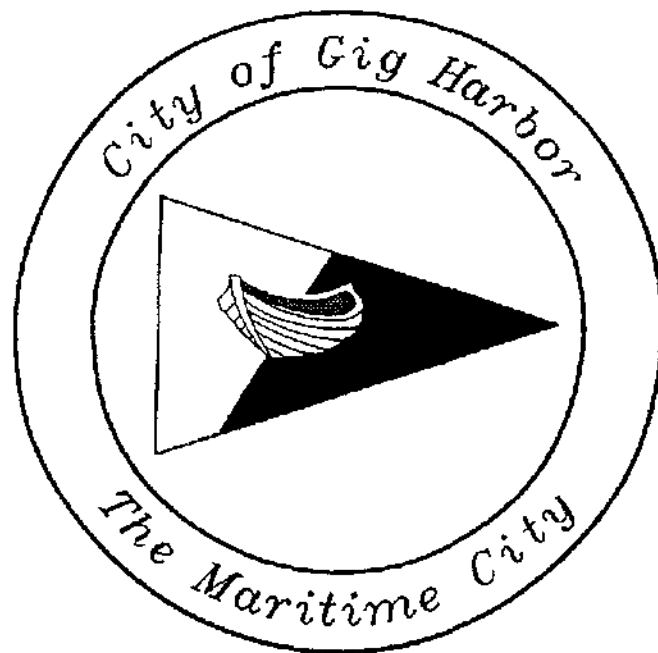


Gig Harbor City Council Meeting



May 24, 1999

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
May 24, 1999 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING: Concurrency 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 May 10, 1999, City Council meeting.
2. Correspondence / Proclamations:
 - a. Letter to Liz McLaughlin, Chair of the Washington State Gambling Commission.
 - b. Letter from PSRC - Request for a Federal Functional Classification Change.
 - c. Letter from Debora Hyde, PC Special Proj. Coordinator - Marine Fisheries proposal.
3. Approval of Payment of Bills for May 24, 1999:
Checks #22555 through #22579 in the amount of \$118,238.18.

OLD BUSINESS:

1. Second Reading - Concurrency Ordinance.
2. Second Reading - Definitions Ordinance.

NEW BUSINESS:

1. Strategic Juvenile Justice Plan.
2. Resolution - Relating to Potential Tolls.
3. Community Development Consortium Agreement.
4. DOE Grant Agreement - Underground Storage Tank Removal.
5. Resolutions for IAC Grant Applications:
Westside Neighborhood Park Property Acquisition
City Park at Crescent Creek Extension Property Acquisition
6. Harborview Drive Ferry Landing - Property Acquisition.
7. Consultant Services Contract - Grandview Skateboard Park.
8. Hold Harmless Agreement - Talmo, Inc.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

STAFF REPORTS:

1. Mitch Barker, Chief of Police - Gig Harbor Police Department Stats.
2. Mark Hoppen, City Administrator - City Progress Report.

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(b), and pending litigation per RCW 42.30.110(i). No action will be taken.

ADJOURN:

DRAFT

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MAY 10, 1999

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

CALL TO ORDER: 7:03 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 April 26, 1999, City Council meeting.
2. Correspondence / Proclamations: None.
3. Approval of Payment of Bills for May 10, 1999:
Checks #22468 through #22554 in the amount of \$165,300.55.
4. Approval of Payroll for the month of April, 1999:
Checks #18706 through #18212 in the amount of \$269,428.91.
5. Liquor License Acquisition: Fred Meyer Market Place

MOTION: Move to approve the consent agenda as presented.
Ekberg/Platt - unanimously approved.

OLD BUSINESS: None scheduled.

NEW BUSINESS:

1. First Reading - Concurrency Ordinance. Mark Hoppen, City Administrator, explained that both the Concurrency and Definitions Ordinances are returning after the workshop and that the public hearing on the ordinances would be held at the next meeting. He said that the Concurrency Ordinance had changed substantially and that Carol Morris had been able to simplify it in many ways.

Wes Hill, Public Works Director, presented a comparison of vehicle trips and uses. Carol Morris explained that another change had been made to the ordinance after the workshop allowing anyone the opportunity to appeal the concurrency determination initially, rather than just the developer.

Tiffany Spears - Master Builders Association - 3924 So. Orchard, Tacoma. Ms. Spears thanked the Council for the opportunity to participate during the workshop. She added that Master Builders may submit written comment at the upcoming public hearing.

2. First Reading - Definitions Ordinance. Carol Morris, Legal Counsel, presented this ordinance supporting the Concurrency Ordinance. She explained that this ordinance had not changed much since it came before Council the first time, other than changing the

annual capacity report had been modified to occur annually. There was discussion about changing "capacity reservation" to another word, but it was decided to leave it as is. This will return at the next meeting for a public hearing and second reading.

