area of the several floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls. The gross floor area includes basement space, garage space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, and unfinished attics regardless of headroom.

2. For purposes of determining off-street parking requirements, gross floor area shall mean the sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls including basement space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, enclosed porches; but, shall not include garage space, accessory water tanks and cooling towers, mechanical equipment and unfinished attics regardless of headroom.

B. “Gross floor area” in the PI, R-1, RLD, R-2, RMD, R-3, RB-1, RB-2, DB, B-1, B-2, C-1, PCD-C, ED, PCD-BP, PCD-NB and MUD districts means:

1. The sum of the horizontal area of the floor(s) of a building or buildings measured from the exterior faces of exterior walls and from centerlines of division walls. The gross floor area includes garage space, the elevator shafts and stairwells at each floor, mechanical equipment rooms, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, attics as defined by GHMC 17.04.086, and underground floor area as defined by GHMC 17.04.362.

2. For purposes of determining off-street parking requirements, gross floor area shall mean the sum of the horizontal area of the floor(s) of a building or

buildings measured from the exterior faces of exterior walls and from centerlines of division walls including the elevator shafts and stairwells at each floor, mechanical equipment rooms, penthouse floors, interior balconies and mezzanines, enclosed porches and underground floor area; but, shall not include garage space, accessory water tanks and cooling towers, mechanical equipment and attics.

**Attic:**

17.04.086 Attic.

"Attic" means finished or unfinished space with a headroom of less than seven feet between the ceiling beams of the top story and the roof rafters.

**Underground Floor Area:**

17.04.362 Floor area, underground.

"Underground floor area" means the floor area of a building, structure, story, or portion of a story constructed entirely below natural or finished grade, whichever is lower, excluding below grade window wells required for rescue and escape and up to an additional 24 linear feet of access.

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

**MOTION:** Move to adjourn to executive session at 9:21 p.m. for approximately fifteen minutes to discuss pending litigation per RCW 42.30.110(1)(i).  
Ekberg / Young – unanimously approved.

**MOTION:** Move to return to regular session at 9:39 p.m.  
Dick / Ekberg – unanimously approved.

**MOTION:** Move to direct the Planning commission to hold a public hearing to consider amendment of Ordinance 1008 as follows:

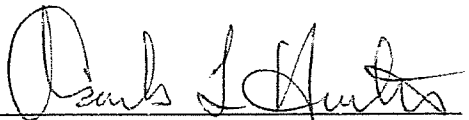
- Section 2 of Ordinance 1009, amending Section 17.04.360 of the Gig Harbor Municipal Code, which is the definition of "gross floor area;"
- Addition of new definitions to chapter 17.04 GHMC, including but not limited to "basement," "underground," "finished grade," and "original grade;"
- Amendment of chapter 17.72 GHMC to include maximum number of parking spaces for certain types of uses, including but not limited to, single family residential; and
- In the context of the above, to re-consider the square footage and maximum foot print limitations imposed by Ordinance 1008 on the WM, WC and WR zones.

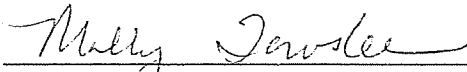
Payne / Kadzik – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:41 p.m.  
Ekberg / Young – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 21.  
Disk #2 Tracks 1 – 17.

  
\_\_\_\_\_  
Charles L. Hunter, Mayor

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

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
January 18, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Joyce Ninen, Dick Allen, Theresa Malich and Jeane Derebey. Commissioner Harris Atkins was absent. Staff present: Dick Bower, Tom Dolan, Jennifer Kester and Diane Gagnon.

**CALL TO ORDER:** 6:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of December 21st, 2006 with a typographical correction on page 2. Pasin/Ninen – motion passed unanimously.

**OTHER BUSINESS**

Mayor Hunter introduced the new City Administrator Rob Karlinsey. He went over Mr. Karlinsey's background. Mr. Karlinsey said that it was a privilege to be here in Gig Harbor and that he was hoping to build on the City's accomplishments. He thanked the commission for their service to the community and noted that city staff was there for them. Chairman Allen welcomed Mr. Karlinsey.

**ELECTION OF OFFICERS**

Commissioner Jill Guernsey nominated Commissioner Theresa Malich as Chair and it was seconded by Jeane Derebey. Nomination carried unanimously.

Commissioner Jim Pasin nominated Harris Atkins as Vice Chair.  
Commissioner Theresa Malich nominated Jill Guernsey as Vice Chair

Nomination of Harris Atkins as Vice Chair passed with four voting in favor and one voting for Commissioner Guernsey.

**NEW BUSINESS**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Chairman Theresa Malich turned this item over to staff for their report. Ms. Kester pointed out that they had been given the copy of the minutes from 1/23/06 outlining the decision from the City Council and that she also had included a memo from the City Attorney Carol Morris

outlining some talking points along with some additional attachments. She noted that this was an introductory meeting only and they will be holding more work study sessions on this issue.

Ms. Kester stated that the four elements of the proposed amendment were as follows: reviewing the definition of gross floor area as it pertains to basements and garages underground; creating new definitions for “basement”, “underground”, “finished grade”, and “original grade” and other terms if needed; Amending GHMC 17.72.030 to include maximum number of parking spaces for certain types of use, including but not limited to single-family residential; in contest to the above discussion, re-consider the square footage and maximum footprint limitations for the WM, WC and WR zones.

Mr. Pasin expressed that he was concerned with differences between these issues for single family homes versus commercial uses. Ms. Kester noted that his concerns could be dealt with in the definitions.

Carol Morris stated that at first they needed to address whether or not they should be regulating structures that are underground not with regard to uses. She gave an example of someone who had a basement that was seven stories of underground garage space and stated that they need to establish the legitimate public purpose for regulating something that is totally underground.

Commissioner Dick Allen noted that the other parking spaces still generate activity at the property. Ms. Morris replied that if the commission feels that would be the result, then perhaps they should be regulating the use instead. She said the next thing they needed to consider was whether garages should be included in the square footage limitation and whether or not the uses in these zones can be accommodated with these maximum square footage calculations. The other issues are the definitions of basement, underground, finish grade, and original grade. She continued by saying that they also needed to consider the maximum number of parking spaces allowed for certain uses. She stated that this pertained to low impact development regulations and that they need to examine the footprint limitation since there is a footprint limitation in one zone and not another.

Mr. Pasin asked for Ms. Morris’ opinion on the definitions and other items being on a city wide basis rather than just the three waterfront zones. Ms. Morris said that the definitions would be applied city wide. Mr. Pasin said that he would like the underground parking item looked at from a city wide standpoint. Ms. Morris replied that that was the decision of the Planning Commission.

Mr. Pasin then asked how maximum parking requirements have been defined, regulated and monitored by other jurisdictions and Ms. Morris answered that most cities have not adopted maximum parking limitations as of yet, but due to low impact development standards many cities are beginning to do so. Mr. Pasin said that he felt that single family and multi family was going to be the biggest challenge. Mr. Allen said he was wondering about WM and noted that there were only 3 properties that don’t have a marina attached to them and how would they be regulated. Ms. Kester said that would have to be one of the issues decided and noted that WM is the only zone that regulates marina parking differently.

Planning Director Tom Dolan reminded the Planning Commission that this was a request from the City Council and noted that it had been suggested that a meeting be held with the City Council or the Planning and Building Committee of the City Council to further discuss their intent.

Mr. Allen asked why the maximum parking was being brought up and Carol said it was probably from a lawsuit and Ms. Kester reiterated that it was due to two large single family homes being proposed with lots of parking. Mr. Pasin noted that these were issues that had been encountered by the Design Review Board on several occasions and these definitions are necessary to better address these issues.

Ms. Morris continued explaining that they were looking at is whether an underground structure should be counted in the square footage. She also suggested that they have the uses properly identified in the zones and determine if the allowance of underground structures would intensify the use. Ms. Ninen voiced concern a possible opportunity for illegal activities underground and Ms. Morris noted that it could be true now whether we count it in the square footage limitation or not. Ms. Morris said she would look into whether other jurisdictions had experienced any increase in illegal activity.

Commissioner Jill Guernsey said that she felt that there is a still a public welfare issue with regulating structures and do the same regulations apply when the structure is below ground. She suggested that they start by looking at each of the public safety, health and welfare issues and decide whether they apply to underground structures.

Ms. Malich asked if the square footage limitation fits within the scale of these areas. Mr. Allen said that he felt that if someone is contemplating going below ground with a garage facility it is because he has run out of space above ground, therefore, they are intensifying their use above what the space can accommodate and increasing the activity.

It was pointed out by Ms. Malich that on the first page of the ordinance it says the intent is to maintain the mass and scale of the existing pattern of development. Ms. Kester said that the question is if someone has two stalls totally underground does that affect the scale and size of structures on the waterfront. Ms. Morris pointed out that when it was determined what was out there they looked at the homes that exist, so exempt basements that are totally underground would not affect the scale. She also noted that the square footage limitations may make it so that the uses allowed in these zones can't operate so should these uses be allowed in these zones or should the limitation be changed. Ms. Kester said that some local architects may be able to come in and address these issues. Ms. Guernsey asked if there was any reason other than the square footage limitation that causes the council to want to look at this as it seems to be something we keep having to re-examine. Ms. Morris stated that the Planning Commission needed to decide whether underground structures should be included or not and if not, then a reason needs to be developed.

Mr. Dolan asked if the commission would like to discuss this item at the next meeting or would they more time to do some research. Mr. Pasin said that he thought they should continue the discussion at the next meeting and everyone agreed.

Chairman Malich called a five minute recess at 7:00 pm. The meeting was reconvened at 7:05.

**PUBLIC HEARING**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to establish flood plain regulations

Chairman Theresa Malich opened the public hearing at 7:06 pm.

Planning Director Tom Dolan briefly went over the staff report on the flood plain regulations as suggested by the Department of Ecology and pointed out that there was a representative from DOE present. He noted that notice of this hearing was sent to 318 property owners along the waterfront and was also published in the Peninsula Gateway. Mr. Dolan stated that if these required amendments are not adopted some waterfront property owners could have their flood insurance cancelled. He added that FEMA and DOE are requiring flood plain certificates for six properties. Mr. Dolan said a couple of people had been in to ask questions and one had gotten a copy of the ordinance. He stated that it was possible for the commission to take action on this proposed ordinance this evening.

Building Official/Fire Marshal Dick Bower pointed out that the city does have had a flood plain ordinance in the code at this time; however, what we are trying to do is assure that our ordinance stays consistent with state requirements so that our citizens can maintain their flood insurance. He then introduced Kevin Farrell from the Department of Ecology.

Mr. Farrell stated that he was a Flood Plain Management Specialist from the Southwest Regional Office who had conducted a community assistance visit which is basically an audit on the flood plain regulations and that as part of that they always review the flood plain ordinance. He stated that they are the state coordinating agency and work closely with FEMA. He went on to say that they came across numerous issues that were non-compliant in Gig Harbor and provided the model ordinance. Mr. Farrell noted that this is a voluntary program; however, federally guaranteed flood insurance is available if participating in the program and if a city is not participating then flood insurance can be obtained but at expensive rates and has ramifications on federally guaranteed loans. He stated that the City of Gig Harbor has a limited flood plain and is basically along the water.

Mr. Bower explained the difference types of flood plains and the information in the handouts provided. He went over how they are calculated how that determines your base flood elevation.

Ms. Malich asked if we have ever had a flood along the waterfront. Mr. Bower answered that it has happened with an extra high tide combined with wind. He added that he felt the biggest hazard was at Donkey Creek and cited what had happened with the Hennington Place Condos bulkhead failure.

Commissioner Guernsey asked about the six properties and what action the city will take against them. Mr. Bower said that they had been sent letters requiring them to provide flood certificates and explained that they would have had to do this anyway, it's just that it had not been asked for before. He added that city staff will work them to achieve compliance and pointed out that it

first needs to be determined if there is a problem as it may be that some of them are not within the flood plain. He said reminders will be sent out and the city will work with DOE and FEMA to get this resolved. He further explained that the six property owners will have to have a surveyor come out and shoot elevations in order to receive a flood certificate and then determine at that time if they are within the flood plain.

Mr. Farrell noted that this law has been in place for many years and that DOE had asked for flood certificates on these six properties and the city didn't have them on file. He said that if there is no response from the property owners from the letter sent out by the city then DOE will send out letters to those property owners. He noted that DOE will report back to FEMA on the compliance and/or non compliance.

Since there was no public present, Chairman Malich closed the public hearing at 7:30 pm.

Ms. Guernsey asked what had happened in the past when the local jurisdiction has needed to have property owners obtain flood plain certificates and asked what happens if they don't comply. He said he would have to discuss that with FEMA and that if they are within the flood plain and if the structure is not elevated to the level it should have been then their insurance rate will be higher. Ms. Guernsey said that she felt that the property owners were being put in a difficult position because of a slip up by the city. Commissioner Derebey asked if the property owner did not comply would it jeopardize the city's participation in the FEMA program and Mr. Farrell said that it may and that FEMA may ask that the city impose their laws. He noted that several cities have been suspended for non compliance. Mr. Pasin noted that over 300 notices were sent out and there had been no public comments received.

**MOTION:** Move to recommend approval and forward the ordinance to city council.  
Pasin/Guernsey – Motion passed unanimously.

Ms. Derebey asked if perhaps there could be more properties and Mr. Farrell said that there could be more as they typically take a representation of the flood plain. Mr. Bower stated that the Building Division is requiring flood elevation certificates for new buildings on the waterfront.

## **ADJOURNMENT**

Meeting was adjourned at 7:40 p.m.

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
February 1, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Joyce Ninen, Dick Allen, Theresa Malich and Jeane Derebey. Commissioner Jill Guernsey was absent. Staff present: Tom Dolan, Jennifer Kester, Cliff Johnson and Diane Gagnon.

**CALL TO ORDER:** 6:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of January 18, 2007 with typographical corrections and a statement added that there was no public present for the public hearing. Ninen/Allen – motion passed unanimously.

**NEW BUSINESS**

1. **Kurt Latimore, The Latimore Company** – Presentation and discussion on the upcoming phases of improvement to the design review process.

Kurt Latimore from the Latimore Company gave a presentation on the Design Review Process Improvement Initiative. Mr. Latimore went over what had been done in 2006 to analyze the permitting process in the City of Gig Harbor and his background in this field. He spoke about Design Review setting the pace for the development process and that this initiative was to improve that process. He talked about applicants needing a predictable process and the fear of going to the DRB. He noted that in most areas design standards only apply in certain areas or partially in certain areas and that here in Gig Harbor it is applied city wide. He said that there is additional design effort being placed at the front of the process and applicants are required to provide a high level of detail early on in the process. Mr. Latimore went on to explain specific areas of the process and the two phase plan. He stated that the first phase would be a series of text amendments that fit within the current comprehensive plan and the second phase would entail comprehensive plan amendments to encompass design manual changes that may fall outside of the current comp plan. He then went over the timeframe of the phases with the first phase happening in the spring and then the second phase in the summer and fall. He gave some examples of what kinds of things may fall within the two phases.

Senior Planner Jennifer Kester went over some of the ideas that had been suggested by the DRB. Mr. Latimore went over further details of the schedule and the idea of the upcoming community meetings. He outlined the first series of text amendments that will go forward in the March/April timeframe with the conclusion of the first batch in early summer when phase two would begin. Mr. Pasin asked if there was a specific list of what those text amendments will be and Ms. Kester answered that she was in the process of writing those text amendments which will be sent to the Planning Commission next week in preparation for the meeting of February 15<sup>th</sup>. She gave some examples. Jeane Derebey asked if there was a printout of the schedule and Ms. Kester said she would make everyone copies.

Mr. Allen asked about what kinds of things would require comprehensive plan amendments and Mr. Latimore explained that the implementation of sub area plans may require a comp plan amendment. Ms. Kester further explained that there may be different goals and policies for the West side or Gig Harbor North. She also explained that a lot of what is in the Design Manual was fashioned around the downtown and maybe that is not appropriate everywhere. She pointed out that the Design Manual was written in 1996 and the West Side and Gig Harbor North were annexed in 1997. Mr. Allen asked where we expected the nucleus of these philosophical changes to happen. Mr. Latimore explained that the center of the effort would be here at the Planning Commission. Ms. Kester added that the DRB would make suggestions as well as staff and the development community. Mr. Pasin suggested that each Planning Commission member collect their ideas individually to give their input on February 15<sup>th</sup>.

Mr. Atkins asked if the list of other changes that had been developed by the Planning Commission during the matrix process was going to be addressed as well. Ms. Kester said that she would look at that list and see if any of those could possibly fit within this process. Mr. Latimore asked for agreement on the series of work study sessions and stated that he would like them to be joint meetings with the DRB. Ms. Kester added that the meeting on the 15<sup>th</sup> will be heavily advertised and public input will be encouraged. It was brought up by Mr. Pasin that some thought should be given to how the meeting is conducted. Mr. Allen asked if staff was looking to scrutinize the land use regulations line by line. Ms. Kester said that there are some specific changes being suggested by the DRB; however, the last time we looked at the manual line by line it took over three years and that we would rather take everyone's experiences and look at those and pick the ones that will have the most impact if changed.

Ms. Kester noted that staff and Mr. Latimore will present these ideas to the City Council on February 12th. She then talked about how the upcoming work sessions will be conducted.

Mr. Latimore asked the Planning Commission if they had any initial comments. Discussion was held on setbacks and their appropriateness in different zones. Ms. Ninen asked if the tree issue was going to be in Phase I or Phase II and Ms. Kester answered that it will probably be in Phase II. She explained the current approach for tree retention.

Mr. Allen asked if the DRB had a lot of ideas and Mr. Pasin said that they did have a lot of ideas and Ms. Kester added that it may not be possible to implement all of them.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council (ZONE 07-0002) to amend the procedures for processing legislative actions and annexations.

Planning Director Tom Dolan explained the proposed ordinance and stated that it was the result of City Council meeting the first of January where they considered an agreement which allowed a zone transition buffer from a commercial property to also be on a residential property. The City Council voiced concern with the proposal that had gone through the hearing examiner process. During the City Council meeting it was discussed that staff would bring an amendment before the Planning Commission to not allow this in the future. The City Council asked if it was necessary for this item to go to the Planning Commission and staff responded that

yes, it was necessary and the City Attorney felt that perhaps it was not necessary and made recommendation to the City Council that there could be direct consideration. Mr. Dolan continued by saying that in looking at the code later, the provisions of 19.01.050 would require Planning Commission review and at that point the City Attorney proposed the ordinance that is before you that would allow the City Council to consider changes to the zoning ordinance without first seeking Planning Commission recommendation. Mr. Dolan pointed out that the ordinance did not require their review and recommendation; however, staff thought that the Planning Commission may have concerns. He continued by saying that the matter is scheduled to go before the council on February 12<sup>th</sup>.

Ms. Malich pointed out that it said “certain legislative decisions”, which made it unclear what types of decisions and seems to leave it wide open. She stated that the broad scope of this was worrisome to her. Mr. Pasin said that it appeared to be based on events which may date back 9 months or more and the City Council has determined that they wish to manage the process directly rather than through this commission or the DRB. He agreed with Ms. Malich that it begins to put the council in the direct decision making process and can lead to less public input through the DRB or the Planning Commission. Mr. Pasin said he was bothered by that because 8 or 9 years ago there was a similar swing and then moved away from that and this is now swinging back so he was concerned with the reasoning for that and how it affected the Planning Commission and the citizens of the community.

Mr. Atkins said it seems like there are two issues here and that he got the feeling that they are afraid to have public hearings and that he felt they were important. He stated that he felt that the Planning Commission’s role is to consider issues in a different environment rather than in the political environment of the City Council. He said the Planning Commission is able to take a more studious look at the larger picture. He continued by saying that it troubled him that the City Council would take the Planning Commission out of the loop.

Ms. Ninen asked if this was in accordance with the RCW and Mr. Dolan said that the City Attorney had researched it and the RCW does not require Planning Commissions to look at text amendments. Mr. Dolan pointed out that at the council meeting the council didn’t direct the City Attorney to write this ordinance. Ms. Derebey voiced her concern with the ability of the council to be able to give the time or study to a particular problem and stated that she could see other problems arising from hasty decisions being made. She continued by saying she would not want to see this ordinance go on the books, especially with a word like “certain” in it. Ms. Derebey said she wasn’t sure why you would remove annexations from the scope of the Planning Commission and Ms. Kester said that currently the only time annexations come to them is if they are asking for a zoning change as part of the annexation process and this ordinance would make it so that was no longer necessary.

Mr. Atkins agreed that if there is an annexation area identified he didn’t have any problem with bringing property in at their proposed zoning. Ms. Malich pointed out that the Planning Commission spends a lot of time on these issues and really examines the ramifications of them and the City Council is not going to be able to do that. She asked staff how they should communicate their thoughts on this proposal. Mr. Dolan explained that it was brought before them for information; however, they could pass a resolution to the City Council. He suggested that perhaps there is a need for a joint Planning Commission and City Council meeting to discuss

several issues so that the Planning Commission can better understand their intent. He continued by saying that 2007 is going to be extremely busy year. Ms. Malich said that if the council had a specific reason for this then the ordinance should be written as such.

**MOTION:** Move to adopt a resolution that respectfully requests the council defer this issue until such time as a joint City Council and Planning Commission meeting can be held to discuss the roles and responsibilities of the Planning Commission. Atkins/Derebey – Motion passed unanimously.

Chairman Malich called a five minutes recess at 7:35 p.m.  
The meeting was reconvened at 7:40 p.m.

### **OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council (ZONE 06-1386) to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

It was decided to discuss this issue until 8:00 p.m. and then take a poll for continuation. Mr. Dolan reminded the commission that this issue will be discussed at several meetings and it is not necessary to completely discuss it tonight. Ms. Malich asked what the timeline was. Mr. Dolan said the original request came 13 months ago and there is an interest in having this addressed; however, it is not just one issue, it may be several text amendments. Ms. Kester also explained that significant research will be done on this topic and then she went over what she had proposed and organized for tonight's discussion. Ms. Malich asked if this would be one of the things that might be appropriate to have a joint meeting on. Ms. Kester said that this would definitely be something to discuss at a joint meeting with the City Council. Mr. Dolan said that one of the things that he had heard expressed is a concern with the City Council coming out of executive session and then asking the commission to review an issue with very little background or context to consider.

Mr. Atkins said that he was puzzled by the statement that staff does not think the council expected this to develop into text amendments. Ms. Kester explained that in talking with council and Carol Morris they didn't have a specific text amendment in mind; however, they wanted these issues talked about and then decide if a text amendment was necessary. Ms. Kester informed the commission that Ordinance 1008 had been challenged due to constitutionality because it singles out certain property owners without a specific public purpose being established for differing regulations. She noted that these questions are not just about the waterfront zones, these things will be applied city wide. Ms. Kester then began going through the questions.

The first question is regardless of use is there a legitimate public purpose to regulate a structure that is entirely underground. If yes, what is that public purpose? If no, what standards need to be changed to reflect that? She read the purpose of the zoning code. She stated that she knew that there was concern expressed at the last meeting about structural and emergency issues. She reminded the commission that if underground structures were exempt from building size

limitations they still have to comply with building, fire, storm water, public works, and engineering codes. Mr. Pasin said that answering this question yes allows us to have various types of underground structures that would provide services and may help us maintain views that are being lost. Ms. Kester asked what the legitimate public purpose was in regulating them and stated that it seemed they were saying underground structures should be allowed but the question was should we limit uses underground. Mr. Allen said he thought there was no question it would generate more activity and in a residential area we don't want that activity. He stated that people will lose the quiet enjoyment of their property.

Ms. Malich said there is a difference between WM and WC so if you allow large underground garages then it just intensifies the use. Ms. Kester asked about other zones in the city. Ms. Malich said that in intense use areas there should definitely be underground parking allowed. Mr. Pasin said that there could be other underground structures perhaps a two car garage underground rather than one on the street.

Mr. Atkins asked if there was a public benefit in regulating structures above ground. Ms. Kester said that courts have decided that there is because of the impact on views and open space. Ms. Ninen said she thought that the question was should underground structures be included in the gross floor area calculation and that you limit a non residential development by having that underground structure included in the gross floor area calculation. Ms. Kester added to her question "through gross floor area calculations" and asked if it was important to regulate something you can't see as far as gross square footage goes. Ms. Malich said that in that pure statement no.

Ms. Kester said that her third question was if structures are exempt from gross floor area calculations was the commission concerned with the intensity of use on site. She stated that she heard the commission saying yes. Mr. Pasin said that underground parking does not necessarily increase the intensity of the use it may provide the amenity of not having cars along the street and other issues that become public nuisance. He also pointed out that one of the benefits is that you may very well be able to decrease the amount of impervious coverage. He added that the hospital is a prime example if they could have underground parking we would not have parking sprawled across five acres and it would not increase the intensity of the use of that property one bit. Mr. Allen said that what he saw happening in a residential area was that people will not park in them. Mr. Pasin answered that people do that now and you can't regulate that. Ms. Kester reiterated that what she heard was that underground structures don't need a gross floor area limitation if it's a residential use and the garage is for that residential use only. Ms. Derebey said that it should be limited in size to be appropriate to go along with the 3500 square foot limitation. Ms. Kester suggested a maximum parking stall size. Mr. Pasin pointed out that what we have today and what we had 15 years ago was very different and that for a family of four you have four vehicles, a boat, a trailer and other such things, so to say if it's a 3500 sq ft house you can only have a certain size garage you are not getting anything because they'll just end up putting their car on the street.

Ms. Kester suggested that perhaps they needed to look at the uses allowed in the zones and that it may be that there are uses that are not compatible with surrounding zones. Mr. Pasin said that he thought we had to look at it on a city wide basis and not let a couple of zones that rightfully have some concerns be the focal point. Mr. Allen pointed out that we had just discussed creating a

bull's eye approach to have differing regulations for different areas of the city. Ms. Kester explained that definitions apply city wide and yet there are building size limits in several zones. She stated that previously the Planning Commission had said that it should only apply in the waterfront zones, and then the council changed it.

Ms. Kester asked what types of material they would like for their next meeting. Ms. Derebey asked for information on regulations in similar cities. She also noted that Carol Morris was going to provide information on who was doing maximum parking.

Ms. Kester summarized that what she had heard was that there was not a public purpose for regulating underground structures if we address the issue of use in specific zones. Mr. Allen said he felt they needed to acknowledge that by not regulating them it would be generating more activity. Ms. Kester said that it seemed that in some zones there is concern with intensity of use. Mr. Pasin asked if there was some historical purpose to retain the WM and WC zoning boundaries as they are defined today. Mr. Allen said that WM came in 1991 and it was designed because all of the properties support upland and marina development. He stated that he felt that it's worked really well and it's a unique area. Mr. Pasin asked if maybe they should consider meshing the two. Ms. Malich said that there is R1 right across the street so she couldn't see meshing them. Mr. Pasin clarified that he was just trying to get input on maybe there should be more WM meshed into WC.

Ms. Kester said that they will probably not see a packet ahead of the next meeting and she asked that they get their ideas ready and solicit ideas from friends and neighbors.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 8:35 p.m. Derebey/Atkins – Motion passed.

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1  
Disc #3 Track 1

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
June 21st, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Joyce Ninen, Jeane Derebey, Theresa Malich, Dick Allen and Harris Atkins. Design Review Board members Kae Patterson and Rick Gagliano were present. Commissioners Jim Pasin and Jill Guernsey were absent. Staff present: Jennifer Kester, Tom Dolan, Cliff Johnson and Diane Gagnon. Kurt Latimore from the Latimore Company was also present.

**CALL TO ORDER:** 5:30 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to adopt minutes of May 7<sup>th</sup> with typographic corrections.  
Ninen/Atkins – Motion passed unanimously.

**MOTION:** Move to adopt the minutes of May 17<sup>th</sup> – Ninen/Atkins – Motion passed unanimously.

**WORK STUDY SESSION**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 (ZONE 06-1386)** – Presentation and discussion on underground garages.

**20-Minute Presentation: David Boe, Boe Architects**

**20-Minute Presentation: Dave Freeman, Snodgrass Freeman**

Mr. Dolan explained that in January there had been a discussion of underground garages and it is on Tier one of the planning commission work program. This subject has been delayed due to the design review process improvements; however, we wanted to have a presentation by local architects to go over some of the design issues with underground structures. He stated that it is unknown as to whether this subject will come back before the commission before October.

David Boe gave a presentation and highlighted his understanding of the code. He stated that as an architect he frequently looks at a city's comprehensive plan first before the regulations in order to determine the goal. He went over several point in the city's comp plan that uphold the desire for underground parking such as the statement "avoid excessive parking along the waterfront". He also emphasized that the shoreline master program addresses these issues and states the same thing. He illustrated a typical office building along the waterfront and how much parking would be required. 10 parking stalls require 4000 square feet of area and would essentially require a variance. He offered that it may not be necessary to require as much parking. He stated that the building code actually has a definition of a basement and that it could be used as underground parking. He recommended that when they draft the regulations that they "test" them on a project and see if they work.

Dave Freeman distributed an illustration of the elements of underground parking and how it reduces the visibility of parking and lowers impervious coverage. He stated that he felt that if they were allowed to not be counted toward the building size limitation it would result in a more aesthetically pleasing street front. He went over an actual project on the corner of Harborview and Soundview and that they were hampered by the inability to not count underground parking in the total building size. He stated that underground parking can have a separate entrance and an exit to avoid the large opening. He also showed what could happen with the QFC parking lot if you could put the parking underground and add more retail.

Mr. Allen asked if they were asking that this be applied to a residential area and Mr. Freeman said that he was focusing on the DB zone. Theresa Malich said that there is a fear that it would creep around the bay and intensify the use in other areas where people live. She felt that it would be great to apply in the commercial areas.

David Boe pointed out that they are using the wrong mechanism to deal with that fear. Mr. Allen said that he felt they were increasing the intensity of the use and that in residential areas it would be out of place. Mr. Boe said that is not the way to control intensity of use, instead say that in these areas these uses are not allowed.

Mr. Gagliano said that this particular rule was written without consideration with construction. Ms. Malich asked if the same size of the building would have a higher intensity with an underground parking garage because it then allows a larger building. David Boe said if your concern is with size of the garage then limit the number of parking stalls, have a minimum and a maximum. He pointed out that in some European cities they have all their parking underground and have their downtown squares entirely pedestrian. Mr. Freeman illustrated that the area around QFC could be just like that.

Rick Gagliano pointed out that if you surround the Russell building with 3000 square foot buildings it will only look larger.

David Boe again reiterated that the garage is not where you control the use, traffic and intensity. Discussion followed on the need for a cohesive vision for the City and the visioning process held in 1992.

Chair Theresa Malich called a recess at 6:30 for 5 minutes. Ms. Malich reconvened the meeting at 6:40 p.m.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 - Discussion of Phase 2 of the Design Review Process Improvements.**

Ms. Kester went over the goal for the next item on the agenda. She talked about the possible sub areas and the need to define how each of the areas are special and what it is that makes them special.

Kurt Latimore then went over what the Planning Commission had accomplished so far and how these sub areas tied into those changes. He noted items that from a process standpoint seem to impact time frames.



Retaining walls  
Zone transitions  
Front setbacks  
Garage – De-emphasize  
IBE/800'  
SR 16 screening  
Public/private  
Trees

Ms. Kester then had them break up into small groups for 20 minutes after which time they came back together with their ideas for sub areas.

Ms. Kester went over the sub areas developed by one group and Mr. Dolan went over the areas proposed by the second group, discussion followed on the similarities found by both groups.

Rick Gagliano pointed out that it would be helpful to see topography.

Ms. Kester asked for everyone give a couple of characteristics for each sub area.

Purdy – stop off point, services, potential for its own community  
North Residential – lot sizes bigger, starts to feel rural, trees, suburban, pedestrian plateau  
Gig Harbor North – pedestrian, commercial, trees, large buildings, medical services, regional attraction  
Employment – industrial, services, not pretty, off the beaten path, wetlands, potential for screening  
View Basin – protection, views, historic, heritage, tree line definition, ridgeline definition,  
Finholm - best view, mixed use, hilly, retaining walls, second downtown, head of the bay, height and trees are just as important, newer architecture,  
East bay - residential, large buildings, net sheds, maximize  
Millville – history, homestead, culture, roots, built in the same era, mixed use, maritime, industrial fishing, water activities, net sheds, transition  
Downtown – needs protection, historic, vibrant, retail, tourist, parks, focus on small town retail, neighborhood commercial, first floor should be retail/restaurant  
Residential – parking slows people down, pedestrian, protection, topography, historic, density protection, mixed  
Kimball Wollochet – ridge, business district, low impact, landscaping, city services, transportation area, married to the freeway, signage low key, street trees, serpentine building, melding the R-1, transition  
Westside residential – suburban, newer, trees, large lots, no views, retirement communities, quick access to services,  
Westside commercial – services, retail, landscaping, parkway, trees, hotels, primary commercial area, worst traffic, connections, hodge podge of designs, how do make it cohesive – do it with accessories rather than building design, no pedestrian connectivity, differing scale.

