

# **Gig Harbor City Council Meeting**



**February 22, 1999**



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**February 22, 1999 - 7:00 p.m.**

**CALL TO ORDER:**

**PUBLIC HEARING:**

Concurrency Ordinance; Transportation and Parks Impact Fees Ordinance; and Definitions Ordinance.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of the February 8, 1999, City Council meeting.
2. Correspondence / Proclamations:
  - a. Letter from Brandon Culbert regarding the ballfield project.
3. Approval of Payment of Bills for February 1999:  
Checks #21953 through #22056 in the amount of \$172,514.06.
4. Liquor License Application:  
Gig Harbor Gasoline

**OLD BUSINESS:**

1. Second Reading of Ordinance – Concurrency.
2. Second Reading of Ordinance – Transportation and Parks Impact Fees.
3. Second Reading of Ordinance – Definitions.

**NEW BUSINESS:**

1. Resolution - Building Code Advisory Board / Term of Office.
2. Consultant Services Contract – Special Benefits Analysis.
3. Resolution to Form a Local Improvement District – East/West Road.
4. Closed Record Appeal of Hearing Examiner Decision – SDP 97-07; Ancich / Tarabochia.
5. Amendment to Consultant Services Contract – HWA Geosciences Inc.
6. Purchase Authorization – Jerisich Park Dock Decking.
7. Consultant Services Contract – Pump Station Three Replacements.
8. Consultant Services Contract – Engineering Study / NPDES Permit.

**PUBLIC COMMENT/DISCUSSION:**

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

GHPD – Statistics for the month of January.

**ADJOURN:**



**DRAFT**

**REGULAR GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 8, 1999**

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

**CALL TO ORDER:** 7:06 p.m.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of the January 25, 1998, City Council meeting.
2. Approval of Payment of Bills for February 1999:  
Checks #21869 through #21952 in the amount of \$90,252.14.
3. Amended Approval of Payroll checks for the month of January:  
Checks #17656 through #17796 in the amount of \$287,548.74.
4. Liquor License Assumption:  
Harborview Grocery Inc.

**MOTION:** Move to approve the consent agenda with corrections to minutes as suggested by Legal Counsel.  
Picinich/Owel - unanimously approved.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Hotel–Motel Tax Amendment. Dave Rodenbach presented the second reading of this ordinance that would limit the seven percent hotel/motel tax to establishments with over 25 rooms, placing the city's tax in line with Pierce County's.

Mary Jackson – 8212 Dorotich Street. Ms. Jackson, owner of Mary's Bed and Breakfast, spoke in favor of the reduction of Hotel/Motel tax for establishments with under 25 rooms.

**MOTION:** Move to adopt Ordinance No. 814.  
Owel/Young – unanimously approved.

**NEW BUSINESS:**

1. Solid Waste Management Plan Update. Mayor Wilbert introduced Sally Sharrad, Team Planner with the Solid Waste Division of the Pierce County Public Works and Utilities Department. Ms. Sharrad gave a presentation on the draft *Tacoma-Pierce County Solid Waste Management Plan*. She explained that state law requires a coordinated effort between the County and all participating cities for their solid waste plan, and that the last update occurred approximately five years ago. She gave an overview of the

recommended changes, and requested comments from the Council before the public hearing process and formalization of the document.

2. Approval of a Job Description – Public Works Associate Engineer. Mark Hoppen, City Administrator, explained that at the beginning of the year the Council adopts any changes to the *City of Gig Harbor Job Descriptions* by motion. He explained that the only addition to the descriptions was the position of Public Works Associate Engineer.

**MOTION:** Move to include the Public Works Associate Engineer job description to the *City of Gig Harbor Job Descriptions*.  
Markovich/Picinich – unanimously approved.

2. First Reading of Ordinance – Concurrency. Mayor Wilbert introduced the first reading of the Concurrency, Transportation and Parks Impact Fees, and Definitions ordinances, and added that Carol Morris, Legal Counsel, would speak about them all at once.

Ms. Morris explained that all three ordinances were inter-related. She said that the Definitions Ordinance provides the definitions for both the Concurrency and Impact Fees Ordinances. She explained that the Concurrency Ordinance was required by State Law, which prohibits development unless there is concurrency on the roads. She added that other types of concurrency requirement for sewer, water or parks can be adopted by choice, but that the transportation portion is required by state law. She explained that the ordinance provides a method for an applicant to advise the city of a proposed development so that preliminary concurrency could be determined, and the applicant could choose whether or not to submit an application.

Ms. Morris gave an overview of the Impact Fee Ordinance, which covers both parks and transportation. She added that this ordinance would require a developer to pay their proportionate share of impacts related to growth. She explained that the proposed ordinance would provide a uniform fee for different types of development, as opposed to an individual analysis for impacts on roads and parks. She said that there are a number of provisions that would allow the developer to ask for credit; to appeal the fee; and also includes a provision allowing the city to exempt a development for low-income housing.

She answered Council's questions and added that this would return for a public hearing at the next Council meeting. Councilmember Young requested that impact fee formulas from other cities be provided before the next meeting. The Mayor asked if anyone in the audience had comments on the three proposed ordinances.

Jim Pasin – 3208 50<sup>th</sup> St. Ct. NW – Mr. Pasin explained that he owned office space near Olympic Drive. He said that prior to the recent annexation, property owners paid fees towards the new overpass and improvements to Pt. Fosdick. He said the proposed impact fees would add an additional 10-12% to any new construction and questioned the equity. He asked if credits would be given to property owners who had contributed to road improvements in the past. He then continued with the issue that many car trips per day

are due to high school students and parents who were driving students to school, and yet there was no provision for Impact Fees for schools. He questioned why schools had been excluded.

3. First Reading of Ordinance – Transportation and Parks Impact Fees. This was discussed during the previous agenda item.
4. First Reading of Ordinance – Definitions. This was discussed during the previous agenda item.
6. TIB Grant Agreement, Point Fosdick Drive Improvements. Wes Hill, Public Works Director, explained that this agreement would allow for grant funding for design and construction of the Point Fosdick Drive Improvement Project and recommended approval.

**MOTION:** Move to authorize execution of the “Project Agreement for Design Proposal” with the Transportation Improvement Board for the Point Fosdick Drive Improvement Project.  
Young/Platt – unanimously approved.

7. Appointment of Mayor Pro Tem for 1999. Mayor Wilbert thanked Councilmember Marilyn Owel for serving as Mayor Pro Tem during the 1998 and explained that she had asked Councilmember Markovich to act as Mayor Pro Tem for the upcoming year. Councilmember Markovich accepted the appointment.

**PUBLIC COMMENT/DISCUSSION:** None.

**COUNCIL COMMENTS:**

Mayor Wilbert gave a report on her informational gathering at the Harbor Inn Restaurant Friday evening to develop a plan to establish a water taxi ferry. She said that there were approximately 30 people who attended the meeting, with several experienced “skippers” willing to join in a Consortium to assist Rick Rohwer in this enterprise. She invited participation in the effort and said she would bring information on this issue to Council on a continuing basis.

**STAFF REPORTS:**

Mark Hoppen announced that copies of the *City of Gig Harbor 1999 Budget* were available, and congratulated Dave Rodenbach on the document.

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

**MOTION:** Move to adjourn to Executive Session for approximately 15 minutes at 8:16 p.m. to discuss potential litigation per RCW 42.30.110(i).  
Young/Platt – unanimously approved.

**MOTION:** Move to return to Regular Session at 8:28 p.m.  
Picinich/Owel – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:29 p.m.  
Picinich/Owel - unanimously approved.

Cassette recorder utilized  
Tape 514 Side A 384 - end.  
Tape 514 Side B 000 – end.  
Tape 515 Side A 000 – end.  
Tape 515 Side B 000 – 079.

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Mayor

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City Clerk



RECEIVED

FEB 10 1999

CITY OF GIG HARBOR

Brandon Culbert  
6614 41st St. Ct. NW  
Gig Harbor, WA 98335

January 25, 1999

Gig Harbor City Council  
3105 Judson St.  
Gig Harbor, WA 98335

Dear Gig Harbor City Council:

I am a Boy Scout from Troop 282.

I was at the city council meeting on January 11. I was thinking about the baseball field project. I think a concession stand should be built on the site. It would give various groups and the teams an opportunity to raise money.

I feel this idea is worth considering. People that attend games like to have access to a concession stand.

Sincerely,



Brandon Culbert





RECEIVED

RETURN TO:

WASHINGTON STATE LIQUOR CONTROL BOARD  
License Division - 1025 E. Union, P.O. Box 43075  
Olympia, WA 98504-3075  
(360) 664-0012

FEB 8 1999

CITY OF GIG HARBOR  
TO: CITY OF GIG HARBOR

DATE: 2/04/99

RE: NEW APPLICATION

License: 081604 - 2F County: 27

Tradename: CENTRAL B.P.

Loc Addr: 3718 56TH ST  
GIG HARBOR

WA 98335

Mail Addr: PO BOX 1152  
BELLEVUE

WA 98009-1152

Phone No.: 425-827-4406 WAGIH ABU RISH

APPLICANTS:

GIG HARBOR GASOLINE LLC

ABU-RISH, WAGIH MOHAMMED

07-01-42 465-72-7866

ABU-RISH, EILEEN J

04-08-46 108-44-1694

Privileges Applied For:

GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), you are notified that application has been made to the Washington State Liquor Control Board for a license to conduct business. If return of this notice is not received in this office within **20 DAYS** from the date above, it will be assumed that you have no objection to the issuance of the license. **If additional time is required you must submit a written request for an extension of up to 20 days.** An extension of more than 20 days will be approved only under extraordinary circumstances.

- |  | 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 want a hearing before final action is taken? ..... | <input type="checkbox"/> | <input type="checkbox"/> |

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE





City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MAS*  
**SUBJECT: CONCURRENCY ORDINANCE – SECOND READING**  
**DATE: FEBRUARY 16, 1999**

### **INFORMATION/BACKGROUND**

The Growth Management Act requires that the City adopt and enforce ordinances "which prohibit development approval if the development causes the level of service on a transportation facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development." (RCW 36.70A.070(6)). Moreover, "concurrent with development," for the purposes of the statute means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years.

This proposed ordinance implements the state statute by implementing the concurrency provisions of the Transportation Element of the City's Comprehensive Plan. The state requires that at a minimum the city adopt a concurrency regulation for transportation.

### **POLICY CONSIDERATIONS**

This ordinance is necessary to remain grant-eligible for road projects. A concurrency ordinance is not being suggested for parks, but residential developments are slated to be subject to parks impact fees. Parks need not be identified in the concurrency ordinance in order to implement a parks impact fee.

### **FISCAL CONSIDERATIONS**

The reduction of the originally proposed number of accounts for tracking the various reservation accounts throughout the developmental process to two accounts, the "available capacity account" and the "reserved capacity account" has made it possible to implement this ordinance with existing staff.

### **RECOMMENDATION**

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

ORDINANCE NO. \_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AND TRANSPORTATION IMPACTS, IMPLEMENTING THE CONCURRENCY PROVISIONS OF THE TRANSPORTATION ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY RCW 36.70A.070(6), DESCRIBING THE PROCEDURE FOR THE CITY PUBLIC WORKS DIRECTOR'S EVALUATION OF CONCURRENCY OF THE CITY'S ROAD FACILITIES WITH PROPOSED DEVELOPMENT IN LIGHT OF ADOPTED LEVELS OF SERVICE, DESCRIBING THE PROCEDURE FOR ISSUANCE OF CAPACITY RESERVATION CERTIFICATES, ESTABLISHING THE PROCESS FOR DENIALS, CONCURRENCY RESOLUTIONS AND APPEALS, ESTABLISHING CAPACITY ACCOUNTS, REQUIRING SEMI-ANNUAL REPORTING AND MONITORING OF ROAD CAPACITY AS PART OF THE ANNUAL UPDATE OF THE CITY'S SIX-YEAR TRANSPORTATION PLAN, AMENDMENTS TO THE TRANSPORTATION ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, AND ADOPTING A NEW CHAPTER 19.10 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the Growth Management Act requires that the City adopt and enforce ordinances "which prohibit development approval if the development causes the level of service on a transportation facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan, unless transportation improvements or strategies to accommodate the impacts of development are made concurrent with the development" (RCW 36.70A.070(6)); and

WHEREAS, "concurrent with development," for the purposes of the above statute, means that improvements or strategies are in place at the time of development, or that a financial commitment is in place to complete the improvements or strategies within six years (RCW 36.70A.070(6)); Now, Therefore,

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

Section 1. A new chapter 19.10 is hereby added to the Gig Harbor Municipal Code,

which shall read as follows:

## CHAPTER 19.10 CONCURRENCY MANAGEMENT

### I. OVERVIEW AND EXEMPTIONS

19.10.001. **Purpose.** The purpose of this Chapter is to implement the concurrency provisions of the Transportation Element of the City's Comprehensive Plan, in accordance with RCW 36.70A.070(6)(e), consistent with WAC 365-195-510 and 365-195-835. No development permit shall be issued except in accordance with this Chapter, which shall be cited as the Concurrency Management Ordinance.

19.10.002. **Authority.** The Director of Public Works, or his/her designee, shall be responsible for implementing and enforcing the Concurrency Management Ordinance.

19.10.003. **Exempt Development.**

**A. Development Permit issued prior to Effective Date of this Chapter.** All construction or change in use initiated pursuant to a development permit issued prior to the effective date of this Chapter shall be exempt from the requirements of this Chapter, PROVIDED, however, that no development permit shall be extended except in conformance with this Chapter. If the City determines that a previously issued development permit has lapsed or expired, pursuant to the applicable development regulations, then no subsequent development permit shall be issued except in accordance with this Chapter.

**B. De Minimis Development.** After the effective date of this Chapter, no development activity (as defined in the definition section of this Chapter) shall be exempt from the requirements of this Chapter unless specifically exempted below in subsection C.

**C. Exempt Permits.** The following types of permits are exempt from the Capacity Reservation Certificate (CRC) process because they do not create additional long-term and/or impacts on road facilities :

Administrative interpretations	Plumbing permit
Sign permit	Electrical permit
Street vacation	Mechanical permit
Demolition permit	Excavation permit
Street Use Permit	Sewer connection permit
Interior alterations	Driveway or street
with no change of use	access permit
Excavation/clearing permits	
Grading permits	Hydrant use permit

Right of Way Permit  
Single family remodeling  
with no change of use  
Single family building permit

19.10.004. Capacity Evaluation Required for Change of Use. Except for development exempt under GHMC 19.10.003, any development activity, as defined in the definition section of this Chapter, shall require a capacity evaluation in accordance with this Chapter.

A. **Increased Impact on Road Facilities.** If a change of use will have a greater impact on road facilities than the previous use as determined by the Director based on review of information submitted by the Developer, and such supplemental information as available, a CRC shall be required for the net increase only, provided that the Developer shall provide reasonably sufficient evidence that the previous use has been actively maintained on the site during the five (5) year period prior to the date of application for the capacity evaluation.

B. **Decreased Impact on Road Facilities.** If a change of use will have an equal or lesser impact on road facilities than the previous use as determined by the Director based on review of information submitted by the Developer, etc., a CRC will not be required.

C. **No Capacity Credit.** If no use existed on the site for the five (5) year period prior to the date of application, no capacity credit shall be issued pursuant to this section.

D. **Demolition or Termination of Use.** In the case of a demolition or termination of an existing use or structure, the capacity evaluation for future redevelopment shall be based upon the net increase of the impact for the new or proposed land use as compared to the land use existing prior to demolition, provided that such credit is utilized through a CRC, within five (5) years of the date of the issuance of the demolition permit.

19.10.005 All Capacity Determinations Exempt from Project Permit Processing. The determinations made by the Director pursuant to the authority in this Chapter shall be exempt from project permit processing procedures, as described in GHMC Title 19, except that the appeal procedures of GHMC Title 19 shall apply pursuant to Part VIII of this chapter. The City's processing of capacity determinations and resolving capacity disputes involves a different review procedure due to the necessity to perform continual monitoring of facility and service needs, to ensure continual funding of facility improvements, and to develop annual updates to the transportation of the comprehensive plan.

## II. LEVEL OF SERVICE STANDARDS

19.10.006. Introduction. The concept of concurrency is based on the maintenance of specified levels of service with respect to road facilities. Concurrency describes the situation in which road facilities are available when the impacts of development occur, or within six (6) years from the time of development. (See, WAC 365-195-210, definition of "available public facilities.") The City has designated levels of service for road facilities in its transportation comprehensive plan:



- A. to conform to RCW 47.80.030 for transportation facilities subject to regional transportation plans;
- B. to reflect realistic expectations consistent with the achievement of growth aims;
- C. for road facilities according to WAC 365-195-325; and
- D. to prohibit development if concurrency for road facilities is not achieved (RCW 36.70A.070), and if sufficient public and/or private funding cannot be found, land use assumptions in the City's Comprehensive Plan will be reassessed to ensure that level of service standards will be met, or level of service standards will be adjusted.

19.10.007. Level of Service Standards. Level of Service (LOS) is the established minimum capacity of road facilities that must be provided per unit of demand or other appropriate measure of need, as mandated by Chapter 36.70A RCW. LOS standards shall be used to determine if road services are adequate to support a development's impact. The City's established LOS for roads within the city limits shall be as shown in the Transportation Element of the City's Comprehensive Plan.

19.10.008. Effect of LOS Standards. The Director shall use the LOS standards set forth in the Transportation Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a CRC issued pursuant to this Chapter.

### III. CAPACITY EVALUATIONS

19.10.009. Capacity Evaluations Required Prior to Issuance of CRC.

A. **When the Requirements of this Chapter Apply.** A capacity evaluation shall be required either in conjunction with or prior to the City's consideration of any development permit depending on the time that the applications are filed, unless specifically exempted by this Chapter. The Director shall utilize the standards and requirements set forth in Part V to conduct a capacity evaluation, prior to issuance of a CRC. In addition to the standards set forth in Part V, and specifically in GHMC 19.10.012, the Director may also utilize the standards set forth in state law or the Washington Administrative Code, or such other rules regarding concurrency which may be established from time to time by administrative rule. In cases where LOS standards do not apply, the Director shall have the authority to utilize other factors in preparing capacity evaluations to include, but not be limited to, independent LOS analysis.

B. **Capacity Reservation Certificates.** A CRC will not be issued except after a capacity evaluation performed pursuant to this Part V, indicating that capacity is available in all applicable road facilities.

19.10.0091. Capacity Evaluations Required for Rezone Applications or Comprehensive Plan Amendments Requesting an Increase in Extent or Density of Development. A capacity evaluation shall be required as part of any application for a comprehensive plan amendment or

zoning map amendment (rezone) which, if approved, would increase the intensity or density of permitted development. As part of that capacity evaluation, the Director shall determine whether capacity is available to serve both the extent and density of development which would result from the zoning/comprehensive plan amendment. The capacity evaluation shall be submitted as part of the staff report and shall be considered by the City in determining the appropriateness of the comprehensive plan or zoning amendment.

#### IV. SUBMISSION AND ACCEPTANCE OF APPLICATION

19.10.010. Application for Capacity Evaluation. (1) An application for a CRC and the application for the underlying development permit, shall be accompanied by the requisite fee, as determined by City Council Resolution. The CRC application may be submitted prior to the development permit application if the developer wishes to assess available capacity before proceeding with the development permit. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director:

- A. Date of submittal.
- B. Developer's name, address and telephone number.
- C. Legal description of property prepared by a licensed surveyor/engineer and assessor's parcel number.
- D. Proposed use(s) by land use category, square feet and number of units.
- E. Phasing information by proposed uses, square feet and number of units, if applicable.
- F. Existing use of property.
- G. Acreage of property.
- H. Proposed site design information, if applicable.
- I. Whether sewer and potable water capacity has been previously reserved.
- J. Traffic report prepared by a professional traffic engineer;
- K. Written consent of the property owner, if different from the developer;
- L. Proposed allocation of capacity by legal description, if applicable.

(2) Even if the traffic report is based on an estimation of impact, the applicant will still be bound by its estimation of impact, and any upward deviation from the estimated traffic impact shall require at least one of the following: a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; mitigation of the additional impact under SEPA; revocation of the CRC.

#### 19.10.011. Submission and acceptance of an application for a CRC.

A. **Determination of Completeness.** Within 28 days after receiving an application for a CRC, the City shall mail or personally deliver to the applicant a determination which states either: (1) that the application is complete; or (2) that the application is incomplete and what is necessary to make the application complete.

B. **Additional Information.** An application for a CRC is complete for purposes of this section when it meets the submission requirements in GHMC 19.10.010. The Determination of

Completeness shall be made when the application is sufficiently complete for review even though additional information may be required or project modifications may be undertaken subsequently. The Director's Determination of Completeness shall not preclude the Director's ability to request additional information or studies whenever new information is required, or substantial changes are made to the proposed project.

**C. Incomplete Applications.**

1. Whenever the applicant receives a determination from the City that an application is not complete, the applicant shall have 90 days to submit the necessary information. Within 14 days after an applicant has submitted the requested additional information, the Director shall make a Determination of Completeness and notify the applicant in the manner provided in subsection A of this section.
2. If the applicant does not submit the additional information requested within the 90-day period, the Director shall make findings and issue a decision that the application has lapsed for lack of information necessary to complete the review, and the applicant may request a refund of the application fee remaining after the City's Determination of Completeness.

**D. Director's Failure to Provide Determination of Completeness.** An application for a CRC shall be deemed complete under this section if the Director does not provide a written determination to the applicant that the application is incomplete as provided in subsection (A) of this section.

**E. Date of Acceptance of Application.** An application for a CRC shall not be officially accepted until complete. When an application is determined complete, the Director shall accept it and note the date of acceptance.

## **V. PROCEDURE FOR DETERMINING CAPACITY**

### 19.10.012. Method of Capacity Evaluation for Road Facilities.

**A.** In performing the concurrency evaluation for road facilities, and to prepare the CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of road facilities. This may involve one or more of the following:

1. a determination of anticipated total capacity at the time the impacts of development occur;
2. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of development occur;

3. calculation of the available capacity for the proposed development;
4. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation provided by the applicant; and
5. comparison of available capacity with project impacts.

B. The Director shall determine if the capacity on the City's road facilities, less the capacity which is reserved can be provided while meeting the level of service performance standards set forth in the City's Comprehensive Plan, and, if so, shall provide the applicant with a CRC.

C. In order to determine concurrency for the purposes of issuance of a CRC, the Director shall make the determination described in Subsections (1)(a) through (e) above. The Director may deem the development concurrent with road facilities, with the condition that the necessary facilities shall be available when the impacts of the development occur or shall be guaranteed to be available through a financial commitment in an enforceable development agreement.

D. If the Director determines that the proposed development will cause the LOS of a road facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, a CRC and the underlying development permit, if such an application has been made, shall be denied, pursuant to GHMC Section 19.10.018 and any other provisions of Title 19 that may be applicable to denial of the underlying development permit. Applicants may then appeal pursuant to Part VIII of this chapter.

## **VI. PRELIMINARY CAPACITY RESERVATION CERTIFICATES (PCRCs)**

**19.10.013. Purpose of Preliminary Capacity Reservation Certificate.** A PCRC is a determination by the Director that: (1) the proposed development activity or development phase will be concurrent with the applicable road facilities at the time the PCRC is issued; and (2) the Director has reserved road facility capacity for this application for a period of one hundred twenty (120) days, or until the City makes a final decision on the underlying permit or approval, whichever is later, as long as applicant submits a completed application within 120 days of receiving the PCRC. In no event shall a developer reserve a greater amount of capacity than that necessary to serve the maximum amount of development permitted on the site under its current zoning classification.

**19.10.014. Procedure for Preliminary Capacity Reservation Certificates.** Within ninety (90) days after receipt of an application for a CRC, the Director shall process the application, in accordance with this Chapter, and issue the CRC or a Denial Letter. Preliminary CRCs shall expire within 120 days of issuance, unless applicant submits a completed application within the 120-day period. If a timely application is submitted, then the Preliminary CRC stays in effect until decision made on the underlying application. If an application is submitted before a PCRC issues then the Director may issue a Final CRC or a Denial Letter at the same time as the SEPA threshold determination, if applicable, and otherwise, at the time a final decision issues on the underlying development permit.

19.10.015. Reservation Period. In order to continue to reserve capacity until issuance of the Certificate of Occupancy for the development activity, the developer must obtain a Final CRC.

19.10.016. Use of Reserved Capacity. When a valid development permit is issued for a project possessing a PCRC, the PCRC shall be converted to a Final CRC, which shall continue to reserve the capacity unless the development permit lapses or expires without the issuance of a Certificate of Occupancy.

19.10.017. Transfer of Reserved Capacity. Reserved capacity shall not be sold or transferred to property not included in the legal description provided by the developer in the application for a CRC. However, if the developer submits a development permit application for a project possessing a PCRC, the developer may, as part of such application, designate the amount of capacity allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the Director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

19.10.018. Denial Letter. If the Director determines that one or more road facilities are not concurrent, the Director shall issue a denial letter, which shall advise the developer that capacity is not available. If the developer is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information: (1) the level of the deficiency on the road facilities, if known; and (2) the options available to the applicant of submitting a development application without a PCRC, or obtaining a PCRC by agreeing to construct the necessary facilities at the applicant's own cost. The developer shall have one hundred twenty (120) calendar days from the issuance of a Denial Letter to submit a development application and, if necessary, appeal both the Denial Letter and the development permit denial pursuant to Part VIII of this chapter.

## **VII. FINAL CAPACITY RESERVATION CERTIFICATE (FCRC)**

19.10.020. Purpose. The purpose of the Final CRC process is to allow property owners and developers the assurance that capacity is reserved for a particular project for a limited amount of time while development occurs, and to provide a higher degree of certainty during the construction financing process.

19.10.021. Reservation Time Period. The Final CRC shall allow the applicant to reserve road facility capacity for one, two or three years. A specific quantity of capacity must be requested for each individual year of the reservation time frame. Capacity shall be reserved based on the standards and criteria for Capacity Evaluations identified in this Chapter. The Final CRC will allow the applicant to utilize the capacity only during the period of time specified on the Certificate.

19.10.022. Expiration and Extensions of Time.

A. **Expiration.** If a Certificate of Occupancy has not been requested during the time frame set forth in the Final CRC, the Director shall convert the reserved capacity to available

capacity for the use of other developments. Requesting a Certificate of Occupancy before expiration of the Final CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes.

**B. Extensions.** The developer may request one extension of not more than twelve (12) months up to thirty days before the expiration date of the Final CRC. Any extension shall be contingent upon payment of an additional reservation fee as set forth in GHMC 19.10.023. The Director shall determine whether an extension is warranted, based on the following criteria:

1. Size of the development and the amount of capacity requested. A limit may be imposed on the amount of capacity that may be extended;
2. Phasing;
3. Location of the project;
4. Capacity available within the service area;
5. Reasons for requesting the reservation time period extension; and
6. Whether the developer exercised good faith in attempting to complete the project and acquire a certificate of occupancy.

Any unused capacity for a specific yearly time frame may be carried forward into the next yearly time frame within the time constraints of the Final CRC. No unused capacity may be carried forward beyond the duration of the certificate or any subsequent extension.

19.10.023. Final Capacity Reservation Fees.

**A. Time for Payment.** Prior to issuance of a Final CRC, or any renewal thereof, the developer shall be required to pay the reservation fee as a condition of capacity reservation. A reservation fee equivalent to thirty-three percent (33%) of the transportation impact fees for the development activity shall be required to reserve capacity for up to one (1) year; sixty-six percent (66%) shall be required to reserve capacity for two (2) years and one hundred percent (100%) shall be required to reserve capacity for up to three (3) years.

The developer shall pay any remaining impact fees at the time of and as condition of, receiving a building permit. The developer shall be required to pay all impact fees pursuant to the impact fee schedule in effect at the time the building permit is issued. [Confirm that this provision is consistent with latest version of impact fee ordinance.]

**B. Refund of Reservation Fee.** Reservation fees shall be refundable, subject to a charge for the City's administrative costs and as set forth in this paragraph. The City shall refund ninety percent (90%) of the reservation fee if the capacity was reserved for 12 months or less. The City

shall refund eighty percent (80%) of the reservation fee for a two year reservation period; and seventy percent (70%) for a three year reservation period.

## VIII. APPEALS OF CONCURRENCY DETERMINATION

19.10.030. Concurrency Determination to be Appealed with Underlying Permit. Any appeal of a concurrency determination shall be brought concurrently with an appeal of the underlying development permit. The appeal procedure shall correspond with the procedure mandated for the underlying permit by Title 19 GHMC. There will be no appeal of a concurrency determination unless and until the applicant submits an application for the underlying development permit and the City has made a final decision to approve or deny the permit.

19.10.031. Notice of Concurrency Determination. Notice of the concurrency determination shall be given to the public together with, and in the same manner as, that provided for the underlying development permit's SEPA threshold determination, unless the project is exempt from SEPA, in which case notice shall be given in the same manner without any accompanying threshold determination.

19.10.032. Time limit to bring appeal. The time limit to appeal the concurrency determination shall be the same time limit provided by Title 19 to appeal the SEPA threshold determination on the underlying development permit. In the event that no threshold determination is required, the appeal shall be brought within 15 days after issuance of a final decision on the underlying development permit. [How are we going to get the appeal in an open record hearing?]

## IX. CONCURRENCY ADMINISTRATION

19.10.040. Purpose and Procedure. The purpose of this Part is to describe the process for administering the Concurrency Ordinance. Capacity accounts will be established, to allow capacity to be transferred to various categories in the application process. Capacity refers to the ability or availability of road facilities to accommodate users, expressed in an appropriate unit of measure, such as LOS for road facilities. Available capacity represents a specific amount of capacity that may be reserved by or committed to future users of road facilities.

19.10.041. Capacity Classifications. There are hereby established two capacity accounts, to be utilized by the Director in the implementation of this Chapter. These accounts are:

- A. the **Available Capacity account**; and
- B. the **Reserved Capacity account**;

Capacity is withdrawn from the available capacity account and deposited into a reserved capacity account when a PCRC is issued; and remains in the reserved capacity account when a Final CRC is issued. Once the proposed development is constructed and an occupancy permit is issued, the capacity is considered "used." Each capacity account of available or reserved capacity will experience withdrawals on a regular basis. Only the Director may transfer capacity between

accounts. [NOTE: Shouldn't these accounts reflect the amount of capacity in each traffic analysis zone? Do the separate accounts need to be set forth in the ordinance?]

19.10.042. Annual Reporting and Monitoring. The Director is responsible for completion of an Annual Capacity Availability Report. This report shall evaluate reserved capacity and permitted development activity for the previous twelve month period, and determine existing conditions with regard to available capacity for road facilities. The evaluation shall report on capacity used for the previous period and capacity available for the Six-Year Capital Facilities Element of the City's Comprehensive Plan and the Six-year Transportation Plan, for road facilities, based upon LOS standards. Forecasts shall be based on the most recently updated schedule of capital improvements, growth projections, public road facility inventories, and revenue projections and shall, at a minimum, include:

- A. A summary of development activity;
- B. The status of each Capacity Account;
- C. The Six-year Transportation Plan;
- D. Actual capacity of selected street segments and intersections, and current LOS; and
- E. Recommendations on amendments to CIP and annual budget, to LOS standards, or other amendments to the transportation element of or to the Comprehensive Plan.

The findings of the Annual Capacity Availability Report shall be considered by the Council in preparing the annual update to the Capital Improvement Element, any proposed amendments to the CIP and Six-year TIP, and shall be used in the review of development permits and capacity evaluations during the next period.

Based upon the analysis included in the Annual Capacity Availability Report, the Director shall recommend to the City Council each year, any necessary amendments to the CIP, TIP and Comprehensive Plan. The Director shall also report on the status of all capacity accounts when public hearings for Comprehensive Plan amendments are heard.

19.10.043. Road LOS Monitoring and Modeling.

A. The City shall monitor Level of Service standards through an annual update of the Six Year Transportation Plan which will add data reflecting development permits issued and trip allocations reserved. The City's Traffic Demand Model will be recalibrated annually based on traffic count information, obtained from at a minimum, the City's Public Works Department.