3. Resolution - Adopt-a-Road Program. Mark Hoppen explained that citizens often ask for service projects in the community and that this program has been used successfully in many areas of the state. He added that this program offers organizations an inexpensive way to contribute to their community.

MOTION: Move to approve Resolution No. 532 as presented.
Picinich/Owel - unanimously approved.

4. Interlocal Agreement for ESB 6094 - Buildable Lands. Mark Hoppen presented this agreement and explained that Ray Gilmore, Planning Director, had been working with PCRC to develop a buildable lands inventory per the statute. He added that the interlocal agreement would allocate the city \$2,222 to help facilitate the process.

MOTION: Move to authorize the Mayor to sign the interlocal agreement for ESB 6094 Buildable Lands.
Owel/Young - unanimously approved.

5. Consultant Services Agreement - Biological Assessments. Wes Hill, Public Works Director, explained that on March 16, 1999, Chinook salmon were listed as an endangered species, and under Section 7 of the Endangered Species Act, all agencies with projects having federal-aid funding are required to conduct a biological assessment to determine impacts. He added that the East-West Road was a project involving a federal permit and that he anticipated that the Point Fosdick Drive Improvement Project would also require an assessment. He explained that Applied Environmental Services, Inc. was selected as best qualified to perform the work and recommended approval of the consultant services contract.

MOTION: Move to approve execution of the Consultant Services Contract with Applied Environmental Services, Inc. in an amount not to exceed nine thousand nine hundred eighty-nine dollars and fifty-five cents (\$9,989.55).
Young/Owel - unanimously approved.

PUBLIC COMMENT/DISCUSSION:

COUNCIL COMMENTS:

Councilmember Picinich shared information on the second annual Maritime Gig Festival June 4th through the 6th. He added that the organization is still in need of funds and encouraged participation in the events.

Mayor Wilbert introduced David Krantz from Scout Troop 282 who was in the audience as an observer. She added that David had written her a letter suggesting that Gig Harbor needs an outdoor swimming pool. She explained that the City of Gig Harbor is only 6,400 population and couldn't plan on building a community pool, but that she hoped that the two pools in the high schools would stay open during the summer months. Councilmember Young said that Fox Island residents had been working on a project to build a community pool.

STAFF REPORTS: None.

ANNOUNCEMENTS OF OTHER MEETINGS:

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

MOTION: Move to adjourn to Executive Session at 7:44 p.m. for approximately twenty minutes.
Platt / Young – unanimously approved.

MOTION: Move to return to regular session at 8:04 p.m.
Picinich/Owel - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 8:04 p.m.
Picinich/Owel – unanimously approved.

Cassette recorder utilized
Tape 528 Side A 000 - end.
Tape 528 Side B 000 - 189.

Mayor

City Clerk



City of Gig Harbor. The "Maritime City"

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

May 10, 1999

Ms. Liz McLaughlin, Chair
Washington State Gambling Commission
P.O. Box 42400
Olympia, WA 98504-2400

Dear Chairperson McLaughlin:

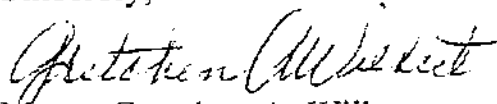
The City of Gig Harbor lends its support to Governor Locke's proposed moratorium on new administrative rules and regulation (Governor Locke's letter to the Commission - April 13, 1999). Particularly, the City of Gig Harbor requests that the Commission impose a moratorium on new licenses under the card room pilot program.

The City of Gig Harbor recently imposed a six-month moratorium on developmental permits related to card rooms. We would appreciate the Gambling Commission's support for the proposed state moratorium, and hope that local and state governments can work together to help preserve the public's sense that this issue has been considered thoughtfully and carefully.

Good gambling policy is essential for the health, safety and welfare of all members of our community. The public trust will be affected by the Commission's choice with regard to Governor Locke's proposal.

Thank you in advance for your deliberation and judgement.

Sincerely,


Mayor Gretchen A. Wilbert
City of Gig Harbor

c: City of Gig Harbor City Council
State Representative Pat Lantz



GARY LOCKE
Governor

STATE OF WASHINGTON
OFFICE OF THE GOVERNOR

P.O. Box 40002 • Olympia, Washington 98504-0002 • (360) 733-6780 • TTY/TDD (360) 753-6466

April 13, 1999

The Honorable Margarita Prentice, Chair
Senate Commerce, Trade, Housing and
Financial Institutions Committee
P.O. Box 40482
Olympia, WA 98504-0482

The Honorable Jim Clements, Co-Chair
The Honorable Steve Conway, Co-Chair
House Commerce and Labor Committee
P.O. Box 40600
Olympia, WA 98504-0600

Ms. Liz McLaughlin, Chair
Washington State Gambling Commission
P.O. Box 42400
Olympia, WA 98504-2400

LIZ

Dear Senator Prentice, Representatives Clements and Conway and Chair McLaughlin:

I am writing to you concerning the plethora of legislative and administrative proposals being considered regarding gambling in our state.


