

# **Gig Harbor City Council Meeting**

**November 23, 2009  
5:30 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
Monday, November 23, 2009 – 5:30 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of Nov. 9, 2009.
2. Correspondence / Proclamations: Appreciation for Metagenics
3. Liquor License Actions: a) Renewals: The Harbor Kitchen, Half Time Sports, and Sip at the Wine Bar Restaurant; b) Application: Mizu Japanese Restaurant; c) Application: Morso.
4. Resolution No. 811 - Amending Meeting Dates for Council Committees, Planning Commission, Design Review Board, Arts Commission and Parks Commission.
5. Resolution No. 812 – Amendment to 2009 Mandatory Furlough Policy.
6. Sanitary Sewer Facilities Easement and Maintenance Agreement – Buona Vita Plat.
7. Award of Contract for Construction of Soundview Drive Sidewalk Improvement Project (Cushman Trail GAP).
8. Historic District Inventory Project – Amendment to Contract.
9. 2009 Roadway Maintenance Project – Escrow Agreement/Tucci & Sons.
10. Approval of Payment of Bills for November 23, 2009: Checks #62292 through #62388 in the amount of \$1,665,873.13.

**SWEARING IN CEREMONY:** Judge Michael Dunn

**SPECIAL PRESENTATION:**

1. Presentation of Proclamation of Appreciation – Metagenics.

**OLD BUSINESS:**

1. First Reading of Ordinance – Comprehensive Plan Amendments and Two Resolutions Adopting Development Agreements.
2. Second Reading Ordinance – Water Utility Rate Increase.
3. Second Reading Ordinance – Sewer Utility Rate Increase.
4. Second Reading Ordinance – Stormwater Utility Rate Increase.

**NEW BUSINESS:**

1. Skansie Ad Hoc Committee Maritime Pier Feasibility Report.
2. Resolution - Pierce Conservation District Stream Team Proposed Assessment.
3. Resolution – Community Development Fee Schedule Update.
4. WWTP Outfall Extension Project – Construction Bid Award.
5. Public Hearing and First Reading of Ordinance – 2010 Proposed Budget.

**STAFF REPORT:** None scheduled.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center Furlough Day Wed. Nov. 25<sup>th</sup>
2. Civic Center Closed for Thanksgiving Holiday: Thu. Nov. 26<sup>th</sup> and Fri. Nov. 27<sup>th</sup>.
3. Planning / Building Committee: Mon. Dec 7<sup>th</sup> at 5:15 p.m.
4. Intergovernmental Affairs Committee: Mon. Dec 14<sup>th</sup> CANCELLED

**ADJOURN:**

**MINUTES OF GIG HARBOR CITY COUNCIL MEETING – NOVEMBER 9, 2009**

**PRESENT:** Councilmembers Ekberg, Young, Franich, Malich, Payne, Kadzik and Mayor Hunter. Councilmembers Conan and Payne were absent.

**CALL TO ORDER:** 5:31 p.m.

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

1. Approval of the Minutes of City Council Meeting of Oct. 26, 2009.
2. Receive and File: a) Minutes of City Council / Planning Commission Joint Worksession October 5, 2009; b) Minutes of Budget Worksession Nov. 2, 2009; c) Finance Department – Third Quarter Report; d) Gig Harbor Police Department Third Quarter Report.
3. Liquor License Action: a) New application – The Wine Studio.
4. BB16 Interchange Improvements Project – Contract Amendment No. 1 – DEA/HWA Geotech Inspection Services.
5. Receipt of Appeal of a Denial of Encroachment Permit – Lisa Clark.
6. Approval of Payment of Bills for November 9, 2009: Checks #62195 through #62291 in the amount of \$914,511.93.
7. Approval of Payroll for the month of October: Checks #5564 through # 5584 in the amount of \$325,109.98.

Mayor Hunter announced that item number five on the Consent Agenda, Receipt of Appeal of a Denial of Encroachment Permit, would require further discussion and asked that it be moved to new business.

**MOTION:** Move to adopt the Consent Agenda as amended by moving number five to New Business.

**Kadzik / Malich** - unanimously approved.

**PRESENTATIONS:** Mayor Hunter asked Dick Allen to come forward and be recognized for his service on the Planning Commission from 1996 until 2009. He presented Mr. Allen with a plaque and thanked him for being a calm voice of reason over the many years he served.

Mr. Allen described how those involved in the Design Review Board and Planning Commission spend hours for the betterment of this town, and are happy to do so.

Councilmember Kadzik noted that he served on the Planning Commission with Dick for a good number of those twelve years and his point of view was always well thought out and respected. He commended Dick for the great service.

**NEW BUSINESS:**

1. Receipt of Appeal of a Denial of Encroachment Permit – Lisa Clark. City Clerk Molly Towslee explained that the city received an appeal of the denial of an encroachment permit for a fence on city right-of-way. A hearing for the appeal was scheduled for November 19<sup>th</sup>, and a Motion to Continue was filed by the appellant's attorney this afternoon. She added that staff will be represented by Attorney Carol Morris who has submitted a response to the Motion to Continue. Council has the option to set the hearing date as scheduled or consider the request for continuance.

City Attorney Angela Belbeck responded to a question about the downside of postponing the hearing by saying that it is important to expedite land use decisions.

Lisa Clark respectfully asked for a continuance of the hearing explaining that she will be on an international assignment until December 17<sup>th</sup>, saying it was important that the City Council hear the facts of the case and to clarify numerous inconsistencies between the briefing from Ms. Morris and the Hearing Examiner's Decision.

The need to go into executive session was discussed.

**MOTION:** Move to adjourn to Executive Session to discuss the Motion to Continue per RCW 42.30.140(2) at 5:40 p.m. for approximately 15 minutes.

**Malich / Franich** – unanimously approved.

**MOTION:** Move to return to regular session at 5:55 p.m.

**Franich / Malich** – unanimously approved.

**MOTION:** Move to continue the hearing until the regular Council Meeting of December 14<sup>th</sup> at the request of the proponent.

**Young / Kadzik** - unanimously approved.

Clerk Towslee mentioned that Ms. Clark isn't back into town until the 17<sup>th</sup>. Council responded that they are aware of that, but the Appellant's Attorney could be present.

2. Resolution – 2009 Property Tax Levy. Finance Director David Rodenbach introduced two resolutions to set the city's 2009 regular tax levy and an excess levy, both to be collected in 2010. He addressed questions and asked for two separate motions to adopt.

**MOTION:** Move to adopt resolution No. 809 setting the 2009 Property Tax Levy.

**Young / Malich** – unanimously approved.

**MOTION:** Move to adopt resolution No. 810 setting the Excess Tax Levy.

**Young / Malich** – unanimously approved.

**3. Introduction and Public Hearing – 2009 Comprehensive Plan Amendments.**

Planning Director Tom Dolan gave a brief background in the process to bring these twelve amendments forward for review and thanked the employees for their hard work. He then turned it over to Senior Planner Jennifer Kester who explained the process: she would give a brief description of each amendment, the Mayor would open the public hearing to accept public testimony, the hearing would close, and Council could discuss the amendment before moving on to the next. She further explained that the first reading of the ordinance to adopt the amendments is scheduled for November 23<sup>rd</sup> with the second reading on December 14<sup>th</sup>. She stressed that the Comprehensive Plan Amendments must be adopted before the end of the year.

**1. COMP 09-0002: Parks, Recreation and Open Space Element.** The amendment removes the existing PROS element. The current element represents a plan which expired in May 2009 and the updated plan is not expected to be adopted until next year. Retaining an out-of-date PROS element creates inconsistencies in the Capital Facilities Plan.

The public hearing opened at 6:05 p.m. No one came forward to speak and the hearing closed at 6:05 p.m.

**2. COMP 09-0003: Transportation Element.** The amendment would create general short-range and long-range transportation improvement plans that will serve as a basis for the 6-year Transportation Improvement Plan (TIP) adopted each year. The Planning Commission recommended one condition for this amendment to improve vehicular and pedestrian access and safety in the downtown area.

The public hearing opened at 6:08 p.m. No one came forward to speak and the hearing closed at 6:08 p.m.

**3. COMP 09-0007: Stormwater Comprehensive Plan.** A review of the City's new Stormwater Comprehensive Plan for consistency with the Comprehensive Plan. The Stormwater Comprehensive Plan is a key provision of the City's Stormwater Management Plan required by the City's NPDES permit. Applies to the City and future annexations; replaces current stormwater comprehensive plan.

The public hearing opened at 6:10 p.m.

Senior Engineer Jeff Langhelm represented the city as applicant. He briefly explained the proposed revisions to the Stormwater Comprehensive Plan that will address aspects and requirements of the city's NPDES Phase II Program.

There were no further comments and the hearing closed at 6:14 p.m.

**4. COMP 09-0008: Wastewater Comprehensive Plan.** A review of the City's new Wastewater Comprehensive Plan for consistency with the Comprehensive Plan. Applies to the City and future annexations; replaces current wastewater comprehensive plan.

The public hearing opened at 6:15 p.m.

Senior Engineer Jeff Langhelm represented the city as applicant, explaining that the modeling was performed prior to discussion on changes to the projected population data. He addressed

questions regarding development utilizing gravity lift stations in basins and said that he would verify that the goal is to locate the lift station at the lowest point feasible to maximize flow. He continued to highlight the proposed revisions to address reclaimed water which will reduce the capacity of to the Treatment Plant.

There were no further comments and the hearing closed at 6:30 p.m.

**5. COMP 09-0009: Water System Plan.** A review of the City's new Water System Plan for consistency with the Comprehensive Plan. The Water System Plan applies only to those properties within the City's water service area.

Senior Engineer Jeff Langhelm represented the city as applicant, briefly addressing the four proposed changes. He explained that the proposed plan notes that the city will accept a limited expansion into the adjacent purveyors territory in which they don't want to serve or do not have the capacity. This will be decided on a case-by-case basis but the intent is not to annex an entire service area or water system. He explained that the plan uses models based upon the prior population projections data. He said that the proposed calculation uses the average water usage instead of maximum day demand reducing the calculation to 200 gallons per day. Lastly, system-wide fire flow for single family residential is lowered to a minimum rate of 1000 gallons per minute at the recommendation of the Fire Marshal. He offered to get the reasoning for the reduction and report back.

Jenn Kester summarized the objection to the amendment by two Planning Commission members. She said that new water system plan clarifies a current policy regarding the requirement for an applicant to pay the pro-rata share of improvements when an area is redeveloped and has to bring fire flow up to city standards. The two members felt that it is the city's responsibility to provide that infrastructure; it would be too great a burden for the businesses that were redeveloping to pay.

The public hearing opened at 6:38 p.m.

Jim Pasin – 2710 39<sup>th</sup> Street. Mr. Pasin said he was one of the Planning Commission members who voted no, saying this policy would affect both commercial and residential. He voiced his concerns that it would be too costly for existing residential lots or commercial redevelopment to pay for upgrades to the existing system before they are allowed to hook up, especially when there is no guarantee that the system will be upgraded for many years, if ever. He said that new development is different; they should be required to install new infrastructure. He responded to questions on private systems by saying he has had to bring in a line or add equipment such as sprinklers in order to meet the city's fire flow requirements but the purveyor didn't say that they needed a new 10 million dollar tank and twelve inch water lines and so you get to pay a portion up front.

There were no further comments and the hearing closed at 6:44 p.m.

**6. COMP 09-0010: Capital Facilities Element.** The amendment updates the stormwater, wastewater, water system, parks, recreation and open space, and transportation improvement projects included in the Capital Facilities Plan.

The public hearing opened at 6:45 p.m. There were no comments and the hearing closed at 6:45 p.m.

**7. COMP 09-0011: Utilities Element.** The amendment would update the Utilities Element to be consistent with the new Water System Plan.

The public hearing opened at 6:46 p.m. There were no comments and the hearing closed at 6:46 p.m.

**8. COMP 09-0001 – Wollochet Water System Service Area Amendment.** A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for a 3.69 acre, vacant parcel located at the southeast corner of Wollochet Drive and SR 16. The Planning Commission recommended two conditions relating to the cost the city would incur in updating the water system plan and Pierce County's coordinated plan. She said that staff recommended a third condition related to transfer of water rights from the Stroh's system to the city's system for taking over the parcel.

The public hearing opened at 6:48 p.m.

Mike Tarmado, Architect with NorthPacific Design, 2727 Hollycroft. Mr. Tarmado gave a brief history of how the project has evolved from plans for an office building to a proposed hotel and restaurants at the site. He said that the original letter of water availability from Stroh's expired and they do not have the capacity for the 60 ERS's required for the higher use. He talked about the project's benefit to the city at that gateway location and asked for approval of the proposed amendment.

Paul Cyr – no address given. Mr. Cyr spoke on behalf of Stroh's Water System, explaining that the Planning Commission voted for this recommendation because Stroh's cannot provide 40 to 60 ERUs for the proposed development and it is inappropriate to hold up the development over something for which they have no control. He said that this request meets the goal of the updated Water Comprehensive Plan to 1) ensure water service is available to support development that is consistent with the city's policies, and 2) that the city will evaluate service outside its boundaries on a case-by-case basis.

Councilmember Young asked about Stroh's water rights. Mr. Cyr said that Stroh's has limited capacity. He said that it looks like the city has plenty of water capacity and is pursuing additional water rights. He commented that Stroh's service area is predominantly residential, not commercial. Councilmember Young asked what the city was getting in return, to which Mr. Cyr said "water hook-up fees and rate payers."

Staff was asked how many ERUs that Stroh's Water System has available in their service area. Mr. Langhelm responded that a draft of their plan is in the approval process with Pierce County and offered to get the number. He said that there are not very many; the city has substantially more ERUs in the water CRC process.

There were no further comments and the hearing closed at 6:55 p.m.

**9. COMP 09-0013 – Stroh's Water System Service Area Amendment.** A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for two parcels, totaling 4.16 acres, located south of Hunt Street just east of SR16 and the existing Cushman Trail, currently occupied by Stroh's Feed & Garden Supplies and United Rentals. The applicant has requested the City provide water for both domestic purposes and fire flow; however, Stroh's Water Company has indicated that they can continue to provide domestic water for any future development. The Planning Commission recommended

the same two conditions related to cost incurred to the city of updating the water plan, with a third condition that fire flow hookup requires only paying water service connection charges, but if the applicant also wants the city to provide domestic water service, they would transfer water rights allocated to the existing development to the city.

The public hearing opened at 7:00 p.m.

Paul Cyr – Barghausen Consultant Engineers. Mr. Cyr said Council added this request to the Comp Plan Amendment process on May 11<sup>th</sup> linking it to the city's update of the water system plan. He said that they concur with the Planning Commission's recommendation supporting fire flow provided by the city. He explained that there is a 12" main running along Hunt Street adjacent to the property which Stroh's are hoping to redevelop and will require fire flow. Again, this is consistent with the city's water plan update. He stressed that Stroh's will continue to provide 6 ERUs to the two commercial sites.

There were no further comments and the hearing closed at 7:03 p.m.

Councilmember Franich asked the effects on the ERUs in relation to fire flow. Mr. Langhelm responded that the CRCs are issued and reserved based upon the average annual water usage throughout the city; we don't account for fire flow when we reserve ERUs.

**10. COMP 09-0004 – Sunrise Enterprises Land Use Map Amendment.** A land use designation change from Employment Center (EC) to Commercial Business (C/B) of 15.53 acres located along Burnham Drive NW and 112<sup>th</sup> Street NW, currently occupied by a contractor's yard.

The public hearing opened at 7:06 p.m.

Walt Smith – 19316 99<sup>th</sup> St. KPN, Vaughn. Mr. Smith said that they are seeking the same commercial zoning that previously existed under Pierce County's jurisdiction. He voiced appreciation for working with both staff and the Planning Commission for positive results.

Carl Halsan – no address given. Mr. Halsan explained that Walt has owned this 66 acre block of property for about 30 years and the plan has always been to have the upper property platted, the middle part as industrial and the lower part commercial. When annexed into the city, the lower part along Burnham was "flipped" to industrial. He said that they attempted to have the land use map changed years ago but were told that as non-residents they had to wait until the property was annexed. The necessary infrastructure for this section to be commercially developed is already in place, and this request is to return the zoning to its prior commercial designation.

Mr. Smith responded to a question about not being included in the annexation by saying the utility extension in the late 1980's precluded them from protesting the annexation. He then explained that the small piece of property across the road by is wetland.

There were no further comments and the hearing closed at 7:12 p.m.

Councilmember Young asked about the potential for a development agreement limiting the property to B-2 due to a concern that C-1 would allow car dealerships in a visual interchange. Ms. Kester responded by saying this was discussed during the Planning Commission deliberations and Mr. Smith provided a letter saying he would be willing to limit the property to



B-2 if that was the recommendation. The Commission didn't feel it was necessary because the current Employment District zoning allows most of the industrial uses that C-1 allows. Auto sales were not discussed.

**11. COMP 09-0005 – Haven of Rest Land Use Map Amendment.** A land use designation change from Residential Low (RL) to Residential Medium (RM) of 3.4 acres of property north of Rosedale Street and directly east of the Tacoma Power lines. The owner submitted, as part of the application, a development agreement which limits the eventual rezoning of this property to the R-2 zone if the land use amendment is approved. The Planning Commission recommended that the term of the development agreement be for 5–10 years.

The hearing on both the Comprehensive Plan Agreement and the associated Development Agreement opened at 7:14 p.m.

Katherine Jerkovich – BCRA, 2106 Pacific Ave. Ste 300, Tacoma. Ms. Jerkovich, agent for the Haven of Rest, said that the Planning Commission voted unanimously to approve this amendment. She explained that this property was already in city limits and zoned R-1 when the rest of the Haven of Rest property was annexed as R-2. City code was then amended to allow cemeteries in the R-2 zone only, but they couldn't request a rezone for this property until now. She asked for support of the map amendment.

Councilmember Young commented that the property is now for sale and so the assumption is that the property is no longer being considered for cemetery use but to be developed as R-2 residential. Ms. Jerkovich explained that the Planning Commission was made aware that the property was for sale when they made their decision. She said that Haven of Rest has been impacted by the economy; one option is putting this property up for sale but if it doesn't sell, they would still like to be able to develop it as cemetery property.

Councilmember Young pointed out that the application was made with the understanding the property would be used as a cemetery, adding that he would feel comfortable with a development agreement that would limit the property to that use. He said now that it's for sale a new property owner would develop it as R-2 residential.

Ms. Jerkovich said that part of the challenge is residential property is not highly sought and putting it up for sale is a way to increase capital. She said that they may sell just a portion of the property. Councilmember Young said that tough economic times are no justification for upzoning property or a Comprehensive Plan Update. She responded said that when they applied for the Comprehensive Plan Amendment the intent was not to sell the property, but to change the designation so that cemetery uses would be allowed.

Lee Murray – 4025 Rosedale. Mr. Lee, who lives 600 feet east of the subject property said that he opposes the zoning change. He explained that the character of the neighborhood is R-1 and he opposes the higher density here.

Patricia Manning – 11170 Redrum Trail SE, Port Orchard. Ms. Manning explained she and her husband own property in this area and they strongly oppose the change from R-1 to R-2. It is already an established single-family neighborhood and it appropriate that it remain this way.

Mark Hoppen - 8133 Shirley Avenue. Mr. Hoppen said that he agrees with comments made by Councilmember Young.

There were no further comments and the public hearing closed at 7:23 p.m.

Councilmember Franich voiced his appreciation for the citizens taking the time to come to testify. He said if the cemetery use was made permanent by the development agreement it would be fair, but changing the zoning to develop higher density residential isn't justified.

Ms. Kester responded to a question by describing the zoning of surrounding property. She said that in on the east, the zoning is less than the designation but to the north and the west the zoning and the designation are consistent. This is something that has been identified for update in the 2011 updates.

Councilmember Malich asked about the new population allocation goals. Ms. Kester responded that all residentially zoned properties will be evaluated to determine if density and zoning are appropriate for the lower population allocation.

**12. COMP 09-0012 – 3700 Grandview Land Use Map Amendment.** A land use designation change from Residential Low (RL) to Residential Medium (RM) for 2 acres of property located at 3700 Grandview Street; the northern corner of Stinson Avenue, Grandview Street and Pioneer Way. The owner submitted, as part of the application, a development agreement which limits the scope of any future development of the subject property and the 2.27 acre area north of the subject property. The Planning Commission recommended four conditions for this amendment including a 10 -20 year duration for the development agreement. The development agreement would limit the buildings and use primarily to two mixed-use buildings with slightly underground parking garage, non-residential on the street level, and 7-11 residential on the upper floor. The proponent is proposing to keep a higher percentage of trees and larger setbacks than required by code. The Planning Commission has recommended approval four to one. Staff recommends denial.

Planning Director Tom Dolan explained that this amendment was originally submitted in 2007 and because of the lack of sewer capacity, wasn't included in the Comprehensive Plan consideration. In 2008 it went through the Planning Commission and City Council process; ultimately both recommended denial. However, because the project "morphed" several times in an attempt to provide a more favorable project, City Council decided to send it back to the Planning Commission for another review by sponsoring this present amendment. The proposed amendment has gone through the Planning Commission review process and they have changed their recommendation to approval.

Mr. Dolan continued to say that Planning Staff has debated this project for two years and recognizes that this is an important piece of property at the top and within the view basin. He explained that preservation of the trees is a huge issue which the applicant's has addressed, but another issue that hasn't been adequately addressed is the scale of the buildings. His memorandum to the Planning Commission formulated a recommendation for denial. He quoted 3.6.1 of the Comprehensive Plan which says "New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape except as approved landmark structure." He said that it's the Planning Department's belief that the size of the proposed structures will be inconsistent with the scale of the surrounding uses at this location and inconsistent with the view basin, information that has been shared with the Planning Commission. He finalized by saying that the Planning Staff recommends denial of this Comp Plan Amendment.

The public hearing opened at 7:34 p.m.

Carl Halsan. Mr. Halsan thanked Council for allowing this process to continue, adding that this time the Planning Commission has recommended that City Council approve the amendment. He said the project is much more detailed and most of the unknown issues such as the trees, curb cuts, and height of the buildings has been addressed, five public outreach meetings have been held, questions were answered, and public comment heard from both supporters and detractors. He explained that the height issue has been resolved and the buildings are designed to follow the height restriction area criteria. After nine meetings and deliberation the Planning Commission has recommended adoption despite staffs continued opposition.

Mr. Halsan emphasized that their own comprehensive plan is updated periodically to reflect changes and opportunities and desires of their own community. He then addressed specifics about the project:

- The development agreement limits the rezone to RB-2 only;
- It agrees to develop the northern portion of the property against Butler with single-family only;
- It agrees to establish and enhanced buffer along that northern boundary line;
- It provided for a substantial buffer between the two portions of the project;
- Nearly twice as many trees are being preserved as code requires; 38%;
- Site limited to two buildings only; maximum square footage for each is in the development agreement;
- Increased setbacks along all the street frontages to preserve trees;
- 60% parking is in underground garages;
- One curb cut on Grandview, none on Pioneer or Stinson;
- Impervious coverage will be at 45%;
- The project goes through Design Review.

Mr. Halsan described photographs of the site from with the buildings digitally imposed beginning from Harborview and traveling up Pioneer at different intervals saying that you can't see the buildings until you get to Butler Street. Another slide shows the front of the buildings and all the trees that will remain and the last slide shows the site plan. He reminded Council that there remain several steps if the amendment is approved which could impose further restrictions including a project specific SEPA, a rezone, a site-plan review, and design review. He closed by saying approval would result in great tree preservation, increased setbacks, larger buffers, reduced surface parking, a mixed-use project, decreased impervious coverage, single curb cut, and a better buffer. This was a good proposal with merit last year and an even better proposal this year. He urged Council to follow the Planning Commission recommendation and adopt the amendment and development agreement.

Councilmember Kadzik asked about a couple of the slides. Mr. Halsan explained that sheet 6 shows the 20% tree preservation required by city code and sheet 7 shows 37% of the specific trees identified in a survey.

Councilmember Young asked why the buildings look shorter and what type of underground parking is proposed. Mr. Halsan said that the height wasn't measured last year but because the property remains in the height restriction area the architect made sure the buildings fit the requirements. He said as you enter the site you will drive down the slope and then under the buildings, adding that you will not see parking from the street at any angle.

Councilmember Ekberg asked about the types of trees. Mr. Halsan explained that the drawing isn't representative of the type of tree but of the size.

Danielle Eitner – BCRA . Ms. Eitner said she would address the scale of the buildings using a 3-D model. She explained that the program shows the real topography and trees from the survey. She said she deleted trees from the building footprint and then colored the Madrona and fruit trees so that they stand out from the firs. She moved back and forth through the program from different angles, answering Council questions about the graphics.

John McMillan – 9816 Jacobsen Lane. Mr. McMillan commented that luxury condos obviously would want a view. If they have a view, you would be able to see the buildings from the water, which is the point of the scale and balance issue. He said this doesn't make sense and said approval would open it up for others to ask for the same consideration.

Kurt Salmon – Business: 6712 Kimball / Residence: 7400 Stinson. Mr. Salmon said he commutes through here daily and his concern, besides the size and scale of this project, is the traffic. He explained that one issue is the intersection of Pioneer/Grandview where most people will stop in the middle in order to turn right onto Grandview. There is no arrow onto Pioneer so people get stuck during the rush hour. He said this project will pile up more traffic. The other problem is there is no light at Grandview and Stinson and the rush hour traffic from the freeway. He said that adding commercial space and condos creates even more people coming in and out all the time in addition to the big daycare at that intersection, the new Cushman Trail, and regular pedestrians at this location. He stressed that this is not good planning.

Mark Hoppen - 8133 Shirley Avenue. Mr. Hoppen said that in many respects the project is a significantly better proposal than the previous because it's shoved into the ground. The parking isn't entirely underground, but enough to meet the height regulations. He asked Council to consider the issue of landscaping and tree retention, which is important to the comp plan but is a red herring for the issue presented by staff, which is bulk and scale. Even shoved into the ground, one of the buildings is still four times larger than the square footage allowed under the Comprehensive Plan. He said that the Planning Commission recommendation has you believe the bulk and scale is fine because of precedence set by the BDR Building, the old Thriftway, or the Civic Center. He said that in their time, the BDR Building and the Thriftway were incredible planning mistakes by the city; one a strip mall and the other exceeded the zone transition standards. He commented that the Civic Center is similar in size to the current proposal, but it isn't visible to the view basin. He said trees are transitory. He stressed that the issue is bulk and scale and Council has to consider staff's recommendation. He said the map of surrounding buildings shows there is nothing remotely similar to the proposed buildings. The argument has been made that across the street will eventually have larger buildings which may be true, but it doesn't diminish the need for a transition to the residential neighborhood on the downhill side. He said the bulk and scale argument has merit, and the Planning Commission recommendation is shallow and fatally flawed.

Bill Fogerty – 3614 Butler Drive. Mr. Fogerty, an adjacent neighbor to the project, said that the proposal includes 2000 square foot homes on the north side of the project. He said again we are talking about bulk and scale of buildings that are 11,000 square feet and 15,000 square feet adjacent to residential homes. He said that building bulk and scale of less than 5,000 square feet needs to be retained here. He commented that there are many garden-like commercial developments in other places and we need to keep the area small and village like in character with the rest of the neighborhood.

Cliff Peterson – 10107 Cherry Lane NW. Mr. Peterson, a local attorney, said he is speaking in his citizen capacity. He said he agreed with the Planning Commission statement as to scale. He said that as a tree farmer, the tree issue is significant and the development agreement does address saving significant timber. He said he hasn't seen any discussion of the Pierce County ordinance that applies to tree preservation in the face of development. He cited 18H.040.070 and 080 and 130. He said that the PowerPoint presentation still doesn't address the concerns in the ordinance that provide for tree protection area, trenching standards, marking, and recourse if the trees are cut or damaged. He said the tree inventory might mean there are only 408 trees. He then said he has been in Pierce and King County his whole life and evergreen trees are a big part of Gig Harbor's identity. He took exception to analyzing the project from coming up Pioneer when most of the traffic is coming from Highway 16 and will see the buildings. He encouraged Council to apply the Pierce County ordinance to this project so they don't damage trees.

Councilmember Malich asked for the Pierce County Ordinance citations once again.

William Lynn. Mr. Lynn spoke on behalf of the applicant. He said that the ordinances just cited apply in the limits of Pierce County, not in Gig Harbor. He made four points: 1) The Staff Reports indicates that the applicant was going to adjust the property lines to correspond with the zoning lines and that may occur, but another possibility is the lot lines would be consolidated within the project. 2) What's remarkable about this project is the amount of information that has been provided. People are no longer just able to Photoshop a picture and pretend what the project will look like or assert that it's visible from the water. There is actual information based upon real, known facts that establishes that it is not going to be visible. 3) He cited the Comprehensive Plan which says "New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape except as approved landmark structure." Mr. Lynn said scale has to be looked at in context; it is not just the size of the buildings; you have to consider the property and what's on it, how big is it, the topography, the buffers and setbacks...all these things go into defining a project and need to be reviewed. Mr. Lynn said this is just another step in the process; the applicant wants to proceed to SEPA review to look at traffic impacts, rezone and site plan stages to see how the tree roots can be preserved. There are several levels of city discretion and the question is, can the applicant take the first one.

Councilmember Young asked Mr. Lynn if an extension of the development agreement is still an option in case the economy continues to falter and if he had language he could recommend. Mr. Lynn responded that the proposed development agreement runs for a substantial period of time and Council has the discretion to set the time frame that is agreeable to both parties.

Tom Dolan explained that the Planning Commission is recommending a term of 10-20 years. Councilmember Young said his concern is if the agreement expires with no construction, the property could be developed at the higher use without an agreement in place. He asked if the development agreement could state that upon expiration the property owner would have to come back to Council to renegotiate the terms. Mr. Dolan said he would confer with legal counsel and have an answer before the first reading of the ordinance.

Mike Paul – 3720 Horsehead Bay Drive. Mr. Paul, one of the owners of the property, thanked staff and the Council for hearing this amendment again. He said it's a great proposal that deserves another read. He said that he leaves it up to the Council to make the decision as to what's best and they will live with that decision. He commented that it isn't a question of "if it is or if it isn't," but "how" the project is going to shape Gig Harbor. During the Planning

Commission review he heard about how this is an economic driver for the top of Gig Harbor, how the re-development of those parcels is important for the sustainability of Gig Harbor, and the importance of the ability to live above places to work. Mr. Paul said that the time put in by the Planning Commission is unbelievable and he thanked them for it. He stressed that this is an opportunity for saving the trees, not for view condos. Because of the large setbacks, they are required by city code to fence the trees at the drip line so they are protected; the intent is to protect the trees. He finalized by saying that they will be happy whatever decision is made, voicing appreciation for all the time spent. He said "we are all exhausted."

There were no further comments and the public hearing closed at 8:14 p.m.

Councilmember Franich said he wanted to bring attention to a few things. He said that the majority of trees on the lower east corner that are visible in the slide show will lose their leaves which might affect the visibility of the building in the winter months. He said he doesn't see a lot of difference between the trees required to be saved by the current code and those required in the development agreement; the majority of the trees along Grandview seem to be on the northwest property so we aren't saving that many more. He then said that the development agreement calls for one ingress/egress and he wonders if the impact of the traffic has been reviewed.

Ms. Kester responded that Senior Engineer Emily Appleton identified that there is capacity in the intersections with minor improvements.

Councilmember Franich cautioned everyone not to become mesmerized by the slideshow as it doesn't depict the real thing. In essence, this is a Comprehensive Plan Amendment, but it could lead to a rezone and one of the criteria for that is a significant material change in the surrounding area. A comp plan amendment is a way to circumvent those criteria. He said he looks forward to future comments on this.

Councilmember Young thanked everyone for all the hours put in on this. He said that the questions that were asked have made the project change; it made an impact.

Ms. Kester described the next steps in the process. On November 23<sup>rd</sup>, Council will consider a draft ordinance and two draft development agreement resolutions. Unless directed otherwise, staff will present those that implement the recommendations of the Planning Commission. There will be no official public testimony taken as tonight is the public hearing, but there will be opportunity for Council to have discussion. She clarified that the ordinance encompasses all amendments and Council will have the opportunity to vote on each. The second reading of the ordinance will be December 14<sup>th</sup>.

Councilmember Franich voiced concern that the development agreement for 3700 Grandview doesn't contain provisions for penalties if the trees are damaged or cannot be retained for some reason. There was discussion that the current code has a policy that addresses this. In addition, there will be time before the development agreement is adopted to make any desired changes.

**4. First Reading of Three Ordinances – Water, Sewer and Stormwater Utilities Rate Increase.** David Rodenbach presented three ordinances to increase water, sewer and stormwater utility rates over the next three years. He explained that these newly proposed rate increases are necessary because in January, staff will present Council

with a Water/Sewer Revenue Bond issue to pay for the Sewer Outfall and for the Harborview Watermain Project. He said that the proposed rates are higher than what was proposed a year ago because of the last rate study was based upon an expectation of a higher number of water and sewer hook-ups that has not been realized. He said in addition, we have since learned that many of the lift stations need replacement and repair. He then gave an overview of the proposed increase for water rates over the next three years (10%, 10%, 10%), and sewer rates (15%, 17%, 10%). He explained that the forecasting indicates that after five years, these sewer rate increases will realize enough savings to fund one-half of the Phase II Wastewater Treatment Plant Improvements which will lower the bond issue and shouldn't require another rate increase to fund the bond. He offered to answer questions.

Councilmember Malich asked about the consequences of stretching the increases over more than three years. He voiced concern at the effect of these increases on the citizens, and asked if there were any alternatives.

Mr. Rodenbach responded that the proposed rate increases which equal 42% over three years would raise to 51% if stretched over five years. He said that there is no alternative to the proposed sewer rate increase because of the failing lift stations, and if the water rate increases were lowered the Harborview Watermain Project would not be possible.

Councilmember Young mentioned that over the years our rates are low compared to surrounding jurisdictions and similar cities. He said that impoverished cities in Eastern Washington pay higher rates than us because their systems are in disrepair and they don't have a large enough group of people to draw upon. Gig Harbor has a more affluent community but the rates are lower by comparison.

Mr. Rodenbach then presented information on the stormwater rate increase which has remained true to last year's rate study proposal of 3%, 3%, and 3%. He explained that this will allow the stormwater fund to build capital so it can contribute towards improvements. He used an example of the \$150,000 spent last year on improvements to the Olympic / 56<sup>th</sup> Street stormwater system that was charged to the street fund.

Councilmember Ekberg said that he recently learned that citizens can automatically pay utility bills by credit card and asked if there was an averaging system to allow equal monthly payments. Mr. Rodenbach said that there is a provision in the code for Budget Payment Plan; you pay monthly and it adjusts every four months to actual.

Councilmembers discussed how monthly payments could be helpful to lessen the impact of the increases. Mr. Rodenbach said staff would explore ways to advertise this program to the utility customers.

Councilmember Franich said that the current ratepayers will bear the brunt of the new water well. He said that this is the culmination of poor decision making in the past; the city gave out reservation certificates to Gig Harbor North developers which will affect the

ratepayers more when the true cost of the system improvements are determined. Those that got CRCs early got in cheaper than they should. He said he doesn't care what other jurisdictions are paying; these are tremendous increases for the ratepayers and not everyone here is rich. It hurts the people and he doesn't see any changes to identify the problem.

Mayor Hunter pointed out that we are building a Wastewater Treatment Plant, an outfall, and providing a well. Councilmember Franich responded that we are being forced to expand the treatment plant based on CRCs that were given out years ago. The treatment plant should be able to process 1.2 million gallons but when we hit 1 million it was the end of the road because the plant isn't running the way it was designed by Cosmopolitan. All those things add up.

Councilmember Young said no one could foresee the economic boom and high material costs, adding that it's easy to look back and say we should have done something differently. He agreed that the rate increases are painful but he said there is no other option.

Councilmember Franich then said that the whole reason we are making phased improvements is to promote development.

Rob Karlinsey commented that over the years the city has done a really good job of obtaining grants and low-interest loans from the state; if we would have been paying market rate the utility rate increases would be substantially higher. He pointed out that the latest grant of 3.5 million is paying almost half of the outfall project.

**STAFF REPORT:**

Rob Karlinsey announced that an Intergovernmental Affairs Committee meeting is needed before the end of the year to discuss strategic issues. He then reminded everyone that City Hall is closed for Veteran's Day this Wednesday, again on Wednesday November 25<sup>th</sup> for a furlough day and on November 26<sup>th</sup> and 27<sup>th</sup> for the Thanksgiving Holiday. He then shared that the employees Health Care Committee has been looking at a self-insurance policy but may opt to go with the HealthFirst PPO in 2010 in order to take the time to explore other options. He explained that the Special City Councilmember scheduled for November 19<sup>th</sup> may not be necessary and he will let Councilmembers know.

City Attorney Angela Belbeck clarified for the record that when Council adjourned to Executive Session earlier, the wrong RCW citation was given. She explained that it should have been RCW 42.30.110(1)(i).

**PUBLIC COMMENT:** None.



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

Councilmember Malich asked if page numbers could be added to the Council Packets. Clerk Towslee said she would explore ways to do this without it conflicting with existing numbering within agenda items.

Councilmember Kadzik explained that there is a proposal to add an arched sign for the dock entrance at Jerisich Dock for which there is no provision in the code. He said that he has discussed this with staff and the fix is to amend the code by adding a definition for “portal sign.” He asked the other Councilmembers if they were in favor of this.

Councilmember Franich said he doesn’t support this because it’s a visual obstruction. He said if this does move forward this type of sign should be limited to public-owned property only. Councilmember Kadzik agreed.

Councilmember Young suggested that this be discussed at the next meeting. Councilmember Kadzik said he would e-mail the proposal for review.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Civic Center Closed for Veterans Day: Wed. Nov. 11<sup>th</sup>
2. Budget Worksession: Mon. Nov. 16<sup>th</sup> at 5:30 p.m.
3. Operations Committee: Thu. Nov 19<sup>th</sup> at 3:00 p.m.
4. Special City Council Meeting: Thu. Nov. 19<sup>th</sup> at 5:30 p.m.
5. Boards & Commission Candidate Review: Mon. Nov 23<sup>rd</sup> CANCELLED

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

**MOTION:** Move to adjourn to Executive Session to discuss pending litigation per RCW 42.30.110(1)(i) at 8:49 p.m. for approximately 20 minutes.  
**Malich / Franich** – unanimously approved.

**MOTION:** Move to return to regular session at 9:12 p.m.  
**Kadzik / Malich** – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:12 p.m.  
**Young / Kadzik** – unanimously approved.

CD recorder utilized:  
Tracks 1001 – 1053

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Charles L. Hunter, Mayor

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Molly Towslee, City Clerk

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

*WHEREAS, Metagenics is a privately held company, was founded in 1983 with the mission to help patients achieve their genetic potential through targeted nutrition, and is the leading developer and manufacturer of natural, science-based nutraceutical; and*

*WHEREAS, Metagenics has located its world-class Functional Medicine Research Center and manufacturing facility in GH for over ten years and is one of the largest private employers on the Gig Harbor Peninsula; and*

*WHEREAS, MetaProteomics™, Metagenics' nutrigenomics research center, is dedicated to researching and evaluating the effects of natural ingredients on genetic expression and protein which is a non-polluting industry; and*

*WHEREAS, Metagenics leads the industry in its commitment to product quality with a team of highly trained specialists devoted entirely to assuring the quality of each and every batch of product; and*

*WHEREAS, Metagenics employs over 100 workers and scientists at its Gig Harbor Campus; and*

*WHEREAS, Metagenics is helping to shape the future of medicine through its nutrigenomic, science-based therapies. The company is GMP (Good Manufacturing Practices) certified by the NNFA, holds multiple proprietary formula patents, and produces over 400 all-natural, research-based products to optimize health; and*

*WHEREAS, expansion of their operations would benefit the City and the entire Gig Harbor Peninsula; and*

*WHEREAS, the quality of their business is consistent with the City's goals for the future and the City wishes to work cooperatively with Metagenics in expanding their operations here;*

*NOW THEREFORE, I, Chuck. Hunter, Mayor, do hereby proclaim Metagenics a*

## ***Valuable Business Asset to our Community***

*and I urge all citizens to recognize and applaud the service and products provided by Metagenics.*

---

Chuck Hunter, Mayor

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Date

C091080-2 WASHINGTON STATE LIQUOR CONTROL BOARD DATE: 11/06/2009  
 LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20100228

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. DREYLING, CHERRI LYNN	THE HARBOR KITCHEN 8809 N HARBORVIEW DR GIG HARBOR WA 98332 2168	083974	BEER/WINE REST - BEER/WINE OFF PREMISES
2. HALFTIME SPORTS, LLC	HALF TIME SPORTS 5114 PT FOSDICK DR NW # J&K GIG HARBOR WA 98335 1717	073240	SPIRITS/BR/WN REST LOUNGE - KEGS TO GO
3. GIG HARBOR WINE CELLAR'S, LLC	SIP AT THE WINE BAR & RESTAURANT 4793 POINT FOSDICK DR NW #400 GIG HARBOR WA 98335 2315	403430	TAVERN - BEER/WINE

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov

DRL

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

DATE: 11/09/09

CORRECTED

UBI: 602-959-966-001-0001

License: 085495 - 1U County: 27
Tradename: MIZU JAPANESE STEAKHOUSE
Loc Addr: 3116 JUDSON ST
GIG HARBOR WA 98335-1222

APPLICANTS:
JJ & JU CORPORATION
JU, SUN WOO 1957-08-18
JU, NAN YI 1962-06-23

Mail Addr: 3006 39TH ST CT NW
GIG HARBOR WA 98335-8574

Phone No.: 253-359-4038 JU, SUN

Privileges Applied For:
SPIRITS/BR/WN REST LOUNGE +

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant ?
2. Do you approve of location ?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION



RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD  
License Division - 3000 Pacific, P.O. Box 43075  
Olympia, WA 98504-3075  
Customer Service: (360) 664-1600  
Fax: (360) 753-2710  
Website: www.liq.wa.gov

DATE: 11/13/09

TO: MOLLY TOWSLEE, CITY CLERK  
RE: NEW APPLICATION

UBI: 602-841-632-001-0001

License: 405678 - 1U County: 27  
Tradename: MORSO  
Loc Addr: 9014 PEACOCK HILL AVE  
STE 100B/C  
GIG HARBOR WA 98332-1029  
Mail Addr: 4821 105TH AVE NW  
GIG HARBOR WA 98335-5982  
Phone No.: 253-265-2071 STEVEN LYNN

APPLICANTS:

S SQUARED, LLC  
LYNN, STEVEN PAUL  
1956-06-29  
HUNDER-LYNN, MARY  
(Spouse) 1960-08-07  
HUDDLESTON, STEPHANIE FAITH  
1959-07-22

Privileges Applied For:  
TAVERN - BEER/WINE  
OFF PREMISES

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- |   | YES                      | NO                       |
|---|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| (See WAC 314-09-010 for information about this process)   |                          |                          |
| 4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based. |                          |                          |

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



Subject: Resolution – Revising Boards and Commissions Meeting Dates and Times

Proposed Council Action:

Motion to adopt this resolution amending the dates and times for Council Committees, the Planning Commission, the Design Review Board, the Gig Harbor Arts Commission and the Parks Commission Meeting dates and times.

Dept. Origin: Administration

Prepared by: Molly Towslee, City Clerk

For Agenda of: November 23, 2009

Exhibits: Resolution

Concurred by Mayor: [Signature] 11/2/09

Approved by City Administrator: [Signature]

Approved as to form by City Atty: [Signature] 11/16

Approved by Finance Director: [Signature] 11/17/09

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

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

INFORMATION / BACKGROUND

At the Council Retreat, staff proposed a reduction in meeting frequencies of the Council Committees as well as the appointed committees and commissions to address the current economic conditions. The group discussed the recommendations and suggested that the Arts Commission be reduced to quarterly meetings rather than bi-monthly. The Parks Commission meetings should also be reduced to quarterly with an option to meet on an as-needed basis.

The attached resolution amends the meeting dates and times.

FISCAL CONSIDERATION

There will be a savings in staff time and the cost of public noticing to cancel regularly scheduled meetings if there is no business to be discussed.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Adopt this resolution amending the meeting dates of the City Council Committees, Planning Commission, Design Review Board, Arts Commission and Parks Commission.

RESOLUTION NO. 811

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AMENDING THE MEETING DATES OF THE CITY COUNCIL COMMITTEES, PLANNING COMMISSION, DESIGN REVIEW BOARD, ARTS COMMISSION, AND PARKS COMMISSION AND REPEALING RESOLUTIONS NO. 714, 780, AND 781.

---

WHEREAS, the Council desires to establish the meeting dates of the various council committees, boards and commissions; now, therefore

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

Section 1. Resolutions No. 714, No. 780, and No. 781 are hereby repealed.

Section 2. 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 in place. 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: Bi-monthly or as needed on the first Monday of the month at 5:15 p.m.
4. Intergovernmental Affairs: Quarterly and as needed on the second Monday of the months of January, April, July, and October at 4:30 p.m.
5. Board and Commission candidate review: as needed on the fourth Monday of the month at 4:30 p.m.

B. Planning Commission. The Planning Commission established under GHMC chapter 2.20 shall meet monthly and/or as needed on the first and third Thursday of the month at 5:00 p.m.

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

D. Arts Commission. The Arts Commission established under GHMC chapter 2.49 shall meet quarterly on the second Tuesday of the month at 5:30 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 quarterly and as needed. They shall meet on the first Wednesday of the month at 5:30 p.m.

RESOLVED by the City Council this 23<sup>rd</sup> day of November, 2009.

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: 11/16/09  
Passed by the City Council: 11/23/09  
Resolution No. 811





**Subject: Amendment to 2009  
Mandatory Furlough Policy**

**Proposed Council Action:**

Adopt a resolution amending the 2009  
Mandatory Furlough Policy

**Dept. Origin:** Administration  
**Prepared by:** Rob Karlinsey  
**For Agenda of:** November 23, 2009  
**Exhibits:** Resolution & Policy

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CLH 11/18/09</u>
<b>Approved by City Administrator:</b>	<u>RSK 11/18/09</u>
<b>Approved as to form by City Atty:</b>	<u>VIA EMAIL</u>
<b>Approved by Finance Director:</b>	<u>DP</u>
<b>Approved by Department Head:</b>	<u>RSK</u>

Expenditure	Amount	Appropriation
Required See fiscal note below	Budgeted N/A	Required N/A

**INFORMATION / BACKGROUND**

After the 2009 mandatory furlough policy was adopted, discussion began on potential furloughs in 2010. Due to a variety of reasons, 2010 furloughs, which were assumed in our 2010 financial forecast, now appear to be off the table. As a result, additional layoffs will need to come at the end of the first quarter of 2010.

Section 2.5 of the 2009 mandatory furlough policy states that employees scheduled for layoff on or before January 4, 2010 are not subject to the 2009 furloughs. Now that there is an additional group of employees who are proposed to be laid off on April 1, 2010 (last day of employment proposed for March 31, 2010), we are proposing that this latest group not be subject to furloughs for the remainder of this year.

The proposed amendment to the 2009 mandatory furlough policy reads as follows:

- 2.5 Employees Scheduled for Layoff – Employees who have been officially notified that they will be laid off on or before January 4, 2010 are not subject to 2009 furloughs. Employees who have been notified that they will be laid off between January 4, 2010 and April 4, 2010 are not subject to the remainder of the 2009 furloughs starting November 24, 2009.

The adopted 2009 mandatory furlough policy establishes furlough dates as follows:

Furlough Dates

- September 4
- October 12
- November 25
- December 24
- December 28
- December 29
- December 30
- December 31

The employees proposed for April 1, 2010 layoff have already participated in the September 4 and October 12 furlough days. Under this proposed policy amendment, these employees will not be subject to furlough days going forward (November 25-December 31).

Employees not subject to furlough days will still be required to work on furlough days. Because City Hall will be closed on furlough days, we are encouraging non-furloughed employees to work from home on those days. Immediately following a furlough day, non-furloughed employees are required to provide a brief written report of work accomplished, and they are required to attach this report to their time sheets.

**FISCAL CONSIDERATION**

The \$116,000 in estimated savings from the 2009 furloughs will be reduced by approximately \$7,000 as a result of not including the employees scheduled for April 1, 2010 layoff in the remainder of the 2009 furloughs.

**BOARD OR COMMITTEE RECOMMENDATION**

n/a

**RECOMMENDATION / MOTION**

**Move to:** Adopt a resolution amending the 2009 Mandatory Furlough Policy

**Karlinsey, Rob**

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**From:** Angela S. Belbeck [abelbeck@omwlaw.com]

**Sent:** Wednesday, November 18, 2009 9:50 AM

**To:** Karlinsey, Rob

**Subject:** RE: Amendment to 2009 Mandatory Furlough Policy

Looks good--just need to spell check. Let me know if you need anything else.  
--Angela

---

**From:** Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]

**Sent:** Tuesday, November 17, 2009 1:45 PM

**To:** Angela S. Belbeck

**Subject:** RE: Amendment to 2009 Mandatory Furlough Policy

OK, thanks. Attached is also the Council Bill. Are you OK with it?

---

**From:** Angela S. Belbeck [mailto:abelbeck@omwlaw.com]

**Sent:** Monday, November 16, 2009 9:26 AM

**To:** Karlinsey, Rob

**Subject:** RE: Amendment to 2009 Mandatory Furlough Policy

Hi Rob. Just a couple changes to recommend.

--In the resolution, delete the 4th WHEREAS clause (relating to creating the policy)

--In the Exhibit, on the effective date be sure to reference the amendment effective date (or whatever the city typically does to reflect a policy has been amended).

That's it. Let me know if you need anything else.

--Angela

---

**From:** Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]

**Sent:** Friday, November 13, 2009 5:55 PM

**To:** Angela S. Belbeck

**Subject:** Amendment to 2009 Mandatory Furlough Policy

Angela –

Can you please review the attached resolution and amendment to the furlough policy (see section 2.5)?  
Thanks.

--Rob

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR,  
WASHINGTON, AMENDING RESOLUTION NO. \_\_\_\_\_,  
ACKNOWLEDGING AND APPROVING CERTAIN  
POLICIES REGARDING MANDATORY EMPLOYEE  
FURLOUGHS FOR 2009 AS CLARIFICATION OF THE  
CITY'S ANNUAL SALARY ORDINANCE.**

WHEREAS, due both to the economy and to the limited revenue sources available to local governments in the state of Washington, the City of Gig Harbor is experiencing budget shortfalls and limitations; and

WHEREAS, the Mayor and City Administrator have implemented layoffs in accordance with the 2009 adopted budget to help address that budget shortfall; and

WHEREAS, continued furloughs into 2010 are unlikely and additional layoffs are proposed for April 1, 2010; and

WHEREAS, the City Council wishes to amend the mandatory furlough policy so that Employees who have been recently notified they will be laid off between January 4, 2010 and April 4, 2010 are not subject to the remainder of the 2009 furloughs starting November 24, 2009. Now, therefore,

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

Section 1. The attached mandatory furlough policy shown as Exhibit A to this resolution, promulgated by the Mayor and City Administrator, is hereby amended as shown in Section 2.5 of the policy.

Section 2. The City Council acknowledges that this policy has been adopted in order to address unanticipated economic shortfalls and as such, these furloughs will constitute budget related furloughs within the meaning of 29 C.F.R.

§541.710 and are an integral part of the City's expenditure reduction efforts within the meaning of Chapter 430, Washington Session Laws of 2009.

RESOLVED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

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

**EXHIBIT A**

**CITY OF GIG HARBOR**

**2009**

**MANDATORY FURLOUGH  
POLICY AND PROCEDURE**

**Effective:** September 1, 2009; Amendment (Res. No. \_\_\_\_ ) Effective Date: November 24, 2009.

**End Date:** December 31, 2009

The City reserves the right to revise, supplement, clarify or rescind any policy or portion of a policy when deemed appropriate by the Mayor or City Administrator.

**1.0 OVERVIEW**

- 1.1 INTENT OF POLICY - This policy is in addition to the City of Gig Harbor Personnel Policies and serves as a general guide to the City's employment practices and procedures. This policy is not intended to repeal or conflict with the City's Voluntary Furlough Policy. In the event that there is a conflict between the City's Voluntary Furlough Policy and this policy, this policy shall govern. This policy is not intended to be a contract, express or implied, or any type of promise or guarantee of specific treatment upon which you may rely, or as a guarantee of employment for any specific duration.

Employees who are exempt from collective bargaining representation or otherwise deemed executive, managerial, or confidential by the City are considered at-will employees and may be terminated from City employment at any time with or without cause and with or without notice. All other employees' employment status shall be governed by the personal employment contract, collective bargaining agreement, civil service rules, City Personnel Policies, or other written document applicable to the individual case.

- 1.2. SCOPE OF POLICY - In cases where this policy conflicts with any City ordinance, Civil Service rule and regulation, the provision of a collective bargaining agreement, state or federal law, the terms of the law or agreement prevail. In all other cases, this policy applies.
- 1.3 ASSIGNMENT OF FURLOUGH DATES - A significant budget shortfall has been forecasted for 2009-2010. In order to address the shortfall, program and position cuts have been implemented. In order to preserve remaining services and reduce the need for reductions in force, the City may require mandated leave by all furlough-eligible City employees on the following days during the 2009 calendar year:

Furlough Dates

September 4  
October 12  
November 25  
December 24  
December 28  
December 29  
December 30  
December 31

The Mayor and City Administrator are authorized to close the Civic Center on the above dates. The majority of furlough-eligible employees will be taking the above dates as their designated furlough day. When needed, alternate dates may be used. In the rare occasion when a department must utilize a date other than those designated above, the date selected must be clearly communicated to payroll and approved in advance and in writing by the City Administrator. It is the responsibility of each furlough-eligible employee and their supervisor to administer this policy so that all furlough-eligible employees participate fully in the program. The City Administrator, at his discretion and subject to benefit eligibility rules, may not require regular part-time employees to take all or a portion of the above furloughs.

In addition, the City Administrator may approve voluntary furloughs upon application by individual employees. The City Administrator reserves the right to approve or deny voluntary furlough requests, based on the business needs of the City (see Voluntary Furlough Policy). Up to eight voluntary furlough days taken before September 1, 2009 may be credited against the 2009 mandatory furlough days. If the credit is taken, the employee will have to use accrued vacation or comp time on furlough day(s) or work extra hours (not to exceed 40 total compensable hours for a given work week) to make up for the credited furlough day(s).

- 1.4 DEFINITIONS - The following definitions are meant to clarify the language used in this policy in reference to furlough process and eligibility.

Delayed Furlough Day – A day off without pay taken in place of a designated furlough day.

Budget Shortfall Furlough – Also referred to as “mandated leave” or “furlough day” caused by a revenue shortfall requiring budget reductions and the placement of employees in a temporary status without duties and without pay. Furloughs will temporarily be administered as follows:

1. Notification of furlough is to be processed in writing at least 30 days in advance when possible; shorter notice may be provided in the event of an emergency or other unforeseen financial or scheduling complication which could impair the operations of the city.

2. During an emergency budget furlough day, furloughed employees remain City employees.
3. Outside employment for furloughed employees remains subject to the City's policies, procedures, collective bargaining agreements, civil service rules and regulations, and other established guidelines.
4. Furloughed employees may not volunteer to do what the City otherwise pays employees to do.

FLSA-Exempt Employee – An individual designated by the City Administrator as being employed in a bona fide executive, administrative, or professional capacity, as defined by the Fair Labor Standards Act (FLSA) or the Washington Minimum Wage Act (WMWA), and who is therefore exempt from the overtime pay and minimum wage requirements of the FLSA or the WMWA.

Furlough Day – Any day in which a furloughed employee is placed in a temporary status without duties and without pay due to a financial need to reduce expenditures caused by declining revenues.

Furlough-Eligible / Must Report Person – Any position that has been identified as furlough eligible, however, due to job necessity, the employee is required to work on a designated furlough day. In this situation, the employee must take a replacement furlough day at an agreed upon later date.