B. On January 1 of each year, a new trip allocation shall be assigned for each Traffic Analysis Zone, based on the results from the Traffic Demand Model used by the City, to ensure that the City is achieving the adopted LOS standards described in this Chapter and the transportation element of the Comprehensive Plan.

C. Amendments to the Trip Allocation Program that exceed the 100% annual trip allocation for any given year shall require an amendment to the Comprehensive Plan. Monitoring



and modeling shall be required and must include anticipated capital improvements, growth projections, and all reserved and available capacity.

Section 2. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

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

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

of the City of Gig Harbor, Washington

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On the \_\_\_ day of \_\_\_\_\_, 199\_\_, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO DEVELOPMENT AND TRANSPORTATION IMPACTS, IMPLEMENTING THE CONCURRENCY PROVISIONS OF THE TRANSPORTATION ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, AS REQUIRED BY RCW 36.70A.070(6), DESCRIBING THE PROCEDURE FOR THE CITY PUBLIC WORKS DIRECTOR'S EVALUATION OF CONCURRENCY OF THE CITY'S ROAD FACILITIES WITH PROPOSED DEVELOPMENT IN LIGHT OF ADOPTED LEVELS OF SERVICE, DESCRIBING THE PROCEDURE FOR ISSUANCE OF CAPACITY RESERVATION CERTIFICATES, ESTABLISHING THE PROCESS FOR DENIALS, CONCURRENCY RESOLUTIONS AND APPEALS, ESTABLISHING CAPACITY ACCOUNTS, REQUIRING SEMI-ANNUAL REPORTING AND MONITORING OF ROAD CAPACITY, AS PART OF THE ANNUAL UPDATE OF THE CITY'S SIX-YEAR TRANSPORTATION PLAN, AMENDMENTS TO THE TRANSPORTATION ELEMENT OF THE CITY'S COMPREHENSIVE PLAN, AND ADOPTING A NEW CHAPTER 19.10 TO THE GIG HARBOR MUNICIPAL CODE.

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

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

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CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: PARKS AND TRANSPORTATION IMPACT FEES ·**  
**ORDINANCE – SECOND READING**  
**DATE: FEBRUARY 6, 1999**

### **INFORMATION/BACKGROUND**

In order to ensure that adequate transportation and parks facilities can be provided at established levels of service to serve new growth and development, this ordinance is presented to establish transportation and park impact fees as statutorily enabled by the Growth Management Act and the State Environmental Policy Act. This ordinance is consistent with city comprehensive plans for transportation and parks, and creates the means to ensure that new development bears a proportionate share of the capital costs of off-site parks and transportation facilities. Also, this ordinance ensures that the city will pay its fair share (50%) of these capital costs, and provides for the equitable collection of these fees.

### **POLICY CONSIDERATIONS**

Impact fees can only be imposed for park and transportation facilities that are reasonably related to the impacts of new development, that will reasonably benefit new development, and that do not exceed a proportionate share of the costs of new development. Impact fees cannot be used to correct existing deficiencies. Appendix 'A' and Appendix 'D' identify such transportation and park facilities, drawn from the six-year capital project lists of respective comprehensive plan elements. The ordinance allows for variation from the fee schedule (see Section 10.) and for a reduction under certain circumstances for low-income housing (see Section 17.).

### **FISCAL CONSIDERATIONS**

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

The proposed rate schedule for transportation is identified in Appendix 'B'; the fee per single family home is \$2,069.21. Transportation fees are varied as per the schedule developed by Henderson and Young, consultants for the city's transportation impact fee study, which was developed concurrently with the adoption of the transportation element of the city's comprehensive plan.

The proposed parks fee per residential unit is \$1500 (see Appendix 'C' and Appendix 'C-2').

### **RECOMMENDATION**

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

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

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

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

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

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

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

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

Section 2. Authority and Purpose.

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

B. The purpose of this ordinance is to:

1. Develop a program consistent with the Gig Harbor Parks Open Space and Recreation Plan, 6-Year Road Plan and the City's Comprehensive Plan (parks and transportation elements), and Capital Improvement Plan, for joint public and private financing of park and transportation facility improvements necessitated in whole or in part by development in the City;

2. To ensure adequate levels of service within the City;

3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site parks and transportation facilities reasonably related to new development, in order to maintain adopted levels of park service and maintain adopted levels of service on the City's transportation facilities;

4. Ensure that the City pays its fair share of the capital cost of parks and transportation facilities necessitated by public use of the parks and roadway system;  
and

5. Ensure fair collection and administration of such impact fees.

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

Section 3. Applicability.

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

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

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

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

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

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

Section 6. Imposition of Impact Fees.

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

B. Impact fees may be required pursuant to the Impact Fee Schedule adopted through to the process described in Section 1.3 of this ordinance, or mitigation may be provided

through: 1) the purchase, installation and/or improvement of park and transportation facilities pursuant to Section 9(C) dedication of land pursuant to Section 9(C) of this ordinance.

C. Impact Fees:

1. Shall only be imposed for park and transportation facilities that are reasonably related to the impacts of new Development;
2. Shall not exceed a proportionate share of the costs of park and transportation facilities that are reasonably related to new Development;
3. Shall be used for park and transportation facilities that will reasonably benefit the new Development;
4. Shall not be used to correct existing deficiencies;
5. Shall not be imposed to mitigate the same off-site park and transportation facility impacts that are being mitigated pursuant to any other law;
6. Shall not be collected for improvements to state/county park and transportation facilities unless the state/county requests such improvements and an agreement to collect such fees has been executed between the state/county and the City;
7. Shall not be collected for improvements to park and transportation facilities in other municipalities unless the affected municipality requests such improvement and an interlocal agreement has been executed between the City and the affected municipality for collection of such fees;
8. Shall not be collected for any Development approved prior to the date of adoption of this ordinance unless changes or modifications in the Development requiring City approval are subsequently proposed which result in greater direct impacts on park and transportation facilities than were considered when the Development was first approved; and

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

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

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

Section 8. Fee Schedules and Establishment of Service.

A. Impact Fee Schedules setting forth the amount of the Impact Fees to be paid by Development are listed in Appendix 'B' for Roads and Appendix 'C' for parks, attached hereto and incorporated herein by this reference. Administrative fees to be paid as part of the Impact Fee program are also included in the Fee Schedules.

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

Section 9. Calculation of Impact Fees.

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

1. Determines the standard fee for similar types of Development, which shall be



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

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

B. In calculating proportionate share, the Director shall:

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

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

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

4. Estimate the cost of constructing the Projects in Appendix 'A' for roads as of the time they are placed on the List, and the cost of maintaining the city's level of park service as shown on Appendix 'D' and then update the cost estimates at least annually, considering the:

a. Availability of other means of funding park and transportation facility improvements;

b. Cost of existing park and transportation facility improvements; and

c. Methods by which park and transportation facility improvements were financed;

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

C. The Director shall reduce the calculated proportionate share by giving credit

for the following benefit factors:

1. The purchase, installation and/or improvement of park and transportation facilities, if:

- a. the facilities are located on land owned by the City, Pierce County, a school district or a special district; and
- b. a designated public owner is responsible for permanent, continuing maintenance and operation of the facilities; and
- c. the Director determines that the facilities correspond to the type(s) of park and transportation facilities being impacted by the Development as determined pursuant to this ordinance; and
- d. the Director determines, after consultation with the County, school district or special purpose district, as applicable, and an analysis of supply and demand data, the Parks Open Space and Recreation Plan, the 6-Year Road Plan and any applicable Pierce County park and transportation plan, that the proposed park and transportation facility improvements better meet the City's need for park and transportation facilities than would payment of funds to mitigate the park and transportation impacts of the Development.

2. The credit against the Impact Fee shall be equal to the fair market value of the purchase, installation and/or improvement.

3. A developer of a planned residential development or mobile home park may receive credit only for park and transportation facilities provided in addition to those normally required under SEPA for such developments pursuant to Chapter 18.04 GHCM.

4. When the Director has agreed to a developer's proposal to satisfy some or all of the Impact Fee through the purchase, installation and/or improvement of park and transportation facilities, the developer shall prepare and submit a facility improvement plan to the Director for approval prior to recordation of a plat or short plat for subdivisions, and prior to issuance of a

building permit for all other developments.

5. In the determination of credit toward the impact fee, the Director shall also consider the extent to which the proposed dedication or conveyance meets the following criteria:

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

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

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

Section 11. Payment of Fees.

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

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

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

Section 12. Time of Payment of Impact Fees.

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

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

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

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

Section 13. Project List.

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

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

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

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

C. The Council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual Project List by adopting, with or without modification, the Director's Draft Amendment.

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

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

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

#### Section 14. Funding of Projects.

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

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

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

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

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

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

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

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

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

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

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



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

Section 16. Refunds.

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

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

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

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

A. Public housing agencies or private non-profit housing developers participating

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

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

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

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

1. Encourage the construction of housing for low-income households by public housing agencies or private non-profit housing developers participating in publicly-sponsored or subsidized housing programs;

2. Encourage the construction in private developments of housing units for low-income households that are in addition to units required by another housing program or development condition;

3. Ensure that housing that qualifies as "low income" meets appropriate standards regarding household income, rent levels or sale prices, location, number of units and development size;

4. Ensure that developers who obtain an exemption from or reduction from Impact Fees will in fact build the proposed low income housing and make it available to low income households for a minimum of fifteen (15) years;

5. Implement an exemption plan whereby payment of the Impact Fee is deferred for low income housing and forgiven over a fifteen (15) year period.

Section 18. Appeals.

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

1. That the Director committed error in calculating the developer's proportionate share, as determined by an individual fee calculation, or, if relevant, as set forth in the Impact Fee Schedule, or in granting credit for the benefit factors; or

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

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

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

2. Request in writing reconsideration by the Director or his/her designee of an adverse decision by staff. The request for reconsideration shall state in detail the grounds for the request. The Director or his designee shall issue a final, appealable decision within ten (10) working days of receiving a request for reconsideration unless the Director

or his/her designee determines that a meeting with the developer is needed to properly consider the request, in which case the meeting shall be held within ten (10) working days of receipt of the request and a final decision issued within ten (10) working days of the meeting.

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

Section 19. Relationship to SEPA.

A. All Development shall be subject to environmental review pursuant to SEPA and other applicable City ordinances and regulations.

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

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

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

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

agreement between the City and the affected municipality. Otherwise, the standards contained in the Gig Harbor Comprehensive Plan shall apply to park and transportation impacts in adjoining jurisdictions.

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

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

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

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

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

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

of the City of Gig Harbor, Washington

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On the \_\_\_\_\_ day of \_\_\_\_\_, 1999, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

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

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

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

---

CITY CLERK, MOLLY TOWSLEE

Appendix 'A' / Transportation

Appendix 'A'  
Rate Schedule / Transportation

TP #	Project Description	Year Scheduled	Estimated Total Project Cost	Perce County Participation	Project Participate n	% of Total Project Cost (TIA Fed)	% of Total Project Cost (State/TIA Fed)	% of Total Project Cost (Local)	Total Grants	Participate n	% of Total Project Cost	100% for Increase Capacity	Factor to determine Capacity	Estimated Projected	
11	POINT FOSDICK DRIVE IMPROVEMENTS (Ph. 2) - 44th Street to City Limits	2001-2002	\$545,000	\$0	355,926	65.3%	\$0	0.0%	\$355,926	\$55,549	10.2%	49%	(0.5x1.49)x0.545	\$133,525	24.5%
12	OLYMPIC DRIVE/56th STREET IMPROVEMENTS - 96th W. west of Point Fosdick Drive to 38th Avenue	2001-2002	\$1,341,000	\$0	875,774	65.3%	\$80,000	6.0%	\$955,774	\$56,681	4.2%	39%	(0.5x0.49)x1.34	\$328,545	24.5%
18	56th ST. / PT. FOSDICK DR. IMPROVEMENTS - Olympic Drive to Olympic Drive	2003-2004	\$1,182,000	\$0	771,835	65.3%	\$36,000	3.0%	\$807,835	\$64,475	7.1%	49%	(0.5x0.49)x1.182	\$289,580	24.5%
22	EASTWEST (BORGEN) ROAD CONSTR (Ph. 2) - Swede Hill interchange (SR-16) to W of Woodridge	2003-2004	\$4,050,000	\$0	1,751,525	43.3%	\$150,000	3.7%	\$1,901,525	\$123,375	3.0%	100%	(0.5x1.0)x4.05	\$2,025,000	50.0%
23	CRESCENT VALLEY CONNECTOR - Peapack Hill Avenue to Crescent Valley Road	2003-2004	\$4,300,000	\$0	1,859,750	43.3%	\$0	0.0%	\$1,859,750	\$280,250	6.8%	100%	(0.5x1.0)x4.3	\$2,150,000	50.0%
25	NORTH-SOUTH CONNECTOR - East/West Road to Peacock Hill Avenue	2000-2001	\$150,000	\$0	0	0.0%	\$0	0.0%	\$0	\$75,000	50.0%	100%	(0.5x1.0)x0.15	\$75,000	50.0%
26	HUNT STREET CROSSING - Kimball Drive to 38th Ave	2003-2004	\$11,800,000	\$0	5,103,500	43.3%	\$388,100	3.4%	\$5,501,500	\$388,400	3.4%	100%	(0.5x1.0)x11.8	\$5,900,000	50.0%
<b>TOTAL</b>														\$1,523,000	51.6%
														\$130,085	19.5%

Appendix 'A-2' / Transportation  
**RATE SCHEDULE**

**Capacity Cost per Growth Trip**

Total Cost of Added Road Capacity	\$	12,554,725
+ Total Growth Trips in UGA		27,753
Capacity Cost per Growth Trip	\$	452.37

**Adjustment for Payment of Gas Tax**

Average Trip Length (miles)		5.43
+ Average Miles per Gallon (fleet)		20.73
Gallons of Gas per trip		0.261939219
x Gas Tax per Gallon (municipal share)	\$	0.02652
City Gas Tax per Trip	\$	0.006946366
x Days per Year		365
City Gas Tax per Year per Trip Generated	\$	2.54
x Multiplier (30 years 5% NPV)		15.37
City Gas Taxes Paid by New Development (present value)	\$	38.97
x Portion Used by City for New Capacity for Growth		50%
City Gas Taxes per Trip Credited Against Impact fee	\$	19.48

**Net Capacity Cost per Growth Trip**

Capacity Cost per Growth Trip	\$	452.37
- City Gas Taxes per Trip Credited Against Impact Fee	\$	19.48
Net Capacity Cost per Growth Trip	\$	432.89



RATE SCHEDULE

Appendix 'B' / Transportation

Impact Fee Rate Schedule

ITE Code	ITE Land Use Category	Trip Rate (1)	% New Trips (2)	Peak Hour Factor (3)	Net New Trips Per Unit of Measure	Impact Fee Per Unit @ \$ 432.89 Per Trip
110	Light Industrial	3.49	100%	1.33	4.64 1,000 sq. ft.	\$ 2.01 per square foot
140	Manufacturing	1.93	100%	1.84	3.55 1,000 sq. ft.	1.54 per square foot
151	Mini-warehouse	1.30	100%	0.95	1.24 1,000 sq. ft.	0.54 per square foot
210	Single Family House	4.78	100%	1.00	4.78 dwelling	2,069.21 per dwelling unit
220	Apartment	3.24	100%	0.92	2.98 dwelling	1,290.01 per dwelling unit
230	Condominium	2.93	100%	0.89	2.61 dwelling	1,129.84 per dwelling unit
240	Mobile Home	2.41	100%	1.14	2.75 dwelling	1,190.44 per dwelling unit
250	Retirement Community	1.16	100%	0.90	1.04 dwelling	450.20 per dwelling unit
310	Hotel	4.35	100%	0.83	3.61 room	1,562.73 per room
320	Motel	5.10	100%	0.56	2.86 room	1,238.06 per room
420	Marina	1.48	100%	0.61	0.90 berth	389.60 per berth
430	Golf Course	4.17	100%	0.44	1.83 acre	792.19 per acre
444	Movie Theater	11.96	100%	1.88	22.48 1,000 sq. ft.	9.73 per square foot
492	Racquet Club	8.57	100%	0.98	8.40 1,000 sq. ft.	3.64 per square foot
530	High School	5.45	100%	1.68	9.16 1,000 sq. ft.	3.97 per square foot
560	Church	4.66	100%	0.73	3.40 1,000 sq. ft.	1.47 per square foot
610	Hospital	8.39	100%	0.59	4.95 1,000 sq. ft.	2.14 per square foot
620	Nursing Home	1.30	100%	0.62	0.81 bed	350.64 per bed
710	Office 10,000 Sq. Ft.	12.30	100%	1.31	16.11 1,000 sq. ft.	6.97 per square foot
710	Office 50,000 Sq. Ft.	8.29	100%	1.28	10.61 1,000 sq. ft.	4.59 per square foot
710	Office 100,000 Sq. Ft.	7.02	100%	1.26	8.85 1,000 sq. ft.	3.83 per square foot
720	Medical Office	17.09	100%	1.13	19.31 1,000 sq. ft.	8.36 per square foot
820	Retail 10,000 Sq. Ft.	83.80	49%	0.85	34.90 1,000 sq. ft.	15.11 per square foot
820	Retail 50,000 Sq. Ft.	45.83	48%	0.87	19.14 1,000 sq. ft.	8.29 per square foot
820	Retail 100,000 Sq. Ft.	35.34	74%	0.88	23.01 1,000 sq. ft.	9.96 per square foot
820	Retail 200,000 Sq. Ft.	27.25	74%	0.88	17.75 1,000 sq. ft.	7.68 per square foot
832	Restauraunt: sit-down	102.68	52%	0.72	38.44 1,000 sq. ft.	16.64 per square foot
833	Fast Food, No Drive-up	393.11	52%	0.51	104.25 1,000 sq. ft.	45.13 per square foot
844	Service Station	150.18	27%	0.48	19.46 pump	8,424.02 per pump
850	Supermarket	88.80	49%	0.82	35.68 1,000 sq. ft.	15.45 per square foot
851	Convenience Market - 24 Hr.	369.00	31%	0.69	78.93 1,000 sq. ft.	34.17 per square foot
860	Wholesale Warehousing	3.37	100%	0.29	0.98 1,000 sq. ft.	0.42 per square foot
911	Bank/Savings: Walk-in	70.31	30%	1.17	24.68 1,000 sq. ft.	10.68 per square foot
912	Bank/Savings: Drive-in	132.61	30%	1.56	62.06 1,000 sq. ft.	\$ 26.87 per square foot

- (1) ITE Rate divided by 2
- (2) Eliminates pass-by trips

Appendix 'C' / Parks

**RATE SCHEDULE**

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

Appendix 'C-2' / Parks

Financial strategies 1996-2002 (city facilities within city limits)

	Alternative 1 75 percent (1) Growth Impt Fee w/\$.0075 bond	Alternative 2 50 percent Growth Impt Fee w/\$.0050 bond	Alternative 3 25 percent Growth Impt Fee w/\$.0025 bond	Alternative 4 0 percent Growth Impt Fee w/\$.0000 bond
<b>ELOS/PLOS standard projections</b>				
Renovations and repairs	(\$150,000)	(\$150,000)	(\$150,000)	(\$150,000)
ELOS city facilities growth impact 1996-2002	(\$1,042,208)	(\$1,042,208)	(\$1,042,208)	(\$1,042,208)
<b>SUBTOTAL</b>	<b>(\$1,192,208)</b>	<b>(\$1,192,208)</b>	<b>(\$1,192,208)</b>	<b>(\$1,192,208)</b>
PLOS city facility proposals	(\$2,011,862)	(\$2,011,862)	(\$2,011,862)	(\$2,011,862)
<b>TOTAL EXPENDITURES</b>	<b>(\$3,204,070)</b>	<b>(\$3,204,070)</b>	<b>(\$3,204,070)</b>	<b>(\$3,204,070)</b>

**Proposed revenues**

GENERAL FUND TRENDS (1989-1995)	Ave expnd	Allocate	Inflate				
General Funds	\$29,875	100.0%	11.5%	\$239,131			
Real Estate Excise Tax (REET-CIP)	\$23,913	100.0%	13.5%	\$201,596			
IAC, ALEA, ISTEIA	\$9,810	100.0%	5.0%	\$85,724			
SEPA mitigations (2)	\$12,000	0.0%	0.0%	\$0			
<b>CUMULATIVE TOTAL CITY GENERAL FUND REVENUES</b>				<b>\$507,450</b>	<b>\$507,450</b>	<b>\$507,450</b>	<b>\$507,450</b>

**GROWTH IMPACT FEE - CITYWIDE COLLECTIONS**

Additional population 1996-2002	3.5%	855			
ELOS growth impact/person (3)		\$1,218.96			
Assessment rate		75.0%	50.0%	25.0%	0.0%
<b>TOTAL GROWTH IMPACT FEES</b>		<b>\$781,858</b>	<b>\$521,105</b>	<b>\$260,553</b>	<b>\$0</b>
<b>CUMULATIVE TOTAL GENERAL FUNDS+GROWTH IMPACT FEES</b>		<b>\$1,289,108</b>	<b>\$1,028,558</b>	<b>\$768,003</b>	<b>\$507,450</b>

**PARK, RECREATION & OPEN SPACE OBLIGATION BONDS**

Park and open space facility debt capacity (7.5% of assessed)					
Assessed valuation 1995		\$325,960,487			
Assessed rate per \$1.00 valuation (4)		\$0.0075	\$0.0050	\$0.0025	\$0.0000
<b>REVENUE GENERATED FROM BOND</b>		<b>\$2,444,704</b>	<b>\$1,629,802</b>	<b>\$814,901</b>	<b>\$0</b>
<b>CUMULATIVE TOTAL GENERAL FUNDS+GROWTH IMPACT+BOND</b>		<b>\$3,733,812</b>	<b>\$2,658,358</b>	<b>\$1,582,904</b>	<b>\$507,450</b>

<b>DIFFERENCE BETWEEN PROPOSED EXPENDITURES AND REVENUES</b>	<b>\$529,742</b>	<b>(\$545,712)</b>	<b>(\$1,821,166)</b>	<b>(\$2,696,620)</b>
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- Note:
- (1) GMA does not allow growth requirements to be financed 100% with growth impact fees.
  - (2) If GMA impact fee provisions are used, SEPA mitigations may no longer be used to obtain in-lieu payments for park land and/or facilities (RCW 82.02.100).
  - (3) Average number of persons per dwelling unit is 2.47 meaning growth impact fee/dwelling unit would be:  
\$3,044.26 at 100% assessment, \$2,293.20 at 75% assessment, \$1,522.13 at 50% assessment, and \$781.07 at 25% assessment.
  - (4) Under alternative 1, a \$0.0075 bond assessment per \$1.00 valuation (equals \$750 for a \$100,000 house) would require an annual payment of \$69.43 (for a \$100,000 house) if the bond were financed at 6.75 percent for a 10 year period.  
Similarly, the annual cost would be \$48.28 under alternative 2, \$23.14 under alternative 3, and \$0.00 under alternative 4.

Appendix 'D' / Parks

Capital improvement program 1996-2002

Agency/Department: Gig Harbor Public Works Department  
 Address: 3105 Judson Street  
 City, zip code: Gig Harbor, Washington 98335  
 Phone: 206.851.8145 Fax: 206.851.8563 County: Pierce County

Prty	Project site	Lvl	Act	Item	Funds	Unit	Unit Cost	Qty	Qty Cost
<b>CONSERVANCY/RESOURCE PARKS</b>									
high	Wilkinson Wetlands	lcl	acq	acquire/accept donation	GMA/SEPA	acres	\$31,250.00	16.0	\$500,000
			dvp	trail-class 4 w/o services	GMA/SEPA	miles	\$37,651.00	0.5	\$18,826
			dvp	trailhead w/parking/sanican	GMA/SEPA	stall	\$2,440.27	15	\$38,604
moderate	WWTP	lcl	dvp	trail-class 3 w/o services		miles	\$48,485.00	0.25	\$11,621
			dvp	trailhead w/parking/restrooms		stall	\$8,549.43	10	\$85,494
low	Scofield Property	rgl	acq	acquire upland site		acres	\$1,036,728.00	1.1	\$1,190,000
			acq	acquire tidelands		acres	\$5,000.00	10.0	\$50,000
			dvp	trail-class 4 w/o services		miles	\$37,651.00	0.25	\$9,413
			dvp	trailhead w/parking/restrooms		stall	\$8,549.43	15	\$98,242
low	Acquire Tallman's Wetl	lcl	acq	acquire wetlands site	SEPA	acres	\$31,250.00	0.0	\$0
			dvp	trail-class 4 w/o services		miles	\$37,651.00	0	\$0
			dvp	trailhead w/parking/restrooms		stall	\$8,549.43	0	\$0
									\$1,980,199
<b>RESOURCE PARKS</b>									
high	City Park	lcl	acq	acquire adjacent property		acres	\$75,757.00	2.0	\$150,282
			dvp	trail-class 5 w/o services		miles	\$14,359.00	0.25	\$3,590
high	City Park Extension	lcl	acq	acquire east of Wheeler Street		acres	\$100,000.00	1.1	\$110,000
high	Gig Harbor Marine Park	rgl	plan	master plan harbor use		plan	\$50,000.00	1	\$50,000
high	Jarisich Park	rgl	dvp	dock extension/vessel pump-out		sq ft	\$32.00	1050	\$33,600
			acq	acquire Skansis property		acres	\$1,166,668.67	1.5	\$1,750,000
			dvp	restore net shed		sq ft	\$50.00	3752	\$187,600
			dvp	develop picnic facilities		table	\$3,400.00	5	\$17,000
low	WWTP	lcl	acq	acquire adjacent properties		acre	\$8,240.00	11.5	\$94,760
low	Wheeler Street-end	lcl	dvp	picnic facilities w/o services		table	\$3,400.00	0	\$0
									\$2,398,812
<b>TRAIL SYSTEMS</b>									
high	Harbor Ferry Landing	rgl	dvp	view platform w/access		sq ft	\$850.00	240	\$204,000
high/mod	Harbor Ridge MS	lcl	dvp	trail-multi w/o services		miles	\$189,450.00	0.05	\$9,811
			dvp	overlook platform w/picnic		sq ft	\$50.00	200	\$10,000
low/mod	Harbor Heights	lcl	dvp	trail-multi w/o services		miles	\$189,450.00	0.14	\$25,834
			dvp	overlook w/picnic		sq ft	\$32.00	200	\$6,400
low	Lagoon/Narrows Trail	rgl	acq	trail use rights		plan	\$15,000.00	1	\$15,000
			dvp	trail-multi w/o svcs-UGA		miles	\$87,447.00	5.5	\$478,984
			dvp	trailhead w/parking/sanican		stall	\$2,440.27	30	\$73,208
mod/high	SR-16 Mtn Bike Trail	lcl	dvp	mtn bike 1-w/o svcs UGA		miles	\$14,683.00	1.8	\$28,898
low	Pioneer/Harborview Pla	lcl	dvp	streetscape		sq ft	\$12.00	12,000	\$144,000
low	Water Trailheads	rgl	acq	water trailhead w/svs		site	\$22,304.00	0.5	\$11,152
									\$1,001,885
<b>ATHLETIC FIELDS</b>									
high	City Park	lcl	acq	acquire adjacent property		acres	\$25,000.00	11.9	\$297,521
high	Gig Harbor North	lcl	acq	acquire community park site	SEPA	acres	\$0.00	20	\$0
high	Tallman Park	lcl	acq	acquire community park site	SEPA	acres	\$0.00	20	\$0
high	Skateboard Court	lcl	dvp	develop skateboard facility		each	\$50,000.00	1	\$50,000
high	Harbor Ridge MS	rgl	plan	master plan site rcn uses		plan	\$15,000.00	1	\$15,000
high	Henderson A/WPLC	rgl	plan	master plan site rcn uses		plan	\$25,000.00	1	\$25,000
high	GHPSD school sites	lcl	plan	master plan site rcn uses		plan	\$15,000.00	1	\$15,000
									\$402,521
<b>COMMUNITY/RECREATION CENTER</b>									
high	CLC/Henderson Alt	rgl	plan	master plan facilities		plan	\$50,000.00	1	\$50,000
high	Harbor Ridge MS	rgl	plan	master plan facilities		plan	\$10,000.00	1	\$10,000
			dvp	renovate building		sq ft	\$25.00	3000	\$75,000
mod	City Park	lcl	acq	acquire Mason's Building		each	\$50,000.00	1	\$50,000
									\$185,000
<b>TOTAL</b>									<b>\$5,988,417</b>

# GMA Impact Fees for Transportation Facilities

This table only lists cities and towns that 1) are required or choose to plan under 36.70A.040 (since only they are authorized to impose impact fees per RCW 82.02.030); and 2) provided a survey response.

blank = City has not adopted a GMA transportation facilities impact fee ordinance.

City	Single Family	Multi Family	Non Residential
Algona			
Anacortes	\$400 per pk hr trip	\$400 per pk hr trip	\$400 per pk hr trip
Arlington			
Auburn			
Bainbridge Island			
Battle Ground			
Beaux Arts Village			
Bellevue	\$750 per unit	\$409 per unit	\$856 per trip
Benton City			
Black Diamond			
Bonney Lake			
Bramerton			
Buckley			
Burlington	\$35 per pk hr trip	\$35 per pk hr trip	\$35 per pk hr trip
Carnation			
Cashmere			
Centralia			
Chelan			
Cle Elum			
College Place			
Colville			
Coulee City			
Coulee Dam			
Coupeville			
Creston			
Dayton			
Deer Park			
Des Moines			
DePue			
Duvall	\$2710 per unit		\$2682 per pm pk hr
East Wenatchee			
Eatonville			
Electric City			
Ellensburg			
Entiat			
Enumclaw	\$2610 per unit	\$1740 per unit	\$2 per sq.ft. comm.
Ephrata			
Everett			
Federal Way			
Forest			
Forks			
George			
Gig Harbor			
Gold Bar	\$537.6 per trip	\$364 per trip	\$56 per trip

# GMA Impact Fees for Transportation Facilities

This table only lists cities and towns that 1) are required or choose to plan under 36.70A.040 (since only they are authorized to impose impact fees per RCW 82.02.050); and 2) provided a survey response.

blank = City has not adopted a GMA transportation facilities impact fee ordinance.

City	Single Family	Multi Family	Non Residential
Grand Coulee			
Granger			
Granite Falls			
Hamilton			
Harrah			
Hartline			
Hunts Point			
Ilwaco			
Index			
Issaquah			
Kettle Falls			
Kirkland			
Krupp			
La Center	\$2248 per SFR	\$1551 per unit	
La Conner			
Lacey			
Lake Forest Park			
Lakewood			
Langley			
Leavenworth			
Long Beach			
Mabton			
Maple Valley			
Medical Lake			
Medina			
Mercer Island			
Mesa			
Mill Creek			
Millwood			
Morton			
Mossyrock			
Mount Vernon	\$2442 per unit	\$1612 per unit	\$124 per trip
Moxee			
Mukilteo			
Nespelem			
Nooksack			
Normandy Park			
North Bend			
Oak Harbor			
Orting			
Pacific			
Pasco			
Pe Ell			
Poulsbo			
Port Orchard			

## GMA Impact Fees for Transportation Facilities

This table only lists cities and towns that 1) are required or choose to plan under 36.70A.040 (since only they are authorized to impose impact fees per RCW 82.02.050); and 2) provided a survey response.

blank = City has not adopted a GMA transportation facilities impact fee ordinance.

City	Single Family	Multi Family	Non Residential
Port Townsend			
Prosser			
Puyallup			
Quincy			
Redmond	\$967 per unit	\$628 per unit	\$1.42 per sq. ft. ft.
Ridgefield	\$1913 per unit	\$1099 per unit	
Rockford			
Roslyn			
Roy			
Royal City			
Seattle			
Seah			
Sequim			
Shelton			
Shoreline			
Snohomish			
Snoqualmie			
South Bend			
South Cle Elum			
South Prairie			
Spangle			
Stanwood	\$800	\$760	
Starbuck			
Sultan	\$1628 per lot		
Tiction			
Toledo			
Toppenish			
Tukwila			
Tumwater	\$978.56 per unit	\$622.72 per unit	
Union Gap			
University Place			
Vader			
Waitsburg			
Warden			
Washougal	\$775.43 per unit	\$445.3 per unit	\$767.7 per unit
Waterville			
Waverly			
Wenatchee			
Winlock			
Woodinville			
Yakima			
Yarrow Point			
Yelm	\$757.5 per unit	\$750 per pm peak trip	\$750 per pm peak trip

# GMA Impact Fees for Park Facilities

This table only lists cities and towns that 1) are required or choose to plan under 36.70A.040 (since only they are authorized to impose impact fees per RCW 82.02.050); and 2) provided a survey response.

blank = City has not adopted a GMA park impact fee ordinance.

