

Gig Harbor City Council Meeting

**December 14, 2009
5:30 p.m.**



**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
Monday, December 14, 2009 – 5:30 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

1. Approval of the Minutes of City Council Meeting of November 23, 2009.
2. Correspondence / Proclamations: Letter regarding a New Liquor Store.
3. Liquor License Actions: a) Renewals: Thai Hut Restaurant; Cigar Land; Gig Harbor Chevron; The Inn at Gig Harbor; Brix 25 Restaurant; Fondi Restaurant; and LeLe at Gig Harbor Restaurant; b) Application in Lieu of Current Privilege: Sip at the Wine Bar.
4. Amendment to City Attorney Agreement.
5. Amendment to Interlocal with PenMet Parks District.
6. Shorecrest Sewer System Drainfield Study.
7. Establishment of an HRA/VEBA Policy.
8. LID Assessment Segregation.
9. Resolution No. 815 - Declaration of Rights of Way: Gig Harbor North Water Tank and Cushman Trail Restroom.
10. State and Federal Lobbying Agreements.
11. WWTP Outfall Extension Project / Construction Engineering Services and Archeological Services Contract(s).
12. Sanitary Sewer Easement and Facilities Maintenance Agreement – Gig Harbor Marina / Bayview Project.
13. Approval of Payment of Bills for December 14, 2009: Checks #62389 through #62535 in the amount of \$2,385,235.93.
14. Approval of Payroll for the month of November: Checks #5585 through #5606 in the amount of \$325,736.83.

APPEAL HEARING: Appeal of Denial of Encroachment Permit – Lisa Clark.

OLD BUSINESS:

1. Second Reading of Ordinance – 2009 Comprehensive Plan Amendments.
2. Final Public Hearing and Second Reading of Ordinance – 2010 Proposed Budget.

NEW BUSINESS:

1. Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Plan (TIP).

STAFF REPORT:

PUBLIC COMMENT:

MAYOR'S REPORT / COUNCIL COMMENTS:

Council Committees / Mayor Pro tem

ANNOUNCEMENT OF OTHER MEETINGS:

1. Operations Committee: Thu. Dec 17th CANCELLED
2. Finance / Safety Committee: Mon. Dec 21st at 4:00 p.m.
3. Civic Center Furlough Day: Thu. Dec 24th
4. Civic Center Closed for Christmas: Fri. Dec 25th
5. Civic Center Furlough Days: Mon. Dec. 28th through Thu. Dec. 31st
6. Civic Center Closed for New Years Day: Fri. Jan 1st

ADJOURN:

MINUTES OF GIG HARBOR CITY COUNCIL MEETING – NOVEMBER 23, 2009

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

CALL TO ORDER: 5:33 p.m.

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.

MOTION: Move to adopt the Consent Agenda as presented.
Ekberg / Kadzik - unanimously approved.

SWEARING IN CEREMONY: Mayor Hunter invited Judge Michael Dunn to come forward to be sworn in for another term. He thanked Judge Dunn for his faithful service to the city since 1999 and performed the ceremony.

SPECIAL PRESENTATION:

1. Presentation of Proclamation of Appreciation – Metagenics. Dr Jeffrey Bland, Chief Science Officer and President, Metaproteomics Division of Metagenics, was asked to come forward and be recognized. City Administrator Rob Karlinsey then read the proclamation aloud. Dr. Bland introduced the other members from his staff and thanked the city on behalf of the 160 employees of Metagenics.

Councilmember Kadzik added that Mayor Hunter, Councilmember Young, Administrator Karlinsey and he met with representatives at the Metagenics' Campus earlier this week. He said he was impressed with their manufacturing process and the overall neighborliness of the campus.

OLD BUSINESS:

1. First Reading of Ordinance - Comprehensive Plan Amendments and Two Resolutions Adopting Development Agreements. Mayor Hunter announced that in the interest of time, the first seven, city-sponsored capital facility amendments would be grouped together.

Senior Planner Jennifer Kester introduced these seven amendments with the primary purpose of updated the city's plans:

1. COMP 09-0002: Parks, Recreation and Open Space Element.
2. COMP 09-0003: Transportation Element.
3. COMP 09-0007: Stormwater Comprehensive Plan.
4. COMP 09-0008: Wastewater Comprehensive Plan.
5. COMP 09-0009: Water System Plan.
6. COMP 09-0010: Capital Facilities Element.
7. COMP 09-0011: Utilities Element.

She explained that the Planning Commission recommended approval of all seven and any conditions have been incorporated. She said that Jeff Langhelm would address comments from the public hearing

Mr. Langhelm said that clarification was requested on placement of lift stations at the low point of the topographic wastewater basins. He said that he has proposed additional language, which is included in the agenda bill that will further clarify this intent. He said another question was related to reducing the requirement of 1,500 gallons per minute fire flow to 1,000 gallons per minute. He said the International Fire Code establishes the 1,000 gpm flow for residences smaller than 3600 square feet and so the change was to reflect the IFC. He said the city has more than that capacity in almost all areas; any house over 3600 s.f. located in an area beyond the city's capacity would require a sprinkler system.

Councilmember Franich voiced concern that lowering the number would force people to sprinkler their houses, especially existing homes that become non-compliant due to an act of nature. He asked about any consequences to the city retaining the higher number.

Mr. Langhelm said that this section of the IFC only pertains to residential building itself; the proposed lower number refers only to the city's water system. Staff reviewed to make sure our water system could supply the minimum IFC requirement of 1,000 gpm. He addressed the concern of housing having to be sprinklered by explaining that only a house located in an area of the city with less than 1,500 gpm, and over 3,600 square feet, would be required to install a sprinkler system per the IFC. He said he was unsure of the threshold for remodels.

Due to the confusing nature of the information, Councilmember Young said he would contact staff before the second reading for further clarification.

Building Official/Fire Marshal Dick Bower added that a remodel wouldn't require you to add a sprinkler system. He said that the 1,000 gpm has been in the IFC for some time and provides a savings opportunity because of the smaller pipe size. He added that the new sprinkler systems are much less obtrusive than the old, saying that within the next six years sprinkler systems will be required in all new construction.

MOTION: Move to instruct staff to come back with language for the water system plan that retains the 1,500 gpm requirement.
Franich /

Councilmembers discussed waiting for further clarification before making a change. The motion died for lack of a second.

Mayor Hunter introduced the next two amendments:

8. COMP 09-0001 – Wollochet Water System Service Area Amendment.
9. COMP 09-0013 – Stroh's Water System Service Area Amendment.

Ms. Kester explained these two water system area amendments are both related to Stroh's Water System; the Planning Commission recommended approval with conditions. A letter was received today saying Stroh's has no intent to transfer water rights to the city, which she handed out.

Jeff Langhelm said a question was asked about the number of ERUs remaining in the Stroh's Water System. He said that their water plan currently being reviewed at the Department of Health states it is capable of supplying an additional 236 ERUs.

Curt Rothenberg - 4511 92nd Ave NW. Mr. Rothenberg, Stroh's Water Company Manager, explained that the letter they submitted refers to a report done by AHBL Engineering that says there are an estimated 823 lots/parcel within their service area with the potential to develop. The 236 number from their comprehensive plan reflects those they have currently, but they are trying to get more water rights to meet the obligation to the remaining service area. He said they do not have the extra capacity to commit to one parcel for the Rush project.

Jeff Langhelm added that the city is in a similar situation; not enough current water rights to serve lots that will be developed in the future.

Councilmember Young asked for clarification on how a water company could deny water service and if this is an issue of the extension distance or actual number of ERUs requested. Mr. Langhelm said Rush Development requested water and Stroh's did not provide it even though it is in their service area. It will be up to Pierce County to enforce unless another water purveyor elects to extend water.

Councilmember Young offered to speak to Rush Construction to clarify the intent. He said that it seems odd that the city with its own limited water capacity would assume additional connections and then grant fire flow back to Stroh's to serve our own potential customers. Jeff Langhelm clarified that the request for fire flow doesn't impact any of the city's ERUs, but the request to serve the Rush Project would.

Mr. Rothenberg further explained that the Rush Development request for 50-100 ERUs places a hardship on the water company to provide service down the road. They told Rush that they are submitting an updated Comprehensive Plan and will have to wait for approval before committing. Rush then decided to come to the city to seek service, which would be good for Stroh's. He said he didn't the number of additional water rights that are being sought with their 1997 request. He then explained that they don't have the latest numbers from Rush to know how many ERUs will be required; once their Comprehensive Plan in approved they will have a better idea if they can provide some ERUs to this project.

Paul Cyr – 5606 55th Ave NW. Mr. Cyr testified in support of the Planning Commission recommendation to adopt this Comp Plan Amendment. He said that once the Stroh's water rights are approved they may still provide a portion of the water to the Rush project. The reason Rush came to the city is because the city's line is 350 feet away and can serve both domestic and commercial uses as well as fire flow.

Ms. Kester introduced the next amendment: 10. COMP 09-0004 – Sunrise Enterprises Land Use Map Amendment. She clarified that traffic mitigation won't be evaluated until a project is proposed. She did say that the Engineering staff evaluated this request and determined that there will be no increase in density due to the map amendment and that there are enough trips allocated to this area.

Ms. Kester introduced the next amendment: 11: COMP 09-0005 – Haven of Rest Land Use Map Amendment. She said the owner has proposed a development agreement that will limit the eventual rezoning of the property to R-2 if this amendment is approved. The Planning Commission recommended approval of the amendment and the development agreement with a term of 5-10 years. In addition, staff is recommending adding a limitation to cemetery use only as originally stated in the application. She explained that the property is now advertised for sale as residential. She asked for Council direction on the term duration and use limitation in the development agreement.

Councilmember Young said he would be in favor of limiting the use to cemetery rather than just an R-2 designation. Councilmember Payne agreed, adding that he would like to see the longest duration available by code to be applied. Ms. Kester responded that would be twenty years. She also explained that the city adopted an amendment that allowed only Haven of Rest to operate cemeteries in Gig Harbor; if the property is sold the new owners would not be allowed to operate a cemetery and so it must be assumed that the property would be developed as something else.

After further discussion, Staff was asked to amend the Development Agreement to limit the property to two potential uses; a cemetery or single-family dwelling at four dwelling units per acre density, and to insert a 20 year term for the agreement.

Ms. Kester introduced the final amendment: 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

She gave an overview of the four changes as a result of the public hearing and asked Council to decide upon term limits for the development agreement:

1. Section 4: The descriptions of the exhibits were updated to reflect the titles on the exhibits provided by the property owner.
2. Section 9.I: The description for the amount of parking which will be "below-average-grade" has been changed from a number to a percent of the total stalls on-site.
3. Section 9.K: A new subsection added to limit the number of curb cuts to one located on Grandview.
4. Section 16: New language added to allow the city to amend the Comprehensive Plan Land Use Map back to the R-L designation if the property owners do not apply for a rezone within two years.

Councilmember Kadzik asked if the proponent had negotiated the terms of the development agreement. Ms. Kester explained that the development agreement was drafted by the

proponent who then worked with staff for the legal text. Ms. Belbeck added that the conditions included in the agreement came from the Planning Commission recommendations.

Councilmember Franich asked for ways to mitigate the loss of trees. City Attorney Angela Belbeck explained that the development agreement could contain civil penalties, but not criminal. Any amount could be imposed as long as the developer agrees to the terms.

Ms. Kester described the code requirement for tree protection / retention during construction. She said that trees could still be lost even though every precaution is taken. Councilmember Payne said he would like to see language similar to that in the City of Lakewood's code for tree replacement in addition to a financial penalty.

Mayor Hunter questioned whether the trees to be retained have been assessed for disease.

Councilmember Kadzik also voiced a desire to save the trees, asking how we learned from past mistakes such as the trees lost at the Home Depot site and how we can prevent those types of mistakes from happening again. Ms. Kester responded that it can be monitored through certified arborist reports, stamped surveyors' reports, topographic maps, and vigilant monitoring and site inspections. She added that prior to any tree removal or excavation the chain link fence will be placed around the trees that are to be retained.

Councilmember Payne referred to Exhibit C of the development agreement which is an inventory of trees on the property, and asked if there was another way to determine which trees are to remain. Ms. Kester said that the updated development agreement contains a key with a column that indicates the trees to be saved.

Planning Director Tom Dolan said it would be important for Council to state the intent for the tree retention on this project, whether it's 38% of the healthy trees or 38% of all trees on the site. He said an arborist report could indicate that many of the trees are not healthy and need to be removed. Council needs to state whether unhealthy trees that are supposed to be retained must be replaced at a certain ratio or monetary consequences.

Councilmember Payne responded that from his perspective it is 38% of all trees, not just healthy trees. Ms. Kester brought attention to language in the development agreement that defines a significant tree as a healthy tree, the same as in city code. The development agreement calls out that 38% of the healthy trees are to be saved; the key shows which those are, assuming these trees meet the definition of healthy. There would be civil penalties or replacement requirements for trees that should be retained but are not.

Bill Conklin – 8904 Franklin Avenue. Mr. Conklin asked if the issue is just the comprehensive plan amendment, or just the trees. He was told that it is about the comp plan amendment, the trees, and the buildings. Mr. Conklin said that the issue is the comprehensive plan amendment, not this development; once you change the comprehensive plan you've changed it for all developments. He asked if the comprehensive plan is changed and the development agreement is adopted if you can go back to the old comprehensive plan or if this would be the designation from this day forward.

Ms. Kester explained that this comprehensive plan amendment is conditioned by the development agreement and if approved, the land use designation would change, but the only development allowed on this site is what's based on the development agreement. If it's not built, then no other development could occur on the site.

Mr. Conklin asked why the city is giving an exemption to this developer for this property which is a gateway to the city and could set a precedent. Ms. Kester responded that this is a legislative action so it does not set legal precedent; these are specific conditions attached to a land use map amendment for this site. Mr. Conklin then said the comp plan amendment seems to open the door to be requested again. He said that the City Council is the steward of the future and asked if this is what they want in their neighborhood; if it is fitting for Gig Harbor. He said that Council has a huge responsibility and he praised what has been done, but said this feels completely out of scale for this site.

Carl Halsan – Agent for the Property Owner. Mr. Halsan addressed the conversation regarding saving trees. He said that his clients would agree to adding language to the development agreement to give it more “oomph” and stressed that it is their intent to save every tree on the submitted drawings. He referred to a sheet in the packet that illustrates the drip line of the retained trees. He said they are familiar with temporary fencing to protect trees, adding that short of posting an armed guard, they aren’t sure what else they can do. He also said that the Lakewood landscape language requirements are okay. He then addressed the question of whether the trees are healthy; he explained that the arborist report is something that will occur in the next phase of development. He explained that the tree survey, topographic survey, and boundary survey have been melded together and should help to prevent what happened at Home Depot. He then referred to sheet 8 of the packet showing the preservation of the Madronas along Grandview.

Councilmember Franich asked Council to take a look at the legend of trees to determine the location of those which will lose their leaves during the fall and winter months. He said that the Comprehensive Plan is a land use document and confusing it with a development agreement is a fatal flaw; we should be looking at it to see if the conditions in the area justify the land use change.

Councilmember Payne asked the city attorney to speak to Section 16 of the Development Agreement. Ms. Belbeck explained that there are two changes in paragraph ‘B’ of significance. The first is to make the agreement consistent by allowing two years to apply for the rezone. The second change gives Council the ability to return the property back to its current designation if the applicant doesn’t apply or isn’t successful in obtaining a rezone after the two year period.

Ms. Kester asked for direction on the term of the agreement and was directed to make it the longest option available, twenty years.

2. Second Reading of Ordinance – Water Utility Rate Increase. David Rodenbach gave an overview of the rate increase, and explained that no changes have been made since the first reading.

Councilmember Franich asked if higher connection fees would affect the rate increase. Mr. Rodenbach said that in the past we have used connection fees for our coverage requirement in the bond market, but we now must demonstrate that we can cover the bond debt service with zero connections which is 125% of the highest outstanding debt service requirement over the term of the bonds. This is reviewed every year during the budget process; we have to demonstrate three years of debt coverage based on rates only. If the bond ordinance being drafted by Bond Counsel allows connection fees to be included down the road, the debt may be reduced.

Councilmember Young pointed out that it would be based more upon the increased income from additional connections at the new rate than the connection fees themselves. Mr. Rodenbach clarified that Council has the option to lower rates in the future as long as the city can meet the debt service with rates.

Councilmember Franich then asked for backup documentation for why the Harborview Waterline Project went from 1.4 million to 1.9 million. Mr. Rodenbach responded that he doesn't have that information but said that in the last rate study the focus was on the sewer fund and the water fund was kept low to minimize the effect on the customers. These proposed increases are a result of keeping the rates low in the past; hopefully after the next three years there won't be a need for large increases.

3. Second Reading of Ordinance – Sewer Utility Rate Increase. David Rodenbach gave an overview of the proposed rate increase in sewer rates over the next three years.

4. Second Reading of Ordinance – Stormwater Utility Rate Increase. David Rodenbach then gave an overview of the proposed rate increase of 3% in storm drainage fees in the next three years.

Councilmember Franich again asked for clarification on the reason that the Harborview Drive Waterline went from 1.4 to 1.9 million. He voiced concern that project costs are "thrown around" without any documentation.

Councilmember Ekberg answered that the initial amount was to replace the pipe to Novak and now the plan is to extend the line to Rosedale. Public Works Director David Stubchaer further explained that the 1.4 million was only construction cost and the 1.9 million encompasses the total project cost of design, materials testing, project management and construction. He pointed out that the three yearly 10% increases in water rates did not go up due to this water line replacement. To address the concern that project costs are not as clear as could be he said that he has developed a template for future projects that breaks down the costs in an easier to understand format. He said that the outfall project uses this template.

Mayor Hunter added that as a project develops, costs go up. The old waterline on Harborview Drive is in such bad shape that you can't lay one next to it without risking failure in the existing line. This job will now require additional engineering to address this.

City Administrator Rob Karlinsey explained that the project does change the bond amount but it doesn't dramatically change the debt service as it's over 20 years. That is why we are able to fit it into the rate increase. He asked Council to remember that the recommendation to replace the waterline came in late in the budget process as a result of the break in August and the realization that waterline replacement has become a top priority.

MOTION: Move to adopt Ordinance No. 1178 increasing monthly water utility rates.
Kadzik / Payne – unanimously approved.

Councilmember Franich said he cannot support the tremendous sewer rate increase.

Councilmember Young said he will support the sewer increase because the costs will actually go up and the rate payers would pay significantly more if it's not done now. The city has grants in place that will be jeopardized without this.

Councilmember Payne concurred with Councilmember Young and said he shares Councilmember Franich's frustration; he doesn't want to see these precipitous rate increases either, however because the rates have been pushed off for too many years we are left with a system on the brink of disaster.

MOTION: Move to adopt Ordinance No. 1179 increasing sewer rates.
Kadzik / Payne – five voted in favor. Councilmember Franich voted no.

MOTION: Move to adopt Ordinance No. 1180 increasing storm water utility rate.
Kadzik / Payne – unanimously approved.

NEW BUSINESS:

1. Skansie Ad Hoc Committee Maritime Pier Feasibility Report. Rob Karlinsey explained that the Skansie Ad Hoc Committee provided a series of recommendations for Skansie Park and Jerisich Dock last year and Council asked for a feasibility report for a maritime pier at this location. He said that Peter Katich, Senior Planner will provide the technical aspects of the report and after the first of the year Council will be asked to decide on an overall plan for the parks.

Peter Katich introduced Jay Spearman, Spearman Engineering, and members of the feasibility committee Guy Hoppen and Paul Conan. He explained that the feasibility study encompasses three separate elements: a pier and float system proposed for the southerly shoreline frontage of the Skansie Brothers Park; an expanded use of the reconfigured seasonal float currently used during the Maritime Gig Festival located on the central shoreline frontage of the Jerisich Dock; and a seventy-foot extension of the existing transient moorage facility located on the northerly shoreline frontage of Jerisich Dock. He gave an overview of each element.

Mr. Katich explained that mitigation would have to be directly related to the impacts associated with this project rather than using improvements at Eddon Boat or Austin Estuary. He said that every shoreline project has the same requirements and so you have multiple parties searching for mitigation sites; a good approach is to look at property you already own to match features impacted. He said competing interests at the Skansie site make it a challenge.

Mr. Katich was asked to elaborate on parking. He explained that four parking stalls have been identified in the study to be provided for the over-water pier. The City Code doesn't require parking for temporary moorage facility as opposed to an established marina. He noted that the study was developed to provide a range of development options.

Councilmember Young voiced appreciation for the work done by the committee, adding that due to the economic conditions, he doesn't foresee adding moorage at this site for quite some time, but it's good to have a plan in place.

2. Resolution - Pierce Conservation District Stream Team Proposed Assessment.

Senior Engineer Jeff Langhelm presented the background information for the city to annex into the Pierce Conservation District. He explained that this partnership would provide the city assistance with many required tasks, some of which would help meet the objectives of capital improvement projects. Once in the district, the city would also have opportunities for educational and environmental stewardship grants, as well as future opportunities with the Governor's Puget Sound Regional Partnership. Mr. Langhelm continued to describe the savings that could be realized through this partnership, noting that the recently annexed parcels already pay the conservation district assessment. He introduced Monty Mahan, Director, and other staff from the Conservation District.

Councilmember Ekberg asked who controls the rates and the possibility of withdrawing at a later date. Mr. Langhelm responded that tonight's proposed assessment is for one year and if successful, it will come back for renewal. He asked Mr. Mahan to address the other question.

Director Monty Mahan explained that the maximum that the Conservation District can assess per parcel is \$5. There is a provision for an additional \$.10 per acre for those over an acre, but it has never been exercised. He said it would take a change in state law to amend the assessment.

Councilmember Franich asked for clarification on the projected savings. Mr. Langhelm responded that the savings are based upon how much staff time will be saved in 2010 by the tasks described being completed by the Conservation District. He gave several examples of items that would normally be required of one or more city staff.

Councilmember Franich asked Mr. Mahan for a breakdown of the Conservation District Budget. Mr. Mahan responded that the budget fluctuates based upon grants; last year the total budget was approximately 1.5 million, approximately ½ which goes towards internal salaries and the rest to external projects. He described the two different types of assistance: the coordinated Stream Teams that help jurisdictions throughout the county with their NPDES requirements; and the second is access to project funding either internally through the Conservation District or grant funding through the Greater Tacoma Community Foundation for conservation of natural resources. The benefits to the jurisdictions will depend on the funding opportunities available and their staff will

work closely with the jurisdictions to make sure priorities are addressed. He addressed the process to both join the Conservation District and to authorize the assessment.

Councilmember Kadzik asked if the Stream Team could assist with the Garr Creek Tributary Study. Mr. Mahan explained that the Stream Team's core competency is re-vegetation projects which involve a large technical component as well as public involvement.

Councilmember Franich voiced opposition to the amount of bureaucracy and said even though its only \$5 he isn't convinced we will realize the savings.

Councilmember Ekberg pointed out that because it's a one-year commitment it would be easy to re-evaluate. He said he thinks it is a benefit to the citizens and the small amount of money will save staff time.

MOTION: Move to approve Resolution No. 813.
Ekberg / Kadzik – five voted in favor. Councilmember Franich voted no.

3. Resolution – Community Development Fee Schedule Update. Public Works Director David Stubchaer presented information on the annual update of the Community Development Fee Schedule. He pointed out a correction on one of the fees and turned it over to Building Official / Fire Safety Manager Dick Bower. Mr. Bower gave an overview of the building and fire fees which he said are based upon cost recovery. He addressed Council questions regarding the fees.

Councilmember Franich said he disagrees with charging for fire investigations, which he believes should be a service to the citizens for the taxes they pay.

MOTION: Move to approve Resolution No. 814.
Young / Kadzik – five voted in favor. Councilmember Franich voted no.

4. WWTP Outfall Extension Project – Construction Bid Award. City Engineer Steven Misiurak presented the background information to award the construction of the Wastewater Outfall Extension.

Rob Karlinsey stressed that this is a big deal, a moment in history and brought to Council for approval only after the rate increases were adopted.

Councilmembers congratulated Mr. Misiurak who said that he has been working on this for ten years.

MOTION: Move to 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.

Ekberg / Conan – five voted in favor. Councilmember Franich voted no.

5. Public Hearing and First Reading of Ordinance – 2010 Proposed Budget.

Finance Director David Rodenbach presented the background information on this agenda item. He described four items that have changed since the first draft of the proposed budget:

1. \$80,000 was left in the Arts Capital Fund with the proviso that it would not be spent in 2010.
2. \$20,000 for Art Grant Funding was removed.
3. Harborview Drive Watermain Replacement Project increased from 1.4 to 1.9 million.
4. Personnel changes resulting in a reduction in 5.5 FTEs and the move to the AWC HealthFirst Plan benefit package.

He said that these changes result in a budget of \$52,851,520.00. This is a 2.8 million increase over 2008 due to the WWTP, Outfall, and Harborview Drive Waterline projects.

Mayor Hunter opened the public hearing at 8:47 p.m. No one came forward to speak and the hearing closed. This will return for a second reading at the next meeting.

STAFF REPORT:

Rob Karlinsey gave an update of the meetings calendar to include an Operations Committee meeting at 3:00 p.m. and an Intergovernmental Affairs Committee meeting at 5:30 p.m. tomorrow.

David Stubchaer announced that it would be his last Council Meeting, saying it has been a pleasure serving as the Gig Harbor Public Works Director and read a list of accomplishments that occurred during his service over the past 18 months.

Rob Karlinsey said that Mr. Stubchaer has been a great help in process improvements, saying if we could afford to keep him we could use the help. He wished him well.

Councilmember Ekberg said that these are tough times and commended Mr. Stubchaer for his professional demeanor in carrying out his duties when he knew his job had been eliminated. The other Councilmembers agreed.

PUBLIC COMMENT: None.

MAYOR'S REPORT / COUNCIL COMMENTS:

Councilmember Payne mentioned the Tangadoc project, asking if there are options to address the timing issues. Rob Karlinsey said that the city is trying to be as solution-oriented as possible. The approved site plan is for a building and marina, but they only

wish to construct the marina. He asked Planning Director Tom Dolan to address the issue.

Mr. Dolan explained that the major issue is a way to provide 12 parking stalls for a marina consistent with city code. It appears they would have to amend the shoreline and site plan permit and variances to reduce the amount of landscaping / screening. The entire permit is ready for pick up, but they can only obtain financing for the marina. They have determined that the development without the building is preferred, but separating it out before the fish window is problematic. One suggestion is a development agreement that would allow construction of the marina to begin with the understanding that they would seek resolution to the permitting. He explained that City Attorney Angela Belbeck is working with their attorney to identify potential risks.

There was discussion on how screening the parking would also screen the view, public access and whether the city needs to readdress the prominent parcel requirements.

Rob Karlinsey said that we want to help them achieve the goal of building a marina only but unfortunately the site plan requires the building as well. To be under construction by January they would have to operate under the existing site plan and so a development agreement would perhaps allow alternatives such as a code change or variance to allow them to only build the marina.

Angela Belbeck responded to a question about language in the development agreement stating that a building would never be allowed. She said that problem is they could begin construction on the marina, but it wouldn't be operational until the building is constructed because the parking is part of the building on the approved site plan. A new permit approval would be required for them to utilize surface parking. If they aren't allowed to do surface parking, they would agree in the development agreement to move ahead with the building.

Councilmember Franich voiced concern with the staff and attorney time being spent working on a development agreement. Mr. Dolan said the newly adopted fees would charge \$1500 plus attorney's fees for a development agreement.

Councilmember Payne said protecting the view corridor and providing public access on this site would benefit the community. He said Tangadoe signed an agreement not to sue the city and this is an opportunity to benefit everyone.

Mr. Karlinsey said that a meeting is scheduled for tomorrow to discuss options; something may be coming back on December 14th for Council consideration.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Civic Center Furlough Day Wed. Nov. 25th
2. Civic Center Closed for Thanksgiving Holiday: Thu. Nov. 26th and Fri. Nov. 27th.
3. Operations Meeting: Tues. Nov 24th at 3:00 p.m.
4. Planning / Building Committee: Mon. Dec 7th at 5:15 p.m.

5. Intergovernmental Affairs Committee: Tue. Nov 24th at 5:30 p.m. Mon. Dec 14th
CANCELLED

ADJOURN:

MOTION: Move to adjourn at 9:19 p.m.
Young / Conan – unanimously approved.

CD recorder utilized:
Tracks 1001 – 1058

Charles L. Hunter, Mayor

Molly Towslee, City Clerk



Washington State
Liquor Control Board

November 20, 2009

The Honorable Mayor
City of Gig Harbor
3610 Grandview Street
Gig Harbor, WA 98335

Dear Mayor:

The Washington State Liquor Control Board will begin a search for a manager for the Contract Store #608 in your area. Contract Store #608 is one of the new stores approved by the Legislature this past session. This process should take about 80 days.

A location has not been determined at this time. Since this may be of interest to area residents, we are notifying you in advance.

We will advertise this business opportunity in the local paper and in the nearest metropolitan paper for two weeks beginning Sunday, November 20, 2009. We also will post a notice on the Liquor Control Board website: www.liq.wa.gov

If you have questions, please contact Jonathan Harkness, District Manager, at 273-670-0007 or by mail at PO Box 43081, Olympia, WA 98504-3081. You can also email him at jch@liq.wa.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "John Redal".

John Redal
Director
Retail Services

Cc: Jonathan Harkness, District Manager

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 12/06/2009

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20100331

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1. THAI HUT THAI CUISINE LLC	THAI HUT THAI & ASIAN CUISINE 4116 HARBORVIEW DR GIG HARBOR WA 98332 1080	078469	BEER/WINE REST - BEER/WINE
2. FENCO (USA), INC.	CIGAR LAND, GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
3. MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
4. THE INN AT GIG HARBOR, L.L.C.	THE INN AT GIG HARBOR 3211 56TH ST NW GIG HARBOR WA 98335 0000	358941	HOTEL
5. MCKENZIE RIVER RESTAURANTS, IN	BRIX 25 RESTAURANT 7707 PIONEER WAY GIG HARBOR WA 98335 1132	074950	SPIRITS/BR/WN REST LOUNGE + OFF-PREMISES SALE WINE
6. RESTAURANTS UNLIMITED, INC.	FONDI 4621 POINT FOSDICK DR NW GIG HARBOR WA 98335 1707	403079	SPIRITS/BR/WN REST SERVICE BAR OFF-PREMISES SALE WINE
7. LELE@GIG HARBOR, INC.	LELE@GIG HARBOR 4747 PT FOSDICK DR NW STE 200 GIG HARBOR WA 98335 2312	404730	SPIRITS/BR/WN REST LOUNGE +

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: 12/03/09

TO: MOLLY TOWSLEE, CITY CLERK

RE: APPLICATION IN LIEU OF CURRENT PRIVILEGE

UBI: 602-829-976-001-0001
License: 403430 - 1U County: 27
Tradename: SIP AT THE WINE BAR & RESTAURANT
Loc Addr: 4793 POINT FOSDICK DR NW #400
GIG HARBOR WA 98335-2315
Mail Addr: 1011 NE HIGH ST STE 102
ISSAQUAH WA 98029-7402
Phone No.: 425-391-6612 X-*816 KAREN LAWLER

APPLICANTS:
GIG HARBOR WINE CELLAR'S, LLC
SCELZI, LANE HOOVER
1965-01-02

Privileges Upon Approval:
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.

- | | 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 _____

SPIRITS, BEER, WINE Only

Notice to local authorities: The purpose of this attachment is to provide further information to you regarding the type of business being practiced at the proposed location. This is a pilot program still in the testing stage. If you have any questions or concerns, please contact Sharon A. Hendricks, Manager at (360) 664-1619 or e-mail sah@liq.wa.gov.

Liquor License No.: *403430-1U*

Trade name: *Sip At The Wine Bar + Restaurant*

SPIRITS/BEER/WINE RESTAURANT QUESTIONS (do not ask for nightclubs):

- ⚡ What is the primary focus of your business? **Dining restaurant**
- ⚡ What will your business hours be? **7 days wk 4:30 – 11:30 pm**
- ⚡ During what times/days do you plan on offering full meal service? **dinner service 5-10pm**
- ⚡ If you are going to have any entertainment, describe what types of entertainment you are planning to provide? **No**
- ⚡ On what days and times do you intend to provide this entertainment? **N/A**
- ⚡ Will the entertainment be live or recorded? **N/A** Will it be amplified?
- ⚡ Will your business have a dance floor, stage or other type of entertainment area? **N/A**
- ⚡ Will persons under 21 years of age be allowed in the restaurant portion-of your premises?
No minors at all times (If minor restriction is requested inform the applicant that: "The minor restriction includes employees as well as customers.")

(If Service Bar wants any added activities their fees will automatically be increased from \$1,000 to \$1,600.)

- ⚡ Do you intend to restrict minors from any portion of your premises? **See above** If so, during what times and in what portions of the premises?
- ⚡ Will a cover charge or an admission fee be charged for entry into your business? **No**

Subject: AMENDMENT TO CITY
ATTORNEY AGREEMENT

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 14, 2009

Exhibits: Addendum

Proposed Council Action:

Authorize the Mayor to execute an amended Agreement for legal services with Ogden Murphy Wallace.

Initial & Date

Concurred by Mayor:

CLK 12/7/09

Approved by City Administrator:

RJK 12/14/09

Approved as to form by City Atty:

N/A

Approved by Finance Director:

CP 12/2/09

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required (2010): Approx. \$250,000	Budgeted \$300,000	Required \$0

In the December 2008 Council Bill for the new agreement for legal services with Ogden Murphy Wallace, it stated, "In approximately six months (in or before June 2009), the rates may be renegotiated based on the City's experience and usage of the firm's services." Although it has been more than six months, it is proposed that several minor amendments be made to the agreement now that the first year of the agreement is coming to an end. Overall, the Mayor and city administrator believe that the terms of the agreement as well as the firm itself are working well for the City.

The attached proposed amendments to the agreement for City Attorney services with Ogden Murphy Wallace are summarized as follows:

- Excludes labor arbitrations and negotiations from the \$180 per hour basic service fee and moves labor arbitrations and negotiations to the "additional services" category. The basic service fee is charged for routine legal services for the first 90 hours per month. Hours in excess of 90 as well as hours spent on additional services as identified in Section A.2 of the agreement are charged at the rates in that same section (A.2).
- City Attorney time reimbursed by developers will be charged at the higher "additional services" rate rather than expend the City's first 90 hours per month at the lower basic service fee rate (See section A.2.d of the attached addendum).
- Establishes a \$120 per hour rate for use in the event a law clerk performs work under the Additional Services category (Section A.2).

- Increases the hourly rate for associates from \$170 per hour to \$180 per hour (Section A.2)
- Corrects minor errors in the original agreement

All of the above changes are shown as revisions in the attached proposed addendum.

The term of the agreement shall remain unchanged; it shall remain in effect until terminated by either party. Either party may terminate the agreement with 60 days written notice

Background:

In 2008 the City conducted a public request for proposals process for its City Attorney services. Approximately 14 firms and/or attorneys responded to the request. As a result of an initial scoring process, six firms were selected for a first round of interviews, and then three finalist firms were selected for follow up interviews. Local residents, staff, the Mayor, and several City Council members participated in the interview process. As a result of the selection process and at its December 1, 2008 public hearing, the City Council selected the law firm of Ogden Murphy Wallace (OMW) to represent the City for City Attorney and other legal services. The City Council subsequently directed staff to negotiate an agreement for legal services and bring it back for Council approval. Now that almost a year has passed, the above proposed amendments are being brought forward for City Council consideration.

FISCAL CONSIDERATION

Sufficient funds are allocated in the 2010 budget.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the amended agreement for legal services with Ogden Murphy Wallace.

**ADDENDUM NO. 1
TO
AGREEMENT FOR LEGAL SERVICES**

THIS ADDENDUM NO. 1 modifies that certain Agreement for Legal Services dated January 7, 2009 (the "Agreement") entered into between the CITY OF GIG HARBOR, a municipal corporation of the State of Washington (the "City"), and the law firm of OGDEN MURPHY WALLACE, P.L.L.C. ("OMW").

WHEREAS, the City and OMW entered into the Agreement in order to provide for the terms associated with OMW's provision of legal services to the City; and

WHEREAS, Section A of the Agreement establishes the rates that OMW charges to provide those legal services; and

WHEREAS, while the rates for Basic Services will remain the same, OMW desires to correct the rate for Associates when providing Additional Services; and

WHEREAS, OMW also desires to add a rate category for law clerks, add a provision for reimbursable services within the Additional Services section, and clarify that legal services in connection with labor arbitrations and labor negotiations are included in the Additional Services section;

NOW, THEREFORE, for and in consideration of the terms and conditions set forth below, the parties agree as follows:

1. Amendment to Section A - Rates and Services. Section A of the Agreement is amended to read as follows:

A. Rates and Services. OMW will serve as the City Attorney for the City, performing the duties and functions of the office as defined by Title 35A RCW and the ordinance of the City.

1. Basic Services. OMW will provide basic services set out in this section at the rate of \$180 an hour ("Basic Service Fee"). The Basic Service Fee would apply to up to ninety (90) hours per month for the following services:

- a. Preparation for and attendance at two monthly regular meetings of the City Council, additional Council meetings, meetings of the Planning Commission or other boards and commissions as requested by the City.
- b. Routine consultation with City staff or officials as requested by the City for items not included as Additional Services below, preparation and legal

research required in connection with such duties, and the drafting of ordinances, resolutions and legal memoranda.

- c. Review, consultation, revision and approval of public works contracts, professional services agreements, and interlocal agreements.
- d. With the exception of condemnation proceedings, preparation and review of documents and agreements, as well as consultation in real estate matters, including but not limited to the acquisition or disposition of easements, rights-of-way, or other personal property and real property interests.
- e. Legal services rendered in connection with annexation proceedings up to the Boundary Review Board level.
- f. Legal services rendered in connection with code enforcement up to the Hearing Examiner or superior court level.
- g. Legal services rendered in connection with personnel matters, except labor arbitrations and negotiations.
- h. All transit time, including transportation to and from required meetings, etc., incurred in furtherance of the above tasks (but not including transit time on regular City Council meeting days and for one additional day of City Hall office hours per month, for which there will be no cost to the City).

2. Additional Services. OMW will provide additional services set out in this section at the following rates ("Additional Services Fee"):

Firm Members (Ms. Belbeck, Mr. Tanaka and Mr. Snyder):	\$225 per hour
Associates:	\$180 per hour
<u>Law Clerks:</u>	<u>\$120 per hour</u>
Paralegals:	\$ 90 per hour

Deleted: 170

The Additional Services include:

- a. All services rendered in connection with any actual litigation, arbitration, mediation, labor negotiations, administrative hearings (including but not limited to the Growth Management Hearings Board, Shorelines Hearings Board, Pollution Control Hearings Board, Boundary Review Board) and/or enforcement proceedings wherein the City, one of its boards, or one of its officials is or likely will be a party.
- b. All services rendered in connection with real property condemnation.

c. All services rendered in connection with taxation issues, local improvement districts, assessments, bond issues and other matters where a special counsel has been or normally is retained. Such legal services, when requested to be performed by our office, will generally not substitute for but may supplement the services rendered by bond counsel.

d. All services relating to work reimbursed by developers, including but not limited to reimbursable review relating to project permit applications and development agreements.

Deleted: d

e. All services that exceed the 90-hour Basic Services cap.

Deleted: e

f. All transit time, including transportation to and from required meetings, court appearances, etc., incurred in furtherance of the above Additional Services tasks.

If other firm attorneys are to be involved in litigation and specialty work not listed in subsections A(2)(a)-(f), billing rates will be agreed upon prior to the commencement of their services. OMW acknowledges the City utilizes separate bond counsel and special counsel for personnel matters and for environmental and hazardous waste matters.

Deleted: e

3. Reimbursable Expenses. Document reproduction charges, computer-aided legal research charges, delivery fees, filing charges and other external expenses will be billed and reimbursed to the City at cost with no mark up. Transit time will be billed and reimbursed at the applicable hourly rate above. The City would not be separately invoiced for mileage reimbursement, long-distance telephone calls or facsimile transmissions.

2. Other Terms. Except as expressly modified by this Addendum No. 1, all terms and conditions of the Agreement shall remain in full force and effect.

Deleted: 4. Renegotiation. The rates set forth in this section are subject to renegotiation beginning in or before June 2009. The parties will negotiate in good faith based upon their experience in service provision. OMW acknowledges the City's right to terminate at any time.

CITY OF GIG HARBOR

OGDEN MURPHY WALLACE, P.L.L.C.

Charles L. Hunter, Mayor
Date: _____

Angela S. Belbeck, Member
Date: _____

ATTEST/AUTHENTICATED:

{ASB744876.DOC;1\00008.900000\}

Molly Towslee, City Clerk

{ASB744876.DOC;1\00008.900000\}



Subject: Amendment to Interlocal Agreement with PenMet Park District

Proposed Council Action:

Authorize the Mayor to execute the attached interlocal agreement with PenMet Park District.

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 14, 2009

Exhibits: Interlocal Agreement

Initial & Date

Concurred by Mayor:

CLH 12/2/09

Approved by City Administrator:

RJK 12/4/09

Approved as to form by City Atty:

PER EMAIL

Approved by Finance Director:

QR 12/2/09

Approved by Department Head: _____

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

INFORMATION / BACKGROUND

An interlocal agreement currently exists between the City of Gig Harbor and PenMet Park District, whereby the City allows the use of its community rooms for PenMet recreation programs and also contributes \$25,000 per year towards the Peninsula Recreation Guide. In return, PenMet Parks provides a variety of other services, including providing the guide to Gig Harbor citizens and allowing Gig Harbor citizens to participate in PenMet recreation programs.

Due to budget shortfalls, the City's \$25,000 contribution to the recreation guide will be cut in 2010, and the attached contract incorporates this proposed change. Under the proposed new contract, the City will continue to provide its community rooms for PenMet's recreation programs (when the rooms are available), and in return, PenMet will distribute its recreation guide to the citizens of the City. PenMet will also provide administrative and clerical support for the Peninsula Recreation Program including, but not limited to producing the Peninsula Recreation Guide, arranging program offerings, registration of participants, and monitoring program activities.

The term of the proposed contract is for one year (January 1 through December 31, 2010) but will automatically extend from year to year if notice is not given by December 1 of the year prior.

FISCAL CONSIDERATION

This proposed contract amendment reduces the City's contribution from \$25,000 to \$0 per year.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

Move to: Authorize the Mayor to execute the attached interlocal agreement with PenMet Park District.



INTERLOCAL AGREEMENT BETWEEN THE CITY OF GIG HARBOR AND THE PENINSULA METROPOLITAN PARK DISTRICT

THIS IS AN INTERLOCAL AGREEMENT made and entered into, pursuant to the Interlocal Cooperation Act, Chapter 39.34 of the Revised Code of Washington, by and between the City of Gig Harbor (the "City"), an optional code, non-charter municipal corporation, and Peninsula Metropolitan Park District ("PenMet Parks"), a municipal corporation, (collectively referred to as the "Parties"), relating to the operation of a Joint Recreation Program.

WHEREAS the City of Gig Harbor adopted the *2001 City of Gig Harbor Comprehensive Parks, Recreation and Open Space Plan* that encourages joint ventures and partnerships; and

WHEREAS it is an adopted goal of PenMet Parks "To provide park and recreation opportunities for our constituents through partnerships with Peninsula School District, City of Gig Harbor, Pierce County, Washington State, Key Peninsula Metropolitan Park District, and other public agencies or private organizations;" and

WHEREAS there is a need for additional recreation services within the geographic boundaries of the City of Gig Harbor and PenMet Parks, the boundaries of which are limited to the Gig Harbor Peninsula and are complementary and exclusive from each other at this time, except in the Pt. Fosdick neighborhood within the city limits; and

WHEREAS the City of Gig Harbor and PenMet Parks each desire to provide the citizens of their respective jurisdictions enhanced opportunities for recreation and park services; and

WHEREAS it is in the public interest that the Parties cooperate to provide resources to provide efficient, cost-effective delivery of recreation service; and

WHEREAS each of the Parties is a public agency within the meaning of Chapter 39.34 RCW, and citizens of both park jurisdictions customarily use parks within both districts without respect to jurisdictional boundaries and without fee for general use; and

WHEREAS both parties acknowledge that they independently have the powers, privileges or authority to perform the activities described herein, but choose to perform them jointly, to the extent described in this Agreement;

NOW, THEREFORE, pursuant to Chapter 39.34 RCW, the City of Gig Harbor and PenMet Parks agree as follows:

1. PENINSULA RECREATION PROGRAM

The Peninsula Recreation Program is a comprehensive program providing recreational opportunities in the arts, athletics, travel, life-long learning, and special events for youth, adults, and seniors.

The City of Gig Harbor and PenMet Parks will cooperate to provide the services of the Peninsula Recreation Program to citizens of both entities as described below.

For the purposes of this agreement the Executive Director of PenMet Parks or his or her designee shall be the administrator of the activities of the Peninsula Recreation Program supported by this agreement.

- 1.1 PenMet Parks will coordinate the development and distribution of the Peninsula Recreation Guide to citizens of the City and PenMet Parks.
- 1.2 PenMet Parks with the Peninsula Athletic Association will provide administrative and clerical support for the Peninsula Recreation Program including, but not limited to producing the Peninsula Recreation Guide, arranging program offerings, registration of participants, and monitoring program activities.
- 1.3 PenMet Parks will provide fiscal oversight and administration for the Peninsula Recreation Program.
- 1.4 The City will provide classroom space as available for recreation programs.
- ~~1.5 PenMet Parks will provide professional recreation services for the Peninsula Recreation Program through one half of a full time PenMet Parks employee valued at approximately \$24,000.00 per year. Nothing in this Agreement is intended to change the employment relationship between this PenMet Parks employee (or any other PenMet Parks employee) and PenMet Parks.~~
- ~~1.6 PenMet Parks will provide \$6,000 toward the publication of the initial Peninsula Recreation Guide.~~
- ~~1.7 The City of Gig Harbor will provide \$25,000 annually to PenMet Parks toward the layout, publication, and quarterly distribution of the Peninsula Recreation Guide.~~

2. USE OF FACILITIES

The City of Gig Harbor and PenMet Parks share a similar mission to provide recreational opportunities and maintain recreational facilities they own and operate, and that it is in the interests of the Parties to develop mechanisms to share equipment and expertise.

- 2.1 The Parties will cooperate as reasonably possible to enable each other to schedule rooms and facilities for use as available for recreation classes, meetings, and related events.
- 2.2 The Parties will cooperate as reasonably possible to share maintenance storage space for equipment, materials, and supplies.

3. INTERGOVERNMENTAL SERVICES

The City of Gig Harbor and the PenMet Parks share a common interest in providing governmental programs at the lowest cost, and it is in the interest of the Parties to avoid duplication of services as well as to increase efficiency in the services currently provided.

- 3.1 PenMet Parks will provide professional recreation planning services such as facilitating program development, marketing, recreation program scheduling.
- ~~3.2 In consideration of providing the services identified herein the City shall pay to PenMet Parks \$12,500 on or before March first and \$12,500 on or before September 1st of each year.~~
- ~~3.3 PenMet Parks shall provide an annual written report to the City Administrator itemizing all expenses and payments made related to the layout, publication and distribution of the Peninsula Recreation Guide within two weeks of the distribution of the Fall (Winter?) Peninsula Recreation Guide.~~

4. RELATIONSHIP OF THE PARTIES

As each party is an independent governmental entity, no agent, employee, representative or sub-consultant of a party shall be or shall be deemed to be the employee, agent, or representative of the other party. In the performance of the work described herein, each party acknowledges that it has the ability to control and direct the performance and details of the work performed by its own employees, and the other party being interested only in the results obtained under this Agreement. None of the benefits provided by a party to its employees, including, but not limited to, compensation, insurance, and unemployment insurance are available from the other party's employees, agents, representatives, or sub-consultants. Each party will be solely and entirely responsible for its acts and for the acts of its officers, agents, employees or representatives during the performance of this Agreement.

5. MODIFICATION OF AGREEMENT

This Agreement may be amended at any time, but only by the unanimous written agreement of the duly authorized representatives of the Parties.

6. TERMINATION

This Agreement shall be effective after both parties sign, and will expire on December 31, 2010, but shall be indefinitely extended unless one of the parties sends a written termination notice to the other party, which must be received by the other party on or before December 1st of any calendar year. Any Party may terminate this Agreement for any reason by giving notice to the other Party on or before December 1st of any calendar year. Said termination shall become effective on January 1 of the subsequent

year. If this Agreement is terminated as provided in this provision, neither party shall be responsible to pay for any invoices for any costs or expenses incurred after the effective date of termination. Without the written agreement of the other party, neither Party nor its staff shall commit the program to any contractual obligations that extend beyond each calendar year. Upon termination of the Agreement, any unexpended funds at the point of termination will be returned with the exception of any encumbered debt obligations to close out any program responsibilities.

7. HOLD HARMLESS AND INDEMNITY AGREEMENT

The City agrees to defend, indemnify and save harmless PenMet Parks, its board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to claims, damages, injuries, penalties, lawsuits, judgments, settlements, attorney's fees and costs by reason of any and all claims for injuries, damages, penalties or other relief based upon the alleged negligence, or wrongful conduct, of the City, its officers, agents and employees, except for the claims, lawsuits, judgments, settlements, attorneys' fees and costs, injuries, penalties and damages arising from or caused by the sole negligence or wrongful conduct of PenMet Parks, its officers, agents and employees.

PenMet Parks agrees to defend, indemnify and save harmless the City, its board or council members, officers, agents and employees, from and against all loss or expense including, but not limited to claims, damages, injuries, penalties, lawsuits, judgments, settlements, attorney's fees and costs by reason of any and all claims for injuries, damages, penalties or other relief based upon the alleged negligence, or wrongful conduct of PenMet Parks, its officers, employees and agents, except for the injuries, penalties and damages claims, lawsuits, settlements attorneys' fees and costs arising from or caused by the sole negligence or wrongful conduct of the City, its officers, employees and agents.

Such claims for damages or other relief include, but are not limited to those for personal or bodily injury including death from such injury, property damage, torts, defamation, penalties imposed by any agency of the state or federal government for failure to comply with applicable law in the performance of this Agreement. If the claim, suit or action involves concurrent negligence of more than one Party, the indemnity provisions provided herein shall be applicable only to the extent of the percentage of each Party's negligence. It is further and expressly understood that the indemnification provided herein constitutes each Party's waiver of immunity under Industrial Insurance, Title 51 RCW, but only for the purposes of this indemnification. This waiver has been mutually negotiated by the Parties. The provisions of this section shall survive the expiration or termination of this Agreement.

8. INSURANCE

- A. Both Parties 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 Parties own work including the work of the Parties agents, representatives, employees, sub-consultants or sub-contractors.

- B. Before beginning work on the project described in this Agreement, the Parties 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. Errors and Omissions or Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on an occurrence made basis.
- C. The Parties are responsible for the payment of any deductible or self-insured retention that is required by any of the Parties' insurance.
- D. Each Party shall be named as an additional insured on each Party'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 Parties reserve the right to receive a certified and complete copy of each Party's insurance policy.
- E. Each Party's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
- F. Each Party shall request from its insurer a modification of the ACORD certificate to include language that prior written notification will be given to each Party at least 30 days in advance of any cancellation, suspension or material change to either of the Parties' coverage.

9. NONDISCRIMINATION

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

10. AUDITS AND INSPECTIONS

The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by each of the Parties during the term of the Agreement and shall be maintained for a minimum of three years after termination of this Agreement.

11. ENTIRE AGREEMENT

The Parties agree that this Agreement is the complete expression of the terms hereto and any oral representations or understandings not incorporated herein are excluded.

12. NON-WAIVER OF BREACH

The failure of either party 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.

13. RESOLUTION OF DISPUTES AND GOVERNING LAW

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Administrator and the Executive Director who shall attempt to agree upon the term or provision's true intent or meaning. They may also decide any questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and PenMet Parks under any of the provisions of this Agreement which cannot be resolved by the City Administrator and the Executive Director or they cannot agree on the outcome of a disputed matter, either party may submit the matter to the Pierce County Superior Court for resolution. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the prevailing parties' expenses and reasonable attorney's fees.

14. WRITTEN NOTICE

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

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

Peninsula Metropolitan Parks District
Attn: Executive Director
P.O. Box 425
3622 Grandview Street
Gig Harbor, WA 98335

15. ASSIGNMENT

This agreement is not assignable to any other entity or individual. ~~Page 8 of 8~~
assignment of this Agreement by either party shall be void.

16. SEVERABILITY

If any section, sentence, clause or phrase of this Agreement is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

IN WITNESS WHEREOF, this Agreement has been executed by each Party on the date set forth below:

CITY OF GIG HARBOR

Mayor, Charles L. Hunter

Date: _____

ATTEST:

City Clerk, Molly Towslee

APPROVED AS TO FORM:

City Attorney, Angela Belbeck

PENINSULA METROPOLITAN PARK DISTRICT

President of the Board

Date: _____



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

Subject: Shorecrest Sewer System Drain Field Study

Dept. Origin: Public Works

Proposed Council Action:

Authorize the Mayor to execute a contract with Parametrix Engineering in the not to exceed amount of \$11,687.00 for professional services for the Shorecrest Sewer System Drain Field Study, and authorize the Public Works Director to approve expenditures of up to \$1,000 for extra services of Parametrix Engineering that may result from any necessary changes in the scope of work.

Prepared by: George Flanigan, Construction Inspector *GAF*

For Agenda of: December 14, 2009

Exhibits: Consultant Services Contract

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Initial & Date

GLH 12/2/09
RJK 12/2/09
Approved by email
DR 12/02/09
DR 12/2/09

Expenditure Required	\$12,687.00	Amount Budgeted	\$0	Appropriation Required	See Fiscal Considerations
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INFORMATION/BACKGROUND

The City of Gig Harbor Engineering and Public Works Department has acquired proposals for professional engineering services for the investigation and evaluation of the Shorecrest Community Sewer System drainfield condition and reserve drainfield area. This system is owned and operated by the City of Gig Harbor, but is outside City limits and the UGA, and currently consists of 15 sewer connections that pump effluent from individual S.T.E.P. systems to a gravity main located on Ray Nash Drive. This gravity main drains to a pump station that forces the effluent 0.4 miles to a 2.32 acre parcel where the drainfield is located. The drainfield was constructed in 1983 and was designed for 20 single family connections. The purpose of this study is to determine the overall health of the drainfield as it currently exists (15 connections), to determine the feasibility of allowing additional connections per the original septic design, and to help determine long range costs of operating the system by recommending any improvements or operational changes to the system. The City is also looking for an evaluation of the reserve drainfield area for possible future use.

City staff is working toward presenting Council with an ordinance that will establish a separate fund for the Shorecrest Sewer System. This study will provide the City with the information needed to establish proper utility rates and to identify possible future capital upgrades/ repairs needed to operate this system

in accordance with Washington State Department of Health requirements. Our overall goal is to make this system self supporting through the fees generated by the rate payers that are using this system, thereby taking the expense of operation and maintenance off of the sewer general fund.

FISCAL CONSIDERATION

While this project was not identified to be funded in 2009, there are sufficient funds available in the sewer general operating fund to cover this work.

BOARD OR COMMITTEE RECOMMENDATION

This proposed study was presented to the Public Works Operation Committee on November 24, 2009. The committee members agreed that this study was needed to determine the health of this system and recommended moving forward with this consultant services contract.

RECOMMENDATION/MOTION

Authorize the Mayor to execute a contract with Parametrix Engineering in the not to exceed amount of \$11,687.00 for professional services for the Shorecrest Sewer System Drain Field Study, and authorize the Public Works Director to approve expenditures of up to \$1,000 for extra services of Parametrix Engineering that may result from any necessary changes in the scope of work.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Parametrix, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the evaluation of the Shorecrest Sewer System Drainfield 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 Estimated Hours and Fees**, and are incorporated by this reference as if fully set forth herein;

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

TERMS

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 Eleven Thousand Six Hundred Eighty-seven Dollars and Zero Cents (\$11,687.00) 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 and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 March 31, 2010; 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,
{ASB714519.DOC;1/00008.900000}

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:
Parametrix, Inc.
ATTN: John Burk, P.E.
4660 Kitsap Way, Ste. A
Bremerton, WA 98312
(360) 377-0014
jburk@parametrix.com

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
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:

City Clerk

APPROVED AS TO FORM:

City Attorney

REQUEST FOR PROPOSAL**City of Gig Harbor****Shorecrest Sewer System and Drainfield Evaluation and Analysis**

The City of Gig Harbor is seeking proposals for professional engineering services for the analysis and evaluation of the Shorecrest Community Sewer System drainfield condition and reserve drainfield area. This system is owned and operated by the City of Gig Harbor, but is outside city limits. The system currently consists of 15 sewer collections that pump effluent from individual S.T.E.P. systems to a gravity sewer main located on Ray Nash Drive. This main flows to a lift station which pumps the effluent 0.4 miles to a 2.32 acre parcel where the drainfield is located (Pierce County parcel # 3000700180). The drainfield was designed for 20 single family connections and constructed in 1983.

The purpose of this study is to assess the overall health of the existing drainfield with 15 connections, determine the feasibility of allowing the additional 5 connections per the original design, and to help determine long range costs of operating the system by recommending any improvements or operational changes to the system. Additionally, an evaluation of the reserve drain field areas for possible future use is included in this request.

SCOPE OF WORK**PHASE 1 - EVALUATE THE HEALTH AND CONDITION OF THE EXISTING DRAIN FIELD***Measurable Phase Objectives*

The objective of Phase I is to assess the design and condition of the existing drainfield and reserve area and based on the evaluation determine whether an additional 5 residences may be added to the system per the original design. All project deliverables will be in either Microsoft® Word, Excel, Adobe® pdf, or Autodesk® AutoCAD formats.

Task 1 – Project Management*Measurable Task Objective*

In coordination with the City of Gig Harbor (City), Parametrix will prepare and manage the budget and schedule for the evaluation of the existing drainfield. This task will manage the technical scope, schedule, and budget.

Approach

Parametrix understands the City has a set budget for the project. The project will be managed to efficiently provide evaluation elements within budget. In addition, the project will be managed to meet the schedule for delivery of project documents per a schedule agreed to between Parametrix and the City. The information developed as part of this task will be monthly progress reports, schedule and updates, project correspondence, and Quality Assurance Plan.

Assumptions

The following assumptions apply to this task:

- One meeting with the City project manager at the start of work to coordinate schedule requirements, technical requirements, and other significant items that may impact the progress of the work. The meeting will occur in either the Parametrix TORO office or the City office.
- No project kick-off team meeting will be required.
- Project work will commence following the meeting with the City project manager.
- Coordination and informational updates with the City project manager will be by telephone conversation or e-mail.

Deliverables

- Monthly update of project schedule tracking the status of phase and task efforts.
- Monthly project report detailing effort and budget expended

Task 2 – Information Gathering

Measurable Task Objective

Parametrix will compile existing system design and operational records.

Approach

Contact appropriate government agencies and obtain system records as available.

Assumptions

The following assumptions apply to this task:

- The City will provide all system records currently in its possession. These may include design, construction, and operations data.
- The City will provide flow data records for sewage lift station and the drainfield dosing tank pumps.
- The City will provide operational data and procedures for the system and drainfields.
- Parametrix will provide a subconsultant for geotechnical investigation to determine soil types in the existing and reserve drainfields.
- A diagrammatic site map will be provided of the existing drainfield and reserve areas showing the location of the drainfields, system components, and any adjacent wetland areas. No wetlands delineation will be performed.
- In coordination with the State of Washington Department of Health (DOH), on-site inspection of the existing drainfield soils and components will be performed. The City will provide support as required for exposing the drainfield trenches and soils, piping, access to the system pumps, piping, and structures.
- If closed-circuit television (CCTV) inspection is required for pipe inspection, the City will provide support to open the pipes for camera access. If CCTV is required, the project will be amended to provide additional budget for the work.

Deliverables

- Copies of all reports and data collected will be provided to the City.

Task 3 – Drainfield Evaluation

Measurable Task Objective

Parametrix will evaluate the existing system components for compliance with original design and current design criteria.

Approach

Using the information collected in Task 2, Parametrix will evaluate the system components, including the force main, drainfields, and reserve areas.

Assumptions

The following assumptions apply to this task:

- The current drainfields will be evaluated against original design parameters to determine if there is capacity for up to 5 additional residences.
- The existing drainfields will be evaluated against current State of Washington DOH Design Criteria to determine if the existing system has capacity for up to 5 additional residences.
- The reserve drainfield areas will be evaluated against current State of Washington DOH Design Criteria to determine if they are suitable for future use.
- The existing sanitary sewer force main will be evaluated based on pumping tests from the lift station to the drainfield.
- Evaluation of existing drainfield components and soils will be based on information collected in Task 2.
- Reserve area evaluation will be based on geotechnical reports.
- No utility locates or field survey will be required.

Deliverables

- A Technical Letter Report stamped by a professional engineer describing the existing drainfield and system condition, capacity, reserve drainfield area availability and capacity, and evaluation of potential system expansion.

Task 4 - Review Current Operation of the System and Make Recommendations for Future Operation

Measurable Task Objective

Parametrix will evaluate the existing system structures, pumps, and components, current operating procedures and make recommendations for system improvements as appropriate.

Approach

Parametrix will evaluate the system components, including the force main and drainfields, compare operations with evaluations performed in Task 3 and recommend any system improvements including those which may be necessary for additional system users.

Assumptions

The following assumptions apply to this task:

- The City will provide operational procedures and data.
- Recommended changes will include products designed to improve or extend the life of the system.
- Cost estimate(s) will be order of magnitude for comparisons and not for use in any future construction estimates.

Deliverables

- A Technical Letter Report signed by a professional engineer outlining proposed expansion or improvements to the existing system. The report will include product recommendations and operational changes.

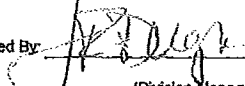
Schedule of Rates and Estimated Hours

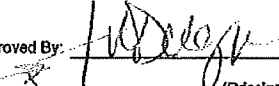
PROJECT: CITY OF GIG HARBOR, WASHINGTON

CLIENT: Shorecrest Sewer System Drainfield Evaluation

PMX #			BILLING MULTIPLIER:	STAFF	Project Manager	Project Engineer	Design	CADD	Project Coordinator	TOTAL HOURS	TOTAL COST
PHASE	TASK	DRG CODE	NA	ESTIMATED BILL RATES	\$173.00	\$165.00	\$115.00	\$59.00	\$84.00		
1	1			Project Management	2				4	6	\$682.00
	2			Information Gathering		2	6		4	14	\$1,588.00
	3			Drainfield System Evaluation		6	24	16	2	50	\$5,832.00
	4			Review and Recommendations		4	6		1	13	\$1,684.00
Labor Subtotal at Current Salary Rates					2	14	40	16	11	83	\$9,764.00
Salary Escalation				Est. % complete before next salary increase		100		Additional Labor Cost from salary escalation			
				Estimated % of next salary increase							
In-House Expense		Item	Quantity	Unit Cost	Unit	Direct Cost					
		Mileage	200	\$0.65	mile	\$110.00				\$110.00	
		Photocopies	200	\$0.09	sheet	\$18.00				\$18.00	
		Check prints	20	\$1.00	sheet	\$20.00				\$20.00	
		Final Plots		\$20.00	sheet						
		Misc.	50	\$1.00	each	\$50.00				\$50.00	
Outside Expenses			Description		Direct Cost		Markup %				\$198.00
Other Expenses							15%				
							15%				
Subconsultants			Geotechnical Engineer		\$1,500.00		15%				\$1,725.00
							15%				
							15%				
PROJECT TOTAL										\$11,687.00	

Prepared By: 
(Project Manager)

Reviewed By: 
(Division Manager)

Approved By: 
(Approver)



Subject: Establishment of a HRA VEBA Employer Policy allowing non-represented employees of the city to establish VEBA accounts and a method with which to deposit leave accruals into this account upon retirement.

Proposed Council Action: Approve the attached HRA VEBA Employer Policy authorizing a VEBA program for all non-represented City of Gig Harbor employees.

Dept. Origin: Police Department

Prepared by: Chief Mike Davis *MDH*

For Agenda of: December 14, 2009

Exhibits: VEBA Employer Policy and VEBA Definition/Funding Method Change Form

Initial & Date

Concurred by Mayor: *clh 12/7/09*
Approved by City Administrator: *RSK*
Approved as to form by City Atty: *per Email*
Approved by Finance Director: _____
Approved by Department Head: *MD 12/07/09*

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

A voluntary employees' beneficiary association (VEBA) under Internal Revenue Code section 501(c) (9) is an association organized to pay life, sick, accident, and similar benefits to members or their dependents. Funding is either through employer and/or employee contributions. Contributions are not taxed when deposited into the VEBA account or when withdrawn to pay for approved medical expenses.

Membership of a section 501(c) (9) organization must consist of individuals who are employees who have an employment-related common bond. This common bond may be a common employer (or affiliated employers), coverage under one or more collective bargaining agreements, membership in a labor union, or membership in one or more locals of a national or international labor union. In this particular situation the common bond is city employees who are not represented by a labor union (non-represented).

Under the attached VEBA policy the five (5) non-represented city employees agree to contribute \$480.00 a year or \$40.00 a month into the account. Upon retirement, employees will be allowed to contribute vacation and sick leave cash payouts directly into the VEBA account.

FISCAL CONSIDERATION

This program is employee funded. There is no cost to the employer.

RECOMMENDATION / MOTION

Move to: Authorize the approval of the HRA Employer Policy establishing a HRA VEBA Reimbursement Plan for non-represented employees of the City of Gig Harbor.

HRA VEBA
Employer Policy

Covering
City of Gig Harbor Non-represented Employees

The City of Gig Harbor ("Employer") has adopted the HRA VEBA Medical Reimbursement Plan for Public Employees in the Northwest ("Plan"). Employer shall contribute to the Plan on behalf of all non-represented employees ("Group") defined as eligible to participate in the Plan. Each eligible employee must submit a completed and signed Membership Enrollment Form to become a Plan participant and be eligible for benefits under the Plan.

Contributions on behalf of each eligible employee shall be based on the following selected funding sources/formulas:

Sick leave, vacation, and other leave cash-outs upon retirement. Eligibility is limited to employees who retire with leave cash-out rights during the term hereof. Employer contributions shall include the entire cash-out value of all unused leave days (sick, vacation, personal, etc.) accrued and available for cash-out upon retirement from service per Employer policy. Separation for any other reason such as termination or resignation will not require leave cash-out to be deposited in the VEBA account.

Sick leave, vacation, personal, and other leave cash-out annually. Eligibility is limited to employees with annual leave cash-out rights during the term hereof. Employer contributions shall include the entire cash-out value of leave days (sick, vacation, personal, PTO, etc.) accrued and available for annual cash-out per Employer policy.

Mandatory employee contributions (no individual elections permitted). The Employer shall change the Group's compensation package such that eligible employees shall receive additional benefits in the form of VEBA Plan contributions equal to \$480.00 a year (\$40.00 a month) which shall be calculated and contributed on a monthly basis and the employee's salary shall be reduced in an equal amount. Such contributions shall be made on behalf of all Group employees defined as eligible and shall be considered and referred to as Employer contributions.

Excess monthly benefit dollars. Eligibility is limited to employees with excess monthly benefit dollars provided by Employer. Employer contributions shall include all excess monthly benefit dollars on behalf of such employees.

Employer contribution in lieu of medical insurance. Eligibility is limited to employees waiving medical insurance coverage and providing proof of coverage under another employer-sponsored medical insurance plan. Employer contributions shall include the amount the Employer would have otherwise paid toward the cost of the waived medical insurance coverage on behalf of such employee.

Other. The group shall consist of all full-time non-represented employees ("Group") employed by the City of Gig Harbor

The term of this Employer Policy shall be from January 1, 2010 to January 1, 2012 (three years)

Signed for (Employer Name)

Date



Subject: LID Assessment Segregation

Dept. Origin: Finance

Prepared by: David Rodenbach, Finance Director

Proposed Council Action: Adopt resolution

For Agenda of: December 14, 2009

Exhibits: Resolution

Initial & Date

Concurred by Mayor: CH 12/7/09

Approved by City Administrator: PK 12/7/09

Approved as to form by City Atty: e-mail

Approved by Finance Director: CR 12/2/09

Approved by Department Head: _____

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

INFORMATION / BACKGROUND

Olympic Property Group LLC has submitted written request to segregate the original assessment on property located in Local Improvement District No. 99-01. RCW 35.44.410 sets forth the authority and procedures for reallocating assessments whenever it is determined a segregation should be made. This action will redistribute the original assessment to reflect the special benefit received by the affected portion of each new parcel and enhance the security of the lien enforceable by judicial foreclosure in the unlikely event that future installments are not paid in a timely manner.

FISCAL CONSIDERATION

All previously billed assessment installments have been satisfied and the applicant has paid the required engineering and clerical costs in advance.

The market value of the property in question is more than sufficient should foreclosure proceedings become necessary to collect any future delinquent installments.

BOARD OR COMMITTEE RECOMMENDATION N/A

RECOMMENDATION / MOTION

Adopt resolution.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, TO SEGREGATE ASSESSMENTS UNDER LOCAL
IMPROVEMENT DISTRICT NO. 99-01 PURSUANT TO RCW 35.44.410.**

WHEREAS, a property owner has submitted written request to segregate the original assessment on property located within Local Improvement District No. 99-01 attached as Exhibit A; and

WHEREAS, RCW 35.44.410 authorizes City Council to order the segregation of local improvement district assessments whenever the affected property is subdivided or otherwise altered by a boundary line adjustment; and

WHEREAS, the revised parcel configuration is shown on the diagram attached as Exhibit B; and

WHEREAS, RCW 35.44.410 requires that the segregation shall be made as nearly as possible on the same basis as the original assessment was levied, and that the sum of the reallocated assessments equal the amount of the original assessment before segregation; and

WHEREAS, all previously billed installments have been satisfied and the original assessment is paid current; and

WHEREAS, this segregation will enhance the security of bond obligations payable from the collection of annual installments by reallocating the unpaid balance to newly created taxable parcels as assigned by the Pierce County Assessor's Office; and now, therefore,

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

Segregation shall be made to the assessment roll of Local Improvement District No. 99-01 that was confirmed and adopted by Ordinance No. 934 on August 11, 2003.

Assessments shall be segregated in accordance with RCW 35.44.410 to real property located within the boundaries of Local Improvement District No. 99-01 and shall result in amended assessments as shown in the table attached hereto and incorporated by this reference as Exhibit C.

The combined sum of the amended assessments shall equal the amount of the original assessment before segregation.

PASSED by the City Council this ___ day of ___ 2009.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
ANGELA S. BELBECK

FILED WITH THE CITY CLERK: 00/00/2009
PASSED BY THE CITY COUNCIL: 00/00/2009
RESOLUTION NO.

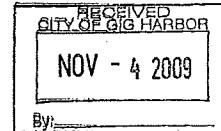
Exhibit A — Segregation Request



4423 Point Fosdick Drive NW, Suite 302
Gig Harbor, Washington 98335
P 253-851-7009
F 253-851-7161
www.harbor-hill.com
www.orm.com

November 3, 2009

Rob Karlinsey
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335



Re: LID No. 99-1

Dear Rob,

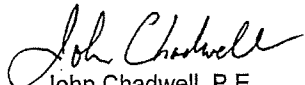
Since the adoption of LID No. 99-1, one of the parcels owned by Olympic Property Group (Tax parcel number 0222-31-1001) has been modified in a number of ways. We have done several boundary line adjustments and segregations which have resulted in additional parcels; however these actions did not re-allocate or segregate the LID debt. We would like to request that the City re-allocate the remaining LID debt amongst the revised parcels. I have attached two exhibits indicating our proposed re-allocation of the LID debt, and a map exhibit showing the original parcel and the current parcels.

As one of the "new" parcels has been sold, we will paying off 100% of the re-allocated debt attributed to Lot 4A (4002-47-0041) as soon as the re-allocation is complete.

Please let me know at your earliest opportunity if we have provided sufficient information for you to process our request, or if you need additional information.

I look forward to your response. As always, please feel free to contact me anytime if you have any questions.

Sincerely,


John Chadwell, P.E.
Senior Project Manager
Olympic Property Group
A Pope Resources Company

19245 Tenth Ave NE, Poulsbo, WA 98370 Phone: (360) 394-0555

A subsidiary of Olympic Property Group, a Pope Resources company.

Excellence in Northwest Master Planned Communities:
Port Gamble; Port Ludlow; Broadmoor, Seattle; West Hills, Bremerton;
Arborwood, Kingston; Harbor Hill, Gig Harbor.



Exhibit B — Revised Parcel Diagram

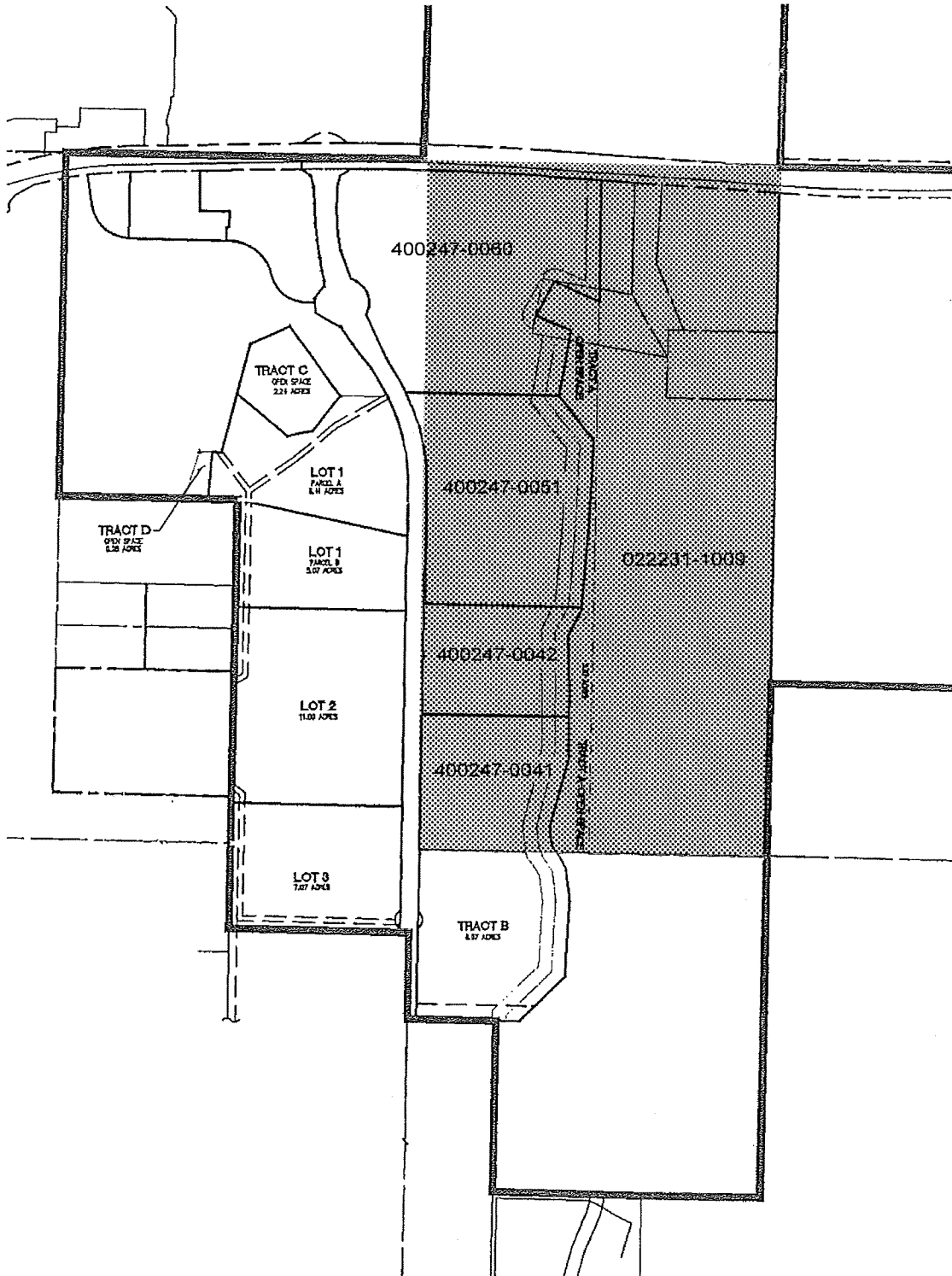


Exhibit C — Segregation of Assessment

Olympic Property Group LLC

Local Improvement District No. 99-01

ORIGINAL ASSESSMENT

Account	Tax Parcel No.	Sq Footage*	Assessment	Street Address	Balance	Interest	Pay in Full
99-018	0222-31-1001	3,418,153	148,123.87	Vacant / Unassigned	59,249.53	2,980.25	62,229.78

AMENDED ASSESSMENTS

Account	Tax Parcel No.	Sq Footage*	Assessment	Street Address	Balance	Interest	Pay in Full
99-018A	0222-31-1009	1,715,869	77,713.15	102nd St Ct NW	31,085.23	1,563.58	32,648.81
99-018B	4002-47-0041	269,201	12,192.34	10411 Harbor Hill Dr	4,876.96	245.31	5,122.27
99-018C	4002-47-0042	232,610	10,535.10	Harbor Hill Dr	4,214.04	211.97	4,426.01
99-018D	4002-47-0051	483,700	21,907.18	10811 Harbor Hill Dr	8,762.86	440.77	9,203.63
99-018E	4002-47-0060	569,124	25,776.10	11011 Harbor Hill Dr	10,310.44	518.62	10,829.06
N / A	4002-47-0070	147,649	0.00	Greenbelt / Common Areas	0.00	0.00	0.00
5 Assessed Lots					\$59,249.53	\$2,980.25	\$62,229.78

* Affected portion of parent parcel



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

Subject: Resolution - Declaration of Rights of Way

Dept. Origin: Public Works

Proposed Council Action:

Prepared by: David Stubchaer, PW Director

Approve a Resolution declaring that two parcels owned by City of Gig Harbor, APN 0222308001 and 0222316006, to be rights of way of the City of Gig Harbor.

For Agenda of: December 14, 2009

- Exhibits:**
- A. Map showing parcel 0222308001 to declare as right of way
 - B. Condition letter for short plat w/map

	Initial & Date
Concurred by Mayor:	<u>CLH 11/18</u>
Approved by City Administrator:	<u>POK</u>
Approved as to form by City Atty:	<u>via email</u>
Approved by Planning Director:	<u>TD 11/18/09</u>
Approved by Department Head:	<u>AS 11/18/09</u>

Expenditure Required	None	Amount Budgeted	N/A	Appropriation Required	None
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INFORMATION/BACKGROUND

The city owns two parcels for which the best fit for zoning purposes is "right of way".

The first parcel, APN 0222308001, is located north of Borgen Blvd. and is the location of the North Water Tank.

The second parcel, APN 0222316006, is located adjacent to the south side of Borgen Blvd., just east of the roundabout at the Cushman power lines, and is the future site of a public restroom serving a future portion of the Cushman Trail. This parcel was created by a short plat (SP 08-0001) and declaring it as right of way was a condition of approval of the short plat.

By declaring these parcels as right of way, they can serve the public good as a water tank and a public restroom respectively, while meeting the Zoning Code regulations and setbacks for right of way.

Follow up with the Pierce County Assessor's office would be required to remove the parcels from the tax roles after declaration as right of way.

FISCAL CONSIDERATION

None.

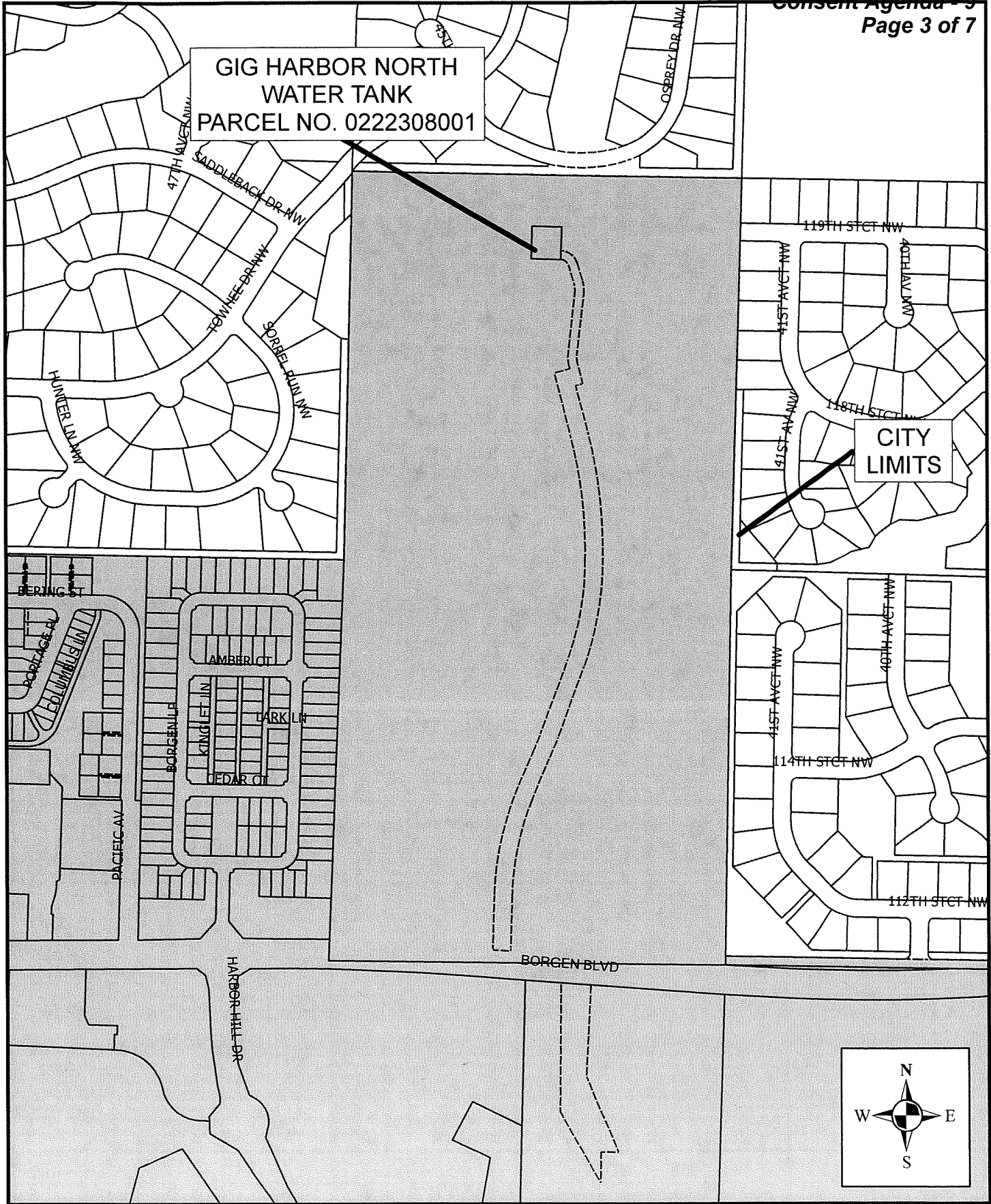
BOARD OR COMMITTEE RECOMMENDATION

This issue was discussed at the October 15th Operations and Public Projects Committee meeting and there was general agreement to proceed to declare these parcels as right of way.

RECOMMENDATION/MOTION

Approve a Resolution declaring that two parcels owned by City of Gig Harbor, APN 0222308001 and 0222316006, to be rights of way of the City of Gig Harbor.

GIG HARBOR NORTH
WATER TANK
PARCEL NO. 0222308001



GIG HARBOR NORTH WATER TANK
VICINITY MAP



COMMUNITY DEVELOPMENT DEPARTMENT

September 10, 2008

City of Gig Harbor
3510 Grandview Street
Gig Harbor WA 98312

Re: Cushman Restroom Short Plat (SP 08-0001)

Dear Mr. Stubchaer,

Based upon an analysis of the application materials and the applicable portions of the Gig Harbor Municipal Code (GHMC), the following findings and conclusions are made with regard to this short subdivision:

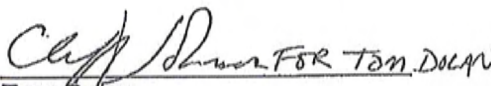
1. The application complies with GHMC 16.08;
2. Appropriate provisions have been made to ensure the public health, safety and general welfare and for such open spaces, drainage ways, streets or roads, alleys, other public ways, transit stops, potable water supplies, sanitary wastes, parks and recreation, playgrounds, schools and school grounds and all other relevant facts, including sidewalks and other planning features that assure safe walking conditions for students who walk to and from school;
3. The proposed short subdivision is in conformance with the requirements of the zone, and the adopted City of Gig Harbor Comprehensive Plan;
4. The public use and interest will be served by the platting of this subdivision and dedication.

The authority to approve short plats is granted to the Planning Director in Section 16.04.003 of the Gig Harbor Municipal Code. Approval of the proposed short plat is hereby granted, subject to the following conditions:

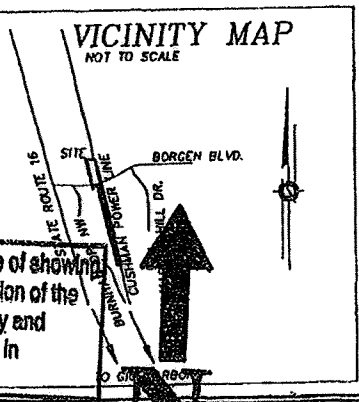
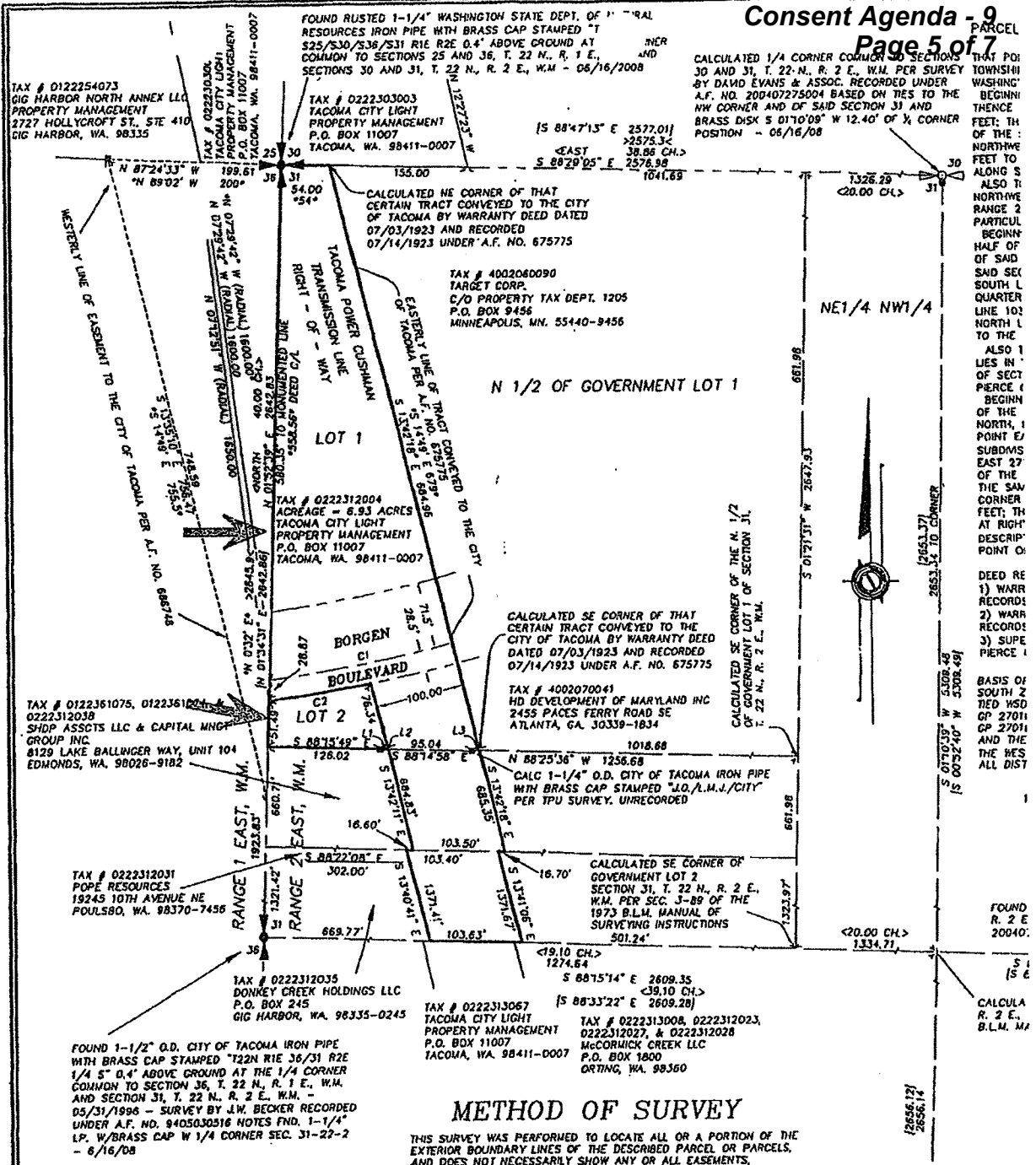
1. Lot 2 shall be designated as right of way once acquired by the City.

Please feel free to contact me if you wish to discuss this matter further. I can be contacted by telephone at (253) 851-6170 or by e-mail at dolant@cityofgigharbor.net.

Sincerely,


Tom Dolan
Planning Director
City of Gig Harbor

9.10.08
Date



This sketch is for the purpose of showing the approximate general location of the premises without actual survey and Tior Title assumes no liability in connection with the same.

METHOD OF SURVEY

THIS SURVEY WAS PERFORMED TO LOCATE ALL OR A PORTION OF THE EXTERIOR BOUNDARY LINES OF THE DESCRIBED PARCEL OR PARCELS, AND DOES NOT NECESSARILY SHOW ANY OR ALL EASEMENTS, RESTRICTIONS, AND RESERVATIONS, WHICH MAY AFFECT THIS PARCEL. WHPac, INC. ASSUMES NO RESPONSIBILITY FOR ANY ENCUMBRANCES OTHER THAN THOSE SHOWN.