Furlough-Ineligible Positions – Positions with assigned duties which must, in the judgment of the City Administrator, be performed on one or more of the scheduled furlough day(s). These positions may change throughout the furlough process, and these positions may be required to take some unpaid furlough days (or hours) and not others. Employees working in a furlough ineligible position are not required to make up furlough days.

Furloughed Employee – Any employee who is placed in a temporary status without duties and without pay due to budget shortfalls requiring expenditure reductions.

Hourly – An employee who is entitled to be paid for all actual hours that he/she is required or permitted to work at either the straight time regular hourly rate for hours worked up to and including forty (40) in the workweek or overtime hourly rate at one and one-half times the hourly employee's regular rate of pay for each hour worked in excess of forty (40) in the workweek.

Voluntary Furlough -- A furlough day or days, initiated at the request of an employee in which the employee is in a temporary status without duties and without pay due to a financial need to reduce expenditures caused by declining revenues.

Workweek – A fixed and regularly recurring period of 168 hours during seven consecutive twenty-four hour periods.



2.0 **CLASSIFICATION**

2.1 Employment Contract Workers – Not applicable.

2.2 FLSA-Exempt Employees – All employees, including FLSA-exempt employees, who are identified as furlough-eligible, will be strictly prohibited from working on furlough days. During weeks in which a furlough occurs, FLSA-exempt employees will be converted to hourly status. FLSA-exempt employees will be required to track their hours consistent with the standard hourly tracking practices used in their home department. During the period when FLSA-exempt employees are converted to hourly, they must subscribe to standard working hours and all other rules (e.g., rest periods and meal periods) which are required in their home department. For example, partial day absences due to medical appointments must be requested in advance and deducted from the employee's sick leave accrual balance.

During weeks in which FLSA-exempt employees are converted to an hourly status, care must be taken to ensure that hourly rules are observed. FLSA-exempt employees converted to an hourly status in a week in which a furlough occurs are specifically directed not to work hours in excess of a standard schedule without the specific authorization of their supervisor or manager. FLSA-exempt employees must observe the agreed upon starting and ending times to each work day. Such work includes being physically present in the office, working at home, working online, working on the telephone, "working lunches", working on a blackberry or working on a cell phone. All work in service of the City for which an individual does not receive compensation through the approval process, including overtime, is prohibited. Attendance at off-hour meetings such as public hearings is compensable and must be recorded during furlough-affected weeks. During weeks in which FLSA-exempt employees are converted to hourly status, they may flex their work schedules, on an hour-for-hour basis within the work week, to make up for time worked during off-hours (evening meetings, for example).

FLSA-exempt employees who are otherwise furlough-eligible but who submit an "Intent to Retire" form will not be converted to an hourly status during weeks in which a furlough occurs.

2.3 Interns— Not applicable—the City will have no paid interns during the duration of this policy.

2.4 Regular Part Time / Hourly– Regular part-time employees working 20 hours or more per week are not subject to the furlough policy. Unless business needs dictate otherwise, regular part-time employees are discouraged from working days that city buildings are closed due to furloughs, and they may be required to adjust their work schedules accordingly. Regular part-time and hourly employees will not be used to substitute for regular full-time employees who are on furlough days.

2.5 Employees Scheduled for Layoff – Employees who have been officially notified that they will be laid off on or before January 4, 2010 are not subject to 2009 furloughs.

Employees who have been notified that they will be laid off between January 4, 2010 and April 4, 2010 are not subject to the remainder of the 2009 furloughs starting November 24, 2009.

**3.0 PAY AND BENEFITS**

Unless otherwise provided for in an applicable collective bargaining agreement, the following applies:

- 3.1 Adjusted Service Date: An employee's adjusted service date (for leave accrual, seniority, and other purposes) shall not be changed due to unpaid furlough days.
- 3.2 Probationary Periods: Probationary periods are generally six (6) months in length. With the institution of furloughs, probationary periods will continue to be six months. Unless an employee is on more than fifteen (15) furlough days during the probationary period, furlough days will not be considered as a reason to extend a standard probationary period.
- 3.3 Meal/Rest Periods: There will be no change in meal and rest periods due to furlough days being observed in any work week.
- 3.4 Workweek: The definition of "workweek" will consist of seven consecutive 24 hour periods or 168 consecutive hours. The Mayor has determined that an equivalent of eight 8-hour furlough days (or 64 hour) per eligible employee will be observed during 2009, reducing the days worked during the weeks under which a furlough day occurs. The Department Heads will be responsible for administering workweeks affected by the furlough program.
- 3.5 Recordkeeping Requirements: Under the FLSA, the City is required to keep records on employee time. For FLSA overtime-eligible employees, this means that records must be kept for hours worked each day and the total hours worked each workweek. Recordkeeping requirements also apply to FLSA-exempt employees who are identified as furlough-eligible because they are converted to hourly employees in a week in which a furlough day occurs. During such weeks, FLSA-exempt employees will be required to conform to all of the policies normally observed by hourly employees. Attendance at off-hour meetings, such as public hearings, are compensable and must be recorded during furlough affected weeks.
- 3.6 Overtime / Compensatory Time: Those terms and conditions describing overtime and compensatory time contained in collective bargaining agreements, City policy, ordinance, or any other recognized guideline will continue to apply. When FLSA-exempt employees are converted to an hourly status during a week when a furlough occurs, hourly terms and conditions will apply to them. For example, an FLSA-exempt employee who, due to business conditions such as an emergency call out, works more than forty (40) hours in a week while in an hourly status will earn overtime payment or compensatory time.

Compensatory time accrual for FLSA-exempt staff converted to hourly during furlough affected weeks will only be approved in rare and unusual circumstances. Managers must consult with the City Administrator prior to making such approvals.

Mandatory unpaid leave (furloughs) will not count as hours worked toward the overtime threshold.

- 3.7 Medical, Dental, Vision Benefits: Medical, dental, vision, EAP and other insurance benefits (with the exception of life and disability insurance which is calculated based on salary) will be unaffected by the furlough, except when an employee is on unpaid status for 30 consecutive days or more.
- 3.8 401(a) and 457 Retirement Plan Contributions: The City's 401(a) defined contribution retirement plan is based on earnings. Furloughs will reduce earnings and therefore reduce the City's and the employee's contribution to the 401(a) plan. Employee participation in other plans such as the 457 deferred compensation plan which are may be contributed as a percentage of income will also be reduced accordingly.
- 3.9 Paycheck Averaging. For employees affected by the scheduled furloughs, the City will spread the reduction in pay caused by the eight furlough days across all pay periods starting from the August 23-September 5, 2009 pay period to the December 27-January 9, 2010 pay period. If an employee subject to furloughs and paycheck averaging leaves the employment of the City for any reason before the end of the paycheck averaging, said employee shall receive any back pay due to them with their last paycheck. Employees scheduled for layoff as per section 2.5 will not be subject to paycheck averaging. Merit increases and bonuses will be calculated on the full-time salary before the adjustment for furloughs is made. Base pay for the calculation of Union or FLSA overtime shall be based on the contract rate of pay or the FLSA unadjusted rate and not on the hourly rate established through the pay check averaging process.

#### **4.0 ALTERNATIVE WORK ARRANGEMENTS**

- 4.1 Alternate Workweeks: Individuals working a compressed workweek (e.g., 9/80 or 4/10 hour workweeks) will be required to observe unpaid furlough days. The amount of unpaid furlough hours for 2009 will be equivalent to eight (8) unpaid eight hour furlough days (or 64 hours). Individuals on compressed workweeks must work collaboratively with their managers and supervisors to establish a 2009 schedule of observed, unpaid furlough days consistent with their department furlough days. When a flex day falls on a furlough day, the preferred approach when identifying an alternate day to be observed as a furlough day is to schedule the furlough day within the same week. The less preferred approach is to schedule the alternate furlough day within the same pay period. These employees will need to either take vacation or work extra hours during the same work week to compensate. Compressed work week employees whose furlough day (eight hours) is shorter than they would otherwise be required to work for that day (nine hours for example) must make up for the extra hour(s) by either taking vacation time or working extra hour(s) in the same work week as the furlough day.

4.2 Timekeeping: Each department is responsible for establishing methods to ensure furlough days are observed by each furlough-eligible employee.

4.3 Telecommuting: Not applicable.

#### 5.0 LEAVE ADMINISTRATION:

5.1 Vacation and Leave Accruals: The accrual of vacation, sick leave, holidays, floating holidays, and other leave (jury duty, bereavement, etc.) will not be affected by the 2009 scheduled furlough days, unless the employee is in unpaid status for 30 consecutive days or more.

5.2 Vacation. Employees may not use their paid vacation benefit on a day they would not normally be paid. Furlough days are not paid. Some City employees, who would otherwise be furlough-eligible, will be allowed to use vacation on emergency budget furlough days. They include employees who intend to retire on or before April 1, 2010, employees who are scheduled for layoff on or before January 4, 2010, and furlough-ineligible employees.

5.3 Vacation Carryover. Failure to use vacation leave beyond the maximum accrual amount results in forfeiture of the vacation leave unless specific "carryover" authorization has been provided by the City Administrator. This authorization will generally be granted in instances where, due to the direct result of the furlough, vacation use was either denied or, due to the furlough, no opportunity was available to schedule or reschedule before the end of the year. It is the responsibility of employees and managers to plan their vacations and workload during the year in order to avoid maximum vacation accrual issues. Departments have the obligation to ensure that the necessary adjustments to employee schedules are made prior to the end of year.

5.4 Family Medical Leave (FMLA). Employees will continue to have 12 weeks of protected Family Medical Leave as allowed under the Family Medical Leave Act (FMLA). Employees will not have a right to be paid on any day for which they would not normally be paid. In other words, employees on FMLA are not entitled to a paid day on a furlough day. Employees on FMLA leave will have the equivalent number of protected days for each furlough day added to the end of the 12 weeks of protected FMLA leave.

Eligibility. A furlough day is considered to be a regular day off and should not be counted when calculating leave eligibility. For example, when calculating whether the employee worked 1,250 hours in the previous 12 month period under FMLA, one would not count any furlough days as earned or hours worked.

5.5 Military Leave. The Washington State Legislature changed the number of paid military leave days from 15 to 21 in 2008. Managers and supervisors will continue to grant military leaves in accordance with the law. The annual leave periods are not to exceed 21 work days during each year. Such leaves are made with pay to employees eligible for

leave benefits for the purpose of taking part in active duty or military training. Employees are not eligible to be paid for military leave on days when they would not normally be paid. Unless identified as “furlough-ineligible,” employees on military leave are not paid on furlough days. Persons taking military leave will continue to receive 21 paid work days per year to take part in active duty or military training. The requirements to submit a written request for military leave to the employee’s supervisor and attach copies of military documents that order the active duty will continue to be required.

- 5.6 Active Military Duty. USERRA provides that employees on a furlough or a leave of absence are to be given the same rights of employees on other types of leave. In the case of a furlough, active military employees do not have any more rights than other employees to use paid leave accruals while on leave for military service. For employees receiving supplemental military pay, furloughs will impact their regular differential pay. Employees will not receive supplemental pay for furlough days.
- 5.7 Domestic Violence Leave. Effective April 1, 2008, under Washington State law, employees who are victims or who are family members of victims of domestic violence, sexual assault or stalking may take a reasonable period of leave to receive medical treatment, attend legal proceedings or address safety concerns. The employee may elect to use sick leave, other paid time off, compensatory time or unpaid leave time. Managers and supervisors must continue to approve paid or unpaid leave time for domestic violence leave; however, they may not approve the use of paid leave time for those days for which an employee would not normally be paid. Managers and supervisors may not approve the use of paid domestic violence leave for scheduled unpaid furlough days.
- 5.8 Bereavement Leave. Employees are not eligible to be paid for bereavement leave on days when they would not normally be paid. Managers or supervisors will continue to approve bereavement leave within the limitations established. Managers or supervisors may not approve the payment of bereavement days for scheduled unpaid furlough days.
- 5.9 Jury Duty. Employees are not eligible to be paid for jury duty on days when they would not normally be paid. Employees called to jury duty during a furlough day would not be eligible to receive their regular compensation on that day but may be eligible to keep their court provided jury duty pay for that day which would otherwise be returned to the City.
- 5.10 Washington Family Care Act (WFCA). The furloughs should have no impact to WFCA leaves of absence. The WFCA provides that an employee may use paid leave accruals when caring for a qualifying family member with a serious health condition. The WFCA does not overrule a collective bargaining agreement or employer policies regarding the use of paid leaves. As a result, employees are not entitled to paid leave under the WFCA on a furlough day.
- 5.11 Pregnancy, Childbirth or Pregnancy Related Conditions (PCPRC). Furlough days do not impact PCPRC leave. The City will continue to treat female employees on PCPRC in the

same manner as other employees on leave for sickness or other temporary disabilities. PCPRC paid leave may not be taken on an unpaid furlough day.

- 5.12 Sick Leave Use. Employees may not use sick leave for furlough days. Employees may use paid leave benefits only on those days they are normally scheduled to work. Employees are not eligible to be paid for sick leave on days when they would not normally be paid.
- 5.13 Compensatory Time. Compensatory time, like overtime, should not accrue as a direct or indirect result of furlough days. In other words, except in rare circumstances, furlough days should not cause employees to work extra hours on non-furlough days. Employees are not eligible to be paid for compensatory time on days when they would not normally be paid. Compensatory time will not be used in place of designated unpaid furlough days.

Employees who are required to work evening meetings should flex that time, hour for hour, within the same work week. For example, an employee who works two hours at a night meeting may come into work two hours late that same day or any other day within that same work week. Employees must work with their supervisor to determine when to flex their hours within the work week.

FLSA-exempt employees who are permitted to earn compensatory time during a furlough week in which they are designated as hourly must also use compensatory time during a furlough week in which they are designated as hourly. Managers and supervisors must consider very carefully (in advance) whether compensatory time will be approved in lieu of overtime payments. The recommended approach is that all hourly employees work within the adjusted hour workweek structure and not incur compensatory time or overtime during a designated furlough week. Any furlough-eligible employee incurring unapproved compensatory time or overtime during a designated furlough week will be subject to discipline. On call out emergencies, employees are required to call a supervisor for approval to call out additional employees. If the employee is unable to contact a supervisor in a timely manner, the employee has the discretion to call out additional employees to assist with emergencies. If an employee is called in to work without 24 hours advance notice, the employee is not required to take alternate furlough time.

- 5.14 Holiday Pay. The requirement to be in paid status the day before and the day after a holiday in order to be paid for the holiday will be waived in those circumstances where the unpaid day is a furlough day (this includes make up furlough days and alternate furlough days). If an individual is in an unpaid status on a day before or a day following a holiday not caused by a furlough day, the employee will not be paid for the holiday.

## 6.0 RESCISSION OF APPROVED LEAVES.

There are many circumstances under which employees may have requested and have already received approval for vacations falling on what have become furlough days.

In general terms, City employees are not eligible to be paid for any days when they would not normally be paid . One may not, for example request and have approved vacation day payments for weekends unless the weekend is a normally scheduled work day for the employee. Unpaid furlough days are not normally scheduled work days. Rescinding leaves, rescheduling leaves or other solutions consistent with City Policy, collective bargaining agreements, or other guideline will be required to address the issue.

Unless an employee has been specified as furlough-ineligible for a mandated leave day, he or she must take the furlough day as time without pay unless an alternative furlough day has been previously arranged with the appropriate supervisor and approved by the City Administrator. In some cases, leave days are pre-approved months in advance. That is especially true if an individual has requested and had approved a lengthy vacation. Managers and supervisors should examine all leaves which received approval prior to July 1, 2009. If a paid leave day that had been approved for 2009 is now scheduled to be an unpaid furlough day, the director, manager or supervisor will engage the matter and resolve the situation as outlined in this document. Unpaid furlough days may occur during a multi-day vacation or a multi-day sick leave occurrence.

Employees must be provided the furlough schedule. Employees must be informed that the day has been identified as an unpaid furlough day. When rescinding previously approved leaves, a supervisor, manager or director should consult with the City Administrator to make sure that all appropriate steps have been followed. When rescinding previously approved paid leaves, the employee should receive appropriate written notice.

## **7.0 RETIREMENT**

In accordance with the provisions of the recently enacted SB 6157, any compensation foregone by a member of the State Retirement System applicable to municipal employees shall include any compensation foregone by a member during the 2009 to 2011 fiscal biennium as a result of reduced work hours, voluntary leave without pay or temporary furloughs. These rules shall be interpreted in accordance with the state of Washington's DRS rules which are anticipated to be issued on or about July 1, 2009.

## **8.0 COMMUNICATION.**

- 8.1 New Hires. In the unlikely event that a new employee is hired in 2009, all job offer letters must include a notification of furlough days. Employees who are furlough-eligible will not be paid for designated furlough days. Employees hired on a schedule which calls for those dates to be a regularly scheduled work day must arrange an alternative furlough day with their supervisor. In addition, 2009 job postings should include the following: "This position may be subject to up to eight (8) days of unpaid furlough leave in 2009."
- 8.2 All City Communication. Furlough-eligible employees will be notified in broadcast e-mails or by other forms prior to the onset of mandatory furloughs.

**9.0 ADDITIONAL.**

- 9.1 Grievance Procedures/Timelines. Grievance procedures typically specify the number of days for each step of a grievance. The number of days is typically specified as “days,” “calendar days,” or “business days.” The terms and conditions of all collective bargaining agreements will be observed unless specifically overridden by a Memorandum of Understanding. Where a collective bargaining agreement specifies “calendar days,” furlough days will generally be considered calendar days. Where the collective bargaining agreement specifies “business days,” furlough days will be considered business days if the employee is furlough-ineligible and non-business days if the employee is furlough-eligible. Where the collective bargaining agreement specifies “days,” the parties will agree on the meaning of the term upon notification of the grievance.

There is no property right to scheduled or substituted furlough days. There is no requirement to hold Loudermill hearings on furloughs for employees who are identified as furlough-eligible.

- 9.2 Unemployment Compensation. Eligibility is determined by the Washington State Department of Employment Security.

- 9.3 Emergency Procedure. In those cases where an emergency call out occurs on a furlough day or during a furlough week, employees may be called back to work. Such employees are compensated in accordance with standard compensation procedures and in conformance with the applicable collective bargaining agreement. FLSA-exempt employees may be called back to work on a furlough day. FLSA-exempt employees are compensated on an hourly basis for all time worked within a furlough affected week. FLSA-exempt employees are required to track their time during a furlough affected week consistent with the practices in their department. Overtime pay is paid to such non-represented employees for all hours worked in excess of forty (40) hours within that week including weekend days within the same week. If such employees are represented, they are paid in accordance with their collective bargaining agreements for calculation of overtime.

In the case of an employee being called to work on an unpaid furlough day due to emergency situations, the employee is not required to make up the furlough day at a later date.

**10.0 PUBLIC DISCLOSURE ACT.**

The term “business day” is not defined under the Public Records Act. When considering whether one should count a furlough day as a business day, one should keep in mind that the act is to be liberally construed. Recognizing that some parts of the city will be open on furlough days, the recommended course of action is to regard all furlough days as business days for public disclosure request purposes.





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)

PAYSAY LLC

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)

See Attached Exhibit A

Assessor's Property Tax Parcel or Account Number:

758000-085-4

Reference Number(s) of Documents assigned or released:

**SANITARY SEWER FACILITIES EASEMENT  
AND MAINTENANCE AGREEMENT**

This Sanitary Sewer Facilities Easement and Maintenance Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PAY SAY LLC, residing at 13711 ROSSLYN LN CYPRESS, TX 77429, mailing address \_\_\_\_\_ (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 BUONA VITA (street address) XXX 64TH ST NW, (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 PAC WEST ENGINEERING, dated 9/24/09 (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 Buona Vita, 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 Declarant:

PAYSAY LLC  
13711 CROSSLYN LN  
CYPRESS TX 77429

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.





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

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

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

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

EXHIBIT A  
LEGAL DESCRIPTION

The south 80 feet of the north 195 feet of the west 172 feet of tract 30, of Shore Acres, Pierce County, Washington, according to plat recorded in book 10 of plats, page 82, records of Pierce County Auditor,

Together with the following described property:

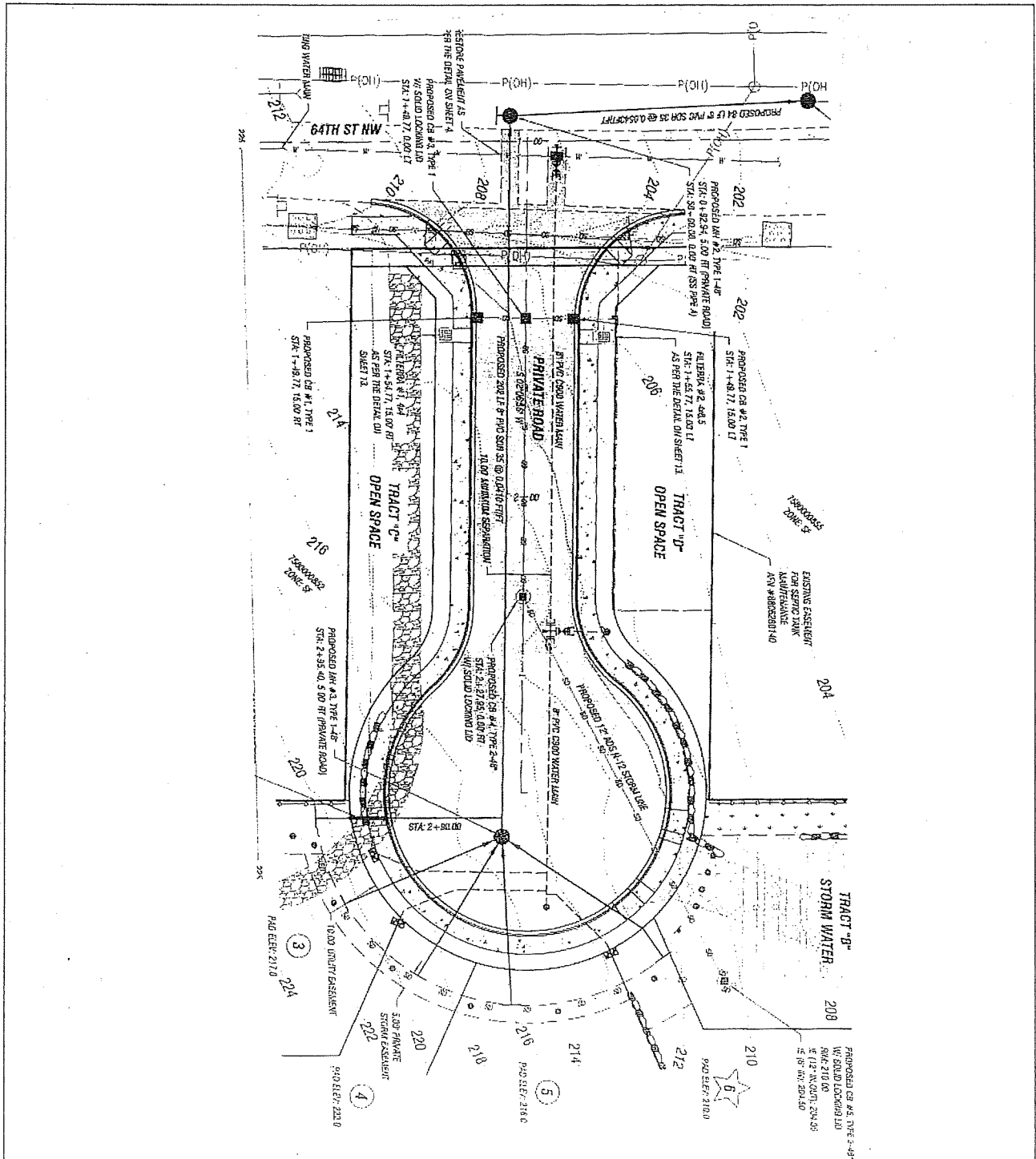
Commencing at northwest corner of said lot 30, 300 feet to the point of beginning,  
Thence continuing east 102 feet;  
Thence south 155 feet;  
Thence east 100 feet;  
Thence south 148.71 feet;  
Thence west 300 feet;  
Thence north 148 feet;  
Thence east 98 feet;  
Thence north 155 feet to the point of beginning.

Except roads.

Situate in the County of Pierce, State of Washington.

Tax parcel no. 758000-085-4

**EXHIBIT B**





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

**Subject:** Award of Contract for Construction of Soundview Sidewalk Improvements Project

**Dept. Origin:** Public Works

**Proposed Council Action:**

**Prepared by:** Marcos McGraw, Project Engineer *DM*

A. Authorize the Mayor to award and execute a contract with Sound Excavation, Inc. for the construction of the Soundview Sidewalk Improvements Project in an amount not to exceed \$33,309.00.

**For Agenda of:** November 23, 2009

**Exhibits:** Public Works Contract

B. Authorize the Public Works Director to approve expenditures up to \$3,330.00 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment.

**Concurred by Mayor:**

Initial & Date

**Approved by City Administrator:**

*CLH 11/19/09*

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

*RJK*

**Approved by Finance Director:**

*email - Std Contract*

**Approved by Department Head:**

*DF 11/19/09*

<b>Expenditure Required</b>	See "Financial Consideration"	<b>Amount Budgeted</b>	\$140,369	<b>Appropriation Required</b>	0\$
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**INFORMATION/BACKGROUND**

The work consists of improving pedestrian and bicycle access between the Cushman Trail Hollycroft Trailhead and the section of the trail between Soundview Drive and Kimball Drive. It provides for widening sidewalk along the east side of Soundview Drive between Olympic Drive and Hollycroft Street.

The City of Gig Harbor signed an inter-local agreement with Washington State Department of Transportation (WSDOT) on June 23, 2009 for construction improvements on a section of the existing Cushman Trail.

**CONTRACT BIDS**

The City requested proposals for this project from the Small Works Roster. The lowest responsible bid submitted by Dumpman Construction, Inc. of \$33,309.00 is an acceptable bid that is responsive to and meets the requirements of the bid specifications. The results of the bid proposals range as follows:

<b>BIDDER</b>	<b>BID AMOUNT</b>
Dumpman Construction, Inc.	\$33,309.00
Henderson Partners, LLC	\$47,046.00
Rainier Asphalt & Concrete	\$49,640.00
Titan Earthwork, LLC	\$53,487.10
Sound Excavation, Inc.	\$57,062.00
Rainier Excavating, Inc.	\$57,630.50
Merlino Brothers, LLC	\$57,993.50
RV & Associates, Inc.	\$65,184.00
Archer Construction, Inc.	\$68,849.00
Northern Con-Agg, LLC	\$72,566.00
RW Scott Construction Co.	\$77,170.00

The change order funding recommendation of \$3,330.00, or 10%, is typical for this type of work and size of project.

**FISCAL CONSIDERATION**

The subject project is not included in the 2009 budget. However, during the regular council meeting held June 22, 2009 the members of the City Council approved an inter-local agreement with WSDOT for the state to fund the design and construction of the subject project, in the amount of \$140,369. The following summarizes the expenditures recommended for this project:

**CONSTRUCTION CONTRACT FUNDING SUMMARY**

	<b>Basic Contract</b>	<b>Change Funds</b>	<b>Total</b>
Construction (Soundview section)	\$33,309	\$3,330	\$36,639
Materials Testing <i>(previously awarded)</i>	\$7,595	\$0	\$7,595
Construction (Hollycroft section) <i>(previously awarded)</i>	\$79,105	\$7,900	\$87,005
<b>TOTAL PROJECT RECOMMENDED AUTHORIZATION</b>			<b>\$131,239</b>

**BOARD OR COMMITTEE RECOMMENDATION**

The Parks Commission reviewed this project at their August 5<sup>th</sup> meeting. The members of this Commission provided favorable responses to the scope of work for this project.

**RECOMMENDATION/MOTION**

Staff recommends approval of Council Actions A and B.

**SOUNDVIEW SIDEWALK IMPROVEMENTS PROJECT  
CPP-0910A****CONTRACT**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Dumpman Construction, Inc., located and doing business at, P.O. Box 2352, Gig Harbor, WA 98335, 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 shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the construction of the Soundview Sidewalk Improvements Project, CPP-0910A. This contract generally provides for clearing and grading a section of existing planter strip, removing existing sidewalk, construction of 10 foot wide cement concrete sidewalk, pedestrian ramps, driveway entrances, and trail related signage, and other work, all in accordance with the Contract Documents and shall perform any changes in the work, all in full compliance with the contract documents entitled "Soundview Sidewalk Improvements Project, CPP-0910A," 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 Thirty-Nine Thousand Three Hundred and Nine Dollars and No Cents (\$33,309.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.

1. Work shall commence and contract time shall begin as specified in Section 1-08.4 of the Special Provisions of the contract documents. All contract work shall be completed within the working days specified in Section 1-08.5 of the Special Provisions of the contract documents.
2. The Contractor agrees to pay the City the sum of \$333.00 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.

- 5. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 6. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 7. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
 Charles L. Hunter, Mayor  
 City of Gig Harbor

\_\_\_\_\_  
Print Name: \_\_\_\_\_

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

ATTEST:

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

APPROVED FOR FORM:

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



**Subject:** Historic Resource Survey Contract with Mildred Andrews d/b/a as the Andrews History Group

**Proposed Council Action:** Approve and authorize the Mayor to execute a contract with the Mildred Andrews to expand the *City of Gig Harbor Downtown/Millville District Inventory Project*

**Dept. Origin:** Administration

**Prepared by:** Lita Dawn Stanton  
Historic Preservation Coordinator

**For Agenda of:** November 23, 2009

**Exhibits:** Contract and Exhibits

Initial & Date

**Concurred by Mayor:**

CLH 11/19

**Approved by City Administrator:**

PSJK

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

res email

**Approved by Finance Director:**

CR 11/09

**Approved by Department Head:**

\_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$ 1,620.00	Budgeted \$1,620.00	Required \$ -0-

**INFORMATION / BACKGROUND**

In 2009 Pierce County approved a grant program to promote historic preservation through programs per RCW 36.22.170 (1) (a). The City of Gig Harbor successfully applied for and received an appropriation of \$1,620.00 to expand the 2008/2009 Historic Resource Survey of the Millville District, and a portion of the downtown and the Finholm District. The original survey was completed by the Andrews History Group this year. Funding from Pierce County allows the City to expand the original survey area and include 15 additional properties. This information will be added to the city / state database. Results of the final survey will be used to provide a basis for decisions to refine the City's historic district boundaries and define the range of architectural styles in the city's historic neighborhoods. (This is an inventory only and if listed, does not obligate the property owner in any way.)

**FISCAL CONSIDERATION**

None. The grant amount from Pierce County is \$1,620.00.

**BOARD OR COMMITTEE RECOMMENDATION**

In 2006 the Design Review Board requested that a formal inventory of historic neighborhoods be initiated.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the contract with Mildred Andrews d/b/a the Andrews Group to expand the City of Gig Harbor Downtown/Millville District Inventory Project.



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND**

**Mildred Andrews dba The Andrews History Group**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and **Mildred A. Andrews**, a single woman, doing business as **The Andrews History Group** (the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in **Historic Resource Survey of the Downtown/Millville District** and desires that the Consultant perform services necessary to provide the following consultation services; 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;

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

**TERMS**

**1. Retention of Consultant - Scope of Work.** The City hereby retains the Consultant to provide professional services as defined in this Agreement and as necessary to accomplish the scope of work attached hereto as **Exhibit A** and incorporated herein by this reference as if set forth in full. The Consultant shall furnish all services, labor and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this Agreement.

**2. Payment.**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed **one thousand six hundred twenty dollars and no cents (\$1,620.00)** for the services described in Section 1 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. 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 18 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.

**3. 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 subconsultant of the Consultant shall be or shall be deemed to be the employee, agent, representative or subconsultant 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 subconsultants of the Consultant. The Consultant will be solely and entirely responsible for its acts and for the acts of its agents, employees, representatives and subconsultants 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.

**4. Duration of Work.** The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **December 18, 2009**; provided however, that additional time shall be granted by the City for excusable days or extra work.

**5. Termination.** The City reserves the right to terminate this Agreement at any time upon ten (10) days written notice to the Consultant. Any such notice shall be given to the address specified above. In the event that this Agreement is terminated by the City other than for fault on the part of the Consultant, a final payment shall be made to the Consultant for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the Consultant of the notice to terminate. In the event that services of the Consultant are terminated by the City for fault on part of the Consultant, the amount to be paid shall be determined by the City with consideration given to the actual cost incurred by the Consultant in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the City at the time of termination, the cost of the City of employing another firm to complete the work required, and the time which may be required to do so.

6. **Non-Discrimination.** The Consultant agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, color, creed, religion, national origin, marital status, sex, sexual orientation, age or handicap, except for a bona fide occupational qualification. The Consultant understands that if it violates this provision, this Agreement may be terminated by the City and that the Consultant may be barred from performing any services for the City now or in the future.

7. **Indemnification.**

A. The Consultant agrees to hold harmless, indemnify and defend the City, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the Consultant, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the Consultant, its officers, agents, subconsultants or employees, in connection with the services required by this Agreement; provided, however, that:

1. The Consultant's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the City, its officers, agents or employees; and

2. The Consultant's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the Consultant and the City, or of the Consultant and a third party other than an officer, agent, subconsultant or employee of the Consultant, shall apply only to the extent of the negligence or willful misconduct of the Consultant.

B. 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.

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

8. **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, subconsultants or subcontractors.

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 coverages 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 upon request.

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.

**9. 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.

**10. Ownership and Use of Work Product.** Any and all documents, drawings, reports, and other work product produced by the Consultant under this Agreement shall become the property of the City upon payment of the Consultant's fees and charges therefore. The City shall have the complete right to use and re-use such work product in any manner deemed appropriate by the City, provided, that use on any project other than that for which the work product is prepared shall be at the City's risk unless such use is agreed to by the Consultant.

**11. 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.

**12. Records.** The Consultant shall keep all records related to this Agreement for a period of three years following completion of the work for which the Consultant is retained. The Consultant shall permit any authorized representative of the City, and any person authorized by the City for audit purposes, to inspect such records at all reasonable times during regular business hours of the Consultant. Upon request, the Consultant will provide the City with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the Consultant, but the Consultant may charge the City for copies requested for any other purpose.

**13. 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 subconsultants 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.

**14. 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.

**15. Resolution of Disputes and Governing Law.**

A. 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.

B. 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 Public Works Director 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 prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

16. **Written Notice.** All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

CONSULTANT: Mildred Andrews  
ATTN: Julie Koler  
3035 14<sup>th</sup> West, Suite 6  
Seattle, WA 98119  
(206) 999-2383

City of Gig Harbor  
ATTN: Lita Dawn Stanton  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

17. **Subcontracting or Assignment.** The Consultant may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City. Any subconsultants approved by the City at the outset of this Agreement are named on **Exhibit C** attached hereto and incorporated herein by this reference as if set forth in full.

18. **Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Consultant, 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.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONSULTANT

CITY OF GIG HARBOR

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

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

ATTEST:

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City Clerk

APPROVED AS TO FORM:

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City Attorney

## EXHIBIT A.

The consultant team will conduct an intensive level survey of a minimum of **15 additional historic properties** in and around the Millville District to document historic buildings, structures and sites built before 1964. The survey and inventory will meet the standards and guidelines established by the State Department of Archaeology and Historic Preservation (DAHP) for this type of product.

Products will include:

- List of all resources identified in a windshield survey
- A minimum of 15 completed inventory forms per DAHP standards including determination of eligibility for local landmark designation
- CD of exported inventory records and associated digital images (inventory database)
- Field map showing resources that were considered for inclusion in the survey with a notation for each indicating whether it was included or excluded and the reasons for doing so noted.
- Survey Report completed to DAHP standards and submitted in hardcopy and MS Word format
- Prioritized list of properties that appear to meet eligibility criteria for local landmark designation and listing on the Washington State Register and the National Register of Historic Places
- Map of inventoried properties

At a minimum the following sources will be consulted:

- Pierce County Office of Community Development, Pierce County Cultural Resource Inventory (Caroline Gallacci, May 1983)
- Pierce County tax assessors records
- Sanborn Fire Insurance maps
- Local histories
- Local informants and referrals
- Historic photographs, newspapers and other archival material available through city/county archives, public library, Harbor Historic Museum and other sources



EXHIBIT B

Estimated hours for team members:

	KOLER	O'CONNOR
<b>TASKS</b>		
Reconnaissance Survey	4	4
Photograph resources		2
Input to database (tax info, etc.)		6
Property research (maps, assessor info, etc.)		22
Physical descriptions / Statement of significance	5	7
Property evaluation	3	
Survey report	8	
Total hrs @\$25		<b>\$1,020.00</b>
Total hrs @ \$30	<b>\$600.00</b>	

**Total Fee.....\$1,620.00**



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

**Subject:** 2009 Roadway Maintenance Project (CSP-0912)  
-- Escrow Agreement for Retainage

**Proposed Council Action:** Authorize the Mayor to sign and execute the Escrow Agreement with Tucci and Sons, Inc. and Columbia Bank.

**Dept. Origin:** Public Works/Engineering

**Prepared by:** Jeff Langhelm, PE, *JDL*  
Senior Engineer

**For Agenda of:** November 23, 2009

**Exhibits:** Escrow Agreement

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CUA 11/19/09</i>
<b>Approved by City Administrator:</b>	<i>RJK</i>
<b>Approved as to form by City Atty:</b>	<i>apprx via email 11/3/09</i>
<b>Approved by Finance Director:</b>	<i>JK 11/9/09</i>
<b>Approved by Department Head:</b>	<i>JK 11/9/09</i>

<b>Expenditure Required</b>	0	<b>Amount Budgeted</b>	0	<b>Appropriation Required</b>	0
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**INFORMATION/BACKGROUND**

Tucci and Sons, Inc. was awarded the construction contract for the 2009 Roadway Maintenance Project at the October 13, 2009 council meeting. Tucci has requested that their retainage be placed in an escrow account with Columbia Bank. Columbia Bank is certified as a public depository by the Washington Public Deposit Protection Commission. Exhibit A of the agreement limits investments to those allowed by the State of Washington and the City's investment policy.

**FISCAL CONSIDERATION**

The retainage amount to be placed into the escrow account is 5% of each progress payment.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Move to: Authorize the Mayor to sign and execute the Escrow Agreement with Tucci and Sons, Inc. and Columbia Bank.

Project No.: CSP-0912  
Project Name: 2009 Roadway Main Project  
Escrow No.: 7000554035

**ESCROW AGREEMENT**

TO: Bank Name: Columbia Bank  
Branch: 13th & A  
Address: 1301 A St, MS 4200  
City, State Zip: Tacoma, WA 98402  
Phone: 253-365-0260

The undersigned, Tucci and Sons, Inc., hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

**INSTRUCTIONS**

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

**RECEIVED**

NOV 09 2009

CITY OF GIG HARBOR  
ENGINEERING

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instruction, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is not caused by your failure to perform as required under this instrument, and for any loss or damage not caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this 6<sup>th</sup> day of NOVEMBER, 2009.

BANK: Columbia Bank  
Branch: 13<sup>th</sup> & A  
Address: 1301 A St, ms 2200  
City, State Zip: Tacoma, Wa 98402  
Phone: 253-305-0240  
FAX No.: 253-272-2854  
By: [Signature]  
Authorized Signature  
Title: Vice President  
7000554035  
Escrow Account No.

Contractor: Tucci and Sons, Inc.  
Address: 4224 WALLER ROAD  
City, State Zip: TACOMA WA 98443  
Phone: 253-922-6676  
FAX No.: 253-922-2676  
By: [Signature]  
Authorized Signature  
Print Name: MICHAEL F. TUCCI PRESIDENT  
Title: \_\_\_\_\_

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GIG HARBOR

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

**Exhibit "A"**

**List of Type of Bonds or Securities that are Approved  
by the City of Gig Harbor**

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

**Please indicate which type of Bonds or Securities that have  
been selected by circling the appropriate number above.**

**Subject:** First Reading of Ordinance and Two Resolutions - 2009 Comprehensive Plan Amendments and associated development agreements

**Proposed Council Action:** Review amendments, associated development agreements, draft ordinance and draft resolutions. Determine conditions for the amendments and duration of term for each development agreement.

**Dept. Origin:** Planning Department

**Prepared by:** Jennifer Kester  
Senior Planner *JK*

**For Agenda of:** November 23, 2009

**Exhibits:** Draft ordinance; draft resolutions with development agreements; Planning Commission recommendation and dissenting opinions; Staff recommendations; Public comment.

Initial & Date

**Concurred by Mayor:** *CHH 11/18/09*  
**Approved by City Administrator:** *PK*  
**Approved as to form by City Atty:** *2-mail*  
**Approved by Finance Director:** *N/A*  
**Approved by Department Head:** *TD 11/18/09*

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

The attached draft ordinance and draft resolutions reflect the Planning Commission's recommendations on the twelve Comprehensive Plan amendments which were included in the forwarded to the 2009 annual review cycle. Exhibits to the ordinance are contained in your 2009 Comprehensive Plan amendment binders.

The amendments are listed below and have been organized in the order considered by the Planning Commission. During the November 9<sup>th</sup> public hearings, questions were posed to the City staff for some amendments. Responses to those questions are located after the amendment description. In addition, in response to comments at the hearing, changes have been made to the development agreement for the 3700 Grandview land use map amendment. Those changes are detailed after the amendment description below.

**1. COMP 09-0002: Parks, Recreation and Open Space Element**

The amendment removes the existing PROS element. The current element represents a plan which expired in May 2009 and the updated plan will not be adopted until next year. Retaining an out-of-date element creates inconsistencies in the Capital Facilities Plan.

**2. COMP 09-0003: Transportation Element**

The amendment would create general short-range and long-range transportation improvement plans that will serve as a basis for the 6-year Transportation Improvement

Plan (TIP) adopted each year. The Planning Commission recommended one condition for this amendment; please see enclosed Notice of Recommendation.

**3. COMP 09-0007: Stormwater Comprehensive Plan**

Adoption of the City's new Stormwater Comprehensive Plan. The Stormwater Comprehensive Plan is a key provision of the City's Stormwater Management Plan required by the City's NPDES permit. The plan applies to the City and future annexations; replaces current stormwater comprehensive plan.

**4. COMP 09-0008: Wastewater Comprehensive Plan**

Adoption of the City's new Wastewater Comprehensive Plan. The plan applies to the City and future annexations; replaces current wastewater comprehensive plan.

Public Hearing Response: At the hearing, the Council asked if the plan contained any criteria for the siting of lift stations. Finding none in the draft plan, the staff is suggesting the following revisions to Section 1.4.1 of the Wastewater Comprehensive Plan:

**Section 1.4.1: City Sewer Regulations and Planning Policies**

Gig Harbor Municipal Code chapter 13.28 and the City of Gig Harbor Public Works Standards sets rules and regulations for the City's sewer system, chapter 13.32 establishes rates, and chapter 13.34 sets additional rules for sewer service outside the city limits.

Sewer collection systems shall be installed in accordance with these regulations and policies. Additionally, upon wastewater basin buildout conditions the lift stations shall be located as shown on the Wastewater Basin Map provided in Appendix B.

The siting of any wastewater facilities such as pump stations or wastewater treatment facilities will have to adhere to the City planning and zoning policies at the time of construction.

The Pierce County General Sewage Plan prohibits the extension of City sewer facilities beyond the boundaries of the UGA except in response to a public health hazard (e.g., failing septic systems). Pierce County also approves and controls the density of developments to be served by community septic systems

**5. COMP 09-0009: Water System Plan**

Adoption of the City's new Water System Plan. The Water System Plan applies only to those properties within the City's water service area.

Public Hearing Response: At the hearing, the Council asked why the residential fire flow was being reduced from 1,500gpm to 1,000gpm. Residential fire flows have been reduced for the following reason:

The International Fire Code requires homes 3,600 sf and smaller to have minimum fire flows of 1,000 gpm. Homes larger than 3,600 sf shall have a minimum fire flow of 1,500 gpm. Most houses located on city lots are less than 3,600 sf in size and therefore would require 1,000 gpm. However, a large majority of the City's water



system currently supports a minimum fire flow of 1,500 gpm. Those few houses that are larger than 3,600 sf and are located in areas where fire flows are less than 1,500 would be required to provide sprinkler systems.

**6. COMP 09-0010: Capital Facilities Element**

The amendment updates the stormwater, wastewater, water system, parks, recreation and open space, and transportation improvement projects included in the Capital Facilities Plan.

**7. COMP 09-0011: Utilities Element**

The amendment would update the Utilities Element to be consistent with the new Water System Plan.

**8. COMP 09-0001 – Wollochet Water System Service Area Amendment**

A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for a 3.69 acre, vacant parcel located at the southeast corner of Wollochet Drive and SR 16. The Planning Commission recommended two conditions for this amendment; please see enclosed Notice of Recommendation.

Public Hearing Response: At the hearing, the Council asked staff to find out if Stroh's Water Company had any additional ERUs to reserve. According to Section III-B-4 of Stroh's draft Water System Plan, the Stroh's Water System is "capable of supplying an additional 236 ERUs..."

**9. COMP 09-0013 – Stroh's Water System Service Area Amendment**

A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for two parcels, totaling 4.16 acres, located south of Hunt Street just east of SR16 and the existing Cushman Trail, currently occupied by Stroh's Feed & Garden Supplies and United Rentals. The applicant has requested the City provide water for both domestic purposes and fire flow; however, Stroh's Water Company has indicated that they can continue to provide domestic water for any future development. The Planning Commission recommended three conditions for this amendment; please see enclosed Notice of Recommendation.

**10. COMP 09-0004 – Sunrise Enterprises Land Use Map Amendment**

A land use designation change from Employment Center (EC) to Commercial Business (C/B) of 15.53 acres located along Burnham Drive NW and 112<sup>th</sup> Street NW, currently occupied by a contractor's yard.

**11. COMP 09-0005 – Haven of Rest Land Use Map Amendment and associated development agreement**

A land use designation change from Residential Low (RL) to Residential Medium (RM) of 3.4 acres of property north of Rosedale Street and directly east of the Tacoma Power lines. The owner has proposed a development agreement which limits the eventual rezoning of this property to the R-2 zone if the land use amendment is approved. The Planning Commission recommended that the term of the development agreement be for 5-10 years.

## 12. COMP 09-0012 – 3700 Grandview Land Use Map Amendment and associated development agreement

A land use designation change from Residential Low (RL) to Residential Medium (RM) for 2 acres of property located at 3700 Grandview Street; the northern corner of Stinson Avenue, Grandview Street and Pioneer Way. The owner has proposed a development agreement which limits the scope of any future development of the subject property and the 2.27 acre area north of the subject property. The Planning Commission recommended four conditions for this amendment, including a 10-20 year duration for the development agreement; please see enclosed Notice of Recommendation.

### Development Agreement Changes:

Section 4: The descriptions of the exhibits were updated to reflect the titles on the exhibits provided by the property owner.

Section 9.I: The description for the amount of parking which will be “below-average-grade” (within a parking garage) has been changed from a number to a percent of the total stalls on the site. There is no change to the project itself.

Section 9.K: A new subsection has been added based on testimony of the agent, Carl Halsan, which will limit the number of curb cuts for the mixed use development to one, which will be located on Grandview Street.

Section 16: New language has been added to allow the City to amend the Comprehensive Plan Land Use Map Designation of the mixed use site to Residential Low (RL) if the property owners do not apply for a rezone within 2 years.

The Planning Commission reviewed the 12 proposed amendments at 3 public hearings and 9 work study sessions. Approximately sixteen (16) members of the public testified or provided written comments. At their October 21, 2009 work study session, the Planning Commission voted to recommend that all of the proposed amendments be approved, some with conditions. Notices of the Planning Commission recommendations and their findings are enclosed. Also enclosed are letters from individual planning commission members expressing dissenting opinions on two amendments where the vote was split.

For the two water system map amendments, two memos from Engineering staff are enclosed describing the staff recommended conditions as they differ from the Planning Commission’s recommendation. Staff’s recommendations for the three land use map amendment can be found in the staff reports enclosed. For COMP 09-0012, 3700 Grandview Street land use map amendment, you will find a staff memo describing our recommendation for denial.

The City Council has been provided binders containing copies of the specific amendments together with planning staff reports and recommendations. In addition, one complete copy of the three functional utility plans: stormwater, wastewater and water system, have been located in the Council’s office for review.

### **POLICY ANALYSIS**

The process for Comprehensive Plan amendment (Chapter 19.09) states that the City Council shall consider the Planning Commission’s recommendations and after considering the criteria found in GHMC 19.09.170 make written findings regarding each application’s consistency or inconsistency with the criteria. Those amendments which are consistent with the criteria

should be approved. The new criteria for comprehensive plan amendment approval (adopted 9/28/09) were not used as the 2009 Comprehensive Plan annual review cycle began prior to the update.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the proposed amendments on July 16, 2009 per WAC 197-11-340(2). The appeal period for the DNS expired on September 23, 2009.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

Having reviewed the proposed 2009 Comprehensive Plan amendments the City of Gig Harbor Planning Commission recommended the City Council **APPROVE** all 12 proposed Comprehensive Plan amendments, two with accompanying development agreements. The Planning Commission also recommended conditions for four of the amendments.

**RECOMMENDATION / MOTION**

Review the amendments, associated development agreements and draft ordinance and resolutions. Determine conditions for the amendments and duration of term for each development agreement.

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 PLAN FOR THE 2009 ANNUAL CYCLE: ADDING A 3.69 ACRE PARCEL LOCATED AT THE SOUTHEAST CORNER OF WOLLOCHET DRIVE AND STATE ROUTE 16 TO THE CITY'S WATER SERVICE AREA (COMP 09-0001); REPEALING THE PARKS RECREATION AND OPEN SPACE ELEMENT (COMP 09-0002); AMENDING THE TRANSPORTATION ELEMENT TO UPDATE THE SHORT-RANGE AND LONG-RANGE TRANSPORTATION IMPROVEMENT PLANS AND ADD POLICIES RELATED TO VEHICULAR AND PEDESTRIAN ACCESS IN THE DOWNTOWN AREA (COMP 09-0003); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 15.53 ACRES OF PROPERTY LOCATED ALONG BURNHAM DRIVE AND 112<sup>TH</sup> STREET NW FROM EMPLOYMENT CENTER (EC) TO COMMERCIAL/BUSINESS (C/B) (COMP 09-0004); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 3.4 ACRES OF PROPERTY LOCATED NORTH OF ROSEDALE STREET AND DIRECTLY EAST OF THE TACOMA POWER LINES FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 09-0005); ADOPTING A NEW STORMWATER COMPREHENSIVE PLAN (COMP 09-0007); ADOPTING A NEW WASTEWATER COMPREHENSIVE PLAN (COMP 09-0008); ADOPTING A NEW WATER SYSTEM PLAN (COMP 09-0009); AMENDING THE CAPITAL FACILITIES ELEMENT TO UPDATE THE SIX-YEAR IMPROVEMENT PROJECT LISTS (COMP 09-0010); AMENDING THE UTILITIES ELEMENT TO BE CONSISTENT WITH THE NEW WATER SYSTEM PLAN (COMP 09-0011); AMENDING THE COMPREHENSIVE PLAN LAND USE MAP TO CHANGE THE LAND USE DESIGNATION FOR 2 ACRES OF PROPERTY LOCATED AT 3700 GRANDVIEW STREET FROM RESIDENTIAL LOW (RL) TO RESIDENTIAL MEDIUM (RM) (COMP 09-0012); ADDING TWO PARCELS, 4.16 ACRES, LOCATED AT THE SOUTHEAST CORNER OF HUNT STREET AND STATE ROUTE 16 TO THE CITY'S WATER SERVICE AREA (COMP 09-0013) .

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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 May 11, 2009, the City Council evaluated the comprehensive plan amendment applications submitted for the 2009 annual cycle, and held a public hearing on such applications; and

WHEREAS, on May 26, 2009, the City Council forwarded twelve comprehensive plan amendment applications to the Planning Commission for further processing in the 2009 Comprehensive Plan annual cycle; and

WHEREAS, on July 16, 2009, 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 Department of Commerce of the City's intent to amend the Comprehensive Plan and forwarded a copy of the proposed amendments on July 16, 2009 pursuant to RCW 36.70A.106; and

WHEREAS, the Planning Commission held work study sessions on to discuss the applications on June, 18, 2009, July 16, 2009, July 30, 2009, August 6, 2009, August 20, 2009, September 3, 2009, September 17, 2009, September 24, 2009 and October 21, 2009; and

WHEREAS, the Planning Commission held public hearings on comprehensive plan amendments on July 16, 2009, July 30, 2009 and September 17, 2009; and

WHEREAS, on October 21, 2009 the Planning Commission voted to recommend approval of all twelve proposed amendments as documented in the Planning Commission's written recommendations signed by Planning Commission Chair, Harris Atkins, all dated October 21, 2009; and

WHEREAS, on November 9, 2009, the Gig Harbor City Council held a public hearing on all twelve proposed amendments to the Gig Harbor Comprehensive Plan for the 2009 annual review cycle; and

WHEREAS, the Gig Harbor City Council had a first reading of an Ordinance implementing the recommendations of the Planning Commission and amending the Comprehensive Plan on \_\_\_\_\_, 2009; and

WHEREAS, the Gig Harbor City Council had a second reading of an Ordinance implementing the recommendations of the Planning Commission and amending the Comprehensive Plan on \_\_\_\_\_, 2009;

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 November 9, 2009 public hearing:

(COMP 09-0001) Michael Desmarteau, Paul Cyr; (COMP 09-0004) Walter Smith, Carl Halsan; (COMP 09-0005) Kathryn Jerkovich, Lee Murray, Patricia Manning, Mark Hoppen; (COMP 09-0009) Jim Pasin; (COMP 09-0012) Carl Halsan, Danielle Ittner, John McMillan, Kurt Salmon, Mark Hoppen, Bill Fogarty, Cliff Petersen, William Lynn; (COMP 09-0013) Paul Cyr.

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 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 09-0001 – Wollochet Water System Service Area Amendment**

Summary: A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for a 3.69 acre, vacant parcel located at the southeast corner of Wollochet Drive and SR 16.

Findings:

- a) The amendment will not adversely impact the city's ability to provide water service. The City currently has water capacity to reserve for future development. The development of the subject parcel would require an estimated 12,560 to 18,840 gallons per day of water and the City has over 200,000 gallons per day of water available for reservation. The city is also actively pursuing additional water rights from the Department of Ecology.
- b) Adequate water service infrastructure is currently in place to serve the parcel with a minor extension of a water main. The City of Gig Harbor water service area exists adjacent to the property along Wollochet Drive. A City water main exists at the intersection of Wollochet Drive and Wagner Way approximately 350 feet south of the subject site. The developer would be required to extend the water main approximately 350 feet to service the site.
- c) The water system plan allows limited expansion of the city's water service area. Comprehensive Plan Policy 2.1.3 Serviceable Areas states that urban uses should be allocated to lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities. Given the location of transportation services and water mains in relation to the subject property, urban development is appropriate. Redevelopment of this vacant property will be a value to the community
- d) The water service amendment will not place uncompensated burdens on the existing water purveyor and customers as the developer will pay for the water main extensions and connection fees. With the proposed conditions, any fees incurred by the city for changing the water service area will be reimbursed by the applicant.
- e) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.
- f) The City Council finds that the approval of this amendment will not have a cumulative adverse effect on the City. The City has a finite number of water ERUs to reserve to customers in the current service area, with over 1,000 water ERUs available.

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** application COMP 09-0001, as identified in Exhibit A attached to this Ordinance with the following **conditions**:

- 1) The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses paid by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment; and
- 2) The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all fees paid to the State of



Washington and Pierce County by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.