## **UPCOMING MEETINGS**

July 5<sup>th</sup> – Cancelled

July 19<sup>th</sup> – Public Hearing

Mr. Atkins asked if we will have visual aids for the public hearing and Ms. Kester answered that staff will provide visual information along paper to write on. She then stated that Monday is the 2<sup>nd</sup> reading of the Design Review procedures amendment and updated them on council's concerns. She emphasized that it would be helpful for as many of them to attend as possible to help explain why this was being proposed.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 8:10 p.m. Derebey/Ninen – Motion passed unanimously.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
November 15, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jill Guernsey, Joyce Ninen, Theresa Malich, and Dick Allen. Commissioner Jeane Derebey was absent. Staff present: Jennifer Kester, Tom Dolan, and Diane Gagnon.

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

**APPROVAL OF MINUTES**

Minutes from September 20<sup>th</sup> and November 1<sup>st</sup>, 2007.

Commissioner Joyce Ninen asked for clarification of a sentence on page 4. It was decided to remove the sentence.

**MOTION:** Move to approve the minutes of September 20<sup>th</sup> as amended.  
Allen/Ninen – motion passed unanimously.

Commissioner Harris Atkins pointed out a typographic error on the last page and asked that the specific issues he had cited regarding the work plan be referenced.

**MOTION:** Move to approve the minutes of November 1<sup>st</sup> as amended.  
Ninen/Atkins – Motion passed unanimously.

Commissioner Guernsey asked that the amended minutes be sent out to everyone.

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335**

Senior Planner Jennifer Kester stated that the goal of the meeting was to continue the discussion on underground garages and perhaps get a recommendation to the City Council as to what (if anything) should be done in regard to this issue.

Ms. Kester went over what issues they had discussed prior. Mr. Pasin stated that he would like everyone to voice their beginning thoughts. Ms. Kester began by reading Jeane Derebey's e-mail, noting that she had stated that she did think there should be different standards for the downtown and waterfront areas as opposed to other parts of town. Additionally, Ms. Derebey's e-mail stated that possibly the numbers of stalls could be limited and that there should be a discussion of the entrance location to any underground garage. In regard to the definition, Ms. Derebey stated that she did want to look at what would be considered the grade to be measured from and what was underground. She also stated in her e-mail that she would remove the underground area from the gross square footage only if below grade.

Mr. Atkins stated that he agreed with much of what Ms. Derebey had said in her e-mail and that he had done some research on other communities. He stated that he liked the idea of underground garages and may consider exempting other requirements for example exceeding foot print requirements if doing an underground garage. He said he was not quite as sure about that when talking about a waterfront zone and stated that we need to be sure they are appropriate there. Mr. Atkins cautioned that they needed to be sure that they don't disrupt the current character of the neighborhoods. Additionally he said he would like to look at each of those definitions, but he was not sure he agreed with the definition of grade and what constitutes a basement or underground.

Ms. Guernsey expressed that she did not have a problem with underground garages but they may not be appropriate everywhere and felt that some regulation was needed.

Commissioner Dick Allen stated that underground parking is about intensity of use and it promotes the intensity of use. He stated that he could see it in DB or in commercial areas but not in the waterfront areas. He said that along the waterfront there are no front or rear setbacks and no restriction on impervious since the tidelands usually provide that, so it allows for more intense use. Mr. Allen felt that to consider underground parking in those waterfront areas would intensify the uses and noted that this is a mixed use area with R-1 zoning across the street.

Mr. Pasin stressed the need to look at the downtown core and the objectives that they have then ask the question if we want to maintain an old environment that may die or create a new environment with more life and parking is an important part of that. He went on to say that the other part of the downtown is that there is limited land and do you want to pave it over for parking. Mr. Pasin noted that some of the definitions have been troubling for some time, and noted that there is a difference between residential and commercial. He then asked about a basement in a commercial building and emphasized that there needed to be areas like that. Mr. Pasin went on to discuss what is finished grade and original grade and noted that here are some areas where special applications are necessary as we have slopes that are not really natural due to how a road was put in. He stated that he thought it was impractical to say there is a maximum number of parking spaces for a use. He then spoke about how he hoped they could get some input from the community and especially from the Main Street Association.

Joyce Ninen said that she was perplexed by the City Attorney's memo where she brought up the maximum parking requirements and asked if the main idea was to manage storm water. Ms. Kester said yes, storm water, aesthetics and encouraging transit options. She asked about how it works in Pierce County and was it tied to underground parking and Ms. Kester said no, it was just parking in general. Ms. Ninen said she was in favor of underground parking and she felt that we needed to look at alternatives to above ground parking especially in commercial areas. She said it doesn't necessarily have to be 100% underground and didn't feel that it needed to be included in the gross floor area. Tom pointed out that it couldn't be 100 percent

underground and she agreed that it wouldn't have to be more than 50% underground. She asked about the definitions of existing grade and finished grade and suggested that we look at definitions from other jurisdictions.

Ms. Malich said she had no problem with underground garages in the downtown and thought they should not be included in gross floor area but it should be looked at as to where they are allowed. She stated that the definitions do need to be looked at. Additionally she noted that the downtown definitely needs more places to park and the good way to do that would be to put the parking underground.

Ms. Kester noted that on the first page of the packet dated January 12<sup>th</sup> were the items that were part of the original motion and in the Memo dated January 25<sup>th</sup> were the questions for discussion. She then asked the Planning Commission to address the question of where is the legitimate public purpose in regulating something underground.

Ms. Guernsey stated that there is more involved in aesthetics besides what you can see. Ms. Malich stated that people are concerned about the size and scale of buildings on the waterfront. Mr. Atkins noted that if you put the parking underground perhaps the use is expanded. The size of the structure is the same, but the use is increased. Ms. Guernsey said that she believed intensity of use was not the same as the size of the structure, intensity of use is the difference between single family and multi-family. She went on to say that the use is defined by the zoning code and the use is regulated that way, the only thing that is changed is the design of the structure. Ms. Ninen noted that when you calculate the square footage of a house for tax purposes you don't count the garage. Mr. Atkins noted that the facility would have more utility if you can have the same size structure but now you don't have to include the garage. Additionally he noted that the intensity of use is controlled by other regulations. Ms. Kester agreed, noting that you have to show traffic, sewer and water concurrency. It doesn't change the use, but it may change the amount of use. Ms. Guernsey said that most jurisdictions refer to intensity when discussing the types of use not the amount of use. She further illustrated by saying if someone was doing a professional office building and they have a square footage limitation, we don't say you can't have more than so many offices. Mr. Pasin said that we have vacant land today because they can't meet the parking requirement and do we want to leave the downtown area with these vacant parcels by not allowing underground parking.

Chairman Theresa Malich said that she was hearing a consensus about allowing the underground garages in DB. Ms. Kester said that they had discussed that at some point and that they had decided that the waterfront zones should be more limited and that underground garages could be allowed in other zones. Mr. Pasin said that the definition of gross floor area should be redone and that underground garages should not be included in gross floor area. Mr. Atkins stated that the only reservation he had about the three waterfront zones was that we might somehow allow buildings to become larger and a lot of time has been spent on these size restrictions. He went on to say that he didn't see anything that would cause that to occur, but wanted to be sure. Ms. Kester said that a lot of the information on building footprint size was calculated using

buildings without underground garages. Ms. Malich noted that sometimes parking lots allow view corridors. Ms. Kester further explained how the data for the building size analysis was calculated. She went on to say that today's code actually creates smaller homes than what was allowed historically. Mr. Dolan pointed out that we are talking about DB, the three waterfront zones, RB1 and B2 where there are gross floor area limitations. Ms. Kester noted that there had been discussions of how this impacts a retail development having to include the garage in the B2. Mr. Dolan stated that it would be helpful to know what zones they would like to focus on. Mr. Allen said that he felt there had been community concerns about having another Russell building. Mr. Pasin said that he felt that this was a city wide issue and was just as important in other zones as in the waterfront. Ms. Guernsey stated that she had heard Ms. Kester asking if throughout the city underground parking would not be included in the gross floor area but we want to include it in the performance standards of some zones and asked how we would include it in the performance standards and Ms. Kester gave an example. She illustrated what the definition could say. Ms. Guernsey asked if the definition said that the gross floor area did not include underground garages then in some zones how would you deal with them. Ms. Kester said that you would have to have the underground garages included in the gross floor area in some zones and not in others. Ms. Guernsey said that we would need to discuss the basis for that, aside from visual. Ms. Kester agreed and referred to question #1. Mr. Pasin pointed out that the uphill side of Harborview is R-1 and WR on the other side. He went on to ask why you would allow an underground garage on one side and not on the other. Ms. Ninen answered because of scale and talked about matching new to existing in order to maintain the scale of the neighborhood. Mr. Allen said that the pedestrian who walk along that street are looking at the water not over at the R-1. Ms. Ninen noted that if you are on the waterfront paying huge taxes you should be able to use the property to the fullest extent. Mr. Allen said that he didn't think people would actually park in a dark garage, causing more street parking.

Ms. Guernsey talked about scale and the impact on the aesthetics of the community; it is more than just appearance and size. Ms. Ninen noted that not all lots are suitable for underground garages.

Chairman Malich called a 5 minute recess at 7:22 pm. The meeting was reconvened at 7:30.

Ms. Kester reminded everyone that they had left off with what was the public purpose for regulating underground garages. Mr. Allen said that the waterfront zones are all double use properties now, all those lots except two serve residential and moorage. The parking situation with that is unique because there is already more intensity and they are already receiving more allowances. Ms. Kester noted that some of those standards may change when we update our shoreline master program. Ms. Malich noted that there is a requirement for parking for each moorage slip. Ms. Kester stated that WM parking requirements are different from the other waterfront zones. Ms. Ninen said that the thoroughfare activity that goes on in the waterfront area creates more traffic and pedestrian activity. One of the goals of the city is to encourage pedestrian

activity and that presents a consideration about ingress and egress. She further stated that the DB really needs some breaks when it comes to parking and emphasized the need to get the input from the main street group. Mr. Atkins pointed out an article from the Gateway editorial section that talked about parking. Mr. Dolan said that the main street group had stated that one of their first priorities will be to do a parking study of the downtown. Ms. Kester noted that also some of these larger questions will be part of the downtown sub area plan. Ms. Ninen asked if the shoreline master program changes could change the ability of someone to put in an underground garage. Mr. Dolan said that this conversation will drive what happens in the shoreline master program. Discussion continued on the shoreline master program update.

Ms. Pasin said that the input from the main street group had to be weighed against the people who own the buildings in that area. Ms. Kester agreed and emphasized that the council will ultimately decide.

Ms. Kester said that she would bring a new definition of gross floor area excluding garages. Mr. Pasin asked about basements, stairwells, etc. Ms. Kester further explained the definition. Mr. Atkins said that he would just like to deal with the portion that is underground.

Mr. Allen asked what has happened that has caused Council to bring this back before the Planning Commission. Ms. Kester said that there had been several projects that illustrated how the current standards worked and weren't necessarily the result that council was hoping for. She also noted that there had been proposals that haven't gone through because of these issues. Ms. Malich emphasized that the people don't want huge buildings. Mr. Pasin stated that the definition needs to address these utility rooms, etc. Mr. Atkins asked why when we are trying to examine the underground issue. Ms. Kester clarified that if something is underground then it shouldn't be included in the gross floor area. Mr. Pasin said that he didn't think the equipment room should count regardless. Ms. Kester reminded everyone that the council's direction was to look at underground garages. She stated that if the Planning Commission wants to express some further desire to look at other issues then she would have to get Council's blessing. Ms. Kester read from the motion where it addressed underground basements. Ms. Malich said she just wanted to deal with the underground portion of buildings. Ms. Guernsey said that she also would like to see different examples of how underground is defined. Ms. Ninen said that we should be talking about underground structures not just garages. Ms. Malich said that elevator shafts and stairwells should not be exempted but underground should be exempted.

Ms. Kester reiterated that they want to talk about what is underground and will bring back examples and then they will discuss the waterfront issues. Mr. Dolan said that they would also look at what the building code defines, as when there are differences it can cause a problem.

**2. 2008 Draft Work Program**

Ms. Kester discussed the draft work program she had put together looking at a quarterly docket. Ms. Guernsey asked about the second bullet in the first quarter. Ms. Kester explained the council proposal. Mr. Dolan additionally explained some of the existing problems. Ms. Kester then went over the other proposals on the list. Discussion was held on organizing the quarters into binders for everyone. Ms. Kester said she would bring this draft work program to the Planning and Building Committee on the 3<sup>rd</sup> of December. She asked if there was anything that they felt should be moved into another quarter. Mr. Atkins asked when the Planning Commission could recommend comp plan amendments in order to meet the deadline. Tom Dolan said that we would need it by January. He said that we could add that subject to the next agenda to give everyone a chance to add any. Mr. Pasin said he would like to move the RB1 issue into the 2<sup>nd</sup> quarter. Ms. Guernsey agreed that it should be moved up. It was agreed to move residential design standards into the 2<sup>nd</sup> or 3<sup>rd</sup> quarter and put RB1 into the first quarter. Ms. Kester noted that on the second page there are things that are not in a quarter but need to be categorized at some point.

**UPCOMING MEETINGS**

December 6th, 2007 at 6:00 p.m.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 8:15 p.m. Allen/Atkins – Motion passed unanimously.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
December 6th, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Joyce Ninen, Theresa Malich, and Dick Allen. Commissioner Jill Guernsey was absent. Staff present: Jennifer Kester, Tom Dolan, and Diane Gagnon.

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

**APPROVAL OF MINUTES**

**MOTION:** Move to table the minutes of November 15<sup>th</sup>, 2007 until next meeting. Ninen/Malich – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

At this meeting the Planning Commission will specifically review:

- An amendment to the gross floor area definition to exclude underground structures
- Current and potential definitions for the term “underground”

Senior Planner Jennifer Kester went over the issues that had been discussed at the last meeting, creating definitions and amending the gross floor area definition to exclude underground structures. She went over the proposed amendment to the definition of gross floor area and noted that she had added a section regarding how gross floor area would be calculated for the purposes of determining off street parking requirements.

Commissioner Harris Atkins suggested that they should understand their goal prior to moving forward. Ms. Kester said she had heard that from the last meeting that the Planning Commission was trying to allow underground structures to not count toward the gross floor area in certain zones. She added that they had talked about modifying the performance standards in WM and not making this change there.

Chairman Theresa Malich noted that residents on the water are counting their tidelands as pervious coverage and therefore can build a larger structure. Ms. Kester noted that the upcoming changes to the Shoreline Master Program might change those things. Mr. Atkins asked if when this comes back will they look at the zones and talk about the

building size. Ms. Kester said yes, and suggested that they think about this as a city wide activity knowing that after the council looks at this further then they will continue discussion. Mr. Allen said that he felt that this should be adopted only in the areas where you want it to apply. Ms. Ninen pointed out that when we look at the sub areas we will look at these particular things. Planning Director Tom Dolan said that they will not be brought to council for adoption until the performance standards have been worked on also. Additionally, it was noted by Ms. Kester that there are only a few zones that have gross floor area limitations.

Commissioner Jeane Derebey said she wasn't sure she liked the wording about unfinished attics regardless of headroom not being counted. Mr. Atkins proposed removing the word attic and the reference to headroom and let the building code regulate that. Ms. Kester further explained the regulations regarding the building code. She made a note to include habitable attic space.

Mr. Atkins asked about the definition where it says that gross floor area includes basement. He suggested that it be included unless it's underground. Ms. Kester suggested that they revisit this topic when they have the definition of underground nailed down. It was decided to make the definition consistent with the building code to assure there are no loop holes. Mr. Atkins further suggested removing "from the centerlines of division walls"; he thought perhaps it should say "common walls". Dick Allen asked what was meant by penthouse floors. Ms. Kester explained that refers to large mechanical equipment rooms on the top of buildings.

Ms. Kester illustrated a possible scenario and asked what portions would have to be underground to meet the definition. Mr. Atkins explained the method used by Mercer Island. Ms. Kester went over other possible scenarios. Ms. Derebey said she was in favor of being straight forward and if any of it was seen then it's not underground. Ms. Ninen pointed out that the issue with garages is that there has to be an access. Ms. Kester said that in Seattle they have a limitation on how big the access can be.

Mr. Allen asked if the issue of finish grade would cause people to severely alter the grade to accomplish this and Ms. Kester noted that they must respect natural topography. She continued by explaining the Design Manual requirement and that height is measured from original grade.

Randy Boss asked how the access would be handled if it wasn't visible and if these standards would apply to residential versus commercial. Ms. Kester explained that these would be city wide definitions and the performance standards would be looked at in each zone.

There was further discussion on the limitation of the access, limiting the width and the number of access points. Ms. Derebey suggested limiting the access to a total number no matter the number (i.e. 24' total exposed access) of access points. Mr. Allen asked what the standard driveway width was and Ms. Kester said that she would consult with the Engineering Division on these widths. Mr. Atkins said he liked referencing existing

grade. Ms. Derebey said she like using natural grade. Mr. Atkins asked why not say natural or finished whichever is lower, everyone agreed. It was decided that the definition should be for underground buildings.

Jim Pasin arrived at 6:50.

Commissioner Pasin asked if it was realistic to say that it had to be entirely underground. Ms. Derebey said yes, and that they can have it partially exposed but it would have to be counted toward their gross floor area. Ms. Kester pointed out that it had been discussed before Mr. Pasin arrived. Mr. Dolan said that it was acknowledged that it may limit how often an underground structure could work. Additionally, Ms. Kester explained that there could be areas that will count towards the gross floor area and portions that won't. Mr. Pasin said that he didn't feel that this definition bought much. Ms. Malich said that wanted to listen to public input. Ms. Kester pointed out that this definition did speak to the concerns raised by the City Attorney.

Ms. Kester then went back to the basement issue now that they had defined underground. Mr. Atkins noted that underground buildings and basement could be the same or different and asked about entirely below ground and whether that would allow a window. Ms. Kester said that she hadn't intended that. Mr. Atkins asked why use the word basement and Ms. Kester said she would search the code for the word basement.

Theresa called a 2 minute recess and the meeting was reconvened at 7:04 pm.

Ms. Kester said that basement is used to define story but is not used on its own. She noted that it isn't considered a story if it's below grade.

It was decided to remove "basement" from the definition of gross floor area. Ms. Derebey asked who was proposing the removal of basement and asked for a further explanation. Mr. Atkins explained that it seemed confusing to reference basement and underground. Ms. Kester said that she wanted to think about this further.

Mr. Pasin drew an example of a building with two feet of exposed foundation for basement space and Ms. Kester said that it would count toward gross floor area. Everyone agreed that it may be a problem since you can't have wood touching the ground. Ms. Kester said that she would talk with the building official and maybe it could be limited to 18" or 2'. Ms. Derebey pointed out that if they didn't say basements count people are going to think that basements don't count. Ms. Derebey suggested that perhaps the Building Official Dick Bower could come to the next meeting. Ms. Kester illustrated how the definition could be interpreted. Discussion followed on what a portion thereof meant to everyone and Ms. Derebey said that she thought it meant the portion of a building. Ms. Ninen said that she believed that the portion of the story could be excluded. Ms. Malich said that she thought that given all the grades around here that may be too restrictive. Mr. Pasin drew an example where the grade goes in both directions. Mr. Dolan said that he was confident that it could be calculated either way and then require the surveyor to show the area that is underground.

Mr. Pasin asked what they were trying to restrict and Mr. Atkins replied that they were trying to provide a benefit that would be easy to manage and predictable. Ms. Derebey said that she recalled that the City Council was most concerned with defining underground.

Everyone agreed that it needed more thought. Mr. Allen asked about the moving of large amounts of dirt and Mr. Dolan replied that it had been agreed that it could be natural or finished whichever is lower.

Ms. Malich asked if there was anything else on floor area, there was nothing more. Ms. Kester said that at the next meeting they would talk about these issues more and also further discuss parking. She asked that at the next meeting they wrap it up so that she can get a memo to council for more direction.

**2. Discussion of potential 2008 Comprehensive Plan amendments to be proposed by the Planning Commission.**

Harris Atkins referenced the Comprehensive Plan sections 2.82 and 2.8, the Land Use section. He stated that it talks about the land use map and says maintain a coded map overlay which designates the future planned state of the planning area. He noted that when you look at the land use map there are several areas that don't correspond to the zoning. Specifically he mentioned an area off Soundview near Spinnaker Ridge where he didn't think the city would want that designated medium density when the surrounding area is low density. He went on to say that the other area is around the historic downtown and the land use map says the preferred density is residential low and it is zoned multi-family. He expressed that it seemed like the city ought to be encouraging more density around that downtown area. Mr. Atkins stated that he would like to see the comp plan map updated to make them consistent. Ms. Kester said that it could be done within the view basin plan but that wouldn't necessarily cover all the areas, so if the Planning Commission wanted to make a recommendation staff will take it to Council. She asked if they wanted to do it for all the areas that are inconsistent and they agreed it should be for all the inconsistencies. Mr. Pasin noted that they had to be sure that they are not doing something backwards (i.e. changing the comp plan map to reflect zoning). Mr. Atkins agreed. Ms. Kester noted that the first quarter was a pretty aggressive schedule. She also pointed out that anything that would be made a higher land use designation would run into a problem because of the lack of sewer capacity. Mr. Derebey said that they just have to start by identifying them and go from there.

**UPCOMING MEETINGS**

December 20th, 2007 at 6:00 p.m.

**ADJOURNMENT**

**MOTION:** Move to adjourn at 7:40 p.m. Derebey/Ninen – Motion passed unanimously.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
December 20th, 2007  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Jeane Derebey, Joyce Ninen, Theresa Malich, and Dick Allen. Commissioner Harris Atkins was absent. Staff present: Jennifer Kester, Tom Dolan, Dick Bower and Diane Gagnon.

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

**APPROVAL OF MINUTES**

**MOTION:** Move to approve minutes of November 15<sup>th</sup> with a typographical correction on the 1<sup>st</sup> page. Guernsey/Ninen – Motion passed unanimously.

**MOTION:** Move to approve the minutes of December 6<sup>th</sup> with a typographical correction on page 2. Ninen/Allen – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Building Official Dick Bower went over building codes as they relate to underground structures addressing attics and gross floor area. He stated that attics by definition are from the bottom of the trusses to the actual roof framing if you have bonus room trusses they are not counted as attic space. Mr. Bower went on to say that under the building code if you count it as storage it has to have certain head space and other requirements and if there is unfinished space in an attic, then it really isn't counted toward gross floor area. Senior Planner Jennifer Kester said that Mr. Bower had suggested putting a head room definition within the definition of attic. Mr. Bower added that when you get to the point of 7' then it is habitable space. He then went over the definitions of habitable versus livable.

Commissioner Jeane Derebey arrived at 6:10.

Discussion followed on rooms where there is only seven feet head room at the peak. Mr. Bower said that only the area that has seven feet of head room would be counted. Commissioner Jill Guernsey asked about the definition of attic and unfinished space asking for clarification on finished space with less than seven feet of headroom. Planning Manager Tom Dolan presented a scenario where there is a daylight basement

with a top floor with head room of 6'11" that is not going to count under the building code.

Commissioner Jim Pasin asked why do we care. Ms. Kester noted that the addition of dormers and things can change the bulk and scale of a building. Mr. Pasin noted that the Design Manual does require dormers in some instances to break up a roof plane. Commissioner Dick Allen pointed out that someone could have additional square footage without counting it and Mr. Pasin replied that there is still a roof whether it's finished or unfinished space and there is a height restriction. Commissioner Joyce Ninen pointed out that the gross floor area limitation only applies in the waterfront zones. Mr. Dolan noted that it does reduce the bulk of the building by counting space that is less than 7' of head room. Ms. Malich said that there could be a 3500 square foot building with an attic that they could finish off later. Mr. Dolan noted that a 6/12 roof pitch is required. Mr. Allen said he liked the idea that if the space is finished it should be counted.

Ms. Guernsey suggested leaving it at 7' and finished or unfinished since people are going to do what they want after the fact. Mr. Dolan reminded everyone that they are really just talking about the waterfront zones of WM, WR and WC where there are building size limitations. Ms. Kester noted that it had to be more than 24' feet wide with a 6/12 pitch roof to have a room that has more than 7' of head room. She suggested removing the word unfinished since it can't be regulated. Ms. Ninen suggested saying finished or unfinished and everyone agreed. Mr. Pasin said he still didn't understand why it should count. It was decided to change the definition of attic to say finished or unfinished and exclude attics from gross floor area.

Ms. Kester then went over the proposed definition for underground building. She reviewed the question from last meeting asking if the stem wall sticks up 18" and is not totally underground does that count toward gross floor area. Mr. Bower explained that those 18" could be insulation or space between roof and floor and the entire floor could be built entirely underground. He further explained the construction of a stem wall and how the entire lower floor could be below ground. He drew an example and added that the minimum space between the wood and ground is 6".

Mr. Dolan asked about window wells and Mr. Bower explained that a legal basement must have a door or an egress window. Ms. Kester noted that she had added that below grade window wells required for ingress/egress are not included in the calculation of access in the definition of underground building. She also noted that 20' is enough width for fire access but that 24' would meet the parking standards. Mr. Bower noted that it would be better to use the words rescue and escape rather than ingress/egress since those are the words used in the building code.

Mr. Pasin asked if the rest of the Planning Commission felt that if 6" of the underground portion is showing it should be counted. The commission noted that they had initially discussed it having to be completely underground. Ms. Kester noted that there would have to be a limitation on it (i.e. limit it to 6") and asked if there was a number that's

okay. Mr. Pasin asked why, and Ms. Kester explained that we are trying to give an allowance for structures underground and there has to be a definition in order to know what to allow.

Ms. Ninen said that there it is a better utilization of the land when they can build underground. Ms. Kester noted that these definitions will be city wide and can be ratcheted down for the waterfront. Zones B-2, RB-1 and DB are where there are gross floor area limitations along with the waterfront districts. Ms. Malich said that she didn't have a problem excluding underground structures in areas like B-2 and RB-1, but she did have a concern in waterfront zones. Mr. Dolan suggested that they just talk about the areas that are not along the waterfront and look at the waterfront areas when they look at the shoreline issues in 2008. Mr. Dolan said that the current regulations could remain in the waterfront zones. Everyone agreed that that made sense.

Jeane Derebey asked which definition of underground building did everyone prefer, the one which said "entirely underground" or "a portion thereof". Mr. Pasin stated that he didn't feel that entirely underground would allow for underground parking since there are so many properties that have a slope. Mr. Dolan asked Mr. Pasin how much of a structure could be above ground and still not be counted. Mr. Pasin asked how the calculation would be made and Ms. Kester explained how it could be calculated using the topography lines. Ms. Derebey asked if Mr. Pasin was saying that if there was parking underground, no matter what, it shouldn't count and Mr. Pasin said yes. Ms. Kester said that Mr. Pasin is saying that the entire first floor could be parking and not count.

Dick Bower left at 7:15 pm.

Mr. Pasin gave an example of the QFC site and how it could be utilized with underground parking. Ms. Kester went over the history of how the code had read over the last 2 or 2 and half years.

Ms. Malich expressed that she was okay if it's underground and it's parking it shouldn't count but if it's not parking then it should count. Ms. Ninen pointed out that the City Attorney had said that we can't really regulate the use since if it's totally underground what's the difference. She stated that she felt they needed to give the developers a cookie to encourage them to put parking underground, like 30%. Ms. Kester explained how the proposed definition would work and how it would work if they used 50% of the volume.

Mr. Dolan asked for a percentage of the lower floor that needs to be underground in order to be exempt from gross floor area.

Ms. Kester went over the definitions from Bellevue and Seattle. Mr. Pasin said that Bellevue and Seattle are not good examples.

Ms. Ninen noted that it would be very subjective to come up with a percentage that would allow the entire floor to not count.

Ms. Ninen and Ms. Malich expressed that they liked the proposed definition. Ms. Ninen noted that this will not impact current buildings. Ms. Kester added that there is a 65,000 square foot limit in C-1 but that it only applies to commercial/retail not office use.

Mr. Pasin stated that the theatre couldn't build underground parking. Chairman Malich reminded Mr. Pasin that the square foot limitation was not on the table at this time. Mr. Allen expressed that he agreed with the proposed definition. Mr. Pasin said he disagreed.

Ms. Guernsey asked that Ms. Kester write another definition using the 50% calculation as she didn't like either definition.

Ms. Ninen pointed out that this commission speaks for the entire community and that builders are part of the community.

Mr. Pasin expressed his disapproval of the 65,000 square foot limitation and restricting underground buildings.

Ms. Derebey felt that the proposed definition using "entirely" was the best way.

Ms. Kester reminded them that this is going to go to Council before a public hearing so it really is just a suggestion. Ms. Guernsey said that she didn't really think either of the definitions worked and would like to hear from the public.

Four of the six present agreed that the proposed definition worked the best.

Ms. Kester offered to put together a memo to council saying that after much discussion this is what we think is a good start and would like to hold public meetings.

Ms. Guernsey suggested rearranging the definition to make it clearer. Ms. Kester agreed to look at the definition to make it clearer.

### **UPCOMING MEETINGS**

January 3<sup>rd</sup>, 2008 at 6:00 p.m. – 2008 Work Schedule

Ms. Guernsey stated that she would be late to the January 3<sup>rd</sup> meeting and Ms. Malich indicated that she might not be able to make it.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:20 p.m. Pasin/Guernsey – Motion passed unanimously.



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
January 3, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Joyce Ninen and Dick Allen. Commissioners Theresa Malich and Jill Guernsey were absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

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

**APPROVAL OF MINUTES**

It was decided to reference the waterfront zones specifically on page 2 2<sup>nd</sup> paragraph and to remove the phrase “if they meet that definition” as it was redundant. Commissioner Pasin asked for clarification of a sentence in the first paragraph on page 3 and it was decided to remove the second half of the sentence which said “and Ms. Kester added that we could add a specific definition” and replace it with “in the waterfront zones”. Mr. Pasin also pointed out that he meant to express his disapproval of the 65,000 square foot limitation rather than 35,000 as stated on page 4.

**MOTION:** Move to approve minutes of December 20<sup>th</sup>, 2007 as amended. Ninen/Pasin – Motion passed unanimously.

**OLD BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to amend the definition of gross floor area; create definitions for underground parking, basement, finished grade, and original grade; amend parking requirements to include maximum number of parking spaces for uses; and reconsider the maximum building sizes for WC, WM and WR zones.

Senior Planner Jennifer Kester went over her memo on underground structures and an e-mail from Randy Boss. She stated that she hoped to have them review the memo and then develop a memo to the City Council at the next meeting.

**2. Introduction of the first quarter work program:**

- Implementation of Neighborhood Design Areas in Design Manual
- Grandfathering Nonconforming Structures Inside and Outside the Waterfront Zones/ Triplexes in R-2 zone
- Removal of Mixed Use District Overlay and determination of appropriate underlying zoning
- Limiting Office Uses in Waterfront Millville
- Appropriateness of RB-1 zoning district locations and allowed uses

Ms. Kester went over the first quarter work program, explaining that the work program won't get final approval until the City Council meeting of January 14<sup>th</sup>. She then gave a brief overview of each item in the first quarter, noting that the proposals do not have to be done in any specific order and that there will be one public hearing for all of them.

#### Implementation of Neighborhood Design Areas in the Design Manual

Ms. Kester talked about some of the proposals included in this amendment and that one of the issues were what do we do where neighborhood design areas meet.

Commissioner Jeane Derebey said that she thought that this would be difficult without knowing exactly what the design criteria would be in each area. Ms. Kester stated that she thought the opposite was true as the criteria would be difficult to develop if we're unsure how they would be implemented. She went on to say that the goal within this quarter was to talk about what the intent was and how neighborhood design areas should be implemented. Commissioner Harris Atkins asked if we would try to identify criteria and who would review them and Ms. Kester said yes; however, it could be a very simple approach. Ms. Derebey supported approaching it from a simplified standpoint. Mr. Atkins noted that they would get to those specifics at a later date. Ms. Kester pointed out where there are commercial areas that are not necessarily abutting parcels but could be addressed with some kind of hatched area on the map. Planning Manager Tom Dolan suggested that staff could look over the map and come up with some real life examples and case studies to help the discussion. Mr. Pasin said that he thought that the other area where there will be a problem is when someone owns three parcels and maybe one is in one design area and two are in another. Ms. Kester agreed that that would have to be addressed as well, pointing out that it would additionally complicate the situation if someone did a Boundary Line Adjustment and now their parcel is in two different neighborhood design areas. Mr. Atkins expressed that they may not understand the transition areas between these areas enough to come up with a fool proof solution.

Ms. Kester noted that they could discuss this after completing the other four items in this quarter since they will result in a public hearing and text amendment; whereas, this is merely a discussion.

Commissioner Joyce Ninen asked if the neighborhood design areas will have its own section in the design manual and Ms. Kester said that yes it will probably be its own chapter. Mr. Pasin pointed out that if you read the residential section, historic district section and the zone transition section it will become apparent what some of the issues may be. Mr. Atkins suggested that they devote an entire meeting with some DRB members to discuss this issue. Ms. Kester also stated that it may need to be discussed with a sub group.