City	Single Family	Multi Family	Non Residential
Algona			
Anacortes			
Arlington			
Auburn			
Bainbridge Island			
Battle Ground			
Beaux Arts Village			
Bellevue			
Beaton City			
Black Diamond			
Bonney Lake			
Bremerton			
Buckley	\$447 per unit	\$300 per unit	
Burlington	\$250 per unit	\$250 per unit	\$200 per 1000 s.f
Carnation			
Cashmere			
Centralia			
Chehalis			
Cle Elum			
College Place			
Colville			
Coulee City			
Coulee Dam			
Coupeville			
Creston			
Dayton			
Deer Park			
Des Moines			
DuPont			
Duvall	\$1000 per unit	\$1000 per unit	
East Wenatchee			
Estoville	\$400 per unit	\$400 per unit	
Electric City			
Ellensburg	\$612.5 per unit	\$525 per unit	
Entiat			
Enumclaw			
Ephrata			
Everett			
Federal Way			
Firecrest			
Forks			
George			
Gig Harbor			
Gold Bar	\$628 per unit	\$427 per unit	



# GMA Impact Fees for Park Facilities

This table only lists cities and towns that 1) are required or choose to plan under 36.70A.046 (since only they are authorized to impose impact fees per RCW 82.02.050); and 2) provided a survey response.

Blank = City has not adopted a GMA park impact fee ordinance.

City	Single Family	Mult Family	Non Residential
Grand Coulee			
Granger			
Granite Falls			
Hamilton			
Harrah			
Hartline			
Hunts Point			
Ilwaco			
Index			
Issaquah			
Kettle Falls			
Kirkland			
Krupp			
La Center	\$698 per SFR	\$554 per unit	
La Conner			
Lacey			
Lake Forest Park			
Lakewood			
Langley			
Leavenworth			
Long Beach			
Mabton			
Maple Valley			
Medical Lake			
Medina			
Mercer Island			
Mesa			
Mill Creek			
Millwood			
Morton			
Mossyrock			
Mount Vernon	\$855 per unit	\$789 per unit	
Moxee			
Mukilteo	\$1300 per SFR	\$1300 per unit	
Nespelem			
Nooksack			
Normandy Park			
North Bend	\$591 per home	\$415 per home	\$476 per mobile ho
Oak Harbor	\$669 per dwelling	\$431 per dwelling	
Oting			
Pacific			
Pasco			
Pc Ell			
Port Orchard			

# GMA Impact Fees for Park Facilities

This table only lists cities and towns that 1) are required or choose to plan under 36.70A.040 (since only they are authorized to impose impact fees per RCW 82.02.050); and 2) provided a survey response.

blank = City has not adopted a GMA park impact fee ordinance.

City	Single Family	Multi Family	Non Residential
Port Townsend			
Prosser			
Puyallup	\$491 per unit	\$323 per unit	
Quincy			
Redmond	\$1478 per unit	\$936 per unit	\$165 per 1,000 R/g
Ridgefield	\$1408 per unit	\$1126 per unit	
Rockford			
Roslyn			
Roy			
Royal City			
Seattle			
Selah			
Sequim			
Shelton			
Shoreline			
Snohomish			
Snoqualmie			
South Bend			
South Cle Elum			
South Prairie			
Spangle			
Stanwood	\$640.8	\$640.8	
Starbuck			
Sultan			
Ticton			
Toledo			
Toppenish			
Tukwila			
Tumwater	\$563.88 per unit	\$371.65 per unit	
Union Gap			
University Place			
Vader			
Waitsburg			
Warden			
Washougal	\$600 per unit	\$480 per unit	
Waterville			
Waverly			
Wenatchee			
Winlock			
Woodinville			
Yakima			
Yarrow Point			
Yelm			



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MHA*  
**SUBJECT: DEFINITIONS FOR CONCURRENCY AND IMPACT FEE**  
**ORDINANCES – SECOND READING**  
**DATE: FEBRUARY 16, 1999**

**INFORMATION/BACKGROUND**

The Concurrency Ordinance and Transportation and Parks Impact Fee Ordinance proposed for first reading along with this ordinance require supporting definitions. This ordinance has been crafted by Legal Counsel to meet this need.

**RECOMMENDATION**

Staff recommends that this ordinance be passed at the same reading as the other two ordinances.

**ORDINANCE No. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO CONCURRENCY AND IMPACT FEES, SETTING FORTH THE DEFINITIONS TO BE USED FOR BOTH THE CITY'S CONCURRENCY ORDINANCE (CHAPTER 19.10 GHMC) AND THE TRANSPORTATION IMPACT FEE ORDINANCE (CHAPTER 19.12 GHMC), ADDING A NEW CHAPTER 19.14 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the City is required by law to adopt a Concurrency Ordinance for transportation facilities; and

WHEREAS, the City is authorized by RCW 82.02.050 through 82.02.100 to impose impact fees on development activities by ordinance; and

WHEREAS, the City Council will consider Concurrency and Transportation Impact Fee Ordinances for adoption; and

WHEREAS, the definitions in this ordinance relate to the Concurrency and Transportation Impact Fee Ordinances;

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL DOES ORDAIN AS FOLLOWS:

Section 1. A new chapter 19.14 shall be added to the Gig Harbor Municipal Code, to read as follows:

## CONCURRENCY AND IMPACT FEE DEFINITIONS

**Definitions.** The following words and terms shall have the following meanings for the purpose of chapter 19.10 GHMC, the Concurrency Ordinance, and chapter 19.\_\_\_\_ GHMC, the Transportation Impact Fee Ordinance, unless the context clearly appears otherwise. Terms otherwise not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning

1. "Act:" The Growth Management Act, Chapter 36.70A RCW, or as hereinafter amended.
2. "Adequate public facilities:" Facilities which have the capacity to serve development without decreasing levels of service below locally established minimums.
3. "Approving Authority:" The City employee, agency or official having authority to issue the approval or permit for the Development Activity involved.
4. "Available public facilities:" Facilities are in place, or a financial commitment has been made to provide the facilities, within six years.
5. "Capacity:" The ability of a public facility to accommodate users, expressed in an appropriate unit of measure, such as average daily trip ends within the LOS standards for the facility.
6. "Capacity, Available:" Capacity in excess of current demand ("Used Capacity") for a specific public facility which can be encumbered, reserved, or committed or the difference between capacity and current demand ("Used Capacity").
7. "Capacity, Reserved:" Capacity which has been reserved through use of the capacity reservation certificate process in chapter 19.10 GHMC.
8. "Capacity, Encumbered:" A reduction in the available capacity resulting from issuance of a capacity reservation certificate or that portion of the available capacity.
9. "Capacity Evaluation:" The evaluation by the Director based on adopted LOS standards to ensure that public facilities and services needed to support development are available concurrent with the impacts of such development, as defined in chapter 19.10 or chapter 19.12 GHMC.

10. "Capacity Reservation Certificate:" (preliminary "PCRC") means a determination made by the Director that (1) a proposed development activity or development phase will be concurrent with the applicable facilities at the time the PCRC is issued; and (2) the Director has reserved road capacity for an application for a period of 120 days or until the City makes a final decision on the underlying permit or approval, whichever is later, as long as the applicant submits a completed application within 120 days of receiving the PCRC.

11. "Capacity Reservation Certificate:" (final "FCRC") means a capacity reservation certificate that allows a developer to reserve road facility capacity for one, two or three years.

12. "Capital Facilities:" The facilities or improvements included in a capital facilities plan.

13. "Capital Facilities Plan:" The capital facilities plan element of the City's comprehensive plan adopted pursuant to Chapter 36.70A RCW and RCW 36.70A.070, and any amendments to the plan.

14. "Change of Use:" For the purposes of this Title, any change, redevelopment or modification of use of an existing building or site, which meets the definition of "Development Activity" herein.

15. "City:" The City of Gig Harbor, Washington.

16. "Comprehensive land use plan" or "comprehensive plan:" A generalized coordinated land use policy statement of the City Council, adopted pursuant to Chapter 36.70A RCW.

17. "Concurrent with Development:" means that strategies or improvements are in place at the time of development or that a financial commitment is in place to complete the improvements or strategies within six (6) years. See RCW 36.70A.090(6).

18. "Council:" the City Council of the City of Gig Harbor.

19. "County:" Pierce County, Washington.

20. "Dedication:" Conveyance of land to the City for public facility purposes by deed, other instrument of conveyance or by dedication, on a duly filed and recorded plat or short plat.

21. "Demand management strategies:" Strategies aimed at changing travel behavior rather than at expanding or improving the transportation network to meet travel demand. Such strategies can include the promotion of work hour changes, ride-sharing options, parking policies and telecommuting.

22. "Department:" The Public Works Department of the City of Gig Harbor.
23. "Developer:" Any person or entity who makes application or receives a development permit or approval for any development activity as defined herein.
24. "Development Activity" or "Development:" Any construction or expansion of a building, structure, or use; any change in the use of a building or structure, or any changes in the use of the land that creates additional demand for public facilities (such as a change which results in an increase in the number of vehicle trips to and from the property, building or structure) and requires a development permit from the City.
25. "Development Agreement:" The agreements authorized in RCW 36.70B.210 and Concurrency Resolution Agreements, as described in chapter 19.10 of the Gig Harbor Municipal Code Sections.
26. "Development Permit" or "project permit:" Any land use permit required by the City for a project action, including but not limited to: building permits, subdivisions, short plats, binding site plans, planned unit developments, conditional use, shoreline substantial developments, site plan review, or site specific rezones, and, for purposes of the City's Concurrency Ordinance, shall include applications for amendments to the City's comprehensive plan which request an increase in the extent or density of development on the subject property.
27. "Director:" The Director of the Gig Harbor Public Works Department or his/her authorized designee.
28. "Existing Use:" Development which physically exists or for which the owner holds a valid building permit as of the effective date of this ordinance.
29. "Encumbered:" To reserve, set aside or otherwise earmark the impact fees in order to pay for commitments, contractual obligations or other liabilities incurred for public facilities.
30. "Fair Market Value:" The price in terms of money that a property will bring in a competitive and open market under all conditions of a fair sale, the buyer and seller each being prudently knowledgeable, and assuming the price is not affected by undue stimulus, measured at the time of the dedication to the City.
31. "Feepayer:" A person, corporation, partnership, an incorporated association, or department or bureau of any governmental entity, or any other similar entity, commencing a land development activity. "Feepayer" includes an applicant for an impact fee credit.

## DEFINITIONS

Rev. February 17, 1999

32. "Financial commitment:" Those sources of public or private funds or combinations thereof that have been identified as sufficient to finance public facilities necessary to support development and that there is reasonable assurance that such funds will be timely put to that end.

33. "Growth-Related:" A Development Activity as defined herein that increases the level of service of a public facility.

34. "Impact Fee:" The amount of money determined necessary by the City and imposed upon new development activity as a condition of development approval or permitting to pay for public facilities needed to serve new growth and development, and that is reasonably related to the new development that creates the additional demand and need for public facilities proportionate to the development's share of the cost of the public facilities and that is used for facilities that reasonably benefit the new development. "Impact fee" does not include a reasonable permit or application fee.

35. "Impact Fee Account(s)" or "Account(s):" The account(s) established for each type of public facilities for which impact fees are collected. The Accounts shall be established pursuant to Section 8 of this title, and comply with the requirements of RCW 82.02.070.

36. "Impact Fee Schedule:" The table of impact fees per unit of development, which is to be used by the Director in computing impact fees

37. "Interest:" The interest rate earned by the City for the impact fee account, if not otherwise defined.

38. "Interlocal Agreement" or "Agreement:" The transportation impact fee interlocal agreement by and between the City and the County, and the transportation impact fee interlocal agreement by and between the City and the State concerning the collection and allocation of road impact fees as authorized in Sections 4 and 5 herein, or any other interlocal agreement entered by and between the City and another municipality, public agency or governmental body to implement the provisions of this title.

39. "Level of Service" or "LOS:" An established minimum functional level of public facilities that must be provided per unit of demand or other appropriate measure of need.

40. "Owner:" The owner of record of real property, although when real property is being purchased under a real estate contract, the purchaser shall be considered the owner of the real property if the contract is recorded.

41. "Previous Use:" (a) The use existing on the site when a capacity evaluation is sought; or (b) The most recent use on the site, within the five (5) year period prior to the date of application.

#### DEFINITIONS

Rev. February 17, 1999



42. "Project:" A System Improvement, selected by the Gig Harbor City Council for joint private and public funding pursuant to this ordinance and which appears on the Project List.

43. "Project Improvements:" Site improvements and facilities that are planned and designed to provide service for a particular development or users of the project, and are not system improvements. No improvement or facility included in a capital facilities plan approved by the Council shall be considered a project improvement.

44. "Project List:" The list of Projects described in the City's annual and 6-Year Capital Improvement Program and as developed pursuant to the City's impact fee ordinance.

45. "Proportionate Share:" That portion of the cost of public facility improvements that are reasonably related to demands and needs of new development.

46. "Road:" A right-of-way which affords the principal means of access to abutting property, including an avenue, place, way, drive, lane, boulevard, highway, street, and other thoroughfare, except an alley.

47. "Road facilities:" Includes public facilities related to land transportation.

48. "Semi-Annual Capacity Availability Report:" The report prepared on or by February 1 and September 1 of each year for the previous six (6) month period to include capacity used and projected capacity demand for the next six (6) month period, indicating available and projected capacity for each public facility, and identifying those programmed capital improvements for each public facility that will correct deficiencies or improve level of service standards, summary of development activity, and recommendations.

49. "Service Area:" A geographic area defined by the City or interlocal agreement, in which a defined set of public facilities provide service to development in the area.

50. "State:" The State of Washington.

51. "Subdivision:" All subdivisions as defined in Gig Harbor Municipal Code Title 16, and all short subdivisions as defined in Title 16, which are subject to SEPA, Chapter 42.21C RCW and the Gig Harbor SEPA Ordinance, Title 18.

52. "System Improvements:" Public facilities that are included in Gig Harbor's capital facilities plan and are designed to provide service to areas within the City and community at large, in contrast to Project or On-site Improvements.

53. "Traffic Analysis Zone:" The minimum geographic unit used for traffic analysis .

54. "Transportation Primary Impact Area:" A geographically determined area that delineates the impacted area of a deficient roadway link.

55. "Transportation level of service standards:" Aa measure which describes the operational condition of the travel stream and acceptable adequacy requirement.

56. "Transportation Management Area:" A geographically determined area that contains compact urban development patterns where a dense roadway network and extensive mass transit services are in place. The performance of these areas shall be based on the percentage of lane miles meeting the adopted LOS standards as described in this Ordinance.

57. "Traffic Demand Model:" Describes the simulation through computer modeling of vehicle trip ends assigned on the roadway network.

58. "Trip Allocation Program:" The program established to meter trip ends to new development annually by Service Area and traffic analysis zone to ensure that the City is maintaining adopted LOS standards.

59. "Trip End:" A single or one-directional vehicle movement.

60. "Unit" or "Dwelling Unit:" A dwelling unit as defined in Gig Harbor Municipal Code Section 17.04.320.

**Section 2. Severability.** If any portion, sentence or clause of this ordinance is found by a court of competent jurisdiction to be invalid or unenforceable for any reason, such finding shall not affect the validity or enforceability of any other portion, sentence or clause.

**Section 3. Effective Date.** This ordinance shall be in full force and effect five (5) days after its passage and publication of a summary, as required by law.

APPROVED:

\_\_\_\_\_  
Mayor Gretchen A. Wilbert

**ATTEST/AUTHENTICATED:**

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

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carol A. Morris, City Attorney

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





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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEVE BOWMAN, BUILDING OFFICIAL/FIRE MARSHAL**  
**DATE: FEBRUARY 18, 1999**  
**SUBJECT: BUILDING CODE ADVISORY BOARD MEMBERS (BCAB)**  
**TERM OF OFFICE AND ATTACHED RESOLUTION**

#### **INTRODUCTION/BACKGROUND**

The attached resolution is submitted for your consideration. The terms of office for two BCAB members (Mr. Charles Hunter and Mr. Al Mitchell, PE) have expired. Mr. Charles Hunter has volunteered to serve on the BCAB for another one year term (ending December 31, 1999). Mr. Al Mitchell, PE has volunteered to serve on the BCAB for another one year term (ending December 31, 1999). Mayor Wilbert has reviewed the slate of officers and is hereby recommending their appointment for the terms herein stated.

#### **RECOMMENDATION**

The resolution be adopted as amended by the Gig Harbor City Council.

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

WHEREAS, the Gig Harbor City Council on December 7, 1987 adopted Ordinance #526 which established the Building Code Advisory Board; and

WHEREAS, the Gig Harbor City Council on September 27, 1993 adopted Ordinance #649 which modified Ordinance #526; and

WHEREAS, the Gig Harbor City Council has adopted in Ordinances #526 & 649 guidelines for the appointment of Building Code Advisory Board members; and,

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Gig Harbor, Washington:

The following persons shall serve as members of the Building Code Advisory Board for the designated term beginning on January 1, 1999:

Mr. Charles Hunter (General Contractor)..... one year term

Mr. Al Mitchell, PE, (Engineer)..... one year term

PASSED this \_\_\_\_\_ day of February, 1999.

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor

ATTEST:

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

Filed with city clerk: 2/12/99

Passed by city council:



City of Gig Harbor. The "Maritime City"

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

# BUILDING CODE ADVISORY BOARD

						TOM BATES, AIA (2001) LAWRENCE RISING & BATES ARCHITECTS 1145 BROADWAY PLAZA SUITE 1200 TACOMA, WA 98402-3519 ph (253) 627-5599
						KEN BRAATEN (2000) BRAATEN CONSTRUCTION 3913-53rd ST. CT. NW GIG HARBOR, WA 98335 pgr (253) 798-5240 fax (253) 851-6670 ph (253) 851-6303
						CHARLES HUNTER CHAIRMAN (2000) HUNTER CONSTRUCTION INC. P.O. BOX 410 GIG HARBOR, WA 98335 ph (253) 851-3329
						AL MITCHELL, P.E. (2000) MITCHELL & ASSOCIATES ENGINEERS 3633 PACIFIC AVE. SUITE 203 BURLINGTON N. CREDIT UNION TACOMA, WA 98408 ph (253) 472-5406
						KENNETH SNODGRASS, AIA VICE CHAIRMAN (2000) SNODGRASS FREEMAN ASSOCIATES, AIA 7700 PIONEER WAY, SUITE 200 GIG HARBOR, WA 98335 ph (253) 851-8383
						JIM ZUSY, P.E. (2001) ABAM ENGINEERS 7420 FORD DR. NW GIG HARBOR, WA 98335 ph (253) 952-6100







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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH** *DR*  
**DATE: FEBRUARY 16, 1999**  
**SUBJECT: SPECIAL BENEFITS ANALYSIS**

### **INTRODUCTION**

This is a contract for a preliminary special benefit/proportionate assessment study and preparation of a report summarizing the findings thereof. This report will consider physical and economic characteristics of each affected parcel.

A base study, consisting of the assemblage of pertinent market data and investigation of the environmental, economic, governmental and social forces influencing the subject area. Consideration will be given to current zoning, land use trends, building improvements, wetland areas, highest and best use and other factors influencing market value for each property type or ownership, without and with the amenity of the road improvement project.

The increase in probable market value adhering to each parcel due to the LID project is the measure of special benefit.

This study is prudent to ensure that:

- a. Each recommended assessment is equal or less than the special benefit accruing to that particular parcel.
- b. Each recommended assessment is fair and in proportion to the special benefit derived by that parcel and all other parcels due to the LID project.

### **FINANCIAL**

The total contract for this study is expected to be \$47,400 and will be included in the LID.

### **RECOMMENDATION**

Staff recommends approval of this contract.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
MACAULAY & ASSOCIATES, LTD.,**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and MACAULAY & ASSOCIATES, LTD., organized as a limited partnership under the laws of the State of Washington, located and doing business at 2927 Colby Avenue, suite 100, Everett, Washington 98201, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the formation of a Local Improvement District (LID) to complete the East-West Roadway 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, 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:

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty seven thousand four hundred dollars and no cents (\$47,400) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in Exhibit B. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15)

days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 90 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. 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. Such notice may be delivered to the Consultant in person or by certified mail.

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 sub-contractors, 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

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

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. 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 in this Agreement or such other address as may be hereafter specified in writing.

#### **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 \_\_\_\_\_, 19\_\_.

THE CITY OF Gig Harbor

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

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

Notices to be sent to:

CONSULTANT  
Charles R. Macaulay, MAI  
Macaulay & Associates, Ltd.  
2927 Colby Avenue, Suite 100  
Everett, WA 98201

Mr. David Rodenbach  
Finance Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

EXHIBIT A  
SPECIAL BENEFIT/PROPORTIONATE ASSESSMENT STUDY  
SCOPE OF WORK

1. **Subject Area to be Studied:** The real estate to be studied is roughly defined as between SR 16 and Peacock Road, south of the Canterwood development. The preliminary special benefit study will analyze each specially benefited property within the LID boundary.
2. **Objective of the Assignment:** The objective of the study is to estimate the total special benefit for each property within the LID boundary area resulting from construction of the proposed new road. For the purposes of this Contract, the special benefit study is defined as follows: A study and analysis utilizing limited assignment appraisal techniques on a mass appraisal basis, which result in a conclusion of the special benefit to each assessable parcel within the Local Improvement District due to the influence of the LID project.
3. **Special Instructions and Limits of Assignment:** Special instructions as to the work to be performed, special instructions as to the nature of the report to be prepared, reasonable hypothetical conditions or assumptions to be considered, and limits on the scope of the assignment are as follows:
  - A. The valuation conclusion pertaining to the total special benefit range will be on a limited assignment appraisal basis.
  - B. The consultant is to assume that the overall LID project will be constructed within a reasonable length of time.
  - C. The consultant is to assume that the intensity of land use and zoning that will be permitted for development of the area lying within the LID boundaries is as shown by maps provided by the client and as mutually agreed upon between the consultant and client.
  - D. The consultant will utilize design plans, right-of-way and boundary maps supplied by the city in providing a narrative discussion and conclusion of the basis of the special benefits to each parcel as a result of the project.
  - E. Supporting data will not be included; however, it will be maintained in the consultant's file.
4. **Scope of Report:** The work described herein will result in a preliminary formation special benefit study report which documents the LID project feasibility, outlines the recommended LID boundary and provides a narrative summary of the study and tabulation of recommended assessments for all assessable parcels specially benefited by the project. A reasonable

number of copies of the summary report outlining each properties' special benefit amount and recommended assessment amount will be provided.

5. Standards of Performance: Consultant agrees to exercise independent judgment and to complete the assignment in accordance with the Code of Professional Ethics of the Appraisal Institute and the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation.
6. Time for Performance: Consultant agrees to use best efforts to complete the assignment within 90 days of authorization to proceed. Client recognizes that said date is the consultant's best estimate of the completion time and is not a guarantee of completion by said date.

**EXHIBIT B  
STAFF AND BILLING RATES**

Based on the scope of work, as described in Exhibit A, the time and fee estimate is summarized below:

Appraiser	Task	Est. Hours	Hourly Rate	Total
Charles R. Macaulay, MAI	Project overview, meetings/consultation & analysis review, property inspections, report preparation and review.	120	\$150	\$18,000
Steven Lodge	Analysis/report preparation assistance, meetings/consultation & property inspection.	220	\$90	\$19,800
Yvonne Alexander-Smith	Project coordination, spread sheet compilation, property data review, report editing.	80	\$70	\$5,100
Research Assistant	Market research	80	\$50	\$5,000
<b>Total Proposed Fee</b>				<b>\$47,400</b>



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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH** *DR*  
**DATE: FEBRUARY 16, 1999**  
**SUBJECT: RESOLUTION TO FORM A LOCAL IMPROVEMENT DISTRICT FOR  
THE CONSTRUCTION OF THE EAST-WEST ROAD**

### **INTRODUCTION**

This resolution declares the intent of the City Council to form a local improvement district (LID) for construction of the East-West Road, and sets a date for the formation hearing.

The Gig Harbor North property owners signed a pre-annexation agreement in which they relinquished their right to oppose a LID for construction of Phase 2 improvements to the East-West Road. The construction of a roundabout effectively adds Phase 2 capacity to the road, therefore the imposition of the LID is merely occurring sooner than contemplated in the pre-annexation agreement.

### **FINANCIAL**

Road design and construction costs in excess of the City and Pierce County combined commitment of \$1.6 million will be funded through the LID. At this time those costs are estimated to be \$1.7 million.

The City has applied for a \$1.7 million grant for this project. If the grant is awarded at an amount that will cover the costs in excess of the City/County commitment, the LID will supplement the grant funding as necessary. The results of the grant application are expected in May. The LID is proposed as a safety net to ensure that a lack of funding does not hold up the project.

### **RECOMMENDATION**

Staff recommends passage of this resolution.

## RESOLUTION NO.

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DECLARING THE INTENTION OF THE COUNCIL TO ORDER THE FORMATION OF A LOCAL IMPROVEMENT DISTRICT FOR THE CONSTRUCTION AND INSTALLATION OF IMPROVEMENTS WITHIN THE BOUNDARIES OF SAID PROPOSED LOCAL IMPROVEMENT DISTRICT; SETTING FORTH THE NATURE AND TERRITORIAL EXTENT OF SUCH PROPOSED IMPROVEMENTS; DESCRIBING THE BOUNDARIES THEREOF; AND FIXING A DATE, TIME AND PLACE FOR A PUBLIC HEARING ON THE FORMATION OF THE PROPOSED LOCAL DISTRICT.**

WHEREAS, the City Council of the City of Gig Harbor, Washington (herein referred to as the "City"), has determined that it is necessary to provide for additions and betterments to a portion of the system of streets for the City in the Gig Harbor North area of the City; and

WHEREAS, the City now desires to proceed with the carrying out of said improvements and to establish a local improvement district in connection therewith;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, as follows:

Section 1. It is the intention of the Council to order the improvement of the area shown on Exhibit A attached hereto and incorporated herein by this reference, by the acquisition, design, construction and installation of the following improvements:

Phase 1 will construct a single lane roundabout intersection connecting the proposed East – West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route 16. The remainder of the Phase 1 project will provide two travel lanes, storm drainage improvements (incl. Stormwater detention and water quality facilities), and curb, gutter, planter strips, and a sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. Additional improvements include wetland mitigation, and provisions for lighting and underground utilities. Anticipated features for the Phase 2 fully developed street section include a landscaped median with left-turn pockets, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter and sidewalk on each side.

Section 2. The City shall acquire by gift, purchase, franchise, lease or condemnation all property, both real and personal, or any interest therein and all rights-of-way, franchises, permits and easements which may be found necessary to acquire, construct, and install the above-described improvements.

Section 3. It is hereby further provided that the hereinbefore authorized plan of improvements shall be subject to such changes as to details of said plan, not affecting the service to be provided by the plan of improvements, as shall be authorized by the Council either prior to or during the actual course of construction.

Section 4. The cost of improvements described in Section 1 and costs of interim notes and bonds shall be assessed against the property specifically benefited by such improvements, on the basis of the amount of the special benefits to such property. The assessments shall be for the sole purpose of payment into such local improvement district bond fund as may be specified by the City Council for the payment of local improvement district bonds to be issued in part to defray the costs of such improvements.

Section 5. All persons who may desire to object to such improvements and the formation of a local improvement district are hereby notified to appear and present such objections at the meeting of the City Council to be held in the Council Chambers of the City Hall at Gig Harbor, Washington, at 3105 Judson Street on March 22, 1999, which time and place are hereby fixed for hearing all matters relating to said proposed improvements and all objections thereto and for determining the method of payment of said improvements. The City Clerk is hereby directed to give notice of said hearing by publication of this resolution in at least two consecutive issues of a newspaper of general circulation within the proposed improvement district, with the date of the first publication to be at least 15 days prior to the date of said hearing, and to mail a notice of such hearing setting forth the nature of the proposed improvements, the total estimated cost, the estimated benefits of improvements to the particular lot, tract or parcel of land, the time and date of said hearing, at least 15 days before the date thereof, to each owner or reputed owner of any lot, tract, parcel of land, or other property specially benefited by said improvements, at the address shown on the tax rolls of the County Assessor.

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

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

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

## **EXHIBIT A**

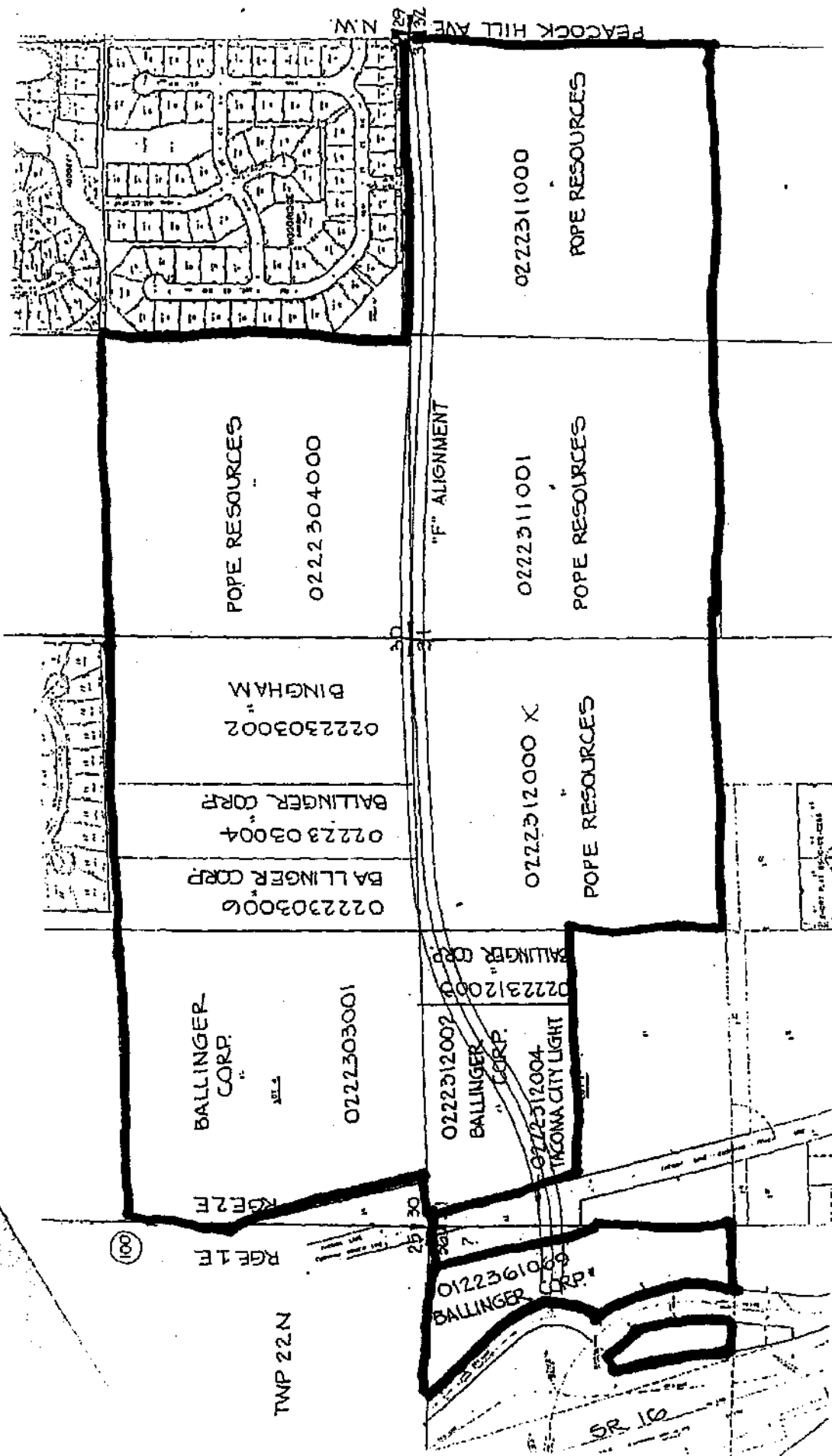
### **LEGAL DESCRIPTION FOR PROPOSED LID:**

The North Half of the Northeast Quarter; the East Quarter, and the North Half of the Northwest Quarter of Section 31.