I respectfully request that the Legislature establish a moratorium on new legislation and the Gambling Commission impose a similar moratorium on new administrative rules and regulations until the Legislature convenes next January. I further request that the Commission impose a moratorium on new licenses under the card room pilot program until it has fully reviewed the status of the pilot program.

If these moratoria are imposed, I will then ask local governments across the state to refrain from making any tax changes relating to the gambling industry.

There are so many different proposals in the Legislature and before the Gambling Commission that I am convinced we all could use a "cooling off" period before adopting or rejecting any of them. Many of the proposals conflict with each other, while others may complement or contradict existing state law and policy.

In pursuit of good, consistent public gambling policy, we, collectively, should take our time to review where we have been, where we are now and where we want our state to be in the future on this important issue. I hope you will seriously consider my request.

Sincerely,


Gary Locke
Governor

Puget Sound Regional Council



RECEIVED

MAY 12 1999

CITY OF GIG HARBOR

May 10, 1999

Charles Howard
Manager, Transportation Planning Office
Washington State Department of Transportation
P.O. Box 47300
Olympia, WA 98504-7300

Subject: City of Gig Harbor Request for a Federal Functional Classification Change

Dear Mr. Howard:

The City of Gig Harbor has requested that the new East-West Road (Swede Hill) be added to the Federal Functional Classification System as a minor arterial. This roadway is included in the city's current comprehensive plan and is entirely within Gig Harbor's jurisdiction. It will help to relieve congestion in the downtown harborfront area and provide access to newly developing areas.

As the Metropolitan Planning Organization for the central Puget Sound region, the concurrence of the Puget Sound Regional Council is required before additions or changes to the federal-aid system are approved. As a result of our review, we are notifying you of our concurrence with this classification request. Should you have any comments or concerns, please contact Tony Lickteig at 464-6180.

Sincerely,

A handwritten signature in black ink that reads "King Cushman". The signature is written in a cursive, flowing style.

King Cushman, Director
Transportation Planning

attachment

cc: Gretchen Wilbert, Mayor, City of Gig Harbor
Wes Hill, Public Works Director, City of Gig Harbor
Michael Horton, WSDOT NW Region Trans Aid

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City of Gig Harbor. The "Maritime City"

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

January 14, 1999

Michael Horton, P.E.
TransAid Area Engineer
Olympic Region
PO Box 47440
Olympia, WA 98504-7440

SUBJ: East-West Road (Borgen Boulevard)
Minor Arterial Classification Request

Dear Mr. Horton:

Enclosed for your review is a request to have the City's new East-West Road (Borgen Boulevard) placed on the Federal Functional Classification system as a "Minor" arterial.

As shown on the attachment, the East-West Road will connect SR-16, Burnham Drive (a Minor arterial); and Canterwood Boulevard (a Collector arterial prior to annexation by the City) on the west with Peacock Hill Avenue, a minor arterial, on the east.

This is an important transportation corridor for the City and County providing a more direct connection to SR-16 from the residential areas north and east of the City, and for the commercial office park, and residential areas that are planned for the recently annexed Gig Harbor North. The nearest east-west routes are located two-miles north and south of this roadway.

Historical documents including both Pierce County and City six-year Transportation Improvement Plans, and other planning and funding documents, have referred to this new road as the "East-West Road." We anticipate that new road will be officially dedicated "Borgen Boulevard" in honor of a local historical figure, Mr. George Borgen, who contributed much to this community.

We appreciate your consideration of our request, and look forward to your confirmation that the East-West Road (Borgen Boulevard) will be designated a Minor arterial on the Federal Functional Classification System.

Sincerely,

Gretchen Wilbert
Mayor

ENCL: Federal Functional Classification Request application

c: Mark Hoppen, City Administrator
Wes Hill, P.E., Public Works Director



Pierce County

Office of the County Executive

930 Tacoma Avenue South, Room 737
Tacoma, Washington 98402-2100
(253) 798-7477 • FAX (253) 798-6628

DOUG SUTHERLAND
Executive

FRANCEA L. McNAIR
Deputy Executive
Executive Office
of Operations

May 19, 1999

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA
98335

RECEIVED
MAY 20 1999
CITY OF GIG HARBOR

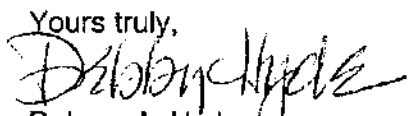
Dear Mayor Wilbert:

It has been several months since I updated everyone on the discussions with National Marine Fisheries (NMFS) regarding the listing of Chinook salmon as threatened under the Endangered Species Act (ESA). When I last talked to the whole group, we had not yet presented our regional Initial Response Plan to NMFS.