THE SURVEY CONTROL SHOWN FOR THE SECTION SUBDIVISION WAS ACCOMPLISHED BY FIELD TRAVERSE UTILIZING A LIECA TOPP 1201 TOTAL STATION WITH A STANDARD DEVIATION OF 1 SECOND FOR A HORIZONTAL ANGLE MEASUREMENT AND A STANDARD DEVIATION OF 2MM+2PPM FOR A DISTANCE MEASUREMENT.

LINEAR AND ANGULAR CLOSURE OF THE TRAVERSE MEETS THE STANDARDS OF WAC 332-130-090.

LEGEND

■ FOUND MONUMENT AS NOTED
SEE PAGE 2 FOR FULL LEGEND



WHPac
724 Columbia Bl'vd, Suite 140
Olympia, WA 98512
360-764-3976 Fax: 360-764-1105
www.whpac.com

RESOLUTION NO. ____

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, DECLARING THAT CITY OF GIG HARBOR OWNED
PARCELS NUMBER 0222308001 AND 0222316006 TO BE RIGHTS OF
WAY OF THE CITY OF GIG HARBOR.**

WHEREAS, the City of Gig Harbor is the owner of certain real property, identified by the Pierce County Assessor's office as APN 0222308001 and APN 0222316006; and

WHEREAS, the City has determined that, based on the use and the proposed use of said parcels as a water tank site and a future public restroom respectively, declaration of the parcels as right of way of the City of Gig Harbor is appropriate; and

WHEREAS, the conditions of approval letter dated September 10, 2008 for the Cushman Restroom Short Plat (SP 08-0001) required that Lot 2 (APN 0222316006) shall be designated as right of way once acquired by the City; and

WHEREAS, the City Council has the power to declare parcels as rights of way.

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

Assessor Parcel Numbers 0222308001 and 0222316006, which are owned by the City of Gig Harbor, are hereby declared to be rights of way of the City of Gig Harbor.

RESOLVED by the City Council this ____ day of _____, 2009.

APPROVED:

MAYOR CHUCK HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____

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



Subject: 2010 Contract for Lobbying Services

Proposed Council Action:

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

Dept. Origin: Administration

Prepared by: Rob Karlinsey

For Agenda of: December 14, 2009
Exhibits: Lobbying Agreements

Initial & Date

Concurred by Mayor: CLH 12/8/09

Approved by City Administrator: ROK 12/8/09

Approved as to form by City Atty: VIA EMAIL

Approved by Finance Director: DR 12/8/09

Approved by Department Head: ROK

Expenditure	Amount	Appropriation
Required \$111,000	Budgeted \$111,000	Required \$0

INFORMATION / BACKGROUND

There are two proposed contracts for consulting services with Gordon, Thomas Honeywell. The first one is for state lobbying services, and the second contract is for federal lobbying services. These contracts are both one-year in duration (January-December 2010) and are a continuation of this year's services.

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

The scope of work is attached as an exhibit to each contract.

FISCAL CONSIDERATION

\$111,000 is included in the 2010 budget for these two contracts--\$36,000 for the state lobbying agreement, and \$75,000 for the federal lobbying agreement.

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION / MOTION

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

Karlinsey, Rob

From: Karlinsey, Rob
Sent: Tuesday, December 08, 2009 8:46 AM
To: 'Angela S. Belbeck'
Subject: RE: Two Lobbying Contracts

Good catch. We made the change. Thanks.

From: Angela S. Belbeck [mailto:abelbeck@omwlaw.com]
Sent: Thursday, December 03, 2009 6:52 PM
To: Karlinsey, Rob
Subject: RE: Two Lobbying Contracts

Hi Rob. These are based on the old consultant agreement form. While I prefer the updated version (no notaries, etc.), I can approve these. I'd just note that in section II.A of both contracts the proviso states "the City reserves the right to direct the Consultant's compensated services...before reaching the maximum amount." Should that be "terminate" instead of "direct"?

--The Mayor will need to initial the handwritten changes when he executes.

--The agenda bill is fine as is. Let me know if you have any questions or need anything else.

--Angela

From: Karlinsey, Rob [mailto:karlinseyr@cityofgigharbor.net]
Sent: Thursday, December 03, 2009 5:55 PM
To: Angela S. Belbeck
Subject: Two Lobbying Contracts

Angela – I can't recall if I've already sent this to you, but please review the attached Council bill and the two contracts attached to it. Thanks,

--Rob

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

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

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount not to exceed Thirty-Six Thousand (\$36,000), or Three Thousand (\$3,000) per month, beginning January 1, 2010, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2010. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2010.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records

and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

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

XVII. Assignment

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

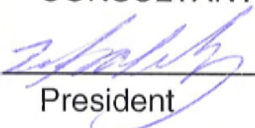
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT
By:  _____
President

CITY OF GIG HARBOR
By: _____
Mayor

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

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

Exhibit A Scope of Work

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

The Consultant shall:

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

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

1. Pursue a transportation budget request for Frontage Road along Highway 16.
2. Ensure that previous Capital Budget earmarks provided to the city remain funded.
3. Pursue legislation relating to extending GMA comprehensive plan deadlines.
4. Ensure that programs important to the City of Gig Harbor are not eliminated through a budget cut.
5. Work with the Association of Washington Cities to further legislation on local government finance.

Exhibit B Billing Rates

As described in Section II of this agreement, a monthly service fee of Three Thousand dollars (\$3,000.00) per month shall be charged to provide the services described in this agreement. This fee will cover all work performed by Tim Schellberg, Briahna Taylor, and Hallee Sanders, who will serve an administrative assistant role to Mr. Schellberg and Ms. Taylor.

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

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

RECITALS

WHEREAS, the City desires to obtain lobbying services; and

WHEREAS, the City desires that the Consultant perform services necessary to provide the lobbying services described herein; and

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

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant fees in amount not to exceed Seventy-Five Thousand Dollars and No Cents (\$75,000), or Six Thousand Two Hundred and Fifty Dollars and Zero Cents (\$6,250.00) per month, beginning January 1, 2010, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to terminate the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the

hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** beginning on January 1, 2010. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2010.

V. Termination

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT:

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

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4th day of December, 2009.

CONSULTANT

CITY OF GIG HARBOR

By:  _____
President

By: _____
Mayor

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

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

Exhibit A Scope of Work – Federal Governmental Affairs Services

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

- Identify and track all congressional legislation and budgets relevant to the City of Gig Harbor, and lobby the City of Gig Harbor's position to Congress;
- Identify and track all federal grants that are available to the City of Gig Harbor
- Lobby the Washington State Congressional delegation to pursue **one or more** congressionally directed funding requests in the FY2011 Congressional Budget, **and/or** in the anticipated reauthorization **or further stimulus package bills**.
- Organize for City of Gig Harbor officials, local community leaders and business leaders to support the congressional requests.
- Provide the City with frequent reports and updates;
- Organize events and meetings to promote the City of Harbor to relevant members of the Washington State Congressional delegation.

Exhibit B Billing Rates

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



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

Subject: Wastewater Treatment Plant
Outfall Extension – Consultant
Services Contracts for
Construction Services

Dept. Origin: Public Works

Proposed Council Action:

Authorize the Mayor to execute Consultant Services Contracts with Cosmopolitan Engineering Group in an amount not to exceed \$327,299.00 and Cultural Resource Consultants in an amount not to exceed \$7,075.00 and authorize the City Engineer to approve expenditures up to \$15,000 with Cosmopolitan Engineering Group and \$700 with Cultural Resource Consultants to cover extra services that may result from any necessary changes in the scope of work.

Prepared by: Stephen Misiurak, PE *SM*

For Agenda of: December 14, 2009

Exhibits: Consultant Services Contract (2)
and related scopes and fees

	Initial & Date
Concurred by Mayor:	<u><i>CLA</i> 12/9/09</u>
Approved by City Administrator:	<u><i>RDK</i></u>
Approved as to form by City Atty:	<u><i>via email</i></u>
Approved by Finance Director:	
Approved by Department Head:	<u><i>DS</i> 12/9/09</u>

Expenditure Required	\$350,074.00	Amount Budgeted	\$8,300,000	Appropriation Required	\$0
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INFORMATION/BACKGROUND

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. On November 23 the City Council approved the construction award contract to Advanced American Construction for the Wastewater Treatment Plan Outfall Extension Project.

The proposed consultant services during the construction of this project include construction engineering services with Cosmopolitan Engineering Group and archeological monitoring with Cultural Resource Consultants. City Staff will be performing the project management.

By having Staff perform the project management Cosmopolitan Engineering Group reduced their

fee from the initial \$424,108 to the proposed \$327,299, resulting in a reduction of approximately \$97,000. Since Staff's estimated cost to perform the project management is \$50,000, savings to the City is approximately \$47,000.

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

	Basic Contract	Change Funds	Total
Contract Bid (Previous)	\$6,157,954.68	\$50,000	\$6,207,954.68
Cosmopolitan Engineering	\$327,299.00	\$15,000	\$342,299.00
Cultural Resource Consultants	\$7,075.00	\$700	\$7,775.00
City Staff (Est.)	\$50,000.00	\$ 0	\$50,000.00
ESTIMATED TOTAL	\$6,542,328.68	\$65,700	\$6,650,028.68

BOARD OR COMMITTEE RECOMMENDATION

N/A

RECOMMENDATION/MOTION

Authorize the Mayor to execute Consultant Services Contracts with Cosmopolitan Engineering Group in an amount not to exceed \$327,299.00 and Cultural Resource Consultants in an amount not to exceed \$7,075.00 and authorize the City Engineer to approve expenditures up to \$15,000 with Cosmopolitan Engineering Group and \$700 with Cultural Resource Consultants to cover extra services that may result from any necessary changes in the scope of work.

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
CULTURAL RESOURCE CONSULTANTS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Cultural Resource Consultants, Inc., a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the Marine Outfall Extension Project 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 Estimated Hours and Fees**, and are incorporated by this reference as if fully set forth herein;

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

TERMS

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 Seven Thousand Seventy-five Dollars and Zero Cents (\$7,075.00) 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 and Fees**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**, unless the parties agree to a modification of this Contract, pursuant to Section 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 31, 2010; 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,

{ASB714519.DOC;1/00008.900000}

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:
Cultural Resource Consultants, Inc.
ATTN: Teresa Peterson
PO Box 10668
Bainbridge Island, WA 98110
(206) 855-9020

City of Gig Harbor
ATTN: Stephen Misiurak, P.E.
City Engineer
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.

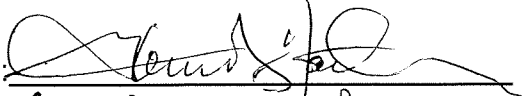
18. Entire Agreement. This Agreement represents the entire integrated agreement between the City and the Consultant, superseding all prior negotiations, representations or agreements, written or oral. This Agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties have executed this Agreement this _____
day of _____, 20____.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its: Glenn D Hartman, President

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

EXHIBIT A



Cultural Resource Consultants, Inc.

PROJECT SCOPE AND FEE AGREEMENT

CLIENT:	City of Gig Harbor
PROJECT:	Outfall Replacement Monitoring
LOCATION:	Gig Harbor, Washington
ANTICIPATED PROJECT DATES:	November 2009 – March 2011

The City of Gig Harbor is requesting archaeological monitoring during excavation of their Outfall Replacement – Onshore Portion project. The outfall pipeline construction is within the property of the City’s existing Wastewater Treatment Place and will extend to the right-of-way of Harborview Drive. The construction includes a new wastewater force main and outfall pipeline, fiber optic cable installation as well as road, sidewalk and landscaping restoration. Cultural Resource Consultants, Inc. (CRC) will provide the following project components as part of this archaeological monitoring.

Archaeological Monitoring Plan: CRC has prepared an archaeological monitoring plan for this project.

Field Monitoring: CRC will provide archaeological monitoring, with 2-weeks notice of preliminary schedule and 72-hours notice of actual schedule, during construction excavation for identification of archaeological and historical resources.

Archaeological Monitoring Technical Memorandum: CRC will prepare a technical memorandum describing field monitoring results of investigations and management recommendations.

Project Schedule: CRC will monitor during construction and, as requested, with 72 hours notice. A final report will be submitted within 30 days of completion of archaeological monitoring.

CRC will require a minimum of 2-weeks notice prior to beginning of monitoring. CRC will monitor during construction activities, as requested. If project schedules change, CRC requests 48 hours notice for scheduling modifications. A technical memo will be submitted within 20 days of monitoring completion.

Assumptions: If extensive archaeological deposits are encountered or if additional shovel test probes are warranted within the project area it may be necessary to modify this agreement to accommodate additional investigations for purposes of site identification.

EXHIBIT A

Because of recent changes in Washington State law, if human remains are found within the project area, all CRC field investigations will cease immediately, proper authorities will be notified and CRC will not resume field investigations until applicable state laws are addressed.

FEE

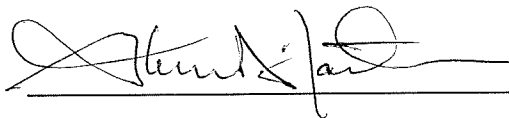
The fee for services described above is anticipated to be less than \$7,075.00.

If more than 10 days of archaeological monitoring is required, additional charges for archaeological monitoring will be at \$750 per day.

Please Note: The time frame and fee for services quote is valid for 2010.

City of Gig Harbor
Steve Misiurak
3510 Grandview Street
Gig Harbor, WA 98335

Cultural Resource Consultants, Inc.
Glenn Hartmann
PO Box 10668
Bainbridge Island, WA 98110



Name/Title_____

Glenn D. Hartmann,
President/Principal Investigator

Date:_____

Date:_____

EXHIBIT B - Schedule of Rates and Estimated Hours

Subconsultant Fee Determination - Summary Sheet

Project: Outfall Replacement Monitoring
CRC #: 0910G City of Gig Harbor

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Investigator	2.0		\$ 57.00		\$ 114.00
Project Archaeologist I	0.0		\$ 31.50		\$ -
Project Archaeologist II	90.0		\$ 30.00		\$ 2,700.00
Project Archaeologist III	0.0		\$ 28.50		\$ -
Field Archaeologist	0.0		\$ 19.00		\$ -
Project Historian	0.0		\$ 29.00		\$ -
Office Manager	2.0		\$ 28.50		\$ 57.00
Office Assistant	0.0		\$ 16.00		\$ -
	94.0				\$ 2,871.00
Overhead (OH Cost - - including Salary Additives):					
OH Rate x DLC of:	110% %x\$		\$ 2,871.00		\$ 3,158.10
Fixed Fee (FF):					
FF Rate x DLC of:	20.00% %x\$		\$ 2,871.00		\$ 574.20
Reimbursables:					
Photo & Graphic Supplies					\$ 25.00
Lodging:					\$ -
Per Diem:					\$ -
Mileage:					\$ 446.70
					\$ 471.70
Grand Total:					\$ 7,075.00

Prepared by: Teresa Peterson, Office Manager
DOT Form 140-089 EF Exhibit G-1

Date: 19-Oct-09

EXHIBIT B - Schedule of Rates and Estimated Hours

Subconsultant Fee Determination - Summary Sheet

Project: 0
CRC #: Daily Monitoring Rate

Direct Labor Cost

<u>Classifications</u>	<u>Labor Hours</u>	x	<u>Rate</u>	=	<u>Cost</u>
Principal Investigator	0.5		\$ 57.00		\$ 28.50
Project Archaeologist I	8.0		\$ 31.50		\$ 252.00
Project Archaeologist II	0.0		\$ 30.00		-
Project Archaeologist III	0.0		\$ 28.50		-
Field Archaeologist	0.0		\$ 19.00		-
Field Archaeologist	0.0		\$ 18.00		-
Field Archaeologist	0.0		\$ 17.00		-
Historic Architect	0.0		\$ 40.00		-
Project Historian	0.0		\$ 29.00		-
Office Manager	0.5		\$ 28.50		\$ 14.25
Office Assistant	0.0		\$ 16.00		-
	9.0				\$ 294.75
Overhead (OH Cost - - including Salary Additives):					
OH Rate x DLC of:	110%	%x\$	\$ 294.75		\$ 324.23
Fixed Fee (FF):					
FF Rate x DLC of:	20.00%	%x\$	\$ 294.75		\$ 58.95
Reimbursables:					
Photo & Graphic Supplies					\$ 15.00
Lodging:					\$ -
Per Diem:					\$ -
Mileage:					\$ 57.07
					\$ 72.07
Grand Total:					\$ 750.00

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington (the "Consultant").

RECITALS

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

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of 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 Three Hundred Twenty-seven Thousand Two Hundred Ninety-nine Dollars and zero cents (\$327,299.00) 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 May 30, 2011; 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.

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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.

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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: Cosmopolitan Engineering Group
ATTN: William P. Fox, P.E., Principal
P.O. Box 1678
Tacoma, WA 98401-1678
(253) 272-7220

CITY OF GIG HARBOR
ATTN: Stephen Misiurak, P.E.
City Engineer
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: William P. Fox
Its: Principal

By: _____
Mayor Charles L. Hunter

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

CITY OF GIG HARBOR
MARINE OUTFALL EXTENSION
EXHIBIT A – CONSULTANT SERVICES CONTRACT
SCOPE OF WORK
CONSTRUCTION ADMINISTRATION AND
SITE OBSERVATION SERVICES

Objective

The City of Gig Harbor Marine Outfall Extension Project involves the replacement of the City's wastewater treatment plant outfall pipe to a new discharge location within Colvos Passage. This project is required to protect water quality within Gig Harbor while increasing the outfall size to accommodate treatment plant flows through the planning horizon for the City.

This Professional Services Agreement between the City of Gig Harbor (City) and Cosmopolitan Engineering Group (CEG) continues engineering services through bidding, construction, and within the two-year correction period specified in the General Conditions of the contract. The outfall Extension Project is projected to be completed within the 2nd quarter of 2011 with the correction period extending through the 2nd quarter of 2013.

The following permits and easements required for construction of the Outfall Extension have been obtained:

- U.S. Army Corps of Engineers Nationwide Permit #7, Outfall Structures and Nationwide Permit #12, Utility Line Activities.
- Washington State Department of Fish and Wildlife Hydraulic Project Approval
- City of Gig Harbor Shoreline Substantial Development Permit
- Pierce County Shoreline Substantial Development Permit
- Washington State Department of Ecology 401 Certification and Coastal Zone Management Consistency Determination
- DNR Aquatics Land Lease
- US Coast Guard Permanent Utility Easement

The Outfall Extension Project will be publicly bid in the third quarter of 2009 with award and Notice to Proceed issued to the Contractor in the fourth quarter of 2009.

For purposes of this agreement the following firms and individuals will serve within the following capacities:

- Construction Management professional consulting services will be provided by Cosmopolitan Engineering Group in conjunction with the following subconsultants: Bright Engineering (structural engineering services), Grette & Associates (project biologist), Landau & Associates (geotechnical services), and Rosedale Marine (underwater and marine support services).
- William Fox, P.E. (or other designee) of Cosmopolitan Engineering is the Design Engineer of Record and Construction Engineer. Responsibilities generally include:
 - Overall management of all construction phase activities by City, Engineer and Contractor.
 - Construction phase engineering including conformed documents, respond to submittals and RFIs, attend construction meetings, coordination and oversight of daily construction observation, preparation of draft change orders, coordination of permit compliance studies and requirements and punchlist development and completion.
 - All activities of subconsultant firms listed above.
 - Project closeout including required agency permit notifications, record surveys, record drawings and O&M manual.
- Jeff Langhelm of the City of Gig Harbor (or other designee) will be the Owner's Representative and Resident Project Representative (RPR) as defined in section SC-1.01C.36 and SC-9.03 of the construction contract documents. Responsibilities generally include:
 - All administrative functions of managing the construction contract.
 - Maintain project schedules, receive, distribute and document status of all submittals and RFIs, preparation of agendas and minutes for all construction meetings.
 - Coordinate daily construction observation, reporting and photographing.
 - Submit to Engineer of Record all RFIs, submittals and construction observation reports for action.
 - Receive and process all pay requests from Contractor.
 - Negotiate and issue all change orders.

The following tasks establish the scope of work for Cosmopolitan Engineering Group and subconsultants during the construction phase, and stipulate work that the City of Gig Harbor is responsible for.

TASK 1 – PROJECT ADMINISTRATION

Task 1.1 – Construction Management Project Administration

This subtask provides for Construction Management Project Administration throughout bidding, construction and the 24-month correction period of the Marine Outfall Extension Project. The City will be responsible for all administrative requirements of the construction contract (contract execution, receipt and issuance of all submittals, processing all contractor pay requests, etc.)

CEG activities include:

- Maintaining engineering project files
- Project correspondence
- Managing contracts and tasks of subconsultants to this contract
- Project tracking and invoicing
- Owners agent for permitting agencies (WDFW, Corps of Engineers, WDNR)

Task 1.2 – Administration Allowance

The purpose of this subtask is to provide a time and materials administration allowance; consisting of 5 percent of the amounts included in the Tasks 2-4 total fee.

Activities performed under this allowance will be separately tracked. Invoice progress reports will contain activities, hours, and expenses performed under the administration allowance. This allowance is necessary for unidentified supporting activities over the approximately one and one half year duration of the Tasks 1-3 scope of activities.

Assumptions:

- Should the 5 percent administration allowance be approached during this amendment, a request will be made for renewal of the budget to cover continued unforeseen activities and project administration.

TASK 2 – SERVICES DURING BIDDING

NOTE: TASK 2 – SERVICES DURING BIDDING SCOPE OF WORK IS SPECIFIED IN A SEPARATE CONTRACT FOR CONSULTANT SERVICES EXECUTED IN JULY 2009

TASK 3 – SERVICES DURING CONSTRUCTION

Task 3.1 – Administration of Project Controls

Under this task, the CEG and the City will implement a system of project controls that document correspondence between the Contractor, the CEG Engineering Team, and the City. These processes will include construction coordination meetings, submittals, requests for information (RFIs), the project schedule, and schedule of values.

Construction Coordination Meetings

The RPR will administer construction coordination meetings as described in the Contract Documents. These meetings will occur approximately twice monthly, with exact frequency determined by the construction activity currently in-progress.

Approximately 24 meetings are anticipated. The Construction Engineer or his designee shall be present at all construction meetings. The City RPR shall coordinate with the Construction Engineer regarding the agenda for each meeting. The City RPR shall be responsible for recording attendance, and taking and distributing notes.

Representation at construction meetings by the subconsultants will be on an as-needed basis and scheduled by the Construction Engineer.

Submittal and RFI Procedures

The RPR will receive, track and distribute all submittals and RFIs. All submittals and RFIs will be forwarded to the Construction Engineer, who will determine the appropriate reviewers needed to maintain design responsibility while assuring conformance with design intent, the requirements of the Project Documents, and recognized best engineering and construction practices. The Construction Engineer will return marked up submittals to the RPR for tracking and distribution to the Contractor.

Comments from multiple reviewers (if any) will be compiled into a consolidated response by the Construction Engineer and returned to the RPR for distribution to the Contractor.

Assumptions:

- Punchlist and Change Order procedures are described in subsequent sections.
- Initial project schedule and schedule of values review will be done through the submittal process.
- Pay requests from the Contractor shall be submitted to the RPR, who will review and make recommendations for approval and payment according to City procedures and the Construction Contract. The Construction Engineer may review and comment on pay requests at the direction of the RPR.
- Each Contractor submittal will require no more than 2 resubmittals marked as “revise and resubmit”. In accordance with the contract documents, further resubmittals will be at Contractor’s expense.
- Responses to submittals, pay requests and RFIs will be returned to the RPR by the Construction Engineer. The RPR shall be responsible for tracking and distribution of the responses.

Deliverables:

- Meeting notes along with RFI and submittal logs will be distributed to the Contractor and Construction Engineer by the RPR at construction meetings or as requested.

Task 3.2 – Provide Design Interpretation and Verification of Design Intent

Under this subtask the CEG and its subconsultants will provide design interpretation and verification of the design intent in the form of responses to Contractor submittals and RFIs.

Assumptions:

- The RPR will log and track submittals and RFIs within Task 3.1.

Deliverables:

- Submittal and RFI responses with supporting information attached provided by CEG to the City. City shall be responsible for receiving, distributing and documenting all submittals and RFIs
- Sketches, notes, design calculations, CAD drawings and files, and other instruments as required to clarify design intent shall be prepared by CEG or subconsultants, and provided to City for the record.

Task 3.3 – Provide Construction Observation of Pipeline Installation and In-Water Construction Activities

This subtask provides for regular periodic site observation of construction activities over the course of construction (from Notice to Proceed until Substantial Completion). As described below, CEG shall coordinate observation requirements with the City responsible for day-to-day field observations.

In-water observation will include assistance in delineating the “boat hulk” and “bottle fields” for the contractor during construction, and providing post-cleanup documentation required in the project permits. CEG will coordinate all on-site activities of subconsultants.

This subtask includes site observation by the geotechnical engineer (Landau), the structural engineer (Bright), and the project biologist (Grette), in-water and marine observation (Rosedale), the Engineer of Record, as well as the Engineer of Record.

Assumptions:

- CEG will be primarily responsible for determining the frequency and duration of the field observations.
- Day-to-day field observations of field activities will normally be the responsibility of the RPR and/or a designated City Construction inspector. CEG will support the RPR with additional site inspections up to the hours established in the project budget. The RPR and

Construction Engineer will coordinate all construction inspection scheduling to meet the needs of the project.

- Specific areas of observation by the RPR, CEG and their subconsultants will include but not be limited to:
 - ◆ Offsite staging, fabrication, assembly, and testing locations (RPR primary responsibility for daily observation).
 - ◆ Review of QA/QC HDPE fusion logs (contractor responsible for conducting QA tests, RPR responsibility to review QA logs for all joints).
 - ◆ Onsite/overwater and in-water (up to 60 feet deep) construction activities (RPR responsible for all observation staged from construction barges including towing pipe to site, staging pipe, pipe submergence, application of anchors and aggregates, and community liaison; CEG/subs responsible for all underwater observation including pipe laydown and anchor attachment, plumb and elevation checks).
 - ◆ Observation of construction below 60 feet deep will be conducted from the construction barge from video feed furnished by the Contractor per the project specifications.
 - ◆ Intertidal construction (RPR primary responsibility for full-time observation, 3 weeks estimated, to include sheeting, excavation, bedding, pipe lay, connection, backfill, removal of sheets and beach restoration).
 - ◆ HDD drilling operations (RPR responsible for daily observations from drilling platform, full time not expected; CEG/subs responsible for entry and exit monitoring per specs and permits; CEG to also coordinate geotechnical engineer observation schedule for HDD drilling)
 - ◆ Pipeline towing and deployment operations (CEG primary responsibility)
- Archeological monitoring and reporting services as required in the Corps NWP7 authorization will be coordinated and contracted by the City directly to a qualified firm.
- The RPR will oversee the installation of the air release valves within the Pump Station 2A Structure by the City's forces independent of this Construction Contractor's work.
- The RPR will oversee shoreline and upland restoration adjacent to Pump Station 2A. This will include ensuring that the shoreline habitat is completed in a manner consistent with the relevant permits and the improvements previously constructed by the City adjacent to Pump Station 2A.
- CEG will assist in the outfall start-up by coordinating the City's operation of the valves as necessary to direct effluent flow to the new outfall.

Deliverables:

- Completed inspection observation reports delivered to the RPR within 7 days following site visits.

Task 3.4 – Interface with Maritime Users of the Harbor

This subtask provides an allowance for the Construction Engineer to support the City to interface with maritime users of the harbor.

Assumptions:

- Construction Engineer will participate in up to two 4-hour open house sessions for the public, which will be conducted by the City, and is to be attended by the Contractor.

Deliverables:

- No new graphic materials will be prepared.
- The RPR will contact each Marina Owner within the Harbor to provide a point of contact and answer questions about the project. Construction Engineer will support the City by responding through the RPR to specific questions requested by marina users.

Task 3.5 – Change Order Preparation

This subtask provides for preparation of materials for, review of, and coordination and approval of changes to the Contract Documents.

Change modifications may be initiated as Change Order Requests initiated on behalf of the Owner, Contractor Change Order Proposals, and Force Account Summaries.

Minor changes will be approved by the RPR and issued as Work Change Directives. Several approved Work Change Directives will then be incorporated into a single formal Change Order so as to minimize the number of Change Orders on the project.

Assumptions:

- The Construction Engineer will prepare draft Change Orders in accordance with the Contract Specifications. Draft Change Orders will consist of accumulated, approved Work Change Directives.
- The RPR will seek all required signatures from the authorized City representative, and represent the City in final negotiation of quantities and amounts with Contractor.

Deliverables:

- Draft Change Order Requests initiated on behalf of the Owner will be forwarded by CEG to the RPR with supporting information attached, which may include sketches, notes, design calculations, CAD drawings and files, and other instruments as applicable. The RPR will forward the request to the Contractor for their action.
- The Construction Engineer will forward to the Owner's Representative a formal recommendation of approval for each change order.

- Contractor's Change Order Proposals, including representativeness of quantities and amounts will be reviewed concurrently by the RPR and Construction Engineer. CEG to develop technical backup materials and graphics as necessary for contractor-requested change orders.
- CEG to assist City in negotiations with Contractor as directed.

Task 3.6 – Permit Support Services

The City and CEG will serve as the project's primary liaisons between the project and the various outside permitting agencies, as outlined below.

As a component of this task, the Project Biologist (Grette) will provide observation and monitoring of Best Management Practices (BMPs) in place during inter-tidal construction activities and other times as may be warranted by construction activities.

The Project Biologist will also provide a weekly summary letter identifying potential impacts to surf smelt and sand lance spawning during the period required under the Corps permit.

Assumptions:

- Outside agency coordination by CEG will involve the following entities: DNR, USACE, WDFW, and the Coast Guard (in relation to the Sand Spit Easement only).
- The City will be responsible for coordination with the City's and Pierce County's Shorelines Permitting Departments.
- The upland landscape restoration at Ruth M. Bogue Park will be directly overseen by the RPR as described within Task 3.3 above.

Deliverables:

- The RPR will be copied on official notifications provided by CEG or subconsultants to various agencies.

Task 3.7 – Punch List and Completion Monitoring

The City in conjunction with CEG will compile a project punch list as the project approaches substantial completion, physical completion and through City acceptance. CEG and subconsultants will support the City in compiling the punchlist and tracking completion. CEG will be the point of contact for all subconsultants.

Assumptions:

- The City or Construction Engineer will, as necessary, request punch lists from members of the Design Team at appropriate times or as the project approaches substantial completion.

- The RPR will compile the draft and final punch list and progress tracking of final completion.
- Follow-up site visits for completion monitoring will be individually scheduled with each Design Team member by the Construction Engineer on an as-needed basis.
- The Construction Engineer shall schedule all activities of the CEG team through Construction.

Deliverables:

- Certificates of Substantial and Final Completion and Declaration of Construction Completion per Chapter 173-240-090 WAC will be completed by the Construction Engineer and submitted to the Department of Ecology, with copies to the RPR.
- CEG will send official post cleanup reports of mitigation activities to WDFW as specified in the project HPA, with copies to the RPR.
- CEG will complete the Certificate of Completion with Department of the Army Permit and remit it to the USACE, with copies to the RPR.
- CEG will notify the National Ocean Service of the submerged utility line as required by USACE Nationwide Permit #12, with copies to the RPR.
- CEG will assist the RPR with completion of punchlist items through formal City acceptance of the project.

TASK 4 – PROJECT CLOSEOUT AND WARRANTY SERVICES

CEG will assist the City with project closeout tasks described in this task..

Task 4.1 – Record Drawings Review, Comment, and Compilation

CEG will review the hand written comments on Contractor's Record Drawings. The Record Drawings will then be incorporated into the Conformed Project Drawings by the CEG and their subconsultants to form the Project As-Built Drawings. CEG will be the primary point of contact for all subconsultants.

Assumptions:

- The Contractor will maintain a master mark-up set of full-size Conformed Contract Drawings. These drawings will be marked by the Contractor with respect to changes and as-built conditions on an ongoing basis during construction as specified in the Contract Documents.
- The Contractor will provide pipeline coordinate locations and a final inspection video of the pipeline according to the conditions of the contract.

- The Contractor will complete CAD drawings in AutoCAD 2008 or earlier version for the outfall alignment and location.
- The Contractor will produce the Record of Survey required for submission to DNR as required by Attachment A of the Aquatics Land Lease. CEG will submit the Record of Survey to DNR for its review.
- The RPR will file the completed land lease with the County Auditor and provide copies of the recorded document to the CEG and the DNR.
- CEG will deliver to the Owner's reprographic purveyor full size Record Drawings for copying and scanning into Adobe PDF or TIFF formats and distribution to the CEG, their subconsultants and the RPR.

Deliverables:

- Original full size As-Built Drawings on bond paper, delivered to Owner by CEG. The Construction Engineer will maintain one full size copy of the As-Built Drawings.
- CEG will provide stamped and signed full size mylar drawings as directed by the City.

Task 4.2 – Engineer's Operation and Maintenance Manual

Complete an Engineer's Operation and Maintenance Manual complying with Chapter 173-240-080 WAC section (5) as cited below for City and Ecology review and approval.

“(5) In those cases where the facility does not include mechanical components, an operation and maintenance manual, which may be less detailed than that described in subsection (4) of this section, must be submitted to the department for approval before completing construction. The manual shall fully describe the treatment and disposal system and outline routine maintenance procedures needed for proper operation of the system.”

The O&M Manual will contain:

- (1) Reference to the approved Engineering Report for allowable flows and expected headloss criteria.
- (2) A discussion of the operation of the air relief valves to be installed by the City independent of this project. Manufacturer's O&M Manuals provided by the Owner's Representative will be incorporated as applicable.
- (3) As-built drawings and post-installation inspection videos will be included in the outfall O&M manual.
- (4) A maintenance schedule that incorporates manufacturer's recommendations, preventative maintenance schedules, and special tools and equipment usage.

Assumptions:

- The Operation and Maintenance Manual will be prepared following substantial completion to best reflect as-built conditions. Two copies of the O&M Manual will be submitted to Ecology for approval after review by the RPR.
- The following will be supplied by the RPR:
 - ◆ O&M manuals for the air and vacuum relief valves installed by others.
 - ◆ O&M manuals for in-line valves installed within Harbor View Drive.
 - ◆ As-built Drawings of the outfall pipeline installed between the WWTP and the air relief vessel at Pump Station 2A.

Deliverables:

- Preparation and reproduction of the Outfall Operation and Maintenance Manual. Draft and final copies of the Operation and Maintenance Manual will be furnished to the City by CEG electronically in PDF format. All figures will be 11"x17" or smaller.

Schedule

Notice to Proceed will be issued by the City in the 4th quarter of 2009. Construction activities will be completed within the 2nd quarter of 2011.

Fees

Exhibit B contains a summary of consulting services fees and rate schedules broken down by firm.

**EXHIBIT B
TO CONSULTANT SERVICES CONTRACT BETWEEN CITY OF GIG HARBOR
AND COSMOPOLITAN ENGINEERING GROUP**

	Cosmopolitan Engr. Group	Bright Engineering	Grette Associates	Golder Associates	Landau Associates	Rosedale Marine	Sub-Mark Up 10%	TOTAL
TASK 1 ENGINEERING PROJECT ADMINISTRATION								
1.1 Project Administration	\$32,277.18				\$ 994.10		\$99.41	\$ 33,370.69
1.2 Administration Allowance (5%, See Note 1)	\$13,882.93						\$0.00	\$ 13,882.93
exp Expenses under Task 1	\$327.79						\$0.00	\$ 327.79
exp Cosmo Labor Inflation under Task 1	\$2,058.49						\$0.00	\$ 2,058.49
TOTAL TASK 1	\$48,546.39	\$ -	\$ -	\$ -	\$ 994.10	\$ -	\$99.41	\$ 49,639.90
TASK 2 ENGINEERING SERVICES DURING BIDDING								
NOTE: TASK 2 SCOPE AND BUDGET HAVE BEEN CONTRACTED SEPARATELY								
TOTAL TASK 2								
TASK 3 ENGINEERING SERVICES DURING CONSTRUCTION								
3.1 Administrative of Project Controls	\$24,110.00	\$ 1,458.81			\$ 1,483.22		\$294.20	\$ 27,346.22
3.2 Provide Design Interpretation	\$25,462.64	\$ 3,647.02			\$ 6,584.75		\$1,023.18	\$ 36,717.58
3.3 Provide Construction Observation Services	\$74,087.76	\$ 5,105.82	\$ 4,079.96		\$ 14,846.58	\$ 41,750.00	\$6,578.24	\$ 146,448.35
3.4 Interface with Maritime Users of the Harbor	\$4,345.88						\$0.00	\$ 4,345.88
3.5 Change Order Preparation and Support	\$7,790.88						\$0.00	\$ 7,790.88
3.6 Permit Support Services	\$5,409.36		\$ 5,772.51				\$577.25	\$ 11,759.12
3.7 Punch List and Completion Monitoring	\$6,031.56					\$ 4,600.00	\$460.00	\$ 11,091.56
exp Task 3 Expenses	\$3,684.55	\$ 132.56		\$ 79.54	\$ 1,060.50		\$127.26	\$ 5,084.41
exp Cosmo Labor Inflation under Task 3	\$8,907.90						\$0.00	\$ 8,907.90
TOTAL TASK 3	\$ 159,830.53	\$ 10,344.21	\$ 9,932.01	\$ -	\$ 23,975.04	\$ 46,350.00	\$9,060.13	\$ 259,491.92
TASK 4 PROJECT CLOSEOUT								
4.1 Record Drawing Review, Comment, and Compilation	\$8,382.48						\$0.00	\$ 8,382.48
4.2 Engineer's Operation and Maintenance Manual	\$7,451.12						\$0.00	\$ 7,451.12
exp Expenses under Task 4	\$0.00						\$0.00	\$ -
exp Cosmo Labor Inflation under Task 4	\$524.93							\$ 524.93
	\$1,808.21							\$ 1,808.21
TOTAL TASK 4	\$18,166.75	\$ -	\$ -	\$ -	\$ -	\$ -	\$0.00	\$ 18,166.75
TOTAL AMENDMENT	\$ 226,544	\$ 10,344	\$ 9,932	\$ -	\$ 24,969	\$ 46,350	\$ 9,160	\$ 327,299

Notes:
1 - Task 1.2 Cosmopolitan Engineering Group Administration Allowance 5% of Total Fees

GIG HARBOR OUTFALL EXTENSION PROJECT

	COSMOPOLITAN ENGINEERING GROUP				Bright Engineering			Grette & Associates			Landau & Associates			Rosedale Marine		
	LABOR		TOTALS		Fees	M/U	TOTALS	Fees	M/U	TOTALS	Fees	M/U	TOTALS	Fees	M/U	TOTALS
	Total Labor Hours	Total Labor Cost	Total Expenses	w/inflation		10%			10%			10%			10%	
TASK 1 ENGINEERING PROJECT ADMINISTRATION																
1.1 Project Administration	221	\$32,277.18	\$34,335.67													
1.2 Administration Allowance (5%, See Note 1)		\$ 13,862.83	\$13,862.83													
Exp Task 1 Expenses		\$308,114	\$327,79													
Inflation Adjustment		\$2,058.49	\$19,65	2,078												
TASK 1 SUBTOTALS	221	\$48,218.60	\$327,79	\$ 48,546	\$0.00		\$0		\$0.00	\$0		\$994.10	\$994.10	\$0.00	\$0.00	\$0
TASK 2 ENGINEERING SERVICES DURING BIDDING																
TASK 2 SUBTOTALS																
TASK 3 CONSTRUCTION																
3.1 Administrative of Project Controls	178	\$24,110.00	\$25,666.66				\$1,005									
3.2 Provide Design Interpretation	187	\$25,462.64	\$27,003.13				\$4,012									
3.3 Provide Construction Observation Services	552	\$74,087.76	\$78,570.07				\$5,919									
3.4 Interface with Maritime Users of the Harbor	36	\$4,345.88	\$4,606.81													
3.5 Change Order Preparation and Support	60	\$7,790.88	\$8,262.23													
3.6 Permit Support Services	44	\$5,409.36	\$5,736.63													
3.7 Purch List and Completion Monitoring	44	\$6,031.56	\$6,396.47													
Exp Task 3 Expenses		\$3,474.35	\$3,664.55				\$146									
Inflation Adjustment		\$8,907.90	\$210.20	9,118												
TASK 3 SUBTOTALS	1101	\$156,145.98	\$3,694.55	\$ 159,831	\$10,344.21	\$ 1,034.42	\$11,379	\$ 9,932.01	\$ 993.20	\$10,925	\$ 23,975.04	\$ 2,397.50	\$28,373	\$ 46,350.00	\$ 4,635.00	\$50,985
TASK 4 PROJECT CLOSEOUT																
4.1 Record Drawing Review, Comment, and Compilation	76	\$8,382.48	\$9,339.77													
4.2 Engineer's Operation and Maintenance Manual	64	\$7,451.12	\$8,302.04													
Exp Task 4 Expenses	0	\$0.00	\$0.00													
Inflation Adjustment		\$1,908.21	\$53.80	1,862												
TASK 4 SUBTOTALS	140	\$17,641.81	\$524.93	\$ 18,167	\$ -	\$ -	\$0	\$ -	\$ -	\$0	\$ -	\$ -	\$ -	\$ -	\$ -	\$0
Total Budget of tasks 2-4																
TOTAL BUDGET	1462	\$222,006.40	\$ 4,537.27	\$ 226,544	\$10,344.21	\$ 1,034.42	\$11,379	\$ 9,932.01	\$ 993.20	\$10,925	\$ 24,969.14	\$ 2,496.91	\$27,466	\$ 46,350.00	\$ 4,635.00	\$50,985

Notes:

1 - Task 1.2 Cosmopolitan Engineering Group
5% Administration Allowance of Total Fees

GIG HARBOR OUTFALL EXTENSION PROJECT

COSMOPOLITAN ENGINEERING GROUP

	LABOR		Total Expenses	INFLATION		TOTALS		OVERALL
	Total	Total		Labor	Expense	Labor	Expense	
	Labor Hours	Labor Cost						
TASK 1 ENGINEERING PROJECT ADMINISTRATION								
1.1 Project Administration	221	\$32,277.18		\$2,058.49		\$34,335.67		\$34,335.67
1.2 Administration Allowance (5%, See Note 1)		\$13,882.93				\$ 13,882.93		\$ 13,882.93
exp Task 1 Expense			\$308.14		\$19.65		\$327.79	\$327.79
TASK 1 SUBTOTALS	221	\$46,160.11	\$308.14	\$2,058.49	\$19.65	\$ 48,218.60	\$327.79	\$ 48,546
TASK 2 ENGINEERING SERVICES DURING BIDDING								
ENGINEERING SERVICES DURING TASK 3 CONSTRUCTION								
3.1 Administrative of Project Controls	178	\$24,110.00		\$ 1,458.66		\$25,568.66		\$25,568.66
3.2 Provide Design Interpretation	187	\$25,462.64		\$ 1,540.49		\$27,003.13		\$27,003.13
3.3 Provide Construction Observation Services	552	\$74,087.76		\$ 4,482.31		\$78,570.07		\$78,570.07
3.4 Interface with Maritime Users of the Harbor	36	\$4,345.88		\$ 262.93		\$4,608.81		\$4,608.81
3.5 Change Order Preparation and Support	60	\$7,790.88		\$ 471.35		\$8,262.23		\$8,262.23
3.6 Permit Support Services	44	\$5,409.36		\$ 327.27		\$5,736.63		\$5,736.63
3.7 Punch List and Completion Monitoring	44	\$6,031.56		\$ 364.91		\$6,396.47		\$6,396.47
Exp Task 3 Expense			\$3,474.35		\$ 210.20		\$3,684.55	\$3,684.55
TASK 3 SUBTOTALS	1101	\$ 147,238.08	\$3,474.35	\$8,907.90	\$210.20	\$ 156,145.98	\$3,684.55	\$ 159,831
TASK 4 PROJECT CLOSEOUT								
4.1 Compilation	76	\$8,382.48		\$ 957.29		\$9,339.77		\$9,339.77
4.2 Engineer's Operation and Maintenance Manual	64	\$7,451.12		\$ 850.92		\$8,302.04		\$8,302.04
Exp Task 4 Expense	0	\$0.00	\$471.13		\$ 53.80	\$0.00	\$524.93	\$524.93
TASK 4 SUBTOTALS	140	\$ 15,833.60	\$471.13	\$1,808.21	\$53.80	\$ 17,641.81	\$524.93	\$ 18,167
TOTAL BUDGET	1462	\$ 209,231.79	\$ 4,253.62	\$ 12,774.60	\$ 283.65	\$ 222,006.40	\$4,537.27	\$ 226,544

Notes:

1 - Task 1.2 Cosmopolitan Engineering Group 5% Administration Allowance of Total Contract Fees - See All Firms Summary Sheet

BUDGET ESTIMATE

PROJECT: WWTP Outfall Replacment (Offshore Portion)

CLIENT: City of Gig Harbor

JOB #	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST	
GIG005												
		BILL RATES	\$177.00	\$125.21			\$100.60	\$73.24	\$107.01			
TASK 1.1 - DESIGN TEAM PROJECT ADMINISTRATION												
A Maintaining Engineering Project Files			15	20				10		45	\$5,891.60	
B Project Correspondence			20	20				15	10	65	\$8,212.90	
C Managing Subcontracts/Team Coordination			36				3			39	\$6,673.80	
D Invoicing and Project Tracking (20 months)			60					12		72	\$11,498.88	
TASK 1.2 - ADMINISTRATION ALLOWANCE											\$ 13,882.93	
See Summary Spreadsheet												
Labor Subtotal at Current Salary Rates			131	40			3	37	10	221	\$46,160.11	
Salary Escalation							Estimated % of Task in 2009		10%	Annual Increase		5.00%
							Estimated % of Task in 2010		65%			Net Increase
							Estimated % of Task in 2011		20%	Additional Labor Cost		
							Estimated % of Task in 2013		5%			
Direct Expense		Item	Number	Unit Cost	Unit	Direct Cost	Markup %					
		Mileage	75	\$0.585	mile	\$43.88	10%				\$48.26	
		Good To Go Bridge Toll	27	\$2.75	trips	\$74.25	10%				\$81.68	
		Photocopies/Reproduction	100	\$0.07	sheet	\$7.00	10%				\$7.70	
		Camera/Misc	5	\$25.00	day	\$125.00	10%				\$137.50	
		Plots	6	\$5.00	each	\$30.00	10%				\$33.00	
EXPENSE SUBTOTAL											\$308.14	
Expense Escalation							Estimated net increase over task		6.38%	Additional Expense Cost from rate escalation		\$19.65
Outside Expenses			Description			Direct Cost	Markup %					
Subconsultants			Landau			\$994.10	10%				\$1,093.51	
CEG TOTAL											\$48,546	
Task TOTAL											\$49,640	

Prepared By: Jason Van Gilder, P.E.

Review By: Bill Fox, P.E.

(Project Manager)

(Principal)

BUDGET ESTIMATE

PROJECT: WWTP Outfall Replacment (Offshore Portion)

CLIENT: City of Gig Harbor

JOB #	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST	
GIG005		BILL RATES	\$177.00	\$125.21			\$100.60	\$73.24	\$107.01			
TASK 2 -SERVICES DURING BIDDING												
2.1 Bidding Assistance												
2.2 Pre-Bid Conference												
2.3 RFIs During Bidding Period/Contract Addenda												
2.4 Bid Evaluation and Recommendation												
2.5 Provide Contract Documents												
Labor Subtotal at Current Salary Rates												
Salary Escalation			Estimated % of Task in 2009					90%		Annual Increase Net Increase Additional Labor Cost		5.00%
			Estimated % of Task in 2010					10%				
			Estimated % of Task in 2011									
			Estimated % of Task in 2013									
Direct Expense		Item	Number	Unit Cost	Unit	Direct Cost	Markup %					
		Mileage		\$0.585	mile		10%					
		Good To Go Bridge Toll		\$2.75	trips		10%					
		Contract Documents (Bid & Conformed Sets)		\$250.00	each		10%					
		CD/DVD Discs		\$30.00	each		10%					
		Full Size Plots (City to Complete and Deliver)		\$5.00	each		10%					
EXPENSE SUBTOTAL												
Expense Escalation			Estimated net increase over task							Additional Expense Cost from rate escalation		
Outside Expenses			Description			Direct Cost	Markup %					
Subconsultants			Landau & Associates				10%					
			Bright				10%					
			Grette				10%					
CEG TOTAL												
Task TOTAL												

Prepared By: Jason Van Gilder, P.E.
(Project Manager)

Review By: Bill Fox, P.E.
(Principal)

BUDGET ESTIMATE

PROJECT: WWTP Outfall Replacment (Offshore Portion)

CLIENT: City of Gig Harbor

JOB # GIG005	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III			Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST
		BILL RATES	\$177.00	\$125.21			\$100.60	\$73.24	\$107.01		
TASK 3 -SERVICES DURING CONSTRUCTION											
3.1 Administrative of Project Controls			8	48			10	8		74	\$9,018.00
Twice Monthly Construction Meetings (24 Total)			48	48				8		104	\$15,092.00
3.2 Provide Design Interpretation			56	100			8	7	16	187	\$25,462.64
3.3 Provide Construction Observation Services											
Fabrication & Pre-Installation			8	96						104	\$13,436.16
Near-Shore Trenching			10	80						90	\$11,786.80
In-Harbor Deployment			10	80						90	\$11,786.80
HDD Operation			20	40						60	\$8,548.40
Colvos Passage Deployment			40	80						120	\$17,096.80
Final Connections & Start-up			8	80						88	\$11,432.80
3.4 Interface with Maritime Users of the Harbor			8	8			12	4	4	36	\$4,345.88
3.5 Change Order Preparation and Support			16	24			8	4	8	60	\$7,790.88
3.6 Permit Support Services			8	24			4	8		44	\$5,409.36
3.7 Punch List and Completion Monitoring			16	20			4	4		44	\$6,031.56
Labor Subtotal at Current Salary Rates			256	728			46	43	28	1101	\$147,238.08
Salary Escalation			Estimated % of Task in 2009					Annual Increase		5.00%	
			Estimated % of Task in 2010				80%	Net Increase		6.05%	
			Estimated % of Task in 2011				20%	Additional Labor Cost		\$8,907.90	
			Estimated % of Task in 2013								
Direct Expense			Item	Number	Unit Cost	Unit	Direct Cost	Markup %			
			Mileage	2850	\$0.585	mile	\$1,667.25	10%			\$1,833.98
			Camera Use	75	\$15.00	days	\$1,125.00	10%			\$1,237.50
			Good To Go Bridge Toll	95	\$2.75	trips	\$261.25	10%			\$287.38
			Photocopies/Reproduction	1500	\$0.07	sheet	\$105.00	10%			\$115.50
			CD/DVD Discs		\$5.00	each		10%			
EXPENSE SUBTOTAL											\$3,474.35
Expense Escalation			Estimated net increase over task				6.05%	Additional Expense Cost from rate escalation		\$210.20	
Outside Expenses			Description			Direct Cost	Markup %				
Subconsultants			Rosedale Marine			\$46,350.00	10%			\$50,985.00	
			Landau & Associates			\$23,975.04	10%			\$26,372.55	
			Bright Engineering			\$10,344.21	10%			\$11,378.63	
			Grette & Associates			\$9,932.01	10%			\$10,925.21	
CEG TOTAL											\$159,831
Task TOTAL											\$259,492

Prepared By: Jason Van Gilder, P.E.
(Project Manager)

Review By: Bill Fox, P.E.
(Principal)

BUDGET ESTIMATE

PROJECT: WWTP Outfall Replacment (Offshore Portion)

CLIENT: City of Gig Harbor

JOB # GIG005	BILLING MULTIPLIER:	STAFF	Engineering Administrator	Engineer III				Document Production	Coord/ Admin	CADD/ Graphics	TOTAL HOURS	TOTAL COST	
		BILL RATES	\$177.00	\$125.21				\$100.60	\$73.24	\$107.01			
TASK 4 -Project Closeout													
4.1 Record Drawing Review, Comment, and Compilation			4	16				8	8	40	76	\$8,382.48	
4.2 Engineer's Operation and Maintenance Manual			8	20				8	8	20	64	\$7,451.12	
Labor Subtotal at Current Salary Rates			12	36				16	16	60	140	\$15,833.60	
Salary Escalation			Estimated % of Task in 2009							Annual Increase		5.00%	
			Estimated % of Task in 2010					10%		Net Increase		11.42%	
			Estimated % of Task in 2011					75%		Additional Labor Cost		\$1,808.21	
			Estimated % of Task in 2013					15%					
Direct Expense	Item	Number	Unit Cost	Unit	Direct Cost	Markup %							
	Mileage	60	\$0.505	mile	\$30.30	10%			\$33.33				
	Camera Use	2	\$15.00	days	\$30.00	10%			\$33.00				
	Good To Go Bridge Toll	2	\$2.75	trips	\$5.50	10%			\$6.05				
	Photocopies	750	\$0.07	sheet	\$52.50	10%			\$57.75				
	Reproduction (As-Built)		\$150.00	each		10%							
	CD/DVD Discs of Record Drawings (by City as Needed)	8	\$5.00	each	\$40.00	10%			\$44.00				
	Record Drawing Scans	18	\$15.00	each	\$270.00	10%			\$297.00				
EXPENSE SUBTOTAL												\$471.13	
Expense Escalation		Estimated net increase over task					11.42%	Additional Expense Cost from rate escalation		\$53.80			
Outside Expenses		Description		Direct Cost		Markup %							
Subconsultants													
CEG TOTAL												\$18,167	
Task TOTAL												\$18,167	

Prepared By: Jason Van Gilder, P.E.
(Project Manager)

Review By: Bill Fox, P.E.
(Principal)

GIG HARBOR OUTFALL EXTENTION

Construction Services Fee Summary

Bright Engineering

	LABOR		LABOR		Total Expenses	INFLATION		TOTALS		OVERALL
	Principal	Expenses	Total Labor Hours	Total Labor Cost		Labor	Expense	Labor	Expense	
Personnel: Billing Rate/Hour:	\$ 171.95	Cost + MU								
TASK 1 ENGINEERING PROJECT ADMINISTRATION										
1.1 Project Administration										
1.2 Administration Allowance										
exp Task 1 Expense										
Task 1 Labor Hrs Subtotal	0	0	0							
TASK 1 Cost Subtotal	\$ -	\$ -		\$0.00	\$ -	\$ -	\$ -	\$ -	\$0.00	\$ -
TASK 2 ENGINEERING SERVICES DURING BIDDING										
ENGINEERING SERVICES DURING										
TASK 3 CONSTRUCTION										
3.1 Administrative of Project Controls	8		8	\$1,375.58	\$ 83.22		\$ 1,458.81		\$ 1,458.81	
3.2 Provide Design Interpretation	20		20	\$3,438.96	\$ 208.06		\$ 3,647.02		\$ 3,647.02	
3.3 Provide Construction Observation Services	28		28	\$4,814.54	\$ 291.28		\$ 5,105.82		\$ 5,105.82	
3.4 Interface with Maritime Users of the Harbor					\$ -					
3.5 Change Order Preparation and Support					\$ -					
3.6 Permit Support Services					\$ -					
3.7 Punch List and Completion Monitoring					\$ -					
Exp Task 3 Expense		\$125.00			\$125.00	\$ 7.56		\$132.56	\$ 132.56	
Task 3 Labor Hrs Subtotal	56		56							
TASK 3 Cost Subtotal	\$ 9,629.09	\$ 125.00		\$ 9,629.09	\$ 125.00	\$ 582.56	\$ 7.56	\$ 10,211.65	\$132.56	\$ 10,344
ENGINEERING SERVICES DURING TWO-YEAR										
TASK 4 WARRANTY PERIOD										
4.1 Compilation										
4.2 Engineer's Operation and Maintenance Manual										
Exp Task 4 Expense										
Task 4 Labor Hrs Subtotal	0		0							
TASK 4 Cost Subtotal	\$ -	\$ -		\$0.00	\$ -	\$ -	\$ -	\$ -	\$0.00	\$ -
TOTAL BUDGET	9629.088	\$ 125.00	0	\$ 9,629.09	\$ 125.00	\$ 582.56	\$ 7.56	\$ 10,211.65	\$132.56	\$ 10,344

Notes:

GIG HARBOR OUTFALL EXTENSION

Construction Services Fee Summary

Grette Associates, LLC

Personnel: Billing Rate/Hour:	LABOR		Expenses Expenses Cost + MU	LABOR		Total Expenses	INFLATION		TOTALS		OVERALL	
	Principal \$ 157.50	Biologist \$ 99.75		Admin \$ 70.35	Total Labor Hours		Total Labor Cost	Labor	Expense	Labor		Expense
TASK 1 ENGINEERING PROJECT ADMINISTRATION												
1.1 Project Administration												\$ -
1.2 Administration Allowance												\$ -
exp Task 1 Expense												\$ -
Task 1 Labor Hrs Subtotal	0	0	0	0	\$0.00							\$ -
TASK 1 Cost Subtotal	\$ -	\$ -	\$ -									\$0.00
TASK 2 ENGINEERING SERVICES DURING BIDDING												
ENGINEERING SERVICES DURING												
TASK 3 CONSTRUCTION												
3.1 Administrative of Project Controls												\$ -
3.2 Provide Design Interpretation												\$ -
3.3 Provide Construction Observation Services	2	34	2	38	\$3,847.20			\$ 232.76		\$ 4,079.96		\$ 4,079.96
3.4 Interface with Maritime Users of the Harbor												\$ -
3.5 Change Order Preparation and Support												\$ -
3.6 Permit Support Services	2	50	2	54	\$5,445.20			\$ 329.31		\$ 5,772.51		\$ 5,772.51
3.7 Punch List and Completion Monitoring												\$ -
Exp Task 3 Expense			\$75.00			\$75.00		\$ 4.54		\$79.54		\$ 79.54
Task 3 Labor Hrs Subtotal	4	84	4	92	\$ 9,290.40			\$ 562.07	\$ 4.54	\$ 9,852.47		\$ 9,852.47
TASK 3 Cost Subtotal	\$ 630.00	\$ 8,379.00	\$ 281.40			\$ 75.00		\$ 562.07	\$ 4.54	\$ 9,852.47		\$ 9,852.47
ENGINEERING SERVICES DURING TWO-YEAR												
TASK 4 WARRANTY PERIOD												
4.1 Completion												
4.2 Engineer's Operation and Maintenance Manual												
Exp Task 4 Expense	0	0	0	0	\$0.00							\$0.00
Task 4 Labor Hrs Subtotal	0	0	0	0	\$0.00							\$ -
TASK 4 Cost Subtotal	\$ -	\$ -	\$ -									\$ -
TOTAL BUDGET	\$630.00	\$ 8,379.00	\$281.40	92	\$ 9,290.40	\$ 75.00		\$ 562.07	\$ 4.54	\$ 9,852.47		\$ 9,852.47

12/2/2009

GIG HARBOR OUTFALL EXTENSION

Construction Services Fee Summary

Landau Associates, Inc.

Personnel: Billing Rate/Hour:	LABOR		Expenses		LABOR		Total Expenses	INFLATION		TOTALS		OVERALL
	Principal	Associates	Senior Proj	Proj Cord	Total Labor Hours	Total Labor Cost		Labor	Expense	Labor	Expense	
	\$ 199.50	\$ 153.95	\$ 133.35	\$ 84.00								
TASK 1 ENGINEERING PROJECT ADMINISTRATION	3		4		7	\$934.50			\$ 58.60		\$ 994.10	\$ 994.10
1.1 Project Administration												\$ 994.10
1.2 Administration Allowance exp Task 1 Expense												\$ -
Task 1 Labor Hrs Subtotal	3	0	0	4	7	\$934.50			\$ 59.60		\$ 994.10	\$ 994
TASK 1 Cost Subtotal	\$ 598.50	\$ -	\$ -	\$ 336.00					\$ -		\$ 994.10	\$ 994
TASK 2 ENGINEERING SERVICES DURING BIDDING												
ENGINEERING SERVICES DURING CONSTRUCTION												
3.1 Administrative of Project Controls	3		6		9	\$1,395.60			\$ 84.62		\$ 1,483.22	\$ 1,483.22
3.2 Provide Design Interpretation	18	12	2	6	38	\$6,205.10			\$ 375.65		\$ 6,584.75	\$ 6,584.75
3.3 Provide Construction Observation Services	8	8	80	6	102	\$13,999.60			\$ 846.98		\$ 14,846.58	\$ 14,846.58
3.4 Interface with Maritime Users of the Harbor												
3.5 Change Order Preparation and Support												
3.6 Permit Support Services												
3.7 Punch List and Completion Monitoring Exp Task 3 Expense							\$1,000.00		\$ 60.50		\$1,060.50	\$ 1,060.50
Task 3 Labor Hrs Subtotal	29	20	88	12	149							
TASK 3 Cost Subtotal	\$ 5,765.50	\$ 3,079.00	\$11,734.80	\$ 1,008.00		\$ 21,607.30			\$ 1,307.24		\$ 22,914.54	\$ 23,975
ENGINEERING SERVICES DURING TWO-YEAR WARRANTY PERIOD												
TASK 4 WARRANTY PERIOD												
4.1 Completion												
4.2 Engineer's Operation and Maintenance Manual Exp Task 4 Expense												
Task 4 Labor Hrs Subtotal	0	0	0	0	0	\$0.00			\$ -		\$ -	\$ -
TASK 4 Cost Subtotal	\$ -	\$ -	\$ -	\$ -		\$0.00			\$ -		\$ -	\$ -
TOTAL BUDGET	\$6,384.00	\$3,079.00	\$11,734.80	\$1,344.00	156	\$ 22,541.80	\$ 1,000.00	\$ 60.50	\$ 1,366.84	\$ 60.50	\$ 23,908.64	\$ 24,968

GIG HARBOR OUTFALL EXTENSION PROJECT

Construction Services Fee Summary

Rosedale Marine

Billing Rate/ Dive Day or Billing Rate/Hour	Operations		Direct Labor		Total	SUBTOTALS	
	Diver	Boat & Operator	WP/Video Editing			Subtask	Totals
Diving Inspection Services During	\$800.00	\$550.00	\$100.00				
TASK 3 Construction							
3.3 Construction Observations	12	6	4		\$14,500.00		\$41,450.00
Within Harbor (6 days)	6	3	3		\$7,350.00		
HDD Entrance & Exit Pits (3 days)	8	4	4		\$9,800.00		
Make-Up Connections (4 days)	8	4	4		\$9,800.00		
Mitigation Measures (4 days)	4	2	2		\$4,900.00		\$4,900.00
3.7 Punchlist Work Review (2 dives)							
TASK 3 SUBTOTALS	\$34,200.00	\$10,450.00	\$1,700.00		\$46,350.00	\$	\$ 46,350.00
ENGINEERING SERVICES DURING TWO-YEAR							
TASK 4 WARRANTY PERIOD							
TASK 4 SUBTOTALS	\$0.00	\$0.00	\$0.00		\$0.00	\$	-
TOTAL BUDGET	\$34,200.00	\$10,450.00	\$1,700.00		\$46,350.00	\$	\$ 46,350.00



Subject: Sanitary Sewer Facilities Easement and Storm Water Facilities Maintenance Agreement and Restrictive Covenant for Gig Harbor Marina – Bay View Building Project (EN-08-0123)

Proposed Council Action: Approval of the Sanitary Sewer Facilities Easement and Storm Water Facilities Maintenance Agreement and Restrictive Covenant for the Bay View Building Project as presented.

Dept. Origin: Public Works/Engineering

Prepared by: Willy Hendrickson Engineering Technician

For Agenda of: December 14, 2009

Exhibits: Sanitary Sewer Facilities Easement and Storm Water Facilities Maintenance Agreement and Restrictive Covenant

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CLH 12/9/09, RSK 12/9/09, VIA EMAIL, NA, D& 12/8/09

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

INFORMATION / BACKGROUND

As a condition of project approval of the Bay View Building Project located at 3323 Harborview Drive, Gig Harbor, Sanitary Sewer and Storm Water Facilities Maintenance Agreements are required. This will ensure that the sanitary sewer system and storm water system will be constructed, operated and maintained in accordance with all applicable rules and regulations.

FISCAL CONSIDERATION

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

RECOMMENDATION / MOTION

Move to: Approve the Sanitary Sewer Facilities Easement and Storm Water Facilities Maintenance Agreement and Restrictive Covenant for the Bay View Building Project as presented.

AFTER RECORDING RETURN TO:

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

WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM

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

Storm Water Facilities Maintenance Agreement and Restrictive Covenant

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

Gig Harbor Marina

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)

Lot 3 & East 25 feet of Lot 4, Block 1, Town of Millville, Book 2 of Plats, Page 23

Assessor's Property Tax Parcel or Account Number: 597000-003-0

Reference Number(s) of Documents assigned or released: _____

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this 12th day of August, 2009, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gig Harbor Marina, a Corporation organized under the laws of the State of Washington, located and doing business at 3323 Harborview Drive, Gig Harbor, WA 98332-2126 (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 Bay View Building located at 3323 Harborview Drive (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Michael F. Wnek, P.E., PS, dated January 2, 2009 (hereinafter the "Drainage System Drawing"), 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 as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

TERMS

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

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

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects. Nothing herein creates an obligation of the City to inspect or monitor the drainage system.

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

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

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

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

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

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt or three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
Gig Harbor Marina
3323 Harborview Drive
Gig Harbor, WA 98332-2126

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this 12th day of August, 200917th.

THE CITY OF GIG HARBOR

By: _____
Its Mayor

OWNER

By: Stanley D. Stearns

Its: Pres

Print Name: Stanley D. Stearns

ATTEST:

City Clerk

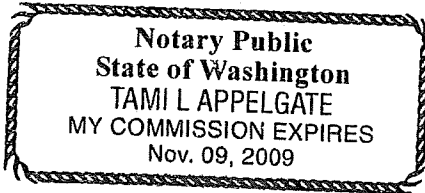
APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that STANLEY D. STERNIS 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 Gig Harbor Marina, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8.17.09



Tami L Appelgate

Notary Public in and for the
State of Washington,
Title: NOTARY
My appointment expires: 11-09-09

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

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

DATED: _____

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

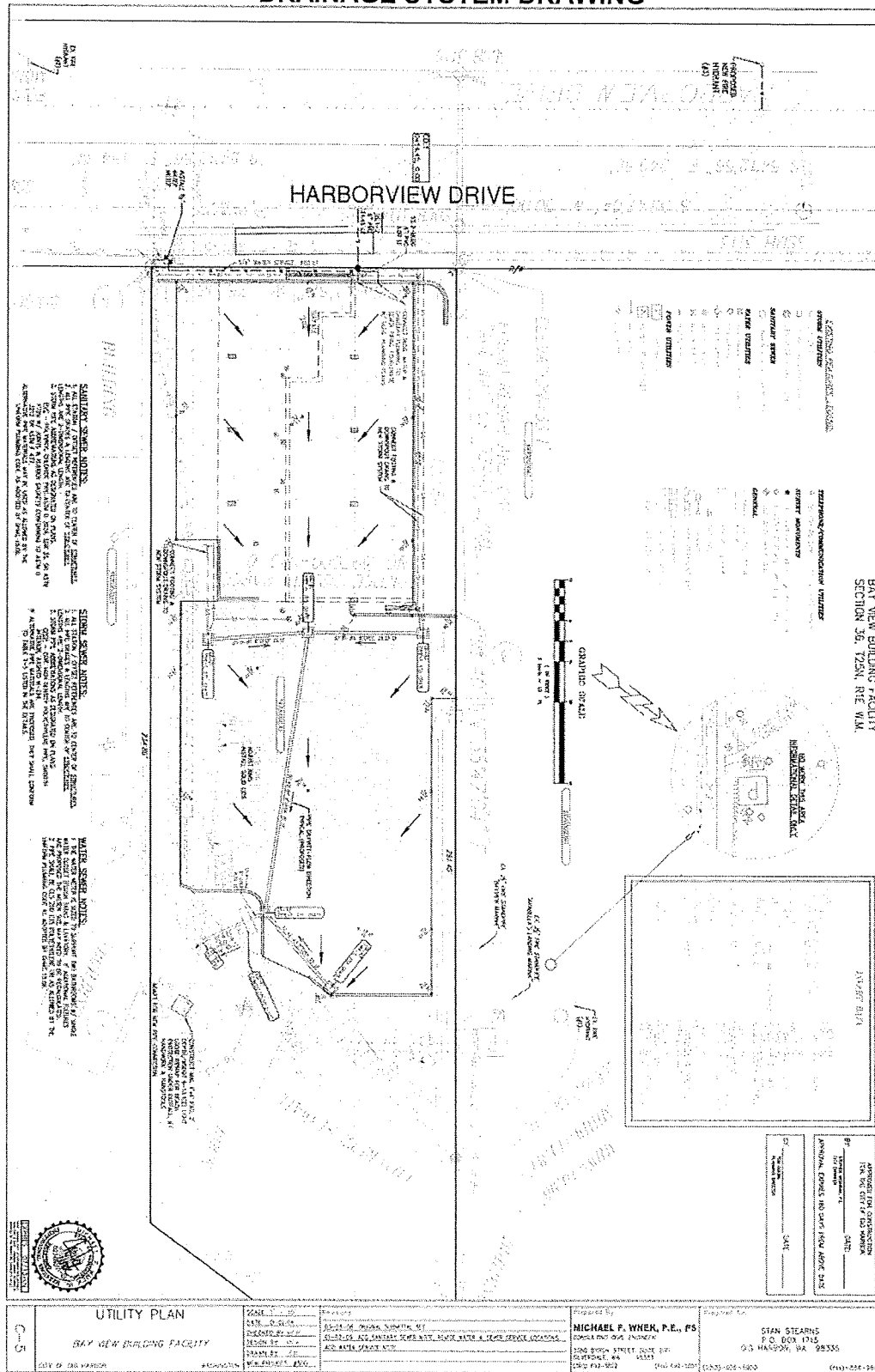
BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 IN BLOCK 1 OF TOWN OF MILLVILLE, PIERCE COUNTY, W.T., ACCORDING TO PLAT RECORDED IN BOOK 2 OF PLATS AT PAGE 23, IN PIERCE COUNTY, WASHINGTON; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK, 75 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 4 OF SAID BLOCK 1, TO THE GOVERNMENT MEANDER LINE; THENCE SOUTHERLY ALONG SAID MEANDER LINE TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 3, PRODUCED; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE POINT OF BEGINNING.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, ABUTTING THEREON, EXTENDING TO THE LINE OF EXTREME LOW TIDE.

EXCEPT ANY PORTION LYING BELOW THE INNER HARBOR LINE.

TOGETHER WITH ALL OF SELLERS' INTEREST IN AND TO THAT CERTAIN LEASE OF ADJACENT AQUATIC LANDS BETWEEN THE STATE OF WASHINGTON, AS LESSOR, AND EDWARD J. AND WILMA CONAN, AS LESSEE, DATED JUNE 7, 1990, RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 9104300817, AS AMENDED BY INSTRUMENT DATED OCTOBER 22, 1990, RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 9104300819, AND ASSIGNED TO GRANTORS BY INSTRUMENT DATED JUNE 26, 1992, RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 9409020345

EXHIBIT B
DRAINAGE SYSTEM DRAWING



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)
Gig Harbor Marina

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)
Lot 3 & East 25 feet of Lot 4, Block 1, Town of Millville, Book 2 of Plats, Page 23

Assessor's Property Tax Parcel or Account number: 597000-003-0

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 12th day of August, 2009, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gig Harbor Marina, a Corporation, located and doing business at 3323 Harborview Drive, Gig Harbor, WA 98332-2126 (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 Bay View Building located at 3323 Harborview Drive, (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 Michael F. Wnek, P.E., PS, dated 01-02-09 (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 nor owned, operated or 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 Not Applicable, 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 Public Works 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 Public Works 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, but not the obligation, to inspect and monitor the Owner's system. In addition, the City 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 terms of this Easement and Maintenance Agreement are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 12. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt or three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

To the City:
City Engineer
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

To the Owner:
Gig Harbor Marina
3323 Harborview Drive
Gig Harbor, WA 98332-2126

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

Section 14. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

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

IN WITNESS WHEREOF, the parties have caused this Easement and Maintenance Agreement be executed this 12th day of August, 2009.

THE CITY OF GIG HARBOR

By: _____
Its Mayor

OWNER
By: Stanley D. Stearns
Its: Prs
Owner, President, or Managing Member
Print Name: Stanley D. Stearns

APPROVED AS TO FORM:

ATTEST:

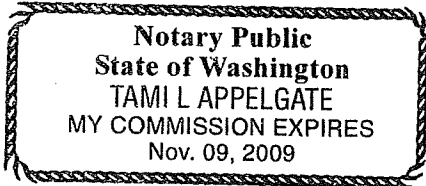
City Attorney

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that STANLEY D. STEARN 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 Gig Harbor Marina, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 8.17.09



[Signature]
Notary Public in and for the
State of Washington,
Title: NOTARY
My appointment expires: 11-09-09

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

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

DATED: _____

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

EXHIBIT A
PROPERTY LEGAL DESCRIPTION

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT 3 IN BLOCK 1 OF TOWN OF MILLVILLE, PIERCE COUNTY, W.T., ACCORDING TO PLAT RECORDED IN BOOK 2 OF PLATS AT PAGE 23, IN PIERCE COUNTY, WASHINGTON; THENCE NORTHWESTERLY ALONG THE SOUTHWESTERLY LINE OF SAID BLOCK, 75 FEET; THENCE NORTHEASTERLY PARALLEL WITH THE NORTHWESTERLY LINE OF LOT 4 OF SAID BLOCK 1, TO THE GOVERNMENT MEANDER LINE; THENCE SOUTHERLY ALONG SAID MEANDER LINE TO AN INTERSECTION WITH THE SOUTHEASTERLY LINE OF SAID LOT 3, PRODUCED; THENCE SOUTHWESTERLY ALONG SAID LINE TO THE POINT OF BEGINNING.

TOGETHER WITH SECOND CLASS TIDELANDS, AS CONVEYED BY THE STATE OF WASHINGTON, ABUTTING THEREON, EXTENDING TO THE LINE OF EXTREME LOW TIDE.

EXCEPT ANY PORTION LYING BELOW THE INNER HARBOR LINE.

TOGETHER WITH ALL OF SELLERS' INTEREST IN AND TO THAT CERTAIN LEASE OF ADJACENT AQUATIC LANDS BETWEEN THE STATE OF WASHINGTON, AS LESSOR, AND EDWARD J. AND WILMA CONAN, AS LESSEE, DATED JUNE 7, 1990, RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 9104300817, AS AMENDED BY INSTRUMENT DATED OCTOBER 22, 1990, RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 9104300819, AND ASSIGNED TO GRANTORS BY INSTRUMENT DATED JUNE 26, 1992, RECORDED UNDER PIERCE COUNTY AUDITOR'S FEE NO. 9409020345

EXHIBIT B

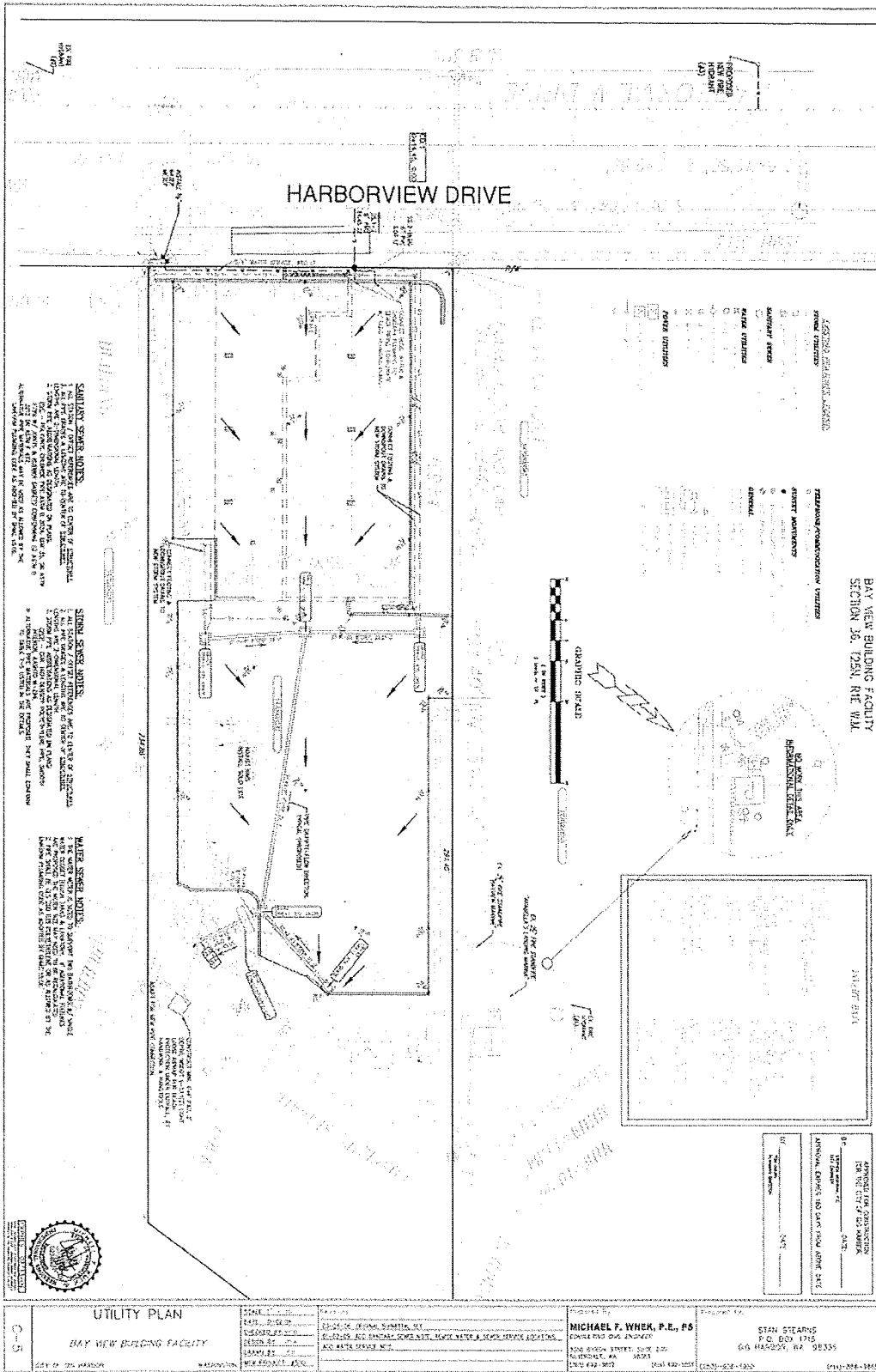


EXHIBIT C
EASEMENT LEGAL DESCRIPTION

Not Applicable



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

Subject: Lisa Clark Appeal of Denial of Encroachment Permit

Dept. Origin: Public Works

Proposed Council Action: Affirm Staff Denial of the Encroachment Permit for the Six Foot High Wood Cedar fence constructed by Clark within City right of way.

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

For Agenda of: December 14, 2009

Exhibits: Exhibit A, September 18, 2009 Sight Distance Evaluation Memorandum.
Exhibit B, October 7, 2009 City Notice of Decision.
Exhibit C, October 19, 2009 Statement of Appeal.
Exhibit D, December 3, 2009 Sight Distance Photo Memorandum.
Exhibit E, Soundview Right of Way Exhibit.
Exhibit F, City Staff's Memorandum of Authorities in Support of Dismissal of Appeal, dated November 18, 2009.

	Initial & Date
Concurred by Mayor:	<u><i>CLH 12/9/09</i></u>
Approved by City Administrator:	<u><i>PK</i></u>
Approved as to form by City Atty:	<u><i>via e-mail</i></u>
Approved by Finance Director:	
Approved by Department Head:	<u><i>DB 12/9/09</i></u>

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

Ms. Lisa Clark constructed a fence within the City right of way along Soundview Drive without obtaining an encroachment permit under Chapter 12.02 GHMC. After construction of the fence, Ms. Clark made application for an encroachment permit. Pursuant to GHMC 12.02, an encroachment permit is required from the City for any structures that are to be located within the City right of way or interfere with the free use of the City's right of way. On July 13, 2009, Engineering staff visited the location of the fence and conducted a sight distance evaluation to ensure that adequate stopping sight and intersection sight distance is available at the intersection of Grandview Place and Soundview Drive.

The results of the evaluation indicated that there was inadequate sight distance available at this intersection. The criteria utilized in the evaluation is summarized in a memo from Senior Engineer, Jeff Langhelm to Stephen Misiurak, City Engineer dated September 18, 2009, Exhibit A. The engineering methodology utilized in performing the sight distance evaluation is in accordance with the AASHTO "Geometric Design of Highways and Streets", 2004 Edition, a nationally recognized engineering technical manual utilized by agencies throughout the country.

As a result of the sight distance evaluation, on October 7, 2009, the City Engineer denied the encroachment as contained within the Notice of Decision, EN-08-055, Exhibit B. Ms. Clark then appealed the City's Engineer's denial of the Street Obstruction Permit on October 19, 2009, Exhibit C. In November, the City confirmed through a formal land survey that the fence is located approximately 4 feet within City right of way, Exhibit E. On October 23, 2009, City staff then photographed the actual sight distance available and measured it to be approximately 140 feet. The required minimum sight distance is 280 feet. Photos are attached depicting the location of the available sight distance, Exhibit D. The location and height of the fence as depicted in the photographs causes a serious sight distance impediment which results in a serious safety issue, as there is insufficient stopping sight distance available to vehicular traffic.

Carol Morris, the City's designated legal counsel representing the City staff on this issue has prepared a "City Staff's Memorandum of Authorities in Support of Dismissal of Appeal, dated November 18, 2009, Exhibit F.

RECOMMENDATION/MOTION

The City Engineer affirms the methodology and analysis utilized in his decision to deny the encroachment permit and recommends Council uphold this denial.



MEMORANDUM

DATE: September 18, 2009
TO: Steve Misiurak, PE, City Engineer
FROM: Jeff Langhelm, PE, Senior Engineer
SUBJECT: **Sight Distance Evaluation**

LOCATION: Intersection of Grandview Place/Soundview Drive

REFERENCE: A Policy on Geometric Design of Highways and Streets 2004 (AASHTO)
Schematic of Intersection Sight Distance Triangle – Dated July 13,
2009

BACKGROUND: The City of Gig Harbor Public Works Department has reviewed the current available sight distance along Soundview Drive (the major road) for vehicles approaching from Grandview Place (the minor road) to the east. The reason for the sight distance evaluation pertains to a wooden fence that was installed by the homeowner at the southeast corner of the intersection of Soundview Drive and Grandview Place. This fence was installed in City of Gig Harbor right of way without an encroachment permit. Upon notice by the City, the homeowner subsequently submitted an encroachment permit for construction of the fence. To date a decision on the pending encroachment permit has not been made.

EXISTING CONDITIONS: Public Works staff visited the sight at 3 PM on July 13, 2009. At the time of the sight visit, the weather was overcast with an air temperature of approximately 60 degrees F. The posted speed of Soundview Drive is 25 MPH.

DISCUSSION and ANALYSIS: Measurements were taken south along Soundview Drive from the intersection of Soundview Drive and Grandview Place to verify minimum necessary dimensions exist for a sight distance triangle in accordance with the City of Gig Harbor Public Works Standards and the 2004 AASHTO manual. The starting location for establishing the hypotenuse of the sight distance triangle is known as the decision point. This point is located along the minor road 10 ft from the nearest edge of the travel lanes. According to Exhibit 9-55 of the 2004

EXHIBIT A

*Appeal Hearing
Page 4 of 31*

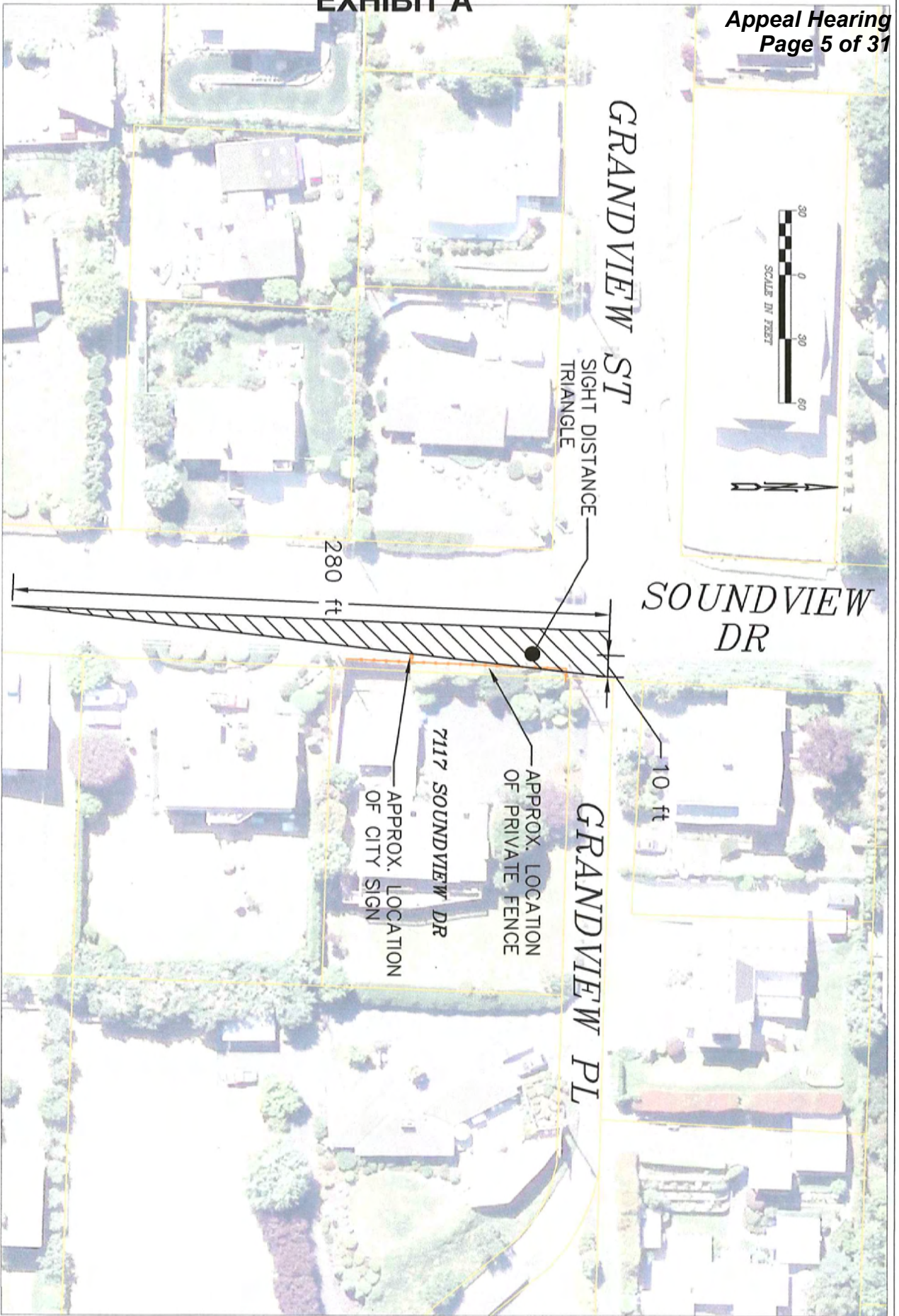
Steve Misiurak, PE, City Engineer
Page 2 – Site Distance Evaluation
September 18, 2009

AASHTO manual a distance of 280 ft would be necessary to achieve adequate sight distance.

Based on the measurements collected on July 13, 2009 and applying the information regarding adequate sight distance described above, the fence is located within the sight distance triangle and adequate sight distance is not available. The attached schematic shows the fence and the sight distance triangle at this location.

RECOMMENDATION: Deny the encroachment permit application and, if relocation of the fence is desired, relocate the fence to a position beyond the sight distance triangle at this intersection. Any relocation of the fence at this site should include submittal of a sight distance certification prepared by a civil engineer licensed in the State of Washington and acceptance by the City of Gig Harbor.

EXHIBIT A



REVISIONS		<p>G1G HARBOR "THE MARITIME CITY"</p>	ENGINEERING DIVISION		3510 Grandview Street G1g Harbor, VA 98535 (253) 851-8170	
DESIGNED BY	DRYAN ST		GRANDVIEW PL AND SOUNDVIEW DR			
CHECKED BY	DRYAN ST		INTERSECTION SIGHT DISTANCE			
APPROVED BY	DRYAN ST		JOB NO.		-	
OWNER	DRYAN ST		DRAWING NO.		-	
		SHEET		OF		
				1		

CITY OF GIG HARBOR
NOTICE OF DECISION
ENCROACHMENT PERMIT

Applicant: Lisa Clark
Application No. EN-08-055

I. Background.

A wood fence was installed in City of Gig Harbor right-of-way adjacent to Soundview Drive near the intersection of Grandview Place, without an encroachment permit being obtained from the City of Gig Harbor, by the abutting property owner, Lisa Clark. Upon notice by the City of the need for this permit, Ms. Clark subsequently submitted an encroachment permit application to maintain the fence in City right-of-way.

II. Existing Conditions.

Public Works staff, Senior Engineer (Jeff Langhelm, P.E.) visited the site at 3:00 p.m. on July 13, 2009. At the time of the site visit, the weather was overcast with an air temperature of approximately 60 degrees F. The posted speed of Soundview Drive is 25 miles per hour.

III. Discussion and Analysis.

Distance measurements were taken south along Soundview Drive from the intersection of Soundview Drive and Grandview Place to verify that the minimum necessary dimensions exist for a sight distance triangle in accordance with the City of Gig Harbor Public Works Standards and the 2004 AASHTO Geometric Design of Highways and Streets Manual. The starting location for establishing the hypotenuse of the sight distance triangle is known as the decision point. This point is located along the minor road ten feet from the nearest edge of the travel lanes. According to Exhibit 9-55 of the 2004 AASHTO Manual, a minimum intersection sight distance of 280 feet would be necessary to achieve adequate sight distance.