Mr. Pasin said that he felt that how the design manual gets organized relative to this issue will become very important. Ms. Kester agreed that it will be important to look at how it is organized and integrated.

Ms. Ninen stated that she thought it would be helpful to have a refresher course on the design manual. She asked which area Ms. Kester felt would be good to start with and Ms. Kester answered that she had thought northwest industrial would be a good one to start with. Mr. Atkins asked if that was an area of great demand and Ms. Kester said that it was the area that our design manual does the worst job being specific. Mr. Pasin said that he felt the standards were restricting development from the intent of the zone. Ms. Derebey asked if this item was something that should be dealt with in the first quarter and Ms. Kester explained the thought process behind the items in this quarter and that it would have to be brought before the Planning and Building Committee if they wanted to change it. Ms. Kester reiterated that in order to continue the discussion on Neighborhood Design Areas, the Planning Commission wanted examples of transition areas, a refresher on the design manual and to get Design Review Board members involved. Mr. Pasin pointed out that maybe the Planning Commission needed new design manuals. Ms. Kester said that when the new comp plan is printed staff will also get them new design manuals.

Ms. Derebey asked about the comp plan amendment for 2008 that Mr. Atkins had asked about, pointing out that the land use map does not really reflect to goals of the city. Mr. Dolan said that he felt that it was important that our land use map and zoning map are consistent. Ms. Kester noted that the hurdle will be concurrency because if we up the designation to something that increases the intensity it will require concurrency which we do not have. She noted that if we are lowering the designation it will not be an issue. Additionally, she stated that the 2008 comp plan amendments will be looked at in the third quarter. Mr. Atkins noted that the impact of these two documents being incompatible is that we are encouraging development that is inconsistent with current policies and goals.

Grandfathering Non-conforming Structures Inside and Outside the Waterfront Zones/Triplexes in R-2 zone.

Ms. Kester went over the proposal and reminded the commission of a previous discussion on this topic. Mr. Dolan noted that on January 28<sup>th</sup> the Council will be considering the draft ordinance on an interim solution and that they are expecting a recommendation from the Planning Commission on a permanent solution. She explained that currently (except in the shoreline area) if a structure is damaged beyond 50% then it can't be replaced. She further stated that there had been some discussion of whether or not people should be able to rebuild. She noted the information that she had provided outlining how many triplexes and fourplexes were in the R-2 zone, 33% of the dwelling units in that zone are nonconforming. Mr. Pasin stated that they had had some discussions during the formation of the matrix and asked that perhaps they could look at some of those notes. Mr. Dolan pointed out that there were some other items within the proposed ordinance that dealt with process changes.

Removal of the Mixed Use District Overlay and determination of appropriate underlying zoning

Ms. Kester stated that this item had been on the work program for a couple of years. She noted that the City Attorney and the Planning and Building Committee had expressed the overlay should probably be removed. She further explained that if the overlay is removed it will effectively down zone some of the properties; therefore, we need to look at what the properties should be zoned. She stated that the MUD could become a zone; they could just leave the zones as they are or they could come with entirely different zones. Mr. Pasin said that what had always bothered him with this is that they don't seem to know what they really want in this area. Ms. Kester said there was a Mixed Use District land use designation in the Comprehensive Plan which might help. Mr. Pasin stated that with the advent of Harbor Hill Drive the vision for that area may not be the same. Mr. Atkins asked what the original intent was and Ms. Kester said that at that time there was a big push for mixed use types of development and for some flexibility. Mr. Dolan said that it isn't necessarily the uses that are allowed there that is the problem, but rather the process. Ms. Ninen said that mixed use zones are very popular and Ms. Kester said that the issue is just that people need to know what could be built next to them. Mr. Pasin said that the mixed use zones were really for more of an urban setting. Ms. Kester said she would bring the policies out of the comp plan to the next meeting to help with the discussion. She also noted that there had been a rezone to ED in the area. Ms. Ninen also noted that there is a proposed connection road and that it would make sense to have more retail development. Mr. Atkins said that once Harbor Hill Drive connects to Burnham it could really be a traffic issue if we add more retail uses here. Ms. Kester stated that traffic models that have been run have always assumed that this area is mixed use.

Limiting Office Uses in Waterfront Millville

Ms. Kester said that this item had been around the longest, proposed in 2005. She noted that it had been proposed prior to the land use matrix and the applicant was proposing the office uses only be allowed as incidental uses in existing buildings. She noted that this had come about as a result of an approved 3500 sq ft office building that has yet to be built. Additionally, Ms. Kester noted that they would have to think about what is incidental. She noted that office uses also have different impacts than some of the other uses already allowed in this zone. Mr. Allen said that he thought that the 3500 sq ft limit solved the applicant's concerns. Ms. Kester stated that it had been pointed out to the applicant and they still wanted to move forward with this amendment. Ms. Kester then pointed out that this would make a couple of buildings nonconforming.

Acting Chair Harris Atkins called a five minutes recess at 7:25 pm. The meeting was reconvened at 7:30.

Appropriateness of RB-1 zoning district locations and allowed uses

Ms. Kester stated that the Planning Commission had requested this back in 2006. She pointed out that she had provided the minutes and power point presentation that went to the Council on the RB-1 zones. Ms. Ninen noted that there were 12 RB-1 areas. Ms. Kester said that a lot of these items in this quarter will have heavy public involvement.

Ms. Kester then asked the Planning Commission which of the items they wanted to tackle at the next work study session.

Ms. Derebey stated that she would like to look at the RB-1 zoning, the mixed use overlay and nonconforming structures. Ms. Ninen agreed as she felt they should be able to get those done. Mr. Pasin said that he would like to look at nonconforming structures, the mixed use overlay and office uses in Waterfront Millville at the next meeting and leave the RB-1 issue until the meeting after that. Ms. Derebey said that she felt that there was more information for the three she had proposed. Mr. Atkins said that he felt the RB-1 issue was large. Ms. Kester stated that she felt that the nonconforming structures, mixed use overlay and office uses in Waterfront Millville could be covered at the next meeting. Ms. Derebey suggested working on just nonconforming structures and the mixed use overlay since everyone agreed on those. Ms. Kester agreed that working on those at the next meeting and then work on the other two at the February meeting was a good approach. Mr. Atkins agreed. Ms. Kester stated that she was shooting for either February 21<sup>st</sup> or March 6<sup>th</sup> for a public hearing. Mr. Dolan assured the commission that staff will make sure and get ample notice out for the public hearing.

### **UPCOMING MEETINGS**

January 17<sup>th</sup>, 2008 – Work Study Session

Ms. Kester said that at the next meeting she will have a finalized memo for the City Council. She went through the memo she had provided and pointed out what she had changed. Ms. Ninen asked about Mr. Boss's e-mail regarding the 24' entrance and Ms. Kester said that she was thinking they could still forward their recommendation to the City Council and see if they agree with the Planning Commission approach and then we will discuss the specifics such as Mr. Boss's concerns, when we have a public hearing.

Mr. Atkins noted for the record that at the next meeting they will hold election of officers, finalize the memo to the City Council and then move on to a work study session on the two proposed amendments.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 7:45 p.m. Derebey/Pasin – Motion passed.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
January 17, 2008  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Jill Guernsey, Joyce Ninen and Dick Allen. Commissioner Jeane Derebey was absent. Staff present: Jennifer Kester, Tom Dolan and Diane Gagnon.

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

**ELECTION OF OFFICERS**

Commissioner Harris Atkins nominated Theresa Malich to serve another term as Chair and Commissioner Jill Guernsey seconded the nomination.

Commissioner Joyce Ninen nominated Harris Atkins to serve another term as Vice Chair and Theresa Malich seconded the nomination.

**MOTION:** Move to elect Theresa Malich as Chair and Harris Atkins as Vice Chair. Ninen/Guernsey – Motion passed unanimously.

**APPROVAL OF MINUTES**

It was noted that at the bottom of page two it should say Mr. Pasin rather than Ms. Pasin, at the top of page two change the word “their” to “the” and spell out Boundary Line Adjustment.

**MOTION:** Move to approve the minutes for January 3<sup>rd</sup>, 2008 as amended. Ninen/Atkins – Motion passed unanimously.

Senior Planner Jennifer Kester noted that the second item on the agenda; Nonconforming Uses in the R-2 zone and nonconforming structures regulations, may have some conflict of interest issues since a Planning Commission member may have a chance to benefit and may need to recuse themselves. Ms. Kester suggested that the commission may want to move this to the last item on the agenda or limit the discussion to the nonconforming uses. It was decided that this item would be moved to the end of the agenda and Theresa Malich and Dick Allen would recuse themselves at that time since they own property in an R-2 zone.

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – To finalize a memo to City Council for further direction on the topic of underground structures. Memo includes new definitions for gross floor area, underground building and attic.

Ms. Kester pointed out the memo that she had drafted on the proposed amendments related to underground structures and asked that the commission look it over to assure that it conveyed their thoughts on the issue. She then talked about the draft definitions.

Planning Commissioner Joyce Ninen mentioned that she was unsure if underground building was the appropriate term and suggested perhaps space or area. Discussion followed on perhaps using underground floor area. Everyone agreed to change the term to floor area and Ms. Kester said that she would change the text and any references.

Planning Commissioner Jill Guernsey brought up an issue with the definition of gross floor area, to perhaps remove the word several and change floor to floor(s). Planning Commissioner Pasin asked why it states "or buildings" and Ms. Kester said that the issue is that by code a building that appears to be one can be separated by firewalls and technically be made into several buildings. Ms. Kester explained the performance standards. Planning Commissioner Harris Atkins said that the sentence implies that several buildings might be on one lot. He asked if it was still covered in the performance standards if we removed buildings. Mr. Pasin asked why someone couldn't have several buildings together under separate ownership. Ms. Kester explained that the exterior mass of the building is what is calculated. Mr. Dolan stated that this language will allow us to administer the code better. Ms. Guernsey suggested that it say "of each floor" rather than "at each floor". Everyone thought that "at each floor" was the appropriate phrase. Mr. Pasin suggested that they remove the phrase entirely and Ms. Guernsey agreed. Ms. Kester asked what would be calculated, the floor area or the entire area and explained that was why "at each floor" was necessary.

Mr. Pasin asked about interior balconies and mezzanines and how they are calculated. Ms. Kester explained how they were calculated and defined. Ms. Ninen asked about the mechanical equipment room and how it is calculated. Ms. Kester explained that the units that are not in a room would not be counted. Ms. Ninen clarified that gross floor area for the waterfront will be discussed at another time.

It was asked by Mr. Pasin if in Item B. it was referencing attached and detached and Ms. Kester replied that yes that was in the performance standards. Mr. Pasin then asked about underground floor area where it says 24 linear feet of access. He asked how that would work and Ms. Kester said that she believed that the decision was that this issue would be discussed after hearing the public input. They referenced an e-mail from Randy Boss and Ms. Kester further explained that they will decide on what that exact number is after the public hearing, this memo is just to let the council know that the commission wants to make a provision for access. Mr. Pasin asked why they would want to limit the access point so that someone would instead have acres of parking. Mr. Atkins reminded him that the Planning Commission is trying to allow underground parking in a reasonable way. Mr. Dolan suggested that it could say as required by the building code. Ms. Kester said that she would clarify in the council memo that these issues were not firm.

Ms. Kester then asked if they were done with the definitions and if everyone was okay with the memo. Ms. Ninen felt that the memo was very concise. Ms. Kester asked for a motion to approve the memo and direct Chairman Malich to sign it.

**MOTION:** Move to authorize the Chair to send this memo to council as amended. Atkins/Ninen - Motion passed with Mr. Pasin opposed.

Chairman Malich called a short recess at 7:00 p.m. The meeting was reconvened at 7:05 p.m.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0006 – Removal of Mixed Use District overlay and determination of appropriate underlying zoning.**

Ms. Kester displayed a map of the overlay area. She stated that the consensus among staff, the City Attorney and the City Council is that the overlay needs to be removed. She explained how overlays usually work, adding restrictions and that this one allows additional uses. Ms. Kester explained what would happen if the overlay were removed and the underlying zones were left, stating that some of the properties would be effectively down zoned. She stated that the comprehensive plan has designated this area as a mixed use area. Mr. Pasin said that if we remove the overlay and the road gets developed then there is an opportunity to rezone around it to something more appropriate. Ms. Kester pointed out 96<sup>th</sup> street and explained the proposed split diamond approach and how the new interchange may affect this area. She stated that this area will change so the question is whether we want to change it now or wait for when the interchange is put in and examine it then. Mr. Atkins said that it seemed like the Mixed Use District was a good idea and asked why it failed. Ms. Kester answered that some of the property owners have taken advantage of the zoning or are anticipating taking advantage of the Mixed Use District but first there was a transportation issue and then a sewer issue. Mr. Atkins said that the underlying zoning doesn't seem to make sense, but rezoning is a large project. Ms. Kester suggested that the Mixed Use District could become its own zone they could just rezone everything in the overlay. She said that there will be some property owners who won't like that. Mr. Atkins said that he had driven the area and it was quite amazing all the stuff that was in there. Mr. Pasin stated that he thought that some of the area actually didn't reflect the area where the uses would probably grow once the interchange is in place.

Ms. Guernsey asked about the effects of removing the overlay and just having the underlying zoning. Ms. Kester explained how the overlay is applied. Ms. Ninen suggested changing the Mixed Use District to include the uses currently in the underlying zone. Ms. Kester agreed that the Mixed Use District could be tweaked to include some of the uses and standards from the other zones. She said that she would most closely liken the Mixed Use District to the B-2 zone with a density calculation that is much lower. Additionally, she noted that the traffic studies that were done assumed highest and best use. Ms. Kester then explained how it would need to happen if they



were to create a mixed use zone stating that it would not be that difficult but would have to add some impervious surface limitations and some rewording.

Ms. Kester said that she could work on a proposal to make the mixed use overlay a zone. Mr. Pasin said that he was concerned about the section that distinguishes between different size parcels and Ms. Kester said that section may have to go away. Mr. Pasin said that he also had a concern with zone transition. Mr. Atkins agreed that was something to be considered, but suggested they pick an approach and then look at those issues. Ms. Kester then highlighted the land use designation. Everyone agreed that Ms. Kester would work on a mixed use district zone and then they could discuss the boundaries, etc. Mr. Pasin stated that he was concerned that some of the area needed to be another zone and everyone agreed that that may be true but that right now they just needed to figure out what a mixed use zone is and then decide what area will be within it and what some of the other properties might be zoned. Ms. Guernsey suggested that at the next meeting they have an aerial photo so that they can see what is there now.

**3. Direct Council consideration of an ordinance that would standardize how residential heights are measured in Historic Districts.**

Planning Director Tom Dolan explained that this was the result of the height issue with the two new homes being constructed along Harborview. He noted that there is a provision in the Historic District that is not in any other zone that says height is measured from natural grade for residential. He continued by saying that staff is proposing a small change that will make how you determine height consistent throughout the height restriction area. He explained that the change would be to change the wording to say “natural and finished grade” so that it would be the same for residential or commercial. Mr. Dolan stated that the City Council was asking for direct consideration on this item.

Mr. Pasin said that he thought it needed further discussion. Ms. Malich suggested that this might be a good subject for a combined meeting of the DRB and Planning Commission. Ms. Kester said that it is a larger question as to whether the height allowed is even correct. Mr. Dolan said he recommended that the larger discussion happen in the examination of the view basin plan. Ms. Kester explained how this will be more restrictive. Discussion followed on how structures are measured.

**MOTION:** Move to recommend the Council enter into direct consideration of this item. Ninen/Atkins – Motion passed unanimously.

Theresa Malich and Dick Allen recused themselves for the next item.

**4. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – ZONE 07-0031 – Nonconforming Uses in R-2 zone and nonconforming structures regulations.**

Ms. Kester referred everyone to the ordinance that the City Council is considering. Mr. Pasin asked about the section on non conformities and that he thought that it applied across the board. Ms. Kester explained that the change to all the other zones had never been passed by Council and now they are asking if this new language for R-2 should apply to the whole city. She pointed out that the new 17.68.035 is to replace 17.68.030. She went over other new sections and what sections they replaced and how they could be rewritten for all zones within the city rather than just R-2. Ms. Ninen asked if these code changes will solve the problem for the people who can't get insurance or financing. Ms. Kester said that yes, this should solve their problem. Ms. Ninen if R-2 usually only allowed up to a duplex and Ms. Kester said that cities are different so there is really no standard. Mr. Atkins asked if they were to make the uses conditional in R-2 would that have the same effect. Ms. Kester said that the triplex or fourplex might still be a nonconforming structure not just a nonconforming use. Ms. Ninen agreed that in addition to the nonconforming change the uses should be conditional. Ms. Kester said that they may also have to change the impervious surface standards. She also cautioned them that it may not result in many fourplexes due to the density standards. Mr. Pasin said that he felt it helped in affordable housing and density requirements. Ms. Kester also suggested that they may want to look at a minimum density and noted that minimum residential densities have been an issue. Mr. Atkins reiterated their desire to proceed with this ordinance revised to apply to the entire city and look at the R-2 standards with another text amendment to modify the uses and standards in the R-2 zone. Everyone agreed.

Ms. Kester clarified that the nonconforming allowance would apply to commercial and residential. Discussion followed on the ramifications of the continuation of nonconforming commercial uses. Ms. Ninen said that she felt that maybe commercial should not be allowed. Mr. Pasin said that he felt that it should apply to both. Ms. Guernsey went over the sections to clarify what issue each applied to. Ms. Kester explained and also gave examples of some nonconforming uses and structures. Mr. Atkins said that this issue is much larger than he originally thought. Ms. Guernsey said that right now she would like to limit it to residential. Ms. Kester said that they could have another work study session and staff could draft two different ordinances for consideration. Mr. Pasin reminded everyone that the commercial structures make up our community. Mr. Atkins agreed that there are many structures that are worth saving but that he just wanted to look at the issue further. Mr. Dolan suggested that staff could come with some examples of nonconforming structures and uses. Mr. Atkins said that he felt that the purpose is to address the problem raised and he thought they should look at it further. Ms. Guernsey clarified the language and its meaning and that the issue with respect to uses is do they allow any nonconforming use to rebuild if it's destroyed by an act of God. Mr. Atkins said that the other section that concerned him was the section about vacancy. Mr. Dolan reminded the commission that by State law nonconforming uses are designed to go away because if you don't want them to go away, you should rezone it.

### **UPCOMING MEETINGS**

Ms. Kester reminded everyone that the next meeting is on February 7<sup>th</sup> and that two items will be coming back from this meeting and they also needed to tackle the other two items for this quarter. She suggested adding the item on office uses in the Waterfront Millville zone. Mr. Pasin suggested that for the Mixed Use subject they know what applications are currently in the system.

Ms. Kester then let the commission know that the Council had approved the work program and there was discussion that the Planning Commission might need more time and staff agreed that they would facilitate a modification to the work program if more time was needed rather than rush items through. Mr. Dolan said that probably in April they will have another joint meeting with the City Council. Mr. Atkins asked that they know about possible dates and Assistant Planner Diane Gagnon agreed to contact the City Clerk to coordinate possible dates.

### **ADJOURNMENT**

**MOTION:** Move to adjourn at 8:38 p.m. Guernsey/Ninen – Motion passed.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
April 17th  
Gig Harbor Civic Center**

**Present:** Commissioners Jim Pasin, Harris Atkins, Jeane Derebey, Dick Allen, Theresa Malich, Jill Guernsey Joyce Ninen and Jeane Derebey.

**Staff Present:** Tom Dolan, Jennifer Kester and Cindy Andrews

**CALL TO ORDER:** – 6:05 pm

**APPROVAL OF MINUTES:**

**MOTION:** Move to table the minutes from April 3<sup>rd</sup>, 2008 until the next meeting.  
Atkins / Ninen – Motion passed unanimously

**NEW BUSINESS:**

1. **Discussion of the agenda for the Planning Commission's meeting with the City Council on April 21<sup>st</sup>, 2008 –**

Senior Planner Jennifer Kester summarized the upcoming April 21<sup>st</sup> meeting with City Council discussing the new re-appointment policy and the Vision and Charter work program. Ms. Derebey asked if council had seen everything that the board had completed. Ms. Kester replied no, Mr. Dolan added that council had approved the work program. Board members discussed the reappointment policy, the new DRB process, annexations and the Shoreline Master Plan Update. Mr. Dolan encouraged board members to bring their comments to the April 21<sup>st</sup> meeting.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 -**  
**ZONE 08-0003 – Appropriateness of RB-1 zoning district locations and allowed uses in the RB-1 zone.**

Ms. Kester asked board members if they would like to discuss item #2 tonight noting that the last time the item had been discussed had been on March 20<sup>th</sup>. Board members agreed to postpone the item.

**MOTION:** Move to postpone until the next meeting Zone 08-0003. Derebey / Ninen – Motion passed unanimously.

Recess at 6:45

**7:00 – PUBLIC HEARING**

1. **City of Gig Harbor, 3510 Grandview St, Gig Harbor, WA 98335 –**  
**Zone 07-0006- Mixed Use District Overlay (MUD) Amendments and Area-Wide Rezone.**

Ms. Kester discussed the proposal to remove the mixed use district overlay and add the new MX Zone explaining the intent to harmonize the R-1 and the RB-2 zones.

Ms. Kester continued to explain the changes pointing out that property owners would not see a reduction in the zoning of their property however they would see a change in the density in the RB2- zone, also no requirements for parcel size developments and buffer requirements would be carried over.

Chair Theresa Malich opened the hearing up for public comments.

Mark Shoenes– 2002 Sullivan Dr, Gig Harbor, WA 98335. Mr. Shoenes asked for the reason in the reduction of the density in the RB-2 zone. Ms. Kester explained by removing the process for allowing the density to expand to 12 units per acre in the new MX zone\_it would harmonize the R-1 and RB-2 zones, noting that the MX zone would still allow density of 8 units per acre

Tom Metzdorf -15604 Sunny Cove Dr, Olalla, WA. Mr. Metzdorf currently owns property along Burnham Dr. asked to confirm that the property would remain commercial for development purposes. Ms. Kester replied yes however light industrial would require a Conditional Use Permit.

Ms. Malich closed the public hearing on Item #1 at 7:15 pm

**2. Carl Halsan, Halsan Frey LLC, P.O. Box 1447, Gig Harbor, WA 98335 –  
Zone 07 -0012 Height Restriction Area Special Exception**

Ms. Kester introduced applicant Carl Halsan.

Mr. Halsan summarized his proposed text amendment explaining the intent to make the process clearer for properties owners that would like to remove their property from the Height Restriction Area explaining the difficulties imposed by the current criteria.

Ms. Kester explained the concern of the Planning Commissions members for protecting views of property that would not be in the Height Restriction Area. Ms. Kester explained the Planning Commission's proposed changes to the intent statement and the criteria for removal from the Height Restriction area. Board members further discussed their proposed changes to the criteria specifically the reference to the Gig Harbor view basin and the Soundview neighborhoods, the removal of the term adjacent and other properties as well as stating that current and potential views should refer to all properties. Mr. Halsan agreed to the changes. Ms. Kester explained the proposed change to the permit type\_to a type III permit to insure that property owners would be notified and a public hearing would be held.

Ms. Malich closed the public hearing at 7:28.

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor, WA 98335 –  
Zone 07-0008 – Gross Floor Area Definition Amendment.**

Ms. Kester summarized Zone 07-0008 pointing out the most notable change would be the removal of the underground floor area as part of the calculation of the gross floor area. Ms. Kester also discussed additional changes to the amendment including defining attic space and removing garage space as part of the calculation for off street parking. Ms Kester further explained why the Planning Commission is not proposing the change to the gross floor area definition apply to the waterfront zones given the higher utilization of the land for waterfront properties.

Ms. Malich closed the public hearing at 7:34 pm.

**MOTION:** Move that the Planning Commission recommend adoption of the amendments to the gross floor area, underground floor area and attic area covered in the staff report dated April 17<sup>th</sup>, 2008 also including a reference to the language contained in the January 17<sup>th</sup>, memo from the Planning Commission Chair to City Council and that the second version of the definitions for underground floor area be used. Also that the motion be based on the discussion contained in the January 17<sup>th</sup> memo to city council which includes more language on shoreline master program update. Atkins / Derebey – motion passed as amended – Mr. Pasin abstained.

Mr. Dolan discussed the reasons that the upland areas would be treated differently than the shoreline areas. Ms. Kester asked if it would be alright if she added additional language referencing the SMP update. Ms. Malich agreed. Ms. Kester suggested using the memo signed by Ms. Malich to clarify the reason why waterfront zones were not included in the gross floor area definition change.

### **Height Restriction Comments: Item 2**

Board members discussed the definition of views, views of Gig Harbor Bay, of the Narrows, across the bay, the inner harbor and territorial views. Ms. Kester discussed what views would be considered the most important. Ms. Malich pointed out that most homeowners would have a territorial view. Mr. Atkins asked if there would be a way to define their view. Ms. Kester suggested it could be mapped to include water, mountain, ridge line, and view over water and territorial. Ms. Ninen noted that homeowners have a financial impact associated with their view and that they should have some protection. Mr. Pasin pointed out the importance in the description of views.

**MOTION:** To adopt the staff's recommendation for height restriction area criteria as presented with the change to page 5 reference to the Narrows be changed to refer to Puget Sound.

Ninen / Derebey – Motion passed unanimously

### **Mixed Use Overlay Comments: Item #1**

Ms. Kester discussed the proposed MX zone explaining that there would be no requirement to develop as a mixed use. Commission members discussed development options, uses, density, incentives and projects currently vested. The Commission members reviewed the letter provided by Courtney Kaylor of McCollough Hill PS expressing concerns with the reduction of density for the property she represents, the RV Resort. The Commission directed staff to prepare an Option C, which would rezone only those portions of the mixed use overlay north of the Northharbor Business Campus to the new MX zone and would remove the overlay from those south of the same point. Furthermore, the Commission requested staff develop incentive-based performance standards for the MX zone for Option C which would require a percentage of mixed use development on any given site. Board members agreed to continue the discussion at a later date. Ms. Kester agreed.

Mr. Dolan discussed staff schedules the possible cancelation of the May 1<sup>st</sup> meeting and potential addition of a special meeting in July.



**Subject: First Reading of Ordinance  
Providing for the Issuance and Sale  
of Water and Sewer Revenue Bonds  
For the Purpose of Providing  
Financing for Treatment Plant  
Improvements**

**Dept. Origin:** Finance  
**Prepared by:** David Rodenbach  
**For Agenda of:** December 8, 2008

**Exhibits:** Ordinance and related attachments

**Proposed Council Action:**

Adopt the ordinance after second reading

Initial & Date

**Concurred by Mayor:** *CLH 12/1/08*  
**Approved by City Administrator:** *POK 12/1/08*  
**Approved as to form by City Atty:** *C Weed 11/08*  
**Approved by Finance Director:** *DR 12/1/08*

Expenditure Required	Amount Budgeted	Appropriation Required
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**INFORMATION / BACKGROUND**

This is the first reading of an ordinance providing for the issuance and sale of revenue bonds in the amount of approximately \$7,000,000. The actual amount will be known at second reading.

The proceeds of these bonds will be used to fund a portion of the treatment plant improvements.

The total project cost (design and construction) is estimated to be \$20.4 million. Project funding is planned as follows:

Public Works Trust Fund (PWTF) loan – design	\$ 775,000
Public Works Trust Fund (PWTF) loan – construction	\$10,000,000
Department of Ecology grant	\$ 1,000,000
City funds (already paid)	\$ 1,500,000
Revenue bonds	\$ 7,125,000

**FISCAL CONSIDERATION**

These are 20-year bonds that will mature in 2028. We do not know the interest rate at this time.

These bonds will have no impact on the city's general obligation debt limit.

**RECOMMENDATION / MOTION**

CITY OF GIG HARBOR, WASHINGTON

WATER AND SEWER REVENUE BONDS, 2009

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF \$[\_\_\_\_\_] TO PROVIDE FINANCING FOR CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; FIXING THE DATE, FORM, TERMS, MATURITY AND COVENANTS OF THE BONDS; APPROVING A PURCHASE CONTRACT FOR THE BONDS; APPROVING AN AGREEMENT FOR ONGOING DISCLOSURE; AND RESERVING THE RIGHT TO ISSUE REVENUE BONDS ON A PARITY WITH THE BONDS HEREIN AUTHORIZED UPON COMPLIANCE WITH CERTAIN CONDITIONS.

APPROVED ON JANUARY 12, 2009

PREPARED BY:

K&L PRESTON GATES ELLIS



CITY OF GIG HARBOR, WASHINGTON  
ORDINANCE NO. \_\_\_\_\_

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\* This Table of Contents and the cover page are not a part of this ordinance; they are included for convenience of the reader only.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF WATER AND SEWER REVENUE BONDS OF THE CITY IN THE PRINCIPAL AMOUNT OF \$[\_\_\_\_\_] TO PROVIDE FINANCING FOR CERTAIN IMPROVEMENTS TO THE WATER AND SEWER SYSTEM OF THE CITY; FIXING THE DATE, FORM, TERMS, MATURITY AND COVENANTS OF THE BONDS; APPROVING A PURCHASE CONTRACT FOR THE BONDS; APPROVING AN AGREEMENT FOR ONGOING DISCLOSURE; AND RESERVING THE RIGHT TO ISSUE REVENUE BONDS ON A PARITY WITH THE BONDS HEREIN AUTHORIZED UPON COMPLIANCE WITH CERTAIN CONDITIONS.

WHEREAS, the City of Gig Harbor needs to make certain improvements to its combined water and sewerage system (the “System”); and

WHEREAS, the City is in need of improvements (herein further defined as the “Project”) and it is in the best interests of the citizens of the City to finance the Project by means of the revenue bonds authorized herein (the “Bonds”); and

WHEREAS, the City has outstanding its Water and Sewer Revenue and Refunding Bond, 2003 issued under date of December 2, 2003 pursuant to Ordinance No. 946 (the “Outstanding Parity Bond Ordinance”), bearing interest at the rate of 3.89% and maturing on September 1, 2013 in the principal amount of \$1,811,000 (the “Outstanding Parity Bond”); and

WHEREAS, the Outstanding Parity Bond Ordinance permits the City to issue revenue bonds on a parity of lien with the Outstanding Parity Bond upon compliance with certain conditions; and

WHEREAS, it appears that the conditions imposed by the Outstanding Parity Bond Ordinance will be satisfied on or prior to the date of delivery of the bonds herein authorized; and

WHEREAS, the City has received an offer from D.A. Davidson & Co. to purchase such revenue bonds on terms and conditions that are acceptable to this Council; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON DOES ORDAIN, as follows:

Section 1.     Definitions. As used in this ordinance, unless a different meaning clearly appears from the context:

*Annual Debt Service* means, with respect to any issue of Parity Bonds, the amount required in a given calendar year for the payment of the principal of and interest on such Parity Bonds.

*Assessments* means any assessments levied in any utility local improvement district of the City created for the acquisition or construction of additions and improvements to and extensions of the System, if such assessments are pledged to be paid into the Bond Fund. The word *Assessments* shall also include any installments of assessments and any interest or penalties which may be due thereon.

*Assessment Income* means the principal of and interest on assessments levied in any utility local improvement district and pledged to be paid into the Bond Fund. In the case of assessments payable in installments, Assessment Income shall be allocated to the years in which it would be received if the unpaid principal balance of each assessment roll were paid in equal principal amounts over the remaining number of installments with interest on the declining balance at the times and at the rate provided in the ordinance confirming the assessment roll.

*Average Annual Debt Service* means the average amount of annual debt service which will become due in any fiscal year hereafter on all Parity Bonds then outstanding.

**Bond Fund** means the City of Gig Harbor Utility Bond Redemption Fund created in the office of the Treasurer of the City pursuant to Section 13 of Ordinance No. 468.

**[Bond Insurance Policy** means the municipal bond insurance policy issued by the Insurer insuring the payment when due of the principal of and interest on the Bonds as provided therein.]

**Bond Register** means the books or records maintained by the Bond Registrar containing the name and mailing address of the owner of each Bond or nominee of such owner and the principal amount and number of Bonds held by each owner or nominee.

**Bond Registrar** means the fiscal agency of the State of Washington, for the purposes of registering and authenticating the Bonds, maintaining the Bond Register, effecting transfer of ownership of the Bonds, and paying the principal of, premium, if any, and interest on the Bonds.

**Bond Year** means each one-year period that ends on the date selected by the City. The first and last Bond Years may be short periods. If no day is selected by the City before the earlier of the final maturity date of the Bonds or the date that is five years after the date of issuance of the Bonds, Bond Years end on each anniversary of the date of issue and on the final maturity date of the Bonds.

**Bonds** means the City of Gig Harbor, Washington Water and Sewer Revenue Bonds, 2009, issued pursuant to this ordinance.

**City** means the City of Gig Harbor, Washington, a municipal corporation duly organized and existing under and by virtue of the laws of the State of Washington.

**Code** means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

**Costs of Maintenance and Operation** mean all necessary operating expenses, current maintenance expenses, expenses of reasonable upkeep and repairs, and insurance and administrative expenses with respect to the System, but excludes depreciation, payments for debt service or into reserve accounts, costs of capital additions to or replacements of the System, municipal taxes or payments to the City in lieu of taxes.