As you remember, it was our intent to present NMFS with a proposal that we hoped could be the basis for negotiating a period of protection for our region from third party lawsuits. The proposal included an analysis of the environmental conditions of our four major watersheds; it included a collection of programmatic and capital projects that we felt made an immediate difference in curbing the decline of the species; and it included a commitment on the region's part to develop watershed based recovery plans. That proposal was presented in March and last week we had a chance to talk about our region's proposal directly with NMFS staff.

While I cannot accurately predict the outcome of our proposal, there may be some question that we will receive an "umbrella" exemption for all of our activities. While acknowledging the good work being presented in the regional proposal, it appears like NMFS is more interested in looking at major areas of activity that have potential for significantly impacting the fish. They seem more inclined to provide coverage for those areas only, if we can decide on certain "standards". Together with tri-county agencies, NMFS has identified eight areas for further discussion regarding regional protection. Those areas include shorelines, critical area ordinances, road maintenance practices, enforcement/inspection practices, storm water, SEPA, watershed plans, and herbicide/pesticide use.

We will continue to give the process our best shot. In the meantime, I encourage your staff to continue reviewing your programs and regulations to determine how scientifically justified they are regarding fish and fish habitat. Thank you for your continued interest and if you have any questions I can best be reached by e-mail. My e-mail address is dhyde@co.pierce.wa.us. For those of you without e-mail capability, my phone number is 253-798-7110.

Yours truly,

Debora A. Hyde
Special Project Coordinator





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
SUBJECT: CONCURRENCY ORDINANCE
DATE: MAY 19, 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

The proposed ordinance is returning to the City Council for the fifth time for a "second" reading. Adjustments to the proposed ordinance have been made as per the City Council's specific and general instructions. A Public Hearing for this refined version of the ordinance will accompany the "second" reading.

FISCAL CONSIDERATIONS

Fees relating to reservation of capacity have been deleted from this ordinance.

RECOMMENDATION

Staff recommends that this ordinance be adopted as soon as possible after this 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 AND APPEALS, ESTABLISHING CAPACITY ACCOUNTS, REQUIRING 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.

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.

1. The following types of permits are exempt from the Capacity Reservation Certificate (CRC) process because they do not create additional long-term 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 permit	
Grading permit	Hydrant use permit

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

Tenant improvement permit
Fire code permit

Notwithstanding the above, if any of the above permit applications will generate more than 15 new p.m. peak hour trips, such application shall not be exempt from the requirements of this chapter.

2. The portion of any project used for any of the following purposes is exempt from the requirements of this Chapter:

Public transportation facilities
Public parks and recreational facilities
Public libraries

Notwithstanding the exemptions hereunder provided, the traffic resulting from an exempt use shall nonetheless be included in computing background traffic for any nonexempt project.

D. **Other Exempt Building Permits.** This Chapter shall apply to all development applications for development or re-development if the proposal or use will generate more than 25 new p.m. peak hour trips.

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, 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 requirements set forth in Part V to conduct a capacity evaluation, prior to issuance of a CRC. In addition to the requirements set forth in Part V, and specifically in GHMC 19.10.012, the Director may also utilize 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 Part V, indicating that capacity is available in all applicable road facilities.

19.10.010. 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

19.10.011. 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. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director together with a development application:

- A. Date of submittal.
- B. Developer's name, address and telephone number.
- C. Legal description of property as required by the underlying development permit application together with an exhibit showing a map of the property.
- 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. Traffic report prepared by a licensed professional engineer who is practicing as a traffic engineer;

- J. Written consent of the property owner, if different from the developer;
- K. 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.

19.10.012. Submission and acceptance of an application for a CRC.

A. **Notice of Application.** Issuance of a Notice of Application for the underlying permit application shall follow the process in GHMC § 19.02.004. The Notice of Application required by GHMC § 10.02.004 shall state that an application for a concurrency determination has been received by the City.

B. **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.

C. **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.

D. **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.

E. **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.

F. **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

19.10.013. 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 the following:

1. a determination of anticipated total capacity at the time the proposed 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 the proposed 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 proposed development 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 (A)(1) through (5) 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. CAPACITY RESERVATION CERTIFICATES (CRCs)

19.10.014. Purpose of Capacity Reservation Certificate. A CRC 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 CRC is issued; and (2) the Director has reserved road facility capacity for this application until the expiration of the underlying development permit. In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying permit application.