As shown on the attached map, which is incorporated herein by this reference, the Clark fence is located within the sight distance triangle because it has been constructed less than 280 feet from the decision point.

IV. Findings.

Under Gig Harbor Municipal Code Section 12.02.030, an encroachment permit may be issued to the applicant if all requirements deemed relevant by the director of public works are met. The requirements applicable to this application include:

A. The proposed use will not protrude into or over any portion of a public right-of-way or public place open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the use of such public place by vehicle or pedestrian traffic.

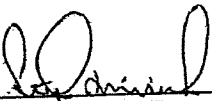
GHMC Section 12.02.030.

Based on the measurements collected on July 13, 2009 and applying the information regarding adequate sight distance described above, the fence is located within the sight distance triangle and adequate sight distance is not available. Therefore, the City Engineer finds that the fence does not meet GHMC Section 12.02.030(A) above, because the fence protrudes over a portion of City right-of-way in such a manner as to create a likelihood of endangering the use of Soundview Drive by vehicle or pedestrian traffic.

V. Conclusion.

Application EN-08-055 for an Encroachment Permit by Lisa Clark shall not issue, and the permit is hereby denied.

Dated: 10/17/2009

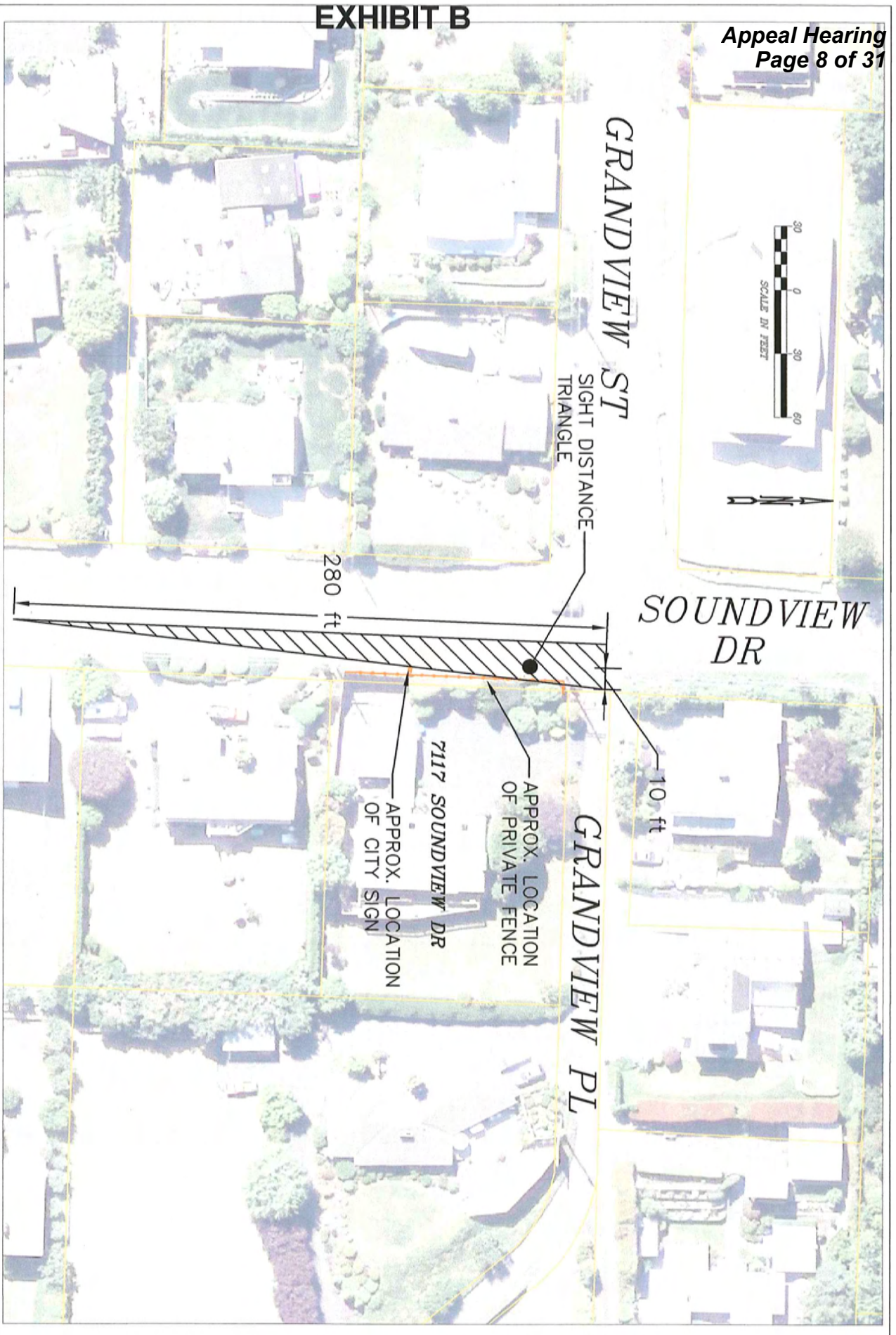


CITY ENGINEER

Appeal: As set forth in GHMC Section 12.02.060:

Any decision of the director of public works or the director's designee, with respect to the issuance, refusal to issue or revocation or refusal to revoke a permit may be appealed to the city council by filing a notice of intent to appeal such decision with the city administrator/clerk within 10 days of the date of issuance of the decision being appealed. If an appeal from any such decision is taken, the appellant shall be required to pay a nonrefundable appeal fee in an amount of not less than \$100.00. The appeal shall include a complete statement of the reason or reasons that form the basis of the appeal. The decision of the city council shall be final, binding and conclusive, the decision being solely within the discretion of the legislative body.

EXHIBIT B



REVISIONS	DESIGNED BY	DATE
	DRAWN BY	
	CHECKED BY	
	APPROVED BY	
	SCALE	
	OTHER	
<p>CITY OF GIG HARBOR "THE MARITIME CITY"</p>		<p>ENGINEERING DIVISION 3510 Grandview Street Gig Harbor, WA 98335 (253) 851-8170</p>
<p>GRANDVIEW PL AND SOUNDVIEW DR</p>		
INTERSECTION SIGHT DISTANCE		JOB NO.
		DRAWING NO.
		SHEET
		1 of 1

EXHIBIT C

OCT 19 2009

CITY OF GIG HARBOR
Read by Mally Dowdlee

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BEFORE THE GIG HARBOR CITY COUNCIL

LISA CLARK

Appellant,

v.

CITY OF GIG HARBOR

Respondent.

Application No. EN-08-055

STATEMENT OF APPEAL

COMES NOW Lisa Clark, a property owner, who owns a home located at 7117 Soundview Drive, Gig Harbor, Washington 98335 appeals the City of Gig Harbor's decision refusing to grant an encroachment permit. The appeal is based on the following circumstances:

1. Ruling on an encroachment permit and refusing to grant the encroachment permit runs afoul of the Hearing Examiner's decision dated January 25, 2009. The Hearing Examiner's decision stated in Finding of Fact No. 14:

The appellant, who has also applied for an encroachment permit to allow the fence in the right of way **which is to be decided after resolution of the zoning issues.**

2. The City Council committed error by prematurely ruling on the encroachment permit before resolution of zoning issues; zoning issues will not be

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resolved until the Court of Appeals, Division II rules on the appeal of the Superior Court decision and Hearing Examiner's decision which is currently pending before it.

3. Moreover, City employee, Willy Henderson testified, at the hearing before the City Hearing Examiner, that the City routinely grants encroachment permits. Such permits are typically granted by the City and the City rescinds the license if it needs the right of way for a particular purpose.

4. Here, the City claim that Ms. Clark needs an encroachment permit is not authorized; the City does not own the property on which Ms. Clark's fence is located. There is, thus, no proper legal justification for its claim that Ms. Clark needs an encroachment permit; her fence is located down in a gulley many feet below the City right-of-way on property owned by Ms. Clark.

5. The City claim that the fence impaired AASHTO standards governing the site distance triangle are incorrect; the City has misapplied such requirements in this case. Ms. Clark's fence does not intrude into the City portion of the public right-of-way or any public place open to pedestrian travel or impair visibility of travelers on the road; it is many, many feet away from the road.

6. There is no likelihood that the granting of an encroachment permit would endanger vehicular or pedestrian traffic.

7. There is no credible evidence that the fence encroaches on the site distance triangle.

8. There is no justification for applying the site distance triangle requirements in this case; GHMC 17.01.080 which articulates such requirements specifies that such requirements only apply to corner lots.

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9. The Hearing Examiner's decision in Conclusion No. 6 recognized that Ms. Clark's lot is not a corner lot. It further noted, in Conclusion No. 7, that "because the lot does not meet the definition of "corner lot" in Chapter 17, Section 17.01.080 [the site distance triangle requirement] does not apply." It violates fundamental fairness, the appearance of fairness and due process for the City, on an ad hoc basis to devise requirements applicable to a particular permit as it has in this case.

10. The Local Project Review Statute demands that in a permit review process the only requirements that can be considered are those adopted, existing requirements.

11. It also violates Ms. Clark's right to equal protection and fundamental fairness for the City to treat Ms. Clark differently than other similarly situated property owners owning property along Soundview Drive; such owners have constructed fences between 5 and 6 feet tall to shield their homes from nuisance effects associated with traffic noises, traffic lights and traffic sounds. Such fences have been constructed within the past two years. There is no justification for singling out Ms. Clark and treating her differently than such property owners.

12. Such fences are between 5 to 6 feet tall and have been constructed within the past year. Such property owners have apparently been issued encroachment permits to authorize fences that are exactly similar to Ms. Clark's fence.

13. The City erroneously denied the encroachment permit.

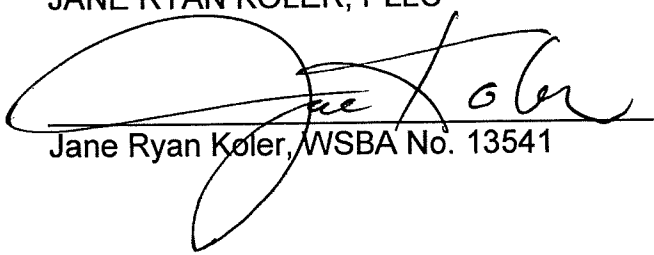
For the above reasons, Ms. Clark asks that her appeal be granted and that the City reconsider and reverse its decision denying an encroachment permit to Ms. Clark or, in the alternative, Ms. Clark asks that the City withdraw its premature decision and

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decline to rule on issues pertaining to the encroachment permit until issues pertaining to her appeal have been resolved as ordered by the Hearing Examiner.

DATED this 17 day of October, 2009.

LAW OFFICES OF
JANE RYAN KOLER, PLLC



Jane Ryan Koler, WSBA No. 13541



MEMORANDUM

DATE: December 3, 2009
TO: Steve Misiurak, PE, City Engineer
FROM: Jeff Langhelm, PE, Senior Engineer
SUBJECT: **Discussion of Sight Distance Photos**

LOCATION: Intersection of Grandview Place/Soundview Drive

BACKGROUND: The City of Gig Harbor Public Works Department has reviewed the current available sight distance along Soundview Drive (the major road) for vehicles approaching from Grandview Place (the minor road) to the east. The reason for the sight distance evaluation pertains to a wooden fence that was installed by the homeowner at the southeast corner of the intersection of Soundview Drive and Grandview Place. This fence was installed in City of Gig Harbor right of way without an encroachment permit. Upon notice by the City, the homeowner subsequently submitted an encroachment permit for construction of the fence. On October 6, 2009 the City denied the encroachment permit due to the fence causing inadequate sight distance at the intersection of Grandview Place and Soundview Drive.

On October 23, 2009 Public Works staff visited the site to approximate the existing available sight distance.

EXISTING CONDITIONS: At the time of the sight visit, the weather was cloudy with showers and an air temperature of approximately 55 degrees F. The posted speed of Soundview Drive is 25 MPH.

DISCUSSION: Staff established the location south along Soundview Drive from the intersection of Soundview Drive and Grandview Place necessary for an adequate sight distance triangle in accordance with the City of Gig Harbor Public Works Standards and the 2004 AASHTO manual. This distance is 280 ft.

At this location staff stood with a tape measure to indicate the necessary vehicle height. Adequate sight distance is not provided due to the location of the fence. This is shown in photograph IMG0184.JPG. Therefore staff relocated to a point where sight distance is available. This is shown in photograph IMG0186.JPG. The distance at this location where sight distance is available is approximately 140 ft.



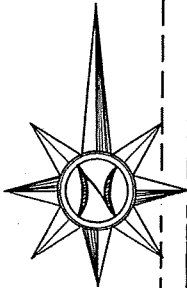


EXHIBIT E

SOUNDVIEW RIGHT-OF-WAY EXHIBIT

GRANDVIEW AVENUE

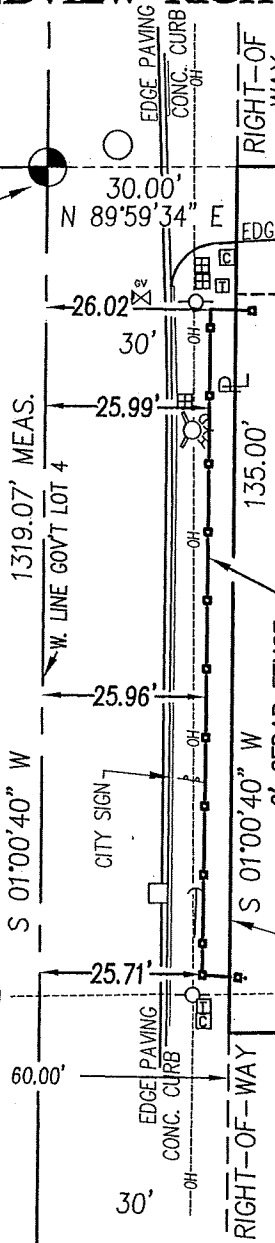
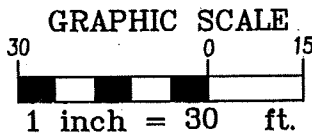
N.W. CORNER
GOV'T LOT 4
FOUND 2" SURFACE
BRASS MONUMENT
W/"PUNCH", 10/29/09
CITY MONUMENT # 82



SOUNDVIEW DRIVE
(WICKERSHAM CO. RD.)

RIGHT-OF-WAY

S.W. CORNER
GOV'T LOT 4
FOUND 2" SURFACE
BRASS MONUMENT
W/"PUNCH", 10/29/09
CITY MONUMENT # 81



A.P.N. 022103-4-035

**A.P.N. 022108-4-085
SITE DESCRIPTION**

A TRACT OF LAND IN GOVERNMENT LOT 4,
SECTION 8, TOWNSHIP 21 NORTH, RANGE 2
EAST, W.M., IN PIERCE COUNTY, WASHINGTON
DESCRIBED AS FOLLOWS:

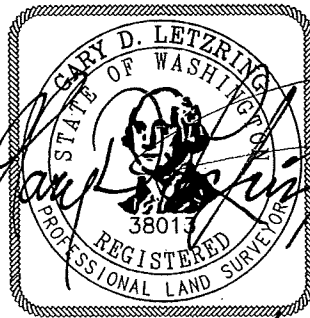
COMMENCING AT THE NORTHWEST CORNER
OF SAID GOVERNMENT LOT 4; THENCE
NORTH 89°59'34" EAST 30 FEET TO THE
EAST SIDE OF STATE HIGHWAY AND TRUE
POINT OF BEGINNING; THENCE SOUTH
1°00'40" WEST 135 FEET ALONG SAID
HIGHWAY; THENCE NORTH 89°59'34" EAST
150 FEET; THENCE NORTH 1°00'40" EAST
135 FEET TO THE NORTH LINE OF
GOVERNMENT LOT 4; THENCE SOUTH
89°59'34" WEST 150 FEET TO THE TRUE
POINT OF BEGINNING.

(PER A.F.N. 200204240939, 200308290782,
200412280847, & 200802050458)

BASIS OF BEARING
PER RECORD SITE LEGAL DESCRIPTION

RIGHT-OF-WAY NOTES:

- 60 FOOT WIDTH PER COUNTY ROAD PLAN DATED 12/1929
- 60 FOOT WIDTH PER WHEELER SURVEY DATED 3/1952
- 60 FOOT WIDTH PER COUNTY ASSESSOR RECORDS
- 60 FOOT WIDTH PER SITE LEGAL DESCRIPTION



PRIZM SURVEYING INC.
P. O. BOX 110700
TACOMA WA. 98411

ESTABLISHED 1993 OFFICE 253-404-0983
FAX 253-404-0984
CONSTRUCTION LAYOUT - BOUNDARY AND TOPOGRAPHIC SURVEYS

11/2/09 JOB NO. 2009-058

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BEFORE THE CITY COUNCIL
GIG HARBOR, WASHINGTON

In re: the appeal of LISA CLARK,
of the City Engineer's denial of an
encroachment permit.

No. EN-08-055

CITY STAFFS' MEMORANDUM OF
AUTHORITIES IN SUPPORT
OF DISMISSAL OF APPEAL

I. Request for Relief.

On October 7, 2009, the City Engineer denied Lisa Clark's application EN-08-055 for an encroachment permit. Ms. Clark has appealed this decision to the City Council. The appeal should be denied for the reasons set forth herein.

II. Facts.

A. The Fence. Petitioner Clark (hereinafter "Clark") erected a fence, portions of which are six feet eight inches tall, within City right-of-way on Soundview Drive. In order for the Council to make the necessary findings related to this appeal, it should consider the following:

1 Clark's inconsistent allegations.

2 1. Clark states that she "erected a fence in her side yard, which she placed down in
3 a gully."¹

4 2. Clark alleges that "her fence . . . had been constructed in an unused part of the
5 City right-of-way."²

6 3. Clark asserts that "The height of Ms. Clark's fence is under six feet."³

7 4. Clark contends that she "constructed a fence along an interior lot line to protect
8 her home . . ."⁴

9 5. Clark believes that her "fence does not protrude into any portion of the public
10 right-of way nor public place which is open to vehicles or pedestrian use."⁵

11 6. Clark states that: "the part of the right-of-way on which Ms. Clark's fence is
12 located has a steep incline and it is at a significantly lower grade than the level of the road
13 shoulder."⁶

14 7. Clark alleges that: "the City does not own the property on which Ms. Clark's
15 fence is located. . . . her fence is located down in a gully many feet below the City right-of-
16 way on property owned by Ms. Clark."⁷

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23 ¹ Complaint, ln. 12, p. 2; *Clark v. Gig Harbor*, Pierce County Superior Court Cause No. 09-2-05944-1.

24 ² *Id.*, ln. 18, p. 2.

25 ³ *Id.*, ln. 5.5, p. 2.

⁴ *Id.*, ln. 23, p. 2.

⁵ *Id.*, ln. 3-4, p. 4.

⁶ *Id.*, ln. 8-9, p. 4.

⁷ Clark's Statement of Appeal, ln. 9-12, p. 2, dated October 19, 2009.

1 8. Clark asserts that her “fence does not intrude into the City portion of the public
2 right-of-way or any public place open to pedestrian travel or impair visibility of travelers on the
3 road; it is many, many feet away from the road.”⁸

4 City Staff’s Findings.

5 1. The City hired Prizm Surveying, Inc. to determine whether or not Clark’s fence
6 is located in the City right-of-way.⁹ As is evident from the survey, the Clark fence is within the
7 City’s right-of-way for Soundview Drive, at the intersection of Grandview Place. It is outside
8 of the improved area of the roadway, but it is still within the City right-of-way.

9 2. The City staff visited the site and have taken pictures of the obstruction caused
10 by the Clark fence.¹⁰

11 3. The City Hearing Examiner also determined that “the fence is constructed
12 within the Soundview Drive right-of-way and turns the corner to run along Grandview Place.”¹¹

13 **B. Permits and Approvals for the Fence.** The Clark fence was constructed
14 without any permits or other authorization from the City, even though the City has a street
15 obstruction permit procedure to authorize structures in City right-of-way.¹² Building permits
16 are also required for the construction of fences over six feet in height.¹³

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23 ⁸ *Id.*, ln. 15-17, p. 2.

⁹ Copy of Prizm Survey is attached hereto as Exhibit A.

24 ¹⁰ Pictures taken by Jeff Langhelm on October 23, attached hereto as Exhibit B.

¹¹ Hearing Examiner’s Decision on APP 08-0001, dated January 27, 2009, No. 3, p. 1.

25 ¹² Chapter 12.02 GHMC.

¹³ Gig Harbor Municipal Code (GHMC) Section 15.06.020(B), IRC 105.2(2).

1 C. Design Approval and pending Judicial Appeals. Clark applied to the City for
2 design review approval for the fence.¹⁴ Design review approval does not authorize any
3 construction to proceed, it merely provides approval of the design of the structure.¹⁵
4

5 Design approval was denied, and Clark appealed the City's decision to the Hearing
6 Examiner. The Examiner affirmed the denial in her decision of January 27, 2009 on APP 08-
7 0001.

8 Ms. Clark appealed the Hearing Examiner's decision to Pierce County Superior Court
9 in Cause No. 09-2-05944-1. This appeal was based on the Land Use Petition Act (chapter
10 36.70C RCW, "LUPA") and alleged that the City violated her constitutional rights of due
11 process, equal protection, claiming that the City's actions are "ultra vires," and that damages
12 should be awarded to her under 42 U.S.C. Section 1983 and chapter 64.40 RCW. The City
13 removed the case to U.S. District Court under Case No. C09-5009 FDB. Thereafter, this Court
14 remanded the state claims (LUPA, "ultra vires" "unconstitutional action" and damages under
15 64.40 RCW) and stayed the federal claim (1983 claim). Once the state claims were back in
16 Pierce County Superior Court, the City moved the Court for a summary judgment, which was
17 granted on July 2, 2009, as to all claims.
18

19 Ms. Clark has appealed the Superior Court's decision. She alleges that even though the
20 Superior Court granted the City's motion for summary judgment (thereby finding that the City
21 didn't act unconstitutionally), that the case still should have been remanded to the federal court.
22 She argues that the federal court should make its own finding that because the City acted in
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25 ¹⁴ Hearing Examiner's Decision on APP 08-001, dated January 27, 2009, No. 12, p.3.

¹⁵ GHMC Section 17.98.010.

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1 accordance with the constitution, Ms. Clark is not entitled to any damages under 42 U.S.C.
2 Section 1983.

3 **D. Building Permit.** The Hearing Examiner found that the fence was 6 feet, 8
4 inches tall.¹⁶ This finding of fact was not challenged on appeal by Ms. Clark and is therefore
5 final. A building permit is required for any fence taller than six feet in height.¹⁷ Ms. Clark has
6 not applied for a building permit.
7

8 **E. Street Use/Obstruction Permit.** The building permit would authorize
9 construction of the fence, but only a street obstruction permit could authorize construction of
10 the fence in the City's right-of-way. Clark submitted an application for a street obstruction
11 permit (but not for a building permit).¹⁸ This permit was denied by the City Engineer on
12 October 7, 2009 under a Notice of Decision, EN-08-055.
13

14 **F. Appeal of Street Use/Obstruction Permit Denial.** Ms. Clark appealed the
15 City's denial of the Street Obstruction Permit on October 19, 2009.

16 **II. Issues Presented.**¹⁹

17 **A. Does the Hearing Examiner's decision require that the City wait to**
18 **issue a final decision on the encroachment permit until all of the**
19 **courts rule on her premature appeal of the design issue? (Clark**
20 **appeal issue Nos. 1, 2 and ln. 22-24, p. 3 and ln 1-3, p. 4 of appeal**
21 **statement.)**
22

23 ¹⁶ Hearing Examiner Decision, No. 1, p. 1.

24 ¹⁷ IRC Section 105.2.2.

25 ¹⁸ Hearing Examiner's Decision, No. 14, p. 3, Ex. A to Complaint.

¹⁹ Clark submitted two documents, the "Intent to Appeal City Decision Denying Encroachment Permit" and "Statement of Appeal." Both have the same language and raise the same issues. This brief refers to the numbers of the appeal issues in the Statements of Appeal.

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- 1 **B. Is the City precluded from denying an encroachment permit because**
2 **a City staff person testified before the Hearing Examiner that “the**
3 **City routinely grants encroachment permits?”²⁰ (Clark appeal issue**
4 **C. Is the fence constructed on City right-of-way, and does Clark need**
5 **an encroachment permit for its continued maintenance in the right-**
6 **D. Did the City misapply the applicable standards for granting an**
7 **Encroachment permit, and does the fence “intrude into the City**
8 **portion of the right-of-way” or “impair visibility of travelers on the**
9 **E. Must the City find that “there is a likelihood that the granting of the**
10 **encroachment permit would endanger vehicular or pedestrian**
11 **traffic” in order to deny the encroachment permit? (Clark appeal**
12 **F. Must Clark believe that the City’s evidence that the fence**
13 **encroaches on the site distance triangle is “credible” for the City to**
14 **determine that the encroachment permit should be denied under Gig**
15 **G. Must the City consider GHMC Section 17.01.080 in its**
16 **determination whether to deny an encroachment permit under**
17 **GHMC Section 12.02.030? (Clark appeal issue No. 8.)**
18 **H. Does the City staff or the City Council have jurisdiction in this**
19 **appeal to consider Clark’s allegations regarding constitutional**
20 **violations, such as “fundamental fairness,” equal protection and due**
21 **I. If the City Engineer made a decision to deny the encroachment**
22 **permit without a public hearing, does the appearance of fairness**
23 **doctrine apply? (Clark appeal issue No. 9.)**
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²⁰ This is Clark’s interpretation of Willy Hendrickson’s testimony.

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- 1 J. Because a street use or encroachment permit is not defined as a
- 2 “project permit” under RCW 36.70B.020(4), does anything in
- 3 chapter 36.70B RCW apply?²¹ (Clark appeal issue No. 10.)
- 4 K. Is the City precluded from denying the encroachment permit to Ms.
- 5 Clark if other persons have installed fences in the City right-of-way
- 6 or received encroachment permits for fences? (Clark appeal issue No.
- 7 11, 12.)

III. Argument.

- 8 A. Nothing in the Hearing Examiner’s decision requires that the City
- 9 wait to issue a final decision on the encroachment permit until the
- 10 courts rule on Clark’s premature appeal of the fence design.

Clark claims that the City has “committed error by prematurely ruling on the
 encroachment permit before resolution of the zoning issues,” and bases this argument on the
 Examiner’s finding of fact No.14, which is the Examiner’s summary of the testimony of Jeff
 Langhelm.²² The Examiner has not made any ruling that the City can’t act on the
 encroachment permit until Clark exhausts all of her appeals in court related to the fence design,
 and for that matter, neither did Mr. Langhelm. He merely described the procedure for the
 staff’s planned sequencing of permit processing – the Public Works staff planned to make a
 decision on the encroachment permit after the decision on the fence design. Unfortunately, it is
 Ms. Clark who has filed a premature appeal before the Court of Appeals, asking for a ruling
 relating to the fence design before the City made a decision whether the fence could even
 remain in the City right-of-way.

²¹ Clark alleges that “the Local Project Review Statute demands that in a permit review process the only requirements that can be considered are those adopted, existing requirements.” (Statement of Appeal, In. 8, p. 3.) However, she didn’t identify any particular statute as this “Local Project Review Statute.” We can assume she meant chapter 36.70B RCW, but this appeal issue is unclear.
²² See, Hearing Examiner’s decision, p. 3, Finding of Fact No. 14.

1 **B. The fact that the City has “routinely granted encroachment**
2 **permits” in the past or that they are “typically granted” does not mean that**
3 **the City cannot deny Clark’s encroachment permit.**

4 Clark has attempted to make a vested rights argument of sorts, claiming that if other
5 property owners obtained encroachment permits for their fences, then the City can’t deny one
6 to Clark. This argument fails for a number of reasons. First, there is no “vested right” in
7 previous favorable decisions on other applications. *Citizens for Responsible and Organized*
8 *Planning (CROP) v. Chelan County*, 105 Wn. App. 753, 759, 21 P.3d 304 (2001). In *CROP*,
9 the property owners argued that their subdivision was entitled to automatic approval simply
10 because other subdivisions with similar average lot sizes were approved using the same laws.
11 *Id.*, 105 Wn. App. at 760. The *CROP* court disagreed, finding that the county had to
12 independently evaluate each application to determine whether the application met the
13 applicable code requirements. *Id.*

14 In addition, even if Clark were able to prove that the City made an erroneous decision
15 on an encroachment permit, granting one involving a different fence that is located in the sight
16 obstruction triangle, the City can still deny Clark’s permit. “The proper action on a land use
17 decision cannot be foreclosed because of a possible past error in another case involving
18 different property.” *Buechel v. Department of Ecology*, 125 Wn.2d 196, 919, 884 P.2d 910
19 (1994). Here, the encroachment permit isn’t even a “land use decision,” because the fence isn’t
20 located on Clark’s property. Therefore, the City is not required to issue any encroachment
21 permit to allow any individual use of the public right-of-way for private purposes.
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1 The general rule is that there is no inherent right in a private individual to construct
2 structures in a public street. *Baxter-Wyckoff Co. v. Seattle*, 67 Wn.2d 555, 560, 408 P.2d 1012
3 (1965). As stated by the *Baxter-Wyckoff* court:

4 The streets and highways belong to the public. They are built and maintained at
5 public expense for the use of the general public in the ordinary and customary
6 manner. The state, and the city as an arm of the state, has absolute control of the
7 streets in the interest of the public. No private individual or corporation has the
8 right to the use of the streets . . . This rule applies alike to abutting property
9 owners as well as to individual members of the public who are not abutting
10 landowners. The rule applies particularly to exclusive private use of the street
11 and the construction and maintenance of permanent structures in the street. . . .
12 the lack of right of the abutting owner to so use the street in front of his property
13 does not depend on his interference with an actual or proposed use of the street.
14 . . . the permit granted by the city to the respondents in this case was the grant
15 of a mere privilege, and that the use granted could be prohibited by the city
16 absolutely or could be granted upon such terms and conditions as the city may
17 see fit to impose. This is not a mere matter of municipal regulation. The
18 conditions under which such a privilege will be granted by the city is a matter
19 entirely within the discretion of the city council.

20 *Id.*, 67 Wn.2d at 562 (emphasis added).

21 In our case, the City Council has established certain criteria for issuance of street use
22 permits. The City staff has determined that the Clark fence will obstruct vision for the
23 traveling public, and that it should therefore be denied. The City owns the right-of-way along
24 Soundview, the City will be exposed to liability if there is an accident, and most importantly,
25 there is a possibility that a member of the public could be injured or killed as a result of Clark's
unilateral decision to place her fence on City property. Based on the evidence submitted, the
City has determined that there is a likelihood that the granting of the encroachment permit will
endanger vehicular or pedestrian traffic. In answer to Clark's allegation that such evidence is
not "credible," the Council should consider the fact that Jeff Langhelm and the survey show

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1 that the fence is in the sight distance triangle, and the pictures depict the visual obstruction near
2 the intersection. All of the Council members can certainly visit the site to confirm the staff's
3 conclusion. In sum, under on *Baxter-Wyckoff*, the City has the ability to deny the
4 encroachment permit regardless of any previous action/inaction on any other fence in the right-
5 of-way.
6

7 **C. The Clark fence is on City right-of-way.**

8 Clark has made inconsistent statements regarding the location of the fence. The City's
9 survey (Prizm) establishes that the fence is located in City right-of-way, and that therefore, the
10 City's encroachment permit regulations (in chapter 12.02 GHMC) apply. It doesn't matter if
11 the fence is "in a gully," or "many, many feet from the road." It is in the City's right-of-way
12 and an encroachment permit is required under the following:
13

14 **12.02.010 Permit required.**

15 Before any person, firm or corporation shall commence or permit any other
16 person, firm or corporation to commence any work to grade, pave, level, alter,
17 construct, repair, remove, excavate or place any pavement, sidewalk, crosswalk,
18 curb, driveway, gutter, drain, sewer, water, conduit, tank, vault, street banner or
19 any other structure, utility or improvement located over, under or upon any
20 public right-of-way or easement in the city of Gig Harbor, or place any
21 structure, building, barricade, material, earth, gravel, rock, debris or any other
22 material or thing tending to obstruct, damage, disturb, occupy or interfere with
23 the free use thereof or any improvement situated therein, or cause a dangerous
24 condition, an encroachment permit shall be obtained. A separate permit shall be
25 obtained for each separate project. . . .

21 **D. The City staff correctly determined that the permit should be denied under
22 GHMC 12.02.030(A).**

23 As stated in the Notice of Decision dated October 7, 2009, the City Engineer
24 determined that the Clark permit should be denied because the fence "protrudes into or over a
25 portion of" Soundview Drive, a public right-of-way, which is "open to vehicle and pedestrian

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1 traffic.” This protrusion “creates a likelihood of endangering the use of such public place by
2 vehicle or pedestrian traffic” because the fence is located in the sight obstruction triangle.²³

3 Photographs were taken by City staff at the intersection of Soundview and Grandview, which
4 depict the visual obstruction presented by the Clark fence to the traveling public.
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6 Apparently, Clark believes that the City’s use of the sight distance triangle
7 measurements are misplaced because the fence is “many, many feet away from the road.”
8 More likely than not, Clark would have the Council believe that there is no problem with the
9 fence unless an accident occurs. She claims that “there is no likelihood that the granting of an
10 encroachment permit would endanger vehicle or pedestrian traffic,” but this claim is
11 contradicted by the pictures submitted into the record by City staff.
12

13 **F. GHMC Section 17.01.080 does not apply to the encroachment permit.**

14 Ms. Clark claims that GHMC 17.01.080 applies to this appeal, but there is nothing in
15 GHMC 12.02.030(A) which references the Zoning Code or this code section. The City
16 Engineer did not consider whether or not she owned a corner lot when he made the decision to
17 deny the encroachment permit.

18 Her attempt to raise this issue in this appeal is improper because the same issue was
19 resolved in favor of the City in her court appeal of the design decision. The superior court
20 dismissed all of her allegations of unconstitutionality as to the application of GHMC 17.01.080
21 on the design issue, and she has now appealed this decision to the Court of Appeals. It is very
22 likely that she will appeal the Council’s decision on the encroachment permit (if it affirms the
23 denial of the encroachment permit) to superior court. Therefore, her claim that GHMC
24

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²³ See, Exhibit A to Notice of Decision, Prizm survey.

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1 17.01.080 applies here is made for one purpose only -- to create a record on this issue in a
2 separate decision she can appeal to court, and seek to obtain a different result from another
3 court. The Council should disregard Clark's argument on this point.

4
5 **G. The Council has no jurisdiction over constitutional issues, and all
6 arguments relating to constitutional claims must be disregarded.**

7 Ms. Clark argues that GHMC 17.01.080 is unconstitutional because it "violates
8 fundamental fairness, the appearance of fairness and due process." Because she believes that
9 there are other fences "exactly similar" to hers, Ms. Clark also alleges that the City violated her
10 "right to equal protection and fundamental fairness."

11 However, the City Council has no authority to rule on constitutional issues. *Chausee v.*
12 *Snohomish County*, 38 Wn. App. 630, 637, 689 P.2d 1084 (1984). As stated by the *Chausee*
13 court:

14 The general legal principles which apply to appeals from lower to higher courts
15 do not apply to administrative review of administrative determinations. The
16 scope and nature of an administrative appeal or review must be determined by
17 the provisions of the statutes and ordinances which authorize them.

18 *Chausee*, 38 Wn. App. at 639. Nothing in chapter 12.02 GHMC requires the City Public
19 Works Director, his designee or the City Council to consider constitutional issues. None have
20 the requisite training to address constitutional issues in an administrative appeal, which can
21 always be raised in an appeal to the courts. Because the jurisdiction of the City is limited to
22 those issues identified in the code, the Council need not rule on the constitutional issues.

23 Even if Clark asserts that the City has not required other property owners to obtain
24 encroachment permits or granted other encroachment permits for fences in City right-of-way,
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1 this does not prevent the City from denying Clark's permit. As stated by the Washington
2 courts:

3 While selective enforcement of an otherwise nondiscriminatory law may be
4 unconstitutional, a heavy burden rests on one claiming such to demonstrate
5 intentional discrimination. Thus, 'the conscious exercise of some selectivity in
6 enforcement is not in itself a constitutional violation.' *Oyler v. Boles*, 368 U.S.
7 448, 456, 82 S.Ct. 501, 506, 7 L.Ed.2d 446 (1962). In the text of enforcement of
8 criminal statutes, this court has stated:

9 The administration by state officers of a state statute which is fair on its face but
10 which results in an unequal application of the law to citizens is not a denial of
11 equal protection unless there is shown to be present an element of intentional or
12 purposeful discrimination. A discriminatory purpose must be shown clearly by
13 one claiming discrimination since such a purpose cannot be presumed. . . . *See*
14 *also, Spokane v. Hjort*, 18 Wn. App. 606, 608, 509 P.2d 1230, 1231 (1977)
15 (wherein the court noted, 'Mere selectivity in prosecution creates no
16 constitutional problem; defendant must show deliberate or purposeful
17 discrimination based on an unjustified standard such as race, religion or other
18 arbitrary classification.'

19 *City of Burlington v. Kutzer*, 23 Wn. App. 677, 681, 597 P.2d 1387 (1979). In *Kutzer*, the
20 property owner alleged that the City violated his equal protection rights by attempting to
21 prevent him from operating a hall rented for private parties and social functions, yet the City
22 ignored similar activities at the Burlington Community Hall. *Id.*, 23 Wn. App. at 682. The
23 court found that because the record did not reflect anything which could be construed to imply
24 a deliberate discriminatory purpose on the part of the City, and mere selective enforcement
25 does not establish an equal protection violation, the argument must fail.

Similarly, Clark has submitted no evidence to indicate that there has been any
discriminatory purpose in the City's denial of the encroachment permit. The permit was denied
because the fence was within the sight obstruction triangle alone. It makes no difference
whether there are other private fences installed in City right-of-way.

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1 **H. The appearance of fairness doctrine does not apply to the decision denying**
2 **the obstruction permit.**

3 Clark alleges that the City's use of the sight distance triangle and the determination that
4 the permit should be denied under 12.02.030(A) "violates fundamental fairness, the appearance
5 of fairness and due process for the City, on an ad hoc basis to devise requirements applicable to
6 a particular permit as it has in this case." The City Engineer made a decision on the Clark
7 encroachment permit application without a hearing. Therefore, the appearance of fairness
8 doctrine does not apply to his decision to deny the encroachment permit. *See*, RCW 42.36.010,
9 which provides that the appearance of fairness doctrine applies to quasi-judicial actions of
10 decisionmakers who determine the legal rights of parties *in a hearing* or other contested case
11 proceeding; *Zehring v. Bellevue*, 103 Wn.2d 588, 591, 694 P.2d 638 (1985) ("the appearance of
12 fairness doctrine has never been applied to administrative action except where a public hearing
13 was required by statute.").

14
15 **I. The "Local Project Review Statute" does not apply to this action.**

16 According to Clark, the "Local Project Review Statute" demands that in a permit review
17 process, the only requirements that can be considered are those adopted, existing
18 requirements." First, the City denied the Clark encroachment permit based on "adopted,
19 existing requirements" – those in GHMC 12.02.030(A). The City staff determined that the
20 fence protruded into the City right-of-way in a manner that endangered vehicular and
21 pedestrian traffic. One way the City used to measure such protrusion and endangerment is the
22 sight distance triangle, which is a customary method used by engineers to make this type of
23 determination. Another way the City used to measure the protrusion and endangerment is by
24
25

EXHIBIT F

1 simply visiting the site and taking pictures, which show the extent of vision blockage at the
2 Soundview/Grandview intersection.

3 Second, we don't know what Clark is referring to as the "Local Project Review Statute"
4 and how that relates to a street use or obstruction permit. We assume that Clark means some
5 statute in chapter 36.70B RCW, but she didn't identify any particular statute. However, this
6 chapter is inapplicable to street use permits, which are specifically excluded from the definition
7 of "project permits," in RCW 36.70B.020(4). Because this chapter is designed to establish
8 regulations applicable to project permit applications, nothing applies to a street obstruction
9 permit, and this appeal issue must be dismissed.
10

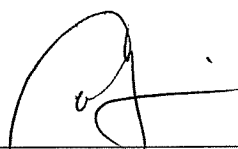
11 **CONCLUSION**

12 The City Council should find that the Clark fence is located in City right-of-way, that as
13 a result, an encroachment permit is required. In addition, the City Council should find that the
14 City Engineer properly denied the encroachment permit for the reasons set forth above.
15

16 DATED this 18th day of November, 2009.

17 MORRIS & TARADAY, P.C.

18
19
20 By _____



21 Carol A. Morris, WSBA #19241
22 Attorneys for City of Gig Harbor
23
24
25

Lisa Clark v. City of Gig Harbor

Encroachment Permit Appeal

LAW OFFICE OF JANE RYAN KOLER
5801 Soundview Drive, Suite 258
P.O. Box 2509 – Gig Harbor 98335
TEL 253-853-1806 ▪ FAX 253-851-6225

6023 Soundview Dr.



6101 Soundview Dr.



62nd St. Ct. NW and Soundview at 10 feet

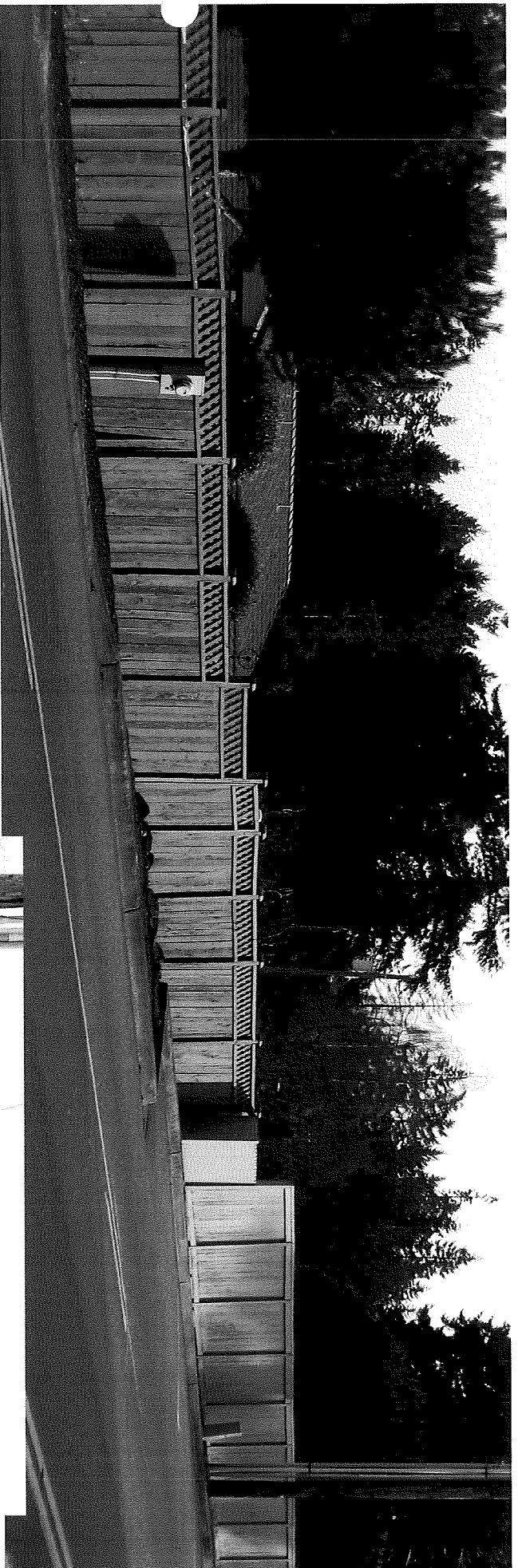


62nd St. Ct. NW and Soundview at 10 feet



Soundview Dr.





6553 Soundview Dr.





6717 Soundview Dr.



6817 Soundview Dr.



6911 Soundview Dr.



Ryan St. and Soundview at 10 feet



Ryan St. and Soundview at 10 feet



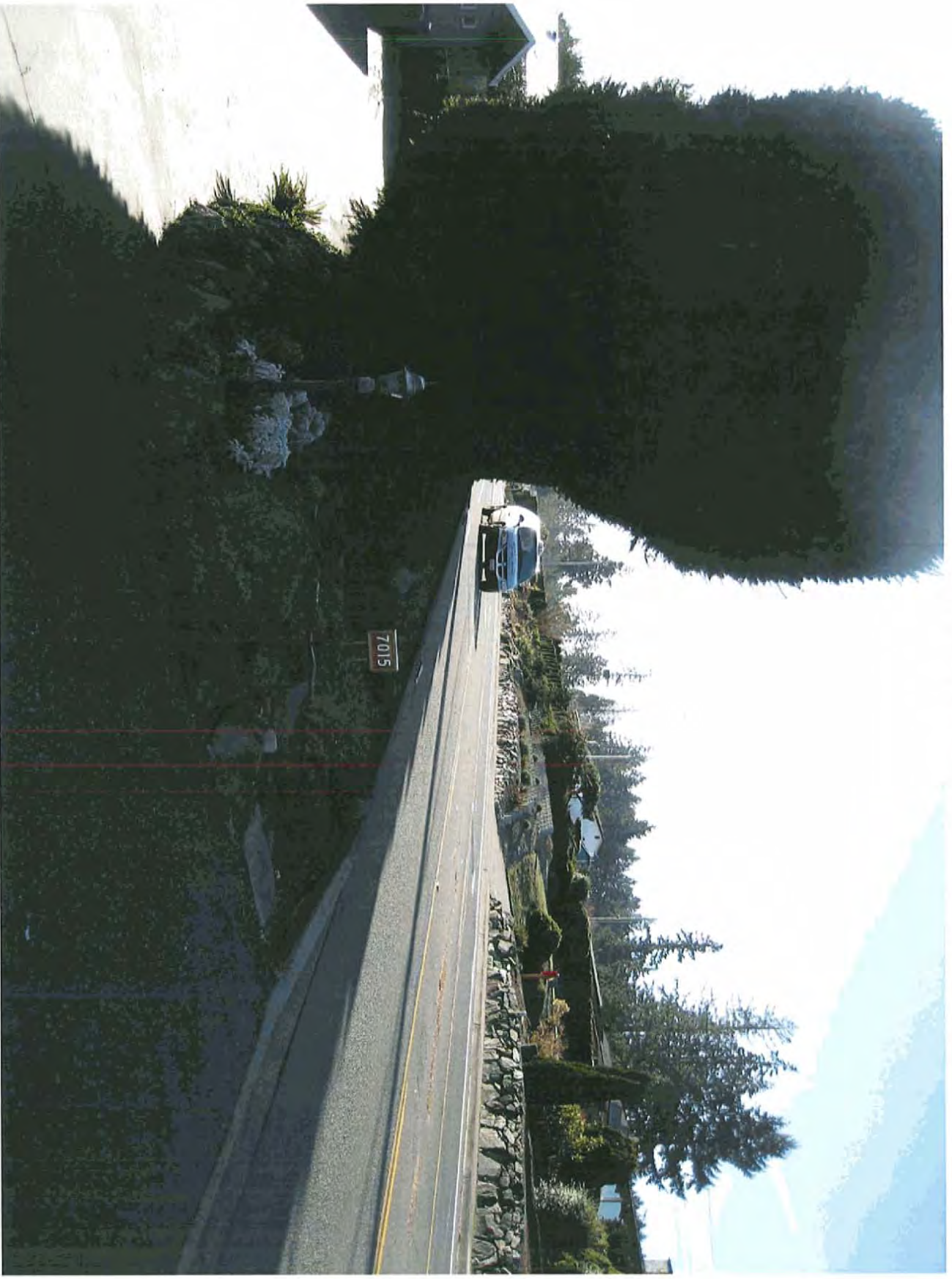
7005 Soundview Dr.



7015 Soundview Dr.



Grandview Place South and Soundview at 10 feet



Grandview Place North and Soundview at 10 feet



7202 Soundview Drive



7117 Soundview Dr.



7117 Soundview Dr.



7117 Soundview Dr.



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BEFORE THE GIG HARBOR CITY COUNCIL

LISA CLARK

Appellant,

v.

CITY OF GIG HARBOR

Respondent.

Application No. EN-08-055

HEARING MEMORANDUM

I. FACTS

Lisa Clark owns residential property in the City of Gig Harbor which abuts Soundview Drive. Because she is a pilot, it is important that she be well rested in order for her to perform her professional duties. Like many of her neighbors on Soundview Drive, she is annoyed by nuisance traffic noises and lights on Soundview Drive which is a designated city route for truck traffic. At all hours of the day, traffic including noisy trucks barrel down Soundview Drive and the noises and lights associated with such traffic interfere with Ms. Clark's use and enjoyment of her residential property.

Many of Ms. Clark's similarly situated neighbors have erected screens to shield their homes from nuisance traffic impacts. Ms. Clark, noting that her neighbors had

COPY

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2 used fencing or shrubs as a means of mitigating the impacts of traffic, erected the
3 fence on her own property to shield it from such impacts. Ms. Clark's property slopes
4 down towards Puget Sound. The grade of the paved part of Soundview Drive is
5 significantly higher than Ms. Clark's property.

6 The City does not own the property on which Soundview Drive is located; it
7 simply has a 30 foot wide right-of-way easement which it acquired in 1906. The paved
8 portion of Soundview Drive occupies about 20 feet of that easement. A portion of the
9 right-of-way easement encumbers Ms. Clark's property. The part of the easement on
10 her property is located at a significantly lower grade than the paved roadway. That is
11 the part of the property on which Ms. Clark placed her fence.

12 Public records obtained from the City disclose that Ms. Clark's neighbors who
13 have either fences or vegetative screens on their property have not obtained
14 encroachment permits. Nor do the public records indicate that the City has demanded
15 that such neighbors obtain encroachment permits. Inexplicably, the City has singled
16 out Ms. Clark and claimed that her fence is obstructing the site distance triangle from
17 Grandview Place, a private easement. Yet, it has not made that claim about other
18 similarly situated fences or vegetative screens located on properties on Soundview
19 Drive. The City has not required other owners on Soundview Drive with tall fences and
20 vegetative screens to obtain encroachment permits. Inexplicably, the City has solely
21 applied this requirement to Ms. Clark.

1
2 **II. THE STATE LEGISLATURE HAS NOT DELEGATED ANY AUTHORITY TO**
3 **THE CITY TO DEMAND ENCROACHMENT PERMITS**

4 The Washington State Legislature has drafted many statutes which govern how
5 the City can regulate public streets within its jurisdiction. Not one of those statutes
6 authorizes the City to demand encroachment permits. It is a well established principle
7 of municipal law that cities only have that authority which has been explicitly delegated
8 to it by the state legislature and that cities do not have inherent authority. See *City of*
9 *Spokane v. J-R Distributors, Inc.*, 90 Wn.2d 722, 726, 585 P.2d 784 (1978).

10 Despite that fact, the City has enacted an ordinance requiring encroachment
11 permits. It is a well established principle of law that ordinances governing the use of
12 land must be strictly construed against a government agency and that municipal
13 ordinances must be strictly construed against the City. See *Biggers v. Bainbridge*
14 *Island*, 169 P.3d 14, 162 Wn.2d 683 (2007).

15 **III. WASHINGTON LAW CONFERS AN UNEQUIVOCAL RIGHT ON MS.**
16 **CLARK TO UTILIZE UNUSED PARTS OF THE CITY EASEMENT LOCATED ON**
17 **HER PROPERTY**

18 "The rule is that where a right of way is established by reservation, the land
19 remains the property of the owner of the servient estate and he is entitled to use it for
20 any purpose that does not interfere with the proper enjoyment of the easement."
21 *Thompson v. Smith*, 59 Wn.2d 397, 408, 367 P.2d 798 (1962). In *Thompson*, the
22 servient owner poured a concrete slab over a reserved roadway easement. Because
23 the right of way was not in use at the time, the Supreme Court held that the concrete

1
2 slab, which was used to store vehicles and lumber, did not interfere with the interest of
3 the dominant estate. *Thompson*, 59 Wn.2d at 409, 367 P.2d 798. See *Pasadena v.*
4 *California-Michigan Land & Water Co.* (1941), 17 Cal. 2d 576, 110 P.2d 983, 133 A.L.R.
5 1186; *Colegrove Water Co. v. Hollywood* (1907), 151 Cal. 425, 90 Pac. 1053, 13 L.R.A.
6 (N.S.) 904. See also *James v. Burchett*, 15 Wn.2d 119, 129 P.2d 790 (1942) (The
7 owner of the abutting property may use the street area, to which he holds the fee, in any
8 manner not inconsistent with the easement in the public for street purposes), *Mueller v.*
9 *Hoblyn*, 887 P.2d 500, 508-09 (Wyo.1994), and cases cited therein, show the right of
10 servient estate owners to use land burdened by an unused part of an easement.

11 Here, Lisa Clark erected a fence on her property, but within the City right of way
12 easement. The City was not using that part of its street easement at the time, nor has it
13 ever alleged any need for it. Thus, Lisa Clark, as owner of the property, was entitled to
14 use her property for any purpose that does not interfere with the City's easement. The
15 City cannot claim that the fence interfered with travel on Soundview Drive; it is located
16 far below the grade of Soundview Drive in a gully; the part of her property on which
17 Clark has constructed her fence has not the slightest effect on travel conditions on
18 Soundview Drive.

19 **V. THE CITY'S TREATMENT OF MS. CLARK VIOLATES PRINCIPLES OF EQUAL**
20 **PROTECTION**

21 "The Equal Protection Clause ensures that `all persons similarly situated should
22 be treated alike.'" *Squaw Valley Dev. Co. v. Goldberg*, 375 F.3d 936, 944 (9th Cir. 2004)

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2 (quoting *City of Cleburne v. Cleburne Living Ctr., Inc.*, 473 U.S. 432, 439, 105 S.Ct.
3 3249, 87 L.Ed.2d 313 (1985)), *rehearing denied*, 395 F.3d 1062 (9th Cir. 2005). The
4 Supreme Court formally recognized class-of-one equal protection actions in *Village of*
5 *Willowbrook v. Olech*, 528 U.S. 562, 120 S.Ct. 1073, 145 L.Ed.2d 1060 (2000) (per
6 curiam). In *Olech* the Court allowed the plaintiff to proceed on the class-of-one theory,
7 recognizing claims where a "plaintiff alleges that she has been intentionally treated
8 differently from others similarly situated and that there is no rational basis for the
9 difference in treatment." *Olech* at 564, 120 S.Ct. 1073. The Court held that allegations
10 of irrational and wholly arbitrary treatment, even without allegations of improper
11 subjective motive, were sufficient to state a claim for relief under equal protection
12 analysis. *Id.* at 565, 120 S.Ct. 1073.

13 The United States Supreme Court has recognized that the Equal Protection
14 Clause of the Fourteenth Amendment grants every person protection from "intentional
15 and arbitrary discrimination" by government agents. *Village of Willowbrook v. Olech*,
16 528 U.S. 562, 564, 120 S.Ct. 1073, 145 L.Ed.2d 1060 (2000) (per curiam). A plaintiff
17 asserting a class-of-one claim must show that: (1) defendants, acting under color of
18 state law, intentionally treated plaintiff differently from others similarly situated; and (2)
19 there is no rational basis for the difference in treatment. *Id.*; *Jackson v. Gordon*, 145
20 Fed.Appx. 774, 776-77 (3d Cir.2005); *Willis v. Town of Marshall*, 426 F.3d 251, 263-64
21 (4th Cir.2005); *Montanye v. Wissahickon School Dist.*, 327 F.Supp.2d 510, 518
22 (E.D.Pa.2004).

1
2 A class-of-one claim has been recognized in the regulatory land-use context to
3 forbid government actions that are arbitrary, irrational, or malicious. See *Squaw Valley*,
4 375 F.3d at 944-48; see also *Valley Outdoor, Inc. v. City of Riverside*, 446 F.3d 948,
5 955 (9th Cir.2006) (applying class-of-one theory to city's denial of billboard permits). In
6 *Squaw Valley*, the plaintiffs, who operated a ski resort, claimed that two employees
7 working for the state water quality authority subjected them to selective and over-
8 zealous regulatory oversight. 375 F.3d at 938. The Court applied rational basis scrutiny
9 to review the acts of the government regulators. *Id.* at 944. The Court held that acts that
10 are malicious, irrational, or plainly arbitrary do not have a rational basis. *Id.* In addition,
11 the Court held that in an equal protection claim based on selective enforcement of the
12 law, a plaintiff can show that a defendant's alleged rational basis for his acts is a pretext
13 for an impermissible motive. *Id.*

14 The Supreme Court has made clear that people have a right not to be singled out
15 by the government for arbitrary and irrational treatment. *Olech*, 528 U.S. at 564, 120
16 S.Ct. 1073. Here Lisa Clark has been singled out by the City arbitrarily demanding that
17 she get an encroachment permit for her lawfully erected fence.

18 Public records which have been provided in response to a public disclosure
19 request demonstrate that the City has singled out Ms. Clark and treated her as a class
20 of one. The Public Disclosure Request asked that the City produce all encroachment
21 permits issued on Soundview Drive. Copies of permits which the City provided shows
22 that the City demands encroachment permits to authorize actual construction projects

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2 such as laying of gas lines, repairing the street, repairing power lines and making bus
3 stop improvements that occur within the paved portion of the public street or projects
4 that occur within public sidewalks. Not a single permit was issued to authorize the
5 many fences or vegetative screens located on Soundview Drive. Thus, this is a special
6 application of the ordinance which the City has applied only to Ms. Clark. In no case
7 has the City demanded that another property owner obtain an encroachment permit to
8 authorize the construction of a fence on unused parts of Soundview Drive. Principles of
9 Equal Protection prevent the City from arbitrarily singling out Ms. Clark and treating her
10 as a Class of One as the City has done in this case. Review of City right-of-way permits
11 discloses that the City has not applied site distance triangle analysis in issuing such
12 permits. Applying such analysis solely to Ms. Clark demonstrates that in this permitting
13 process, the City has violated principles of equal protection and treated Ms. Clark
14 differently than other similarly situated property owners.

15 **VI. THE CITY CODE DOES NOT AUTHORIZE ISSUANCE OF AN ENCROACHMENT**
16 **PERMIT TO GOVERN PRIVATE PLACES**

17 The City Code standards governing the issuance of an encroachment permit
18 state that the following requirements must be met:

- 19 **A. The proposed use will not protrude into or over any portion of**
20 **the public right-of-way or public place within a vehicle or**
21 **pedestrian travel in such a manner as to create a likelihood of**
22 **endangering the use of such public place by vehicle or pedestrian**
23 **traffic.**
- 24 **B. The proposed use will not protrude into or over any public utility**
lines, including water, sewer, storm drainage, cable, gas, power, or
will not block access to utility lines.

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3 C. The requested use must meet all other applicable requirements
4 of this code, including but not limited to, the underlying zoning
5 regulations applicable to the adjacent property upon which the use
6 will be conducted, constructed or maintained.

7
8 D. The applicant shall be required to indemnify and hold the city
9 harmless from any and all claims for bodily injury or property damage
10 that may arise out of or in connection with the applicant's permitted
11 use.

12 GHMC 12.02.030

13 The terms of the code only authorized the issuance of encroachment permits for
14 construction projects that actually protrude into a public right-of-way or public place
15 which is "open to vehicle or pedestrian traffic, travel". Ms. Clark's fence, which is
16 located down a gully on her own property, does not in any way intrude into a public
17 right-of-way which is "open to vehicle or pedestrian travel." It is located on her property
18 on an unused part of the public street easement. The fence in no way affects
19 pedestrian or vehicle traffic on Soundview Drive. The part of the lot on which the fence
20 is located is not by any stretch of the imagination a public place open to vehicular or
21 pedestrian travel. The City has not claimed that the fence impairs travel conditions on
22 the paved portion of Soundview Drive which is a public street.

23 The City's apparent objection to the fence is that it impairs visibility on a private
24 drive which is not open to members of the public. Grandview Place is not a "public
right-of-way or public place open to vehicular or pedestrian travel". It is a private
easement solely used by Ms. Clark and a few of her neighbors who have easement

1
2 rights. Thus, the City's claims about impairing the visibility of cars entering Soundview
3 Drive from Grandview Place are outside the standards specified in GHMC 12.12.030(3);
4 the terms of an encroachment permit, as described in the Municipal Code, do not apply
5 to non public private places such as Grandview Place. Because Ms. Clark's fence has
6 no effect on members of the public using Soundview Drive, which is a public right-of-
7 way, Ms. Clark's application meets the standards specified in 12.02.030. Her fence
8 does not protrude into or over any portion of the public right-of-way open to vehicle or
9 pedestrian travel nor does the proposed use protrude into or over any public utility lines.
10 Because of that circumstance, the City should have issued a permit to Ms. Clark.

11 **VII. CHAPTER 12.02 OF THE CODE PROVIDES NO NOTICE THAT SITE**
12 **DISTANCE ANALYSIS WILL BE USED TO EVALUATE ENCROACHMENT**
13 **PERMITS**

14 The City denied Ms. Clark's encroachment permit as a result of analyzing the site
15 distance triangle on a private place - - Grandview Place. The standards which govern
16 issuance of an encroachment permit do not disclose that issuance of the permit will be
17 based on site distance triangle analysis. The failure of Chapter 12.02 to disclose that
18 issuance of the permit will turn on that analysis runs afoul of the due process
19 protections. It is a well established principle of due process that standards which will
20 be utilized must be published and followed. Here, GHMC 12.02.030 specifies the
21 standards which the City will utilize in evaluating an encroachment permit. The site
22 distance triangle analysis is not specified as one of those standards. Principles of due
23 process require that such standards be specified in the section of the code governing

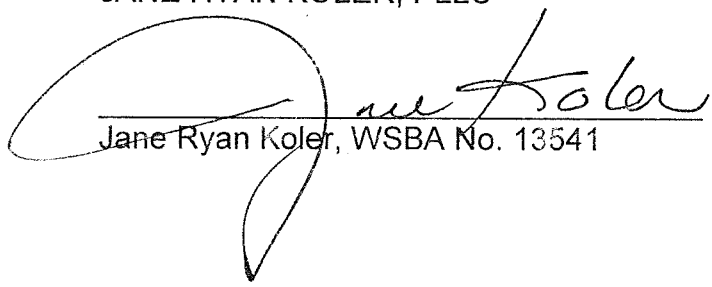
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2 encroachment permits if that is the standard to be utilized in evaluating such a permit.
3 See *Burien Bark v. King County*, 106 Wn.2d 868, 871, 725 P.2d 994 (1986). The
4 City's improper reliance on standards which are not specifically stated in Section
5 12.02.030 violates Ms. Clark's right to due process.

6 **VIII. CONCLUSION**

7 For the reasons stated above, the City decision on the encroachment permit
8 should be reversed. 9

9 DATED this ~~10~~ 9 day of December, 2009.

11 LAW OFFICES OF
12 JANE RYAN KOLER, PLLC

13 
14 Jane Ryan Koler, WSBA No. 13541

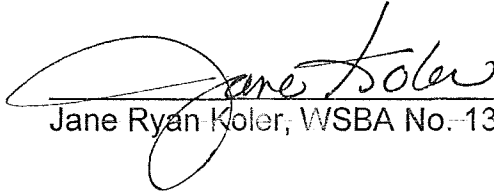
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6 **VIII. CONCLUSION**

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8 should be reversed.

9 DATED this 9 day of December, 2009.

10
11 LAW OFFICES OF
12 JANE RYAN KOLER, PLLC

13 
14 Jane Ryan Koler, WSBA No. 13541

STATE OF WASHINGTON, }
County of Pierce } ss.

In the Matter of the Petition of

~~The Hearing and Reporting~~ et al.

for Viewing, Locating and Establishing a County Road

in said County, to be known as the

Richards Lane Road

Richardson Dr NW
We, the undersigned, being the * Owners

Waiver of Claim for Damages and Consent to Locate Road

of the land mentioned in the description immediately following our respective names subscribed below, do, in consideration of the benefits and advantages to accrue to us by the location and establishment of the above proposed County Road, hereby consent that said road be established as surveyed, and forever relinquish unto Pierce County, Washington, a Right-of-Way Thirty (30) feet in width, ^{back of and adjoining the center line of Sec. 8 T. 21 N. R. 2 E. W. 1/4} and waive all claims for damages of whatever kind which may be occasioned to said land or any portion of the same, by the location, establishment and opening of said road.

Giving and granting unto said Pierce County the said Right-of-Way with full power and authority to locate, lay out and establish said Road as proposed, and to perpetually maintain the same as a County Road.

In Witness Whereof, we have herunto set our hands this 6 day of December 1907.

*Insert Owner, Lessee or Incumbrancer.

SIGNATURE	PART OF SECTION	SEC.	TWP.	RANGE
<u>W. S. Lee</u>	Part of Sec 5 (10 acres)	8	21	8
<u>J. V. Haines</u>	Part of Lot 5 (10 acres)	8	21	26
<u>Thos Maloney</u>	Part of Sec 8	8	21	2
<u>Frank Glas</u>	Part of Lot 3	8	21	2
<u>J. J. Babcock</u>	Part of Lot 3	8	21	2
<u>Edith, Marie</u>	Part of Lot 3 and 7 (29 acres)	8	21	2
<u>C. J. Salomonson</u>	Part of Lot 4	8	21	2
<u>Julia Jervisich</u>	Part of Lot 3	8	21	2
<u>Mrs. A. Jervisich</u>	Part of Lot 3	8	21	2

7077
N.W.
Town of Oyster Harbor



**CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT**
3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 - FAX (253) 853-7597

W/O #
12693

CITY OF GIG HARBOR

ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-09-0099

PERMITTEE Name Peninsula Light Co. Contractor's License No. _____

Company Name _____
Address 70 City Gig Harbor State WA Zip 98335 Phone 857-1546

PROPERTY OWNER Name Homeportal LLC
Address 1601 Soundview Dr. City G.H. State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way
Address or Intersection: Soundview Dr. & 1st St.

Description of Work: Set a man

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
Estimated working days 1 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
Name: Karen Duke Signature: K. Duke Date: 10/15/09
Title: Eng Tech. Telephone No.: 857-1546 FAX No.: _____

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____ Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sewer
--	---	---

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
Notify the inspector if there are any changes to the approval of this permit.
Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
Comply with the latest revision of the Public Works Standards.
Keep a copy of this permit and approved plans at the work site at all times.
Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170)*
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 *Temporary Patch
* Restoration Requirements, (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

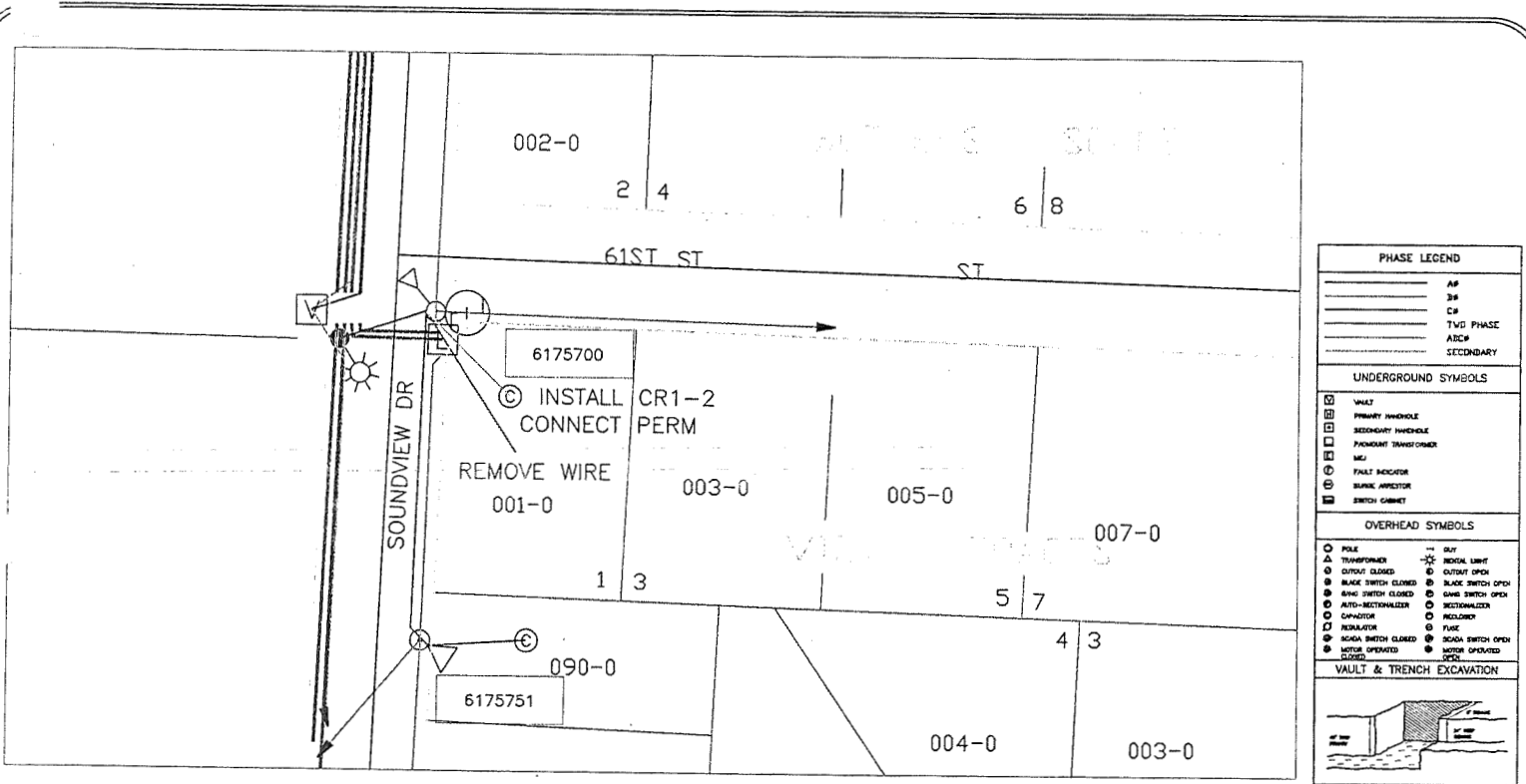
<input type="checkbox"/> Commercial \$ 162.70	Plan Review Fees Paid <input checked="" type="checkbox"/> \$ <u>41.32</u>	TOTAL \$ <u>466.41</u>
<input checked="" type="checkbox"/> Residential \$ 108.47	Inspection Fees Paid <input checked="" type="checkbox"/> \$ <u>299.57</u>	
<input type="checkbox"/> Temporary \$ 27.12	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
Oper. & Engr. Signature: [Signature] Plan. / Bldg. Signature: _____
Date: 10/26/09 Date: _____

INSPECTOR'S COMMENTS _____
Work is hereby inspected and accepted. Signature: _____ Date: _____

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy

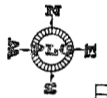


PHASE LEGEND	
—	AP
—	3P
—	CP
—	TWO PHASE
—	ACB
—	SECONDARY

UNDERGROUND SYMBOLS	
⊞	VAULT
⊞	PRIMARY INVEHICLE
⊞	SECONDARY INVEHICLE
⊞	POLE/MOUNT TRANSFORMER
⊞	MAN
⊞	FAULT INDICATOR
⊞	BLANK ARRESTOR
⊞	SWITCH CABINET

OVERHEAD SYMBOLS			
⊙	POLE	⊙	OUT
⊙	TRANSFORMER	⊙	INDICAL LIGHT
⊙	OUTPOST CLOSED	⊙	OUTPOST OPEN
⊙	BLADE SWITCH CLOSED	⊙	BLADE SWITCH OPEN
⊙	SAW SWITCH CLOSED	⊙	SAW SWITCH OPEN
⊙	AUTO-RESECTIONALIZER	⊙	SECTIONALIZER
⊙	CAPACITOR	⊙	RESECTION
⊙	REGULATOR	⊙	FUSE
⊙	SCADA SWITCH CLOSED	⊙	SCADA SWITCH OPEN
⊙	SCADA OPERATED	⊙	SCADA OPERATED

VAULT & TRENCH EXCAVATION	



TAILBOARD	ASBUILT	Designed By: Karen Duke
FOREMAN: _____	CONTRACTOR: _____	REVIEWED BY: _____
DATE: _____		APP'D BY: _____
FOREMAN: _____	FOREMAN: _____	ZONE: 617
DATE: _____	DATE: _____	DATE: _____

Peninsula Light Co.
a mutual corporation
 13315 Goodnough Drive N.W.
 P.O. Box 78
 Gig Harbor, WA 98335
 (206) 857-5950

PROJECT TYPE: Res - Install Perm	CLIENT: Homeportal LLC
PROJECT NAME: Homeportal LLC	W/O #: 12693
PROJECT LOCATION: 6101 Soundview Dr NW	VERSION: 1
SCALE: 1"=50'	SHEET: 1 of 1

LONGITUDINAL BUFFER SPACE = B									
POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65
LENGTH B (FEET)	155	200	250	305	360	425	495	570	645

BUFFER DATA	
TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)	
VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)
◇ ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)	

NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Night work requires additional roadway lighting at flagging stations. See WSDOT Standard Specifications for additional details.
3. Extend Channelizing Device taper across shoulder - recommended.
4. Sign sequence is the same for both directions of travel on the roadway.
5. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
6. For signs size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

SIGN SPACING = X (1)		
RURAL HIGHWAYS	60 / 65 MPH	800' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)
ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE		

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES**



NOTE: THIS SEAL IS VALID ONLY FOR THE STATE OF WASHINGTON. IT IS NOT VALID FOR ANY OTHER JURISDICTION. THE SEAL IS VALID FOR THE PROFESSIONAL ENGINEER OR ARCHITECT, LICENSED UNDER WAC 296-120-010.

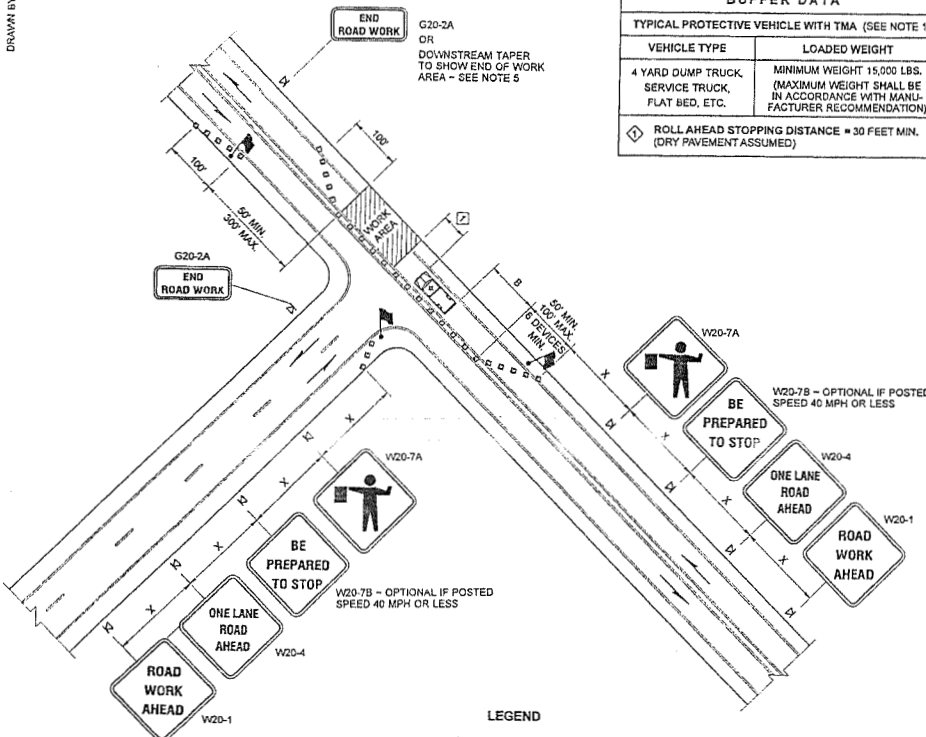
**LANE CLOSURE
WITH FLAGGER CONTROL
STANDARD PLAN K-20.40-00**

SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith 02-15-07
STATE DESIGN ENGINEER DATE

Washington State Department of Transportation



- LEGEND**
- FLAGGING STATION
 - SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE - RECOMMENDED

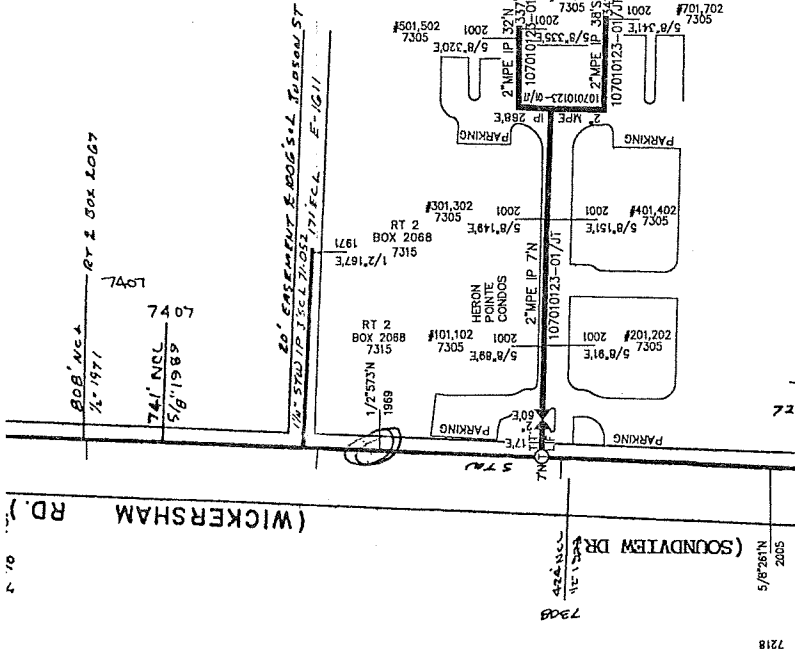
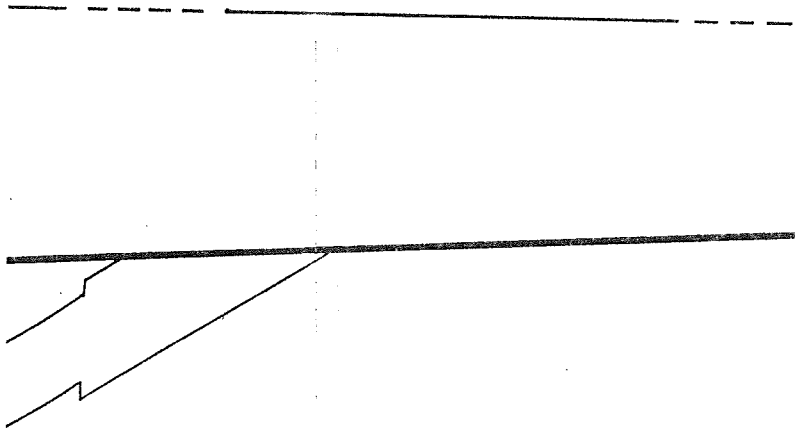


**CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT**
3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 – FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

<input type="checkbox"/> Commercial		<input checked="" type="checkbox"/> Residential		<input type="checkbox"/> Temporary		<input type="checkbox"/> A-Board		PERMIT NUMBER <u>EN-09-005A</u>			
PERMITTEE Name _____ Contractor's License No. _____					Company Name <u>PUGET SOUND ENERGY/PILCHUCK CONTRACTORS TO DO WORK</u>						
Address <u>11705 83 AVE SW</u>		City <u>LAKWOOD</u>		State <u>WA</u>		Zip <u>98498</u>		Phone <u>253-841-6242</u>			
PROPERTY OWNER Name _____											
Address _____		City _____		State _____		Zip _____					
WORK LOCATION Indicate the location of the work in the right-of-way.											
Address or Intersection: <u>7315 SOUNDVIEW DR</u>											
Description of Work: <u>CUT AND CAP SHORT SIDE GAS SERVICE PER ORDER #108553040.</u>											
WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored											
Estimated working days _____		Estimated initial pavement cut: length _____ ft.;		width _____ ft.;		* depth _____ ft.					
PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document.											
<input type="checkbox"/> Owner		<input checked="" type="checkbox"/> Contractor		<input type="checkbox"/> Agent							
Name: <u>SHIRLEY STEINBORN</u>		Signature: <u><i>Shirley Steinborn</i></u>			Date: <u>6/18/09</u>						
Title: <u>PROJECT ASSISTANT</u>		Telephone No.: <u>253-841-6242 EXT 106</u>			FAX No.: <u>253-841-6280</u>						
FOR CITY USE ONLY:											
INSPECTOR'S USE:			BONDING INFORMATION:			Activation Date _____					
Date Application Received _____			Bond Amount _____			Expiration Date _____					
Work Start Date _____			(\$5,000 min.)			Please check all that apply:					
Contractor _____			Date Posted _____			<input type="checkbox"/> Cutting pavement 2 years old or less		<input type="checkbox"/> Electric		<input type="checkbox"/> Cable	
Project Completion Date _____			Insurance Certificate Submitted: <input type="checkbox"/>			<input type="checkbox"/> Natural gas		<input type="checkbox"/> Telephone			
			(Naming the City as Additional Insured WITH ENDORSEMENT)			<input type="checkbox"/> Water		<input type="checkbox"/> Storm			
						<input type="checkbox"/> Other:		<input type="checkbox"/> Sewer			
PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:						PERMIT CONDITIONS					
Notify the inspector if there are any changes to the approval of this permit.						<input type="checkbox"/> *Temporary Patch					
Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.						* Restoration Requirements, (see Section 1.b on back of this permit)					
Comply with the latest revision of the Public Works Standards.						<input checked="" type="checkbox"/> Traffic Control (see 2a on back)					
Keep a copy of this permit and approved plans at the work site at all times.						<input checked="" type="checkbox"/> City approved traffic control plan					
<input checked="" type="checkbox"/> <u>Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170)</u>						<input type="checkbox"/> Commercial (must provide 3 sets of engineered drawings)					
<input type="checkbox"/> Other _____						<input checked="" type="checkbox"/> Residential (must provide drawing)					
<input type="checkbox"/> Push utilities under the road.						<input type="checkbox"/> Survey Monument removal (see attachment "A" Attached)					
<input type="checkbox"/> Cut of pavement prohibited.						<input type="checkbox"/> Public Notification Required					
<input type="checkbox"/> Provide certified compaction tests.											
FEES											
<input type="checkbox"/> Commercial		\$ 162.70		Plan Review Fees Paid		<input checked="" type="checkbox"/> \$ <u>43.39</u>		TOTAL \$ <u>466.41</u>			
<input checked="" type="checkbox"/> Residential		\$ 108.47		Inspection Fees Paid		<input checked="" type="checkbox"/> \$ <u>314.55</u>					
<input type="checkbox"/> Temporary		\$ 27.12		Other: _____							
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.											
Oper. & Engr. Signature: <u><i>Wayne Mattson</i></u>					Plan. / Bldg. Signature: _____						
Date: <u>6/25/2009</u>					Date: _____						
INSPECTOR'S COMMENTS _____											
Work is hereby inspected and accepted. Signature: _____ Date: _____											

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

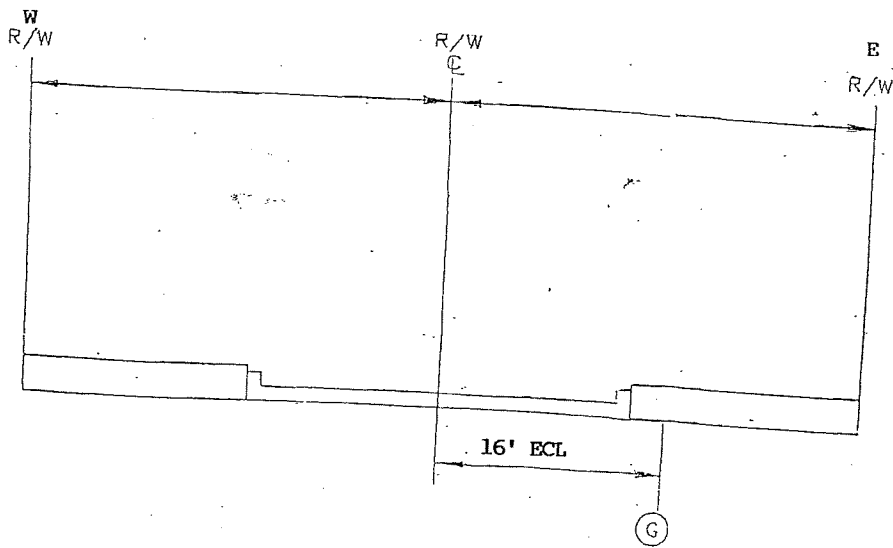
White – City copy Yellow – Applicant copy Pink – Inspector copy Goldenrod – Planning copy



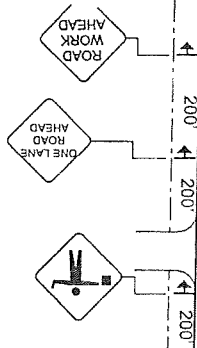
721

72

7218



SCALE: 1" = 10'



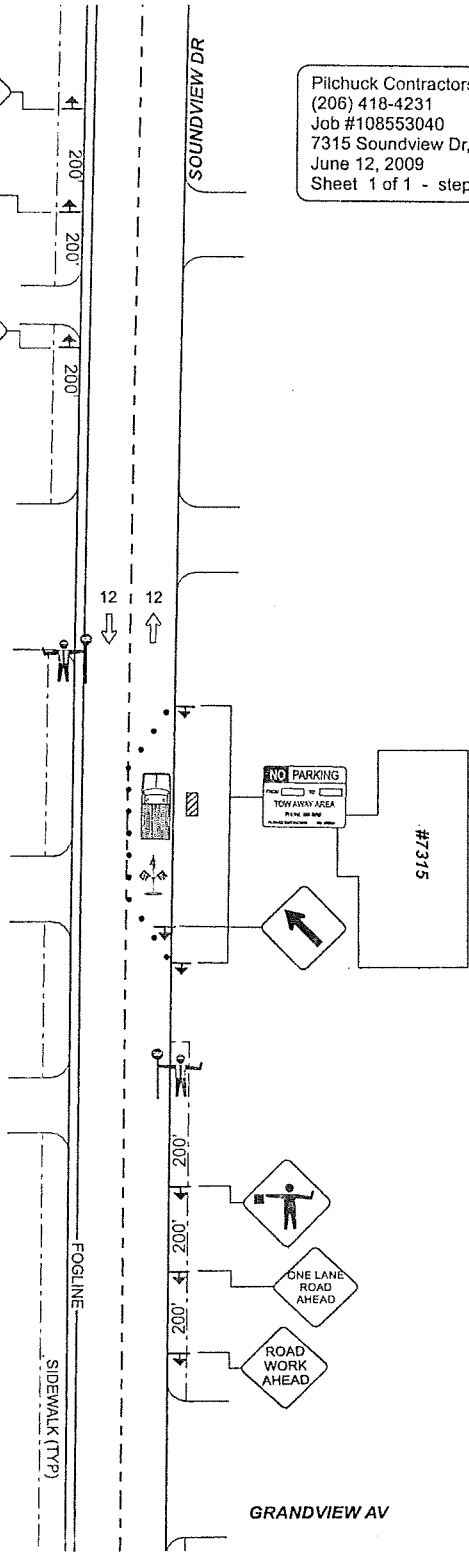
Pilchuck Contractors, Inc.
 (206) 418-4231
 Job #108553040
 7315 Soundview Dr, Gig Harbor WA
 June 12, 2009
 Sheet 1 of 1 - stephen.gadke@pse.com



Pilchuck Contractors, Inc.
 Traffic Control Supervisor:
 Steve Gadke
 Card No. 006013
 Card Exp. 4/30/2013
 stephen.gadke@pse.com
 (206) 418-4231
Stephen P. Gadke

CHANNELIZATION DEVICE SPACING		
MPH	TAPER	TANGENT
50/70	40	80
35/45	30	60
25/30	20	40

- Notes:
1. All signs and spacing to conform to the MUTCD and City of Gig Harbor Traffic Control specifications.
 2. Channelizing devices are 28" traffic cones.
 3. All signs are 48" x 48" B/O unless otherwise specified.
 4. Alert affected residents and businesses.
 5. Allow access to all driveways, entrances and exits.
 6. Sidewalks to remain open at all times unless otherwise indicated.
 7. Work shall be performed between 9:00 a.m. and 4:00 p.m. unless otherwise indicated.
 8. Two Flaggers to control alternating traffic.
 9. Work area will be 16' E of C/L of Soundview Dr & 573' N of C/L of Grandview Av.



LEGEND	
●	28" TRAFFIC CONE
▨	3' x 5' WORK AREA
→	TRAFFIC FLOW
⚠	FLAGGER
🚚	WORK VEHICLE
⚠	SIGN LOCATION
⚠	WARNING FLAG



CITY OF GIG HARBOR OPERATIONS AND ENGINEERING DEPARTMENT...

3510 GRANDVIEW STREET, GIG HARBOR, WA 98335 TELEPHONE (253)851-6170 - FAX (253) 853-7597

ENCROACHMENT PERMIT APPLICATION

NO PLC WO# - MTC

Commercial Residential Temporary A-Board PERMIT NUMBER EN-09-0024

PERMITTEE Name Jon Pilling Contractor's License No. Company Name Peninsula Light Co. Address PO Box 78 City Gig Harbor State WA Zip 98335 Phone (253)857-1539

PROPERTY OWNER Name Address City State Zip

WORK LOCATION Indicate the location of the work in the right-of-way. Address or Intersection: Soundview Dr. & Hunt St NW Description of Work: Maintenance of (2) switches along Soundview Dr. on either side of Hunt St., both on the east side. Work to take place the week of April 20, 2009.