**Council** means the City Council as the general legislative authority of the City as the same shall be duly and regularly constituted from time to time.

**Debt Service Account** means the account of that name created in the Bond Fund by Ordinance No. 468.

**Designated Representative** means the Finance Director or City Administrator or any official or employee of the City designated in writing by either of them.

**DTC** means The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, as depository for the Bonds pursuant to Section 4 hereof.

**Future Parity Bonds** means any water and sewer revenue bonds which the City may hereafter issue having a lien upon the Revenue of the System for the payment of the principal thereof and interest thereon equal to the lien upon the Revenue of the System of the Bonds.

**Government Obligations** has the meaning given such term in RCW Ch. 39.53, as amended to date and as the same may hereinafter be amended and shall include any successor statute thereto.

**[Insurer** means \_\_\_\_\_, or any successor thereto or assignee thereof, as issuer of a Bond Insurance Policy for the Bonds.]

**Letter of Representations** means the blanket issuer letter of representations from the City to DTC.

**MSRB** means the Municipal Securities Rulemaking Board or any successor to its functions.

**Maximum Annual Debt Service** means the highest remaining Annual Debt Service requirement for outstanding Parity Bonds.

**NRMSIR** means a nationally recognized municipal securities information repository.

**Net Revenue** means the Revenue of the System less the Costs of Maintenance and Operation.

**Outstanding Parity Bond** means the City's outstanding Water and Sewer Revenue and Refunding Bond, 2003, authorized by the Outstanding Parity Bond Ordinance, issued December 2, 2003 and currently outstanding in the amount of ~~\$1,811,000~~\$1,012,000.

**Outstanding Parity Bond Ordinance** means Ordinance No. 946 approved by the Council on November 24, 2003.

**Parity Bonds** means the Bonds, the Outstanding Parity Bond and any Future Parity Bonds.

**Project** means \_\_\_\_\_.

**Project Fund** means the fund established in Section 15 of this ordinance.

**Private Person** means any natural person engaged in a trade or business or any trust, estate, partnership, association, company or corporation.

**Private Person Use** means the use of property in a trade or business by a Private Person if such use is other than as a member of the general public. Private Person Use includes ownership of the property by the Private Person as well as other arrangements that transfer to the Private

Person the actual or beneficial use of the property (such as a lease, management or incentive payment contract or other special arrangement) in such a manner as to set the Private Person apart from the general public. Use of property as a member of the general public includes attendance by the Private Person at municipal meetings or business rental of property to the Private Person on a day-to-day basis if the rental paid by such Private Person is the same as the rental paid by any Private Person who desires to rent the property. Use of property by nonprofit community groups or community recreational groups is not treated as Private Person Use if such use is incidental to the governmental uses of property, the property is made available for such use by all such community groups on an equal basis and such community groups are charged only a *de minimis* fee to cover custodial expenses.

***Rate Covenant*** means the covenants described in Section 10(c) of this ordinance.

***Registered Owner*** means the person named as the registered owner of a Bond in the Bond Register. For so long as the Bonds are held in book-entry only form, DTC shall be deemed to be the sole Registered Owner.

***Reserve Account*** means the account created in the Bond Fund by Section 15 of Ordinance No. 468 and shall include any subaccount created therein.

***Reserve Account Requirement*** means the lesser of (A) 10% of the net proceeds of each series of Parity Bonds, (B) Maximum Annual Debt Service, (C) 1.25 times average Annual Debt Service, or (D) such amount as shall be required to maintain the exemption of interest of any series of Parity Bonds from taxation under the Code.

***Revenue Fund*** means the “City of Gig Harbor Utility Revenue Fund” authorized to be created by Section 12 of Ordinance No. 468, into which fund all of the Revenue of the System is

to be deposited, as collected. The Revenue Fund may be maintained as one or more separate funds of the City into which all of the Revenue of the System shall be deposited.

**Revenue of the System** means all earnings, revenue and moneys received by the City from or on account of the operation of the System, including the income from investments of money in the Revenue Fund and the Bond Fund or from any other investment thereof. "Revenue of the System" shall also include any federal or state reimbursements of operating expenses to the extent such expenses are included as "Costs of Maintenance and Operation."

**Rule** means the Commission's Rule 15c2-12 under the Securities Exchange Act of 1934, as the same may be amended from time to time.

**SID** means a state information depository for the state of Washington.

**System** means the existing sanitary sewerage collection and treatment system of the City, as it now exists and as it may later be added to, extended and improved, and the existing water supply and distribution system of the City, as it now exists and as it may later be added to, extended and improved for as long as any Parity Bonds remain outstanding.

**Term Bonds** means any Parity Bonds identified as such in the ordinance authorizing the issuance thereof, the payment of which is provided for by a requirement for mandatory deposits of money into a "sinking fund account" in the Bond Fund.

**Underwriter** means D.A. Davidson & Co., Seattle, Washington.

**Rules of Interpretation.** In this ~~resolution~~ordinance, unless the context otherwise requires:

- (a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this resolution, refer to this resolution as a whole and not to any particular



article, section, subdivision or clause hereof, and the term “hereafter” shall mean after, and the term “heretofore” shall mean before, the date of this resolution;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including limited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and sections of this resolution, and any table of contents or marginal notes appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this resolution, nor shall they affect its meaning, construction or effect;

(e) All references herein to “articles,” “sections” and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

(f) Words importing the singular number include the plural number and vice versa.

Section 2. Compliance with Parity Conditions. The Council hereby finds and determines, as required by Section 11 of the Outstanding Parity Bond Ordinance, that:

(a) the City has not been in default of its Rate Covenant for the immediately preceding fiscal year 2007;

(b) This ordinance provides that the Reserve Account Requirement shall be funded no later than the date of delivery of the Bonds; and

(c) there will have been filed a certificate of an independent professional engineer, certified public accountant or City representative demonstrating fulfillment of Section 11(a)(5) of the Outstanding Parity Bond Ordinance.

The conditions contained in Section 11 of the Outstanding Parity Bond Ordinance having been complied with or assured, the payments required herein to be made out of the Revenue Fund into the Bond Fund and the Reserve Account to pay and secure the payment of the principal of and interest on the Bonds shall constitute a lien and charge upon the money in the Revenue Fund equal in rank with the lien and charge thereon for the payments required to be made for the Outstanding Parity Bond.

Section 3. Authorization of Bonds. The Council hereby finds that the public interest, welfare and convenience require the \_\_\_\_\_ (the "Project"). The City shall now issue and sell \$\_\_\_\_\_ of water and sewer revenue bonds (the "Bonds") for the purpose of paying the costs of the Project and paying the costs of issuance of the Bonds. The Bonds shall be designated as the "City of Gig Harbor, Washington, Water and Sewer Revenue Bonds, 2009," shall be dated as of their date of original issuance and delivery; shall be fully registered as to both principal and interest; shall be in the denomination of \$5,000 each, or any integral multiple thereof, provided that no Bond shall represent more than one maturity; shall be numbered separately in such manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification; and shall bear interest from their date payable semiannually on the first days of each June and December, commencing on June 1, 2009. The Bonds shall be numbered separately in the manner and with any additional designation as the Bond Registrar deems necessary for purposes of identification and shall mature on December 1

of the following years in the following amounts and bear interest at the following rates per annum:

<u>Maturity Dates (December 1)</u>	<u>Principal Amounts</u>	<u>Interest Rates</u>
2009	\$	%
2010		
2011		
2012		
2013		
2014		
2015		
2016		
2017		
2018		
2019		
2020		
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		

The Bonds shall be obligations only of the Bond Fund and shall be payable and secured as provided herein. The Bonds do not constitute an indebtedness or general obligation of the City within the meaning of the constitutional provisions and limitations of the State of Washington.

Section 4. Registration, Exchange and Payments.

(a) *Bond Registrar/Bond Register.* The City hereby specifies and adopts the system of registration approved by the Washington State Finance Committee from time to time through the appointment of state fiscal agencies. The City shall cause a bond register to be maintained by the Bond Registrar. So long as any Bonds remain outstanding, the Bond Registrar shall make all

necessary provisions to permit the exchange or registration or transfer of Bonds at its principal corporate trust office. The Bond Registrar may be removed at any time at the option of the City upon prior notice to the Bond Registrar and a successor Bond Registrar appointed by the City. No resignation or removal of the Bond Registrar shall be effective until a successor shall have been appointed and until the successor Bond Registrar shall have accepted the duties of the Bond Registrar hereunder. The Bond Registrar is authorized, on behalf of the City, to authenticate and deliver Bonds transferred or exchanged in accordance with the provisions of such Bonds and this ordinance and to carry out all of the Bond Registrar's powers and duties under this ordinance. The Bond Registrar shall be responsible for its representations contained in the Certificate of Authentication of the Bonds.

(b) *Registered Ownership.* The City and the Bond Registrar, each in its discretion, may deem and treat the Registered Owner of each Bond as the absolute owner thereof for all purposes (except as provided in Section 17 of this ordinance), and neither the City nor the Bond Registrar shall be affected by any notice to the contrary. Payment of any such Bond shall be made only as described in Section 4(h) hereof, but such Bond may be transferred as herein provided. All such payments made as described in Section 4(h) shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid.

(c) *DTC Acceptance/Letters of Representations.* The Bonds initially shall be held in fully immobilized form by DTC acting as depository. To induce DTC to accept the Bonds as eligible for deposit at DTC, the City has executed and delivered to DTC a Blanket Issuer Letter of Representations. Neither the City nor the Bond Registrar will have any responsibility or obligation to DTC participants or the persons for whom they act as nominees (or the participants

of any successor depository or those for who any such successor acts as nominee) with respect to the Bonds in respect of the accuracy of any records maintained by DTC (or any successor depository) or any DTC participant, the payment by DTC (or any successor depository) or any DTC participant of any amount in respect of the principal of or interest on Bonds, any notice which is permitted or required to be given to Registered Owners under this ordinance (except such notices as shall be required to be given by the City to the Bond Registrar or to DTC (or any successor depository)), or any consent given or other action taken by DTC (or any successor depository) as the Registered Owner. For so long as any Bonds are held in fully-immobilized form hereunder, DTC or its successor depository shall be deemed to be the Registered Owner for all purposes hereunder, and all references herein to the Registered Owners shall mean DTC (or any successor depository) or its nominee and shall not mean the owners of any beneficial interest in such Bonds.

If any Bond shall be duly presented for payment and funds have not been duly provided by the City on such applicable date, then interest shall continue to accrue thereafter on the unpaid principal thereof at the rate stated on such Bond until it is paid.

(d) *Use of Depository.*

(1) The Bonds shall be registered initially in the name of "Cede & Co.", as nominee of DTC, with one Bond maturing on each of the maturity dates for the Bonds in a denomination corresponding to the total principal therein designated to mature on such date. Registered ownership of such immobilized Bonds, or any portions thereof, may not thereafter be transferred except (A) to any successor of DTC or its nominee, provided that any such successor shall be qualified under any applicable laws to provide the service proposed to be provided by it; (B) to any substitute depository appointed by the Designated Representative pursuant to

subsection (2) below or such substitute depository's successor; or (C) to any person as provided in subsection (4) below.

(2) Upon the resignation of DTC or its successor (or any substitute depository or its successor) from its functions as depository or a determination by the Designated Representative to discontinue the system of book entry transfers through DTC or its successor (or any substitute depository or its successor), the Designated Representative may hereafter appoint a substitute depository. Any such substitute depository shall be qualified under any applicable laws to provide the services proposed to be provided by it.

(3) In the case of any transfer pursuant to clause (A) or (B) of subsection (1) above, the Bond Registrar shall, upon receipt of all outstanding Bonds, together with a written request of the Designated Representative, issue a single new Bond for each maturity then outstanding, registered in the name of such successor or such substitute depository, or their nominees, as the case may be, all as specified in such written request of the Designated Representative.

(4) In the event that (A) DTC or its successor (or substitute depository or its successor) resigns from its functions as depository, and no substitute depository can be obtained, or (B) the Designated Representative determines that it is in the best interest of the beneficial owners of the Bonds that such owners be able to obtain such bonds in the form of Bond certificates, the ownership of such Bonds may then be transferred to any person or entity as herein provided, and shall no longer be held in fully-immobilized form. The Designated Representative shall deliver a written request to the Bond Registrar, together with a supply of definitive Bonds, to issue Bonds as herein provided in any authorized denomination. Upon receipt by the Bond Registrar of all then outstanding Bonds together with a written request of the

Designated Representative to the Bond Registrar, new Bonds shall be issued in the appropriate denominations and registered in the names of such persons as are requested in such written request.

(e) *Registration of Transfer of Ownership or Exchange; Change in Denominations.*

The transfer of any Bond may be registered and Bonds may be exchanged, but no transfer of any such Bond shall be valid unless it is surrendered to the Bond Registrar with the assignment form appearing on such Bond duly executed by the Registered Owner or such Registered Owner's duly authorized agent in a manner satisfactory to the Bond Registrar. Upon such surrender, the Bond Registrar shall cancel the surrendered Bond and shall authenticate and deliver, without charge to the Registered Owner or transferee therefor, a new Bond (or Bonds at the option of the new Registered Owner) of the same date, maturity and interest rate and for the same aggregate principal amount in any authorized denomination, naming as Registered Owner the person or persons listed as the assignee on the assignment form appearing on the surrendered Bond, in exchange for such surrendered and cancelled Bond. Any Bond may be surrendered to the Bond Registrar and exchanged, without charge, for an equal aggregate principal amount of Bonds of the same date, maturity and interest rate, in any authorized denomination. The Bond Registrar shall not be obligated to register the transfer or to exchange any Bond during the 15 days preceding any interest payment or principal payment date any such Bond is to be redeemed.

(f) *Bond Registrar's Ownership of Bonds.* The Bond Registrar may become the Registered Owner of any Bond with the same rights it would have if it were not the Bond Registrar, and to the extent permitted by law, may act as depository for and permit any of its officers or directors to act as member of, or in any other capacity with respect to, any committee formed to protect the right of the Registered Owners of Bonds.

(g) *Registration Covenant.* The City covenants that, until all Bonds have been surrendered and canceled, it will maintain a system for recording the ownership of each Bond that complies with the provisions of Section 149 of the Code.

(h) *Place and Medium of Payment.* Both principal of and interest on the Bonds shall be payable in lawful money of the United States of America. Interest on the Bonds shall be calculated on the basis of a year of 360 days and twelve 30-day months. For so long as all Bonds are in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of DTC referred to in the Letter of Representations. In the event that the Bonds are no longer in fully immobilized form, interest on the Bonds shall be paid by check or draft mailed to the Registered Owners at the addresses for such Registered Owners appearing on the Bond Register on the fifteenth day of the month preceding the interest payment date, or upon the written request of a Registered Owner of more than \$1,000,000 of Bonds (received by the Bond Registrar at least 15 days prior to the applicable payment date), such payment shall be made by the Bond Registrar by wire transfer to the account within the United States designated by the Registered Owner. Principal of the Bonds shall be payable upon presentation and surrender of such Bonds by the Registered Owners at the principal office of the Bond Registrar.

Section 5.      Redemption and Purchase.

(a) *Optional Redemption.* The Bonds maturing on and prior to December 1, 2018 are not subject to optional redemption in advance of their scheduled maturity. The Bonds maturing on and after December 1, 2019 are subject to redemption at the option of the City on and after December 1, 2018 in whole or in part (and if in part, with maturities to be selected by the City) on any date at a price of par plus accrued interest to the date of redemption.



(b) *Purchase of Bonds for Retirement.* The City reserves the right to use at any time any surplus Gross Revenue available after providing for the payments required by paragraphs First, through Fifth of Section 6 of this ordinance, or other available funds, to purchase any of the Bonds at any price deemed reasonable by the City to purchase for retirement any of the Bonds offered to the City at any price deemed reasonable to the City.

(c) *Selection of Bonds for Redemption.* For as long as the Bonds are held in book-entry only form, the selection of particular Bonds within a maturity to be redeemed shall be made in accordance with the operational arrangements then in effect at DTC. If the Bonds are no longer held in uncertificated form, the selection of such Bonds to be redeemed and the surrender and reissuance thereof, as applicable, shall be made as provided in the following provisions of this subsection (c). If the City redeems at any one time fewer than all of the Bonds having the same maturity date, the particular Bonds or portions of Bonds of such maturity to be redeemed shall be selected by lot (or in such manner determined by the Bond Registrar) in increments of \$5,000. In the case of a Bond of a denomination greater than \$5,000, the City and the Bond Registrar shall treat each Bond as representing such number of separate Bonds each of the denomination of \$5,000 as is obtained by dividing the actual principal amount of such Bond by \$5,000. In the event that only a portion of the principal sum of a Bond is redeemed, upon surrender of such Bond at the principal office of the Bond Registrar there shall be issued to the Registered Owner, without charge therefor, for the then unredeemed balance of the principal sum thereof, at the option of the Registered Owner, a Bond or Bonds of like maturity and interest rate in any of the denominations herein authorized.

(d) *Notice of Redemption.*

(1) Official Notice. For so long as the Bonds are held in uncertificated form, notice of redemption (which notice may be conditional) shall be given in accordance with the operational arrangements of DTC as then in effect, and neither the City nor the Bond Registrar will provide any notice of redemption to any Beneficial Owners. Thereafter (if the Bonds are no longer held in uncertificated form), notice of redemption shall be given in the manner hereinafter provided. Unless waived by any owner of Bonds to be redeemed, official notice of any such redemption (which redemption shall be conditioned by the Bond Registrar on the receipt of sufficient funds for redemption) shall be given by the Bond Registrar on behalf of the City by mailing a copy of an official redemption notice by first class mail at least 30 days and not more than 60 days prior to the date fixed for redemption to the Registered Owner of the Bond or Bonds to be redeemed at the address shown on the Bond Register or at such other address as is furnished in writing by such Registered Owner to the Bond Registrar. Mailed notices will also be sent within the same period to the Underwriter or its business successor, if any.

All official notices of redemption shall be dated and shall state:

- (A) the redemption date,
- (B) the redemption price,
- (C) if fewer than all outstanding Bonds are to be redeemed, the identification by maturity (and, in the case of partial redemption, the respective principal amounts) of the Bonds to be redeemed,
- (D) that on the redemption date the redemption price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date, and

(E) the place where such Bonds are to be surrendered for payment of the redemption price, which place of payment shall be the principal office of the Bond Registrar.

On or prior to any redemption date, unless the redemption notice was conditional and the City shall thereafter have determined not to proceed with the redemption, the City shall deposit with the Bond Registrar an amount of money sufficient to pay the redemption price of all the Bonds or portions of Bonds which are to be redeemed on that date.

(2) Effect of Notice; Bonds Due. If an unconditional official notice of redemption having been given as aforesaid, the Bonds or portions of Bonds so to be redeemed shall, on the redemption date, become due and payable at the redemption price therein specified, and from and after such date (unless the City shall default in the payment of the redemption price) such Bonds or portions of Bonds shall cease to bear interest. Upon surrender of such Bonds for redemption in accordance with said notice, such Bonds shall be paid by the Bond Registrar at the redemption price. Installments of interest due on or prior to the redemption date shall be payable as herein provided for payment of interest. All Bonds which have been redeemed shall be canceled and destroyed by the Bond Registrar and shall not be reissued.

(3) Additional Notice. In addition to the foregoing notice, further notice shall be given by the City as set out below, but no defect in said further notice nor any failure to give all or any portion of such further notice shall in any manner defeat the effectiveness of a call for redemption if notice thereof is given as above prescribed. Each further notice of redemption given hereunder shall contain the information required above for an official notice of redemption plus (A) the CUSIP numbers of all Bonds being redeemed; (B) the date of issue of the Bonds as originally issued; (C) the rate of interest borne by each Bond being redeemed; (D) the maturity date of each Bond being redeemed; and (E) any other descriptive information needed to identify

accurately the Bonds being redeemed. Each further notice of redemption may be sent at least 35 days before the redemption date to [the Insurer,] each party entitled to receive notice pursuant to Section 17, and to the Underwriter or to its business successor, if any, and to such persons and with such additional information as the Designated Representative shall deem appropriate, but such mailings shall not be a condition precedent to the redemption of such Bonds.

(4) CUSIP Number. Upon the payment of the redemption price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear the CUSIP number identifying, by issue and maturity, the Bonds being redeemed with the proceeds of such check or other transfer.

(5) Amendment of Notice Provisions. The foregoing notice provisions of this Section 5, including but not limited to the information to be included in redemption notices and the persons designated to receive notices, may be amended by additions, deletions and changes in order to maintain compliance with duly promulgated regulations and recommendations regarding notices of redemption of municipal securities.

Section 6. Priority of Payments from Revenue Fund There has heretofore been established in the office of the Treasurer a special fund of the City known as the “City of Gig Harbor Utility Revenue Fund” (the “Revenue Fund”), into which the Revenue of the System is deposited as collected. The Revenue Fund shall be held separate and apart from all other funds and accounts of the City, and the Revenue of the System shall be used only for the following purposes and in the following order of priority:

First, to pay the Costs of Maintenance and Operation of the System;

Second, to make all payments required to be made into the Bond Fund to pay the interest on any Parity Bonds;

Third, to make all payments required to be made into the Bond Fund to pay the maturing principal of any Parity Bonds;

Fourth, to make all payments required to be made into the Reserve Account created to secure the payment of the Parity Bonds;

Fifth, to make all payments required to be made into any other revenue bond redemption fund or revenue warrant redemption fund and debt service account or reserve account created to pay and secure the payment of the principal of and interest on any revenue bonds or revenue warrants of the City having a lien upon the Revenue of the System junior and inferior to the lien thereon for the payment of the principal of and interest on the Parity Bonds; and

Sixth, to retire by redemption or purchase any outstanding revenue bonds or revenue warrants of the City, to make necessary additions, betterments and improvements and repairs to or extensions and replacements of the System, or for any other lawful City purposes.

Section 7. Bond Fund. A special fund of the City known as the “Utility Bond Redemption Fund” (the “Bond Fund”) has heretofore been created by the City for the sole purpose of paying and securing the payment of Parity Bonds.

(a) *Payments into Debt Service Account.* A special account to be known as the “Debt Service Account” has heretofore been created in the Bond Fund for the purpose of paying the principal of, premium, if any, and interest on Parity Bonds.

As long as any Parity Bonds remain outstanding, the City hereby obligates and binds itself to set aside and pay from the Bond Fund into the Debt Service Account those amounts necessary, together with such other funds as are on hand and available in the Debt Service Account, to pay the principal of and the interest on such Parity Bonds as the same respectively become due and payable. [Such payments from the Bond Fund shall be made in a fixed amount

without regard to any fixed proportion on or before the 20th day of each month, an amount such that, if the same amount were so set aside and paid into said Debt Service Account on the 20th day of each succeeding calendar month thereafter prior to the next date upon which an installment of interest or principal and interest falls due on the Bonds, the aggregate of the amounts so set aside and paid into the Debt Service Account will on such date be equal to the installment of interest or principal and interest.] [Query: monthly deposits or just prior to due date?] Let's go with prior to due date or annually

(b) *Payments into Reserve Account.* A Utility Reserve Account has heretofore been created in the Bond Fund for the purpose of securing the payment of the principal of and the interest on all bonds payable out of such Fund.

In the event that the City issues any Term Bonds in the future and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the term Average Annual Debt Service shall be deemed to exclude from principal an amount of Term Bonds equal to such mandatory payments, and from interest, the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the dates of the respective deposits.

The City hereby covenants and agrees that on the date of issuance of the Bonds it will pay into the Reserve Account (out of Revenue of the System or any funds on hand legally available for such purpose) one fifth of the Reserve Account Requirement, and thereafter not less than approximately equal additional annual payments so that by five years from the date of issuance of the Bonds there will have been paid into the Reserve Account an amount which, with the money

already on deposit therein (or any insurance policy(ies) or letter(s) of credit), will be equal to the Reserve Account Requirement.

The City hereby further covenants and agrees that in the event it issues any Future Parity Bonds that it will provide in the ordinance authorizing the issuance of the same that it will pay into the Reserve Account out of the Revenue of the System or Assessments (or, at the option of the City, out of any other funds on hand legally available for such purpose) not less than approximately equal additional annual payments [so that by five years from the date of such Future Parity Bonds there will have been paid into the Reserve Account an amount which, with the money already on deposit therein (or any insurance policy(ies) or letter(s) of credit), will be equal to the Reserve Account Requirement.] [Query: 5 year fund up or date of closing?] Date of closing – from proceeds of bonds

The City further covenants and agrees that when the required deposits have been made into the Reserve Account, it will at all times maintain therein an amount at least equal to the Reserve Account Requirement. Whenever there is a sufficient amount in the Revenue Bond Fund, including the Reserve Account and the Debt Service Account, to pay the principal of, premium if any, and interest on all outstanding Parity Bonds, the money in the Reserve Account may be used to pay such principal, premium and interest. Money in the Reserve Account may also be withdrawn to redeem and retire, and to pay the premium, if any, and interest due to such date of redemption, on any outstanding Parity Bonds, as long as the monies left remaining on deposit in the Reserve Account are equal to the Reserve Account Requirement.

In the event there shall be a deficiency in the Debt Service Account to meet maturing installments of either interest on or principal of and interest on the outstanding bonds payable out of such Account, such deficiency shall be made up from the Reserve Account by the withdrawal

of monies therefrom. Any deficiency created in the Reserve Account by reason of any such withdrawal shall then be made up out of Revenue of the System or Assessments after making necessary provision for the payments required to be made by subparagraphs First, Second, Third, Fourth and Fifth of Section 6 hereof.

(c) *Priority of Lien of Payments into Bond Fund.* The amounts so pledged to be paid into the Bond Fund are hereby declared to be a lien and charge upon the Revenue of the System junior in lien to the Costs of Maintenance and Operation, equal to the lien of the charges upon such Revenue to pay and secure the payment of the principal of and interest on the Outstanding Parity Bond and any Future Parity Bonds, and prior and superior to all other charges of any kind or nature whatsoever.

(d) *Application and Investment of Money in the Bond Fund.* Moneys in the Bond Fund shall be invested in any investments that are permitted by law for the investment of City funds. Investments in the Debt Service Account shall mature prior to the date on which such money shall be needed for required interest or principal payments. Investments in the Reserve Account shall mature not later than the last maturity of the Parity Bonds secured thereby. All interest earned and income derived by virtue of such investments shall remain in the Bond Fund and be used to meet the required deposits into any account therein.

(e) *Sufficiency of Revenues.* The Council hereby finds that in fixing the amounts to be paid into the Bond Fund out of the Revenue of the System, it has exercised due regard for the Costs of Maintenance and Operation and has not obligated the City to set aside and pay into such Fund a greater amount of such Revenue than in its judgment will be available over and above the Costs of Maintenance and Operation.



Section 8. Defeasance. In the In the event that money and/or Government Obligations maturing at such time or times and bearing interest to be earned thereon in amounts (together with such money, if necessary) sufficient to redeem and retire part or all of the Bonds authorized hereunder in accordance with their terms, are set aside in a special account of the City to effect such redemption and retirement, and such moneys and the principal of and interest on such obligations are irrevocably set aside and pledged for such purpose, then no further payments need be made into the Bond Fund of the City for the payment of the principal of and interest on the Bonds so provided for, and such Bonds shall cease to be entitled to any lien, benefit or security of this resolution except the right to receive the moneys so set aside and pledged, and except the right to receive the moneys so set aside and pledged, such Bonds shall be deemed not to be outstanding hereunder.

Section 9. Tax Covenants.

(a) *Arbitrage Covenant.* The City hereby covenants that it will not make any use of the proceeds of sale of the Bonds or any other funds of the City which may be deemed to be proceeds of such Bonds pursuant to Section 148 of the Code which will cause the Bonds to be “arbitrage bonds” within the meaning of said section and said Regulations. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bonds) and the applicable Regulations thereunder throughout the term of the Bonds.

(b) *Private Person Use Limitation for Bonds.* The City covenants that for as long as the Bonds are outstanding, it will not permit:

(1) More than 10% of the Net Proceeds of the Bonds to be used for any Private Person Use; and

(2) More than 10% of the principal or interest payments on the Bonds in a Bond Year to be directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use.

The City further covenants that, if:

(3) More than five percent of the Net Proceeds of the Bonds are to be used for any Private Person Use; and

(4) More than five percent of the principal or interest payments on the Bonds in a Bond Year are (under the terms of this ordinance or any underlying arrangement) directly or indirectly: (A) secured by any interest in property used or to be used for any Private Person Use or secured by payments in respect of property used or to be used for any Private Person Use, or (B) derived from payments (whether or not made to the City) in respect of property, or borrowed money, used or to be used for any Private Person Use, then, (i) any Private Person Use of the Project or Private Person Use payments described in subsection (4) hereof that is in excess of the five percent limitations described in such subsections (3) or (4) will be for a Private Person Use that is related to the state or local governmental use of the Project, and (ii) any Private Person Use will not exceed the amount of Net Proceeds of the Bonds used for the state or local governmental use portion of the Project to which the Private Person Use of such portion of the Projects relates. The City further covenants that it will comply with any limitations on the use of the projects by other than state and local governmental users that are necessary, in the opinion of its bond counsel, to preserve the tax exemption of the interest on the Bonds. The covenants of

this section are specified solely to assure the continued exemption from regular income taxation of the interest on the Bonds.

(c) *Designation under Section 265(b) of the Code.* The City hereby designates the Bonds as “qualified tax exempt obligations” for investment by financial institutions under Section 265(b) of the Code. The City does not anticipate that it will issue more than \$10,000,000 of qualified tax exempt obligations during 2009.

Section 10. Bond Covenants.

(a) *Maintenance of System.* The City shall at all time maintain, preserve and keep the properties of the System in good repair, working order and condition and will from time to time make all necessary and proper repairs, renewals, replacements, extensions and betterments thereto, so that at all times the business carried on in connection therewith will be properly and advantageously conducted and said properties of the System and the business in connection therewith administered in an efficient manner and at a reasonable cost.

(b) *Collection and Application of Assessments.* The City will promptly collect all Assessments levied in utility local improvement districts that have been heretofore created by the City and all Assessments levied in utility local improvement districts heretofore created, and all utility local improvement districts that are hereafter created to secure the payment of the principal of and interest on Parity Bonds and will pay the same into the Bond Fund. The same may be used to meet required payments into any Account of the Bond Fund and may be used to pay the principal of and interest on any Parity Bonds without said Assessments being particularly allocated to the payment of any particular series of bonds payable out of such Fund. It is hereby further provided, however, that nothing in this ordinance or in this subsection shall be construed to prohibit the City from issuing revenue bonds having a lien on the Revenue of the System and

the money in the Revenue Fund junior to the lien on such revenue and money for the payment of the principal of and interest on the Bonds and pledging as security for the payment of such junior lien bonds assessments levied in any utility local improvement district that may have been created to pay part or all of the cost of improvements to the System for which such junior revenue bonds were specifically issued.

(c) *Rates and Charges.* The City shall fix, maintain and collect rates and charges for the use of the services and facilities and all commodities sold, furnished or supplied by the System, which shall be fair and nondiscriminatory and shall adjust such rates and charges from time to time so that:

(1) the Revenue of the System derived therefrom, together with Assessments collected, will at all times be sufficient (A) to pay the Costs of Maintenance and Operation, (B) to pay the principal of and interest on all Parity Bonds, as and when the same shall become due and payable, (C) to make adequate provision for the payment of the any Term Bonds, (D) to make when due all payments which the City is obligated to make into the Reserve Account and all other payments which the City is obligated to make pursuant to this ordinance, and (F) to pay all taxes, assessments or other governmental charges lawfully imposed on the System or the revenue therefrom or payments in lieu thereof and any and all other amounts which the City may now or hereafter become obligated to pay from the Revenue of the System by law or contract; and

(2) the Net Revenue together with Assessment Income in each calendar year will equal at least 1.25 times the maximum amount required to be paid in any succeeding calendar year for the principal of and interest on all Parity Bonds then outstanding. In the event the City issues any Term Bonds, and provides for the payment thereof by a mandatory schedule

of payments into a sinking fund account in the Bond Fund, the words “principal of and interest on all outstanding Parity Bonds” in the preceding sentence shall be deemed to exclude from “principal” an amount of Term Bonds equal to such mandatory payments, and from “interest” the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the date of the respective deposits.

(d) *Net Revenue.* After making or providing for the monthly payments from the Revenue Fund as required by Section 6 hereof, there shall be maintained in the Revenue Fund sufficient moneys to enable the City to meet the Costs of Maintenance and Operation of the System on a current basis. The City shall not change any rate or charge for service of the System as now established by the existing rate ordinance or ordinances that will reduce substantially the annual Net Revenues below that which would have been obtained before such change, unless the City shall have on file a certificate from a licensed professional engineer experienced in the design, construction and operation of municipal utilities or from an independent certified public accountant stating that the rates and charges as so changed will provide Net Revenues sufficient to comply with all the covenants and requirements of this ordinance.