The Southwest Quarter of the Southeast Quarter; the South Half of the Southwest Quarter; the South Half of the Southwest Quarter of Section 30. All within Township 22 North, Range 2 East, WM, Pierce County.

The Northeast Quarter of Section 36 within Township 22 North, Range 2 East, WM, Pierce County.





PEACOCK HILL AVE N.W.

POPE RESOURCES  
0222304000

0222311000  
POPE RESOURCES

"F" ALIGNMENT  
0222311001  
POPE RESOURCES

BALLINGER CORP.  
0222303006  
BALLINGER CORP.  
0222303004  
BALLINGER CORP.  
0222303002  
BINGHAM

0222312000 X  
POPE RESOURCES

BALLINGER CORP.  
0222303001

BALLINGER CORP.  
0222312000  
BALLINGER CORP.  
0222312002  
BALLINGER CORP.  
0222312004  
INDIANA CITY LIGHT

RANGE 1E  
RANGE 2E

TWP 22N

BALLINGER CORP.  
02223195210

SR 16

"F" ALIGNMENT

## EXHIBIT B

### NOTICE OF ADOPTION OF RESOLUTION OF INTENTION TO CREATE AND NOTICE OF HEARING ON CREATION OF LOCAL IMPROVEMENT DISTRICT

YOU ARE NOTIFIED that on February 22, 1999, the City Council of Gig Harbor, Washington (the "District"), adopted Resolution No. \_\_\_\_\_ declaring its intention to create a local improvement district ("LID") and to order the construction of certain improvements within said LID. The boundaries of the pro-posed LID are as set forth in that resolution.

The proposed improvements consist of the following:

Phase 1 will construct a single lane roundabout intersection connecting the proposed East – West Road, Canterwood Boulevard, Burnham Drive, the northbound ramps to and from State Route 16. The remainder of the Phase 1 project will provide two travel lanes, storm drainage improvements (incl. Stormwater detention and water quality facilities), and curb, gutter, planter strips, and a sidewalk on the south side extending east from the roundabout to Peacock Hill Avenue. Additional improvements include wetland mitigation, and provisions for lighting and underground utilities. Anticipated features for the Phase 2 fully developed street section include a landscaped median with left-turn pockets, architectural lighting, water, sanitary sewer, storm sewer, and a bicycle lane, curb, gutter and sidewalk on each side.

The estimated cost of these improvements, and other expenses in connection with the improvements, is \$2,800,000, of which 43 % shall be paid by special assessments levied against the property within the proposed LID specifically benefited by the proposed improvements. Actual assessments may vary from assessment estimates so long as they do not exceed a figure equal to the increased true and fair value the improvement adds to the property.

You are notified that a meeting of the City Council will be held at City Hall, City Council Chambers, 3105 Judson Street, Gig Harbor, at 7:00 p.m., on March 22, 1999, which time and place are fixed for hearing all matters relating to such formation and improvements and for determining the method of payment thereof. Persons desiring to object to the improvements and the formation of the proposed LID may appear at the hearing to state their views.

The estimated amount of the cost and expense of such improvements to be borne by and assessed against the described lot, tract or parcel of land located in Gig Harbor, Washington, of which you are the owner or reputed owner as shown on the tax rolls of the Pierce County Assessor, is as stated below.

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

Name of Owner:

Legal Description of Property:

Estimated Amount of Assessment  
Against the Foregoing Property:

CLERK'S CERTIFICATE

[CITY SEAL)

I, the undersigned, the duly chosen, qualified and acting clerk of, Washington (the "City"), and keeper of the records of the City Council (the "Council") DO HEREBY CERTIFY:

1. That the attached is a true and correct copy of Resolution No. (the "Resolution") of the Council as finally adopted at a meeting of the Council held on the 22 day of February, 1999, and duly recorded in my office.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a quorum was present throughout the meeting and a legally sufficient number of members of the Council voted in the proper manner for the adoption of the Resolution; that all other requirements and proceedings incident to the proper adoption of the Resolution have been duly fulfilled, carried out and otherwise observed, and that I am authorized to execute this Certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_ day of February, 1999.

---

City Clerk





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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: PLANNING-BUILDING DEPT., RAY GILMORE**  
**SUBJECT: CLOSED RECORD APPEAL - APPEAL OF HEARING EXAMINER**  
**DECISION, SDP97-07 (ANCICH-TARABOCHIA)**  
**DATE: FEBRUARY 17, 1999**

### **BACKGROUND/INTRODUCTION**

Mrs. Rose Tarabochia applied for a shoreline management substantial development permit to authorize the placement of moorage floats added over the past 20 years without benefit of a shoreline management substantial development permit. This includes the use of a barge with a building constructed on it used as a floating maintenance shed, the provision of moorage for non-commercial fishing craft, and provision of off-street parking to accommodate the numbers and types of vessels moored at the facility and the uses on the site. A detail background and analysis of the project can be found in the Planning Department staff report to the Hearing Examiner, which is attached.

A public hearing was conducted on the application by the Gig Harbor Hearing Examiner on October 21, 1998. Based upon testimony received, the hearing was continued to December 16 to allow sufficient time for the applicant to prepare and submit exhibits as requested by the Hearing Examiner. On December 28, 1998, the Hearing Examiner issued a decision approving the application, subject to conditions. Mr. Robert Frisbie, a party of record in this matter, submitted a timely and proper appeal of the decision on January 11, 1999. Mr. Frisbie's appeal and supporting documents are attached.

### **POLICY ISSUES**

Respective to Chapter 19.06 GHMC, an appeal of the Hearing Examiner's decision is a closed record appeal, based upon the record established by the Hearing Examiner. No new testimony or exhibits may be presented at a closed record appeal. Staff has reviewed Mr. Frisbie's documents and, with one exception, finds that these are based upon the record established by the Hearing Examiner at the October 21 and December 16 hearings.

Mr. Frisbie is requesting that the Council modify the Examiner's decision as follows:

1. Provide specific dimensions clearly identifying the distance from existing pilings to the westerly and easterly side lines as well as the distance from the existing piling to the outer harbor line. NOTE: The exhibit presented by Mr. Frisbie ("AA") with his appeal was not an exhibit presented to the Hearing Examiner. This exhibit has been removed. The council may rely on the exhibit (Exhibit "B", Ancich-Tarabochia Dock) Mr. Frisbie submitted to the Hearing Examiner. A copy is attached and the full size copy of the exhibit will be available at the Council meeting.

2. Amend the two year time provision of the Examiner to 30 calendar days to bring the development into compliance with the provision of the permit so issued by the Examiner.

Respective to item 1, the applicant submitted a site plan which conforms to the minimum application requirements for a shoreline management permit. The applicant will need to obtain a DNR lease agreement, which will include the required survey. The information requested by Mr. Frisbie could be incorporated onto the survey which would be submitted to the DNR. At this time, it is not known what the final lease land configuration would consist of.

Respective to item 2, staff believes that a two-year time allowance is reasonable as it is based upon the State SMA requirement that "substantial progress" commence on a project within two years of permit issuance. The two year time limit also follows previous practice by the City in similar situations. The shoreline management act allows up to five years for the completion of a project.

One other issue not addressed in the appeal but of concern to the staff is the Hearing Examiner's time limit for compliance in the removal of the house barge moored at the facility. The Hearing Examiner ruled that the house barge must be removed by no later than January 15, 1999. Due to the pendency of the appeal, any conditions of enforcement action by the city is stayed until the appeal is resolved. The applicant's attorney issued a notice, dated December 9, 1998, to Mr. Gaimster to vacate the premise by February 15, 1999. The Council may address this issue at the appeal proceeding to determine the date that compliance should commence.

#### **FISCAL IMPACT**

There is no fiscal impact to the City of Gig Harbor from the proposal.

#### **RECOMMENDATION**

Upon completion of the Council's deliberation on the appeal, staff will prepare the appropriate resolution for adoption at the next Council meeting.

January 4, 1999

Robert G. Frisbie  
9720 Woodworth Ave  
Gig Harbor, WA 98332  
Phone: 253-851-7233  
Pager: 888-360-4897

City of Gig Harbor  
3125 Judson Street  
Gig Harbor, WA 98335

**RECEIVED**  
CITY OF GIG HARBOR

**JAN 11 1999**

PLANNING AND BUILDING  
SERVICES

Subject: Shoreline Application – Ancich & Tarabochia SDP 97-07  
Appeal of Hearings Examiner Decision Dated December 28, 1998

Dear Sir:

Please consider this letter to be my appeal of the subject decision. My contact name, address and phone numbers are identified above.

I am a party of record which provides me with standing to appeal the subject decision.

**Description of Appeal:**

1. The stamped surveyor's drawing needs specific dimensions added clearly identifying the distance from existing piling to the westerly and easterly lease side lines as well as the distance from existing piling to the Outer Harbor Line. Refer to Exhibit "AA" enclosed.
2. Appeal of the Item 4, "two year" provision of the Hearing Examiner's Decision. Refer to Exhibit "AB" enclosed.

**Grounds/Facts For Appeal**

1. Dimensions added to the stamped surveyor's drawing.
  - a. The applicants have made a stamped surveyor's drawing a part of the record for the subject application.
  - b. The stamped drawing clearing shows the existing piling on the property.
  - c. In order to determine the westerly and easterly property and/or lease lines for the applicants, anyone using the drawing would need to scale the distance between the existing piling and the subject sidelines.
  - d. Scaling of a drawing forces one to utilize a allowance to allow for drawing line widths
  - e. The Licensed Surveyor who produced the drawing for the applicants certainly has the specific data in his possession that would allow him to add the dimensions requested in this appeal. This is required within the RCW regulating the surveyor.
  - f. The applicant's existing permit became valid in 1977. By admission of the applicant's attorney during public testimony, the applicants have failed to comply with all of the provisions of this 1977 permit.

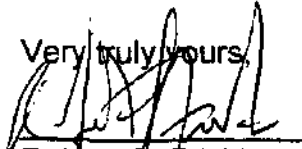
- g. Specific dimensions added to the surveyor's drawing will allow the City's building official to easily determine with a \$12.00 tape measure compliance with the new permit.
    - h. The applicant's attorney during his public testimony, refer to the Hearing Examiner's Decision, page 2 second bullet from the bottom of the page which reads, "He would propose that the applicant provide data points and that everything be measured from the data points." The applicants clearly support the addition of these dimensions. Refer to Exhibit "AC" enclosed.
2. The Hearing Examiner's decision allows the applicants a two year grace period to produce qualified parking.
  - a. By admission of the applicant's attorney during public testimony, the applicants have failed to comply with all of the provisions of their 1977 Shoreline Permit.
  - b. The Corps of Engineers and the City and the DNR and the WSDOE files all confirm the statements made by the applicant's attorney under 2a above. All of these files are referenced and submitted as a part of my comments and the comments of others relative to this permit application.
  - c. The Shoreline Master Program, Section 3.13 Parking, Regulations, Item 9 reads, "Parking may be provided on lease property, so long as the owner of the moorage facility files a covenant between the property owner/applicant and the moorage facility owner to the City, **providing that the portioned share of the facility shall cease to be used at such time as some or all of the leased parking is lost or no longer available for use by the moorage facility.** The covenant shall run with the land and be filed with the Pierce County Auditor." This provision of the SMP allows no grace period and it specifically states that the loss of parking to support a share of the facility shall cease to be used at such time as some or all of the leased parking is lost or no longer is available.

### Relief Sought

1. Add dimensions to the licensed, wet stamped and recorded surveyor's drawing from existing piling to the easterly, westerly and Outer Harbor Lines. In light of the applicant's support for this provision noted above, we believe it may have been inadvertently omitted from the Hearings Examiner's decision.
2. Modify the permit to read that the applicants have 30 calendar days to bring the permit into compliance after the permit becomes valid. This appears reasonable in light of the fact that the applicants have been in continuous violation of their existing permit since 1977. Two additional years to obtain compliance without a monetary penalty is inconsistent with the SMP and earlier enforcement actions by the City such as the Ellsworth/Thornhill settlement.

I have read this appeal and believe the contents to be true and correct.

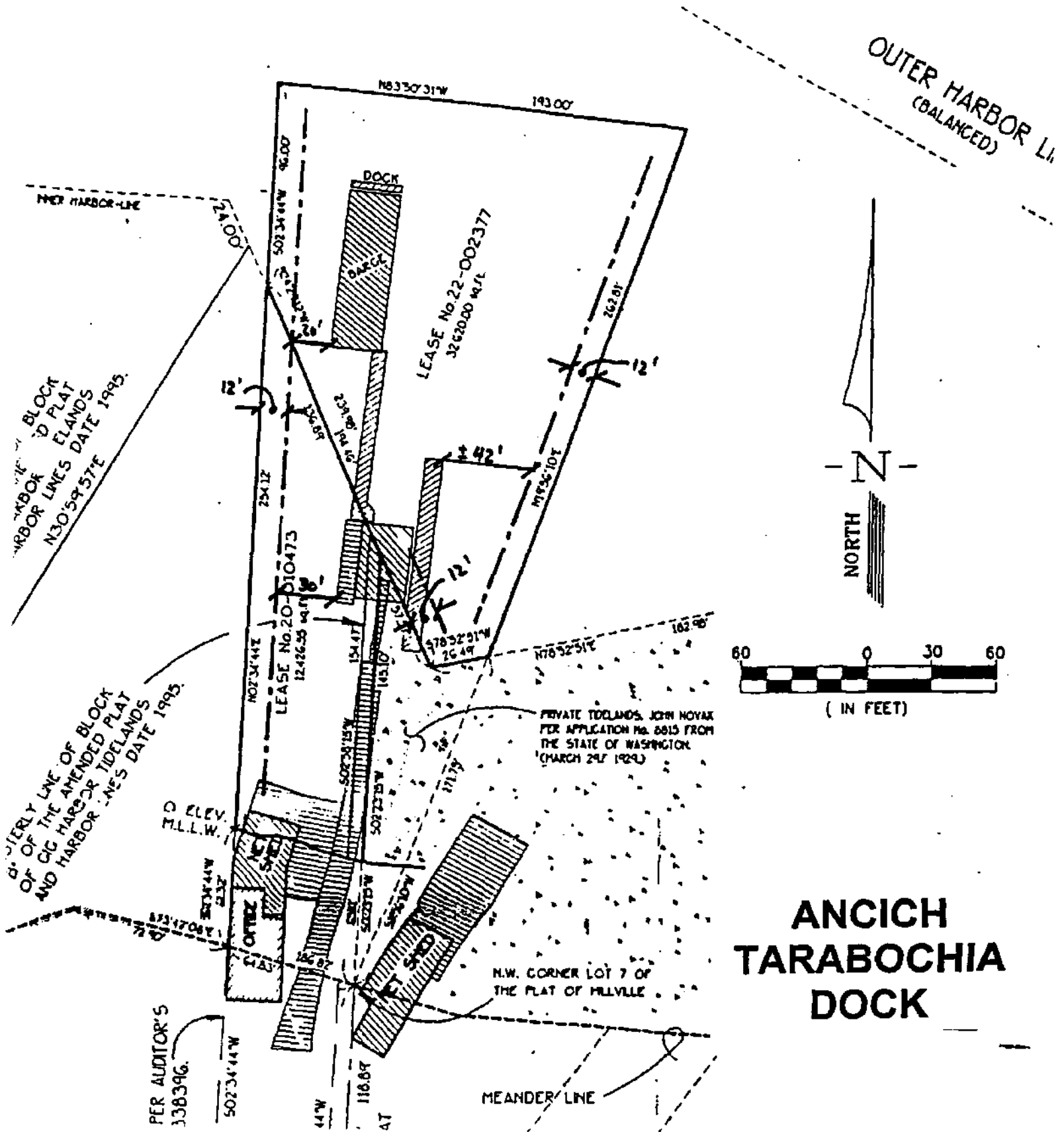
Very truly yours,

  
Robert G. Frisbie



# EXHIBIT B

NOTE: This drawing is a blowup of a survey by Kenneth W. Van Cleave for the applicants which has yet to be recorded. License No. 12399. Dwg date 9/96 and date of this blowup, 10/3/98.



## ANCICH TARABOCHIA DOCK

4. If approved as conditioned below, it is believed the proposal will comply with the provisions of the Shoreline Master Program and the Gig Harbor Municipal Code.

**B. DECISION:**

Based upon the foregoing findings of fact and conclusions, the requested Shoreline Substantial Development is approved, subject to the following conditions:

The terms of this shoreline permit shall be effective immediately upon notice of the date of filing with the Department of Ecology. Within two years of the date of filing of this permit with the Department of Ecology, the applicant shall accomplish the following:

1. The applicant shall submit a complete application for a building permit for all improvements subject of this shoreline permit application within 120 days of the Department of Ecology's date of filing of the shoreline permit. The building permit application shall include all requirements for demonstrating compliance with the Uniform Fire Code and include a detailed off-street parking plan meeting all applicable city code requirements. Along with the application for a building permit the applicant shall submit a complete site plan which complies with the provisions of Section 4.07.A of the City of Gig Harbor Shoreline Master Program.
2. The use of the barge on the site for boat repair shall cease upon completion of the repairs of the boat currently being worked on, and in no case shall barge be used for boat repairs beyond January 31, 1999.
3. The off-street parking plan shall provide a minimum of eleven (11) parking spaces meeting the requirements of §17.72 GHMC and shall meet the City of Gig Harbor Uniform Fire Code for access provisions. These parking spaces are to be clearly delineated on the site(s).
4. Required off-street parking shall be made available on the site or within 400 feet of the site. An agreement for shared parking shall be for a minimum term of ten years and shall be filed as a covenant running with the land where the parking is located. If off-street parking within 400 feet of the property is to be provided, the parking agreement must be filed with the City within the two year time period specified for the shoreline management permit.
5. If the required off-street parking cannot or is not provided, as required, the applicant must reduce the number of uses or boats moored at the facility to meet the parking requirements.
6. The applicant shall provide verification of compliance with applicable state licenses and permits including HPA approval and DNR lease approval.

**Exhibit "AB"**

## From the Applicant:

Mark Anderson, Attorney for the Applicant, said the applicants realize they need to come up to speed and will comply with the conditions recommended by staff. He also said:

- The applicants want to maintain floats for moorage and a barge for storage and moorage, not a boat repair on the property.
- Relative to the concerns expressed by DOE:
  - Concerns over creosote apply to improvements to be made in the future, however, nothing is planned to be built at this time.
  - Concerns over the floating maintenance shed will be addressed as the applicants plan to phase out boat repairs.
- Relative to the issues with DNR:
  - The applicant is trying to resolve the lease issue and expects to resolve it within several months.
  - The property lines shown are based on an older survey. According to re-surveys the floats may have strayed onto other properties.
  - The house barge and over water residential uses will be eliminated, and the applicant has asked the owner of the house barge to remove the house barge from the marina by January 15, 1999.
- Relative to concerns expressed by Richard Allen:
  - The applicant will try to satisfy all of Mr. Allen's concerns.
  - All administrative requirements will be met.
  - It is acknowledged that uses are tied to available parking and the curtailing of the use of the boat repair facility and the house barge will help with parking.
- Relative to concerns expressed by the Fire Marshall:
  - Fire safety issues will be resolved.
  - The survey map doesn't include improvements to the property.
  - The office which exists on the property has been there for the past nine years and has just one employee. No additional employees are expected.
  - The survey drawing shows 12 setbacks.
  - He would propose that the applicant provide data points and that everything be measured from the data points.
  - Only one boat (which requires inside work) is being repaired now. That type of repair work will cease once repair of this boat is completed.

**Exhibit "AC"**

RECEIVED  
CITY OF GIG HARBOR

JAN 15 1999

**MADDEN, POLIAK, MACDOUGALL & WILLIAMSON**

ATTORNEYS AT LAW

1001 FOURTH AVENUE PLAZA, SUITE 2800  
SEATTLE, WASHINGTON 98154-1106

PLANNING AND BUILDING  
SERVICES

WILLIAM J. MADDEN (1907-1987)  
PAUL M. POLIAK  
ALLAN L. MACDOUGALL  
MICHAEL H. WILLIAMSON  
RODNEY Q. FONDA  
CRAIG L. WATSON  
BRADLEY P. SCARP  
TOM MONTGOMERY\*  
MARK B. ANDERSON\*  
ERIK B. ANDERSON

TELEPHONE  
(206) 621-1011

FACSIMILE  
(206) 622-6805

E-MAIL ADDRESS  
maddenpoliak@msn.com

\*Also Admitted to  
Practice in Alaska

January 14, 1999

City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

Attention: Ray Gilmore

RE: Application for Shoreline Management Permit  
Your File No. : SDP97-07  
Our File No. : 802.967718

Dear Mr. Gilmore:

In the Hearing Examiner's Notice of Decision dated December 28, 1998, the Hearing Examiner identified January 15, 1999 as the date by which applicants were required to remove the house barge from the subject property. Enclosed is the letter that we referenced in the hearings that evidences our request of the vessel owner to remove the house barge no later than February 15, 1999. The target date for removal of the house barge should therefore be February 15, 1999. We ask that the record be amended to reflect this target date.

We understand that the decision of the Hearing Examiner has been appealed. We look forward to receiving details of that appeal, and ask that you keep us informed as to any further involvement required on our part to facilitate the application process.

Thank you for your professional cooperation in this matter.

Very truly yours,

MADDEN POLIAK MACDOUGALL  
& WILLIAMSON



Mark B. Anderson

Enclosure

NICHOLAS MARKOVICH P.C.

ATTORNEYS AT LAW

6712 KIMBALL DRIVE, SUITE 102  
GIG HARBOR, WASHINGTON 98335

PHONE (253) 851-2091  
FACSIMILE (253) 851-8481

December 9, 1998

Mr. George Gaimster  
P.O. Box 783  
Gig Harbor, WA 98335

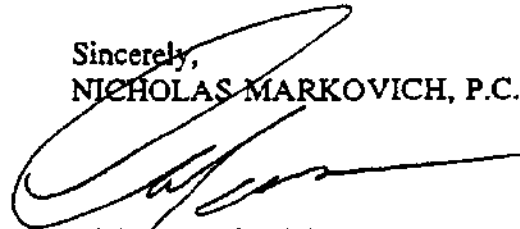
Re: Removal of Barge/Houseboat

Dear Mr. Gaimster:

This letter will confirm your telephone conversation with Nick Tarabochia on December 7, 1998. You were previously notified that your moorage at the Ancich/Tarabochia Dock would be terminated as of December 1, 1998. Mr. Tarabochia called you as a follow-up to that notice in order to determine when you will be removing the barge/houseboat. You indicated that you have made arrangements for its removal to moorage at Shelton, Washington, but would be unable to do so until February 15, 1999.

Because of your many years as a tenant at the facility, the owners are willing to wait until February 15, 1999 for you to remove the barge/houseboat, subject to your payment of moorage fees as usual. Please take notice, however, that if you fail to remove the barge/houseboat on or before that date, the owners will exercise their rights to impound and remove the vessel at your expense pursuant to RCW 88.26 et seq.

Sincerely,  
NICHOLAS MARKOVICH, P.C.



Nick L. Markovich

NLM/amp: 3302

cc: Mr. George Ancich ✓  
Mrs. Rose Tarabochia ✓

via facsimile 12/9/98 @ 10:05

DEC 29 1998

PLANNING AND BUILDING  
SERVICES

**CITY OF GIG HARBOR  
HEARING EXAMINER  
FINDINGS, CONCLUSIONS AND DECISION**

---

**APPLICANT:** Rose Tarabochia

**CASE NO.:** SDP 97-07

**LOCATION:** Harborview Drive, Assessor's Tax Parcel Number 02-21-05-3-113, which is within a portion of the SW ¼ of Section 5, Township 21 North, Range 2 East WM.

**APPLICATION:** The proposal is to allow the placement of moorage floats added over the past 20 years without benefit of a shoreline management substantial development permit. This includes the use of a barge with a building constructed on it used as a floating maintenance shed, the provision of moorage for non-commercial fishing craft, and provision of off-street parking to accommodate the numbers and types of vessels moored at the facility and the uses on the site.

**SUMMARY OF RECOMMENDATION AND DECISION:**

Staff Recommendation: Approve with conditions

Hearing Examiner Decision: Approve with conditions

**PUBLIC HEARING:**

After reviewing the official file which included the Community Development Staff Advisory Report; and after visiting the site, the Hearing Examiner conducted a public hearing on the application. The hearing on the Ancich-Tarabochia Marina application was opened at 5:38 p.m., October 21, 1998, in the City Hall, Gig Harbor, Washington, and at 7:03 p.m. was continued to December 16, 1998. The hearing was reopened at 5:00 p.m. on December 16, 1998 and was closed at 5:50 p.m. Participants at the public hearing and the exhibits offered and entered are listed in this report. A verbatim recording of the hearing is available in the Planning Department.

**HEARING TESTIMONY:**

The following is a summary of the testimony offered at the public hearing:

From the City:

Ray Gilmore, Planning Director, reviewed the staff advisory report and the supplemental report. He said the issue goes back over 20 years and much of what exists on the site now was not approved by the City.

From the Applicant:

Mark Anderson, Attorney for the Applicant, said the applicants realize they need to come up to speed and will comply with the conditions recommended by staff. He also said:

- The applicants want to maintain floats for moorage and a barge for storage and moorage, not a boat repair on the property.
- Relative to the concerns expressed by DOE:
  - Concerns over creosote apply to improvements to be made in the future, however, nothing is planned to be built at this time.
  - Concerns over the floating maintenance shed will be addressed as the applicants plan to phase out boat repairs.
- Relative to the issues with DNR:
  - The applicant is trying to resolve the lease issue and expects to resolve it within several months.
  - The property lines shown are based on an older survey. According to re-surveys the floats may have strayed onto other properties.
  - The house barge and over water residential uses will be eliminated, and the applicant has asked the owner of the house barge to remove the house barge from the marina by January 15, 1999.
- Relative to concerns expressed by Richard Allen:
  - The applicant will try to satisfy all of Mr. Allen's concerns.
  - All administrative requirements will be met.
  - It is acknowledged that uses are tied to available parking and the curtailing of the use of the boat repair facility and the house barge will help with parking.
- Relative to concerns expressed by the Fire Marshall:
  - Fire safety issues will be resolved.
  - The survey map doesn't include improvements to the property.
  - The office which exists on the property has been there for the past nine years and has just one employee. No additional employees are expected.
  - The survey drawing shows 12' setbacks.
  - He would propose that the applicant provide data points and that everything be measured from the data points.
  - Only one boat (which requires inside work) is being repaired now. That type of repair work will cease once repair of this boat is completed.

- Cleanup of the dock is in progress.
- Parking is the single biggest issue in obtaining the permit and the applicant is eliminating the repair facility and is considering renting nearby parking spaces.
- The uses shown on the aerial photo have already been substantially reduced and the applicants plan to do what they are supposed to do under the City Code and Shoreline Master Program.

From the Community:

Jake Bujacich submitted three photos of site and surrounding area (Exhibit H) and said:

- The Modoc was brought in a couple of years ago and now has as many as four boats alongside.
- Boat repair is being done on the site and as many as nine employees are working on boats at any one time.
- The employees are parking on the street.
- He is concerned about on-street parking of RVs, trailers, etc. (shown on Exhibit H) which is related to the boat repair facility
- He doesn't believe they should get two years to close down the boat repair facility.
- Parking for the office space on site should go by square footage of the office space, not the number of employees in the office space at this time.

Rich Vanberg said he concurred with Jake Bujacich and also said:

- The house on the property is rented and also has a number of vehicles.
- Sometimes the people in the house park behind the house in designated parking for other uses on site and sometimes they park on the street for days at a time.
- The City should not wait for two years to have this to be corrected.

Richard Allen submitted new letters (Exhibits F & K) and summarized his most recent written comments. He listed several alleged violations of the existing permit and said:

- There has been a disregard for the required 12' setbacks.
- Ecological concerns have been disregarded.
- There is insufficient parking on site. He calculated 15 spaces are needed.
- The current lack of off-street parking results in on-street parking by the applicants' employees and blocked driveways of nearby residents.
- The permit needs to be definitive in regards to the uses allowed at/on/over the site along with the number of parking spaces required and the number of parking spaces being supplied.
- There should be a deterrent to discourage future violations of the permit, namely a bond.



Bob Frisbie submitted Exhibits G & L and summarized his written comments and said:

- The applicants thoroughly understand all of the issues and rules.
- All parking spaces must be cumulative. No parking is allowed over the water and only five parking spaces are available on site.
- The application should be turned down as it doesn't meet the parking requirements. He believes 11 parking spaces should be required.
- The landscape plan should be submitted with the application to be considered at the public hearing.
- The applicants have not submitted a surveyor's wet stamped drawing detailing the water area to be leased from the state. Furthermore, the surveyor has not included all of the needed information. An accurate survey would provide a basis for future potential code enforcement actions.
- It would be appropriate to condition the permit such that approvals sought under this application be restricted to SMP 3.11 setbacks from the boundary/survey lines described in the applicants' 1997 lease with DNR.
- The Modoc could not legally moor there if plans had been drawn properly.
- There should be a number of conditions required of the applicants (See Exhibits G & L).

Response from the Applicant:

Mark Anderson responded and said that:

- By the end of December there will be no more boat repair taking place on the site.
- The applicant will comply with the concerns identified by Mr. Allen.
- A more comprehensive parking review will be done.
- He acknowledged that the record is clear relative to non-compliance and the applicant will work towards meeting each of the requirements.
- There have been deficiencies in the application and necessary documents will be supplied in order to obtain a permit.
- This hearing is not a code enforcement hearing and should not be treated as one.

Response from the City:

Ray Gilmore, responded and said that:

- The barge is currently being used as a moorage float and noted that parking will be required for vessels moored to the barge.
- The use of any structure over the water which is not water dependent or water related is a non-conforming use.

- If a new use is proposed in the office building, then a business license will be required and if parking is not available it could not comply with the code requirements and it would be denied.

### **CORRESPONDENCE:**

Correspondence was received from the following members of the general public:

Dick Allen, Exhibits A-6,A-7, A-8, A-9,A-10, F & K

Bob Frisbie, Exhibits G & L

### **FINDINGS, CONCLUSIONS AND DECISION:**

Having considered the entire record in this matter, the Hearing Examiner now makes and enters the following:

#### **A. FINDINGS & CONCLUSIONS:**

1. The information contained in Sections I, II & III of the Planning Staff Advisory Report (Hearing Examiner Exhibit A), as modified by the Supplemental Report (Hearing Examiner Exhibit C), is found by the Hearing Examiner to be supported by the evidence presented during the hearing and by this reference is adopted as a part of the Hearing Examiner's findings and conclusions. A copy of said report is available in the Planning Department.
2. While a number of issues were raised during the hearing relative to alleged code violations at the subject site, the staff advisory report (which is adopted above) focuses on the application for a new shoreline substantial development permit to bring the subject moorage facility into compliance with the Shoreline Master Program. This report will not address alleged code violations.
3. A critical issue which is also addressed in the staff advisory report and was addressed through testimony and correspondence offered at the hearing is the issue of off-street parking for the various uses on the site. It is clear from the testimony and exhibits presented that parking is a key issue to be examined. After reviewing the file the Examiner concurs with the parking analysis found in Exhibit L and believes that a total of eleven (11) spaces should be required for the uses which the applicant has indicated will remain on the site. This number assumes the existing house barge and the boat repair facility will be removed from the site.

4. If approved as conditioned below, it is believed the proposal will comply with the provisions of the Shoreline Master Program and the Gig Harbor Municipal Code.