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored Estimated working days 1 Estimated initial pavement cut: length N/A ft.; width N/A ft.; * depth N/A ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Name: Jonathan Pilling Signature: [Signature] Date: 4/17/09 Title: Distribution Design Supervisor Telephone No.: (253)857-1539 FAX No.: (253)857-1557

FOR CITY USE ONLY: INSPECTOR'S USE: BONDING INFORMATION: Insurance Certificate Submitted: [] WITH ENDORSEMENT Activation Date Expiration Date Please check all that apply: [] Cutting pavement 2 years old or less [x] Electric [] Cable [] Natural gas [] Telephone [] Water [] Storm [] Other: [] Sewer

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170) [] Other [] Push utilities under the road. [] Cut of pavement prohibited. [] Provide certified compaction tests. PERMIT CONDITIONS [] *Temporary Patch * Restoration Requirements, (see Section 1.b on back of this permit) [x] Traffic Control (see 2a on back) [x] City approved traffic control plan [] Commercial (must provide 3 sets of engineered drawings) [] Residential (must provide drawing) [] Survey Monument removal (see attachment "A" Attached) [] Public Notification Required

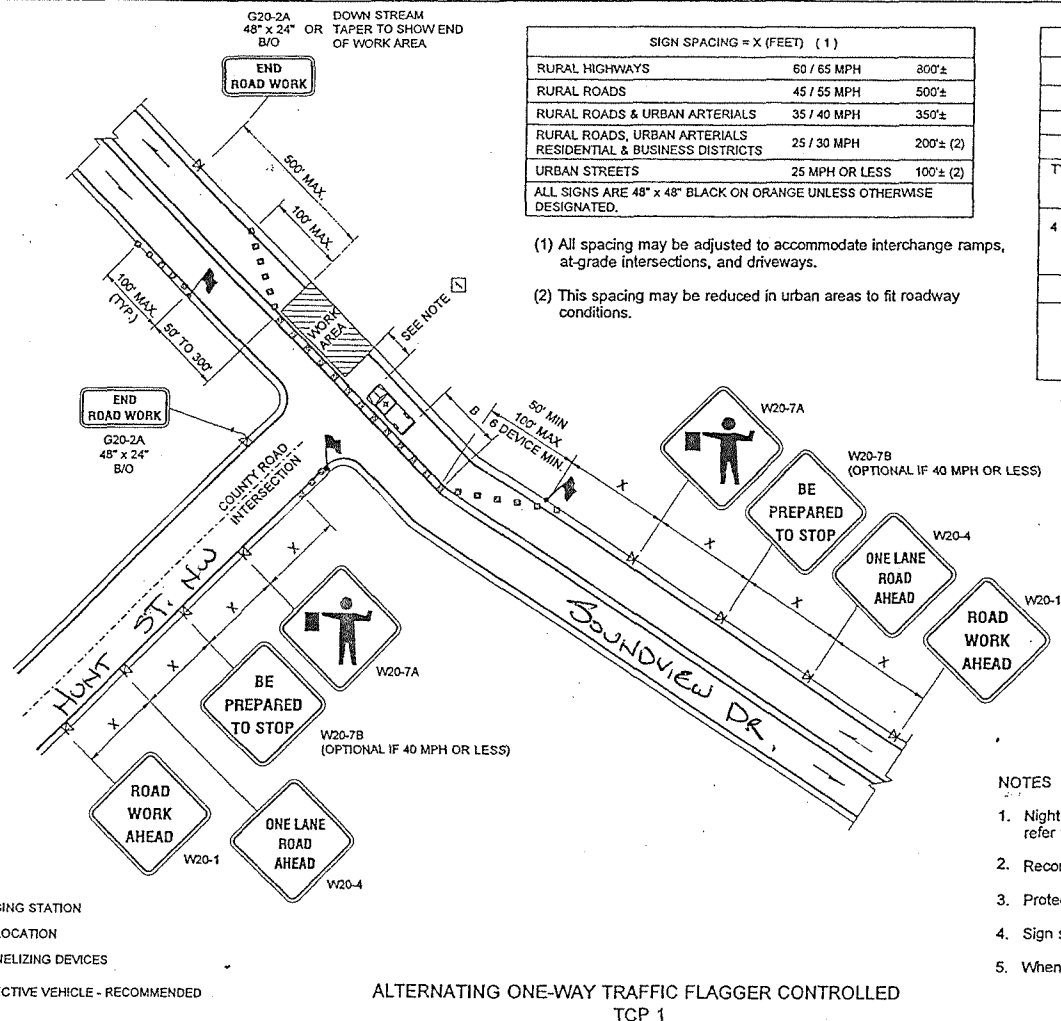
FEES Commercial \$ 162.70 Plan Review Fees Paid \$ 43.39 TOTAL \$ 206.09 Residential \$ 108.47 Inspection Fees Paid \$ Temporary \$ 27.12 Other:

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form. Oper. & Engr. Signature: William Handrickson Date: 4/20/09 Plan. / Bldg. Signature: Date:

INSPECTOR'S COMMENTS COMPLETE / FINANCED Work is hereby inspected and accepted. Signature: [Signature] Date: 5/6/09

Please read all Permit Requirements and Survey Monument Removal information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



SIGN SPACING = X (FEET) (1)

RURAL HIGHWAYS	60 / 65 MPH	800±
RURAL ROADS	45 / 65 MPH	500±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350±
RURAL ROADS, URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200± (2)
URBAN STREETS	25 MPH OR LESS	100± (2)

ALL SIGNS ARE 48" x 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.

- (1) All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.
- (2) This spacing may be reduced in urban areas to fit roadway conditions.

BUFFER DATA

LONGITUDINAL BUFFER SPACE = B

SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-

PROTECTIVE VEHICLE WITH TMA ROLL AHEAD DISTANCE

TYPICAL PROTECTIVE VEHICLE TYPE WITH TMA	TYPICAL PROTECTIVE VEHICLE (WITH TMA) LOADED WEIGHT (LBS)	STATIONARY OPERATION (FEET)
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)	30 MIN.

ROLL AHEAD STOPPING DISTANCE ASSUMES DRY PAVEMENT

⚠ A PROTECTIVE VEHICLE IS RECOMMENDED REGARDLESS IF A TMA IS AVAILABLE. IF NO TMA IS USED, THE PROTECTIVE VEHICLE SHALL BE STRATEGICALLY LOCATED IN THE FIELD TO SHIELD WORKERS AND NO ROLL AHEAD DISTANCE IS SPECIFIED.

CHANNELIZING DEVICE SPACING (FEET)

MPH	TAPER	TANGENT
50 / 65	40	80
35 / 45	30	60
25 / 30	20	40

WASHINGTON STATE TRAFFIC CONTROL SUPERVISOR

Name: Robert Richardson
 I.D. No./S.S.N.: 2035
 Card No.: 003532
 Date of Expiration: 9/30/2008

Stimie Riquette
 Instructor's signature

Robert Richardson
 TCS's signature

valid with photo ID

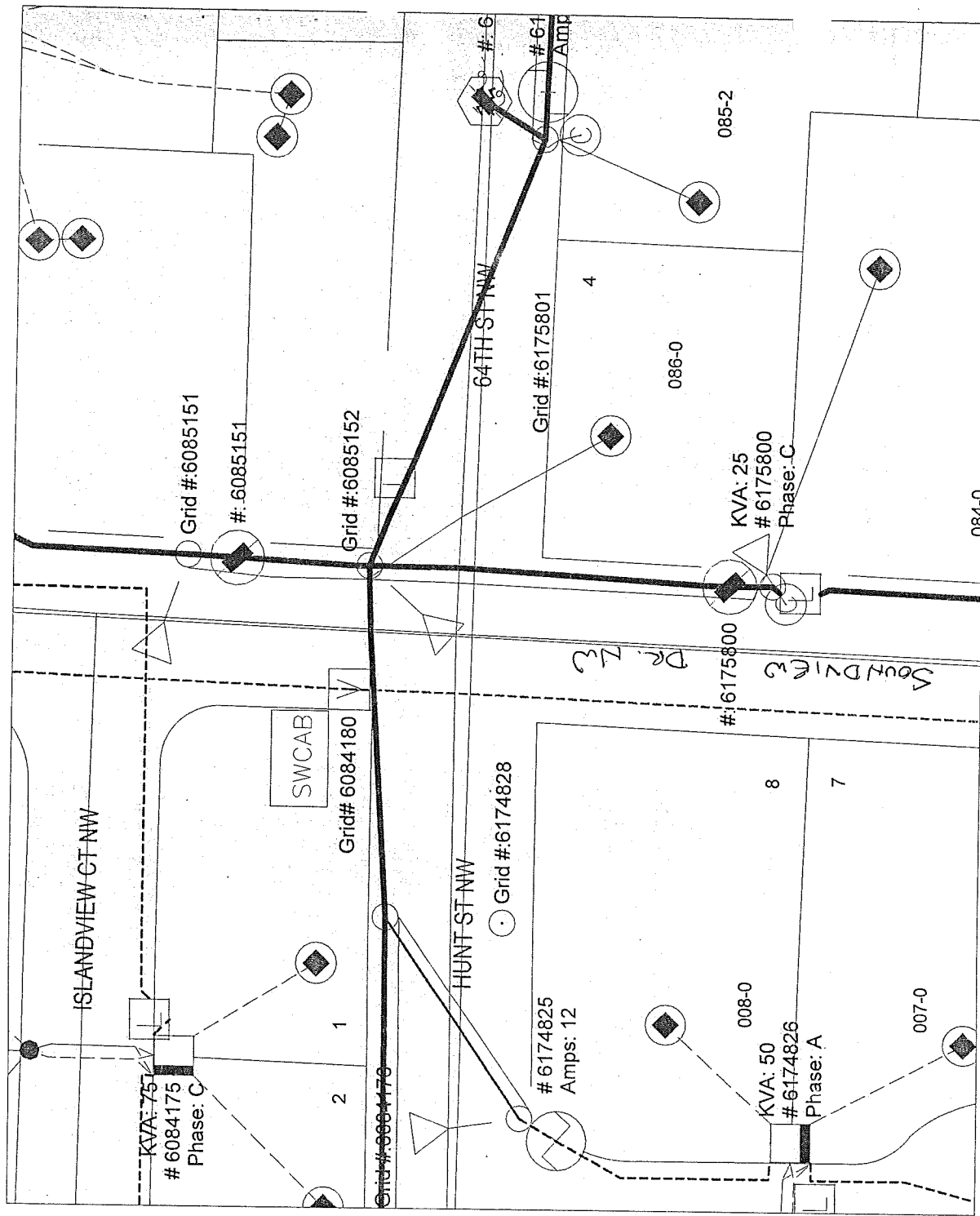
- NOTES
- Night work requires additional roadway lighting at flagging stations, refer to WSDOT Standard Specifications for additional details.
 - Recommend extending channelizing device taper across shoulder.
 - Protective vehicle recommended - may be a work vehicle.
 - Sign sequence is the same for both directions of travel on the roadway.
 - When used, the downstream taper device spacing should be 20' O.C.

No PLE wo# - MTC.

- LEGEND
- FLAGGING STATION
 - SIGN LOCATION
 - CHANNELIZING DEVICES
 - PROTECTIVE VEHICLE - RECOMMENDED

ALTERNATING ONE-WAY TRAFFIC FLAGGER CONTROLLED
TCP 1

FILE NAME	S:\Design R PA S\4-Standards\2-Plan Sheet Library\work zone plans\WZ1.dgn	REGION	STATE	FED. AID PROJ. NO.		Washington State Department of Transportation	TRAFFIC CONTROL PLAN	WZ-1
TIME	3:17:49 PM	TO	WASH					
DATE	4/28/2006	JOB NUMBER		LOCATION NO.				
PLOTTED BY	sujkom	CONTRACT NO.						
DESIGNED BY								
ENTERED BY								
CHECKED BY								
PROJ. ENGR.								
REGIONAL ADM.		REVISION	DATE	BY				





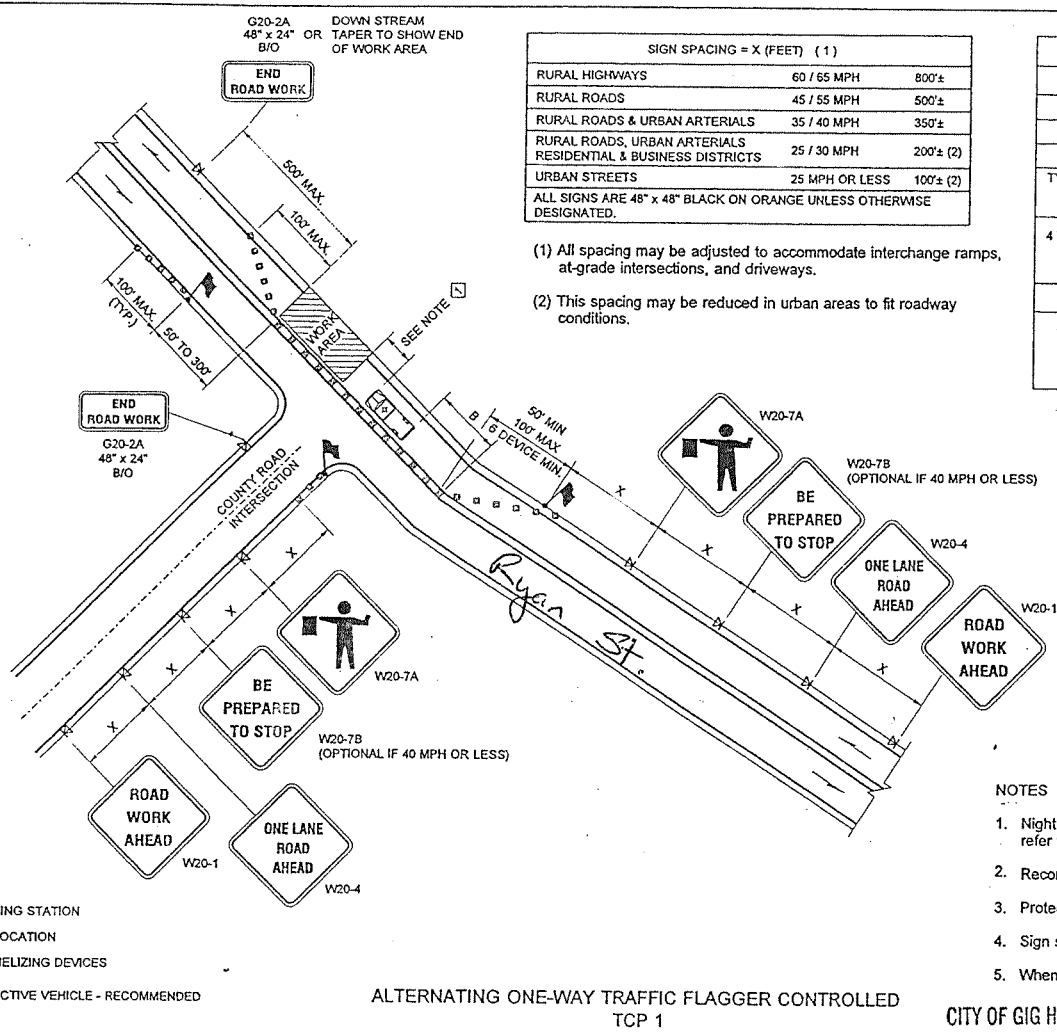
CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

FLC WO⁴ 74-75

<input checked="" type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Temporary <input type="checkbox"/> A-Board PERMIT NUMBER <u>REN-09-0007</u>		
PERMITTEE Name <u>Jon Pilling</u> Contractor's License No. _____ Company Name <u>Peninsula Light Company</u> Address <u>Po Box 78</u> City <u>Gig Harbor</u> State <u>WA</u> Zip <u>98335</u> Phone <u>(253) 857-1539</u>		
PROPERTY OWNER Name _____ Address _____ City _____ State _____ Zip _____		
WORK LOCATION Indicate the location of the work in the right-of-way. Address or Intersection: <u>Ryan St. from Soundview Dr. to Craig Ln.</u> Description of Work: <u>Replace (1) pole on Ryan St., replace (3) poles on Craig Ln., install (1) anchor on Ryan St., reconductor along Ryan St.</u>		
WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored Estimated working days <u>5</u> Estimated initial pavement cut: length <u>N/A</u> ft.; width <u>N/A</u> ft.; * depth <u>N/A</u> ft.		
PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. <input type="checkbox"/> Owner <input type="checkbox"/> Contractor <input checked="" type="checkbox"/> Agent Name: <u>Jon Pilling</u> Signature: <u>[Signature]</u> Date: <u>01/23/09</u> Title: <u>Customer Service Engineer</u> Telephone No. <u>(253) 857-1539</u> FAX No. <u>(253) 857-1557</u>		
FOR CITY USE ONLY:		
INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____ Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____
PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. <input checked="" type="checkbox"/> Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170) ✓ <input type="checkbox"/> Other _____ <input type="checkbox"/> Push utilities under the road. <input type="checkbox"/> Cut of pavement prohibited. <input type="checkbox"/> Provide certified compaction tests.		PERMIT CONDITIONS <input type="checkbox"/> *Temporary Patch * Restoration Requirements, (see Section 1.b on back of this permit) <input checked="" type="checkbox"/> Traffic Control (see 2a on back) <input checked="" type="checkbox"/> City approved traffic control plan <input type="checkbox"/> Commercial (must provide 3 sets of engineered drawings) <input type="checkbox"/> Residential (must provide drawing) <input type="checkbox"/> Survey Monument removal (see attachment "A" Attached) <input type="checkbox"/> Public Notification Required
FEES <input checked="" type="checkbox"/> Commercial \$ 154.95 Plan Review Fees Paid <input type="checkbox"/> \$ <u>346.55</u> TOTAL \$ <u>552.44</u> <input type="checkbox"/> Residential \$ 103.30 Inspection Fees Paid <input type="checkbox"/> \$ <u>43.39</u> <input type="checkbox"/> Temporary \$ 25.83 Other: _____		
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form. Oper. & Engr. Signature: <u>[Signature]</u> Plan. / Bldg. Signature: _____ Date: <u>1/23/2009</u> Date: _____		
INSPECTOR'S COMMENTS <u>COMPLETE / FINISHED</u> Work is hereby inspected and accepted. Signature: <u>[Signature]</u> Date: <u>5/6/09</u>		

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



SIGN SPACING = X (FEET) (1)

RURAL HIGHWAYS	60 / 65 MPH	800'±
RURAL ROADS	45 / 55 MPH	500'±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350'±
RURAL ROADS, URBAN ARTERIALS RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200'± (2)
URBAN STREETS	25 MPH OR LESS	100'± (2)

ALL SIGNS ARE 48" x 48" BLACK ON ORANGE UNLESS OTHERWISE DESIGNATED.

- (1) All spacing may be adjusted to accommodate interchange ramps, at-grade intersections, and driveways.
- (2) This spacing may be reduced in urban areas to fit roadway conditions.

BUFFER DATA

LONGITUDINAL BUFFER SPACE = B

SPEED (MPH)	25	30	35	40	45	50	55	60	65	70
LENGTH (FEET)	155	200	250	305	360	425	495	570	645	-

PROTECTIVE VEHICLE WITH TMA ROLL AHEAD DISTANCE

TYPICAL PROTECTIVE VEHICLE TYPE WITH TMA	TYPICAL PROTECTIVE VEHICLE (WITH TMA) LOADED WEIGHT (LBS)	STATIONARY OPERATION (FEET)
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION)	30 MIN.

ROLL AHEAD STOPPING DISTANCE ASSUMES DRY PAVEMENT

⚠ A PROTECTIVE VEHICLE IS RECOMMENDED REGARDLESS IF A TMA IS AVAILABLE. IF NO TMA IS USED, THE PROTECTIVE VEHICLE SHALL BE STRATEGICALLY LOCATED IN THE FIELD TO SHIELD WORKERS AND NO ROLL AHEAD DISTANCE IS SPECIFIED.

CHANNELIZING DEVICE SPACING (FEET)

MPH	TAPER	TANGENT
50 / 65	40	80
35 / 45	30	60
25 / 30	20	40

WASHINGTON STATE TRAFFIC CONTROL SUPERVISOR

Name: Robert Richardson
 I.D. No. / S.S.N.: 2035
 Card No.: 003532
 Date of Expiration: 9/30/2008

Sandra Baggett (Instructor's signature)
Robert Richardson (TCS's signature)

valid with photo ID

- NOTES
- Night work requires additional roadway lighting at flagging stations, refer to WSDOT Standard Specifications for additional details.
 - Recommend extending channelizing device taper across shoulder.
 - Protective vehicle recommended - may be a work vehicle.
 - Sign sequence is the same for both directions of travel on the roadway.
 - When used, the downstream taper device spacing should be 20' O.C.

ALTERNATING ONE-WAY TRAFFIC FLAGGER CONTROLLED
TCP 1

CITY OF GIG HARBOR COPY

PLC WO # 7475

FILE NAME	S:\Design R P& S\4-Standards\2-Plan Sheet Library\work zone plans\WZ1.dgn	REGION NO.	10	STATE	WASH	FED. AID PROJ. NO.	
TIME	3:17:49 PM	JOB NUMBER					
DATE	4/28/2006	CONTRACT NO.		LOCATION NO.			
DESIGNED BY	suikom						
ENTERED BY							
CHECKED BY							
PROJ. ENGR.							
REGIONAL ADM.		REVISION		DATE	BY		

Washington State Department of Transportation

TRAFFIC CONTROL PLAN

WZ-1 SHEET OF SHEETS



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 – FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER EN-08-0038**

PERMITTEE Name Toby mollett Contractor's License No. _____
 Company Name Pacwest Engineering, LLC
 Address 5150 Pacific Hwy City Five State WA Zip 98424 Phone 253-926-3400

PROPERTY OWNER Name Top grade Const
 Address 3312 Roseale St Su. 101 City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: Sandview Drive, from intersection with Grandview going
 Description of Work: North approx. 2000'
Survey within right of way for existing conditions for
future upgrade to sewer main

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 5 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: TOBY MOLLETT Signature: [Signature] Date: 3-4-08
 Title: PLSIT Telephone No.: 02539263400 FAX No: 253 926 3402

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount (\$5,000 min.) _____ Date Posted _____ Insurance Certificate Submitted: <input checked="" type="checkbox"/> (Naming the City as Additional Insured - see checklist of min. insurance requirements)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <u>SURVEY</u> <input type="checkbox"/> Sewer
--	--	---

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
Schedule Inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 * Temporary Patch
 * (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES
 Commercial \$ 50.00 Plan Review Fees Paid \$ _____
 Residential \$ 50.00 Inspection Fees Paid \$ _____
 Temporary \$ 25.00 Other: _____

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William [Signature] Plan. / bldg. Signature: _____
 Date: 3/15/08 Date: _____

INSPECTOR'S COMMENTS
 Work is hereby inspected and accepted. Signature: _____
 CITY-CACHEMOUNT Inc.
 Pacwest Engineering of WA
 CR Batch 004.03.2008
 Date: _____

Please read all Permit Requirements and Survey Monument Removal information on the following pages and attach to Permit Application
 White – City copy Yellow – Applicant copy Pink – Inspector copy Goldenrod – Planning copy



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597

ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-08-0052

PERMITTEE Name TOM ROGERS Contractor's License No. NORTHWEST 14886
 Company Name NORTHWEST CASCADE INC.
 Address PO. BOX 73399 City PUYALLUP State WA Zip 98373 Phone 253 848 7371

PROPERTY OWNER Name RANDY STEWART
 Address 6917 RAINIER AVE City GIG HARBOR State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 6726 SOUNDVIEW DR.
 Description of Work: INSTALLATION OF (2) SIX INCH SIDE SEWERS WITH RESTORATION OF ASPHALT ROAD.

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 4 Estimated initial pavement cut: length 40 ft.; width 20 ft.; * depth 17 ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: TOM ROGERS Signature: Tom Rogers Date: 3.31.08
 Title: RESIDENTIAL CONST. MGR. Telephone No.: 253-377-6335 FAX No.: 253-848-3545

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>20,000</u> (\$5,000 min.) Date Posted _____	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____
	Insurance Certificate Submitted: <input checked="" type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	

<p>PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. <input checked="" type="checkbox"/> Schedule inspections and pre-construction meeting 48-hours in advance (851-6170) <input type="checkbox"/> Other _____</p> <p><input type="checkbox"/> Push utilities under the road. <input type="checkbox"/> Cut of pavement prohibited. <input type="checkbox"/> Provide certified compaction tests.</p>	<p>PERMIT CONDITIONS</p> <p><input type="checkbox"/> *Temporary Patch * Restoration Requirements, (see Section 1.b on back of this permit) <input checked="" type="checkbox"/> Traffic Control (see 2a on back) <input checked="" type="checkbox"/> City approved traffic control plan <input type="checkbox"/> Commercial (must provide 3 sets of engineered drawings) <input type="checkbox"/> Residential (must provide drawing) <input type="checkbox"/> Survey Monument removal (see attachment "A" Attached) <input type="checkbox"/> Public Notification Required</p>
---	--

FEES

<input type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ <u>41.32</u>	TOTAL \$ <u>444.19</u>
<input checked="" type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ <u>299.57</u>	
<input type="checkbox"/> Temporary \$ 25.83	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Handrickson Plan. / Bldg. Signature: _____
 Date: 4/8/08 Date: _____

INSPECTOR'S COMMENTS COMPLETE

Work is hereby inspected and accepted. Signature: [Signature] Date: 6/6/07

Please read all Permit Requirements and Survey Monument Removal information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy

LONGITUDINAL BUFFER SPACE = B

POSTED SPEED (MPH)	25	30	35	40	45	50	55	60	65
LENGTH B (FEET)	155	200	250	305	360	425	495	570	645

BUFFER DATA

TYPICAL PROTECTIVE VEHICLE WITH TMA (SEE NOTE 1)

VEHICLE TYPE	LOADED WEIGHT
4 YARD DUMP TRUCK, SERVICE TRUCK, FLAT BED, ETC.	MINIMUM WEIGHT 15,000 LBS. (MAXIMUM WEIGHT SHALL BE IN ACCORDANCE WITH MANUFACTURER RECOMMENDATION)

◇ ROLL AHEAD STOPPING DISTANCE = 30 FEET MIN. (DRY PAVEMENT ASSUMED)

NOTES

1. A Protective Vehicle is recommended regardless if a Truck Mounted Attenuator (TMA) is available; a work vehicle may be used. When no TMA is used, the Protective Vehicle shall be strategically located to shield workers, with no specific Roll-Ahead distance.
2. Night work requires additional roadway lighting at flagging stations. See WSDOT Standard Specifications for additional details.
3. Extend Channelizing Device taper across shoulder - recommended.
4. Sign sequence is the same for both directions of travel on the roadway.
5. Channelizing Device spacing for the downstream taper option shall be 20' O.C.
6. For sign size refer to Manual on Uniform Traffic Control Devices (MUTCD) and WSDOT Sign Fabrication Manual M55-05.

SIGN SPACING = X (1)

RURAL HIGHWAYS	60 / 65 MPH	600' ±
RURAL ROADS	45 / 55 MPH	500' ±
RURAL ROADS & URBAN ARTERIALS	35 / 40 MPH	350' ±
RURAL ROADS, URBAN ARTERIALS, RESIDENTIAL & BUSINESS DISTRICTS	25 / 30 MPH	200' ± (2)
URBAN STREETS	25 MPH OR LESS	100' ± (2)

ALL SIGNS ARE BLACK ON ORANGE UNLESS DESIGNATED OTHERWISE

(1) ALL SIGN SPACING MAY BE ADJUSTED TO ACCOMMODATE INTERCHANGE RAMP, AT-GRADE INTERSECTIONS, AND DRIVEWAYS.

(2) THIS SIGN SPACING MAY BE REDUCED IN URBAN AREAS TO FIT ROADWAY CONDITIONS.

**FOR LOCAL AGENCY USE ONLY
NOT FOR USE ON STATE ROUTES**



**LANE CLOSURE
WITH FLAGGER CONTROL
STANDARD PLAN K-20.40-00**

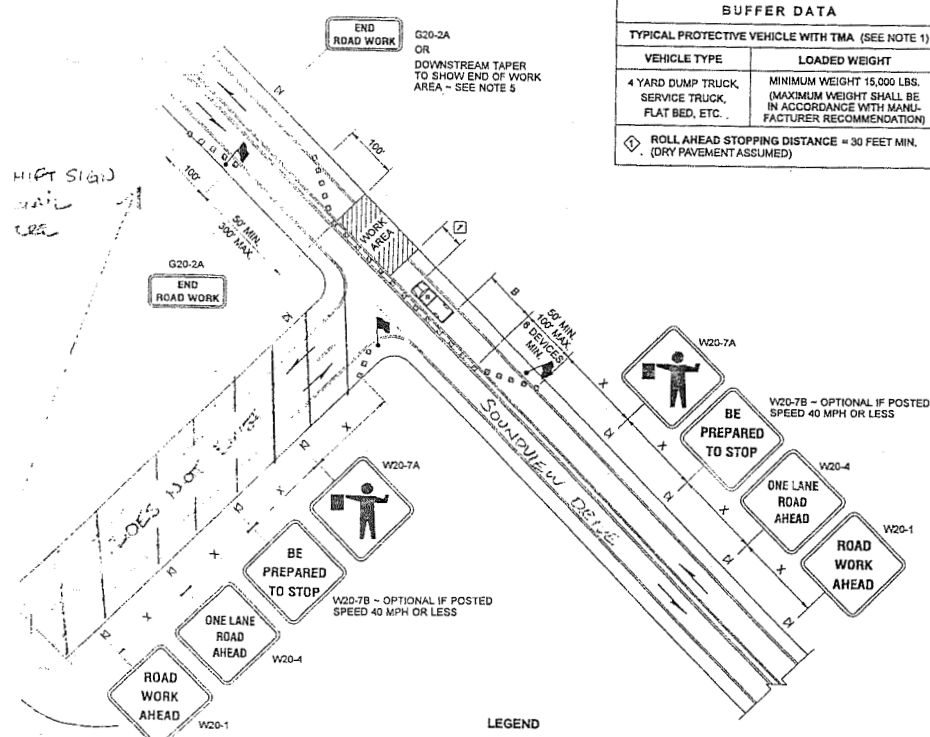
SHEET 1 OF 1 SHEET

APPROVED FOR PUBLICATION

Ken L. Smith 02-15-07

STATE DESIGN ENGINEER DATE

Washington State Department of Transportation



LEGEND

- FLAGGING STATION
- SIGN LOCATION
- CHANNELIZING DEVICES
- PROTECTIVE VEHICLE - RECOMMENDED

HIGH SIGN
LINE
LINE



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-08-0020

PERMITTEE Name PSE / Potelco Contractor's License No. _____
 Company Name Potelco
 Address 587 Milwaukee City Puyallup State WA Zip 98372 Phone 253 841-6244

PROPERTY OWNER Name Martin Morin
 Address 9612 Woodworth Ave City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 7202 Sound View Dr.
 Description of Work: Install approx 30' 11 1/8" Long side gas service
Order 107214769

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 1 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: Vicki Berg Signature: Vicki Berg Date: 5/14/08
 Title: Admin Telephone No.: 253-841-6244 FAX No.: 253-841-6213

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sewer
	Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
 Schedule inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other 100% IMPACTED CRUSHED ROCK BACKFILL CALL FOR PRE CON MEETING PRIOR TO WORK
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 *Temporary Patch
 * Restoration Requirements, (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

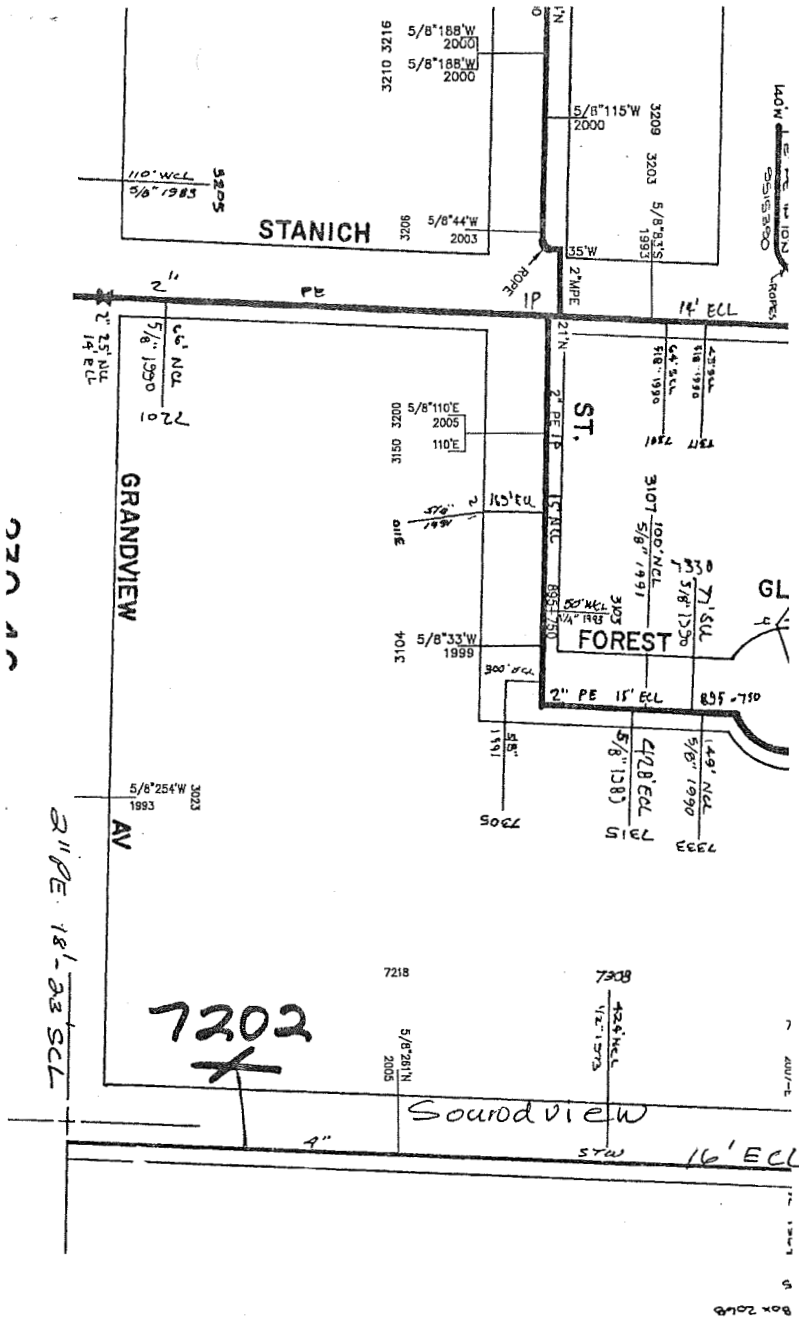
FEES
 Commercial \$ 150.00 Plan Review Fees Paid \$ 41.32 TOTAL \$ 444.19
 Residential \$ 100.00 103.30 Inspection Fees Paid \$ 299.57
 Temporary \$ 25.00 Other: _____

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Henderson Plan / Bldg. Signature: _____
 Date: 5/20/08 Date: _____

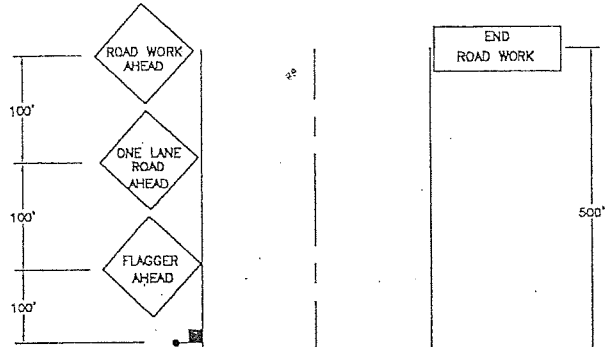
INSPECTOR'S COMMENTS COMPLETE
 Work is hereby inspected and accepted. Signature: [Signature] Date: 11-12-08

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

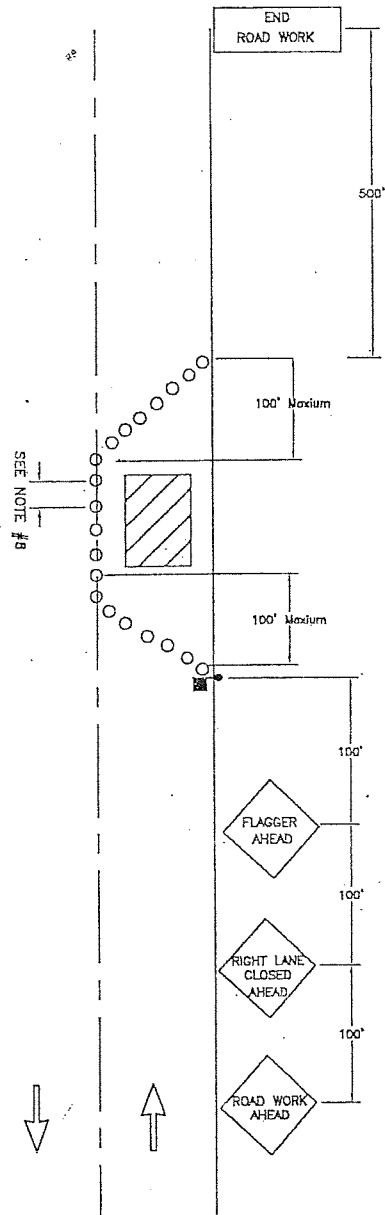
White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



8-21-2



NAME OF STREET: *Sandyview Dr*



NOTES:

- 1 FOR TWO-WAY TRAFFIC WORK ZONES
- 2 FLAGGERS SHALL REMAIN IN RADIO CONTACT AT ALL TIMES
- 3 TRAFFIC CONTROL DEVICES SHALL BE 28" RETROREFLECTIVE CONES
- 4 USE "BE PREPARED TO STOP" SIGN BETWEEN "FLAGGER AHEAD" AND "LANE CLOSED AHEAD" SIGNS ON HIGH VOLUME ROADS, SUCH AS: 43RD AVE SE, 9TH ST SW, 5TH ST SW, SHAW RD, AND OTHER STREETS WITH COMPARABLE VOLUMES
- 5 SIGN SPACING SHALL BE 350 FEET WHEN SPEED LIMIT IS GREATER THAN 30 MPH
- 6 SIGN SPACING SHALL BE 100 FEET WHEN SPEED LIMIT IS 30 MPH OR LESS
- 7 CALL COMM CENTER DAY OF CLOSURE 841-5538
 - 7.1 CLOSURE FOR WEEKDAYS ONLY
 - 7.2 TIMES: 8:00 AM TO 4:00 PM
- 8 DISTANCE BETWEEN CONES EQUALS SPEED LIMIT BUT IN UNITS OF FEET

END ROAD WORK

LANE CLOSURE ON TWO-LANE ROAD USING FLAGGERS

DRAWN J. HUNTER	PLOTTING SCALE NTS / 1=1	DATE APPROVED 04-03	REVISED	TCP STANDARD
FILE NAME E:\DRAWINGS\PUBLIC WORKS\TRAFFIC\JET.DWG	CHECKED BY M. FORD	REVISED BY	NO. 7	



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 – FAX (253) 853-7597

ENCROACHMENT PERMIT APPLICATION

Job # 31052

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-08-0087

PERMITTEE Name Peninsula Light Co. Contractor's License No. _____
 Company Name _____
 Address PO Box 70 City Gig Harbor State WA Zip 98335 Phone 857-1546

PROPERTY OWNER Name Charles Shaffer
 Address 1119 Soundview Dr. City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 1119 Soundview Dr.
 Description of Work: Removing OH Temp service & tripole
install primary cable & transformer & connect UG
Permit service

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 2 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: Karen Duke Signature: Karen Duke Date: 4-4-08
 Title: Engineer Telephone No.: 857-1546 FAX No.: 857-1557

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input checked="" type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer
	Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
 Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

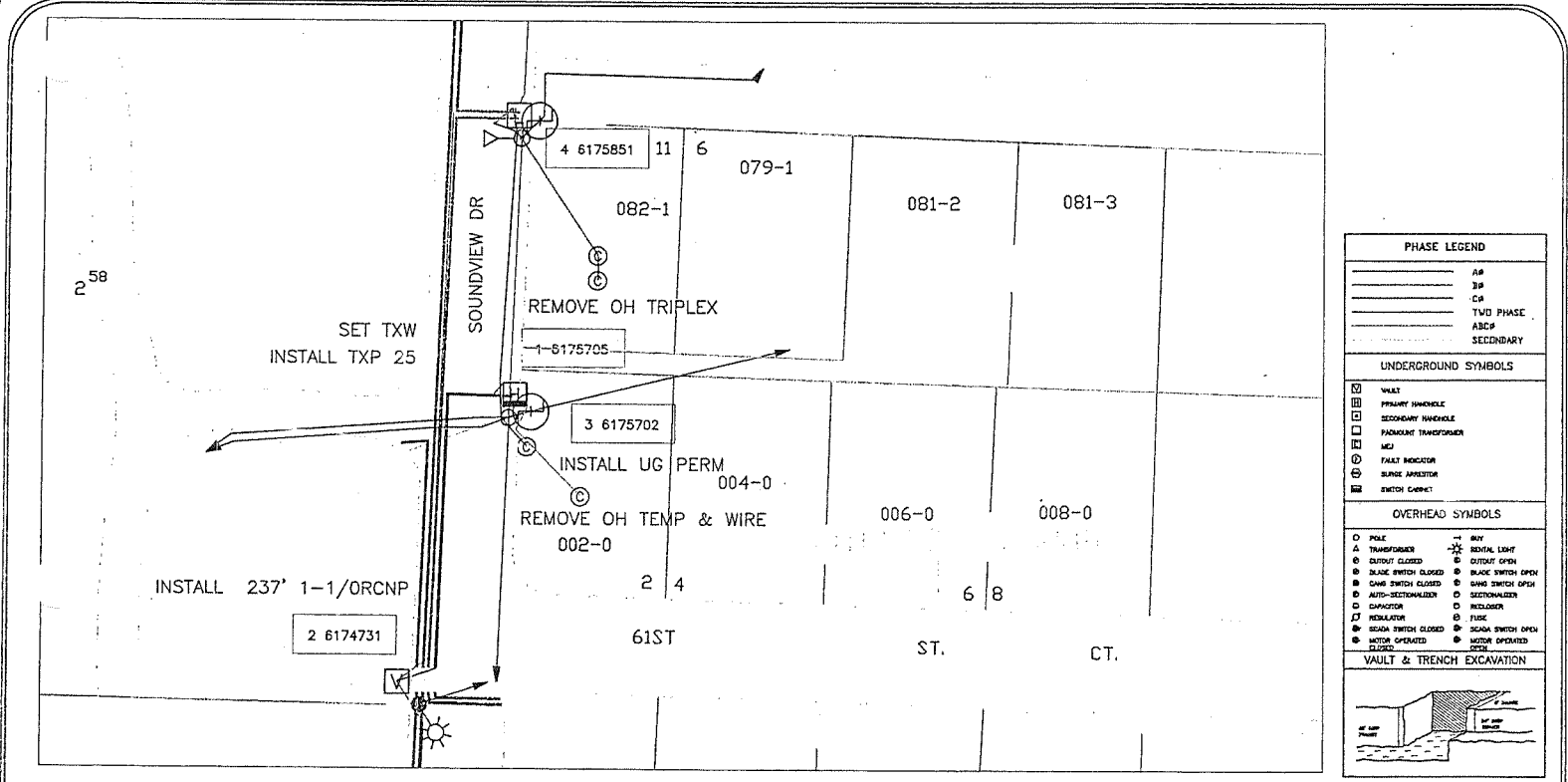
PERMIT CONDITIONS
 *Temporary Patch
 * Restoration Requirements. (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

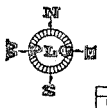
<input type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ 41.32	TOTAL \$ <u>444.19</u>
<input checked="" type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ 249.57	
<input type="checkbox"/> Temporary \$ 25.83	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Anderson Plan. / Bldg. Signature: _____
 Date: 4/5/08 Date: _____

INSPECTOR'S COMMENTS Complete
 Work is hereby inspected and accepted. Signature: J. J. O/S Date: 11-20-08



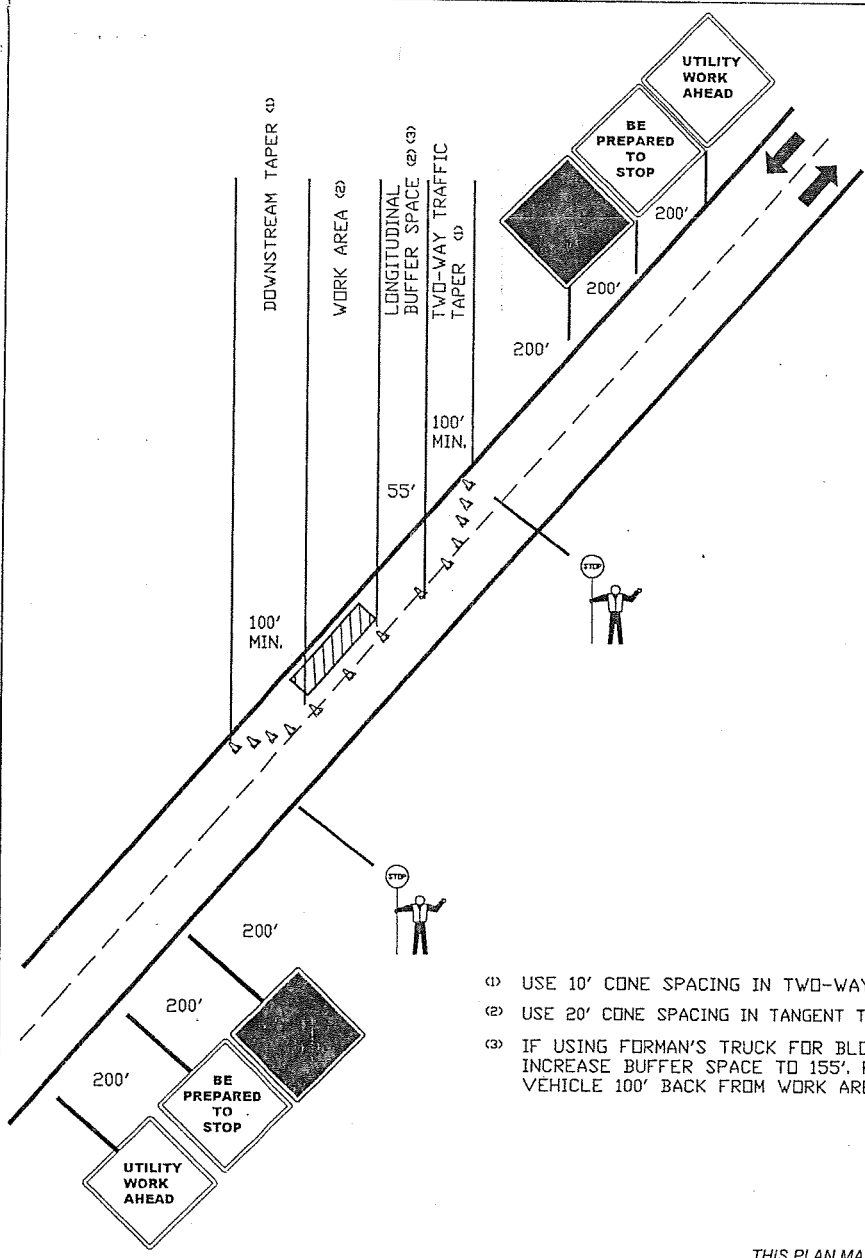
PHASE LEGEND			
---	AP		
---	3P		
---	CP		
---	TWO PHASE		
---	ABCP		
---	SECONDARY		
UNDERGROUND SYMBOLS			
⊞	VAULT		
⊞	PRIMARY HANDBOLE		
⊞	SECONDARY HANDBOLE		
⊞	PAVEMENT TRANSFORMER		
⊞	MCJ		
⊞	FAULT INDICATOR		
⊞	SHARP APPROPRIATE		
⊞	SWITCH CABINET		
OVERHEAD SYMBOLS			
○	POLE	⊞	REGULATORY LIGHT
△	TRANSFORMER	⊞	OUTPUT CLOSED
⊞	OUTPUT OPEN	⊞	BLADE SWITCH CLOSED
⊞	BLADE SWITCH OPEN	⊞	BLADE SWITCH OPEN
⊞	DIAG SWITCH CLOSED	⊞	DIAG SWITCH OPEN
⊞	AUTO-SECTIONALIZER	⊞	SECTIONALIZER
⊞	SECTIONALIZER	⊞	REGULATOR
⊞	REGULATOR	⊞	FUSE
⊞	SEADA SWITCH CLOSED	⊞	SEADA SWITCH OPEN
⊞	SEADA SWITCH OPEN	⊞	SEADA SWITCH OPEN
⊞	SEADA SWITCH OPEN	⊞	SEADA SWITCH OPEN
⊞	SEADA SWITCH OPEN	⊞	SEADA SWITCH OPEN
VAULT & TRENCH EXCAVATION			



TAILBOARD	ASBUILT	Designed By: Karen Duke
FOREMAN: _____ DATE: _____	CONTRACTOR: _____ FOREMAN: _____ DATE: _____	REVIEWED BY: _____ APP'D BY: _____ ZONE: 617 DATE: _____

Peninsula Light Co.
a mutual corporation
13315 Goodnough Drive N.W.
P.O. Box 78
Gig Harbor, WA 98335
(206) 857-5950

PROJECT TYPE: Temp to Perm
PROJECT NAME: Charles Shafer
PROJECT LOCATION: 6119 Soundview Dr
CLIENT: Charles Shafer
W/O #: 8652
VERSION: 1
SCALE: NTS
SHEET: 1 of 1



- (1) USE 10' CONE SPACING IN TWO-WAY TAPER AREAS
- (2) USE 20' CONE SPACING IN TANGENT TAPER.
- (3) IF USING FORMAN'S TRUCK FOR BLOCK VEHICLE, INCREASE BUFFER SPACE TO 155'. PARK BLOCK VEHICLE 100' BACK FROM WORK AREA.

THIS PLAN MAY BE MODIFIED TO MEET CURRENT OR CHANGING SITE CONDITIONS. ANY MODIFICATION TO THIS PLAN MUST MEET OR EXCEED THE CURRENT STANDARDS AND PROCEDURES ESTABLISHED IN PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

TAILBOARD	ASBUILT	APPROVED BY TCS: <i>[Signature]</i> PENINSULA LIGHT CO. 13315 Goodnough Drive N.W. P.O. Box 78 Gig Harbor, WA 98335 (206) 857-5950	PROJECT: TRAFFIC CONTROL PLAN LANE CLOSURE ON LOW-VOLUME, 2-LANE ROAD TYPICAL B CLIENT: PENINSULA LIGHT CO. W/O #: 8652 SCALE: nts SHEET: 1 OF 1
FOREMAN: _____	FOREMAN: _____		
DATE: _____	DATE: _____		
FOREMAN: _____	PLOTINFO DATE: 6/4/08 KS TIME: _____		
DATE: _____			



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

12 # 9204

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-07-0105

PERMITTEE Name Perimeter Light Co Contractor's License No. _____
 Company Name _____
 Address PO BOX 78 City Englewood State WA Zip 98335 Phone 253-1546

PROPERTY OWNER Name Martin Martin
 Address 7202 Sandview Ln City G.H. State _____ Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 7202 Sandview (Sandview & Grandview)
 Description of Work: Removing OH temp service. Install
primary cable & transformer & connect new
116 service

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 2 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: Rachel Duce Signature: Rachel Duce Date: 6-12-07
 Title: Permitter Telephone No.: 851-1546 FAX No.: 857-1557

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____ Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer
--	---	---

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. <input checked="" type="checkbox"/> Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170) <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Push utilities under the road. <input type="checkbox"/> Cut of pavement prohibited. <input type="checkbox"/> Provide certified compaction tests.	PERMIT CONDITIONS <input type="checkbox"/> *Temporary Patch * Restoration Requirements, (see Section 1.b on back of this permit) <input checked="" type="checkbox"/> Traffic Control (see 2a on back) <input checked="" type="checkbox"/> City approved traffic control plan <input type="checkbox"/> Commercial (must provide 3 sets of engineered drawings) <input type="checkbox"/> Residential (must provide drawing) <input type="checkbox"/> Survey Monument removal (see attachment "A" Attached) <input type="checkbox"/> Public Notification Required
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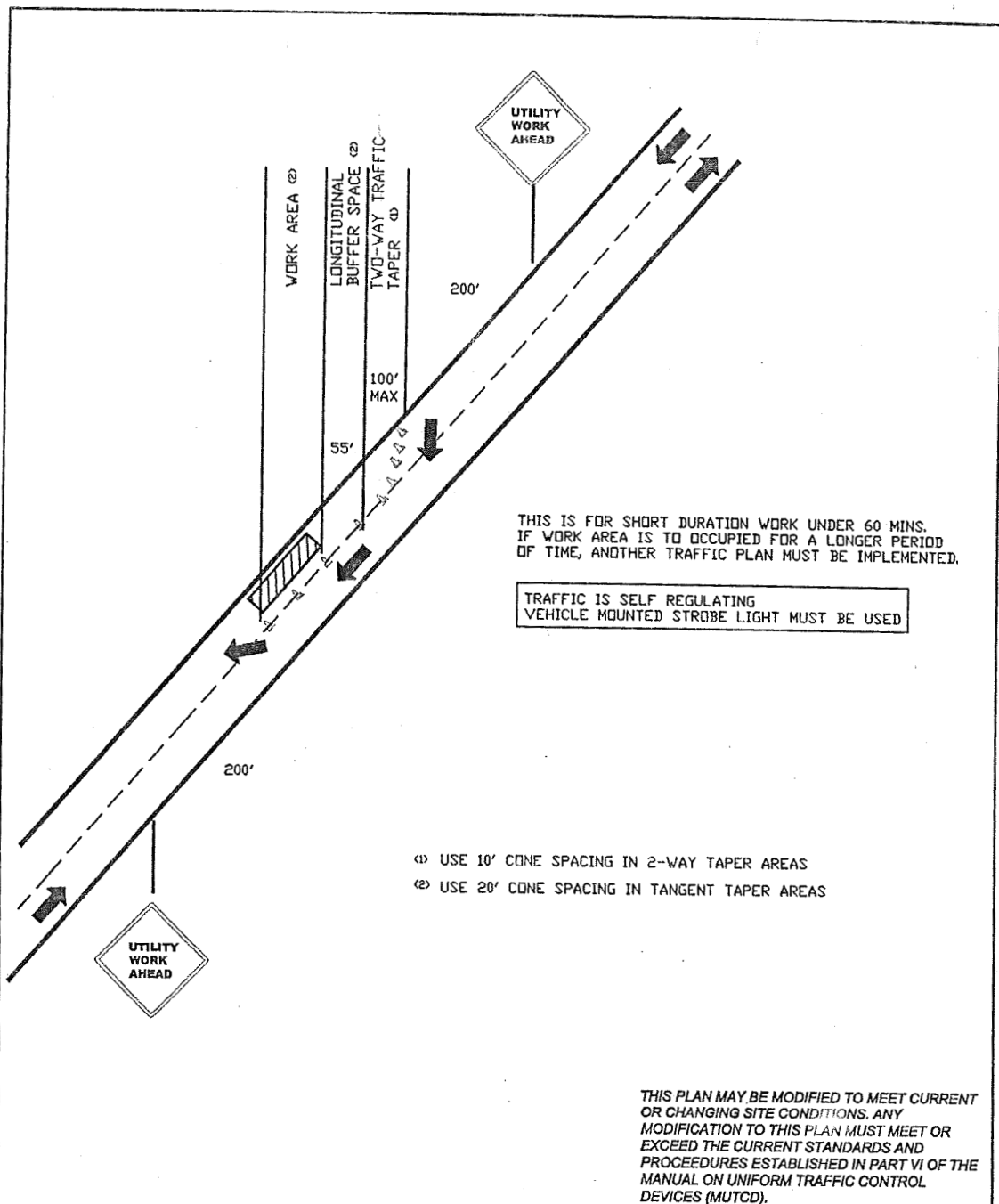
FEES

<input checked="" type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ 41.32	TOTAL \$ <u>444.19</u>
<input type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ 299.57	
<input type="checkbox"/> Temporary \$ 25.83	Other: _____	


CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William D. ... Plan. / Bldg. Signature: _____
 Date: 7/1/07 Date: _____

INSPECTOR'S COMMENTS COMPLETE
 Work is hereby inspected and accepted. Signature: [Signature] Date: 8/5/07

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.



THIS PLAN MAY BE MODIFIED TO MEET CURRENT OR CHANGING SITE CONDITIONS. ANY MODIFICATION TO THIS PLAN MUST MEET OR EXCEED THE CURRENT STANDARDS AND PROCEDURES ESTABLISHED IN PART VI OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).

TAILBOARD		ASBUILT		APPROVED BY TCS:		PROJECT: TRAFFIC CONTROL PLAN TEMPORARY LANE CLOSURE ON HINDR STREET TYPICAL 2	
FOREMAN: _____	DATE: _____	FOREMAN: _____	DATE: _____	 PENINSULA LIGHT CO. 13315 Goodnough Drive N.W. P.O. Box 78 Gig Harbor, WA 98335 (206) 857-5950		CLIENT: PENINSULA LIGHT CO.	
FOREMAN: _____	DATE: _____	FOREMAN: _____	DATE: _____			W/O #:	
DATE: _____	TIME: _____	DATE: _____	TIME: _____	SCALE: nts		SHEET: 1 OF 1	



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 – FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-08-0118

PERMITTEE Name Star Moving & Storage Contractor's License No. _____
 Company Name _____
 Address 3625 So. Warner City Tacoma State WA Zip 98409 Phone 476-3394

PROPERTY OWNER Name Don Blankenship
 Address 6801 Soundview City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 6801 Soundview
 Description of Work: Load out household goods from residence

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 1 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: _____ Signature: _____ Date: _____
 Title: _____ Telephone No.: 851 4967 FAX No.: _____

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input checked="" type="checkbox"/> Other: <u>MOVING</u> <input type="checkbox"/> Sewer
	Insurance Certificate Submitted <input checked="" type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
 * Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170) *
 Other: 1) OBSERVE APPROVED TRAFFIC CONTROL
2) LET INSPECTOR KNOW DAY BEFORE
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 *Temporary Patch
 * Restoration Requirements, (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

<input type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ _____	TOTAL \$ <u>25.83</u>
<input type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ _____	
<input type="checkbox"/> Temporary \$ <u>25.83</u>	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Handrich Plan. / Bldg. Signature: _____
 Date: 7/24/08 Date: _____

INSPECTOR'S COMMENTS _____
 Work is hereby inspected and accepted. Signature: _____ Date: _____

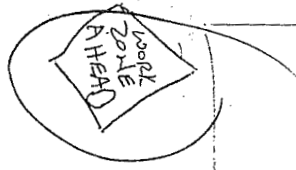
Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White – City copy Yellow – Applicant copy Pink – Inspector copy Goldenrod – Planning copy

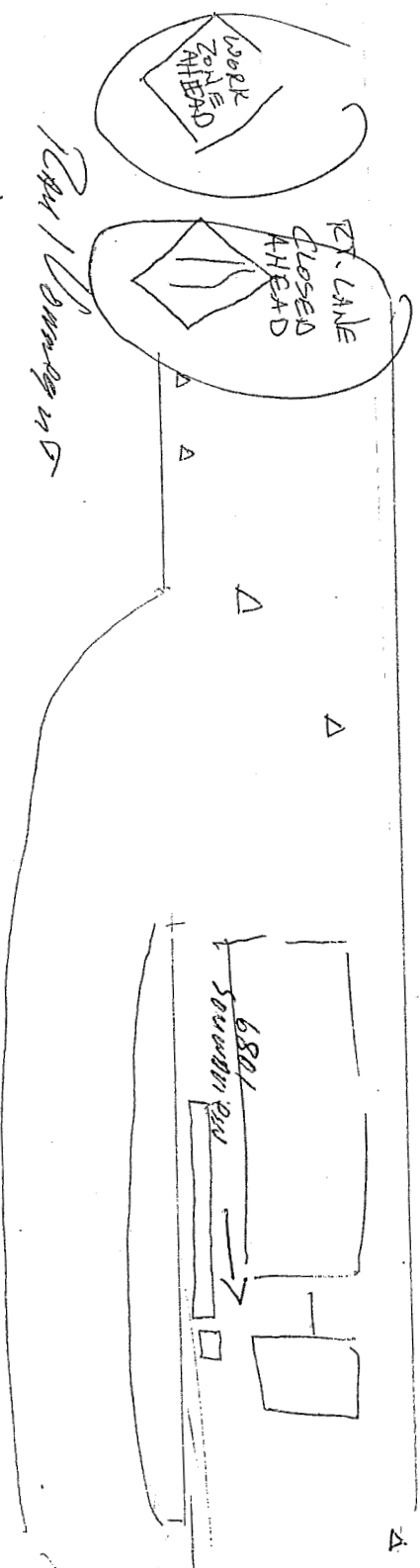
NO FLAGGERS REQ'D PER
GEORGE FLANNIGAN
RACE SIGNS AS REQUESTED
[Signature]

Episcow

← Sandview



1991 Sunn Lane



[Signature]

253-377-0024 CR11
851-4967 Home



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT

3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 - FAX (253) 853-7597

ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board PERMIT NUMBER EN-08-0137

PERMITTEE Name Patelco Contractor's License No. _____
Company Name Patelco
Address 5807 Milwaukee City Yunahally State WA Zip 98372 Phone 253-841-6294

PROPERTY OWNER Name David V. Barker
Address 7421 Soundview City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
Address or Intersection: 7421 Soundview Dr.
Description of Work: Install appx 20' 1 1/8" short side gas service
order 106219596

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
Estimated working days 1 Estimated initial pavement cut: length 6 ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
Name: Vicki Berg Signature: Vicki Berg Date: 8/28/08
Title: Admin Telephone No.: 253-841-6294 FAX No.: 253-841-6213

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>NA</u> (\$5,000 min.) Date Posted: <u>NA</u> Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer
---	---	--

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
Notify the inspector if there are any changes to the approval of this permit.
Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
Comply with the latest revision of the Public Works Standards.
Keep a copy of this permit and approved plans at the work site at all times.
Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 *Temporary Patch
* Restoration Requirements, (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

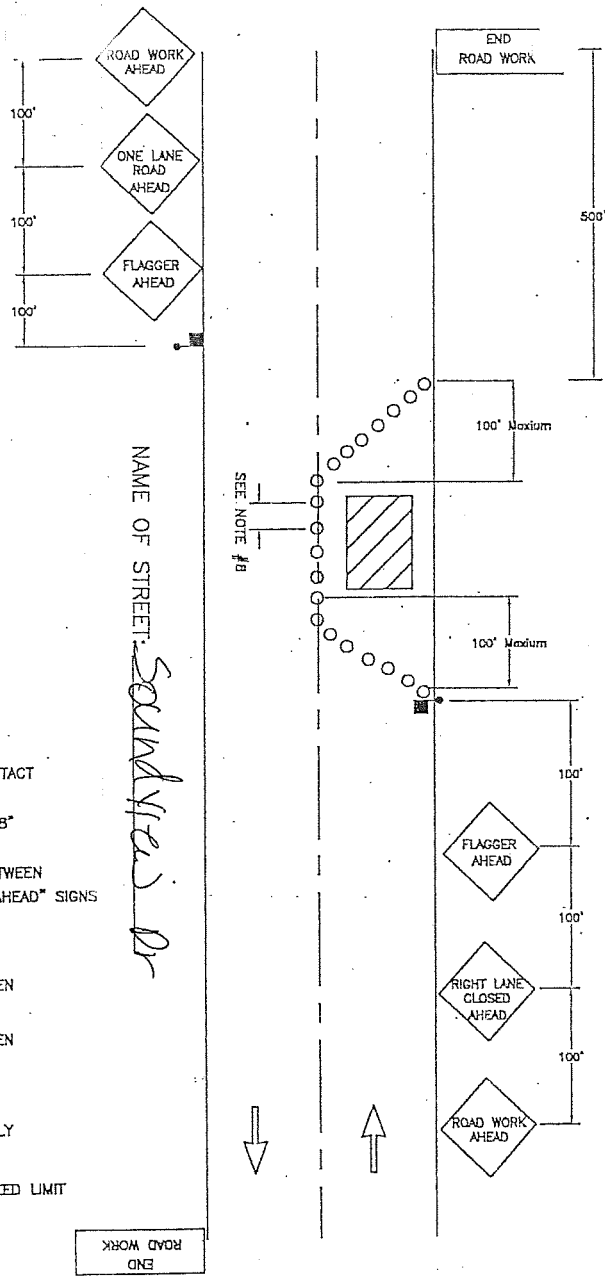
FEES
 Commercial \$ 154.95 Plan Review Fees Paid \$ 41732 TOTAL \$ 495.84
 Residential \$ 103.30 Inspection Fees Paid \$ 299.57
 Temporary \$ 25.83 Other: _____

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
Oper. & Engr. Signature: William Spindler Plan. / Bldg. Signature: _____
Date: 9/15/08 Date: _____

INSPECTOR'S COMMENTS COMPLETE
Work is hereby inspected and accepted. Signature: _____ Date: 10/7/08

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



NOTES:

- 1 FOR TWO-WAY TRAFFIC WORK ZONES
- 2 FLAGGERS SHALL REMAIN IN RADIO CONTACT AT ALL TIMES
- 3 TRAFFIC CONTROL DEVICES SHALL BE 28" RETROREFLECTIVE CONES
- 4 USE "BE PREPARED TO STOP" SIGN BETWEEN "FLAGGER AHEAD" AND "LANE CLOSED AHEAD" SIGNS ON HIGH VOLUME ROADS.
- 5 SIGN SPACING SHALL BE 350 FEET WHEN SPEED LIMIT IS GREATER THAN 30 MPH
- 6 SIGN SPACING SHALL BE 100 FEET WHEN SPEED LIMIT IS 30 MPH OR LESS
- 7 CALL COMM CENTER DAY OF CLOSURE
 - 7.1 CLOSURE FOR WEEKDAYS ONLY
 - 7.2 TIMES: 8:00 AM TO 4:00 PM
- 8 DISTANCE BETWEEN CONES EQUALS SPEED LIMIT BUT IN UNITS OF FEET

LANE CLOSURE ON TWO-LANE ROAD USING FLAGGERS

DRAWN J. HUNTER	PLOTTING SCALE NTS/ 1=1	DATE APPROVED 04-03	REVISED	TCP STANDARD
FILE NAME E:\DRAWINGS\PUBLIC WORKS\TRAFFIC\JEFF.DWG	CHECKED BY M. FORD	REVISED BY	NO. 7	



**CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION**

Commercial Residential Temporary A-Board PERMIT NUMBER EN-08-0139

PERMITTEE Name Martin N. & Linda M. Morin Contractor's License No. N/A
Company Name N/A
Address _____ City _____ State _____ Zip _____ Phone _____

PROPERTY OWNER Name Martin N. & Linda M. Morin
Address 962 Woodworth Ave City Gig Harbor State WA Zip 98332

WORK LOCATION Indicate the location of the work in the right-of-way.
Address or Intersection: 7202 Soundview Dr. - Gig Harbor, WA 98335
Description of Work: Driveway - from property line up to asphalt pathway on Grandview - move meter - rebuild rock wall along Soundview - change to block

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
Estimated working days 1 Estimated initial pavement cut: length 0 ft.; width 0 ft.; * depth 0 ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
Name: Martin N. Morin Signature: Martin N. Morin Date: 9/16/08
Title: Owner Telephone No. Home # 253-851-3344 FAX No. _____
Cell # 253-606-3968 - call

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount (\$5,000 min.) _____ Date Posted _____ Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer
--	---	---

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
Notify the inspector if there are any changes to the approval of this permit.
Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
Comply with the latest revision of the Public Works Standards.
Keep a copy of this permit and approved plans at the work site at all times.
Schedule inspections and pre-construction meeting 48-hours in advance (851-6170)
 Other PROVIDE EXPANSION JOINT AT CITY ROW EDGE / PROVIDE TRAFFIC CONTROL DURING CONC. PLACEMENT.
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 *Temporary Patch
* Restoration Requirements. (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

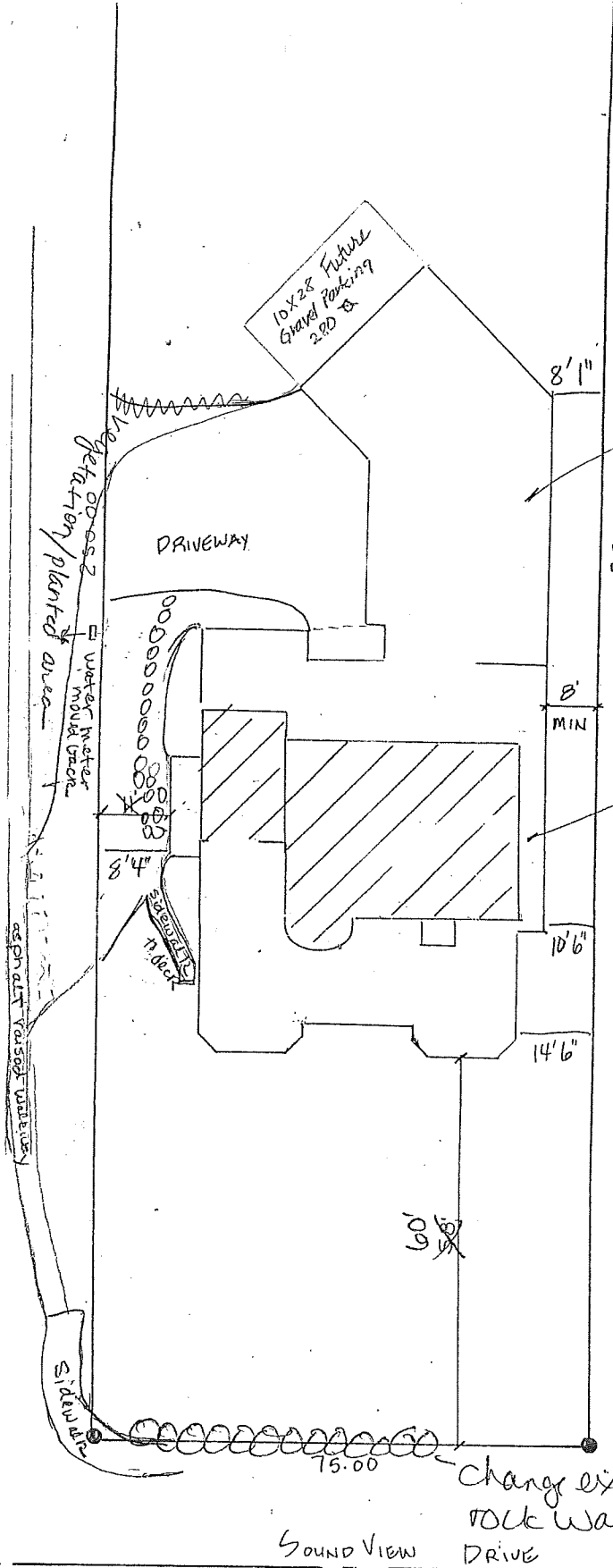
FEES

<input type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ _____	TOTAL \$ <u>103.30</u> CPT# <u>101685</u>
<input checked="" type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ 753.77	
<input type="checkbox"/> Temporary \$ 25.83	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
Oper. & Engr. Signature: William Spindler Plan. / Bldg. Signature: _____
Date: _____ Date: _____

INSPECTOR'S COMMENTS
Work is hereby inspected and accepted. Signature: [Signature] Date: 9-23-09

GRANDVIEW ST.



42

SITE PLAN

1"=20'

MORIN RESIDENCE

7202 SOUNDVIEW DR.

PARCEL# 0221802114

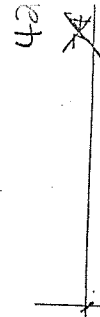
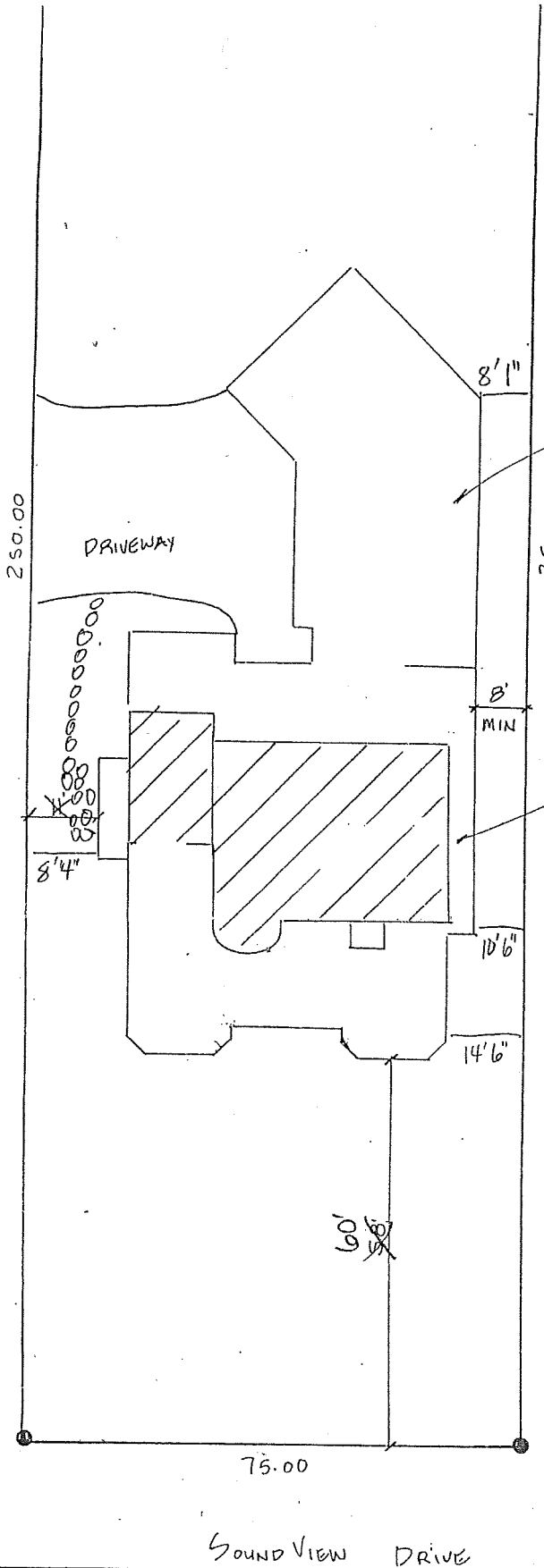
APPROVED
 City of Gig Harbor
 Planning & Building St
 Date 9/24/08 Initials C

RECEIVED

SEP 08 2008

CITY OF GIG HARBOR
OPERATIONS & ENGINEERING

GRANDVIEW ST.



PROPOSED ADDITION

EXISTING FOUNDATION LINE

SITE PLAN

1"=20'

MORIN RESIDENCE

7202 SOUNDVIEW DR.

PARCEL# 0221802114

APPROVED
 City of Gig Harbor
 Planning & Building Se
 Date 4/24/08 Initials C

SOUNDVIEW DRIVE

Impervious Surface Calculations

Martin & Linda Morin Residence
7202 Soundview Dr.
Gig Harbor

Lot size: 75' X 250' = 18,750 sq. feet

Impervious surface maximum: 40% of total square footage

Total allowable impervious surface: 7,500 sq. ft.

New construction impervious surface areas:

House & Garage	5396 sq. ft.	5396
Driveway	836	1296
Sidewalk & Porch	202	80
Deck/Patio (Maximum size)	768	450
Gravel or Paved parking area	<u>280</u>	<u>0</u>
Total new residence impervious surface	7,482 sq. ft.	7224

Existing/Current impervious surface coverage:

House, Garage, Driveway, Sidewalks 4,767 sq. ft

**New/Additional impervious surface coverage: 2,475 sq. ft.

**Per our discussion with Jeff Langhelm in May 2007, there is no need for engineering as long as the new/additional impervious surface coverage is less than 5,000 sq. ft.



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

P.1.

<input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Temporary <input type="checkbox"/> A-Board PERMIT NUMBER <u>EW-08-0154</u>								
PERMITTEE Name <u>James J. ...</u> Contractor's License No. <u>...</u> Company Name _____ Address <u>...</u> City <u>...</u> State <u>...</u> Zip <u>...</u> Phone <u>...</u>								
PROPERTY OWNER Name _____ Address _____ City _____ State _____ Zip _____								
WORK LOCATION Indicate the location of the work in the right-of-way. Address or Intersection: <u>...</u> Description of Work: <u>...</u>								
WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored Estimated working days <u>30</u> Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.								
PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Agent Name: <u>...</u> Signature: <u>...</u> Date: <u>...</u> Title: <u>...</u> Telephone No.: <u>...</u> FAX No.: <u>...</u>								
FOR CITY USE ONLY:								
INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount (\$5,000 min.) _____ Date Posted _____ Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sewer						
PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. <u>Schedule Inspections and pre-construction meeting 48-hours in advance (851-6170)</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Push utilities under the road. <input type="checkbox"/> Cut of pavement prohibited. <input type="checkbox"/> Provide certified compaction tests.	PERMIT CONDITIONS <input type="checkbox"/> *Temporary Patch * Restoration Requirements, (see Section 1.b on back of this permit) <input type="checkbox"/> Traffic Control (see 2a on back) <input type="checkbox"/> City approved traffic control plan <input type="checkbox"/> Commercial (must provide 3 sets of engineered drawings) <input type="checkbox"/> Residential (must provide drawing) <input type="checkbox"/> Survey Monument removal (see attachment "A" Attached) <input type="checkbox"/> Public Notification Required							
FEES <table style="width:100%;"> <tr> <td><input type="checkbox"/> Commercial \$ 154.95</td> <td>Plan Review Fees Paid <input type="checkbox"/> \$ _____</td> <td rowspan="3" style="text-align: right;">TOTAL \$ <u>25.83</u></td> </tr> <tr> <td><input type="checkbox"/> Residential \$ 103.30</td> <td>Inspection Fees Paid <input type="checkbox"/> \$ _____</td> </tr> <tr> <td><input checked="" type="checkbox"/> Temporary \$ 25.83</td> <td>Other: _____</td> </tr> </table>		<input type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ _____	TOTAL \$ <u>25.83</u>	<input type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ _____	<input checked="" type="checkbox"/> Temporary \$ 25.83	Other: _____
<input type="checkbox"/> Commercial \$ 154.95	Plan Review Fees Paid <input type="checkbox"/> \$ _____	TOTAL \$ <u>25.83</u>						
<input type="checkbox"/> Residential \$ 103.30	Inspection Fees Paid <input type="checkbox"/> \$ _____							
<input checked="" type="checkbox"/> Temporary \$ 25.83	Other: _____							
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form. Oper. & Engr. Signature: <u>William J. ...</u> Plan. / Bldg. Signature: _____ Date: <u>...</u> Date: _____								
INSPECTOR'S COMMENTS <u>Complete</u> Work is hereby inspected and accepted. Signature: <u>...</u> Date: <u>12-1-08</u>								

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.
 White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



**CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT**
3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

<input type="checkbox"/> Commercial <input checked="" type="checkbox"/> Residential <input type="checkbox"/> Temporary <input type="checkbox"/> A-Board		PERMIT NUMBER <u>FN-08-01066</u>
PERMITTEE Name <u>B.ANDERSON CONSTRUCTION, INC.</u> Name <u>Randy & Barbara Stewart</u> Contractor's License No. <u>BANDEC1088PA</u> Company Name <u>B.ANDERSON CONSTRUCTION, INC.</u> Address <u>7118 57th Ave. Ct. N.W.</u> City <u>Gig Harbor</u> State <u>WA</u> Zip <u>98335</u> Phone <u>253 851 1135</u>		
PROPERTY OWNER Name <u>Randy & Barbara Stewart</u> Address <u>6726 Soundview Dr.</u> City <u>Gig Harbor</u> State <u>WA</u> Zip <u>98335</u>		
WORK LOCATION Indicate the location of the work in the right-of-way. Address or Intersection: <u>6726 Soundview Dr., Gig Harbor, WA</u> Description of Work: _____		
WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored Estimated working days <u>One (1)</u> Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.		
PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Agent Name: <u>Rene M. Anderson</u> Signature: <u>Rene M. Anderson</u> Date: <u>10/1/08</u> Title: <u>Sec. / Treas.</u> Telephone No.: <u>253 851 1135</u> FAX No.: <u>253 851 1635</u>		
FOR CITY USE ONLY:		
INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>\$ 5000</u> (\$5,000 min.) Date Posted _____ Insurance Certificate Submitted: <input checked="" type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sewer
PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. <u>Schedule inspections and pre-construction meeting 48-hours in advance (851-6170)</u> <input type="checkbox"/> Other _____ <input type="checkbox"/> Push utilities under the road. <input type="checkbox"/> Cut of pavement prohibited. <input type="checkbox"/> Provide certified compaction tests.		PERMIT CONDITIONS <input type="checkbox"/> *Temporary Patch * Restoration Requirements, (see Section 1.b on back of this permit) <input checked="" type="checkbox"/> Traffic Control (see 2a on back) <input checked="" type="checkbox"/> City approved traffic control plan <input type="checkbox"/> Commercial (must provide 3 sets of engineered drawings) <input type="checkbox"/> Residential (must provide drawing) <input type="checkbox"/> Survey Monument removal (see attachment "A" Attached) <input type="checkbox"/> Public Notification Required
FEES <input type="checkbox"/> Commercial \$ 154.95 Plan Review Fees Paid <input type="checkbox"/> \$ _____ TOTAL \$ <u>103.30</u> <input checked="" type="checkbox"/> Residential <u>103.30</u> Inspection Fees Paid <input type="checkbox"/> \$ _____ <input type="checkbox"/> Temporary \$ 25.83 Other: _____		
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form. Oper. & Engr. Signature: <u>William Anderson</u> Plan. / Bldg. Signature: _____ Date: <u>11/6/08</u> Date: _____ CITY-CASHIER: <u>Rene Anderson</u> FE Batch <u>001 10 2008</u> Date <u>10/01/2008</u> <u>0102247 103.30</u> <u>Cash 0.00</u> Date: <u>Check 0.00</u> <u>Credit 103.30</u>		
INSPECTOR'S COMMENTS Work is hereby inspected and accepted. Signature: _____ Date: _____		

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



CITY OF GIG HARBOR - OPERATIONS / ENGINEERING AND DEPARTMENT

3510 GRANDVIEW STREET • GIG HARBOR, WA 98335
 TELEPHONE (253) 851-6170 • FAX (253) 853-7597

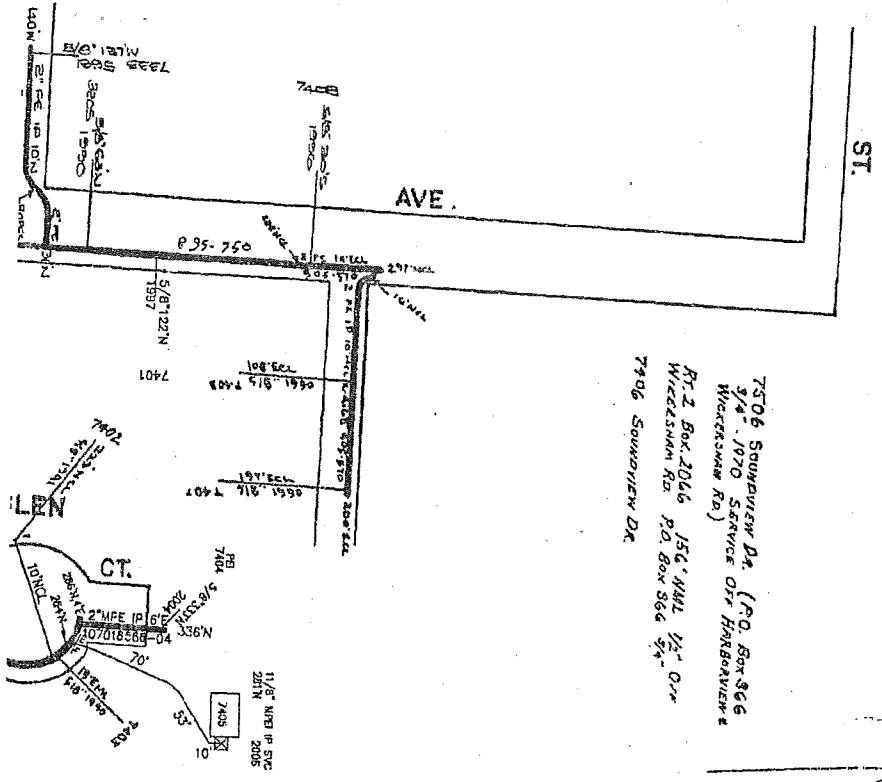
EN-07-0082

ENCROACHMENT PERMIT APPLICATION

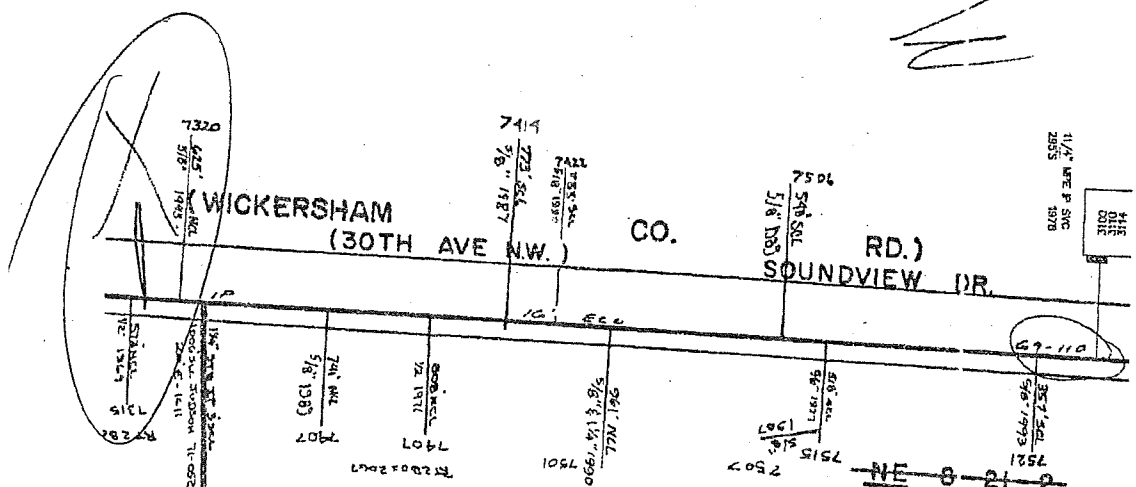
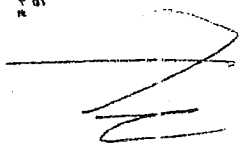
<input type="checkbox"/> Commercial <input type="checkbox"/> Residential <input type="checkbox"/> Temporary														
PERMITTEE Name <u>PSE / Pofelco</u> Contractor's License No. _____ Company Name <u>Pofelco</u> Address <u>5507 Milwaukee</u> City <u>Puyallup</u> State <u>WA</u> Zip <u>98372</u> Phone <u>253-841-6214</u>														
PROPERTY OWNER Name <u>James M Sackup</u> Address <u>7317 Olympic Dr NW</u> City <u>Gig Harbor</u> State <u>WA</u> Zip _____														
WORK LOCATION Indicate the location of the work in the right-of-way. Address or Intersection: <u>7314 Soundview Dr.</u> Description of Work: <u>Bore approx 50' x 50' Longside gas service</u> <u>order 106197879</u>														
WORK PERMITTED Duration and Limits Estimated working days <u>1</u> Estimated initial pavement cut: length <u>6</u> ft.; width _____ ft.; * depth _____ ft. * All excavation 4 ft. or more in depth shall be shored.														
PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. <input type="checkbox"/> Owner <input checked="" type="checkbox"/> Contractor <input type="checkbox"/> Agent Name: <u>Vicki Berg</u> Signature: <u>Vicki Berg</u> Date: <u>5/18/07</u> Title: <u>Admin</u> Telephone No.: <u>253-841-6294</u> FAX No.: <u>253-841-6213</u>														
FOR CITY USE ONLY:														
INSPECTOR'S USE: Date Application Received _____ Date Permit Activated _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>N/A</u> (\$5,000 min.) Date Posted <u>N/A</u> Insurance Certificate Submitted: <input type="checkbox"/> Yes <input type="checkbox"/> No (Naming the City as Additional Insured - see checklist of min. insurance requirements)	PERMIT NUMBER <u>EN070082</u> Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer												
PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked: Notify the inspector if there are any changes to the approval of this permit. Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating. Comply with the latest revision of the Public Works Standards. Keep a copy of this permit and approved plans at the work site at all times. Schedule Inspections and pre-construction meetings 48-hours in advance (851-6170) <input type="checkbox"/> Other _____ <input checked="" type="checkbox"/> Push utilities under the road. <u>BORE</u> <input type="checkbox"/> Cut of pavement prohibited. <input type="checkbox"/> Provide compaction testing, by a Certified Testing Lab.		PERMIT CONDITIONS <input type="checkbox"/> *Temporary Patch * (see Restoration Requirements, Section 1.b on back of this permit) <input checked="" type="checkbox"/> Traffic Control (see 2a on back) <input checked="" type="checkbox"/> City approved traffic control plan <input type="checkbox"/> Commercial (must provide 2 sets of engineered drawings) <input type="checkbox"/> Residential (must provide drawing)												
FEES <table style="width:100%;"> <tr> <td><input type="checkbox"/> Commercial</td> <td>\$ 50.00</td> <td>Hook-up Fees Paid</td> <td><input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A</td> </tr> <tr> <td><input checked="" type="checkbox"/> Residential</td> <td>\$ 50.00</td> <td>Plan Review Fees Paid</td> <td><input checked="" type="checkbox"/> Yes <u>25</u> <input type="checkbox"/> No <input type="checkbox"/> N/A <u>275</u></td> </tr> <tr> <td><input type="checkbox"/> Temporary</td> <td>\$ 25.00</td> <td>Inspection Fees Paid</td> <td><input type="checkbox"/> Yes <u>200</u> <input type="checkbox"/> No <input type="checkbox"/> N/A</td> </tr> </table>			<input type="checkbox"/> Commercial	\$ 50.00	Hook-up Fees Paid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A	<input checked="" type="checkbox"/> Residential	\$ 50.00	Plan Review Fees Paid	<input checked="" type="checkbox"/> Yes <u>25</u> <input type="checkbox"/> No <input type="checkbox"/> N/A <u>275</u>	<input type="checkbox"/> Temporary	\$ 25.00	Inspection Fees Paid	<input type="checkbox"/> Yes <u>200</u> <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Commercial	\$ 50.00	Hook-up Fees Paid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A											
<input checked="" type="checkbox"/> Residential	\$ 50.00	Plan Review Fees Paid	<input checked="" type="checkbox"/> Yes <u>25</u> <input type="checkbox"/> No <input type="checkbox"/> N/A <u>275</u>											
<input type="checkbox"/> Temporary	\$ 25.00	Inspection Fees Paid	<input type="checkbox"/> Yes <u>200</u> <input type="checkbox"/> No <input type="checkbox"/> N/A											
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form. Operations and Engr. Signature: <u>William Hendricks</u> Planning and Building Signature: _____ Date: <u>5/24/07</u> Date: _____														
INSPECTOR'S COMMENTS <u>COMPLETE</u>														
Work is hereby inspected and accepted. Signature: <u>[Signature]</u> Date: <u>5/21/07</u>														

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White = City copy Yellow = Applicant copy Pink = Inspector copy Goldenrod = Planning copy



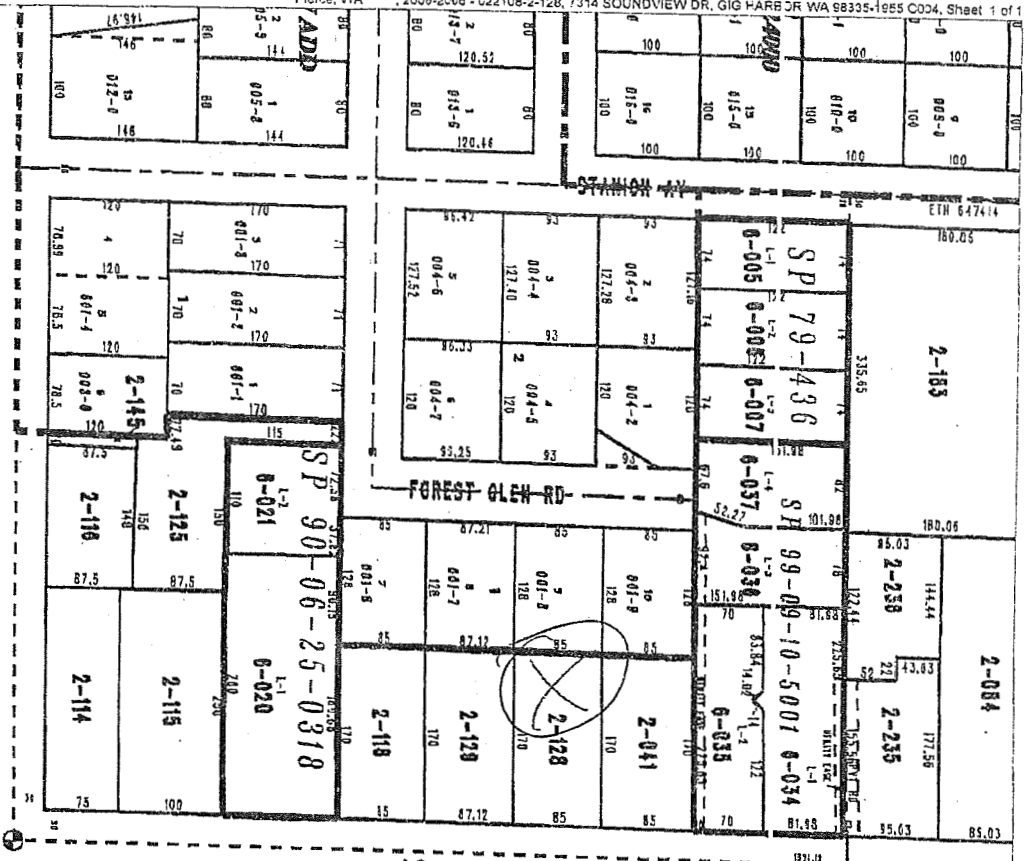
7506 SOUNDVIEW DR (P.O. Box 566
 3/4 - 1979 SERVICE OFF HANBORVIEW #
 WICKERSHAM RD.)
 P.O. Box 2066 156' MAIL 1/2" Cir
 WICKERSHAM RD P.O. Box 566 3/4"
 7406 SOUNDVIEW DR



JOB# 106 197879
 7314 SOUNDVIEW DR
 G16 HANBOR, WA 98335
 MTR LOC: RIGHT

NE 8 21 8
 4 230.47

G



JOB# 106 197879

2491 S. MAIN STREET, ROOM
TACOMA, WASHINGTON 9840

Washington State Plane Feet, South Zone, De



Pierce Cou
Assessor-Trea

THIS IS NOT A SUR
DO NOT USE DATA FOUND ON T
WE ASSUME NO LIABILITY FOR V
ASCERTAINED BY ACTUAL SU
FOR ASSESSOR'S USE ON

NAME OF STREET: *Sandwich Dr.*

SHD
ROAD WORK

500'

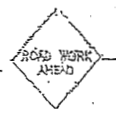
SEE NOTE #1

SEE NOTE #1
L/S

NOTES:

- 1 FOR SHOULDER WORK ZONES
- 2 VEHICLE TO PROTECT WORKZONE
- 3 TRAFFIC CONTROL DEVICES SHALL BE 28" REIROREFLECTIVE CONES
- 4 TAPER LENGTH EQUALS WIDTH OF OFFSET TIMES SPEED LIMIT SQUARED DIVDED BY 60

$$L = \frac{WS^2}{60}$$
- 5 SIGN SPACING SHALL BE 100 FEET WHEN SPEED LIMIT IS 30 MPH OR LESS
- 6 SIGN SPACING SHALL BE 350 FEET WHEN SPEED LIMIT IS GREATER THAN 30 MPH
- 7 CALL COMM CENTER DAY OF CLOSURE B41-5538
 7.1 CLOSURE FOR WEEKDAYS ONLY
 7.2 TIMES: 8:00 AM TO 4:00 PM
- 8 DISTANCE BETWEEN CONES EQUALS SPEED LIMIT BUT IN UNITS OF FEET



100'



SHOULDER CLOSURE

DESIGN J. HUNTER	PLANNING SCALE NTSY, 1"=1'	DATE APPROVED 04-03	DESIGNED BY M. FORD	TCR STANDARD NO. 11
FILE NAME MURKIN.MXD	DATE PLOTTED 04/03/03	DESIGNED BY M. FORD	REVIEWED BY	



**CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION**

Commercial Residential Temporary A-Board PERMIT NUMBER EN 070090

PERMITTEE Name Thomson Land Survey Contractor's License No. _____
Company Name _____
Address P.O. Box 249 City Gig Harbor State WA Zip 98335 Phone 858-8100

PROPERTY OWNER Name Martin Morin
Address 9612 Woodworth Ave City Gig Harbor State _____ Zip 98332

WORK LOCATION Indicate the location of the work in the right-of-way.
Address or Intersection: SOUNDVIEW & GRANDVIEW
Description of Work: SURVEY MONUMENTS ON SOUNDVIEW & GRANDVIEW

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
Estimated working days 2 week Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
Name: _____ Signature: Jul Anderson Date: 6/19/07
Title: _____ Telephone No.: 858 8100 FAX No.: _____

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount _____ (\$5,000 min.) Date Posted _____	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <u>SURVEY</u> <input type="checkbox"/> Sewer
	Insurance Certificate Submitted: <input checked="" type="checkbox"/> (Naming the City as Additional Insured - see checklist of min. insurance requirements)	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
Notify the inspector if there are any changes to the approval of this permit.
Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
Comply with the latest revision of the Public Works Standards.
Keep a copy of this permit and approved plans at the work site at all times.
Schedule Inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

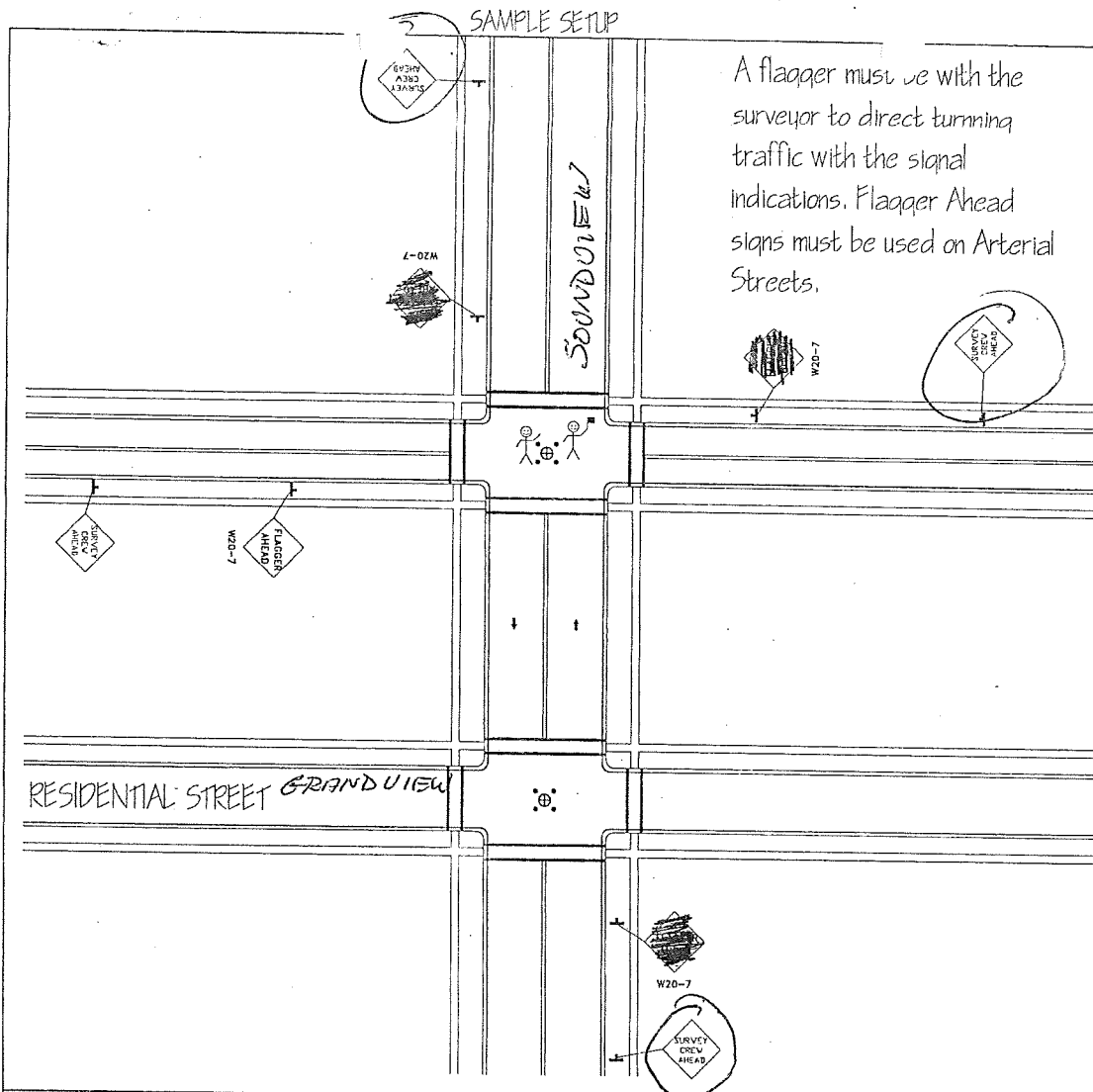
PERMIT CONDITIONS
 * Temporary Patch
* (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES
 Commercial \$ 50.00 Plan Review Fees Paid \$ _____
 Residential \$ 50.00 Inspection Fees Paid \$ _____
 Temporary \$ 25.00 Other: _____

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
Oper. & Engr. Signature: William Sanduck Plan / bldg. Signature: _____
Date: 6/19/07 Date: _____

INSPECTOR'S COMMENTS
Work is hereby inspected and accepted. Signature: _____ Date: _____

✓ Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application
White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



A flagger must be with the surveyor to direct turning traffic with the signal indications. Flagger Ahead signs must be used on Arterial Streets.