19.10.015. Procedure for 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.

19.10.016. Use of Reserved Capacity. When a valid development permit is issued for a project possessing a CRC, the CRC 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. The developer may, as part of a development permit application, designate the amount of capacity to be 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) an estimate of the level of the deficiency on the road facilities; and (2) the options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost. In order to appeal from the issuance of a Denial Letter, the developer shall appeal both the Denial Letter and the development permit denial pursuant to Part VIII of this chapter.

19.10.019. 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 as a final decision on the underlying development permit without any accompanying threshold determination.

VII. CAPACITY RESERVATION CERTIFICATE (CRC)

19.10.020. Expiration and Extensions of Time.

A. **Expiration.** If a Certificate of Occupancy has not been requested during the time frame set forth in the 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 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 city shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the CRC or any subsequent extension.

VIII. APPEALS OF CONCURRENCY DETERMINATION

19.10.021. Concurrency Determination to be Appealed with Underlying Permit. Any appeal of the denial of a concurrency determination shall include appeal of the denial of the underlying development permit application. The appeal shall follow the procedure for the underlying permit as set forth in Title 19 GHMC. If there is no administrative appeal procedure in Title 19 GHMC for the underlying permit, the appeal shall follow the process for an appeal of a Type II permit. The appeal procedure as set forth in Chapter 19.06 GHMC shall be followed.

19.10.022. Time limit to bring appeal. An appeal of a denial letter and the underlying development application shall be brought within the time period set forth in GHMC §19.06.004.

IX. CONCURRENCY ADMINISTRATION

19.10.023. 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.

19.10.024. 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 CRC is issued. Once the proposed development is constructed and an o-concurrency.wpd

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.

19.10.025. 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.

19.10.026. 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. 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 total aggregate annual trip allocation per zone 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 CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK: 3/5/99
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

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 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 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 _____, 1999.

Molly M. Towslee, City Clerk



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
DATE: MAY 19, 1999

INFORMATION/BACKGROUND

The Concurrency Ordinance and Transportation and Parks Impact Fee Ordinance proposed along with this ordinance require supporting definitions. This ordinance has been crafted by Legal Counsel to meet this need. The ordinance is consistent with the current draft of the Concurrency Ordinance.

RECOMMENDATION

Staff recommends that this ordinance be passed at the same reading as the Concurrency Ordinance.

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.

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 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. "Annual Capacity Availability Report:" The report prepared each year to include available and reserved capacity for each public facility, and identifying those proposed and planned capital improvements for each public facility that will correct deficiencies or improve levels of service; a summary of development activity a summary of current levels of service and recommendations.
5. "Available public facilities." Facilities are in place, or a financial commitment has been made to provide the facilities, within six years.
6. "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.
7. "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")
8. "Capacity, Reserved: " Capacity which has been reserved through use of the capacity reservation certificate process in chapter 19.10 GHMC.
9. "Capacity, Encumbered:" A reduction in the available capacity resulting from issuance of a capacity reservation certificate or that portion of the available capacity.
10. "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.
11. "Capacity Reservation Certificate:" 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 CRC is issued; and (2) the Director has reserved road capacity for an application for a period that corresponds to the respective developmental permit.
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.

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 applicants for an impact fee credit.

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 rare 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.

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. "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.

49. "State: " The State of Washington.

50. "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.

51. "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.

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

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

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

55. "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.

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

57. "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.

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

59. "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

AUTHENTICATED:

Molly M. Towslee, City Clerk

APPROVED AS TO FORM:

Carol A. Morris, City Attorney

FILED WITH THE CITY CLERK: 5/5/99

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

**SUMMARY OF ORDINANCE NO. _____
of the City of Gig Harbor, Washington**

On _____, 1999, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. ____, the summary of text of which is as follows:

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.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

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

APPROVED by the City Council at their regular meeting of _____, 1999.

BY: _____
Molly M. Towslee, City Clerk



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
SUBJECT: STRATEGIC JUVENILE JUSTICE PLAN
DATE: MAY 18, 1999

INFORMATION/BACKGROUND

Jane Boyajian, Director of the Tacoma-Pierce County Commission on Children, Youth and Families, will be asking for the City Council's response to "The Call to Action: A Strategic Plan for Juvenile Justice in Pierce County." The Call to Action began over a year ago when the Director of Pierce County Juvenile Court determined that Pierce County was not competitive in the competition for juvenile justice grant funding. The problem? The county lacked a county-wide strategic plan which defined a continuum of prevention, intervention and remediation services for our youth. The Tacoma-Pierce County Commission on Children, Youth and Families undertook the facilitation of such a plan. It called together a broad group of citizens, youth, service providers and policy officials, and this group generated "A Call to Action."