**B. DECISION:**

Based upon the foregoing findings of fact and conclusions, the requested Shoreline Substantial Development is approved, subject to the following conditions:

The terms of this shoreline permit shall be effective immediately upon notice of the date of filing with the Department of Ecology. Within two years of the date of filing of this permit with the Department of Ecology, the applicant shall accomplish the following:

1. The applicant shall submit a complete application for a building permit for all improvements subject of this shoreline permit application within 120 days of the Department of Ecology's date of filing of the shoreline permit. The building permit application shall include all requirements for demonstrating compliance with the Uniform Fire Code and include a detailed off-street parking plan meeting all applicable city code requirements. Along with the application for a building permit the applicant shall submit a complete site plan which complies with the provisions of Section 4.07.A of the City of Gig Harbor Shoreline Master Program.
2. The use of the barge on the site for boat repair shall cease upon completion of the repairs of the boat currently being worked on, and in no case shall barge be used for boat repairs beyond January 31, 1999.
3. The off-street parking plan shall provide a minimum of eleven (11) parking spaces meeting the requirements of §17.72 GHMC and shall meet the City of Gig Harbor Uniform Fire Code for access provisions. These parking spaces are to be clearly delineated on the site(s).
4. Required off-street parking shall be made available on the site or within 400 feet of the site. An agreement for shared parking shall be for a minimum term of ten years and shall be filed as a covenant running with the land where the parking is located. If off-street parking within 400 feet of the property is to be provided, the parking agreement must be filed with the City within the two year time period specified for the shoreline management permit.
5. If the required off-street parking cannot or is not provided, as required, the applicant must reduce the number of uses or boats moored at the facility to meet the parking requirements.
6. The applicant shall provide verification of compliance with applicable state licenses and permits including HPA approval and DNR lease approval.



7. Within two years of the date of filing, the applicant shall have constructed/installed all required improvements as approved by the City under the provisions of Title 15 GHMC.
8. No vessel, float, pier or dock shall be moored within 12 feet of any adjoining private or public property line. This requirement may be waived if the affected adjoining property owner enters into an agreement with the applicant to allow a reduced setback. For public property, the agreement may constitute the lease agreement with the Department of Natural Resources. For the adjacent private property, the agreement shall be established as a covenant running with the land and shall be filed with the Pierce County Auditor within the effective time period for this shoreline permit.
9. To qualify for the parking exemption for commercial fishing vessels, proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders shall be provided to the City within the time period specified for the shoreline management permit.
10. A sewage pump-out facility shall be provided for the marina. A plan for the pump out facility shall be submitted for the Public Works Department for its approval and shall be installed within the two-year time limit of the shoreline permit.
11. A parking area landscape plan which meets the requirements of Chapter 17.78 shall be submitted with the building permit application. Landscaping shall be installed within the two year time limit of the shoreline permit.
12. The house barge shall be removed from the site no later than January 15, 1999.

Dated this 28th day of December, 1998.



Ron McConnell  
Hearing Examiner

**APPEAL OF EXAMINER'S DECISION:**

Any party of record who feels aggrieved by the Examiner's decision may submit an appeal in writing to the Gig Harbor Planning Department within (14) calendar days from the date the final decision of the Examiner is rendered.

Such appeal shall be submitted in accordance with Chapter 19.06 GHMC.

**EXHIBITS:**

The following exhibits were offered and entered into the record:

- A. Staff advisory report, with 10 attachments.
  - 1. Memo from Steve Bowman, dated 2/4/98
  - 2. Memo from Steve Bowman, dated 6/18/98
  - 3. Letter from Abbe White, DOE, dated 3/30/98.
  - 4. Letter from Abbe White, DOE, dated 2/24/98, with an attachment.
  - 5. Letter from Kathy Marshall, DNR, dated 9/29/98.
  - 6. Letter from Richard B. Allen, dated 4/4/98.
  - 7. Letter from Richard B. Allen, dated 9/8/98.
  - 8. Letter from Richard B. Allen, dated 10/7/98.
  - 9. Letter from Richard B. Allen, dated 10/12/98.
  - 10. Letter from Richard B. Allen, dated 10/22/98.
- B. Application, with 5 attachments.
  - 1. Environmental Checklist.
  - 2. Gig Harbor Bay Vicinity Map.
  - 3. Revision 1 to Application dated 8/4/97.
  - 4. Record of Survey.
  - 5. Utility Plan.
- C. Memo from Ray Gilmore, (supplemental staff report) dated 10/19/98.
- D. Six photos of the site submitted by Ray Gilmore.
- E. Site Plans: 1976 request/1977 approved plan/1998 configuration.
- F. Letter from Dick Allen, dated 10/21/98.
  - 1. Shoreline Hearings Board Findings, Conclusions and Order on SHB #77-7, dated 6/22/77, with attachments.
  - 2. Pierce County Superior Court Order dismissing the petition for review, dated 8/4/78.
  - 3. Pierce County Superior Court satisfaction of judgment, dated 1/21/82.
  - 4. Notice of Violation, dated 7/23/97.
  - 5. Assessor records.
  - 6. Memo from Steve Bowman, dated 6/18/98, with attachment from the UFC.
  - 7. Public Works Standard 2B.140.6.
  - 8. Business card for Paul Ancich.
- G. Letter from Bob Frisbie, dated 10/21/98, with attachments.
  - 1. Parking plan for Ancich - Tarabochia dock.
  - 2. Ancich - Tarabochia dock plan.
  - 3. Aerial photo of subject dock and vicinity.
- H. Three photos of the site and area submitted by Jake Bujacich.
- I. Letter from Mark Anderson, dated 11/19/98, with attachments.
  - 1. Letter from Mark Anderson, dated 11/18/98.
  - 2. Plan with moored watercraft.

3. Parking plan.
  4. Plan and elevation.
  5. Plan with lease area.
- J. Proposed Tidelands Lease Renewal Map.
- K. Letter from Dick Allen, dated 12/16/98, with attachments.
1. Memo from Steve Bowman, dated 6/18/98.
  2. Memo from Steve Bowman, dated 2/4/98.
  3. Letter from DNR, dated 10/15/97.
- L. Letter from Bob Frisbie, dated 12/16/98.

**PARTIES OF RECORD:**

Rose Tarabochia  
8021 Shirley Ave.  
Gig Harbor, WA 98335

Mark Anderson  
Madden, Pliak, MacDougal & Williamson  
1001 Fourth Ave., Suite 2800  
Seattle, WA 98154

Jack Bujacich  
3607 Ross Ave.  
Gig Harbor, WA 98335

Rich Vanberg  
3616 Harborview Dr.  
Gig Harbor, WA 98335

Richard B. Allen  
3603 Ross Ave.  
Gig Harbor, WA 98335

Robert G. Frisbie  
9720 Woodworth Ave.  
Gig Harbor, WA 98332

Planning Department



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

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

**STAFF REPORT  
ENVIRONMENTAL EVALUATION AND  
REPORT TO THE HEARING EXAMINER**

SDP 97-07

Ancich-Tarabochia Marina

Authorize Placement of Floats and Use of Barge as A Moorage/Maintenance Facility

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**PART I: GENERAL INFORMATION**

**APPLICANT:**

Mrs. Rose Tarabochia  
8021 Shirley Avenue  
Gig Harbor, WA 98335  
PH: 253-858-2085

**A. OWNER:**

Same as above

**B. AGENT:**

Mr. Mark Anderson  
Madden, Poliak, MacDougal and Williamson  
1001 Fourth Avenue, Suite 2800  
Seattle, WA 98154  
PH: 206-621-1011

**C. REQUEST:**

The proposal is to authorize the placement of moorage floats added over the past 20 years without benefit of a shoreline management substantial development permit. This includes the use of a barge with a building constructed on it used as a floating maintenance shed, the provision of moorage for non-commercial fishing craft, and provision of off-street parking to accommodate the numbers and types of vessels moored at the facility and the uses on the site.

**E. PROPERTY DESCRIPTION:**

1. Location:



Harborview Drive, Assessor's Tax Parcel Number 02-21-05-3-113, which is within a portion of the SW 1/4 of Section 5, Township 21 North, Range 2 East WM.

2. **Site Area/Acreage:**

The upland ownership is 6970 square feet. The private tidelands ownership is 6534 square feet. State owned lease lands is stated as 45,046 square feet. Over water coverage of existing floats and the barge is estimated at 9820 square feet.

3. **Physical Characteristics:**

The site has a single-family residence on the upland parcel. The net shed houses a small office for a telecommunications facility. The subject facility used to provide moorage for the U.S. Coast Guard up to 1989. The U.S. Coast Guard also occupied a portion of the net-shed and the residence located on the uplands of the property for office space. A portion of the existing pier situated on private tidelands is located on the private property to the East. This condition has existed prior to the adoption of the City's Shoreline Master Program.

**F. SURROUNDING LAND-USE/ZONING DESIGNATION:**

The area is intensely developed with commercial marinas dominating the shoreline within 1000 feet of the site on both sides of the subject property. Adjacent land use and structures consist of the following:

East: Commercial fishing net shed on private tidelands and moorage for commercial fishing boats.

West: Commercial marina and net shed; upland contains a residence and associated parking for the moorage facility

**G. UTILITIES/ROAD ACCESS:**

Access is provided by way Harborview Drive.

**H. PUBLIC NOTICE**

Public notice was provided as required pursuant to Section 19.03.003 as follows:

- ◆ Publish legal notice in the Peninsula Gateway on September 16 and 23, 1998, notice of public hearing.
- ◆ Mailed to property owners of record within three hundred feet of the site on September 22, 1998.
- ◆ Posted on site in two conspicuous locations on October 6, 1998, by the applicant.

**I. COMPLIANCE WITH THE STATE ENVIRONMENTAL POLICY ACT**

The SEPA responsible official issued a determination of non-significance on March 20, 1998. The determination was made after a review of the completed application and environmental checklist for the proposal.

## **PART II: ANALYSIS**

### **BACKGROUND/HISTORY OF THE PROPOSAL**

The facility has been in operation prior to the establishment of the shoreline management act and the City of Gig Harbor's shoreline master program. In 1976, the property owners applied for a shoreline management substantial development permit to install piling and a float for moorage purposes. On January 10, 1977, the City Council conducted a public hearing on the proposal to install 2 piling and a float measuring approximately 135 feet in length. This facility had been constructed in 1971 without benefit of an U.S. Army Corps of Engineers permit or a shoreline management substantial development permit. The Council approved a permit to install two piling but limited the length of the float to approximately 63 feet.

The Council's decision was appealed to the State Shoreline Hearing Board. On June 22, 1977, the Shoreline Hearing Board ruled in favor of the City and affirmed the decision of the City Council (SHB No. 77-7). The order also upheld the authority of the city to limit the type of vessels that use the facility although the shoreline permit approved by the city did not bear any condition limiting the types of vessels.

In 1981, the owner placed a large barge as a tie-up for several watercrafts. The City notified the owners that a shoreline management substantial development permit would be required to use the barge in this fashion. The file shows that no further action was taken by the city.

Since 1981, several floats have been added to the facility, in addition to the barge being used as a moorage float. These additional floats and moorage are the subject of this shoreline permit application.

### **A. AGENCY REVIEW:**

#### **1. Building Official/Fire Marshal**

Proposal will require a building permit and must comply with all applicable building and fire codes of the city of Gig Harbor. A copy of the Building Official's memo of February 4, 1998, and June 18, 1998 (response to parking plan) is attached to this report.

#### **2. Public Works Department**

Response of May 21, 1998 - No public works concerns.

### 3. State Agency Review

#### A. Department of Ecology

- ◆ Letter of February 24, 1998 from Abbe White (attached): Comments are general and address discharge of sediment laden runoff or pollutants; alternatives to creosote piling; containment of oil, hydraulic fluids, fuels, etc from construction; protection of utility lines; types of dumpsters.
- ◆ Letter of March 30, 1998 from Abbe White (attached): Proposal is difficult to evaluate; difficult to tell if the entire facility is already in existence or if portions are yet to be constructed; proposed project must be consistent with the applicable policies and regulations of the Shoreline Master Program.

#### 4. Department of Natural Resources, Aquatic Lands

Letter of September 29, 1998, Kathy Marshall, Land Manager: Proponent's tideland and harbor area lease has expired; before an aquatic lease renewal can be processed, the lessees must provide additional information (see letter for details); aware of a house barge at the facility - house barges and residential uses are not allowed on state-owned lease lands and must be removed.

#### 5. Department of Fish and Wildlife

No comments received.

#### 6. Public Comment Received

Several letters were received from Mr. Richard Allen, 3306 Ross Avenue, Gig Harbor. These letters are attached to this report and are summarized as follows:

- ◆ Letter of October 7, 1997 to DNR - Comment on survey, improvements on site
- ◆ Letter of October 12, 1997 - DNR Lease lands, survey.
- ◆ Letter of October 22, 1997 to DNR- Comment on survey, lease area; encroachment on to adjacent private tidelands.
- ◆ Letter of April 4, 1998 - Comment on SEPA checklist in reponse to SEPA determination notice
- ◆ Letter of September 8, 1998 - Response to notice of application, deficiencies on site plans submitted.

### B. APPLICABLE LAND-USE POLICIES/CODES

#### 1. Comprehensive Plan:

The City of Gig Harbor Comprehensive Plan designates the area as Waterfront. Pertinent goals and policies are as follows:

Shoreline Management, pages 71-72

- A) Goal - Protect Natural Quality: Preserve and protect the unique, interdependent relationship between the water, land and cultural heritage.
- B) Goal - Mixed Use Waterfront: Preserve the commercial fishing fleet as a significant and cultural resource. Retain a mixed-use waterfront including those fishing, boating, tourist and residential uses which provide the shoreline's unique appeal.
- C) Goal - Protect Water Quality. Define and regulate the design and operation of water-oriented activities.
- D) Goal - Quality Urban Development. Create an accessible and visible waterfront and shoreline including the development of public beaches, fishing and boating docks, picnic and passive overlooks and viewpoints.

## 2. City of Gig Harbor Zoning Ordinance (Title 17)

The area is designated as Waterfront Millville (WM). The intent of the WM district is to provide a wide range of uses and activities on the shoreline of Gig Harbor located within the area between Rosedale Street and Stinson Avenue. This district serves primarily as a medium intensity, mixed use waterfront district with an emphasis on medium-density residential, marine-dependent and marine-related uses. Uses which enhance the historic fishing village atmosphere and which are harmonious with surrounding residential areas are encouraged. The waterfront district is also considered as part of the Historic District under the City's Design Manual.

Because the entire project is within the shoreline management act jurisdiction, the policies and regulations of the City Shoreline Master Program would apply. Where there is a conflict between the Master Program and the Zoning Code, the Master Program would prevail. The zoning code standards would apply in those instances where the Master Program does not provide any standards.

Applicable Sections of the Zoning Code:

17.48.020 Permitted uses.

The following uses shall be permitted in the WM district:

- A. Single-family and two-family (duplex) structures;**
- B. Marinas and boat launch facilities;**
- C. Boat repair and sales facilities;**

- D. Marine-related sales;
- E. Boat construction, not to exceed one boat per calendar year;
- F. Public park and access facilities;
- G. Professional offices;**
- H. Wholesale and retail sales of fisheries products for human consumption;
- I. Live bait sales;
- J. Piers, docks, wharves and associated buildings;**
- K. Commercial fishing net sheds.**

17.48.070 Parking and loading facilities.

Parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC, **except that where there are properties serving multiple uses, parking shall be provided for the combined total of the individual uses.**

### **3. City of Gig Harbor Shoreline Master Program**

The following sections of the City of Gig Harbor Shoreline Master Program are applicable to this project:

#### Part 2: Overall Goal Statements

##### 1. Character

The Shorelines of the City of Gig Harbor support its fishing, boating and tourist activities as well as the residential community. Therefore, preservation of the characteristics beneficial to these industries should be a primary consideration in evaluating the effect of all shoreline proposals.

#### Goals Particular to Certain Uses

##### 6. Pleasure Boating and Marinas

To permit uncovered moorage and the development of temporary docking facilities for visiting vessels, while retaining the open surface water area for watercraft circulation.

Environment Designation: Urban

Section 3.01 - Overall Statements Applicable to All Uses Within the Shoreline

#### POLICIES

1. New structures should not dominate the shoreline in terms of size, use,

location or appearance. Shoreline developments should provide visual access to the water.

3. After completion of a shoreline project, cleared and disturbed areas should be restored to its pre-project condition. If the previous condition had a negative effect on the shoreline environment, landscaping or other improvements may be required, including maintenance, so that the site will be compatible with adjacent natural terrain. The City Council may require landscaping or other improvements to make the site compatible with other properties.

4. All developments should be designed to minimize their adverse effect on surrounding areas.

5. The estuarine areas of Crescent Valley Creek as designated in the City of Gig Harbor Wetlands Map of May, 1992 and the intertidal area at the mouth of Donkey Creek, should receive special consideration due to their potential as aquatic habitats.

6. All shoreline developments should be assessed by the City of Gig Harbor with special attention given to their cumulative effects on the character, mass, height, scale and balance of the City.

7. All applicants for shoreline management permits or request for exemptions shall comply with any applicable requirements of the Washington State Department of Fisheries and Wildlife, the Department of Natural Resources and the U.S. Army Corps of Engineers, as applicable.

### Section 3.11 Moorage and Marinas

Marinas and moorage facilities provide commercial moorage, launching, storage for watercraft, including services, supplies, parking and other supporting activities. Due to the commercial nature of marina activities, marinas should also be consistent with Policies and Regulations under Commercial Development.

**GOALS:** Marina users should meet the Overall Goals of this Master Program as well as conform to the goals for Pleasure Boating and Marinas and Commercial Areas and Shopping.

#### **POLICIES:**

1. Marina developments should be designed and constructed to minimize interference with views.

2. Marinas should be designed so that they will have minimum interference with public use of the surface of the water and should not extend beyond the Outer Harbor Line.
3. Marinas should be designed to provide vessel access consistent with the established private property and state lease land boundaries.
4. Marinas should be located and constructed so that they minimize harmful effects to the water quality or the aquatic life and habitat.
5. Piers and floats should be designed so that they will have minimum interference with the public use of the water's surface and access along the water's edge.
6. Piers and floats should be designed to accommodate a wide range of uses wherever feasible.
7. Adjoining waterfront property owners should be encouraged to share a common pier or float.
8. Where liveaboard vessels are moored, provision should be made to transfer waste discharges from vessels to a permitted or approved wastewater treatment facility.

### Section 3.05 COMMERCIAL DEVELOPMENT

Those uses which are involved in wholesale and retail trade, business, or professions, along with accessory activities such as services, storage, and parking. **For uses such as marinas, piers, industries, the commercial fishing industry and parking, see Policies and Regulations for the appropriate use activity category.**

**GOALS:** Commercial uses should meet the Overall Goals of this Master Program as well as conform to the goal for Commercial areas and Shopping

### Section 3.06 COMMERCIAL FISHING INDUSTRY

The commercial fishing industry consists of the vessels, the moorage facilities and the upland facilities and structures which provide direct support to the industry. It is the historical backbone of the Gig Harbor community and its waterfront environment and has been the focus of the city's development since its incorporation in 1946. In recent times, the fishing industry has experienced a marked decline due to a variety of social, environmental and economic factors, locally, regionally and globally. Although the fishing fleets in Gig Harbor are small in comparison to the fleet of two decades ago, the

value of the remaining fleet is recognized as a very important component of the cultural and community environment. The City's Visioning Report of 1992 clearly showed that the community places a very high value on preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet. Preservation of the fishing character of the City is a primary consideration in evaluating the effects of a shoreline proposal.

**GOALS:** Preserve the fishing industry by providing development standards that reflect the needs of the fishing industry.

Encourage the retention and redevelopment of waterfront parcels which provide a substantial and direct contribution to the commercial fishing industry.

Minimize the pressure to convert waterfront property to non-commercial fishing uses.

Encourage development of moorage and dock facilities consistent with current and future needs.

**POLICIES:**

- 1) Moorage facilities and marinas which provide moorage space for active commercial fishing or support vessels should be allocated an upland parking ratio which does not impose a hardship on the commercial fishing industry or the respective moorage facility. Active fishing vessels are those which have a current commercial license issued by the appropriate state or regional authority.
- 2) Developments which are water-dependent and directly supportive of the commercial fishing industry such as net sheds and loading docks, should be permitted waterward of ordinary high water.
- 3) Overwater parking should not be permitted, except for temporary loading and unloading of commercial fishing gear or fisheries products.
- 4) Commercial sales and services directly related to or supportive of the commercial fishing industry should be permitted, consistent with the underlying zoning regulation applicable to the site.
- 5) Public-private joint moorage facilities for commercial fishing and recreational vessels should be encouraged in locations which are appropriate and capable of supporting such a facility.



### Section 3.13 - PARKING

Those facilities for temporary storage of automobiles accessory to primary activities such as commercial, marinas, multi-family residential, and recreational uses (except loading and unloading of vehicles).

**GOALS:** Parking uses should meet the Overall Goals of this Master Program as well as conform to the goal for Commercial Uses and Shopping.

**POLICIES:**

1. Parking facilities should not extend over the surface of Gig Harbor nor interfere with any views to or from the water's surface.
2. Parking should not be located any further than four hundred feet from the activity.
3. All parking facilities should be appropriately screened, landscaped, and maintained so as not to have detrimental aesthetic effects on their surroundings.
4. Surface drainage from parking facilities should not adversely affect the water quality of Gig Harbor.
5. Parking lot surfaces should be constructed to minimize erosion and siltation of materials into Gig Harbor Bay.
6. Common parking areas are encouraged between uses.

### **USE ACTIVITY REGULATIONS**

#### Commercial Fishing Industry (§ 3.06)

- 1) New or existing marinas or moorage facilities which provide moorage and support facilities for active commercial fishing vessels shall be exempt from the parking requirements of Section 3.13 for those active commercial fishing vessels which have active license or a contract from the previous fishing season or the next fishing season, provided the following requirements are met:
  - a) One load/unloading parking space on the applicant's

property is continuously provided

- b) Proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders shall be provided to the City to qualify for this exemption initially. The City may request from the applicant or subsequent assignee in future years that the applicant affirm within thirty (30) calendar days of written request by the City the status of each active commercial fishing vessel on the site by providing copies of the appropriate license or contract.
  - c) Development activities associated with pleasure craft or other non active commercial fishing vessels shall comply with the other relevant sections of this Shoreline Master Program including but not limited to Section 3.13, Parking.
- 2) Developments which are water-dependent and directly supportive of commercial fishing activities may be permitted waterward of ordinary high water, subject to a conditional use permit and the public access requirements of Section 3.05 and providing that the use or structure is permitted in the underlying zoning district for the site.
  - 3) The sale of processed or semi-processed commercial fish products at moorage facilities which accommodate commercial fishing vessels is permitted, consistent with the underlying zoning code district for the site and applicable health codes of the State.

Marinas, Piers and Docks. (§ 3.11)

- 2. The applicant shall be responsible for obtaining all other necessary state and federal permits for marina development.
- 3. Automobile parking shall be provided by the marina developer at the following ratios:
  - A. One space for every two berths of moorage less than forty-five feet in length.
  - B. One space for every berth of moorage forty-five feet or greater.

The balance of parking shall be provided as described in Section 3.13 and the requirements of the applicable underlying zoning district.

Marinas shall be designed, built, and operated so that no part of a pier or float or moored watercraft extends waterward of the outer harbor line at any time.

8. All authorized piers and floats shall be for the purpose of conducting water related or water-dependent activities.

#### Residential Uses (§ 3.15)

3. Residential facilities floating on or constructed over the water, including floating homes, and other than watercraft shall not be allowed on the waters under the jurisdiction of the City of Gig Harbor.

Residential use of vessels shall comply with the requirements of Section 3.11.

#### Parking (§3.20)

1. Parking facilities shall be designed, screened, and landscaped in accordance with the landscaping standards for the underlying zoning district to minimize adverse effects on the shoreline area of the City of Gig Harbor.
2. Pedestrian access walkways shall be provided between upland parking areas and the site which they serve.
3. Parking facilities for boat trailers shall be by Conditional Use Permit.
4. Parking over the water surface shall be prohibited.
5. Primary purpose commercial parking lots shall be prohibited from the shoreline areas.
6. Parking areas shall be surfaced with asphalt or concrete. Grasscrete or other similar hard surface may be utilized for a portion of the parking area as determined by the Public Works Director.
7. Parking shall not be located any further than four hundred feet from the activity and should preferably be located on the upland side of Harborview Drive.  
\* \* \*
9. Parking may be provided on lease property, so long as the owner of the moorage facility files a covenant between the property owner/applicant and the moorage facility owner to the City, providing that the portioned

share of the facility shall cease to be used at such time as some or all of the leased parking is lost or no longer available for use by the moorage facility. The covenant shall run with the land and be filed with the Pierce County Auditor.

### **PART III: FINDINGS AND CONCLUSIONS**

Based upon the analysis in Section II of this report, staff recommends that the Hearing Examiner find as follows:

1. The proposed facility as a marina is a permitted use within a Waterfront Millville District (§17.48.020 of the Gig Harbor Municipal Code).
2. The proposal is to authorize the placement of floats and a barge, which is used as a floating maintenance facility and a moorage float.
3. A portion of the site has also been, and is being used, as a general boat repair facility. Boat repair is a permitted use in the WM district. Parking requirements are not specifically defined for a general boat repair facility (where boats other than those moored at the marina are repaired).
4. Under the provisions of §17.72.030(S), the Planning Director may determine the parking requirements for a use not specifically addressed in Chapter 17.72
5. An office for West Tel Communications is also located on the site, in the net shed. This is a one person operation and would require one parking space (for the employee). The business was established in 1993.
6. Based upon information submitted with the application, a total of 11 parking spaces are available on the applicant's property.
7. Based upon the number and type of boats identified as being moored at the facility, a total of 6 parking spaces are required, plus one load/unload area (for the commercial fishing boats). Based upon the other uses (residential and office) on the property, an additional 3 parking spaces are required. The total number of parking spaces required, based upon the information provided, is 10.
8. The Building Official has stated that the City Fire Code requires a minimum 24 feet wide access and a hammer-head turnaround if the facility requiring protection is more than 150 feet from a public road-way. The width of vehicular access on the site is 15 feet (which excludes the parking strip). Consequently, those parking spaces identified along the east side of the driveway could not be used for parking. Additionally, other provisions of the City of Gig Harbor Fire Code are applicable to

this proposal.

9. Several of the structures on the marina (floats and sheds) have been installed/constructed without City of Gig Harbor building permit approval.
10. Comments have been received that off-street parking is not sufficient to accommodate the number and variety of uses conducted on the site. Particular concern has focused on the use of a part of the facility for a general boat repair facility. The parking demand has been due to the number of employees who do boat repair work at the marina.
11. A portion of the pier and floats extends over the property line to the east. This encroachment has existed for the past 30 years. The Shoreline Master Program requires a minimum 12 foot setback for all structures (floats, piers, docks) and vessels from adjacent property lines. This may be waived if an agreement is entered into between the adjoining property owners for a reduced set-back, said agreement filed as a covenant.
12. Notices on the public hearing to parties of record within 300 feet of the site were mailed on September 22, 1998.
13. The property was posted in two locations by the applicant on October 6, 1998.
14. Legal notice was published twice in the Peninsula Gateway on September 16 and 23, 1998.
15. The SEPA Responsible Official issued an environmental determination of nonsignificance (DNS) for this project proposal on May 12, 1997. This was based upon a review of the completed environmental checklist and other documents submitted with the application. No adverse impacts have been identified as a result of this proposal.

#### **PART IV: RECOMMENDATION**

Based upon the findings in Section III of this report, staff recommends that SDP 97-07 be approved, subject to the following conditions:

The terms of this shoreline permit shall be effective immediately upon notice of the date of filing with the Department of Ecology. Within two years of the date of filing of this permit with the Department of Ecology, the applicant shall accomplish the following:

1. The applicant shall submit a complete application for a building permit for all improvements subject of this shoreline permit application within 120 days of the Department of Ecology's date of filing of the shoreline permit. The building permit application shall include all requirements for demonstrating compliance with the Uniform Fire Code and include a detailed off-street parking plan meeting all applicable city code requirements.
2. The use of the site for boat repair shall be included as part of the allocation for parking for the facility. Off-street parking for the boat repair portion of the site is not specifically addressed in the zoning code. Respective to §17.72.030(S), the Planning Director may determine the appropriate requirement. Based upon a site analysis and the activity associated with the boat repair facility, a minimum of 5 off-street parking spaces must be provided. The off-street parking plan must address these 5 parking spaces.
3. The off-street parking plan shall provide a minimum of 15 parking spaces meeting the requirements of §17.72 GHMC and the City of Gig Harbor Uniform Fire Code for access provisions. These parking spaces are to be clearly delineated on the site(s).
4. Required off-street parking shall be made available on the site or within 400 feet of the site. An agreement for shared parking shall be for a minimum term of ten years and shall be filed as a covenant running with the land where the parking is located. If off-street parking within 400 feet of the property is to be provided, the parking agreement must be filed with the City within the two year time period specified for the shoreline management permit.
5. If the required off-street parking cannot or is not provided, as required, the applicant must reduce the number of uses or boats moored at the facility to meet the parking requirements.
6. Applicant shall provide verification of compliance with applicable state licenses and permits including HPA approval and DNR lease approval.
7. Within two years of the date of filing, the applicant shall have constructed/installed all required improvements as approved by the City under the provisions of Title 15 GHMC.
8. No vessel, float, pier or dock shall be moored within 12 feet of any adjoining private or public property line. This requirement may be waived if the affected adjoining

property owner enters into an agreement with the applicant to allow a reduced setback. For public property, the agreement may constitute the lease agreement with the Department of Natural Resources. For the adjacent private property, the agreement shall be established as a covenant running with the land and shall be filed with the Pierce County Auditor within the effective time period for this shoreline permit.

9. To qualify for the parking exemption for commercial fishing vessels, proof of active license for commercial fishing vessels or an active contract for commercial fishing boat tenders shall be provided to the City within the time period specified for the shoreline management permit.

Documents pertinent to the Hearing Examiner's review are attached.

Staff report prepared by: Ray Gilmore, Director, Planning and Building Services

October 14, 1998  
DATE:



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

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

TO: City Hearing Examiner  
Applicant  
Applicant's Authorized Agent

FROM: Ray Gilmore, Director

DATE: October 19, 1998

SUBJ.: Supplemental Report - SDP 97-07

Staff has discovered several omissions in the original staff report that address the SMP requirements for moorage and marinas and parking lot landscaping. Specifically, on page 12 of the report, two regulations from the SMP, Chapter 3.11, were inadvertently cut from the staff report. These are as follows:

**Regulation #7 :** All moorage, wharves, piers, floats and vessels moored at marina facilities shall be located no closer than twelve feet from the property line, either private property or state lease land. Location closer than twelve feet from the property line may be permitted upon the submission to the City of a covenant executed between the property owner/applicant and the adjacent property owner covering the agreement for the joint use of common lot lines, which covenant shall run with the land and be filed with the Pierce County Auditor as a covenant with the land. The intent of this regulation is to provide a minimum ingress/egress of twenty-four (24)feet.

**Regulation #9:** Where moorage is offered in new, expanded or renovated existing marinas, pump-out, holding and/or treatment facilities shall be provided for sewage contained on boats and/or vessels. Such facilities shall be located so as to be conveniently accessible to all boats. The responsibility for the adequate and approved collection and disposal of marina originated sewage, solid waste and petroleum waste lies with the marina operator.

Compliance with regulation #7 is reflected in the recommended conditions (condition # 8). Compliance with regulation #9 may be addressed as an additional condition to the permit, requiring the provision of a sewage pump-out facility.

Respective to landscaping, the SMP (Chapter 3.20, Regulation 1) requires landscaping for parking areas, consistent with the applicable chapter of the Zoning Code (Chapter

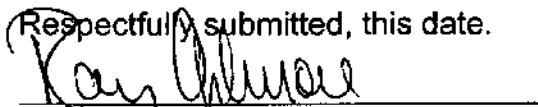


17.78). Consequently, staff is recommending two additional conditions to the shoreline permit:

1. A sewage pump-out facility shall be provided for the marina. A plan for the pump out facility shall be submitted for the Public Works Department for its approval and shall be installed within the two-year time limit of the shoreline permit.