SURVEY TWO LANE ARTERIAL INTERSECTION

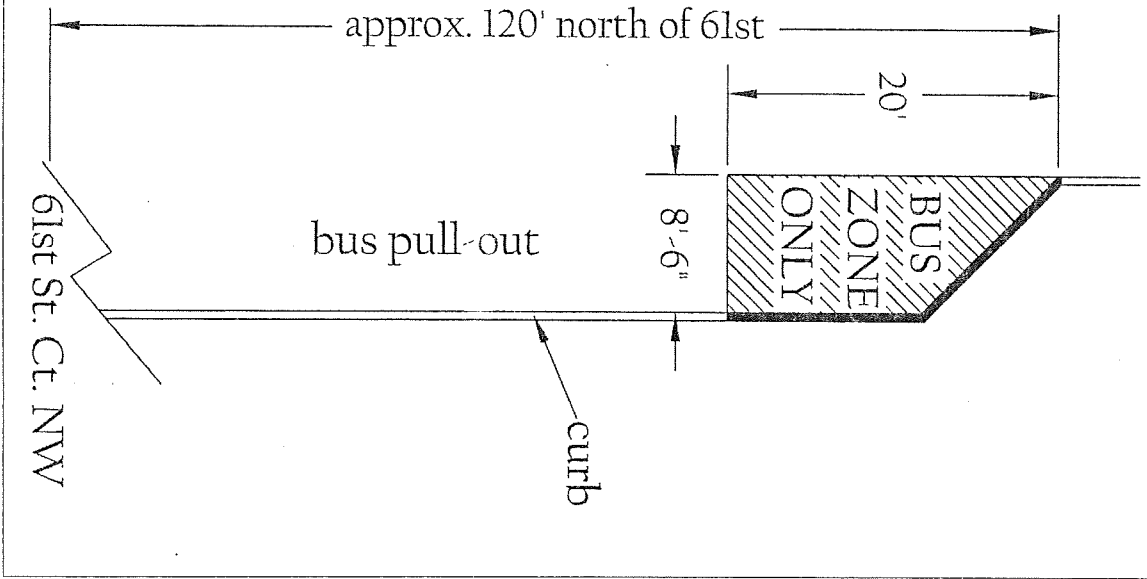
START TRAFFIC CONTROL SET UP DATE & TIME: _____
 MUST BE OUT OF THE ROAD BY DATE & TIME: _____

SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS
 MUST BE PLACED 100' APART.
 URBAN HIGH SPEED 35-40 MPH SIGNS
 MUST BE PLACED 350' APART.

		MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)						
		MPH	10	15	20	25	30	35
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
		NUMBER OF CHANNELIZATION DEVICES (CONES)						
		Offset cones 1 foot maximum.						

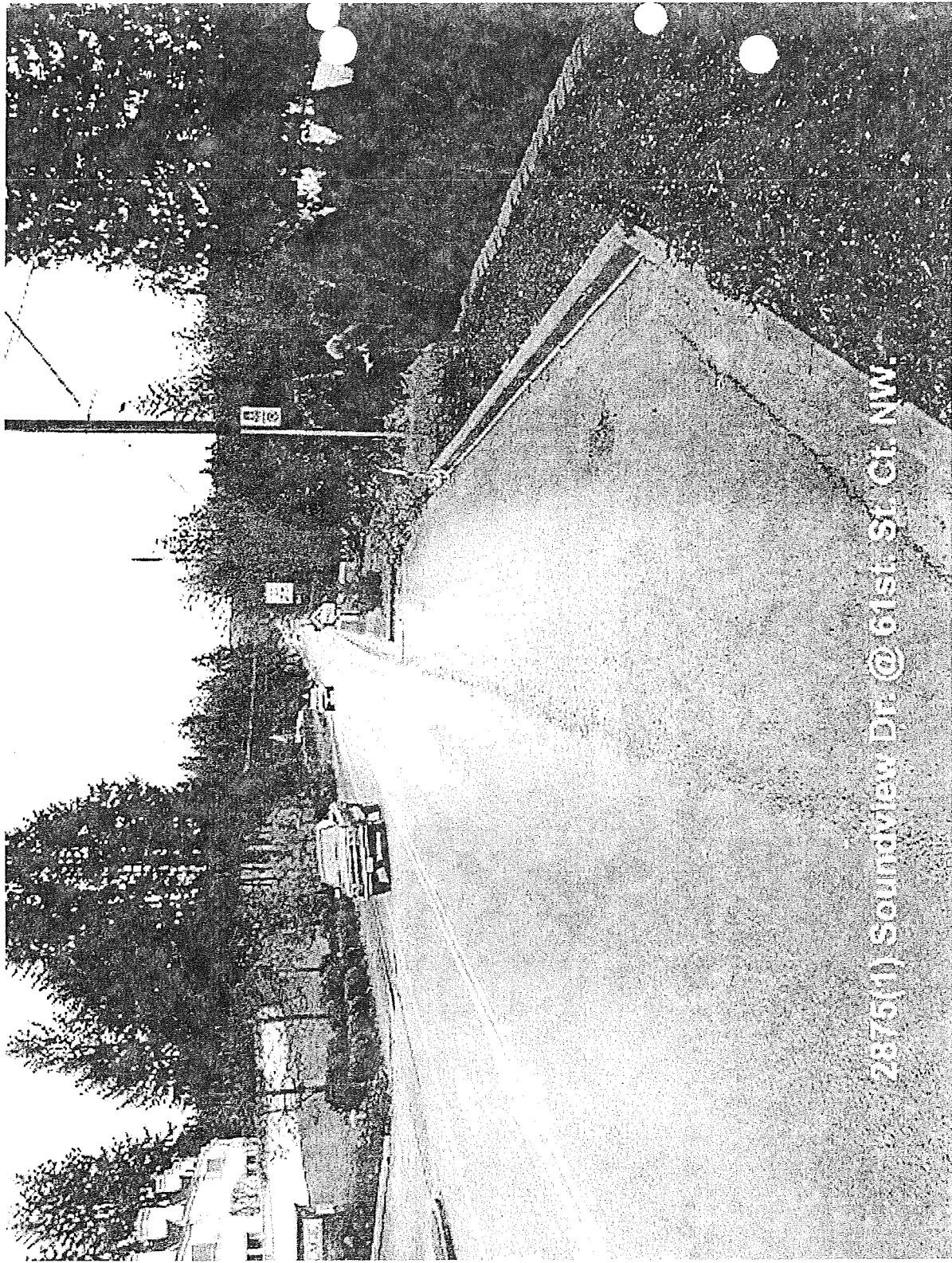
NOTE: ALL TRAFFIC CONTROL MUST BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE M.U.T.C.D. REFER TO THE M.U.T.C.D. FOR ADDITIONAL DETAILS AND REQUIREMENTS WHICH MAY APPLY TO YOUR CONDITION.

Soundview Dr.



Paint bus pull-out & curb as shown.

PIERCE	
TRANSIT	
OWG.	STOP 2875
BY T.V.	DATE 7/13/07
SCALE	NONE



2875(1) Soundview Dr @ 61st St Ct NW

Paint bus pull-out & curb as shown.

RECEIVED

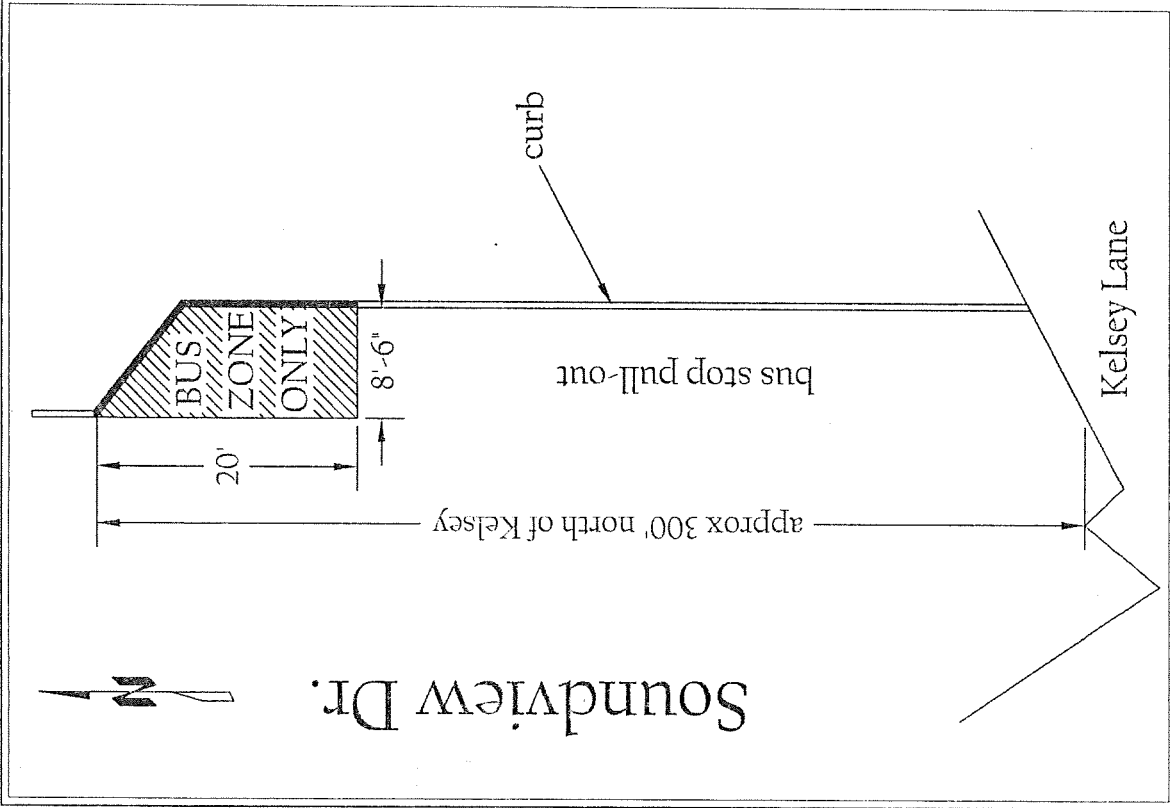
JUL 31 2007

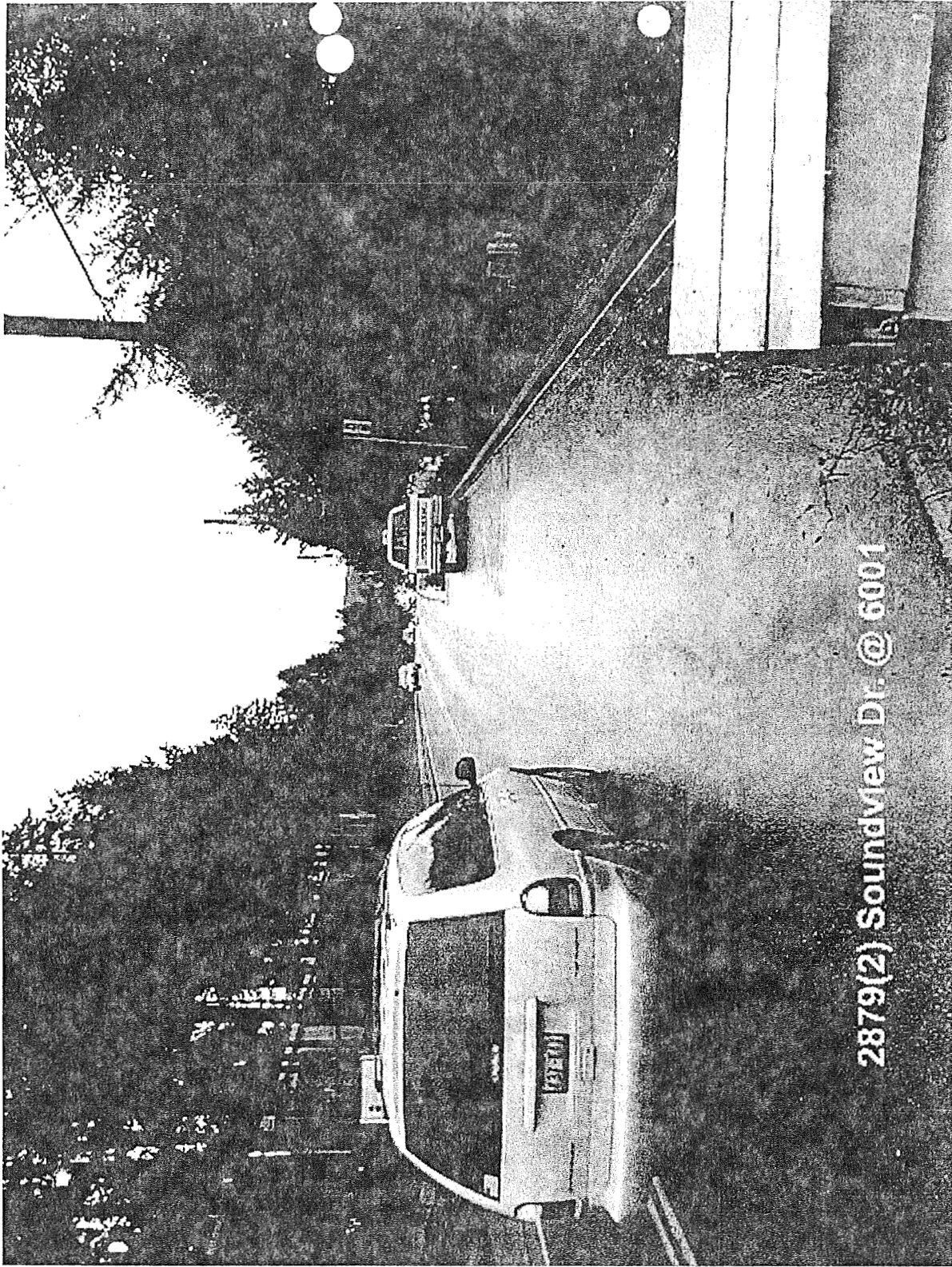
CITY OF GIG HARBOR
OPER. & ENGINEERING

PIERCE
TRANSPORT

DWG. STOP 2879

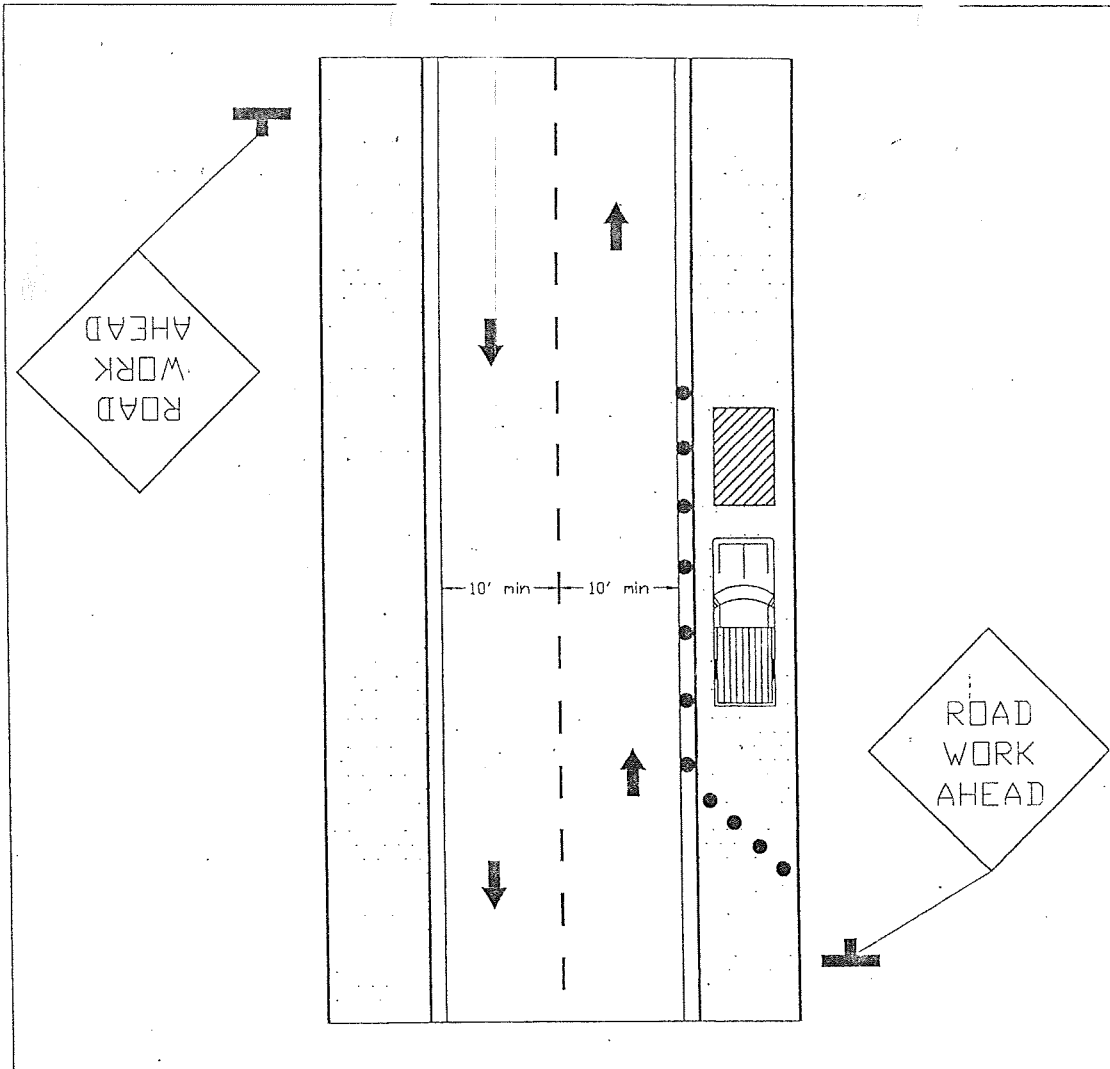
BY T.V. DATE 7/18/07 SCALE NONE





2879(2) Soundview Dr. @ 6001

SAMPLE SETUP



SHOULDER WORK
WITH MINOR
ENCROACHMENT

START TRAFFIC CONTROL SET UP DATE & TIME: _____
MUST BE OUT OF THE ROAD BY DATE & TIME: _____

SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS
MUST BE PLACED 100' APART.
URBAN HIGH SPEED 35-40 MPH SIGNS
MUST BE PLACED 350' APART.

MERGING TAPER LENGTHS
FOR CONE PATTERN
(All minimums)

MPH	10	15	20	25	30	35	40
8'	14	30	54	84	120	164	214
10'	17	38	67	105	150	204	267
12'	20	45	80	125	180	245	320
14'	24	53	94	146	210	286	374
16'	27	60	107	167	240	327	427

LANE WIDTH

NUMBER OF CHANNELIZATION DEVICES (CONES)

Offset cones 1 foot maximum.

NOTE: ALL TRAFFIC CONTROL MUST BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE M.U.T.C.D.
REFER TO THE M.U.T.C.D. FOR ADDITIONAL DETAILS AND REQUIREMENTS WHICH MAY APPLY TO YOUR CONDITION.



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** EN-07-0198

PERMITTEE Name PSE / Poteles Contractor's License No. _____
 Company Name Poteles
 Address 5807 Milwaukee City Puyallup State WA Zip 98372 Phone 253-841-6244

PROPERTY OWNER Name Handin Nelson Inc.
 Address PO Box 2739 City Gig Harbor State WA Zip _____

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 6726 Soundview Dr.
 Description of Work: Install a ppx 50' 1 1/2" Long side gas service
order 106204417

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 1 Estimated initial pavement cut: length 0 ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: Vicki Berg Signature: Vicki Berg Date: 9/18/07
 Title: Admin Telephone No. 253-841-6244 FAX No. 253-841-6243

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>N/A</u> Date Posted <u>N/A</u>	Activation Date _____ Expiration Date _____
	Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured WITH ENDORSEMENT)	Please check all that apply:
		<input type="checkbox"/> Cutting pavement 2 years old or less
		<input checked="" type="checkbox"/> Electric <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
Schedule inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other 100% IMPACT BACKFILL REQUIRED
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS

*Temporary Patch
 * Restoration Requirements. (see Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

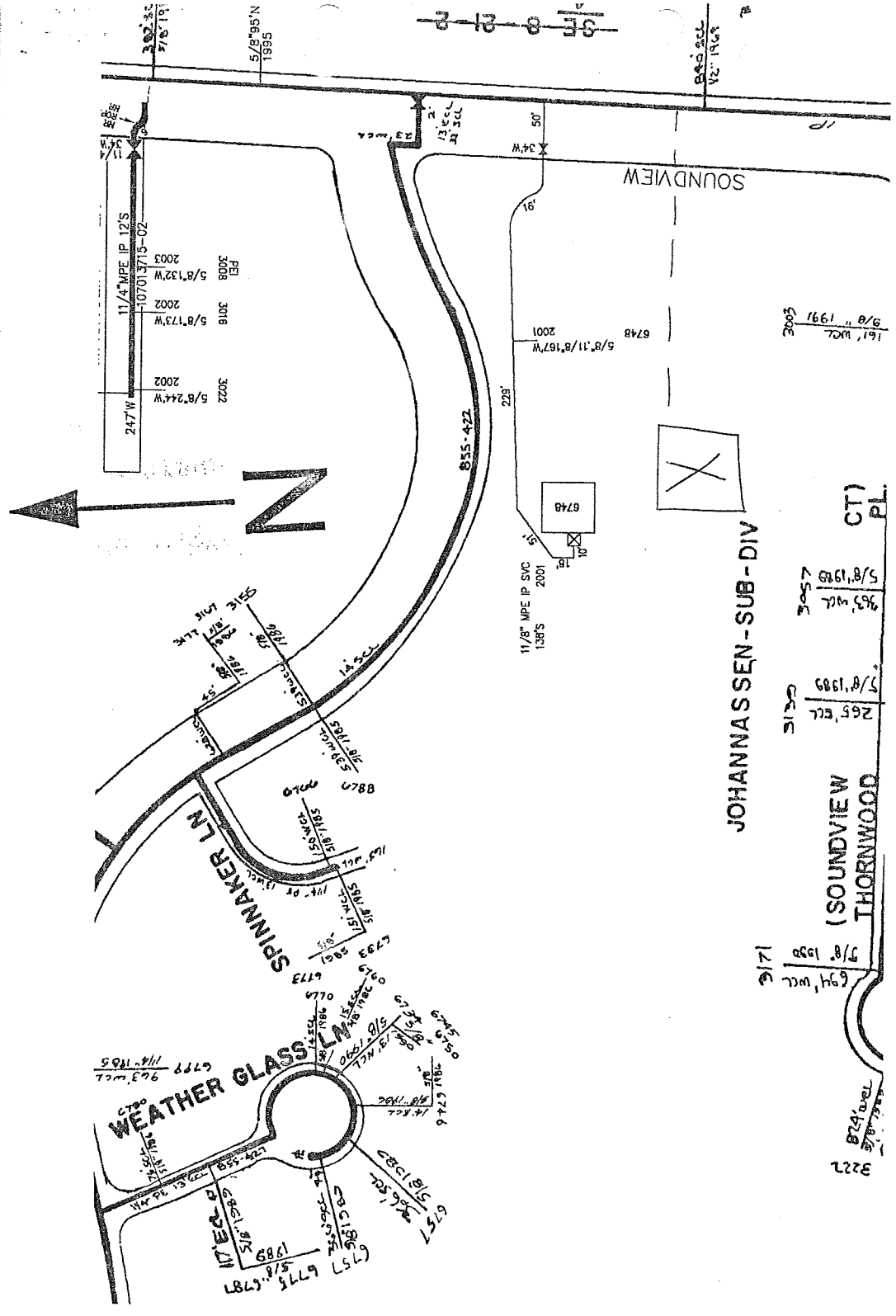
<input type="checkbox"/> Commercial \$ 150.00	Plan Review Fees Paid <input type="checkbox"/> \$ <u>40</u>	TOTAL \$ <u>430</u>
<input type="checkbox"/> Residential \$ <u>100.00</u>	Inspection Fees Paid <input type="checkbox"/> \$ <u>290</u>	
<input type="checkbox"/> Temporary \$ 25.00	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Hendrickson Plan. / Bldg. Signature: _____
 Date: 9/24/07 Date: _____

INSPECTOR'S COMMENTS COMPLETE
 Work is hereby inspected and accepted. Signature: JAB/OK Date: 11-7-08

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application.

White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



3222
 694' WCL
 7/8" 158
 265' ECL
 5/8" 1989
 3008
 5/8" 1988
 5/8" 1988
 161' WCL
 1991
 5008

JOHANNAS SEN - SUB - DIV

(SOUNDVIEW THORNWOOD CT) PL.

NAME OF STREET: SoundView Dr.

END ROAD WORK

500'

SEE NOTE #4

SEE NOTE #4
1/3

100'



100'



NOTES:

1. FOR SHOULDER WORK ZONES
2. VEHICLE TO PROTECT WORKZONE
3. TRAFFIC CONTROL DEVICES SHALL BE 28" RETROREFLECTIVE CONES
4. TAPER LENGTH EQUALS WIDTH OF OFFSET TIMES SPEED LIMIT SQUARED DIVIDED BY 80
$$L = \frac{WS^2}{80}$$
5. SIGN SPACING SHALL BE 100 FEET WHEN SPEED LIMIT IS 30 MPH OR LESS
6. SIGN SPACING SHALL BE 350 FEET WHEN SPEED LIMIT IS GREATER THAN 30 MPH
7. CALL COMM CENTER DAY OF CLOSURE 841-5556
7.1 CLOSURE FOR WEEKDAYS ONLY
7.2 TIMES: 8:00 AM TO 4:00 PM
8. DISTANCE BETWEEN CONES EQUALS SPEED LIMIT BUT IN UNITS OF FEET

SHOULDER CLOSURE

TRAFFIC ENGINEERING

DRAWN J. HUNTER	PLOTTING SCALE NTS/ 1=1	DATE APPROVED 04-03	REVISED	TCP STANDARD
FILE NAME I:\DRAWINGS\PUBLIC WORKS\TRAFFIC\ETD.DWG	CHECKED BY N. FORD	REVISED BY	NO. 11	



**CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
TELEPHONE (253)851-6170 – FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION**

Commercial Residential Temporary A-Board **PERMIT NUMBER** 06-043

PERMITTEE Name PUGET SOUND ENERGY Contractor's License No. _____
Company Name PILCHUCK CONTRACTORS FOR PUGET SOUND ENERGY
Address 11705 83rd AVE SW City LAKWOOD State WA Zip 98498 Phone 253-841-6242
EXT 106

PROPERTY OWNER Name _____
Address _____ City _____ State _____ Zip _____

WORK LOCATION Indicate the location of the work in the right-of-way.
Address or Intersection: INTERSECTION OF HUNT RD NW & SOUNDVIEW DR NW
Description of Work: REPAIR GAS MAIN VALVE AT 7' NCL OF HUNT RD SW AND 16' ECL OF SOUNDVIEW DR PER ORDER #109020441.
(NO STREET CLOSURE PER PSE'S NOTES)

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
Estimated working days _____ Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
Name: SHIRLEY STEINBORN Signature: [Signature] Date: 6/2/06
Title: PROJECT ASSISTANT Telephone No.: 253-841-6242 EXT 106 FAX No.: 253-841-6280

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>N/A</u> (\$5,000 min.) Date Posted <u>N/A</u> Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured - see checklist of min. insurance requirements)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <input type="checkbox"/> Sewer
--	--	--

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
Notify the inspector if there are any changes to the approval of this permit.
Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
Comply with the latest revision of the Public Works Standards.
Keep a copy of this permit and approved plans at the work site at all times.
Schedule Inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 * Temporary Patch
* (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

<input type="checkbox"/> Commercial \$ 50.00	Plan Review Fees Paid <input type="checkbox"/> \$ <u>25</u>	275
<input type="checkbox"/> Residential \$ 50.00	Inspection Fees Paid <input type="checkbox"/> \$ <u>300</u>	
<input type="checkbox"/> Temporary \$ 25.00	Other: _____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
Oper. & Engr. Signature: [Signature] Plan. / bldg. Signature: _____
Date: 6/16/06 Date: _____

INSPECTOR'S COMMENTS Complete
Work is hereby inspected and accepted. Signature: [Signature] Date: 7/11/06

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application

White – City copy Yellow – Applicant copy Pink – Inspector copy Goldenrod – Planning copy



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 – FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** 86-093

PERMITTEE Name Toby Mallett Contractor's License No. _____
 Company Name PacWest Engineering, LLC
 Address 5009 Pacific Hwy E City Fife State WA Zip 98038 Phone 253-926-3400

PROPERTY OWNER Name Gillette, Richard & Harrison, Dalen
 Address 2812 64th St NW City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 64th St NW & Soundview Dr.
 Description of Work: Survey within ROW for parcel # 7580000854

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 3 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: _____ Signature: _____ Date: _____
 Title: _____ Telephone No.: _____ FAX No.: _____

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>N/A</u> (\$5,000 min.) Date Posted _____ Insurance Certificate Submitted: <input checked="" type="checkbox"/> (Naming the City as Additional Insured - see checklist of min. insurance requirements)	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <u>SURVEY</u> <input type="checkbox"/> Sewer
--	---	---

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
 Schedule inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS

* Temporary Patch
 * (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

<input type="checkbox"/> Commercial	\$ 50.00	Plan Review Fees Paid	<input type="checkbox"/> \$ _____
<input type="checkbox"/> Residential	\$ 50.00	Inspection Fees Paid	<input type="checkbox"/> \$ _____
<input checked="" type="checkbox"/> Temporary	\$ 25.00	Other:	_____

25

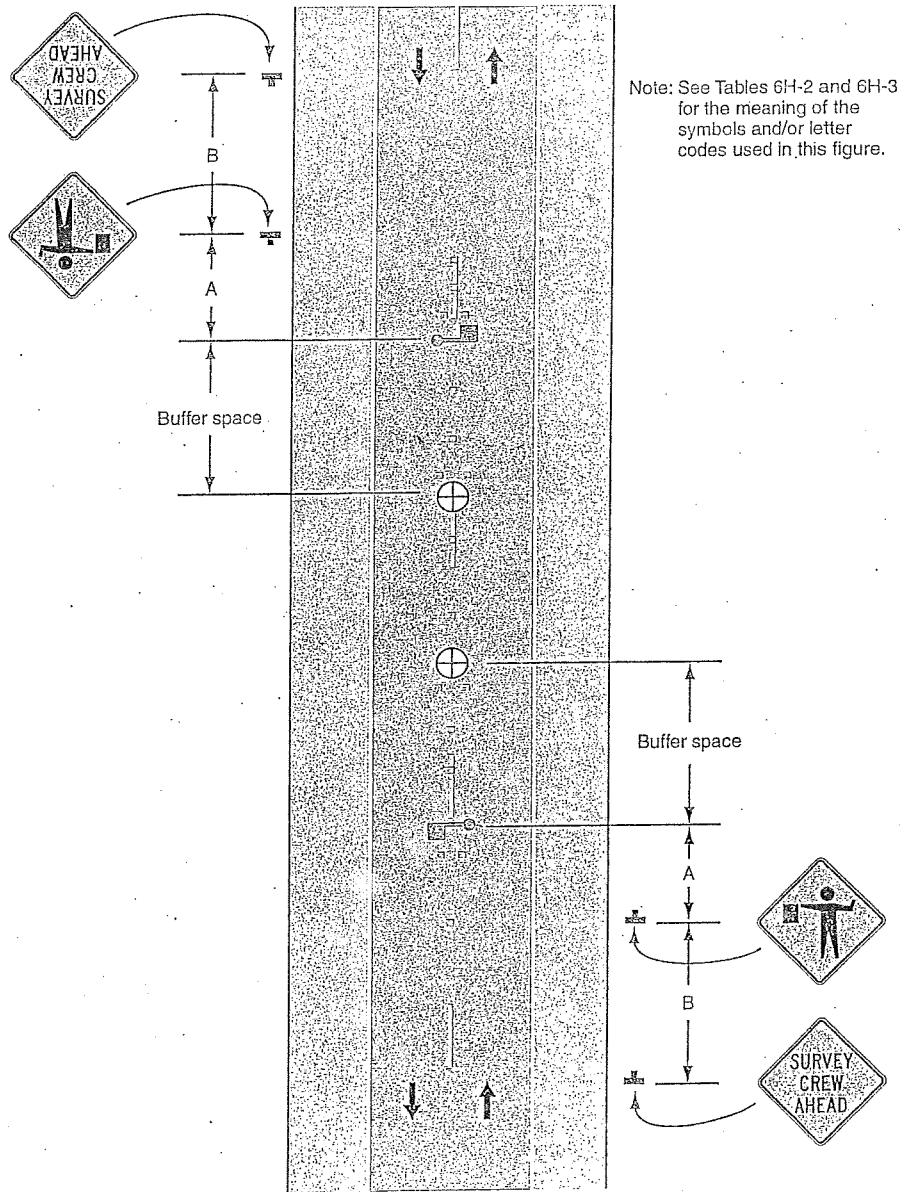
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Anderson Plan. / bldg. Signature: _____
 Date: 10/26/06 Date: _____

INSPECTOR'S COMMENTS _____

 Work is hereby inspected and accepted. Signature: _____ Date: _____

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application
 White – City copy Yellow – Applicant copy Pink – Inspector copy Goldenrod – Planning copy

Figure 6H-16. Surveying Along Centerline of Road with Low Traffic Volumes (TA-16)



Typical Application 16

Notes for Figure 6H-16—Typical Application 16
Surveying Along Centerline of Road with Low Traffic Volumes

Guidance:

1. Cones should be placed 150 mm (6 in) to 300 mm (12 in) on either side of the centerline.
2. When using metric units, spacing of channelizing devices should not exceed a distance in meters equal to 1/5 of the speed limit (km/h) when used for taper channelization and a distance in meters equal to 2/5 of the speed limit (km/h) when used for tangent channelization. When using English units, spacing of channelizing devices should not exceed a distance in feet equal to the speed limit (mph) when used for the taper channelization and a distance in feet of 2 times the speed limit (mph) when used for tangent channelization.
3. A flagger should be used to warn workers who cannot watch road users.
4. Workers in the roadway should wear high-visibility safety apparel as described in Section 6D.03.

Standard:

5. For surveying on the centerline of a high-volume road, one lane shall be closed using the information illustrated in Figure 6H-10.

Option:

6. A high-level warning device may be used to protect a surveying device, such as a target on a tripod.
7. Cones may be omitted for a cross-section survey.
8. ROAD WORK AHEAD signs may be used in place of the SURVEY CREW AHEAD signs.
9. Flags may be used to call attention to the advance warning signs.
10. If the work is along the shoulder, the flagger may be omitted.
11. For a survey along the edge of the road or along the shoulder, cones may be placed along the edge line.
12. A BE PREPARED TO STOP sign may be added to the sign series.

Guidance:

13. When used, the BE PREPARED TO STOP sign should be located before the Flagger symbol sign.

ACORD TM **CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YYYY)
10/17/2006

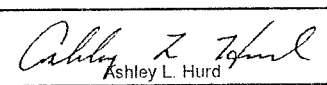
PRODUCER Phone: (360) 598-3700 Fax: (360) 598-3703 MICHAEL J. HALL & COMPANY 19578 10TH AVENUE N.E. POULSBO WA 98370	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
Agency Lic#: 91-1461099	INSURERS AFFORDING COVERAGE NAIC #
INSURED PACWEST ENGINEER HOLDINGS, LLC PACWEST ENGR. OF WA, LLC PACWEST ENGR. OF OR, LLC 1530 9TH AVENUE SE ALBANY OR 97321	INSURER A: LLOYDS OF LONDON INSURER B: FIDELITY & GUARANTY INS. CO. INSURER C: INSURER D: INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADDL (HSR)	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS																								
B		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC	BK02132650	08/25/06	08/25/07	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED. EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS-COMP/OP AGG. \$ 4,000,000																								
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BK02132650	08/25/06	08/25/07	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$																								
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$																								
		EXCESS / UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$																								
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	BK02132650	08/25/06	08/25/07	<table border="0" style="width: 100%;"> <tr> <td style="width: 5%;"></td> <td style="width: 10%;"><input type="checkbox"/> WC STATU TORY LIMITS</td> <td style="width: 10%;"><input checked="" type="checkbox"/> OTHER</td> <td style="width: 15%;"></td> <td style="width: 10%;"></td> <td style="width: 50%;">STOP GAP</td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE-EA EMPLOYEE</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE-POLICY LIMIT</td> <td></td> <td></td> <td>\$</td> <td>1,000,000</td> </tr> </table>		<input type="checkbox"/> WC STATU TORY LIMITS	<input checked="" type="checkbox"/> OTHER			STOP GAP		E.L. EACH ACCIDENT			\$	1,000,000		E.L. DISEASE-EA EMPLOYEE			\$	1,000,000		E.L. DISEASE-POLICY LIMIT			\$	1,000,000
		<input type="checkbox"/> WC STATU TORY LIMITS	<input checked="" type="checkbox"/> OTHER			STOP GAP																								
		E.L. EACH ACCIDENT			\$	1,000,000																								
	E.L. DISEASE-EA EMPLOYEE			\$	1,000,000																									
	E.L. DISEASE-POLICY LIMIT			\$	1,000,000																									
A		OTHER: PROFESSIONAL LIABILITY CLAIMS MADE FORM	1137082833/006	02/17/06	02/17/07	\$2,000,000 PER CLAIM \$2,000,000 AGGREGATE RETRO DATE: 1/1/95																								
DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS																														

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/ SPECIAL PROVISIONS

CERTIFICATE HOLDER City of Gig Harbor 3510 Grandview St Gig Harbor, WA 98335	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <div style="text-align: right;">  Ashley L. Hurd </div>
Attention:	



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597
ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** 06-113

PERMITTEE Name PIERCE TRANSIT Contractor's License No. _____
 Company Name _____
 Address 3701 96TH ST SW City LAKELAND State WA Zip 98499 Phone _____
 P.O. Box 99070

PROPERTY OWNER Name within right of way
 Address _____ City _____ State _____ Zip _____

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: #2875 NEC SOUNDVIEW RD @ 61ST PL CL NW / #2879 NEC SOUNDVIEW RD @ KENNEL LANE
 Description of Work: LAY ASPHALT IN EXISTING BUS STOP FULL OUTS TO MAKE ADA ACCESSIBLE

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 5 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: TINA VASLET Signature: Tina Vaslet Date: 12-12-06
 Title: PROJECT ASSISTANT Telephone No.: 253-581-9039 FAX No.: 253-589-6365

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>N/A</u> (\$5,000 min.) Date Posted <u>11/21/06</u>	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: <u>PIERCE TRANSIT</u> <input type="checkbox"/> Sewer
	Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured - see checklist of min. insurance requirements)	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
 Schedule Inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

PERMIT CONDITIONS
 *Temporary Patch
 * (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES

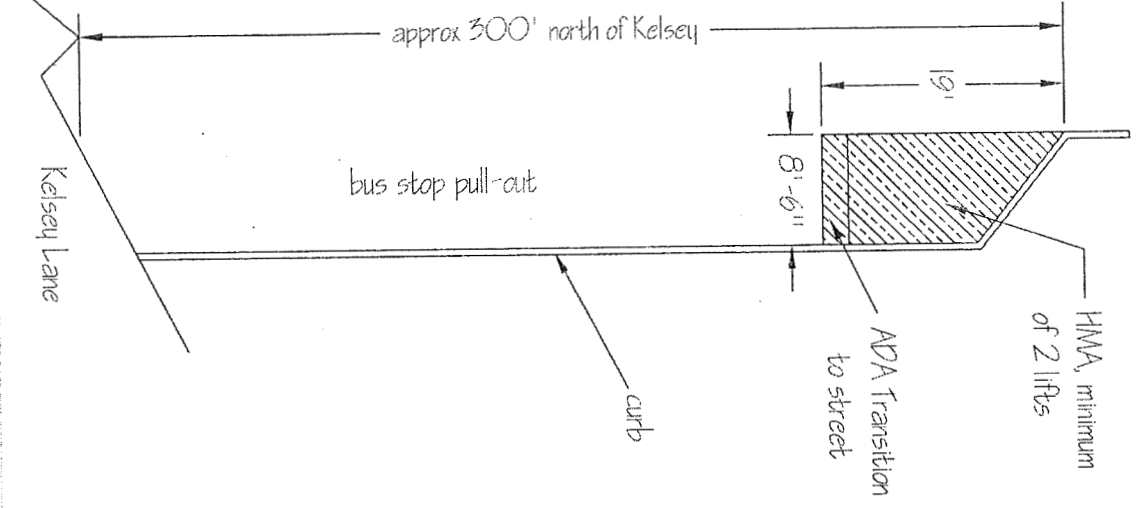
<input checked="" type="checkbox"/> Commercial	\$ 50.00	Plan Review Fees Paid	<input type="checkbox"/> \$ <u>25</u>	100
<input type="checkbox"/> Residential	\$ 50.00	Inspection Fees Paid	<input type="checkbox"/> \$ <u>25</u>	
<input type="checkbox"/> Temporary	\$ 25.00	Other:	_____	

CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: William Henderson Plan. / bldg. Signature: _____
 Date: 12/19/06 Date: _____

INSPECTOR'S COMMENTS COMPLETE
 Work is hereby inspected and accepted. Signature: _____ Date: 12/19/07

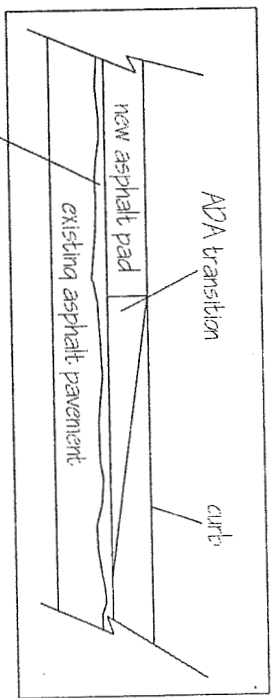
Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application
 White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy

Soundview Dr.



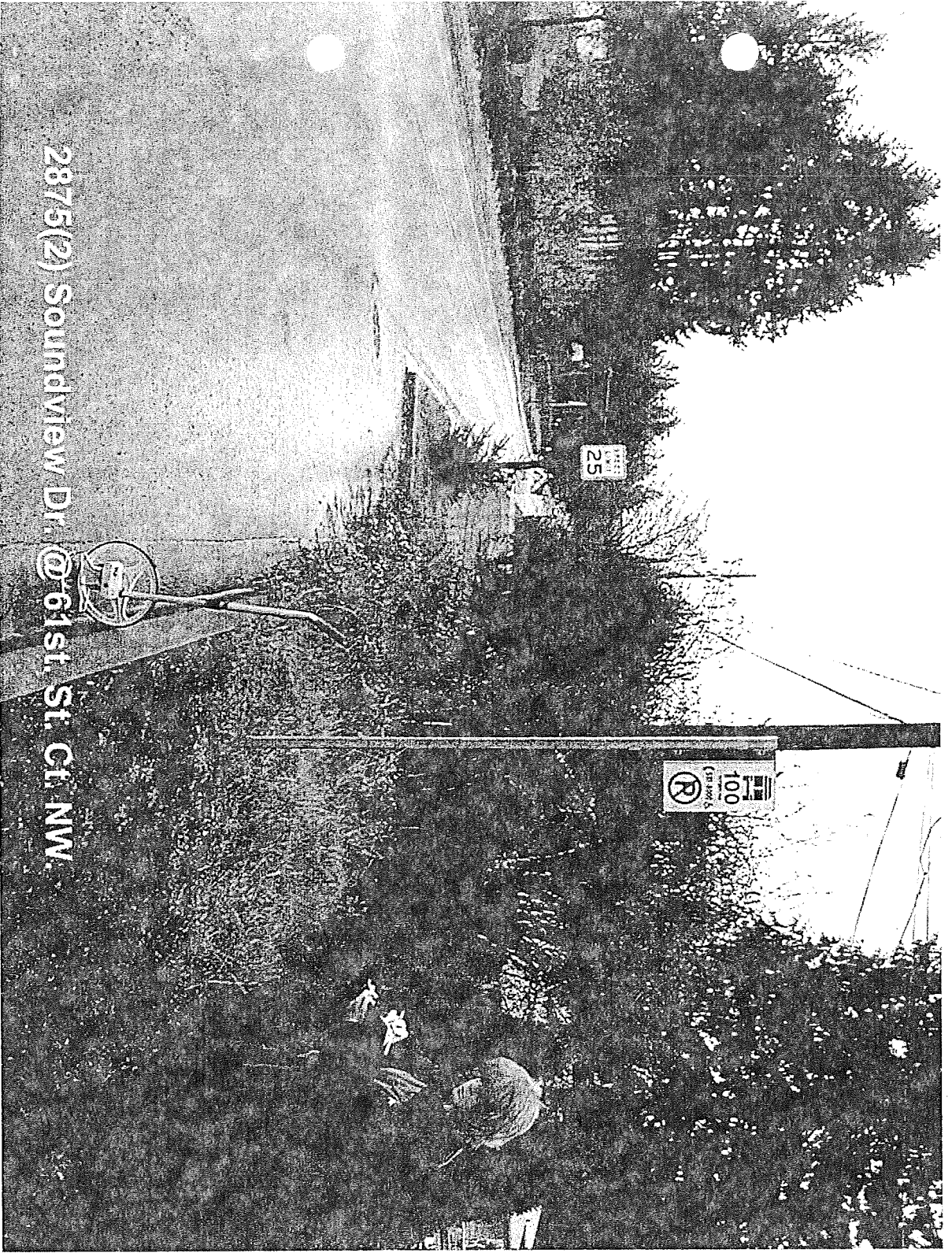
Pour Hot Mix Asphalt at a minimum a 2 lifts.
 Slope and elevation to match existing curb.
 ADA transition to meet ADA Standards.

Elevation Detail



Tack Coat:
 .10 - .20
 gal/ sq. yard

PIERCE & WENDT TRANSPORT	
OWG.	STOP 2879
BY T.V.	DATE 10/17/06
	SCALE NONE

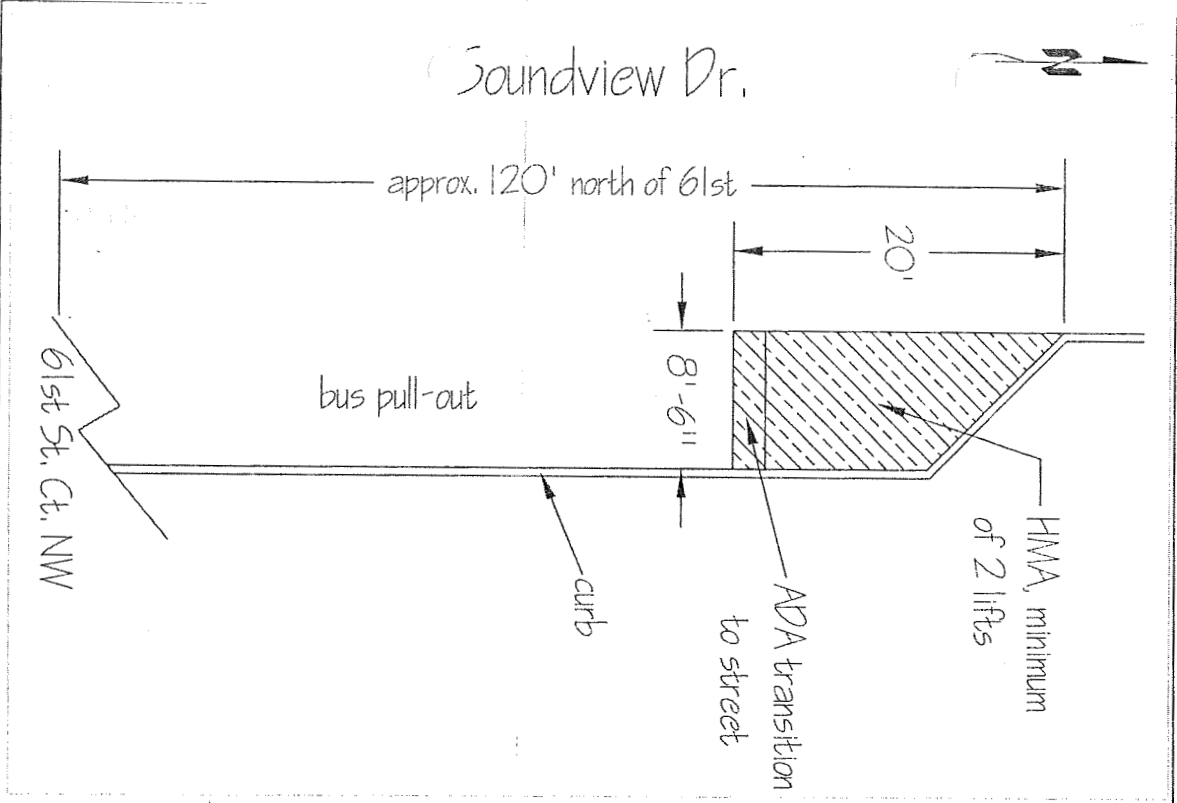


2875(2) Soundview Dr. @ 61st St. Ct. NW

25

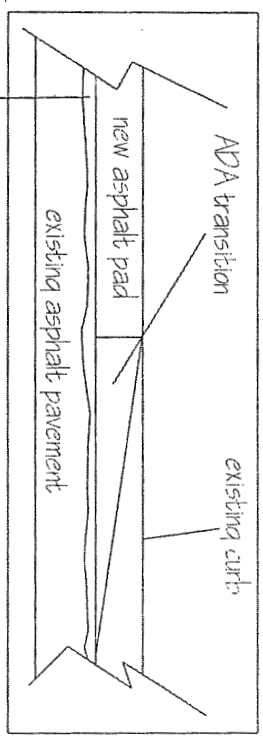
NO PARKING
100
P

Soundview Dr.



Pair Hot Mix Asphalt at a minimum of 2 lifts.
 Slope and elevation to match existing curb.
 ADA transition to meet ADA Standards.

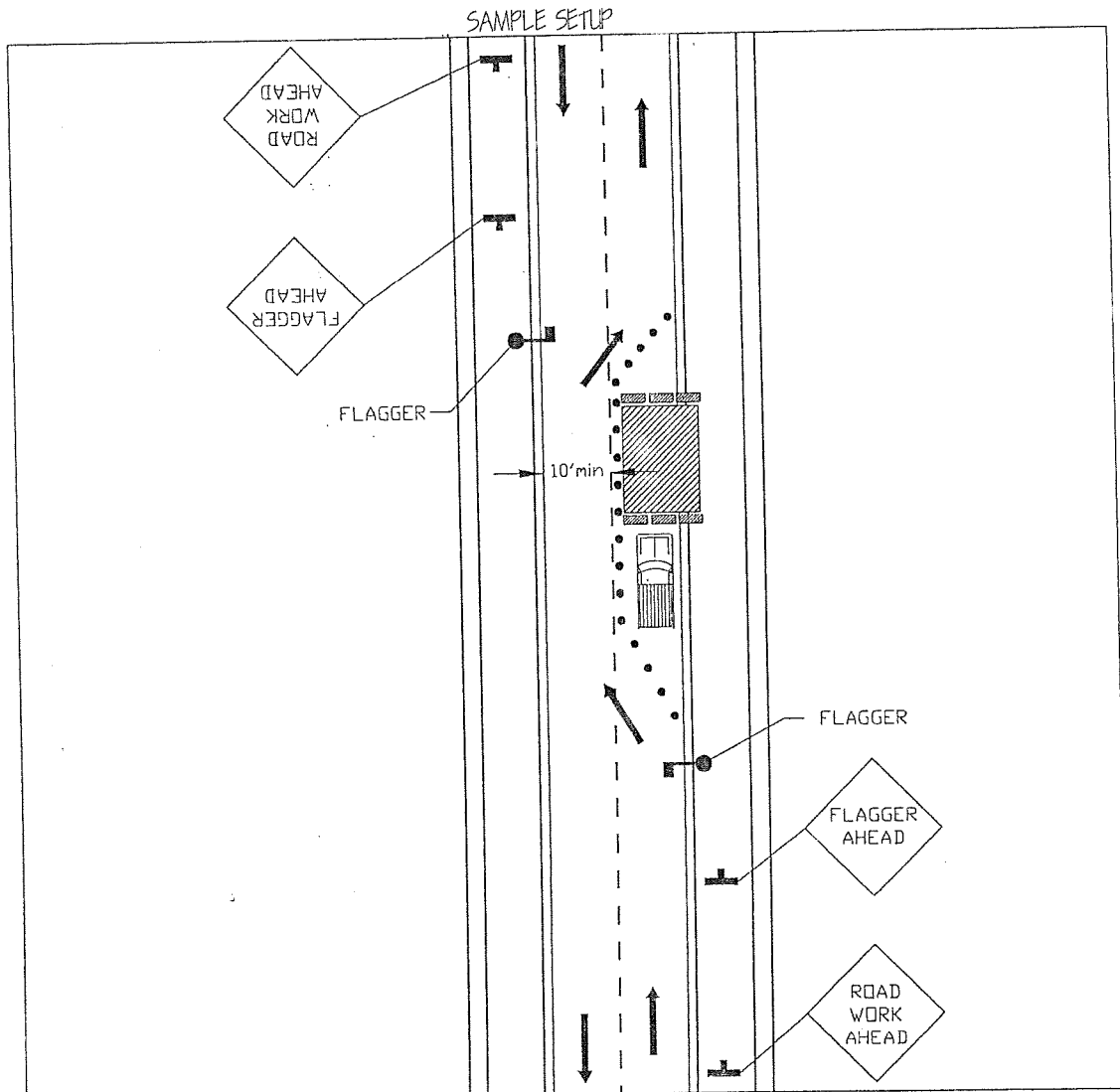
Elevation View



Tack coat:
.10 - .20 gal / sq. yard

PIERCE
TRANSIT

DWS STOP 2875
 BY T.V. DATE 10/17/06 SCALE NONE



SINGLE LANE NON-ARTERIAL
WITH
A FLAGGER

START TRAFFIC CONTROL SET UP DATE & TIME: _____
 MUST BE OUT OF THE ROAD BY DATE & TIME: _____
 SIGN SPACING: URBAN LOW SPEED 25-30 MPH SIGNS
 MUST BE PLACED 100' APART.
 URBAN HIGH SPEED 35-40MPH SIGNS
 MUST BE PLACED 350' APART.

		MERGING TAPER LENGTHS FOR CONE PATTERN (All minimums)						
		MPH	10	15	20	25	30	35
LANE WIDTH	8'	14	30	54	84	120	164	214
	10'	17	38	67	105	150	204	267
	12'	20	45	80	125	180	245	320
	14'	24	53	94	146	210	286	374
	16'	27	60	107	167	240	327	427
		NUMBER OF CHANNELIZATION DEVICES (CONES)						
		Offset cones 1 foot maximum.						

NOTE: ALL TRAFFIC CONTROL MUST BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE M.U.T.C.D.
 REFER TO THE M.U.T.C.D. FOR ADDITIONAL DETAILS AND REQUIREMENTS WHICH MAY APPLY TO YOUR CONDITION.



CITY OF GIG HARBOR
OPERATIONS AND ENGINEERING DEPARTMENT
 3510 GRANDVIEW STREET, GIG HARBOR, WA 98335
 TELEPHONE (253)851-6170 - FAX (253) 853-7597

ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary A-Board **PERMIT NUMBER** 05-025

PERMITTEE Name PSE - Potelco Contractor's License No. _____
 Company Name Potelco
 Address 5807 Milwaukee Ave City Puyallup State WA Zip 98372 Phone 253-841-6294

PROPERTY OWNER Name Dave Backman
 Address Po Box 428 City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 7413 Soundview Dr NW
 Description of Work: Install 5/8" PE short side gas service @ 7413 Soundview Dr NW per Order #106151334

WORK PERMITTED Duration and Limits * All excavation 4 ft. or more in depth shall be shored
 Estimated working days 1 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: Jan Wolff Signature: Jan Wolff Date: 4/14/05
 Title: Admin Telephone No.: 253-841-6294 FAX No.: 253-841-6213

FOR CITY USE ONLY:

INSPECTOR'S USE: Date Application Received _____ Work Start Date _____ Contractor _____ Project Completion Date _____	BONDING INFORMATION: Bond Amount <u>NA</u> (\$5,000 min.) Date Posted <u>NA</u>	Activation Date _____ Expiration Date _____ Please check all that apply: <input type="checkbox"/> Cutting pavement 2 years old or less <input type="checkbox"/> Electric <input type="checkbox"/> Cable <input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone <input type="checkbox"/> Water <input type="checkbox"/> Storm <input type="checkbox"/> Other: _____ <input type="checkbox"/> Sewer
	Insurance Certificate Submitted: <input type="checkbox"/> (Naming the City as Additional Insured - see checklist of min. insurance requirements)	

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work site at all times.
Schedule Inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide certified compaction tests.

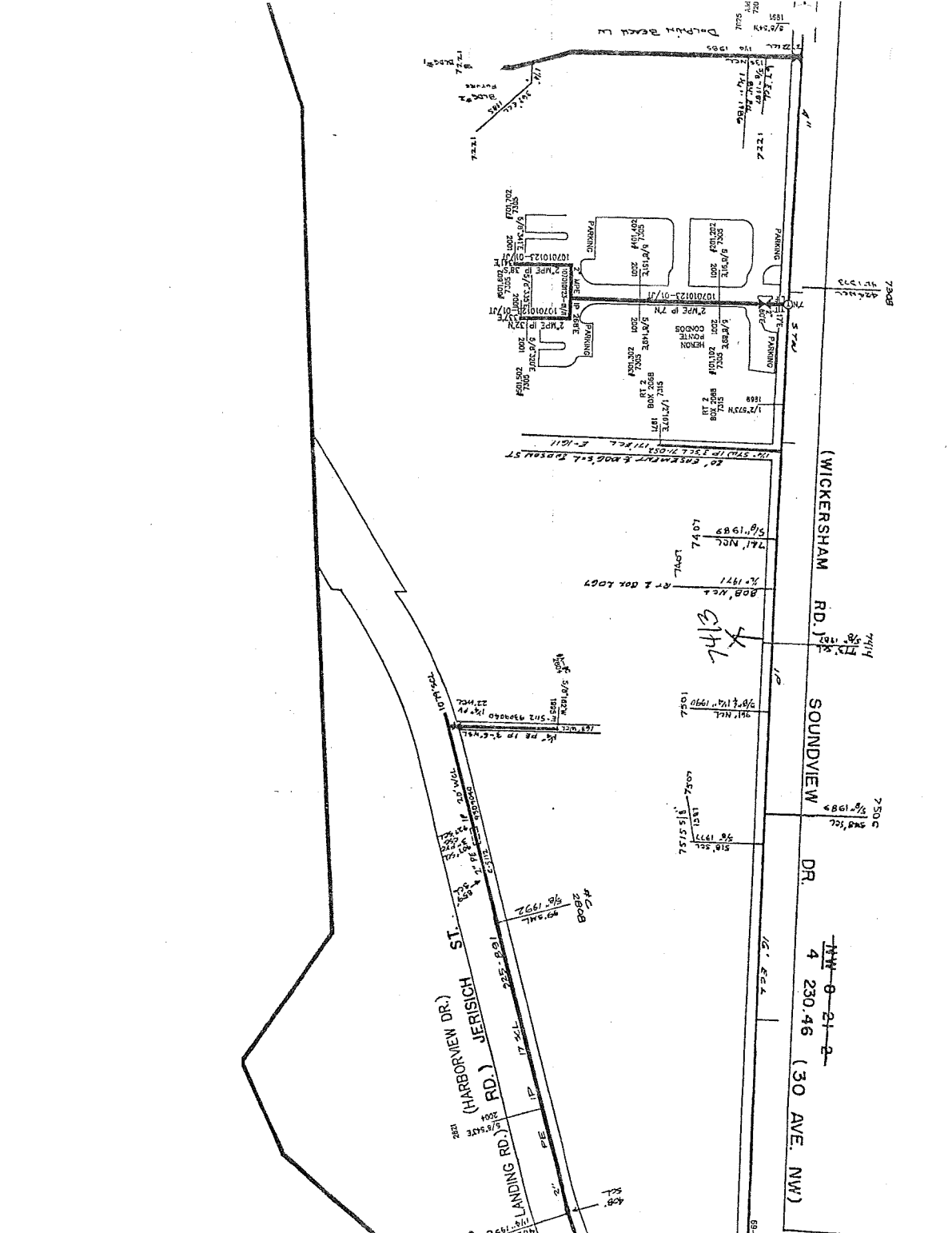
PERMIT CONDITIONS
 * Temporary Patch
 * (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 3 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal (see attachment "A" Attached)
 Public Notification Required

FEES
 Commercial \$ 50.00 Plan Review Fees Paid \$ 25
 Residential \$ 50.00 Inspection Fees Paid \$ 200
 Temporary \$ 25.00 Other: _____ 275

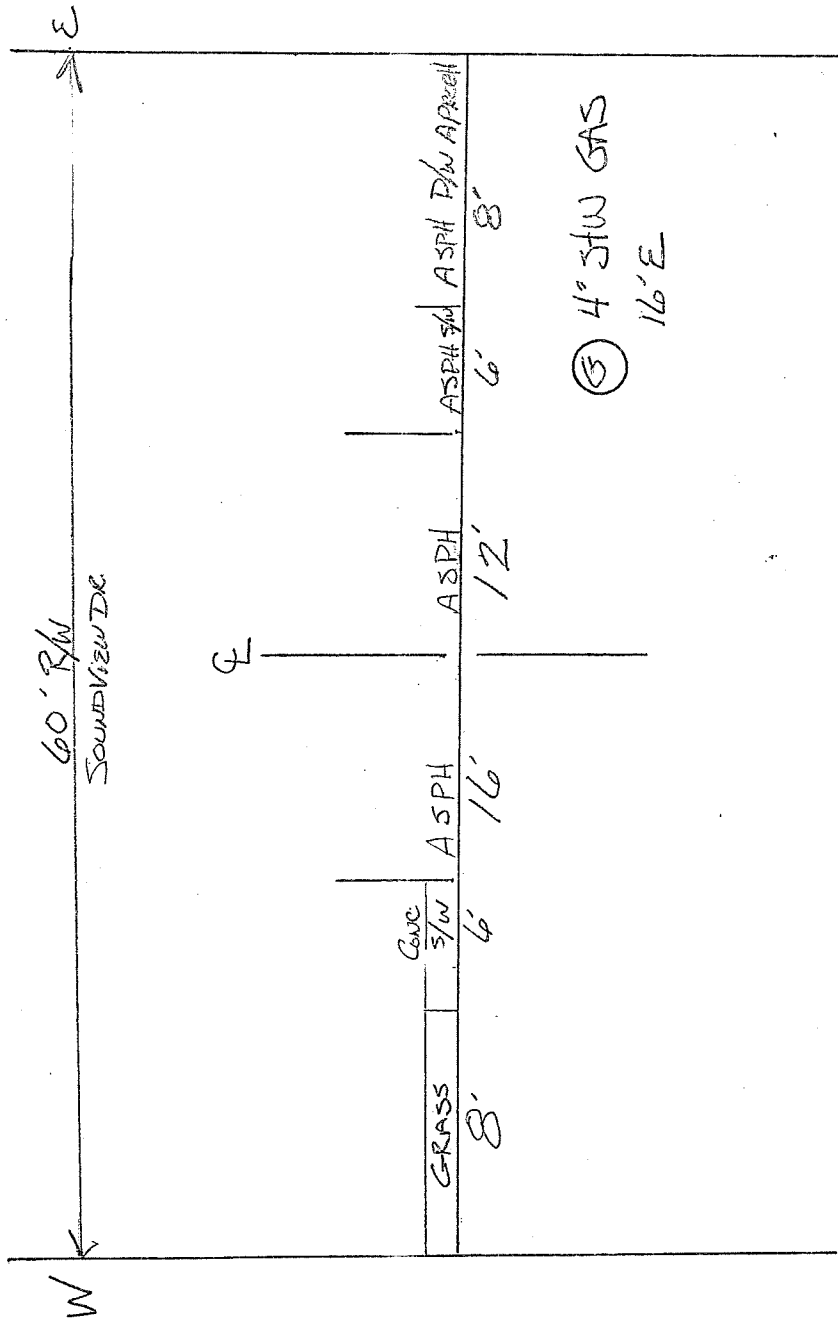
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Oper. & Engr. Signature: _____ Plan. / bldg. Signature: _____
 Date: _____ Date: _____

INSPECTOR'S COMMENTS
 Work is hereby inspected and accepted. Signature: William Hinduckson Date: 4/22/05

Please read all Permit Requirements and Survey Monument Removal Information on the following pages and attach to Permit Application
 White - City copy Yellow - Applicant copy Pink - Inspector copy Goldenrod - Planning copy



7413 SOUNDVIEW DR. Looking N. N.T.S.



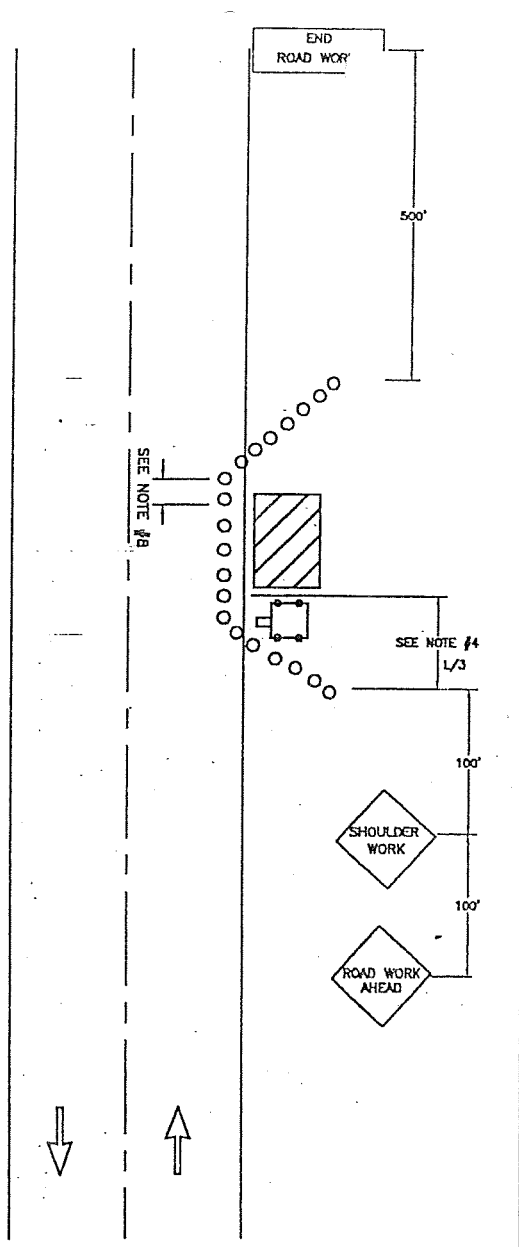
7413

NAME OF STREET: *Sandwich Dr NW*

NOTES:

- 1 FOR SHOULDER WORK ZONES
- 2 VEHICLE TO PROTECT WORKZONE
- 3 TRAFFIC CONTROL DEVICES SHALL BE 28" RETROREFLECTIVE CONES
- 4 TAPER LENGTH EQUALS WIDTH OF OFFSET TIMES SPEED LIMIT SQUARED DMDDED BY 60

$$L = \frac{WS^2}{60}$$
- 5 SIGN SPACING SHALL BE 100 FEET WHEN SPEED LIMIT IS 30 MPH OR LESS
- 6 SIGN SPACING SHALL BE 350 FEET WHEN SPEED LIMIT IS GREATER THAN 30 MPH
- 7 CALL COMM CENTER DAY OF CLOSURE B41-5538
 7.1 CLOSURE FOR WEEKDAYS ONLY
 7.2 TIMES: 8:00 AM TO 4:00 PM
- 8 DISTANCE BETWEEN CONES EQUALS SPEED LIMIT BUT IN UNITS OF FEET



SHOULDER CLOSURE

DRAWN J. HUNTER	PLOTTING SCALE NTS/ 1=1	DATE APPROVED 04-03	REVISED	TCP STANDARD
FILE NAME E:\DRAWINGS\PUBLIC WORKS\TRAFFIC\JEFF.DWG	CHECKED BY M. J. FORD	REVISED BY	NO. 11	



CITY OF GIG HARBOR — OPERATIONS,
 ENGINEERING AND DEPARTMENT
 3510 GRANDVIEW STREET • GIG HARBOR, WA 98335
 TELEPHONE (253) 851-6170 • FAX (253) 853-7597

RECEIVED

MAY 25 2005

CITY OF GIG HARBOR
 OPERATIONS & ENGINEERING

ENCROACHMENT PERMIT APPLICATION

Commercial Residential Temporary

PERMITTEE Name PSE-Potelco Contractor's License No. _____
 Company Name Potelco
 Address 5807 Milwaukee Ave City Rainier State WA Zip 98372 Phone 253-841-6294

PROPERTY OWNER Name Cheryl Mitchell
 Address 7218 Soundview Dr NW City Gig Harbor State WA Zip 98335

WORK LOCATION Indicate the location of the work in the right-of-way.
 Address or Intersection: 7218 Soundview Dr NW
 Description of Work: Bore across Soundview Dr NW to install 5/8" PE Low side gas service @ 7218 Soundview Dr NW per Order # 106153560

WORK PERMITTED Duration and Limits
 Estimated working days 1 Estimated initial pavement cut: length _____ ft.; width _____ ft.; * depth _____ ft.
 * All excavation 4 ft. or more in depth shall be shored.

PERMITTEE'S ACCEPTANCE The undersigned has read, understands and accepts the terms, conditions and fees set forth on this document. Owner Contractor Agent
 Name: JAN Wolff Signature: [Signature] Date: 5/20/05
 Title: Admin Telephone No.: 253-841-6294 FAX No.: 253-841-6213

INSPECTOR'S USE:		BONDING INFORMATION:	PERMIT NUMBER <u>05-032</u>
Date Application Received _____		Bond Amount <u>N/A</u> ((\$5,000 min.)	Activation Date _____
Date Permit Activated _____		Date Posted <u>N/A</u>	Expiration Date _____
Contractor _____		Insurance Certificate Submitted:	Please check all that apply:
Project Completion Date _____		<input type="checkbox"/> Yes <input type="checkbox"/> No (Naming the City as Additional Insured - see checklist of min. insurance requirements)	
			<input type="checkbox"/> Cutting pavement 2 years old or less
			<input type="checkbox"/> Electric <input type="checkbox"/> Cable
			<input checked="" type="checkbox"/> Natural gas <input type="checkbox"/> Telephone
			<input type="checkbox"/> Water <input type="checkbox"/> Storm
			<input type="checkbox"/> Other: <input type="checkbox"/> Sewer

PERMIT REQUIREMENTS Permittee shall comply with each of the following conditions and items checked:
 Notify the inspector if there are any changes to the approval of this permit.
 Notify the One Call Center at (800) 424-5555 at least 2 business days before excavating.
 Comply with the latest revision of the Public Works Standards.
 Keep a copy of this permit and approved plans at the work-site at all times.
 * Schedule inspections and pre-construction meetings 48-hours in advance (851-6170)
 Other _____
 Push utilities under the road.
 Cut of pavement prohibited.
 Provide compaction testing, by a Certified Testing Lab.