(e) *Sale of Properties.* The City will not sell or otherwise dispose of the System in its entirety unless simultaneously with such sale or other disposition, provision is made for the payment into the Bond Fund of cash or Government Obligations sufficient (taking into account interest to be earned on any such Government Obligations) to pay the principal of and interest on all then outstanding Parity Bonds, nor will it sell or otherwise dispose of any part of the useful operating properties of the System unless such facilities are replaced or provision is made for payment into the Bond Fund of the greatest of the following:

(1) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and Accounts therein) that the Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Revenue of the System for such period; or

(2) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (defined as the total amount of the Parity Bonds less the amount of cash and investments in the Bond Fund and Accounts therein) that the Net Revenue from the portion of the System sold or disposed of for the preceding year bears to the total Net Revenue of the System for such period; or

(3) An amount which will be in the same proportion to the net amount of Parity Bonds then outstanding (as defined above) that the depreciated cost value of the facilities sold or disposed of bears to the depreciated cost value of the entire System immediately prior to such sale or disposition.

The proceeds of any such sale or disposition of a portion of the properties of the System (to the extent required above) shall be paid into the Reserve Account in the Bond Fund.

Notwithstanding any other provision of this paragraph, the City may sell or otherwise dispose of any of the works, plant, properties and facilities of the System or any real or personal property comprising a part of the same which shall have become unserviceable, inadequate, obsolete or unfit to be used in the operation of the System, or no longer necessary, material to or useful in such operation, without making any deposit into the Bond Fund.

(f) *No Encumbrances.* The City will not at any time create or permit to accrue or to exist any lien or other encumbrance or indebtedness upon the System or the Revenue of the

System, or any part thereof, prior or superior to the lien thereon for the payment of Parity Bonds, and will pay and discharge, or cause to be paid and discharged, any and all lawful claims for labor, materials or supplies which, if unpaid, might become a lien or charge upon the Revenue of the System, or any part thereof, or upon any funds in the hands of the City, prior to or superior to the lien of Parity Bonds, or which might impair the security of Parity Bonds.

(g) *Insurance.* The City will keep the works, plants and facilities comprising the System insured, and will carry such other insurance, with responsible insurers, with policies payable to the City, against risks, accidents or casualties, at least to the extent that insurance is usually carried by private corporations operating like properties, or will implement a self-insurance program with reserves adequate, in the judgment of the Council, to protect City and the owners of the Bonds against loss. In the event of any loss or damage, the City will promptly repair or replace the damaged portion of the insured property and apply the proceeds of any insurance policy for that purpose; or in the event the City should determine not to repair or reconstruct such damaged portion of the properties of the System, the proceeds of such insurance shall be paid into the Reserve Account to the extent that such transfer shall be necessary to make up any deficiency in said Reserve Account and the balance, if any, shall at the option of the City, be used either for repairs, renewals, replacements, or capital additions to the System, for the redemption of Parity Bonds, or for deposit into the Reserve Account.

(h) *Books and Accounts.* The City shall keep proper books of account which shall be kept in accordance with any applicable rules and regulations prescribed by the State of Washington. The City shall prepare, and any owner of Parity Bonds may obtain copies of, balance sheets and profit and loss statements showing in reasonable detail the financial condition of the System as of the close of each year, and the income and expenses of such year, including

the amounts paid into the Revenue Fund, the Bond Fund, and into any and all special funds or accounts created pursuant to the provisions of this ordinance, and the amounts expended for maintenance, renewals, replacements, and capital additions to the System.

(i) *No Free Service.* The City will not furnish or supply or permit the furnishing or supplying of any commodity, service or facility furnished by or in connection with the operation of the System, free of charge to any person, firm or corporation, public or private, so long as any Bonds are outstanding and unpaid.

(j) *Sound Expenditures.* The City will not expend any of the Revenue derived by it from the operation of the System or the proceeds of any indebtedness payable from Revenue of the System for any extensions, betterments and improvements to the System which are not legally required or economically sound, and which will not properly and advantageously contribute to the conduct of the business of the System in an efficient manner.

(k) *Enforcement of Collection of Service Charges and Assessments.* The City shall promptly take action to enforce the payment of delinquent service charges and Assessments by such means as are legally available.

Section 11. Issuance of Future Parity Bonds. The City hereby further covenants and agrees with the owners of each of the Bonds for as long as any of the same remain outstanding as follows:

The City will not issue any bonds having a greater or equal priority of lien upon the Revenue of the System to pay and secure the payment of the principal of and interest on such bonds than the priority of lien created on such bonds than the priority of lien created on such Revenue to pay and secure the payment of the principal of and interest on the Parity Bonds except as follows:



(a) The City reserves the right to issue Future Parity Bonds for the purposes of

First, providing funds to acquire, construct, reconstruct, install, or replace any equipment, facilities, additions, betterments, or other capital improvements to the System for which it is authorized by law to issue revenue bonds, or

Second, refunding at or prior to their maturity, any revenue bond anticipation notes, or outstanding revenue bonds or other obligations payable out of the Revenue of the System and to pledge that payments will be made out of the Revenue of the System and into the Bond Fund and the Reserve Account therein to pay and secure the payment of the principal of and interest on such Future Parity Bonds on a parity with the payments required herein to be made out of such Revenue into such Fund and Account to pay and secure the payment of the principal of and interest on any Parity Bonds then outstanding, upon compliance with the following conditions:

(1) At the time of the issuance of any Future Parity Bonds there is no deficiency in the Bond Fund or the Reserve Account.

(2) If there are Assessments levied in any utility local improvement district to pay for additions and improvements to and extensions of the System which will be constructed from the proceeds of such Future Parity Bonds, the ordinance authorizing such Future Parity Bonds shall require that such Assessments be paid into the Bond Fund.

(3) If there are Assessments pledged to be paid into a warrant or bond redemption fund for revenue bonds or warrants being refunded by Future Parity Bonds, the ordinance authorizing the Future Parity Bonds shall require such Assessments to be paid into the Bond Fund.

(4) The principal of and interest on the Future Parity Bonds shall be payable out of the Bond Fund and the requirements for Reserve Account payments in Section 14(b) hereof shall be met.

(5) Prior to the delivery of any Future Parity Bonds the City shall have on file a certificate of an independent professional engineer, certified public accountant or City representative dated not earlier than 90 days prior to the date of delivery of such Future Parity Bonds and showing that the Net Revenue determined and adjusted as hereafter provided for each calendar or fiscal year after the issuance of such Parity Bonds (the "Adjusted Net Revenue") together with Assessment Income will equal at least 1.25 times the amount required in any such year for the payment of the principal of and interest on all Parity Bonds then outstanding, including the Future Parity Bonds proposed to be issued, except that the certificate of a City representative shall be based on actual historical Net Revenue of the System and no adjustments to that revenue shall be allowed. In the event the City issues any Term Bonds, and provides for the payment thereof by a mandatory schedule of payments into a sinking fund account in the Bond Fund, the words "principal of and interest on all outstanding Parity Bonds" in the preceding sentence shall be deemed to exclude from "principal" an amount of Term Bonds equal to such mandatory payments, and from "interest" the interest on such Term Bonds subsequent to the date of the respective deposits, and to include in lieu thereof the mandatory sinking fund deposits as of the date required and interest on Term Bonds provided for by such deposits only to the dates of the respective deposits.

The Adjusted Net Revenue shall be the Net Revenue for a period of any 12 consecutive months out of the 24 months immediately preceding the date of delivery of such proposed Parity Bonds as adjusted by such engineer or accountant to take into consideration changes in Net

Revenue estimated to occur under one or more of the following conditions for each year after such delivery for so long as any Parity Bonds, including the Future Parity Bonds proposed to be issued, shall be outstanding:

(i) any increase or decrease in Net Revenue which would result if any change in rates and charges adopted prior to the date of such certificate and subsequent to the beginning of such 12-month period, had been in force during the full 12-month period;

(ii) any increase or decrease in Net Revenue estimated by such Engineer or Accountant to result from any additions, betterments and improvements to and extensions of any facilities of the System which (a) became fully operational during such 12-month period, (b) were under construction at the time of such certificate or (c) will be constructed from the proceeds of the Parity Bonds to be issued;

(iii) the additional Net Revenue which would have been received if any customers added to the System during such 12-month period were customers for the entire period;

Such Engineer or Accountant shall base his or her certification upon, and his or her certificate shall have attached thereto, financial statements of the System audited by the State Examiner (unless such an audit is not available for a 12-month period within the preceding 24 months) and certified by the City Administrator, showing income and expenses for the period upon which the same is based.

The certificate of such Engineer or Accountant shall be conclusive and the only evidence required to show compliance with the provisions and requirements of this subsection (5).

Notwithstanding the foregoing requirement, if Future Parity Bonds are to be issued for the purpose of refunding at or prior to their maturity any part or all of the then outstanding Parity

Bonds and the issuance of such refunding Parity Bonds results in a debt service savings and does not require an increase of more than \$5,000 in any year for principal and interest on such refunding Parity Bonds, the certificate required by subsection (a)(5) of this section need not be obtained.

(b) Nothing herein contained shall prevent the City from issuing revenue bonds or other obligations which are a charge upon the Revenue of the System junior or inferior to the payments required by this ordinance to be made out of such Revenue into the Bond Fund and Reserve Account to pay and secure the payment of any outstanding Parity Bonds.

(c) Nothing herein contained shall prevent the City from issuing revenue bonds to refund maturing Parity Bonds for the payment which moneys are not otherwise available.

Section 12. Form of Bond and Certificate of Authentication. The Bond shall be in substantially the following form:

[*Statement of Insurance*]

UNITED STATES OF AMERICA

No. R-1 \$ \_\_\_\_\_

STATE OF WASHINGTON  
CITY OF GIG HARBOR  
WATER AND SEWER REVENUE BOND, 2009

INTEREST RATE: MATURITY DATE: CUSIP NO.:

REGISTERED OWNER: CEDE & Co.

PRINCIPAL AMOUNT: \_\_\_\_\_ AND NO/DOLLARS

THE CITY OF GIG HARBOR, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (the "City"), promises to pay to the Registered Owner identified above, or registered assigns, on the Maturity Date identified above, solely from the special fund of the City known as the "Utility Bond Redemption Fund" (the "Bond Fund"), the Principal Amount indicated above and to pay interest thereon from the Bond Fund from

\_\_\_\_\_, 2009, or the most recent date to which interest has been paid or duly provided for or until payment of this bond at the Interest Rate set forth above, payable on June 1, 2009, and semiannually thereafter on the first days of each June and December. Both principal of and interest on this bond are payable in lawful money of the United States of America. For so long as the bonds of this issue are held in fully immobilized form, payments of principal and interest thereon shall be made as provided in accordance with the operational arrangements of The Depository Trust Company (“DTC”) referred to in the Blanket Issuer Letter of Representations (the “Letter of Representations”) from the City to DTC. The fiscal agency of the state of Washington is acting as the registrar, authenticating agent and paying agent for the bonds of this issue (the “Bond Registrar”).

This bond is one of an authorized issue of bonds of the City of like date and tenor except as to number, amount, rate of interest and date of maturity in the aggregate principal amount of \$[\_\_\_\_\_]. This issue of bonds is authorized by the Bond Ordinance for the purposes of paying the costs of \_\_\_\_\_ (the “System”).

The bonds of this issue are subject to redemption prior to their scheduled maturity as provided in the Bond Ordinance.

The bonds of this issue are not general obligations of the City. The City hereby covenants and agrees with the owner and holder of this bond that it will keep and perform all the covenants of this bond and the Bond Ordinance.

The bonds of this issue are not “private activity bonds” as such term is defined in the Internal Revenue Code of 1986, as amended (the “Code”). The bonds of this issue are “qualified tax-exempt obligations” under Section 265(b) of the Code.

This bond is payable solely out of the Revenue of the System, and does not constitute a general obligation of the City. Both principal of and interest on this bond are payable solely out of the special fund of the City known as the Bond Fund. The City does hereby pledge and bind itself to set aside and pay into the Bond Fund the amounts required by the Bond Ordinance to be paid therein on or prior to the maturity of the Bond as the same shall become due from the proceeds of the Bonds (as authorized in the Bond Ordinance) or from the sources and in the priority specified in the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Bond Registrar.

It is hereby certified that all acts, conditions, and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done, and performed precedent to and in the issuance of this bond have happened, been done, and performed.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington has caused this bond to be signed with the facsimile or manual signature of the Mayor, to be attested by the facsimile or manual signature of the City Clerk, and the corporate seal of the City to be impressed, imprinted or otherwise reproduced hereon, all as of this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF GIG HARBOR, WASHINGTON

By \_\_\_\_\_ /s/ manual or facsimile  
Mayor

(SEAL)

ATTEST:

\_\_\_\_\_/s/ manual or facsimile  
City Clerk

**CERTIFICATE OF AUTHENTICATION**

Date of Authentication:

This bond is one of the bonds described in the within-mentioned Bond Ordinance and is one of the Water and Sewer Revenue Bonds, 2009 of the City of Gig Harbor, Washington, dated \_\_\_\_\_, 2009.

WASHINGTON STATE FISCAL AGENCY,  
Bond Registrar

By \_\_\_\_\_  
Authorized Officer

Section 13. Execution and Delivery of Bond. The Bonds shall be executed on behalf of the City with the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the seal of the City shall be impressed, imprinted or otherwise reproduced on the Bonds.

Only such Bonds as shall bear thereon a Certificate of Authentication in the form hereinbefore recited, manually executed by the Bond Registrar, shall be valid or obligatory for any purpose or entitled to the benefits of this ordinance. Such Certificate of Authentication shall

be conclusive evidence that the Bonds so authenticated have been duly executed, authenticated and delivered hereunder and are entitled to the benefits of this ordinance.

In case either of the officers who shall have executed the Bonds shall cease to be an officer or officers of the City before the Bonds so signed shall have been authenticated or delivered by the Bond Registrar, or issued by the City, such Bonds may nevertheless be authenticated, delivered and issued and upon such authentication, delivery and issuance, shall be as binding upon the City as though those who signed the same had continued to be such officers of the City. Any Bond may also be signed and attested on behalf of the City by such persons who are at the actual date of delivery of such Bond the proper officers of the City although at the original date of such Bond any such person shall not have been such officer of the City.

Section 14. Sale of Bonds. The Bonds shall be sold by negotiated sale to D.A. Davidson & Co., Seattle, Washington (the "Underwriter"). The Bonds shall be sold to the Underwriter under the terms of a bond purchase agreement dated as of this date. The Designated Representative is hereby authorized and directed to execute and deliver such bond purchase agreement.

The Designated Representative is hereby authorized to review and approve on behalf of the City the preliminary and final Official Statements relative to the Bonds with such additions and changes as may be deemed necessary or advisable to them. The preliminary Official Statement for the Bonds dated \_\_\_\_\_, 2009, is hereby deemed final within the meaning of SEC Rule 15c2-12. The proper City officials are hereby authorized and directed to do everything necessary for the prompt execution and delivery of the Bonds to said Underwriter, in accordance with the purchase agreement, and for the proper application and use of the proceeds of sale thereof

Section 15. Disposition of Bond Proceeds. From the proceeds of the Bonds, a sum sufficient to meet the Reserve Account Requirement shall be deposited in the Reserve Fund. The Designated Representative shall establish an account within the Revenue Fund to be designated as the "Project Account" (the "Project Account"). The balance of the proceeds of sale of the Bonds shall be deposited in the Project Account and shall be expended solely to pay the cost of issuing and selling the Bonds and, together with other available moneys of the City, shall be used to undertake the Project. Money in the Project Account shall be invested by the Designated Representative, pending disbursement, in any legal investment for City funds.

Section 16. Defeasance. In the event that money and/or Government Obligations maturing or having guaranteed redemption prices at the option of the holder at such time or times and bearing interest to be earned thereon in amounts (together with such money, if any) sufficient to redeem and retire part or all of the Bonds in accordance with the their terms, are hereafter irrevocably set aside in a special account and pledged to effect such redemption and retirement, then no further payments need be made into the Bond Fund or any account therein for the payment of the principal of and interest on the certain Bonds so provided for and such Bonds shall then cease to be entitled to any lien, benefit or security of this ordinance, except the right to receive the funds so set aside and pledged, and such Bonds shall no longer be deemed to be outstanding hereunder, or under any ordinance authorizing the issuance of bonds or other indebtedness of the City.

Section 17. Undertaking to Provide Ongoing Disclosure.

(a) *Contract/Undertaking.* This section constitutes the City's written undertaking for the benefit of the owners of the Bonds as required by Section (b)(5) of the Rule.



(b) *Financial Statements/Operating Data.* The City agrees to provide or cause to be provided to each NRMSIR and to the SID, if any, in each case as designated by the SEC in accordance with the Rule, the following annual financial information and operating data for the prior fiscal year (commencing in 2010 for the fiscal year ended December 31, 2009):

1. Annual financial statements, which statements may or may not be audited, showing ending fund balances for the City's general fund prepared in accordance with the Budgeting Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) and generally of the type included in the official statement for the Bonds under the heading "Historical Operating Results";

2. The assessed valuation of taxable property in the City;

3. Ad valorem taxes due and percentage of taxes collected;

4. Property tax levy rate per \$1,000 of assessed valuation; and

5. Outstanding general obligation debt of the City.

Items 2-5 shall be required only to the extent that such information is not included in the annual financial statements.

The information and data described above shall be provided on or before nine months after the end of the City's fiscal year. The City's current fiscal year ends December 31. The City may adjust such fiscal year by providing written notice of the change of fiscal year to each then existing NRMSIR and the SID, if any. In lieu of providing such annual financial information and operating data, the City may cross-reference to other documents provided to the NRMSIR, the SID or to the SEC and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

If not provided as part of the annual financial information discussed above, the City shall provide the City's audited annual financial statement prepared in accordance with the Budgeting Accounting and Reporting System prescribed by the Washington State Auditor pursuant to RCW 43.09.200 (or any successor statute) when and if available to each then existing NRMSIR and the SID, if any.

(c) *Material Events.* The City agrees to provide or cause to be provided, in a timely manner, to the SID, if any, and to each NRMSIR or to the MSRB notice of the occurrence of any of the following events with respect to the Bonds if material:

- Principal and interest payment delinquencies;
- Non-payment related defaults;
- Unscheduled draws on debt service reserves reflecting financial difficulties;
- Unscheduled draws on credit enhancements reflecting financial difficulties;
- Substitution of credit or liquidity providers, or their failure to perform;
- Adverse tax opinions or events affecting the tax-exempt status of the Bonds;
- Modifications to rights of owners;
- Optional, contingent or unscheduled Bond calls other than scheduled sinking fund redemptions for which notice is given pursuant to Exchange Act Release 34-23856;
- Defeasances;

- Release, substitution or sale of property securing the repayment of the Bonds; and
- Rating changes.

Solely for purposes of disclosure, and not intending to modify this undertaking, the City advises that there is no property securing repayment of the Bonds, and there is no debt service reserve fund or account securing the repayment of the Bonds.

(d) *Notification Upon Failure to Provide Financial Data.* The City agrees to provide or cause to be provided, in a timely manner, to each NRMSIR or to the MSRB and to the SID, if any, notice of its failure to provide the annual financial information described in subsection (b) above on or prior to the date set forth in subsection (b) above.

(e) *Termination/Modification.* The City's obligations to provide annual financial information and notices of material events shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. This section, or any provision hereof, shall be null and void if the City (1) obtains an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require this section, or any such provision, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; and (2) notifies each then existing NRMSIR and the SID, if any, of such opinion and the cancellation of this section. Notwithstanding any other provision of this resolution, the City may amend this Section 17 and any provision of this Section 17 may be waived, with an approving opinion of nationally recognized bond counsel.

In the event of any amendment of or waiver of a provision of this Section 13, the City shall describe such amendment in the next annual report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in

the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the City. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (I) notice of such change shall be given in the same manner as for a material event under Subsection (c), and (II) the annual report for the year in which the change is made should present a comparison (in narrative form and also, if practical, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

(f) *Bond Owner's Remedies Under This Section.* A Bond owner's right or Beneficial Owner's to enforce the provisions of this section shall be limited to a right to obtain specific enforcement of the City's obligations hereunder, and any failure by the City to comply with the provisions of this undertaking shall not be an event of default with respect to the Bonds under this resolution.

(g) *DisclosureUSA.* The City may elect to submit the information required by this Section 17 to be filed with the NRMSIRs and the SID, if any, directly to DisclosureUSA.org unless or until the Securities and Exchange Commission withdraws its approval of this submission process.

Section 18. Lost or Destroyed Bonds. In case any Bond or Bonds shall be lost, stolen or destroyed, the Bond Registrar may execute and deliver a new Bond or Bonds of like date, number and tenor to the Registered Owner thereof upon the Registered Owner's paying the expenses and charges of the City in connection therewith and upon his/her filing with the City evidence satisfactory to the City that such Bond was actually lost, stolen or destroyed and of his/her ownership thereof, and upon furnishing the City with indemnity satisfactory to the City.

Section 19. Bond Insurance. In accordance with the offer of Underwriter to purchase the Bonds, the Board hereby approves the commitment of the Insurer to provide a bond insurance policy guaranteeing the payment when due of principal of and interest on the Bonds (the “Bond Insurance Policy”). The Board further authorizes and directs all proper officers, agents, attorneys and employees of the District to cooperate with the Insurer in preparing such additional agreements, certificates, and other documentation on behalf of the District as shall be necessary or advisable in providing for the Bond Insurance Policy.]

Section 20. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 21. Effect of Covenants, Etc. All covenants, obligations and agreements of the City contained in this ordinance shall be deemed to be covenants, obligations and agreements of the City to the full extent authorized by the Act and permitted by the Constitution of the State of Washington. No covenant, obligation or agreement contained herein shall be deemed to be a covenant, obligation or agreement of any present or future official, member, agent or employee of the City in his or her individual capacity, and neither the members of the Council nor any officer thereof executing the Bond shall be liable personally on the Bond or be subject to any personal liability or accountability by reason of the issuance thereof. No member, officer, agent or employee of the City shall incur any liability in acting or proceeding or in not acting or proceeding, in good faith in accordance with the terms of this ordinance.

Section 22. Effective Date. This ordinance shall be effective five days after its passage and publication in the manner required by law.

PASSED by the Council of the City of Gig Harbor, Washington at a regular meeting held on the 12th day of January, 2009.

CITY OF GIG HARBOR, WASHINGTON

\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading: November 24, 2008

Date Adopted: January 12, 2009

Date of Publication: \_\_\_\_\_, 2009

Effective Date: \_\_\_\_\_, 2009

CERTIFICATE

I, the undersigned, City Clerk of the City of Gig Harbor, Washington (the "City") and keeper of the records of the City Council (the "Council"), DO HEREBY CERTIFY:

1. That the attached ordinance is a true and correct copy of Ordinance No. \_\_\_\_ of the Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 12th day of January, 2009.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of January, 2009.

---

Molly Towslee, City Clerk



Subject: Prosecuting Attorney
RFP and Contract - Approve as to Form

Proposed Council Action:

Approve as to form the attached Prosecuting Attorney Request for Proposals and Contract Form.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: Dec. 8, 2008

Exhibits: RFP, Contract Form, and Contract Form w/A. Belbeck's Edits.

Initial & Date

Concurred by Mayor:

Handwritten initials and date: CLK 12/3/08

Approved by City Administrator:

Handwritten initials and date: RJK 12/2/08

Approved as to form by City Atty: See ATTACHED

Approved by Finance Director:

Approved by Department Head:

Handwritten initials: RJK

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required, and a dollar amount (\$0). Content: Expenditure Required See below, Amount Budgeted See below., Appropriation Required \$0.

INFORMATION / BACKGROUND

In 2005 the City of Gig Harbor conducted a request for qualifications for prosecutions services. As a result of this RFQ process, the City selected Glisson, Altman, and Witt (Glisson) to represent the City as its municipal court prosecutor.

The contract with Glisson has expired, and the City Council has directed staff to conduct a request for proposals.

Attached is the Request for Proposals that will be published and noticed shortly after Council approval. Also attached is a contract form that will accompany the RFP.

FISCAL CONSIDERATION

The City has budgeted approximately \$90,000 for prosecution services in 2009.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Approve as to form the attached Prosecuting Attorney Request for Proposals and Contract Form.



City of Gig Harbor  
Request for Qualifications  
**CITY PROSECUTING ATTORNEY**

Closing Date: 4:00 PM Friday, January 9, 2009

**A. INTRODUCTION**

The City of Gig Harbor is soliciting Statements of Qualifications to provide legal services on a contract basis for prosecution of misdemeanor violations of the Gig Harbor Municipal Code and the handling of other code enforcement matters in Municipal Court, including, e.g., zoning and building code violations. Approval of a contract by the City Council will be required.

To illustrate the potential workload, in 2007 through December 31<sup>st</sup> a total of 1,712 infractions and 558 misdemeanor cases were charged. The Police Department employs 17 commissioned officers, 3 police support staff and 3 reserve officers.

The City will be holding an informational meeting for potential attorneys/firms who may wish to submit a proposal. This meeting will take place at 9:30 a.m. on Thursday, December 18, 2008. Location: Council Chambers in the Gig Harbor Civic Center, 3510 Grandview Street. Attendance at this meeting is not required.

**B. SCOPE OF WORK**

1. Represent the City in the prosecution of all criminal misdemeanor violations.
2. Represent the City on all contested hearings represented by counsel.
3. Responsible for all aspects of prosecution including: investigation, arraignments, pre-trial hearings and motions, bench and/or jury trials, sentencing, review hearings and appeals.
4. Follow cases through sentencing procedures and manage criminal appeals.
5. Provide legal research, training and assistance to the Police Department in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
6. Prepare cases for prosecution including contacting the Police Department, witnesses, victims and defense attorneys.
7. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
8. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes.
9. Handle civil code enforcement matters in District Court as requested by the City's Code Enforcement Officer.
10. Attend quarterly Court meetings and provide input on Court policy matters.
11. Represent the City in any RALJ (Rules for Appeal of Decisions of Courts of Limited Jurisdiction) appeals from criminal cases.

12. Represent the City in all Civil Infractions where the defendant is represented by counsel; This includes providing discovery documents and information.
13. Represent the City in civil forfeiture hearings under RCW Title 69 (drug seizures).
14. The Prosecuting Attorney's duties shall not include the following:
  1. Civil proceedings not listed above.
  2. Civil traffic proceedings not listed above.
  3. The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor.

### **C. EXAMPLES (not all-inclusive) OF WORK PERFORMED**

1. Review cases filed by police.
2. Make charging decisions, if necessary.
3. Communicate to victims and officers of charging decision.
4. Subpoena witnesses.
5. Lead case through the court process.
6. Work with the Police Chief to improve effectiveness.

### **D. EVALUATION PROCESS**

Step 1: Written proposals will be reviewed for compliance with the requirements listed in Section H of this RFP. Those that comply will go to Step 2.

Step 2: Written proposals will be reviewed and evaluated by the Evaluation Committee. The Evaluation Committee will be comprised of the Mayor, City Administrator, Police Chief, a Police Guild representative, and member of the City Council Finance & Safety Committee. The City reserves the right to change the makeup of this committee at any time during the process.

Step 3: Up to 5 of the attorney/law firms whose written proposal received the highest scores will be interviewed by the Evaluation Committee. The interview will include the individual or individuals who will be designated to perform the services under the contract. The Evaluation Committee will make a recommendation to the Mayor, and the Mayor will select the attorney/firm to be recommended to City Council.

Step 4: The City will conduct reference checks for one or more of the finalist attorney/law firm(s). The City Administrator will notify the attorney/law firm that is selected as determined by the Evaluation Committee.

Step 5: Contract negotiations will commence with the selected attorney/law firm. The Mayor will appoint the prosecuting attorney, subject to confirmation by City Council and approval of the contract.

Step 6: If negotiations with the initially selected attorney/law firm fail to produce a contract, then the City reserves the right to enter into negotiations with one or more law firms/private attorneys.

## **E. EVALUATION CRITERIA**

For selection of the finalist law firms, the written proposals will be scored using the following scoring system:

1. 20%, the attorney/law firm experience, that includes length of time in business, or practice, criminal law experience and other matters relating to relevant experience.
2. 20%, reputation and qualifications of the specific individuals to be assigned to act as the in court prosecutor.
3. 20%, competitiveness of the attorney/law firm fee structure.
4. 20%, the effectiveness of the attorney/law firm to perform as a prosecutor, based upon references relating to work in criminal courts of limited jurisdiction.
5. 20%, the attorney/law firm's experience and effectiveness in providing thorough and timely legal briefs and training to police officers to improve case quality.

## **F. STATEMENT OF QUALIFICATIONS REQUIREMENTS**

1. Identification of the individual or individuals who will be assigned to perform the services under this contract, and description of his or her relevant qualifications and experience. Five or more years experience as a prosecutor in criminal matters in court is preferred.
2. Description of attorney/law firm practice and services the firm is capable of providing, including an explanation of how these services will best meet the City's needs.
3. A list of references regarding reputation and qualifications of the law firm/associate designee assigned to prosecutorial duties or private attorney.
4. Evidence of being member in good standing of Washington State Bar Association.
5. Disclosure of any pending disciplinary action, litigation or judgments rendered against the attorney/law firm in any matter relating to professional activities of the firm, including any pending complaints to the Washington State Bar Association.

## **G. FEES AND OTHER INFORMATION**

1. Proposals shall clearly set forth the proposed basis for fees. This shall include all proposed hourly rates or flat fees to be charged. If different fees are proposed by attorney or type of service, such information shall be included in the proposal.
2. The contract will require that the prosecuting attorney or an equal representative be accessible 24 hours a day.
3. The contract will require that the prosecuting attorney shall not take any defense cases, except for superior court civil cases, in the greater Gig Harbor area (Gig Harbor and Key Peninsulas).

## **H. INSTRUCTIONS**

All proposals must be in a sealed envelope and clearly marked "Statement of Qualifications-Prosecution Services." Statements must be received by 4:00 p.m. on Friday, January 9, 2009. This should be a complete and stand-alone package. Four copies must be provided. All inquiries should be directed to the City Clerk.

All proposals are to be mailed or delivered to:

Molly Towslee, City Clerk  
Gig Harbor Civic Center  
3510 Grandview Street  
Gig Harbor, WA 98335

**PROSECUTING ATTORNEY AGREEMENT**

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the “City” and \_\_\_\_\_ hereinafter referred to as the “Prosecuting Attorney.”

WHEREAS, the parties desire to define the services to be provided by the Prosecuting Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

**Terms.**

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

Section 2. Duties.

A. The Prosecuting Attorney shall be principally responsible for performing all work involving criminal prosecution for the City. The following list of duties is illustrative of the services to be performed by the Prosecuting Attorney, but is not necessarily inclusive of all duties:

1. Represent the City in the prosecution of all criminal misdemeanor violations.
2. Represent the City on all contested hearings represented by counsel.
3. Responsible for all aspects of prosecution including: investigation, arraignments, pre-trial hearings and motions, bench and/or jury trials, sentencing, review hearings and appeals.
4. Follow cases through sentencing procedures and manage criminal appeals.
5. Provide legal research, training and assistance to the Police Department in all criminal matters, including statutory interpretation, enforcement issues, and case decisions.
6. Prepare cases for prosecution including contacting the Police Department, witnesses, victims and defense attorneys.
7. Provide advice and representation in criminal forfeiture hearings, search warrant review and similar matters.
8. Provide occasional training for law enforcement officers and advise the department regarding substantial statutory or case law changes.
9. Handle civil code enforcement matters in District Court as requested by the City’s Code Enforcement Officer.
10. Attend quarterly Court meetings and provide input on Court policy matters.

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12. Represent the City in all Civil Infractions where the defendant is represented by counsel; This includes providing discovery documents and information.
13. Represent the City in civil forfeiture hearings under RCW Title 69 (drug seizures).
14. The the prosecuting attorney or an equal representative be accessible 24 hours a day.
15. The Prosecuting Attorney shall not take any defense cases, except for superior court civil cases, in the greater Gig Harbor area (Gig Harbor and Key Peninsulas).

- B. The Prosecuting Attorney's duties shall not include the following:
1. Civil proceedings not listed in Section 2(A).
  2. Civil traffic proceedings not listed in Section 2(A).
  3. The responsibilities of the City Attorney, as provided in the City Attorney's contract with Gig Harbor.

Section 3. Compensation.

A. The rates charged by the Prosecuting Attorney for the legal services described in this Agreement are:

\$ \_\_\_\_\_ per month.  
[If not included in the monthly fee: \$ \_\_\_\_\_ for services not included in the base fee.]

The City shall be responsible for costs associated with any expert witnesses required to be subpoenaed for civil traffic matters.

B. These rates are effective for \_\_\_ year(s), and are subject to renegotiation yearly thereafter.

Should the Court Calendar change so that court will regularly be held more than one day per week, this shall constitute a substantial change in the Prosecuting Attorney's work load and therefore be cause to immediately allow renegotiation of the monthly rate of compensation.

C. Reimbursable Costs. The Prosecuting Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees and other similar expense items.

Section 4. Equipment and Other Resources. The Prosecuting Attorney shall provide his/her own cell phone, access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc. In addition, the Prosecuting Attorney shall be responsible for all costs associated with maintaining his/her license to practice

law in the State of Washington, including but not limited to costs relating to continuing legal education and bar dues. For the City's convenience, a private office with computer, city e-mail account and internet access may be provided for use by the Prosecuting Attorney.