**2. Parks, Transportation, Utility and Capital Facility Amendments.** The Council made findings and conclusions on the following seven (7) amendments together:

Summary:

- a) **COMP 09-0002: Parks, Recreation and Open Space Element**  
An amendment to repeal the existing PROS element, as identified in Exhibit B attached to this Ordinance
- b) **COMP 09-0003: Transportation Element**  
Amendments to create a general short-range and long-range transportation improvement plans that will serve as a basis for the 6-year Transportation Improvement Plan (TIP) adopted each year and add policies related to vehicular and pedestrian access in the downtown area, as identified in Exhibit C attached to this Ordinance
- c) **COMP 09-0007: Stormwater Comprehensive Plan**  
Adoption of a new Stormwater Comprehensive Plan, as identified in Exhibit D attached to this Ordinance
- d) **COMP 09-0008: Wastewater Comprehensive Plan**  
Adoption of a new Wastewater Comprehensive Plan, as identified in Exhibit E attached to this Ordinance
- e) **COMP 09-0009: Water System Plan**  
Adoption of a new Water System Plan for the City's water service area, as identified in Exhibit F attached to this Ordinance
- f) **COMP 09-0010: Capital Facilities Element**  
Amendments to update the stormwater, wastewater, water system, parks, recreation and open space, and transportation improvement projects included in the Capital Facilities Plan, as identified in Exhibit G attached to this Ordinance
- g) **COMP 09-0011: Utilities Element**  
An amendment to update the Utilities Element to be consistent with the new Water System Plan, as identified in Exhibit H attached to this Ordinance

Findings:

- a) The amendments will improve the City's ability to provide sewer, water and other public facilities and services through updated funding mechanisms and new comprehensive utility plans based on existing conditions.
- b) The amendments will update the transportation, sewer, park, stormwater, wastewater, water, parks and open space and capital facilities plan so that the City can provide necessary infrastructure to serve the development projected by the Comprehensive Plan.
- c) The City's Comprehensive Plan seeks to keep pace with the population and commercial growth through the funding of capital improvements that manage

and allow for the projected growth. The amendments will allow the city to better address the planning area's transportation, sewer, park, stormwater, wastewater, water and open space needs through adequate capital facility planning and funding.

- d) The amendments are necessary so as not to create significant adverse impacts to the city's infrastructure. Updating the transportation, sewer, park, stormwater, wastewater, water, parks and open space and the capital facilities plan allows the City to plan for and provide the necessary infrastructure to serve the development projected by the Comprehensive Plan.
- e) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.
- f) The approval of the amendments will not have a cumulative adverse effect on the City.

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 **approve** applications COMP 09-0002, COMP 09-0003, COMP 09-0007, COMP 09-0008, COMP 09-0009, COMP 09-0010 and COMP 09-0011, as identified in Exhibits B, C, D, E, F, G, and H respectively attached to this Ordinance:

### **3. COMP 09-0004 – Sunrise Enterprise Land Use Map Amendment**

Summary: A land use designation change from Employment Center (EC) to Commercial Business (C/B) of 15.53 acres located along Burnham Drive NW and 112<sup>th</sup> Street NW, currently occupied by a contractor's yard.

Findings:

- a) The city performed a traffic capacity evaluation for the proposed land use designation change. Given the variety of uses allowed in both designations (EC and C/B), it is not possible to determine if an actual increase in trips will occur with the amendment until the specific use for the property is defined. Some uses allowed in the C/B designation will exceed the trip generation of some uses in the EC designation and vice versa. Given this variability, a change from EC designation to C/B designation is not considered an increase in land use intensity. In addition, the city's traffic modeling assumed this property was in the County and regulated by County zoning, given that the property was annexed to the City in March 2009. The County's zoning for this site prior to annexation was Community Commercial which is equivalent to the city's C/B designation.
- b) The draft traffic impact analysis provided by the applicant indicated that more trips may be generated as a result of the redesignation. The city will fully evaluate the project once a project permit application is submitted committing to a particular use. If through that permitting process, deficiencies in the City's transportation system will occur, mitigation will be required by the

- applicant. The city does not believe the change in land use will result in an adverse impact that cannot be mitigated.
- c) After an analysis of the anticipated sewer and service impacts under the existing designation and the proposed designation, no significant increase in services or infrastructure needs were documented and; therefore, no adverse impacts to the city's infrastructure. The subject property is not serviced by city water.
  - d) Goal 6.2.2 of the Economic Development Element encourages increased economic opportunities through the redevelopment of vacant properties and revitalizing older business districts within the city. The amendment will further this goal given that the subject property is under-utilized with outdated buildings.
  - e) Prior to annexation of this area on March 23, 2009, the County land use designation and zoning for this property was Community Commercial (CC). The CC zoning is most similar to the city's B-2 zoning. The County selected this designation and zoning as part of the Gig Harbor Peninsula Community sub-area plan adopted in 2002. The County and surrounding property owners have been contemplating a commercial designation and zoning of this property for seven years. This amendment will retain the commercial designation which was deemed compatible with the surrounding land uses and physically suitable for the property in 2002.
  - f) The Commercial/Business land use designation policy states that *"commercial areas which border residential designations or uses should use available natural features as boundaries."* (GHCP 2.2.3d) Residentially designated and zoned land exists both north and south of the proposal. The applicant has indicated that the mining permit for the current use of the subject property includes a 50 foot buffer to the residential use to the north. In addition along the north boundary, steep slopes rise up to the adjacent residential property. To the south, 112<sup>th</sup> Street NW separates the subject property from the residential zoning. The City Council finds that the existing road separation to the south and the topography in conjunction with a 40-foot zone transition buffer required by the Design Manual to the north is appropriate buffering from the residential zones.
  - g) The City Council finds that the amendment will not create a demand for land use designation changes in the surrounding areas. A right-of-way bounds the subject property on the south. The property to the east has commercial designations and uses. To the west is a gravel pit under the same ownership as the subject property. They have indicated that the gravel pit will remain in the near future. To the north, a property owner has indicated they may request a comprehensive plan amendment to redesignate his property from residential to commercial. However, the property owner stated he had considered such amendment at the existing EC designation; the C/B designation request does not change that consideration.
  - h) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.

- i) The approval of the amendment will not have a cumulative adverse effect on the City.

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** application COMP 09-0004, as identified in Exhibit I attached to this Ordinance.

#### **4. COMP 09-0005 – Haven of Rest Land Use Map Amendment**

Summary: A land use designation change from Residential Low (RL) to Residential Medium (RM) of 3.4 acres of property north of Rosedale Street and directly east of the Tacoma Power lines. The application includes a development agreement which limits the eventual rezoning of this property to the R-2 zone if the land use amendment is approved.

Findings:

- a) Potential development expected as a result of this amendment may have the potential to generate a small number of additional pm peak hour trips. Based on maximum density, the existing zoning of R-1 could yield 14 dwelling units; a rezone to R-2 could yield 20 dwelling units. The six additional units, if single-family detached, would yield approximately 6 additional pm peak trips, based on the ITE Trip Generation Manual, 8<sup>th</sup> Ed.; the six additional units, if four-plexes, would yield approximately 3 additional pm peak trips. If the site developed with four-plexes at the maximum density of 20 dwelling units, the pm peak trips would be four trips lower than if the site developed under the R-1 zoning as single-family detached. Given this variability and the low number of potential additional trips, no adverse impacts to the transportation network are expected due to the increase in land use intensity.
- b) After an analysis of the anticipated sewer and service impacts under the existing designation and the proposed designation, no significant increase in services or infrastructure needs were documented and; therefore, no adverse impacts to the city's infrastructure.
- c) The maximum dwelling units allowed on the site under the existing designation and zoning is 14 units. The maximum dwelling units allowed on the site under R-2 zoning as limited by the development agreement is 20 residential units. A 6-unit increase is not a significant increase to the City's residential capacity.
- d) The amendment will retain the residential nature of the Rosedale area if the site develops residentially. If the site develops as a cemetery, the project will be required to obtain a conditional use permit and any impacts to the residential neighborhood can be adequately accessed and mitigated through that process.
- e) The applicant has indicated that they may expand their existing cemetery onto the subject property. The subject property would provide the vehicular access to the cemetery's property to the north. The RM designation states

that businesses may be provided for if they do not significantly impact the character of the residential neighborhood and that the intensity of the non-residential use be compatible with the adjacent residential area. The existing cemetery has not significantly impacted the Gig Harbor area and the same is assumed for a cemetery expansion. If the property develops as residential, it will be consistent and compatible with the mix of single-family, duplex and multi-family housing surrounding the area.

- f) In regards to physical suitability of the land for the development, the subject property contains some topographic relief and critical areas have been identified to the north of the site; however, if any critical areas exist on the site, the city's critical area ordinance can address impacts and development can be designed to limit impacts.
- g) The amendment will not create a demand for land use designation changes in the surrounding areas. The property south and north of the site is currently designated Residential Medium (RM). The property directly west is the Tacoma Power lines. Further west exists a mix between single-family, duplex and fourplexes; consistent with the R-2 zoning allowed uses. To the east, the property is designated RL and zoned R-1; however, the R-2 zoning is an appropriate transition zone between the single-family residential neighborhoods in downtown Gig Harbor and the mix of residential and nonresidential uses around the Rosedale / Skansie intersection.
- h) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.
- i) The approval of the amendment will not have a cumulative adverse effect on the City.

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** application COMP 09-0005, as identified in Exhibit J attached to this Ordinance with the following **condition**:

- 1) The property owner enters into a development agreement with a term of \_\_\_ years which limits any rezone application for this property to the Medium-Density Residential zoning district (R-2).

##### **5. COMP 09-0012 – 3700 Grandview Land Use Map Amendment**

Summary: A land use designation change from Residential Low (RL) to Residential Medium (RM) for 2 acres of property located at 3700 Grandview Street; the northern corner of Stinson Avenue, Grandview Street and Pioneer Way. The application includes a development agreement which limits the scope of any future development of the subject property and the 2.27 acre area north of the subject property.

Findings:

- a) The mixed use development on the subject property was considered in the long-range transportation forecast and, with the City's long-range transportation projects in place, sufficient capacity is available. A July 2008 transportation capacity evaluation indicated that capacity was available with minor adjacent intersection upgrades by the applicant.
- b) After an analysis of the anticipated sewer and service impacts under the existing designation and the proposed designation, no significant increase in services or infrastructure needs were documented and; therefore, no adverse impacts to the city's infrastructure.
- c) The maximum dwelling units allowed on the site under the existing designation and zoning is 7 units. The development outlined in the development agreement could yield 11 residential units; 4 units above existing conditions. A 4-unit increase is not a significant increase to the City's residential capacity.
- d) The proposed mixed use development is consistent with the policies in the Comprehensive plan related to tree retention and landscaping with the proposed increase in tree retention, increase in setbacks from right-of-way and denser buffering to the north than required by code.
- e) The proposed layout, underground parking and amenities of the development are consistent with the goal to include an active interface between the public and private realms.
- f) In regards to the goals and policies in the Comprehensive Plan to reflect Gig Harbor's built environment, maintain a small town scale for structures; and design buildings to define and respect the human scale – Given the buildings' height restriction, site layout, upper story step-back, tree retention and landscape screening, although large, the buildings do not visual appear out of scale compared to neighboring buildings. The City Council finds that for this amendment the city's regulations regarding height restrictions meet the city's definition of scale.
- g) The proposed building sizes are similar to the Civic Center and the Bayview Plaza Building (formerly BDR), all located in the View Basin or surrounding area. The appearance, size and scale of these neighborhood buildings and project buildings have more to do with the layout, landscaping, and topography of the site than with the square footage of the buildings.
- h) The proposed amendment meets the goals of 6.1 and 6.2 regarding economic development. The amendment would support local business development efforts; property investment, projects and programs; and protect local economic opportunities.
- i) In regards to physical suitability of the land for the development, the application materials show that the site would physically allow the construction of the proposed mixed use development.
- j) The RM designation states that professional offices or businesses may be provided for if they do not significantly impact the character of the residential neighborhood and that the intensity of the non-residential use be compatible with the adjacent residential area. The property directly to the north is part of

the development agreement and will be limited to R-1 zoning and single-family development. The property owners indicate that they will develop this R-1 land after the subject mixed use development. Single-family homes exist across the street to the northwest and west; the zone transition standards of the Design Manual will mitigate any impacts to that area. The properties surrounding to the east and south are nonresidential and directly west is nonresidential. The proposed mixed use development will complement the existing and potential development of the B-2 zoning south of the subject property where no building size limitations exist.

- k) The City Council finds that the approval of the amendment will not create a demand for land use designation changes in the surrounding areas. The property south of the site has a more intense commercial designation (C/B). The area to the west and property directly east already is designated Residential Medium (RM). The property to the north is part of the development agreement and will be limited to R-1 zoning and single-family development.
- l) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.
- m) The approval of the amendment will not have a cumulative adverse effect on the City.

**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** application COMP 09-0005, as identified in Exhibit K attached to this Ordinance with the following **condition**:

- 1) The property owners enter into a development agreement with a term of \_\_\_ years which limits the scope of any future development of the subject property and the 2.27 acre area north of the subject property as follows:

Rezone: Limit to RB-2 for the subject property; no rezone of the northern 2.27 acres.

Tree Preservation: 38% retention on subject property; 41% retention on the northern 2.27 acres.

Residential Buffering: 25 foot buffer planted with evergreen trees at a density that will achieve screening between the northern 2.27 acres and the residences along Butler Street.

Zone Transition Buffering: A 30-foot zone transition buffer planted prior to the occupancy of the first building in the subject site, located on the subject property at the border between the future RB-2 and R-1 zoning.

Parking: 70 of the proposed 122 stalls to be in garages underneath each building. Garages will be located under two floors and will be sunk into the ground so as to limit the amount of garage wall façade exposed.

Building Size, Height and Use: Two mixed use buildings proposed with residential over office, personal services, or restaurant 1 nonresidential uses. The building along Stinson Avenue would not exceed 11,900 square feet on the first floor and 9,200 square feet on the second floor. The building along Pioneer Way would not exceed 14,500 square feet on the first floor and 10,400 square feet on the second floor. The second floors would be stepped-back from the first floor. As the property is in the height restriction area, the code allowed 16 feet would be met.

Setbacks: A minimum 30 foot setback along Stinson Avenue and Grandview Street and a minimum 25 foot setback along Pioneer Way.

Northern 2.27 acres of R-1 zoned property: Limit development of that area to a single-family development.

#### **6. COMP 09-0013 – Stroh’s Water System Service Area Amendment**

Summary: A water system service area amendment from Stroh’s Water Company’s service area to the City of Gig Harbor water service area for two parcels, totaling 4.16 acres, located south of Hunt Street just east of SR16 and the existing Cushman Trail, currently occupied by Stroh’s Feed & Garden Supplies and United Rentals.

#### Findings:

- a) The water system plan allows limited expansion of the city’s water service area. Goal 6.2.2 of the Economic Development Element encourages increased economic opportunities through the redevelopment of vacant properties and revitalizing older business districts within the city. Providing city fire flow to an underdeveloped commercial site will further this goal by allowing redevelopment without Stroh’s Water Company incurring significant infrastructure costs.
- b) Providing fire flow to the subject parcel will not adversely impact the city’s ability to provide water service. A 12-inch City water main exists within Hunt Street along the north property line. A basic hook-up to that main would be required to provide water service. Given that the existing development has domestic water rights allocated to it, any redevelopment of the parcel should yield the transfer of those rights to the City provided the City takes over both domestic and fire flow water service. If only fire flow is provided, the city has adequate pressure to service the site and no additional water rights are needed. The water service amendment will not place uncompensated burdens on the existing water purveyor and customers as the developer will pay for connecting to the city’s water main and associated fees. Any fees incurred by the city for changing the water service area will be reimbursed by the applicant.
- c) The City Council finds that the proposed amendment is consistent with the Growth Management Act, the countywide planning policies and multi-county planning policies.
- d) The City Council finds that the approval of this amendment will not have a cumulative adverse effect. Under condition 3a, the City does not reserve any



additional water rights. Under condition 3b, the city allows a connection for fire flow only and an underdeveloped parcel is allowed to redevelop.

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** application COMP 09-0013, as identified in Exhibit L attached to this Ordinance with the following **conditions**:

- 1) The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses paid by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.
- 2) The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all fees paid to the State of Washington and Pierce County by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.

3a. IF THE CITY SUPPLIES BOTH DOMESTIC AND FIRE FLOW TO THE SITE: The applicant shall request the Stroh's Water System assign to the City of Gig Harbor from its existing water rights, the quantity required to serve the proposed development consistent with state law, including Washington State Department of Health water system planning statutes and regulations. Should the Stroh's Water System decline the requested assignment, or advise the City that the assignment cannot occur in a manner consistent with law, the applicant is advised that City of Gig Harbor has no duty to serve the subject property and reserves the right not to provide water service. The applicant's request for assignment and Stroh's Water System response shall be documented in writing and provided to the City of Gig Harbor. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses necessary for assignment of water rights.

OR

3b. IF THE CITY SUPPLIES ONLY FIRE FLOW SUPPLY TO THE SITE: The applicant shall pay the City's water system connection charge in effect at the time of building permit issuance based on the size of each water main serving the fire sprinkler system for the building(s).

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 Commerce Department 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 December, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH HAVEN OF REST, INC AS A CONDITION FOR APPROVAL OF COMPREHENSIVE PLAN LAND USE MAP AMENDMENT COMP 09-0005; APPLYING TO TWO PARCELS, TOTALING 3.4 ACRES OF PROPERTY, LOCATED NORTH OF ROSEDALE STREET AND DIRECTLY EAST OF THE TACOMA POWER LINES, GIG HARBOR, WASHINGTON.**

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WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; 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, 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, the Developer has a fee simple or other substantial beneficial interest in the real property located property located at 4223 Rosedale Street (Parcel No. 0221064151) and XXXX Mitts Lane (Parcel No. 0221064164), Gig Harbor, Washington, which is legally described in Exhibit B of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, applicant Haven of Rest, Inc. submitted a comprehensive land use map plan amendment (COMP 09-0005) for a land use designation change for 3.4 acres of property located at 4223 Rosedale Street (Parcel No. 0221064151) and XXXX Mitts Lane (Parcel No. 0221064164) from Residential Low (RL) to Residential Medium (RM); and

WHEREAS, Haven of Rest, Inc. proposed that the comprehensive plan land use map amendment be granted conditioned upon execution of a development agreement with the City to limit the rezone of the 3.4 acres to Medium-Density Residential (R-2); and

WHEREAS, on July 16, 2009, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the comprehensive plan amendment

application and associated development agreement, pursuant to WAC 197-11-340(2), which was not appealed; and

WHEREAS, on November 9, 2009, the City Council held a public hearing on the comprehensive plan amendment (COMP 09-0005) and this associated development agreement; and

WHEREAS, on \_\_\_\_\_, the City Council considered the development agreement together with application COMP 09-0005, Haven of Rest Land Use Map Amendment, during a regular public meeting and voted to \_\_\_\_\_ the amendment, conditioned upon the execution of the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with Haven of Rest Inc.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit B to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of December, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

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Angela S. Belbeck

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

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN THE CITY OF GIG HARBOR  
AND HAVEN OF REST, INC.,  
REGARDING  
LIMITATION OF FUTURE REZONE APPLICATIONS**

THIS DEVELOPMENT AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the CITY OF GIG HARBOR, a Washington municipal corporation (the "City"), and HAVEN OF REST, INC., a Washington corporation, with its principal offices located at 8503 SR Hwy. 16, Gig Harbor, Washington 98335 (the "Owner").

**RECITALS**

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; 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; and

WHEREAS, Owner has made application to the City, known as the Haven of Rest Comprehensive Plan Land Use Map Amendment, COMP 09-0005, to change the land use designation of the subject property from Residential Low (RL) to Residential Medium (RM) (the "Application"), for the property located at 4223 Rosedale Street (Parcel No. 0221064151) and XXXX Mitts Lane (Parcel No. 0221064164), shown on Exhibit A and legally described on Exhibit B, both of which are attached hereto and incorporated herein (the "Property"); and

WHEREAS, after holding a public hearing on the Application, the Planning Commission recommended approval of the Application subject to a development agreement of five-to-ten years limiting any future rezone proposal of the Property to the R-2 zoning district; and

WHEREAS, on \_\_\_\_\_, the City Council adopted the recommendation of the Planning Commission, approving the Application, subject to approval of this Development Agreement; and

WHEREAS, on \_\_\_\_\_, the City held a public hearing on this Development Agreement;

NOW, THEREFORE, in consideration of the City changing the land use designation of the Property from RL to RM, the parties agree and the Owner further covenants for itself, its heirs, successors and assigns, as follows:

1. Limitation on Future Rezone. Owner acknowledges the recommendation of the Planning Commission, as adopted by the City Council, to approve its application for change in Comprehensive Plan land use designation from Residential Low (RL) to Residential Medium (RM) with a limitation on future rezone of the Property to the R-2 zoning district, and on behalf of itself, its heirs, successors and assigns, Owner hereby covenants and agrees to limit, for the term of this Agreement, any application for rezone of the Property to the R-2 zoning district.

2. Reservation of City Authority. Nothing in this Agreement is intended to guarantee approval of a future rezone to the R-2 zoning district, and the City retains its authority to approve or deny any such application for rezone based on criteria in existence at the time of consideration. In addition, nothing herein limits the City's authority to adopt new land use regulations as it deems appropriate, or to amend existing land use regulations. Land use regulations include 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 Property, including, but not limited to the Comprehensive Plan, the City's Official Zoning Map and development standards, bulk regulations, 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.

3. Term. This Agreement shall commence upon the effective date of the resolution approving this Agreement, and shall continue in force for a period of \_\_\_ years unless extended or terminated in the manner set forth in Section 5 below.

4. Covenant Running with the Land. This Agreement shall be recorded with the Pierce County Auditor. The conditions and covenants set forth in this Agreement shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties, their respective heirs, successors and assigns.

5. Amendments. 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.

6. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth below. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

Haven of Rest  
ATTN: Robert Glass  
PO Box 156  
Gig Harbor, WA 98335

City of Gig Harbor  
ATTN: \_\_\_\_\_  
3510 Grandview Street  
Gig Harbor, WA 98335  
(253) 851-6170

Notices to subsequent Owners shall be required to be given by the City only for those who have given the City written notice of their address. The parties hereto may, from time to time, advise the other of new addresses for such notices, demands or correspondence.

7. Reimbursement for Expenses of City. Owner agrees to reimburse the City for actual expenses incurred over and above fees paid by Owner as an applicant incurred by City directly relating to this Agreement, including recording fees, publishing fess and reasonable staff and consultant costs not otherwise included within application 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 Owner.

8. 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.

9. Third Party Legal Challenge. This Agreement is intended and executed for the sole benefit of the parties hereto. Nothing herein shall be construed as creating any enforceable rights or causes of action in or for any other person or entity. In the event any legal action or special proceeding is commenced by any person or entity other than a party to this Agreement 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 Owner. In such event, Owner 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 Owner 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.

10. 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 Agreement by any party in default hereof.



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

12. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Owner, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

HAVEN OF REST, INC.

CITY OF GIG HARBOR

By: [Signature]  
Its: November 2, 2009  
President

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

ATTEST:

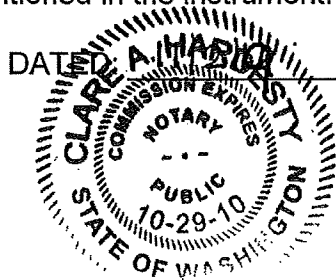
\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

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

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF PIERCE     )

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



[Signature]  
Printed: Clare A. Hardesty  
NOTARY PUBLIC in and for Washington  
Residing at: Puyallup, WA

My appointment 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.

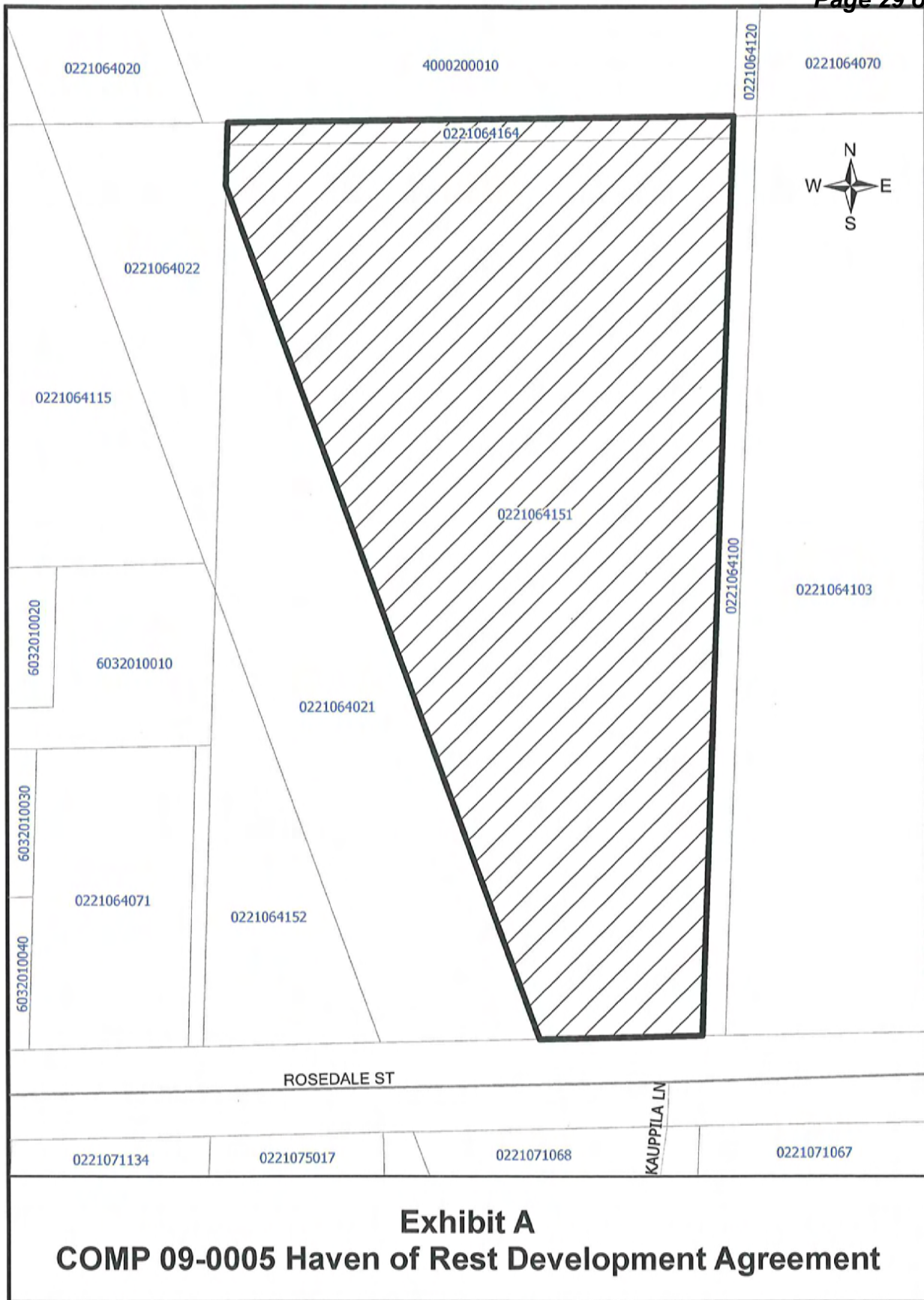
DATED: \_\_\_\_\_

\_\_\_\_\_  
Printed: \_\_\_\_\_

NOTARY PUBLIC in and for Washington

Residing at: \_\_\_\_\_

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



**Exhibit A**  
**COMP 09-0005 Haven of Rest Development Agreement**

**EXHIBIT "B"**

PARCEL 0221064151

THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN GIG HARBOR, PEIRCE COUNTY, WASHINGTON;  
EXCEPT THE NORTH 15 FEET THEREOF;  
ALSO EXCEPT TACOMA CITY LIGHT TRANSMISSION RIGHT OF WAY LINE;  
ALSO EXCEPT THAT PORTION LYING WEST OF SAID TRANSMISSION LINE.

PARCEL 0221064164

THE NORTH 15 FEET OF THE EAST HALF OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 6, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN GIG HARBOR, PIERCE COUNTY, WASHINGTON

SITUATE IN THE **CITY OF GIG HARBOR, COUNTY OF PIERCE**, STATE OF WASHINGTON.

RESOLUTION NO. \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AUTHORIZING THE EXECUTION OF A DEVELOPMENT AGREEMENT WITH PIONEER & STINSON LLC AND MP8 LLC AS A CONDITION FOR APPROVAL OF COMPREHENSIVE PLAN LAND USE MAP AMENDMENT COMP 09-0012; APPLYING TO 4.27 ACRES OF PROPERTY LOCATED AT THE NORTH CORNER OF PIONEER WAY, GRANDVIEW STREET AND STINSON AVENUE GIG HARBOR, WASHINGTON.**

---

WHEREAS, RCW 36.70B.170 authorizes a local government and a person having ownership or control of real property within its jurisdiction to enter into a development agreement; 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, 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, the Developer has a fee simple or other substantial beneficial interest in the real property located at 3700 Grandview Street (Parcel No. 0221082225 and portions of 0221082176, 0221082224 and 0221082031), the north corner of Pioneer Way, Grandview Street and Stinson Avenue Gig Harbor, Washington, which is legally described in Exhibit A of the Development Agreement, attached hereto and incorporated herein by this reference; and

WHEREAS, property owners Pioneer & Stinson, LLC and MP8, LLC submitted a comprehensive land use map plan amendment (COMP 09-0012) for a land use designation change for 2 acres of property located at 3700 Grandview Street from Residential Low (RL) to Residential Medium (RM); and

WHEREAS, Pioneer & Stinson, LLC and MP8, LLC proposed that the comprehensive plan land use map amendment be granted conditioned upon execution of a development agreement with the City to limit the rezone and development on the 2 acres subject to the comprehensive plan amendment (amendment area) and an additional 2.27 acres north of the amendment area; and

WHEREAS, on July 16, 2009, the City's SEPA Responsible Official issued a Determination of Non-Significance (DNS) for the comprehensive plan amendment application and associated development agreement, pursuant to WAC 197-11-340(2), which was not appealed; and

WHEREAS, on November 9, 2009, the City Council held a public hearing on the comprehensive plan amendment (COMP 09-0012) and this associated development agreement; and

WHEREAS, on \_\_\_\_\_, the City Council considered the development agreement together with application COMP 09-0012, 3700 Grandview Street Land Use Map Amendment, during a regular public meeting and voted to \_\_\_\_\_ the amendment, conditioned upon the execution of the Development Agreement attached hereto as Exhibit A; Now, Therefore,

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

Section 1. The City Council hereby authorizes the Mayor to execute the Development Agreement attached hereto as Exhibit A, with Pioneer & Stinson, LLC and MP8, LLC.

Section 2. The City Council hereby directs the Planning Director to record the Development Agreement against the Property legally described in Exhibit A to the Development Agreement, at the cost of the applicant, pursuant to RCW 36.70B.190.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of December, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

Office of the City Attorney

---

Angela S. Belbeck

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

**DEVELOPMENT AGREEMENT  
BY AND BETWEEN  
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 \_\_\_\_\_, 2009, by and between the CITY OF GIG HARBOR, a Washington municipal corporation, hereinafter the "City," and MP8, a Washington limited liability corporation, located at 3720 Horsehead Bay Drive NW, Gig Harbor, WA, and PIONEER & STINSON a Washington limited liability corporation, located at 3312 Rosedale Street, Gig Harbor, WA, hereinafter referred to collectively as the "Developer."

**RECITALS**

WHEREAS, RCW 36.70B.170 authorizes the execution of a development agreement between a local government and a person having ownership or control of real property within its jurisdiction; 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; and

WHEREAS, the City has made application, known as the 3700 Grandview Comprehensive Plan Land Use Map Amendment, COMP 09-0012, to change the land use designation of the subject property from Residential Low (RL) to Residential Medium (RM) (the "Application"), for the property located at 3700 Grandview Street (Parcel No. 0221082225 and portions of 0221082176, 0221082224 and 0221082031), legally described on Exhibit A and shown on Exhibit B as Area 1, both of which exhibits are attached hereto and incorporated herein; and

WHEREAS, after holding a public hearing on the Application, the Planning Commission recommended approval of the Application subject to a development agreement of ten-to-twenty years limiting any future rezone proposal of the Property to the RB-2 zoning district, prohibiting rezone of the property designated as Area 2 on Exhibit B, and providing for tree preservation, residential buffering, zone transition buffering, parking, building size, height and use requirements and setbacks from streets; and

WHEREAS, on \_\_\_\_\_, the City Council adopted the recommendation of the Planning Commission, approving the Application, subject to approval of this Development Agreement; and

WHEREAS, on \_\_\_\_\_, the City held a public hearing on this Development Agreement;



NOW, THEREFORE, in consideration of the City changing the land use designation of the Property from RL to RM, the parties agree and the Owner further covenants for itself, its heirs, successors and assigns, as follows:

**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 from Residential-Low to Residential-Medium for the uphill 2 acre portion of the Property, as shown on Exhibit B and designated as Area 1. The lower 2.27 acres, shown on Exhibit B and designated as Area 2 are not directly affected by the Comprehensive Plan Amendment, and will remain designated Residential-Low, zoned R-1. For Area 1, the Developer plans to construct 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 Area 1 will be located in below-average-grade parking structures located underneath each of the two buildings.

**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 grade makes it impractical to eliminate façade exposure, the exposed façade will have architectural treatments added pursuant to Design Review Board approval.
- c) "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.
- d) "Council" means the duly elected legislative body governing the City of Gig Harbor.
- e) "Design Guidelines" means the Gig Harbor Design Manual, as adopted by the City.
- f) "Director" means the City's Community Development Director or Director of Planning.

g) "Effective Date" means the effective date of the Adopting Resolution.

h) "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.

i) "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.

j) "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.

k) "Significant tree" means a healthy tree having a trunk diameter of at least six inches as measured 54 inches above grade.

**Section 4.** *Exhibits.* Exhibits to this Agreement are as follows:

- a) Exhibit A – legal description of the Subject Property (Areas 1 and 2)
- b) Exhibit B – site plan
- c) Exhibit C – Existing Significant Tree Plan; Ancich Property Tree Plan Key

**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 are two private enterprises which own the Subject Property in fee, and whose principal offices are located at 3312 Rosedale Street, Suite 201, Gig Harbor, WA 98335 and 3720 Horsehead Bay Drive NE, 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 \_\_\_\_\_ 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 and Covenants regarding Rezone Limitations.*

A. **Limitations on Rezone.** Within 2 years of the effective date of the approval of the Comprehensive Plan Amendment known as COMP 09-0012, the Developer may submit application to the City for rezone of Area 1 of the Property from RB-1 to RB-2, consistent with this Agreement. Developer acknowledges the Comprehensive Plan Amendment was approved on the condition that it limit any rezone of Area 1 to RB-2, and not apply for any rezone of Area 2. As such, Developer covenants and agrees to limit, for the term of this Agreement, any application for rezone of Area 1 to RB-2. Developer further covenants and agrees, for the term of this Agreement, not to apply for any rezone for Area 2. Nothing in this Agreement is intended to guarantee approval of a future rezone to the RB-2 zoning district, and the City retains its authority to approve or deny any such application for rezone based on criteria in existence at the time of consideration. 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 the provisions set forth below.

B. Uses and Development on Area 1. The Developer shall limit the use and development of Area 1 to two mixed use buildings with residential units over office, and/or other non-residential uses as allowed by the RB-2 zone. By execution of this Agreement, the City does not agree to approve any subsequent permit applications for development of Area 1 with these uses, and specifically retains the right to deny any such proposals. 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 1 with any other uses.

C. Uses and Development on Area 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 for development of Area 2 with these uses, and specifically retains the right to deny any such proposal. 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.

D. Residential Buffering. Developer shall plant a 25-foot wide vegetative screen, consisting of dense evergreen tree plantings that create an opaque hedge with a mature height of 16 feet 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. Existing significant trees within this buffer as shown on Exhibit C, attached hereto and incorporated herein, shall be retained. This buffer will extend from Pioneer Way to Stinson Avenue.

E. Zone Transition Buffering. Developer shall plant a 30-foot wide zone transition buffer adjacent to and south of the northerly line of Area 1. This buffer will be planted prior to occupancy of the first new building within the 4.27 acre project site. Existing significant trees within this buffer as shown on Exhibit C shall be retained. This buffer will extend from Pioneer Way to Stinson Avenue.

F. Tree Preservation. Developer shall retain no less than 38% of the existing significant trees on Area 1 and no less than 41% of the existing significant trees on Area 2, as shown on Exhibit C.

G. West Building on Area 1. The westerly mixed use building closest to Stinson Avenue will contain no more than 11,900 square feet of office/non-residential space on the first floor with dedicated parking below-average-grade. The second floor will contain no more than 9,200 square feet dedicated to residential uses only, and shall be stepped back from the floor below.

H. East Building on Area 1. The easterly mixed use building closest to Pioneer Way will contain no more than 14,500 square feet of office/non-residential space on the first floor with dedicated parking below-average-grade. The second floor will contain no more than 10,400 square feet dedicated to residential uses only, and shall be stepped back from the floor below.

I. Parking. Development of the buildings within Area 1 must provide below-average-grade parking spaces for no less than 62.5% of the parking spaces.

J. Setbacks. All development must be set back at least 30 feet from Stinson Avenue and Grandview Street, and no less than 25 feet from Pioneer Way.

K. Curb Cut. Unless otherwise required to meet minimum fire access requirements, development of Area 1 shall have only one curb cut and that curb cut shall be located along Grandview Street.

**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. 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. Impact Fees. 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.

C. Sewer Facilities. At the time of execution of this Agreement, the City is unable to issue sewer concurrency certificates.

**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.**

A. This Agreement shall terminate upon the first to occur: (i) the expiration of the term identified in Section 7, or (ii) when the Subject Property has been fully developed, and all of the Developer's obligations in connection therewith are satisfied as determined by the City, or (iii) upon the City's redesignation of Area 1 by way of amendment to the Comprehensive Plan Land Use Map as set forth in subsection 16(B) below. 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.

B. If the Developer does not submit an application for rezone of Area 1 within two years from the effective date of this Agreement, then: (i) all provisions of this Agreement relating to the development contemplated herein shall terminate, except the limitation and prohibition on rezones set forth in Section 9.A. shall remain in full force and effect for the term of this Agreement identified in Section 7; and (ii) the City may amend the Comprehensive Land Use Map designation of Area 1 to Residential Low (RL) or other designation in its discretion.

**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 term of this Agreement, 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 after termination or expiration 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. 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 one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein

**Section 29. Entire Agreement.** This Agreement represents the entire integrated agreement between the City and the Developer, superseding all prior negotiations, representations or agreements, written or oral.

IN WITNESS WHEREOF, the parties hereto have caused this Development Agreement to be executed as of the dates set forth below:

**MP8 LLC**

By \_\_\_\_\_  
Its Managing Member

**PIONEER STINSON LLC**

By \_\_\_\_\_  
Its Managing Member

**CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_  
is the person who appeared before me, and said person acknowledged that (he/she) signed  
this instrument, on oath stated that (he/she) was authorized to execute the instrument and  
acknowledged it as the \_\_\_\_\_ of MP8 LLC, a Washington limited  
liability corporation, to be the free and voluntary act of such party for the uses and  
purposes mentioned in the instrument.

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

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_  
Printed: \_\_\_\_\_  
NOTARY PUBLIC in and for Washington  
Residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



**EXHIBIT A**

**AREA 1**  
**LEGAL DESCRIPTION**

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EASTERLY 30 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO A POINT ON THE EXTENSION OF THE EAST RIGHT OF WAY LINE OF STINSON DRIVE; THENCE NORTHERLY 30 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STINSON DRIVE AND A LINE 30' NORTHERLY OF AND PARRALLEL TO THE NORTH RIGHT OF WAY LINE OF GRANDVIEW DRIVE, ALSO KNOWN AS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 02°56'21" EAST 174.74 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT; THENCE LEAVING SAID RIGHT OF WAY SOUTH 89°17'10" EAST 563.75 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PIONEER WAY; THENCE ON SAID WEST RIGHT OF WAY LINE SOUTH 37°58'26" WEST 217.64 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE AND SAID LINE 30' NORTHERLY OF AND PARRALLEL TO THE NORTH RIGHT OF WAY LINE OF GRANDVIEW DRIVE; THENCE NORTH 89°27'47" WEST 438.76 FEET ALONG SAID LINE 30' NORTHERLY OF AND PARRALLEL TO THE NORTH RIGHT OF WAY OF GRANDVIEW DRIVE TO THE TRUE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, AND CONTAINING 2.0 ACRES, MORE OR LESS.

**AREA 2**  
**PROPERTY DESCRIPTION**

COMMENCING FROM THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EASTERLY 30 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO A POINT ON THE EAST LINE OF STINSON ROAD, ALSO KNOWN AS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE CONTINUING EASTERLY ALONG SAID SOUTH LINE SOUTH 89°27'47" EAST 417.05 FEET TO A POINT ON THE NORTHWESTERLY LINE OF PIONEER WAY; THENCE NORTHEASTERLY NORTH 37°58'26" EAST 411.45 FEET ALONG SAID NORTHWESTERLY LINE OF PIONEER WAY TO THE SOUTH LINE OF BUTLER DRIVE; THENCE NORTHWESTERLY NORTH 81°01'01" WEST 24.84 FEET TO THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST

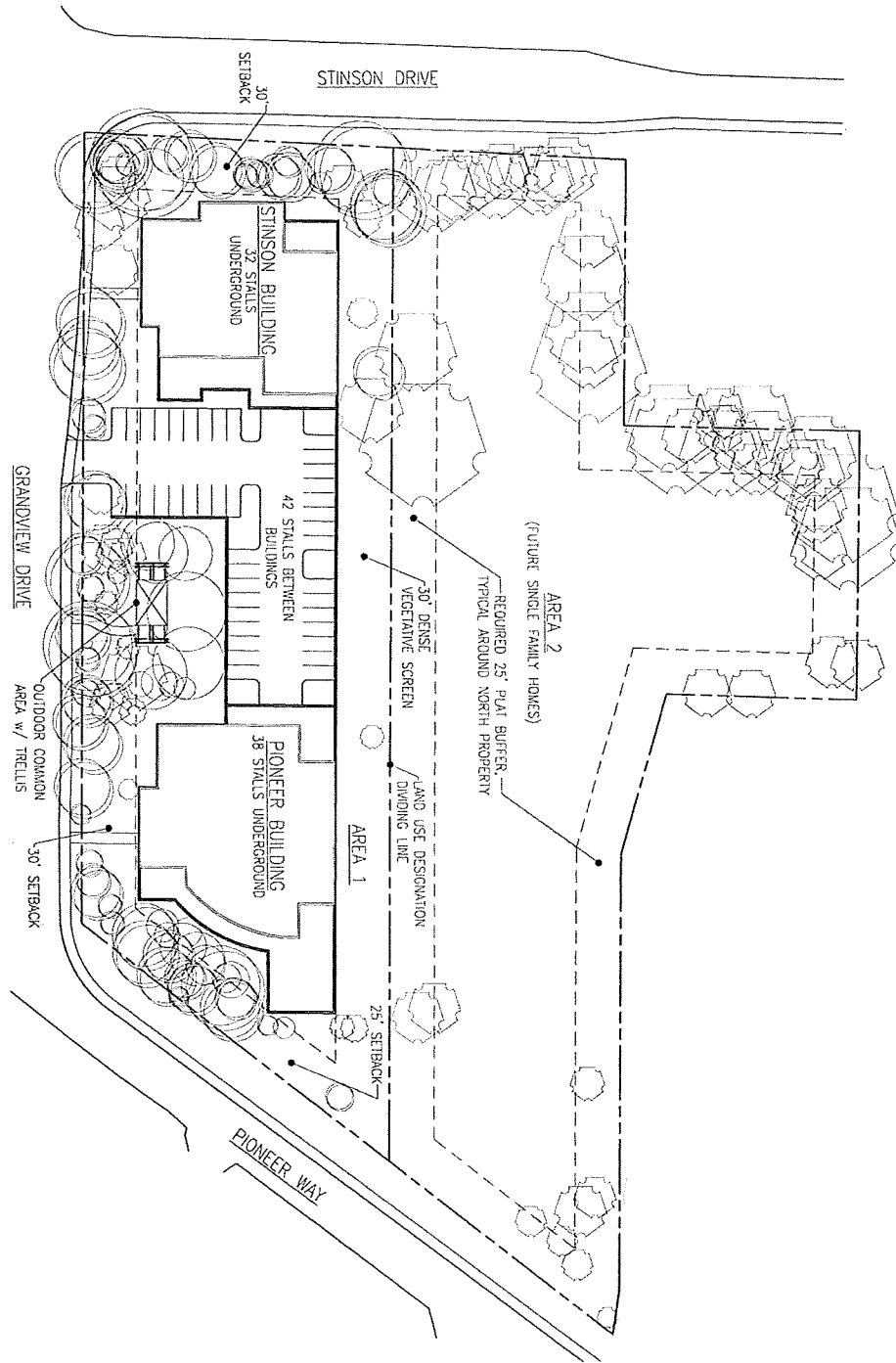
QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHWESTERLY NORTH  $89^{\circ}17'10''$  WEST 242.72 FEET ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHWESTERLY NORTH  $73^{\circ}40'22''$  WEST 92.83 FEET TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, AND 25.00 FEET NORTH OF THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE NORTHERLY NORTH  $01^{\circ}58'35''$  EAST 105.99 FEET ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, TO A POINT THAT IS 200 FEET SOUTH OF THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WESTERLY, NORTH  $89^{\circ}01'18''$  WEST 149.32 FEET PARALLEL WITH THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE SOUTHERLY, SOUTH  $01^{\circ}32'13''$  WEST 131.65 FEET PARALLEL WITH THE WEST LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8, TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE WESTERLY ON SAID NORTH LINE OF SAID SUBDIVISION NORTH  $89^{\circ}17'10''$  WEST 147.63 FEET TO THE EAST LINE OF SAID STINSON ROAD; THENCE SOUTHERLY SOUTH  $02^{\circ}56'21''$  WEST 332.59 FEET ALONG SAID EAST LINE TO THE TRUE POINT OF BEGINNING, CONTAINING APPROXIMATELY 4.3 ACRES, ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON.

**EXCEPTING THEREFROM:**

COMMENCING FROM THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN; THENCE EASTERLY 30 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION TO A POINT ON THE EXTENSION OF THE EAST RIGHT OF WAY LINE OF STINSON DRIVE; THENCE NORTHERLY 30 FEET ALONG SAID EAST RIGHT OF WAY LINE TO THE INTERSECTION OF THE EAST RIGHT OF WAY LINE OF STINSON DRIVE AND A LINE 30' NORTHERLY OF AND PARRALLEL TO THE NORTH RIGHT OF WAY LINE OF GRANDVIEW DRIVE, ALSO KNOWN AS THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH  $02^{\circ}56'21''$  EAST 174.74 FEET ALONG SAID EAST RIGHT OF WAY LINE TO A POINT; THENCE LEAVING SAID RIGHT OF WAY SOUTH  $89^{\circ}17'10''$  EAST 563.75 FEET TO A POINT ON THE WEST RIGHT

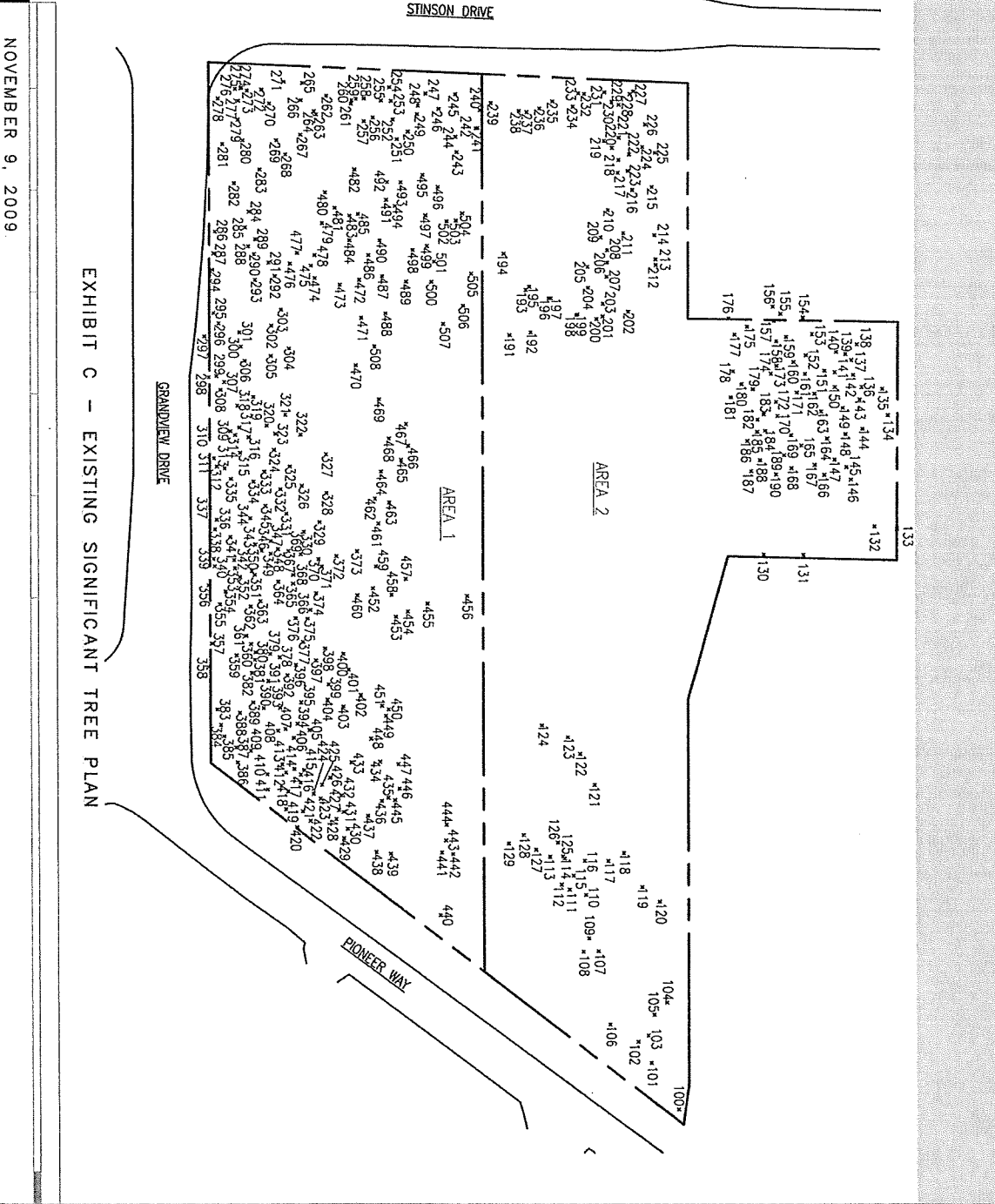
OF WAY LINE OF PIONEER WAY; THENCE ON SAID WEST RIGHT OF WAY LINE SOUTH 37°58'26" WEST 217.64 FEET TO THE INTERSECTION OF SAID WEST RIGHT OF WAY LINE AND SAID LINE 30' NORTHERLY OF AND PARRALLEL TO THE NORTH RIGHT OF WAY LINE OF GRANDVIEW DRIVE; THENCE NORTH 89°27'47" WEST 438.76 FEET ALONG SAID LINE 30' NORTHERLY OF AND PARRALLEL TO THE NORTH RIGHT OF WAY OF GRANDVIEW DRIVE TO THE TRUE POINT OF BEGINNING. ALL LYING IN THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, PIERCE COUNTY, WASHINGTON, AND CONTAINING 2.0 ACRES MORE OR LESS.