PERMIT CONDITIONS

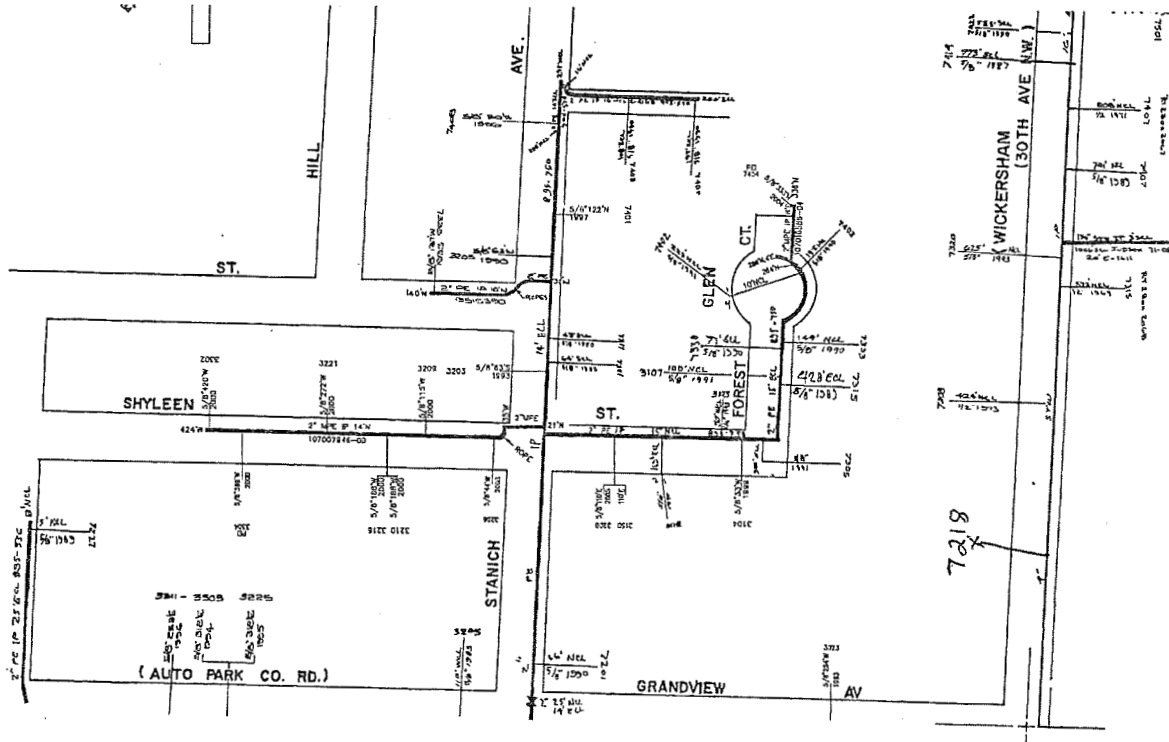
*Temporary Patch
 * (see Restoration Requirements, Section 1.b on back of this permit)
 Traffic Control (see 2a on back)
 City approved traffic control plan
 Commercial (must provide 2 sets of engineered drawings)
 Residential (must provide drawing)
 Survey Monument removal

FEES

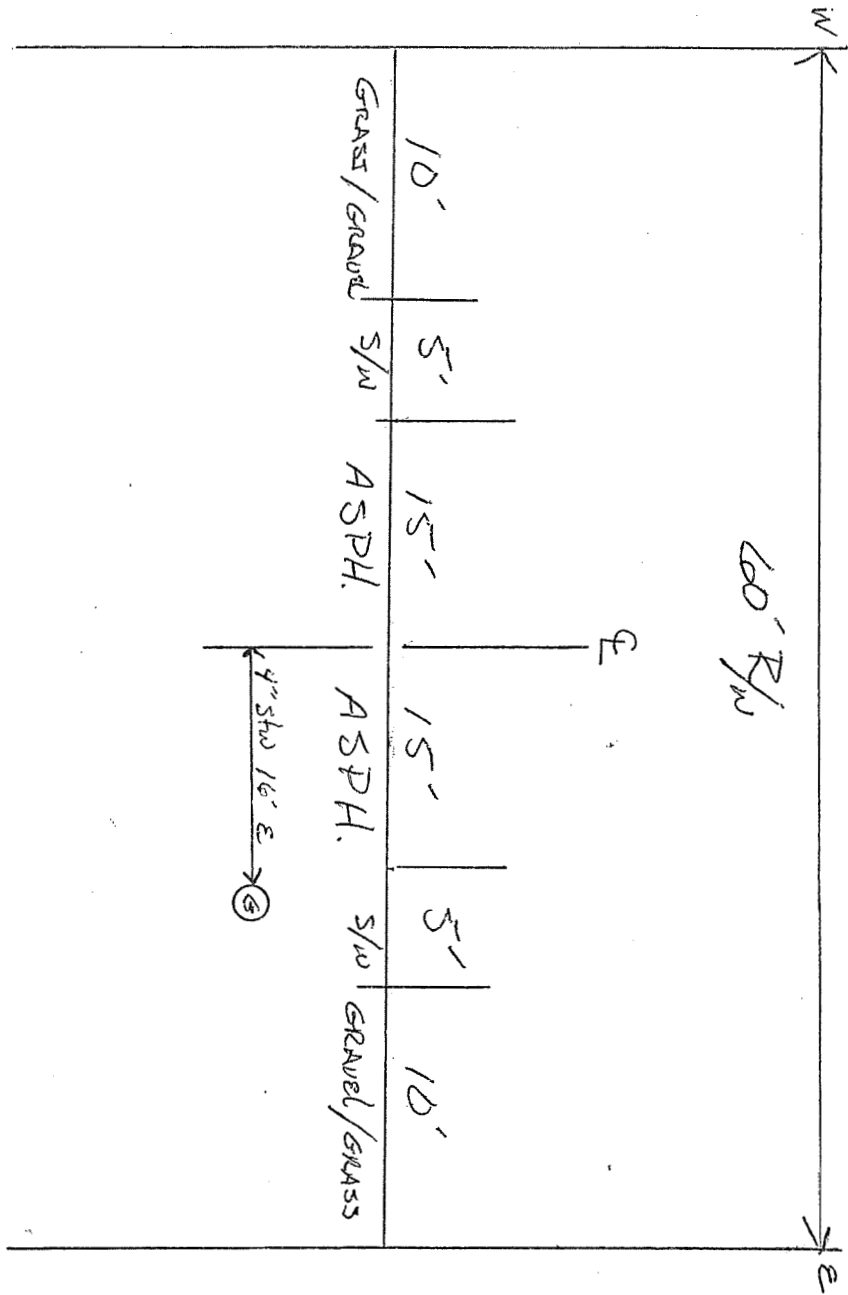
<input type="checkbox"/> Commercial	\$ 50.00	Hook-up Fees Paid	<input type="checkbox"/> Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> N/A
<input checked="" type="checkbox"/> Residential	\$ 50.00	Plan Review Fees Paid	<input checked="" type="checkbox"/> Yes <u>25.00</u> <input type="checkbox"/> No <input type="checkbox"/> N/A
<input type="checkbox"/> Temporary	\$ 25.00	Inspection Fees Paid	<input checked="" type="checkbox"/> Yes <u>250.00</u> <input type="checkbox"/> No <input type="checkbox"/> N/A
		Other:	_____

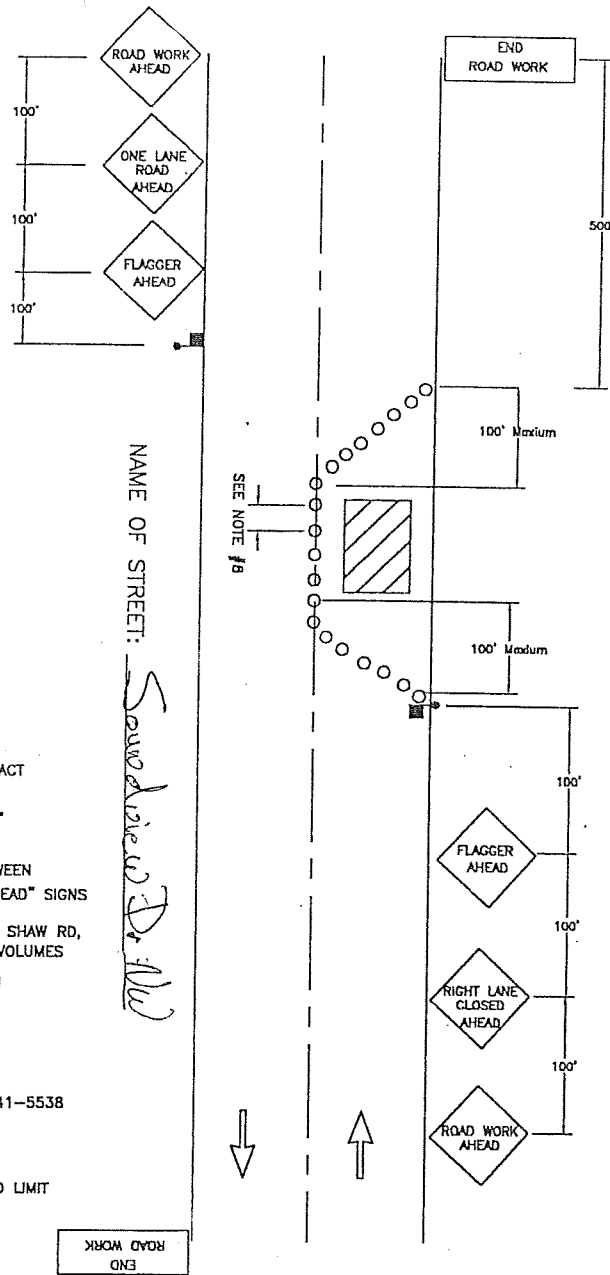
CITY'S APPROVAL The undersigned is authorized by the Director to issue this permit. Permission to perform the following work in the right-of-way is hereby granted subject to all provisions on this form.
 Operations and Engr. Signature: [Signature] Planning and Building Signature: _____
 Date: 6/2/05 Date: _____

INSPECTOR'S COMMENTS _____
 Work is hereby inspected and accepted. Signature: _____ Date: _____



XSECTION SANDWICH DR @ 7218
LOOKING NORTH N.T.S. 106153560





NAME OF STREET: *Seward Avenue Dr. Rd*

NOTES:

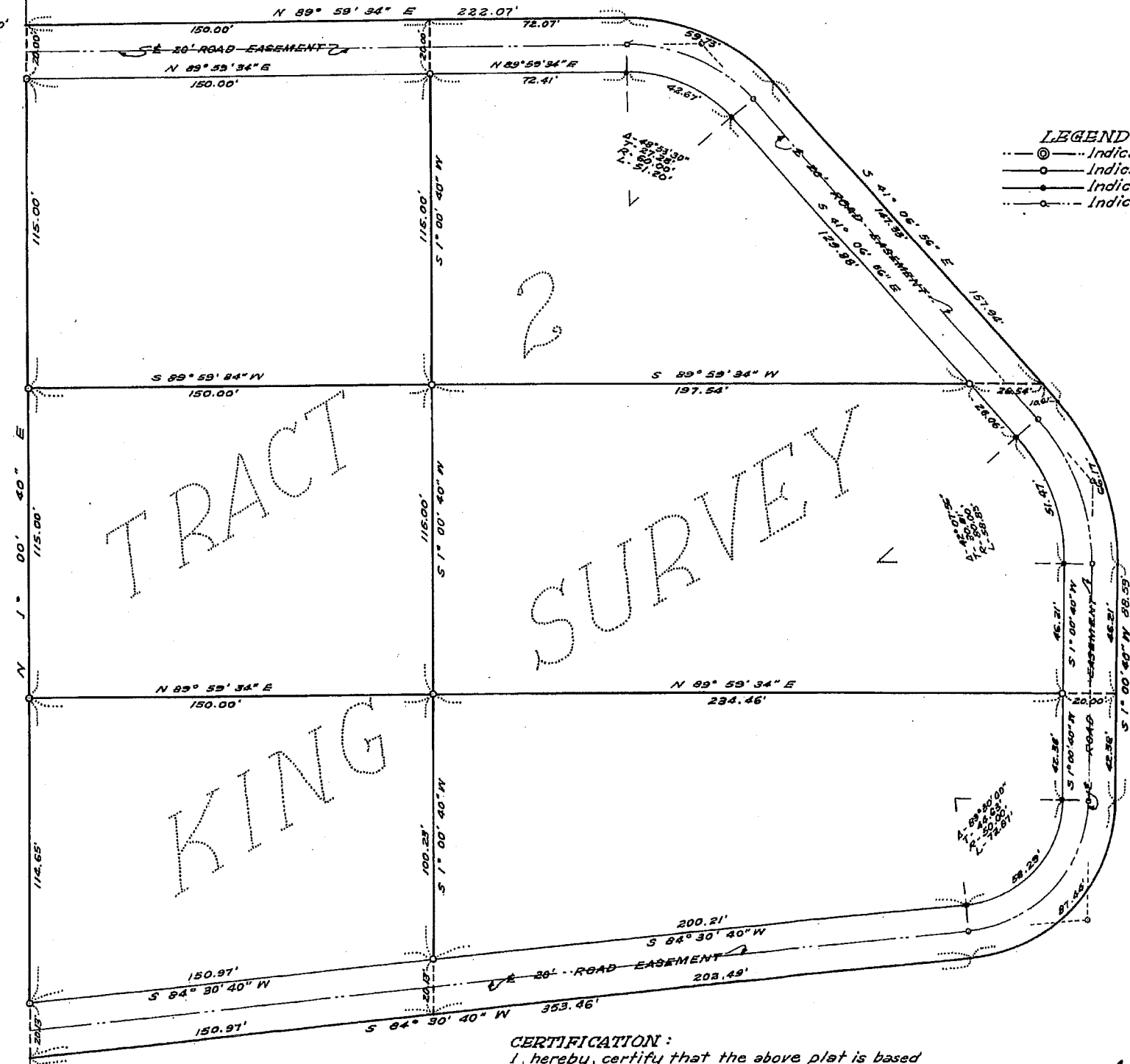
- 1 FOR TWO-WAY TRAFFIC WORK ZONES
- 2 FLAGGERS SHALL REMAIN IN RADIO CONTACT AT ALL TIMES
- 3 TRAFFIC CONTROL DEVICES SHALL BE 28" RETROREFLECTIVE CONES
- 4 USE "BE PREPARED TO STOP" SIGN BETWEEN "FLAGGER AHEAD" AND "LANE CLOSED AHEAD" SIGNS ON HIGH VOLUME ROADS, SUCH AS: 43RD AVE SE, 9TH ST SW, 5TH ST SW, SHAW RD, AND OTHER STREETS WITH COMPARABLE VOLUMES
- 5 SIGN SPACING SHALL BE 350 FEET WHEN SPEED LIMIT IS GREATER THAN 30 MPH
- 6 SIGN SPACING SHALL BE 100 FEET WHEN SPEED LIMIT IS 30 MPH OR LESS
- 7 CALL COMM CENTER DAY OF CLOSURE 841-5538
 - 7.1 CLOSURE FOR WEEKDAYS ONLY
 - 7.2 TIMES: 8:00 AM TO 4:00 PM
- 8 DISTANCE BETWEEN CONES EQUALS SPEED LIMIT BUT IN UNITS OF FEET

LANE CLOSURE ON TWO-LANE ROAD USING FLAGGERS

<small>BY</small> J. HUNTER	<small>PLOTTING SCALE</small> NTS/ 1=1	<small>DATE APPROVED</small> 04-03	<small>REVISED</small> (blank)	<small>TCP STANDARD</small> NO. 7
<small>FILE NAME</small> \DRAWINGS\PUBLIC WORKS\TRAFFIC\JEFF.DWG	<small>CHECKED BY</small> M. FORD	<small>REVISSED BY</small> (blank)	<small>NO.</small> (blank)	

Brass Mar.
NW corner
Gov't Lot 4

State Highway No. 14 (WICKERSHAM COUNTY ROAD)



TRACT
SURVEY
KING

LEGEND:
 ⊙ Indicates Brass Marker - Gov't Lot corner.
 ○ Indicates Stakes set on this survey.
 ● Indicates Stakes set on previous survey.
 ○ Indicates curve points in road easement.

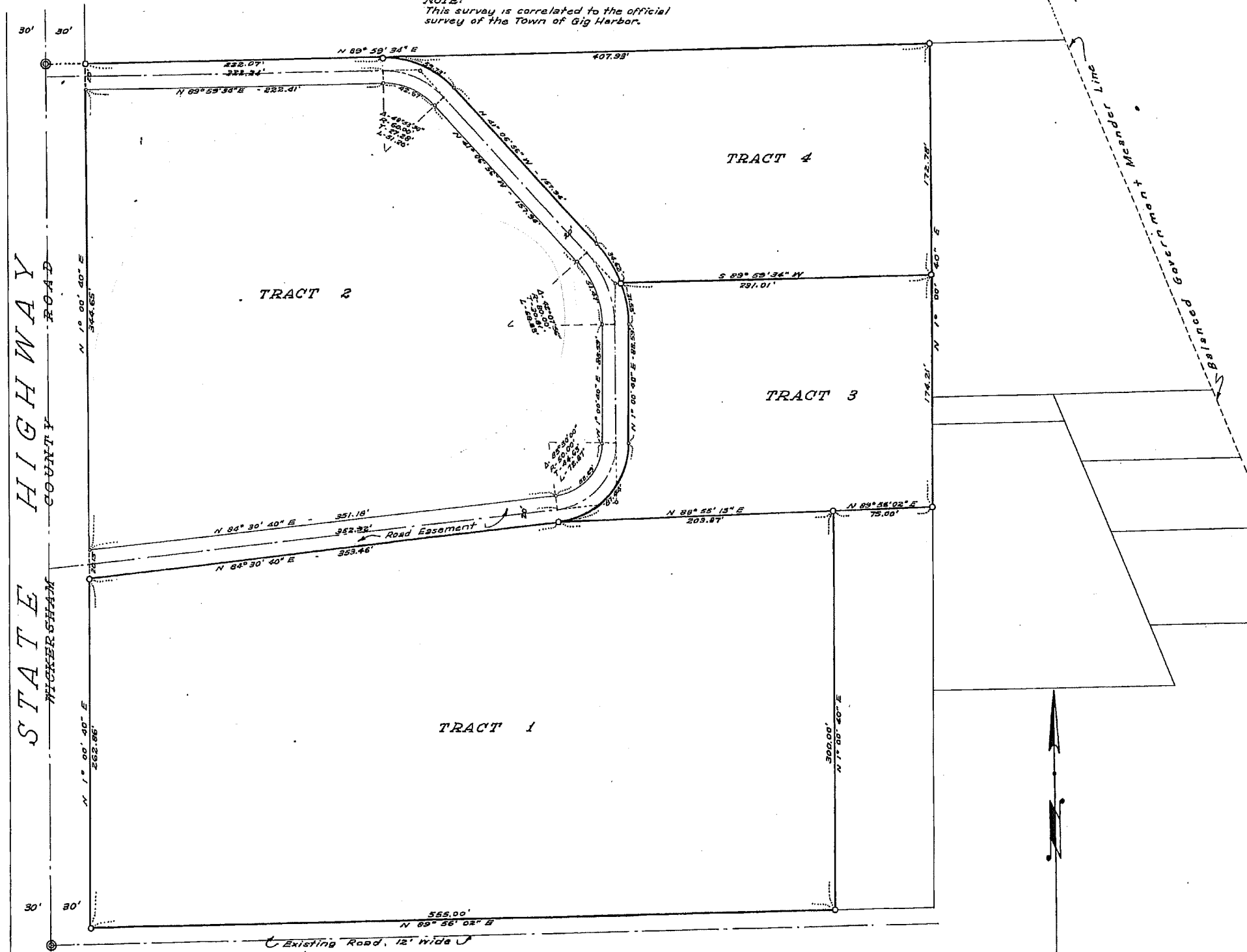


CERTIFICATION:
 I, hereby, certify that the above plat is based upon an actual survey in Government Lot 4, Section 8, T 21 N., R 2 E., W.M. and that the courses and distances shown thereon are correct.
 Guy R. Wheeler
 Registered Land Surveyor

**SURVEY OF
 A PART OF GOV'T LOT 4, SEC. 8,
 T 21 N., R 2 E., W.M.
 Scale 1" = 300' April 1952**

ALSO NOTE: FROM THE PRIVATE FILES OF GUY WHEELER

NOTE:
This survey is correlated to the official
survey of the Town of Gig Harbor.



CERTIFICATION:

I, hereby, certify that the above plat is based upon an actual survey of Sec. 8, T. 21 N., R. 2 E., W.M. and that the courses and distances shown thereon are correct.

Guy R. Wheeler
Registered Land Surveyor

LEGEND:

- ⊙ Indicates Brass Monument
- Indicates Iron pipe & stake set
- Indicates stake set

SURVEY OF
A PART OF GOVT LOT 4, SEC. 8,
T. 21 N., R. 2 E., W.M.
Scale 1"=50.00' 22 March 1952

PLSO NOTE: FROM THE PRIVATE FILES OF GUY WHEELER

DECISION OF THE HEARING EXAMINER
CITY OF GIG HARBOR

In the Matter of the Appeal of

LISA CLARK

APP 08-0001

From a Design Alternative Decision

Background

Lisa Clark appeals the denial of the administrative denial of a design alternative for a fence on property at 7117 Soundview Drive.

An open record public hearing was held on January 15, 2009. The exhibits listed at the end of this decision were admitted. Ms. Clark was represented by Jane Ryan Koler, Attorney at Law, and the Community Development Department was represented by Stephanie Andrews, Associate Planner.

For the purpose of this decision, all section numbers refer to the Gig Harbor Municipal Code, unless otherwise indicated.

Based upon consideration of all the information in the record, including that presented at the public hearing, the following shall constitute the findings, conclusions and decision of the Hearing Examiner in this matter.

Findings of Fact

1. Lisa Clark, appellant, had a 6 ft. 8 in., solid wooden fence constructed at her residence at 7117 Soundview Drive in 2007 to eliminate sound and light intrusion into her house from traffic on the public street and for greater privacy. In response to a complaint, the City investigated, determined that the fence was taller than permitted by City regulations, and required compliance with the height limitation.
2. The residence is on a lot measuring 150 ft. along Soundview Drive, a public street, and 135 ft. along Grandview Place, a private roadway. The lot is approximately three feet lower in elevation than Soundview Drive (Exhibit B) because of fill added when the street was widened in 1991. Appellant has an easement allowing her to use Grandview Place to access her driveway.
3. The fence is constructed within the Soundview Drive right of way and turns the corner to run along Grandview Place. The fence has been tapered to reduce the height in the area where the apex between Soundview Drive and her driveway is formed to improve sight distance for vehicles.

APP 08-0001

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Staff has taken the position that this section applies to the subject property in that the lot is a corner lot for safety purposes, and that the granting of the request for alternative design approval would contradict this provision. Exhibit I and Testimony of Andrews.

12. Ms. Clark applied for a variance, Exhibit B, but apparently amended the application to one for administrative review of an alternative design pursuant to Section 17.98.058.

13. Alternative design applications may be approved only if the following criteria are met by the design:

1. The alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements; and
2. The alternative design meets the intent of the general requirements of Chapter 17.99.GHMC, Design Manual

Section 17.98.058.

14. The Appellant has also applied for an encroachment permit to allow the fence in the right-of-way, which is to be decided after resolution of the zoning issues. Testimony of Langhelm.

15. A building permit is not required for a fence six feet in height or less. Testimony of Andrews.

16. Several residences along Soundview Drive south of Appellant's property have fences along Soundview Drive that are significantly higher than three feet. (Exhibit B). Most of the fences were constructed prior to adoption of the Design Manual. (Testimony of Andrews). Ms. Desta testified that none of the new homes built within the last six years have fences that exceed the height limit and those with higher fences are "grandmothered", meaning built prior to the adoption of the height limit.

17. Much of the fence is within the sight distance triangle required by the City's Public Works Standards "used to establish a clear view area to assist with appropriate stopping distances of vehicles and judgment distances for drivers." Exhibit H.

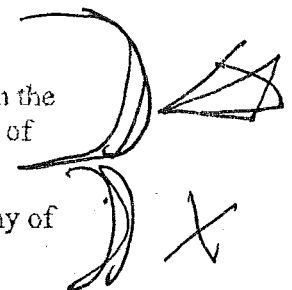
18. The fence may not actually cause such visual obstruction to be an impediment to adequate sight distance, according to Gerald Devenpeck, retired from the Washington State Patrol with training in accident and collision investigation. He had studied the intersection and took pictures and measurements. Exhibit M.

19. A number of comments from neighbors (Exhibits G & J) indicated support for approval that would allow the fence to remain. Another comment described the writers' experience that the fence blocked their view for turning onto Soundview. Exhibit K.

20. Soundview Drive carries considerable truck traffic.

21. Appellant is likely correct that a three foot high fence at her property line is unlikely to provide the noise and light reduction that she seeks.

22. The Community Design Element of the Comprehensive Plan, Chapter 3, contains policy guidance.



Policy 3.1.2: Provide public orientation—Prohibit designs which provide no public (street) orientation.

* * *

b) Prohibit designs which line streets with privacy fences or blank walls.

Policy 3.1.4 Encourage houses which engage the neighborhood. House designs with clearly defined entrances are much more inviting than the intimidating appearance of the hidden entrance.

* * *

23. Notice of the hearing was posted on November 14, 2008, and published and mailed on November 19, 2008.

Conclusions

1. Section 17.98.070 authorizes the Hearing Examiner to hold a hearing and make a final decision on an appeal of the director's decision on administrative review of an alternative design.
2. Notice requirements were met.
3. The burden is on the applicant/appellant to prove that the application conforms to the code's requirements. Section 19.05.006.
4. Appellant's contention that the design manual does not apply to fences is not correct. Section 17.98.030 specifically lists fences as one of the structures to which the standards of the design manual apply. The punctuation clearly shows that the phrase "in public or commercial locations" qualifies "outdoor furniture" and none of the other terms. The second sentence indicates that review and approval is required when outdoor proposals require one of the listed permits, whether they are conforming to the standards or not. The appellant sought approval here only because she sought to have a fence that does not conform to the applicable design manual standards, as provided for in Section 17.98.058.
5. Appellant has urged that Section 17.98.030 is unconstitutionally vague. But hearing examiners do not have the authority to determine the constitutionality of the regulations that they are to administer and must presume them to be constitutional.
6. Appellant next contends that the yard fronting on Soundview is not the front yard on the subject lot, but the side yard so the three-foot height limit does not apply. Because the lot is bordered by only one public right-of-way, it is an interior lot, not a corner lot. The code provides that the front lot line of an interior lot is that adjacent to the public street. The second phrase, in the disjunctive, appears to apply only when the interior lot does not have a line adjacent to, meaning abutting, a public street but gains its access from a public street. The subject lot does have a lot line adjacent to a public street

APP 08-0001

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so the fence along, and within the right-of-way of, Soundview Drive is along the front yard and therefore is limited to three feet.

7. Though considerable evidence was adduced about visibility at the intersection, the only design manual standard considered is that clear vision must be protected even if the fence otherwise conforms to the three feet or six feet limit. The City has not taken the position that the fence must be reduced in height below three feet to protect view. It also should be noted that, because the lot does not meet the definition of "corner lot" in Chapter 17, Section 17.01.080 does not apply.

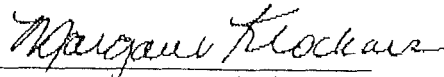
8. To meet Appellant's desire for privacy and noise and light attenuation, the existing fence does provide a superior design to that allowed by the design manual standards. The criterion, however, requires that the proposal be assessed in terms of design, not function. The director found that the alternative design is not an equivalent or superior design solution and no evidence to the contrary is in the record. The alternative design must also meet the intent of the general requirements of the Design Manual, which is to implement the goals and policies of the design element of the comprehensive plan. The director concluded that with the rigid application of the design requirements to the fence, it would provide public orientation and engage the neighborhood. The proposed alternative design would be contrary to those policies set out in findings above.

9. The Appellant did meet her burden of showing that the application satisfies the two criteria and that the director's decision was in error so the director's decision must be affirmed.

Decision

The decision of the director on administrative review of an alternative design is affirmed and the appeal denied.

Entered this 27th day of January 2009



Margaret Klockars
Hearing Examiner

Concerning Further Review

There is no administrative appeal of the hearing examiner's decision. A request for reconsideration may be filed according to the procedures set forth in Ordinance No. 1073. If a request for reconsideration is filed, this may affect the deadline for filing judicial appeal (Chapter 36.70c RCW) or an appeal before the Shorelines Hearings Board (see Ord. 1073, Ch. 36.70C RCW and RCW 90.58.180.) Affected property owners may request a change in valuation for property tax purposes notwithstanding any program of revaluation.

Chapter 12.18

RIGHT-OF-WAY USE – MASTER USE PERMITS AND UTILITY RELOCATION

Sections:

- 12.18.010 Purpose.
- 12.18.020 Definitions.
- 12.18.030 Applicability of chapter.
- 12.18.040 Master use permit authorization – Use of right-of-way for transmission only.
- 12.18.050 Requirements for the provisions of services within the city.
- 12.18.060 Master use permit – Additional purposes.
- 12.18.070 Facilities lease required.
- 12.18.080 Exempt activities.
- 12.18.090 Use of right-of-way prohibited when.
- 12.18.100 Master use permit application.
- 12.18.110 Issuance/denial of master use permit.
- 12.18.120 Written master use permit required.
- 12.18.130 Nonexclusive grant.
- 12.18.140 Rights granted.
- 12.18.150 Terms of master use permit.
- 12.18.160 Service to city users – Franchise required.
- 12.18.170 Compensation to the city.
- 12.18.180 Amendment of master use permit.
- 12.18.190 Renewal of master use permit.
- 12.18.200 Standards for renewal of master use permits.
- 12.18.210 Obligation to cure as a condition of renewal.
- 12.18.220 Notification – Transportation improvement plan element comprehensive plan.
- 12.18.230 Notice and liability.
- 12.18.240 Location within an open right-of-way.
- 12.18.250 Relocation of facilities – Cost.
- 12.18.260 Relocation for private benefit.
- 12.18.280 Emergency relocation.
- 12.18.290 Additional ducts or conduits – The city may require.

12.18.010 Purpose.

The purpose and intent of this chapter is to:

A. Provide for the orderly use of public rights-of-way by establishing clear guidelines, standards and timeframes for the exercise of local authority with respect to the regulation of right-of-way use by telecommunications and cable television providers and services.

B. Implement regulations that are consistent with the requirements of state law, to wit, Chapter 35.99 RCW as the same exists or is hereafter amended.

C. Conserve the limited physical capacity of the public ways held in public trust by the city.

D. Assure that the city's current and ongoing costs of granting and regulating private access to and use of the public ways are fully paid by the persons seeking such access and causing

general permission to a service provider to enter, use, and occupy the right-of-way for the purpose of locating facilities. This definition is not intended to limit, alter or change the extent of the existing authority of the city to require franchise nor does it change the status of a service provider asserting an existing state-wide grant based on a predecessor telephone or telegraph company's existence at the time of the adoption of the Washington State Constitution to occupy the right-of-way. For the purposes of this definition, a franchise, except for a cable television franchise, is a master use permit. "Master use permit" does not include cable television franchises.

L. "Other ways" means the highways, streets, alleys, utility easements or other rights-of-way within the city which are under the jurisdiction and control of a governmental entity or private party other than the city.

M. "Overhead facilities" means utility poles, utility facilities and cable and television facilities located above the surface of the ground, including the underground supports and foundations for such facilities.

N. "Person" means and includes corporations, companies, associations, joint stock companies or associations, firms, partnerships, limited liability companies and individuals, including their lessors, trustees and receivers.

O. "Personal wireless service" means commercial mobile services, unlicensed wireless services, and common carrier wireless exchange access services, as defined by federal laws and regulations.

P. "Right-of-way" means land or an easement acquired or dedicated for public roads and streets, but does not include:

1. State highways and other ways;
2. Land dedicated for roads, streets and highways not opened and not improved for motor vehicle use by the public;
3. Structures, including poles and conduits, located within the right-of-way;
4. Federally granted trust lands or forest board trust lands;
5. Lands owned or managed by the state Parks and Recreation Commission; or
6. Federally granted railroad rights-of-way acquired under 43 U.S.C. Section 912 and related provisions of federal law that are not open for motor vehicle use.

Q. "Service provider" means every corporation, company, association, joint stock association, firm, partnership, person, city, or town owning, operating, or managing any facilities used to provide and providing telecommunications or cable television service for hire, sale, or resale to the general public. "Service provider" includes the legal successor to any such corporation, company, association, joint stock association, firm, partnership, person, city or town.

R. "State" means the state of Washington.

S. "Subscriber" means any person, entity or user of a cable system who lawfully receives cable services or other service therefrom with the franchisee's express permission.

T. "Telecommunication service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available directly to the public, regardless of the facilities used.

U. "Transportation improvement plan" or "TIP" means the six-year element of the city's comprehensive plan as amended annually by adoption by the council.

V. "Use permit" means the authorization in whatever form whereby a city or town may grant permission to a service provider to enter and use the specified right-of-way for the purpose of installing, maintaining, repairing, or removing identified facilities. As used herein, the term shall be synonymous with the term "encroachment permit" as utilized in Chapter 12.02 GHMC.

FW: Soundview Fence

From: Clark, Lisa A (Lisa.A.Clark3@boeing.com)
Sent: Mon 11/17/08 10:50 PM
To: lisaanneclark@hotmail.com

From: Andrews, Stephanie [mailto:AndrewsS@cityofgigharbor.net]
Sent: Wednesday, October 08, 2008 11:24 AM
To: Clark, Lisa A
Subject: RE: Soundview Fence

6' fence

1

I have sent the request to move the sign to Marco Malich, the Public Works Superintendent. I will let you know as I hear anything.

Are you wanting to move forward with the appeal of the decision that has been made, or will you be proposing an alternative design to lower the 6' fence as we had discussed last month?

Thank you,

Stephanie

Stephanie Andrews

Associate Planner

City of Gig Harbor Planning Department

(253) 853-7554

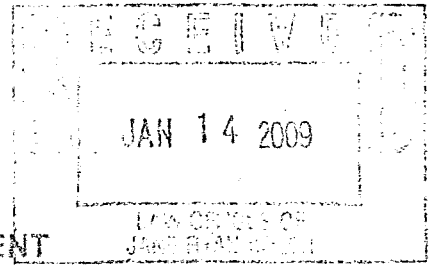
From: Clark, Lisa A [mailto:Lisa.A.Clark3@boeing.com]
Sent: Tuesday, October 07, 2008 10:24 AM
To: Andrews, Stephanie
Subject: RE: Soundview Fence

Hi Stephanie,

3

You will see that we began the modification process. The corner was cut down to 36 inches like we

WORKING COPY



COMMUNITY DEVELOPMENT DEPARTMENT
COMMUNITY DEVELOPMENT DEPARTMENT
STAFF REPORT

TO: Hearing Examiner
FROM: Planning Staff
DATE: January 8, 2009

RE: DRB 08-0020, APP 08-0001 Appeal of Administrative Decision on Clark SFR Fence, 7117 Soundview Drive
Public Hearing Date: January 15, 2009

I. GENERAL INFORMATION

- A. **Applicant:** Lisa Clark
7117 Soundview Drive
Gig Harbor, WA 98335
- B. **Owner:** Lisa Clark
7117 Soundview Drive
Gig Harbor, WA 98335
- C. **Representative:** Law Offices of Jane Ryan Koler PLLC
5801 Soundview Drive, Suite 258
Gig Harbor, WA 98335

II. APPLICANT'S REQUEST

The applicant's representative has filed an appeal of an administrative decision that was issued for a fence that was constructed at 7117 Soundview Drive. The administrative decision that was issued denied the application for a design alternative that was proposed by the applicant. The alternative design that was requested by the applicant was for a 6'-8' solid wood fence along the front property line which borders Soundview Drive.

III. SITE DESCRIPTION

- A. **Location:** 7117 Soundview Drive
Assessor's Parcel #0221084085

DRB 08-0020
APP 08-0001

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"The requirements of the Design Manual have stated a specific height limitation for fences in the front yard setback and along designated Parkways. Staff has taken photographs and measurements to demonstrate that a 3' fence would be appropriate at this site (Attachment B {to the Design Review Administrative Decision}). The fence stands 5'-6' above the grade of Soundview Drive, depending on where the measurement is taken along the west property line. The existing vegetation on the inside of the fence combined with a 3' wood fence would provide a substantial barrier from Soundview Drive.

5'6"

The goals of the City's Comprehensive Plan do not support development that would provide a series of solid 6' privacy fences along Parkways. As cited earlier in this report, the public should be engaged by both residential and commercial development, a goal which cannot be attained by allowing privacy fences that exceed the 3' height standard. Both the policies and the intent statements of the Design Manual emphasize the importance of parkway design components from the public right-of-way and how this engages the public.

To recommend approval of administrative review of alternative designs, the Director must find that the following two criteria be met by the application: that the alternative design represents an equivalent or superior design solution to what would otherwise be achieved by rigidly applying specific requirements, and that the alternative design meets the intent of the general requirements of GHMC 17.99, Design Manual. As reasoned in the analysis above, the Director cannot find that this fence is a superior design solution or that it meets the intent of the Design Manual.

Section 17.01.080A is consistent with this interpretation of the Design Manual (GHMC 17.99). This section states that for safe vision on corner lots, no fences or shrubs shall be placed within 20 feet of the apex of the property corner higher than 36 inches above the existing grade. The Director does not have authority to grant relief of this section of the Gig Harbor Municipal Code. To approve the request for an alternative design under the applicable section of the Design Manual would be contradictory to this section of the Code outside of the Design Manual."

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

A. The proposed use will not protrude into or over any portion of a public right-of-way or public place open to vehicle or pedestrian travel in such a manner as to create a likelihood of endangering the use of such public place by vehicle or pedestrian traffic.

B. The proposed use will not protrude into or over any public utility lines including water, sewer, storm drainage, cable, gas, power, or will not block access to the utility lines.

C. The requested use must meet all other applicable requirements of this code, including, but not limited to, the underlying zoning regulations applicable to the adjacent property upon which the use will be conducted, constructed or maintained.

D. The applicant shall be required to indemnify and hold the city harmless from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted use.

E. During all periods of use for encroachment permits, the applicant shall maintain public liability and property damage insurance acceptable to the city and/or other insurance necessary to protect the public and the city on premises to be used unless waived by the director of public works. The limits of said insurance shall be established by the director of public works. A certificate evidencing the existence of said insurance or, upon written request of the director of public works, a duplicate copy of the policy shall be provided to the city as evidence of the existence of the insurance protection. Said insurance shall not be cancelable or reduced without prior written notice to the city, not less than 30

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C. The requested use must meet all other applicable requirements of this code, including, but not limited to, the underlying zoning regulations applicable to the adjacent property upon which the use will be conducted, constructed or maintained.

D. The applicant shall be required to indemnify and hold the city harmless from any and all claims for bodily injury or property damage that may arise out of or in connection with the applicant's permitted use.

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

F. Such other conditions as may be imposed by the director of public works to reasonably assure that the requested use does not in any way create a likelihood of endangering those who are lawfully using the public right-of-way or public place.

G. All conditions shall be subscribed on or attached to the permit.

H. Applicant shall consent that in the event the city is required to take enforcement actions to enforce the terms and conditions of the permit, that the city shall be entitled to recover its costs, disbursements, and expenses including its attorneys' fees, which sums may be filed as a lien against applicant's premises and enforceable in the manner provided for the enforcement of mortgages on real property. (Ord. 836 § 3, 2000; Ord. 685 § 2, 1994; Ord. 653 § 1, 1993).

12.02.040 Term of permit.

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

Proposed Council Action:

For approval of all amendments:
Adopt ordinance and resolutions

For denial of some amendments:
Deny specific amendment and/or resolution and direct staff to prepare a resolution for denial for the January 11th, 2010 city council meeting. Adopt ordinance and resolution and strike the section(s) for the denied amendment(s).

Dept. Origin: Planning Department

Prepared by: Jennifer Kester
Senior Planner

For Agenda of: December 14, 2009

Exhibits: Draft ordinance with exhibits; draft resolutions with development agreements; Fire flow and water system capacity e-mails; Planning Commission recommendation and dissenting opinions; Staff recommendations; Public comment.

Initial & Date

Concurred by Mayor: CKH 12/9
Approved by City Administrator: PKK
Approved as to form by City Atty: CHW 12/8
Approved by Finance Director: N/A
Approved by Department Head: TPD 12/8/09

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

The attached draft ordinance and draft resolutions adopt the Comprehensive Plan amendments and development agreements which were included in the 2009 annual review cycle, as amended through Planning Commission conditions and Council review.

The amendments are listed below and have been organized in the order considered by the Planning Commission. Changes and additional information that has been provided since the Planning Commission's recommendations are located after each amendment description. Of particular note, the development agreements for Haven of Rest and 3700 Grandview land use map amendment have changed since the November 23rd meeting.

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.

Residential Fire Flow: At the hearing, the Council asked why the residential fire flow was being reduced from 1,500gpm to 1,000gpm. A more detailed discussion of the reasons for the change and the benefits and affects of such change were provided in an e-mail to the Council which is enclosed.

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.

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..."

City Water System Capacity: At the November 23rd meeting, the Council asked about the City's capacity for providing additional ERUs to reserve. Jeff Langhelm has put together a detailed discussion on water capacity issues which is enclosed as an e-mail. In summary, if the propose ERU definition is adopted in the updated Water System Plan, the City will have approximately 1,480 ERUs available for reservation once the large projects currently in the review queue are reserved water ERUs. Staff predicts that given our proposed 2030 population allocation, we will exceed the available annual water rights between 2018 and 2022 if no new well sources are constructed and permitted.

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 indicated that they can continue to provide domestic water for any future development. The Planning Commission recommended three conditions for this amendment.

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 112th 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.

Development Agreement Changes

At the November 23rd meeting, the Council discussed imposing additional use limitations on the property. Based on that discussion, the property owner has proposed additional use limitations. A letter outlining the request is enclosed. The development agreement has been updated to incorporate these changes as follows:

- Sections have been renumbered
- New Section 2: A new section has been added to limit the use of the property. Land uses would be limited to those uses allowed (permitted or conditional) in the Single-Family Residential (R-1) zoning district AND cemetery, community recreation hall and club uses as conditional uses. Residential uses must conform to the development standards for the R-1 zoning district, including but not limited to a maximum of 4 dwelling units per acre.
- New Section 4: The term of the agreement has been proposed at 20 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.

Development Agreement Changes:

At the November 23rd meeting, the Council discussed imposing penalties on the project for lost trees. The development agreement has been updated to incorporate these changes and all changes since the Planning Commission as follows:

- Sections 11 - 30 have been renumbered
- Section 3.k: The definition of significant tree was revised to remove the word “healthy” to reflect the fact that the 409 trees shown on “Existing Significant Tree Plan” (exhibit C of the DA) have not been evaluated for health.
- Section 4: The descriptions of the exhibits reflect the titles on the exhibits provided by the property owner.
- Section 9.C: The description for development for Area 2 has been changed from “single family subdivision” to “single family development, so as to not limit the process for approval (preliminary plat versus condominium binding site plan)”
- Section 9.F: A new provision has been added to require flagging of retained trees during the land use permitting process.
- Section 9.I: The description for the amount of parking which will be “below-average-grade” (within a parking garage) changed from a number to a percent of the total stalls on the site.
- Section 9.K: The number of curb cuts for the mixed use development will be limited to one, which will be located on Grandview Street.

- Section 11: A new section has been added to provide both monetary and replacement penalties if any of the trees required to be retained as shown on the "Existing Significant Tree Plan" (exhibit C of the agreement) are lost for any reason.
- Section 17: New language was 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. In addition, language has been added to terminate the agreement for Area 2 as the single-family homes are given occupancy permits as to not burden the new homeowners.

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 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

For approval of all amendments: Adopt ordinance.

For denial of some amendments: Deny specific amendment and/or resolution and direct staff to prepare a resolution for denial for the January 11th, 2010 council meeting. Adopt ordinance and resolution and strike the section(s) for the denied amendment(s).

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December 7, 2009

Mayor and City Council
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

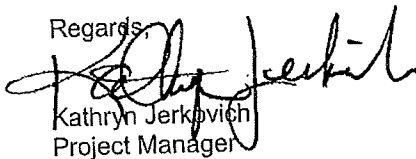
Re: Haven of Rest Comprehensive Land Use Map Amendment 09-0005

Mayor and Council,

At the November 23rd council meeting we heard comments and recommendations by the City Council to restrict the subject parcels (0221064151 and 0221064164) use to cemetery and single family detached at a density of four dwelling units per acre. In response, Haven of Rest has agreed to restrictions but requests to include all permitted uses currently allowed under the R1 zoning designation as well as two uses allowed as conditional uses under the R2 zoning designation, Community Recreation Hall and Clubs. A Community Recreation Hall or Club would be a privately owned facility and could be made available to the surrounding community, thus creating an assembly or gathering place and would be a public benefit without creating an undue burden on City facilities and budgets.

We believe the request to maintain the uses currently allowed under the R1 zoning designation and the addition of the use of Community Hall and Clubs allowed under the R2 zoning designation is a reasonable request. Therefore, on behalf of Bob Glass and the Haven of Rest, I ask Council to approve Comprehensive Land Use Map Amendment 09-0005 with the modified Development Agreement that includes the items mentioned above.

Regards,


Kathryn Jerkovich
Project Manager

BCRA

Kester, Jennifer

From: Langhelm, Jeff
Sent: Wednesday, December 02, 2009 7:39 AM
To: Kester, Jennifer
Subject: FW: fireflow
Follow Up Flag: Follow up
Flag Status: Red

Here it is...

From: Karlinsey, Rob
Sent: Tuesday, December 01, 2009 9:08 AM
To: Langhelm, Jeff; Franich, Jim; 'Paul@conangroup.com'; Conan, Paul; Ekberg, Steve; Hunter, Chuck; Ken1barb@harbornet.com; Paul Kadzik; Payne, Tim; Young, Derek
Cc: Stubchaer, David; Misiurak, Steve; Bower, Dick
Subject: RE: fireflow

Most of the City's water system is pretty robust and already built at the 1,500 gpm standard (an area around Woodworth/Peacock is not). Therefore, lowering the fire flow rate down to 1,000 gpm would most likely have little impact on new construction. That said, here are a couple of potential benefits to switching to the 1,000 gpm standard:

1. It will bring the City's water comp plan in harmony with the International Fire Code (although there is nothing wrong with requiring more gpm than the IFC) so that there is less perceived contradiction in our codes.
2. It will reduce (albeit marginally) capital costs for developments.

Other likely outcomes of adjusting the fire flow standard to 1,000 gpm:

- Houses under 3,600 sq. ft. that previously would have required sprinklers won't be required to sprinkler if the fire flow is between 1,000 and 1,500 gpm.
- Houses larger than 3,600 sq. ft. being required to sprinkler will be a very rare occurrence because most of the City is already at the 1,500 gpm standard.

This is not a "back door" way of getting new homes to be sprinklered. Houses under 3,600 sq. ft. would actually see a decrease in the fire flow requirement, and therefore, potentially less homes would be required to have sprinklers. Overall, I don't think changing the fire flow standard to 1,000 gpm would have much of an impact, especially given our already robust water system.

From: Langhelm, Jeff
Sent: Monday, November 30, 2009 3:53 PM
To: Franich, Jim
Cc: Stubchaer, David; Karlinsey, Rob; Misiurak, Steve; Bower, Dick
Subject: RE: fireflow

Councilmember Franich,

As a follow up from our earlier phone conversation I have reviewed the three questions below and submit the following responses:

- Retaining the existing residential fire flow rate of 1,500 gpm would likely not impact the City's water system. Currently the draft 2009 Water System Plan identifies one capital improvement project

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that is necessary to provide a minimum of 1,000 gpm to a residential area of the City. Additionally, while the draft 2009 Water System Plan did not evaluate the system for 1,500 gpm, the 2001 Water System Plan did evaluate for 1,500 and did not identify any other capital improvements to the system in order to meet a fire flow of 1,500 gpm.

- Regardless of the fire flow rate that is adopted in the 2009 Water System Plan the water mains and storage tanks that are in place today will continue to provide the same fire flow rate in the future as is provided today (assuming the City's fire storage policy does not change). The actual available fire flow rates in pipes are established by the physical characteristics of the system (pipe sizes and water tank elevations).
- By maintaining the existing fire flow rate of 1,500 gpm the City will remain compliant with the minimum fire flow rate for residential structures established by the International Fire Code.

Please let me know if there are any further questions.

-Jeff

From: Franich, Jim
Sent: Thursday, November 26, 2009 6:48 PM
To: Langhelm, Jeff
Subject: fireflow

Jeff can you verify these items . Retaining the existing # s would have no negative impact on the city. Regardless of what # is adopted there will still be 1500 gal. of fire flow thru the lines now and in the future.

It does not put us in non compliance to retain existing #.

Thank you

Kester, Jennifer

From: Langhelm, Jeff
Sent: Thursday, December 03, 2009 12:01 PM
To: Karlinsey, Rob
Cc: Dolan, Tom; Kester, Jennifer; Stubchaer, David
Subject: RE: Policy Questions about Water
Follow Up Flag: Follow up
Flag Status: Red

Rob,

I have provided a response to these questions below in **bold red**.

Please let me know if there are any comments or further questions.

-Jeff

From: Karlinsey, Rob
Sent: Monday, November 30, 2009 3:44 PM
To: Langhelm, Jeff
Cc: Dolan, Tom; Kester, Jennifer
Subject: Policy Questions about Water

Jeff –

In determining whether to allow new properties into our water service area, here are some questions I have. The answers to these questions might assist the Council in their decision:

1. Approximately how many ERUs of water are currently being used by the City's water system? **The ERUs currently used by the City's water system (amount pumped) is approximately 2,610. The ERUs currently reserved through the CRC process is approximately 2,250. Knowing that the total ERUs available to be used is approximately 6,440 based on the City's annual water rights, the City currently has approximately 1,580 ERUs available for reservation (6,440-2,610-2,250=1,580).**
2. Assuming the new ERU definition gets adopted, how many unreserved water ERUs are currently available? **Based on the proposed ERU definition of 200 gpd/ERU the available unreserved ERUs would be approximately 2,480.**
3. After reserving water ERUs for known projects like OPG's 800-unit development, how many unreserved water ERUs will be available? **There are approximately 1,000 water ERUs known to be awaiting reservation for known large projects. After reserving ERUs for these large projects the City will have approximately 1,480 ERUs based on the proposed 200 gpd/ERU definition.**
4. Of these remaining unreserved ERUs, how long do you think it will take for them to become reserved (assume the housing and commercial building markets recover to a reasonable, pre-2007 level)? **According to the proposed Water System Plan the City will exceed the available annual water rights between 2014 and 2018. However, this forecast used outdated growth projections. I would think the actual timeline is somewhere between 2018 and 2022.**
5. How long will it take for us to do the drilling and get approval for more water rights? **A preliminary schedule to perform test drilling, design, construction and receive new water rights for a new high-production well puts us in 2014 or 2015 provided that funding is made available to**

12/7/2009

complete this work.

6. Given the answers to the above, what is the likelihood that allowing a proposed development such as the old bowling alley property into our water service area will result in someone else in our service area not getting approved for new ERUs? **Provided the City continues to move forward with funding water system source production capital projects (wells) and related water rights acquisition I think the likelihood of the City's water system running out of water ERUs is small but still possible. Currently there are (in essence) three requests before the City totaling approximately 170 water ERUs, or approximately 10% of the ERUs likely available in 2010.**

7. In addition to water rights reservations, what other concerns are there? (Instantaneous flow, fire flow, etc.) **In addition to acquisition of additional annual water rights for the City's water CRC process, a primary concern for the water system is that the system will likely exceed the instantaneous water rights during dry periods when following the policy on redundancy. Exceeding the instantaneous water right will require the City to implement mandatory water rationing during dry periods. Other concerns include funding for capital improvement projects that provide minimum commercial fire flows in commercial areas and continued funding of the asbestos cement water main replacement program for the next six years.**

I realize you might have to pull out your crystal ball for #4, #5 and #6. Thanks,

--Rob

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 112TH 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) .

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 amending the Comprehensive Plan on November 23, 2009; and

WHEREAS, the Gig Harbor City Council had a second reading of an Ordinance 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 112th 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, 112th 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 rezone, allowed uses and allowed density of the subject property.

Findings:

- a) Given the density limitation in the development agreement, no additional residential vehicle trips will be generated by this amendment compared to the existing designation and zoning. Residential development will not exceed 4 dwelling units per acre.
- 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. With the density limitation in the development agreement, the maximum dwelling units allowed on the site will still be 14 residential units.
- d) The amendment will retain the residential nature of the Rosedale area if the site develops residentially. If the site develops as a cemetery, community recreation hall or club, 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 development agreement limits the uses of the property to all uses allowed (permitted or conditional) in the R-1 zone or a cemetery, club or community recreation hall. 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. For clubs and community recreation halls, these are typical accessory or complementary uses to single-family development and

- often serve as the meeting hall for subdivisions. 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 owners enter into a development agreement with a term of 20 years which limits the scope of any future development of the subject property as follows:

Rezone: The subject property is limited to a Medium-Density Residential (R-2) zoning district.

Permitted Use: Allowed permitted uses are limited to those permitted uses in the Single-Family Residential (R-1) zoning district.

Conditional Uses: Allowed conditional uses are limited to those conditionally permitted in the Single-Family Residential (R-1) zoning district and cemeteries, community recreation halls and clubs.

Residential Density: The density of any residential development shall be 4 dwelling units per net acre as calculated by GHMC 17.05.

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 09-0012, 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 20 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: Limited 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: Development of the buildings within the subject property must provide below-average-grade parking spaces for no less than 62.5% of the parking spaces.

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

Curb Cut: The number of curb cuts for Area 1, the mixed use development, is limited to one, which will be located on Grandview Street.

Tree Replacement: Trees required to be retained which are lost for any reason shall be replaced at a ratio of 3:1. Deciduous trees lost shall be replaced with similar type deciduous trees with 3 inch calipers at planting. Evergreen trees lost shall be replaced with similar type evergreen trees at 8 feet high at planting. In addition, the property owners will pay \$1,000 for each tree lost.

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:

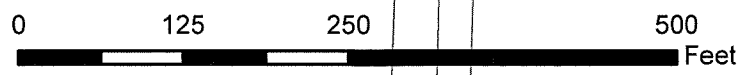
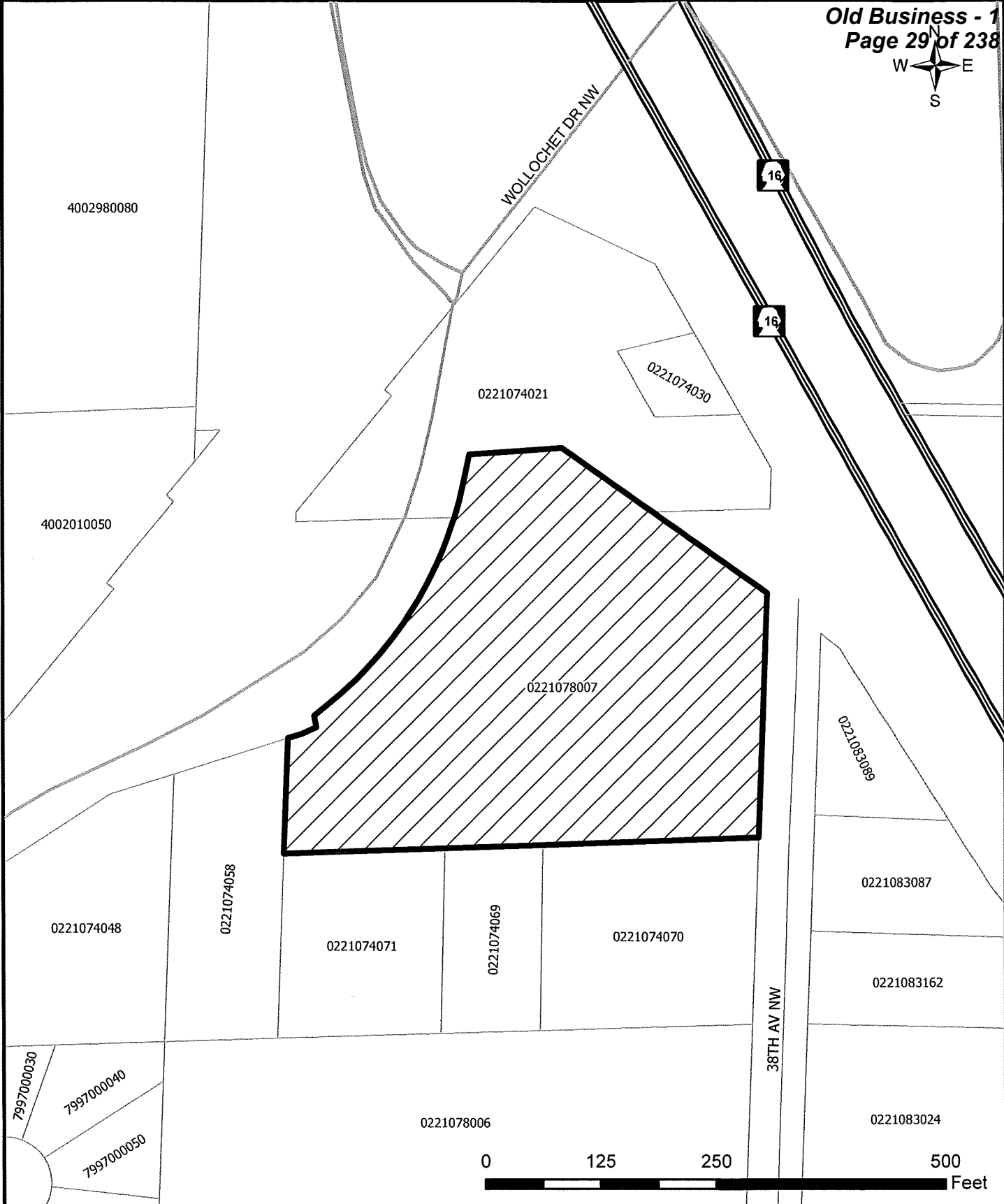
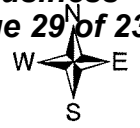
Molly M. Towslee, City Clerk

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.

Exhibit "A"
Application COMP 09-0001:
Wollochet Water System Service
Area Amendment



Wollochet Water Service Area Amendment COMP 09-0001

Exhibit "B"
Application COMP 09-0002:
Parks, Recreation and Open Space
Element

Chapter 10

PARKS, RECREATION AND OPEN SPACE

~~The Gig Harbor Park, Recreation and Open Space Plan (March 2001) is incorporated by reference as the City's Park and Recreation Element under Gig Harbor Ordinance No. 933. The element is bound separately from the remainder of the Comprehensive Plan.~~

~~On December 8, 2008, the City of Gig Harbor added the following properties to the Park and Recreation Element as recent or potential acquisitions (Ordinance No. 1151):~~

- ~~1. The Rohr Property. This property is located on the north side of the bike motocross property. It includes a single family home and the property abuts Crescent Creek on its westerly side. The property was purchased in 2008.~~
- ~~2. The Hoppen Property. This property is located at the mouth of Crescent Creek. The property is almost entirely a wetland that is tidally influenced. The property would be purchased with a combination of City and Conservation Futures funding.~~
- ~~3. Future Park Site Gig Harbor North. The City is looking to acquire a park site in Gig Harbor North. Although no specific site has been identified at this time, it is anticipated that a suitable site may be identified in 2009.~~

This chapter is reserved for the parks, recreation and open space plan. The City has removed the expired 2001 plan and is working on a replacement plan for adoption in the 2010 Comprehensive Plan Amendment Cycle.

Exhibit "C"
Application COMP 09-0003:
Transportation Element

Showing pages with amendments.

- Pierce Transit

The projects proposed in the City of Gig Harbor or the UGA of the City are as follows:

Pierce County

- 36th Street NW (SR16 Trail Spur Connection). The project proposed to widen and construct 6 foot wide shoulders along both sides of 36th Ave. between 22nd Ave. and SR 16. The project will facilitate non-motorized access to the existing Cushman Trail and Scott Pierson Trail currently under construction.
- Jahn Avenue NW /32nd Street /22nd Avenue (SR 16 Trail Spur Connection). The project proposed to widen and construct 6 foot wide shoulders along both sides of the subject roadways. The project will facilitate non-motorized access to the existing Cushman Trail and Scott Pierson Trail currently under construction.

Pierce Transit

- Peninsula Park and Ride (Phase 1). This project is proposed in 2 phases. Phase 1 consists of constructing a new Park and Ride Lot in conjunction with the existing Kimball Drive Park and Ride facility and consists of a new parking lot facility proposed to accommodate 500 to 525 cars. Phase 1 will also include constructing a pedestrian bridge over SR16 to link the new facility with the existing facility located on Kimball Drive.
- Peninsula Park and Ride (Phase 2). The second phase of this project consists of the construction of a median in-line transit station on SR16 located approximately ¼ mile south of Pioneer Way/Wollochet Drive interchange.

Concurrency Ordinance

The City of Gig Harbor requires either the construction of or financial commitment for the construction of necessary transportation improvements from the private or public sector within six years of the impacts of a development. Methods for the City to monitor these commitments include:

- The City keeps a concurrency Traffic Model which tracks cumulatively the proposed development within the City. Utilizing the model, the City evaluates the available capacity and corresponding LOS at intersections throughout the City to determine if transportation concurrency is available for the proposed development. The City periodically updates the Traffic Model which includes calibrating to existing conditions and providing current information to document Transportation Capacity Availability.
- Monitoring intersections for compliance with the City's LOS Standard. The City of Gig Harbor LOS for intersections is LOS D; except for specified intersections in the Downtown Strategy Area and North Gig Harbor Study Area.

Short-Term (2013) Improvements – Range Transportation Improvements

As discussed previously, Gig Harbor, as with all Washington State cities and counties, adopts annually a 6-year transportation improvement program (TIP) that addresses safety, mobility and system continuity issues that are either existing or expected within that 6-year window. As required by state law, the TIP is financially constrained to the revenue for capital improvements expected within that 6-year period from all possible sources (taxes, grants and fees). The financial analysis is provided later in this chapter.

Figure 11-9 illustrates the short-range transportation improvement roadway projects needed in Gig Harbor's to meet acceptable levels of service to accommodate the traffic that is estimated to be generated by the short range growth forecast — 2009-2013 TIP. As shown in the previously presented tables, the short-range transportation improvement projects 2009-2013 TIP addresses the identified-unacceptable LOS identified in the 2013 “No Build” scenario while considering the special LOS standard applied in the “Downtown Strategy Area.” **Table 11-5** summarizes the 2009-2013 short range transportation improvement projects.

Long-Range (2028) Transportation Improvements

Long-range improvements to the roadway, bicycle and pedestrian system were identified both by examining level-of-service deficiencies and through inspection of the existing roadway system considering the expected development of Gig Harbor in realization of the land use element of this comprehensive plan. **Figure 11-10** presents the location and extent of the long-range improvements proposed to address projected level-of-service deficiencies and system continuity needs. **Table 11-6** describes and provides cost estimates for the long-range transportation improvements.

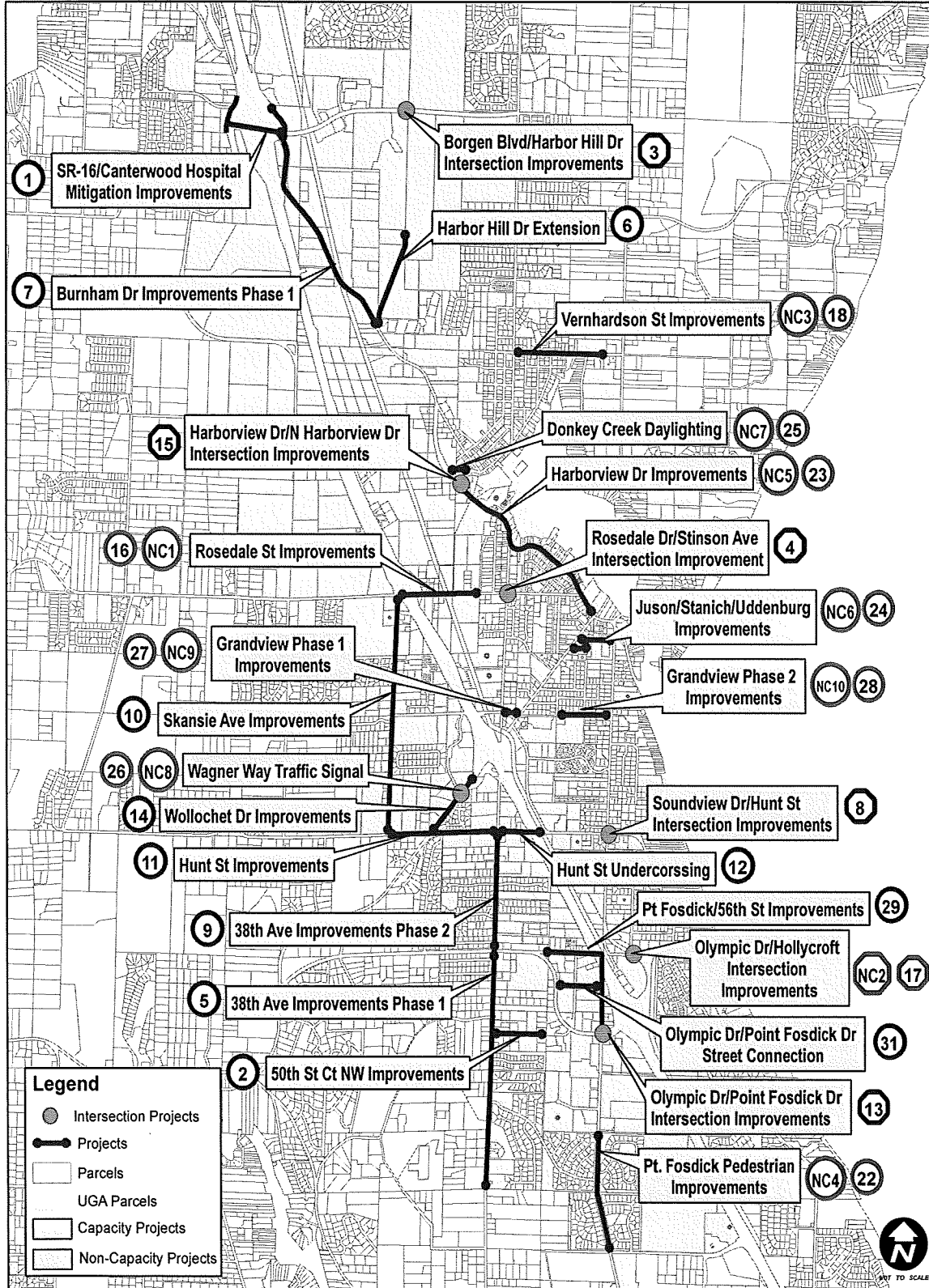


Figure 11-9
Short-Range Transportation Improvement Program



**Table 11-5
Gig Harbor Short-Range Transportation Projects**

No.	Roadway	From	To	Project Description	Estimated Cost (Thousands \$)	Component	Year
1	SR-16/Borgen Blvd	Burnham Drive	Canterwood Blvd	Construct various short term roadway improvements to address concurrency as identified in the 2005 Final EIS for North Gig Harbor	\$11,000	Construction	2009
2	50th St. Cl. NW	Olympic Drive	38 th Street	Construct new 2-lane roadway with curb, gutter and sidewalks on both sides, illumination, storm water system	1,600	Construction	2009
3	Harbor Hill Drive / Borgen Blvd.	Intersection		Construct right-turn slip lane from EB Borgen Blvd to SB Harbor Hill Drive; Construct right-turn slip lane from NB Harbor Hill Drive to EB Borgen Blvd.	64	Engineering	2012-2014
					640	Construction	2012-2014
4	Rosedale Drive / Stinson Avenue	Intersection		Construct left-turn pocket on south leg of Stinson for left turns onto WB Rosedale Dr.; Construct right-turn only lane on north leg of Stinson to WB Rosedale	25	Engineering	2012-2014
					250	Construction	2012-2014
5	38 th Avenue	City Limits	56 th Street	Phase I improvements - Complete design & construction of 2-/3-lane section with left turn pockets, bicycle lanes, curbs & gutters on both sides, landscaped planter strips, sidewalk, storm sewer improvements, provisions for future lighting	890	Engineering	2009-2011
					8,900	Construction	2012-2014
6	Harbor Hill Drive	Terminus	Burnham Drive	Complete the extension of Harbor Hill Drive to Burnham Drive. Private funding.	1,000	Construction	2009-2010
7	Burnham Drive	Harbor Hill Drive Extension	SR 16 interchange	Phase I: Reconstruction, including minor widening, curbs, gutters, sidewalks, storm water improvements, landscaped planer strips and lighting.	1,000	Construction	2011
8	Soundview Drive / Hunt Street	Intersection		Construct new traffic signal at the intersection with associated left turn pockets	60	Engineering	2011
					600	Construction	2012-2014

Table 11-5 (Continued) Gig Harbor Short-Range Transportation Projects							
No.	Roadway	From	To	Project Description	Estimated Cost (Thousands \$)	Component	Year
9	38 th Avenue	56 th Street	Hunt Street	Phase II - Complete design & construction of 2-/3-lane section with left turn pockets, bicycle lanes, curbs & gutters on both sides, landscaped planter strips, sidewalk, storm sewer improvements, provisions for future lighting	480	Engineering	2009-2011
					4,800	Construction	2012-2014
10	Skansie Avenue	Rosedale Street	Hunt Street	Minor widening to provide curb, gutter, storm water improvements, bicycle lanes and sidewalks on both sides of street	860	Engineering	2010
					8,600	Construction	2011
11	Hunt Street	Skansie Avenue	38 th Street	Preliminary design of a 2-/3-lane section with median and/or left turn pockets, bicycle lanes, curbs, gutters, sidewalks and landscaped planter strip	480	Engineering	2012-2014
12	Hunt Street Undercrossing	Hunt Street	Kimball Street	Construct a new undercrossing connecting both sides of Hunt Street across SR-16	560	Engineering	2012-2014
					5,600	Construction	2012-2014
13	Olympic Drive / Point Fosdick Drive	Intersection	Intersection	Construct right-turn only lane on NB Pt. Fosdick Drive and construct a dedicated right-turn lane to SR-16 EB on-ramp	40	Engineering	2009
					400	Construction	2010
14	Wollochet Drive	Hunt Street	Approximately 220 feet from Hunt Street	Widen roadway on one side to provide for 11-foot lane. This project completes corridor improvements provided by development	60	Engineering	2010
					600	Construction	2012-2014
15	Harborview Drive / N. Harborview Drive	Intersection	Intersection	Construction new modern roundabout at the current location of the intersection	150	Engineering	2010
					1,500	Construction	2011

Table 11-5 (Continued) Gig Harbor Short-Range Transportation Projects							
No.	Roadway	From	To	Project Description	Estimated Cost (Thousands \$)	Component	Year
16	SR-16/Olympic Dr.		Intersection	Widen to provide exclusive right-turn lane on east approach. Convert one existing through-lane on east approach to shared through-left turn lane. Adjust signal phasing as required.	75	Engineering	2012-2014
					750	Construction	2012-2014
17	Burnham Dr./Harbor Hill Dr.		Intersection	Reconfigure intersection to a modern roundabout	200	Engineering	2010
					2000	Construction	2011
18	Rosedale St. / Skansie Av.		Intersection	Widen to provide left-turn lanes on east and west approaches	25	Engineering	2011
					250	Construction	2012-2014
19 (NC1)	Rosedale St.	Skansie Av.	Shirley Av.	Minor widening to provide 2-through lanes, channelization, left-turn pockets, bicycle and sidewalks on both sides of street	340	Engineering	2010
					3400	Construction	2011
20 (NC2)	Olympic Drive / Hollycroft Street		Intersection	Convert existing 2-way traffic on spur street that connects Olympic Drive with Hollycroft Street in the SE quadrant of the intersection to one-way NB traffic. Angled parking to be added to spur to support the park to the SE of the spur.	2	Engineering	2012-2014
					24	Construction	2012-2014
21 (NC3)	Vernhardson St.	City Limits	Peacock Hill Av	Pavement restoration and/or overlay, storm sewer, curbs, gutters and sidewalk(s), bicycle lanes (east of N. Harborview Drive)	375	Engineering	2012-2014
22 (NC4)	Pt. Fosdick Pedestrian Improvements	Harbor County Dr.	36th	Add sidewalk and bioswale along Point Fosdick Drive	100	Engineering	2010
					1000	Construction	2011

**Table 11-5 (Continued)
Gig Harbor Short-Range Transportation Projects**

No.	Roadway	From	To	Project Description	Estimated Cost (Thousands \$)	Component	Year
23 (NC5)	Harborview Drive	N. Harborview	Pioneer Dr.	Downtown beautification. Provide landscaping and pedestrian benches at key intersections	10	Engineering	2011
					90	Construction	2012-2014
24 (NC6)	Judson/ Stanich/ Uddenburg			Downtown beautification. Provide landscaping, pedestrian improvements, beautification, pavement rehabilitation	190	Engineering	2012-2014
					1900	Construction	2012-2014
25 (NC7)	Donkey Creek Daylighting.	N. Harborview	Harborview Dr.	Street and bridge improvements.	1,845 205	Construction Engineering	2009-2010
26 (NC8)	Wagner Way Traffic Signal	Wagner Way	Wollochet Dr.	Traffic signal at Wollochet Dr and Wagner Way.	270 30	Construction Engineering	2008
27 (NC9)	Grandview Phase 1 Improvements	Stinson Ave.	Pioneer Way	Road, stormwater, and lighting improvements.	450 50	Construction Engineering	2010
28 (NC10)	Grandview Phase 2 Improvements	Soundview Dr.	McDonald Ave.	Road, stormwater, and lighting improvements.	774 86	Construction Engineering	2008-2009
29	Pt Fosdick/ 56 th Improvements	Pt. Fosdick Dr.	56 th St.	Sidewalk and roadway improvements.	3,600 400	Construction Engineering	2010
Estimated Cost Summary (in thousands)						Engineering	\$6,357
						Construction	\$56,077
						Total	\$62,434
<p><i>Note: The numbering of projects should not be considered fully indicative of the relative importance or timing of the projects. Projects are programmed based on known commitments and funding. Depending on future funding opportunities, higher number projects may be constructed sooner than lower number projects. Numbers 25 through 29 incorporated from the City's adopted transportation CIP with cost estimates provided by City staff.</i></p> <p><i>Source: "Proposed Six Year Transportation Improvement Program From 2009 to 2014" (Draft) City of Gig Harbor Washington, July 15, 2008</i></p>							

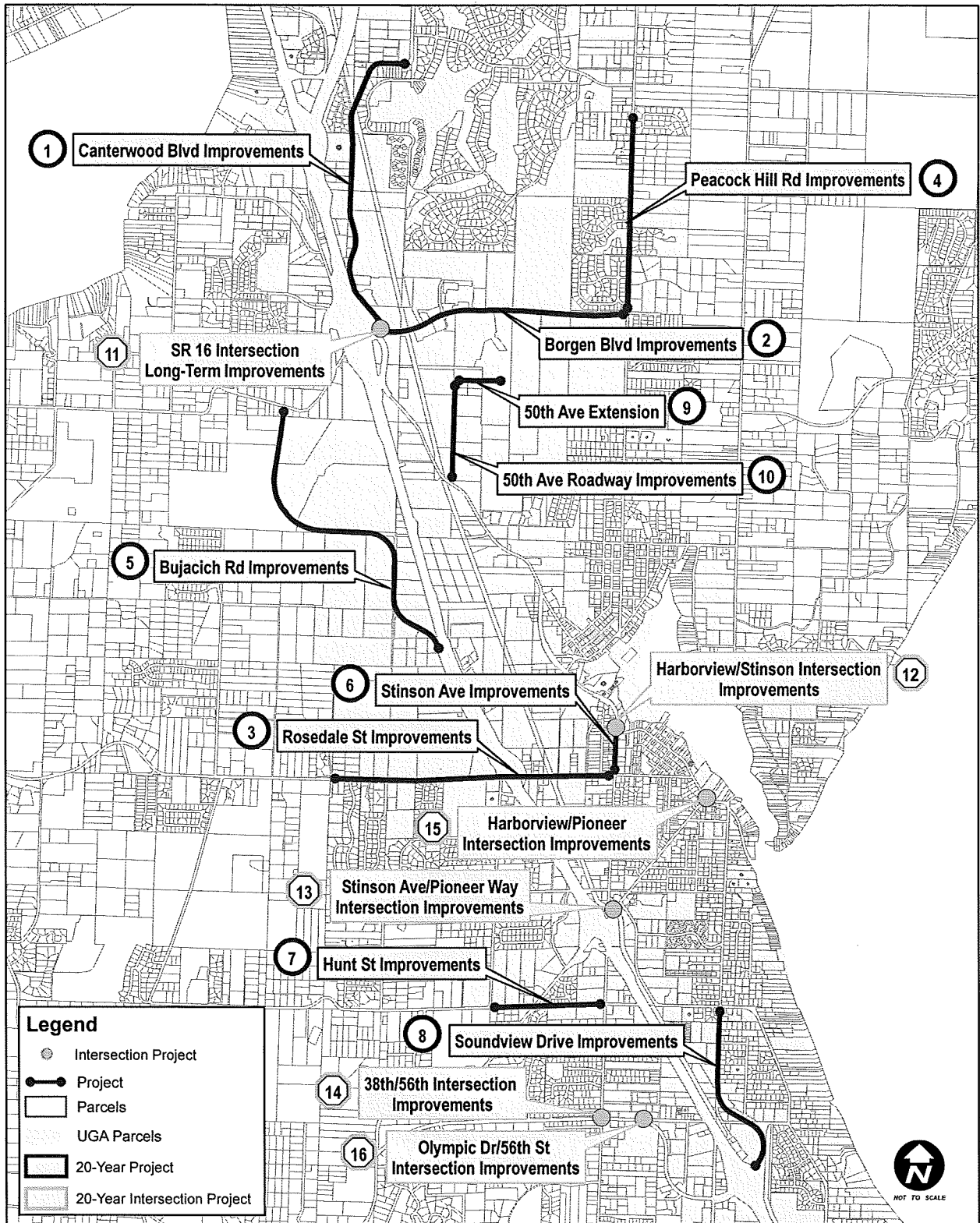


Figure 11-10
Long-Range Transportation Improvement Program



**Table 11-6
Gig Harbor Long-Range Transportation Projects**

No.	Roadway	From	To	Project Description	Purpose	Estimated Cost (Thousands \$)
1	Canterwood Boulevard NW	SR-16 WB Roundabout	54 th Avenue NW	Add lanes to existing roadway to provide a 4-through lane cross-section	Address projected LOS deficiency	\$8,000
2	Borgen Boulevard	Peacock Hill Avenue	Burnham Drive NW	Widen roadway to 7-lane section with raised median and turn pockets at intersections	Address projected LOS deficiency	6,600
3	Rosedale Street NW	Skansie Avenue	58 th Avenue NW	Phase I – Widen to standard	Address projected LOS deficiency Upgrade to urban standards	3,200
		Skansie Avenue	Stinson Avenue	Phase II – Widen	Address projected LOS deficiency	2,300
4	Peacock Hill Avenue	Borgen Boulevard	127 th Street NW	Widen to 5 lane section (with two-way center left-turn lane)	Address projected LOS deficiency. Address existing local street pattern	4,100
5	Bujacich Road NW	Sehmel Drive NW	89 th Street NW	Widen to three-lane section (with two-way center left-turn lane)	Address projected LOS deficiency. Address access requirements of expected development	6,900
6	Stinson Avenue	Rosedale Street NW	Harborview Drive	Implement selected widening for left-turn storage. Project should be refined with operational analysis when programmed on 6-Year TIP. Existing corridor LOS deficiency acceptable under Downtown Strategy Area LOS policy.	Manage access to preserve existing capacity and avoid widening.	220

Table 11-6 (Continued) Gig Harbor Long-Range Transportation Projects						
No.	Roadway	From	To	Project Description	Purpose	Estimated Cost (Thousands \$)
7	Hunt Street NW	Skansie Avenue	38 th Avenue NW	Widen to 3-lane section (with two-way center left-turn lane).	Address projected LOS deficiency	2,300
8	Soundview Drive	SR-16 WB Ramp	Hunt Street NW	Implement selected widening for left-turn storage and access management program. Project should be refined with operational analysis when programmed on 6-Year TIP.	Address projected LOS deficiency.	700
9	New Road	50 th Avenue	Harbor Hill Drive	C-3 facility identified in the North Gig Harbor Final SEIS. The majority of this roadway is most likely to be provided with development by development.	System completion	1,100
10	50 th Avenue	New Road (C-3)	Burnham Drive	50 th Avenue identified in the North Gig Harbor Final SEIS. The majority of this roadway is most likely to be provided with development by development.	System completion	2,300
<i>Intersection Projects</i>						
No.	Intersection			Project Description	Purpose	Estimated Cost (Thousands \$)
11	SR 16 / Burnham Interchange Ramp Terminus and SR 16 / Borgen Boulevard Interchange Ramp Terminus			Rebuild interchange per Level III study (ongoing) For purposes of this plan, an interchange replacement in place was assumed.	Address projected LOS deficiency	56,000
12	Harborview Drive / Stinson Avenue			Signalize intersection (under semi-actuated control)	Address projected LOS deficiency	660
13	Stinson Avenue / Pioneer Way			Signal upgrade: - Provide protected left-turns - Widen to add right-turn exclusive lane on east and west approaches Widen for double-left turn lanes on east approach	Address projected LOS deficiency	330

Table 11-6 (Continued)
Gig Harbor Long-Range Transportation Projects
Intersection Projects (Continued)

No.	Intersection	Project Description	Purpose	Estimated Cost (Thousands \$)
6	38 th Avenue NW/56 th Street NW	Signal modification to adjust phasing plan (after detailed operational analysis)	Address projected LOS deficiency	150
7	SR 16/Olympic Drive NW	Widen to provide exclusive right-turn lane on east approach. Convert one existing through-lane on west approach to shared through-left turn lane. Adjust signal phasing as appropriate	Address projected LOS deficiency	440
Total Estimated Cost (thousands)				\$88,100

Source: "Analysis of Recommended Gig Harbor 20-Year Transportation Facility Plan" July 1, 2008

It should be noted that the analysis of model link volumes would suggest the following road widening projects. As a policy, the comprehensive plan recognizes these link deficiencies and finds them acceptable in light of the high probability of unacceptable environmental impacts (both to the built and natural environment) that would result.

Table 11-7
Potential 20-Year Projects NOT Recommended

Harborview Drive	N. Harborview Drive	Pioneer Way	No project recommended. LOS deficiency is acceptable under Downtown Strategy Area LOS policy.
N. Harborview Drive	Peacock Hill Avenue	Harborview Drive	No project recommended. Addressing LOS deficiency would have severe impacts on built and natural environment along roadway.

Table 11-11. Capacity Projects – Six-Year Short Range Transportation Projects Improvement Program**2009 to 2010**

TIP #	Description	Estimated Cost
1	SR-16/Borgen Blvd	\$11,000,000
2	50 th St Ct NW Improvements	1,600,000
3	Harbor Hill/Borgen Intersection Improvements	704,000
4	Rosedale/Stinson Intersection Improvements	275,000
5	38 th Ave Improvements Phase 1	9,790,000
6	Harbor Hill Drive Extension	1,000,000
7	Burnham Dr Phase 1	1,000,000
8	Soundview/Hunt Intersection Improvements	660,000
9	38 th Ave Improvements Phase 2	4,848,000
10	Skansie Ave Improvements	9,460,000
11	Hunt St (engineering only)	480,000
12	Hunt St Undercrossing	6,160,000
13	Olympic/Fosdick Intersection Improvements	440,000
14	Wollochet Dr Improvements	660,000
15	Harborview/N Harborview Intersection Improvements	1,650,000
16	SR-16/Olympic Dr. Intersection Improvements	825,000
17	Burnham Dr/Harbor Hill	2,200,000
18	Rosedale St./ Skansie Avenue Intersection	275,000
29	Pt. Fosdick/56 th Improvements	4,000,000
Total Costs	(Capacity projects only)	\$56,028,000

Summary of Costs and Revenues

Based on the revenues and costs listed above, the proposed transportation element improvements are affordable within the City's expected revenues for transportation capital costs. **Table 11-12** summarizes costs and revenues for the six and twenty year periods analyzed in the transportation element. It is important to note that the revenues portrayed include the proceeds of additional debt issues for the six year improvement timeframe. This is based upon a City assumption that additional debt will be necessary to fully fund the transportation improvement program. The new

SECTION 7. GOALS AND POLICIES

The transportation goals contained in this element are:

- Create an Effective Road and Sidewalk Network.
- Create an appropriate balance between transportation modes where each meets a different function to the greatest efficiency.
- Design and Construction Standards
- Level of Service Standards
- Air Quality

GOAL 11.1: CREATE AN EFFECTIVE ROAD AND SIDEWALK NETWORK.

The City of Gig Harbor shall plan for an effective road network system.

Policy 11.1.1 Complete development of the arterial road grid serving the planning area.

Policy 11.1.2 Develop a trans-highway connector across SR-16 at Hunt Street.

Policy 11.1.3 Establish a functional classification system which defines each road's principal purpose and protects the road's viability.

Policy 11.1.4 Develop an arterial and collector system which collects and distributes area traffic to SR-16.

Policy 11.1.5 Define a collector road system which provides methods for transversing the neighborhoods, districts and other places within the area without overly congesting or depending on the arterial system or any single intersection.

Policy 11.1.6 Establish effective right-of-way, pavement widths, shoulder requirements, curb-gutter-sidewalk standards for major arterials, collectors and local streets.

Policy 11.1.7 Improve collector roads in the planning area to provide adequate capacity for present and future projected traffic loads, pedestrian and bicyclist activities.

Policy 11.1.8 Work with downtown property owners to determine an effective parking plan, which increases on-street parking.

Policy 11.1.9 Provide planning and design assistance in establishing a local parking improvement district for the downtown area.

~~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~~

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.

GOAL 11.2: MODAL BALANCE

Exhibit “D”
Application COMP 09-0007:
Stormwater Comprehensive Plan

A copy of the “Stormwater Comprehensive Plan – October 2009” is located in the Public Works Department.

Exhibit “E”
Application COMP 09-0008:
Wastewater Comprehensive Plan

A copy of the “Wastewater
Comprehensive Plan – November 2009”
is located in the Public Works
Department.

Exhibit “F”
Application COMP 09-0009:
Water System Plan

A copy of the “Water System Plan – 2008” is located in the Public Works Department.

Exhibit “G”
Application COMP 09-0010:
Capital Facilities Element

Chapter 12

CAPITAL FACILITIES

INTRODUCTION

A Capital Facilities Plan is a required element under the State Growth Management Act, Section 36.70A.070 and it addresses the financing of capital facilities in the City of Gig Harbor and the adjacent urban growth area. It represents the City and community's policy plan for the financing of public facilities over the next twenty years and it includes a six-year financing plan for capital facilities. The policies and objectives in this plan are intended to guide public decisions on the use of capital funds. They will also be used to indirectly provide general guidance on private development decisions by providing a strategy of planned public capital expenditures.

The capital facilities element specifically evaluates the city's fiscal capability to provide public facilities necessary to support the other comprehensive plan elements. The capital facilities element includes:

- Inventory and Analysis
- Future Needs and Alternatives
- Six-Year Capital Improvement Plan
- Goals, Objectives and Policies
- Plan Implementation and Monitoring

Level of Service Standards

The Capital Facilities Element identifies a level of service (LOS) standard for public services that are dependent on specific facilities. Level of service establishes a minimum capacity of capital facilities that must be provided per unit of demand or other appropriate measure of need. These standards are then used to determine whether a need for capacity improvements currently exists and what improvements will be needed to maintain the policy levels of service under anticipated conditions over the life of the Comprehensive Plan. The projected levels of growth are identified in the Land Use and Housing Elements.

Major Capital Facilities Considerations and Goals

The Capital Facilities Element is the mechanism the city uses to coordinate its physical and fiscal planning. The element is a collaboration of various disciplines and interactions of city departments including public works, planning, finance and administration. The Capital Facilities Element serves as a method to help make choices among all of the possible projects and services that are demanded of the City. It is a basic tool that can help encourage rational decision-making rather than reaction to events as they occur.

The Capital Facilities Element promotes efficiency by requiring the local government to

prioritize capital improvements for a longer period of time than the single budget year. Long range financial planning presents the opportunity to schedule capital projects so that the various steps in development logically follow one another respective to relative need, desirability and community benefit. In addition, the identification of adequate funding sources results in the prioritization of needs and allows the tradeoffs between funding sources to be evaluated explicitly. The Capital Facilities Plan will guide decision making to achieve the community goals as articulated in the Vision Statement of December, 1992.

INVENTORY AND ANALYSIS

The inventory provides information useful to the planning process. It also summarizes new capital improvement projects for the existing population, new capital improvement projects necessary to accommodate the growth projected through the year 2010 and the major repair, renovation or replacement of existing facilities.

Inventory of Existing Capital Facilities

Wastewater System Facilities

Existing Capital Facilities

~~The City's waste water treatment facility is located on five acres, west of Harborview Drive at its intersection with North Harborview Drive. The principal structure on the site consists of a 2,240 square foot building which houses the offices, testing lab and employee lunch room. The treatment facility consists of an activated sludge system which provides secondary level treatment of municipal sewage. After treatment, the effluent is discharged into Gig Harbor Bay via a submarine outfall pipe. The system was upgraded in 1996 to its present capacity of 1.6 MGD. The existing facility is very near actual capacity at historical month and peak flow of 1.1 MGD and 2.0 MGD, respectively. A proposed 2.4MGD expansion of the treatment plant is anticipated to provide sufficient capacity through the 20 year planning horizon.~~

~~A 2003 and a 2007 report by the Cosmopolitan Engineering Group, Inc analyzed the operation, maintenance, and capacity problems at the treatment plant, including odor and noise complaints. The report proposed a number of phased system improvements that have been incorporated in the wastewater capital improvement program.~~

~~The existing collection system serves a population of 6,820 and includes approximately 141,000 feet of gravity pipe, 27,000 feet of force main, 13 lift stations. Detailed descriptions of the existing sewer system, including location and hydraulic capacities, are found in the Gig Harbor Wastewater Comprehensive Plan (2002).~~

~~The downtown portion of the collection system was constructed under ULID No.1 in the mid-1970s. ULID No. 2 was constructed in the late 1980's to serve areas to the South of Gig Harbor, including portions of Soundview Drive, Harbor County Drive, Point Fosdick Gig Harbor Drive,~~

56th Street NW, 32nd Avenue, and Harborview Drive. ULID No. 3 was constructed in the early 1990's to connect the Gig Harbor collection system to points north including portions of Burnham Drive NW and 58th Avenue NW.

Gig Harbor's original collection system, constructed in 1974-1975, served the downtown area and an area south of downtown. The original system was called Utility Local Improvement District (ULID) #1 and included six lift stations. ULID #2 was constructed to the south of ULID #1 in 1988 to serve south Gig Harbor including portions of Soundview Drive, Harbor Country Drive, Point Fosdick Drive, and Olympic Drive. ULID #3 was constructed north of ULID #1 in 1992 to serve North Gig Harbor including the area along Burnham Drive north of Harborview Drive, the Washington State Women's Corrections Center off Bujacich Drive, and the Purdy area including the Peninsula School District campus in Purdy.

Further expansions of the City's collection system were built under development agreements and as mitigation conditions of proposed development through the state environmental policy act (SEPA) process. As of 2009 the City's collection system consisted of approximately 150,000 feet of gravity sewers, 32,000 feet of sewer force mains, and 15 lift stations.

The City's wastewater treatment plant (WWTP) is located on five acres, west of Harborview Drive at its intersection with North Harborview Drive. The original WWTP was brought online to provide secondary treatment of municipal sewage in 1975. The original WWTP had a design capacity of 0.45 million gallons per day (MGD) with an average organic loading of 700 lbs BOD₅/day. In 1988, the WWTP was expanded to treat 0.7 MGD and an average organic loading of 1,800 lbs BOD₅/day. The WWTP was expanded again in 1996 to treat 1.0 MGD and permitted to treat a capacity of 1.6 MGD and an average organic loading of 3,400 lbs BOD₅/day. In 2009 the City started construction of Phase I of additional improvements to the WWTP to expand the treatment capacity to the permitted capacity.

The WWTP consists of the following major components: influent flow meter, influent screens, screening press, aeration basins, blowers, secondary clarifiers, return activated sludge pumps, waste activated sludge pump, aerobic digester, digested sludge pumps, sludge dewatering centrifuge, chlorinators, chlorine contact tanks, dechlorination system, and effluent discharge pumps. Effluent from the WWTP is piped through an outfall that discharges in to Gig Harbor.

In addition to sewer service within the Gig Harbor UGA, the City of Gig Harbor owns, operates, and maintains a septic system for the Shorecrest Development along Ray Nash Drive NW Ray Nash Development, located about 5 miles west of the City. The Shorecrest septic system Ray Nash is a 12-unit development with an on-site septic system and pressurized drainfield. The City also maintains an on-site septic system for the Olympic Theater.

Level of Service

The City introduced a requirement in May 2006 through Ordinance #1044 for most new development and redevelopment projects to request a portion of the treatment capacity at the City's wastewater treatment plant (WWTP) through the sewer capacity reservation certificate

(CRC) process. Since the WWTP has limited capacity to treat wastewater, the City identifies by way of the sewer CRC process those projects that the City's WWTP has adequate public wastewater facilities to treat.

In August 2007 the City released a statement indicating the City may not be able to grant any additional sewer CRCs until a planned expansion project at the WWTP is completed. Upon completion of design on Phase 1 expansion at the WWTP the City started construction of the design improvements in 2009 with the intent of providing additional treatment capacity.

Forecast of Future Needs

The City has used a demographics forecasting allocation model (DFAM) to forecast future population growth on undeveloped and underdeveloped parcels within the City's urban growth area (UGA). The primary input to the DFAM was a result of the City's Buildable Lands Analysis. The resulting population growth was then correlated to the generation of sewer flows to provide an estimate of the distribution of sewer flows throughout the City's UGA. These forecasted flows and descriptions of future wastewater needs are described further in the City's Wastewater Comprehensive Plan.

Future Wastewater Collection Needs

The City's collection system is planned at full build-out to expand to the limits of the UGA. The collection system has been divided into a total of 21 topographic basins, also known as sewer basins. At build-out each sewer basin will have one sewer pump station and a mixture of sewer gravity mains and sewer force mains. The design and construction of undeveloped and underdeveloped sewer basins may be financed by developers as conditions of SEPA or land use approval, and/or utility local improvement districts (ULIDs).

As noted above in the description of the existing capital facilities, the City's core area has an established sewer collection system. Some areas within the City's UGA are capable of having sewer flows conveyed through the use of gravity to existing sewer lift stations. However, in most areas the future development of the City's sewer collection system will occur in areas beyond the City's core area. These areas have a topographic low point where wastewater must be collected and pumped and may require construction of a new sewer pump station, also known as a lift station. Only one lift station shall be utilized in each sewer basin.

In situations where a new sewer lift station must be constructed two scenarios exist. The first scenario is where no lift station is located in the sewer basin. The proposed development activity shall design and construct a new lift station that will collect sewer flows from the proposed development and all future development upstream in the sewer basin.

The second scenario is where an existing lift station is already located in the sewer basin but the proposed development activity is located lower in elevation than the existing lift station. The proposed development activity shall design and construct a new lift station that will collect sewer flows from the existing lift station, the proposed development and all future development upstream in the sewer basin. The existing lift station would then be demolished.

Due to the likely potential for mechanical and electrical failures and the complications that arise when these failures occur, developments shall maximize gravity flows while minimizing the use of lift stations and grinder pumps.

Only developments lower in elevation than an existing lift station or gravity main AND lower in elevation that the path of sewer main construction may, upon approval of the Public Works Director, use grinder pumps in lieu of constructing a new lift station.

The City's Public Works Department provides continuous maintenance of the existing collection system. Future needs of the existing collection system are mostly limited to projects requiring rehabilitation of the lift stations. However, through the modeling of projected wastewater flows, no projects have been identified in the short term as necessary to increase the capacity of a gravity sewer main. Funding for the ongoing maintenance of the existing collection system, including rehabilitation of existing lift stations and replacement of existing sewer mains may be funded by utility connection fees and utility rates.

Specific facility improvements anticipated to accommodate the upcoming six year planning period are listed in Table 12.5.

Future Wastewater Treatment Plant Needs

To treat wastewater flows and waste load projections for the anticipated 20 year planning horizon the City will need to increase the permitted capacity of the treatment plant. With the construction of the Phase I improvements to the WWTP in 2009, the City anticipates the need for completing the design and construction of the Phase II WWP improvements and extending the marine portion of the wastewater outfall into Colvos Passage to receive approval on an increased wastewater discharge.

Reclaimed Water Investigation.

The State has identified reclaimed water as an important water resource management strategy that can offer benefits related to potable water supply, wastewater management, and environmental enhancement. The City has acknowledged the State's acceptance and promotion of reclaimed water as being a viable and important water resource management tool through the adoption of a comprehensive plan goal for the wastewater utility to explore options to create reclaimed water. Table 12.5 identifies an annual project for the study and investigation of wastewater reuse and reclaimed water.