2. A parking area landscape plan which meets the requirements of Chapter 17.78 shall be submitted with the building permit application. Landscaping shall be installed within the two year time limit of the shoreline permit.

Respectfully submitted, this date.



Ray Gilmore  
October 10, 1998

<b>CITY OF GIG HARBOR</b> <b>SHORELINE PERMIT(S) APPLICATION</b>	<b>RECEIVED</b> <b>AUG 17 1997</b> <b>CITY OF GIG HARBOR</b>	<b>CITY USE ONLY</b> Case Number <u>SDP 97-07</u> Date Received <u>8-7-97</u> By _____ Receipt # _____ By _____
Please check the permit(s) you wish to apply for: <input checked="" type="checkbox"/> Shoreline Management Substantial Development <input type="checkbox"/> Shoreline Conditional Use <input type="checkbox"/> Shoreline Variance		

**To the Applicant:** This is an application for a Substantial Development Permit and is authorized by the Shoreline Management Act of 1971. It is suggested that you check with the appropriate local, state or Federal officials to determine whether your project falls within any other Permit system, since a Permit under the Shoreline Management Act will not excuse the applicant from compliance with any other local, state or Federal ordinances, regulations or statutes applicable to the project.

Name of project/proposal IMPROVED BOAT MOORAGE

<b>Applicant</b> <u>ROSE TARABOCHIA</u> <small>(Name)</small> <u>8021 SHIRLEY AVENUE (206) 858-2085</u> <small>(Street address) (Telephone)</small> <u>GIG HARBOR, WASHINGTON 98335</u> <small>(City or town) (Zip)</small> BY: <u>MARK B. ANDERSON</u> <u>MAGGIE POLIAR MAGDOUGAL &amp; WILLIAMSON</u> <u>1001 FOURTH AVENUE SUITE 2300</u> <u>SEATTLE, WASHINGTON 98154 (206) 421-1011</u>	<b>Property location</b> Property Address <u>3615 HARBORVIEW DRIVE</u> Section <u>05</u> Township <u>3</u> Range <u>3</u> Assessor's Parcel Number <u>R-02-21-05-3-113</u> Full Legal Description <small>(attach separate sheet if too long)</small> <u>IN TOWN OF GIG HARBOR (MILLVILLE)</u> <u>DATA TAKEN FROM ASSESSOR'S MAP OF SW 1/4</u> <u>SEC. 5 T21N R2E</u> <u>TARABOCHIA &amp; ANCICH PROPERTY LOT 3<sup>13</sup></u>  Total Square Footage of the Site <u>UNKNOWN</u>
<b>Owner</b> <u>SAME AS ABOVE (OWNER)</u> <small>(Name)</small>  <small>(Street address) (Telephone)</small>  <small>(City or town) (Zip)</small> I (We) <u>ROSE TARABOCHIA</u> <small>(Name)</small> <u>Rose Tarabochia 8497</u> <small>(Signature) (Date)</small>  <small>(Signature) (Date)</small>	
do hereby affirm and certify, under penalty of perjury, that I am one (or more) of the owners or owner under contract of the herein described property and that the foregoing statements and answers are in all respects true and correct on my information and belief as to the so matters. I believe it to be true.	

**Property Information**

Existing Zoning Designation: UNKNOWN Slopes exceeding 15%? NO

Existing land use: Describe (or illustrate separately) existing land use, including location of all existing structures and setbacks (in feet) from property lines BOAT MOORAGE - VARIOUS DOCKS, PILING AND MOORAGE FLOMS AS DEPICTED ON ATTACHED DRAWING.

**Summary of Request (list type of uses)**

RESPECTFULLY REQUEST TO MAINTAIN AND CONTINUE TO USE EXISTING BARRS AND  
 MOORING FLOATS AS DEPICTED ON ATTACHED DRAWING, TO FACILITATE MOORAGE OF  
 PRIVATE AND COMMERCIAL VESSELS.

### MAPS FOR SHORELINE PERMIT, CONDITIONAL USE, AND VARIANCE APPLICATIONS

Draw all maps to a scale of not more than 50 feet to the inch, clearly indicating scale on lower right corner of the map. Submit 5 copies of all maps with application.

**(a) SITE PLAN MAP.** Include on map:

Show which areas are shorelines and which are shorelines of state-wide significance:

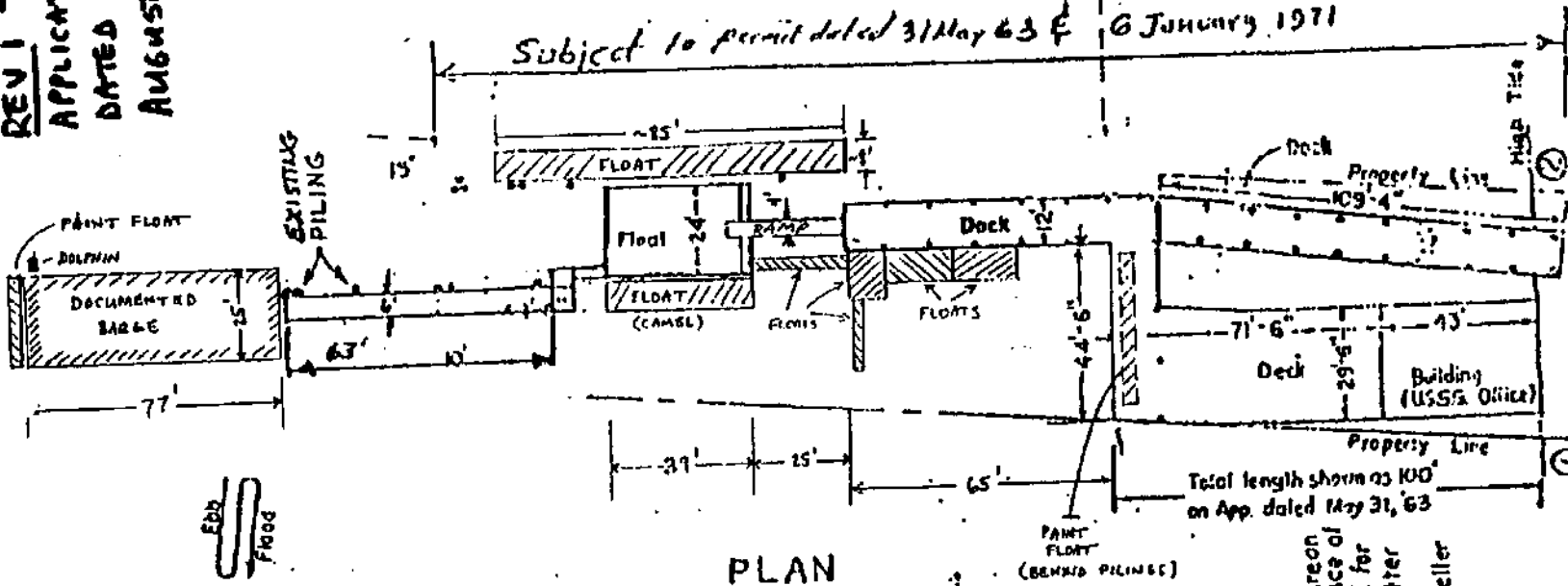
- (1) Site boundary and dimension in vicinity of project.
- (2) Land contours using five-foot intervals or cross sections. If project includes grading, filling, or other alteration of contours, then either:
  - (i) Indicate existing and proposed contours and items (3) through (8) below: OR
  - (ii) Provide two cross sections, one showing existing ground elevations and height of structure, the second showing proposed ground elevations and height of proposed structures, with both showing items (3) through (3) below.
- (3) Size and location of existing improvements which will be retained.
- (4) Ordinary high-water mark.
- (5) Dimensions of proposed structures.
- (6) Maximum height of proposed structures above existing grade level.
- (7) Identify source, composition, and volume of fill materials if applicable.
- (8) Identify composition and volume of sand extracted materials and identify proposed disposal area.
- (9) Location of proposed utilities, such as sewer, septic tanks and drain fields, water, gas and electricity.
- (10) If the proposed development includes septic tanks, does proposed development comply with local health and state regulations?
- (11) If applying for variance from setback requirements, indicate on site plan location of structures on adjacent properties.

**(b) VICINITY MAP.**

- (1) Indicate site location using natural point of references (roads, state highways, prominent landmarks, etc.).
- (2) If the development involves the removal of any solids by dredging or otherwise, please identify the proposed development site on the map. If the disposal site is beyond the confines of the vicinity map, provide another vicinity map showing the precise location of the site and its distance to the nearest city or town.

**(c) Provide a brief narrative description of the general nature of the improvements and land uses within 1000 feet in all directions from the development site. (i.e., residential to the north, commercial to the south, etc.)**

REV 1 TO  
APPLICATION  
DATED  
AUGUST 4,



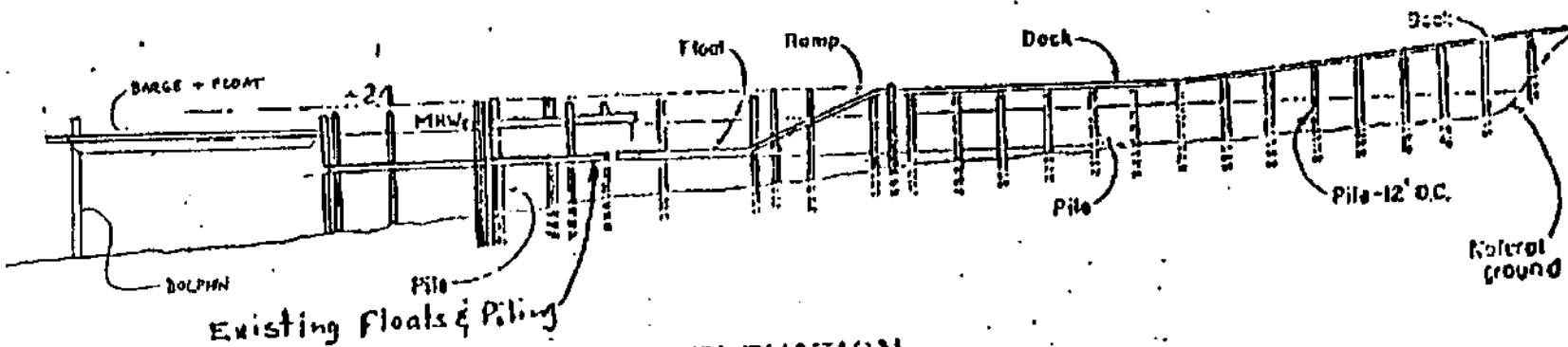
**PLAN**  
Scale: 1"=50'

Facilities shown hereon used for maintenance of fishing vessels and for part of U.S.C.G. cutter - Point Glass. Boat house for Shelter for pleasure boat.

071-0YB-1-001623  
PROPOSED: Retain Existing Boat moorage Facility

In Gig Harbor, Duwamish River  
at Gig Harbor

County of Pierce State Wash.  
Application By: Nick Tarniochin & George Laid  
Sheet of 2 Date 10/2/75  
REV 4 DEC 81



**ELEVATION**  
Scale: 1"=50'

PURPOSE: Private Boat Moorage

Dolan, MUELLER, S&C  
ADJACENT PROPERTY OWNERS:

1. Mrs. Matt Ananovich  
2. Mr. Joseph Ancich

## **Addendum to Ancich Shoreline Permit Application**

List of watercraft to be moored at facility. Ones marked with an asterisk (\*) are live-aboard vessels.

- 22 foot Catalina Sailboat
- 34 foot Gillnetter "Trinity"
- 28 foot Gillnetter "Pappy"
- \* 145 foot Commercial Charter "Modoc"
- 99 foot Commercial Charter "Good Life"
- 21 foot Sailboat
- 58 foot Purse Seiner "Memories"
- 28 foot Sailboat
- 42 foot Cruiser "Bluefin"
- \* 50x15 foot vessel "Martha B" (documented vessel)
- 76x25 foot barge and workshop (documented vessel)
- 58 foot Purse Seiner "Kathy H"
- 56 foot Purse Seiner "Hydra"
- 64 foot Purse Seiner "Elector"
- 65 foot Purse Seiner "Frisco"
- 66 foot Purse Seiner "Shannondoah"
- 67 foot Purse Seiner "Equator"
- 87 foot Tender "Beryl E"
- 64 foot Purse Seiner "St. Mary"
- 40 foot Herring Seiner "Osprey"

Note: Room exists for additional watercraft to occupy space at the facility on a temporary/transient basis (approximately 8 to 10 vessels ranging in size from 16 to 60 feet).



DRIVEWAY

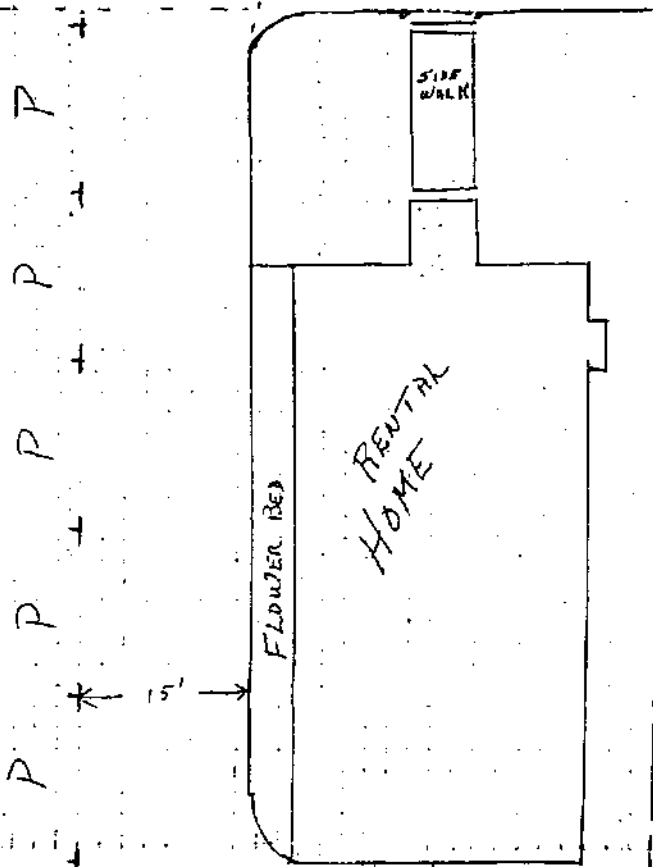
CITY SIDE WALK

BULK HEAD + PROP LINE

15'

PROP LINE

12'



SIDE WALK

FLOWER BED

RENTAL HOME

PROP LINE

STAIRS

LAWN

BULK HEAD STAIRS GRASS BULK HEAD

GRASS

BULK HEAD

Deck

BULK HEAD

(OHWM)

OFFICE







City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes Hill*  
**SUBJECT: EAST-WEST ROAD - CONSULTANT SERVICES CONTRACT,**  
**SUPPLEMENTAL AGREEMENT NO. 1**  
**DATE: FEBRUARY 16, 1998**

#### **INTRODUCTION/BACKGROUND**

On January 28, 1999, Council approved a Consultant Services Contract with the geotechnical engineering consulting firm HWA Geosciences, Inc., to perform additional geotechnical investigation in the vicinity of the roundabout to establish the soils characteristics for completion of the retaining wall design. On February 8, 1999, soils investigation by HWA Geosciences staff revealed unsuitable soils (muck) extending from about five to eight feet below the surface to a depth beyond the reach of the mechanical excavator used to dig the test pits.

Stable (suitable) soil conditions are needed to ensure stability of both the retaining wall and roadway fill (embankment). In order to complete project design in the roundabout, more extensive soils exploration is needed to determine the most cost-effective option(s) for placing additional fill material, and the retaining wall.

Staff has negotiated a supplemental agreement with HWA Geosciences, Inc., to perform additional geotechnical investigation of the site at depth, and to provide alternative solutions for constructing the fill and retaining wall for the roundabout.

#### **FISCAL CONSIDERATIONS**

The original contract amount was for \$8,547. The Supplemental Agreement is in the amount of \$11,831, for a total not-to-exceed expenditure of \$20,378. Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Supplemental Agreement to the Consultant Services Contract executed January 25, 1999 with HWA GeoSciences, Inc., for geotechnical engineering services for the East-West Road Project, in an amount not to exceed eleven thousand eight hundred thirty-one dollars and no cents (\$ 11,831.00).

**AMENDMENT TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HWA GeoSciences, Inc.**

THIS AMENDMENT is made to the AGREEMENT, dated January 25, 1999, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HWA GeoSciences, Inc. organized under the laws of the State of Washington, located and doing business at 4500 SW Kruse Way, Suite 300, Lake Oswego, Oregon 97035-2562 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of the East-West Roadway Project and desired that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement of January 25, 1999 (hereinafter the "Agreement"); and

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

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

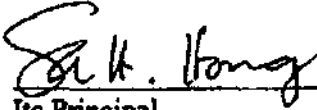
**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in Exhibit A - Scope of Services, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in Exhibit A to the Amendment in the amount of: **twenty-thousand three-hundred seventy-eight dollars and no cents (\$20,378.00)**. This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this amendment to the Agreement on this  
18th day of February, 1999.

THE CITY OF Gig Harbor

By:   
Its Principal

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

Notices to be sent to:

CONSULTANT  
HWA GeoSciences, Inc.  
Attn: Andre Mare  
4500 SW Kruse Way, Suite 300  
Lake Oswego, Oregon 97035-2562

Wes Hill, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

**EXHIBIT A**  
**Scope of Services – TASK 2**  
**February 16, 1999**

**PROJECT ADDITIONAL EXPLORATION AND ANALYSIS**

HWA recently completed six test pits and performed laboratory testing on samples. Four of the test pits were located in the vicinity of the proposed fill embankment north of the current intersection of Canterwood Boulevard and Burnham Drive. These four test pits encountered very compressible, low strength materials to depths greater than the total reach of the trackhoe. The test pits also encountered materials which may possess high liquefaction potential. Additional explorations and laboratory testing are required in order to properly assess liquefaction potential, embankment stability, to estimate settlements, and provide recommendations for cost-effective alternatives (alternatives to complete removal and replacement of compressible soils beneath the embankment).

**SCOPE OF SERVICES**

We propose a supplemental study that includes the following tasks:

**Task 100 SUBSURFACE EXPLORATION** Plan and conduct a subsurface exploration program consisting of five to six borings to depths of 25 to 35 feet. Four to five borings will be located in the vicinity of the proposed embankment fill on the north side of the roundabout. An additional boring will be drilled in the vicinity of the proposed retaining wall, on the south side of the embankment. HWA will perform in-situ testing, obtain soil samples at selected intervals, and log the subsurface conditions encountered.

Permission to access the site to perform our work will be arranged by the City. Temporary removal of traffic guard-rails, if required, will be performed by the City.

A track-mounted drill rig will be used. The tracks will cause some disturbance to the existing ground, although we will be careful to limit the amount of such disturbance. HWA's scope of work does not include regrading or revegetating disturbed areas.

**Task 200 LABORATORY TESTING** Conduct additional laboratory testing to determine geotechnical engineering properties of on-site soils. The laboratory program may include determination of natural moisture content, grain size distribution, direct shear strength, and consolidation.

**EXHIBIT A**  
**Scope of Services – TASK 2**  
**February 16, 1999**

**Task 300 DATA ANALYSIS** Perform engineering analysis and evaluation of data derived from the exploration program, with respect to the items listed under task 400, below.

**Task 400 REPORT** Incorporate the results of the additional field work and analyses into the report begun under our previous contract. The report will include geotechnical engineering recommendations pertaining to the following additional items:

- a) Liquefaction potential of site soils. The potential for liquefaction of soils at the base of the embankment will be evaluated using the results of in-situ testing and laboratory test data. Potential effects of liquefaction will be discussed and recommendations provided to mitigate effects.
- b) Based on existing data, the overall rotational stability of the proposed 2H:1V embankment appears marginal in some locations, unless removal of compressible fill soil is carried out. Using the results of the in-situ testing and laboratory test data, we will perform analyses to assess slope stability in several locations along the proposed embankment. We will provide recommendations to improve the stability of the embankment to acceptable levels (alternatives to complete removals).
- c) Estimate settlement. Long and short-term settlement of the embankment will be evaluated for each of the alternatives presented in a) and b), above. Measures to mitigate potential settlements will be discussed.

**EXHIBIT B  
SCHEDULE OF RATES  
AND ESTIMATED  
HOURS**

**Cost Estimate**  
**Supplemental Geotechnical  
Engineering Study**  
**East-West Arterial - West  
End Intersection**  
**Gig Harbor, Washington**

HWA 99010  
Ref:  
Date: 16-Feb-99

Revised:  
  
Prepared By: ADM

**PROPOSED SCOPE:**  
Refer to attached letter dated  
February 16, 1999 for specific  
scope of work proposed.

**ESTIMATED HWA  
LABOR:**

WORK TASK DESCRIPTION	PERSONNEL & HOURLY RATES						TOTAL HOURS	TOTAL AMC
	Principal \$135	Proj. Mgr. \$100	Proj. Eng. \$85	Field Eng. \$0	Proj. Geol. \$65	CADD \$60		
Field prep. / Scheduling			5				5	\$425
Borehole Logging			20				20	\$1,700
Logs / Graphics Preparation			4		4	2	10	\$720
Engineering Evaluations	2		10				12	\$1,120
Report Preparation			8			2	12	\$880
<b>LABOR:</b>	<b>2</b>	<b>0</b>	<b>47</b>	<b>0</b>	<b>4</b>	<b>4</b>	<b>59</b>	<b>\$4,845</b>

**LABORATORY TEST  
SUMMARY:**

Test	Est. No.	Unit	Total
	Tests	Cost	Cost
Moisture Content	35	\$12	\$420
Grain Size Analysis	2	\$70	\$140
Consolidation	3	\$450	\$1,350
Direct Shear	2	\$330	\$660
<b>LAB TOTAL:</b>			<b>\$2,570</b>

**ESTIMATED  
DIRECT  
EXPENSES:**

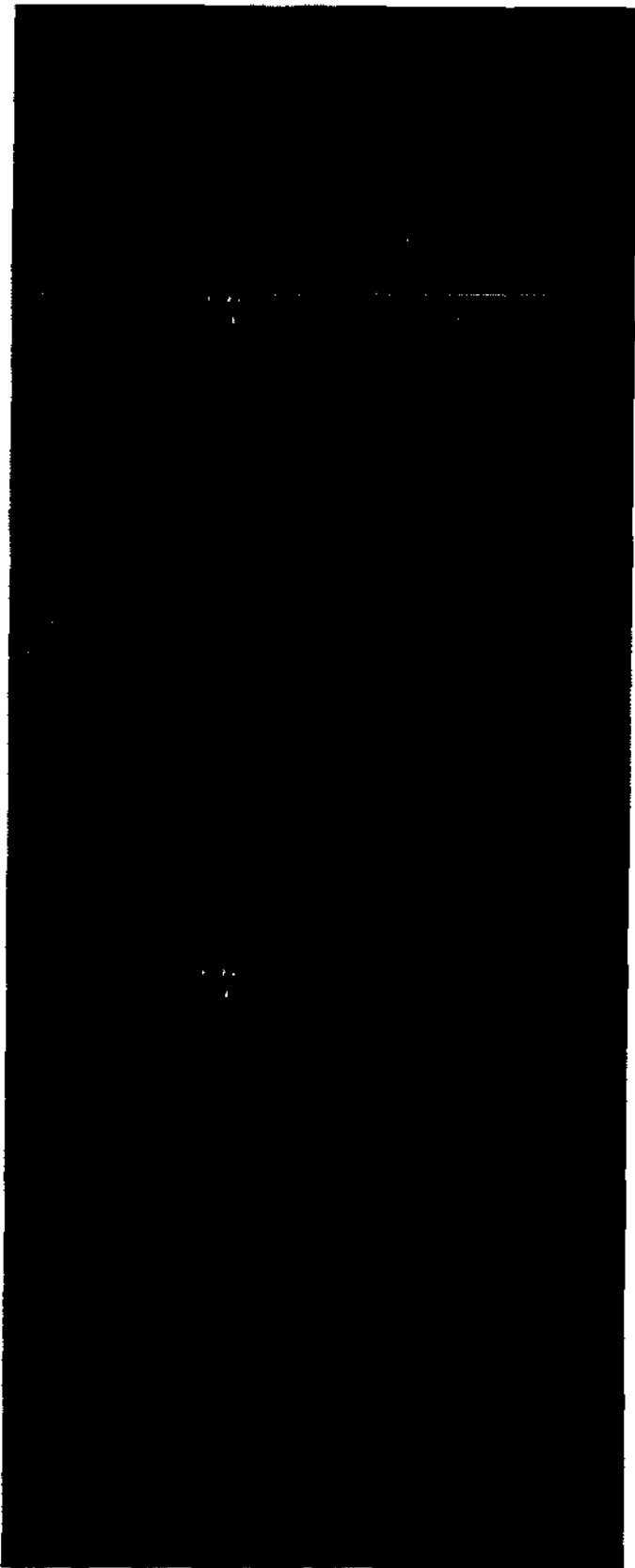
Mileage @ \$0.315/mile	\$118
Laboratory Testing Per Diem	\$2,570
<b>Subtotal:</b>	<b>\$2,788</b>

**SUBTRACTOR  
COSTS:**

Drill Rig Mobilization on Drilling	\$350
	\$5,

**EXHIBIT B  
SCHEDULE OF RATES AND  
ESTIMATED HOURS**

February 16, 1999



Sales Tax	\$289
@ 8.2%	
Subtotal:	\$3,816

<b>PROJEC</b>	
<b>T</b>	
<b>TOTALS</b>	
<b>AND</b>	
<b>SUMMA</b>	
<b>RY:</b>	
Total	\$4,845
Labor Cost	
Direct	\$2,788
Expenses	
Subcontra	\$4,198
ctor Costs	
+ 10%	
<b>TOTAL</b>	<b>\$11,831</b>
:	







City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes Hill*  
**SUBJECT: PURCHASE AUTHORIZATION - JERISICH PARK DOCK DECKING**  
**DATE: FEBRUARY 16, 1999**

#### **INTRODUCTION/BACKGROUND**

The 1999 budget provides for replacement of the deteriorated and uneven decking and handrail at the Jerisich Park pier. The work will be performed by Public Works Department staff.

Price quotations for the treated timber materials (delivered) were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Respondent</u>	<u>Base Amt.</u>	<u>Sales Tax</u>	<u>Total (w/ s.t.)</u>
McFarland Cascade, Inc.	\$ 7,620.38	\$ 640.11	\$ 8,260.49
Matheus Lumber Co., Inc..	\$ 7,338.35	\$ 674.10	\$ 8,512.45
Lumbermen's	\$ 9,117.38	\$ 729.39	\$ 9,846.77

The lowest price quotation received was from McFarland Cascade, Inc., of Tacoma in the amount of \$8,260.49, including state sales tax.

Work is expected to begin in early March following delivery of the material.

#### **ISSUES/FISCAL IMPACT**

Budgeted funds are available for purchase of the materials, and to complete the work using City forces.

#### **RECOMMENDATION**

Staff recommends that Council authorize purchase of the treated timber for the Jerisich Park pier from McFarland Cascade, Inc., as the lowest responsible respondent, for their price quotation proposal amount of eight thousand two-hundred sixty dollars and forty-nine cents (\$ 8,260.49), including state sales tax.

TO: MCFARLAND CASCADE ATTN: RON

FROM: THE CITY OF GIG HARBOR

SUBJ: LUMBER PRICES

DATE: JAN 25, 1999

ALL LUMBER TO BE DOUG FIR #2 OR BETTER TREATED WITH  
CHEMONITE  
MEMBERS WILL BE SUBJECT TO SPLASH OR IN GROUND  
CONTACT. CHEMONITE RETENTION AWPB lbs/ft<sup>3</sup> = .6  
[AWPB LP 22]

	<u>EA</u>	FLOAT	<u>EA</u>
DECKING			
9-2"x12"x8'	12.32	1-6"x6"x20'	52.38
19-2"x12"x14'	21.56		
134-2"x12"x18'	27.72		
67-2"x12"x20'	30.80		
FOLLING RAILING .40 CCA OUTDOOR WOOD DECK GRADE			
RAILING	<u>EA</u>		
28-4"x4"x10'	6.67		
12-2"x8"x14'	10.27		
6-2"x8"x18'	13.20		
60-2"x8"x20'	14.67		

Sub Total  
7620.58  
Tax 1.034

TOTAL W/TAX  
\$8,260.49

PLEASE FAX PRICE FOR THESE METERIALS TO GIG HARBOR  
PUBLIC WORKS DEPT. FAX # [253]-851-8408] OR FOR  
QUESTIONS PHONE MARCO OR DAVE AT PH# [253-851-8406]  
PLEASE HAVE PRICES TO US ON OR BEFORE FEB. 5, 1999

THANKYOU  
MARCO MALICH

2/5/99

Quote valid until 2/23/99.  
Availability 30 Days (Prot) from  
date of order.

Thanks,  
Ron Schuman

2/8/99

# Memorandum

**To:** WES HILL  
**From:** DAVE BRERETON  
**Date:** 02/08/99  
**Re:** JERISICH PARK MAINTENANCE

ATTACHED ARE 3 PRICE QUOTES MARCO HAS OBTAINED FOR MATERAILS TO REPLACING THE PLANKS AND RAILING AT JERISICH PARK. THIS IS PART OF OBJECTIVE #3 IN THIS YEARS PARK BUDGET FOR IMPROVEMENTS TO JERISICH DOCK.

MCFARLAND.....	8,260.49
MATHEUS LUMBER.....	8,512.45
LUMBERMANS.....	9,846.77

WE HAVE \$21,000.00 BUDGET FOR THIS PORTION OF THE OBJECTIVE AND MCFARLAND APPEARS TO HAVE SUBMITTED THE LOWEST PROPOSAL AT 8,260.49

PLEASE LET ME KNOW IF YOU NEED ANY FURTHER INFORMATION

**TO: McFARLAND CASCADE ATTN; RON**

**FROM: THE CITY OF GIG HARBOR**

**SUBJ: LUMBER PRICES**

**DATE: JAN 25,1999**

**ALL LUMBER TO BE DOUG FIR #2 OR BETTER TREATED WITH  
CHEMONITE  
MEMBERS WILL BE SUBJECT TO SPLASH OR IN GROUND  
CONTACT. CHEMONITE RETENTION AWPB lbs/ft3 = .6  
[AWPB LP 22]**

**DECKING**

**9-2"x12"x8'**

**19-2"x12"x14'**

**134-2"x12"x18'**

**67-2"x12"x20'**

**FOLLOWING RAILING .40 CCA OUTDOOR WOOD DECK GRADE  
RAILING**

**28-4"x4"x10'**

**12-2"x8"x14'**

**6-2"x8"x18'**

**60-2"x8"x20'**

**FLOAT**

**1-6"x6"x20'**

**PLEASE FAX PRICE FOR THESE MATERIALS TO GIG HARBOR  
PUBLIC WORKS DEPT. FAX # [253]-851-8408] OR FOR  
QUESTIONS PHONE MARCO OR DAVE AT PH# [253-851-8406]  
PLEASE HAVE PRICES TO US ON OR BEFORE FEB. 5,1999**

**THANK YOU  
MARCO MALICH**

# MATHEUS LUMBER COMPANY, INC.

P.O. Box 2260  
 15800 Woodinville-Redmond Road NE  
 Woodinville, Washington 98072-2260  
~~(206) 226-2260~~ • Fax (425) 822-4028  
 1-800 284 7501 | ↳ 1-800-966-3121  
**FAX TRANSMITTAL SHEET**

TO: CITY of Gig Harbor FROM: JR Reynolds  
 TIME: PM.  
 DATE: 2-2-99

ATTN: MARCO MALICH  
 TOTAL PAGES TRANSMITTED 1  
 PLEASE RESPOND ON OR BEFORE \_\_\_\_\_  
 COMMENTS: \_\_\_\_\_

MATHEUS LUMBER is pleased to quote materials for the city maintenance yard as follows:

2/3TR, Doug Fir, P.T. .60 ACZA CHEMONITE

2x12	9/8	19/14	134/18	67/20	8180 bm	763/mbm	\$ 6241 <sup>34</sup>
6x6	1/20				60 bm	745/mbm	\$ 44 <sup>72</sup>

Select Structural, Hem Fir, P.T. .40 CLA - NO INCISE

2x8	swindal	12/14	6/18	60/20	1968 bm	676/mbm	\$ 1330 <sup>32</sup>
4x4	✓	28/10			373 bm	595/mbm	\$ 221 <sup>92</sup>

Sub total: \$ 7838<sup>35</sup>

Tax @ 8.6% \$ 674<sup>10</sup>

Grand total: \$ 8512<sup>45</sup>

FOB Gig Harbor.