**ALSO:**  
EXCEPTING ROADS



NOVEMBER 9, 2009

EXHIBIT B - SITE PLAN



NOVEMBER 9, 2009

EXHIBIT C - EXISTING SIGNIFICANT TREE PLAN



ANCICH PROPERTY TREE PLAN KEY - EXHIBIT C											
TREE #	SAVE	TYPE	DIAMETER	TREE #	SAVE	TYPE	DIAMETER	TREE #	SAVE	TYPE	DIAMETER
100	X	MAPLE	2x 6"	165		FIR	16"	230	X	FIR	20"
101	X	ALDER	9" & 10"	166		FIR	18"	231	X	FIR	14"
102	X	ALDER	3x 9"	167		FIR	18"	232	X	FIR	2x 12"
103	X	ALDER	17"	168		FIR	20"	233	X	FIR	16"
104	X	ALDER	12"	169		FIR	30"	234	X	FIR	19"
105	X	ALDER	15"	170		FIR	20"	235	X	FIR	18"
106	X	MAPLE	2x 9"	171		FIR	16"	236	X	FIR	19"
107		MADRONA	8"	172		FIR	22"	237	X	FIR	19"
108		MAPLE	8"	173		FIR	10"	238	X	FIR	24"
109		MAPLE	5x 7"	174		FIR	24"	239	X	FIR	21"
110		MAPLE	4x 8"	175	X	FIR	16"	240	X	FIR	11"
111		FIR	13"	176	X	FIR	25"	241	X	FIR	22"
112		FIR	10"	177	X	FIR	28"	242	X	FIR	20"
113		FIR	11"	178		FIR	30"	243		FIR	17"
114		FIR	15"	179		FIR	20"	244	X	FIR	11"
115		FIR	7"	180		FIR	16"	245	X	FIR	28"
116		FIR	15"	181		FIR	24"	246	X	FIR	13"
117		FIR	7"	182		FIR	17"	247	X	FIR	14"
118		FIR	17"	183		FIR	20"	248	X	FIR	6"
119		FIR	32"	184		FIR	17"	249		MADRONA	12"
120	X	FIR	10"	185		FIR	22"	250		FIR	22"
121		FIR	22"	186		FIR	7"	251		FIR	13"
122		CEDAR	14"	187		FIR	36"	252		FIR	24"
123		CEDAR	17"	188		FIR	24"	253	X	FIR	14"
124		CEDAR	6"	189		FIR	11"	254	X	FIR	9"
125		FIR	10"	190		FIR	17"	255	X	FIR	13"
126	X	FIR	11"	191	X	FIR	36"	256		FIR	14"
127		FIR	12"	192		FRUIT	2x 8"	257		FIR	18"
128	X	FIR	15"	193	X	FIR	9"	258	X	FIR	8"
129	X	FIR	15"	194	X	FIR	23"	259	X	FIR	10"
130	X	APPLE	14"	195		FIR	19"	260	X	FIR	7"
131	X	APPLE	14"	196		FIR	16"	261		FIR	21"
132	X	FIR	15"	197		FIR	22"	262	X	FIR	16"
133	X	FIR	15"	198		FIR	10"	263		FIR	24"
134	X	FIR	30"	199		FIR	12"	264		MADRONA	2x 9"
135	X	FIR	32"	200		FIR	39"	265	X	FIR	15"
136	X	FIR	16"	201		FIR	9"	266		FIR	20"
137	X	FIR	21"	202		FIR	28"	267		FIR	14"
138	X	FIR	24"	203		FIR	14"	268		MADRONA	12"
139	X	FIR	12"	204		FIR	17"	269		FIR	20"
140	X	FIR	20"	205		FIR	28"	270	X	FIR	17"
141		FIR	15"	206		FIR	13"	271	X	FIR	11"
142	X	FIR	15"	207		FIR	14"	272	X	FIR	31"
143	X	FIR	14"	208		FIR	15"	273	X	FIR	7"
144	X	FIR	16"	209		FIR	16"	274	X	MADRONA	2x 15"
145		FIR	20"	210		FIR	22"	275	X	MADRONA	2x 18"
146		FIR	36"	211		FIR	17"	276	X	FIR	12"
147		FIR	18"	212	X	FIR	33"	277	X	FIR	12"
148		FIR	16"	213	X	FIR	17"	278	X	FIR	23"
149		FIR	20"	214	X	FIR	24"	279	X	FIR	19"
150		FIR	12"	215	X	FIR	25"	280		FIR	21"
151		FIR	11"	216		FIR	24"	281	X	MADRONA	14"
152	X	FIR	15"	217		FIR	13"	282	X	FIR	15"
153	X	FIR	20"	218		FIR	16"	283		MADRONA	2x 21"
154				219		FIR	11"	284		FIR	24"
155				220		FIR	15"	285		MADRONA	23"
156				221		FIR	9"	286	X	FIR	20"
157	X	FIR	14"	222		FIR	14"	287	X	MADRONA	2x 18"
158	X	FIR	25"	223		FIR	8"	288		FIR	16"
159	X	FIR	13"	224		FIR	21"	289		FIR	10"
160	X	FIR	13"	225	X	FIR	17"	290		FIR	10"
161		FIR	12"	226	X	FIR	24"	291		FIR	12"
162		FIR	14"	227	X	FIR	19"	292		FIR	9"
163		FIR	32"	228	X	FIR	15"	293		FIR	13"
164		FIR	16"	229	X	FIR	14"	294	X	FIR	22"

ANCICH PROPERTY TREE PLAN KEY (CONTINUED)											
TREE #	SAVE	TYPE	DIAMETER	TREE #	SAVE	TYPE	DIAMETER	TREE #	SAVE	TYPE	DIAMETER
295	X	FIR	10"	360	X	FIR	6"	425		FIR	12"
296	X	FIR	7"	361		FIR	15"	426		FIR	10"
297		FIR	9"	362		FIR	17"	427	X	MAPLE	6x 8"
298		MAPLE	4x 12"	363		FIR	25"	428	X	FIR	24"
299		MADRONA	19"	364		MADRONA	8"	429	X	FIR	18"
300		FIR	15"	365		FIR	13"	430	X	FIR	12"
301		MADRONA	20"	366		FIR	10"	431	X	FIR	10"
302		FIR	29"	367	X	MAPLE	7"	432		FIR	12"
303		FIR	20"	368		FIR	9"	433		FIR	15"
304		MAPLE	11"	369	X	MAPLE	6"	434		MAPLE	4x 6"
305		FIR	20"	370		FIR	25"	435		FIR	15"
306		MADRONA	17"	371		FIR	12"	436		CEDAR	8"
307	X	MADRONA	12"	372		FIR	21"	437		FIR	30"
308	X	FIR	18"	373		FIR	9"	438	X	MAPLE	6"
309	X	FIR	15"	374		FIR	8"	439	X	MAPLE	6"
310	X	MAPLE	4x 12"	375		FIR	7"	440	X	FIR	8"
311	X	FIR	24"	376		FIR	27"	441	X	MAPLE	6x 7"
312	X	MADRONA	8"	377		FIR	15"	442	X	MAPLE	2x 8"
313	X	MADRONA	2x 11"	378		FIR	19"	443		MAPLE	6x 7"
314	X	FIR	9"	379		FIR	10"	444		MAPLE	2x 8"
315	X	MAPLE	6"	380		MADRONA	16"	445		FIR	13"
316	X	MADRONA	11"	381		MADRONA	6"	446		FIR	27"
317	X	FIR	10"	382		FIR	11"	447		MAPLE	2x 7"
318		FIR	24"	383	X	MADRONA	3x 8"	448		FIR	12"
319		FIR	24"	384	X	MAPLE	6x 10"	449		FIR	36"
320	X	FIR	15"	385	X	MADRONA	2x 15"	450		MAPLE	2x 10"
321		FIR	22"	386	X	ALDER	3x 7"	451		MAPLE	2x 11"
322	X	FIR	15"	387	X	ALDER	7"	452		FIR	9"
323	X	MADRONA	17"	388		FIR	22"	453		FIR	-
324		FIR	12"	389		FIR	13"	454		FIR	24"
325		FIR	14"	390		FIR	9"	455		FIR	10"
326	X	FIR	22"	391		FIR	26"	456	X	LAUREL	7"
327		FIR	22"	392		FIR	7"	457		FIR	15"
328		FIR	15"	393		FIR	18"	458		FIR	12"
329		FIR	21"	394		FIR	15"	459		FIR	18"
330	X	FIR	20"	395		MADRONA	7"	460		FIR	29"
331		MADRONA	10"	396		FIR	16"	461		FIR	8"
332		FIR	20"	397		FIR	14"	462		MAPLE	7"
333		FIR	13"	398		FIR	19"	463		BIRCH	8"
334		FIR	17"	399		FIR	10"	464		FIR	17"
335	X	FIR	7"	400		FIR	17"	465		ALDER	8"
336	X	FIR	27"	401		FIR	18"	466		FIR	17"
337	X	MADRONA	16"	402		FIR	18"	467		FIR	36"
338	X	FIR	7"	403		FIR	8"	468		MAPLE	5x 6"
339	X	MADRONA	2x 8"	404		FIR	25"	469		MAPLE	2x 9"
340	X	MADRONA	15"	405		FIR	22"	470		MAPLE	10"
341	X	FIR	17"	406		FIR	13"	471		FIR	27"
342	X	FIR	9"	407		FIR	16"	472		FIR	13"
343	X	FIR	19"	408		FIR	12"	473		FIR	24"
344	X	FIR	7"	409		FIR	13"	474		FIR	13"
345		FIR	14"	410	X	FIR	19"	475		FIR	11"
346	X	FIR	7"	411	X	FIR	19"	476		FIR	14"
347	X	FIR	20"	412	X	FIR	7"	477		FIR	23"
348	X	FIR	10"	413	X	FIR	9"	478		FIR	14"
349		FIR	23"	414		FIR	15"	479		FIR	12"
350		FIR	16"	415	X	FIR	8"	480		FIR	18"
351	X	FIR	8"	416		FIR	20"	481		FIR	14"
352		FIR	23"	417	X	FIR	13"	482		FIR	12"
353	X	FIR	12"	418	X	FIR	15"	483		FIR	11"
354		FIR	25"	419	X	FIR	17"	484		FIR	19"
355	X	MADRONA	17"	420	X	MAPLE	2x6"	485		FIR	11"
356	X	MADRONA	16"	421	X	FIR	12"	486		FIR	16"
357	X	MADRONA	2x 17"	422	X	FIR	15"	487		FIR	10"
358	X	FIR	6"	423	X	FIR	11"	488		FIR	10"
359		FIR	26"	424	X	FIR	15"	489		FIR	15"

ANCICH PROPERTY TREE PLAN KEY (CONTINUED)											
TREE #	SAVE	TREE TYPE	DIAMETER	TREE #	SAVE	TREE TYPE	DIAMETER	TREE #	SAVE	TREE T	DIAMETER
490		FIR	10"	497		FIR	18"	504		FIR	23"
491		FIR	18"	498		FIR	-	505	X	FIR	15"
492		FIR	13"	499		FIR	12"	506	X	FIR	19"
493		FIR	12"	500		FIR	27"	507		FIR	27"
494		FIR	25"	501		FIR	21"	508		FIR	8"
495		FIR	20"	502		FIR	21"				
496		FIR	23"	503	X	FIR	9"				



COMMUNITY DEVELOPMENT DEPARTMENT

## NOTICE OF RECOMMENDATION

**CITY OF GIG HARBOR PLANNING COMMISSION  
COMP 09-0002, COMP 09-0003, COMP 09-0007, COMP 09-0008,  
COMP 09-0009, COMP 09-0010, COMP 09-0011**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** Capital Facility Amendments

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Having reviewed the amendment applications related to transportation; parks, recreation and open space; utilities; and the capital facilities plan and after holding a public hearing on July 17, 2009, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE WITH CONDITIONS** the following Comprehensive Plan amendments:

**COMP 09-0002: Parks, Recreation and Open Space Element**

The amendment removes the existing PROS element. The current element represents a plan which expired in May 2009 and the updated plan is not expected to be adopted until next year. Retaining an out-of-date PROS element creates inconsistencies in the Capital Facilities Plan. *Vote: 5-0*

**COMP 09-0003: Transportation Element**

The amendment would create general short-range and long-range transportation improvement plans that will serve as a basis for the 6-year Transportation Improvement Plan (TIP) adopted each year. *Vote: 5-0*

**Condition:** Remove proposed Policy 11.1.10: Improve the effectiveness of the road and sidewalk network in the downtown area through the implementation of applicable information provided in the "Harborview Drive and Judson Street Improvement Master Plan" dated February 3, 2009 and replace with:

Policy 11.1.10 Enhance walkability in the downtown area through sidewalk widening and improved sidewalk connections.

Policy 11.1.11 Increase pedestrian enjoyment of the downtown area through beautification and preservation activities.

Policy 11.1.12 Improve existing sidewalk and intersection conditions in the downtown area to increase pedestrian and vehicular safety.

Planning Commission Reasoning: During the review of the proposed amendment, the Planning Commission determined that the "Harborview Drive and Judson Street Improvement Master Plan" dated February 3, 2009 had not been formally approved by the City Council nor has it been reviewed by the Planning Commission. While the Planning Commission supports the basic policy, i.e. "improve the effectiveness of the road and sidewalk network in the downtown area" and has substituted language to the effect, it has no basis for recommending this specific plan as a strategy for implementing the policy. For these reasons, the Planning Commission determined that it would be inappropriate to include it in the Comprehensive Plan policy statement by reference.

**COMP 09-0007: Stormwater Comprehensive Plan**

A review of the City's new Stormwater Comprehensive Plan for consistency with the Comprehensive Plan. The Stormwater Comprehensive Plan is a key provision of the City's Stormwater Management Plan required by the City's NPDES permit. Applies to the City and future annexations; replaces current wastewater comprehensive plan. *Vote: 5-0*

**COMP 09-0008: Wastewater Comprehensive Plan**

A review of the City's new Wastewater Comprehensive Plan for consistency with the Comprehensive Plan. Applies to the City and future annexations; replaces current wastewater comprehensive plan. *Vote: 5-0*

**COMP 09-0009: Water System Plan**

A review of the City's new Water System Plan for consistency with the Comprehensive Plan. The Water System Plan applies only to those properties within the City's water service area. *Vote: 3-2 (Pasin / Derebey against)*

**COMP 09-0010: Capital Facilities Element**

The amendment updates the stormwater, wastewater, water system, parks, recreation and open space, and transportation improvement projects included in the Capital Facilities Plan. *Vote: 5-0*

**COMP 09-0011: Utilities Element**

The amendment would update the Utilities Element to be consistent with the new Water System Plan. *Vote: 5-0*

**CRITERIA FOR APPROVAL**

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The commission determined that criteria GHMC 19.09.170 A, C, G and H are not applicable to the capital facilities applications as these are not land use map amendments and do not increase the

density or intensity of potential development. The recommendation is based on the following analysis of the applicable criteria:

*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;*

The amendments related to transportation; parks, recreation and open space; utilities and capital facilities plan will improve the City's ability to provide sewer, water and other public facilities and services through updated funding mechanisms and new comprehensive utility plans based on existing conditions.

*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.*

The amendments will update the transportation, sewer, park, stormwater, wastewater, water, parks and open space and capital facilities plan so that the City can provide necessary infrastructure to serve the development projected by the Comprehensive Plan.

*E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;*

The City's Comprehensive Plan seeks to keep pace with the population and commercial growth through the funding of capital improvements that manage and allow for the projected growth. The amendment to the various capital-facility related elements and utility plans will allow the city to better address

the planning area's transportation, sewer, park, stormwater, wastewater, water and open space needs through adequate capital facility planning and funding.

*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;*

The amendments are necessary so as not to create significant adverse impacts to the city's infrastructure. Updating the transportation, sewer, park, stormwater, wastewater, water, parks and open space and the capital facilities plan allows the City to plan for and provide the necessary infrastructure to serve the development projected by the Comprehensive Plan.

*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*

The Planning Commission did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.

*J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.*

The Planning Commission does not believe that the approval of all of the amendments will have a cumulative adverse effect on the City.

Harris Atkins, Chairman  
Planning Commission Harris Atkins Date 10/21/09

cc: Planning File



COMMUNITY DEVELOPMENT DEPARTMENT

**NOTICE OF RECOMMENDATION**  
**CITY OF GIG HARBOR PLANNING COMMISSION**  
**COMP 09-0001**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** COMP 09-0001 – Wollochet Water System Service Area  
Amendment

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Having reviewed the water service area amendment applications and after holding a public hearing on July 30, 2009, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE WITH CONDITIONS** the following Comprehensive Plan amendment:

**COMP 09-0001 – Wollochet Water System Service Area Amendment:**

A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for a 3.69 acre, vacant parcel located at the southeast corner of Wollochet Drive and SR 16.

**RECOMMENDED CONDITIONS**

The Planning Commission analyzed the criteria for approval and recommends the following conditions:

1. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses paid by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.
2. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all fees paid to the State of Washington and Pierce County by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.

Note: Although staff recommended a third condition regarding the transfer of water rights, the commission did not recommend that condition because of their opinion that the staff was asking for something that the applicant did not



have or control. The water purveyor testified that it did not have water rights to transfer and therefore this condition, if included, would render the amendment not viable.

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The commission determined that criteria GHMC 19.09.170 A, C, G and H are not applicable to the application as the application is not a land use map amendment and does not increase the density or intensity of potential development. The recommendation is based on the following analysis of the applicable criteria:

*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;*

The proposed amendment will not adversely impact the city's ability to provide water service. The City currently has water capacity to reserve for future development. The development of the subject parcel would require 40 to 100 water ERUs and the City has over 1,000 water ERUs available for reservation. The city is also actively pursuing additional water rights from the Department of Ecology.

*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.*

Adequate water service infrastructure is currently in place to serve the parcel with a minor extension of a water main. The City of Gig Harbor water service area exists adjacent to the property along Wollochet Drive. A City water main

exists at the intersection of Wollochet Drive and Wagner Way approximately 350 feet south of the subject site. The developer would be required to extend the water main only approximately 350 feet to service the site.

*E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan; (see attached list of applicable policies)*

The Planning Commission did not identify any goals or policies of the Comprehensive Plan that the proposed amendment was in conflict with. The water system plan allows limited expansion of the city's water service area. Policy 2.1.3 Serviceable Areas states that urban uses should be allocated to lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities. Given the location of transportation services and water mains in relation to the subject property, urban development is appropriate. Finally, redevelopment of this vacant property will be a value to the community

*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;*

A city water main is within 350 feet of the subject property and is adequately sized for the development potential of the site. The city has enough water ERUs available to serve the development potential of the site. The water service amendment will not place uncompensated burdens on the existing water purveyor and customers as the developer will pay for the water main extensions and connection fees. With the proposed conditions, any fees incurred by the city for changing the water service area will be reimbursed by the applicant.

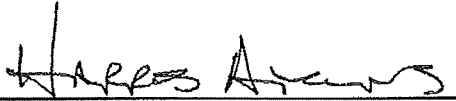
*I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and*

The Planning Commission did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.

*J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.*

The Planning Commission does not believe that the approval of this amendment will have a cumulative adverse effect on the City. The City has a finite number of water ERUs to reserve to customers in the current service area, with over 1,000 water ERUs available.

Harris Atkins, Chairman  
Planning Commission



Date 10/21/2009

cc: Planning File  
Property Owners  
Agent for Property Owners

**Applicable Comprehensive Plan Policies**

The Utilities Element has the following policy related to water systems.

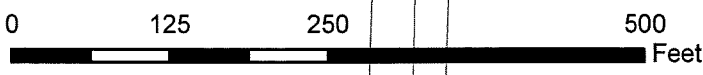
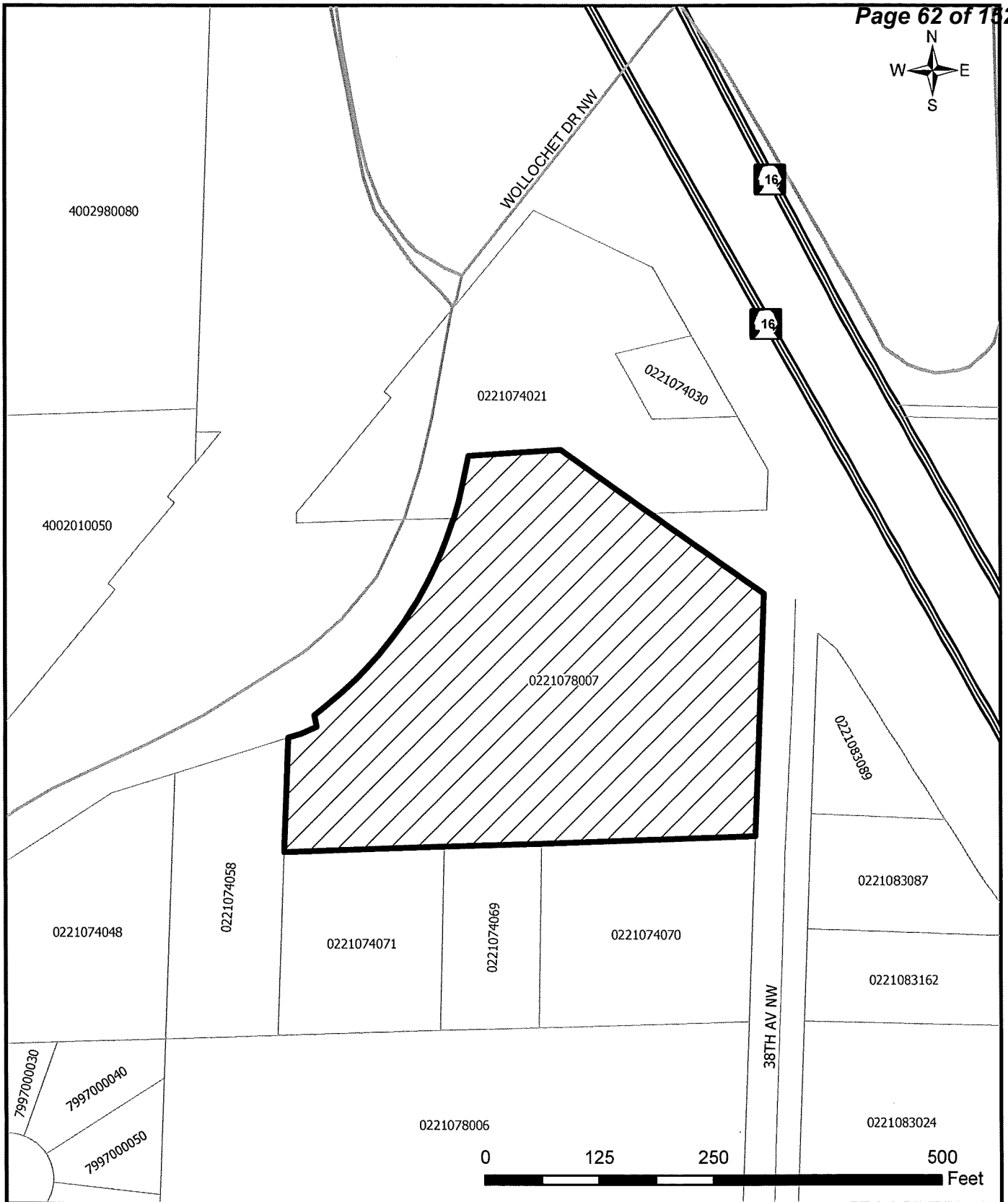
**GOAL 8.4: PROVIDE AN ADEQUATE SUPPLY OF HIGH QUALITY POTABLE WATER.**

**8.4.1. Upgrade and maintain a municipal water system which provides a high quality and quantity of potable water to residential, commercial and industrial users.**

- a) *Provide for the upgrade of substandard water systems within the City limits to comply with City Fire Protection Codes.*
- b) *Require new projects and developments and substantial redevelopment of existing developments to participate in the upgrade of existing water systems to meet the latest City Fire Protection Code standards.*
- c) *Encourage water conservation through a variety of programs and incentives for residential and commercial users.*
- d) *Consider alternatives to water-consumptive landscaping and encourage the use of plant stock and irrigation systems which do not have intensive water-use demands.*
- e) *Implement the goals and objectives of the City of Gig Harbor Comprehensive Water Plan.*

The executive summary of the City of Gig Harbor Water System Plan includes:

*Ensure that water service is available to support development that is consistent with the City's policies and criteria, as well as current land use plans and development regulations of the State of Washington, Pierce County and the City.*



# Water Service Area Amendment COMP 09-0001



COMMUNITY DEVELOPMENT DEPARTMENT

**NOTICE OF RECOMMENDATION**  
**CITY OF GIG HARBOR PLANNING COMMISSION**  
**COMP 09-0013**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** COMP 09-0013 – Stroh's Water System Service Area Amendment

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Having reviewed the water service area amendment applications and after holding a public hearing on July 30, 2009, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE WITH CONDITIONS** the following Comprehensive Plan amendment:

**COMP 09-0013 – Stroh's Water System Service Area Amendment:**

A water system service area amendment from Stroh's Water Company's service area to the City of Gig Harbor water service area for two parcels, totaling 4.16 acres, located south of Hunt Street just east of SR16 and the existing Cushman Trail, currently occupied by Stroh's Feed & Garden Supplies and United Rentals. The applicant has requested the City provide water for both domestic purposes and fire flow; however, Stroh's Water Company has indicated that they can continue to provide domestic water for any future development.

**RECOMMENDED CONDITIONS**

The Planning Commission analyzed the criteria for approval and recommends the following conditions:

1. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses paid by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.
2. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all fees paid to the State of Washington and Pierce County by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.

3a. IF REQUESTING BOTH DOMESTIC AND FIRE FLOW SUPPLY BY THE CITY TO THE SITE: The applicant shall request the Stroh's Water System assign to the City of Gig Harbor from its existing water rights, the quantity required to serve the proposed development consistent with state law, including Washington State Department of Health water system planning statutes and regulations. Should the Stroh's Water System decline the requested assignment, or advise the City that the assignment cannot occur in a manner consistent with law, the applicant is advised that City of Gig Harbor has no duty to serve the subject property and reserves the right not to provide water service. The applicant's request for assignment and Stroh's Water System response shall be documented in writing and provided to the City of Gig Harbor. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses necessary for assignment of water rights.

OR

3b. IF REQUESTING ONLY FIRE FLOW SUPPLY BY THE CITY TO THE SITE: The applicant shall pay the City's water system connection charge in effect at the time of building permit issuance based on the size of each water main serving the fire sprinkler system for the building(s).

#### **CRITERIA FOR APPROVAL**

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The commission determined that criteria GHMC 19.09.170 A, C, G and H are not applicable to the application as the application is not a land use map amendment and does not increase the density or intensity of potential development. The recommendation is based on the following analysis of the applicable criteria:

*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;*

*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; (see attached list of applicable policies)*

The Planning Commission did not identify any goals or policies of the Comprehensive Plan that the proposed amendment was in conflict with. The water system plan allows limited expansion of the city's water service area. Goal 6.2.2 of the Economic Development Element encourages increased economic opportunities through the redevelopment of vacant properties and revitalizing older business districts within the city. Providing city fire flow to an underdeveloped commercial site will further this goal by allowing redevelopment without Stroh's Water Company incurring significant infrastructure costs.

*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;*

Providing fire flow to the subject parcel will not adversely impact the city's ability to provide water service. A 12-inch City water main exists within Hunt Street along the north property line. A basic hook-up to that main would be required to provide water service. Given that the existing development has domestic water rights allocated to it, any redevelopment of the parcel should yield the transfer of those rights to the City provided the City takes over both domestic and fire flow water service. If only fire flow is provided, the city has adequate pressure to service the site and no additional water rights are needed. The water service amendment will not place uncompensated burdens on the existing water purveyor and customers as the developer will pay for connecting to the city's water main and associated fees. With the proposed conditions, any fees incurred by the city for changing the water service area will be reimbursed by the applicant.

*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*

The Planning Commission did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.

*J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.*

The Planning Commission does not believe that the approval of this amendment will have a cumulative adverse effect. Under condition 3a, the City does not reserve any additional water rights. Under condition 3b, the city allows a connection for fire flow only and a underdeveloped parcel is allowed to redevelop.

Harris Atkins, Chairman  
Planning Commission

Harris Atkins

Date 10/21/2009

cc: Planning File  
Property Owners  
Agent for Property Owners

#### **Applicable Comprehensive Plan Policies**

The Utilities Element has the following policy related to water systems.

#### **GOAL 8.4: PROVIDE AN ADEQUATE SUPPLY OF HIGH QUALITY POTABLE WATER.**

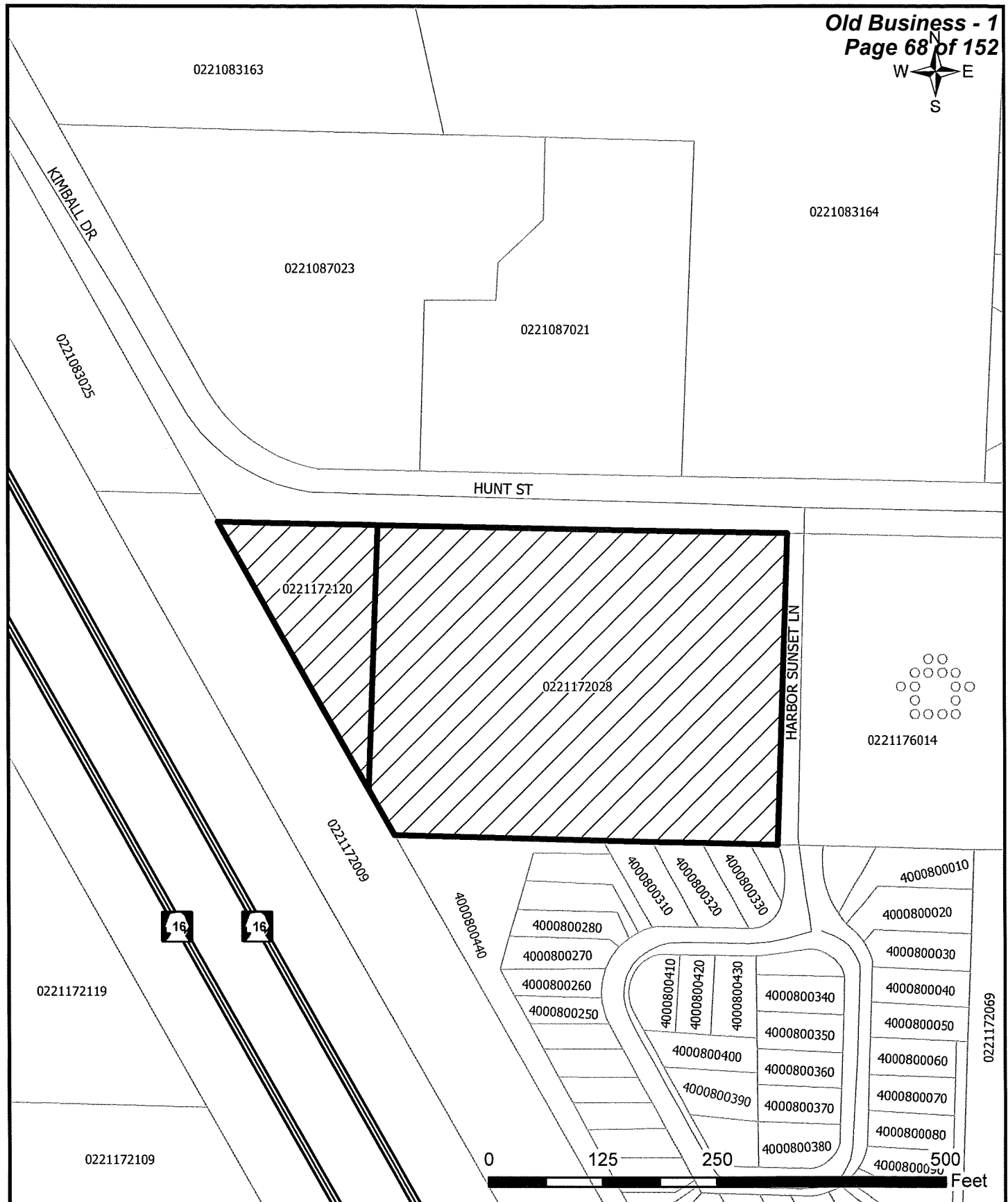
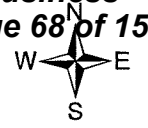
##### **8.4.1. Upgrade and maintain a municipal water system which provides a high quality and quantity of potable water to residential, commercial and industrial users.**

- a) *Provide for the upgrade of substandard water systems within the City limits to comply with City Fire Protection Codes.*
- b) *Require new projects and developments and substantial redevelopment of existing developments to participate in the upgrade of existing water systems to meet the latest City Fire Protection Code standards.*
- c) *Encourage water conservation through a variety of programs and incentives for residential and commercial users.*
- d) *Consider alternatives to water-consumptive landscaping and encourage the use of plant stock and irrigation systems which do not have intensive water-use demands.*
- e) *Implement the goals and objectives of the City of Gig Harbor Comprehensive Water Plan.*



The executive summary of the City of Gig Harbor Water System Plan includes:

*Ensure that water service is available to support development that is consistent with the City's policies and criteria, as well as current land use plans and development regulations of the State of Washington, Pierce County and the City.*



# Stroh's Water Service Area Amendment COMP 09-0013



COMMUNITY DEVELOPMENT DEPARTMENT

**NOTICE OF RECOMMENDATION**  
**CITY OF GIG HARBOR PLANNING COMMISSION**  
**COMP 09-0004**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** COMP 09-0004 – Sunrise Enterprises Land Use Map Amendment

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Having reviewed the land use map amendment applications and after holding a public hearing on September 17, 2009, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** the following Comprehensive Plan amendment:

**COMP 09-0004 – Sunrise Enterprises Land Use Map Amendment:**

A land use designation change from Employment Center (EC) to Commercial Business (C/B) of 15.53 acres located along Burnham Drive NW and 112<sup>th</sup> Street NW, currently occupied by a contractor's yard.

**CRITERIA FOR APPROVAL**

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The recommendation is based on the following information and analysis:

Criteria related to infrastructure - GHMC 19.09.170 A, B, D, and F:

*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;*

*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.*

*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;*

The city performed a traffic capacity evaluation for the proposed land use designation change. Given the variety of uses allowed in both designations (EC and C/B), it is not possible to accurately determine the number of trips generated upon full built-out. Some uses allowed in the C/B designation will exceed the trip generation of some uses in the EC designation and vice versa. It is not possible to determine if an actual increase will occur until the specific use for the property is defined. Given this variability, a change from EC designation to C/B designation is not considered an increase in land use intensity. In addition, the city's traffic modeling assumed this property was in the County and regulated by County zoning, given that the property was annexed to the City in March 2009. The County's zoning for this site prior to annexation was Community Commercial which is equivalent to the city's C/B designation.

However, the draft traffic impact analysis provided by the applicant indicated that more trips may be generated as a result of the redesignation. The city will fully evaluate the project once a project permit application is submitted committing to a particular use. If through that permitting process, deficiencies in the City's transportation system will occur, mitigation will be required by the applicant. The city does not believe the change in land use will result in an adverse impact that cannot be mitigated.

Staff has analyzed the anticipated sewer and service impacts under the existing designation and the proposed designation and has identified no significant increase in services or infrastructure needs and; therefore, no adverse impacts to the city's infrastructure. The subject property is not serviced by city water.

Non-infrastructure criteria - GHMC 19.09.170 C, E, G, H, I and J:

*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;*

This criterion is not applicable as the proposal is a change from one nonresidential designation to another nonresidential designation.

*E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan; (see attached list of applicable policies)*

The Planning Commission did not identify any goals or policies of the Comprehensive Plan that the proposed amendment was in conflict with. Goal 6.2.2 of the Economic Development Element encourages increased economic opportunities through the redevelopment of vacant properties and revitalizing older business districts within the city. The proposed amendment will further this goal given that the subject property is under-utilized with outdated buildings.

*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;*

Prior to annexation of this area on March 23, 2009, the County land use designation and zoning for this property was Community Commercial (CC). The CC zoning is most similar to the city's B-2 zoning. The County selected this designation and zoning as part of the Gig Harbor Peninsula Community sub-area plan adopted in 2002. The County and surrounding property owners have been contemplating a commercial designation and zoning of this property for seven years. This amendment would retain the commercial designation which was deemed compatible with the surrounding land uses and physically suitable for the property in 2002.

The Commercial/Business land use designation policy state that "commercial areas which border residential designations or uses should use available natural features as boundaries." (GHCP 2.2.3d) Residentially designated and zoned land exists both north and south of the proposal. The applicant has indicated that the mining permit for the current use of the subject property includes a 50 foot buffer to the residential use to the north. In addition along the north boundary, steep slopes rise up to the adjacent residential property. To the south, 112<sup>th</sup> Street NW separates the subject

property from the residential zoning. The Planning Commission feels that the existing road separation to the south and the topography in conjunction with a 40-foot zone transition buffer required by the Design Manual to the north is appropriate buffering from the residential zones.

*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;*

The Planning Commission does not believe that the approval of the amendment will create a demand for land use designation changes in the surrounding areas. A right-of-way bounds the subject property on the south and should adequately contain the designation. The property to the east has commercial designations and uses. To the west is a gravel pit under the same ownership as the subject property. They have indicated that the gravel pit will remain in the near future. To the north, a property owner has indicated they may request a comprehensive plan amendment to redesignate his property from residential to commercial. However, the property owner stated he had considered such amendment at the existing EC designation; the C/B designation request does not change that consideration.

*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*

The Planning Commission did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.

*J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.*

The Planning Commission does not believe that the approval of this amendment will have a cumulative adverse effect on the City.

Harris Atkins, Chairman  
Planning Commission



Date 10/21/2009

cc: Planning File  
Property Owners  
Agent for Property Owners

## **Applicable Comprehensive Plan Policies**

The Land Use Element has the following policy related to commercial/business designated land.

### **Policy 2.2.3.d:**

#### **Commercial/Business**

*Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process. Commercial-business activities consist of the following:*

- 1) *Retail sales and services*
- 2) *Business and professional offices*
- 3) *Mini-warehousing*

*Commercial areas which border residential designations or uses should use available natural features as boundaries.*

- 1) *Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales.*
- 2) *A minimum buffer width should be 30 feet.*
- 3) *The density and depth of the buffer should be proportional to the intensity of the use.*

### **GOAL 2.1: Manage Urban Growth Potentials**

*Maintain a realistic balance between the land's capability, suitable potential and the public's ability to provide urban level services.*

#### **2.1.1. Capable Areas**

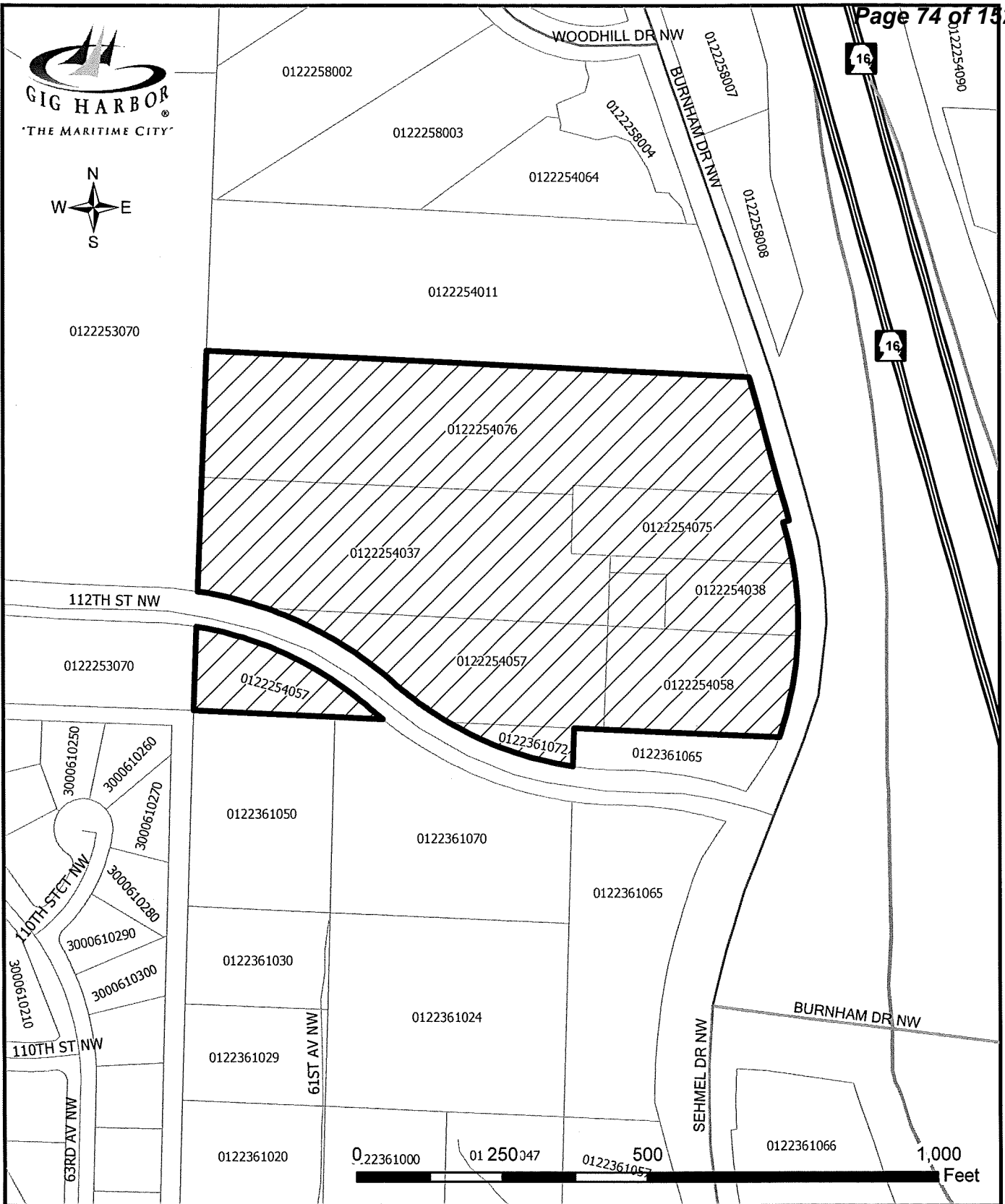
*To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.*

#### **2.1.3. Serviceable Areas**

*Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.*

#### **2.2.2. Neighborhood Planning Areas**

*a) Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land use areas and common buffers/open space.*



**COMP 09-0004 Sunrise Enterprises Land Use Amendment  
Employment Center (EC) to Commercial/Business (CB)**





COMMUNITY DEVELOPMENT DEPARTMENT

## NOTICE OF RECOMMENDATION

### CITY OF GIG HARBOR PLANNING COMMISSION COMP 09-0005

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** COMP 09-0005 – Haven of Rest Land Use Map Amendment

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Having reviewed the land use map amendment applications and after holding a public hearing on September 17, 2009, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** the following Comprehensive Plan amendment subject to a development agreement of 5-10 years:

**COMP 09-0005 – Haven of Rest Land Use Map Amendment:**

A land use designation change from Residential Low (RL) to Residential Medium (RM) of 3.4 acres of property north of Rosedale Street and directly east of the Tacoma Power lines. The owner submitted, as part of the application, a development agreement which limits the eventual rezoning of this property to the R-2 zone if the land use amendment is approved.

**CRITERIA FOR APPROVAL**

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The recommendation is based on the following information, analysis and development agreement proposal to limit the rezone to R-2:

Criteria related to infrastructure - GHMC 19.09.170 A, B, D, and F:

*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;*

*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.*

*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;*

Potential development expected as a result of this amendment may have the potential to generate a small number of additional pm peak hour trips. Based on maximum density, the existing zoning of R-1 could yield 14 dwelling units; a rezone to R-2 could yield 20 dwelling units. The six additional units, if single-family detached, would yield approximately 6 additional pm peak trips, based on the ITE Trip Generation Manual, 8<sup>th</sup> Ed.; the six additional units, if four-plexes, would yield approximately 3 additional pm peak trips. If the site developed with all four-plexes at the maximum density of 20 dwelling units, the pm peak trips would be four trips lower than if the site developed under the R-1 zoning as single-family detached. Given this variability and the low number of potential additional trips, no adverse impacts to the transportation network are expected due to the increase in land use intensity.

Staff has analyzed the anticipated sewer, water and service impacts under the existing designation and the proposed designation and has identified no significant increase in services or infrastructure needs and; therefore, no adverse impacts to the city's infrastructure.

Non-infrastructure criteria - GHMC 19.09.170 C, E, G, H, I and J:

*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;*

The maximum dwelling units allowed on the site under the existing designation and zoning is 14 units (4 dwelling units per acre). The maximum dwelling units allowed on the site under R-2 zoning as limited by the development agreement is 20 residential units; 6 units above existing conditions. A 6-unit increase is not a significant increase to the City's residential capacity.

*E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan; (see attached list of applicable policies)*

The Planning Commission did not identify any goals or policies of the Comprehensive Plan that the proposed amendment was in conflict with. The proposed amendment will retain the residential nature of the Rosedale area if the site develops residentially. If the site develops as a cemetery, the project will be required to obtain a conditional use permit and any impacts to the residential neighborhood can be adequately accessed and mitigated through that process.

*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;*

The applicant has indicated that they may expand their existing cemetery onto the subject property. The subject property would provide the vehicular access to the cemetery's property to the north. The RM designation states that businesses may be provided for if they do not significantly impact the character of the residential neighborhood and that the intensity of the non-residential use be compatible with the adjacent residential area. The existing cemetery has not significantly impacted the Gig Harbor area and the same is assumed for a cemetery expansion. If the property develops as residential, it will be consistent and compatible with the mix of single-family, duplex and multi-family housing surrounding the area.

In regards to physical suitability of the land for the development, the subject property contains some topographic relief and critical areas have been identified to the north of the site; however, if any critical areas exist on the

site, the city's critical area ordinance can address impacts and development can be designed to limit impacts.

*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;*

The Planning Commission does not believe that the approval of the amendment will create a demand for land use designation changes in the surrounding areas. The property south and north of the site is currently designated Residential Medium (RM). The property directly west is the Tacoma Power lines. Further west exists a mix between single-family, duplex and fourplexes; consistent with the R-2 zoning allowed uses. To the east, the property is designated RL and zoned R-1; however, the R-2 zoning is an appropriate transition zone between the single-family residential neighborhoods in downtown Gig Harbor and the mix of residential and nonresidential uses around the Rosedale / Skansie intersection.

*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*

The Planning Commission did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.

*J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.*

The Planning Commission does not believe that the approval of this amendment will have a cumulative adverse effect on the City.

Harris Atkins, Chairman  
Planning Commission

Harris Atkins

Date 10/21/2009

cc: Planning File  
Property Owners  
Agent for Property Owners

### **Applicable Comprehensive Plan Policies**

The Land Use Element has the following policy related to residentially designated land (RL and RM).

**Policy 2.2.3.a:**

**Residential**

*Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 - 12.0 dwelling units per acre).*

*In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards.*

*Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.*

**GOAL 2.1: Manage Urban Growth Potentials**

*Maintain a realistic balance between the land's capability, suitable potential and the public's ability to provide urban level services.*

**2.1.1. Capable Areas**

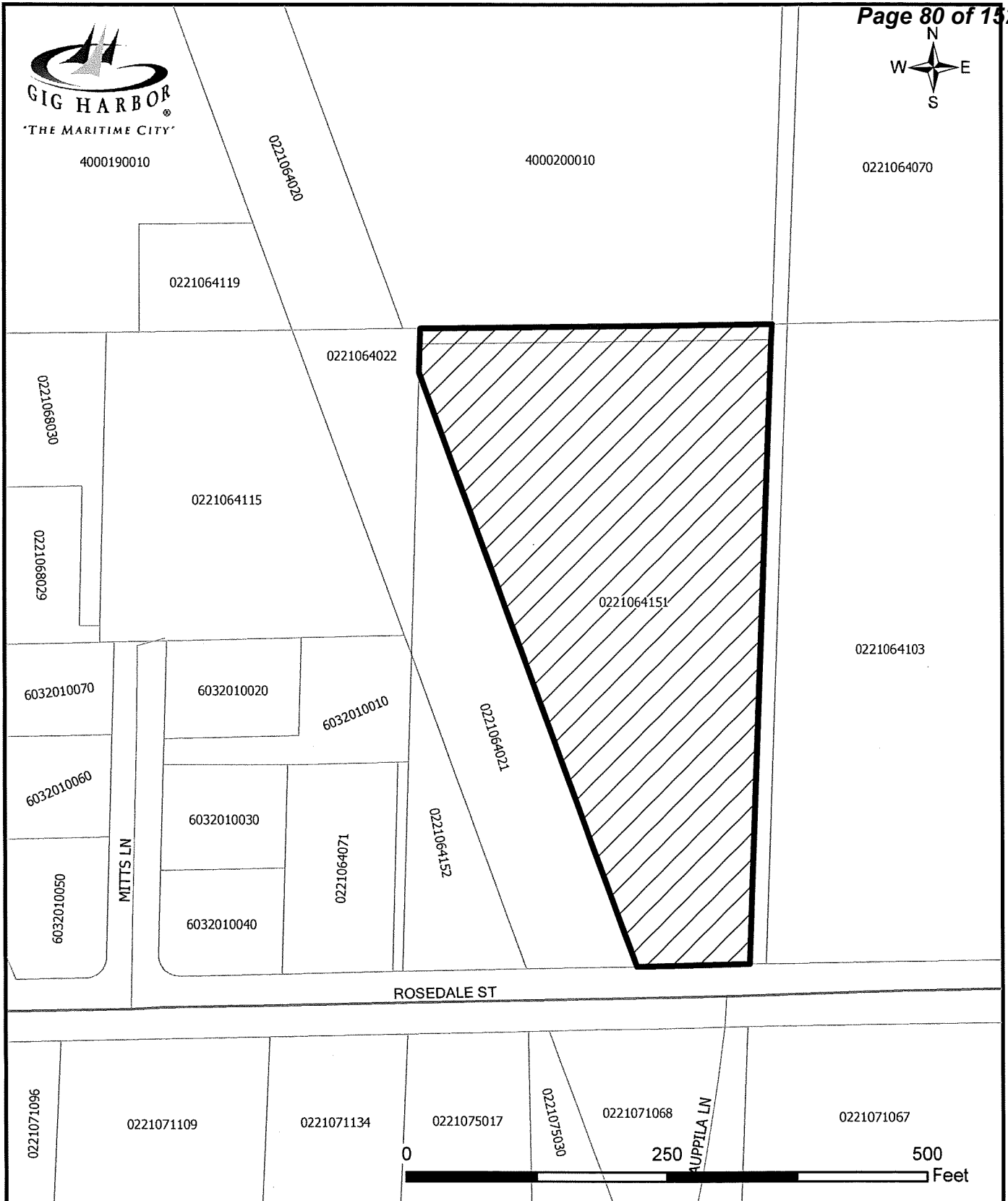
*To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.*

**2.1.3. Serviceable Areas**

*Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.*

**2.2.2. Neighborhood Planning Areas**

*a) Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land use areas and common buffers/open space.*



**COMP 09-0005 Haven of Rest Land Use Amendment  
Residential Low (RL) to Residential Medium (RM)**



COMMUNITY DEVELOPMENT DEPARTMENT

**NOTICE OF RECOMMENDATION**  
**CITY OF GIG HARBOR PLANNING COMMISSION**  
**COMP 09-0012**

**TO:** Mayor Hunter and Members of the Council  
**FROM:** Harris Atkins, Chair, Planning Commission  
**RE:** COMP 09-0012 – 3700 Grandview Land Use Map Amendment

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Having reviewed the land use map amendment applications and after holding a public hearing on September 17, 2009, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE WITH CONDITIONS** the following Comprehensive Plan amendment:

**COMP 09-0012 – 3700 Grandview Land Use Map Amendment:**

A land use designation change from Residential Low (RL) to Residential Medium (RM) for 2 acres of property located at 3700 Grandview Street; the northern corner of Stinson Avenue, Grandview Street and Pioneer Way. The owner submitted, as part of the application, a development agreement which limits the scope of any future development of the subject property and the 2.27 acre area north of the subject property as follows:

Rezone: Limit to RB-2 for the subject property; no rezone of the lower 2.27 acres.

Tree Preservation: 38% retention on subject property; 41% retention on the northern 2.27 acre area zoned R-1.

Residential Buffering: 25 foot buffer planted with evergreen trees at a density that will achieve screening between the northern 2.27 acres and the residences along Butler Street.

Zone Transition Buffering: A 30-foot zone transition buffer planted prior to the occupancy of the first building in the subject site, located on the subject property at the border between the RB-2 and R-1 zoning.

Parking: 73 of the proposed 125 stalls to be in garages underneath each building. Garages will be located under two floors and will be sunk into the ground so as to limit the amount of garage wall façade exposed.

Building Size, Height and Use: Two mixed use buildings proposed with residential over office, personal services, or restaurant 1 nonresidential uses. The building along Stinson Avenue would not exceed 11,900 square feet on the first floor and 9,200 square feet on the second floor. The building along

Pioneer Way would not exceed 14,500 square feet on the first floor and 10,400 square feet on the second floor. The second floors would be stepped-back from the first floor. As the property will remain in the height restriction area, the code allowed 16 feet would be met.

Setbacks: A 30 foot setback along Stinson Avenue and Grandview Street and a 25 - 40 foot setback along Pioneer Way.

Northern 2.27 acres of R-1 zoned property: Limit development of that area to a single-family subdivision.

### **RECOMMENDED CONDITIONS**

The Planning Commission analyzed the criteria for approval with the above limitations as required by GHMC 19.09.050(C) and GHMC 19.09.080(C)(12). In addition to the above limitations, the Planning Commission recommends the following conditions:

1. The development agreement ensures that the 38% tree retention shown on the plans presented is achieved.
2. The development agreement ensures that the mixed use buildings with residential on top and nonresidential at the street level are achieved.
3. The land use amendment and corresponding rezone is limited to two acres and the configuration shown (northern boundary line of RM does not move).
4. The duration of development agreement should be 10 to 20 years.

### **CRITERIA FOR APPROVAL**

The Planning Commission made this recommendation after reviewing the criteria for approval found in GHMC 19.09.170. The recommendation is based on the following information and analysis:

Criteria related to infrastructure - GHMC 19.09.170 A, B, D, and F:

*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;*

*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.*

*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;*

The mixed use development model on the subject property was considered in the long-range transportation forecast and, with the City's long-range transportation projects in place, sufficient capacity is available. A July 2008 transportation capacity evaluation indicated that capacity was available with minor adjacent intersection upgrades by the applicant.

Staff has analyzed the anticipated sewer, water and service impacts under the existing designation and the proposed designation and has identified no significant increase in services or infrastructure needs and; therefore, no adverse impacts to the city's infrastructure.

Non-infrastructure criteria - GHMC 19.09.170 C, E, G, H, I and J:

*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;*

The maximum dwelling units allowed on the site under the existing designation and zoning is 7 units (4 dwelling units per acre). The development outlined in the development agreement would yield 11 residential units; 4 units above existing conditions. A 4-unit increase is not a significant increase to the City's residential capacity.

*E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan; (see attached list of applicable policies)*

The proposed mixed use development is consistent with the policies in the Comprehensive plan related to tree retention and landscaping with the proposed increase in tree retention, increase in setbacks from right-of-way and denser buffering to the north than required by code.

The proposed layout, underground parking and amenities of the development are consistent with the goal to include an active interface between the public and private realms.

In regards to the goals and policies in the Comprehensive Plan to reflect Gig Harbor's built environment, maintain a small town scale for structures; and design buildings to define and respect the human scale – Given the buildings' height restriction, site layout, upper story step-back, tree retention and landscape screening, although large, the buildings do not visual appear out of scale compared to neighboring buildings. The Planning Commission finds that city's regulations regarding height restrictions meet the city's definition of scale.

The proposed building sizes are similar to the Civic Center and the Bayview Plaza Building (formerly BDR), all located in the View Basin or surrounding area. The appearance, size and scale of these neighborhood buildings and project buildings have more to do with the layout, landscaping, and topography of the site than with the square footage of the buildings.

The proposed amendment meets the goals of 6.1 and 6.2 regarding economic development. The amendment would support locate business development efforts; property investment, projects and programs; and protect local economic opportunities.

*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;*

In regards to physical suitability of the land for the development, the application materials clearly show that the site would physically allow the construction of the proposed mixed use development.

The RM designation states that professional offices or businesses may be provided for if they do not significantly impact the character of the residential neighborhood and that the intensity of the non-residential use be compatible with the adjacent residential area. The property directly to the north is part of the development agreement and will be limited to R-1 zoning and single-family development. The property owners indicate that they will develop this

R-1 land after the subject mixed use development. Single-family homes exist across the street to the northwest and west; the zone transition standards of the Design Manual will mitigate any impacts to that area. The properties surrounding to the east and south are nonresidential and directly west is nonresidential. The proposed mixed use development will complement the existing and potential development of the B-2 zoning south of the subject property where no building size limitations exist.

*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;*

The Planning Commission does not believe that the approval of the amendment will create a demand for land use designation changes in the surrounding areas. The property south of the site has a more intense commercial designation (C/B). The area to the west and property directly east already is designated Residential Medium (RM). The property to the north is part of the development agreement and will be limited to R-1 zoning and single-family development.

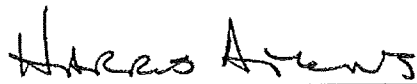
*I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and*

The Planning Commission did not identify any policies in the Growth Management Act, the countywide planning policies or multi-county planning policies that the proposed amendment was in conflict with.

*J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.*

The Planning Commission does not believe that the approval of this amendment will have a cumulative adverse effect on the City.

Harris Atkins, Chairman  
Planning Commission



Date 10/21/2009

cc: Planning File  
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### **Applicable Comprehensive Plan Policies**

The Land Use Element has the following policy related to residentially designated land (RL and RM).

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*In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards.*

*Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.*

#### **GOAL 2.1: Manage Urban Growth Potentials**

*Maintain a realistic balance between the land's capability, suitable potential and the public's ability to provide urban level services.*

##### **2.1.1. Capable Areas**

*To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.*

##### **2.1.3. Serviceable Areas**

*Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.*

##### **2.2.2. Neighborhood Planning Areas**

*a) Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land use areas and common buffers/open space.*

The Community Design Element has the following applicable policies.