~~In order to provide service to the urban growth area within 20 years, the City's sewer system of Gig Harbor will need to be extended its system into areas that currently do not have sewers. Collection system expansions will be financed by developer fees and/or utility local improvement districts (ULIDs), and maintained by the City. A conceptual plan for extending sewers into the unsewered parts of the city and urban growth area is included in the City's Wastewater Comprehensive Plan (2002). Individual basins in the unsewered areas were prioritized as 6-year or 20-year projects based on anticipated development.~~

~~The service area as configured in 1999 represented 2,270 equivalent residential units (ERUs).~~

By 2019, this total is projected to reach 8,146 ERUs within the existing service area boundaries, with an additional 11,219 in the currently unsewered areas, for a system wide total of 19,365 ERUs. Specific facilities improvements required to accommodate the short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

With completion of the proposed treatment plant expansion and other proposed system improvements, no significant capacity issues are anticipated through the 2022 planning horizon.

Water System

Existing Capital Facilities

The City's of Gig Harbor Wwater Ssystem, and limited by its retail water service area (RWSA), is are unique in that many residents within the City limits and the City's UGA receive water service from adjacent water purveyors. Approximately 35% of the population within the City limits and City's UGA receives water from the City, and the remainder within the City limits and City's UGA receive water from other water purveyors or from private wells. Over 6,300 of the 12,113 people (52%) within the City's UGA and over 500 people within the City limits receive water from water purveyors other than the City.

The City of Gig Harbor Water System was originally built in the late 1940's. Today, the City's RWSA encompasses approximately 4.4 square miles with 1,927 service connections serving approximately 4,700 people. The City operates six groundwater wells that supply water to its water service customers, and has more than 37 miles of pipeline and six reservoirs located around the City. Summaries of the City's well source supply and storage facilities are provided in Table 12.1 and Table 12.2, respectively, below. The City also provides wholesale water service to multiple customers outside the City's RWSA, and has an emergency intertie with one purveyor. The system has experienced considerable growth and served 1,391 connections and a service area population of 5,636 in 1999, including the Washington Corrections Center for Women and the Shore Acres Water System.

The City owns and draws water from six wells. The City's wells have a combined capacity of 2,705 gallons per minute (GPM) and are exclusively groundwater wells.

Table 12.1 - Summary of Well-Existing Source Supply

Well No.	Location (Sec-Twnshp-Rge)	Date Drilled	Capacity (GPM)	Depth (Ft.)	Status
1	8-21N-2E	1949	120N/A	246 320	Inactive Abandoned
2	32-22N-2E	1962	280 330	116 121	Active-In Use
3	17-21N-2E	1978	750 625	745 920	Active-In Use
4	8-21N-2E	1988	200 230	399 443	Active-In Use
5	7-21N-2E	1990	543 500	705 818	Active-In Use
6	7-21N-2E	1991	975 1,000	566 600	Active-In Use
7	31-22N-2E	N/A	40 N/A	393	Inactive Class B

8	17-21N-2E	1965	20	231 240	Well Active In Use
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Source: City of Gig Harbor Water Facilities Inventory (WFI) Report, 2008-1998; DOE Water Right Certificates

The City also has six storage facilities with a combined capacity of 4,550,000 gallons as shown in Table 12.2. Recently, a 2.4 million gallon storage reservoir was constructed in 2006. The tank was privately constructed as a condition of a pre-annexation agreement for Gig Harbor North. Upon completion, the facility was turned over to the City.

Table 12.2 - Summary of Existing Storage Facilities

Storage Facility	Associated with Well No.	Total Capacity (gallons)	Base Elevation (ft)	Overflow Elevation (ft)
East Tank	2	250,000	304	320
Harbor Heights Tanks ⁽¹⁾	4	500,000	290	320
<u>1</u> Harbor Heights Tank 2	<u>4</u>	<u>250,000</u>	<u>290</u>	<u>320</u>
Shurgard Tank	3	500,000	339	450
Skansie Tank	5 & 6	1,000,000	338	450
Gig Harbor North Tank	None	2,300,000	301	450
Total		4,640,000		

(1) There are two Harbor Heights tanks, each with a volume of 250,000 gallons.

Source: City of Gig Harbor 2009 Water System Comprehensive Plan

As with most municipalities, the City’s water distribution system has developed continuously as demands and the customer base have grown. This evolution has created a distribution system comprised of pipes of various materials, sizes, and ages. Some areas of the City have pipe materials, sizes, and age that do not meet current construction standards or underperform. The City’s distribution system is comprised primarily of six-inch and eight-inch pipe. Ten-inch and twelve-inch pipes are located mostly at reservoir and pump outlets in order to maximize flows to the distribution system. There is also a 16-inch main along Skansie Avenue that serves the City maintenance shops and the Washington Correctional Center for Women facility in the Purdy area of the City’s UGA. Approximately five percent of the system consists of four-inch pipe. The City is systematically replacing these undersized lines as budget allows. The City is also replacing older asbestos cement (AC) lines with ductile iron pipe as budget allows.

A detailed description of the existing water supply system may be found in the City of Gig Harbor Comprehensive Water System Plan (2001).

Level of Service

The City introduced a requirement in January 2001 through Ordinance #862 for most new development and redevelopment projects to request a portion of capacity of the City’s water system through the water capacity reservation certificate (CRC) process. Since the City has limited capacity to withdraw water, the City identifies by way of the water CRC process those

projects that the City's water system has adequate public facilities to treat.

Forecast of Future Needs

The water use projections for the existing service area indicate an increase from 5,636 people in 2000 to 7,590 people in 2019. Projected populations for the City's new service area are estimated at an additional 4,650 people by 2019.

The City has used a demographics forecasting allocation model (DFAM) to forecast future population growth on undeveloped and underdeveloped parcels within the City's RWSA. The primary input to the DFAM was a result of the City's Buildable Lands Analysis. The resulting population growth was then correlated to the generation of water demands to provide an estimate of the water demands throughout the City's UGA. These forecasted water demands are described further in the City's Water System Plan.

The City has used results of the DFAM and water system modeling to analyze future demands and the resulting impacts to the City's water supply, distribution system, and storage.

The City's planned water supply meets the short-term projected demands. However, it is the City's goal to meet the maximum day water demand with the largest source out of service. This increases the City's reliability and redundancy of their water supply system. Currently the City's water system cannot meet this goal. Therefore additional sources, including up to two new deep aquifer wells and one shallow aquifer well, are planned to meet this goal. The deep aquifer wells may produce up to 1,000 acre-ft per year and 1,000 gallons per minute each and are denoted as Well No. 9 (adjacent to the Gig Harbor North reservoir), Well 11 (adjacent to the Skansie reservoir) or Well 12 (adjacent to the Harbor Heights reservoirs). The shallow aquifer well may produce up to 750 acre-ft per year and 500 gallons per minute and is denoted as Well No. 10 (located within Crescent Creek Park).

The City's water distribution system is generally strong. The strong water system is, in part, due to the replacement of undersized pipes and the replacement of older asbestos cement (AC) water mains. As a result the programming is continued for systematic replacement of undersized pipes to meet minimum fire flows and replacing older AC water mains with either ductile iron pipe or polyvinyl chloride (PVC) pipe.

Analysis of the existing storage facilities in the City of Gig Harbor Water System Plan indicates that the City can meet all of its storage needs through the 20-year planning horizon with existing facilities by nesting standby storage and fireflow storage. Consequently the City is not currently planning for additional storage facilities in the 20-year planning horizon. However, development in the Gig Harbor North area will require additional storage to supply future connections in this area. The City plans to construct a 500,000-gallon, ground-level steel tank near the existing maintenance shop on Skansie Avenue.

Planned improvements for the distribution system generally include AC pipe replacement and capacity upgrades to provide fireflow.

The City has recently been granted an additional water right of 1,000 gallons per minute, sufficient to serve about 2,547 additional equivalent residential units. With other planned water system improvements and programmatic measures, the City anticipates sufficient water supplies through 2019. Specific facilities improvements required to accommodate the upcoming six-year planning period short-term (6-year) and long-term (20-year) growth are listed in Table 12.5.

Parks, and Recreation & Open Space Facilities

Existing Facilities

The City has a number of public park facilities, providing a range of recreational opportunities. These facilities are listed in Table 12.3 and described in greater detail below.

Table 12.3. Existing Park Facilities

Facility	Size (Acres)	Location	Type of Recreation
City Park at Crescent Creek	9.85 8	Vernhardson Street	Active; Park, athletic facilities, play fields Passive; picnic area
Jerisich Dock	1.5	Rosedale Street at Harborview Drive	Moorage; water access; fishing
Grandview Forest Park	8.8	Grandview Drive	Passive; trail system
Old Ferry Landing	0.1	Harborview Drive, east end	Passive; view point
Donkey Creek Park	0.96 acre 1.3	Located at the intersecting parcel defined by Austin Street, Harborview Drive and North Harborview Drive	Passive; historical, scenic, nature area
Eddon Boat Park	2.9	Located at the intersection of Stinson Avenue and Harborview Drive.	Passive; historical.
Wilkinson's Homestead	16.3	Rosedale Street	Passive;; Historical, walking trail, <u>community garden</u>
Tallman's Wetlands	16.0	Wollochet Drive NW	Passive;; Trails
WWTP (Wastewater Treatment Plant)	9.3	Burnham Drive	Passive; (<u>proposed</u>) walking trails Active; (<u>proposed</u>) hike, bike and horse trails
Wheeler Street ROW end	0.4	Vernhardson Street	Passive; beach access
Bogue Viewing Platform	0.4	North Harborview Drive	Passive; picnic area
Finholm Hillclimb	0.4	Fuller Street between Harbor Ridge Middle School and the Northshore area.	Passive; walkway and viewing point
Dorotich Street ROW	0.4	West side of bay	Passive; Street End Park
Soundview Drive ROW end	0.4	West side of bay adjoining Tides Tavern	Passive; Public Access dock
Harborview Trail	1.4	Harborview Drive and North Harborview Drive	Passive; bike and pedestrian trails
Bogue Building	0.04	3105 Judson Street	Passive; historical
Public Works/ Parks Yard	7.5	46 th Avenue NW	Passive; storage of parks equipment

City Hall/Civic Center	10.0	Grandview Drive adjacent to Grandview Forest Park	Active; athletic fields, recreational courts, skatepark Passive; picnic area
Kenneth Leo Marvin Veterans Memorial Park	5.5	50 th Street near Olympic Drive.	Undeveloped—athletic fields under design and construction. Active: multi-purpose field, and play structures Passive: picnic area and open space
Skansie Brothers Park	2.0	Rosedale Street at Harborview Drive	Passive; historical, picnic area.
Austin Estuary	1.8	Located adjacent to Donkey Creek in the Northwest corner of the harbor.	Passive; historical, scenic, nature area

City Park - this ~~5.8~~ 9.8 acre property is located on Vernhardson Street on the east side of Crescent Creek. The ~~eastern portion of the former Peninsula School District site has been~~ park is improved with athletic facilities including a tennis court, basketball court, and youth baseball/softball field. The park’s active recreation has been expanded in recent years to include a BMX dirt bike course and a sand volleyball court accessed off of Crescent Valley Drive. The City purchased property in 2008 north of the existing park site for future development and open space preservation. Additional open space property was also acquired west of the stream through the County Conservation Futures program in 2008.

The western portion of the site conserves the banks, wetlands, and other natural areas adjacent to Crescent Creek. This portion of the site has been improved with a playground structure, picnic tables, viewing platform, picnic shelter, restrooms, parking area and a pump house building.

Skansie Brothers Park/Jerisich Dock –~~this downtown waterfront property is located within the extended right of way of Rosedale Street NW on Harborview Drive and was expanded with the acquisition of the adjacent Skansie Brothers property. These waterfront parks are located adjacent to each other at 3207 and 3211 Harborview Drive respectively and have a total area of 3.5 acres. The waterfront Jerisich Dock site has been developed with a flagpole, and monument for lost fishermen along Harborview Drive, and recreational pier. The acquisition of the Skansie Brothers property in 2002 expanded the park to include a netshed and historic house which both stand south of Jerisich Dock.~~

Restrooms, picnic tables, and benches are provided on Jerisich’s 1,500 square foot pier supported deck overlooking the harbor and adjacent marinas. The deck provides gangplank access to a 352 foot long, 2,752 square foot ~~pile supported fishing and boat moorage pier floating dock~~. The pier dock provides 420 feet of day-use boat moorage for 20 slips, access for kayaks and other hand-carry watercraft, and fishing. The pier dock is used on a first-come basis to capacity, particularly during summer weekends. The Skansie Brothers site has been developed with a covered pavilion with adjacent grass area that is utilized for seasonal public events. A boat sewage pump-out is provided at no charge, April through October.

~~The pier was extended another 160 linear feet to the edge of the harborline in 1998. The additional platform area provides day-use boat moorage and fishing access. A pay-per-use sanitary sewage pump-out station was constructed at the same time along with lighting fixtures along the floats.~~

~~Expansion of the pier is under review.~~

Grandview Forest Park - Grandview Forest Park – this 8.8 acre site is located on Grandview Drive adjacent to the ~~City Hall Civic Center~~. The park site surrounds the city water storage towers on a hilltop overlooking the harbor and downtown district. The densely wooded site has been improved with ~~bark-covered~~ walking trails and paths that provide access to surrounding residential developments and the athletic fields located behind the school Civic Center complex. ~~The park is accessed by vehicle from Grandview Drive onto an informal graveled parking area located adjacent to the water storage tanks on an extension of McDonald Avenue. Parking for this park is located on the Civic Center site.~~

Old Ferry Landing - this 1.0 acre site is located at the east end of Harborview Drive overlooking Point Defiance across the Narrows and Dalco passage. Portions of the original marine and ferry dock landing piles are visible from the end of the road right-of-way that extends into the tidelands. Site has been improved to include picnic facilities, parking and a shoreline view platform.

Donkey Creek Park – this ~~recently acquired 0.96~~ 1.3 acre property is located in the intersecting parcel defined by Austin Street, North Harborview Drive, and ~~Old~~ Burnham Drive. The site historically was the site of the includes the original wood structure that housed the Borgen lumber yard and hardware sales offices and displays, along with a number of out buildings and yard that stored lumber and other materials. The site is presently developed with a restroom facility, picnic tables and open field.

The site is bisected by Donkey (North) Creek – a perennial stream that provides salmonoid habitat including an on-going hatchery operation located on the north bank adjacent to North Harborview Drive. ~~Some of the lumber yard buildings and improvements extend into the buffer zone area that has recently been defined for salmon bearing water corridors. Future plans for the property will need to restore an adequate natural buffer area along the creek while determining how best to establish an activity area on the site commensurate with the property's strategic natural area, historical, and scenic. A viewing platform allows for visual stream access.~~

Wilkinson's Homestead - ~~Wilkinson's Homestead~~ – this 16.3 acre site is located on Rosedale Street adjacent to Tacoma City Light powerlines. ~~The site is being acquired from the heir of a previous property owner.~~ The property contains large wetlands, steep hillsides under the powerline corridor, the family homestead, barn, outbuildings, former holly orchard, and meadows. The site is accessed from a driveway off Rosedale Street and from the Cushman Trail.

Tallman's Wetlands - this 16.0 acre property is located on Wollochet Drive NW south of SR-16 ~~and outside of existing city limits.~~ The site contains significant wetlands that collect and filters stormwater runoff from the surrounding lands. ~~This portion of the property will be conserved and provided with interpretive trails by the developer. This park was developed with interpretive trails and off street parking. The park was constructed and dedicated to the City by the developer of the Mallards Landing plat in accordance with the annexation agreement.~~

Wastewater Treatment Plant - the 9.3 acre wastewater treatment plant facility is located on the west side of Burnham Drive on ~~North (Donkey) Donkey (North) Creek.~~ The property was recently expanded to provide a buffer between the plant and uphill portions of the creek. While the principal use of the site is treatment of wastewater, the site includes preserved open space associated with Donkey Creek and adjacent wetlands.

A 3.3 acre portion of the expansion area may be developed to provide a trailhead connection to the Cushman Trail on the overhead powerline property located parallel to SR-16. The powerline right-of-way ~~could be~~ has been improved to provide a non-motorized trail system. ~~access to a multipurpose system of hike, bike, and horseback riding trails in this portion of the urban growth area.~~

Wheeler Street Right-of-Way (ROW) End - this 0.4 acre road right-of-way is located at the north end of the bay adjacent to Crescent Creek in a quiet residential neighborhood. ~~The site provides beach access.~~ This site is presently undeveloped.

Bogue Viewing Platform - this 0.4 acre harbor overlook is located on waterfront side of North Harborview Drive north of the intersection with Burnham Drive. The site has been improved with a pier supported, multilevel wood deck, picnic tables, benches, and planting. A sanitary sewer pump station is located with the park.

Finholm Hillclimb - this 0.4 acre road right-of-way is located in Fuller Street extending between Harbor Ridge Middle School and the North shore business district. A wooden stairway system with overlook platforms, viewing areas, and benches has been developed between Franklin Avenue and North Harborview Drive as a joint effort involving the Lions Club, volunteers and city materials.

Dorotich Street (ROW) - this 0.4 acre road right-of-way is located on the west side of the bay adjoining residential condominiums and some commercial waterfront facilities. A private access dock has been developed at Arabella's Landing Marina that serves as the street-end park.

Soundview Drive ROW - - this 0.4 acre road right-of-way is located on the ~~Westside~~ west side of the bay adjoining Tides Tavern (the former Westside Grocery). The present and former owners maintain and provide a public access dock on the right-of-way for use of tavern patrons.

Harborview Trail - this 1.4 mile trail corridor is located within the public street right-of-way of Harborview Drive and North Harborview Drive. Additional road width was constructed (between curbs) to provide for painted on-road bike lanes on both sides of the roadway around the west and north shores of the harbor from Soundview Drive to Vernhardson/96th Street NW and City Park.

Curb gutters, sidewalks, and occasional planting and seating areas have been developed on both sides of the roadway from Soundview Drive to Peacock Hill Avenue Road. Sidewalks have also been extended on Soundview Drive, Pioneer Way, Rosedale Street, Austin Street adjacent to North (Donkey) Creek, and Burnham Drive will include provisions for pedestrians and bicyclists. Limited improvements have been constructed on Peacock Hill.

Bogue Building – this 0.4 acre property and 1, 800 square foot building is located adjacent to old City Hall on Judson Street within the downtown district. The one-story, wood frame building was previously used by the Gig Harbor Planning and Building Department and is now presently a volunteer and visitor center.

Public Works / Parks Yard - the 7.5 acre Public Works Yard is located north of Gig Harbor High School just west of 46th Street NW. The shop compound includes 3 buildings that provide 4,760 square feet, 2,304 square feet, and 1,800 square feet or 8,864 square feet in total of shop and storage space. Approximately 3,000 square feet of building or 0.52 acres of the site are used to store park equipment, materials, and plantings.

City Hall/Civic Center - this 10.0 acre site is located on Grandview Drive Street adjacent to Grandview Forest Park. The site currently contains City offices, multi-use athletic fields, playground, recreational courts, a skateboard court, a boulder rock climbing wall, and wooded picnic area.

Kenneth Leo Marvin Veteran's Memorial Park – the “Westside” park is accessible from 50th Avenue Street. This park is a memorial park and includes a dual purpose baseball/soccer field, restrooms, picnic shelter, big toy, nature trails and veterans monument Memorial. Future plans for the park include additional play structures, nature trails and half basketball court.

Eddon Boat Park – with the support of the community and funding raised through a bond levy, the City purchased these parcels the Eddon Boat facility at the intersection of Harborview Drive and Stinson Avenue. The park currently includes a historic boat building dock and small brick house. Once the tideland clean-up is completed, The City plans to provide the open space parcel will be developed for passive recreational water access and to restore the historic boat building and dock will be restored for public access and maritime programming.

Austin Estuary – The estuary and upland tidelands will be preserved in connection with the Donkey Creek Restoration and Harbor History Museum project for passive recreational use. The park is located in the northwest corner of the harbor near the intersection of Harborview Drive and North Harborview Drive.

Cushman Trail – the current trail runs from 14th Avenue NW in the County north to 96th Street. Kimball Drive. In partnership with Pierce County, the City is planning to expand the existing trail to run further north along the power lines to Borgen Boulevard. Trailheads may be developed at the Wilkerson's Farm Park, the Donkey Creek/Sewer Treatment Plant property, Burnham Drive and Borgen Boulevard. City trailhead facilities are located at Hollycroft Street and at Grandview Street. Future plans include expansion of the trail first to Borgen Boulevard (where another trailhead is planned) and then north to the Purdy Spit.

Long term the City and the county would like to develop the trail further so that it connects to the bike lanes of the new Gig Harbor Narrow's Bridge and north to the Purdy Spit.

Forecast of Future Needs

The City has adopted a level of service for community parks of 7.1 gross acres of general open space and 1.5 gross acres of active recreational area per 1,000 residents. According to the parks inventory conducted for the Park, Recreation, and Open Space Plan, the City had about 54 acres of public open space (passive recreation) and about 16 acres of active recreation facilities in

2001. Using the 2000 Census population figure, the City met its level of service standards at that time.

Table 12.4. Recreational Facilities and Level of Service

Type of Facility	LOS Standard (Acres/1,000)	2001 Need (Acres)	2001 Actual (Acres)	2022 Need (Acres)	Additional Acreage
Open Space:	7.1	46	53.6	76.7	23.1
Active Recreation:	1.5	9.7	15.8	16.2	0.40
Total:		55.7	69.4	92.9	23.5

Alternative level of service standards, such as those recommended by the National Recreation and Park Association (NRPA) are compared to the City’s current service levels in the Park, Recreation, and Open Space Plan. The NRPA standards provide a finer level of measurement for specialized function facilities relative to the population size. This can provide an additional planning tool to ensure that all segments of the community are served according to their needs.

In addition to City-owned facilities, residents of the greater Gig Harbor community have access to facilities owned and operated by others. These include facilities associated with the Peninsula School District schools in and around the City, Pierce County’s Peninsula Recreation Center and Randall Street Boat Launch, Tacoma’s Madrona Links public golf course, and various private parks, including Canterwood Golf Course, sporting facilities, marinas, and boat landings. According to the Park, Recreation and Open Space Plan, all public and private agencies, and other public and private organizations owned 963.4 acres or about 80.3 acres for every 1,000 persons living within the City and its urban growth area in 2000. Therefore, while the City’s level of service standards provides a guide for ensuring a minimum provision of park and recreation land, the actual capacity of all such facilities is significantly higher.

Proposed parks capital facility improvements are listed on Table 12.5

Stormwater System Facilities

Existing Facilities

The Puget Sound and in particular Gig Harbor, Henderson Bay, and Wollochet Bay are the receiving water bodies of the City of Gig Harbor’s storm system. The storm system consists of catch basins, pipe, drainage ditches, natural streams such as Donkey Creek and McCormick Creek, wetlands, ponds, and stormwater detention and water quality facilities. The Operations and Maintenance Department is responsible for approximately 30 stormwater ponds, 1,650 catch basins, 12 miles of drainage ditches and over 33 miles of storm pipe. Annually these numbers will increase as development continues to occur, CIP projects are constructed and new areas are annexed by the City. With the approximately 45 miles of pipe and drainage ditches discharging to the receiving waters of the Puget Sound, which is habitat to various fish and wildlife such as Chinook, coho, steelhead, bald eagles and herons. It is important to protect and improve the water quality of the various water bodies in the City.

The objective of the City’s stormwater operation and maintenance program is to assure that all the elements of the stormwater system are functioning properly to avoid any impacts to the environment and properties. The program includes operation and maintenance of storm systems being performed by many entities, including the City’s Public Works Department, homeowners association, and property management companies. Scheduled maintenance tasks and inspections are regularly performed and are essential to the program. Major system problems are avoided when defects are identified and addressed in a timely manner.

The City of Gig Harbor is divided into six major drainage basins that drain the urban growth area. These are North/Donkey Creek, Gig Harbor, Bitter/Garr/Wollochet Creek, Gooch/McCormick Creek, Crescent Creek, and the Puget Sound. These basins drain to Gig Harbor, Wollochet Bay, and Henderson Bay. The storm drainage collection and conveyance system consists of typical components such as curb inlets, catch basins, piping ranging from 8-inch to 48-inch, open ditches, natural streams, wetlands, ponds, and stormwater detention and water quality ponds.

Level of Service

Through the Clean Water Act and other legislation at the federal level, the Washington State Department of Ecology has been delegated the authority to implement rules and regulations that meet the goals of the Clean Water Act. As part of these rules and regulations, the Department of Ecology issued the Western Washington Phase II Municipal Stormwater Permit (Permit) to the City of Gig Harbor in January 2007. The Permit authorizes the discharge of stormwater to surface waters and to ground waters of the State from Municipal Separate Storm Sewer System (MS4) owned or operated by the City of Gig Harbor. By being identified as a Permittee the City is required to satisfy many obligations during the five-year permit period.

The City has been proactive in satisfying the requirements of this Permit. In 2006, the City prepared a gap analysis comparing the existing City stormwater program to the Permit requirements. According to the gap analysis, public participation, City staff training and stormwater policies appear to be the areas that the City will need to focus their efforts. Other obligations required by the Permit include the development of a stormwater management program and development of an enforceable mechanism, such as an ordinance, controlling runoff from development and construction sites, including adoption of a new stormwater technical manual. The City’s stormwater management program along with the City’s stormwater-related ordinances establishes a level of service for both public and private development projects.

The Permit requirements are being phased in over the course of the life of the permit. At the end of the permit, or sooner if required by law, the City will likely be issued a new permit with new permit requirements that are additive to the existing permit requirements.

The role of federal, state, and local stormwater regulations is to provide minimum standards for the drainage and discharge of stormwater runoff. Specifically, the goal of these regulations is to reduce the damaging effects of increased runoff volumes to the natural environment as the land surface changes and to remove pollutants in the runoff.

Through the Clean Water Act and other legislation at the federal level, the states have been delegated the authority to implement rules and regulations that meet the goals of this legislation. The states, subsequently, have delegated some of this authority to the local agencies. The local agencies, in turn, enact development regulations to enforce the rules sent down by the state. Therefore, the level of service is represented by the regulations adopted and enforced by the City. The City of Gig Harbor has adopted the 1997 Kitsap County Stormwater Management Design Manual as the City of Gig Harbor Stormwater Management Design Manual. The manual outlines water quantity design criteria, water quality controls, erosion and sediment control practices, and site development.

Forecast of Future Needs

In connection with the preparation of the City's Stormwater Comprehensive Plan, storm system modeling was performed at a planning level to identify system needs under future full build-out land use conditions. The City selected seven storm trunklines to be analyzed. These trunklines were selected based on known past conveyance and/or sedimentation problems and possible future system impacts due to development.

Recommended storm system improvements are identified in the Capital Improvement Plan of the Stormwater Comprehensive Plan and to meet the needs of the environment, future development and growth. In March 2008 the City initiated a Stormwater General Facility Charge for funding stormwater CIP projects.

The types of improvements identified and scheduled include capacity, facility and habitat projects. Capacity problems can also be resolved in many ways including increased facility sizing, pipe replacement, and flow control facilities. Onsite or regional facilities can reduce flows to minimize capacity impacts on the existing storm system. Regional facility locations should be considered as an alternative to pipe replacement. Storm system and habitat improvement projects identified in the CIP are based on the Staff's knowledge of the service area, past studies and the hydrologic/hydraulic system analysis.

The development of stormwater facilities is largely driven by developer improvements, although the City provides oversight and system upgrades to remedy capacity issues. Proposed storm and surface water capital facility improvements are listed on Table 12.5.

CAPITAL FACILITIES PROGRAM

A Capital Facilities Program (CFP) is a six-year plan for capital improvements that are supportive of the City's population and economic base as well as near-term (within six years) growth. Capital facilities are funded through several funding sources which can consist of a combination of local, state and federal tax revenues.

The Capital Facilities Program works in concert generally with the land-use element. In essence, the land use plan establishes the "community vision" while the capital facilities plan provides for the essential resources to attain that vision. An important linkage exists between the capital

facilities plan, land-use and transportation elements of the plan. A variation (change) in one element (i.e. a change in land use or housing density) would significantly affect the other plan elements, particularly the capital facilities plan. It is this dynamic linkage that requires all elements of the plan to be internally consistent. Internal consistency of the plan's elements imparts a degree of control (checks and balances) for the successful implementation of the Comprehensive Plan. This is the concurrence mechanism that makes the plan work as intended.

The first year of the Capital Facilities Program will be converted to the annual capital budget, while the remaining five year program will provide long-term planning. It is important to note that only the expenditures and appropriations in the annual budget are binding financial commitments. Projections for the remaining five years are not binding and the capital projects recommended for future development may be altered or not developed due to cost or changed conditions and circumstances.

Definition of Capital Improvement

The Capital Facilities Element is concerned with needed improvements which are of relatively large scale, are generally non-recurring high cost and which may require financing over several years. The list of improvements is limited to major components in order to analyze development trends and impacts at a level of detail which is both manageable and reasonably accurate.

Smaller scale improvements of less than \$25,000 are addressed in the annual budget as they occur over time. For the purposes of capital facility planning, capital improvements are major projects, activities or maintenance, costing over \$25,000 and requiring the expenditure of public funds over and above annual operating expenses. They have a useful life of over ten years and result in an addition to the city's fixed assets and/or extend the life of the existing infrastructure. Capital improvements do not include items such as equipment or "rolling stock" or projects, activities or maintenance which cost less than \$25,000 or which regularly are not part of capital improvements.

Capital improvements may include the design, engineering, permitting and the environmental analysis of a capital project. Land acquisition, construction, major maintenance, site improvements, energy conservation projects, landscaping, initial furnishings and equipment may also be included.

Capital Facilities Needs Projections

The City Departments of ~~Operations and Engineering~~ Public Works, Planning, Building and Fire Safety, Finance and Administration have identified various capital improvements and projects based upon recent surveys and planning programs authorized by the Gig Harbor City Council. Suggested revenue sources were also considered and compiled.

Currently, ~~six capital facilities~~ five functional plans have been completed:

- City of Gig Harbor Water System ~~Comprehensive Plan~~ — Volumes 1 & 2 (April 2009)

- June 2001), as may later be amended by ordinance-resolution.
- City of Gig Harbor Wastewater Comprehensive Plan (~~April 2009~~ February, 2002), as may later be amended by ordinance-resolution.
 - City of Gig Harbor Wastewater Treatment Plan Improvements Engineering Report (April 2003)
 - City of Gig Harbor Phase 1 Wastewater Treatment Plan Improvements Technical Memorandum (August 2007)
 - City of Gig Harbor Stormwater Comprehensive Plan (~~April 2009~~ February, 2001), as may later be amended by ordinance-resolution.
 - ~~City of Gig Harbor Park, Recreation & Open Space Plan (March 2001), as amended by ordinance~~

All the plans identify current system configurations and capacities and proposed financing for improvements, and ~~are adopted by reference as part~~ provide the technical information needed to develop the capital facility project lists for this Comprehensive Plan.

Prioritization of Projected Needs

The identified capital improvement needs listed were developed by the City Community Development Director, Finance Director, and the City Administrator. The following criteria were applied informally in developing the final listing of proposed projects:

Economics

- Potential for Financing
- Impact on Future Operating Budgets
- Benefit to Economy and Tax Base

Service Consideration

- Safety, Health and Welfare
- Environmental Impact
- Effect on Service Quality

Feasibility

- Legal Mandates
- Citizen Support
- 1992 Community Vision Survey

Consistency

- Goals and Objectives in Other Elements
- Linkage to Other Planned Projects
- Plans of Other Jurisdictions

Cost Estimates for Projected Needs

The majority of the cost estimates in this element are presented in ~~2000~~ 2009 dollars and were derived from various federal and state documents, published cost estimates, records of past

expenditures and information from various private contractors.

FUTURE NEEDS AND ALTERNATIVES

The Capital Facility Plan for the City of Gig Harbor is developed based upon the following analysis:

- Current Revenue Sources
- Financial Resources
- Capital Facilities Policies
- Method for Addressing Shortfalls

Current Revenue Sources

The major sources of revenue for the City’s major funds are as follows:

Fund	Source	Projected (2009) 2004 \$
General Fund	Sales tax	\$3,862,000 (60%) 4,744,000
	Utility tax	\$944,000 (14%) 1,351,000
	Property tax	\$337,000 (5%) 408,000
Street Fund- Operations	Property tax	\$1,010,000 (80%) 1,223,000
Water Operating Fund	Customer charges	\$34,000 906,000
Sewer Operating Fund	Customer charges	\$1,498,000 2,319,000
Storm Drainage Fund	Customer charges	\$400,000 645,000

Financial Resources

In order to ensure that the city is using the most effective means of collecting revenue, the city inventoried the various sources of funding currently available. Financial regulations and available mechanisms are subject to change. Additionally, changing market conditions influence the city's choice of financial mechanism. The following list of sources include all major financial resources available and is not limited to those sources which are currently in use or which would be used in the six-year schedule of improvements. The list includes the following categories:

- Debt Financing
- Local Levies
- Local Non-Levy Financing
- State Grants and Loans
- Federal Grants and Loans

Debt Financing Method

Short-Term Borrowing: Utilization of short-term financing through local banks is a means to

finance the high-cost of capital improvements.

Revenue Bonds: Bonds can be financed directly by those benefiting from the capital improvement. Revenue obtained from these bonds is used to finance publicly-owned facilities, such as new or expanded water systems or improvement to the waste water treatment facility. The debt is retired using charges collected from the users of these facilities. In this respect, the capital project is self supporting. Interest rates tend to be higher than for general obligation bonds and the issuance of the bonds may be approved by voter referendum.

General Obligation Bonds: These are bonds which are backed by the full faith and credit of the city value of the property within the jurisdiction. Voter-approved bonds increase property tax rate and dedicate the increased revenue to repay bondholders. Councilmanic bonds do not increase taxes and are repaid with general revenues. Revenue may be used for new capital facilities or maintenance and operations at an existing facility. ~~Revenue may be used for new capital facilities or the maintenance and operations at existing facilities.~~ These bonds should be used for projects that benefit the City as a whole.

Local Multi-Purpose Levies

Ad Valorem Property Taxes: The tax rate is in mills (1/10 cent per dollar of taxable value). The maximum rate is ~~\$3.60~~ 1.60 per \$1,000 assessed valuation. In ~~2004~~ 2009, the City's tax rate is ~~\$1.4522~~ 0.9406 per \$1,000 assessed valuation. The City is prohibited from raising its levy more than one percent ~~or the rate of inflation, whichever is lower~~. A temporary or permanent excess levy may be assessed with voter approval. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Business and Occupation (B and O) Tax: This is a tax of no more than 0.2% of the gross value of business activity on the gross or net income of a business. Assessment increases require voter approval. The City does not currently use a B and O tax. Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Local Option Sales Tax: The city has levied the maximum of tax of 1%. ~~Local governments that levy the second 0.5% may participate in a sales tax equalization fund. Assessment of this option requires voter approval.~~ Revenue may be used for new capital facilities or maintenance and operation of existing facilities.

Utility Tax: This is a tax on the gross receipts of electric, gas, telephone, cable TV, water/sewer, and stormwater utilities. Local discretion up to 6% of gross receipts with voter approval required for an increase above this maximum. Revenue may be used for new capital facilities or maintenance and operation of existing facilities. The city currently levies a 5% utility tax.

Real Estate Excise Tax: ~~The original 1/2% was authorized as an option to the sales tax for general purposes. An additional 1/4% was authorized for capital facilities, and the Growth Management Act authorized another 1/4% for capital facilities. Revenues must be used solely to finance new capital facilities or maintenance and operations at existing facilities, as specified in~~

the plan. An additional option is available under RCW 82.46.070 for the acquisition and maintenance of conservation areas if approved by a majority of voters of the county. The real estate excise tax is levied on all sales of real estate, measured by the full selling price. In addition to the state rate of 1.28 percent, a locally-imposed tax is also authorized. The city may levy a quarter percent tax and additional quarter percent tax. These funds may only be used to finance eligible capital facilities.

Local Single-Purpose Levies

Emergency Medical Services Tax: Property tax levy of up to \$.50 per \$1,000 of assessed value for emergency medical services. Revenue may be used for new capital facilities or operation and maintenance of existing ones.

Motor Vehicle Fuel Tax – “Gas Tax”: Tax is paid by gasoline distributors. Cities receive about 10.7 percent of motor vehicle fuel tax receipts. State shared revenue is distributed by the Department of Licensing. Revenues must be spent for streets, construction, maintenance or operation, the policing of local streets, or related activities.

The state currently levies a tax of 37.5 cents per gallon on motor vehicle fuel under RCW 82.36.025(1) through (6) and on special fuel (diesel) under RCW 82.38.030(1) through (6). Cities receive 10.6961 percent of the 23 cents per gallon tax levied under RCW 82.36.025(1). These funds are distributed monthly on a per capita basis and are to be placed in a city street fund to be spent for street construction, maintenance or repair.

Local Option Motor Vehicle Fuel Excise Tax: A county-wide voter approved tax equivalent to 10% of statewide Motor Vehicle fuel tax and a special fuel tax of 2.3 cents per gallon. Revenue is distributed to the city on a weighted per capita basis. Revenues must be spent for city streets, construction, maintenance, operation policing of local streets or related activities. Upon a vote of the people, a local option gas tax can be levied countywide at a rate equal to 10 percent of the state rate. Since the state rate is 37.5 cents per gallon, 10 percent currently would be 3.75 cents per gallon. The tax may be implemented only on the first day of January, April, July, or October and expenditure of these funds is limited solely to transportation purposes.

Local Option Commercial Parking Tax

This tax may be levied by a city within its boundaries and by a county in the unincorporated areas. There is no limit on the tax rate and many ways of assessing the tax are allowed. If the city chooses to levy it on parking businesses, it can tax gross proceeds or charge a fixed fee per stall. If the tax is assessed on the driver of a car, the tax rate can be a flat fee or a percentage amount. Rates can vary by any reasonable factor, including location of the facility, time of entry and exit, duration of parking, and type or use of vehicle. The parking business operator is responsible for collecting the tax and remitting it to the city, which must administer it. This tax is subject to a voter referendum. At the present time, Bainbridge Island, Bremerton, Mukilteo, SeaTac, and Tukwila are the only cities that we know are levying this tax. Expenditure of these funds is limited solely to transportation purposes.

Transportation Benefit Districts

Cities, along with counties, may form transportation benefit districts to acquire, construct, improve, provide, and fund transportation improvements in the district that is consistent with any existing state, regional, and local transportation plans and necessitated by existing or reasonably foreseeable congestion levels. The area may include other cities and counties, as well as port and transit districts through interlocal agreements.

Any city passing on ordinance to form a transportation benefit district must also identify revenue options for financing improvements in the district. A district that has coterminous boundaries with a city may levy a \$20 per vehicle license fee or impose transportation impact fees on commercial or industrial buildings, both without voter approval. A credit must be provided for any transportation impact fee on commercial or industrial buildings that the city has already imposed. Similarly, any district that imposes a fee that, in combination with another district's fee, totals more than \$20, must provide a credit for the previously levied fee.

Voter-approved revenue options include a license fee of up to \$100 per vehicle and a 0.2 percent sales tax. Like many other special districts, transportation benefit districts may levy a one-year O&M levy under RCW 84.52.052 and do an excess levy for capital purposes under RCW 85.52.056. The funds must be spent on transportation improvements as set forth in the district's plan.

Local Non-Levy Financing Mechanisms

Reserve Funds: Revenue that is accumulated in advance and earmarked for capital improvements. Sources of the funds can be surplus revenues, funds in depreciation revenues, or funds resulting from the sale of capital assets.

Fines, Forfeitures and Charges for Services: This includes various administrative fees and user charges for services and facilities operated by the jurisdiction. Examples are franchise fees, sales of public documents, property appraisal fees, fines, forfeitures, licenses, permits, income received as interest from various funds, sale of public property, rental income and private contributions to the jurisdiction. Revenue from these sources may be restricted in use.

User and Program Fees: These are fees or charges for using park and recreational facilities, sewer services, water services and surface drainage facilities. Fees may be based on a measure of usage on a flat rate or on design features. Revenues may be used for new capital facilities or maintenance and operation of existing facilities.

Street Utility Charges: A fee of up to 50% of actual costs of street construction, maintenance and operations may be charged to households. Owners or occupants of residential property are charged a fee per household that cannot exceed ~~\$6.00~~ \$2.00 per month. ~~The tax requires local referendum.~~ The fee charged to businesses is based on the number of employees and cannot exceed \$2.00 per employee per month. Both businesses and households must be charged. Revenue may be used for activities such as street lighting, traffic control devices, sidewalks, curbs, gutters, parking facilities and drainage facilities.

Special Assessment District: Special assessment districts are created to service entities completely or partially outside of the jurisdiction. Special assessments are levied against those who directly benefit from the new service or facility. The districts include Local Improvement Districts, Road Improvement Districts, Utility Improvement Districts and the collection of development fees. Funds must be used solely to finance the purpose for which the special assessment district was created.

Impact Fees: Impact fees are paid by new development based upon the development's impact to the delivery of services. Impact fees must be used for capital facilities needed by growth and not to correct current deficiencies in levels of service nor for operating expenses. These fees must be equitably allocated to the specific entities which will directly benefit from the capital improvement and the assessment levied must fairly reflect the true costs of these improvements. Impact fees may be imposed for public streets, parks, open space, recreational facilities, and school facilities.

State Grants and Loans

Public Works Trust Fund: Low interest loans to finance capital facility construction, public works emergency planning, and capital improvement planning. To apply for the loans the city must have a capital facilities plan in place and must be levying the original 1/4% real estate excise tax. Funds are distributed by the Department of Community Development. Loans for construction projects require matching funds generated only from local revenues or state shared entitlement revenues. ~~Public works emergency planning loans are at 5% interest rate, and capital improvement planning loans are no interest loans, with a 25% match.~~ Revenue may be used to finance new capital facilities, or maintenance and operations at existing facilities.

State Parks and Recreation Commission Grants: Grants for parks capital facilities acquisition and construction. They are distributed by the Parks and Recreation Commission to applicants with a 50% match requirement.

~~Arterial Improvement Program: AIP provides funds to improve mobility and safety. Funds are administered by the Transportation Improvement Board.~~

Urban Transportation Improvement Programs: The State Transportation Improvement Board offers three grant programs to cities exceeding a population of 5,000 : Urban Arterial Program for roadway projects which improve safety and mobility; Urban Corridor Program, for roadway projects that expand capacity; and, Sidewalk Program for sidewalk projects that improve safety and connectivity.

~~Transportation Partnership Program: TPP provides grants for mobility improvements.~~

~~Intermodal Surface Transportation Efficiency Act (ISTEA): ISTEA provides grants to public agencies for historic preservation, recreation, beautification, and environmental protection projects related to transportation facilities. These enhancement grants are administered by the~~

state Department of Transportation and regional transportation planning organizations (RTPOs).

Safe, Accountable, Flexible, Efficient Transportation Equity Act (SAFETEA-LU) SAFETEA-LU represents the largest surface transportation investment in our Nation's history with guaranteed funding for highways, highway safety, and public transportation totaling \$244.1 billion. SAFETEA-LU supplies funds for investments needed to maintain and grow vital transportation infrastructure.

Transportation Improvement Account: Revenue available for projects to alleviate and prevent traffic congestion caused by economic development or growth. Entitlement funds are distributed by the State Transportation Improvement Board with a 20% local match requirement. For cities with a population of less than 500 the entitlement requires only a 5% local match. Revenue may be used for capital facility projects that are multi-modal and involve more than one agency.

Centennial Clean Water Fund: Grants and loans for the design, acquisition, construction, and improvement of Water Pollution Control Facilities, and related activities to meet state and federal water pollution control requirements. Grants and loans distributed by the Department of Ecology with a 75%-25% matching share. Use of funds is limited to planning, design, and construction of Water Pollution Control Facilities, stormwater management, ground water protection, and related projects.

Water Pollution Control State Revolving Fund: Low interest loans and loan guarantees for water pollution control projects. Loans are distributed by the Department of Ecology. The applicant must show water quality need, have a facility plan for treatment works, and show a dedicated source of funding for repayment.

Federal Grants and Loans

Department of Health Water Systems Support: Grants for upgrading existing water systems, ensuring effective management, and achieving maximum conservation of safe drinking water. Grants are distributed by the state Department of Health through intergovernmental review and with a 60% local match requirement.

Capital Facility Strategies

In order to realistically project available revenues and expected expenditures on capital facilities, the city must consider all current policies that influence decisions about the funding mechanisms as well as policies affecting the city's obligation for public facilities. The most relevant of these are described below. These policies, along with the goals and policies articulated in the other elements were the basis for the development of various funding scenarios.

Mechanisms to Provide Capital Facilities

Increase Local Government Appropriations: The city will investigate the impact of increasing current taxing rates, and will actively seek new revenue sources. In addition, on an annual basis,

the city will review the implications of the current tax system as a whole.

Use of Uncommitted Resources: The city has developed and adopted its Six-Year capital improvement schedules. With the exception of sewer facilities, however, projects have been identified on the 20-year project lists with uncommitted or unsecured resources.

Analysis of Debt Capacity: Generally, Washington state law permits a city to ensure a general obligation bonded debt equal to 3/4 of 1% of its property valuation without voter approval. By a 60% majority vote of its citizens, a city may assume an additional general obligation bonded debt of 1.7570%, bringing the total for general purposes up to 2.5% of the value of taxable property. The value of taxable property is defined by law as being equal to 100% of the value of assessed valuation. For the purpose of applying municipally-owned electric, water, or sewer service and with voter approval, a city may incur another general obligation bonded debt equal to 2.5% of the value of taxable property. With voter approval, cities may also incur an additional general obligation bonded debt equal to 2.5% of the value of taxable property for parks and open space. Thus, under state law, the maximum general obligation bonded debt which the city may incur cannot exceed 7.5% of the assessed property valuation.

Municipal revenue bonds are not subject to a limitation on the maximum amount of debt which can be incurred. These bonds have no effect on the city's tax revenues because they are repaid from revenues derived from the sale of service.

The City of Gig Harbor has used general obligation bonds and municipal revenue bonds very infrequently. Therefore, under state debt limitation, it has ample debt capacity to issue bonds for new capital improvement projects. ~~However, the city does not currently have policies in place regarding the acceptable level of debt and how that debt will be measured. The city believes that further guidelines, beyond the state statutory limits on debt capacity, are needed to ensure effective use of debt financing. The city intends to develop such guidelines in the coming year. When the city is prepared to use debt financing more extensively, it will rely on these policies, the proposed method of repayment, and the market conditions at that time to determine the appropriateness of issuing bonds.~~

User Charges and Connection Fees: User charges are designed to recoup the costs of public facilities or services by charging those who benefit from such services. As a tool for affecting the pace and pattern of development, user fees may be designed to vary for the quantity and location of the service provided. Thus, charges could be greater for providing services further distances from urban areas.

Mandatory Dedications or Fees in Lieu of: The jurisdiction may require, as a condition of plat approval, that subdivision developers dedicate a certain portion of the land in the development to be used for public purposes, such as roads, parks, or schools. Dedication may be made to the local government or to a private group. When a subdivision is too small or because of topographical conditions a land dedication cannot reasonably be required, the jurisdiction may require the developer to pay an equivalent fee in lieu of dedication.

The provision of public services through subdivision dedications not only makes it more feasible to service the subdivision, but may make it more feasible to provide public facilities and services to adjacent areas. This tool may be used to direct growth into certain areas.

Negotiated Agreement: An agreement whereby a developer studies the impact of development and proposes mitigation for the city's approval. These agreements rely on the expertise of the developer to assess the impacts and costs of development. Such agreements are enforceable by the jurisdiction. The negotiated agreement will require lower administrative and enforcement costs than impact fees.

Impact Fees: Impact fees may be used to affect the location and timing of infill development. Infill development usually occurs in areas with excess capacity of capital facilities. If the local government chooses not to recoup the costs of capital facilities in underutilized service areas then infill development may be encouraged by the absence of impact fees on development(s) proposed within such service areas. Impact fees may be particularly useful for a small community which is facing rapid growth and whose new residents desire a higher level of service than the community has traditionally fostered and expected.

Obligation to Provide Capital Facilities

Coordination with Other Public Service Providers: Local goals and policies as described in the other comprehensive plan elements are used to guide the location and timing of development. However, many local decisions are influenced by state agencies and utilities that provide public facilities within the Urban Growth Area and the City of Gig Harbor. The planned capacity of public facilities operated by other jurisdictions must be considered when making development decisions. Coordination with other entities is essential not only for the location and timing of public services, but also in the financing of such services.

The city's plan for working with the natural gas, electric, and telecommunication providers is detailed in the Utilities Element. This plan includes policies for sharing information and a procedure for negotiating agreement for provision of new services in a timely manner.

Other public service providers such as school districts and private water providers are not addressed in the Utilities Element. However, the city's policy is to exchange information with these entities and to provide them with the assistance they need to ensure that public services are available and that the quality of the service is maintained.

Level of Service Standards: Level of service standards are an indicator of the extent or quality of service provided by a facility that are related to the operational characteristics of the facility. They are a summary of existing or desired public service conditions. The process of establishing level of service standards requires the city to make quality of service decisions explicit. The types of public services for which the city has adopted level of service standards will be improved to accommodate the impacts of development and maintain existing service in a timely manner with new development.

Level of service standards will influence the timing and location of development, by clarifying which locations have excess capacity that may easily support new development, and by delaying new development until it is feasible to provide the needed public facilities. In addition, to avoid over-extending public facilities, the provision of public services may be phased over time to ensure that new development and projected public revenues keep pace with public planning. The city has adopted level of service standards for six public services. These standards are to be identified in Section V of this element.

Urban Growth Area Boundaries: The Urban Growth Area Boundary was selected in order to ensure that urban services will be available to all development. The location of the boundary was based on the following: environmental constraints, the concentrations of existing development, the existing infrastructure and services, and the location of prime agricultural lands. New and existing development requiring urban services will be located in the Urban Growth Area. Central sewer and water, drainage facilities, utilities, telecommunication lines, and local roads will be extended to development in these areas. The city is committed to serving development within this boundary at adopted level of service standards. Therefore, prior to approval of new development within the Urban Growth Area the city should review the six-year Capital Facilities Program and the plan in this element to ensure the financial resources exist to provide the services to support such new development.

Methods for Addressing Shortfalls

The city has identified options available for addressing shortfalls and how these options will be exercised. The city evaluates capital facility projects on an individual basis rather than a system-wide basis. This method involves lower administrative costs and can be employed in a timely manner. However, this method will not maximize the capital available for the system as a whole. In deciding how to address a particular shortfall the city will balance the equity and efficiency considerations associated with each of these options. When evaluation of a project identifies shortfall, the following options would be available:

- Increase revenue
- Decrease level of service
- Decrease the cost of a facility
- Decrease the demand for the public service or facility
- Reassess the land use assumptions in the Comprehensive Plan

SIX-YEAR CAPITAL FACILITY PLAN

In addition to the direct costs for capital improvements, this section analyzes cost for additional personnel and routine operation and maintenance activities. Although the capital facilities program does not include operating and maintenance costs, and such an analysis is not required under the Growth Management Act, it is an important part of the long-term financial planning. The six-year capital facilities program for the City of Gig Harbor was based upon the following analysis:

- Financial Assumptions
- Projected Revenues
- Projected Expenditures
- ~~Operating Expenses~~
- Future Needs

Financial Assumptions

The following assumptions about the future operating conditions in the city operations and market conditions were used in the development of the six-year capital facilities program:

1. The city will maintain its current fund accounting system to handle its financial affairs.
2. The cost of running local government will continue to increase due to inflation and other growth factors while revenues will also increase.
3. New revenue sources, including new taxes, may be necessary to maintain and improve city services and facilities.
4. Capital investment will be needed to maintain, repair and rehabilitate portions of the city's aging infrastructure and to accommodate growth anticipated over the next twenty years.
5. Public investment in capital facilities is the primary tool of local government to support and encourage economic growth.
6. A consistent and reliable revenue source to fund necessary capital expenditures is desirable.
7. A comprehensive approach to review, consider, and evaluate capital funding requests is needed to aid decision makers and the citizenry in understanding the capital needs of the city.

Capital improvements will be financed through the following funds:

- General Fund
- Capital Improvement Fund
- Transportation Improvement Fund
- Enterprise Funds

Projected Revenues

Tax Base

The City's tax base is projected to increase at a rate of ~~6%~~ 2% in 2010 and 1-2% in 2011 for the

adjusted taxable value of the property, including new construction. The City's assessment ratio is projected to remain constant at 100%. Although this is important to the overall fiscal health of the city, capital improvements are funded primarily through non-tax resources.

Revenue by Fund

General Fund: The General Fund is the basic operating fund for the city. ~~Ad valorem tax yields were projected using the current tax rate and the projected 10% annual rate of growth for the adjusted taxable value of the property.~~ The General Fund is allocated a 25 percent of the annual tax yield from ad valorem property values. Since 2000, the average annual increase in tax levy was 6%. This was mostly due to new construction and annexations as regular growth in property tax levy is limited to 1 percent a year. The city is projecting a 1 to 2 percent increase in tax base for 2010 and 2011 due to the current economy. The City has a maximum rate of \$1.60 per \$1,000 ad valorem. The actually rate collected by the city has fallen from \$1.58 in 1999 to \$0.9293 in 2010 (est.)

Capital Improvement Funds: In the City of Gig Harbor, the Capital Improvement Funds accounts for the proceeds of the first and second quarter percent of the locally-imposed real estate excise tax. Permitted uses are defined as "public works projects for planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of streets, roads, highways, sidewalks street and road lighting systems, traffic signals, bridges, domestic water systems, storm and sanitary sewer systems, and planning, acquisition, construction, reconstruction, repair, replacement, rehabilitation or improvements of parks. These revenues are committed to annual debt service and expenditures from this account are expected to remain constant ~~through the year 2000~~, based upon the existing debt structure. The revenues in these funds represent continued capture of a dedicated portion of the ad valorem revenues necessary to meet annual debt service obligations on outstanding general obligation bonds. In 2018, the City is scheduled to repay the 2008 LTGO Bonds.

Transportation Improvement Street and Street Capital Funds: Expenditures from this ~~account~~ these funds include direct annual outlays for capital improvement projects and debt service for revenue bonds. The revenues in this fund represent total receipts from state and local gas taxes and 75% of property taxes collected. ~~The projection estimates projected revenues~~ are based upon state projections for gasoline consumption, current state gas tax revenue sharing and continued utilization of local option gas taxes at current levels. This fund also includes state and federal grant monies dedicated to transportation improvements.

Enterprise Funds: The revenue in ~~this fund is~~ these funds are used for the annual capital and operating expenditures for services that are operated and financed similar to private business enterprises. The projected revenues depend upon the income from user charges, connection fees, bond issues, state or federal grants and carry-over reserves.

Operation and Maintenance Costs

In addition to the direct costs of providing new capital facilities, the city will also incur increases

~~in annual operating and maintenance costs. These are recurring expenses associated with routine operation of capital facilities. The anticipated increase in annual operating and maintenance costs associated with the new capital improvements and operation costs will initiate in the year following completion of the capital improvement~~

~~Operating costs are estimated by dividing the 1993 year expenditures for operation or maintenance by the number of units of output. This rate per unit of output is then used to calculate the estimated costs for operating and maintenance attributed to new capital improvements. The city has attempted to make various adjustments to the type and location of land use as well as adjustments in the timing and funding sources for financing capital improvements. The plan contained in this element represents a realistic projection of the city's funding capabilities and ensures that public services will be maintained at acceptable levels of service.~~

GOALS AND POLICIES

GOALS

- GOAL 12.1. PROVIDE NEEDED PUBLIC FACILITIES TO ALL OF THE CITY RESIDENTS IN A MANNER WHICH PROTECTS INVESTMENTS IN EXISTING FACILITIES, WHICH MAXIMIZES THE USE OF EXISTING FACILITIES AND WHICH PROMOTE ORDERLY AND HIGH QUALITY URBAN GROWTH.**
- GOAL 12.2. PROVIDE CAPITAL IMPROVEMENT TO CORRECT EXISTING DEFICIENCIES, TO REPLACE WORN OUT OR OBSOLETE FACILITIES AND TO ACCOMMODATE FUTURE GROWTH, AS INDICATED IN THE SIX-YEAR SCHEDULE OF IMPROVEMENTS.**
- GOAL 12.3. FUTURE DEVELOPMENT SHOULD BEAR ITS FAIR-SHARE OF FACILITY IMPROVEMENT COSTS NECESSITATED BY DEVELOPMENT IN ORDER TO ACHIEVE AND MAINTAIN THE CITY'S ADOPTED LEVEL OF STANDARDS AND MEASURABLE OBJECTIVES.**
- GOAL 12.4. THE CITY SHOULD MANAGE ITS FISCAL RESOURCES TO SUPPORT THE PROVISION OF NEEDED CAPITAL IMPROVEMENTS FOR ALL DEVELOPMENTS.**
- GOAL 12.5. THE CITY SHOULD COORDINATE LAND USE DECISIONS AND FINANCIAL RESOURCES WITH A SCHEDULE OF CAPITAL IMPROVEMENTS TO MEET ADOPTED LEVEL OF SERVICE STANDARDS, MEASURABLE OBJECTIVES AND PROVIDE EXISTING FUTURE FACILITY NEEDS.**

GOAL 12.6. THE CITY SHOULD PLAN FOR THE PROVISION OR EXTENSION OF CAPITAL FACILITIES IN SHORELINE MANAGEMENT AREAS, CONSISTENT WITH THE GOALS, POLICIES AND OBJECTIVES OF THE CITY OF GIG HARBOR SHORELINE MASTER PROGRAM.

POLICIES

12.1.1. Capital improvement projects identified for implementation and costing more than \$25,000 shall be included in the Six Year Schedule of Improvement of this element. Capital improvements costing less than \$25,000 should be reviewed for inclusion in the six-year capital improvement program and the annual capital budget.

12.1.2. Proposed capital improvement projects shall be evaluated and prioritized using the following guidelines as to whether the proposed action would:

- a. Be needed to correct existing deficiencies, replace needed facilities or to provide facilities required for future growth;
- b. Contribute to lessening or eliminating a public hazard;
- c. Contribute to minimizing or eliminating any existing condition of public facility capacity deficits;
- d. Be financially feasible;
- e. Conform with future land uses and needs based upon projected growth;
- f. Generate public facility demands that exceed capacity increase in the six-year schedule of improvements;
- g. Have a detrimental impact on the local budget.

12.1.3. The City sewer and water connection fee revenues shall be allocated to capital improvements related to expansion of these facilities.

12.1.4. The City identifies its sanitary sewer service area to be the same as the urban growth area. Modifications to the urban growth boundary will constitute changes to the sewer service area.

12.1.5. Appropriate funding mechanisms for development's fair-share contribution toward other public facility improvements, such as transportation, parks/recreation, storm drainage, will be considered for implementation as these are developed by the City.

12.1.6. The City shall continue to adopt annual capital budget and six-year capital improvement program as part of its annual budgeting process.

- 12.1.7. Every reasonable effort shall be made to secure grants or private funds as available to finance the provision of capital improvements.**
- 12.1.8. Fiscal policies to direct expenditures for capital improvements will be consistent with other Comprehensive Plan elements.**
- 12.1.9. The City and/ or developers of property within the City shall provide for the availability of public services needed to support development concurrent with the impacts of such development subsequent to the adoption of the Comprehensive Plan. These facilities shall meet the adopted level of service standards.**
- 12.1.10. The City will support and encourage joint development and use of cultural and community facilities with other governmental or community organizations in areas of mutual concern and benefit.**
- 12.1.11. The City will emphasize capital improvement projects which promote the conservation, preservation or revitalization of commercial and residential areas within the downtown business area and along the shoreline area of Gig Harbor, landward of Harborview Drive and North Harborview Drive.**
- 12.1.12. If probable funding falls short of meeting the identified needs of this plan, the City will review and update the plan, as needed. The City will reassess improvement needs, priorities, level of service standards, revenue sources and the Land Use Element.**

LEVEL OF SERVICE STANDARDS

The following Level of Service Standards (LOS) shall be utilized by the City in evaluating the impacts of new development or redevelopment upon public facility provisions:

- 1. Community Parks:
 - 7.1 gross acres of general open space per 1,000 population.
 - 1.5 gross acres of active recreational area per 1,000 population.
- 2. Transportation/Circulation:
 - Transportation Level of Service standards are addressed in the Transportation Element.
- 3. Sanitary Sewer:
 - Sanitary sewer level of service standards are addressed in the ~~City of Gig Harbor Wastewater Comprehensive Plan~~ Wastewater System “Inventory and Analysis” section of this Chapter.
- 4. Potable Water:
 - Potable water level of service standards are addressed in the ~~City of Gig Harbor Water System Comprehensive Plan~~ Water System “Inventory and Analysis” section of this Chapter.

Six Year Capital Improvement Program

PLAN IMPLEMENTATION AND MONITORING

Implementation

The six-year schedule of improvements shall be the mechanism the City will use to base its timing, location, projected cost and revenue sources for the capital improvements identified for implementation in the other comprehensive plan elements.

Monitoring and Evaluation

Monitoring and evaluation are essential to ensuring the effectiveness of the Capital Facilities Plan element. This element will be reviewed annually and amended to verify that fiscal resources are available to provide public facilities needed to support LOS standards and plan objectives. The annual review will include an examination of the following considerations in order to determine their continued appropriateness:

- a. Any corrections, updates and modifications concerning costs, revenue sources, acceptance of facilities pursuant to dedication which are consistent with this element, or to the date of construction of any facility enumerated in this element;
- b. The Capital Facilities Element's continued consistency with the other element of the plan and its support of the land use element;
- c. The priority assignment of existing public facility deficiencies;
- d. The City's progress in meeting needs determined to be existing deficiencies;
- e. The criteria used to evaluate capital improvement projects in order to ensure that projects are being ranked in their appropriate order or level of priority;
- f. The City's effectiveness in maintaining the adopted LOS standard and objectives achieved;
- g. The City's effectiveness in reviewing the impacts of plans of other state agencies that provide public facilities within the City's jurisdiction;
- h. The effectiveness of impact fees or fees assessed new development for improvement costs;
- i. Efforts made to secure grants or private funds, as available, to finance new capital improvements;
- j. The criteria used to evaluate proposed plan amendments and requests for new development or redevelopment;
- k. Capital improvements needed for the latter part of the planning period for updating the six-year schedule of improvements;
- j. Concurrency status.

Table 12.5 Capital Facilities Projects

Wastewater System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
6-Year Wastewater Capital Improvement Projects*					
Wastewater Treatment System					
1	Outfall Onshore Construction Phase I	2008	\$574,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
T12	Outfall Construction Marine Portion (Bogue View Park to Colvos Passage)Phase II From GH Bay out to Puget Sound	2010-11	\$8,791,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Utility Rates
T23	WWTP Expansion Phase I	2010-09	\$7,000,000 10,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Utility Rates
T34	WWTP Expansion Phase II	2011-2012	\$8,210,000,6,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Utility Rates
T4	Reuse and Reclamation Studies (\$100,000/yr)	2009-2014	\$500,000	6-year	Connection Fees/Utility Rates
T5	Annual Replacement, Rehabilitation and Renewal	2009-2014	\$610,000	6-year	Connection Fees/Utility Rates
5	Lift Station 4 Replacement	2008-2011	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
6	N. Harborview Sewer	2010	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
7	Harborview Main Sewer Upsize/Replacement	2009	\$1,000,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
8	Odor Control	2008-2012	\$250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
9	Reid Drive Lift Station Replace	2009	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
T6-10	Annual Water Quality Reporting	2008-2012 2009-2014	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
11	Annual Sewer Flow Metering Program	2008-2012	\$1,250,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
12	WWTP Centrifuge	2008	\$400,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
13	Lift Station MCC Upgrades	2008-2012	\$2,500,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
14	Comprehensive Plan Completion	2008	\$75,000	6-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
15	Spadoni Gravel Pit and adjacent property north of 96 th street between SR-16 and Burnham Drive for Reclamation Purposes	2010	\$1,700,000	6-year	State and Federal Transportation Funding/Grant
	Wastewater Treatment Subtotal		\$25,511,000 35,649,000		
Wastewater Collection or System Expansions					
C1	West Side of Hwy 16 from Tacoma community College to Rosedale Street	2012	\$2,977,000	6-year	Developer-funded
C2	Gig Harbor North (West Side)	2010	\$2,535,000	6-year	Developer-funded
C3	Sehmel Drive	2013	\$1,949,000	6-year	Developer-funded
C4	Purdy Drive from Hwy 16 to Peninsula High School	2013	\$4,504,000	6-year	Developer-funded
C5	Hunt & Skansie Drainage Basin	2009	\$10,145,000	6-year	Developer-funded
C1	Lift Station 1 Improvements (Crescent Creek Park)	2013	\$130,000	6-year	Connection Fees/Utility Rates
C2	Lift Station 3A Jockey Pump Replacement (Harborview Dr./N. Harborview Dr.)	2014	\$156,000	6-year	Connection Fees/Utility Rates
C3	Lift Station 4 Improvements (Harborview Dr./Rosedale St.)	2010-2013	\$2,595,100	6-year	Connection Fees/Utility Rates
C4	Lift Station 5 Improvements (Harborview Ferry Landing)	2013	\$130,000	6-year	Connection Fees/Utility Rates
C5	Lift Station 6 Improvements (Ryan St./Cascade Ave)	2009-2010	\$700,000	6-year	Connection Fees/Utility Rates
C6	Lift Station 7 Improvements (Ried Dr./Hollycroft St.)	2010	\$203,000	6-year	Connection Fees/Utility Rates
C7	Lift Station 8 Improvements (Harbor Country Dr.)	2012-2013	\$532,800	6-year	Connection Fees/Utility Rates
C8	Lift Station 9 Improvements (50 th St./Reid Dr.)	2013	\$127,000	6-year	Connection Fees/Utility Rates
C9	Lift Station 11 Improvements (38 th Ave./48 th St.)	2014	\$139,000	6-year	Connection Fees/Utility Rates
C10	Lift Station 12 Improvements (Woodhill Dr./Burnham Dr.)	2012-2013	\$1,502,500	6-year	Connection Fees/Utility Rates
C11	Lift Station 13 Improvements (Purdy Dr/SR-302)	2012-2013	\$400,900	6-year	Connection Fees/Utility Rates
C12	Install Flow Meter at LS1	2010	\$29,000	6-year	Connection Fees/Utility Rates
C13	Install Flow Meter at LS2	2011	\$31,000	6-year	Connection Fees/Utility Rates
C14	Install Flow Meter at LS3A	2014	\$38,000	6-year	Connection Fees/Utility Rates
C15	Install Flow Meter at LS4	2011	\$31,000	6-year	Connection Fees/Utility Rates
C16	Install Flow Meter at LS5	2013	\$36,000	6-year	Connection Fees/Utility Rates

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
C17	Install Flow Meter at LS6	2010	\$29,000	6-year	Connection Fees/Utility Rates
C18	Install Flow Meter at LS7	2010	\$29,000	6-year	Connection Fees/Utility Rates
C19	Install Flow Meter at LS8	2013	\$36,000	6-year	Connection Fees/Utility Rates
C20	Install Flow Meter at LS9	2013	\$36,000	6-year	Connection Fees/Utility Rates
C21	Install Flow Meter at LS10	2011	\$31,000	6-year	Connection Fees/Utility Rates
C22	Install Flow Meter at LS11	2014	\$38,000	6-year	Connection Fees/Utility Rates
C23	Install Flow Meter at LS12	2010	\$29,000	6-year	Connection Fees/Utility Rates
C24	Install Flow Meter at LS13	2014	\$38,000	6-year	Connection Fees/Utility Rates
C25	Install Flow Meter at LS14	2013	\$36,000	6-year	Connection Fees/Utility Rates
C26	Install Flow Meter at LS5	2013	\$36,000	6-year	Connection Fees/Utility Rates
C27	Install Future Lift Station 10A (56 th St./36 th Ave.) and Forcemain	2010	\$1,206,000	6-year	Developer Funded
C28	Install Future Lift Station 17A (Skansie Ave./90 th St.) and Forcemain	2011	\$1,581,000	6-year	Developer Funded
C29	Install Future Lift Station 21A (Hunt St/Skansie Ave.) and Forcemain	2010	\$1,518,000	6-year	Developer Funded
C30	Wastewater Comprehensive Plan	2014	225,100	6-year	Connection Fees/Utility Rates
-	Subtotal		\$22,110,000		
Gravity Sewer Replacements					
E1	Harborview Drive from WWTP to Rosedale	2012	\$2,137,000	6-year	Capital reserves
E2	Rosedale Street from Hwy 16 to Shirley Avenue	2010	\$1,193,000	6-year	Capital reserves
E3	Harborview Drive from Rosedale to Soundview	2010	\$808,000	6-year	Capital reserves
E4	Soundview Drive from Harborview to Grandview	2009	\$972,000	6-year	Capital reserves
E5	Soundview Drive from Erickson to Olympic	2013	\$1,512,000	6-year	Capital reserves
	Wastewater Collection Subtotal		\$10,064,400 6,622,000		
	Wastewater Total 6-year		\$35,575,400 64,381,000		
20-Year Sewer Capital Improvement Projects**					
Collection System					
1	Harborview Drive to WWTP	2014-2028	\$4,000,000	20-year	PWTF/ SRF/ revenue

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
					bonds /Connection Fees/Sewer Rates
2	Rosedale Drive Main Upsize	2010-2030	\$3,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
3	Soundview Dr— Harborview to Grandview Main Upsize	2010-2030	\$3,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
4	Soundview Drive to Erickson Main Upsize	2010-2030	\$4,000,000	20-year	PWTF/ SRF/ revenue bonds /Connection Fees/Sewer Rates
-	Subtotal	-	\$14,000,000	-	-
Gravity Sewer Replacements					
E6	Burnham Drive from Harborview Drive to 96th Street	2010-2030	\$456,000	20-year	Capital Reserves
E7	N. Harborview Dr. from Peacock Hill Ave. to L.S. #2	2010-2030	\$238,000	20-year	Capital Reserves
E8	45th Street and Easement East of Point Fosdick Drive	2010-2030	\$953,000	20-year	Capital Reserves
-	Subtotal	-	\$1,647,000	-	-
Lift Station and Force Main Improvements					
L4-1	Lift Station 4, Phase 1	2010-2030	\$1,121,000	20-year	
L4-2	Lift Station 4, Phase 2	2010-2030	\$295,000	20-year	
L8	Lift Station No.8	2010-2030	\$568,000	20-year	Capital Reserves
L3-2	Lift Station No. 3, Phase 2	2010-2030	\$162,000	20-year	Capital Reserves
L1	Lift Station No. 1	2010-2030	\$470,000	20-year	Capital Reserves
-	Subtotal	-	\$2,616,000	-	-
-	Total 20-year	-	\$18,263,000	-	-

* Estimated costs are in year of project
 ** Estimated costs are in 2009 dollars

Notes:

- (1) PWTF - Public Works Trust Fund
 - (2) SFR - State Revolving Fund
- Estimated costs are based on dollars value in the estimated year of the project.

Water System Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
6-Year Water Capital Improvement Projects*					
1	Storm Tank Maintenance	2008-2010	\$500,000	6-year	Local Utility Fees &/or Revenue Bonds
2	Design Harborview/Stinson	2008	\$180,000	6-year	Local Utility Fees &/or Revenue Bonds
3	Design Harborview Water Main	2008	\$200,000	6-year	Local Utility Fees &/or Revenue Bonds

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
14	Asbestos Cement Water Line Replacement Program City Wide (\$75,000/yr)	201008-201412	\$375340,000	6-year	Connection Fees/Utility Rates-Local Utility Fees &/or Revenue Bonds
25	Water Systems Upgrades (\$50,000/yr)	200908-201412	\$300278,000	6-year	Connection Fees/Utility Rates-Local Utility Fees &/or Revenue Bonds
36	Stinson Avenue Water Main Replacement Harborview/ Stinson 12" Upsize	201009	\$275,000 800,000	6-year	Connection Fees/Utility Rates-Local Utility Fees &/or Revenue Bonds
47	Harborview Drive Water Main Replacement – N. Harborview Dr. to Rosedale St.	2010-201109	\$1,400950,000	6-year	Development Mitigation/Connection Fees/Utility Rates Local Utility Fees &/or Revenue Bonds
8	Well No. 6	2009-2014	\$1,740,000	6-year	Local Utility Fees &/or Revenue Bonds
59	Water Rights Annual Advocate for /Permitting (\$4075,000/year)	200908-2012	\$160375,000	6-year	Connection Fees/Utility Rates-Local Utility Fees &/or Revenue Bonds
40	GIS Inventory	2008-2012	\$80,000	6-year	Local Utility Fees &/or Revenue Bonds
611	Well No. 11 – Deep Aquifer Well Gig Harbor North Well Permitting/Design	2008-2009-2013	\$4,174,600 2,000,000	6-year	SEPA Mitigation/Developers/ Connection Fees /Utility Rates
712	Well No. 10	2008-2009-2010	\$350150,000	6-year	SEPA Mitigation/Developers Utility Rates/ Connection Fees
813	Harbor Hill Drive Water Main Extension	2009-2014	\$450,200 160,000	6-year	Development Mitigation/Connection Fees/Utility Rates Local Utility Fees, Revenue Bonds, &/or Developer Funded
914	Harborview Drive Loop Dead End	2011-2009-2014	\$503,500 405,000	6-year	Development Mitigation/Connection Fees/Utility Rates Local Utility Fees &/or Revenue Bonds
1015	Tarabochia Street Water Main Replacement	201209-2014	\$44,000 40,000	6-year	Connection Fees/Utility Rates-Local Utility Fees &/or Revenue Bonds
1116	Grandview Street Water Main Replacement	201209-2014	\$424,400 59,000	6-year	Development Mitigation/Connection Fees/Utility Rates Local Utility Fees &/or Revenue Bonds

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1217	96 th Street <u>Water Main Extension</u>	201409-2014	\$269,000	6-year	Development Mitigation/Connection Fees/Utility Rates Local Utility Fees, Revenue Bonds, &/or Developer Funded
1318	Woodworth Avenue <u>Water Main Replacement</u>	201309-2014	\$116,700 50,000	6-year	Connection Fees/Utility Rates Local Utility Fees &/or Revenue Bonds
1419	Shurgard East Tee and <u>Water Main Replacement</u>	2013 2009-2014	\$437,100 52,000	6-year	Development Mitigation/Connection Fees/Utility Rates Local Utility Fees &/or Revenue Bonds
15	<u>Water System Plan Update</u>	2014	\$112,600	6-year	Connection Fees/Utility Rates
	Subt <u>Water Total</u>		\$9,392,100 8,628,000 *		
20-Year Water Capital Improvement Projects**					
1	Upgrade Perrow Well	2010-2030	\$92,000	20-year	Undetermined
2	500,000 Gallon Storage Tank	2010-2030	\$1,500,000	20-year	Undetermined
3	Shurgard Tank to Soundview	2010-2030	\$122,000	20-year	Undetermined
4	Pioneer Way	2010-2030	\$74,000	20-year	Undetermined
5	Reid & Hollycroft Intertie	2010-2030	\$3,000	20-year	Undetermined
6	Shore Acres Connection Improvements	2010-2030	\$56,000	20-year	Undetermined
7	Sehmel Drive Extension	2010-2030	\$543,000	20-year	Undetermined
8	Conjunctive Strategy	2010-2030	\$2,000,000	20-year	Undetermined
	Subtotal	-	\$ 4,390,000 **	-	-

Note:

*Estimated costs are in year of project — ** Estimated costs are in 2009 dollars

Park, Recreation & Open Space Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
1	City Park Improvements	ongoing		6 year	Grants/Local
2	City Skate Park Improvements	2008-2010	\$30,000	6 year	Local
3-2	GPHS Museum Creek Easement <u>Acquisition</u>	2008-2009 2012	\$400,000 \$425,000	6 year	Local
4 3	Gig Harbor North Park	2008-2012	\$3,000,000	6 year	Developer Mitigation/Impact
5 4	Jerisich Dock Moorage Extension	2008-2009 2010-2012	\$200,000 \$300,000	6 year	Fees/Grants/Donations
6 5	Cushman Trail Phase III <u>Kimball 96th to Borgen</u>	2008-2009 2011	\$664,000 1,500,000	6 year	Local/County
7 6	Boys and Girls Club/ Senior Center	2009 2010-2011	\$150,000 250,000	6 year	Local
8 7	Pioneer Way Streetscape	2008-2012	\$127,000	6 year	Local

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Sources
9 8	Austin Estuary Park	2008-2012	\$100,000 455,000	6 year	Local RCO Grant
10 9	Skansie House Remodel	2010-2012	\$60,000 - \$100,000 \$300,000	6 year	PSRC Grant/Local/Lodging Tax
11 10	Skansie Netshed Repair and Restoration	2008-2010 2010-2014	\$450,000	6 year	Heritage Grant/Local
12 11	Wheeler Pocket Park	2009-2012	\$35,000 70,000	6 year	Local
13 12	Wilkinson Farm Barn Restoration	2009-2010- 2014	\$200,000	6 year	Heritage Barn Grant/Local Match
14 13	Wilkinson Farm Park Development	2010-2013	\$900,000	6 year	State IAC RCO Grant/Preservation Grants/Local Match
15 14	WWTP/Cushman Trail Access	2008-2009 2010-2012	\$25,000	6 year	Local
16	Crescent Creek West Shore Acquisition	2008-2011	\$200,000	6 year	Grant/Local
17 15	Kenneth Leo Marvin Veterans Memorial Park Phase 2	2008-2010 - 2015	\$900,000 \$250,000	6 year	IAC Grant/Impact Fees/Local
18 16	Eddon Boatyard Building Dock Restoration	2008-2010- 2011	\$980,000 \$250,000	6 year	Heritage Grant
19	Eddon Boatyard Building Impervious Containment Barrier	2007	\$25,000	6 year	Heritage Grant/Local
20 17	Eddon Boat Park Development	2009-2011- 2014	\$2,000,000	6 year	RCO Grants/ Local
21	Eddon Park Environmental Cleanup	2007-2008	\$2,000,000	6 year	Brownsfields Grants/ Harbor Cove Escrow Account
22	Tarabochia Public Parking Lot	2007-2008	\$30,000	6 year	Local
23 18	Maritime Pier – Dock Improvements	2008-2010- 2012	\$50,000 \$4,500,000	6 year	Local
30	Old Miller Property acquisition and development.	2009	\$360,000	6 year	Local/Impact Fees
31	Hoppen Property at the mouth of Crescent Creek.	2009-2014	\$250,000	6 year	Pierce County Conservation Futures/Local
32	Cushman Trail Extension North to Borgen Boulevard	2009	\$7,000,000	6 year	Pierce County Funds/Local
33 19	North/Donkey Creek Corridor. (Conservation Properties) Northwest of Donkey Creek Park along the Creek.	2010-2014	\$1,500,000	6 year	County Conservation Futures
34 20	Jerisich / Skansie Park Development	2009-2010	\$150,000	6 year	Local
35	Sand Volleyball Court @ Crescent Creek Park	2009	\$30,000	6 year	Private Funding/Local
36 21	Sewer Easement Trail (Veterans Park to 45 th Street Court)	2009-2014	\$300,000	6 year	Local
22	Donkey Creek Restoration	2010 - 2016	\$1,200,000	6 year	Local/Federal
	Subtotal		\$20,331,000 \$17,912,000		

Notes:

- (1) CFP - Capital Facilities Program
- (2) GI Fee - Growth Impact Fee
- (3) Bond - Park, Recreation & Open Space Bond

Storm-Water System-Projects

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
1	Update storm facilities mapping (\$50,000/yr)	Annually	\$30030,000	6-year	Connection Fees/Utility Rates Local
2	Garr Creek Tributary Channel (38 th St)/WWTP Erosion Study Hot Spot	2010Annually	\$50,00025,000	6-year	Connection Fees/Utility Rates Local
3	38 th Street – Hunt to Goodman	2008-2009	\$1,000,000	6-year	TIB/Safe Routes to Schools/Local
3	38 th /Quail Run Ave Storm Culverts	2014	\$208,200	6-year	Connection Fees/Utility Rates
4	Donkey Creek Daylighting	201109	\$1,236,000 1,200,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
5	Donkey Creek Culvert under Harborview Drive	201413	\$546,400 500,000	6-year	State/Federal Salmon Recovery Grants/Earmarks
6	Annual Storm Culvert Replacement Program (\$50,000/yr)	2009-20143	\$300250,000/ year	6-year	Storm Water Utility Fees Connection Fees/Utility Rates
7	50 th Street Box Culvert	200812	\$371,300 350,000	6-year	Storm Water Utility Fees Connection Fees/Utility Rates
8	Quail Run Water Quality System Improvements-Storm Comp Plan Update	201008	\$15,0001,000,000	6-year	Storm Water Utility Fees Connection Fees/Utility Rates
9	Annual NPDES Implementation Expenses	20098-2014	\$100,000	6-year	Storm Water Utility Fees Connection Fees/Utility Rates /State Grant
10	Stormwater retention, wetland mitigation and detention for Burnham interchange improvements: — Potential properties in proximity to Burnham interchange.	2010	\$2,000,000	6-year	State/Federal Transportation Funding/Grant
10+	Aquifer Re-charge - Spadoni Gravel Pit and adjacent property north of 96 th street between SR-16 and Burnham Drive.	20110	\$1,700,000	6-year	State/Federal Transportation Funding/Grant

Project No.	Project	Projected Year	Cost	Plan	Primary Funding Source
<u>11</u>	<u>Burnham Drive/96th Street Culvert Replacement</u>	<u>2014</u>	<u>\$56,300</u>	<u>6-year</u>	<u>Connection Fees/Utility Rates</u>
<u>12</u>	<u>Borgen Boulevard/Peacock Hill Avenue Culvert Replacement</u>	<u>2014</u>	<u>\$36,600</u>	<u>6-year</u>	<u>Connection Fees/Utility Rates</u>
<u>13</u>	<u>102nd Street Court Culvert Replacement</u>	<u>--</u>	<u>\$20,000</u>	<u>6-year</u>	<u>Private Development</u>
<u>14</u>	<u>Burnham Drive/Harborview Drive Rock Spall Pad Construction</u>	<u>--</u>	<u>\$15,000</u>	<u>6-year</u>	<u>Private Development</u>
<u>15</u>	<u>101st Street Court Detention Pond Reconstruction</u>	<u>--</u>	<u>\$25,000</u>	<u>6-year</u>	<u>Private Development</u>
<u>16</u>	<u>101st Street Court Culvert Replacement</u>	<u>--</u>	<u>\$20,000</u>	<u>6-year</u>	<u>Private Development</u>
<u>17</u>	<u>Stormwater Comprehensive Plan Update</u>	<u>2014</u>	<u>\$112,600</u>	<u>6-year</u>	<u>Connection Fees/Utility Rates</u>
	Subt-Stomwater Total		\$5,112,400 8,155,000		

* Private property—costs to be borne by property owner or developer

Notes:

- Costs shown above are estimates and do not include such items as permitting costs, sales tax, right-of-way acquisition, utility relocations, trench dewatering, traffic control or other unforeseen complications.
- Private Development funding indicates the full cost for the project shall be borne by property owner(s) or developer(s).

(2) “Hot Spots” refers to the discretionary funds for emergencies and small projects that can be easily repaired or otherwise taken care of quickly

Transportation Improvement Projects

Project No.	Project Name	Projected Start Year	Estimated Cost	Plan	Funding Source
<u>1</u>	<u>SR-16/Borgen/Canterwood Hospital Mitigation Improvements</u>	<u>2009</u>	<u>\$11,000,000</u>	<u>6-Year</u>	<u>State/Local</u>
<u>2</u>	<u>50th St Ct NW Improvements</u>	<u>2009</u>	<u>\$1,600,000</u>	<u>6-Year</u>	<u>State/Local</u>
<u>3</u>	<u>Harbor Hill and Borgen Intersection Improvements</u>	<u>2013</u>	<u>\$704,000</u>	<u>6-Year</u>	<u>Developer/Local</u>
<u>4</u>	<u>Rosedale and Stinson Intersection Improvements</u>	<u>2013</u>	<u>\$275,000</u>	<u>6-Year</u>	<u>Local</u>
<u>5</u>	<u>38th Ave Improvements Phase 1</u>	<u>2009</u>	<u>\$9,790,000</u>	<u>6-Year</u>	<u>State/Local</u>
<u>6</u>	<u>Harbor Hill Drive Extension</u>	<u>2009</u>	<u>\$1,000,000</u> <u>\$5,500,000</u>	<u>6-Year</u>	<u>Developer/Local</u>
<u>7</u>	<u>Burnham Dr Phase 1</u>	<u>2011</u>	<u>\$6,700,000</u>	<u>6-Year</u>	<u>State/Local/Developer</u>
<u>8</u> <u>9</u>	<u>Soundview and Hunt Intersection Improvements</u>	<u>2012</u>	<u>\$660,000</u>	<u>6-Year</u>	<u>Developer/Local</u>
<u>9</u> <u>15</u>	<u>38th Ave Improvements Phase 2</u>	<u>2009</u>	<u>\$5,280,000</u>	<u>6-Year</u>	<u>State/Local</u>
<u>10</u> <u>16</u>	<u>Skansie Ave Improvements</u>	<u>2010</u>	<u>\$9,460,000</u>	<u>6-Year</u>	<u>Local</u>
<u>11</u>	<u>Hunt St</u>	<u>2014</u>	<u>\$480,000</u>	<u>6-Year</u>	<u>Local</u>
<u>12</u>	<u>Hunt St Undercrossing</u>	<u>2012</u>	<u>\$6,160,000</u>	<u>6-Year</u>	<u>Local</u>

Project No.	Project Name	Projected Start Year	Estimated Cost	Plan	Funding Source
13 10	Olympic/Fosdick Intersection Improvements	2009	\$440,000	6-Year	Developer/Local
14 11	Wollochet Dr Improvements	2010	\$660,000	6-Year	Developer/Local
15 12	Harborview/N Harborview Intersection Improvements	2010	\$1,650,000	6-Year	Local
16 13	SR 16/Olympic Drive	2012	\$825,000	6-Year	State/Local
17 8	Burnham Dr/Harbor Hill Drive Intersection Improvements	2010	\$2,200,000	6-Year	Developer/Local
18 14	Rosedale St/Skansie Ave Intersection Improvements	2011	\$ 275,000	6-Year	Local
19 17	Rosedale St Improvements	2010	\$3,740,000	6-Year	State/Local
20 18	Olympic/Hollycroft Intersection Improvements	2013	\$26,000	6-Year	Local
21 19	Vernhardson St Improvements	2013	\$375,000	6-Year	Local
22 20	Point Fosdick Pedestrian Improvements	2010	\$1,100,000	6-Year	State/Local
23 21	Harborview Dr. Improvements from N. Harborview Dr. to Pioneer Wy	2011	\$100,000	6-Year	State/Local
24 22	Judson/Stanich/Uddenberg Improvements	2012	\$2,090,000	6-Year	State/Local
25 23	Donkey Creek Daylighting Street and Bridge Improvements	2009	\$2,050,000	6-Year	Federal/State/Local
26 24	Wagner Way/Wollochet Drive Traffic Signal	2009	\$300,000	6-Year	Developer/Local
27 25	Grandview Drive Phase I from Stinson to Pioneer	2010	\$500,000	6-Year	Developer/Local
28 26	Grandview Drive Phase 2 from Soundview to McDonald	2009	\$860,000	6-Year	Local
29 27	Pt Fosdick/56th Street Improvements	2010	\$4,000,000	6-Year	State/Local
	Subtotal 6-Year:		\$74,300,000 \$72,056,000		
30	Canterwood Boulevard from SR16 to 54th Ave	2020	\$ 8,000,000	20-Year	State/Local
31	Borgen Boulevard from Peacock Hill to Harbor Hill	2020	\$6,600,000	20-Year	Local
32	Rosedale Street from Stinson to 58th Ave	2020	\$5,500,000	20-Year	Local
33	Peacock Hill from Borgen to 127th Street	2020	\$4,100,000	20-Year	Local
34	Bujacich Road from Schmel to 89th Street	2020	\$6,900,000	20-Year	Local
35	Stinson Ave from Rosedale to Harborview	2020	\$220,000	20-Year	Local
36	Hunt Street NW from Skansie Ave to 38th Ave	2020	\$2,300,000	20-Year	State/Local
37	Soundview Drive from SR16WB Ramp to Hunt Street NW	2020	\$700,000	20-Year	State/Local
38	New Road from 50th Ave to Harbor Hill Drive	2020	\$1,100,000	20-Year	Developer/Local
39	50th Ave from New Road to	2020	\$2,300,000	20-Year	Developer/Local

Project No.	Project Name	Projected Start Year	Estimated Cost	Plan	Funding Source
	Burnham Drive				
40	SR16/Borgen/Burnham Interchange (Long Term Solution)	2020	\$56,000,000	20-Year	State/Local
41	Harborveiw Drive at Stinson Ave	2020	\$660,000	20-Year	Local
42	Stinson Ave at Pioneer Way	2020	\$330,000	20-Year	State/Local
43	38th Ave at 56th Street	2020	\$150,000	20-Year	Local
44	SR16/Olympic Drive	2020	\$440,000	20-Year	State/Local
	Subtotal 20-Year:		\$95,300,000		
45	96th Street SR16 Crossing	2030	\$8,000,000	Other	State/Local
46	Briarwood Lane Improvments	2015	\$500,000	Other	Local
47	Frankilin Ave Improvements	2015	\$500,000	Other	Local
48	Street Connections - Point Fosdick Area	2015	\$600,000	Other	Local
49	Crescent Valley Connector	2030	\$2,000,000	Other	Local
50	Downtown Parking Lot Design	2009	\$60,000	Other	Local
51	Downtown Parking Lot property acquisition	2009	n/a	Other	Local
52	Purchase land for ROW, stormwater improvements, wetland mitigation	2008	n/a	Other	Local
53	Public Works Operations Facility	2010	\$1,125,000	Other	Local
	Subtotal Other:		\$12,785,000		
	TOTAL Transportation Total:		\$182,385,000		
			\$84,841,000		

Exhibit “H”
Application COMP 09-0011:
Utilities Element

Showing page with amendment.