Section 5.     Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

A.     **Automobile Liability** insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage. The Automobile Liability coverage shall have a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.

B.     **Professional Liability** insurance shall be written with limits no less than \$1,000,000 per claim and \$2,000,000 policy aggregate limit.

The Prosecuting Attorney's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.

The Prosecuting Attorney's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

Section 6.     Independent Contractor. The Prosecuting Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligation to pay to the Prosecuting Attorney or any of his employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the Prosecuting Attorney which may arise as an incident of the Prosecuting Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the Prosecuting Attorney.

Section 7.     Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the City under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the Prosecuting Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 8.     Hold Harmless. The Prosecuting Attorney and the Law Office of \_\_\_\_\_ agrees to indemnify, hold harmless and defend the City, its

elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the Prosecuting Attorney in the performance of this Agreement, except for claims or damages caused by the sole negligence of the City. The City agrees to indemnify, hold harmless, and defend the Prosecuting Attorney and the Law Office of \_\_\_\_\_ from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents in the performance of this Agreement, except for claims or damages caused by the sole negligence of the Prosecuting Attorney. In the event a court of competent jurisdiction finds that the City and Prosecuting Attorney are concurrently negligent, then each party shall be responsible for the extent of its own negligence.

Section 9. Rules of Professional Conduct. All services provided by the Prosecuting Attorney and the Law Office of \_\_\_\_\_ under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 10. Subcontracting or Assignment. The Prosecuting Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. However, services performed under the terms of this contract may be performed by any qualified partner or associate attorney of \_\_\_\_\_. When the City Prosecutor's office must recuse itself from a case to avoid violation of the Rules of Professional Conduct, it shall be the responsibility of the office of the Prosecuting Attorney to provide a qualified conflict attorney to represent the City.

Section 11. Notices. Notices required by terms of this Agreement shall be sent to the other party at the following addresses, unless otherwise requested, in writing, by one of the parties hereto:

TO THE CITY:  
Attn: City Administrator  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA 98335

TO THE PROSECUTING ATTORNEY:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Section 12. Applicable Law, Venue, Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event any suit, arbitration, or other proceeding is instituted to enforce any term of this Agreement, the parties specifically understand and agree that venue shall be properly laid in Pierce County, Washington or the U.S. District Court, Western District. The prevailing party in any such action shall be entitled to its reasonable attorney's fees and costs of suit.



Section 13. 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 Prosecuting Attorney.

Section 14. 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. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

Section 15. Agreement Not Enforceable by Third Parties. This Agreement is neither expressly nor impliedly intended for the benefit of any third party and is neither expressly nor impliedly enforceable by any third party.

Section 16. Severability. If any section, sentence, clause or phrase of this Agreement 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 Agreement.

**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement as of the date and year first above written.

Dated this \_\_ day of \_\_\_\_\_, 2009.

**CITY OF GIG HARBOR**

**PROSECUTING ATTORNEY**

By \_\_\_\_\_  
Mayor Charles L. Hunter

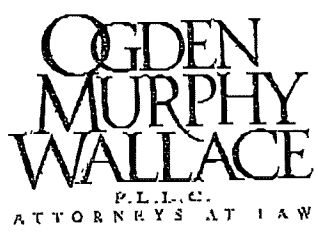
By \_\_\_\_\_

ATTEST/AUTHENTICATED:

By \_\_\_\_\_  
City Clerk Molly Towslee

APPROVED AS TO FORM:

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



**FACSIMILE TRANSMITTAL SHEET**

<b>Date Transmitted</b>
December 2, 2008

<b>Attention</b>	<b>Fax Number</b>	<b>Total Pages (w/Cover Page)</b>
Rob Karlinsey City of Gig Harbor	253-851-8563	

Original:  Forwarded  Not Forwarded

<b>Sender/Assistant</b>	<b>Fax Number</b>	<b>Phone Number</b>
Angela S. Belbeck/gjz	206.447.0215	206.447.7000

<b>OMW Accounting (C/M) No.:</b> 00008/900000	<b>OMW Billing No.:</b>
---	-------------------------

**RE:** Prosecuting Attorney Agreement

**NOTES:**

Rob:

The RFQ looks fine as is. See the changes noted on attached draft. Please call with any questions.

Angela

**CONFIDENTIALITY NOTICE**

The document(s) accompanying this facsimile transmission contains information from the Law Firm of Ogden Murphy Wallace, P.L.L.C. which is confidential or privileged. The information is intended to be for the use of the individual or entity named on this transmittal sheet. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of the contents of this transmitted information is prohibited. If you have received this facsimile in error, please notify us by telephone immediately so that we can arrange for the retrieval of the original documents at no cost to you.

## PROSECUTING ATTORNEY AGREEMENT

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City" and \_\_\_\_\_ hereinafter referred to as the "Prosecuting Attorney."

WHEREAS, the parties desire to define the services to be provided by the Prosecuting Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

### Terms.

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*(In addition, the Pros. Atty shall be responsible for all costs associated with maintaining his or her license to practice law in the State of WA, including but not limited to costs relating to continuing legal education and bar dues.*

office with computer, city e-mail account and internet access may be provided for use by the Prosecuting Attorney.

~~Section 4. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore. (duplicate)~~

4  
Section 5. Insurance. The Prosecuting Attorney shall obtain and maintain insurance of the types and limits described below:

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~~Section 11. Assignment and Subcontract. Any assignment of this Agreement by the Prosecuting Attorney 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.~~

*(duplicate)*

10  
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TO THE CITY:  
 Attn: City Administrator  
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 3510 Grandview Street  
 Gig Harbor WA 98335

TO THE PROSECUTING ATTORNEY:  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first above written.

Dated this \_\_\_ day of \_\_\_\_\_, 2009.

**CITY OF GIG HARBOR**

**PROSECUTING ATTORNEY**

By \_\_\_\_\_  
Mayor Charles L. Hunter

By \_\_\_\_\_

ATTEST/AUTHENTICATED:

By \_\_\_\_\_  
City Clerk Molly Towslee

APPROVED AS TO FORM:

**New Business - 3**

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





**Subject:** WSDOT/City of Gig Harbor Interlocal Agreement for Design Review Services for BB16/Hospital Mitigation Improvements, Phase 2

**Proposed Council Action:** Approve the Ordinance as presented at the Second Reading.

**Dept. Origin:** Engineering Division

**Prepared by:** Stephen Misiurak, PE  
City Engineer

**For Agenda of:** December 8, 2008

**Exhibits:** WSDOT/City Interlocal Agreement

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CLH 12/9/08</u>
<b>Approved by City Administrator:</b>	<u>ROK</u>
<b>Approved as to form by City Atty:</b>	<u>See email</u>
<b>Approved by Finance Director:</b>	
<b>Approved by Department Head:</b>	<u>DJF 12/04/08</u>

Expenditure	Amount	Appropriation
Required \$195,000	Budgeted \$9,000,000	Required 0

**INFORMATION / BACKGROUND**

This agreement is similar to the current agreement in place between the City and WSDOT for City reimbursement of WSDOT incurred expenses pertaining to their design review costs.

This agreement will provide reimbursement to WSDOT for their review services pertaining to the Phase 2 of the Hospital Mitigation Improvements.

**FISCAL CONSIDERATION**

Please find the attached financial summary of costs attributable to the BB16/Hospital Mitigation Improvement Project. Funding for these services will be from Franciscan Health System.

**BOARD OR COMMITTEE RECOMMENDATION**

None.

**RECOMMENDATION / MOTION**

**Move to:**

**Recommend that Council approve the** WSDOT/City of Gig Harbor Interlocal Agreement for Design Review Services for the BB16/Hospital Mitigation Improvements, Phase 2 in the amount not to exceed One Hundred and Ninety Five Thousand Dollars, (\$195,000).

**From:** Fleites, Melanie  
**Sent:** Thursday, December 04, 2008 1:58 PM  
**To:** Towslee, Molly  
**Subject:** FW: Council Memos for Review  
**Attachments:** CSP0822 council memo Austin-Harborview Riverton-CTL 12-8-08.pdf; CSP0823 council memo WSDOT-COGH Interlocal Agreement Canterwood Phase 2.pdf; image003.png; image003.png

Molly- Here is Scott Snyder's response for these two council memos.

*Melanie Fleites*  
  
*Peace*

---

**From:** W. Scott Snyder [mailto:ssnyder@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 1:27 PM  
**To:** Fleites, Melanie  
**Cc:** Langhelm, Jeff; Misiurak, Steve  
**Subject:** RE: Council Memos for Review

Thanks. No questions or comments.

---

**From:** Fleites, Melanie [mailto:FleitesM@cityofgigharbor.NET]  
**Sent:** Wednesday, December 03, 2008 4:28 PM  
**To:** W. Scott Snyder  
**Cc:** Langhelm, Jeff; Misiurak, Steve  
**Subject:** Council Memos for Review

Hello Mr. Snyder—

David Stubchaer asked me to forward these documents to you via email for your review before the 12-8-08 City Council Meeting. Please feel free to contact the persons listed as having prepared the council memos or myself if you have any questions or concerns regarding these documents.

Thank you,

*Melanie Fleites*  
City of Gig Harbor  
engineering  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7561, (253) 853-7597 fax



Washington State  
Department of Transportation  
Douglas B. MacDonald  
Secretary of Transportation

Olympic Region Headquarters  
5720 Capitol Boulevard, Tumwater  
P.O. Box 47440  
Olympia, WA 98504-7440

360-357-2600  
Fax 360-357-2601  
TTY: 1-800-833-6388  
www.wsdot.wa.gov

October 21, 2008

Gig Harbor  
Steve Misiurak  
City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335

RECEIVED

OCT 23 2008

CITY OF GIG HARBOR  
ENGINEERING

RE: SR 16, MP 14.86 Vicinity  
Burnham Dr. I/C Mitigation Improvements Phase 2  
JC4000

Dear Mr. Misiurak,

Phase 2 of the improvements necessary for mitigation of traffic impacts to SR 16 requires additional technical review and approval by the Department and coordination prior to construction. The actual direct and related expenses associated with the review process are the obligation of the City of Gig Harbor. Such costs include, but are not limited to: technical plan reviews, correspondence, agreement preparation and meetings. The anticipated design review requirements are attached.

A reimbursable account number will be assigned to your project upon receipt and approval of this signed letter of authorization. *Any costs incurred by the Department on behalf of this project will be billed on a monthly basis to the name and address listed above unless requested otherwise.* Failure to pay in full each month will stop the review and approval process. This agreement is for a maximum of \$195,000 (approximately 125% of the attached estimate). If review services costing more than \$195,000 are necessary, this agreement will need to be supplemented. Per existing agreement OH-00206, no administrative overhead will be charged.

Please provide the appropriate endorsement below, including Tax Identification Number (T.I.N.), acknowledging the terms and conditions of the review process.

Upon receipt and approval of this endorsed letter, the Department will sign and return a copy of the approved letter for your files. Should you have any questions, please contact Neal Campbell at (360) 357-2666.

Sincerely,

Neal J. Campbell, P.E.  
Olympic Region Local Programs Engineer

**PROPONENT'S ENDORSEMENT BY:**

**WSDOT APPROVAL BY:**

Signature \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
T.I.N. 91-6001435  
Date \_\_\_\_\_

\_\_\_\_\_  
Neal J. Campbell  
Region Local Programs Engineer  
Date \_\_\_\_\_

# Olympic Region Tacoma PEO Design Estimate

New Business - 4

SR: 16	Milepost: 14.9 Vic.	9/23/2008		
DESCRIPTION: SR16 Burnham Dr. I/C Phase 2 Mitigation Improvements			Estimator: M. Steingrebe	
Design Unit	\$/MO	PS&E Mths	TOTAL	NOTES
<b>Tacoma PEO Design</b>				
E3 Design Engineer	8,863.36	3	\$26,590.08	
E2 Designer	8,131.20		\$0.00	
E1 Designer	7,467.68	0.5	\$3,733.84	
Technician Cadd	7,467.68		\$0.00	
Survey Crew	15,598.88		\$0.00	
			\$0.00	
Field Office Review	8,863.36	1	\$8,863.36	
Ad & Award to Execution Prep	15,000.00	1	\$15,000.00	
<b>Traffic</b>			\$0.00	
Signing/Delineation	5,000.00	1	\$5,000.00	
Signals			\$0.00	
Illumination	5,000.00	1	\$5,000.00	
Traffic Control	10,000.00	1	\$10,000.00	
			\$0.00	
Traffic Detours/Haul Routes			\$0.00	
			\$0.00	
			\$0.00	
<b>Utilities</b>	5,000.00	1	\$5,000.00	
			\$0.00	
<b>Geotechnical</b>	10,000.00	2	\$20,000.00	
			\$0.00	
<b>Bridge</b>	5,000.00	1.5	\$7,500.00	
			\$0.00	
<b>Hydraulics</b>	3,000.00	1	\$3,000.00	
			\$0.00	
<b>Environmental</b>	2,000.00	1	\$2,000.00	
			\$0.00	
<b>Local Programs</b>	5,000.00	1	\$5,000.00	
			\$0.00	
<b>Maintenance</b>	5,000.00	1	\$5,000.00	
			\$0.00	
<b>Plans Office</b>	10,000.00	1.75	\$17,500.00	
			\$0.00	
<b>R/W Plans</b>	5,000.00	1	\$5,000.00	
Title Reports			\$0.00	
Review & Process.			\$0.00	
			\$0.00	
<b>Region Plan Review &amp; OSC Printing</b>	10,000.00	1	\$10,000.00	
			\$0.00	
			\$0.00	
<b>Other:</b>			\$0.00	
<b>Landscape</b>	500.00	1	\$500.00	
<b>Real Estate Services</b>			\$0.00	
<b>Geographic Services</b>			\$0.00	
<b>Public Information Office</b>			\$0.00	
			\$0.00	
<b>GRAND TOTAL</b>		21.75	\$154,687.28	

RECEIVED  
OCT 23 2008  
CITY OF GIG HARBOR  
ENGINEERING

## BB16 INTERIM IMPROVEMENTS ESTIMATED COST SUMMARY

Updated: 12/3/08

## Canterwood/BB16 Budget Phase 1

Design	
Original Contract with DEA	\$1,512,160
WSDOT Design Review Services	\$72,631
<i>subtotal</i>	\$1,584,791

Construction	
Project Management	
WSDOT Project Management (includes material testing)	\$570,856
DEA Project Assistance	\$242,670
<i>subtotal</i>	\$813,526

Construction	
Canterwood Construction Contract	\$3,772,736
Storm Vault & Box Culvert (ordered/paid for by FHS)	\$406,113
Fire Station Coverage (5/26, 5/30, & Aug 2008)	\$47,657
Fire Station Coverage (September 2008)	\$66,648
Fire Station Coverage (October 2008)	\$17,199
Fire Station Coverage (November 2008 est.)	\$8,600
Wetland mitigation property purchase (cash portion)	\$125,750
<i>subtotal Construction</i>	\$4,444,702
Field Orders	
Field Order #1 --processed	\$1,089
Field Order #2 --processed	\$49,664
Field Order #3 --processed	\$42,607
Field Order #4 --processed	\$3,960
Field Order #5	\$1,000
Field Order #6	\$1,950
Field Order #7	\$1,000
<i>subtotal Field Orders</i>	\$101,270
<i>Note: First \$300k of field orders is paid from a \$300k Contingency</i>	
Field Orders Above Contingency Amount	\$0
<i>subtotal</i>	\$4,444,702

<b>TOTAL PHASE 1 ESTIMATE</b>	<b>\$6,843,000</b>
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## Canterwood/BB16 Budget Phase 2

Design	
Design Contract (Additional amount requested by DEA)	\$640,000
WSDOT Design Review Services	\$195,000
WSDOT Geotechnical Services	\$50,000
<i>subtotal</i>	\$885,000

Place-holder value - proposal from WSDOT pending - subject to change

Construction	
Project Management	
WSDOT Project Management (includes material testing)	\$975,000
Project Assistance	\$390,000
<i>subtotal</i>	\$1,365,000
Construction	
Phase 2 Construction Contract	\$6,500,000
5% Field Orders	\$325,000
<i>subtotal</i>	\$6,825,000

<b>TOTAL PHASE 2 ESTIMATE</b>	<b>\$9,075,000</b>
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<b>Total Interim Improvements Estimated Cost</b>	<b>\$15,918,000</b>
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**Subject:** BB16/Hospital Mitigation Improvements Project, Phase 2; supplement to design contract with David Evans and Associates.

**Proposed Council Action:** Approve the supplement to the current consultant services contract with David Evans and associates in an amount not to exceed \$637,826.75.

**Dept. Origin:** Public Works

**Prepared by:** David Stubchaer, PE  
Public Works Director

**For Agenda of:** December 8, 2008

**Exhibits:** Summary Letter; Supplement #1  
Scope of Work; Cost Estimate; sub-consultant  
Scope & Fee

**Concurred by Mayor:**

Initial & Date

*CLH 12/4/08*

**Approved by City Administrator:**

*RDK 12/4*

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:**

*DJF 12/4/08*

Expenditure Required	\$637,826.75	Amount Budgeted	\$9,000,000	Appropriation Required	\$0
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**INFORMATION / BACKGROUND**

The proposed Contract Amendment #1, in the amount of \$637,826.75 provides additional funding for completion of the final design for Phase 2 of the BB16/Hospital Mitigation Improvements Project (CSP-0823). This includes preparation of plans, specifications, cost estimate, and bidding documents as described in the attached scope of services.

**FISCAL CONSIDERATION**

Funding for this supplement in the amount of \$637,826.75 will be provided by Franciscan Health System (FHS). FHS is being provided the attached scope of work and fee estimate along with the financial summary sheet for their information and has agreed with moving forward with this amendment.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Approve supplement #1 to the agreement between City of Gig Harbor and David Evans & Associates to design the interim improvements to the SR16/Burnham/Borgen interchange in an amount not to exceed \$637,826.75.

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**From:** W. Scott Snyder [mailto:ssnyder@omwlaw.com]  
**Sent:** Thursday, December 04, 2008 1:27 PM  
**To:** Fleites, Melanie  
**Cc:** Langhelm, Jeff; Misiurak, Steve  
**Subject:** RE: Council Memos for Review

Thanks. No questions or comments.

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**From:** Fleites, Melanie [mailto:FleitesM@cityofgigharbor.NET]  
**Sent:** Wednesday, December 03, 2008 4:28 PM  
**To:** W. Scott Snyder  
**Cc:** Langhelm, Jeff; Misiurak, Steve  
**Subject:** Council Memos for Review

Hello Mr. Snyder—

David Stubchaer asked me to forward these documents to you via email for your review before the 12-8-08 City Council Meeting. Please feel free to contact the persons listed as having prepared the council memos or myself if you have any questions or concerns regarding these documents.

Thank you,

*Melanie Fleites*  
City of Gig Harbor  
engineering  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 853-7561, (253) 853-7597 fax  
[fleitesm@cityofgigharbor.net](mailto:fleitesm@cityofgigharbor.net)



**BB16 INTERIM IMPROVEMENTS ESTIMATED COST SUMMARY**

Updated: 12/3/08

**Canterwood/BB16 Interim Improvements Budget Phase 1**

<b>Design</b>	
Original Contract with DEA	\$1,512,160
WSDOT Design Review Services	\$72,631
<i>subtotal</i>	<b>\$1,584,791</b>

<b>Construction</b>	
<b>Project Management</b>	
WSDOT Project Management (includes material testing)	\$570,856
DEA Project Assistance	\$242,670
<i>subtotal</i>	<b>\$813,526</b>

<b>Construction</b>	
Canterwood Construction Contract	\$3,772,736
Storm Vault & Box Culvert (ordered/paid for by FHS)	\$406,113
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Fire Station Coverage (October 2008)	\$17,199
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Wetland mitigation property purchase (cash portion)	\$125,750
<i>subtotal Construction</i>	<b>\$4,444,702</b>
<b>Field Orders</b>	
<i>Field Order #1 --processed</i>	\$1,089
<i>Field Order #2 --processed</i>	\$49,664
<i>Field Order #3 --processed</i>	\$42,607
<i>Field Order #4 --processed</i>	\$3,960
Field Order #5	\$1,000
Field Order #6	\$1,950
Field Order #7	\$1,000
<i>subtotal Field Orders</i>	<b>\$101,270</b>
<i>Note: First \$300k of field orders is paid from a \$300k Contingency</i>	
Field Orders Above Contingency Amount	\$0
<i>subtotal</i>	<b>\$4,444,702</b>

**TOTAL PHASE 1 ESTIMATE \$6,843,000****BB16 Interim Improvements Budget Phase 2**

<b>Design</b>	
Design Contract (Additional amount requested by DEA)	\$640,000
WSDOT Design Review Services	\$195,000
WSDOT Geotechnical Services	\$50,000
<i>subtotal</i>	<b>\$885,000</b>

Place-holder value - proposal from WSDOT pending - subject to change

<b>Construction</b>	
<b>Project Management</b>	
WSDOT Project Management (includes material testing)	\$975,000
Project Assistance	\$390,000
<i>subtotal</i>	<b>\$1,365,000</b>

<b>Construction</b>	
Phase 2 Construction Contract	\$6,500,000
5% Field Orders	\$325,000
<i>subtotal</i>	<b>\$6,825,000</b>

**TOTAL PHASE 2 ESTIMATE \$9,075,000****Total Interim Improvements Estimated Cost \$15,918,000**



**AMENDMENT No. 1 TO  
LOCAL AGENCY STANDARD CONSULTANT AGREEMENT  
BETWEEN THE CITY OF GIG HARBOR AND  
DAVID EVANS AND ASSOCIATES, INC.**

THIS AMENDMENT No. 1 is made to the AGREEMENT, dated November 13, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Hwy East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in providing Professional Engineering Services for State Route-16/Canterwood Blvd NW/Borgen Blvd NW Road Improvements 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 November 13, 2006 (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: Six Hundred Thirty-Seven Thousand, Eight Hundred Twenty-Six Dollars and Seventy-Five Cents (\$637,826.75). 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 \_\_\_\_\_, 200\_\_.

THE CITY OF GIG HARBOR

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

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

Notices to be sent to:

CONSULTANT  
David Evans and Associates, Inc.  
Attn: Michael Clark  
415 118<sup>th</sup> Ave. SE  
Bellevue, Washington 98005  
(425) 519-6500

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that 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: \_\_\_\_\_



<b>Supplemental Agreement Number <u>01</u></b>		Organization and Address	
Original Agreement Number		David Evans and Associates, Inc. 3700 Pacific Highway East, Suite 311 Tacoma, Washington 98424 Phone: (253) 922-9780	
Project Number		Execution Date 11/13/2006	Completion Date 6/30/2009
Project Title SR-16 / Canterwood Blvd NW / Borgen Blvd NW		New Maximum Amount Payable <b>\$ 2,149,987.50</b>	
Description of Work Extra work to develop construction bid documents for the Canterwood Blvd. NW Roadway (Phase 1) Mitigation Improvements and the SR 16 / Burnham Dr. NW (Phase 2) Mitigation Improvements			

The Local Agency of the City of Gig Harbor, Washington  
 desires to supplement the agreement entered into with David Evans and Associates, Inc., Tacoma, Washington  
 and executed on 11/13/2006 and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this supplement.

The changes to the agreement are described as follows:

I

Section 1, SCOPE OF WORK, is hereby changed to read:

See attached "Exhibit A-1 - Supplement 01, Scope of Work"

II

Section IV, TIME FOR BEGINNING AND COMPLETION, is amended to change the number of calendar days for completion of the work to read: All tasks to be completed by June 30, 2009

III

Section V, PAYMENT, shall be amended as follows:

The maximum amount payable is changed to \$2,149,987.50

as set forth in the attached Exhibit A, and by this reference made a part of this supplement.

If you concur with this supplement and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: David Evans and Associates, Inc.

By: City of Gig Harbor, Washington

*Michael Clark*  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

THE CITY OF GIG HARBOR

By: Michael Clark  
Its Principal

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

Notices to be sent to:

CONSULTANT  
David Evans and Associates, Inc.  
Attn: Michael Clark  
415 118<sup>th</sup> Ave. SE  
Bellevue, Washington 98005  
(425) 519-6500

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

[Signature]  
ASSOCIATE

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Lewis )

I certify that I know or have satisfactory evidence that Michael Clark 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 Nice President/office manager of David Evans & Associates Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 12/3/08

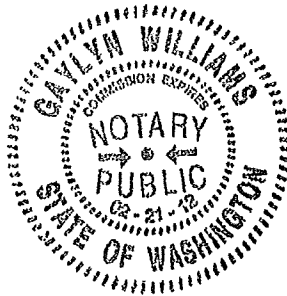
Caylyn Williams  
Caylyn Williams

(print or type name)

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

Tacoma

My Commission expires: 02/21/12





DAVID EVANS  
AND ASSOCIATES INC.

October 7, 2008

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

**SUBJECT: SR 16 / BURNHAM DRIVE NW I/C IMPROVEMENTS - C.S.P. 0608 (PHASE 2)  
CANTERWOOD BLVD. NW ROADWAY IMPROVEMENTS - C.S.P. 0817 (PHASE 1)  
REQUEST FOR REVIEW OF DRAFT SUPPLEMENTAL SCOPE OF SERVICES**

Dear Steve:

David Evans and Associates, Inc. (DEA) requests that the City of Gig Harbor (COGH) review the attached draft supplemental scope of services for the above referenced projects developed under the original agreement entitled "City of Gig Harbor SR-16 / Canterwood Boulevard NW / Borgen Boulevard NW Road Improvements" and dated November 13, 2006. This scope revision request involves work that has both been added and removed per City request. This request also involves work that has been added as a result of requirements by outside review and partner agencies such as the Washington State Department of Transportation (WSDOT) and the US Army Corps of Engineers (USACE).

The proposed supplemental scope of services removes specific elements of work which were not necessary for the completion of either phase of the FHS hospital traffic mitigation improvement project. These modifications are consistent with your letter dated October 24, 2007.

Additional modifications to the scope address City-requested work elements required to complete the Canterwood Blvd. NW Roadway Improvements (Phase 1) project. It is our understanding that the City requested that this additional work use funds initially allocated to the project's management reserve fund.

Completion of the SR 16 / Burnham Drive NW Interchange Improvements (Phase 2) project will require additional budget beyond the amount estimated in the original agreement. This assessment is based upon receiving prior requests for additional work from the City and our review of a draft agreement between WSDOT and COGH concerning the "SR 16 / Burnham I/C Interim Improvements" project. The City provided DEA with a copy of the draft agreement on September 23, 2008 for our consideration in drafting a supplemental scope of services. Our review of this draft concludes that this agreement requires COGH to provide WSDOT several project deliverables and include additional plans, specifications, and estimate (PS&E) review cycles that are outside of the original scope of services between COGH and DEA.

In general, the additional work elements identified for Phase 1 included additional work efforts for:

- Attending and preparing for added weekly and/or bi-weekly project coordination meetings with the City to accommodate the City's request for more frequent coordination meetings
- Attending additional coordination meetings with WSDOT in order to facilitate its review and approval process for the interchange Plan For Approval (PFA), hydraulic analysis, and environmental elements of the project



Mr. Steve Misiurak, P.E.  
 October 7, 2008  
 Page 2



- Addressing additional WSDOT review cycles due to our receipt of incomplete review comments on the submittals for the interchange PFA
- Completing additional topographic field surveys for elements such as picking up construction completed on Burnham Drive after the topographic survey base map had been completed
- Completing a geotechnical assessment for the presence of peat along the proposed Canterwood MSE walls and box culvert locations (Landau)
- Completing jack/bore overflow pipe design development
- Completing jack/bore overflow pipe geotechnical assessment (GeoEngineers)
- Completing additional traffic control plans for multiple lane and shoulder closure scenarios on SR 16 which were required to construct the jack/bore overflow pipe within WSDOT right-of-way
- Completing a review of the 90% PS&E submittal for conformance with the geotechnical report design recommendations (Landau)
- Completing a high level geotechnical downstream analysis for McCormick Creek (Landau)
- Preparing separate pre-procurement design submittals for the stormwater vault and box culvert
- Providing additional submittals for, and coordination with, the USACE to address the multiple review cycles and comments on the Joint Aquatic Resource Permit Application (JARPA)

In general, the additional work elements identified for Phase 2 include additional work efforts for:

- Attending and preparing for added weekly and/or bi-weekly project coordination meetings to ~~account for extending the project approximately one year beyond the originally identified~~ completion period of March 2008 to approximately March 2009
- Preparing a separate PS&E bid document package for Phase 2
- Preparing additional 60/90/100% design submittals per WSDOT/COGH agreement requirements
- Conducting additional topographic survey for recently installed and unidentified utility facilities
- Developing staging plans which illustrate a logical approach to construction staging
- Developing specific traffic control plans for setting up each construction stage
- Developing specific traffic control plans for work operations during each construction stage
- Developing structural design plans, details, and calculations for each non-standard retaining wall
- Providing an independent geotechnical review of the geotechnical analysis that was based upon the preliminary interchange design submitted to the City for review in September 2007 (HWA)
- Providing a geotechnical review of, and coordination with the development for, the revised/final retaining wall design types and locations (HWA)

Following the City's review of the attached draft supplemental scope of services, we welcome the opportunity to discuss any questions, comments, or suggestions. A draft budget to complete the work will follow an agreement in principal of the supplemental scope of services.

Thank you for your assistance and cooperation in working through the multiple phases of the project's design development. If you have any questions, please contact me by phone at (425) 586-9782 or by e-mail at [kaha@deainc.com](mailto:kaha@deainc.com).

Sincerely,

DAVID EVANS AND ASSOCIATES, INC.

Kirk Harris, P.E.  
 Project Manager

**SCOPE OF WORK**

**Supplement 01**

**SR-16 / CANTERWOOD BOULEVARD NW /  
BORGEN BOULEVARD NW ROAD IMPROVEMENTS**

**CANTERWOOD BLVD. NW ROADWAY  
PHASE 1 MITIGATION IMPROVEMENTS**

**SR 16 / BURNHAM DR. NW INTERCHANGE  
PHASE 2 MITIGATION IMPROVEMENTS**

**Prepared for:**

**CITY OF GIG HARBOR**

**Prepared by:**

**DAVID EVANS AND ASSOCIATES, INC.**

3700 Pacific Hwy. East

Tacoma, WA 98424

(253) 922-9780

**COGH0000-0032**

**November 13, 2008**

**CITY OF GIG HARBOR  
SR-16 / CANTERWOOD BOULEVARD NW / BORGEN BOULEVARD NW  
ROAD IMPROVEMENTS**

**OCTOBER 26, 2006  
(Supplement No. 1 November 13, 2008)**

**SCOPE OF SERVICES for SUPPLEMENT NO. 1**

**EXHIBIT A-1**

David Evans and Associates, Inc. (DEA) will provide professional engineering services to the City of Gig Harbor (City) for interim interchange improvements work for the City's general engineering services contract. The work will consist of the preparation of reports and plans to the contract document stage for engineering and environmental work in the North Gig Harbor area. Exhibit A-1 describes the Scope of Services that will be performed by DEA for the City. Exhibit E, Consultant Fee Determination, is the corresponding schedule of rates and estimated hours for this work.

It is DEA's intent to develop all plans with the concept of minimizing throwaway work when an ultimate interchange design is developed. It is understood that the City will continue to retain DEA under separate agreements that include work tasks for coordinating and working with WSDOT and other applicable agencies.

Work on this separate agreement has been informally described as "City Road Map" work. Work under these separate agreements wherein DEA coordinates with WSDOT and other project stakeholders will impact work on this scope of services by minimizing design options for the ultimate improvement of the SR-16 interchange at Borgen Boulevard NW and settling on one final design concept for the interchange. It will be DEA's intent to encourage WSDOT through work in the scope of services and others with the City to adopt a single point urban interchange (SPUI) design concept at this location. Refer to Work Task 10.

This supplemental scope of services removes work identified under the original agreement, outlines additional work requested to complete the Canterwood Blvd. NW Roadway Improvements project (Phase 1), and continues specific project development elements that are on the critical path for an advertisement date for bids in early spring 2009 for the SR 16 / Burnham Interchange Mitigation Improvements project (Phase 2).