Delivery 2 weeks or sooner  
 A.R.O.

THX !

JR Reynolds

OK

LUMBERMEN'S OF BIG HARBOR  
 5522 POINT FOSDICK RD NW  
 BIG HARBOR WA 98335-1709  
 (253) 858-9958 \*\*\*\*\*

**LUMBERMEN'S**  
**BUILDING CENTERS**

INVOICE #: 694274  
 DATE: 2/03/1999 PAGE:  
 2:58 PM

ACCOUNT: 500-00155600-000

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CITY OF BIG HARBOR  
 3105 JUDSON STREET  
 BIG HARBOR, WA 98335

S  
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MARCO MALICH  
 FAX 851-8408  
 851-8406

Post-it® Fax Note 7671

Date	2-3-99	# of Pages	1
To	MALIC	From	SMC
Co./Dept.		Co.	
Phone #		Phone #	
Fax #		Fax #	

SELLING STORE 506 SHIPPING STORE 506 SALES PERSON 5604 SCOTT F  
 CUSTOMER P.O. # TERMS 30 DAY CHARGE

QUANTITY ORDERED	QUANTITY SHIPPED	LINE	ITEM	DESCRIPTION			
9		EA	2KF21200	LUMBER LISTED BELOW IS CHEMONITE TREATED TO .60 RETENTION 2/BTR DOUG FIR	.144MBF	890.00	128.1
19		EA	2KF21214	*2X12 8FT KD FIR #2 & BTR	.532MBF	890.00	473.1
134		EA	2KF21218	2X12 18FT KD FIR #2 & BTR	4.824MBF	890.00	4,293.3
67		EA	2KF21220	2X12 20FT KD FIR #2 & BTR	2.68MBF	890.00	2,385.1
1		EA	2GF60620	6X6 20FT GR #2 & BTR FIR	.06MBF	990.00	59.4
28		EA	.MI01000	4X4X10 OUTDOOR WOOD	28	10.75	301.0
12		EA	.MI01000	2X8X14 OUTDOOR WOOD	12	14.69	176.2
6		EA	.MI01000	2X8X18 OUTDOOR WOOD	6	18.85	113.1
60		EA	.MI01000	2X8X20 OUTDOOR WOOD	60	19.79	1,187.4
				4X4 AND 2X8 IS CCA TREATED OUTDOOR WOOD			
				** WHITE COPY TO OFFICE **			

Expires: 3/01/1999

CUSTOMER SIGNATURE X	# 33108	NET SALE	TAXABLE SALE	TAX %	TAX	TOTAL
		9117.38	9117.38	8.00	729.39	9846.77

729.39

9846

TO: MCFARLAND CASCADE ATTN; RON

FROM: THE CITY OF GIG HARBOR

SUBJ: LUMBER PRICES

DATE: JAN 25, 1999

ALL LUMBER TO BE DOUG FIR #2 OR BETTER TREATED WITH CHEMONITE MEMBERS WILL BE SUBJECT TO SPLASH OR IN GROUND CONTACT. CHEMONITE RETENTION AWPB lbs/ft3 = .6 [AWPB LP 22]

DECKING	<u>EA</u>	FLOAT	<u>EA</u>	52.35
9-2"x12"x8'	12.32	1-6"x6"x20'	52.38	110.85
19-2"x12"x14'	21.56			409.64
134-2"x12"x18'	27.72			3714.48
67-2"x12"x20'	30.80			2063.60
FOLLING RAILING .40 CCA OUTDOOR WOOD DECK GRADE				186.76
RAILING <sup>WINOX</sup>	<u>EA</u>			123.24
28-4"x4"x10'	6.67			79.20
12-2"x8"x14'	10.27			580.20
6-2"x8"x18'	13.20			
60-2"x8"x20'	14.67			
			<b>TOTAL</b>	<b>7,620.38</b>

PLEASE FAX PRICE FOR THESE MATERIALS TO GIG HARBOR + tax 8.4  
 PUBLIC WORKS DEPT. FAX # [253]-851-8408] OR FOR 640.11  
 QUESTIONS PHONE MARCO OR DAVE AT PH# [253-851-8406]  
 PLEASE HAVE PRICES TO US ON OR BEFORE FEB. 5, 1999. **\$ 8,260.49**

THANKYOU  
MARCO MALICH

2/5/99

Quote valid until 2/15/99.  
Availability 30 Days (Prox) from  
date of order.

Thanks,  
Ron Scherman







City of Gig Harbor. The "Maritime City"

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

**TO:** MAYOR WILBERT AND CITY COUNCIL MEMBERS  
**FROM:** WES HILL, P.E., PUBLIC WORKS DIRECTOR *Wes Hill*  
**SUBJECT:** PUMP STATION 3 REPLACEMENT - CONSULTANT SERVICES CONTRACT  
**DATE:** FEBRUARY 17, 1999

#### **INTRODUCTION/BACKGROUND**

Pump Station 3 is the final pump station prior to discharge of raw sewage to the City's wastewater treatment plant. Presently, the pump station has a peak pumping capacity of 2.66-million gallons per day (mgd) based on two out of three 40-hp pumps in operation. This compares with average and peak design flows for the existing treatment plant of 1.6-mgd and 4.0-mgd, respectively. The National Pollutant Discharge Elimination System (NPDES) permit issued in 1997 for the City's expanded wastewater treatment plant requires that Pump Station 3 be upgraded to accommodate the 4.0-mgd peak flow.

Presently, the projected ultimate treatment plant capacity is 3.5-mgd. The current Pump Station has numerous deficiencies, including aging equipment and controls. Based on these deficiencies and future requirements, a new pump station in a different location has been determined necessary.

Following an advertisement for Statements of Qualifications, three firms were selected for interviews. Based on the interviews, evaluation of materials submitted for review, and references, Earth Tech, a civil/sanitary engineering firm, was selected as the most qualified firm to perform the work. Their selection was based on their understanding of the project, familiarity with the site and area, and previous work for the City and other agencies.

The contract provides for evaluation of two alternative sites for the replacement pump station. The scope anticipates that the evaluation will confirm that a location in City right-of-way on the west side of Harborview Drive, and slightly south of the current pump station, represents the best and least cost location for the necessary improvements to accommodate the current NPDES, and future flow requirements. The scope also includes an evaluation of Pump Station 2, and design of a replacement for the 10-inch asbestos-cement water main in Harborview Drive from its present terminus at the North Harborview Drive intersection south to approximately the site of the new pump station.

In order to reduce costs, the scope of services excludes the electrical engineering firm and services as originally proposed by Earth Tech. A separate consultant services contract with the electrical engineering company will be brought back for Council consideration.

#### **FISCAL CONSIDERATIONS**

Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Earth Tech, Inc., for the Pump Station 3 Replacement Project including water main replacement, and Pump Station 2 evaluation, in an amount not to exceed eighty-five thousand three hundred seventy-two dollars and no cents (\$ 85,372.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Earth Tech organized under the laws of the State of Washington, located and doing business at 10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor, Bellevue, Washington 98004 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design of a replacement for Pump Station 3 in fulfillment of Special Condition S4.F.3 of the National Pollutant Discharge Elimination System Permit, No. WA-002395-7, issued for the City's wastewater treatment plant on August 15, 1997; evaluation of Pump Station 2; and design of replacement for a segment of asbestos-cement water line in Harborview Drive, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 17, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A - Scope of Services, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed eighty-five thousand three-hundred seventy-two dollars and no cents (\$85,372.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in Exhibit B - Schedule of Rates and Estimated Hours. The Consultant shall not bill for Consultant's staff not identified or listed in Exhibit B or bill at rates in excess of the hourly rates shown in Exhibit B; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed by December 31, 1999; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in Exhibit A. If delivered to one 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

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

#### XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of 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:

Earth Tech  
Attn: Kris Guttormsen  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, WA 98004

Mr. Wes Hill, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

#### 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 \_\_\_\_\_, 19\_\_.

By:



Its Principal

*Richard L. Schacher*  
Vice President

Notices to be sent to:

CONSULTANT  
Earth Tech  
Attn: Kris Guttormsen  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, WA 98004

THE CITY OF Gig Harbor

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

Mayor

Wes Hill, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk



## **EXHIBIT A**

### **SCOPE OF SERVICES FINAL DESIGN OF REPLACEMENT FOR PUMP STATION NO. 3 CITY OF GIG HARBOR**

February 17, 1999

#### **GENERAL**

The following task descriptions define the professional services to be provided by the Consultant to select a pump station site and prepare Contract Documents for the construction of a new pump station to replace Pump Station No. 3. The work also includes investigating the feasibility of eliminating or options for upgrading Pump Station No. 2, and design of water main replacement from the existing valve near the new pump station, north to approximately North Harborview Drive.

The Consultant will serve as the Project Manager for the work described in this Scope of Services, providing overall direction, guidance and coordination of consultant staff and subconsultants. The Consultant will be the primary point of contact for all communications with the City, and will be responsible for coordinating the work under this Scope of Services with the City.

Reports and contract documents will be prepared in Microsoft Word 97 or newer format. Survey and plan information will be prepared in AutoCAD Release 14 format using Civil/Survey ver. 8 or newer. An electronic file copy will be included with each submittal for City review. A hard copy listing of the survey points generated by the Consultant will be submitted with the electronic file copy for the City's records.

#### **TASK 1- SURVEY**

Work included in this task group includes instrument topographic surveys of the sewer and water line alignment and proposed pump station sites.

##### **1.1 Topographic Survey**

Establish horizontal and vertical control based on existing survey information. Provide topographic survey within the right-of-way on Harbor View Drive from the manhole about 300 feet southeast of the existing Pump Station No. 3 (near the gravity manhole south of the existing pump station), northwesterly about 500 feet, along the treatment plant drive to the headworks. The survey shall also include the pump station site. Property lines along the area surveyed shall be included.

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As-built the sanitary and storm sewers, the water line and other utilities in the right-of-way, and show surface features.

**1.2 Topographic Map**

Process field data and prepare a topographic map with one-foot contour intervals. Map to include the right-of-way, approximate property lines, street features, structures, and utilities.

**TASK 2 - PUMP STATION SITE SELECTION**

Work under this task group will include a brief evaluation of two sites for construction of the new pump station. Site A is located immediately north of the wastewater treatment plant and immediately west of Harborview Drive. Site B is located west of Harborview Drive, in the street right-of-way, near the Union Oil parking area. The evaluation will also include replacement at the existing Pump Station No. 3 location. A letter report will be prepared which will present a general discussion of the options, including order of magnitude cost comparisons.

**2.1 Establish Design Flows**

Review the flow analyses and projections contained in the Wastewater Treatment Plant Facility Plan (February 1993), the 1993 Comprehensive Sanitary Sewer Plan, the 1999/1999 Comprehensive Sanitary Sewer Plan and flow data from the past 12 months. Verify that the flow analyses and projections are appropriate or modify as required. Consider flow constraints of existing equipment at the headworks, if applicable, to establish minimum flows.

**2.2 Estimate Conveyance Costs**

Based on the peak flows established in Task 2.1, determine size and slope of gravity pipe to convey sewage from the existing pump station to the two alternate sites. Select the proper construction method based on the depth of the sewer to each site and estimate sewer construction cost. It is anticipated, based on available information, that conventional open cut construction will not be feasible to Site A and that micro tunneling or directional drilling will be required. Open cut construction appears feasible for Site B.

**2.3 Estimate Pump Station Costs**

Based on the results of Task 2.2, determine the required pump station depth at each site and determine the appropriate construction method (Open cut, caisson, or sheet pile). Perform preliminary hydraulic calculations to size the force mains,

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select pumps, and size the pump station. Pumps shall be sized to allow pumping to relocated new headworks. The relocated headworks are likely to be up-slope from the existing headworks. Prepare order of magnitude construction cost estimates for each pump station alternative assuming the use of submersible pumps and influent grinder. Estimate the cost of the force main.

**2.4 Prepare Letter Report**

Prepare a brief letter report presenting the total estimated cost of the three alternatives. The report will also list non-monetary differences between the alternatives with respect to impact on the surroundings and on operation and maintenance. Submit a draft report to the City for review and comment. Produce a final report, incorporating the City's comments, recommending a pump station site.

**TASK 3 – PUMP STATION NO. 2 EVALUATION**

Pump Station No. 2 has a small wet well which causes the pumps to cycle on and off frequently. This mode of operation is reported to cause wear and to reduce the reliability of the pump station. Work under this task will evaluate the feasibility and estimate the cost of eliminating the pump station and conveying the sewage by gravity to the new Pump Station 3. As an alternative to eliminating the pump station, upgrading the station will also be evaluated. The evaluation will be done without geotechnical investigation or surveying along the alignment.

**3.1 Hydraulic Design**

Based on existing sewer plans and estimates of peak flow from the service area, determine the size of pipe and slope required to convey wastewater by gravity from Pump Station No. 2 to the new Pump Station No. 3.

**3.2 Establish Appropriate Construction Method for Gravity Sewer**

Based on the size of pipe required and the alignment of the new pipe, establish the most economical construction method. Because of the anticipated depth of the pipe, it is expected that either directional drilling or micro tunneling will be required.

**3.3 Establish Upgrade Requirements**

Based on discussions with City staff, determine current problems and shortcomings at the pump station. Identify upgrade alternatives and select the most cost-effective solution.

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**3.4 Prepare Construction Cost Estimates**

Prepare preliminary cost estimates for the two alternatives based on quotes from specialty contractors and equipment manufacturers.

**3.5 Prepare Letter Report**

The results of the work will be summarized in a brief letter report and submitted to the City for review and comments. A final report incorporating the City's comments will then be prepared.

**TASK 4 – GEOTECHNICAL INVESTIGATIONS**

Geotechnical services to support the design work will include the following work:

- Drill one test boring to a depth of 25 feet near the proposed pump station (Site B), within the City right-of-way, on Harborview Drive. Utility locations will be requested prior to the start of the drilling.
- Samples of the subsurface soils will be obtained during drilling, and the soil and groundwater conditions will be recorded by an experienced engineering geologist; N value blow counts will also be established at the sampling intervals.
- The results of the field exploration will be evaluated, and engineering recommendations made for the design and construction of the pump station; a groundwater pump test will not be conducted as part of this investigation.
- A final geotechnical report will be prepared and will contain our findings and recommendations.

**TASK 5 - PREPARATION OF CONTRACT DOCUMENTS**

Work under this task group includes final design and preparing contract documents for construction of the new pump station and associated influent piping and force mains. The budget has been prepared based on the assumption that the pump station will be located at Site B and that the pump station will be a submersible type station with grinding equipment. No superstructure will be provided. Work will also include design of a water main replacement for the segment of existing water main in Harborview Drive between approximately the existing valve near Site B to North Harborview Drive.

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Work will be divided into the following subtasks:

**5.1 Pump Station Arrangement, Equipment Selection & Sizing**

The pump station must be designed to operate properly with sewage containing significant quantities of rags and other materials that can clog pumps. This will require the use of grinding equipment or screens ahead of the pumps. Once the type of equipment has been selected, final hydraulic design will be completed and the capacity requirements of the equipment established. The selection of pumps will consider potential future relocation of the headworks to a higher elevation. Initially, the pumps must function properly when pumping to the existing cyclone degritting system. The dimensions and overall arrangement of the pump station will then be finalized.

The pump station will be designed with provisions for a pump around. It is anticipated that, initially, removal of pumps and grinding equipment will be accomplished using a portable lifting device.

The VFD's, soft starts, and controls for the pump station will be located in a below grade, climate conditioned, structure. Overall design of the pump station, including siting and emergency power generation and supply will include provisions/considerations for future above grade architectural structure. Other items to be evaluated/incorporated include the following:

General

- Provisions for electrical hoist
- VFD's: Robicon, Cutler Hammer, Allen Bradley or recommended alternative
- Telephone line to hook up existing telemetry
- Adequately sized staging area with containment features for cleaning and maintaining pumps and grinder(s)
- Water supply for cleaning pumps and grinders(s)
- Pump around for emergency situations

Generator

- Onan Generator with quiet muffler system
- 150-200 gallon fuel tank

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**Wet Well**

- Pressure or sonic transducer for pump controls and bar rack
- Rag removal system – grinder with provisions for dual grinder setup
- Bypass line for grinder removal/maintenance
- Anticorrosion rungs in wet well
- Lid access – double or large single door
- Overflow considerations – emergency overflow
- Three pump configuration
- Submersible pumps on stainless steel rail system – Flygt or recommended alternate

**5.2 Preparation of Contract Drawings**

Work under this task will include final design computation and layouts and preparation of contract drawings. The drawings will be computer generated using AutoCAD release 14 software, and will be organized into General, Civil, Structural, Mechanical and Electrical drawings. It is estimated that a total of 22 drawings will be required to show the appropriate details. A preliminary list of drawings are included at the end of this attachment.

Partially complete drawings will be submitted to the City for review and comments twice during the design phase, at approximately the 50 and 90 percent complete stage. Copies will also be submitted to agencies as directed by the City. Drawings submitted for review will be half-size (11" x 17").

**5.3 Preparation of Project Manual**

Work under this task will include preparation of the bidding documents, general conditions and technical specifications to supplement the construction drawings. The specifications will be based on the Consultant's standard format, with technical specifications in the CSI format.

The project manual will be submitted to the City for review with the drawings at the 90 percent complete stage.

**5.4 Preparation of Final Documents**

After the 90 percent review by the City and incorporation of the City's comments, updated contract documents will be submitted to the Department of Ecology for review and approval. Final documents, ready for bidding, will be produced after review comments have been incorporated.

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February 17, 1999

**5.5 Preparation of Cost Estimates**

An estimate of probable construction costs will be prepared at the 90 percent complete stage. Estimates of construction cost will be based on prices that appear to be appropriate at the time the plans upon which the estimate is based are completed. Statements of probable construction cost and detailed cost estimates prepared by the Consultant represents its best judgment as a professional design firm. It is recognized, however, that neither the Consultant nor the City has any control over the cost of labor, materials r equipment, over contractors' methods of determining bid prices, or over competitive bidding or market conditions. Accordingly, the Consultant cannot and does not guarantee that bids will not vary from any statement of estimated construction costs or other cost estimates it prepares.

**TASK 6 - ADDITIONAL/SUPPLEMENTAL WORK**

The consultant will perform supplemental tasks as requested by, and agreed to in writing, by the City. Scope and budget will be prepared and agreed to on an individual task assignment basis. If the City does not authorize a task order in writing, the Consultant will not be compensated for preparation of the scope and budget proposal for that task order.

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**PRELIMINARY LIST OF DRAWINGS**  
**PUMP STATION 3 REPLACEMENT**  
**CITY OF GIG HARBOR**

**General Drawings**

1. Cover Sheet
2. Vicinity Map/Index

**Civil Drawings**

3. Pump Station Site Plan
4. Site Details
5. Influent Sewer & Force Mains - Plan & Profile
6. Influent Sewer & Force Mains - Plan & Profile
7. Pipe Details
8. Existing Pump station Demolition

**Structural Drawings**

9. Structural Notes
10. Standard Structural Details
11. Standard Structural Details
12. Structural Plans
13. Structural Plans
14. Structural Sections
15. Structural Sections

**Mechanical Drawings**

16. Standard Mechanical Details
17. Mechanical Plan & Sections of Pump Station Structure
18. Mechanical Plan & Sections of Vault
19. Mechanical Details

**Electrical and I&C Drawings**

20. Electrical Symbols & Legend
21. Electrical One Line Diagram, Equipment Elevations, and Calculations
22. Site Plan & Details
23. Station Power & Control Plan & Elevation
24. Modifications to Plant Standby Power & Additions to Controls
25. Control Panel Elevations & CP Wiring Diagrams
26. Control Wiring Diagrams
27. Control Wiring Diagrams



# EXHIBIT B SCHEDULE OF RATES AND ESTIMATED HOURS

February 17, 1999



**LABOR BUDGET ESTIMATE**

**PUMP STATION NO. 3 REPLACEMENT - CITY OF GIG HARBOR**

Project Mng'r.: Kris Gultormsen

Date: 2/17/99

Task No	Name Salary	Project Manager Gultormsen \$40.81		Civil Engineer Nordin \$35.25		Structural Engineer KC Chen \$36.40		Mechanical Engr Gultormsen \$40.81		CAD Tech Team \$23.15		Surveyor Office Work \$26.79		Survey Crew \$38.18		Word Processor Spangola \$15.95		Total	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1.1	Topographic Survey		\$0		\$0		\$0		\$0		\$0		\$0	40	\$1,527		\$0	40	\$1,527
1.2	Topographic Map		\$0		\$0		\$0		\$0		\$0		\$0	40	\$1,072		\$0	40	\$1,072
	Total Task 1	0	\$0	0	\$0	0	\$0	0	\$0	0	\$0	40	\$1,072	40	\$1,527	0	\$0	80	\$2,699
2.1	Establish Design Flows	3	\$122		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$122
2.2	Estimate Conveyance Costs		\$0	4	\$141		\$0		\$0		\$0		\$0		\$0		\$0	4	\$141
2.4	Estimate Pump Station Costs		\$0		\$0		\$0	4	\$183		\$0		\$0		\$0		\$0	4	\$183
2.5	Prepare Letter Report	3	\$122		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$122
	Total Task 2	6	\$245	4	\$141	0	\$0	4	\$183	0	\$0	0	\$0	0	\$0	0	\$0	14	\$549
3.1	Hydraulic Design	3	\$122		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$122
3.2	Establish Construction Method		\$0	2	\$71		\$0		\$0		\$0		\$0		\$0		\$0	2	\$71
3.3	Establish Upgrade Requirements	4																	
3.4	Prepare Construction Cost Estimate		\$0	2	\$71		\$0	4	\$183		\$0		\$0		\$0		\$0	6	\$234
3.5	Prepare Letter Report	3	\$122		\$0		\$0		\$0		\$0		\$0		\$0		\$0	3	\$122
	Total Task 4	10	\$245	4	\$141	0	\$0	4	\$183	0	\$0	0	\$0	0	\$0	0	\$0	14	\$549
5.1	Equipment Selection & Sizing	0	\$0		\$0		\$0	12	\$498		\$0		\$0	0	\$0		\$0	12	\$498
5.2	Preparation of Contract Drawings	16	\$653	32	\$1,128	68	\$2,476	60	\$2,448	240	\$8,656		\$0		\$0		\$0	416	\$12,261
5.3	Preparation of Project Manual	16	\$653	12	\$423	6	\$231	18	\$653		\$0		\$0		\$0	32	\$510	64	\$2,531
5.4	Preparation of Final Documents	8	\$328		\$0		\$0	18	\$653	20	\$653		\$0		\$0	4	\$64	48	\$1,806
5.5	Preparation of Cost Estimates	2	\$82	8	\$282	6	\$231	8	\$326		\$0		\$0		\$0		\$0	26	\$861
	Total Task 5	42	\$1,714	52	\$1,830	84	\$3,058	112	\$4,571	260	\$8,019	0	\$0	0	\$0	36	\$574	686	\$17,768
	Total Direct Cost/Row Salary Cost	58	\$2,204	60	\$2,195	84	\$3,058	120	\$4,897	280	\$8,019	40	\$1,072	40	\$1,527	38	\$574	694	\$21,466
	Indirect Cost @ 168.00%		\$3,720		\$3,570		\$5,161		\$8,298		\$10,160		\$1,808		\$2,578		\$969		\$26,234
	Subtotal		\$5,924		\$5,865		\$8,219		\$13,194		\$18,179		\$2,880		\$4,105		\$1,543		\$57,699
	Profit @ 15%		\$889		\$863		\$1,233		\$1,976		\$2,427		\$432		\$618		\$232		\$8,655
	Subtotal		\$6,812		\$6,728		\$9,452		\$15,170		\$20,606		\$3,313		\$4,721		\$1,775		\$66,354
	Allowance																		\$10,000
	Reimbursable Expenses																		\$9,017
	Total Contract Amount																		\$85,372

**EXHIBIT B  
SCHEDULE OF RATES AND ESTIMATED HOURS**

February 17, 1999

**EXPENSE ESTIMATE**

**PUMP STATION NO. 3 REPLACEMENT - CITY OF GIG HARBOR**

PM: Kris Guttomsen

Date: 02/17/99

Item	Unit	Rate	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount		
Lodging	per day	\$0		\$0		\$0		\$0		\$0		
Meals	per day	\$0		\$0		\$0		\$0		\$0		
Mileage	\$0.31 per mile	\$0	100	\$31		\$0		\$0	200	\$62		
Car Rental	per day	\$0		\$0		\$0		\$0		\$0		
Air Travel	round trip	\$0		\$0		\$0		\$0		\$0		
Parking & Misc.										\$0		
Telephone/Fax						10			50	\$60		
Postage										\$0		
Delivery & Shipping										\$0		
Supplies										\$0		
Xerox Copies	\$0.10 each	\$0	200	\$20	150	15			1,000	100	\$135	
Small Check Prints	\$2.00 each	\$0		\$0					50	100	\$100	
Large Check Prints	each	\$0		\$0							\$0	
Small Plots	each	\$0		\$0							\$0	
Large Plots	each	\$0		\$0							\$0	
Printing									1,000		\$1,000	
Subconsultants											\$0	
Robert Pride								3,200			\$3,200	
CAD Computer	\$15.00 per hour								260	3,900	\$3,900	
Engineer's PC											\$0	
WordPro PC											\$0	
Other Expenses			100								\$100	
<b>Sub Total</b>				<b>\$100</b>		<b>\$51</b>		<b>\$25</b>		<b>\$3,200</b>	<b>\$5,212</b>	<b>\$8,588</b>
Markup @ 5%				\$5		\$3		\$1		\$160	\$261	429
<b>Total Earth Tech Expenses</b>				<b>\$105</b>		<b>\$54</b>		<b>\$26</b>		<b>\$3,360</b>	<b>\$5,473</b>	<b>\$9,017</b>
Casne												\$0
<b>Total Expenses</b>				<b>\$105</b>		<b>\$54</b>		<b>\$26</b>		<b>\$3,380</b>	<b>\$5,473</b>	<b>\$9,017</b>



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes Hill*  
**SUBJECT: ENGINEERING STUDY - CONSULTANT SERVICES CONTRACT**  
**DATE: FEBRUARY 18, 1999**

#### **INTRODUCTION/BACKGROUND**

The National Pollutant Discharge Elimination System (NPDES) permit issued August 15, 1997 for the City's expanded wastewater treatment plant, and the September 30, 1997 settlement agreement with the Waste Action Project stipulate that the City perform an engineering study to evaluate discharge alternatives, including extension of the City's outfall outside Gig Harbor.

Following an advertisement for Statements of Qualifications, and telephone calls to six sanitary engineering firms, the six firms responded with statements of interest. Three firms subsequently declined further consideration due to other commitments, and the remaining three firms were interviewed. Based on the interviews, evaluation of materials submitted for review, and references, the consulting team lead by Earth Tech, civil/sanitary engineering firm, was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the site and area, qualifications of their consultant team, and previous work for the City and other agencies.

The scope of services provides for evaluation of wastewater disposal and related treatment options, including water reuse and extension of the outfall outside the harbor. The Consultant will utilize information from the previous water quality monitoring efforts, the "Effluent Mixing Study ('98), the currently in-process update of the Comprehensive Sanitary Sewer Plans, and 1993 Wastewater Facility Plan. A major component of the Engineering Study will be evaluation of potential outfall locations.

Due to issues relating to Article XIII in the City's standard contract, and in order to reduce costs, separate contracts will need to be executed for the consultant team. The outfall and water quality evaluation will be performed primarily by Cosmopolitan Engineering Group of Tacoma. Jones and Stokes Associates, Inc., will focus on fisheries impacts related to the outfall, dispersion analysis for the outfall, environmental issues and documents, and public involvement.

#### **FISCAL CONSIDERATIONS**

Sufficient funds are available for this work.

#### **RECOMMENDATION**

I recommend that the Council authorize execution of the Consultant Services Contract with Earth Tech for the Engineering Study for the Wastewater Treatment Plant, in an amount not to exceed fifty-three thousand nine hundred forty-eight dollars and no cents (\$ 53,948.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Earth Tech organized under the laws of the State of Washington, located and doing business at 10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor, Bellevue, Washington 98004 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the preparation of an Engineering Study to satisfy Special Condition S4.G of the National Pollutant Discharge Elimination System Permit, No. WA-002395-7, issued for the City's wastewater treatment plant on August 15, 1997, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 18, 1999, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed **fifty-three thousand nine-hundred forty-eight dollars and no cents (\$53,948.00)** for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** is to be completed within 360 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to one 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

3. Professional Liability insurance with limits no less than \$1,000,000 limit per occurrence.

C. Any payment of deductible or self insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 Public Works Director and the City shall determine the term or provision's true intent or meaning. The City Public Works Director shall also decide all questions which may arise between the parties relative to the actual services provided or to the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Public Works Director's determination in a



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

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

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of 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:

Earth Tech  
Attn: Jeff Howard  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, WA 98004

Wes Hill, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

#### **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 \_\_\_\_\_, 19\_\_.

THE CITY OF Gig Harbor

By:   
Its Principal

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

Notices to be sent to:

CONSULTANT  
Earth Tech  
Attn: Jeff Howard  
10800 NE 8<sup>th</sup> Street, 7<sup>th</sup> Floor  
Bellevue, WA 98004

Wes Hill, P.E.  
Director of Public Works  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**WASTEWATER ENGINEERING STUDY**  
**CITY OF GIG HARBOR**

**INTRODUCTION**

This scope of services describes the work necessary to prepare an Engineering Study and Report for wastewater treatment plant improvements and effluent discharge alternatives. The report will evaluate the feasibility and cost of continued discharge of effluent to Gig Harbor (at a higher level of treatment, if necessary); versus the cost and feasibility of extending the outfall to the Tacoma Narrows (possibly with a lesser degree of treatment). Effluent reuse will also be considered as a discharge alternative.

The work will be conducted for the proposed effluent flow range assigned to the next treatment plant expansion. The outfall evaluation will consider the impacts / feasibility of the outfall based on the 20-year flow projection from the 1998/99 "Comprehensive Sanitary Sewer Plan Update" (by others).

The report will be prepared to meet the requirements of WAC 173-240-060, but will not address the City's collection system and pump stations. It is our understanding that the Comprehensive Sewer Plan can be incorporated by reference, if necessary, to meet regulatory requirements. Existing infiltration / inflow analysis information, prepared by others, will be summarized and included by reference. Based on one current year's flow and rainfall records (provided by the City in electronic format), we will demonstrate non-excessive infiltration and inflow in accordance with the EPA document "I/I Analysis and Project Certification", dated May, 1985.

The studies will be conducted in consultation with the Washington State Departments of Ecology, Fish and Wildlife, Health and Natural Resources. At the conclusion of this work and selection of a preferred option by the City of Gig Harbor, the Engineering Report will serve as the basis for subsequent permitting, SEPA documentation, and design for any necessary outfall and / or treatment plant improvements.

**EXHIBIT A**  
**SCOPE OF SERVICES**  
February 18, 1999

The report will be prepared in two phases, as follows:

**Phase I- Background Data Review and Gig Harbor Nutrient Balance**

The purpose of this phase will be to gather and analyze existing data with respect to the existing and projected future water quality of Gig Harbor. The objective will be to establish receiving water quality parameters of concern, so that treatment plant water quality objectives can be established. Water quality parameters to be investigated include ammonia, total nitrogen, phosphorus, metals, BOD, temperature, pH, fecal coliform, chlorine residual, and dissolved oxygen.

**Phase II- Evaluation of Treatment Upgrade versus Outfall Relocation**

The purpose of this phase will be evaluate the cost and feasibility of upgrading the treatment plant to meet future receiving water quality objectives (as identified in Phase I) and sewage treatment demands at NPDES year 2002, 3.1 mgd, and year 2019 projected flows; versus the location, cost and feasibility of extending the outfall to the Tacoma Narrows. One outfall alignment (submarine) will be evaluated.