**GOAL 3.1: ASSURE THAT NEW COMMERCIAL AND RESIDENTIAL PROJECTS INCLUDE AN ACTIVE INTERFACE BETWEEN THE PUBLIC AND PRIVATE REALMS.**

**GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.**

**3.6.1. Maintain a small town scale for structures.**

*New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.*

**3.6.2. Identify an appropriate form for structures.**

*New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape.*

**GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.**

*The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.*

**3.7.2. Encourage mixed-use structures.**

*Mixing uses within a structure enhances the ability to give interesting form and character to a building. For example, allowing residential units above retail shops encourages designs more common to a village or small town setting while providing another housing opportunity for local merchants or retirees with limited transportation.*

**GOAL 3.10: MAINTAIN AND INCORPORATE GIG HARBOR'S NATURAL CONDITIONS IN NEW RESIDENTIAL DEVELOPMENTS.**

**3.10.1. Incorporate existing vegetation into new residential developments.**

*Roads, lot layout and building sites in new residential developments should be designed to preserve high quality existing vegetation by clustering open space and native trees in order to protect not only the trees, but the micro-climates which support them.*

**3.10.2. Preserve existing trees on single-family lots in lower-density residential developments.**

*High quality native trees and understory should be retained where feasible.*

**3.10.3. Incorporate new native vegetation plantings in higher-density residential developments.**

*Ensure that the size of buffers and clustered open space are consistent with the scale of the development, especially where new higher-density developments are adjacent to existing lower-density developments.*

**3.10.4. Encourage property owners to preserve native forest communities and tree canopies.**

**3.10.5. Include landscape buffers between new residential development and perimeter roads.**

*Native nursery-stock and existing vegetation should be used to buffer residential development from perimeter roads. Buffers should be wide enough to effectively retain existing or support re-planting of native vegetation. The use of berms and swales along with landscaping can also adequately buffer residential developments from perimeter roads.*

**GOAL 3.21: PRESERVE THE NATURAL AMBIANCE OF THE HARBOR AREA.**

**3.21.1. Incorporate existing vegetation into site plan. As much as possible, site plans should be designed to protect existing vegetation. Such efforts should include the following:**

*(a) Cluster open space in order to protect not only trees, but the micro-climates which protect them. To be effective, a single cluster should be no less than 25% of the site area.*

*(b) Identify areas of disturbance prior to site plan approval. Too many good intentions turn sour because of incorrect assumptions on the location of proposed development in relation to property lines and existing tree stands. This can be avoided by surveying the property and locating areas proposed for clearing before a site plan or subdivision is approved.*

The Economic Development Element has the following applicable policies:

**GOAL 6.1: DEVELOP A SOUND FISCAL BASE**

*Help market local socio-economic resources to increase employment opportunities, develop office and industrial park properties, and provide the City with a sound tax base.*

**6.1.1. Job creation**

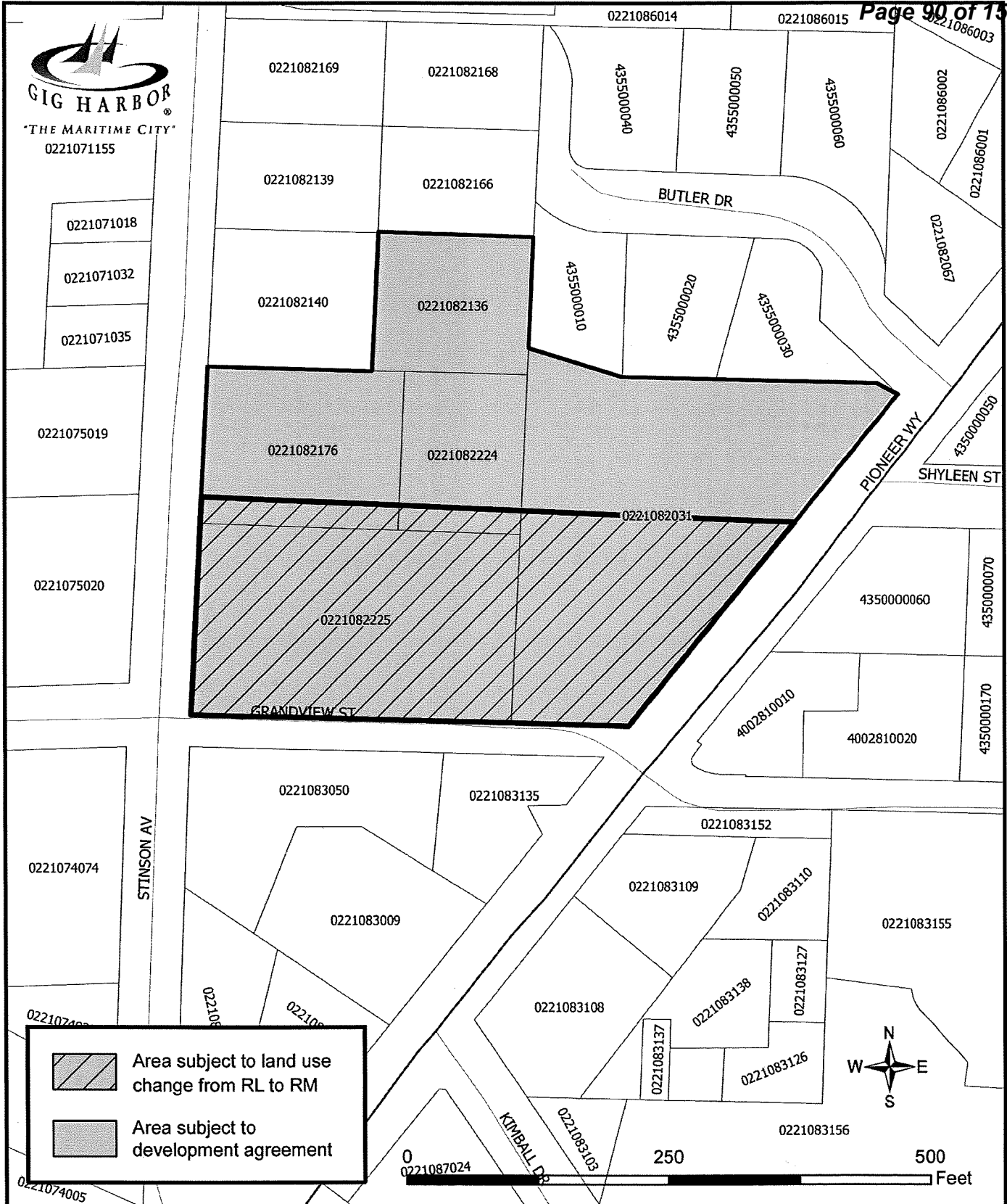
*a) Help create employment opportunities within the local economy, particularly for residents who now commute across the Tacoma Narrows Bridge to work. Participate with other public agencies and private interests in marketing*

*projects, labor force training programs, and other efforts to attract new businesses to Pierce County and Gig Harbor Peninsula area.*

- b) Determine reasonable jobs-to-housing balance by coordinating land use and development policies to help achieve the designated balance of adequate affordable housing near employment centers.*
- c) Encourage the redevelopment of declining commercial areas through a variety of incentives such as reduced fees for permits or utility connections and the consideration of waivers from land use performance standards, as appropriate.*
- d) Establish a "target" population-to-jobs ratio of 2.5:1 as an appropriate, reasonable and attainable balance for the projected population to the year 2014.*

**GOAL 6.2: INCREASE LOCAL ECONOMIC OPPORTUNITIES**

*Support local business development efforts and property investment projects and programs, and protect local economic opportunities. Provide for an increasing home-based business sector as more citizens rely upon this manner of livelihood as either their supplemental or primary economic means.*



**COMP 09-0012 3700 Grandview Land Use Amendment  
Residential Low (RL) to Residential Medium (RM)**



**Kester, Jennifer**

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**From:** Jeane Derebey [Jeane@asap-officeservices.com]  
**Sent:** Friday, August 21, 2009 4:25 PM  
**To:** Kester, Jennifer  
**Subject:** Fire Flow Protection  
**Follow Up Flag:** Follow up  
**Flag Status:** Completed

Jennifer:

Please pass the following on to the members of the Planning Commission & city departments and, if you think necessary – the members of the City Council.

Revisions to Page 2.5 of the Water System Plan:

As I sat listening to Jeff's explanation for the change in the language at 2.5 – I had an uncomfortable feeling about the entire intent of the statements but was unable to vocalize my thoughts. After a night of reflection I think I can share my thoughts.

While I understand the thought process behind the City's thinking that they should have any business/person who wants to redevelop a piece of property pay for the upgrades to the water system, thereby lessening the City's financial burden I do not agree with this decision. Also, there would not appear to be any guarantee that if only one business in an area decides to redevelop and is required to pay their "pro-rata" share, that the City mandated upgrade would be done in a timely fashion?

In my opinion, the City should have been planning for the upgrades that they are mandating by the collection of additional sums from the current users of the water system. If the City improves the system it will benefit all and all should help pay for it. The business/person who wishes to redevelop has been paying for their water service and should have the right to expect the City to upgrade it's own system to meet the standards that the City has set – not the business/person who wishes to redevelop.

So, in the case of the McDonald's used in the example last night – that business has been paying for water service for as long as it has been there, the fact that the City has decided on Fire Flow standards that are different than when they opened should not penalize them for wanting to upgrade or redevelop their property. The City should have been planning on doing the necessary upgrades to the system to meet the standards they set, not expecting the business owners to take that financial burden.

In the case of the lone business in the middle of a residential area – again, while I would expect there to be reasonable connection fees to connect to the City's water system, I do not feel that this business should be expected to foot the entire bill for the upgrade!

Again, as the City set the zoning and as commercial/multi-family projects are allowed in those areas, then the City should have been planning to upgrade it's system to meet those possibilities, not just to meet current expectations but to plan for the future. After all that's what the GMA is about, planning for the possibilities of the future not what we have now.

It is the City's water system, it is the City that is setting the requirements for it's system and it is the City that should undertake the responsibility for the maintenance and upgrading of that system. The public and users should expect to participate in the plans to upgrade with a reasonable increase in costs but no one business or person should be expected to shoulder the burden for something that is the City's responsibility.

Sincerely,

10/28/2009

*Jeane E. Derebey*

Member of 2009 Planning Commission

Phone: 253-858-1741 Fax: 253-853-3031

**JAMES A. PASIN**

3212 50th Street Ct. Suite # 104  
Gig Harbor, WA 98335  
253-851-8988 FAX: 253-851-8052  
tpasin@narrows.com

October 23, 2009

**RE: Comp 09 - 0009 Water System Plan:**

**Chapter 2 - Policies and Criteria - Fire Protection - Fire Flow Requirements**

I voted NO for the approval of this Amendment.

Although the Amendment seems reasonable on the surface, It has severe consequences to commercial and residential users of the City's Water System.

There are portions of the City's Water System that do not or can not meet the Fire Flow Requirements adopted.

As a consequence, under this Amendment, the user whether commercial or residential would be required to pay a pro-rata share of "upgrading" the system serving their property in order to meet the fire flow requirements; should they want to remodel, rebuild or construct, etc.

The pro-rata payment would have to be paid even though the City has no intention of "upgrading the system".

The Engineering staff sighted a residential area that does not meet the fire flow requirement. A property owner would probably have to "sprinkle" the house at a cost of \$10,000.00 to \$15,000.00. And pay the City, a like pro-rata amount for the future "upgrading of the system" even though it is not intending to upgrade this system. I do not believe, the City should be collecting funds from users, when there is little intent the funds will be used to correct the specific users' fire flow problem.

A second example given, was the Olympic Shopping Center area. That system doesn't meet the fire flow requirements.

The upgrade would cost millions of dollars. The actual number of commercial and residential users is unknown.

There are several vacant properties (like the old State Patrol office) that could be developed. Their pro-rata cost of the upgrade could be tens of thousands of dollars. Possibly making the development cost prohibitive.

Currently, in the Olympic Shopping Center, the former "Gourmet Essentials" space is vacant. If the space is rented for a "higher" use such as a restaurant, it could trigger the fire flow requirement and thus a pro-rata share of the multi-million dollar upgrade. A property owner can not pay hundreds of thousands of dollars to the City for a change of tenants. It would be impossible to have a rental rate high enough to recover the cost from a single tenant.

The cost to any residential (single or multi-family) property in this area, whether it be the result of new, remodel or replacement activity, would probably be prohibitive.

My primary concern is; that the City not hinder development, remodel or

reconstruction activity, whether commercial or residential, because its water system does not meet the adopted requirements through this Amendment. Or collect funds that may never be used for the specific upgrade for which they were collected.

The City has a responsibility to maintain its infrastructure from everyday revenues. It should be setting aside a portion of monthly water system fees for the replacement or upgrades of the water system.

It is unjust to collect funds from the user, if the system may never be upgraded.

I would recommend this Amendment not be approved as written.



James A. Pasin  
Planning Commisssioner

To: Harris Atkins  
Tom Dolan  
Jennifer Kester

From: Jill Guernsey

Date: 9/23/09

**Re: Comments regarding proposed Comp Plan Amendments 09-0004 (Sunrise Enterprises), 09-0005 (Haven of Rest), and 09-0012 (3700 Grandview).**

**09-0004 (Sunrise Enterprises):** I support this amendment (EC to C/B) for several reasons. This property was zoned commercial before it was recently annexed and is currently developed as a contractor's yard. If it remained a contractor's yard it would certainly not meet the criteria for EC in that it is unlikely that it would provide significant employment to area residents.

I concur with the text added (underlined) in staff's 9/11 memo and recommend that the proposed amendment be approved with a condition requiring maintenance and preservation of the 50 foot perimeter buffer established by the mining permit.

I also concur with the idea of a development agreement which would limit rezoning to B-2 which appears consistent with the applicant's plans.

I have no objection to the extension of commercial development onto the west side of Hgwy 16. There is already commercial development at the Hgwy 16/Purdy Bridge intersection, and at Keller Williams area. I don't see this site as residential and anything we can do to hasten the elimination of the mine would be greatly appreciated by the neighbors to the immediate west.

**09-0005 (Haven of Rest):** I support this amendment from RL to RM if it is conditioned upon a development agreement which limits the use of this property to cemetery. I know that the applicant's agent feels this is unwarranted, but here is my reasoning.

Assume that the area involved in this comp plan amendment is called Southern Area or SA. Assume the area owned by the applicant and previously amended is called Northern Area or NA.

If we approve the amendment without this limitation, then the SA and the NA could be rezoned from R-1 to R-2 and subsequently developed other than as a cemetery. While I am not necessarily opposed to that, it goes against the reason for both amendments.

If the amendment is conditioned upon a limitation to cemetery uses (through a Development Agreement), then it is unlikely that the SA would be developed as a cemetery and the NA developed other than as a cemetery. I doubt property owners would be inclined to drive through a cemetery (in the SA) to get to residences in the NA. Put

another way, while it would have been better to limit the NA to the use proposed at the time of the comp plan amendment, we can essentially do so by limiting the use of the area by conditioning the amendment of the SA which fronts on Rosedale Street. That way we ensure that the property will be developed in accordance with the reason for the amendment.

**09-0012 (3700 Grandview):** I support this proposal because I think it is more in line with the surrounding area than what current regulations allow.

Currently the property could be developed with a number of 5000 sq. foot buildings, as was done with the Uddenberg property. This site is considerably larger than the Uddenberg property, therefore I would anticipate more buildings of that size. While I have no objections to the Uddenberg development, I am not anxious to see more of that size development as I do not think it is in keeping with the area. The area currently is bordered by a triangle parcel which contains an uncoordinated mix of commercial development, including a large bank, Mayor Hunter's buildings, as well as several unattractive buildings with large paved parking lots.

Across the street is a gas station; across another street is a large commercial child care center, and nearby are 1970s vintage "strip" office buildings. In short, this area is nothing to brag about. And this is what I consider to be my neighborhood as I live adjacent to it and drive by it daily.

Anything that can be done to ensure attractive buildings is an improvement. I am less concerned about the size of the buildings than I am about the layout, preservation of trees, and planting of additional trees.

And while there has been a lot of discussion about the size of the buildings, I am unclear about the size of the buildings if you eliminate the underground parking? With or without eliminating these areas, these buildings do not appear to be massive. I look at the 5801 Soundview Building, the Rush Buildings on Soundview, the Thriftway (now QFC) Center on Judson, and the new Civic Center. The appearance, size and scale of each of these buildings have more to do with the layout, landscaping, and topography of the site than with the square footage of the buildings.

In short, I support this change if conditioned to ensure that significant trees are saved, more trees are planted, buffers are heavily vegetated, and other similar amenities are required. And please condition it so that duplexes are not constructed on the remaining parcel owned by these applicants (a restrictive covenant?).

**JAMES A. PASIN**

3212 50th Street Ct. Suite # 104  
Gig Harbor, WA 98335  
253-851-8988 FAX: 253-851-8052  
tpasin@narrows.com

October 23, 2009

**RE: Comp 09 - 0012:**

**3700 Grandview Street - Land use Map Amendment**

I strongly recommend that the City Council deny this Comprehensive Plan Amendment.

During the 2008 Comp. Plan Amendment cycle, this Land Use Map Amendment was denied by the Planning Commission on the basis of inappropriate land use for the site.

Rather than accept the Planning Commission's recommendation of denial, the City Council decided the Planning Commission should have made its decision based on the "latest project design" and not land use alone. Then directed the Planning Commission to reconsider the land use map amendment based on the "latest project design" during the 2009 Comp Plan cycle. The City would become the applicant.

I believe the City Council was in error for suggesting a change to the land use map based on "project design" rather than land use criteria.

The Council then gave the project owners implied "agency" to represent the City. The legality of which maybe questionable.

Before the "project" was represented to the Planning Commission via the comp plan process, the city's agent requested the site be removed from the "Height Restriction Area Map". At this point the "project design" was changing from the "latest", and the City should have withdrawn the application.

The Hearing Examiner's ruling dated June 16, 2009, indicates on page 3 of 7; the Agent's representative testified "that there is no current proposal for development". What happened to the "latest design" the City Council was promoting to the Planning Commission for reconsideration?

The Hearing Examiner denied the request. Again, at this point the City should have withdrawn the application, because it was becoming clear that the project would need to change again, in order to meet the "height restriction" of 16 feet.

During one of the meetings in September, the project's agent requested the "property line for the project" be moved 10 feet downhill toward the Harbor (North) in order to meet buffering requirements. Another change to "the latest design". I recommended that this not be allowed. The Agent's comment was "then we will have to take ten (10) feet off the buildings". The Planning Commission agreed with my recommendation, and made it a condition to be included in the development agreement.

A letter from the project Agent, dated July 7, 2009 requested an "Interpretation" by the Planning Director for "height" measurements. Not until the September meeting was the Planning Commission told there were some issues with "height"

measurements on the project. Only a general comment. No specifics.

On October 1, 2009, the Planning Director issued an Administrative Interpretation relative to the 27 foot height measurement/restriction. The Planning Commission had no discussion on the impact the interpretation would make on the project design. And in fact, basically ignored the issue in making its recommendation for approval.

The 2008 project was for two commercial buildings; one at 7,158 sq.ft. the second at 9,000 sq.ft.; **totaling 16,158 sq.ft.** Please refer to attachment – Staff Report dated 9/2/08 page 9 of 12.

The 2009 project is also for two commercial buildings. The Stinson Building being two stories; 11,500 sq.ft. commercial and 7,500 sq.ft. residential; **totaling 19,000 sq.ft. plus underground parking.** The Pioneer Building being two stories; 14,000 sq.ft. commercial and 9,000 sq.ft. residential; **totaling 23,000 sq.ft. plus underground parking.**

The two buildings **total 42,000 sq.ft.** An **increase of 25,842 sq.ft.** from the 2008 project! Size, scale and mass were changed. Another reason for the City to have withdrawn the application.

I believe the height restrictions and other design conditions placed on the project as of October 21, 2009 and changes made by the ownership make it **very** different from what the City Council saw at the end of the 2008 Comp Plan Amendment cycle. For these reasons alone the comp plan amendment should be denied.

The real issue is land use. Not project design.

The current Residential Low designation is correct for this property. It provides the transition requirement from the surrounding commercial property to the single family R-1 area.

The City's Agent made no justification, based on land use, during the 2009 Comp Plan process, which showed that the Planning Commission's 2008 recommendation for denial should be changed. Please refer to attachment; Notice of Recommendation – COMP-08-001 dated October 2, 2008. Special points are noted with ->.

I voted NO for the Amendment.

Based on the above, I strongly recommend the City Council not accept the Planning Commission's recommendation for approval, and deny this Comprehensive Plan Amendment.



James A. Pasin  
Planning Commissioner

- Attachments:
1. E-mail dated 8/23/2009 from J. A. Pasin
  2. Staff Report dated 9/2/08 pg 9 of 12
  3. Notice of Recommendation date 10/2/2008
  4. Proposed Site Plan – 2008



From: realityjap@aol.com  
To: harrisa@centurytel.net  
Subject: Comp 09-0012 Grandview Street  
Date: Sun, 23 Aug 2009 11:28 am

Harris;

I feel there are a number of serious issues surrounding this Amendment that we as a Planning Commission are overlooking, not aware of, or ignoring. I will list several.

The "Development Agreement". It would override the underground parking design requirements in the Design Manual for garages with over 20 vehicles (17.99.470 items A and C). It does make a statement that the City can not provide sewer concurrency. Something I think needs discussion. There are other issues within the Agreement worth review.

The Comp. Plan amendment is non-specific to which lots would be re-zoned to RB-2, Parcel #0221082031 runs down Pioneer a long way. There is not specific comment to stop the re-zone at a "new" lot line. This could be very dangerous,

~~The RB-1 zone only allows one 5000-sq-ft. (gross floor area) structure per LOT. The applicant has implied they could build as many as 5. The RB-2 zone does not have that restriction.~~

The RB-1 zone only allows for single family residential, therefore, each building could only have one single family unit. RB-2 allows multi-family. The developer has not said how many multi-family units they would have in the development. It could be 100%.

The Design Manual - Zone Transition limits building size to existing surrounding buildings. This needs to be discussed.

Refer to 17.99.370 and 17.99.240 Natural Site conditions and height. The developer has not provided topo information on this site and we are being asked to "take their word" in meeting these requirements.

Refer to 17.99.510 Item A, height measurement on a slopping property.

I feel we have been following a "does if feel and look good" approach on this, rather than does it meet the requirements. And the consequences of a rezone to RB-2 could be bad.

The property line(s) are of a real concern to me.

I think the staff needs to answer these questions in writing as a part of the documentation for our and the city council's decision and for the hearing examiners review.

I have other concerns, but these start to highlight the real issues.

Hopefully, you will pass these comments on to the other Planning Commission members for their evaluation.

If you'd like to discuss this with me, please call.

Jim Pasin

9/2/09

- \* No access to single family houses.
- \* Retaining walls - over 15 feet

zoned RB-1. The RB-1 zoning allows offices as proposed and even allows "Sales Level 1 (general retail uses). RB-1 zoning would not permit multiple family uses however.

**GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.**

**3.6.1. Maintain a small town scale for structures.**  
New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.

**3.6.2. Identify an appropriate form for structures.**  
New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape.

**GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.**

The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.

**Comment:** With respect to design, the major issue associated with this request, for the proposed RB-2 zone is scale. As previously identified, the commercial aspects of the applicants proposal can be accommodated within the existing RB-1 zoning of the property. However, the zoning regulations for RB-1 limits the maximum size of each structure on the site to 5,000 square feet. In the RB-2 zone, the maximum structure size is limited by the height, setbacks and parking required. The applicant has provided a conceptual site plan which indicates two buildings within the proposed RB-2 zone. One structure is identified as 7,158 sq. ft +/- and the other is 9,000 sq. ft +/- . In the narrative provided in the proposed development agreement, it is identified that the southerly half is proposed to be developed with a "building or buildings". It is difficult to evaluate the impacts to surrounding properties relative to scale of structure with the information presented to date. The applicant should come to the public hearing prepared to demonstrate that the ultimate development of the site will be consistent with an appropriate scale for the area.

NOT PART OF DEVELOPMENT ?

MIXED USE

**GOAL 3.10: MAINTAIN AND INCORPORATE GIG HARBOR'S NATURAL CONDITIONS IN NEW RESIDENTIAL DEVELOPMENTS.**

9/2/08

**NOTICE OF RECOMMENDATION**  
**CITY OF GIG HARBOR PLANNING COMMISSION**  
**2008 COMPREHENSIVE PLAN AMENDMENTS**

**TO:** City of Gig Harbor  
**FROM:** Harris Atkins, Vice Chair  
**DATE:** October 2, 2008  
**RE:** Applications: COMP 07-0005, COMP 08-0001, COMP 08-0002, COMP 08-0003,  
COMP 08-0004, COMP 08-0005, COMP 08-0006, COMP 08-0007 and COMP  
08-0008

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Having reviewed the Comprehensive Plan amendments included in the 2008 cycle after public hearings on August 7, 2008 and September 4, 2008, the City of Gig Harbor Planning Commission recommends the City Council **APPROVE** 8 of the proposed Comprehensive Plan amendments and **DENY** one proposed Comprehensive Plan amendment. The following is a summary of each proposed 2008 Comprehensive Plan amendment together with the Planning Commission's recommendation.

**COMP 07-0005:**

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.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

~~\*\*\*~~ **COMP 08-0001:**

The proposed Comprehensive Plan amendment, requested by MP8 LLC and Pioneer & Stinson LLC, would change the land use designation for 4.27 acres of property located at 3700 Grandview Street from a Residential Low (RL) designation to a Residential Medium (RM) designation.

Planning Commission Recommendation: Denial. The Planning Commission found that the request was inconsistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan. Although requesting a medium intensity designation for the entire property, the applicant's request contains two separate proposals for the site. The northerly 2 acres is proposed to be

developed with 7 duplexes and the southerly 2 acres is proposed to be developed by one or more buildings containing a mix of office and residential uses. The applicants submitted a draft development agreement that would limit the use of the property to those uses. The applicants requested that the City consider the duplex and office portions of the project separately. After careful review, the 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 Commission questioned the need for the duplexes to be located between the proposed office building(s) and the single family homes to the north. The proposed mixed use development on the south half of the overall site is currently zoned RB-1. The applicants are proposing to rezone the site to RB-2 if the comp plan amendment is approved. The intent statements of both RB-1 and RB-2 state that those districts are intended to act as buffers adjacent to lower density residential uses. Therefore, there should not be a need to buffer the existing single family homes from the proposed mixed use development. The Planning Commission voted unanimously to recommend denial of this portion of the requested Comp Plan Amendment.

→ 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 indicate that if the Land Use Map is changed to designate the site Residential Medium, they intend 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 has discussed 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 have indicated that they will retain existing vegetation as required under the existing zoning regulations. The Planning Commission 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 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. After careful consideration, it is the position of the Planning Commission that the proposed duplexes and future large multiple story building or building would not be compatible with the surrounding land uses. The Planning Commission voted 3 – 2 to deny this portion of the Comp plan Amendment.

Based upon the above, the Planning Commission respectfully recommends denial of application COMP 08-0001.

**COMP 08-0002:**

The proposed Comprehensive Plan amendment, requested by the City of Gig Harbor, would update, revise and add to the list and descriptions for current and planned parks, recreation and open space projects. The amendment will allow the City to update its park impact fees.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

**COMP 08-0003:**

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 1/2 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.

Planning Commission Recommendation: Approval. The application is consistent with the criteria identified in GHMC 19.09.170 for the approval of amendments to the City of Gig Harbor's Comprehensive Plan.

**COMP 08-0004:**

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:

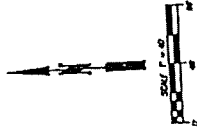
1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and Harborview Drive near the old ferry landing zoned R-2; and,
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.

Planning Commission Recommendation: Recommend approval for map areas 1 and 3. Recommend approval of map area 2 with the exception that the southern boundary be redrawn to exclude the 6 southerly parcels along Grandview Place.

PATCEL #  
 872100100, 872100110, 872100120, 872100130, 872100140, 872100150, 872100160, 872100170, 872100180, 872100190, 872100200, 872100210, 872100220, 872100230, 872100240, 872100250, 872100260, 872100270, 872100280, 872100290, 872100300, 872100310, 872100320, 872100330, 872100340, 872100350, 872100360, 872100370, 872100380, 872100390, 872100400, 872100410, 872100420, 872100430, 872100440, 872100450, 872100460, 872100470, 872100480, 872100490, 872100500, 872100510, 872100520, 872100530, 872100540, 872100550, 872100560, 872100570, 872100580, 872100590, 872100600, 872100610, 872100620, 872100630, 872100640, 872100650, 872100660, 872100670, 872100680, 872100690, 872100700, 872100710, 872100720, 872100730, 872100740, 872100750, 872100760, 872100770, 872100780, 872100790, 872100800, 872100810, 872100820, 872100830, 872100840, 872100850, 872100860, 872100870, 872100880, 872100890, 872100900, 872100910, 872100920, 872100930, 872100940, 872100950, 872100960, 872100970, 872100980, 872100990, 872101000

# GRANDVIEW

IN A PORTION OF THE SOUTH OF SECTION 8, TOWNSHIP 21 NORTH,  
 RANGE 2 EAST OF THE 111TH MERIDIAN,  
 PERCE COUNTY, WASHINGTON



**SITE INFORMATION:**  
 SHEET NO. 3 OF 3  
 DATE: 07-24-2019  
 DRAWN BY: J. HULLITT  
 CHECKED BY: M. RUTENFRS

**UTILITY NOTES:**

1. ALL UTILITIES SHOWN ON THIS PLAN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED BY THE ENGINEER. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR DAMAGE TO UTILITIES OR PERSONAL INJURY OR PROPERTY DAMAGE CAUSED BY UTILITIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY INFORMATION FROM THE APPROPRIATE AGENCIES.



DATE	07-24-2019
DWG	
SHEET	3 OF 3

DESIGN	NO
DRAWN	J. HULLITT
CHECKED	M. RUTENFRS

PROPOSED SITE PLAN

GRANDVIEW PROJECT

HALSAN FREY, LLC  
 12356 NORTHUP WAY, STE 119  
 BELLEVUE, WA 98005  
 (206) 461-1000





COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

DATE: August 6, 2009  
TO: Jennifer Kester, Senior Planner  
FROM: Jeff Langhelm, PE, Senior Engineer *AL*  
SUBJECT: **PL-COMP-09-0001**  
**PUBLIC WORKS FINDINGS AND CONDITIONS - REVISED**

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The City of Gig Harbor Public Works Department reviewed potential impacts from the proposed 2009 City of Gig Harbor Comprehensive Plan amendment PL-COMP-0001. The findings and conclusions from this review have been determined based on information contained in the comprehensive plan amendment application dated February 24, 2009.

The applicant has indicated they propose to develop an existing lot zoned RB-2 into hotel and/or multiple restaurants. Specifically, the application for comprehensive plan amendment proposes to revise the designated water purveyor for the site. The current water purveyor is Stroh's Water Company. This comprehensive plan amendment proposes the City of Gig Harbor provide water service to this site.

Based on the submitted documents from the proposed comprehensive plan amendment, the Public Works Department has recommended conditions for approval as described below.

**Water System Findings and Evaluation**

The City has reviewed potential water system impacts from the proposed comprehensive plan amendment under the City's water concurrency ordinance (Chapter 19 of the Gig Harbor Municipal Code).

Currently, the site is vacant and is located in Stroh's Water System Service Area. The City of Gig Harbor Water System surrounds the site to the north and west. A City of Gig Harbor water main is located approximately 500 ft southwest of the site. Stroh's Water System has indicated to the City they cannot provide sufficient water to the site. However, the Stroh's Water System has not provided a system hydraulic analysis and other Water System Plan information requested by the Washington State Department of

Jennifer Kester  
PL-COMP-09-0001  
Page 2 of 3

Health (DOH) to enable DOH and the City of Gig Harbor to determine if the annexation of part of Stroh's Water System service area is necessary to serve the applicant's property and/or whether such service can be provided by the Stroh's Water System pursuant to appropriate system upgrades and approval of additional service connections. This information is crucial to assist the City of Gig Harbor in evaluating the need for annexation.

The proposed amendment to revise the water system service area from Stroh's to the City of Gig Harbor will increase demands on the City's water system. The applicant has indicated the increased demand may be more than 50 ERUs. While the City's water system currently provides adequate fire flows for the commercial area of Wollochet Drive and Wagner Way as required by the City's 2001 Water System Plan, this increased demand on the City's water system of more than 50 ERUs has not been addressed in the City's Water System Plan. Additionally, the Washington State Department of Health and Pierce County require respective amendments to the City's Water System Plan and the Pierce County Coordinated Water System Plan when established service areas are revised.

The mitigation proposed by the City of Gig Harbor due to this increased demand and jurisdictional requirements have been incorporated as conditions below. Upon completion of the conditions and pending outcomes acceptable to the City from these conditions, Public Works recommends the acceptance of the proposed amendment.

### **Wastewater System Findings and Evaluation**

The City has reviewed potential wastewater system impacts from the proposed comprehensive plan amendment under the City's sewer concurrency ordinance (Chapter 19 of the Gig Harbor Municipal Code).

Currently, upon approval of sewer concurrency, development of this site may be made without sewer lift station improvements to the City's sewer collection system. The sewer collection system is presently located approximately 500 ft to the southwest of the site.

The proposed amendment to revise the water system service area will neither increase nor decrease demands on the City's wastewater system.

### **Transportation System Findings and Evaluation**

The City has reviewed potential transportation system impacts from the proposed comprehensive plan amendment under the City's transportation concurrency ordinance (Chapter 19 of the Gig Harbor Municipal Code).



Jennifer Kester  
PL-COMP-09-0001  
Page 3 of 3

Currently, upon approval of transportation concurrency, development of this site may be made without extension of City's transportation system. The portion of the public roadway to the west of the site, Wollochet Drive, is classified as a major collector arterial. The portion of the public roadway to the east of the site, 38<sup>th</sup> Avenue, is an unclassified roadway.

The proposed amendment to revise the water system service area will neither increase nor decrease demands on the City's transportation system.

### **Recommended Conditions**

Unless otherwise noted, all conditions shall meet the City of Gig Harbor Public Work Standards and be completed prior to any land use approval for development requiring water service by the City of Gig Harbor.

1. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses paid by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the proposed water service area amendment.
2. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all fees paid to the State of Washington and Pierce County by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.
3. The applicant shall request the Stroh's Water System assign to the City of Gig Harbor from its existing water rights, the quantity required to serve the proposed development consistent with state law, including Washington State Department of Health water system planning statutes and regulations. Should the Stroh's Water System decline the requested assignment, or advise the City that the assignment cannot occur in a manner consistent with law, the applicant is advised that City of Gig Harbor has no duty to serve the subject property and reserves the right not to provide water service. The applicant's request for assignment and Stroh's Water System response shall be documented in writing and provided to the City of Gig Harbor. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses necessary for assignment of water rights.



COMMUNITY DEVELOPMENT DEPARTMENT

**MEMORANDUM**

DATE: August 6, 2009

TO: Jennifer Kester, Senior Planner

FROM: Jeff Langhelm, PE, Senior Engineer *AD*

SUBJECT: **PL-COMP-09-0013**  
**PUBLIC WORKS FINDINGS AND CONDITIONS-REVISED**

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The City of Gig Harbor Public Works Department reviewed potential impacts from the proposed 2009 City of Gig Harbor Comprehensive Plan amendment PL-COMP-0013. The findings and conclusions from this review have been determined based on information contained in the comprehensive plan amendment application dated June 2, 2009.

The applicant has indicated they propose to redevelop an existing lot zoned C-1 to include a new retail building. Specifically, the application for comprehensive plan amendment proposes to revise the designated water purveyor for the site. The current water purveyor is Stroh's Water Company. This comprehensive plan amendment proposes the City of Gig Harbor provide water service to this site.

Based on the submitted documents from the proposed comprehensive plan amendment, the Public Works Department has recommended conditions for approval as described below.

**Water System Findings and Evaluation**

The City has reviewed potential water system impacts from the proposed comprehensive plan amendment under the City's water concurrency ordinance (Chapter 19 of the Gig Harbor Municipal Code).

Currently, the site contains two commercial buildings and is located in Stroh's Water System Service Area. The City of Gig Harbor Water System surrounds the site to the south and east. A City of Gig Harbor water main is located adjacent to the site on the north and east sides of the site. Stroh's Water System has indicated to the City they cannot provide sufficient water to the site. However, the Stroh's Water System has not provided a system hydraulic analysis and other Water System Plan information

Jennifer Kester  
PL-COMP-09-0013  
Page 2 of 4

requested by the Washington State Department of Health (DOH) to enable DOH and the City of Gig Harbor to determine if the annexation of part of Stroh's Water System service area is necessary to serve the applicant's property and/or whether such service can be provided by the Stroh's Water System pursuant to appropriate system upgrades and approval of additional service connections. This information is crucial to assist the City of Gig Harbor in evaluating the need for annexation.

The proposed amendment to revise the water system service area from Stroh's to the City of Gig Harbor will increase demands on the City's water system. The applicant has indicated the increased demand may be 6 ERUs. While the City's water system currently provides adequate fire flows for the commercial area of Wollochet Drive and Wagner Way as required by the City's 2001 Water System Plan, this increased demand on the City's water system of 6 ERUs has not been addressed in the City's Water System Plan. Additionally, the Washington State Department of Health and Pierce County require respective amendments to the City's Water System Plan and the Pierce County Coordinated Water System Plan when established service areas are revised.

An alternative provided by the applicant is to continue service of the domestic water supply by Stroh's Water Service and have fire flow supplied by the City of Gig Harbor. No intertie between the two water systems would occur. Under this alternative both DOH and Pierce County have indicated they are not opposed to the concept of dual service but would this alternative would require review through the respective amendment process.

The mitigation proposed by the City of Gig Harbor due to this increased demand and jurisdictional requirements have been incorporated as conditions below. Upon completion of the conditions and pending outcomes acceptable to the City from these conditions, Public Works recommends the acceptance of the proposed amendment.

### **Wastewater System Findings and Evaluation**

The City has reviewed potential wastewater system impacts from the proposed comprehensive plan amendment under the City's sewer concurrency ordinance (Chapter 19 of the Gig Harbor Municipal Code).

Currently, upon approval of sewer concurrency, development of this site may be made without improvements to the City's sewer collection system. The sewer collection system is presently located adjacent to the site on the north side of the site.

The proposed amendment to revise the water system service area will neither increase nor decrease demands on the City's wastewater system.

### **Transportation System Findings and Evaluation**

The City has reviewed potential transportation system impacts from the proposed comprehensive plan amendment under the City's transportation concurrency ordinance (Chapter 19 of the Gig Harbor Municipal Code).

Currently, upon approval of transportation concurrency, development of this site may be made without extension of City's transportation system. The portion of the public roadway to the west of the site, Hunt Street, is classified as a major collector arterial.

The proposed amendment to revise the water system service area will neither increase nor decrease demands on the City's transportation system.

### **Recommended Conditions**

Unless otherwise noted, all conditions shall meet the City of Gig Harbor Public Work Standards and be completed prior to any land use approval for development requiring water service by the City of Gig Harbor.

1. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal expenses paid by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the proposed water service area amendment.
2. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all fees paid to the State of Washington and Pierce County by the City of Gig Harbor for the revision to the City's Water System Plan and/or the Pierce County Coordinated Water System Plan related to the water service area amendment.
- 3a. **IF REQUESTING BOTH DOMESTIC AND FIRE FLOW SUPPLY BY THE CITY TO THE SITE:** The applicant shall request the Stroh's Water System assign to the City of Gig Harbor from its existing water rights, the quantity required to serve the proposed development consistent with state law, including Washington State Department of Health water system planning statutes and regulations. Should the Stroh's Water System decline the requested assignment, or advise the City that the assignment cannot occur in a manner consistent with law, the applicant is advised that City of Gig Harbor has no duty to serve the subject property and reserves the right not to provide water service. The applicant's request for assignment and Stroh's Water System response shall be documented in writing and provided to the City of Gig Harbor. The applicant shall provide full cost reimbursement plus a 5% administration fee to the City of Gig Harbor for all consultant and legal

expenses necessary for assignment of water rights.

OR

- 3b. **IF REQUESTING ONLY FIRE FLOW SUPPLY BY THE CITY TO THE SITE:**  
The applicant shall pay the City's water system connection charge in effect at the time of building permit issuance based on the size of each water main serving the fire sprinkler system for the building(s).



COMMUNITY DEVELOPMENT DEPARTMENT

**PLANNING DEPARTMENT  
STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Planning Staff  
**DATE:** September 11, 2009

**RE:** COMP 09-0004 – Sunrise Enterprises Land Use Map Amendment  
Public Hearing Date: September 17, 2009

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**I. GENERAL INFORMATION**

**Agent:** Carl Halsan  
PO Box 1447  
Gig Harbor, WA 98335

**Owner:** Walter H. Smith  
PO Box 1272  
Gig Harbor, WA 98335

**II. APPLICANT'S REQUEST**

The applicant has proposed changing the land use designation from Employment Center (EC) to Commercial Business (C/B) of 15.53 acres located along Burnham Drive NW and 112<sup>th</sup> Street NW, currently occupied by a contractor's yard. The owner would like to rezone the property to General Business (B-2) if the land use designation is amended. The property is currently zoned Employment District (ED).

On March 23, 2009, the City Council adopted ORD 1156 which annexed the subject property to the City of Gig Harbor. The subject property is part of the larger Burnham/Sehmel Annexation. This annexation took effect on April 6, 2009. Prior to the annexation, the County land use designation and zoning for this property was Community Commercial (CC).

**III. APPLICABLE CODES AND POLICIES**

Chapter 19.09 outlines the process for review of amendments to the Comprehensive Plan. The process states that the Planning Commission should hold a public hearing on the applications and consider all

applications cumulatively under the criteria set forth below. The Commission's written recommendation on the applications shall then be forwarded to the city council.

**19.09.170 Criteria for approval.**

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:

A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;

B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;

C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;

D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:

1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or

2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or

3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or

4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or

5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities,

parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

**Gig Harbor Comprehensive Plan:**

The land within the subject area is designated as Employment Center land use in the Comprehensive Plan.

Policy 2.2.3.c:

**Employment Centers**

*Broadly defines an area that is intended to meet long-term employment needs of the community. Employment centers consist of the following:*

- 1) *Wholesale distribution facilities*
- 2) *Manufacturing and assembly*
- 3) *Warehousing/storage*
- 4) *Business offices/business complexes*
- 5) *Medical facilities/hospitals*
- 6) *Telecommunication services*
- 7) *Transportation services and facilities*
- 8) *Conditional allowances of commercial facilities which are subordinate to and supportive of employment activities*

The applicant would like to redesignate the property to the Commercial/Business Designation.

Policy 2.2.3.d:

**Commercial/Business**

*Provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial)*



may be permitted through a planned unit development process.  
Commercial-business activities consist of the following:

- 1) Retail sales and services
- 2) Business and professional offices
- 3) Mini-warehousing

Commercial areas which border residential designations or uses should use available natural features as boundaries.

- 1) Natural features should serve as buffers, which may consist of standing timber, streams or drainage swales.
- 2) A minimum buffer width should be 30 feet.
- 3) The density and depth of the buffer should be proportional to the intensity of the use.

**Pierce County Code:**

"Community Centers" land use designation means an area which has as its focus a significant traffic generator, around which develops a concentration of other commercial and some high density multi-family development. Encouraged are retail trade, service, finance, insurance, real estate and multi-family developments and community facilities. Discouraged are detached single-family residential uses, auto-oriented commercial development, and industrial, manufacturing or commercial development which is land intensive and employs a low number of employees per acre. (PCC 18.25.030)

**IV. ENVIRONMENTAL REVIEW:**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on July 16, 2009 for this non-project GMA action as per WAC 197-11-340(2). The comment period ends on September 16, 2009 and the appeal period ends on September 23, 2009. The public is allowed to comment on the DNS at this public hearing.

**V. STAFF ANALYSIS AND RECOMMENDATION:**

The applicant has provided a detailed discussion of how they feel the request meets the criteria for approval, which is included in the Commission's binders. Staff has also reviewed the applicant's responses and provides the following points that should be considered. Underlined text is analysis that has occurred since the original August 20<sup>th</sup> staff report.

**Planning Staff:** Changing the land use designation from Employment Center (EC) to Commercial/Business (C/B) would be consistent with the County's previous designation of the property. However, the city's comprehensive plan policies state that "commercial areas which border

*residential designations or uses should use available natural features as boundaries.” (GHCP 2.2.3d) Several options are provided for this, including increased buffers. Residentially designated and zoned land exists both north and south of the proposal. The applicant has indicated that the mining permit for the current use of the subject property includes a 50 foot buffer to the residential use to the north. In addition along the north boundary, steep slopes rise up to the adjacent residential property. To the south, 112<sup>th</sup> Street NW separates the subject property from the residential zoning. If the Planning Commission feels that the existing separation and buffers is adequate, the Commission may want to condition the amendment on maintaining the 50 foot buffer established by the mining permit. The B-2 zoning and zone transition standards would require only a 40 foot buffer.*

The applicant has indicated his intent to rezone the property to B-2 if the property is redesignated to C/B. If the property is redesignated to C/B, any of the City’s following zoning districts would implement the C/B designation: RB-2, DB, B-1, B-2 or C-1. Without a development agreement, the applicant will not be limited to B-2 zoning district if the land use amendment is approved. If the Planning Commission believes that a particular district, such as B-2, is the only appropriate zoning district for the site, then the Commission should recommend to the Council that the applicant limit the subsequent rezone through a development agreement. Also without a limiting development agreement, when the Commission is evaluating the impacts of the proposal, the Commission should consider the highest intensity zoning for the property: C-1.

The C/B land use designation is intended to provide property for retail sales and service activities. Such retail sales and services include sales level 1 (retail, grocery stores, etc.) and restaurant land use categories. An area property owner commented to staff that, with the exception of the Rosedale Gardens property, the City has not zoned any property west of SR 16 and north of Wollochot Drive for these types of retail uses. Effectively, this proposed amendment would extend the Gig Harbor North commercial center west across SR 16, which previously had not been contemplated by the City.

**Engineering Staff:** The engineering staff conducted a traffic capacity evaluation for the proposed land use designation change. The analysis is fully outlined in the memorandum from Emily Appleton dated July 15, 2009 included in the packet. In summary, given the variety of uses allowed in both designations (EC and C/B), it is not possible to accurately determine the number of trips generated upon full built-out. However, the draft traffic impact analysis provided by the applicant indicated that more trips may be generated as a result of the redesignation. The city can fully evaluate the project once a rezone application is submitted committing to a particular

zoning district. If through that permitting process, deficiencies in the City's transportation system will occur, mitigation will be required by the applicant.

**Project Planner:** Jennifer Kester, Senior Planner

**Date:**

**cc:** Planning File

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COMMUNITY DEVELOPMENT DEPARTMENT

**PLANNING DEPARTMENT  
STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Planning Staff  
**DATE:** September 14, 2009

**RE:** COMP 09-0005 – Haven of Rest Land Use Map Amendment  
Public Hearing Date: September 17, 2009

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**I. GENERAL INFORMATION**

**Agents:** Kathryn Jerkovich and Carolyn Back  
BCRA  
2106 Pacific Avenue, Suite 300  
Tacoma, WA 98402

**Applicant/Owner:** Robert Glass  
Haven of Rest  
PO Box 156  
Gig Harbor, WA 98335

**II. APPLICANT'S REQUEST**

The applicant has proposed changing the land use designation from Residential Low (RL) to Residential Medium (RM) of 3.4 acres of property north of Rosedale Street. The applicant has also proposed entering into a development agreement with the City to limit the eventual rezoning of this property to the R-2 zone if the land use amendment is approved. The property is currently zoned R-1.

On November 24, 2008, the City Council adopted an ordinance that made cemeteries a conditional use in the R-2 zone. Cemeteries are not allowed in any other zone. On February 9, 2009, the City Council annexed the majority of Haven of Rest's cemetery property to the City of Gig Harbor. The subject parcels already existed in the City of Gig Harbor prior to annexation.

### **III. APPLICABLE CODES AND POLICIES**

Chapter 19.09 outlines the process for review of amendments to the Comprehensive Plan. The process states that the Planning Commission should hold a public hearing on the applications and consider all applications cumulatively under the criteria set forth below. The Commission's written recommendation on the applications shall then be forwarded to the city council.

#### **19.09.170 Criteria for approval.**

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:

- A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;
- B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;
- C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;
- D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:
  1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or
  2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or
  3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or
  4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or
  5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being

processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

**Gig Harbor Comprehensive Plan:**

The Land Use Element has the following policy related to residentially designated land (RL and RM).

Policy 2.2.3.a:

**Residential**

*Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 - 12.0 dwelling units per acre).*

*In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards.*

*Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.*

**IV. ENVIRONMENTAL REVIEW:**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on July 16, 2009 for this non-project GMA action as per WAC 197-11-340(2). The comment period ends on September 16, 2009 and the appeal period ends on September 23, 2009. The public is allowed to comment on the DNS at this public hearing.

**V. STAFF ANALYSIS AND RECOMMENDATION:**

The applicant has provided a detailed discussion of how they feel the request meets the criteria for approval, which is included in the Commission's binders. Staff has also reviewed the applicant's responses and provides the following points that should be considered. Underlined text is analysis that has occurred since the original August 20<sup>th</sup> staff report.

**Planning Staff:** The R-2 zoning district is the only district which allows cemeteries (as a conditional use). The only land use designation which allows the R-2 zoning district is the RM designation. The proposed land use map amendment is necessary if Haven of Rest desires to expand their cemetery use. If Haven of Rest intends to sell their property for residential development, a land use map amendment is not necessary. At the August 20, 2009 work-study session, Haven of Rest's agent presented a conceptual development plan for the Haven of Rest property which showed the subject property developed for cemetery use. The applicant has proposed, through a development agreement, to limit the property to R-2 zoning if the amendment is approved. In addition, the Planning Commission may want to condition the amendment, through revising the development agreement, to limit the use of the property to cemetery.

**Existing Conditions:** The subject property is bordered by the RM designation to the north and across Rosedale to the south. The RL designation exist to the east and west. While the properties to the north and west are zoned R-2, the properties to the east and south are zoned R-1. In general, there are many inconsistencies between the land use designations and zoning in this area. Existing uses to the west of the subject property consist of a mix between single-family, duplex and fourplexes. To the south, the uses are a mix of single-family and fourplexes. To the east and north, the property is undeveloped.

The RL designation limits the property to the R-1 zoning district which generally only allows single-family residential. The RM designation would allow the R-2, R-3, RB-1 and RB-2 zoning districts. With the

accompanying development agreement, the subsequent rezone would be limited to the R-2 zone.

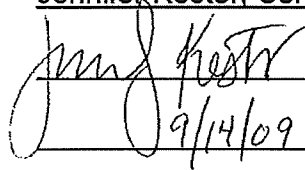
The staff analysis below assumes R-2 zoning of the site. The R-2 zone allows single-family and duplex housing types outright, as well as triplex and fourplex building, cemeteries, independent and assisted living facilities as conditional uses. The R-2 zone allows 4 to 6 dwelling units per acre. Assuming that the total acreage is considered buildable (which is unlikely but represents the worse-case scenario), 14 to 20 dwelling units would be allowed, compared to 14 under the current R-1 zoning. Given that living units within independent and assisted living facilities only count as 0.33 of a dwelling unit, the site could provide for 41 to 62 retirement units.

In regards to housing capacity, the proposal (to RM then R-2) would increase the housing capacity by a maximum of 6 full dwelling units. The city does not need those additional 6 dwelling units to meet our 2022 population projection; however, the net number of additional units/people is not significant.

**Engineering Staff:** The engineering staff conducted a traffic capacity evaluation for the proposed land use designation change. The analysis is fully outlined in the memorandum from Emily Appleton dated July 15, 2009 included in the packet. In summary, Emily did not identify a significant capacity issue with the proposed amendment. The city will fully evaluate the project once a development permit is submitted committing to a particular use. If through that permitting process, deficiencies in the City's transportation system will occur, mitigation will be required by the applicant.

**Project Planner:** Jennifer Kester, Senior Planner

**Date:**

  
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**cc:** Planning File

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COMMUNITY DEVELOPMENT DEPARTMENT

TO: MEMBERS OF THE PLANNING COMMISSION  
FROM: TOM DOLAN, PLANNING DIRECTOR *TD*  
SUBJECT: STAFF RECOMMENDATION 3700 GRANDVIEW COMP PLAN AMENDMENT  
(COMP 09-0012)  
DATE: SEPTEMBER 24, 2009

The Comprehensive Plan amendment for the 3700 Grandview property has been before the City for the last 3 years. The requested amendment was rejected by the City Council for consideration in 2007 because of the lack of sewer concurrency. In 2008, the sewer concurrency issue was resolved and the application was accepted by the City Council for review. The 2008 amendment request included a mixed use development on the southern portion of the overall site and a residential development on the northern portion of the overall site. During the Planning Commission's consideration of the overall amendment, the applicants requested that the Commission make separate recommendations for the mixed use and residential phases. The Commission agreed to separate the two phases and voted unanimously to recommend denial of the residential phase. The Commission voted 3 – 2 to recommend denial of the mixed use phase. In 2008, the applicants did not provide to the Commission a detailed proposal for how the mixed use phase would be developed. However, the applicants did indicate that if the comp plan amendment was approved, two buildings consisting of an underground parking level, a first floor of office/commercial and a second story of residential condominiums would be constructed. In the planning staff report prepared for the 3700 Grandview amendment in 2008, it was identified that "With respect to design, the major issue associated with this request, for the proposed RB-2 zone is scale". Although the applicants have provided substantially more detail in respect to their overall project since the Planning Commission's 2008 review of the request, the Planning Staff continues to have great concerns as to whether the proposal is consistent with Comp Plan policies related to bulk and scale.

In the opinion of the Planning Staff the following policies of the Comprehensive Plan are directly applicable to this requested amendment:

**GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.**

**3.6.1. Maintain a small town scale for structures.**  
New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.

**GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.**

The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.

The existing character of the commercial properties surrounding the 3700 Grandview property consists of 1 – 2 story office buildings that range in size from 1,500 square feet to 9,700 square feet. The proposal for 3700 Grandview is for 2 mixed use buildings containing 21,100 and 24,900 square feet of habitable space. In addition, partially below-ground parking garages of 11,900 square feet and 14,500 square feet are proposed. The sizes of the buildings proposed in the 3700 Grandview amendment are substantially larger than other commercial buildings within the area.

At the last Planning Commission meeting there was some discussion of comparing the proposed buildings with other existing commercial buildings within the area. While there are a few buildings of comparable overall square footage, most of the buildings are 3 – 3 ½ stories tall. The closest staff could come to an existing building that is: 1) two stories tall; 20,000 – 25,000 square feet in area; and 3) had underground parking is the BDR/Bayview Plaza Building. The Planning staff believes that two buildings of that size (BDR) located between Pioneer and Stinson, north of Grandview would clearly be inconsistent with the established neighborhood scale for commercial buildings.

The Staff has attached 2 area maps that identify the sizes of buildings in the area surrounding the subject site as well as the area surrounding the BDR/Bayview Building.

The Planning Staff acknowledges the efforts the applicants have put forth in trying to mitigate the impacts of the project. The tree retention and expanded buffers are significant and should be required through a development agreement if the comp plan amendment is ultimately approved.

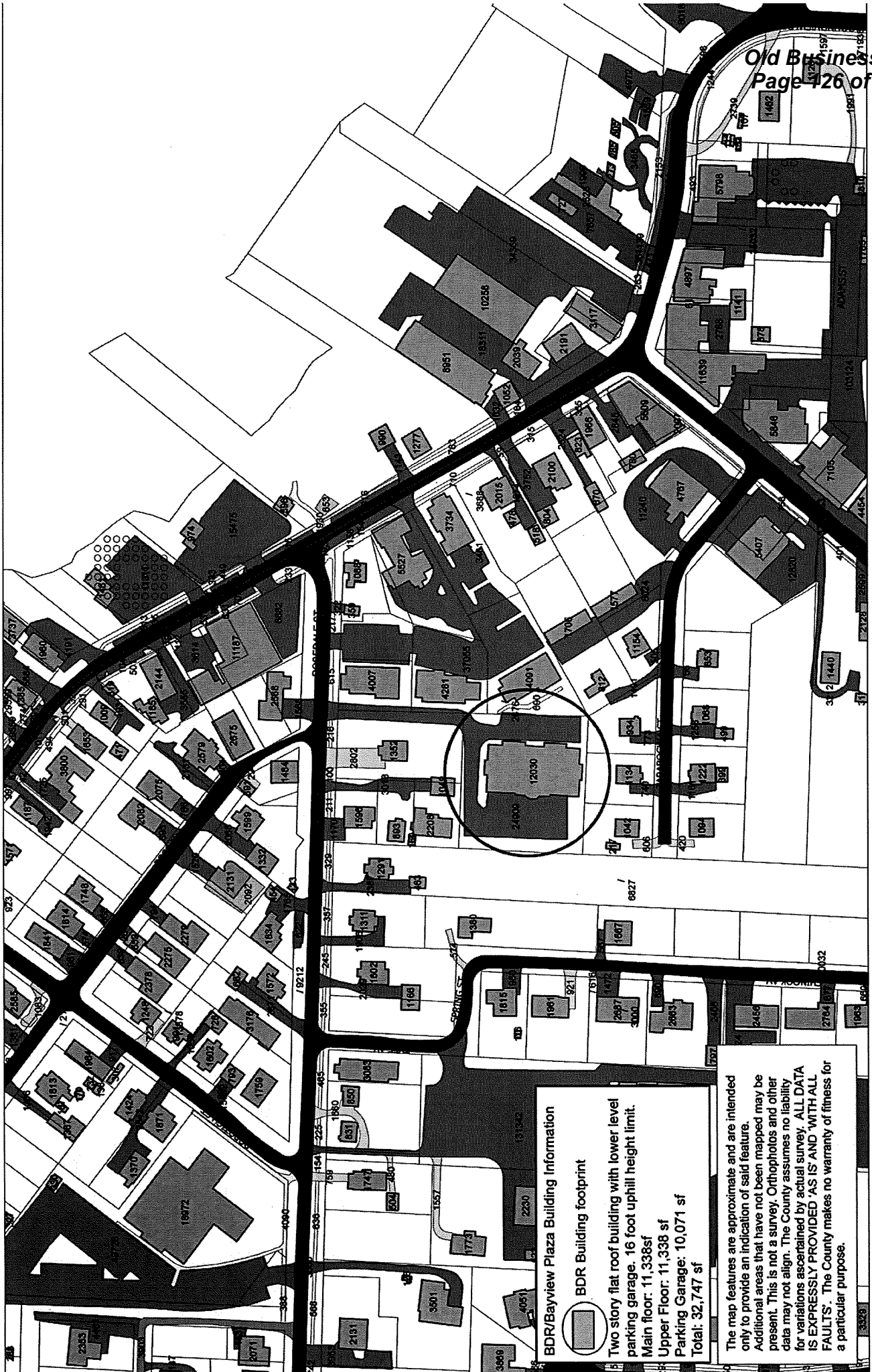
GHMC 19.09.170 sets forth the criteria that are required to be met for approvals of comp plan amendments. Criterion E, requires that the proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan. While the Subject request may be consistent with some of the policies in the Comprehensive plan related to tree retention, buffering and landscaping, it is the Staff's opinion that the goals and policies of the plan that relate to scale are the most important and those policies are not being met in this request. The two buildings proposed by the applicant would not "Maintain a small town scale" and would, in the staff's opinion, "overpower existing structures" and "visually dominate Gig Harbor's small town city-scape". Criterion 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. Staff acknowledges that the site in question would physically allow the construction of the proposed mixed use development. However, it is the Planning Staff's position that because of the inconsistency with the scale of the surrounding commercial uses, the proposed development would not be compatible with the existing land uses in the surrounding area. Based upon the above, the Planning Staff respectfully recommends that the subject comp plan amendment be denied.