POLICY CONSIDERATIONS

The attached document outlines a policy approach consisting of common values and vision that a strategic plan might incorporate. This document - in its final draft form - is ready for city and citizen review throughout the county. Should the city ever offer juvenile justice services, such services would become a part of the overall, coordinated strategic plan for Pierce County.

FISCAL CONSIDERATIONS

The proposed policy presents no immediate fiscal consequence to the City of Gig Harbor.

RECOMMENDATION

The Commission requests Council to review the document and offer comments that would improve the document.

A CALL TO ACTION: PLANNING FOR YOUTH IN PIERCE COUNTY

STRATEGIC PLAN - 4/20/99 Draft for Public Presentation

(Note to Advisory Committee: This is a working draft to take to your constituents for discussion, addition and amendments.)

PRINCIPLES

- Youth should be partners in the resolution of youth issues.
- Juvenile justice resources, services, and systems should be focused at the front end - on prevention and early intervention.
- Juvenile justice resources services and systems should target moderate-risk youth and families¹.
- The family is the foundation of our society.
- Community agencies should emphasize coordination, build trust and develop collaborative relationships.
- Policies and services should be culturally responsive.

OUR VISION IS THAT

All youth in Pierce County have a positive belief in their future, and access to the opportunities and resources to become productive citizens.

THE MISSION OF THIS WORK IS

To develop a plan and structure to guide juvenile justice efforts - resources and services - for all moderate risk middle and high school-aged youth, their families, communities and service providers in Pierce County.

GOALS

In five years, Pierce County will offer moderate-risk youth:

1. A continuum of juvenile justice services accessible to them that enhances their lives.
2. A county-wide planning body for juvenile justice coordination, representing private and public services which:

- includes youth,

¹ Proposed working definition of moderate-risk as defined by the Pierce County Juvenile Court and the schools: all youth who meet two or more of the following criteria for two consecutive time periods: absences, behavioral issues, grade point average below 2.0.

- assesses needs,
 - sets priorities based on research-based best practices.
3. Asset-based services developed by, with and for youth.
 4. County leadership mentoring youth as leaders.
 5. Communities and citizens mobilized to support youth and advocate for their welfare.
 6. An environment in which youth are viewed by their communities as valued resources, assets and leaders.

SUGGESTED COUNTY-WIDE STRATEGIES

In two years, community agencies and the county-wide planning body³ will:

1. Review the inventories and assessments already completed by volunteer and paid service providers which identify the needs of targeted youth, where service gaps exist, and where services which should be linked.
2. Train people in asset building.
3. Review current data on best practices and their relevance to our youths' needs.
4. Establish a on-line network database of youth providers, so that:
 - Agencies can coordinate and integrate services
 - Youth can find the information and resources they need to know
5. Develop one-stop shopping so youth can identify what resources are available and where they can be heard and cared about.
6. Assertively market Pierce County to potential funding sources.
7. Get youth input and involvement in their own solutions, and buy-in to action plans.
8. Provide a regular forum for people concerned about and/or serving youth to share information.
- 9.
- 10.

³ Yet to be established.

COMMUNITY and AGENCY SPECIFIC COMMITMENT GRID:

Specific strategies toward which you are willing to commit:

Priority	List below the name of your community, your council or agency:	Specify below strategies which respond to the needs of your constituency, especially and which school age youth at moderate risk, and for which you are willing to be responsible:	List below those whose help you need to achieve this strategy:	What outcomes do you seek? List below:

Please return this to the Children's Commission by May 25, 1999 (FAX) 798-6490

This form was filed in box 7490e

Organization:

Phone/FAX



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 *msf*
SUBJECT: RESOLUTION RELATING TO POTENTIAL TOLLS
DATE: MAY 19, 1999

INFORMATION/BACKGROUND

Mayor Wilbert is recommending a resolution of policy intent to be forwarded to Governor Locke and the Washington state Legislature. This resolution requests that the legislature avoid toll-based financing schemes and only adopt such schemes after public debate. The resolution suggests that tolls should not be used to finance preservation and maintenance of existing public transportation facilities. The resolution also lays down some suggested criteria for the regulation of tolls.

POLICY CONSIDERATIONS

This recommendation is advisory to the legislature.

FISCAL CONSIDERATIONS

Unknown at this time.

RECOMMENDATION

The resolution is a reasonable statement of policy as presented.

**CITY OF GIG HARBOR
RESOLUTION NO. _____**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR RELATING TO POTENTIAL TOLLS TO FINANCE CONSTRUCTION OF NEW ROADS AND BRIDGES, AND TO REFINANCE PRESERVATION AND MAINTENANCE OF EXISTING PUBLIC HIGHWAYS AND BRIDGES, ORIGINALLY CONSTRUCTED USING TOLL REVENUES.