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

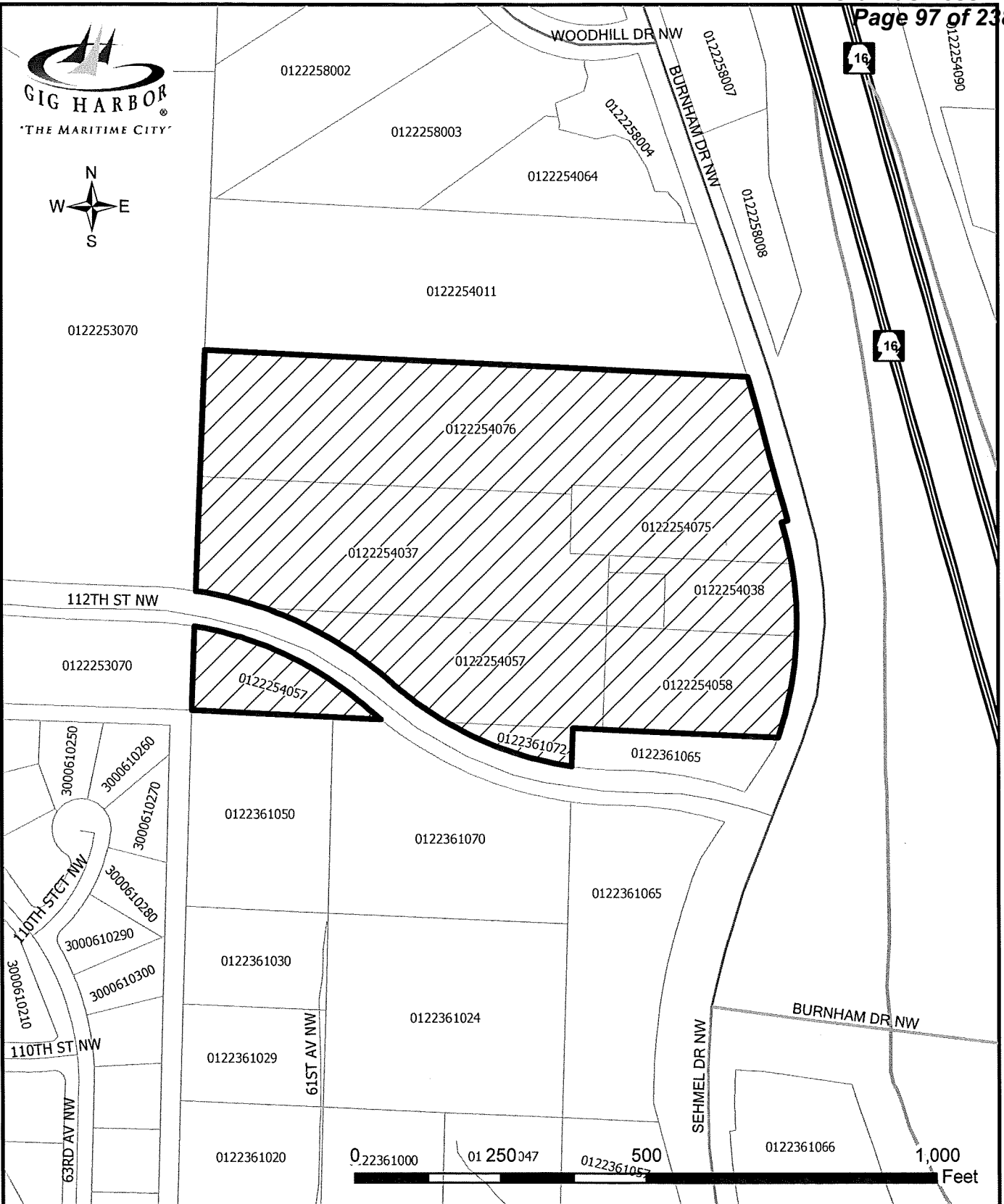
- a) Provide for the upgrade of substandard water systems within the City limits to comply with City Fire Protection Codes.
- b) Require new projects and developments and substantial redevelopment of existing developments to participate in the upgrade of existing water systems to meet the latest City 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's Comprehensive Water System Plan within the City's Water Service Area.

GOAL 8.5: OPERATE AND MAINTAIN AN EFFICIENT WASTE WATER TREATMENT FACILITY WHICH IS CAPABLE OF PROVIDING THE NEEDED SEWER CAPACITY FOR THE CITY AND ITS URBAN GROWTH AREA.

8.5.1. Increase the capacity and overall efficiency of the City of Gig Harbor waste water treatment facility by planning for phased expansion and improvements consistent with the City's capital facilities plan.

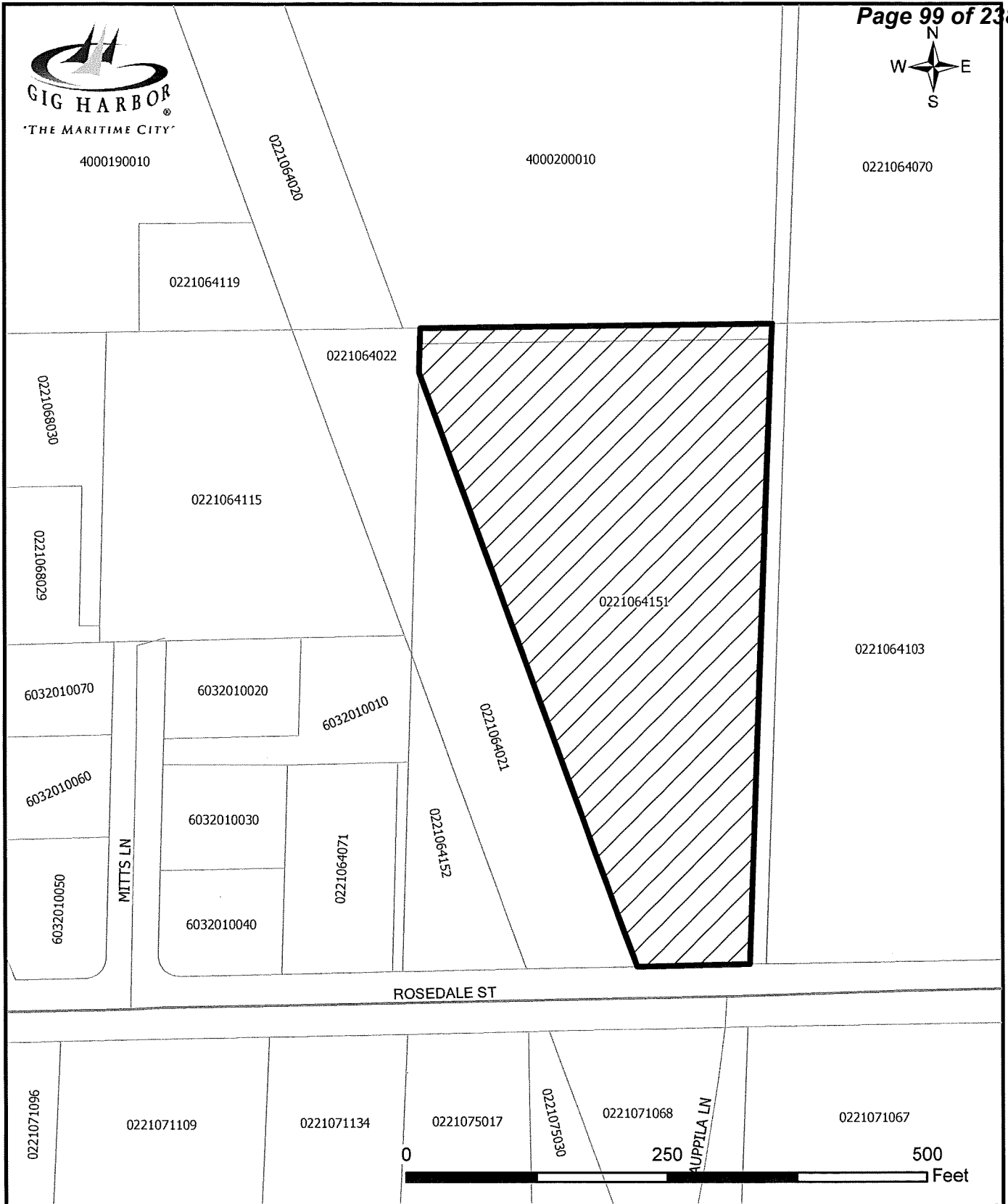
- a) Develop and implement the City of Gig Harbor Sewer Comprehensive Plan which provides for capacity and timing of needed sewage infrastructure for a projected twenty-year growth period.
- b) Provide sewer service to properties outside of the City limits, but within the urban area, consistent with adopted policies on sewer service extension requests.
- c) Require new residential and commercial development within City limits to connect to the City sewer system. Within the unincorporated area served, or to be served by city sewer within six years of the development date, require sewer connection if the development is within 200 feet of the city sewer line.
- d) Require existing residential and commercial development within 200 feet of a city sewer line to connect to city sewer if there is failure of on-site septic systems, as documented by the Tacoma-Pierce County Health Department.

Exhibit "I"
Application COMP 09-0004:
Sunrise Enterprises Land Use Map
Amendment



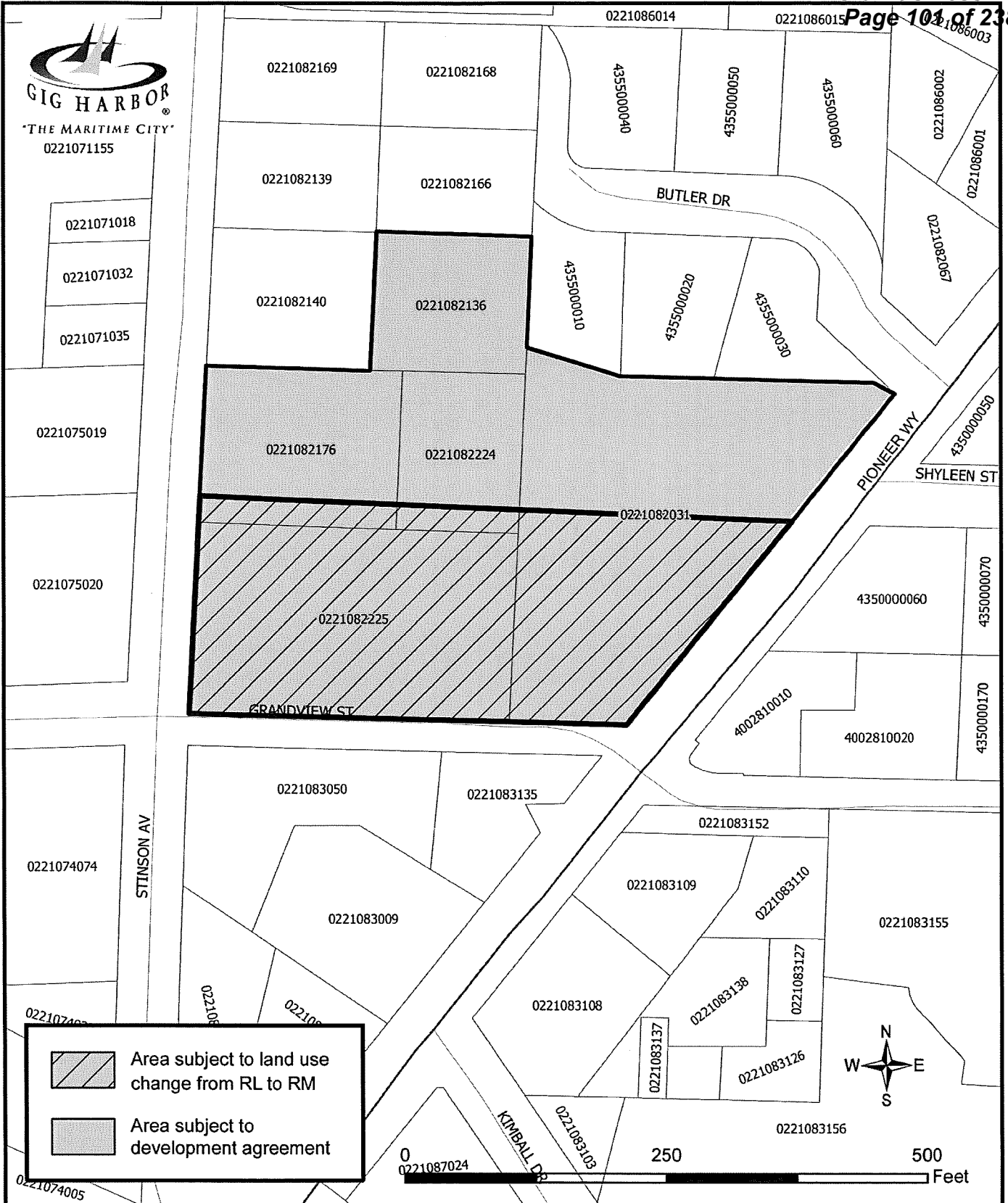
**COMP 09-0004 Sunrise Enterprises Land Use Amendment
Employment Center (EC) to Commercial/Business (CB)**

Exhibit “J”
Application COMP 09-0005:
Haven of Rest Land Use Map
Amendment



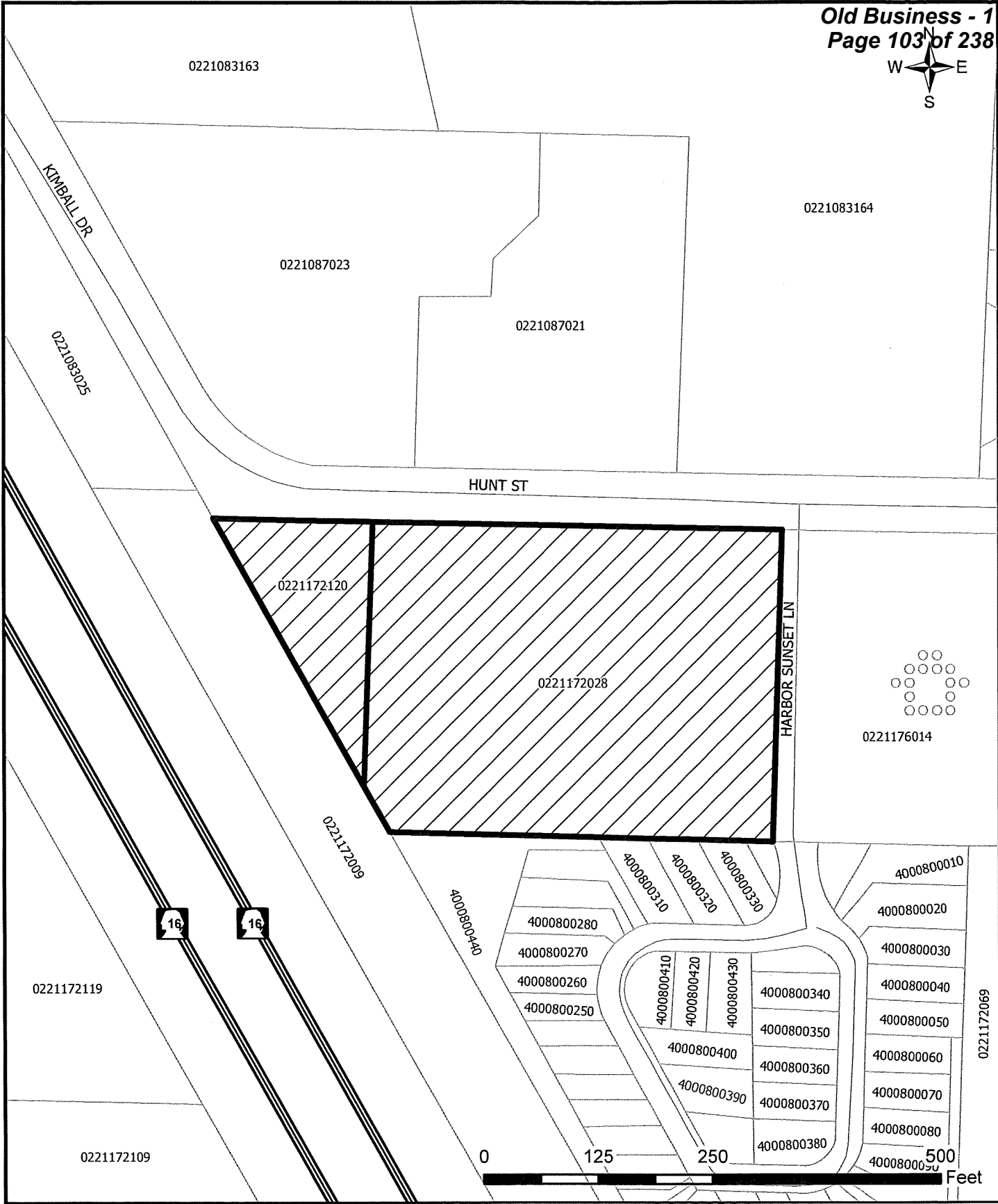
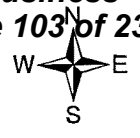
**COMP 09-0005 Haven of Rest Land Use Amendment
Residential Low (RL) to Residential Medium (RM)**

Exhibit “K”
Application COMP 09-0012:
3700 Grandview Land Use Map
Amendment



**COMP 09-0012 3700 Grandview Land Use Amendment
Residential Low (RL) to Residential Medium (RM)**

Exhibit "L"
Application COMP 09-0013:
Stroh's Water System Service Area
Amendment



Stroh's Water Service Area Amendment COMP 09-0013

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.

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 limit the allowed uses and residential development standards; 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

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 AND LAND USE**

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 November 9, 2009, 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. Limitation on Future Land Use and Density. In the event the Property is rezoned to the R-2 zoning district, Owner, on behalf of itself, its heirs, successors and assigns, hereby covenants and agrees that land uses shall be limited to those uses allowed (permitted or conditional) in the Single-Family Residential (R-1) zoning district. Cemetery, Community Recreation Hall and Club uses will be allowed as conditional uses. Owner, on behalf of itself, its heirs, successors and assigns, further covenants and agrees that development of residential uses shall conform to the development standards for the R-1 zoning district, including but not limited to a maximum of 4 dwelling units per acre, calculated in accordance with chapter 17.05 of the Gig Harbor Municipal Code (Density in Residential Zones).

3. 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.

4. Term. This Agreement shall commence upon the effective date of the resolution approving this Agreement, and shall continue in force for a period of 20 years unless extended or terminated in the manner set forth in Section 5 below.

5. 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.

6. 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.

7. 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
P.O. Box 156
Gig Harbor, WA 98335

City of Gig Harbor
ATTN: Molly Towslee, City Clerk
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.

8. 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.

9. 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.

10. 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.

11. 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.


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

13. 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: 
Its: President

By: _____
Its Mayor

ATTEST:

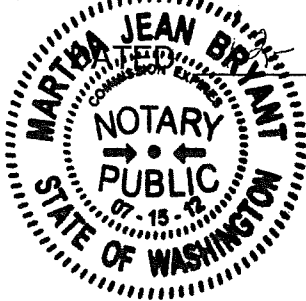
City Clerk

APPROVED AS TO FORM:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Robert L. 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.



8-09

Martha Jean Bryant
Printed: Martha Jean Bryant
NOTARY PUBLIC in and for Washington
Residing at: Pierce
My appointment expires: 7-15-2012

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: _____

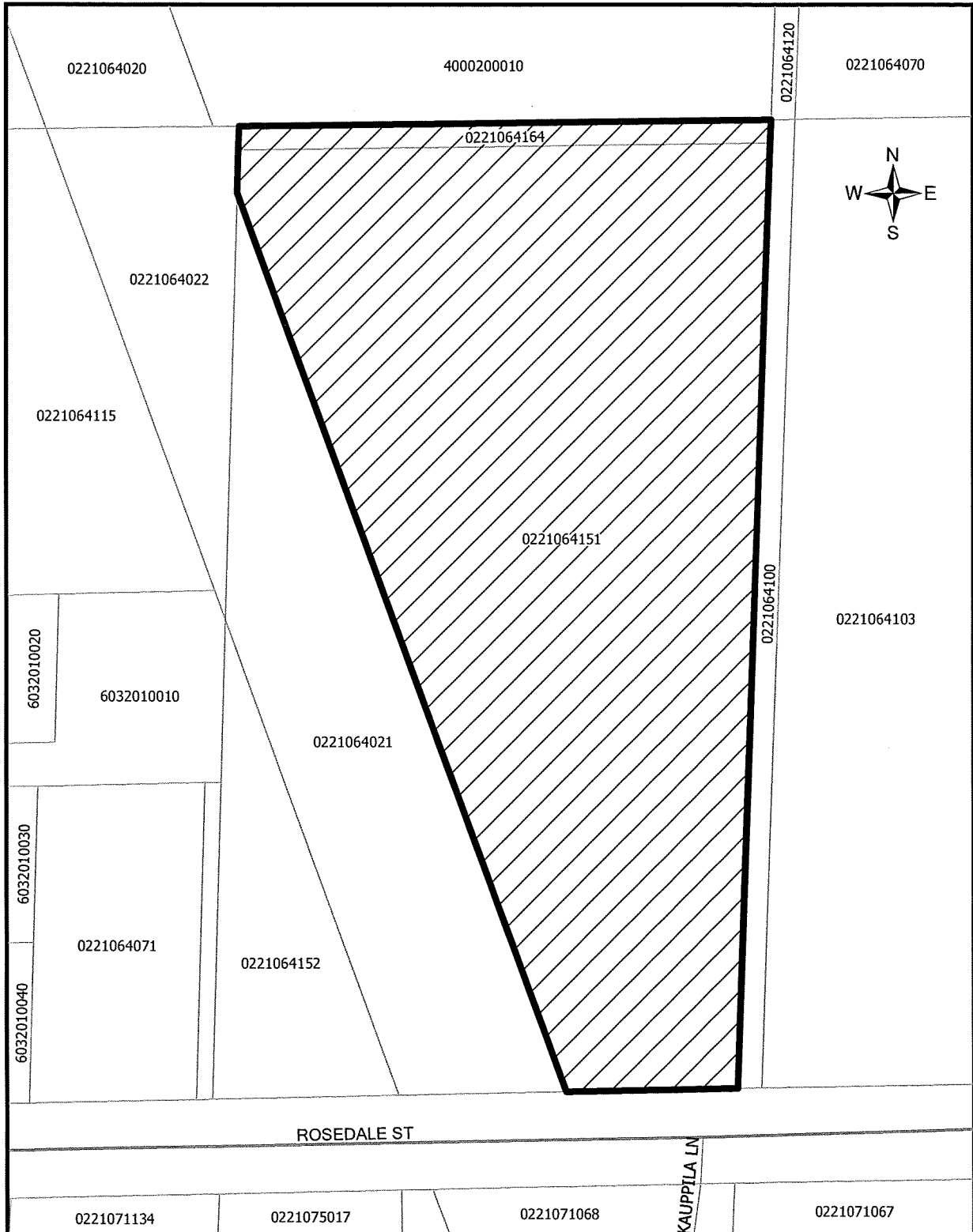


Exhibit A
COMP 09-0005 Haven of Rest Development Agreement

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 November 9, 2009, 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 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 twenty (20) 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, and such application must be made within the two-year period after the effective date of approval of COMP 09-0012. 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 development. 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. At the time of submittal of development permits for the development on Area 1, each tree to be retained shall be flagged with a visible mark (e.g., streamer, paint). Developer acknowledges that additional tree protection measures may be required by the Gig Harbor Municipal Code or as a condition of permit approval.

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. Tree Loss and Replacement.

A. In the event any trees that are required to be retained under this Agreement are lost for any reason including but not limited to construction, wind, storm, topping, disease, such trees shall be replaced no later than three months following the loss, unless a certified arborist provides a written statement that a delay in planting is warranted, as follows:

(i) Owner shall replace each deciduous tree lost with three deciduous trees of similar type (height at maturity, growth rate, spread), measuring 3 inches in diameter as measured six inches above grade, as near as practical to the site of the original tree loss.

(ii) Owner shall replace each evergreen tree lost with three evergreen trees of similar type (height at maturity, growth rate, spread), no less than 8 feet in height at planting, as near as practical to the site of the original tree loss.

(iii) In the event a replacement tree is lost for any reason, Owner shall replace such tree with another tree of similar type.

B. In addition to the replacement of any lost tree, Owner agrees to pay the City \$1,000 per lost tree, within 30 days of request by the City, and agrees that the City

may withhold development approvals until all amounts due under this Section are paid in full.

Section 12. 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 13. 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 14. 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 15. 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 16. 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 17. 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 17(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 new single-family residence and the lot upon which such residence is located within Area 2, 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 18. 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 19. 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 20. 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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 27. 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 28. 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 29. 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

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that MARTY PAUL 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 MEMBER 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: 12/09/2009



Kimberly Marie Taurman
Printed: KIMBERLY MARIETAURMAN
NOTARY PUBLIC in and for Washington
Residing at: GIG HARBOR, WA
My appointment expires: 07-24-2013

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 the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: _____

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°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°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°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°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°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 NORTHWEST QUARTER OF SAID SECTION 8; THENCE WESTERLY ON SAID NORTH LINE OF SAID SUBDIVISION NORTH 89°17'10" WEST 147.63 FEET TO THE EAST LINE OF SAID STINSON ROAD; THENCE SOUTHERLY SOUTH 02°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°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.

ALSO:
EXCEPTING ROADS

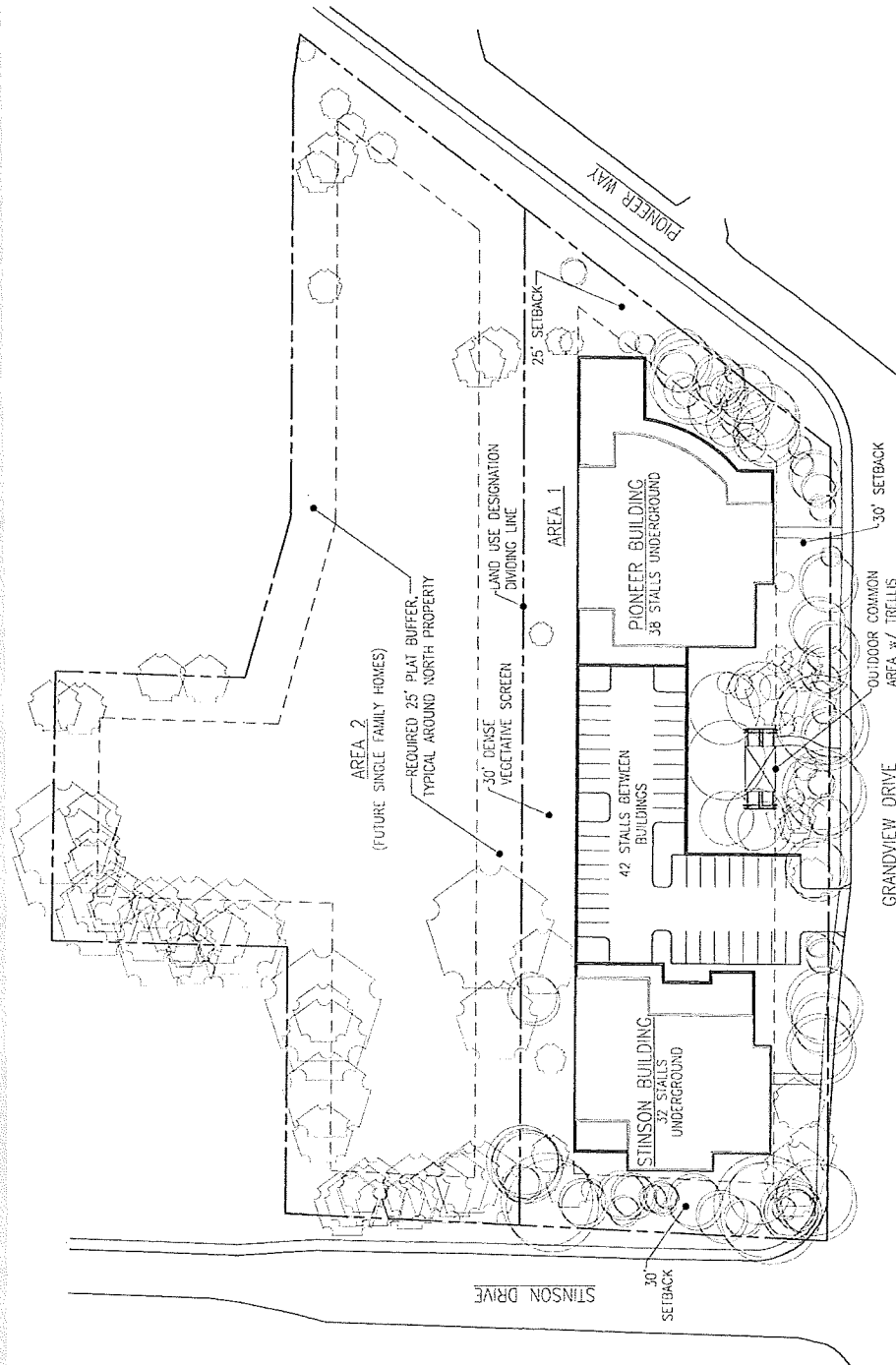


EXHIBIT B - SITE PLAN

NOVEMBER 9, 2009

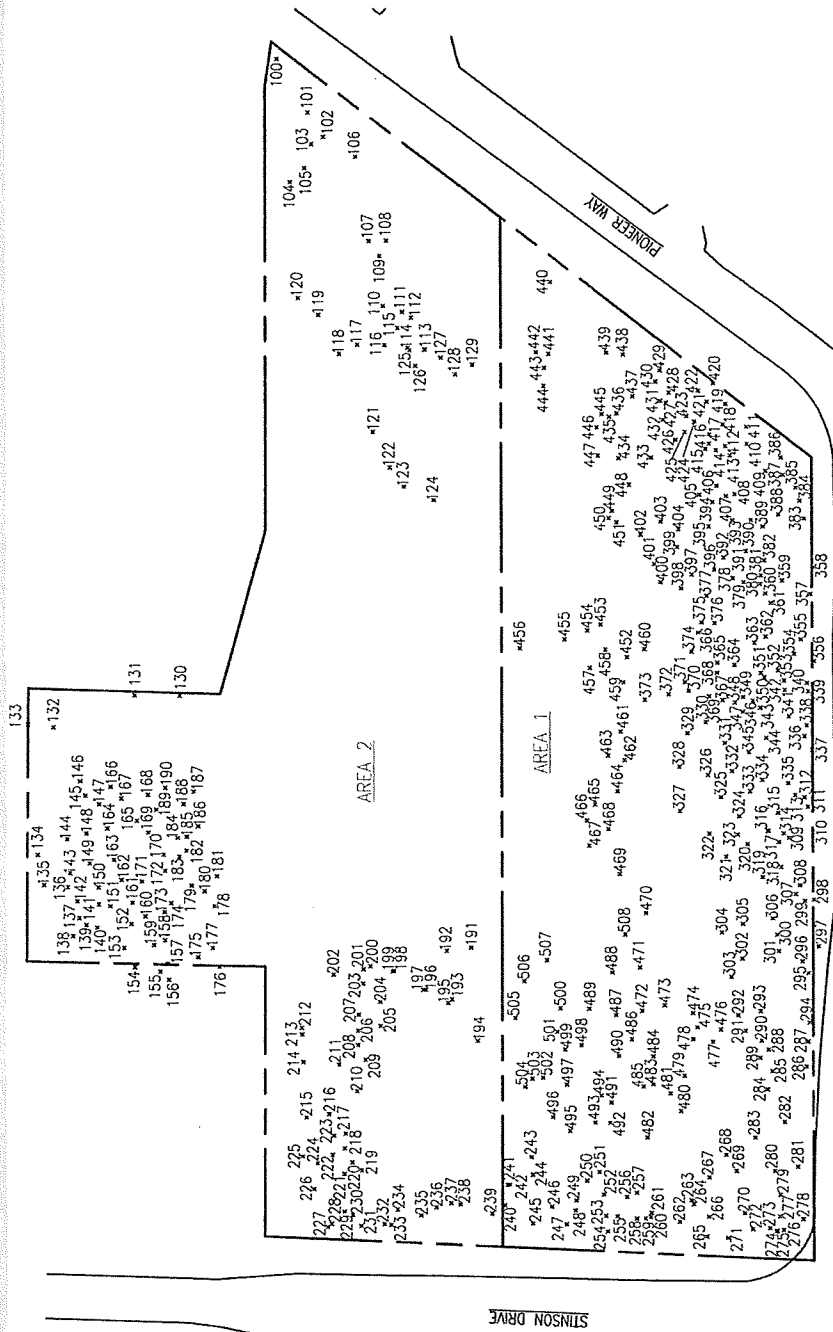


EXHIBIT C - EXISTING SIGNIFICANT TREE PLAN

NOVEMBER 9, 2009

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

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

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.

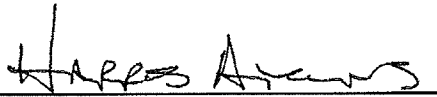
I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

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.

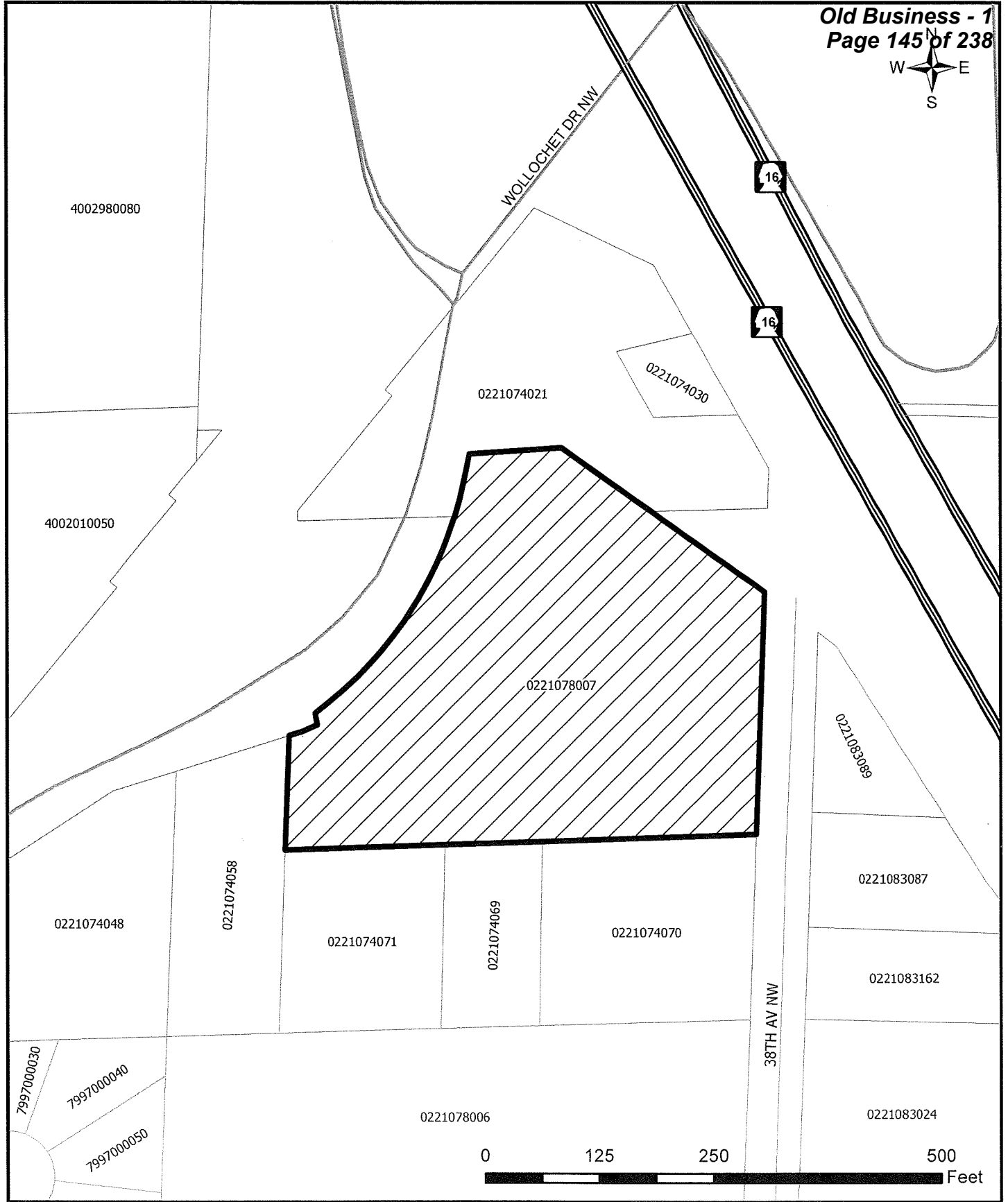
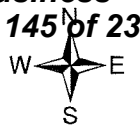
GOAL 8.4: PROVIDE AN ADEQUATE SUPPLY OF HIGH QUALITY POTABLE WATER.

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.



Wollochet 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

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.

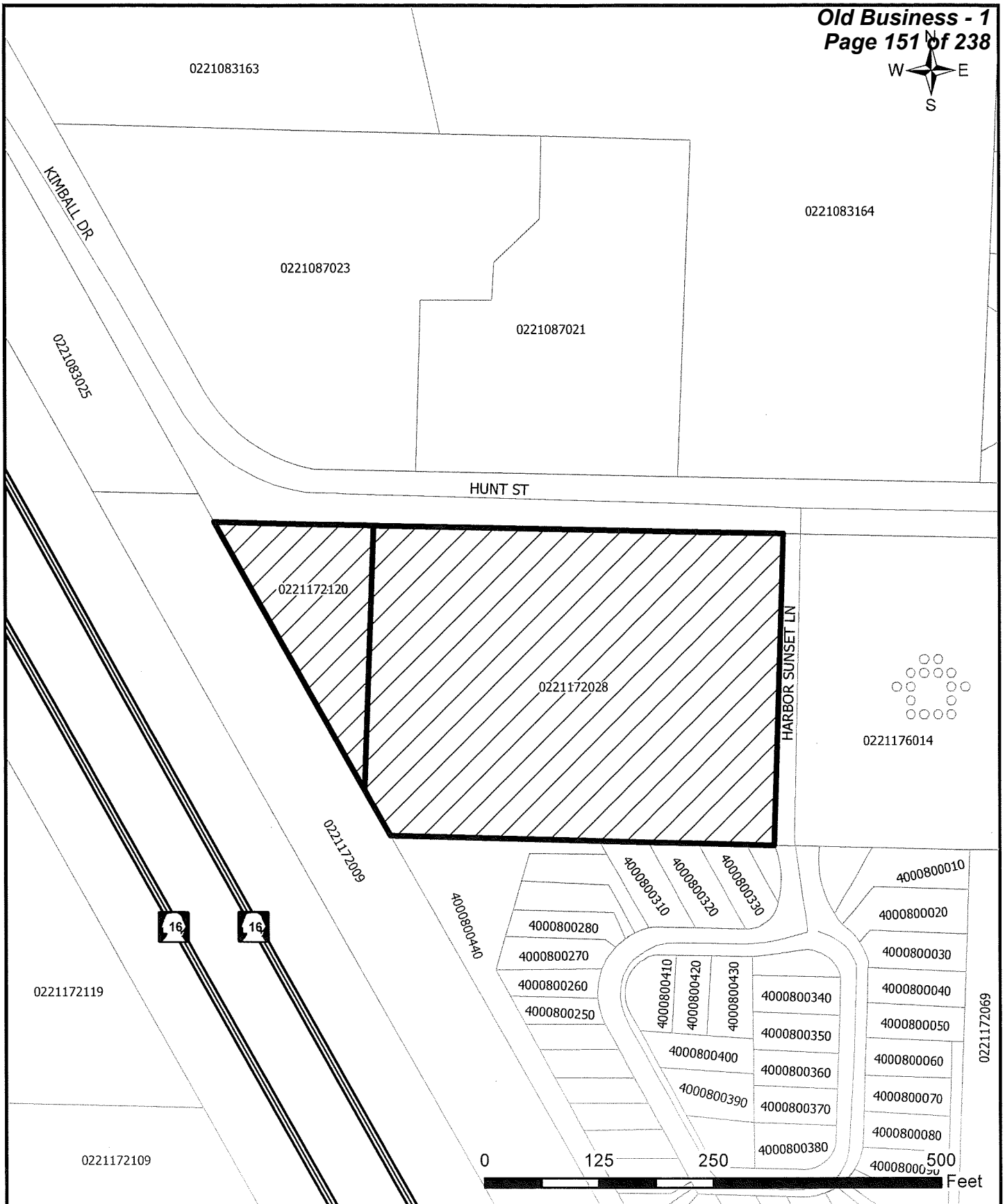
GOAL 8.4: PROVIDE AN ADEQUATE SUPPLY OF HIGH QUALITY POTABLE WATER.

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

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 112th 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, 112th 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.

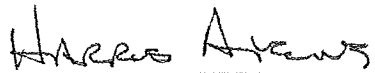
I. The proposed amendment is consistent with the Growth Management Act, the countywide planning policies and other applicable interjurisdictional policies and agreements, and/or other state or local laws; and

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.



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

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, 8th 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

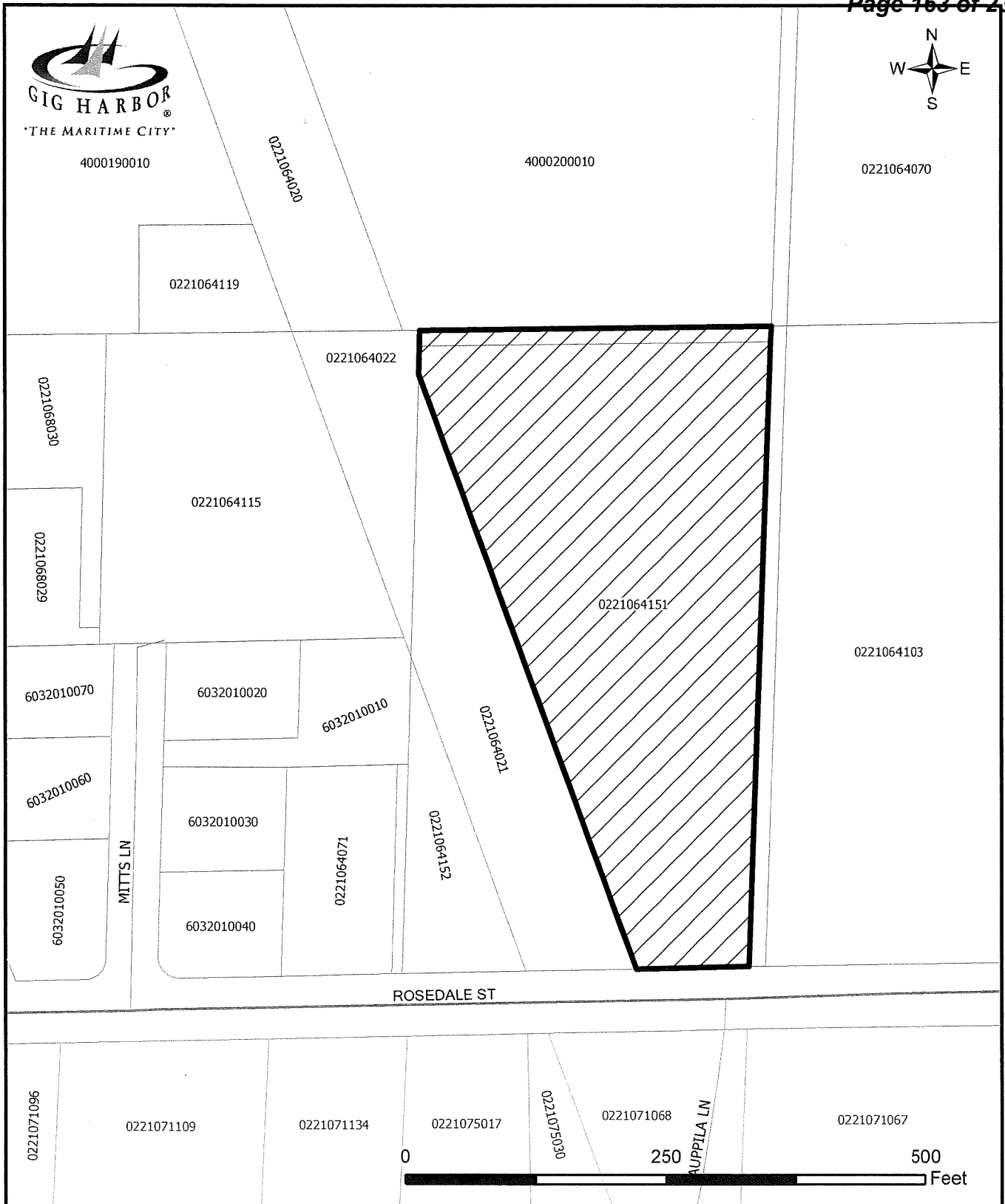
To the best degree possible, allocate high density/intensity urban development onto lands which are capable of supporting urban uses and which pose the fewest environmental risks.

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

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

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.

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.

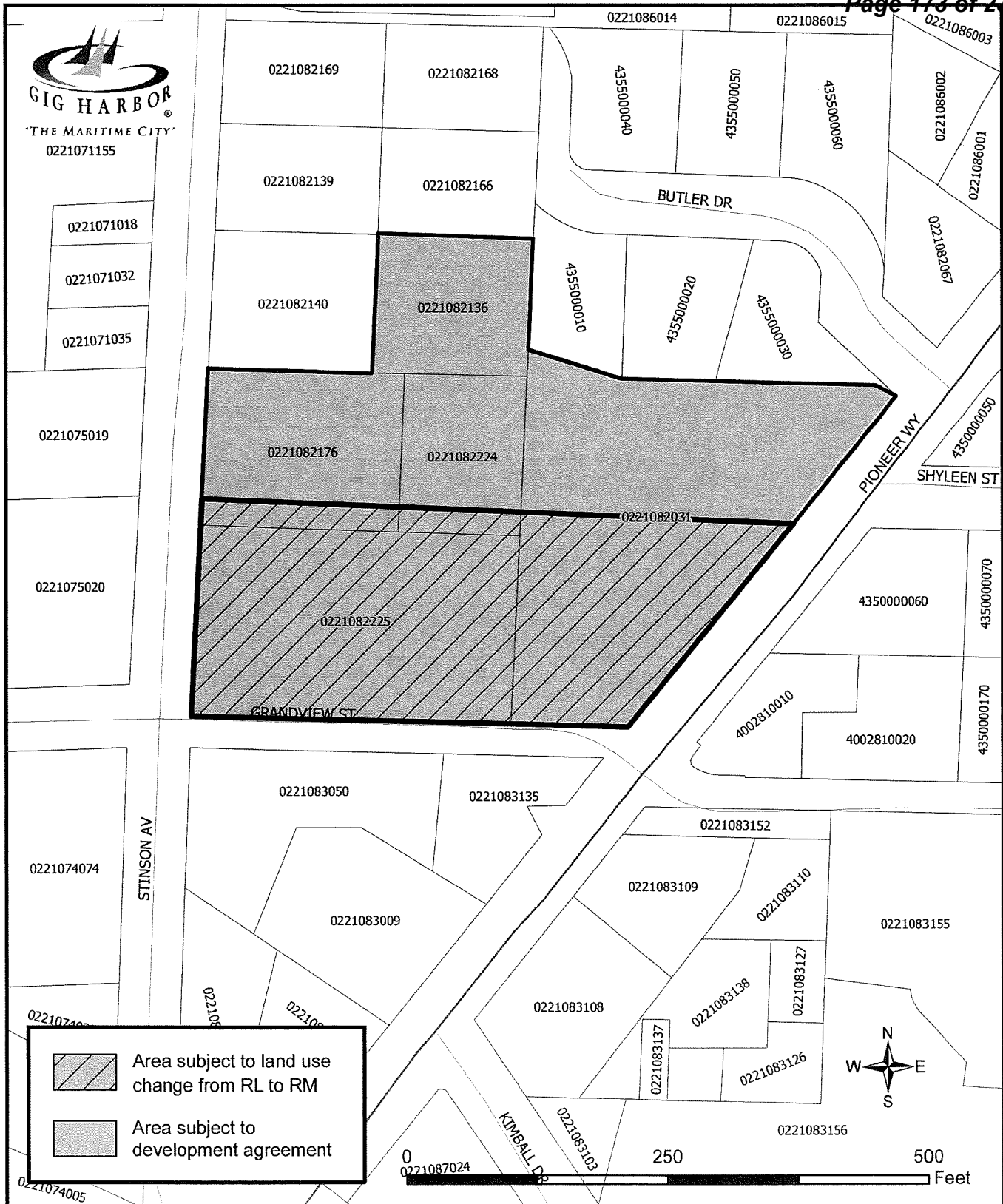
- b) Determine reasonable jobs-to-housing balance by coordinating land use and development policies to help achieve the designated balance of adequate affordable housing near employment centers.*
- c) Encourage the redevelopment of declining commercial areas through a variety of incentives such as reduced 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.



'THE MARITIME CITY'
0221071155



**COMP 09-0012 3700 Grandview Land Use Amendment
Residential Low (RL) to Residential Medium (RM)**

Kester, Jennifer

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 Commissioner



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 for 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

9/3/09

- * 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.

Mixed Use

NOT PART OF DEVELOPMENT ?

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

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:

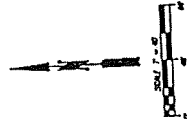
1. A land use designation change from Residential Medium (RM) to Residential Low (RL) of approximately 38 acres along the west side of Soundview Drive zoned R-1;
2. A land use designation change from Residential Low (RL) to Residential Medium (RM) of approximately 16.5 acres between Soundview Drive and 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.

PARCEL #
82710001A, 82710001B
82710001C, 82710001D
82710001E

GRANDVIEW

A PORTION OF THE SW 1/4 OF SECTION 8, TOWNSHIP 31 NORTH
RANGE 2 EAST OF THE WILLAMETTE MERIDIAN,
PERCE COUNTY, WASHINGTON



SITE INFORMATION:
 DATE: 01/14/2014
 PROJECT: GRANDVIEW
 DRAWN BY: J. MOULET

UTILITY NOTES:
 ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE LOCATION AND DEPTH OF UTILITIES IS NOT GUARANTEED. THE USER SHALL VERIFY THE LOCATION AND DEPTH OF UTILITIES PRIOR TO CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE USER SHALL BE RESPONSIBLE FOR PROTECTING ALL UTILITIES DURING CONSTRUCTION. THE USER SHALL BE RESPONSIBLE FOR RESTORING ALL UTILITIES TO ORIGINAL OR BETTER CONDITION AFTER CONSTRUCTION.



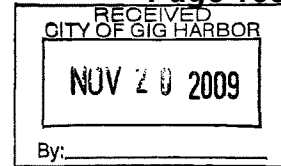
DESIGN	DATE
CHECKED	DATE
DRAWN	DATE
BY	DATE

PROPOSED SITE PLAN

GRANDVIEW PROJECT
 PREPARED BY: J. MOULET

HALSAN FREY, LLC
 12356 NORTHUP WAY, STE 119
 BELLEVUE WA 98005
 (206) 835-1199





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 purposed 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.

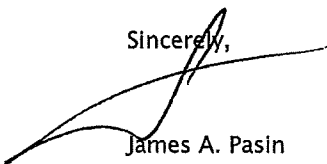
17.99.380 Mass and scale – refer to A. – avoid long low wall planes, B. Provide substantial shifts in walls and roof surfaces, D. 4. Flat roof with projecting cornice

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



COMMUNITY DEVELOPMENT DEPARTMENT

MEMORANDUM

DATE: August 6, 2009
TO: Jennifer Kester, Senior Planner
FROM: Jeff Langhelm, PE, Senior Engineer *AD*
SUBJECT: **PL-COMP-09-0001**
PUBLIC WORKS FINDINGS AND CONDITIONS - REVISED

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

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).

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, 38th 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

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

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 112th 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,

parcs, 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 20th 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, 112th 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.

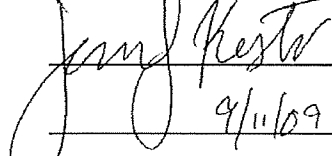
The applicant has indicated his intent to rezone the property to B-2 if the property is redesignated to C/B. If the property is redesignated to C/B, any of the City's following zoning districts would implement the C/B designation: RB-2, DB, B-1, B-2 or C-1. Without a development agreement, the applicant 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 Wollochet 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: _____ 9/11/09

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

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 20th 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

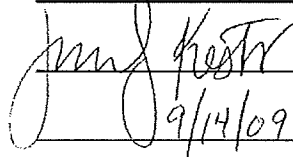
accompanying development agreement, the subsequent rezone would be limited to the R-2 zone.

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:

9/14/09

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.

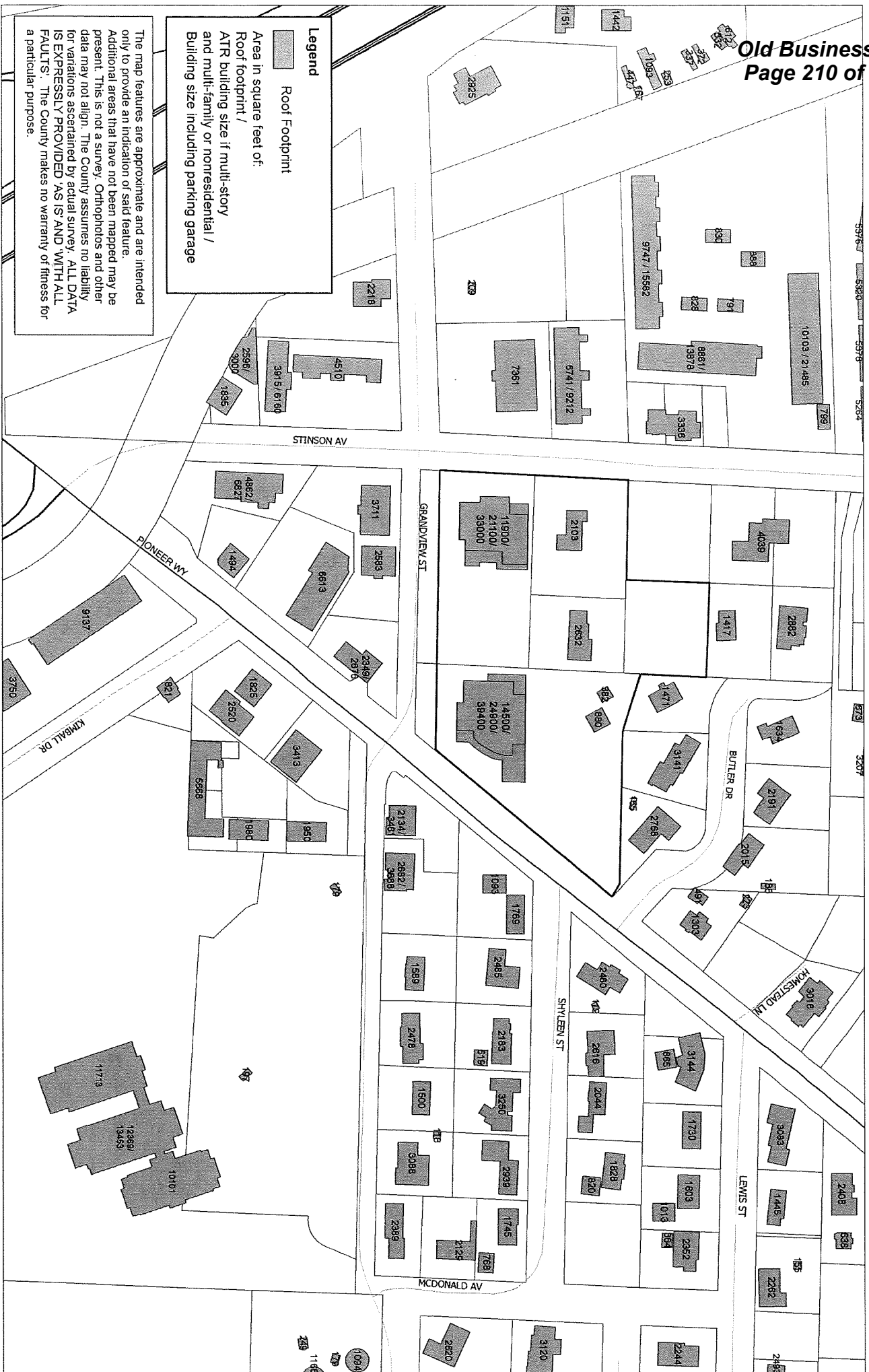
The existing character of the commercial properties surrounding the 3700 Grandview property consists of 1 – 2 story office buildings that range in size from 1,500 square feet to 9,700 square feet. The proposal for 3700 Grandview is for 2 mixed use buildings containing 21,100 and 24,900 square feet of 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.

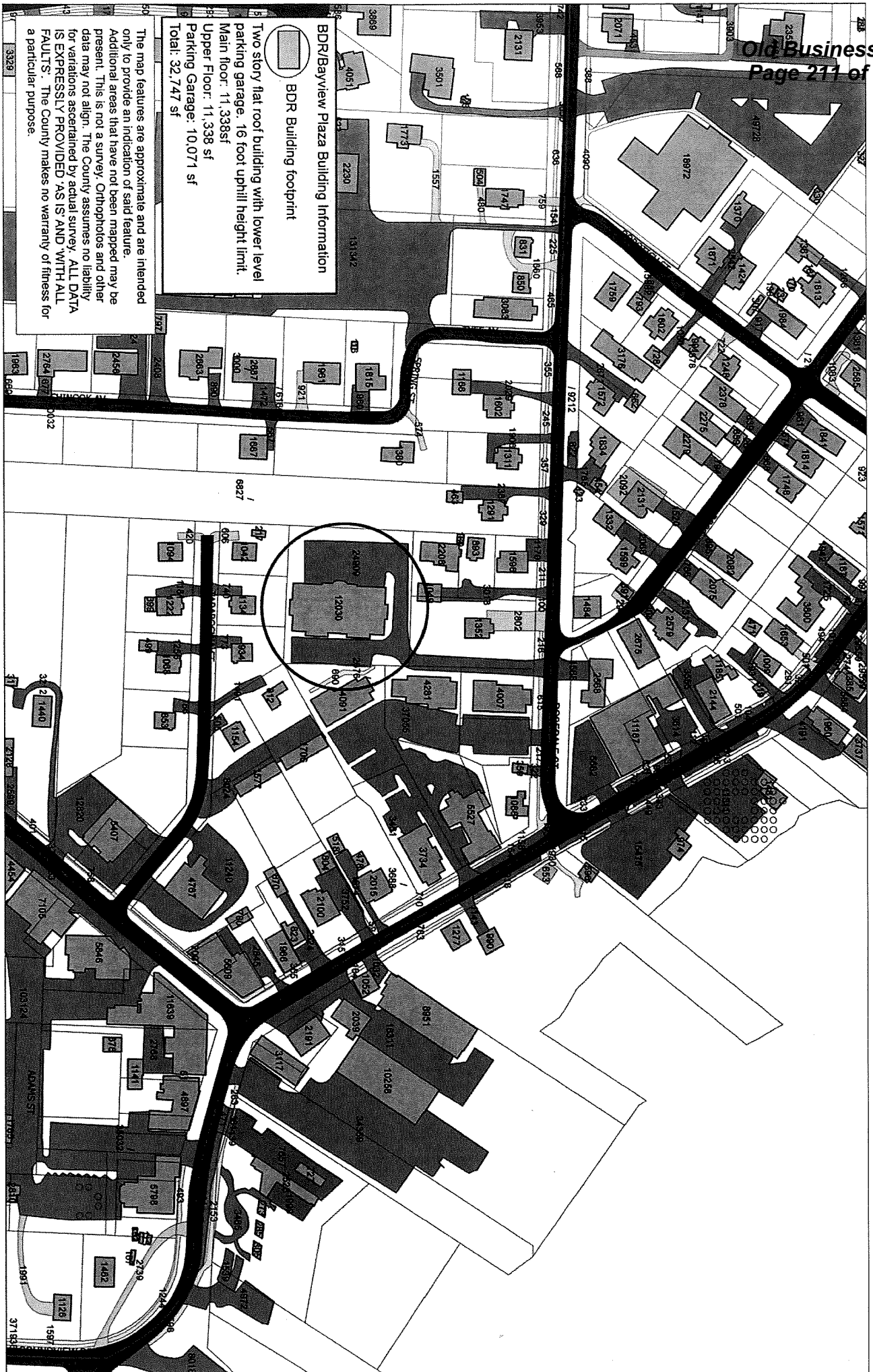
At the last Planning Commission meeting there was some discussion of comparing the proposed buildings with other existing commercial buildings within the area. While there are a few buildings of comparable overall square footage, most of the buildings are 3 – 3 ½ stories tall. The closest staff could 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.





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

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 be 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.

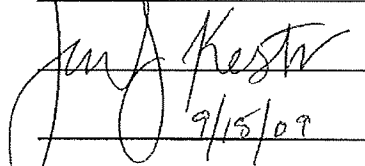
Criteria 19.09.170 G. requires that in the case of a comp plan land use map amendment, the subject parcel must be physically suitable for the allowed uses in the designation requested, including compatibility with existing and planned surrounding land uses. Testimony at the public hearing brought into 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

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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
Zoning Area	Approx. 1.70 acres	2.00 acres
Primary Uses	<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.
Building Size	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>
Dense vegetative screening	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.
Setbacks: 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

	RB-1 zoning	RB-2 w/ DA
Tree Retention	20% of significant trees	38% of significant trees
Density	4 du/a outright; Maximum units – 7 units	8 du/a outright; 12 du/a through CUP. Maximum 16-24 units
Zone Transition	Applicable along Pioneer and north property line.	Applicable along Pioneer and north property line.
Building Height	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.
Impervious Coverage	60%	55%; up to 70% with additional buffering
Structure Separation	20 feet	No minimum

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

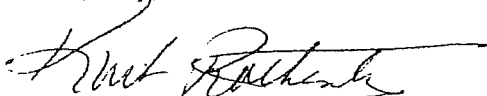
To Whom It May Concern:

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.

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.

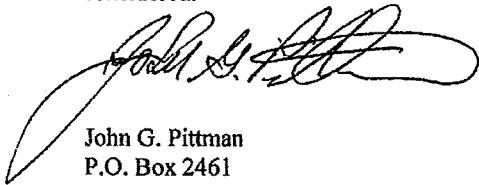
Concerns:

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

RECEIVED
CITY OF GIG HARBOR
NOV 17 2009

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 ;

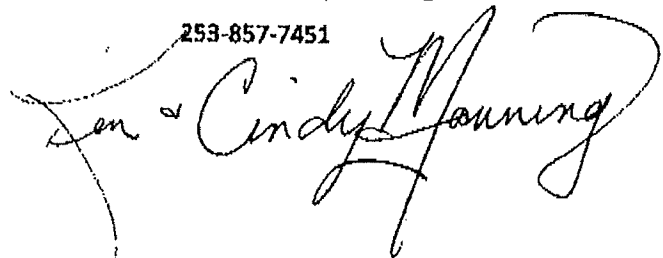
As land owners within the area, we are writing to document our opposition of changing the land use code of Residential Low (RL) to Residential Medium (RM) of the 3.4 acres of property north of Rosedale Street and Directly east of the Tacoma Power lines.

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

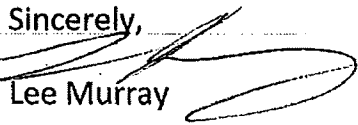


November 8, 2009


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

Kester, Jennifer

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

8/19/2009

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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Old Business - 1
RECEIVED
Page 238 of 238
CITY OF GIG HARBOR
SEP 13 2009
COMMUNITY
DEVELOPMENT

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

Old Business - 1
PAGE 238
CITY OF GIG HARBOR
SEP 13 2009
COMMUNITY
DEVELOPMENT

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

SEP 16 2009

COMMUNITY
DEVELOPMENT

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
To: 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?

NOV - 6 2009

CITY OF GIG HARBOR

Date: November 5, 2009

To: The Gig Harbor City Council

From: Kae Paterson

Re: MP8 LLC and Pioneer & Stinson LLC

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

December 11, 2009

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

RE: **Comp 09-0001 – Wollochet Water System Service Area**

Dear Mayor Hunter & Council members:

On behalf of the Wollochet Interchange Land, LLC, I am providing this letter to supplement and clarify the information you already have regarding the subject proposed Comprehensive Plan Amendment.

The intent of the requested amendment is to incorporate the subject property within the City of Gig Harbor water service area in order to allow the site to be developed under a commercial use. This proposal has been requested in response to standing interest in the site by several businesses, including a hotel and higher end restaurants. In response to this interest, we have prepared a conceptual development layout of the property to accommodate a hotel and two proposed restaurants. Such a development represents the highest potential use of the property with regard to water demand, with the hotel representing the highest intensity use.

Using a preliminary assumption that a hotel could produce an equivalent water use demand between .5 to 1 ERU for every room, we initially estimated that the water demand for the entire development could range from 60 to 100 ERUs. When approached, the Stroh's Water Company informed us that it could not and would not provide that water service to the site for such a project as their system was at capacity and they did not have the water available to meet this demand for the property, in either domestic use or fire flow.

In our application for the proposed Comprehensive Plan Amendment, we prepared an engineering estimate of the water demand possible for the project based upon the actual water use records from similar existing buildings. That estimate was 40-50 ERUs for the proposed hotel and two restaurants occupying the property. After our submittal, the City staff requested that we supplement our application with a Water Hydraulic Report. We retained the consulting firm of AHBL to prepare the report and in doing so, they estimated that the ERUs demand for the development, based upon conservative Department of Ecology guidelines, would be 60 ERUs.

It is the **60 ERUs** that we would ask that the Council consider the maximum potential demand for this site. Again, this is based upon what we feel is the maximum potential development and water use that could be built on the site (a general commercial office building or retail center would provide less demand). The actual water usage, based upon existing build records, or a less intense development would only reduce the ERUs necessary for the site.

It should also be noted that the staff reports have indicated a range up to 100 ERUs under this amendment. However, that number would only apply if the City changes their conversion factor from the existing 314 gpd per ERU to 200 gpd per ERU. In other words, an estimated daily flow rate of 18,840 gpd for the maximum development would represent 60 ERUs @ 314 gpd/ERU or 94 ERUs @ 200 gpd/ERU. Likewise, if the City has 1000 ERUs currently available, assuming the existing conversion factor of 314 gpd/ERU, if the conversion factor is changed to 200 gpm/ERU, the City would then have 1570 ERU available in the current system.

For the consistency and purpose of our application, we would ask that **60 ERUs** (314 gpm/ERU) be considered the maximum possible water demand for the property requested.

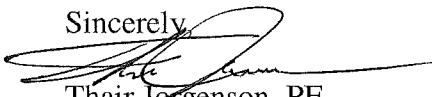
In addition to service capacity, fire flow is also an issue with the Stroh's water system as it can provide only 1500 gpm @ 20 psi. The City's system, at the intersection of Wollochet Drive and Wagner Way, has a fire flow capacity of 4900 gpm @ 20psi. Thus, it is for both domestic service and fire flow that we have proposed being incorporated into the City's service area under our amendment request.

If the proposed amendment is approved, the cost to extend the City's water main from the intersection of Wollochet Drive and Wagner Way to the property (approx. 350') would be provided by the owner. Also, if the proposed development was allowed to move forward with City water, the financial benefit the City would receive from water, sewer, storm drainage and traffic impact fees alone would be:

Water hookup:	60 ERUs @ \$6,180 = \$370,800
Sewer hookup:	60 ERUs @ \$8,540 = \$512,400
Stormwater GFC:	44 units @ \$1,160 = \$51,040
Traffic Impact Fee:	Estimate: <u>\$211,000</u>
	\$1,145,240 Paid to City

We also believe a development, such as proposed, will also provide added services to the community, help boost the local economy, as well as, provide ongoing revenue sources to the City. Thus, in summary, we would ask that our proposed amendment be approved as proposed.

Sincerely,



Thair Jorgenson, PE
North Pacific Design

Cc: Paul Conan, Councilmember
Steven Ekberg, Councilmember
Jim Franich, Councilmember
Paul Kadzik, Councilmember
Ken Malich, Councilmember
Tim Payne, Councilmember
Derek Young, Councilmember
Rob Karlinsey, City Administrator
Tom Dolan, Planning



Subject: Second reading - 2010 budget ordinance

Dept. Origin: Finance

Proposed Council Action: Adopt ordinance

Prepared by: David Rodenbach, Finance Director

For Agenda of: December 14, 2009

Exhibits: Ordinance

Initial & Date

Concurred by Mayor:

CLH 12/7/09

Approved by City Administrator

RJK 12/7/09

Approved as to form by City Atty:

e-mail

Approved by Finance Director:

DR 12/7/09

Approved by Department Head:

RJK

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):

<u>Position Eliminated</u>	<u>FTE</u>	<u>Effective Date</u>
Public Works Director	1.0	January 1, 2010
Police Officer	1.0	January 1, 2010
Police Officer	1.0	February 15, 2010
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 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.

**AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF
GIG HARBOR, WASHINGTON, FOR THE 2010 FISCAL YEAR.**

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 balance of ~~Old Business~~ - 2
separate fund of the City of Gig Harbor, and aggregate total for all funds combined, ~~Page 4 of 7~~
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

FUND / DEPARTMENT	AMOUNT
001 GENERAL GOVERNMENT	
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
TOTAL GENERAL FUND - 001	9,421,319
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
TOTAL ALL FUNDS	\$52,851,520

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
Public Works Director	7,283	9,104
Finance Director	7,268	9,085
Police Lieutenant	6,594	8,243
Building & Fire Safety Director	6,336	7,920
City Engineer	6,336	7,920
Information Systems Manager	6,336	7,920
Planning Director	6,336	7,920
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



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

Subject: Public Hearing and Resolution Adopting the Six-Year Transportation Improvement Program (TIP) 2010-2015

Proposed Council Action: Authorize Council to approve the attached Resolution Adopting the Six-Year Transportation Improvement Program (2010-2015)

Dept. Origin: Public Works/Engineering

Prepared by: Stephen Misiurak, P.E. *[Signature]*

For Agenda of: December 14, 2009

Exhibits: Six-Year TIP for 2010-2015 Resolution

Initial & Date

Concurred by Mayor: *CCM 12/9/09*

Approved by City Administrator: *RJK*

Approved as to form by City Atty: *WPP/DE email 12/8/09*

Approved by Finance Director: *DF 12/9/09*

Approved by Department Head: *DF 12/8/09*

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

RCW 35.77.010 requires that local agencies prepare and adopt a comprehensive transportation program for the ensuing six calendar years that is consistent with the agency's comprehensive plan. This is commonly referred to as the Six-Year Transportation Improvement Program (TIP) and is required to be submitted annually to the state secretary of transportation. The criteria for receiving state and federal transportation project funding requires the receiving agency to have a current approved Six-Year TIP. While a TIP represents the anticipated projects over a six-year period, the projects undertaken in any given year are subject to the annual budget deliberation process.

In 2008, the City completed a rigorous capacity analysis of the City's roadway system which evaluated the future levels of service at intersections and capacity on roadway segments. From this analysis, a project list was developed that addressed estimated future problem areas. This analysis is summarized in a Technical Memorandum, titled, "Final Analysis of Gig Harbor Six-Year Transportation Improvement Projects (TIP) and Preliminary Recommendations" dated July 15, 2008 (enclosed). The conclusions from this analysis served as the basis for the 2009 – 2014 Six-Year TIP update that was approved by Council last year.

The attached 2010 – 2015 Six-Year TIP was updated based on new information gathered in 2009 during the development of the Interchange Justification Report for the SR16 Burnham-Borgen Long Range Improvements project and the City-wide traffic count data collected in 2009. The information indicated some projects that were previously thought to be necessary within the six-year timeframe actually weren't needed until later. This was primarily due to revisions in growth estimates based on 2009 vehicle counts, updated population projections and economic changes.

The changes to the TIP for this year can be summarized as follows:

- Two projects were removed from the list (Hunt Street Undercrossing and Hunt Street Improvements) as updated information indicated that they would not be needed within a six-year timeframe.
- Various changes in prioritization of projects:
 - Move the Burnham Drive/Harbor Hill Drive intersection improvements project to follow the Burnham Drive Improvements project. This prioritization considers that once both Harbor Hill Drive and Burnham Drive are improved, then intersection improvements would become necessary.
 - Lower the priority of the 38th Avenue Phase 2 and the Skansie Avenue Improvements since the necessity for these improvements is primarily driven by additional volumes anticipated once the Hunt Street/SR16 Undercrossing project is completed.
 - Reverse the priority of the Grandview Projects to make Phase II (between City Hall and Soundview) higher priority than Phase I (between Stinson and Pioneer) based on the results of discussion at the Public Works Committee meeting on October 15, 2009.

FISCAL CONSIDERATION

Adoption of the Six-Year Transportation Improvement Program does not directly affect the City's finances. The fiscal impacts will be reviewed during the annual budgeting process and discussed with the anticipated Transportation Impact Fee schedule update. Depending upon the availability of funds and other considerations, at any time the Council may elect to fund more or fewer projects, and/or change project priorities.

BOARD OR COMMITTEE RECOMMENDATION

The draft TIP was presented at the October 15, 2009 Operations and Public Works Committee meeting, followed by a question and answer period.

RECOMMENDATION/MOTION

Move to: Staff recommends Council approve the attached Resolution adopting the Six-Year Transportation Improvement Program (2010-2015).

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A SIX-YEAR TRANSPORTATION IMPROVEMENT PROGRAM AND DIRECTING THE SAME TO BE FILED WITH THE STATE SECRETARY OF TRANSPORTATION AND THE TRANSPORTATION IMPROVEMENT BOARD.

WHEREAS, pursuant to the requirements of Chapters 35.77 and 47.26 RCW, the City Council of the City of Gig Harbor has previously adopted a Comprehensive Transportation Plan and Transportation Improvement Program, including an arterial street construction program, and thereafter periodically modified said comprehensive transportation program by resolution, and

WHEREAS, the City Council has reviewed the work accomplished under the said Program, determined current and future City street and arterial needs, and based upon these findings has prepared a Six-Year Transportation Improvement Program for the ensuing six (6) calendar years, and

WHEREAS, a public hearing was held on the said Six-Year Transportation Improvement Program on December 14, 2009, and

WHEREAS, the City SEPA responsible official made a amended determination of non-significance for the adoption or implementation of the Six-Year Transportation Improvement Program,

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

Section 1. Program Adopted. The Six-Year Transportation Improvement Program for the City of Gig Harbor, as revised and extended for the ensuing six (6) calendar years (2010-2015, inclusive), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference as if fully set forth herein, which Program sets forth the project location, type of improvement and the estimated cost thereof, is hereby adopted and approved.

Section 2. Filing of Program. Pursuant to Chapter 35.77 RCW, the City Clerk is hereby authorized and directed to file a copy of this resolution forthwith, together with the Exhibit A attached hereto, with the Secretary of Transportation and a copy with the Transportation Improvement Board for the State of Washington.

RESOLVED this 14th day of December, 2009.

APPROVED:

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

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



Washington State Department of Transportation

Six Year Transportation Improvement Program From 2010 to 2015

DRAFT

Agency: Gig Harbor Co. No.: 27 Co. Name: Pierce Co. Hearing Date: 12/14/2009 Adoption Date: 12/14/2009 City No.: 0490 MPO/RTPO: PSRC Amend Date: Resolution No.:

Table with columns: Functional Class, Priority Number, Project Identification (A-F), Improvement Type(s), Status, Total Length, Utility Codes, Project Costs in Thousands of Dollars (Federal, State, Local, Total), Expenditure Schedule (1st-4th), Federally Funded Projects Only (Envir. Type, RWV Required Date), and Yes/No indicators.



Washington State Department of Transportation

DRAFT

Six Year Transportation Improvement Program From 2010 to 2015

Agency: Gig Harbor
 Co. No.: 27 Co. Name: Pierce Co.
 City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/14/2009 Adoption Date: 12/14/2009
 Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification A. PIN/Federal Aid No. B. Bridge No. C. Project Title D. Street/Road Name or Number E. Beginning MP or Road - Ending MP or Road F. Describe Work to be Done		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only					
								Fund Source Information			Fund Source Information			Fund Source Information				Envir. Type	R/W Required Date (MM/YY)				
		Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)									
1	2		3	4	5	6	7									20	21						
17	5	38th Ave Improvements Phase I 38th Avenue from: City Limits to: 56th St Complete design & construction of 2-73-lane section with left turn pockets, bicycle lanes, curbs & gutters on both sides, landscaped planter strips, sidewalk, storm sewer improvements, provisions for future lighting.		03 04 06	P	1.0	C T S D O G				880 3900 8900	880 8900	50	50		16	17	18	19	790 4000		No	
14	6	Harbor Hill Drive Extension Harbor Hill Drive from: Terminus to: Burnham Drive Complete the extension of Harbor Hill Drive to Burnham Drive. Developer funded.		01	P	0.25	C C S P T W				5000	4790 550	500 500 4450	50	50					4790	550 500 4450		Yes
17	7	Burnham Drive Phase I Burnham Dr from: Harbor Hill Dr Extension to: SR-16 Interchange Reconstruction, including minor widening, curbs, gutters, sidewalks, storm sewer improvements, landscaped planter strips and lighting.		03 05	P	1.0	O C C S P T				5000	1135 500 4725	1135 500 9725							5500	1135 500 9725		Yes
17	8	Burnham Dr/Harbor Hill Drive Burnham Drive/Harbor Hill Drive from: to: Reconfigure intersection to a modern roundabout.		03 06	P		C G O P S T W				5000	6360 200 2000	11360 200 2000		200					11360			Yes
Totals											2200	2200	2200		200					2200	2200		



Washington State Department of Transportation

DRAFT

Six Year Transportation Improvement Program From 2010 to 2015

Agency: Gig Harbor Co. No.: 27 Co. Name: Pierce Co. City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/14/2009 Adoption Date: 12/14/2009 Amend Date: Resolution No.:

Table with columns: Functional Class, Priority Number, Project Identification, Improvement Type(s), Status, Total Length, Utility Codes, Project Costs in Thousands of Dollars (Phase Start, Federal Funding, State Funds, Local Funds, Total Funds), Expenditure Schedule (1st, 2nd, 3rd, 4th Thru 6th), Federally Funded Projects Only (Envir. Type, R/W Required Date), and Yes/No indicators.



Washington State Department of Transportation

Six Year Transportation Improvement Program

DRAFT

From 2010 to 2015

Agency: Gig Harbor
Co. No.: 27 Co. Name: Pierce Co.
City No.: 0490 MPO/RTPO: PSRC

Hearing Date: 12/14/2009 Adoption Date: 12/14/2009
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars							Expenditure Schedule (Local Agency)				Federally Funded Projects Only						
		A. PIN/Federal Aid No.	B. Bridge No.					Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)					
1	2		3	4	5	6	7		10	11	12	13	14	15	16	17	18	19	20	21					
17	21	Harborview Drive Improvements Harborview Drive from: N. Harborview Drive to: Pioneer Drive Downtown beautification project. Provide landscaping and pedestrian benches at key intersections.		06	P	1.0	C C G						10	10			10	90					CE	No	
19	22	Judson/Stanich/Uddenburg Judson/Stanich Uddenburg from: to: Downtown beautification. Pedestrian improvements, landscaping, beautification, pavement rehabilitation.		06	P	0.2							10	10	10	165	10	165						CE	No
07	23	Donkey Creek Daylighting from: N Harborview Street and bridge improvements to: Harborview Drive		08 06	P	0.1	C G P S T			240	660	300		240	240	960							EA	Yes	
07	24	Wagner Way Traffic Signal from: Wagner Way Traffic signal at Wollochet Dr. and Wagner Way to: Wollochet Drive		12 06	P	0.1	C G P S T					300	500	1200	240	240	960						CE	No	
		Totals							900	300	300	500	500	1200	240	240	960								
		Totals										500	500	500	500	500	500	500							



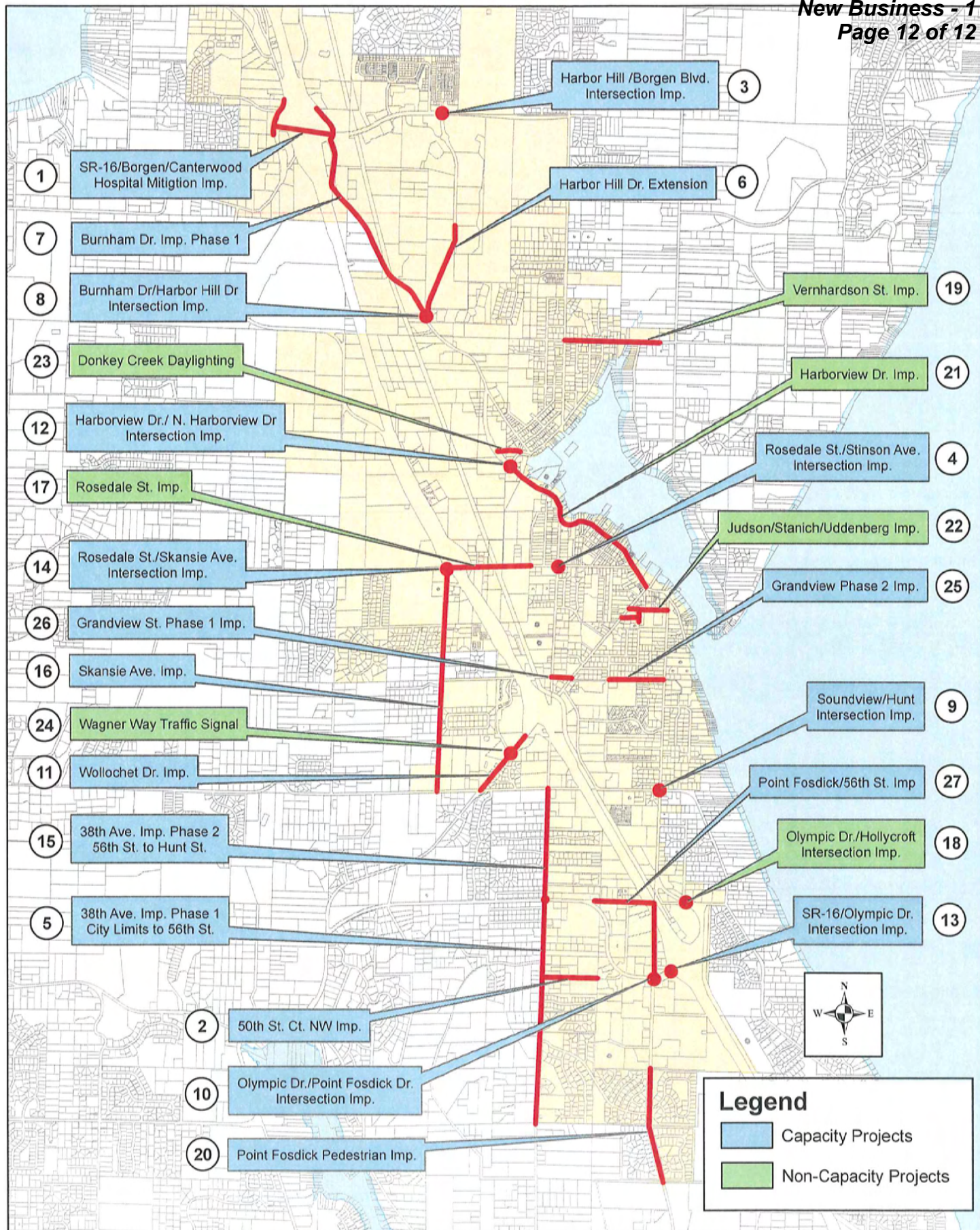
Washington State Department of Transportation

Six Year Transportation Improvement Program
From 2010 to 2015

DRAFT

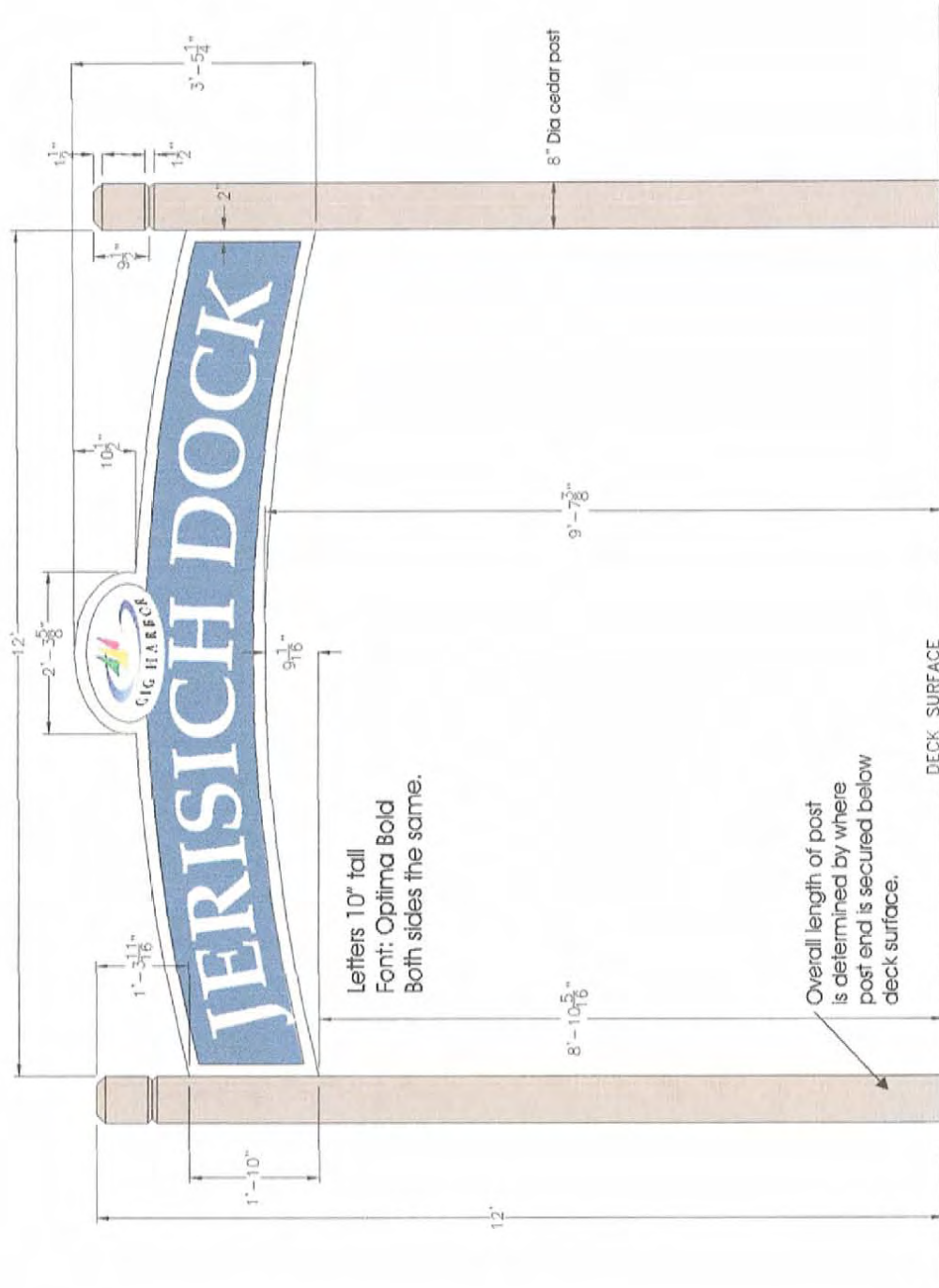
Agency: Gig Harbor
Co. No.: 27 Co. Name: Pierce Co.
City No.: 0490 MPO/RTPO: PSRC
Hearing Date: 12/14/2009 Adoption Date: 12/14/2009
Amend Date: Resolution No.:

Functional Class	Priority Number	Project Identification		Improvement Type(s)	Status	Total Length	Utility Codes	Project Costs in Thousands of Dollars						Expenditure Schedule (Local Agency)				Federally Funded Projects Only							
		A. PIN/Federal Aid No.	B. Bridge No.					Phase Start	Federal Fund Code	Federal Cost by Phase	State Fund Code	State Funds	Local Funds	Total Funds	1st	2nd	3rd	4th Thru 6th	Envir. Type	R/W Required Date (MM/YY)					
1	2		3	4	5	6	7		10	11	12	13	14	15	16	17	18	19	20	21					
08	25	Grandview Phase 2 Improvements Grandview from: Soundview Dr to: McDonald Ave Road, stormwater and lighting improvements		03 06	P	0.2	C O S O C W						86 774	86 774	43	43	774		CE	No					
08	26	Grandview Phase 1 Improvements Grandview from: Stinson Ave to: Pioneer Way Road, stormwater and lighting improvements		03 06	P	0.1	C C O P O S T W						50 450	50 450				50 450		CE	No				
08	27	Pt Fosdick/56th Improvements from: Pt Fosdick Dr to: 56th St Sidewalk and roadway improvements		05 03 06	P	0.25	C G O P S T W				PSMP	2000	2130	200	200		200	4130		CE	No				
Totals								900	2000	2330	4330	2000	2330	4330	200	200	4130	200	4130	200	4130	200	4130		
Grand Totals for Gig Harbor								900	20,550	43,219	64,669	9,526	1747	4,914	36,426										



6-Year Transportation Improvement Program
2010 - 2015





Drawing is proportional although not to scale.
 Prepared by McMillan Design
 253-858-1985
 jmcmillan@seacatch.com

**Proposed verbiage for a regulation defining and
allowing for a new sub-classification of sign
“Portal Sign”**

17.80.030 Definitions

“Portal Sign” means a non-commercial freestanding sign designed to identify an area, feature or amenity of the City. Portal Signs typically straddle the entrance to the area, feature or amenity and allow for the passage of pedestrians and /or vehicular traffic underneath.

17.80.xxx. Portal Signs

Portal Signs shall be allowed only for identification of areas, features or amenities of the City of Gig Harbor such as, but not limited to, City districts, public parks or public docks. They shall be erected only on City property or City right-of-way. The dimensions, design, graphics and square footage of any Portal Sign shall be in proportion to the application for which the sign is intended and compatible with other City signage, as determined and approved by the Director or, at the Director’s discretion, the Design Review Board.