**Legend**

- Roof Footprint
- Area in square feet of:  
Roof footprint /  
ATR building size if multi-story  
and multi-family or nonresidential /  
Building size including parking garage

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.



**BDR/Bayview Plaza Building Information**

**BDR Building footprint**

Two story flat roof building with lower level parking garage. 16 foot uphill height limit.  
Main floor: 11,338sf  
Upper Floor: 11,338 sf  
Parking Garage: 10,071 sf  
Total: 32,747 sf

The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. Orthophotos and other data may not align. The County assumes no liability for variations ascertained by actual survey. ALL DATA IS EXPRESSLY PROVIDED 'AS IS' AND 'WITH ALL FAULTS'. The County makes no warranty of fitness for a particular purpose.



COMMUNITY DEVELOPMENT DEPARTMENT

**PLANNING DEPARTMENT  
STAFF REPORT**

**TO:** Planning Commission  
**FROM:** Planning Staff  
**DATE:** September 15, 2009

**RE:** COMP 09-0012 -- 3700 Grandview Land Use Map Amendment  
Public Hearing Date: September 17, 2009

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**I. GENERAL INFORMATION**

**Agent:** Carl Halsan  
PO Box 1447  
Gig Harbor, WA 98335

**Owner:** Pioneer & Stinson LLC and MP8 LLC  
3312 Rosedale Street, Suite 201  
Gig Harbor, WA 98335

**II. APPLICANT'S REQUEST**

The property owners would like a land use designation change from Residential Low (RL) to Residential Medium (RM) for 2 acres of property located at 3700 Grandview Street, the northern corner of Stinson Avenue, Grandview Street and Pioneer Way. The owner is willing to limit the scope of any future development of the subject property and the lower 2.27 acre area just north of the subject property through a development agreement as follows:

Rezone: Limit to RB-2 for the subject property (2.0 acres); no rezone of the lower 2.27 acres.

Tree Preservation: 38% retention on subject property; 41% retention on the abutting 2.27 acre R-1 zoning.

Residential Buffering: 25 foot buffer planted with evergreen trees at a density that will achieve screening between the abutting R-1 zoning district and the residences along Butler Street.

Zone Transition Buffering: A 30-foot zone transition buffer planted prior to the occupancy of the first building in the subject site, located on the subject property at the border between the RB-2 and R-1 zoning.

Parking: 73 of the proposed 125 stalls to be in garages underneath each building. Garages will be located under two floors and will be set in the ground so as to limit the amount of garage wall façade exposed.

Building Size, Height and Use: Two mixed use buildings proposed with residential over office, personal services, or restaurant 1 nonresidential uses. The building along Stinson Avenue would not exceed 11,900 square feet on the first floor and 9,200 square feet on the second floor. The building along Pioneer Way would not exceed 14,500 square feet on the first floor and 10,400 square feet on the second floor. The second floors would be stepped-back from the first floor. As the property will remain in the height restriction area, the code allowed 16 feet would be met.

Setbacks: A 30 foot setback along Stinson Avenue and Grandview Street and a 25 - 40 foot setback along Pioneer Way. *(This is not called out in the development agreement, but reflects the site plan)*

Lower 2.27 acre R-1 zoned property: Limit development of that parcel to a single-family subdivision.

A similar application was denied in the 2008 Comprehensive Plan review cycle due to inconsistency with the Comprehensive Plan and the surrounding neighborhood, a lack of opportunity for the Planning Commission to review the final version of the development agreement and the need to make a decision by the end of 2008. However, the City Council felt it was important that the public process continue and the Planning Commission see the most recent version of the proposed future development; therefore, the Council initiated this amendment for the 2009 cycle on February 23, 2009. The Council made the following motion:

*Move for Council to initiate a Comprehensive Plan Amendment for 3700 Grandview Street through the 2009 process, this in no way is a Council recommendation, and this Comprehensive Plan Amendment will be treated and processed in the exact same manner as all other amendments of this year with no special consideration. Passed 4-3.*

While the City is the official applicant, the property owner has agreed to provide any necessary documentation for the application.

On June 16, 2009, the City's Hearing Examiner denied an application from the property owners to remove the subject property from the height restriction area. No appeals or reconsiderations were filed and the decision is final. The property will remain in the height restriction area. The City is currently processing a code interpretation request related to how the downhill 27-foot maximum height is measured. The result of that interpretation may or may not change the development proposal.

### III. APPLICABLE CODES AND POLICIES

Chapter 19.09 outlines the process for review of amendments to the Comprehensive Plan. The process states that the Planning Commission should hold a public hearing on the applications and consider all applications cumulatively under the criteria set forth below. The Commission's written recommendation on the applications shall then be forwarded to the city council.

#### **19.09.170 Criteria for approval.**

Every applicant for a comprehensive plan amendment must demonstrate how each of the following criteria for approval has been satisfied in their application materials. The city council, in addition to the consideration of the conditions set forth in GHMC 19.09.130, shall make written findings regarding each application's consistency or inconsistency with each of the following criteria:

- A. The proposed amendment meets concurrency requirements for transportation as specified in Chapter 19.10 GHMC;
- B. The proposed amendment will not adversely impact the city's ability to provide sewer and water, and will not adversely affect adopted levels of service standards for other public facilities and services such as parks, police, fire, emergency medical services and governmental services;
- C. The proposed amendments will not result in overall residential capacities in the city or UGA that either exceed or fall below the projected need over the 20-year planning horizon; nor will the amendments result in densities that do not achieve development of at least four units per net acre of residentially designated land;
- D. Adequate infrastructure, facilities and services are available to serve the proposed or potential development expected as a result of this amendment, according to one of the following provisions:
  1. The city has adequate funds for needed infrastructure, facilities and services to support new development associated with the proposed amendments; or
  2. The city's projected revenues are sufficient to fund needed infrastructure, facilities and services, and such infrastructure, facilities and services are included in the schedule of capital improvements in the city's capital facilities plan; or
  3. Needed infrastructure, facilities and services will be funded by the developer under the terms of a developer's agreement associated with this comprehensive plan amendment; or
  4. Adequate infrastructure, facilities and services are currently in place to serve expected development as a result of this comprehensive plan amendment based upon an assessment of land use assumptions; or
  5. Land use assumptions have been reassessed, and required amendments to other sections of the comprehensive plan are being

processed in conjunction with this amendment in order to ensure that adopted level of service standards will be met.

E. The proposed amendment is consistent with the goals, policies and objectives of the comprehensive plan;

F. The proposed amendment will not result in probable significant adverse impacts to the transportation network, capital facilities, utilities, parks, and environmental features which cannot be mitigated and will not place uncompensated burdens upon existing or planned services;

G. In the case of an amendment to the comprehensive plan land use map, that the subject parcels being redesignated are physically suitable for the allowed land uses in the designation being requested, including compatibility with existing and planned surrounding land uses and the zoning district locational criteria contained within the comprehensive plan and zoning code;

H. The proposed amendment will not create a demand to change other land use designations of adjacent or surrounding properties, unless the change in land use designation for other properties is in the long-term interest of the community in general;

I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

J. The proposed effect of approval of any individual amendment will not have a cumulative adverse effect on the planning area.

**Development Agreement:**

As a development agreement has been submitted with the project, the Planning Commission should limit the scope of its review to the performance standards contained in the development agreement. GHMC 19.09.050(C) states:

*Assessment of Impacts. Except for those land use map amendments associated with a development agreement that limit development to specified uses and floor areas, the most intense use and development of the site allowed under the proposed land use designation will be assumed when reviewing potential impacts to the environment and to public facilities.*

Furthermore, GHMC 19.09.080(C)(12) states:

*12. A description of any associated development proposals. Development proposals shall not be processed concurrent with comprehensive plan amendments, but the development proposals may be submitted for consideration of the comprehensive plan amendments to limit consideration of all proposed uses and densities of the property under the city's SEPA, zoning, concurrency processes*



*and comprehensive land use plan. If no proposed development description is provided, the city will assume that the applicant intends to develop the property with the most intense development allowed under the proposed land use designation. The city shall assume the maximum impact, unless the applicant submits with the comprehensive plan amendment a development agreement to ameliorate the adverse impact of the proposed development.*

**Gig Harbor Comprehensive Plan:**

The Land Use Element has the following policy related to residentially designated land (RL and RM).

**Policy 2.2.3.a:**

**Residential**

*Provides primarily for residential uses and facilities that would ordinarily be associated with or closely linked to residential uses and neighborhoods. Two density ranges are defined for residential: RL (urban residential low density, 4.0 dwelling units per acre) and RM (urban residential moderate density, 4.0 - 12.0 dwelling units per acre).*

*In residential-medium designations, conditional allowance may be provided for professional offices or businesses which would not significantly impact the character of residential neighborhoods. The intensity of the non-residential use should be compatible with the adjacent residential area. Such conditional allowance shall be established under the appropriate land use or zoning category of the development regulations and standards.*

*Use natural buffers or innovative site design as mitigation techniques to minimize operational impacts of non-residential uses and to serve as natural drainage ways.*

These additional Comprehensive Plan policies were determined last year to be applicable to the proposal:

**GOAL 2.1: Manage Urban Growth Potentials**

*Maintain a realistic balance between the land's capability, suitable potential and the public's ability to provide urban level services.*

**2.1.1. Capable Areas**

*To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.*

**2.1.3. Serviceable Areas**

*Allocate urban uses onto capable, suitable lands which can be provided roads, sewer, water, storm drainage and other basic urban utilities and transportation facilities.*

**2.2.2. Neighborhood Planning Areas**

*a) Define and protect the integrity of small planning areas, particularly residential neighborhoods, which have common boundaries, uses and concerns using transition land use areas and common buffers/open space.*

**GOAL 3.6: ARTICULATE AN ARCHITECTURAL STYLE WHICH REFLECTS GIG HARBOR'S BUILT AND NATURAL ENVIRONMENT AND WHICH APPEALS TO THE HUMAN SPIRIT.**

**3.6.1. Maintain a small town scale for structures.**

*New structures should not overpower existing structures or visually dominate Gig Harbor's small town city-scape, except as approved landmark structures.*

**3.6.2. Identify an appropriate form for structures.**

*New structures should be characterized by interesting forms and roof lines. Boxy, single-mass buildings should be discouraged except as may be appropriate in a downtown streetscape.*

**GOAL 3.7: ENCOURAGE BUILDING DESIGNS WHICH DEFINE AND RESPECT THE HUMAN SCALE.**

*The scale of the building in relation to the human form should be obvious, particularly at the sidewalk level.*

**GOAL 3.10: MAINTAIN AND INCORPORATE GIG HARBOR'S NATURAL CONDITIONS IN NEW RESIDENTIAL DEVELOPMENTS.**

**3.10.1. Incorporate existing vegetation into new residential developments.**

*Roads, lot layout and building sites in new residential developments should be designed to preserve high quality existing vegetation by clustering open space and native trees in order to protect not only the trees, but the micro-climates which support them.*

**3.10.2. Preserve existing trees on single-family lots in lower-density residential developments.** *High quality native trees and understory should be retained where feasible.*

**3.10.3. Incorporate new native vegetation plantings in higher-density residential developments.**

*Ensure that the size of buffers and clustered open space are consistent with the scale of the development, especially where new higher-density developments are adjacent to existing lower-density developments.*

**3.10.4. Encourage property owners to preserve native forest communities and tree canopies.**

**3.10.5. Include landscape buffers between new residential development and perimeter roads.**

*Native nursery-stock and existing vegetation should be used to buffer residential development from perimeter roads. Buffers should be wide enough to effectively retain existing or support re-planting of native vegetation. The use of berms and swales along with landscaping can also adequately buffer residential developments from perimeter roads.*

**GOAL 3.21: PRESERVE THE NATURAL AMBIANCE OF THE HARBOR AREA.**

**3.21.1. Incorporate existing vegetation into site plan.**

**As much as possible, site plans should be designed to protect existing vegetation. Such efforts should include the following:**

(a) *Cluster open space in order to protect not only trees, but the micro-climates which protect them. To be effective, a single cluster should be no less than 25% of the site area.*

(b) *Identify areas of disturbance prior to site plan approval. Too many good intentions turn sour because of incorrect assumptions on the location of proposed development in relation to property lines and existing tree stands. This can be avoided by surveying the property and locating areas proposed for clearing before a site plan or subdivision is approved.*

**IV. ENVIRONMENTAL REVIEW:**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on July 16, 2009 for this non-project GMA action as per WAC 197-11-340(2). The comment period ends on September 16, 2009 and the appeal period ends on September 23, 2009. The public is allowed to comment on the DNS at this public hearing.

**V. STAFF ANALYSIS:**

Staff has outlined the facts and issues related to this amendment. Attached is a comparison chart of the development standards under RB-1

zoning (current zoning) and the proposed land use amendment with development agreement.

**Planning Staff:** The 2008 Planning Commission version of this land use map amendment asked for 4.27 acres to be re-designated RM with the lower (northern) 2.27 acres being rezoned to R-2 to develop duplex dwellings. The proposal for the upper (southern) 2 acres, the subject property for this application, was to be rezoned to RB-2 in order to develop a mixture of residential, office and retail uses. The current proposal no longer includes the re-designation of the lower (northern) property and provides for specific development standards for the upper (southern) two acres.

The proposed re-designation to RM, for the purpose of rezoning to RB-2, is needed for the size of the two buildings and the planned condos on the top floor of each building. The nonresidential aspects of the owner's proposal can be accommodated within the existing RB-1 zoning of the property. However, the development standards for RB-1 zoning district limit the maximum size of each structure on the site to 5,000 square feet. In the RB-2 zoning district, the maximum structure size is limited by the height, setbacks and parking required. The RB-1 zoning district allows only single-family dwellings. The planned condos on the top floor of the buildings meet the multiple-family definition and would require RB-2 zoning to be part of a mixed use building. See attached the comparison chart for a more detailed analysis of the difference between the performance standards for RB-1 zoning and RB-2 zoning.

Adjacent land use and zoning: The subject property is bordered to the north by the RL designation with R-1 zoning. The land across Pioneer Way to the east is designated both RL with R-1 zoning and RM with RB-1 zoning (Uddenberg site only). A RM designation with RB-1 zoning exists to the west across Stinson Avenue. To the south across Grandview Street, land is designated C/B and zoned B-2.

Adjacent existing Uses: Single-family homes exist north of the subject site. Existing uses to the south across Grandview Street and to the west across Stinson Avenue are a mix of professional, personal and business services. To the east at the northeast corner of Pioneer Way and Grandview Street, the Uddenberg professional building has been built. North of the Uddenberg site is single-family housing.

Multiple Parcels: The subject property consists of 2 acres which exists within or partially within 4 parcels. If the land use map amendment is approved, the applicant has indicated they will apply for a boundary line adjustment to amend the parcel lines so they align with the land use designations. The development proposal included in the development

agreement could not be approved without that boundary line adjustment. Because the application is only for 2 acres to be re-designated to RM, the limits of the re-designation would be the 2 acres, even if that encompasses partial lots. In addition, the subsequent rezone to RB-2 could only be for the 2 acres re-designated to RM. Any portion of parcels which were not re-designated to RM would remain R-1 through the rezoning process.

Development Agreement: The development agreement is intended to limit the rezone and eventual development of the site. Through this agreement, the City would effectively get a "RB-2 minus" zoning district. In other words, the development agreement puts greater restrictions on the project than what the RB-2 zoning district allows outright. In particular, tree retention and setbacks are increased. The building sizes are limited and parking is forced underneath and within the buildings, reducing the visual appearance of the parking lot. The owner's proposal to limit the height of the buildings to 30 feet is no longer needed as the owner's request to be removed from the height restriction area was denied. The buildings must meet the uphill 16-foot height limit and 27-foot downhill height maximum.

2008 Planning Commission recommendation: The commission recommended denial of both aspects of the related 2008 application: the duplexes to the north and the mixed use development on the subject property. Compared to 2008, the duplexes are no longer proposed and the mixed use development on the northern property has been refined and detailed in this proposal. The commission made the following recommendation related to the mixed use portion of last year's proposal:

*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 indicate that if the Land Use Map is changed to designate the site Residential Medium, they intend 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 has discussed 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 have indicated that they will retain existing vegetation as required under the existing zoning regulations. The Planning Commission 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 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. After careful consideration, it is the position of the Planning Commission that the proposed duplexes and future large multiple story building or building would not be compatible with the surrounding land uses. The Planning Commission voted 3 – 2 to deny this portion of the Comp plan Amendment.*

*Based upon the above, the Planning Commission respectfully recommends denial of application COMP 08-0001.*

**Engineering Staff:** The engineering staff conducted a traffic capacity evaluation for the proposed land use designation change. The analysis is fully outlined in the memorandum from Emily Appleton dated July 15, 2009 included in the packet. Due to past applications related to this property, the City had already considered the development of this property in the long-range capacity forecast. Previous transportation capacity evaluations indicated that capacity is available with minor adjacent intersection upgrades. This proposal generates fewer trips than the previous proposal (2008 version).

**Project Planner:** Jennifer Kester, Senior Planner

**Date:**

**cc:** Planning File

M:\Advance Planning\Comp Plan Updates\2009 Comp Plan Amendments\GH 3700 Grandview Map Amendment 09-0012\Staff Report PC PH - 091709 - 3700 Grandview.doc



COMMUNITY DEVELOPMENT DEPARTMENT

TO: GIG HARBOR PLANNING COMMISSION  
 FROM: JENNIFER KESTER, SENIOR PLANNER  
 SUBJECT: COMP 09-0012: RB-1 TO RB-2 COMPARISON  
 DATE: September 15, 2009

Below is a comparison chart analyzing the difference between the performance standards which would apply to the existing RB-1 zoning and the proposed RB-2 zoning with the limiting development agreement (DA).

	RB-1 zoning	RB-2 w/ DA
<b>Zoning Area</b>	Approx. 1.70 acres	2.00 acres
<b>Primary Uses</b>	<u>Residential:</u> Single-family detached <u>Nonresidential:</u> Professional, personal and business services. Delis and food stores allowed on street level of office building; no more than 800 square feet.	<u>Residential:</u> Attached condos on top floor; number of units not specifically called out; staff estimate 11 units <u>Nonresidential:</u> Professional, personal and business services. Delis allowed outright; food stores prohibited.
<b>Building Size</b>	5,000sf GFA per structure; GFA includes parking garages. Applicant indicates that five 5,000sf buildings are possible. <u>Total: 25,000sf with surface parking.</u>	No code maximum per structure. DA limits are as follows: <u>Pioneer Building</u> – 14,500sf on first floor; 10,400sf on second floor; garage is additional <u>Stinson Building</u> – 11,900sf on first floor; 9,200sf on second floor; garage is additional <u>Total: 46,000sf plus garages.</u> <u>Staff estimate garages at 26,400sf – 72,400sf total.</u>
<b>Dense vegetative screening</b>	Yard abutting single-family residence requires 30-foot dense vegetative screen. Applicable along north property line if existing SFR remains.	Nonresidential yard abutting residential use or zone requires 40-foot dense vegetative screen. Applicable along north property line. Staff does not believe site plan shows a 40-foot screen.
<b>Setbacks:</b> Pioneer (front) Stinson (front) Grandview (side) North line (side)	Pioneer: 20 feet Stinson: 20 feet Grandview: 10 feet North line: 10 feet	Pioneer: 25-40 feet Stinson: 30 feet Grandview: 30 feet North line: 30 feet

	<b>RB-1 zoning</b>	<b>RB-2 w/ DA</b>
<b>Tree Retention</b>	20% of significant trees	38% of significant trees
<b>Density</b>	4 du/a outright; Maximum units – 7 units	8 du/a outright; 12 du/a through CUP. Maximum 16-24 units
<b>Zone Transition</b>	Applicable along Pioneer and north property line.	Applicable along Pioneer and north property line.
<b>Building Height</b>	16 feet above the high point within 50 feet of the building footprint and in the buildable area; no portion of structure may exceed 27 feet above natural and finished grade.	16 feet above the high point within 50 feet of the building footprint and in the buildable area; no portion of structure may exceed 27 feet above natural and finished grade.
<b>Impervious Coverage</b>	60%	55%; up to 70% with additional buffering
<b>Structure Separation</b>	20 feet	No minimum



September 17, 2009

City of Gig Harbor Planning Commission

Re: Amendments to the City of Gig Harbor's Comprehensive Plan

1. COMP 09-0004: Sunrise Enterprises Land Use Map Amendment

I am John G. Pittman, the owner of the property on the north side of the property requesting the land use change from Employment Center (EC) to Commercial Business (C/B). I have two parcels 5 acres, Parcel No. 0122254011 which touches the entire north side of the property requesting the land use change; and Parcel No. 0122254064 almost one acre which touches my 5 acre parcel.

History of my property:

In November 1946 my uncle, Alf Swensen purchased the 5 acre parcel. He lived there until his passing in October 2006. I inherited the property. I spent many summers with my aunt and uncle at their place. My uncle ran his business from the 5 acre parcel.

My uncle sold 30 acres to Walt Smith who developed a Gravel Pit on a part of the property. That property is Parcel No. 0122253070 and is to the West of my property.

Request:

I would request that my property be included in the land use change. Since my uncle died no one is living on the property and property is part of the City's Urban Growth Area. To the East of my property is office buildings and Burnham Dr NW. To the South of my property is Employment Center property. To the West of my property is Employment Center property. And to the North of my property is vacant land and Woodhill Dr NW.

I would think the land use for my property should be at least Employment Center.

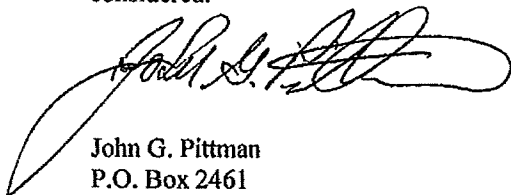
Concerns:

1. East, West, and South of my property is zoned for business. The change in land use requested in COMP 09-0004 could result in even more business activity in the area. I do not think the current land use for my property as residential would fit into the current land use of adjoining property.

2. Water runoff from property to South could be increased with further development. There were problems in the past.

3. The recommendation by staff to provide a 50 foot buffer be adopted and enforced.

I have no problem with the proposed land use change. I would hope my request and concerns are considered.



John G. Pittman  
P.O. Box 2461  
Olympia, Wa. 98507

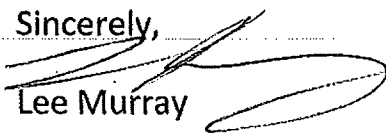
360-701-9128

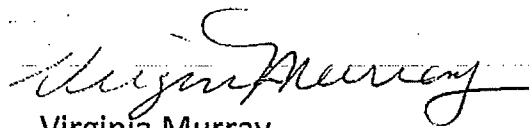
November 8, 2009

To whom it may concern,

We are Lee and Virginia Murray. Our address is 4025 Rosedale St. NW, Gig Harbor. We want to see the zoning in our residential area **remain R-1** as it has been for the past 23 years of our residence.

Sincerely,

  
Lee Murray

  
Virginia Murray

City of Gig Harbor  
Community Development Department

RE: Proposed amendments to the City of Gig Harbor's Comprehensive Plan:  
Comp 09-0005: Haven of Rest Land Use Map Amendment

My husband & I (Edward N. Manning Jr. and Patricia A. Manning) own property within 300 feet of the property which is requesting the designation change from Residential Low to Residential Medium.

We are opposed to this change. We feel that the area should remain RL because single family homes are more appropriate for this established neighborhood. The designation should not be changed.

Respectfully,

Edward N. Manning Jr.  
Patricia A. Manning

360-876-8309

November 9, 2009

**RECEIVED**  
Old Business - 1  
Page 142 of 152  
NOV 17 2009  
CITY OF GIG HARBOR  
CHANGES MUST BE APPROVED  
BY CITY OF GIG HARBOR PRIOR  
TO CONSTRUCTION

Faxed to: 858-6408 3:30pm

Ken and Cindy Manning  
6325 Woodhill Dr.  
Gig Harbor, WA 98332

11/9/2009

Regarding: COMP 09-0005  
Land use designation change.

To the City Council of Gig Harbor, Wa ;

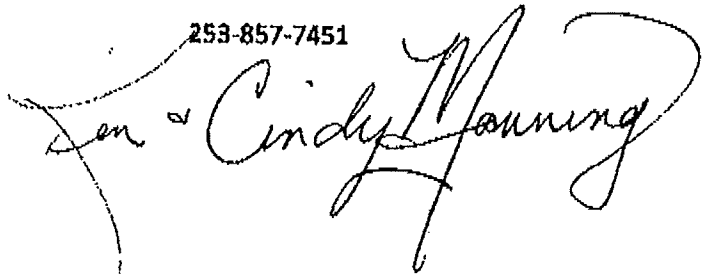
As land owners within the area, we are writing to document our opposition of changing the land use code of Residential Low (RL) to Residential Medium (RM) of the 3.4 acres of property north of Rosedale Street and Directly east of the Tacoma Power lines.

It is our desire to keep this area reserved for single family homes thus reducing density, impervious surfaces, increased traffic etc. Often times, land that is used under a RM zoning results in multi-family units, and or rentals. Pride in ownership does not exist and the neighborhood become less than is desired for our community.

Please log our concern and opposition for rezoning.

Ken and Cindy Manning

253-857-7451



**Kester, Jennifer**

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**From:** Kester, Jennifer  
**Sent:** Monday, May 11, 2009 11:28 AM  
**To:** kesterj@cityofgigharbor.net.  
**Subject:** FW: Rezone application of the 3700 Grandview property

**From:** Hunter, Chuck  
**Sent:** Monday, May 11, 2009 11:05 AM  
**To:** Karlinsey, Rob  
**Cc:** Dolan, Tom  
**Subject:** FW: Rezone application of the 3700 Grandview property

FYI

---

**From:** Dave and Cindy Storrar [mailto:davecin@centurytel.net]  
**Sent:** Sunday, May 10, 2009 6:39 PM  
**To:** Hunter, Chuck; Conan, Paul; Steve Ekberg; Franich, Jim; paulkadzik@comcast.net; Malich, Ken; Payne, Tim; Young, Derek  
**Subject:** Rezone application of the 3700 Grandview property

City of Gig Harbor City Council:

This email is response to request for comments. Cindy and I have testified publicly at both a Planning hearing and a City Council meeting in opposition to the comprehensive plan amendment requesting a rezone for the 3700 Grandview property. The most recent plan has increased the vegetation buffer on Grandview and Pioneer Way as a trade off for allowing larger office buildings. To us, the trees are not the issue. The developers can leave the trees and limb them up higher than the buildings and we would be looking at their large office buildings through a forest of trunks. The council may be able to address that issue in the development agreement, but for some reason our gut feeling tells us not to trust the development group, as they have not been truly forthright through this process. This change is all about maximizing profit, not what is best for the neighborhood. We care about the feel of the surrounding area as a neighborhood and gateway to "one of the most picturesque small cities in America" (per the city's website). We continue to feel the proposed project is not the right fit for the neighborhood. If this zoning change is granted, it will set a precedent for all future developers to demand zoning changes that fit their vision (i.e. how much profit can be made on a piece of property), not whether it complies with the zoning restrictions or is consistent with the surrounding area. We are not against all zoning change requests, if all parties affected are in agreement, then a change is welcomed. However, in this project as proposed, we do not believe there is such a consensus. We feel the city should not grant the change in land use designation.

Sincerely,

Dave and Cindy Storrar  
7305 Pioneer Way  
Gig Harbor

**Dolan, Tom**

---

**From:** Barry Jaroslow [barryjaroslow@skylineproperties.com]  
**Sent:** Wednesday, June 03, 2009 4:03 PM  
**To:** Dolan, Tom  
**Subject:** RE:

Hi Tom,

After reviewing the request for the rezone to increase the height of the property location at 3700 Grandview Street in Gig Harbor, I suggest the following:

1. I feel that the existing zoning should be maintained as it acts as a buffer in its' present form.

If the new variance of 35' is allowed, the existing buffer of smaller commercial buildings are gone.

This particular buffer will no longer be a buffer, but a large building instead.

2. If this variance is allowed then anyone wanting to build anything in Gig Harbor can simply request it. Granted the exhibits shown in the request appear not to disturb too much future intelligent growth, but never the less, the door is then open to all types of construction. This larger building size could change all the things favorable about Gig Harbor.

3. The larger building will increase density, population and traffic.

4. There are examples both ways to show what intelligent growth looks like:

A. Kirkland is a perfect example of what not to do. It has excessive traffic and population.

B. Mercer Is controls growth and even though it is located in the middle of Seattle and

Bellevue, it maintains a wonderful life style and environment not to mention property values.

Even though this project appears to be, not to invasive, I am sure that the early, first projects in Kirkland looked harmless enough also.

Please make the right choice to maintain the City of Gig Harbor with careful growth and follow existing zoning, thereby protecting the future for us and our children.

Best Regards,

9/17/2009

not give in to short term fixes sacrificing the future.

I live in Gig Harbor, my son and his wife as well as my daughter and her husband and child. We have a stake in the community and I am extremely active with the Chamber of Commerce and the Maritime Gig.

Please forward to the Council and Mayor Chuck Hunter.

Best Regards,

Barry Jaroslow  
Skyline Properties  
206 251 7514

-----Original Message-----

From: "Dolan, Tom" <DolanT@cityofgigharbor.net>  
To: <barryjaroslow@skylineproperties.com>  
Cc: "Hunter, Chuck" <Hunterc@cityofgigharbor.net>  
Date: Mon, 1 Jun 2009 10:57:51 -0700  
Subject:

Here is the public hearing notice for the Pioneer and Stinson LLC public hearing. Let me know if you have any questions concerning the application.

Tom Dolan  
Planning Director  
City of Gig Harbor  
3510 Grandview St .  
Gig Harbor , WA 98335  
253-853-7615 phone  
253-858-6408 fax

**Kester, Jennifer**

---

**From:** Carol Renee Wissmann [bellemann@hotmail.com]  
**Sent:** Monday, August 03, 2009 10:47 AM  
**To:** Kester, Jennifer  
**Subject:** Grandview development

Jennifer,

Because I live in the Chapel Hill Condos that are on Edwards Dr., adjacent to the Methodist Church, I have had a keen interest in the planned development on Grandview, between Pioneer and Stinson. Hundreds of times in a year, I sit on my porch and enjoy the trees on that hill. So I requested from Carl Halsan, the plans for the landscaping of the development. I was so impressed and relieved to see the proposal of trees to be saved, far beyond the minimum requirements. Additionally, I was even more impressed by the proposed saving of even more trees beyond that--and the proposal to plant far more trees.

This site is the pinnacle to the entrance to our city. Right now, it offers a peaceful and beautiful statement that helps offset older, and certainly less aesthetically pleasing, surrounding structures. The tract also offers a buffer to the noise and pollution of the freeway. That is much appreciated by those in nearby residences.

Please pass my letter to the planning committee and urge them to retain the maximum trees suggested by the developer. Doing so would help to offset what, I feel, was a mistake in not allowing for the original proposal with an increase in building height. I can't imagine how we all would not benefit from the retention of as many trees as possible.

Thank you,

Carol

*Carol Wissmann*  
Freelance Writer/Copywriter

---

(253) 851-5101  
Gig Harbor, WA



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Jennifer Kester, Senior Planner  
City of Gig Harbor Planning Commission

Re: COMP 09-0012: 3700 Grandview Street land Use Map Amendment

Attached are our letters sent to the Gateway and each member of the City Council concerning this proposed amendment to the Comprehensive Plan. Our stand on this proposed project has not changed. The developers are still asking for changes in height restriction and rezone for a property that will severely impact our neighborhood. This plan is merely a repackaged version of the previous plan that has already been denied.

The project is out of scale for the surrounding neighborhood, however the developers feel they can mitigate this impact and have proposed buffer zones wider than the Plan requires. Can the proposed project be hidden or substantially shielded to mitigate the size? There are several examples in Gig Harbor of commercial properties that had promised vegetative buffer zones, and the end result was tall trees limbed up so high they do nothing to shield the project.

We will continue to oppose the proposed change in the Comp Plan for the benefit of this project. The negative impacts: visual (substantial change in scale of the neighborhood), increased traffic, lights, and noise, outweigh any perceived benefits. It is the wrong project on a vital piece of property that welcomes visitors and residents to the beautiful City of Gig Harbor.

David Loren  
Andy [Signature]

7305 Pioneer Way

Gig Harbor

858-1050

Ancich Property Development

Concerning the development of the Ancich property at Grandview/Pioneer:

So many visit and live in Gig Harbor for the small town, village experience. Just walk through downtown on a Sunday afternoon and watch the faces. We chose to live here and be part of this community because we liked the difference it offered us from a big sprawling town we could find anywhere. How sad to think we could be met at the entrance of our town by a huge business development with "Space Available" advertised in the front windows. Too many commercial properties sit vacant in Gig Harbor already. Do we need more, at the expense of trees, neighborhoods, increased traffic and noise? The line was drawn at Grandview Street for business development. Now are we willing to change that? How many more times will we concede to developers until there is more concrete than trees, wildlife, and open space for families.

Please maintain our welcoming gateway to our Harbor and stop the overbuild now!

Cindy Storrar  
253-858-1050

Re: Ancich Property Project:

November 23, 2008

The nature of any developer is to envision a project on a particular piece of property that will be profitable. Maximizing profit is the bottom line. The catch happens when the developer's vision for a project and the municipality's zoning restrictions collide. This type of conflict is the setting for the Ancich property project proposal. The developer proposes to build office structures much larger and taller than current code allows.

This proposed project sits at the gateway to downtown Gig Harbor and abuts Harbor Heights subdivision. Is this the first image we want to see when we enter the city? Harbor Heights residents would like to maintain the character as a neighborhood without large business encroaching.

The developer for the project has stated his project will enhance the surrounding area more than if he were obligated to build to the current zoning code. He has "threatened" to build a project to code, if the city does not rezone, and said no one will like the results. The reality in the current economic climate is that there is plenty of unleased office space and houses for sale now and for the foreseeable future and the developer will in fact have to create an attractive project just to make his profit. The city should not be held hostage to any developer. Finally, the city is not in the business of ensuring that developers make a profit on their projects. Please do not approve the rezone.

David Storrar  
7305 Pioneer Way  
858-1050

**Kester, Jennifer**

---

**From:** Joyce Ninen [jninen@centurytel.net]  
**Sent:** Thursday, September 17, 2009 1:46 PM  
**To:** Harris Atkins; Jeane Derebey; Jill Guernsey; Jim Pasin; Michael Fisher; Katich, Peter; Kester, Jennifer; Dolan, Tom; Andrews, Cindy  
**Subject:** Fw: 3700 Grandview COMMENTS

I received these comments from Lita Dawn Stanton today and thought they should be shared before the public hearing. Joyce

----- Original Message -----

**From:** [litadawn@comcast.net](mailto:litadawn@comcast.net)  
**To:** [jninen@centurytel.net](mailto:jninen@centurytel.net)  
**Sent:** Thursday, September 17, 2009 1:18 PM  
**Subject:** 3700 Grandview COMMENTS

**RE: 3700 Grandview - COMP 09-0012**

My interest is historic preservation and Gig Harbor's character and my comments are as a private citizen.

You made a good decision the first time.

Nothing of any consequence has changed this second time around.

This is not about trees. Trees grow.

This is not about "ugly" 5,000 square foot buildings. A 5,000 sq ft building doesn't inherently end up "ugly" -- that's the architect's work.

This project is about changing building size limits and in so doing, setting this town on a new path.

The comp plan and over 60 years of council-members, mayors and volunteer commissioners have upheld our smaller building size limits in the view basin.

If they had not, Gig Harbor's core would have developed and redeveloped many times over by now. There would be no "historic" fabric left.

We have what we have because (for the most part) the lines have been equitably held.

Stand at the base of the BDR building (11,900 sq ft footprint off Rosedale) and feel the size.

It doesn't belong next door to residential with or without trees that may or may not screen.

Neither does this intense a use (cars above or below ground) belong at this location.

Lady Justice is a statue with a blindfold. She's supposed to judge without prejudice.

I'm not sure why you were asked to take your blindfold off, look at specific design details and judge an *individual* development agreement.

9/17/2009

Design by its very nature is subjective and sets individual biases in motion.

I hope you will reaffix your blindfold, dismiss the visuals, and make your decision based on the goals and intent of our Comprehensive Plan.

Currently, cottage housing or smaller buildings are allowed -- what's wrong with that?

Date: November 5, 2009

To: The Gig Harbor City Council

From: Kae Paterson

Re: MP8 LLC and Pioneer & Stinson LLC

Old Business - 1

Page 152 of 152

NOV - 6 2009

CITY OF GIG HARBOR

As you all know I have agonized over the recommended change to the Comprehensive Plan. It is in my immediate neighborhood, and I drive past the property daily. To me it has boiled down to a choice between two Comprehensive Plan goals that are dear to our hearts.

- 1) 3.6.1, "Maintain a small town scale for structures. New structures should not overpower existing structures." and
- 2) 3.21.1, "Incorporate existing vegetation into the site plan. As much as possible, site plans should be designed to protect existing vegetation".

The question has been do we allow larger buildings with larger yard setbacks and more perimeter trees, OR do we go with the allowed smaller buildings and have much smaller yard setbacks so that fewer of the trees are saved. My heart goes with the larger buildings, larger setbacks and more trees, providing the building are a neutral color and well screened..

I was on the Planning Commission when the entire area was R1, and we were trying to decide how to deal with the service station. We zoned the service station B2 and created the RB1 zone for the triangle south of this property. We later took the RB1 zone across Grandview onto this property. Since then the Comprehensive Plan designation on the triangle has been changed to Commercial/Business, and the zone to B2. It seems to me that either a Residential Low or a Residential Medium comprehensive plan designation for the Paul property is an appropriate step down between commercial business and single family development.

That said; I feel strongly about the DEVELOPMENT AGREEMENT that will go with the change in plan designation and probable rezone. The Peninsula Gateway building comes the closest to my dream of what I would like the finished product to look like.

To make the Paul proposal work I would want to conditions to the development agreement. These conditions could be worked out at Design Review Board level. My proposed conditions would include::

1. Keep trees in the required setbacks. I would like to have both the developer and the city agree that the perimeter trees, except for the driveway area, would stay (including the madronas).
2. keep as much as possible of the understory, huckleberry etc., in the yards along the streets and plant additional screening..
3. Use muted tones, preferably shades of gray, for the color on the buildings like the Gateway building or the new buildings at Mallard's Landing.
4. Break up the wall planes on the buildings.
5. Paint the retaining wall behind the driveways into the parking garage so it blends in.
6. I would like to see the easterly building be made rectangular and leave an open space area along Pioneer Way. To me the pooch out toward Pioneer looks awkward and intrusive.

Basically I would want the development to blend into the natural environment so the buildings aren't intrusive. I would hope that the buildings could blend in enough, and enough screening could be left so that the size of the buildings is well mitigated.

Thank you,

Kae

# Stroh's Water Company, Inc.



3408 Hunt St NW  
Gig Harbor, WA 98335

Phone (253) 858-2051  
Fax (253) 858-6109

November 23, 2009

Gig Harbor City Council  
Gig Harbor Planning Commission  
3510 Grandview St.  
Gig Harbor, WA 98335

Re: Request for transfer of water rights for COMP 09-0001

To Whom It May Concern:

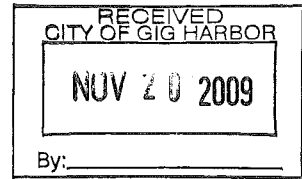
Stroh's Water Company is approaching system capacity with active services, pending projects that we have committed to serve, and potential for future service to the more than 800 as yet undeveloped lots within our service area.

In order to meet our obligation to make the most efficient use of our resources to supply water to the greatest number of applicants within our service area, Stroh's Water Co. is not willing to transfer water rights to the City of Gig Harbor as a condition for the City to serve parcel 0221078007.

Please contact me if additional information is needed.

Sincerely,

Kurt Rothenberg, mgr.  
Stroh's Water Co., Inc.



**JAMES A. PASIN**  
3212 50th Street Ct. Suite # 104  
Gig Harbor, WA 98335  
253-851-8988 FAX: 253-851-8052  
tpasin@narrows.com

November 19, 2009

Re: Comp Plan Amendment – 09-0012

Councilmen;

Since the City Council has allowed the discussion on this Comp Plan Amendment to be about design and not land use; I'd like to share some points from a design aspect, as to why this is not a good project.

The Hearing Examiner upheld the 16 foot height limitation.

Consider this; I believe the building code requires a minimum 7 foot 6 inch ceiling in commercial space and seven feet in residential space. The area between floors in buildings like the ones being purposed requires three or four feet – i.e. 16 to 18 inch floor beams and 18 to 24 inches for heating duct work, plumbing, etc. The area above the residential space would require 18 to 24 inches for ducting ,etc. and three to four feet for the roof trusses/beams. Usually, a flat roof then requires a three to five foot facade to "hide" the vents, piping for exhaust and plumbing and heating/ air conditioning equipment on the roof from view. Add these up, and you have at least a 24 foot building height requirement for the buildings. Thus, the property must have a "high point" within 50 feet of the building (s) that is at least eight feet higher than the first floor in order to meet the 16 foot height restriction. Such a high point for each building may not exist. Possibly making it very difficult to meet the height limitation without having a portion of the first floor below street level (Grandview).

The result may be the roof lines of the buildings being at very different heights, which may look odd because of their close proximity to one another.

The computer generated images of the buildings tend to show the buildings' roof lines at the same height and the first floors being completely above ground and somewhat at street level as viewed from the Pioneer Way – Grandview Street intersection. Given the height restriction, the illustrations probably do not reflect reality.

The Design Manual has very specific requirements for this property that must be adhered to;

17.99.110 Parkways – both Pioneer and Stinson are defined as Parkways.

17.99.140 Parkway Standards – addresses façade, massing and height. Façade design has been all but ignored. The height measurement is specific.

17.99.170 Zone Transition standards – please review the detail.

17.99.180 Zone transition buffering standards – please review the detail.

17.99.190 Zone transition development standards – limits footprint size, height, and requires residential detailing when abutting a residential zone.

The footprint of each building probably exceeds the footprint limits.



The design of the proposed buildings does not incorporate residential detailing, thus does not meet the design manual requirement. Flat roof vs. pitched roofs, and window design/treatment are examples. Siding materials have not been specified to my knowledge.

17.99240 Natural site conditions – the project fails to meet most of these standards.

17.99.260 Primary walkway standards – from what has been presented, these standards are not present in the design and may be difficult to achieve.

17.99.280 Outdoor common area standards – there are no “common areas” shown on the preliminary design.

17.99.300 Nonresidential setbacks – B. locate structures near front setback line – at least 50 % – not sure this is being met.

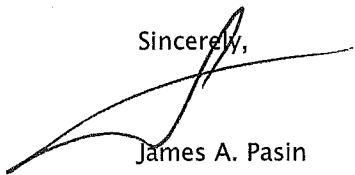
17.99.380 Mass and scale – refer to A. – avoid long low wall planes, B. Provide substantial shifts in walls and roof surfaces, D. 4. Flat roof with projecting cornice

17.99.390 Hierarchy in building design – A. 4. Must provide a prominent entrance. Where are the prominent entrances on these buildings?

When you evaluate this project against the City's Design Standards, it fails. The Planning Staff's recommendation is correct and should be followed.

If the Council is inclined to consider this Comp Plan Amendment based on project design, then it should deny the Comp Plan Amendment, because the project design fails to meet the City's Design Manual requirements.

Sincerely,



James A. Pasin

CC: Mayor Hunter  
Tom Dolan

**Subject:** Second Reading – Ordinance  
Increasing Water Rates

**Proposed Council Action:** Adopt ordinance

**Dept. Origin:** Finance

**Prepared by:** David Rodenbach

**For Agenda of:** November 23, 2009

**Exhibits:**

Initial & Date

**Concurred by Mayor:**

CLH 11/17/09

**Approved by City Administrator:**

RDK

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

emanl

**Approved by Finance Director:**

DF 11/17/09

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

This is the second reading of an ordinance increasing monthly water rates ten percent for each of the next three years: 2010, 2011 and 2012. The original rate increases recommended by a 2008 rate study performed by Peninsula Financial Consulting were three percent for each year. The rate study was updated in Fall 2009 and, due to the deteriorating condition of the waterline between the intersections of Harborview Drive and North Harborview Drive and Harborview Drive and Rosedale, and the necessity to replace this line; and also due to lowered new water connection projections, we are recommending ten percent increase in each of the following three years.

Currently, the Water fund has no outstanding debt obligations. The proposed rate increases will ensure that adequate revenues are available to meet operating costs, meet debt service coverage requirements, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

**FISCAL CONSIDERATION**

The proposed rate increases are expected to provide approximately \$670,000 in additional operating revenues for the water utility through 2012.

Currently, the City's average residential water bill for one month is \$23.18. With the proposed increases this rate would increase to \$30.86 by 2012.

**BOARD OR COMMITTEE RECOMMENDATION**

The rate increase was presented to a special meeting of the Operations committee on October 26.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the ordinance.

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON;  
RELATING TO UTILITY RATES; INCREASING THE MONTHLY WATER  
SERVICE RATE TO BE PAID TO THE CITY FOR THE PROVISION OF  
WATER SERVICES; AMENDING GIG HARBOR CODE SECTIONS  
13.04.010 AND 13.04.020; PROVIDING FOR SEVERABILITY AND  
ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2010.

WHEREAS, it is necessary to raise water service rates and charges to meet the increasing cost of providing water services;

WHEREAS, the 2008 rate study as amended by Peninsula Financial Consulting to reflect changes in five year capital construction requirement supports these rate increases; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 13.04.010 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.010    Water Rates.**

A. Effective January 1, 2010, the monthly water service rates shall be set at the following amounts:

<b><u>Customer Class/Meter</u></b>	<b><u>Customer Base Charge (per meter/month)</u></b>	<b><u>Commodity Charge (per ccf)</u></b>
Residential	<del>\$11.34</del> <u>12.47</u>	<del>\$1.48</del> <u>1.63</u>
Multi-residential		
5/8" & 3/4"	<del>19.92</del> <u>21.91</u>	<del>1.38</del> <u>1.52</u>
1"	<del>27.44</del> <u>30.15</u>	<del>1.38</del> <u>1.52</u>
1-1/2"	<del>45.99</del> <u>50.59</u>	<del>1.38</del> <u>1.52</u>
2"	<del>68.38</del> <u>75.22</u>	<del>1.38</del> <u>1.52</u>
3"	<del>128.02</del> <u>140.82</u>	<del>1.38</del> <u>1.52</u>
4"	<del>\$195.17</del> <u>214.69</u>	<del>\$1.38</del> <u>1.52</u>
Commercial/Schools		
5/8" & 3/4"	<del>\$16.70</del> <u>18.37</u>	<del>\$1.44</del> <u>1.58</u>
1"	<del>22.05</del> <u>24.26</u>	<del>1.44</del> <u>1.58</u>
1-1/2"	<del>35.30</del> <u>38.83</u>	<del>1.44</del> <u>1.58</u>

2"	<del>51.25</del> 56.38	<del>1.44</del> 1.58
3"	<del>93.81</del> 103.19	<del>1.44</del> 1.58
4"	<del>\$141.71</del> 155.88	<del>\$1.44</del> 1.58

B. Effective January 1, 2011, the monthly water service rates shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$13.72	\$1.79
<u>Multi-residential</u>		
5/8" & 3/4"	24.10	1.67
1"	33.17	1.67
1-1/2"	55.65	1.67
2"	82.74	1.67
3"	154.90	1.67
4"	\$236.16	\$1.67
<u>Commercial/Schools</u>		
5/8" & 3/4"	\$20.21	\$1.74
1"	26.69	1.74
1-1/2"	42.71	1.74
2"	62.02	1.74
3"	113.51	1.74
4"	\$171.47	\$1.74

C. Effective January 1, 2012, the monthly water service rates shall be set at the following amounts:

Customer Class/Meter	Customer Base Charge (per meter/month)	Commodity Charge (per ccf)
Residential	\$15.09	\$1.97
<u>Multi-residential</u>		
5/8" & 3/4"	26.51	1.84
1"	36.49	1.84
1-1/2"	61.22	1.84
2"	91.01	1.84
3"	170.39	1.84
4"	\$259.78	\$1.84
<u>Commercial/Schools</u>		
5/8" & 3/4"	\$22.23	\$1.91
1"	29.36	1.91
1-1/2"	46.98	1.91

2"	\$68.22	\$1.91
3"	124.86	1.91
4"	\$188.62	\$1.91

Section 2. Section 13.04.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.04.020 Nonmetered residential uses.**

~~Until a water meter has been installed to measure water consumed by a residential unit or a multiple residential building, the water service charge applicable to such unmetered unit shall be \$33.64 per month per unit.~~A. Effective January 1, 2010, the water service charge for each unmetered residential or multiple residential building shall be \$37.00

B. Effective January 1, 2011, the water service charge for each unmetered residential or multiple residential building shall be \$40.70

C. Effective January 1, 2012, the water service charge for each unmetered residential or multiple residential building shall be \$44.77

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 be in full force and take effect January 1, 2010 which shall be at least five (5) days after its 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 \_\_\_\_\_, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney

---

Angela S. Belbeck

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

**Subject:** Second Reading – Ordinance  
Increasing Sewer Rates

**Proposed Council Action:** Adopt ordinance

**Dept. Origin:** Finance  
**Prepared by:** David Rodenbach  
**For Agenda of:** November 23, 2009  
**Exhibits:**

Initial & Date

**Concurred by Mayor:** cut 11/17/09  
**Approved by City Administrator:** RJK  
**Approved as to form by City Atty:** email  
**Approved by Finance Director:** OR 11/17/09

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

This is the second reading of an ordinance increasing monthly sewer service rates 15 percent in 2010, 17 percent in 2011 and 10 percent in 2012. These increases are recommended pursuant to debt issuance requirements as well a 2008 rate study performed by Peninsula Financial Consulting. The rate study was updated in Fall 2009 to include important lift station maintenance and repair projects as well as declines in new sewer service connection projections.

The proposed rate increases will ensure that adequate revenues are available to meet operating costs, meet debt service coverage requirements, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

**FISCAL CONSIDERATION**

The proposed rate increases will allow the sewer utility to cover operating expenses, pay debt service and maintain a sufficient working capital balance.

Currently, the City's average residential sewer bill for one month is \$46.82. With the proposed increases this rate would increase to \$69.30 in 2012. These increases will provide approximately \$2.25 million in additional revenues through 2012.

**BOARD OR COMMITTEE RECOMMENDATION**

The rate increase was presented to a special meeting of the Operations committee on October 26.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the ordinance.

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON; RELATING TO UTILITY RATES; INCREASING THE MONTHLY SEWER SERVICE RATE TO BE PAID FOR THE PROVISION OF SEWER SERVICES; AMENDING GIG HARBOR CODE SECTIONS 13.32.010, 13.32.015, 13.32.020, AND 13.32.025; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2010.

WHEREAS, it is necessary to raise sewer service rates and charges to meet the increasing cost of providing sewage collection and treatment services; and

WHEREAS, the 2008 rate study by Peninsula Financial Consulting recommends these rate increases; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 13.32.010(A) of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.10 Sewer Rates.**

A. Effective January 1, 2010, ~~the~~ the monthly sewer service rate shall be set at the following amounts:

<b>Customer Class</b>	<b>Customer Base Charge (per month)</b>	<b>Commodity Charge (per ccf)</b>
Residential	\$23.63 <u>27.17</u>	\$2.90 <u>3.34</u>
Multi-Family Residential (per living unit)	18.18 <u>20.91</u>	2.90 <u>3.34</u>
Commercial/School	55.15 <u>63.42</u>	5.12 <u>5.89</u>
Dept. of Corrections	\$7,286 <u>8,379</u>	\$2.90 <u>3.34</u>

B. Effective January 1, 2011, the monthly sewer service rate shall be set at the following amounts:

<b>Customer</b>	<b>Customer Base Charge</b>	<b>Commodity Charge</b>
-----------------	-----------------------------	-------------------------



<b>Class</b>	<b>(per month)</b>	<b>(per ccf)</b>
Residential	\$31.79	\$3.91
Multi-Family Residential (per living unit)	24.46	3.91
Commercial/School	74.20	6.89
Dept. of Corrections	\$9,803	\$3.91

AC. Effective January 1, 2012, the monthly sewer service rate shall be set at the following amounts:

<b>Customer</b>	<b>Customer Base Charge (per month)</b>	<b>Commodity Charge (per ccf)</b>
Residential	\$34.97	\$4.30
Multi-Family Residential (per living unit)	26.91	4.30
Commercial/School	81.62	7.58
Dept. of Corrections	\$10,783	\$4.30

Section 2. Section 13.32.015 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.015 Sewer Rates – Community Systems.**

A. The Effective January 1, 2010, the monthly sewer service rates for community systems shall be set at the following amounts:

<b>Customer Class</b>	<b>Monthly Charge</b>
Shore Crest System	\$7.318.41 plus \$36.0041.40 /living unit

B. Effective January 1, 2011, the monthly sewer service rates for community systems shall be set at the following amounts:

<b>Customer Class</b>	<b>Monthly Charge</b>
Shore Crest System	\$9.84 plus \$48.44 /living unit

C. Effective January 1, 2012, the monthly sewer service rates for community systems shall be set at the following amounts:

<u>Customer Class</u>	<u>Monthly Charge</u>
-----------------------	-----------------------

Shore Crest System	\$10.82 plus \$53.28 /living unit
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← Form

Section 3. Section 13.32.020 of the Gig Harbor Municipal Code is hereby amended as follows:

**13.32.20 Nonmetered uses.**

~~Until a water meter has been installed to measure water flow by a residential unit, multi-residential building, or commercial facility, the sewer service charge for each unmetered unit/facility shall be as follows:~~  
A. Effective January 1, 2010, the sewer service charge for each unmetered residential, multi-residential, or commercial facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>
Residential	<del>\$43.29</del> 49.78 /unit
Multifamily residential	<del>31.04</del> 35.70 /living unit
Commercial	<del>\$106.29</del> 122.23 /billing unit

B. Effective January 1, 2011, the sewer service charge for each unmetered residential, multi-residential, or commercial facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>
Residential	\$58.24 /unit
Multifamily residential	41.77 /living unit
Commercial	\$143.01 /billing unit

C. Effective January 1, 2012, the sewer service charge for each unmetered residential, multi-residential, or commercial facility shall be as follows:

<u>Nonmetered Customer Class</u>	<u>Monthly Charge</u>
Residential	\$64.06 /unit
Multifamily residential	45.95 /living unit
Commercial	\$157.31 /billing unit

Section 4. Section 13.32.025 of the Gig Harbor Municipal Code is hereby amended

as follows:

**13.32.025 Sewer Rates – Community systems using flow meters.**

A. Effective January 1, 2010, the monthly sewer service rates for community systems basing billing on sewer flow meters shall be set at the following amounts:

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<b>Customer Class</b>	<b>Customer Base Charge (per month) (per ccf)</b>	<b>Commodity Charge</b>
Residential	\$7.318.41 + \$16.3218.77 /unit	\$2.903.34
Multi-Family Residential	\$7.318.41 + \$10.8712.50 unit	\$2.903.34
Commercial	\$7.318.41 + \$47.8555.03 /unit	\$5.125.89

B. Effective January 1, 2011, the monthly sewer service rates for community systems basing billing on sewer flow meters shall be set at the following amounts:

<b>Customer Class</b>	<b>Customer Base Charge (per month) (per ccf)</b>	<b>Commodity Charge</b>
Residential	\$9.84 + \$21.96 /unit	\$3.91
Multi-Family Residential	\$9.84 + \$14.63 unit	\$3.91
Commercial	\$9.84 + \$64.39 /unit	\$6.89

C. Effective January 1, 2012, the monthly sewer service rates for community systems basing billing on sewer flow meters shall be set at the following amounts:

<b>Customer Class</b>	<b>Customer Base Charge (per month) (per ccf)</b>	<b>Commodity Charge</b>
Residential	\$10.82 + \$24.16 /unit	\$4.30
Multi-Family Residential	\$10.82 + \$16.09/unit	\$4.30
Commercial	\$10.82 + \$70.83 /unit	\$7.58

**Section 5. 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 6. Effective Date. This ordinance shall be in full force and take effect January 1, 2010 which shall be at least five (5) days after its 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 \_\_\_\_\_, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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

**Subject:** Second Reading – Ordinance  
Increasing Storm Drainage Rates

**Proposed Council Action:** Adopt ordinance

**Dept. Origin:** Finance  
**Prepared by:** David Rodenbach  
**For Agenda of:** November 23, 2009  
**Exhibits:**

Initial & Date

**Concurred by Mayor:** CLH 11/17/09  
**Approved by City Administrator:** RJK  
**Approved as to form by City Atty:** email  
**Approved by Finance Director:** OR 11/17/09  
**Approved by Department Head:** \_\_\_\_\_

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

This is the second reading of an ordinance increasing monthly storm drainage fees three percent for each of the next three years; 2010, 2011 and 2012. These increases are recommended pursuant to a 2008 rate study performed by Peninsula Financial Consulting.