This supplemental scope of services reflects the City's request to remove elements of the scope that have been determined to be unnecessary to complete the project or are a part of the long range solution to the interchange and will be completed under separate agreement. In general, these items include removal of work tasks for:

- Develop funding applications
- Participate with North Gig Harbor Traffic Options Committee
- Development of Right-of-Way Plans.
- Prepare Interchange Plan For Approval (SPUI Design).
- Investigate Development of HOV Lanes with Parallel Ramps.
- Prepare Preliminary and Final ECS for NEPA
- Work elements generically identified in the Management Reserve Fund which are: Value Engineering and Stakeholders Requested Work

This supplemental scope of services also reflects the City's request to add elements of work which were required and necessary to complete Phase 1 of the project. In general, these items include additional work efforts for:

- Attending and preparing for added weekly and/or bi-weekly project coordination meetings with the City and WSDOT to accommodate the City's request for more frequent coordination meetings
- Attending additional coordination meetings with WSDOT in order to facilitate its review and approval process for the interchange Plan For Approval (PFA), hydraulic analysis, and environmental elements of the project
- Addressing additional WSDOT review cycles due to our receipt of incomplete review comments on the submittals for the interchange PFA
- Completing additional topographic field surveys for elements such as picking up construction completed on Burnham Drive after the topographic survey base map had been completed
- Completing a geotechnical assessment for the presence of peat along the proposed Canterwood mechanically stabilized earth (MSE) and cast-in-place (CIP) walls near to and at the box culvert (Landau)
- Completing jack/bore overflow pipe design development
- Completing jack/bore overflow pipe geotechnical assessment (GeoEngineers)
- Completing additional traffic control plans for multiple lane and shoulder closure scenarios on SR 16 which were required to construct the jack/bore overflow pipe within WSDOT right-of-way
- Completing a review of the 90% PS&E submittal for conformance with the geotechnical report design recommendations (Landau)

- Completing a high level geotechnical downstream analysis for McCormick Creek (Landau)
- Preparing separate submittals of the design and specifications of the stormwater vault, manhole stormfilter, and box culvert for the purposes of pre-procurement by the City and its assigns
- Providing additional submittals for, and coordination with, the USACE to address the multiple review cycles and comments on the Joint Aquatic Resource Permit Application (JARPA)

This supplemental scope of services also adds elements of work which have been identified by either or both the City or WSDOT as necessary and/or required to complete the design of Phase 2 of the project. In general, these items include additional work efforts for:

- Attending and preparing for added weekly and/or bi-weekly project coordination meetings to account for extending the project approximately one year beyond the originally identified completion period of March 2008 to approximately March 2009
- Preparing a separate PS&E bid document package for Phase 2
- Preparing additional 60/90/100% design submittals and WSDOT design file documents per the requirements outlined in the interlocal agreement between WSDOT and the City
- Conducting additional topographic field surveys for recently installed and unidentified utility facilities. These utilities include underground cable, waterline, and gas facilities added as part of the hospital expansion project.
- Developing staging plans which illustrate a logical approach to construction staging
- Developing specific traffic control plans for setting up each construction stage
- Developing specific traffic control plans for work operations during each construction stage
- Developing structural design plans, details, and calculations for each non-standard retaining wall
- Providing an independent geotechnical review of the geotechnical analysis that was based upon the preliminary interchange design submitted to the City for review in September 2007 (HWA)
- Providing a geotechnical review of, and coordination with the development for, the revised/final retaining wall design types and locations (HWA)

Description of Project Area

The project area is generally described as the North Gig Harbor area and includes portions of Canterwood Boulevard NW, Borgen Boulevard NW, Burnham Drive NW, a portion of SR-16, the SR-16 and Borgen Boulevard NW interchange including its four ramps, and two roundabouts, one on the east side of SR-16 and one on the west side of SR-16.

More specifically, the project area is defined as:

- Roundabout 1 (The City's roundabout on the east side of SR-16)---The entire roundabout area.
- Roundabout 2 (WSDOT's roundabout on the west side of SR-16)---The entire roundabout area.
- Canterwood Boulevard NW---From Roundabout 1 approximately 1500 feet northerly to the southerly limits of the Saint Anthony's Hospital property line.
- Burnham Drive NW---From Sehmel Drive NW easterly to Roundabout 1 including the bridge structure.
- Burnham Drive NW---From Roundabout 1 southerly approximately 500 feet.
- SR-16---From approximately 2000 feet south to approximately 2000 feet north of the SR-16/Borgen Boulevard NW interchange bridge.
- SR-16 Ramp 1 (The northbound/westbound off-ramp from SR-16)---From Roundabout 1 southerly to the off taper from the SR-16 mainline and approximately 500 feet southerly of the off taper.
- SR-16 Ramp 2 (The northbound/westbound on-ramp to SR-16)---From Roundabout 1 northerly to the on taper to the SR-16 mainline and approximately 500 feet northerly of the on taper.
- SR-16 Ramp 3 (The southbound/eastbound off-ramp to SR-16)---From Roundabout 2 northerly to the off taper from the SR-16 mainline and approximately 500 feet northerly of the off taper.
- SR-16 Ramp 4 (The southbound/eastbound on-ramp to SR-16)---From Roundabout 2 southerly to the on taper to the SR-16 mainline and approximately 500 feet southerly of the on taper.

**PROJECT DESIGN CRITERIA AND BASIS OF WORK**

The project will be designed using American Association of State and Highway Transportation Officials (AASHTO), the Washington State Department of Transportation (WSDOT) Design Manual, Standard Plans, and Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Works Standards as guidelines for the development of the project.

The project's storm drainage systems will be designed using the most current addition of the WSDOT Hydraulics Manual.

The City will designate the basic premises and criteria for the design. Reports and plans will be developed in accordance with the latest edition and amendments (as of the date of signing of this Agreement) of the following documents. Changes in any design standards or requirements after work has begun may result in extra work.

Measurements:	English units.
Drafting Standard:	City of Gig Harbor Standards
Datum:	Horizontal-Pierce County, State Plane Coordinate System - NAD 83-91
Vertical	NAVD 88

WSDOT publications:

1. Washington State Department of Transportation/American Public Works Association (WSDOT/APWA), Standard Specifications for Road, Bridge, and Municipal Construction (M41-10), 2006 (English) edition (including the Division 1 APWA Supplement), as amended
2. WSDOT/APWA, Standard Plans for Road, Bridge, and Municipal Construction, [English] (M21-01)
3. WSDOT Construction Manual
4. WSDOT Design Manual (M22-01)
5. WSDOT Right of Way Manual
6. WSDOT General Special Provisions
7. WSDOT Traffic Manual (M51-02)
8. WSDOT Sign Fabrication Manual
9. WSDOT Highway Runoff Manual
10. Local Agency Guideline (LAG) Manual

U.S. Department of Transportation publications:

1. Manual on Uniform Traffic Control Devices for Streets and Highways

Other:

1. Washington State Regulations, Accessibility Design for All (ADA)
2. AASHTO Geometric Design for Highways and Streets, 2004
3. Turning Radii will be based upon a Pierce Transit Bus turning template and a WB-50 design vehicle for intersection improvements.
4. City's critical area ordinance, Chapter 18 GHMC.

The development of all project plans will follow the conditions and parameters established in the LAG Manual. Plans will be developed with the understanding that the City is a local agency. They will not be developed as WSDOT bid documents.

WSDOT will be the construction manager for the Phase 1 and Phase 2 projects. WSDOT has been, and will be integral in the design review process and will ultimately be a co-approving agency for the final design of the plans and specifications.

If in the future it is determined that WSDOT will require preparation of plans following the WSDOT format layout, this requirement would create the need for significant changes to the plans and require a substantial amount of more work for DEA. This work is not included in this scope of services.

The design of the project will follow the parameters and conditions established in the City of Gig Harbor 2005 Comprehensive Plan Amendments, Final Supplemental EIS, dated April 5, 2006.

Project design work will be performed assuming basic design parameters that will be acceptable to the City. Examples include but are not limited to the use of standard proprietary retaining walls such as modular block walls, gabion walls, standard and uniform landscape items and design, standard illumination standards and design, standard plan and profiles, and similar design criteria.



**GENERAL ASSUMPTIONS**

This Supplemental Scope of Services is based on the following assumptions:

- The original budget for Project Management elements of the Scope of Services was based on a project schedule of approximately 380 working days (to March 2008). The City's decision to divide the project into two separate bid packages, Phase 1 and Phase 2, has resulted in extending the overall project schedule to approximately 600 working days (to March 2009).
- Preparation of two separate PS&E bid packages, as requested in the City's letter dated March 5, 2008, requires more work effort than preparing one PS&E bid package as identified in the original scope of services.
- The level of effort for a given work task is limited to the amount of labor and expenses indicated in schedule or rates and estimated hours spreadsheet. Out-of-scope services or work beyond these limits will be considered as extra work. DEA reserves the opportunity to shift budget between work tasks and between labor and expenses.
- DEA will not submit/coordinate all work with the respective funding and approval agencies involved in the project. DEA will assist with the preparation of applicable funding applications and submittals. This work has been removed from the scope of work.
- Project environmental planning and permitting will be limited to preparing a SEPA document following the City environmental and planning standards. Preparing a NEPA categorical exclusion document has been removed from the scope of work.
- DEA shall endeavor to ensure that work tasks are completed within the hours shown for that work task. If the task is not completed within the allotted hours DEA and the City agree to review the level of effort needed to complete that task by hour, fee, scope, and/or schedule for that task.
- Work that will be submitted to WSDOT for review and approval will not be done in Microstation format. The development of plans and exhibits will be done in AutoCAD 2008 format.
- The project design is anticipated to be ready for advertisement in February 2009. Specific dates for the submittals and reviews for each of the PS&E development stages of the Phase 2 project will be determined collaboratively by the project team.

## **FIELD SURVEY WORK, DATA COLLECTION, AND BASE MAPPING**

### *Work Added (Phases 1 and 2):*

DEA will complete additional topographic field surveys in order to augment the survey base map. This work is considered additional services as the field survey preparation of the base map was to have been completed one time only. Additional work effort is necessary for DEA to field survey and add to the project base map the following items:

- Roadway improvements to Burnham Drive NW between the SR 16 undercrossing bridge and the City's six legged roundabout at the eastbound ramp. These improvements were constructed in summer 2007.
- Field locates by the City's crews of the City's sanitary sewer force main, its tracer wire box covers, and identified approximate depths to the top of pipe.
- Underground utility information for recently installed facilities (such as gas, water, and cable) or underground utility locations previously not identified in the field by the utility locate company. The City will identify or retain the services of an underground utility locate company to locate and mark additional underground utilities not previously pre-marked and surveyed in the field.
- 360 degree photos of the project site to collect panoramic photos of the existing project site which can be used for purposes of design development and construction management.

## **PRELIMINARY ENGINEERING DESIGN**

### *Work Added (Phase 2):*

DEA is required to prepare an Updated Preliminary Design set of the SR 16 / Burnham Drive NW Interchange (Phase 2) improvements for submittal to the City and WSDOT for their respective reviews. The updated plan set will include geometric design updates to the plans based upon the horizontal design of the WSDOT-approved interchange Plan For Approval (PFA).

## **FINAL ENGINEERING DESIGN AND PS&E DOCUMENTS**

### *Work Added (Phase 1):*

DEA will prepare the following deliverables for the Canterwood Roadway Improvements (Phase 1) project:

- Jack/bore overflow pipe design development

- Traffic control plans for multiple lane and shoulder closure scenarios on SR 16 which are required to construct the jack/bore overflow pipe within the WSDOT right-of-way
- Separate submittals of the design and specifications of the stormwater vault, manhole stormfilter, and box culvert for the purposes of pre-procurement by the City and its assigns.

Work Added (Phase 2):

DEA will prepare a separate final bid document package with plans, specifications, and an estimate (PS&E) apart from the Canterwood Roadway Improvements (Phase 1) project:

DEA will perform the following work elements for the SR 16 / Burnham Drive NW Interchange Improvements (Phase 2) project:

- 60%, 90%, 100%, and Final PS&E submittals to the City and WSDOT for the Phase 2 project which are consistent with the agreement titled "Agreement between the State of Washington and the City of Gig Harbor, SR 16 / Burnham I/C Interim Improvements".
- Illumination calculations and analysis using AGI software for the reconstructed illumination system within WSDOT right-of-way which is required due to the roadway widening improvements. Temporary illumination system for the interchange during its reconstruction. Crosswalk lighting design as part of the separate City system within City right-of-way. Provide assistance with the revised service agreement for the relocated WSDOT service cabinet.
- Intelligent Transportation Systems (ITS) plans as a result of impacts to the existing system. Add spare conduit and junction boxes within the City's right-of-way to accommodate future expansion.
- 60%, 90%, 100%, and Staging Plans at a 50:1 scale with channelization callouts. It is estimated that for each construction stage A-E, two separate work plans will be required. Staging plans will be 2 to 3 sheets each.
- Construction staging plans which illustrate a logical approach to construction staging of the Phase 2 project.
- Specific traffic control plans for setting up each construction stage of the Phase 2 project. Specific traffic control plans for work operations during each construction stage.
- Final Staging, Traffic Control and Detour Plans
  - Revise Staging Plans based on preliminary review comments.
  - Create Traffic Control plans at 50:1 scale. Assume 6 – 2 page plans per Stage A-E will be required.

- Create Detour plans using WSDOT Quad maps. Assume 8 -1 page Detour plans.
- Prepare WSDOT design file documents as outlined in the interlocal agreement between WSDOT and the City

Work Added (Phase 2 Retaining Walls):

Description:

DEA will provide the following services and prepare the listed deliverables associated with the proposed retaining walls for the SR 16 / Burnham Drive NW Interchange Improvements (Phase 2) project:

- Coordinate with geotechnical engineer regarding the soil design parameters and final recommendations
- Consult with roadway and construction engineers regarding the staging constraints and feasible wall types
- Coordinate with the City and WSDOT regarding the aesthetic treatment of the exposed wall surfaces of various wall types
- Update current wall drawings to show the final location, standard references, general details, and parameters of standard WSDOT CIP and MSE walls
- Modify current wall drawings to show the final location, specific details, and plan references for custom designed walls.
- Provide the City a potential boring location plan for areas where peat is anticipated so that WSDOT crews may provide the drill investigation
- Perform structural design of custom wall systems and provide accompanying construction specifications
- Develop associated structural plans, profile, sections, and details
- Develop quantities and construction cost estimates for wall systems
- Perform a QA/QC review of the wall package and review the entire PS&E package for consistencies with wall package

Assumptions:

The walls will be a combination of custom designed soldier pile walls (cantilever and tieback), proprietary MSE walls, or cast-in-place concrete WSDOT standard plans walls.

Custom walls are assumed based upon the Updated Preliminary Plan Set submittal for the City dated August 28, 2008 at the following locations:

- Wall A-1 (North of Burnham Dr. Wall): Maximum exposed height is approximately 14' tall; soldier pile cantilever wall with traffic barrier and pedestrian handrail on top, approximately 75' in length

- Wall A-2: (South of Burnham Dr. Wall): Maximum exposed height is approximately 12' tall; soldier pile cantilever wall with traffic barrier on top, approximately 90' in length
- Wall BL-1 (West of SR-16 EB on-ramp): Maximum exposed height is approximately 6' tall; soldier pile cantilever wall with single slope traffic barrier at front, approximately 100' in length. design for hydrostatic pressure and sloping backfill
- Wall BR-1 / B-1 (Burnham Drive Bypass Wall): Maximum exposed height is approximately 26' tall; soldier pile tieback wall with beam guardrail on top, approximately 175' long for BR-1 wall and 215' for B-1 wall
- Wall CR-1/C-2 (Canterwood Blvd Bypass Wall): Maximum exposed height is approximately 23' tall; soldier pile tieback wall with beam guardrail on top, approximately 250' long for CR-1 wall and 60' for C-2 wall

All other walls will be either proprietary MSE walls or standard CIP concrete walls per WSDOT standard plans, and will not require additional structural analysis or custom detailing.

Within two weeks of the submittal of the 60% plans by DEA, the City and/or WSDOT will provide requirements for aesthetic treatment of exposed wall surfaces, and preferences for coping or transition between wall types, and traffic guardrail, concrete barriers, and pedestrian rail attachments to retaining walls. This information is necessary to maintain project schedule.

Deliverables:

- 60% Intermediate submittal showing wall plans, profile, and typical details
- 90% Draft submittal showing wall plans, profile, and specific details. Also included in this PS&E package are: quantities, special provisions, construction schedule, and engineer's estimate of probable construction cost for walls
- 100% and Final PS&E submittals with hard and electronic copies of the documents
- Stamped structural engineering calculations

**RIGHT-OF-WAY PLANS**

Work Removed:

Right-of-way plans for the project, as identified in the scope of work of the original agreement, have been eliminated from the project as indicated in this supplemental scope of work. This involves work previously identified as Preliminary Right-of-Way Plans (WBS 030.04; 040.04; 060.04; 070.04; 080.04; 090.04) and Final Right-of-Way Plans (WBS 030.05; 040.05; 060.05; 070.05; 080.05; 090.05).

Work Added (Phase 2):

This task involves preparing an exhibit illustrating a change in the location of the turnback line on the east side of the interchange. It is anticipated that the turnback line will shift to allow the entirety of the southbound Canterwood to westbound SR 16 on ramp slip ramp to be within WSDOT right-of-way.

## **PROJECT MANAGEMENT**

### *Work Removed:*

- (WBS 010.08) Assist the City with the development of funding applications and preparation of required attachments. Work on this task will be done with the approval of the City.

### *Work Added (Phases 1 and 2):*

Work in this task includes project meetings, providing project updates to the City as requested, preparing and submitting invoices, developing a project schedule, providing project management and oversight and engineering supervision, making periodic site visits, and performing internal QA/QC review for the project.

DEA has been requested to attend and prepare for added weekly and/or bi-weekly project coordination meetings with the City and WSDOT to accommodate the City's request for more frequent coordination meetings.

The extension of the time due to breaking the hospital traffic mitigation project into two phases has also had the indirect effect increasing the project duration from the originally anticipated 380 working days which was to have concluded in March 2008, to 600 working days which is anticipated to conclude in March 2009. As such for the following Project Management work elements have required additional work effort:

- (WBS 010.02) Providing project management and professional engineering supervision.
- (WBS 010.03) Developing one initial project schedule and monthly project schedule updates;
- (WBS 010.04) Providing status reports to the City either verbally or in written form every two weeks documenting key issues and decisions made for the project;
- (WBS 010.05) Preparing and submitting monthly invoices to the City and performing project administrative duties as required.
- (WBS 010.06) Making site visits to determine whether design concepts can be practically implemented in the field;
- (WBS 010.07) Providing internal QA/QC review throughout the design process; and

**WORK TASK 5----ROUNDAABOUT AND BYPASS DESIGN REPORT AND IMPROVEMENT PLANS**

*Work Added:*

The original scope of work assumed and indicated that submittals to WSDOT would be limited to two submittals and two revisions by DEA to incorporate WSDOT comments only. Changes requested by WSDOT or the City thereafter were to be considered extra work. The following work elements resulted in additional work effort than originally outlined in the scope of work:

- Attending additional coordination meetings with WSDOT in order to facilitate its review and approval process for the interchange Plan For Approval (PFA), hydraulic analysis, and environmental elements of the project
- Addressing additional WSDOT review cycles due to our receipt of incomplete review comments on the submittals for the interchange PFA

**WORK TASK 10--- SR-16/BORGEN BOULEVARD NW INTERCHANGE DESIGN REPORT AND CONCEPTUAL PLANS**

*Work Removed:*

(WBS 100.02 – Long Term Design)

This work task will also include the development of an Interchange Plan for Approval (IPA) for a proposed new interchange design. It will review and develop long range concepts for the development of a single point urban interchange (SPUI) at this interchange. An alignment plan for each of the four SR-16 ramps will be established using a conceptual SPUI design that meets WSDOT design criteria as well as storage volume criteria established in the 2005 Comprehensive Plan Amendment SEIS. Tentative signal system criteria will be reviewed and documented.

Alignments for Phase 1 ramp widening work will be developed as well as alignments for ramps using an ultimate design concept which at this time is a SPUI concept. Cross sections will be run for each and compared to one another to determine if Phase 1 work can be made compatible with the ultimate design.

Plans will be developed to the 15% completion stage for a SPUI to replace the two existing roundabouts at this interchange. The conceptual plan will also look at what work can be done to minimize throw away work at this interchange.

(WBS 100.03 – Long Term Design)

Long range concepts such as the development of new lanes in SR-16 where the ultimate HOV lanes will reside will be studied. Project limits, geometric design criteria, a tentative roadway section, and a cost estimate will be developed for the HOV widening concept. Additional review of the existing bridge plans will be made after a tentative SPUI design is developed to determine how much of the existing bridge structure can be

used for the SPUI design. A tentative drainage plan will be developed that would accommodate additional storm water runoff that would be created if paving in the future HOV lane locations was to occur.

**WORK TASK 11---ENVIRONMENTAL DOCUMENTATION AND PERMITTING**

*Work Reclassified:*

It was determined by the City that preparation of environmental documents for NEPA would not be required due to the change in anticipated funding sources. The discipline report and technical memorandums that would have been prepared for NEPA, will still be necessary for SEPA. The ECS forms for the NEPA submittal will no longer be required as part of this project. All references in the original agreement to NEPA shall be changed to SEPA.

*Work Removed:*

**CE Documentation**

Prepare Preliminary ECS

In this Work Element an Environmental Classification Summary (ECS) will be prepared in accordance with requirements in the Local Agency Guidelines (LAG Manual) for preparation of a NEPA DCE. DEA will prepare a preliminary ECS using the information from the discipline reports. The ECS will be submitted with the Project Prospectus and Local Agency Agreement to the Region Local Programs Engineer for internal review.

Prepare Final ECS

- After reviewing comments from WSDOT and the City on the preliminary ECS, DEA will prepare a Final ECS.
- The Final ECS will be submitted to the Region Local Programs Engineer for FHWA's final concurrence. The Final ECS will be sent to resource agencies for information and coordination purposes.

*Work Added (Phase 1):*

Additional effort was expended investigating several potential wetland mitigation sites due to the limited availability and viability of sites in proximity to the project site. The scope of work in the original agreement estimated that only two potential wetland mitigation sites would be evaluated to determine if they may be suitable for development as a wetland mitigation area.

Additional submittals for, and coordination with, the USACE was required to address the multiple review cycles and comments on the Joint Aquatic Resource Permit Application (JARPA). The need to have the review of the City's project JARPA expedited in order to



gain approval prior to the scheduled construction of the project required significant coordination by DEA with each of the resource agencies. These agencies included USACE, Washington Department of Ecology (DOE), Washington Department of Fish and Wildlife (WDFW) and National Marine Fisheries (NMF).

### **SUBCONSULTANT SERVICES**

DEA will retain subconsultant services with the concurrence of the City to provide technical support. It is anticipated that subconsultant services under this supplemental scope of work will include the use of geotechnical firms to complete the tasks for both the Phase 1 and Phase 2 projects:

#### **Work Added (Phase 1):**

- Completing jack/bore overflow pipe geotechnical assessment (GeoEngineers)
- Completing a geotechnical assessment for the presence of peat along the proposed mechanically stabilized earth (MSE) and cast-in-place (CIP) walls along Canterwood near to and at the box culvert (Landau)
- Completing a review of the 90% PS&E submittal for conformance with the geotechnical report design recommendations (Landau)
- Completing a high level geotechnical downstream analysis for McCormick Creek (Landau)

#### **Work Added (Phase 2):**

- Providing an independent geotechnical review of the geotechnical analysis by Landau Associates that was based upon the preliminary interchange design submitted to the City for review in September 2007 HWA Geosciences Inc. (HWA). The review will include one (1) site reconnaissance visit to observe surface conditions and to gain a better understanding of the layout of the project.
- Providing a geotechnical review of, and coordination with the development for, the revised/final retaining wall design types and locations (HWA) This work will include the following subtasks:
  - a. Coordinate with DEA from 60% to final PS&E design of all retaining walls. We will participate in four (4) project coordination meeting at DEA's office in Tacoma, Washington.
  - b. Conduct geotechnical engineering evaluations for each of the required retaining walls.
  - c. Review and comment on the geotechnical aspects of the 60%, 90%, and 100% submittals. Provide input on geotechnical aspects of the project special provisions and/or specifications.

- d. Prepare a geotechnical design memorandum or report which summarizes and supports the actual wall designs, for inclusion with the project contract documents.
- e. Provide general project management and administration. Correspond with the design team regarding project deadlines, invoices, deliverables, etc. Prepare progress reports with each monthly invoice if requested.

**Assumption**

It is assumed no additional field exploration will be required to be completed by HWA to complete this work. If additional borings or test pits are determined to be necessary to be completed by HWA to complete the design, this will be considered additional services.

**MANAGEMENT RESERVE FUND**

In accordance with the City's letter dated October 24, 2007 the following generic elements in the scope of work are reclassified or removed from the agreement.

*Work Reclassified and Assigned to Other Tasks:*

- Work that needs review and approval by WSDOT beyond the two submittals and two re-reviews provided for in the Scope of Services;
- Provide for additional environmental or permitting services to complete work that may be required by a review or permitting agency that is not provided for within this Scope of Services; and

*Work Removed:*

- Provide for a Value Engineering (VE) study that may be requested by the City or an outside funding agency;
- Provide for additional work that may be requested by the City for stakeholders groups such as the North Gig Harbor Traffic Options Committee and is not provided for within this Scope of Services.

**EXCLUSIONS**

The following work tasks are not included in this Scope of Work and can be performed as extra work:

1. Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey.
2. Additional design or survey work for WSDOT, or providing them with engineering information or data that has not already been developed under the scope of work for

this project with the City. This includes additional survey work that WSDOT may request.

3. Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project plans. DEA will act on behalf of the City but it is understood that only the City has the authority to require the utilities to cooperate and provide requested information.

This Scope of Services identifies exclusions and assumptions to which DEA has relied in determining DEA's effort, fee, scope, and schedule for the project. DEA and the City agree to renegotiate these terms in the event an assumption or exclusion becomes invalid.

### **PROJECT COMPLETION**

DEA will work on the project immediately after receipt of a written notice to proceed from the City. Delivery dates noted herein are based on the assumption that review agencies make timely reviews and unusual or substantial mitigation measures are not required. It is assumed that WSDOT also make timely reviews and that they do not require unusual or substantial improvements to their facilities that were not contemplated in this scope of services. It is assumed that utility companies provide timely responses to requested information including "field pot-hole" elevation information.

It is anticipated that the Interim Interchange Improvement work will last longer than the originally anticipated date of March 2008 or approximately 380 working days, and instead will extend until approximately March 2009 or approximately 600 working days. Actual calendar days will be partially dependent upon receiving a written notice to proceed from the City and other delays that are outside the reasonable control of DEA.

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SR 16 / Burnham Drive NW Interchange - Phase 2 Scope of Work

1. HWA GeoSciences Inc. (HWA) will review the current 30% design by DEA and the existing geotechnical reports prepared by Landau Associates. This review will include one (1) site reconnaissance visit to observe surface conditions and to gain a better understanding of the layout of the project.
2. HWA will provide geotechnical review of and coordination with the development for the revised or final retaining wall types and locations. This work will include the following subtasks:
  - a. We will coordinate with DEA from 60% to final PS&E design of all retaining walls. We will participate in four (4) project coordination meeting at DEA's office in Tacoma, Washington.
  - b. We will conduct geotechnical engineering evaluations for each of the required retaining walls.
  - c. We will review and comment on the geotechnical aspects of the 60%, 90%, and 100% submittals. We will provide input on geotechnical aspects of the project special provisions and/or specifications.
  - d. We will prepare a geotechnical design memorandum or report which summarizes and supports the actual wall designs, for inclusion with the project contract documents.
  - e. We will provide general project management and administration. We will correspond with the design team regarding project deadlines, invoices, deliverables, etc. We will prepare progress reports with each monthly invoice if requested.

Assumption

1. We assume that sufficient field exploration data exists to complete this work. If additional borings or test pits are determined to be necessary to complete the design, this will be considered additional services.

HWA Ref: P6164  
 Date: 13-Oct-08  
 Revised Date 17-Oct-08  
 Prepared By: EOA



Project Cost Estimate  
 SR 16 / Burnham Drive NW Interchange  
 Phase 2 Retaining Walls  
 Gig Harbor Washington

Proposed Scope of Work: Geotechnical Engineering Support for 30% Design to Final PS&E.

ESTIMATED HWA LABOR:

WORK TASK DESCRIPTION	PERSONNEL & 2008 DIRECT SALARY RATES										TOTAL AMOUNT	
	Principal	Geol. VII	Engr. VI	Engr. III	Geol. IV	CAD	Admin.	TOTAL HOURS	TOTAL			
									Geol. VII	Engr. VI		Engr. III
Review Existing 30% Design Documents	2	\$60.00	\$45.67	\$31.25	\$31.76	\$20.77	\$23.51	10				\$494
Review Landau Geotechnical Reports	2		8	8				18				\$744
Site Reconnaissance Visit	8	8	8	8				32				\$1,611
Participate in four (4) project coordination meetings	16		32					48				\$2,492
Geotechnical engineering analyses	8	2	8	60				78				\$2,876
Draft geotechnical design report	4	2	12	24	4	4		50				\$1,853
Review geotechnical aspects of 60% design documents	2	2	4	8				16				\$682
Final geotechnical design report	2	2	8	16	4	4		36				\$1,291
Review geotechnical aspects of 90% design	2		4	8				14				\$562
Review geotechnical aspects of 100% design	2		4	4				10				\$437
Project management and correspondence			32					32				\$1,461
<b>TOTAL DIRECT SALARY LABOR:</b>	48	16	128	136	0	8	8	344				<b>\$14,502</b>

January 2009 Salary Escalation (5% of 50% of Labor) \$363  
 Updated 2009 Direct Salary Subtotal \$14,865  
 Updated Direct Salary Subtotal \$14,865

CONDITIONS

1. Access and right of entry will be arranged by the Owner or Client.
2. It is assumed that no additional field explorations will be required. If additional borings or test pits are needed to be prepared by HWA, this will be considered additional services.
3. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.

ESTIMATED DIRECT EXPENSES:

Mileage @ \$0.585/mile \$410  
 Reproduction and deliveries \$300  
 Miscellaneous expenses (parking, field supplies, etc.) \$295  
**TOTAL DIRECT EXPENSES: \$1,005**

PROJECT TOTALS AND SUMMARY:

Updated (to 2009) Direct Salary Subtotal \$14,865  
 Overhead at 199.61% of Direct Salary Subtotal \$29,671  
 Fixed Fee at 30% of Direct Salary Subtotal \$4,459  
 Direct Expenses \$1,005  
**GRAND TOTAL: \$50,000**

**EXHIBIT E-1**

**Consultant Fee Determination - Summary Sheet**  
 (Lump Sum, Cost Plus Fixed Fee, Cost Per unit of Work)  
**CITY OF GIG HARBOR GENERAL ENGINEERING SERVICES AGREEMENT**

David Evans and Associates, Inc.  
 Design

Classification	Direct Rate	Original Amount		Supplement No. 1		Revised Amount	
		Estimated Hours	Direct Salary Cost	Estimated Hours	Direct Salary Cost	Estimated Hours	Direct Salary Cost
Principal in Charge	\$70.00	72	\$5,040.00	34	\$2,380.00	106	\$7,420.00
Project Manager / Survey Manager	\$60.00	1,226	\$73,560.00	1,245	\$74,700.00	2,471	\$148,260.00
Project Engineer	\$45.00	2,155	\$96,975.00	676	\$30,420.00	2,831	\$127,395.00
Sr. Traffic Engineer	\$60.00	476	\$28,560.00	(60)	(\$3,600.00)	416	\$24,960.00
Design Engineer	\$32.50	0	\$0.00	2,016	\$65,520.00	2,016	\$65,520.00
Construction Engineer	\$37.50	0	\$0.00	208	\$7,800.00	208	\$7,800.00
CADD Technician / CADD Designer	\$26.00	2,024	\$52,624.00	888	\$23,088.00	2,912	\$75,712.00
Landscape Designer	\$28.00	568	\$15,904.00	60	\$1,680.00	628	\$17,584.00
Environmental Planner	\$31.00	746	\$23,126.00	(40)	(\$1,240.00)	706	\$21,886.00
Water Resources Engineer	\$45.00	80	\$3,600.00	48	\$2,160.00	128	\$5,760.00
Natural Resources Manager	\$62.00	146	\$9,052.00	(24)	(\$1,488.00)	122	\$7,564.00
Senior Scientist	\$35.00	784	\$27,440.00	200	\$7,000.00	984	\$34,440.00
Environmental Scientist	\$31.00	168	\$5,208.00	40	\$1,240.00	208	\$6,448.00
Senior GIS Specialist	\$25.00	212	\$5,300.00	0	\$0.00	212	\$5,300.00
Landscape Architect	\$36.50	544	\$19,856.00	60	\$2,190.00	604	\$22,046.00
Project Surveyor	\$40.00	212	\$8,480.00	(36)	(\$1,440.00)	176	\$7,040.00
Survey Technician	\$30.00	368	\$11,040.00	(81)	(\$2,430.00)	287	\$8,610.00
2-Person Survey Crew	\$48.00	393	\$18,864.00	44	\$2,112.00	437	\$20,976.00
Accounting Manager	\$30.00	20	\$600.00	24	\$720.00	44	\$1,320.00
Clerical / Administrative	\$21.00	585	\$12,285.00	54	\$1,134.00	639	\$13,419.00
<b>Total Hours</b>		<b>10,779</b>		<b>5,356</b>		<b>16,135</b>	
Direct Salary Cost			\$417,514.00		\$211,946.00		\$629,460.00
Salary escalation (1/2 of total hrs est. to be in 2008 with 5% esc.)			\$10,437.85		\$5,298.65		\$15,736.50
<b>Subtotal</b>			<b>\$427,951.85</b>		<b>\$217,244.65</b>		<b>\$645,196.50</b>
Overhead Cost @ 173.31%			\$741,683.35		\$376,506.70		\$1,118,190.05
Net Fee @ 30.00%			\$128,385.56		\$65,173.40		\$193,558.95
<b>Subtotal</b>			<b>\$1,298,020.76</b>		<b>\$658,924.75</b>		<b>\$1,956,945.50</b>
<b>Direct Non-Salary Cost</b>							
a) Reproduction - Plans	Original 2500 + 4500 Sheets @ \$1.00 / Sheet		\$2,500.00		\$4,500.00		\$7,000.00
Reports	100 + 180 Each @ \$25.00 / Each		\$2,500.00		\$4,500.00		\$7,000.00
b) Deliveries/Mail	50 + 50 Each @ \$15.00 / Each		\$750.00		\$750.00		\$1,500.00
c) Travel (Mileage / Tolls)			\$2,190.00		\$5,000.00		\$7,190.00
d) Underground Utility Locate			\$4,000.00		(\$3,000.00)		\$1,000.00
e) Traffic Control for Surveying Street/Hwy (Est. 60 Hrs @ \$70/Hr)			\$4,200.00		(\$4,200.00)		\$0.00
f) Production and Distribution of Project Newsletter			\$1,000.00		(\$1,000.00)		\$0.00
<b>Subtotal</b>			<b>\$17,140.00</b>		<b>\$6,550.00</b>		<b>\$23,690.00</b>
<b>DEA Design Subtotal</b>			<b>\$1,315,160.76</b>		<b>\$665,474.75</b>		<b>\$1,980,635.50</b>
<b>Subconsultants</b>							
Landau Associates -- Geotech and Hazardous Materials			\$66,000.00		\$12,352.00		\$78,352.00
Enviroanalysis -- Air/Noise			\$10,000.00		\$0.00		\$10,000.00
Butkus Consulting -- Re-write CERB Grant			\$6,000.00		(\$6,000.00)		\$0.00
Northwest Archaeological Associates -- Hist./Cultural			\$15,000.00		\$0.00		\$15,000.00
GeoEngineers -- Jack/Bore Investigation			\$0.00		\$16,000.00		\$16,000.00
HWA Geosciences -- Peer review / Final design review			\$0.00		\$50,000.00		\$50,000.00
<b>Subconsultant Total</b>			<b>\$97,000.00</b>		<b>\$72,352.00</b>		<b>\$169,352.00</b>
<b>REVISED PROJECT TOTAL</b>			<b>\$1,412,160.76</b>		<b>\$737,826.75</b>		<b>\$2,149,987.50</b>
<b>MANAGEMENT RESERVE FUND</b>			<b>\$100,000.00</b>		<b>(\$100,000.00)</b>		<b>\$0.00</b>
<b>PROJECT TOTAL</b>			<b>\$1,512,160.76</b>		<b>\$637,826.75</b>		<b>\$2,149,987.50</b>

**Project Cost Estimate**  
**SR 16 / Burnham Drive NW Interchange**  
**Phase 2 Retaining Walls**  
**Gig Harbor Washington**



HWA GEOSCIENCES INC.