A public informational meeting will be conducted at the conclusion of Phase II studies, but prior to the final report preparation. The purpose of the public meeting will be to inform the public about the purpose of the study, and to gain input on issues of concern to the public. At the City's option, a second public meeting may be conducted to present the final report and environmental checklist.

**PHASE I- BACKGROUND DATA & GIG HARBOR NUTRIENT BALANCE**

This phase will evaluate the adequacy of the existing outfall for future effluent flows, and establish the level of treatment that would be necessary to protect water and sediment quality in Gig Harbor, under 1.6mgd, 3.1 mgd and year 2019 projected flows and loadings.

This work is guided by the following Ecology policy documents:

- Criteria for Sewage Works Design (Orange Book), Chapter E2.42, Guidance for Marine Outfall Siting and Design, June 1998.
- NPDES Permit Writer's Manual, Appendix 6.1 Guidance for Conducting Mixing Zone Analyses, July 1998.

**EXHIBIT A**  
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- Inter-Agency Permit Streamlining Document: Shellfish and Domestic Wastewater Discharge Outfall Projects, October 1995; and Municipal Outfall Siting Agreement Guidance for Shellfish Protection and Mitigation, February 1997.

The work will incorporate the findings of the :

- S9- Effluent Mixing Study, February, 1998
- S10- Acute Toxicity Characterization Report, 1998
- S11- Chronic Toxicity Characterization Report, 1998
- S12- Receiving Water Quality Monitoring Program, February, 1998

**Task 1- Project Management**

Work under this task will include management of in-house staff to ensure compliance with established schedules and quality standards, meetings with City staff for periodic progress reviews and one meeting with the Department of Ecology to discuss their review comments.

This task also includes coordination with, and management of, other consultants (Cosmopolitan Engineering and Jones & Stokes) involved with this study, to ensure a coordinated effort. The City will contract directly with these other consultants (who will invoice the City directly), but Earth Tech will manage their efforts and integrate their work products into the overall plan.

This work scope describes the integrated efforts of all three consultants.

**Task 2- Establish Future Flows and Loads (Earth Tech)**

Work under this task will include collecting and analyzing data which the City has available, including information from the new Comprehensive Sanitary Sewer Plan (1999). Data required include present and projected future population served and monthly records from the wastewater treatment plant. This data will be analyzed to determine future flows and pollutant loads to the treatment plant and outfall.

**Task 3- Analyze Water Quality Impacts of Continued Discharge To Gig Harbor (Cosmopolitan)**

**3.1 Mixing Zone Study.** The mixing zone model parameters, including calculation of reflux, were established in the 1997 Mixing Zone Study Report completed under S9 of the NPDES permit. The existing mixing zone model will be updated for future effluent design flows. Acute and chronic dilution factors will be established for future flows,

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**SCOPE OF SERVICES**

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which will be used to calculate water quality-based NPDES toxicant limits. The toxicants to be studied include chlorine, ammonia, metals and whole effluent toxicity.

**3.2 Nutrient Balance.** This task will establish a preliminary mass balance of nitrogen sources in Gig Harbor, based on existing water quality data and literature available through February, 1999. The measured nitrogen sources will include the treatment plant, Crescent and Donkey Creeks, and Marine water from the Tacoma Narrows. Other sources that will be estimated from literature include septic systems in East Gig Harbor, the Puget Sound Herring net pens and discharges from commercial vessels and large pleasure craft (based on total number of craft and the number of live-aboards provided by the City).

**Task 4- Hydraulic Analysis (Earth Tech)**

**4.1 Outfall Evaluation.** This task will investigate the adequacy of the existing 10-inch ductile iron outfall pipe, diffuser and effluent pumps to handle the projected effluent flows. This hydraulic analysis will evaluate average and peak flow hydraulic conditions for the range of tides in Gig Harbor. Peak pressures and compatibility with the existing pipe and joints will be assessed.

**4.2 Preliminary Design of Outfall Pump Station.** Effluent pumps will be resized to accommodate future peak flows, and conceptual designs and cost estimates for the upgrades to the effluent pump station will be prepared, including the option of adding additional pumps. Life cycle costs of upgrading and operating the effluent pumps will be compared with the life cycle costs of upsizing or paralleling the existing outfall.

**Task 5-Agency Coordination (Earth Tech, Cosmopolitan , Jones & Stokes)**

There are several regulatory agencies that will be consulted during this project. A joint project meeting will be scheduled with the key State and Federal agencies early in the project to apprise them of the objectives, content and schedule for this study.

**5.1 Department of Ecology.** Ecology is the principal agency that will review the Engineering Report, approve any treatment plant or outfall modifications, and issue the NPDES permit. We will discuss with them the scope and objectives of the various mixing zone and water quality studies for the Gig Harbor and Narrows outfall options. We will seek their concurrence with the scope of this study, and coordinate with them toward an objective evaluation of the water quality impacts of each option. Ecology will be consulted at various milestones during the course of the outfall study.

**5.2 Department of Health.** Health is responsible for establishing shellfish harvest closure zones around outfalls. We will consult with them at the beginning of the project to confirm the criteria that will be used to establish the closure zone for the Narrows candidate diffuser sites. Kitsap County and others are currently challenging these

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**SCOPE OF SERVICES**

February 18, 1999

criteria, so they may change during the course of this study. Cosmopolitan Engineering is part of the workgroup advocating the changes, so any such changes will be reflected in this study.

**5.3 Washington Department of Fish and Wildlife and Army Corps of Engineers.**

WDFW manages the aquatic resources in Puget Sound, and would issue the HPA permit for any outfall modifications. The Corp of Engineers issues Section 404 permits for excavation within the navigable waters. The guidance we would seek from WDFW includes approval of biological field studies (particularly geoduck densities within the shellfish closure zone), avoidance and mitigation criteria for eelgrass and shellfish in the Narrows, and scoping of any habitat issues within Gig Harbor. Guidance required from ACOE and WDFW includes dredged material handling requirements and allowable construction windows.

**5.4 National Marine Fisheries, Muckleshoot Tribe, US Fish and Wildlife Service.**

These agencies, along with the WDFW, focus on fisheries issues. We will consult with these agencies to establish fish rearing habitats, fish populations, Usual and Accustomed fishing areas and hatchery activities relative to the proposed outfall extension. Information from these contacts will be used to evaluate general environmental sensitivity within and outside the harbor.

**5.5 Department of Natural Resources.** An aquatic lands easement from DNR will be required for any new outfall alignment in Gig Harbor or the Narrows. We will consult DNR regarding any restrictions, conditions and costs on gaining an easement across state tidelands within the Harbor. DNR will also seek compensation for the commercial harvest value of geoduck within the shellfish closure zone around the diffuser. We will seek ways to mitigate this cost to the City of Gig Harbor according to the Interagency Shellfish Agreement, and solutions as they are evolving from the Kitsap County case.

**PHASE II- TREATMENT UPGRADE VERSUS OUTFALL RELOCATION**

**Task 6 – Evaluation of New Outfall to the Narrows (Cosmopolitan, except task 6.6)**

This task will evaluate the feasibility and water quality benefits of a new wastewater outfall to the Tacoma Narrows. This task will consider the water quality impacts, effluent treatment requirements, outfall siting criteria, agency permitting and mitigation requirements, the preferred pipeline route and material, constructability and costs.

**6.1 Conductivity, Temperature and Depth (CTD) and Current Measurements.**

CTD sampling will be conducted during three quarters in 1999 (exact schedule to be worked out with Ecology under the SAP). Dissolved oxygen, temperature and salinity profiles will be sampled at the existing monitoring site in the Narrows (Station 1). One additional day of current measurement with an Acoustic Doppler Current Profiler

**EXHIBIT A**  
**SCOPE OF SERVICES**

February 18, 1999

(ADCP) will be conducted over one average tide cycle. This data is required by Ecology protocol for the mixing zone modeling.

**6.2 Aquatic Resource Reconnaissance Dive.** Up to four dive transects will be visually inspected in the area of potential outfall alignments in the Narrows. These dives will record information on submarine soil conditions, macroalgae (including eelgrass), and geoduck shellfish. The dives will be conducted by WDFW certified divers, according to a dive plan submitted to WDFW for comment. The dive will be conducted between June and September to satisfy WDFW requirements.

**6.3 Develop Outfall Siting and Diffuser Alternatives.** Three candidate sites for a new diffuser will be established. A preliminary preferred alignment will be established from the results of the reconnaissance dive above, to minimize disruption of aquatic resources. The proximity of public beaches and recreational sites will also be considered in selecting candidate diffuser sites.

The alternative diffuser sites are anticipated to range from a minimum depth of 70 ft to 150 ft MLLW datum, based on dispersion characteristics, but may be deeper to avoid sensitive shellfish issues. Diffuser design criteria will be developed for each depth (*i.e.* number of ports, size and orientation of ports, port spacing, slope of diffuser). Diffuser head losses will be calculated for the range of design flow conditions.

**6.4 Mixing Zone Study.** A mixing zone study will be conducted for each of the candidate diffuser alternatives. Acute and chronic dilution factors will be determined using the EPA model PLUMES, according to Ecology guidance. The modeling will be based on the CTD and current meter data collected in the field studies described above.

**6.5 Water Quality-based Effluent Limits.** Ecology and EPA protocol will be used to establish the effluent limitations for toxicants that would appear in future NPDES permits issued for the plant. The toxicants that will be studied include chlorine, ammonia, metals (copper, cadmium, mercury, lead, nickel, silver and zinc) and whole effluent toxicity. This would be done for the four-year period associated with the next NPDES permit renewal, at the full projected capacity of 3.1 mgd, and for the 20-year planning horizon. This analysis will determine whether there is a need for NPDES toxicant limits with a Narrows outfall, and whether the existing level of wastewater treatment is adequate for current and projected flows. If additional effluent treatment limits are required, the expected limits will be calculated using EPA and Ecology protocol.

**6.6 Analyze Far Field Outfall Dispersion Effects (Jones and Stokes)** Farfield effects at three locations outside the harbor will be evaluated. Farfield effects will include differences associated with potential diffuser depths, locations and configurations.



**EXHIBIT A**  
**SCOPE OF SERVICES**  
February 18, 1999

**6.7 Develop Outfall Routing Alternative.** One outfall routing alternative will be developed and analyzed.

An underwater route will be developed that would extend from the existing outfall site or WWTP to the Narrows via the bottom of Gig Harbor. This subtask will evaluate alignment and profile, tideland ownership (principally DNR), hydraulics including air relief, pipeline diameter, materials and methods of construction, burial and/or armoring requirements to mitigate anchorage impacts, sediment chemistry along the route (from existing DNR data), and estimate of probable construction costs. This task will also assess whether the existing outfall can be used in a new outfall to the Narrows, or if it would need to be replaced from the wastewater treatment plant.

**Task 7- Evaluation of Treatment Plant Upgrade Options (Earth Tech)**

This section of the scope of services describe engineering analyses and preliminary design for improvements at the wastewater treatment plant. The work will be conducted in parallel with the outfall studies described above. In the event that the results from the outfall studies preclude one or more of the alternatives described below, the work for that alternative will not be completed, unless specifically requested by the City.

The work is guided by Ecology's Criteria for Sewage Works Design (Orange Book) and other generally accepted documents of engineering practice.

**Task 7.1 Assessment of Existing Treatment Facilities.** An assessment of the existing wastewater treatment facilities will be conducted prior to any planning for future improvements. The assessment will include the treatment facilities as well as support facilities. The purpose of the assessment is to identify treatment units and facilities which (1) are performing below expectations, (2) cause high operation and maintenance, (3) cause odors, and (4) are reaching the end of their useful lives.

The assessment will be conducted in close cooperation with plant staff, to take advantage of their knowledge of the unique features and characteristics of the Gig Harbor plant. The results of the assessment will be used to develop recommendations for plant improvements.

**Task 7.2 Identify Reuse Alternatives.** The potential for seasonal reuse of effluent will be evaluated. Potential sites within a five mile radius of the existing treatment plant (if any) for groundwater injection, wetland disposal, or irrigation will be identified. The most promising site and disposal method will be evaluated and a preliminary cost estimate will be prepared for comparison with other alternatives.

**Task 7.3- Liquid Stream Preliminary Design.** The plant currently utilizes the activated sludge process. Since most of the existing activated sludge facilities are relatively new and most likely can be utilized in an expanded plant, and since activated sludge is most appropriate for biological nutrient removal, no process alternatives other

**EXHIBIT A**  
**SCOPE OF SERVICES**

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than various forms of activated sludge (single-stage nutrient removal, extended aeration, contact stabilization, etc.) will be considered. Preliminary designs will be prepared for the following:

Headworks. The performance of the existing headworks, particularly the grit removal equipment, is less than desirable. Based on the results of the plant assessment and future flow projections, alternatives will be identified for possible improvements. The alternatives will be presented to City staff along with approximate costs, pros and cons. Based on input from the City, preliminary designs of improvements will be prepared.

Activated Sludge. Process designs will be prepared for several process variations which may be applicable depending on the selected location of the discharge and the actual effluent quality requirements. The following process designs will be prepared:

- activated sludge without nitrification which is likely to be the choice if the effluent is discharged to the Narrows.
- activated sludge capable of ammonia removal by nitrification (which is likely to be the minimum required if the effluent is discharged to the Harbor).
- activated sludge capable of nitrogen removal by nitrification/denitrification (which may be required and desirable if the effluent is discharged to the Harbor).
- activated sludge without nitrification but with filtration (which is likely to be required for all reuse alternatives).

The process designs will determine the required size of aeration basins, secondary clarifiers and blowers. The cost-effectiveness of constructing primary clarifiers to reduce the capacity of the aeration basins will also be evaluated. Future sludge quantities will also be estimated as part of the activated sludge process designs.

Disinfection System. Continued use of chlorine disinfection is not considered feasible because of the need to expand the chlorine contact chamber. Improvements to the disinfection system will therefore be based on UV disinfection equipment, installed in the existing chlorine contact chamber. Two preliminary designs will be prepared. One design will reflect equipment needs for marine discharge, while the second design will be for effluent reuse.

Task 7.4 Solids Stream Process Design. Improvements to the existing solids processing facilities at the plant will be based on the method of ultimate disposal (established by the City), estimated future solids production, and the plant assessment discussed above. Work will include a capacity assessment of the existing ATAD system; expansion requirements for the ATAD, if any; and odor control, sludge thickening and dewatering evaluation and improvement requirements, if any.

**EXHIBIT A**  
**SCOPE OF SERVICES**

February 18, 1999

In order to assist the City with establishing the ultimate sludge disposal or utilization option, a generic discussion of commonly used available options will be included in the report, along with the advantages and disadvantages of each. The discussion will not include a detailed evaluation of costs other than those provided by the City (Tacoma, Kitsap County Solid Waste, etc.)

**Task 7.5 Support Facilities.** Based on the plant assessment, improvements to plant support facilities will be proposed. Facilities which will be considered include the existing odor control facilities, laboratory facilities, control systems and administrative / personnel facilities (adequacy of space and location relative to overall plant layout).

**Task 7.6 Plant Layouts and Preliminary Hydraulics.** Based on the process design work completed in Tasks 7.3 and 7.4, prepare preliminary layouts for the each of the four (4) treatment alternatives discussed under "activated sludge" in task 7.3. The layouts will be in sufficient detail to allow quantity takeoffs for the purpose of estimating construction costs. Based on the layouts, perform preliminary hydraulic design to properly size yard piping and prepare hydraulic profiles for each alternative.

**Task 7.7 Cost Estimates.** Estimates of probable construction costs, total project costs, annual operation and maintenance (O&M) costs, and life-cycle costs will be prepared for all the alternatives. Construction costs will be based on quantity take-offs and unit prices, equipment price quotes and/or construction cost from recent bids on Earth Tech projects and other relevant data.

Annual O&M costs will be estimated based on labor, power costs, chemicals, replacements, and miscellaneous expenses. Input from plant staff will be used in preparing O&M costs to reflect actual operating procedures at the plant.

Life-cycle cost will be calculated based on a period of 20 years at an interest rate agreed upon with City staff.

**Task 8- Public Involvement (Jones & Stokes)**

**8.1 Public Meeting.** Under this task, we will organize a public meeting and prepare and present handouts, graphics, maps, and information related to the preliminary conclusions of the study. Public input concerning sensitive issues, will be received and recorded. This effort will be responsive to citizen interests and can be used to develop SEPA documentation.

**Task 9- Report Preparation (Earth Tech, Cosmopolitan, Jones & Stokes)**

A draft report conforming to the requirements of WAC 173-240-060 will be prepared to describe the work. The report will compare and summarize the alternatives considered, and will make a recommendation on the preferred alternative.

**EXHIBIT A**  
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February 18, 1999

The draft report will be submitted to the City for review and comments. After incorporating the City's review comments, the report will be submitted to the Department of Ecology for review. A final report, incorporating Ecology's comments, will then be prepared. Ten (10) copies of the final report will be provided to the City.

A Technical Report will be prepared, documenting the field studies, mixing zone and water quality modeling, effluent limitations, engineering and cost analyses and permitting issues identified in the tasks above. The Technical Report will be formatted as an Appendix to the Engineering Report. The Technical Report will satisfy the Engineering Report requirements of WAC 173-240-060 (d), (e) and (f).

**Task 10- Environmental Checklist (Jones & Stokes)**

This task will include preparation of an environmental checklist for the recommended plan. Recommended environmental mitigation measures will be discussed.

**Task 11- Optional On-call Tasks**

**11.1 Second Public Meeting.** At the City's option, we will organize a second public meeting and prepare and present handouts, graphics, maps, and information related to the final conclusions of the study and Environmental Checklist. Public input will be received, recorded and documented.

**11.2 Other Supplementary Tasks.** At the City's option, we will perform other supplementary tasks as requested by, and agreed to in writing by the City Public Works Director. Work scope and budget will be prepared and agreed to on an individual task assignment basis. If a task assignment is not authorized, the Consultant will not be compensated for preparation of the work scope and budget for that task order.

**EXHIBIT B  
SCHEDULE OF RATES AND  
ESTIMATED HOURS**

**EXHIBIT B  
LABOR AND EXPENSES BUDGET ESTIMATE**  
 Client: City of Gig Harbor  
 Project: Wastewater Engineering Study  
 Project Mgr.: Jeff Hayward  
 Date: 2/1/09

Task No.	Description	Project Manager Howard \$43,811		Sanitary Engineer Outborness \$40,811		Sanitary Engineer Shan \$39,133		CAD Tech Team \$23,115		Word Processor Sprague \$15,955		Total Earth Tech Labor		Cosmo- pollin		Jones + Sikes		Total By Task		
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost		Hours	Cost
1	Management and O&M	24	\$979	0	\$0	0	\$0	0	\$0	4	\$64	28	\$1,043	0	\$0	0	\$0	28	\$1,043	
	Expenses																			
2	Establish Future Plans and Leads	4	\$163	8	\$326	0	\$0	0	\$0	0	\$0	12	\$480	0	\$0	0	\$0	12	\$1,514	
3	WQ Impact of Discharge to Gig Har	2	\$81	0	\$0	40	\$1,640	0	\$0	0	\$0	42	\$1,680	0	\$0	0	\$0	42	\$5,605	
4	Hydrogeological	2	\$82	4	\$163	4	\$163	0	\$0	0	\$0	10	\$401	0	\$0	0	\$0	10	\$1,241	
5	Agency Coordination	18	\$683	4	\$163	0	\$0	0	\$0	0	\$0	20	\$818	0	\$0	0	\$0	20	\$17,563	
6	Outfall Evaluation	4	\$163	4	\$163	0	\$0	0	\$0	0	\$0	8	\$326	0	\$0	0	\$0	8	\$390,439	
7	Treatment Plant Evaluation	8	\$326	40	\$1,612	72	\$2,817	0	\$0	0	\$0	160	\$6,468	0	\$0	0	\$0	160	\$19,910	
8	Public Meeting	4	\$163	4	\$163	0	\$0	4	\$163	0	\$0	12	\$480	0	\$0	0	\$0	12	\$5,577	
9	Report Preparation	18	\$683	40	\$1,612	58	\$2,191	24	\$958	24	\$958	160	\$6,416	0	\$0	0	\$0	160	\$24,004	
10	Environmental Checklist	4	\$163	0	\$0	0	\$0	0	\$0	0	\$0	4	\$163	0	\$0	0	\$0	4	\$3,317	
11	Optional On-Call Tasks	9	\$326	12	\$480	12	\$480	8	\$326	4	\$163	44	\$1,732	0	\$0	0	\$0	44	\$11,526	
	<b>Total Labor/ Raw Salary</b>	<b>82</b>	<b>\$3,755</b>	<b>156</b>	<b>\$6,365</b>	<b>144</b>	<b>\$5,635</b>	<b>36</b>	<b>\$1,407</b>	<b>32</b>	<b>\$1,278</b>	<b>460</b>	<b>\$17,498</b>					<b>460</b>	<b>\$17,498</b>	
	Indirect Cost @ 10% 18%		\$ 5,336		\$ 10,746		\$ 9,511		\$ 1,407		\$ 1,278		\$ 26,964						\$ 26,964	
	Subtotal		\$ 10,082		\$ 17,113		\$ 15,146		\$ 2,240		\$ 1,372		\$ 45,953						\$ 45,953	
	Profit @ 18%		\$ 1,814		\$ 2,567		\$ 2,722		\$ 398		\$ 208		\$ 894						\$ 894	
	<b>Total Labor Amount</b>	<b>\$ 11,896</b>		<b>\$ 19,680</b>		<b>\$ 17,418</b>		<b>\$ 2,678</b>		<b>\$ 1,578</b>		<b>\$ 62,889</b>							<b>\$ 62,889</b>	
	Expenses	Callage @ 80 ml @ \$0.31=	\$150	Phone CAD Computer x 24 hrs @ \$15	\$360	Zenar 20 copies x 200 @ \$0.12	\$240	Total Subcontract		Total Expenses		Markup on Expenses 10%	\$30							
	<b>ET LABOR</b>																		<b>\$ 62,858</b>	
	<b>ET EXPENSES</b>																		<b>\$ 1,090</b>	
	<b>OTHER CONSULT</b>																		<b>\$ 91,731</b>	
	<b>TOTAL</b>																		<b>\$ 135,679</b>	
	<b>ON-CALL TASKS</b>																		<b>\$ (11,825)</b>	
	<b>GRAND TOTAL</b>																		<b>\$ 124,152</b>	





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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE**  
**SUBJECT: JANUARY INFORMATION FROM PD**  
**DATE: FEBRUARY 17, 1999**

The January 1999 activity statistics are attached for your review. As usual, due to overall low numbers, these statistics vary widely. The numbers tend to moderate as the year progresses.

The Reserves worked 181 hours in January. This included 164 hours of patrol time, 11 hours' administrative duties, and 6 hours of training. One of our reserves has been making visits to city schools. We hope to continue and expand this program as the year progresses.

The Marine Services Unit is not scheduled for regular patrol duties during this time of the year. Due to the weather conditions, the boat was put in use on a few occasions. We performed 5.5 hours of patrol as a result. This was split between 6 calls for service, 3 search/rescue calls, and 3 boater assists. The primary problem was boats adrift due to the wind. Total hours of MSU service for the month was 9.

The Explorers completed 49 hours of service in January. This time was spent at regularly scheduled post meetings.



City of Gig Harbor Police Dept.  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98135  
(253) 851-2236

## GIG HARBOR POLICE DEPARTMENT

### MONTHLY ACTIVITY REPORT

January 1999

	<u>JAN</u> <u>1999</u>	<u>YTD</u> <u>1999</u>	<u>YTD</u> <u>1998</u>	<u>%chg to</u> <u>1998</u>
CALLS FOR SERVICE	412	412	379	+ 8
CRIMINAL TRAFFIC	22	22	23	- 4
TRAFFIC INFRACTIONS	126	126	80	+ 57
DUI ARRESTS	6	6	14	- 57
FELONY ARRESTS	3	3	1	+ 200
MISDEMEANOR ARRESTS	16	16	11	+ 45
WARRANT ARRESTS	11	11	12	- 8
CASE REPORTS	108	108	110	- 1
REPORTABLE VEHICLE ACCIDENTS	16	16	12	+ 33



**MADDEN, POLIAK, MACDOUGALL & WILLIAMSON**

ATTORNEYS AT LAW

1001 FOURTH AVENUE PLAZA, SUITE 2800  
SEATTLE, WASHINGTON 98154-1106WILLIAM J. MADDEN (1907-1987)  
PAUL M. POLIAK  
ALLAN L. MACDOUGALL  
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RODNEY Q. FONDA  
CRAIG L. WATSON  
BRADLEY P. SCARP  
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Practice in Alaska

February 22, 1999

City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335RE: Response to Appeal from Decision of Hearing Examiner  
Your File No. : SDP97-07  
Our File No. : 802.967718

Ladies and Gentlemen:

This letter addresses the appeal brought by Mr. Robert G. Frisbie in the above-referenced matter.

The Appeal requests additional dimensions be annotated on the Applicant's survey map. To this writer's knowledge, these dimensions are not required by the Shoreline Master Program, nor by any other statute, regulation, ordinance or other governing law regarding the submission or approval for Shoreline Substantial Development. The relief requested appears to impose upon Applicant's restrictions and obligations beyond those imposed on similarly-situated applicants. Despite the proposal at the hearing that such annotations be made to the survey map, the Hearing Examiner ~~did~~ appears to have correctly made a conscious decision not to require the annotations be made.

The Appeal further requests that the Hearing Examiner's "grace period" for the acquisition of adequate parking be severely shortened, reduced from two years to thirty (30) days. Granting of this request would deny Applicant a meaningful opportunity to acquire rights to necessary parking or to tailor the use of the property to reduce the total parking required, in a manner that is consistent with the law and good business practices. The two years requirement found by the Hearing Examiner is reasonable, and presents an achievable goal for bringing the subject property into compliance with all applicable governing laws.

The relief requested in the Appeal is based in part on Applicant's past acts or failure to act with regard to the subject property. The Appellant's request to impose additional restrictions on Applicant and to unreasonably shorten the time for compliance within the context of this permit process, however, turns this process into a punitive proceeding, without regard to Applicant's legal rights to due process under the law. This is not the purpose of the permit application process, nor is it consistent with the orderly development of Applicant's property, as envisioned by the Hearing Examiner.



RE: Response to Appeal  
February 22, 1999  
Page 2

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For the foregoing reasons, Applicant respectfully requests that Mr. Frisbie's appeal be denied. We look forward to your reasoned decision.

Very truly yours,

MADDEN POLIAK MACDOUGALL  
& WILLIAMSON



Mark B. Anderson

cc: Rose Tarabochia  
George Ancich

1. The first part of the document discusses the importance of maintaining accurate records of all transactions.

2. It then goes on to describe the various methods used to collect and analyze data.

3. The next section details the results of the study, showing a clear trend in the data.

4. Finally, the document concludes with a summary of the findings and recommendations for future research.

5. The overall conclusion is that the data strongly supports the hypothesis that was tested.

6. This research provides valuable insights into the complex relationship between the variables studied.

7. The findings have significant implications for the field of study and are worth further exploration.

8. The authors thank the funding agencies and participants who made this study possible.

9. The data is available upon request to interested parties.

10. The authors declare no conflict of interest.

11. The research was conducted in accordance with the highest standards of ethical practice.

12. The results are consistent with previous research in the area.

13. The study highlights the need for further research in this area.

14. The authors are grateful to the reviewers for their helpful comments.

15. The research was supported by the National Science Foundation.

16. The authors are in contact with each other for further information.

17. The research is available in the open access journal.

18. The authors have no other competing interests.

**SPECIAL PUBLIC PRESENTATION**  
**February 8, 1999 6:45 p.m.**

**Peninsula Adult Basic Education Program - Jana Neville**



February 22, 1999

The appeal before you tonight centers on two items:

1. Adding specific dimensions to a wet stamped surveyors drawings, and
2. Revising the Hearing Examiner's decision to allow the applicants 24 months following approval of this new Shoreline permit to bring their existing facility into compliance.

The applicants for this permit are the same applicants that obtained a permit from the City in excess of 17 years ago. By the admission of the applicants attorney, Mark Anderson, and recorded in the testimony before the Hearings examiner on 21 October 1998, Mr. Anderson made the following statements:

- Tape 2 side A.....**"That this is a retrospective request for a permit all of the items for which we are requesting a permit are in place and have been in place for some time. And it is with regret that it is the cart leading the horse but a we do want to set the record straight and we do want to make sure that were doing right by the community. Ah, it is certainly not on our sole initiative that this happened...Ah theirs been several community comments about the condition of the property about the relative state of the property relative to the surrounding area and also compliance with the Shoreline Development Program. And at this time we're fessing up that we need to come up to speed with that program and are prepared to do so within the time frames that are set forth in the conditions that the City has made in its staff report."**
- **"This started out to be simply an application to permit some floats and a floating maintenance barge, ah which seemed innocuous at first, however it has opened up ourselves to quite a bite of scrutiny and that's fine. Ah we realize that it might have been just as easy to ignore this, take the floats away and not even apply but we would still be left with our relationships with the community and we want to make sure that that is remedied."**
- **"At this point it is best to conform to the uses and the assets of the property....conform to those uses to what the City of Gig Harbor wants and the Shoreline Master Plan wants rather than to continue what's historically been at times an adversarial relationship with community members and with the City. And we want to put that behind us and be good neighbors now."**
- **"That's it, thank you for the comment received I know probably one or more people in the room have provided comments to you ah through**





the report and I think this type of corporation is wonderful especially in our education in as far as what we need to do to come up to speed to make this entire site compliant with what the City of Gig Harbor wants and needs."

- **"As you know this application asks for permission to maintain floats and a barge on the Tarabochia Ancich property ah as they been in existence for the past several years I believe it is for at least the last 17 years if not for longer.".....**
- Tape 2, Side A, mark 244, "In making this application we are very strongly committed at this point to reconciling whatever wrong has seemed done in the past and making sure this property conforms to what the community needs and what the Shoreline Master Plan has in store for us."

### **CONCLUSIONS:**

1. Adding physical dimensions to the surveyors drawing is very straightforward and will allow City code enforcement personal to objectively determine compliance with setbacks. The City used this method with Pete Darrah in 1993 to bring his waterfront facilities into compliance. The end result was that since the publishing of this dimensional data, there have been no further problems associated with non-compliance on this property. I request the council add this requirement to this permit in light of the 17+ years of non-compliance with the existing applicants.
2. Modifying the Hearing Examiner's condition to allow 2 years for the applicants to bring their facility into compliance appears to me to be inconsistent with the Shoreline Master Program, Section 3.13 Parking, Regulations, Item 9 reads, "Parking may be provided on lease property, so long as the owner of the moorage facility files a covenant between the property owner/applicant and the moorage facility owner to the City, **providing that the portioned share of the facility shall cease to be used at such time as some or all of the leased parking is lost or no longer available for use by the moorage facility.** The covenant shall run with the land and be filed with the Pierce County Auditor." This provision of the SMP allows no grace period and it specifically states that the loss of parking to support a share of the facility shall cease to be used at such time as some or all of the leased parking is lost or no longer is available.
3. The applicants are probably the most informed waterfront owners in Gig Harbor. They are informed about the law because of:



- Nancy Tarabochia serving on the City Council (Daughter of Rose)
- Filing one of the first appeals to the Shoreline Hearings Board for the State of Washington/Superior Court/Court of Appeals (this was on the permit issued ±17 years ago) The appeals were presented to the SHB by Nick Markovich, son-in-law of George Ancich and current Gig Harbor City Council member.
- Nick Markovich worked with me while I was on the City Council in 1993 to write a lot of the language in the City's SMP.
- The documentation presented and made a part of the record clearly shows that the Tarabochia's and Ancich's have continuously dealt with the various agency personnel directly. The applicants are informed people that have clearly abused the system over the years.
- When the applicants through their attorney state that they have put the cart before the horse.....the applicants are making an understatement. I ask that you remedy this situation tonight by modifying the conditions of the HE to say that the applicants must be in full compliance with their permit within 30 days of permit issuance or be subject to the maximum fine the City can impose.