The proposed rate increases will ensure that adequate revenues are available to meet the new National Pollutant Discharge and Elimination System (NPDES) Citywide Phase 2 program and permitting requirements, operating costs, replace aging infrastructure, construct new facilities, and maintain adequate cash reserves.

**FISCAL CONSIDERATION**

The monthly service charge is currently \$11.12 per month or \$133.44 per year. This ordinance will increase storm fees to \$12.15 per month or \$145.80 per year by 2012 and will provide \$118,000 in additional revenues for the storm utility through 2012.

**BOARD OR COMMITTEE RECOMMENDATION**

The rate increase was presented to a special meeting of the Operations committee on October 26.

**RECOMMENDATION / MOTION**

**Move to:** Adopt the ordinance.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON; RELATING TO UTILITY RATES; INCREASING THE MONTHLY STORM DRAINAGE RATE TO BE PAID TO THE CITY BY OWNERS OF PROPERTY WITHIN THE CITY FOR THE PROVISION OF STORM DRAINAGE SERVICES; AMENDING GIG HARBOR CODE SECTION 14.10.050; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE OF JANUARY 1, 2010.**

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WHEREAS, it is necessary to increase the storm drainage service rates and charges to reflect the increased costs of providing those services and to maintain a viable storm drainage system; and

WHEREAS, the 2008 rate study by Peninsula Financial Consulting recommends this rate increase; and

WHEREAS, the proposed rate increase will ensure that adequate revenues are available to meet the National Pollutant Discharge and Elimination System (NPDES) Citywide Phase 2 program and permitting requirements; Now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 14.10.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**14.10.050 Service charge rates.** In accordance with the basis for a rate structure set forth in GHMC 14.10.020 and 14.10.030, there is levied upon all developed real property within the boundaries of the utility the following service charges which shall be collected from the owners of such properties:

- A. For Effective January 1, 2010, and thereafter, the monthly service charge for all detached single-family residences and mobile homes (one equivalent billing unit), the monthly service charge shall be \$11.45.
- B. Effective January 1, 2011, and thereafter, the monthly service charge for all detached single-family residences and mobile homes (one equivalent billing unit), shall be \$11.79.

C. Effective January 1, 2012, and thereafter, the monthly service charge for all detached single-family residences and mobile homes (one equivalent billing unit), shall be \$12.14.

BD. Those developed properties that are riparian to the harbor or Puget Sound from which storm and surface waters flow directly into the harbor or Puget Sound, without the aid of any watercourse or natural or artificial drainage facilities, and all developed properties with city-approved detention facilities will be billed at one equivalent billing unit.

CE. Duplexes shall be charged at 1.5 equivalent billing units for the two units.

DF. Effective January 1, 2010, For all other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service charge shall be \$11.42~~11.45~~ multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to GHMC 14.10.030.

G. Effective January 1, 2010~~1~~, for all other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service charge shall be \$11.79 multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to GHMC 14.10.030.

H. Effective January 1, 2010~~2~~, for all other developed property within the boundaries of the utility, except as set forth in GHMC 14.10.060, the monthly service charge shall be \$12.14 multiplied by the number of equivalent billing units determined by the utility to be contained in such parcel pursuant to GHMC 14.10.030.

Section 2. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 3. Effective Date. This ordinance shall be in full force and take effect January 1, 2010 which shall be at least five (5) days after its publication of an approved summary consisting of the title.

{ASB739958.DOC;1\00008.900000\}

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,  
this \_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
Office of the City Attorney

\_\_\_\_\_  
Angela S. Belbeck

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





**Subject:** Staff report for maritime improvements at Skansie/Jerisich Parks

**Proposed Council Action:** No action is requested at this time.

**Dept. Origin:** Planning Department

**Prepared by:** Tom Dolan  
Planning Director

**For Agenda of:** November 23, 2009

**Exhibits:** Spearman Engineering Feasibility Study dated May 29, 2009 & Marine Floats preliminary budget dated July 17, 2009 for temporary floats

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator:**

**Approved as to form by City Atty:** *See attached e-mail dated 11/12/09*

**Approved by Finance Director:** *N/A*

**Approved by Department Head:** *TD 11/16/09*

*LH 11/12/09*  
*RBI*  
*See attached e-mail dated 11/12/09*  
*N/A*  
*TD 11/16/09*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

In 2008, a Skansie Brother's Park Ad Hoc Committee was formed to consider future uses of the park. The Ad Hoc Committee recommended the appointment of a five member Feasibility Committee to investigate options for developing a maritime pier at the park, the extension of the existing moorage at Jerisich Park and the increased use of a seasonal float currently permitted for Jerisich Park. The city included \$5,000 in its 2009 budget for the study and the committee selected Spearman Engineering, P.S., of Bremerton, Washington to prepare the analysis. Spearman's analysis of the project's permit feasibility and probable costs are set forth in the report dated May 29, 2009. At the request of one committee member, a second cost estimate was prepared by Marine Floats of Tacoma, Washington for the seasonal float. That cost estimate is set forth in the preliminary budget dated July 17, 2009.

**ENVIRONMENTAL ANALYSIS**

N/A

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Feasibility Committee has not made a formal recommendation to Council on this matter. It has previously reviewed several potential development options for the three maritime

facilities and the May 29, 2009 study addresses the preferred design for each of the three projects.

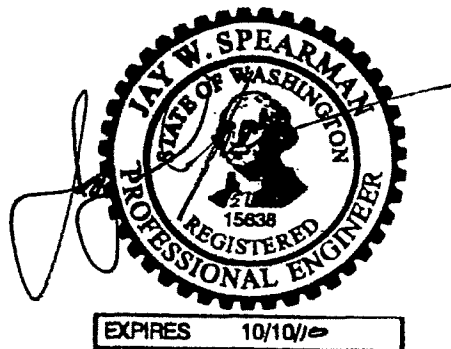
**RECOMMENDATION / MOTION**

Consider the information presented and provide staff with direction on future steps.

**PERMIT FEASIBILITY & PROJECT PROBABLE COST  
FOR  
MARITIME IMPROVEMENTS  
AT  
SKANSIE / JERISICH PARKS**

**prepared for**

**CITY OF GIG HARBOR, WASHINGTON**



**prepared by:**

**Spearman Engineering, PS  
PO Box 4069  
Bremerton, WA 98312**

**May 29, 2009**

City of Gig Harbor  
Skansie / Jerisich Parks Maritime Improvements

Permit Feasibility Study and Cost Estimate

5/29/09

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Appendix I - Regulatory Permit Process

Appendix II - Environmental Mitigation

Appendix III - Itemized Probable Costs

Appendix IV - Site Plan Exhibits:

1. Maritime Pier and Float
2. Seasonal Float
3. Jerisich Float Extension
4. Combined Project

Skansie / Jerisich Parks Maritime Improvements  
Permit Feasibility Study and Cost Estimate  
Conducted for the City of Gig Harbor

I. PURPOSE

The purpose of this report is to present a permit feasibility study and probable construction cost estimate of constructing facilities for public access and moorage for both commercial fishing vessels and tour boats, and recreational boats at Skansie and Jerisich parks.

This report does not address economic feasibility or biological analysis, both of which are recommended priorities for further analysis leading to permit application. Cost estimates and permit requirements contained in this report are based on conceptual plans and are intended only to provide early guidance for decision-making.

II. BACKGROUND

Located on Gig Harbor in Puget Sound, the City of Gig Harbor, the “Maritime City,” evolved from a maritime heritage and retains a close affinity with commercial fishing and recreational boating. The city’s two downtown waterfront parks are important links to that heritage.

Due to community interest in exploring improvements at Skansie Brothers Park and Jerisich Park, the Gig Harbor City Council appointed an Ad Hoc Committee to oversee a Cost and Permit Feasibility Study regarding construction of 1) Public Dock at Skansie Brothers Park, 2) constructing a seasonal float at Jerisich Park, and 3) extending the Jerisich Park float.

The Ad Hoc Committee selected Spearman Engineering PS to conduct a Permit Feasibility Study to address environmental permit and design issues and to prepare a probable cost for the proposed improvements. The Committee helped refine project details and provided valuable information both in meetings and individually through the study process.

The committee members are: Paul Conan, Guy Hoppin, Greg Lovrovich, and John Moist. Peter Katich, Senior Planner for the city, served as city liaison.

III. SITE DESCRIPTION

Following is a description of existing facilities at Jerisich and Skansie parks (please see Existing Site Plan, Figure 1).

**Jerisich Park**

Jerisich Park is located in the vacated Skansie Street right-of-way just off Harborview Drive NW. The upland portion of the park is approximately 0.4 acres. Upland features include public restrooms and a sewer lift station, which were constructed about 20 years ago along with the deck. It also contains a stormwater discharge.

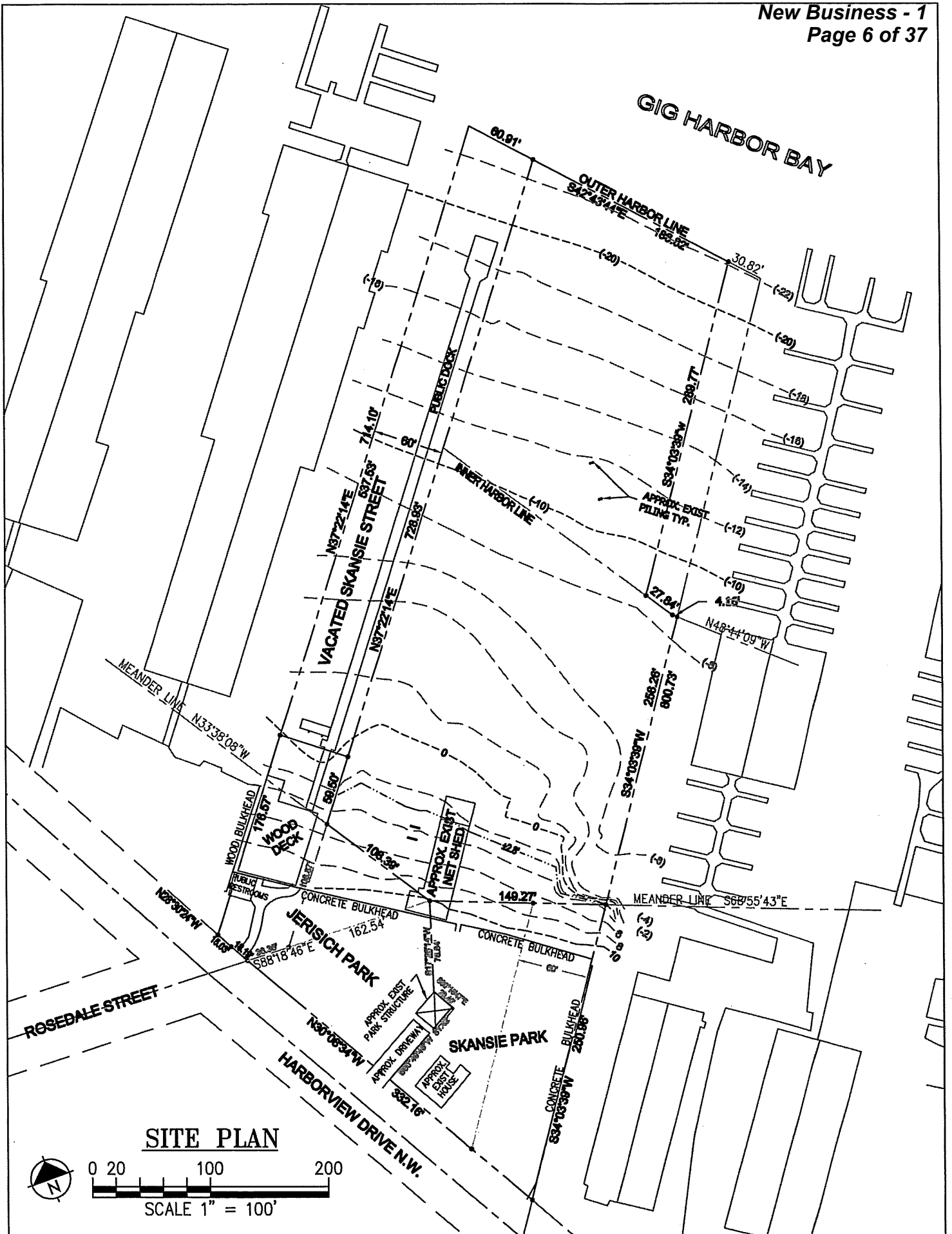


Figure 1 Site Plan of Existing Condition

Over-water structures (all open to the public) consist of a 2,300 square foot deck, ramp and float, which extend approximately 569 feet into the bay, measured from the bulkhead. The ramp and float were built about 10 years ago to replace older facilities. The floats are concrete with 18" steel piles and 8' wide concrete decks, except for the outboard end, where a recreational boat pumpout station is located, which is 16 feet wide, for a length of 32 feet. The principal use of the float is for transient recreational moorage.

### **Skansie Park**

Skansie Brothers Park, acquired by the city about 2002, is directly adjacent to Jerisich Park. The approximately 0.5 acre park was the site of a residence adjacent to the Skansie Brothers Boatyard and retains two structures from that era; a handsome brick residence and a net shed. The park is nicely landscaped with a gentle grassy slope toward the shoreline. It contains a gazebo, probably for holding ceremonial events and observing harbor maritime activities in a dry location.

### **Net Shed**

The net shed is located at about mid-length of the shoreline. It is an approximately 100' x 25' over-water structure that is currently used for storage and is considered to be of historical significance. It is supported by timber piling. The net shed is outside of the scope of this study.

### **Temporary Floats**

For several years, the city has leased floats and installed them temporarily at Jerisich Park for the weekend during the Blessing of the Fleet festivities. In the past, two floats, each approximately 6' x 150', have been arranged in an "L" configuration and attached to the Jerisich Park float and existing piles. These piles are indicated on Figure 1.

### **Shoreline**

Skansie and Jerisich parks have approximately 310 lineal feet of contiguous shoreline on the harbor. The entire shoreline is bulkheaded with an approximate 5 foot high concrete bulkhead. At Jerisich Park, a pile supported wooden deck covers much of the nearshore area extending approximately 70 feet waterward of the line of the bulkhead.

Intertidal substrate is mainly silt and cobbles. Except where dredged, the intertidal zone extends approximately 130 feet from the bulkhead. Little marine vegetation is visible. The area is known as being difficult for driving piling as it contains a layer of glacial till underlying the intertidal substrate.

## **IV. PROJECT DESCRIPTION**

Three project elements have been identified by the city and Ad Hoc Committee. These might be constructed as one project in accordance with an overall plan, or as individually constructed projects. Please see Project Dimensions, Table I.

### **Element #1: Skansie Park Public Dock**

A new fixed pier, ramp and float (PRF) would be constructed as an extension of Skansie Park. It would provide public access to the shore for marine transport passengers and viewing opportunities of maritime activities. In addition, the facility could provide moorage for commercial fishing boats, tour boats, and small water craft (such as kayaks). It could serve as a maritime gathering place.

Access to the PRF would be from Harborview Drive NW along the south property line of Skansie Park. Approximately four parking spaces would be provided on the shore side of the pier. The driveway would be appropriately landscaped to compliment and screen the park.

The main float would be approximately 50' x 150', secured by galvanized steel guide piles. It would have both pedestrian and vehicle ramps and have deck capacity adequate for pickup trucks loaded with fishing nets. The float would be located in water at least -10' elevation so as to minimize impacts to fish and the marine environment.

The float would be accessible to the public and be provided with picnic tables and benches. Lighting would be similar to that provided at the Jerisich Park float.

The float would have capacity to moor 2-3 Alaska Limit seiner type fish boats (approx. 60' x 20'). Also, it would be constructed and located so that it could be utilized by visiting tour boats. Freeboard would be approximately 2 feet.

In order to maintain the view corridor, the float would be located as far south as practical. According to city code, it could be placed 12 feet from the adjacent property line. However, the actual float location will be determined after reviewing DNR guidelines and access requirements relative to the neighboring marina.

In addition to the main float, a small craft/kayak float would be constructed and located along the inshore end of the main float. It would have low freeboard as its intended use would be for visitors to have easy access for pulling their craft out of the water and launching.. The planned size of 26' x 12' would provide capacity for a medium size touring group of kayaks or other small craft. It could easily be expanded to 5' x 50'. Consideration may be given to the special needs of rowing sculls.

### **Element #2: Seasonal Floats**

Currently leased special event floats would be replaced. Use would continue to be for transient moorage. Use would be extended from one weekend a year to potentially the entire summer season. To accomplish this requires re-applying for permits. Reference Appendix I.

Due to space limitations and possible view corridor issues, the seasonal float configuration would be reduced from the current length of approximately 300 feet to approximately 225 feet, and reconfigured to be compatible with the possible Skansie Park float. The seasonal floats would be moored with cables to helical anchors in bottom sediment. Public access would be via the existing Jerisich Park float.



**Element #3: Jerisich Park Float Extension**

A 70 foot extension of the Jerisich Park float would be designed to match the exiting concrete float and steel pile construction. The purpose of the extension would be to accommodate additional transient moorage.

The extension would implement the original plan to extend the float to the outer harbor line. The extension would include relocation of the sanitary pumpout station from its present location to the end of the extended float.

**Table I**  
**Approximate Project Dimensions**  
 (sf = approx. square foot areas)

Project Element	Size All over water	No. Piles	Size of Piles
<b><u>Element #1 - Skansie Park Public Pier &amp; Float:</u></b>			
Pier (292.5' x 18')	5,265 sf	12	24"
Ramps (80' x 6' pedestrian); (80' x 11' vehicle)	1,360 sf		
Main Float (50' x 150')	7,500 sf	8	24"
Small Craft Float (26' x 12')	312 sf		
<b>Total:</b>	<b>14,437 sf</b>	<b>20</b>	
<b><u>Element #2 - Seasonal Float:</u></b>			
Float (225' x 8')	1,800 sf	0	12"
<b><u>Element #3 - Jerisich Park Float Extension:</u></b>			
Float (70' x 8')	560 sf	4	18"
<b>Total All Project Elements:</b>	<b>16,797 sf</b>	<b>24</b>	

**V. ENVIRONMENTAL PERMITS**

A key question regarding the proposed project is whether, in the current regulatory framework, the proposed elements could be designed to receive approval from the environmental permitting agencies listed in Table II below. It is our professional opinion that it is highly likely that the project outlined in this report could meet the necessary permitting requirements. Provided, however, the project must demonstrate that it would not result in unmitigated impacts to fish or the marine environment.

In our opinion this can be done by adhering to the following:

- Sensitive project design
- Careful attention to biological issues, especially related to species listed under the Endangered Species Act
- Providing adequate and relevant mitigation

**Sensitive Project Design** - This refers to a design that meets the city's functional requirements, while at the same time minimizing environmental impacts. This is best accomplished through a close working relationship among city (as the client), design engineer, and project marine biologist.

**Attention to Biological Issues** - This begins by evaluating site conditions and preparing the required Biological Assessment and Mitigation Plan concurrent with the conceptual project design. Following this approach, even in the earliest design phases, the design engineer is guided by site-specific conditions as well as general biological criteria.

**Providing Adequate and Appropriate Mitigation** for the unavoidable environmental impacts. This may provide an opportunity to repair historic environmental deterioration on the site with respect to the biological needs of Puget Sound marine life. It may also have the potential to enrich the parks' educational experience by adding an environmental education component. From this perspective, the required mitigation would be seen as less of a burden and more of a discovered opportunity.

**Table II**  
**Summary of**  
**Permits and Application Requirements**

Agency	Permit	Permit Application Requirements
Us Army Corps of Engineers	Section 10 Permit	<ul style="list-style-type: none"> <li>• Preliminary project design</li> <li>• Biological Assessment <u>or</u> Biological Evaluation</li> <li>• Underwater Vegetation Survey</li> <li>• Mitigation Plan</li> <li>• Cumulative Impacts Analysis**</li> <li>• Alternatives Analysis**</li> </ul>
Department of Ecology	Section 401 and CZM	
Department of Fish & Wildlife	HPA	
City of Gig Harbor	Shoreline Development Permit Building Permit	
Department of Natural Resources (DNR)*	Submerged Land Lease	<ul style="list-style-type: none"> <li>• Preparation of lease exhibit</li> </ul>

\* DNR is technically not an environmental permit review agency, but close coordination with DNR is essential due to its conservation mission and relationship with state agencies.

\*\* These studies are not always required

Appendix I provides details regarding specific requirements of the permitting agencies as well as a discussion of the level of effort to meet permit requirements.

## VI. MITIGATION

Even though covered in more detail in Appendix II, a statement about mitigation is warranted here. This project (or any of its component elements) can not likely be constructed without providing environmental mitigation. And meeting mitigation requirements will be challenging. The permit success of each of the proposed elements rests on the ability to avoid or mitigate for identified environmental impacts. The challenge is to configure the project to minimize impacts and to accomplish meaningful mitigation for unavoidable impacts. And, most importantly, to accomplish this on the project site.

## VII. PROBABLE PROJECT COSTS

The itemized project probable costs are presented for each of the three project elements, as if it were an individual project. In addition, a similar cost summary has been provided for a combination of the three elements in a single project application. Detailed summaries are provided in Appendix III.

The following probable costs are associated with each of the project elements:

Element #1	Skansie Park Pier & Float	\$ 4,438,805
Element # 2	Seasonal Moorage	\$ 403,950
Element #3	Extend Jerisich Float	<u>\$ 284,557</u>
	<b>Total:</b>	<b>\$ 5,127,312</b>
Element #4	Combined Application For elements 1, 2 & 3 above	\$ 4,844,206

## VIII. NEXT STEPS

The scope of this study is limited to permit feasibility and determination of probable cost to construct the three project elements. If the city decides to proceed with one or all of the elements, the following steps are recommended:

1. Begin with a Biological Evaluation of habitat values presently existing on the site. This would include the requisite eel grass survey and a voluntary evaluation of epibenthic community productivity on the intertidal substrate. These studies must be conducted during certain periods of the year. The epibenthic work is the most time restrictive.
2. Develop a refined design and mitigation plan reflecting biological impacts prior to preparing and submitting the permit applications.

3. Refine the preliminary design , based on step 2. This allows refinement of the following design considerations:
  - a. Design details such as project footprint and elevations, percentage of deck surfaces to be grated, types of construction materials, etc, so that
  - b. A biologist could draft the Biological Evaluation and
  - c. A Mitigation Plan could be prepared.
  - d. Three to six months should be allowed for completion. This information is necessary to prepare permit applications.
4. Contact tribes with traditional fishing activity in the vicinity. It is anticipated that multiple tribes could be involved. It is not certain that they will express interest in the proposal.
5. Consider the economic benefits in relation to the costs of the three project elements. This may be helpful when selecting the elements desired for permit application. We have introduced the possibility of a single permit application containing three elements. Permit issuance does not obligate the applicant to construct the entire project. Mitigation for the element constructed will remain mandatory.

Develop an operations and business plan for the new facilities.

6. Prepare and submit regulatory permit applications. This step would require close working relationship among engineer, biologist and client. And it could involve a considerable amount of coordination with the agencies. Estimated time to prepare applications would be about 2 months. Application review time would be at least 18 months minimum. Processing time is reduced when the application is more environmentally sound. Economic conditions and agency staffing will affect timing for application review.
7. Prepare construction drawings for structures, park landscaping, and mitigation activities. In addition to the design engineer, a fisheries biologist would prepare plans and specifications for the mitigation, and a landscape professional would design the landscaping.
8. Put the project(s) out for bid by construction contractors.

**APPENDIX I**

**REGULATORY PERMIT PROCESS**

Regulatory Permits & Application Requirements

The permits shown below would be required to construct any or all of the project elements.

Summary of  
Permits and Application Requirements

Agency	Permit	Permit Application Requirements
Us Army Corps of Engineers	Section 10 Permit	<ul style="list-style-type: none"> <li>• Preliminary project design</li> <li>• Biological Assessment <u>or</u> Biological Evaluation</li> <li>• Underwater Vegetation Survey</li> <li>• Mitigation Plan</li> <li>• Cumulative Impacts Analysis**</li> <li>• Alternatives Analysis**</li> </ul>
Department of Ecology	Section 401 and CZM	
Department of Fish & Wildlife	HPA	
City of Gig Harbor	Shoreline Development Permit Building Permit	
Department of Natural Resources (DNR)*	Submerged Land Lease	<ul style="list-style-type: none"> <li>• Preparation of lease exhibit</li> </ul>

\* DNR is technically not an environmental permit review agency, but close coordination with DNR is essential due to its conservation mission and relationship with state agencies.

\*\* These studies are not always required

One to two years should be allowed from time of application to receive all permit decisions.

Discussions and a site visit were held with representatives of the Department of Fish & Wildlife and Department of Natural Resources to acquaint them with the project. No site visit was possible with representatives of the Army Corps of Engineers due to its staffing limitations resulting from budget constraints.

Agencies Requiring Permits:

A. US Army Corps of Engineers - Section 10 of the Rivers and Harbors Act Permit is required for work waterward of mean high water (MHW)

1. Usual time to conduct reviews is 1-2 years. Corps review normally drives the overall permitting time line. This is due to their dependence on review by commenting agencies, such as USFWS and NMFS.
2. Review includes public, tribal, and agency notification.
3. Endangered Species Act (ESA) review by US Fish & Wildlife Service (USFWS) and National Marine Fisheries Service (NMFS). Oftentimes referred to as the "Services." The Services address concerns regarding salmonids, bull trout, and other listed species.
4. Preparation of a Biological Assessment (BA) is required of projects that are expected to negatively affect listed species. Less complicated projects, not expected to have adverse effects, require a Biological Evaluation (BE).
5. In addition to a BA or BE, application requirements include a JARPA, project drawings, mitigation plan, underwater vegetation survey, and possibly a cumulative impacts analysis and/or alternatives analysis.

B. Washington Department of Ecology - Section 404 of the Clean Waters Act (CWA), pollution control laws and Coastal Zone Management consistency (CZM).

1. Usual time to conduct reviews - Statutory requirement is one year from issuance of the Corps permit. It is our experience that a much shorter time would be normal.
2. Review process includes public notice. This can be done in concert with the Corps of Engineers.
3. Application requirements include a JARPA, project drawings, mitigation plan, and BA.

C. Washington Department of Fish & Wildlife - Hydraulics Approval (HPA)

1. Usual time to conduct review - WDFW review is very efficient and usually its review time is not a critical path factor. Normal review time would not exceed 1-2 months, provided the project coordinated with the regional biologist during the planning phase.
2. Concerns can cover all fish species.
3. Review includes impact on forage fish spawning areas and marine vegetation, such as eel grass.
4. Application requirements include JARPA, project drawings, underwater vegetation survey, mitigation plan, and BA.
5. HPA is not issued until compliance with State Environmental Protection Act (SEPA) by lead agency. Normally SEPA review conducted by local government jurisdiction where project is located.

D. Department of Natural Resources - Submerged Land Lease

1. DNR manages state land.. Within designated harbor areas, the land between the inner harbor line and outer harbor line is available for lease, with priority given to the property owner fronting the area to be leased.
2. Lease rates are determined by the value if the adjacent upland property in accordance with a strict formula. Usually no payments are required from non-profit government agencies if free public use is provided.
3. As the City of Gig Harbor currently has a lease with DNR, the lease exhibit will need to be re-done to reflect structures to be added within the lease area.

E. City of Gig Harbor - Substantial Shoreline Development Permit (SSDP), SEPA review and Building Permit

1. SSDP normally triggers SEPA provisions including preparation of an environmental checklist, determination of significance, public notifications, and appeal procedures to the State Shorelines Board.
2. Normal time to process SSDP and SEPA is 6-12 months.
3. Building Permit would be handled at a later project phase.

#### Permit Application Requirements

The principal studies for the above applications include preparation of an engineered preliminary project design, Biological Assessment (BA), a micro algae survey of underwater vegetation, and a Mitigation Plan. Also, an Alternatives Analysis and Cumulative Impacts Analysis might be required. These are discussed below.

#### A. Project Design

A preliminary engineered project design, developed in close coordination with a fisheries biologist is a first step. It is referred to as “preliminary” as its purpose is to define the scope of the project, footprint, elevations, etc. It is not a detailed construction plan.

#### B. Biological Assessment

A Biological Assessment (BA) or a Biological Evaluation (BE) prepared by a professional fisheries biologist, is the principle document used by agencies to evaluate the project’s impacts on protected fish species and the marine environment. A BA is usually a requirement of larger and more complicated projects. Preliminary indications are that this project (taken as a whole) would require a BA.

The BA would normally include such topics as:

- Detailed description of construction techniques and materials
- Description of project area
- Information related to listed species
- Description of environmental conditions
- Conservation measures to be undertaken by the project
- Analysis of project effects on listed species
- Cumulative Impacts Analysis
- Review of recent site-specific biological literature

For smaller projects, such as the Jerisich Park Dock Extension on its own, a Biological Evaluation (BE) would be required. The BE would have less scope than a BA and is usually adequate for projects not expected to adversely impact listed species.

#### C. Underwater Vegetation Survey

Micro algae, macro algae and marine vegetation, especially eel grass, are a valuable fisheries resource. A survey by a marine biologist/diver of the project site would be required to determine the location of any vegetation. Damage to eel grass must be avoided or mitigated. On-site sampling for epibenthic organisms (an important salmonid food source) could also be required.

#### D. Additional Studies

Experience with previous projects indicates that two additional studies may be required.

- Cumulative Impacts - Analysis of the cumulative impact of the proposed project in relation to existing projects within the project area.
- Alternatives Analysis - Demonstration that the least impacting project design was selected. Alternatives to the proposal must be identified and evaluated.



**APPENDIX II**

**ENVIRONMENTAL MITIGATION**

## MITIGATION

### General

Projects that diminish habitat value of the marine environment require mitigation measures to reduce impact on the environment. Regulatory permit agencies requiring mitigation include: US Army Corps of Engineers, Washington Department of Fish & Wildlife, Washington Department of Ecology, and local jurisdictions. Generally, project sites having bottom depths where light may penetrate (-10' to -20' MLLW) are of greatest concern. This area may be referred to as the “near shore” or “intertidal” area. Intertidal zones are areas that go dry at low tide. On-site mitigation is greatly preferred to off-site mitigation. Regulatory agencies may give only partial credit for mitigation not located on the project site.

Mitigation is believed to be critical to the permissibility of most projects. Meeting mitigation requirements will be a challenge.

1. The over-water component (over 16,000 sf) is considered large by the regulatory agencies and as such, will require commensurate quantity and quality of mitigation measures.
2. The type and quantity of mitigation can only be estimated after a preliminary project design and a Biological Assessment have been prepared.
3. There are no comprehensive review guidelines that all regulators agree upon.
4. The site has limited opportunities for on-site mitigation. For example, the need to maintain view of the bay limits shoreline tree planting. And mitigation would need to be compatible with the park setting.
5. Mitigation measures will be costly to implement. And they will require commitment to long-term maintenance agreed to by the property owner.

It should be understood that the magnitude of mitigation requirements is normally commensurate with the project's size and environmental impacts. So, a smaller, less impacting project typically requires less mitigation.

A good project design is the first step in mitigation. This is because it presents an opportunity to minimize project impacts. A close working relationship between the design engineer and marine biologist is necessary for a successful project. Following are key project guidelines to reduce project impacts:

1. Locate floating structures in deep water, at least -10' to -20' MLLW
2. Maximize grating in all possible structures.
3. Minimize number of piling. Long spans between piling are encouraged.
4. Minimize size of over-water structures to avoid shading.
5. Install float stops on any floats that ground out to avoid killing benthic organisms.
6. Construction must be timed to minimize fish impacts on seasonal fish migrations.
7. Minimize use of treated wood to avoid contaminating habitat.

Mitigation would be required for:

1. Over-water shading caused by over-water structures, Deck surfaces should have maximum amount of feasible functional (unobstructed) grating. Grating style should provide 60% light penetration. As floating structures usually cause more shading than pile supported structures, they may require more mitigation.
2. Piling. Driving new piling is considered loss of habitat that would need to be replaced. Normally this is done on a square foot basis. For example, an 18" pile constitutes a habitat loss of 1.7 square feet.
3. Any loss or disturbance of intertidal area substrate.

Identification and evaluation of potential impacts and how they are to be mitigated would be addressed in the Biological Assessment (BA) required by USACE.

Quantity:

1. Oftentimes, the amount of required mitigation can be calculated on a formula of a square foot of habitat loss requires a square foot of mitigation. The amount of mitigation for this project can only be estimated until a specific design is proposed. But indications are that substantial mitigation efforts will be required.
2. There is no specific policy relating to type and quantity of mitigation that has been agreed upon by all regulatory agencies.

**APPENDIX III**

**ITEMIZED PROBABLE COSTS  
FOR INDIVIDUAL PROJECT ELEMENTS**

**APPENDIX III  
PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS  
MARINE FACILITIES DEVELOPMENT**

Item		Probable Cost
<b>1. MARITIME PIER</b>		
<b>Marine Construction:</b>	Mobilization	45,000
	Remove & dispose of creosote-treated mooring piles, including buoy	3,000
	Pile-supported access pier	1,064,010
	Pedestrian brow (80' x4') with fixed ramp (ADA)	210,000
	Vehicle ramp (80' x11')	319,320
	Float (150' x 50')	1,313,400
	Float outfit-cleats, pile hoops etc *	26,750
	4 benches & 2 tables *	3,650
	Alternate: load-bearing grating (20' x 90') in float deck, net increase	00**
	Float mooring steel piles (8)	125,317
	Allowance for environmental mitigation	30,620
	Kayak Float (5' x 50')	20,280
	Electrical allowance for pier & float lighting	85,000
	Allowance for fire standpipe (dry system) to float	72,000
	Potable water	00
	<b>Subtotal Marine Construction:</b>	<b>\$3,318,347</b>

\*Inflation adjusted

\*\*Alternate cost shown for reference only - not included in totals

**PROBABLE PROJECT COSTS**

SKANSIE/JERISICH PARKS  
MARINE FACILITIES DEVELOPMENT

Item		Probable Cost
<b>1. MARITIME PIER (continued)</b>		
<b>Upland Construction:</b>	Mobilization/demobilization	10,000
	Curb cut	6,083
	Compacted fill for drive and parking *	12,175
	Paving (green)	24,000
	Stormwater collection & filter system	8,000
	Allowance for seawall refit *	36,500
	Lighting	10,700
	Sidewalk along seawall *	13,900
	Handrail along seawall *	32,200
	Landscaping *	18,500
	Demolition allowance*	12,250
	<b>Subtotal Upland Construction:</b>	<b>\$184,308</b>
	<b>MARINE &amp; UPLAND TOTAL:</b>	<b>\$3,502,655</b>
	<b>8.4% WSST:</b>	<b>\$294,223</b>
	<b>Probable Construction Total:</b>	<b>\$3,796,878</b>
<b>Services &amp; Fees:</b>	Building permit & environmental permit fees	8,900
	Environmental permits	40,000
	Project site survey with bathymetry & topography	9,000
	Revised DNR lease exhibit	5,000
	Engineering/designs	141,500
	Fabrication & construction inspection	14,000
	Contract/Construction Administration	20,000
	<b>Subtotal Services &amp; Fees:</b>	<b>\$238,400</b>
	<b>Subtotal Construction &amp; Services/Fees:</b>	<b>\$4,035,278</b>
	<b>10% Contingency:</b>	<b>\$403,527</b>
	<b>INDIVIDUAL PROJECT MARITIME PIER TOTAL:</b>	<b>\$4,438,805</b>

\* Inflation adjusted

**PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS  
MARINE FACILITIES DEVELOPMENT**

<b>Item</b>		<b>Probable Cost</b>
<b>2. SEASONAL FLOAT</b>		
<b>Marine Construction:</b>	Mobilization	30,000
	Remove and dispose of creosote-treated mooring piling and buoy	3,000
	Float units (230 LF)	111,800
	Anchor cable mooring system with soil anchors	90,8000
	Alternate: fixed mooring piles (6)	64,660**
	Allowance for environmental mitigations	6,000
	Float lighting code compliance	24,350
	Fire standpipe code compliance	20,700
	Allowance for seasonal installation, storage, removal	00
	<b>Seasonal Float Subtotal:</b>	<b>\$286,650</b>
	<b>8.4% WSST:</b>	<b>\$24,078</b>
	<b>Probable Marine Construction Total:</b>	<b>\$310,728</b>

\*\* Alternate cost shown for reference only - not included in totals

**PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS**  
**MARINE FACILITIES DEVELOPMENT**

<b>Item</b>		<b>Probable Cost</b>
<b>2. SEASONAL FLOAT (continued)</b>		
<b>Services &amp; Fees:</b>	Building permit and environmental permit fees	2,500
	Environmental permits	30,000
	Project site survey with bathymetry	1,000
	Revised DNR lease exhibit	5,000
	Engineering/designs	16,000
	Fabrication & construction inspection	1,000
	Contract/Construction Administration	1,000
	<b>Subtotal Services &amp; Fees:</b>	<b>\$56,500</b>
	<b>Subtotal Construction &amp; Services/Fees:</b>	<b>\$367,228</b>
	<b>10% Contingency:</b>	<b>\$36,722</b>
	<b>INDIVIDUAL PROJECT SEASONAL FLOAT TOTAL:</b>	<b>\$403,950</b>

**PROBABLE PROJECT COSTS**



SKANSIE/JERISICH PARKS  
MARINE FACILITIES DEVELOPMENT

Item		Probable Cost
<b>3. JERISICH FLOAT EXTENSION</b>		
<b>Marine Construction:</b>	Mobilization	30,000
	Remove 2 piles & redrive	14,500
	Concrete floats to match existing	33,600
	Disassemble and re-assembled floats	10,000
	Electrical for reassembled floats	18,250
	Mechanical for new floats and reassembly	14,600
	New mooring piles installed (4)	29,500
	Allowance for environmental mitigations	8,120
	<b>Subtotal Marine Construction:</b>	<b>\$158,570</b>
	<b>8.4% WSST:</b>	<b>\$13,319</b>
	<b>Probable Construction Total:</b>	<b>\$171,889</b>
<b>Services &amp; Fees:</b>	Building permit and environmental permit fees	2,300
	Environmental permits	29,000
	Project site survey with bathymetry & topography	1,000
	Revised DNR lease exhibit	5,000
	Engineering/design	44,500
	Fabrication & construction inspection	2,000
	Contract/Construction Administration	3,000
	<b>Subtotal Services &amp; Fees:</b>	<b>\$86,800</b>
	<b>Subtotal Construction &amp; Services/Fees:</b>	<b>\$258,689</b>
	<b>10% Contingency:</b>	<b>\$25,868</b>
	<b>JERISICH FLOAT TOTAL:</b>	<b>\$284,557</b>

PROBABLE PROJECT COSTS

**SKANSIE/JERISICH PARKS  
COMPREHENSIVE IMPROVEMENT PROJECT  
Maritime Pier/Float, Seasonal Float, Extend Existing Float with Pumpout**

Item		Probable Cost
<b>4.1 MARITIME PIER</b>		
<b>Marine Construction:</b>	Mobilization	50,000
	Remove and dispose of creosote-treated mooring piling, including buoy	3,000
	Pile supported access pier	1,064,010
	Pedestrian brow (80' x4') with fixed ramp (ADA)	210,000
	Vehicle ramp (80' x11')	319,320
	Float (150' x 50')	1,313,400
	Float outfit cleats, pile hoops etc *	26,750
	4 benches & 2 tables *	3,650
	Alternate: load-bearing grating (20' x 90') in float deck, net increase	00**
	Float mooring steel piles (8)	125,317
	Kayak Float (5' x 50')	20,280
	Electrical allowance for pier & float lighting	85,000
	Allowance for fire standpipe (dry system) to float	72,000
	Potable water	00
	<b>Subtotal Marine Construction:</b>	<b>\$3,292,727</b>

\*Inflation adjusted.

\*\* Alternate cost shown for reference only - not included in totals.

**PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS  
COMPREHENSIVE IMPROVEMENT PROJECT  
Maritime Pier/Float, Seasonal Float, Extend Existing Float with Pumpout**

Item		Probable Cost
<b>4.1 MARITIME PIER (continued)</b>		
<b>Upland Construction:</b>	Mobilization/demobilization	10,000
	Curb cut	6,083
	Compacted fill for drive and parking *	12,175
	Paving (green)	24,000
	Stormwater collection & filter system	8,000
	Allowance for seawall refit *	36,500
	Lighting	10,700
	Sidewalk and seawall *	13,900
	Handrail and seawall *	32,200
	Landscaping *	18,500
	Demolition *	12,250
	<b>Subtotal Upland Construction:</b>	<b>\$184,308</b>
	<b>Subtotal 4.1 Construction:</b>	<b>\$3,477,035</b>

\*Inflation adjusted

**PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS  
COMPREHENSIVE IMPROVEMENT PROJECT  
Maritime Pier/Float, Seasonal Float, Extend Existing Float with Pumpout**

Item		Probable Cost
<b>4.2 SEASONAL FLOAT</b>		
<b>Marine Construction:</b>	Mobilization	included
	Float units	111,800
	Anchor cable mooring system with soil anchors	90,800
	Alternate: Fixed mooring piles	64,660**
	Float lighting code compliance	24,350
	Fire standpipe code compliance	20,700
	Allowance for seasonal installation, storage, removal	00
	<b>Subtotal Probable 4.2 Construction:</b>	<b>\$247,650</b>

\*\* Alternate cost shown for reference only - not included in totals.

**PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS**  
**COMPREHENSIVE IMPROVEMENT PROJECT**  
**Maritime Pier/Float, Seasonal Float, Extend Existing Float with Pumpout**

<b>Item</b>		<b>Probable Cost</b>
<b>4.3 JERISICH FLOAT EXTENSION</b>		
<b>Marine Construction:</b>	Mobilization	included
	Remove 2 piles and redrive	14,500
	Concrete floats to match existing	33,600
	Disassemble and reassemble floats	10,000
	Electrical for new floats and reassembly	18,250
	Mechanical for new floats and reassembly	14,600
	New mooring piles installed (4)	29,500
	<b>Subtotal 4.3 Construction:</b>	<b>\$120,450</b>

**PROBABLE PROJECT COSTS**

**SKANSIE/JERISICH PARKS  
COMPREHENSIVE IMPROVEMENT PROJECT  
Maritime Pier/Float, Seasonal Float, Extend Existing Pumpout Float**

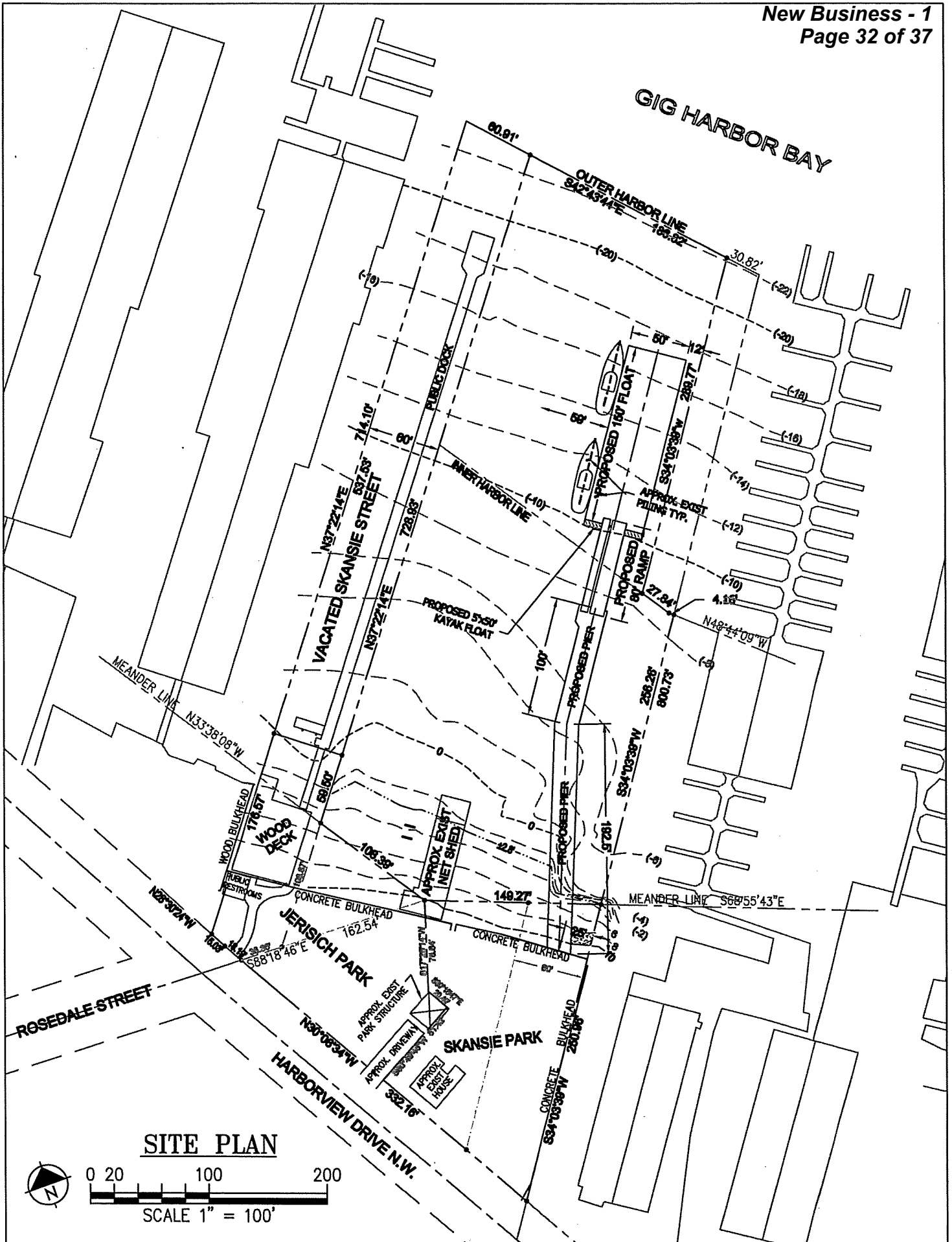
Item		Probable Cost
<b>4. Probable Project Total</b>		
<b>Project Mitigation</b>	Subtotal 4.1, 4.2, and 4.3 Construction	44,740
	<b>Comprehensive Project Construction Subtotal:</b>	<b>\$3,889,875</b>
<b>Overall Project</b>	<b>8.4% WSST:</b>	<b>\$326,749</b>
	<b>Construction Total:</b>	<b>\$4,216,624</b>
<b>Professional Services &amp; Permit Fees:</b>	Allowance for permit fees	13,700
	Environmental permits	44,000
	Project site survey with bathymetry & topography	9,000
	Revised DNR lease exhibit	5,000
	Engineering/design	74,500
	Fabrication & construction inspection	17,000
	Contract/Construction Administration	24,000
	<b>Subtotal Services &amp; Fees:</b>	<b>\$187,200</b>
	<b>Comprehensive Project Subtotal:</b>	<b>\$4,403,824</b>
	<b>10% Contingency:</b>	<b>\$440,382</b>
	<b>COMPREHENSIVE PROJECT TOTAL:</b>	<b>\$4,844,206</b>

\*Inflation adjusted

**APPENDIX IV**

- Exhibit 1 - Maritime Pier & Float**
- Exhibit 2 - Seasonal Float**
- Exhibit 3 - Jerisich Float Extension**
- Exhibit 4 - Combined Project**

GIG HARBOR BAY



**SITE PLAN**

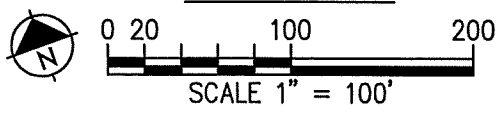


EXHIBIT 1



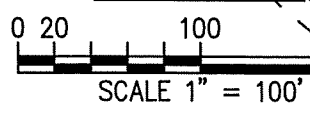
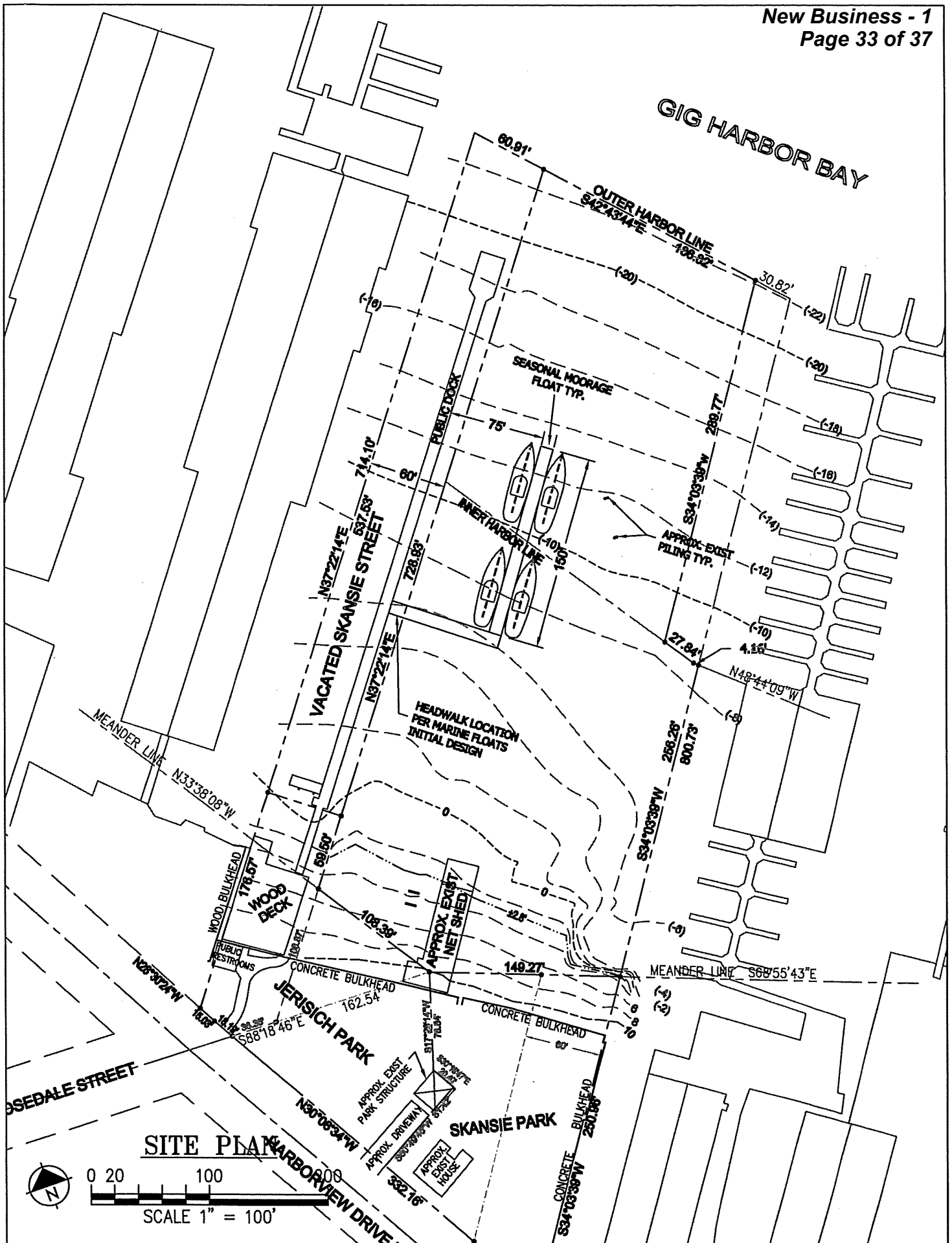
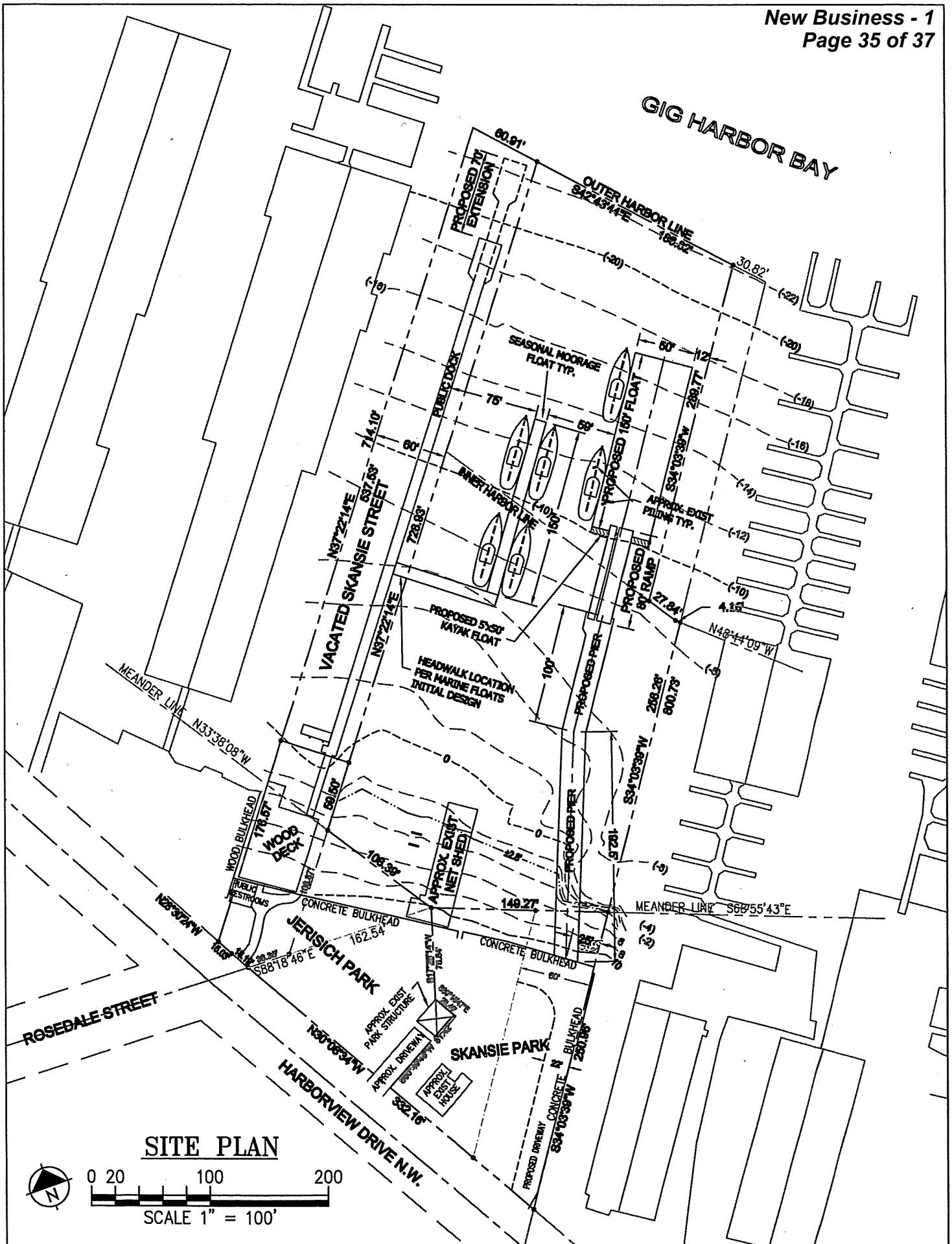


EXHIBIT 2





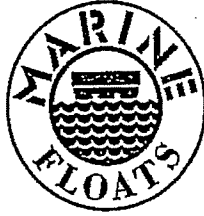
**SITE PLAN**



0 20 100 200

SCALE 1" = 100'

EXHIBIT 4



1208 East "D" Street  
Tacoma, WA 98421  
(253) 383-2740  
Fax (253) 383-1102

**New Business - 1.**  
Wood and Concrete  
**Page 36 of 37**  
Floating Docks  
Boathouses  
Design & Permitting

---

July 17, 2009

John Moist  
PO Box 914  
Gig Harbor WA 98335

Dear John,

I apologize for this taking so long but here is a first go on a very preliminary budget basis.