HWA Ref: P6164  
 Date: 13-Oct-08  
 Revised Date 17-Oct-08  
 Prepared By: EOA

**Proposed Scope of Work:** Geotechnical Engineering Support for 30% Design to Final PS&E.

**ESTIMATED HWA LABOR:**

WORK TASK DESCRIPTION	PERSONNEL & 2008 DIRECT SALARY RATES										TOTAL HOURS	TOTAL AMOUNT	
	Principal	Geol. VII	Engr. VI	Engr. III	Geol. IV	CAD	Admin.						
Review Existing 30% Design Documents	2	\$60.00	\$45.67	\$31.25	\$31.76	\$20.77	\$23.51					10	\$494
Review Landau Geotechnical Reports	2		8	8								18	\$744
Site Reconnaissance Visit	8	8	8	8								32	\$1,611
Participate in four (4) project coordination meetings	16		32									48	\$2,492
Geotechnical engineering analyses	8	2	8	60								78	\$2,876
Draft geotechnical design report	4	2	12	24	4	4	4					50	\$1,853
Review geotechnical aspects of 60% design documents	2	2	4	8								16	\$682
Final geotechnical design report	2	2	8	16	4	4	4					36	\$1,291
Review geotechnical aspects of 90% design	2		4	8								14	\$562
Review geotechnical aspects of 100% design	2		4	4								10	\$437
Project management and correspondence			32									32	\$1,461
<b>TOTAL DIRECT SALARY LABOR:</b>	<b>48</b>	<b>16</b>	<b>128</b>	<b>136</b>	<b>0</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>8</b>	<b>344</b>	<b>\$14,502</b>

January 2009 Salary Escalation (5% of 50% of Labor) \$363  
 Updated 2009 Direct Salary Subtotal \$14,865  
 Updated Direct Salary Subtotal \$14,865

**CONDITIONS**

1. Access and right of entry will be arranged by the Owner or Client.
2. It is assumed that no additional field explorations will be required. If additional borings or test pits are needed to be prepared by HWA, this will be considered additional services.
3. All hours and items are estimated, and may be increased or decreased within the limits of the budget at the discretion of HWA's project manager.

**ESTIMATED DIRECT EXPENSES:**

Mileage @ \$.585/mile \$410  
 Reproduction and deliveries \$300  
 Miscellaneous expenses (parking, field supplies, etc.) \$295  
**TOTAL DIRECT EXPENSES: \$1,005**

**PROJECT TOTALS AND SUMMARY:**

Updated (to 2009) Direct Salary Subtotal \$14,865  
 Overhead at 199.61% of Direct Salary Subtotal \$29,671  
 Fixed Fee at 30% of Direct Salary Subtotal \$4,459  
 Direct Expenses \$1,005  
**GRAND TOTAL: \$50,000**

**EXHIBIT E-1**

**Consultant Fee Determination - Summary Sheet  
(Lump Sum, Cost Plus Fixed Fee, Cost Per unit of Work)  
CITY OF GIG HARBOR GENERAL ENGINEERING SERVICES AGREEMENT**

David Evans and Associates, Inc.  
Design

Classification	Direct Rate	Original Amount		Supplement No. 1		Revised Amount	
		Estimated Hours	Direct Salary Cost	Estimated Hours	Direct Salary Cost	Estimated Hours	Direct Salary Cost
Principal in Charge	\$70.00	72	\$5,040.00	34	\$2,380.00	106	\$7,420.00
Project Manager / Survey Manager	\$60.00	1,226	\$73,560.00	1,245	\$74,700.00	2,471	\$148,260.00
Project Engineer	\$45.00	2,155	\$96,975.00	676	\$30,420.00	2,831	\$127,395.00
Sr. Traffic Engineer	\$60.00	476	\$28,560.00	(60)	(\$3,600.00)	416	\$24,960.00
Design Engineer	\$32.50	0	\$0.00	2,016	\$65,520.00	2,016	\$65,520.00
Construction Engineer	\$37.50	0	\$0.00	208	\$7,800.00	208	\$7,800.00
CADD Technician / CADD Designer	\$26.00	2,024	\$52,624.00	888	\$23,088.00	2,912	\$75,712.00
Landscape Designer	\$28.00	568	\$15,904.00	60	\$1,680.00	628	\$17,584.00
Environmental Planner	\$31.00	746	\$23,126.00	(40)	(\$1,240.00)	706	\$21,886.00
Water Resources Engineer	\$45.00	80	\$3,600.00	48	\$2,160.00	128	\$5,760.00
Natural Resources Manager	\$62.00	146	\$9,052.00	(24)	(\$1,488.00)	122	\$7,564.00
Senior Scientist	\$35.00	784	\$27,440.00	200	\$7,000.00	984	\$34,440.00
Environmental Scientist	\$31.00	168	\$5,208.00	40	\$1,240.00	208	\$6,448.00
Senior GIS Specialist	\$25.00	212	\$5,300.00	0	\$0.00	212	\$5,300.00
Landscape Architect	\$36.50	544	\$19,856.00	60	\$2,190.00	604	\$22,046.00
Project Surveyor	\$40.00	212	\$8,480.00	(36)	(\$1,440.00)	176	\$7,040.00
Survey Technician	\$30.00	368	\$11,040.00	(81)	(\$2,430.00)	287	\$8,610.00
2-Person Survey Crew	\$48.00	393	\$18,864.00	44	\$2,112.00	437	\$20,976.00
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<b>Subconsultant Total</b>			<b>\$97,000.00</b>		<b>\$72,352.00</b>		<b>\$169,352.00</b>
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<b>PROJECT TOTAL</b>			<b>\$1,512,160.76</b>		<b>\$637,826.75</b>		<b>\$2,149,987.50</b>





**Subject:** AGREEMENT FOR LEGAL SERVICES

**Dept. Origin:** Administration

**Prepared by:** Rob Karlinsey

**Proposed Council Action:**

**For Agenda of:** December 8, 2008

**Exhibits:** Agreement

Initial & Date

Authorize the Mayor to execute an agreement for legal services with Ogden Murphy Wallace.

**Concurred by Mayor:**

CYH 12/5

**Approved by City Administrator:**

RBK 12/5

**Approved as to form by City Atty:** \_\_\_\_\_

**Approved by Finance Director:** \_\_\_\_\_

**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required (2009): Approx. \$225,000	Budgeted \$306,000	Required \$0

**INFORMATION / BACKGROUND**

The City recently conducted a public request for proposals process for its City Attorney services. Approximately 14 firms and/or attorneys responded to the request. As a result of an initial scoring process, six firms were selected for a first round of interviews, and then three finalist firms were selected for follow up interviews. Local residents, staff, the Mayor, and several City Council members participated in the interview process. As a result of the selection process and at its December 1, 2008 public hearing, the City Council selected the law firm of Ogden Murphy Wallace (OMW) to represent the City for City Attorney and other legal services. The City Council subsequently directed staff to negotiate an agreement for legal services and bring it back for Council approval.

The attached agreement is proposed for Council approval, and much of the language in the agreement is from the agreement that the City has been using for personnel legal services with OMW. Key points in the agreement are as follows:

- Angela Belbeck will be designated as lead City Attorney and will attend regular City Council meetings. Ms. Belbeck will provide regular, on-site office hours and will also be available via phone, email, and by teleconferencing (the equipment for which will be provided at OMW's cost).
- For the first 90 hours per month, basic attorney services (see page 1 of the agreement) will be provided at \$180 per hour. Note that personnel legal services are included in the basic services.

- For hours in excess of 90 per month and also for Additional Services (see page two of the agreement), \$225 per hour will be charged (also see rates of paralegals and associates on page 2 of the agreement).
- Once signed, the agreement shall remain in effect until terminated by either party. Either party may terminate the agreement with 60 days written notice. In approximately six months (in or before June 2009), the rates may be renegotiated based on the City's experience and usage of the firm's services.

**FISCAL CONSIDERATION**

Sufficient funds are allocated in the 2009 budget.

**BOARD OR COMMITTEE RECOMMENDATION**

See description of selection process above.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Mayor to execute an agreement for legal services with Ogden Murphy Wallace.

## AGREEMENT FOR LEGAL SERVICES

THIS AGREEMENT is entered into on the last date below written between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

WHEREAS, the City and OMW have agreed that OMW will provide certain legal services to the City and the parties desire to reduce their agreement to writing;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth below, the parties agree as follows:

A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$180 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

- a. Preparation for and attendance at two monthly regular meetings of the City Council, additional Council meetings, meetings of the Planning Commission or other boards and commissions as requested by the City.
- b. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.
- c. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
- d. With the exception of condemnation proceedings, preparation and review of documents and agreements, as well as consultation in real estate matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- e. Legal services rendered in connection with annexation proceedings up to the Boundary Review Board level.
- f. Legal services rendered in connection with code enforcement up to the Hearing Examiner or superior court level.
- g. Legal services rendered in connection with personnel matters, labor arbitrations and negotiations.

- h. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days and for one additional day of City Hall office hours per month, for which there will be no cost to the City).

2. Additional Services. OMW will provide additional services set out in this section at the following rate (“Additional Services Fee”):

Firm Members (Ms. Belbeck, Mr. Tanaka and Mr. Snyder):	\$225 per hour
Associates:	\$170 per hour
Paralegals:	\$ 90 per hour

The Additional Services include:

- a. All services rendered in connection with any actual litigation, arbitration, mediation, administrative hearings (including but not limited to the Growth Management Hearings Board, Shorelines Hearings Board, Pollution Control Hearings Board, Boundary Review Board) and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property condemnation.
- c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.
- d. All services that exceed the 90-hour Basic Services cap.
- e. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(e), billing rates will be agreed upon prior to the commencement of their services. OMW acknowledges the City utilizes separate bond counsel and special counsel for personnel matters and for environmental and hazardous waste matters.

3. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

4. Renegotiation. The rates set forth in this section are subject to renegotiation beginning in or before June 2009. The parties will negotiate in good faith based upon their experience in service provision. OMW acknowledges the City's right to terminate at any time.

B. Personnel Performing Services. With the exception of personnel matters, Angela S. Belbeck will be the lead attorney responsible for performing the services specified in Section A(1). W. Scott Snyder, Wayne Tanaka and other attorneys will serve as needed.

C. Billing. OMW will bill the City on a monthly basis for services performed. Billings will be broken down into routine (basic) and non-routine (additional) services. Time will be billed in tenth of an hour segments and will be itemized as to the service provided, the date, the hourly rate, and the person performing the service.

D. Payment for Services in 2009. The City will pay OMW for the services rendered for calendar year 2009 in accordance with its proposal, a copy of which is attached as Exhibit A.

E. Payment for Services Rendered in 2010 and Subsequent Years. OMW may propose an increase in hourly rates no more than once each year to become effective on January 1. If such hourly rate increase is acceptable to the City, the rates may only be increased by amendment to this Agreement, as authorized by the City Council and signed by the Mayor. Rates may also be amended as set forth in section A(4).

F. Term of Agreement. This Agreement shall commence effective on the last date of signature and shall remain in effect thereafter until terminated by either party. Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other party. In the event of termination, work in progress will be completed by OMW if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, OMW will submit all unfinished documents, reports, or other material to City and OMW will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.

G. Professional Liability Insurance. OMW will maintain professional liability insurance throughout the duration of this Agreement in the minimum amount of \$10,000,000.

H. Discrimination. OMW agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sexual orientation, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.

I. Independent Contractor. OMW is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to OMW, or any employee of OMW, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to OMW which may arise as an incident of OMW performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by OMW.

J. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by OMW under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit. The City agrees that if such data, materials, reports, memoranda, or other documents prepared by OMW are used for purposes other than those intended in this Agreement, the City does so at City's sole risk.

K. Hold Harmless. OMW agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent acts, errors or omissions of OMW. The City agrees to indemnify, hold harmless, and defend OMW from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent acts, errors or omissions of the City, its elected and appointed officials, employees and agents.

L. Rules of Professional Conduct. All services provided by OMW under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

M. Work for Other Clients. OMW agrees not to provide land use legal services to other clients in the City of Gig Harbor for the duration of this Agreement. OMW may provide other services for clients other than the City during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.

N. Subcontracting or Assignment. OMW may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

O. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the OMW, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

\_\_\_\_\_  
Charles L. Hunter, Mayor

\_\_\_\_\_  
Angela S. Belbeck, Member

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

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

ATTEST/AUTHENTICATED:

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

{WSS712078.DOC;1/00008.900000/}

EXHIBIT 'A'

AGREEMENT FOR LEGAL SERVICES

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A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$180 an hour ("Basic Service Fee"). The Basic Service Fee would apply to the following services:

- a. Preparation for and attendance at two regular meetings of the City Council, additional Council meetings, meetings of the Planning Board or other boards and commissions as requested by the City.
- b. Up to twenty (20) hours per week for:
  - i. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.
  - ii. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
  - iii. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days, for which there will be no cost to the City).

2. Additional Services. OMW will provide additional services set out in this section at the following rate ("Additional Services Fee"):

Firm Members (Ms. Belbeck, Mr. Tanaka and Mr. Snyder):	\$225 per hour
Associates:	\$170 per hour
Paralegals:	\$ 90 per hour

The Additional Services include:

- a. All services rendered in connection with any potential or actual litigation, arbitration, mediation, administrative hearings and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.
- d. All services rendered in connection with annexation proceedings.
- e. All services rendered in connection with personnel matters, labor arbitrations and negotiations.
- f. All services that exceed the 20-hour Basic Services cap (excluding services set out in Section A(1)(a)).
- g. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(g), billing rates will be agreed upon prior to the commencement of their services.

3. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

4. Renegotiation. The rates set forth in this section are subject to renegotiation beginning in June 2009. The parties will negotiate in good faith based upon their experience in service provision. OMW acknowledges the City's right to terminate at any time.



B. Personnel Performing Services. Angela S. Belbeck will be the lead attorney responsible for performing the services specified in paragraph 1. W. Scott Snyder, Wayne Tanaka and other attorneys will serve as needed.

C. Billing. OMW will bill the City on a monthly basis for services performed. Billings will be broken down into routine (basic) and non-routine (additional) services. Time will be billed in tenth of an hour segments and will be itemized as to the service provided, the date, the hourly rate, and the person performing the service.

D. Payment for Services in 2009. The City will pay OMW for the services rendered for calendar year 2009 in accordance with its proposal, a copy of which is attached as Exhibit A.

E. Payment for Services Rendered in 2010 and Subsequent Years. OMW may propose an increase in hourly rates no more than once each year to become effective on January 1. If such hourly rate increase is acceptable to the City, the rates may only be increased by amendment to this Agreement, as authorized by the City Council and signed by the Mayor. Rates may also be amended as set forth in section A(4).

F. Term of Agreement. This Agreement shall commence effective on the last date of signature and shall remain in effect thereafter until terminated by either party. Either party may terminate this Agreement without cause upon sixty (60) days' written notice to the other party. In the event of termination, work in progress will be completed by OMW if authorized by the City under terms acceptable to both parties. If completion of work in progress is not authorized or acceptable terms cannot be worked out, OMW will submit all unfinished documents, reports, or other material to City and OMW will be entitled to receive payment for any and all satisfactory work completed prior to the effective date of termination.

G. Professional Liability Insurance. OMW will maintain professional liability insurance throughout the duration of this Agreement in the minimum amount of \$10,000,000.

H. Discrimination. OMW agrees not to discriminate against any employee or applicant for employment or any other person in the performance of this Agreement because of race, creed, color, national origin, marital status, sexual orientation, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.

I. Independent Contractor. OMW is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligated to pay to OMW, or any employee of OMW, sick leave, vacation pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to OMW which may arise as an incident of OMW performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by OMW.

J. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by OMW under this Agreement specifically for the City are the property of the City, shall be forwarded to the City at its request, and may be used by the City as the City sees fit. The

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City agrees that if such data, materials, reports, memoranda, or other documents prepared by OMW are used for purposes other than those intended in this Agreement, the City does so at City's sole risk.

K. Hold Harmless. OMW agrees to indemnify, hold harmless, and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent acts, errors or omissions of OMW. The City agrees to indemnify, hold harmless, and defend OMW from and against any and all claims, judgments or awards of damages, arising out of or resulting from the negligent acts, errors or omissions of the City, its elected and appointed officials, employees and agents.

L. Rules of Professional Conduct. All services provided by OMW under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

M. Work for Other Clients. OMW agrees not to provide land use legal services to other clients in the City of Gig Harbor for the duration of this Agreement. OMW may provide other services for clients other than the City during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.

N. Subcontracting or Assignment. OMW may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

O. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the OMW, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

\_\_\_\_\_  
Charles L. Hunter, Mayor

\_\_\_\_\_  
Angela S. Belbeck, Member

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

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

ATTEST/AUTHENTICATED:

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



# Downtown Gig Harbor Business Strategy

December 1, 2008

# Downtown Gig Harbor Business Strategy

Prepared for the City of Gig Harbor

December 1, 2008



## Introduction

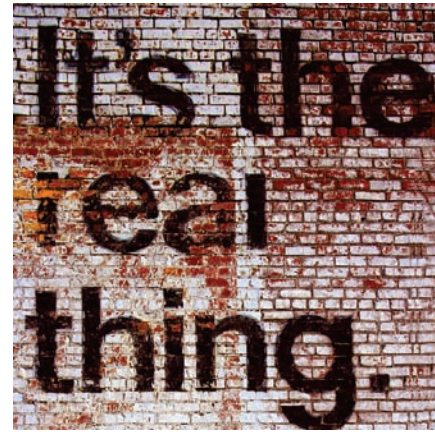
The City of Gig Harbor engaged Spinnaker Strategies to prepare a strategy to strengthen business downtown and generate more sales. The focus of this strategy is the area around Harborview and Pioneer Way that includes the shopping center and Judson Street. There are other commercial areas around the harbor, including Millville, Finnholm and Donkey Creek, but this strategy focuses on the traditional commercial and emotional center of the city.

All places compete for people's time, money, attention and loyalty. Downtown faces increasing competition from new stores and malls on the west side of the city and in Gig Harbor North, and it will lose in head-to-head competition with these areas if it tries to sell itself simply as another specialty retail center. Downtown needs to compete based on its own distinctive strengths.

This document lays out a competitive strategy based on a positioning statement and five key principles intended to guide future planning and marketing. The last sections include recommendations for specific actions that Gig Harbor can take.

The ad hoc advisory committee played an invaluable role in preparing this strategy, meeting bi-weekly in June, July and August, and giving up a full Saturday to tour other waterfront retail areas around Puget Sound. With such a great place to start from, and a committed citizenry like this, downtown Gig Harbor will not only survive but thrive, as a strong center of both community pride and prosperity.





## Overall Positioning

This strategy positions downtown as the “un-mall”, as an authentic, walkable village or town center where people can live, work, walk, play, shop and worship all in the same place. The principles on the following pages detail this positioning: 1) that downtown is a gathering place, 2) that people can walk to coffee from where they live or work, 3) that the downtown retains the old buildings and character that give it authenticity and charm, 4) that there are places to stroll and relax, and 5) that there are public spaces owned, controlled and actively used by the public.

Compare this to a shopping center, built all at one time, surrounded by a sea of parking, under the control of one owner, and set apart from neighboring residential areas. The essence of the downtown strategy is variety- of different kinds of people coming together for different activities, all in one place with a strong sense of community.





## PRINCIPLE 1: THE GATHERING PLACE

In a world of malls and chain stores, people want authenticity, the real thing. They also crave the personal -- for the barista or salesperson to know them when they walk in, and to see friends and acquaintances. People also want to be able to linger without feeling like they have to buy a cup of coffee to sit down.

While downtown can be the “living room” of the city where people spend time together, they also need reasons to go there regularly, “anchor uses”. On the private side, these anchor uses could include a constellation of restaurants, including higher-end establishments, brew pubs and more coffee houses. They might also include another downtown bookstore or a magazine store that provides a place to read and drink coffee. And the list should certainly include a small inn or boutique hotel that caters to business travelers as well as to tourists.

On the public side, these anchors could include a library branch, reading room or homework center in the Bogue Building; a community hall that would be both a senior center and a place to take classes; and a public boathouse for youth sports and masters-level rowing and paddling. Downtown will need features that draw not only seniors and empty nesters but teens, tweens and families with children. If successful, this mix of people will become an attraction in itself.





## PRINCIPLE 2: WALK TO COFFEE

More than just higher gas prices are getting people out of their cars. More and more people want to live and work in the same place, and go about on foot. The promise of being able to walk to coffee is a strong one, both in getting people to move closer to downtown, and in creating repeat customers.

As part of its downtown strategy, the City needs to reinforce the walkable and historic character of the surrounding neighborhoods, which now provide downtown's most loyal customers. For example, the City should plan that the vacant and underdeveloped lots in the Millville and Finnholm neighborhoods be built out with bungalows, cottages and other small scale housing that will be in character with what is already there. Similar planning should go on for the vacant tracts which separate the shopping center from Stanich Avenue and Tarabochia Street from Chinook Avenue. These plans should also include more formal pedestrian links.

The City should also encourage in-fill development with small offices that appeal to professionals. This will bring more people downtown during the day and boost the lunch trade so vital to restaurants. Beyond this, it simply makes good sense for the city as a whole to provide more opportunities to work near the water, for this space will attract highly skilled people who could live or work anywhere but choose Gig Harbor as their city. These professionals, "knowledge workers", are the stuff of the modern economy, and they will create jobs that save people from commuting to Tacoma.







### PRINCIPLE 3: REWARD RENOVATION

Gig Harbor does not have to sacrifice its sense of place to have a strong downtown. By rewarding renovation, and discouraging wholesale demolition and redevelopment, the City can preserve the downtown's historic and traditional qualities. Cannon Beach, on the Oregon Coast, is but one example of a downtown where sensitive infill has actually made the place more interesting than it was 40 years ago.

Rewarding renovation will require changing both the planning and the building codes. The planning code needs to more precisely define the desired building scale, materials, placement and features, and to provide incentives for people to renovate rather than replace. These incentives might include expedited approvals or more favorable parking requirements.

The building codes should match the upgrade requirements to the scale of the project. Otherwise owners may simply choose to tear the building down and start over. The State of New Jersey has created new building codes designed to reward renovation, and these codes have sparked a wholesale increase in renovation activity and values. These codes require that building owners comply with life safety requirements in their current use of the structures, and not just when they need permits. This approach leads to steadier investment over time.





## PRINCIPLE 4: MAKE GILICH A LANE

Downtown needs a new “Velcro” point for retail, a place to sit and stroll. Gilich Lane, just off of Judson Street, can be that place, particularly if it becomes the center piece of the surrounding block.

Ringed by Judson, Pioneer and Harborview Way, this block is one of the most interesting places in the city, although few people now venture beyond the perimeter. It is, in fact, a rare place where a person can live, work, shop, eat and worship all in the same block, and it has an eclectic mix of buildings and a semi-rural quiet that reflects the overall character of Gig Harbor.

Extending Gilich from Judson Street through to Harborview will link the shopping center to the waterfront and create a lovely retail lane and raise the value of interior parcels. The City might also consider creating a small public green in this area, which would be another magnet for activity. There is much to be gained, both publicly and among private property owners, from approaching the future development of this area together. The overall approach should be that of creating and revealing a special place, a place that provides a place to go, to explore, to relax, to enjoy the qualities of community that define both a village and a city.





## PRINCIPLE 5: LEVERAGE THE PUBLIC PLACES

Downtown includes not only private property and businesses but also public parks, historic buildings, and the sidewalks and streets which connect them. The way the City uses and manages these assets will have just as much effect on downtown's health as the opening of a new coffee house or hotel.

The greatest opportunity for better use of public space is at the base of Pioneer Way, where the City should widen the sidewalk and improve the small public plaza at the southwest corner. This has the potential to become the true focal point of downtown, but it needs upgrading. It is this intersection where most tourists mentally start their visit, and it could a picture-postcard image for marketing the city as a whole. The City also needs to limit the amount of commute traffic that goes past this intersection, since rush-hour noise levels can make conversation almost impossible.

The City should view the parks and museums and historic waterfront structures as part of a recreation program that gets people to come downtown. This means ensuring that the Eddon Boatyard, the Harbor History Museum and even the buildings in Skansie Park are programmed in such a way that they draw regular and frequent use by residents, and not just occasional visits. At Skansie Park, the City should aim for active year-round use, particularly by families and children. Adding playground equipment, climbing walls or fountains may do this, but these improvements should not be aimed solely at the very young, for people of all ages will use these if they are carefully chosen and placed. The City also needs to maximize use of the public docks, where increasing the number of visiting boats will increase the number of land visitors who come down to see them.



## Next Steps

While this strategy defines a positioning and identity statement that is the “what” of marketing, this is just the beginning. The “how” and “who” of carrying out this strategy will be equally important, and the City needs to play an active and on-going role in this. The long-term success of this strategy will depend on creating political support for it, in building a management team, and in recruiting business. As next steps, the City should:

**1 Consolidate and review the various harbor area plans and strategies.** This includes this business strategy, plans for Skansie Park, and streetscape plans for Judson Street and Harborview Drive. The recommendations from these efforts should be turned into a single prioritized list of actions for the area. In bringing these plans together, the City may find that it needs to change some of the individual strategies.

**2 Start talking with landowners on a regular basis.** The current recession gives the City a chance to start a dialogue with property owners that will lead to more of a shared vision for what the area can become, before individual owners and developers bring forth new plans in the next building boom. These conversations cost almost nothing to carry out, and they should be led by the mayor or the city manager. The conversations should include both major property owners, such as the Russell Foundation, and small merchants.

**3 Create a single citizens’ planning organization for the harbor area.** There are many economic development opportunities that the City can realize in the harbor area, if it plans ahead. Doing so will require bringing together residents, merchants, office firms, marine industries, non-profits, and park users, and this group will need time to organize and become strong. The city should start organizing this group now.

**4 Look for money.** The City is already spending money on various programs in the area, including promotion paid for with the lodging tax. The City should count up these expenditures, confirm its priorities, and research whether some of this money can be redirected to bricks-and-mortar projects.

**5 Spend money on small, tangible improvements.** These projects could include sidewalk improvements at the southwest corner of Harborview Drive and Pioneer Way, the removal of sidewalk landscaping that now impedes access to Skansie Brothers Park, and other improvements that people who walk or use the area daily will enjoy. This will get people talking about what other improvements they value, and involve the public in a kind of incremental planning approach that may be far more effective than bigger design efforts.

**6 Create a target list of businesses.** Downtown is a venture, and every venture has partners. The City should target the types of businesses that it wants, and assemble the marketing and other tools it needs to attract them. Gig Harbor has terrific potential to become a center in the knowledge economy, and it should take steps now to begin attracting both companies in these sectors, and to build the business infrastructure needed to support these companies.



# Appendix

## TACTICAL ACTIONS

The following is a list of possible actions and projects:

### Streets and Sidewalks

1. Create a small pedestrian plaza where Pioneer Way meets Harborview Drive.
2. Redirect some commuter traffic from Harborview Drive to Stinson Avenue.
3. Extend Gilich Lane between Judson Street and Harborview Drive, creating a formal foot path or car lane.
4. Create formal pedestrian links behind the shopping center between Stanich Lane and Stanich Avenue, north of Pioneer Way between Tarabochia Street and Chinook Avenue, and between Novak and Rosedale Streets in Millville

### Parks and Docks

1. Free up transient moorage by ticketing those who exceed stay limits. Add temporary docks for summer time transient use.
2. Create a municipal boathouse.
3. Add fountains, climbing walls, play structures and other child-attracting features to Skansie Park.
4. Program the museum, boatyards and Skansie net shed with weekly classes and workshops.
5. Create a combination senior center and multi-purpose building on the Key Bank site at Judson and Pioneer Way.
6. Move canoe and kayak rentals to the Skansie Park docks.

### Building Codes and Planning Efforts

1. Relax parking standards for restaurants.
2. Adopt the IBC renovation code.
3. Create expedited review for projects that meet city standards for building scale, mass, setbacks and materials.
4. Allow small lot residential development with bungalows, cottages and clustered housing.
5. Create a master plan for the block bounded by Harborview, Judson and Pioneer.
6. Allow for professional and office uses in designated areas near downtown and the waterfront.
7. Create special planning and building codes for reuse of the net sheds and other historic structures near the water.
8. Revise codes to encourage creative interim uses on sites like the Stutz property.
9. Focus future retail development in Finnholm and Donkey Creek in smaller areas, and target redevelopment of sites like the parking lot next to the Finnholm Market.

### Marketing and Outreach

1. Create a target list of businesses for recruitment. The list for downtown should include a white-table cloth restaurant that serves lunch, brew pubs with live music, a small inn or hotel with a rating of at least three stars, a coffee house, a combination magazine store and coffee house, and sit-down family restaurants.
2. Explore ways of using the lodging tax on capital projects.
3. Target part of the tourism marketing at local residents, identifying specific activities around the harbor.

## RESOURCES AND LINKS

### Great Small Cities with Great Downtowns:

#### Oregon:

Ashland, Bend, Cannon Beach, Hood River

#### Washington:

Bainbridge Island, Fairhaven (Bellingham), Friday Harbor, Kirkland, Port Townsend, Roslyn

#### California:

Claremont, Los Gatos, Mill Valley, Palo Alto, San Juan Capistrano

### Public Anchors:

#### Oregon:

Multnomah Arts Center, Portland OR:  
<http://www.multnomahartscenter.org/>

Portland Warehouse:

<http://www.portlandboathouse.org/>

#### British Columbia

Roundhouse Community Center, Vancouver, BC:  
<http://www.roundhouse.ca/>

Garden City Park playground, Richmond, BC:

[http://www.space2place.com/public\\_garden-city.html](http://www.space2place.com/public_garden-city.html)

### Renovation Codes

#### New Jersey:

New Jersey has been the national leader in this area since 1996. Its a code is even considered better than the International Building Code's special provisions for renovation.

New Jersey building code:

<http://www.state.nj.us/dca/codes/rehab/rehabguide.shtml>,  
or call Amy Frank, 609-292-7899.

IBC Adoption:

<http://www.iccsafe.org/government/adoption.html>



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