WHEREAS, the State of Washington has several traditional sources of revenue available to finance preservation and maintenance of existing public infrastructure: gas tax, MVET, federal grants and Referendum 49 bond proceeds, and

WHEREAS, even so, the State of Washington is considering widespread use of tolls to finance preservation and maintenance of existing public highways and bridges originally constructed using toll revenues, and

WHEREAS, tolls, congestion pricing, and other toll-based options are also being considered to finance new highway and bridge construction, and

WHEREAS, in November 1998 the residents of the City of Gig Harbor rejected the proposal to construct a new Tacoma Narrows Bridge using tolls with a vote of 80% against,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR THAT:

Section 1. The State Legislature should confine financing of existing and new public transportation infrastructure to traditional state revenue sources: gas tax, MVET, federal grants and state bond proceeds - and avoid toll-based financing options. Any toll-based financing must be debated by the Legislature with appropriate public input.

Section 2. Tolls/user fees are regressive taxes, unfairly impacting all citizens on limited incomes, reducing freight mobility, and adding to costs for small business. Tolls should not be used to finance, preservation and maintenance of existing public transportation facilities and corridors.

Section 3. Use of tolls should be selectively considered and should be subject to the following constraints:

Taxpayers must be assured that regulation of tolls is fair and equitable and consumer

interests are protected.

Tolls, similar to utility rates, must be regulated by an independent regulatory agency that would hold public hearings on establishing/changing toll rates.

Toll revenue must be subject to the Executive/Legislative budget process and oversight, including periodic audit by the State Auditor.

Private contractors operating under the Public Private Initiative Program (R.C.W. 47-46) and establishing toll rates for new construction projects must be subject to independent toll rate regulation.

Personal privacy of the individual must be protected if automated toll collection/vehicle information system are used.

PASSED BY THE CITY COUNCIL, at the regularly scheduled City Council meeting of the ____ day of _____, 1999.

Gretchen Wilbert, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Filed with City Clerk:

Passed by City Council:



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
RE: COMMUNITY DEVELOPMENT CONSORTIUM AGREEMENT
DATE: MAY 20, 1999

INFORMATION/BACKGROUND

In order for the City of Gig Harbor to participate as a member of Pierce County's Community Development Urban County Consortium, the city must sign the attached agreement. The city has participated in this consortium in the past, but has not realized jurisdictional benefit from any funds from Community Development, Emergency Shelter, or HOME Investment Partnership entitlement grants from the US Department of Housing and Urban Development. The only income-eligible sector of the city's population with regard to these grant funds is the senior population, which is assumed to be eligible by the funding agencies.

POLICY CONSIDERATIONS

Participation in this group allows the city to have local voice in the distribution of these funds.

FINANCIAL CONSIDERATIONS

None at the current time.

RECOMMENDATION

Staff recommends that Council authorize the Mayor to sign the consortium agreement for the city to be returned to Pierce County prior to the June 4 deadline.



May 5, 1999

Mayor Gretchen Wilbert
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

RECEIVED

MAY - 6 1999

CITY OF GIG HARBOR

Subject: Community Development Consortium Agreement

Dear Mayor Wilbert:

Your community is currently a member of Pierce County's Community Development Urban County Consortium, sharing in the receipt and annual allocation of Community Development (CDBG), Emergency Shelter (ESG), and HOME Investment Partnership (HOME) entitlement grants from the US Department of Housing and Urban Development (HUD). At this time, all of the incorporated cities and towns in Pierce County (with the exception of the City of Tacoma), as well as the County's unincorporated areas, are members of the Consortium.

Every three years, we are required by HUD to give each participating community the opportunity to remain in the consortium or withdraw from it. Per HUD regulations, the options you have regarding the Urban County Consortium are further defined as follows:

- You may remain as a member of the urban county consortium. By remaining a member you will also remain eligible to participate in the County's ESG and HOME programs but will be ineligible to apply for grants under the State's Small Cities CDBG program.
- You may withdraw from the urban county. If you choose to be excluded, you will be eligible to participate in the State's Small Cities CDBG program.
- Either decision will remain in effect for the next three program years, 2000, 2001 and 2002 and may not be changed.

The end of the current three-year period is rapidly approaching. Pierce County must notify HUD of the composition of the consortium by July of this year. HUD requires that your community's Council take formal action in this matter and formally advise us, no later than June 4, 1999, if you wish to remain in or withdraw from Pierce County's Community Development Urban County Consortium. If you wish to remain in the Consortium, the enclosed HUD approved Cooperation Agreement must be signed and formally returned to us no later than June 4, 1999. If you elect to withdraw from the Consortium, you must formally advise both the County and HUD of that decision, again no later than June 4, 1999.



Please give this matter your immediate attention. If you wish to discuss your options, or to obtain further information regarding the noted community development programs, please call me at (253) 798-6922. Thank you.