- (2) 8'x150' floats per drawing
- (4) 12" diameter steel piling

All installed but removed seasonally \$180,000.00

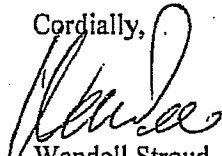
Sales tax and permitting costs not included

Estimated permitting costs \$15,000.00  
(not including any City fees or DNR surveys)

Options: Dry Fire System  
Potable Water  
Power

Other: Change piling to anchors add \$100,000.00  
80'x 5'aluminum ramp (ADA) \$65,000.00

Cordially,

  
Wendell Stroud  
President

**Katich, Peter**

---

**From:** Angela S. Belbeck [abelbeck@omwlaw.com]  
**Sent:** Thursday, November 12, 2009 2:03 PM  
**To:** Katich, Peter  
**Cc:** Dolan, Tom  
**Subject:** RE: Maritime Improvements at Skansie & Jerisich Parks Agenda Bill Form.doc

Looks great. Let me know if you need anything else.  
--Angela

---

**From:** Katich, Peter [mailto:KatichP@cityofgigharbor.net]  
**Sent:** Thursday, November 12, 2009 1:41 PM  
**To:** Angela S. Belbeck  
**Cc:** Dolan, Tom  
**Subject:** Maritime Improvements at Skansie & Jerisich Parks Agenda Bill Form.doc

Hi Angela: The attached council bill has been prepared to address a feasibility study prepared for 3 possible maritime improvements at Skansie/Jerisich Parks. Staff will be presenting a summary of the report's findings to the Council at the meeting of 11/23/09. Please review and let me know if you have any questions or comments. Thanks. Pete



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

**Subject:**

Resolution – Annexation into Pierce Conservation District

**Proposed Council Action:**

- A. Adopt the resolution enacting a resource conservation fee within the City of Gig Harbor.
- B. Sign the Conservation District Petition.

**Dept. Origin:** Public Works

**Prepared by:** Jeff Langhelm *HL*

**For Agenda of:** November 23, 2009

**Exhibits:** Resolution, Conservation District Petition, and Savings Comparison Chart

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH</i> 11/18/09
<b>Approved by City Administrator:</b>	<i>POK</i>
<b>Approved as to form by City Atty:</b>	VIA EMAIL
<b>Approved by Finance Director:</b>	<i>SP</i> 11/17/09
<b>Approved by Department Head:</b>	<i>POK</i> 11/17/09

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

The City of Gig Harbor is required to plan and implement programs and projects in response to requirements outlined in the City's NPDES Phase 2 Municipal Stormwater Permit. These programs and projects include technical assistance, public outreach, and public education of the City's citizens, employees, and contractors and involve documenting maintenance practices of private stormwater facilities whereby the City verifies maintenance regulations and provides assistance on how maintenance should be performed. Additionally, the City is preparing to perform multiple capital projects that will require habitat restoration in the scope of work.

The Pierce Conservation District, including the District's Stream Team Program, has been performing these tasks for Pierce County Citizens since 1994. The District is a leader in environmental stewardship and reestablishing habitat within watersheds by providing public outreach and education, technical assistance, stream monitoring stations and data, coordination of volunteers, and education of stream monitoring techniques. The results of this expertise and the many on-the-ground volunteers and activities are shown through added water quality improvements in the watersheds where their work is performed.

By adding the expertise and efforts of the District as a resource to the City through the proposed resolution and petition the City will enhance water quality protection while reducing City Staff's efforts on capital project design and implementing the requirements of the City's NPDES Phase 2 Municipal Stormwater Permit.

**FISCAL CONSIDERATION**

The proposed assessment of \$5 per parcel would be collected directly by the Pierce County Auditor from property owners within the City. The total estimated cost to citizens is \$15,000 while the estimated savings to the citizens based on annual budget objectives is \$24,000 the first year (see attached chart). Additional unquantified benefits are realized through District participation at the Chum Festival and access to new grant opportunities that would otherwise be unavailable.

The parcels located in the areas annexed into the City limits in 2009 have been paying the \$5 assessment while under Pierce County jurisdiction and have paid the assessment through 2009. Enacting this resource conservation fee would not add a new fee but rather continue the existing assessment.

**BOARD OR COMMITTEE RECOMMENDATION**

Staff presented the proposed Pierce Conservation District annexation and petition to the Operations and Public Projects Committee at the August 2009 meeting. The Committee requested information comparing the estimated costs to the citizens to the estimated savings to the citizens. A chart with this information is attached.

**RECOMMENDATION/MOTION**

- A. Adopt the resolution enacting a resource conservation fee within the City of Gig Harbor.
- B. Sign the Conservation District Petition.

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, THAT THE PIERCE COUNTY COUNCIL ENACT A RESOURCE CONSERVATION FEE WITHIN THE COPORATE BOUNARIES OF THE CITY OF GIG HARBOR.**

---

WHEREAS, the City of Gig Harbor (City) is required to plan and implement programs and projects in response to requirements outlined in the City's National Pollution Discharge Elimination System (NPDES) Phase 2 Municipal Stormwater Permit issued by the Washington State Department of Ecology; and

WHEREAS, these programs and projects include public outreach and education of the City's citizens, employees, and contractors; and

WHEREAS, these programs and projects also involve documenting maintenance practices of private stormwater facilities whereby the City verifies maintenance regulations and provides technical assistance on how maintenance should be performed; and

WHEREAS, the City is preparing to perform multiple capital projects that will require habitat restoration in the scope of work; and

WHEREAS, the City has no baseline stream data on most of the streams flowing through the City; and

WHEREAS, the Pierce Conservation District (District), including Stream Team, is a leader in environmental stewardship and reestablishing habitat within watersheds by providing public outreach and education, technical assistance, stream monitoring stations and data, coordination of volunteers, and education of stream monitoring techniques for Pierce County citizens since 1994; and

WHEREAS, the District offers significant assistance to local governments and private citizens in response to the mandated NPDES requirements; and

WHEREAS, the City loses many opportunities by not being partners with the District, including eligibility for multiple educational grants and environmental stewardship grants, Gig Harbor Farmers Market support through promotion and additional funding of



the Market, technical assistance with citizen groups, and partnering on citizen-based initiatives and projects; and

WHEREAS, the City currently receives support from the District with the City's Chum Festival through equipment and volunteer efforts, which could cease without further in-kind assistance; and

WHEREAS, the Pierce County Council possesses the authority under RCW 89.08.400 to enhance the ability of the Pierce Conservation District to assist local governments by enacting an annual Resource Conservation Fee of up to five dollars (\$5.00) per parcel within the Pierce Conservation District's boundaries for a period of not greater than ten (10) years.

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

Section 1. For the reasons stated above, the City Council hereby requests that the Pierce County Council, in accordance with RCW 89.08.400, enact an annual Resource Conservation Fee of five dollars (\$5.00) for a period of 1 year within the corporate boundaries of the City of Gig Harbor.

RESOLVED this 23<sup>rd</sup> day of November, 2009.

APPROVED:

---

MAYOR CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

---

MOLLY TOWSLEE, CITY CLERK

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

PETITION FOR INCLUSION OF ADDITIONAL TERRITORY  
WITHIN THE  
PIERCE CONSERVATION DISTRICT

TO: The Washington State Conservation Commission

Pursuant to the Conservation Districts Law (Chapter 89.08 RCW) the undersigning government authorities of the City of Gig Harbor and the Pierce Conservation District, respectfully represent:

First: That heretofore the Pierce Conservation District was duly organized as a governmental subdivision of this state, and a public body corporate and politic.

Second: That there is need, in the interest of the public health, safety, and welfare, for the inclusion of the territory hereinafter described within the said Pierce Conservation District.

Third: That the territory proposed for inclusion within the said district includes substantially the following:

Incorporated City of Gig Harbor

WHEREFORE, the undersigned petitioners respectfully request that the State Conservation Commission duly define the boundaries of the additional territory; and that the State Conservation Commission determine that such additional territory be so included and made a part of the Pierce Conservation District.

Pierce Conservation District

City of Gig Harbor

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Treasurer

\_\_\_\_\_  
Council Member

\_\_\_\_\_  
Member

\_\_\_\_\_  
Council Member

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



City of Gig Harbor Savings to Citizens by Joining Pierce Conservation District/Stream Team



	Approx # of Parcels in Gig Harbor	PCD Assessment	Cost
Proposed Assessment to Citizens for Joining Pierce Conservation District/Stream Team	3,000	\$5	\$15,000
		<b>Cost to Citizens =</b>	<b>\$15,000</b>

Ongoing Annual Budget Objective and Description	Estimated Costs to Citizens		Net Savings
	With Stream Team Involvement	Without Stream Team Involvement	
<b>Annual Maintenance of Public Facilities</b> This work is routinely a task of the City's Operations Division. However, in certain locations requiring vegetation removal and/or placement that are visible to the public and require unique maintenance where heavy equipment should not be used (e.g. Austin Estuary Park, areas along Cushman Trail, Donkey Creek Park, Crescent Creek Park, Wilkinson Farm Park) Stream Team could provide review of existing maintenance and coordinate volunteer efforts to perform the necessary maintenance.	\$90,000	\$100,000	\$10,000
<b>Annual Homeowner Technical Assistance</b> As part of the City's 2007 NPDES Phase 2 Municipal Stormwater Permit the City is required to document maintenance of private stormwater facilities. This includes assisting owners of private stormwater facilities with understanding the maintenance requirements, appropriate techniques, and function of the stormwater facilities they are supposed to be maintaining. At neighborhood meetings, such as those with homeowner associations, the City would describe maintenance regulations while Stream Team could provide technical assistance by demonstrating and describing how to perform maintenance that meets the City's regulations.	\$4,000	\$10,000	\$6,000
<b>Annual NPDES Stormwater Public Outreach and Education</b> This ongoing task is a requirement of the City's 2007 NPDES Phase 2 Municipal Stormwater Permit and requires the City to inform and educate the public on the various aspects of municipal stormwater runoff. Stream Team could assist the City in completing this task by coordinating with the City on stormwater outreach and education at public events, coordinating informational postings and brochures, sharing data, and sharing resources related to stormwater education. Stream Team staff is well versed in outreach and education, stream monitoring, education of monitoring techniques, and regularly collects monitoring data in Gig Harbor creeks.	\$62,000	\$70,000	\$8,000
		<b>Savings to Citizens =</b>	<b>\$24,000</b>

Project Specific Budget Objective and Description	Estimated Costs to Citizens		Net Savings
	With Stream Team Involvement	Without Stream Team Involvement	
<b>Garr Creek Tributary Study (FY 2010)</b> This project will review potential causes for severe erosion occurring in the tributary to Garr Creek in Gig Harbor north of Briarwood Lane and east of 38th Avenue. The City will likely contract with a consultant for a majority of this work. Stream Team's participation could include stream/ravine wall vegetation review and recommendations.	\$35,000	\$40,000	\$5,000
<b>Donkey Creek Daylighting (FY 2010-2012)</b> This project removes a culverted section of Donkey Creek, approximately 300 long, at the receiving waters of Gig Harbor and re-establishes the historic creek channel to a more native state. This work will include removal of the existing roadway, excavating creek sidewalls, re-introducing a natural creek bed, and planting native vegetation to stabilize the channel. Stream Team's participation could include development and/or review of the creek channel planting plan, implementation of the recommended plantings with the use of volunteers, and monitoring.	\$2,029,500	\$2,050,000	\$20,500
<b>50th Street Box Culvert (FY 2011)</b> This project widens 50th Street west of KLM Park to allow for new pedestrian facilities and requires replacing the existing culvert at 50th Street with a new culvert, which also allows for fish passage. Stream Team's participation could include development and/or review of the creek channel replanting plan and implementation of the recommended plantings with the assistance of volunteers.	\$1,584,000	\$1,600,000	\$16,000
<b>Garr Creek Tributary Construction (FY 2012-2014)</b> This project would be defined based on the results of the 2010 Garr Creek Tributary Study. After construction of a defined project Stream Team's participation could include development and/or review of the creek channel replanting plan and implementation of the recommended plantings with the assistance of volunteers.	\$195,000	\$200,000	\$5,000
<b>Low Impact Design and Development (FY 2010-2014)</b> The City has multiple transportation projects identified in the Capital Facilities Element of the City's Comprehensive Plan that include construction of new stormwater conveyance, treatment and detention. For each of these projects the City will review the feasibility of incorporating into the project stormwater low impact design concepts. Stream Team could assist with the review and development of low impact development facilities.	\$4,975,000	\$5,000,000	\$25,000
		<b>Savings to Citizens =</b>	<b>\$71,500</b>



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

**Subject:** Resolution - Community Development Fee Schedule Update

**Dept. Origin:** Public Works  
Building & Fire Safety

**Proposed Council Action:**

Pass a resolution amending fees for Community Development Land Use applications and permits, Building Permit fees, and Engineering fees.

**Prepared by:** Dick Bower, Bldg & Fire Safety Dir.  
David Stubchaer, PW Director

**For Agenda of:** November 23, 2009

**Exhibits:** Resolution

Initial & Date

**Concurred by Mayor:** CLH 11/18/09

**Approved by City Administrator:** RJK

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

**Approved by Finance Director:** [Signature]

**Approved by Department Head:** [Signature] 11-18-09

**Approved by Department Head:** [Signature] 11/18/09

<b>Expenditure Required</b>	0	<b>Amount Budgeted</b>	0	<b>Appropriation Required</b>	0
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**INFORMATION/BACKGROUND**

This resolution is an annual update to the Community Development Fee Schedule. It was last updated in Resolution No. 804 in September, 2009, but only the Planning fees were updated. The Engineering and Building Permit fees were last updated in December 2008 in Resolution No. 777.

In reviewing fees for update, the staff identified permit fees which were not commensurate with the work required to process the permit. Staff also found that there were some services being performed without charging a fee, or that the fee was extremely low. A majority of the Engineering fees are proposed to be increased approximately 2%, as well as rounding permit fees to whole numbers.

No fee increase is recommended for general building, plumbing, mechanical or fire code permit fees. New fees are being recommended for building/fire safety review of planning and engineering permits where fees were not previously charged to cover the cost of staff time for these reviews. A fee is also recommended for recovering the cost of building/fire safety department responses for investigation of emergency incidents such as fires and structural damage from vehicles and other sources.

**FISCAL CONSIDERATION**

For a fixed amount of permit activity, the proposed fee updates could increase the permit revenue by slightly more than 2%. Actual permit fee revenue will depend upon the amount of development activity.

**BOARD OR COMMITTEE RECOMMENDATION**

This issue was mentioned briefly in the November 16, 2009 Council Budget Work Study Session with no comment from Council at that time.

**RECOMMENDATION/MOTION**

Move to: Pass a resolution amending fees for Community Development Land Use applications and permits, Building Permit fees, and Engineering fees.

**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. 804 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, building permit and other community development fees by Resolution; and,

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

**WHEREAS**, although the last update that was approved in September, 2009 in Resolution No. 804 included all Land Use, Building Permit, and Engineering fees, only the Land Use fees were updated; and,

**WHEREAS**, the last update to Building Permit and Engineering fees was approved in December, 2008 in Resolution No. 777; and,

**WHEREAS**, the development services departments have identified a number of permit fees which are not commensurate with work done and have identified some permits and services for which no fee has been charged and the processing of such requires staff time; and

**WHEREAS**, the revised fee schedule reflects the City's increased costs relating to the processing of applications, inspecting and reviewing plans, investigating hazardous conditions 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 service and application fees.

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

APPROVED:

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

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Molly Towslee, City Clerk

Filed with City Clerk: \_\_\_\_\_

Passed by City Council: \_\_\_\_\_

Resolution No. \_\_\_\_\_

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, building/fire fees, third party review fees and the fees listed in 16 through 24 below are not subject to the 50% reduction. The fees below are paid at submittal of applications; see section F for fees incurred during the review process.

**1) Amendment to Comprehensive Plan**

Map Amendment	\$ 3,250.00
Urban Growth Area Adjustment	\$ 3,250.00
Text Amendment	\$ 3,250.00

**2) Amendments to Zoning Code**

Zoning District Boundary	\$ 3,250.00
Text	\$ 3,250.00
Height Restriction Area Amendment	\$ 3,250.00

**3) Conditional Use Permit**

Single-family / Accessory Dwelling Unit	\$ 550.00
Existing Nonresidential / Multiple-family Dev.	\$ 1,100.00
New Nonresidential / Multiple-family Dev.	\$ 3,250.00
<u>Building/Fire Review</u>	<u>\$ 130.00</u>

**4) Variance/Interpretation**

Single Family	\$ 550.00
Non-Single Family	\$ 1,100.00
Administrative Variance	\$ 275.00
Interpretation	\$ 550.00
<u>Variance - Building/Fire Review</u>	<u>\$ 98.00</u>

**5) Site Plan Review**

Site Plan Review – Planning	\$ 3,250.00
Site Plan Review – Engineering	\$ 1,575.00
<u>Site Plan Review – Building/Fire</u>	<u>\$ 260.00</u>
Major Site Plan Amendment – Planning	\$ 3,250.00
Major Site Plan Amendment – Engineering	\$ 1,100.00
<u>Major Site Plan Amendment – Building/Fire</u>	<u>\$ 130.00</u>
Minor Site Plan Amendment – Planning	\$ 550.00
Minor Site Plan Amendment – Engineering	\$ 450.00
<u>Minor Site Plan Amendment – Building/Fire</u>	<u>\$ 98.00</u>
Modification to approved landscape/parking plans	\$ 450.00



Building/Fire Review of parking plan	\$ 98.00
Alternative Landscape Plan	\$ 550.00

**6) Planned Residential District (PRD)**

(Exclusive of Subdivision fees)

Preliminary PRD – Planning	\$ 3,250.00
Preliminary PRD – Building/Fire	\$ 325.00
Preliminary PRD – Engineering	\$ 2,075.00
Final PRD	\$ 1,100.00
Major PRD Amendment – Planning	\$ 1,100.00
Major PRD Amendment – Engineering	\$ 700.00
Major PRD Amendment – Building/Fire	\$ 130.00
Minor PRD Amendment – Planning	\$ 550.00
Minor PRD Amendment – Building/Fire	\$ 98.00
Minor PRD Amendment – Engineering	\$ 350.00

**7) Planned Unit Development (PUD)**

(Exclusive of subdivision fees)

Preliminary PUD – Planning	\$ 3,250.00
Preliminary PUD – Building/Fire	\$ 325.00
Preliminary PUD – Engineering	\$ 2,075.00
Final PUD	\$ 1,100.00
Major PUD Amendment – Planning	\$ 1,100.00
Major PUD Amendment – Building/Fire	\$ 130.00
Major PUD Amendment – Engineering	\$ 700.00
Minor PUD Amendment – Planning	\$ 550.00
Minor PUD Amendment – Building/Fire	\$ 98.00
Minor PUD Amendment – Engineering	\$ 350.00

**8) Performance Based Height Exception**

Planning	\$1,100.00
Building/Fire	\$ 98.00

**9) Transfer of Density Credit Request** \$ 550.00

**10) Subdivisions**

Preliminary Plat – Planning	\$ 3,250.00 + \$ 55.00/lot
Preliminary Plat - Engineering	\$ 2,075.00
Preliminary Plat – Building/Fire	\$ 325.00
Final Plat – Planning	\$ 1,100.00 + \$ 55.00/per lot
Final Plat - Engineering	\$ 1,625.00
Replats – Planning	\$ 3,250.00 + \$ 55.00/lot
Replats – Building/Fire	\$ 130.00
Replats – Engineering	\$ 2,075.00
Plat Alterations/Vacation/Amendments – Planning	\$ 1,100.00
Plat Alterations/Vacations/Amend. – Building/Fire	\$ 98.00
Plat Alterations/Vacations/Amend. – Engineering	\$ 700.00

**11) Short Subdivisions**

Summary Action – Planning	\$ 1,650.00
Summary Action – Engineering	\$ 550.00
<u>Summary Action – Building/Fire</u>	<u>\$ 260.00</u>
<u>Plat Amendment – Planning</u>	<u>\$ 550.00</u>
<u>Plat Amendment – Building/Fire</u>	<u>\$ 98.00</u>
Boundary Line Adjustment – Planning	\$ 550.00
Boundary Line Adjustment – Engineering	\$ 125.00
<u>Boundary Line Adjustment – Building/Fire</u>	<u>\$ 98.00</u>

**12) Binding Site Plans**

Binding Site Plan – Planning	\$ 1,625.00
Binding Site Plan – Engineering	\$ 1,575.00
<u>Binding Site Plan – Building/Fire</u>	<u>\$ 98.00</u>
<u>Amendments/Modifications/Vacations – Planning</u>	<u>\$ 550.00</u>
<u>Amendments/Modifications/Vacations – Building/Fire</u>	<u>\$ 65.00</u>

**13) Shoreline Management Permits**

Substantial Development (based upon actual costs or fair market value, whichever is higher)

< \$10,000	\$ 1,100.00
> \$10,000 < \$100,000	\$ 2,175.00
> \$100,000 < \$500,000	\$ 3,250.00
> \$500,000 < \$1,000,000	\$ 5,425.00
> \$1,000,000	\$ 8,150.00
Variance	\$ 3,250.00
Conditional Use	\$ 3,250.00
Revision	\$ 1,100.00
Request for Exemption	\$ 550.00

**14) Communications Facilities Application Review**

<u>General Application Review – Planning</u>	<u>\$ 550.00</u>
<u>General Application Review – Building/Fire</u>	<u>\$ 65.00</u>
Special Exception	\$ 550.00
Conditional Use	\$ 3,250.00

**15) Wetlands/Critical Areas Analysis**

a) City staff review:

Steep Slopes/Erosion Hazard/Landslide Hazard	\$ 550.00
Critical Habitat/Streams	\$ 550.00
Aquifer Recharge Hydrogeologic Report	\$ 550.00
Critical Areas Preliminary Site Investigation	\$ 550.00
Critical Areas Report/Mitigation Review	\$ 550.00
Reasonable Use Permit	\$ 1,625.00
Variance	\$ 1,625.00
Flood Plain Development Permit	\$ 550.00

b) Third Party review:

Critical areas analysis report	Actual Cost
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**18) Development Agreements**

a) Development Agreements

<u>Planning</u>	\$ 1,100.00+ City Attorney fees
<u>Engineering</u>	<u>\$ 500.00</u>

b) Development Agreements which include deviations from development standards other than extending the approval duration or phasing of projects

<u>Planning</u>	\$ 5,000.00+ City Attorney fees
<u>Engineering</u>	<u>\$ 1,500.00</u>
<u>Building/Fire</u>	<u>\$ 130.00</u>

**19) Special Use Permit**

<u>Planning</u>	\$ 55.00
<u>Building/Fire</u>	<u>\$ 65.00</u>

**20) Temporary Use Permit**

<u>Planning</u>	\$ 55.00
<u>Building/Fire</u>	<u>\$ 65.00</u>

**21) Land Clearing Permit** \$ 275.00

**22) Nonconforming Use and Structure Review**

a) Nonconforming use review	\$ 550.00
b) Changes from one nonconforming use to another	\$ 1,100.00
c) Nonconforming structure review	\$ 550.00

**23) Historic Preservation**

Local Register Nomination/Removal	\$ 110.00
Certificate of Appropriateness/Waiver	\$ 110.00
Special Property Tax Valuation	\$ 110.00

**24) Appeals/Reconsideration**

To the Hearing Examiner:	
Reconsideration	\$ 165.00
Administrative Variance	\$ 275.00
Administrative Decision	\$ 275.00
To the Building Code Advisory Board:	
	\$ 550.00

**B. ENVIRONMENTAL REVIEW (SEPA)**

<b>1) Checklist</b>	\$ 325.00
<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)	\$ 275.00

**C. ANNEXATION PETITION**

Less than 10 acres	\$ 600.00
10 - 50 acres	\$ 1,500.00
50 - 100 acres	\$ 2,500.00
100 + acres	\$ 4,500.00
<u>Annexation Review – Building/Fire</u>	<u>\$ 195.00</u>
<u>Annexation Review – Public Works</u>	<u>\$ 500.00</u>

**D. REQUESTS FOR INFORMATION**

- 1) Land-use information, verbal No Charge
  
- 2) Land-use information, written response requested related to active permit No Charge

**E. STAFF PREAPPLICATION REVIEW (includes a written summary of the meeting)**

<u>Planning</u>	\$ 325.00
<u>Building/Fire</u>	<u>\$ 130.00</u>
<u>Public Works</u>	<u>\$ 130.00</u>

**F. INVOICED FEES AND DEPOSITS:**

- 1) **Additional Submittal Review Fees:** The costs above in section A include the review of the initial application and two revisions (three submittals total) plus the preparation of staff reports and administrative decisions. If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of eight hours) for the time the project planner spends reviewing each submittal thereafter.
  
- 2) **Advertising Fees:** For those applications which require a public notice to be published in a newspaper of general circulation, the applicant shall bear the costs of all advertising.
  
- 3) **Recording Fees:** For those applications which require recording of the final document, the applicant shall bear the costs of all recording.
  
- 4) **Hearing Examiner Fees:** For those applications which require a public hearing, the applicant shall bear the all the costs of the hearing examiner for the public hearing.
  
- 5) **Attorney Fees:** For those applications for a development agreement, the applicant shall bear the all the costs of the city attorney for review of the development agreement.
  
- 6) **Critical Area Review Deposit:** For those applications which require third-party consultant review of critical area reports, delineations and mitigation, the applicant shall bear the all the costs of the third-party consultant review. The applicant will be required to submit a deposit for the anticipated review prior to the consultant starting review of the project.

**G. COPY SERVICES/ADDRESS LABELS**

1) Zoning Map/Comprehensive Plan Land Use Map (24" x 36")	\$ 6.80
2) Zoning Code	\$ 49.00
3) Comprehensive Plan	\$ 35.00
4) Shoreline Master Program	\$ 15.00
5) Critical Areas Map (24"x 36")	\$ 6.80
6) Visually Sensitive Area (24"x 36")	\$ 6.80
7) Design Manual ( <u>GHMC 17.99</u> )	\$ 22.00
8) Full Size Bond Reproduction (By Outside Service)	<del>\$0.65 per SF</del> <u>Charge by outside service+\$ 5.00</u>
9) Full Size Bond Reproduction (In House)	\$ 6.80 each
10) 8-1/2" x 11" & 11" x 17" Copies	\$ <del>0.17</del> <u>0.20 each</u>
11) 8-1/2" x 11" & 11" x 17" Color Copies	\$ <del>0.27</del> <u>0.30 each</u>
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. UTILITY EXTENSION REQUEST**

\$ 560.00

**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 \$10.50 per trip over 10

Traffic Report Preparation Fees shall be charged as follows based on the number of PM Peak Hour Trips:

Tier	PM Peak Hour Trips	Traffic Report Preparation Fee
I	>2 up to 50	\$ 1,725
II	51 - 150	\$ 2,875
III	151 - 300	\$ 5,750
IV	301 - 750	\$ 8,625
V	>750	\$ 8,625 plus \$25 per trip over 750

**Engineering Permit Fees:**

Public Works Variance	\$ <del>1,301.58</del> <u>1,330.00</u>
Public Works Variance – Building/Fire Review	\$ 98.00
On-site Septic Exemption Review	\$ 250.00
Building Review-Single Family Residence (SFR)	\$ <del>86.77</del> <u>98.00</u>
Right of way (Residential)	\$ <del>408.47</del> <u>110.00</u>
Right of way (Commercial)	\$ <del>162.70</del> <u>165.00</u>
Right of way (Temporary)	\$ <del>27.12</del> <u>30.00</u>
Right of way / Vacation – Building/Fire	\$ 98.00
Water CRC (Non-SFR)	\$ <del>86.77</del> <u>90.00</u>
Sewer CRC (Non-SFR)	\$ <del>86.77</del> <u>90.00</u>
Transportation CRC (Non-SFR)	\$ <del>86.77</del> <u>90.00</u>
Comprehensive Plan Change (Utility Element)	\$ <del>1,301.58</del> <u>1,330.00</u> (plus consultant fees)
Utility System Consistency Review	\$ <del>1,301.58</del> <u>1,330.00</u> (plus consultant fees)
Banner installation/removal fee (in addition to Right of way (Temporary) fee)	\$ 100.00

**Engineering Plan Review Fees:**

Water: linear feet	\$ <del>162.70</del> <u>165.00</u> for 1st 150 linear feet (lf) + \$0.30/lf
Sewer: linear feet	\$ <del>162.70</del> <u>165.00</u> for 1st 150 linear feet (lf) + \$0.30/lf
Street or street w/curb, gutter and sidewalk	\$ <del>162.70</del> <u>165.00</u> for 1st 150 linear feet (lf) + \$0.40/lf
Curb, gutter and sidewalk only	\$ <del>162.70</del> <u>165.00</u> for 1st 150 linear feet (lf) + \$0.40/lf
Storm: Number of catch basins	\$ <del>119.34</del> <u>120.00</u> for 1st + \$16.28 for each additional
Storm: Retention and detention facilities	\$ <del>162.70</del> <u>165.00</u> for each facility
Lighting (per luminaire)	\$ <del>130.16</del> <u>135.00</u> plus \$10.85 per luminaire
Signals	\$ <del>542.33</del> <u>555.00</u> per intersection
Right-of-way access	\$ <del>43.39</del> <u>45.00</u> for each Access
Civil Permit Review – Building/Fire	\$ 325.00

Resubmittal (3rd submittal) ————— \$ 86.77 per hour (8 hour minimum)

**Additional Resubmittal Review Fees:** The fees above for Engineering Plan Review include the initial review of the plans and two revisions (three submittals total). If a project requires staff review of more than three submittals, the applicant will be charged a rate of \$100.00 per hour (minimum of four hours) for the time the staff reviewer spends reviewing each submittal thereafter, and the minimum fee is due prior to start of review of the fourth submittal. Fees above the minimum resubmittal fee shall be billed to the applicant.

**Engineering Construction Inspection Fees:**

Water: linear feet	\$ <del>292.86</del> <u>300.00</u> for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: linear feet	\$ <del>292.86</del> <u>300.00</u> for 1st 150 linear feet (lf) + \$1.63/lf
Sewer: residential step system	\$ <del>206.08</del> <u>210.00</u> for each residence
Street	\$ <del>292.86</del> <u>300.00</u> for 1st 150 linear feet (lf) + \$1.20/lf
Curb, gutter and sidewalk only	\$ <del>292.86</del> <u>300.00</u> for 1st 150 linear feet (lf) + \$1.20/lf
Storm	\$ <del>141.00</del> <u>145.00</u> per retention area + \$0.60/lf pipe
Lighting (per luminare)	\$ <del>141.00</del> <u>145.00</u> + \$16.48 per luminare
Signals	\$ <del>1,117.19</del> <u>1,140.00</u> per intersection
Right-of-Way Access - Overhead	\$ <del>344.55</del> <u>320.00</u> for 1st 150 linear feet (lf) + \$0.08/lf
Right-of-Way Access – Underground	\$ <del>344.55</del> <u>320.00</u> for 1st 150 linear feet (lf) + \$0.17/lf
Grease interceptor permit	\$ <del>346.50</del> <u>500.00</u>



**K. BUILDING PERMIT FEES**

**Table 1-1  
Building Permit Fees**

<b>Total Valuation</b>	<b>Fee</b>
\$1.00 to \$500.00	\$33.08
\$501.00 to \$2,000.00	\$33.08 for the first \$500.00 plus \$4.88 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$95.45 for the first \$2,000.00 plus \$20.07 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$534.72 for the first \$25,000.00 plus \$14.09 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$879.65 for the first \$50,000.00 plus \$10.85 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1,357.99 for the first \$100,000.00 plus \$8.68 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$4,419.94 for the first \$500,000.00 plus \$7.05 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$7,665.22 for the first \$1,000,000.00 plus \$4.87 for each additional \$1,000.00 or fraction thereof
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.	\$68.32 for the first 10,000 plus \$34.16 each additional 10,000 or fraction thereof.
100,001 to 200,000 Cu. Yds.	\$368.78 for the first 100K plus \$18.97 for each additional 10,000 or fraction thereof.
200,001 Cu. Yds. or more	\$549.92 for the first 200,000 plus \$10.85 for each additional 10,000 or fraction thereof.
<b>Grading Permit Fees</b>	
100 Cu. Yds. or less	\$50.98
101 to 1000 Cu. Yds.	\$50.98 for the first 100 Cu. Yds. plus \$24.95 for each additional 100 Cu. Yds or fraction thereof.
1,001 to 10,000 Cu. Yds.	\$266.28 for the first 1,000 Cu. Yds. plus \$20.07 for each additional 1,000 Cu. Yds. or fraction thereof.
10,001 to 100,000 Cu. Yds.	\$444.16 for the first 10,000 Cu. Yds. plus \$91.11 for each additional 10,000 Cu. Yds. or fraction thereof.
100,001 Cu. Yds or more	\$1,257.10 for the first 100,000 Cu. Yds. plus \$50.98 for each additional 10,000 Cu. Yds. or fraction thereof.

**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
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	\$54.23
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)	\$471.28 plus \$1.58 per device
Additional zones	\$ 59.12 ea. plus \$1.58 per device
Tenant Improvement	\$353.59 plus \$1.58 per device
Additional Zones	\$ 59.12 plus \$1.58 per device
Residential (1-2 fam. dwellings)	\$189.27 plus \$1.58 per device
Sprinkler supervision/notification only	\$200.66 plus \$1.58 per device
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	\$206.08 +3.15head
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	\$ 65.08 +2.36/ head
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	\$ 65.08 per hour <sup>1</sup>
2.	Reinspection fee	\$ 65.08 per hour
	Reinspection fees double accumulatively when work requiring reinspection is not corrected prior to request for reinspection. (2 <sup>nd</sup> reinspection = \$130.16; 3 <sup>rd</sup> reinspection = \$260.32 etc.)	
3.	<u>Expired permit renewal within 1 year of expiration</u>	<u>One-half (50%) of the original permit fee.</u>
4.	Inspections for which no fee is specifically indicated	\$ 65.08 per hour
5.	Fire Code Operational Permit Inspection	\$ 65.08 per hour
6.	Additional plan review required by changes, additions or revisions to approved plans (per hour - minimum charge one-half hour)	\$ 65.08 per hour
7.	Temporary Certificate of Occupancy	\$235.91
8.	Certificate of Occupancy for change in use	\$ 65.08
9.	Adult Family Home licensing inspection	\$ 65.08
10.	Investigation fee for work without a permit	100% of the permit fee in addition to the permit fee.
11.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.
12.	<u>Incident management and investigation</u>	<u>\$ 65.08 per hour<sup>1</sup></u>
13.	<u>Fire flow test</u>	<u>\$130.00</u>
14.	<u>Appeal of directors decision to BCAB</u>	<u>\$130.00</u>

<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



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

**Subject:** Wastewater Treatment Plant  
Outfall Extension – Public Works  
Contract Award

**Dept. Origin:** Public Works

**Proposed Council Action:**

**Prepared by:** Stephen Misiurak, PE  
City Engineer *h*

Authorize the Mayor to execute the Public Works Contract with Advanced American Construction, Inc., for the Wastewater Treatment Plant Outfall Extension Project in the amount of \$6,157,954.68, and authorize the City Engineer to approve expenditures up to \$50,000 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment.

**For Agenda of:** November 23, 2009

**Exhibits:** Public Works Contract

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CLH</i> 11/19/09
<b>Approved by City Administrator:</b>	<i>RDK</i> 11/19/09
<b>Approved as to form by City Atty:</b>	<i>via email</i>
<b>Approved by Finance Director:</b>	<i>DF</i> 11/19/09
<b>Approved by Department Head:</b>	<i>DF</i> 11/19/09

<b>Expenditure Required</b>	\$6,207,954.68	<b>Amount Budgeted</b>	\$8.3 Million	<b>Appropriation Required</b>	\$0
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**INFORMATION/BACKGROUND**

**PROJECT DESCRIPTION**

The Wastewater Treatment Plant Outfall Extension Project generally consists of construction of a new wastewater effluent pipe and outfall diffuser. The existing pipe is a 10" diameter pipe that extends approximately 1,600 feet east from North Harborview Drive at the Bogue Viewing Platform. The proposed pipe is a 24" diameter pipe that extends approximately 9,200 feet south to a point beyond the mouth of Gig Harbor in Colvos Passage.

This project has been planned, at least in concept, prior to the publishing of the City's 1992 Wastewater Treatment Plant Facility Plan. Since establishing the long-range plan to relocate the existing outfall, many thousands of hours of work have been dedicated to the design, permitting, and funding aspects of this project. All necessary permits have been procured for this project. However, delay of construction will cause a lapse of certain crucial permits as well as the City's contractual agreements in place with the State of Washington for this project.

A total of four bids were received for the subject work, ranging as follows:

BIDDER	BID AMOUNT
1. Advanced American Construction, Inc.	\$ 6,157,954.68
2. Manson Construction Company	\$ 6,707,770.32
3. Pacific Pipe-NW Underwater	\$ 7,091,485.72
4. Triton Marine Construction Corp.	\$ 7,517,193.12

The low bid of \$6,157,954.68, including retail sales tax, submitted by Advanced American Construction, Incorporated, is an acceptable bid that is responsive to and meets the requirements of the bid specifications.

The change order funding recommendation of \$50,000 is less than typical for this type of work and size of project. However, because of the sensitivity of this project and the limited available finances for this project, staff believes this recommendation to be appropriate.

**CONSULTANT SERVICES CONTRACTS DURING CONSTRUCTION**

The proposed consultant services during the construction of this project will include construction engineering services with Cosmopolitan Engineering Group and archeological monitoring with Cultural Resource Consultants. City Staff will be performing the project management for the duration of construction and will directly bill the project fund. The proposed consultant services contracts with Cosmopolitan Engineering Group and Cultural Resource Consultants will be presented at a forthcoming council meeting.

**FISCAL CONSIDERATION**

This project is funded by multiple sources, including Public Works Trust Fund, Department of Ecology, municipal bonds, City wastewater connection fees, and City wastewater monthly service fees.

The table below summarizes the expenditures for construction of this work. It does not include previous design and permitting costs, nor the 10% construction contingency of approximately \$844,000. Including design, permitting, construction, contingency, and project management costs, the total project budget is estimated to be \$8.3 million.

**CONSTRUCTION EXPENDITURE SUMMARY**

	<b>Basic Contract</b>	<b>Change Funds</b>	<b>Total</b>
Contract Bid	\$6,157,954.68	\$50,000	\$6,207,954.68
Cosmopolitan Engineering (Est.)	\$327,299.00	\$15,000	\$342,299.00
Cultural Resource Consultants (Est.)	\$7,075.00	\$700	\$7,775.00
Materials Testing (Est.)	\$40,000.00	\$2,000	\$42,000.00
City Staff (Est.)	\$50,000.00	\$ 0	\$50,000.00
<b>ESTIMATED TOTAL</b>	<b>\$6,582,328.68</b>	<b>\$67,700</b>	<b>\$6,650,028.68</b>

Values in *italics* are estimated

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION/MOTION**

Authorize the Mayor to execute the Public Works Contract with Advanced American Construction, Inc., for the Wastewater Treatment Plant Outfall Extension Project in the amount of \$6,157,954.68, including retail sales tax and authorize the City Engineer to approve expenditures up to \$50,000 to cover any cost increases that may result from contract change orders for extra work and differences between estimated bid quantities and actual quantities measured for payment.



**WWTP Marine Outfall Project (CSSP-0023)**

**November, 2009**

<b>Design</b>		
Design Services	Cosmopolitan Engineering Group	\$760,446
Cultural Resources Services	CRC	\$19,751
City Staff Time	City of Gig Harbor	\$75,000
<i>subtotal</i>		<b>\$855,197</b>

<b>Construction</b>		
<b>Project Management</b>		
Project Management	Cosmopolitan Engineering Group	\$342,299
Material Testing		\$42,000
Cultural Resource Consultant	Cultural Resource Consultants	\$7,775
City Staff Time	City of Gig Harbor	\$50,000
<i>subtotal</i>		<b>\$442,074</b>

<b>Construction</b>		
Construction Contract		\$6,157,955
Contingency- See PMX Cost Estimate		\$844,774
<i>subtotal</i>		<b>\$7,002,729</b>

**Total Estimated Design & Construction Costs** **\$8,300,000**

<b>Funding Sources</b>	
Costs already paid by City through 2008 (above the PWTF Design Loan amount)	\$764,447
Revenue Bond 2009	\$7,535,553

Revised: November 19, 2009

**Total Funding** **\$8,300,000**

## CONTRACT FORM

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### City of Gig Harbor, WA Wastewater Treatment Plant Outfall Extension

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Advanced American Construction, Inc., 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:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of Wastewater Treatment Plant Outfall Extension Project CSSP-0023, all in accordance with the conditions of the Contract, and shall perform any changes in the work, all in full compliance with the Contract Documents entitled "Wastewater Treatment Plant Outfall Extension Project Manual, CSSP-0023," 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 Six Million One Hundred Fifty-seven Thousand Nine Hundred Fifty-four Dollars and Sixty-eight Cents (\$6,157,954.68), including state sales tax, subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Time of the Essence: All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.
3. Days to Achieve Substantial Completion and Final Payment: The work will be substantially completed by March 14, 2011 as provided in Paragraph 14.04 of the General Conditions, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions by May 31, 2011.
4. Work shall commence and contract time shall begin on the first working day following the twentieth (20<sup>th</sup>) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later.
5. CONTRACTOR and OWNER recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the work is not completed within the times specified above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. The parties also recognize the delays, expense, and difficulties involved in proving, in a legal or arbitration proceeding, the actual loss suffered by OWNER if the work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty), CONTRACTOR shall pay OWNER the amount as specified in Section 01014 1.6, for each day that expires after the time specified for Substantial Completion until the work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse, or fail to complete the remaining work within the Contract Time or any proper extension



thereof granted by OWNER, CONTRACTOR shall, for overruns on the final contract completion date, be assessed liquidated damages on the basis of direct engineering, utility usage, interest, and related costs assigned to the project each day that expires after the time specified for completion and readiness for final payment until the work is completed and ready for final payment.

6. The CONTRACTOR shall complete work remaining following Substantial Completion as promptly as possible. Upon request by the OWNER, the CONTRACTOR shall submit a written schedule for completing the work remaining for contract completion.
7. In addition, CONTRACTOR shall pay OWNER for any fees or penalties imposed by regulators for other violations that occur as a result of the work being unready or incomplete after the time specified above.
8. 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.
9. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Drawings," "Contract Form," "Maintenance Bond," "Performance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, "Permits" and any documents referenced or incorporated into the Project Manual, Contract Documents, including, but not limited to the Technical Specifications.
10. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
11. Progress Payments; Retainage: Payment shall be made after appropriate certificate by the ENGINEER and the acceptance of that recommendation by the City Council. The retainage pursuant to State law shall be withheld from any such progress payment. As to the final payment, it represents the last of the monies remaining after prior progress payments or the total amount in the event that the sum is utilized in lieu of a performance bond. That money shall be paid only upon acceptance of the Project by the City Council and after receipt of any and all necessary releases from any governmental agency, including but not limited to, the Department of Revenue and the Department of Labor and Industries and passage of the time during which any lien may be filed against a public works project or the proceeds thereof.

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment. All such payments will be measured by the schedule of values established as provided in Paragraphs 2.07.A and 14.02 of the Standard General and Supplementary Conditions and, in the case of unit price work, based on the number of units completed.

12. Final Payment: Upon final completion and acceptance of the work in accordance with Paragraph 14.07 of the Standard General and Supplementary Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said Paragraph 14.07, less retain age and less any sum OWNER is entitled to set off against ENGINEER'S recommendation, including but not limited to liquidated damages.

Pursuant to RCW 60.28, a sum of 5 percent (5%) of the monies earned by the CONTRACTOR will be retained from progress estimates. Such retainage shall be used for the protection and payment (1) to the State with respect to taxes imposed pursuant to Title 82, RCW, and (2) the claims of any person arising under the Contract.

Release of the retainage will be made 60 days following the Final Completion Date (pursuant to RCW 39.12, and RCW 60.28) provided the following conditions are met:

- a. On contracts totaling more than \$20,000, a release has been obtained from the Washington State Department of Revenue.
- b. Affidavits of Wages Paid for the CONTRACTOR and all subcontractors are on file with the Contracting Agency (RCW 39.12.040).
- c. All claims, as provided by law, filed against the retainage have been resolved.

In the event claims are filed, and provided the conditions of 1, 2, and 3, above are met, the CONTRACTOR will be paid such retained percentage, less an amount sufficient to pay any such claims, together with a sum determined by the Contracting Agency sufficient to pay the cost of foreclosing on claims and to cover attorney's fees.

13. Business License: Contractor and all subcontractors listed in Section 00318, "List of Subcontractors" shall obtain a business license from the City of Gig Harbor for the period from Notice to Proceed to Final Completion.
14. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
15. Contractor's Representations: In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:
  - a. CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Contract Documents.
  - b. CONTRACTOR has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and underground facilities) at or contiguous to the site which may affect cost, progress, or performance of the work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by CONTRACTOR, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
  - c. CONTRACTOR is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the work.
  - d. CONTRACTOR has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site

(except underground facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of hazardous environmental conditions, if any, at the site, which have been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

- e. CONTRACTOR has become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the work.
  - f. CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
  - g. CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the work as indicated in the Contract Documents.
  - h. CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
  - i. CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.
  - j. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the work.
16. Terms: Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.
17. Assignment of Contract: No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
18. Successors and Assigns: OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.
19. Severability: Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

20. In the event of any litigation arising out of the performance of this Contract, it is agreed that the Courts of the County of Pierce, State of Washington, shall be Courts of proper venue. Further, in addition to any other relief which may be granted to the prevailing party, the Court may award the prevailing party reasonable attorneys' fees and costs.
21. The CONTRACTOR specifically bears the risk of any loss arising out of damage to the Project.
22. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.
23. THIRD-PARTY BENEFICIARY. ALL PARTIES AGREE THAT THE STATE OF WASHINGTON SHALL BE, AND IS HEREBY, NAMED AS AN EXPRESS THIRD-PARTY BENEFICIARY OF THIS CONTRACT, WITH FULL RIGHTS AS SUCH.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
Chuck Hunter, Mayor  
City of Gig Harbor  
Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

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

APPROVED FOR FORM:

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

**Subject:** First reading - 2010 budget ordinance

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

**Dept. Origin:** Finance

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

**For Agenda of:** November 23, 2009

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:**

**Approved by City Administrator**

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

**Approved by Finance Director:**

**Approved by Department Head:**

*CLH 11/18*  
*RJK 11/18/09*  
*NA*  
*DR 11/17/09*

Expenditure	Amount	Appropriation
Required      \$52,851,520	Budgeted    0	Required      \$52,851,520

**INFORMATION / BACKGROUND**

The total city budget, which includes all funds, is \$52,851,520. Total budgeted revenues for 2010 are \$43.2 million while budgeted beginning fund balances total \$9.6 million. Total budgeted expenditures for 2010 are \$43.7 million and budgeted ending fund balances total \$9.2 million.

The General Fund accounts for 18 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 26 percent and 53 percent of total expenditures. General government debt service funds are four percent of 2010 budgeted expenditures.

**FISCAL CONSIDERATION**

Total budgeted uses and resources for 2010 are \$52,851,520. This is a \$2,790,202 increase over the 2009 budget.

The increase is largely due to a \$2.3 million increase in capital projects in 2010. The three projects making up most of the increase are: the sewer outfall extension and treatment plant expansion budgeted for \$14.9 million in 2010; and the Harborview Drive water main project budgeted for \$1.9 million in 2010.

The major changes from the 2010 Preliminary Budget which was distributed to Council and the Public on October 26 are:

- The \$80,000 transfer from Public Art Capital Projects to General Fund was cancelled with direction not to spend out of the Art Capital Fund in 2010;
- Community Arts Program Funding in the amount of \$20,000 was deleted from the General Fund – Parks Departmental budget; and
- The Harborview Drive water main project was increased from \$1.4 to \$1.9 million.

The 2010 budget proposes the deletion of the following full-time equivalent employees (FTEs):

<b><u>Position Eliminated</u></b>	<b><u>FTE</u></b>	<b><u>Effective Date</u></b>
Public Works Director	1.0	January 1, 2010
Police Officer	1.0	January 1, 2010
Police Officer*	1.0	TBD
Building Inspector	1.0	January 1, 2010
Community Development Assistant	2.0	January 1, 2010
Custodian	.45	February 8, 2010
Community Services Officer**	.55	April 1, 2010
Receptionist***	1.0	April 1, 2010
Information Systems Assistant	.45	April 1, 2010
Court Clerk	.45	April 1, 2010
Maintenance Technician 1	3.0	April 1, 2010

\* The budget assumes a federal grant will fund most of this position in 2010. Once federal grant confirmation is received, this position will not be proposed for elimination in 2010.

\*\*The Community Services Officer position was cut to by 0.45 FTE to 0.55 FTE in July 2009. The balance is being eliminated effective April 1, 2010.

\*\*\*The receptionist position is proposed for elimination as a result of the Assistant Planner position shifting to a split allocation between Planning and Building which will shift the Planning Community Development Assistant to the reception desk.

### **RECOMMENDATION / MOTION**

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

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF  
GIG HARBOR, WASHINGTON, FOR THE 2010 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 2010 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 23 and December 14, 2009 at 5:30 p.m., in the Council Chambers in the Civic Center for the purpose of making and adopting a budget for 2010 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the City Council did meet at the established time and place and did consider the matter of the 2010 proposed budget; and

**WHEREAS**, major tax revenues have declined in recent years, while unit costs and the need for capital projects has gone up; and

**WHEREAS**, the 2010 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 2010 and being sufficient to meet the various needs of Gig Harbor during 2010.

**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 2010 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 2010 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2010 as set forth in the following:



**2010 BUDGET APPROPRIATIONS**

<b>FUND / DEPARTMENT</b>	<b>AMOUNT</b>
001 <b>GENERAL GOVERNMENT</b>	
01 Non-Departmental	\$2,113,700
02 Legislative	27,850
03 Municipal Court	325,050
04 Administrative / Financial / Legal	1,287,450
06 Police	2,589,888
14 Planning / Building / Public Works	1,194,950
15 Parks and Recreation	441,975
16 City Buildings	249,038
19 Ending Fund Balance	1,191,418
<b>TOTAL GENERAL FUND - 001</b>	<b>9,421,319</b>
101 STREET OPERATING	2,003,958
102 STREET CAPITAL	5,705,350
105 DRUG INVESTIGATION STATE	44,742
106 DRUG INVESTIGATION FEDERAL	37,370
107 HOTEL / MOTEL FUND	346,109
108 PUBLIC ART CAPITAL PROJECTS	97,775
109 PARK DEVELOPMENT FUND	736,144
110 CIVIC CENTER DEBT RESERVE	4,076,262
208 LTGO BOND REDEMPTION	1,263,536
209 2000 NOTE REDEMPTION	70,451
210 LID 99-1 GUARANTY	96,728
211 UTGO BOND REDEMPTION	528,353
301 CAPITAL DEVELOPMENT FUND	209,992
305 GENERAL GOVT. CAPITAL IMPROVEMENT	239,004
309 IMPACT TRUST FEE	30,104
401 WATER OPERATING	1,683,625
402 SEWER OPERATING	3,599,770
407 UTILITY RESERVE	191,345
408 UTILITY BOND REDEMPTION FUND	457,999
410 SEWER CAPITAL CONSTRUCTION	17,036,541
411 STORM SEWER OPERATING	1,101,415
412 STORM SEWER CAPITAL	458,437
420 WATER CAPITAL ASSETS	3,413,306
605 LIGHTHOUSE MAINTENANCE TRUST	1,886
<b>TOTAL ALL FUNDS</b>	<b>\$52,851,520</b>

Section 3. Attachment "A" is adopted as the 2010 personnel salary schedule.

Section 4. Due to budget constraints, the city does not authorize funding for "top step" bonuses for city employees in 2010.

Section 5. The city clerk is directed to transmit a certified copy of the 2010 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. 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, 2009.

CITY OF GIG HARBOR

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

ATTEST:

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

Filed with city clerk: 11/\_\_\_/09

Passed by the city council: 12/\_\_\_/09

Date published: 12/\_\_\_/09

Date effective: 12/\_\_\_/09

POSITION	2010 RANGE	
	Minimum	Maximum
City Administrator	9,323	11,654
Chief of Police	7,758	9,698
<del>Public Works Director</del>	<del>7,283</del>	<del>9,104</del>
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
Senior Engineer	6,184	7,730
Tourism Marketing Director	5,933	7,416
Police Sergeant	6,207	7,103
Public Works Superintendent	5,651	7,064
Wastewater Treatment Plant Supervisor	5,651	7,064
Court Administrator	5,592	6,990
Senior Planner	5,562	6,953
City Clerk	5,546	6,933
Associate Engineer	5,440	6,800
Accountant	5,255	6,569
Assistant Building Official/Fire Marshall	5,153	6,441
Field Supervisor	5,041	6,301
Associate Planner	4,563	5,704
Police Officer	4,518	5,647
Construction Inspector	4,450	5,563
Planning / Building Inspector	4,450	5,563
Payroll/Benefits Administrator	4,400	5,501
Wastewater Treatment Plant Operator	4,247	5,309
Mechanic	4,155	5,194
Information System Assistant	4,120	5,150
Assistant City Clerk	4,086	5,108
Engineering Technician	4,086	5,108
Executive Assistant	4,086	5,108
Special Projects Coordinator	4,086	5,108
Maintenance Technician II	3,972	4,965
Assistant Planner	3,959	4,949
Permit Coordinator	3,959	4,949
Community Development Assistant	3,754	4,693
Community Services Officer	3,734	4,667
Finance Technician	3,721	4,651
Lead Court Clerk	3,591	4,489
Administrative Assistant	3,300	4,125
Police Services Specialist	3,247	4,059
Court Clerk	3,203	4,004
Custodian	3,190	3,988
Maintenance Technician I (Laborer)	3,190	3,988
Administrative Receptionist	2,794	3,493
Community Development Clerk	2,794	3,493