Sincerely,


Bethany Wolbrecht
Planner
Community Development Division

Enclosure:

**COOPERATION AGREEMENT FOR
URBAN COUNTY COMMUNITY DEVELOPMENT PROGRAM FUNDS**

THIS AGREEMENT, made and entered into by and between Pierce County (hereinafter called the County) and the City of Gig Harbor (hereinafter called the City) this ____ day of _____, 1999, is hereby approved in its entirety.

WITNESSETH:

WHEREAS, Pierce County, as administrator of an Urban County Consortium of the County and its members Cities and Towns is entitled to received Community Development Block Grant (CDBG), Emergency Shelter Grant (ESG), and HOME Investment Partnership (HOME) funds for fiscal years 2000, 2001, and 2002, under provisions of Title I of the Housing and Community Development Act of 1974 (as amended), the Stewart B. McKinney Homeless Assistance Act (as amended) and the HOME Partnership Investment Act, and applicable Federal regulations adopted pursuant thereto; and

WHEREAS, the amount of the federal grant funds to which the County Consortium may be entitled under the said Acts is, in part, dependent upon the characteristics of the County's unincorporated area population together with the resident population of cooperating cities and towns, exclusive of the City of Tacoma, and other eligible general local governments, which hereafter may become entitlement communities, as defined by the Department of Housing and Urban Development (HUD); and

WHEREAS, it was determined to be of mutual benefit for the parties to this agreement to jointly undertake a Community Development Program as required by said acts and applicable Federal regulations, and

WHEREAS, the agreements must be submitted for final approval to the Department of Housing and Urban Development.

NOW, THEREFORE, it is mutually covenanted and agreed as follows:

1. The City, by this agreement elects to participate with the County as part of the Urban County Consortium, utilizing CDBG, ESG, and HOME funds for fiscal years 2000,2001, and 2002 along with such program income generated from the expenditure of said funds.
2. Upon certification by the Department of Housing and Urban Development of the County Consortium's eligibility to received grant funds under the said Acts, and upon meeting all other criteria established by HUD, the parties hereto agree to cooperate to undertake or assist in undertaking, community renewal and lower income housing assistance activities,

specifically urban renewal and publicly assisted housing. In addition, to ensure successful accomplishment of the Community Development Program and housing goals, the City further agrees to undertake necessary actions, as determined by the County, to carry out the Community Development Program and Consolidated Plan. It is expressly understood that in the event the City refuses to take the necessary actions to facilitate accomplishment of the program or housing goals, or takes an action which impedes or precludes such accomplishment for which HUD imposes sanctions against the County, resulting in disallowance of certain expenditures, the City agrees to reimburse the County for such disallowed costs.

3. The final approval of all funding allocations and proposed activities must be secured through a formal Action Plan submitted annually to HUD by the County as part of the County's Consolidated Plan. It is expressly understood that the County assumes full responsibility and all obligations for program administration as specified in the aforementioned Acts and the regulations thereunder. It is further understood that this responsibility includes making final determination regarding the content of the Consolidated Plan and the Action Plan including the allocation of funds therefore, provided that all such programs or activities, if approved shall not commence until and unless the County is satisfied that said programs or activities will be carried out in accordance with all relevant State, Federal and local laws and regulations which may affect the County's obligations as applicant.
4. To assure continuity of citizen participation, the County Council has by ordinance established a Citizens' Advisory Board reporting to the County Executive, whose responsibilities shall included, but not necessarily be limited to:
 - a. Developing an annual Needs Assessment that identifies Community Development needs and recommends long and short-term objectives, and program priorities.
 - b. Soliciting and reviewing project proposals consistent with the objectives identified in Subsection a, above.
 - c. Recommending project proposals to the County Executive for funding.
 - d. Conducting public hearings relevant to the determination of needs, and the funding of new projects to meet those needs and performance under the grants.

5. All actions necessary to ensure compliance with Federal regulations, and requirements shall be taken with regard to: Section 104 (b) of Title I of the Housing and Community Development Act of 1974 (as amended); Title IV of the Civil Rights Act of 1964; the Fair Housing Act; Section 109 of Title I of the Housing and Community Development Act of 1974 (as amended); and other applicable laws. Further, funds will not be made available for activities in or in support of any cooperating unit of general government that does not affirmatively further fair housing within its own jurisdiction or impedes the County's actions to comply with its fair housing certification.
6. The County shall provided and maintain the necessary professional staff or retain the services of qualified personnel, including consultants, to provide technical assistance to the Citizens' Advisory Board and to the City or Town, and to monitor and evaluate the on-going performance of the Community Development program, provided, that funding for such services shall be included in the annual Action Plan.
7. This agreement shall automatically be renewed at the end of each three-year qualification period, unless changes to the agreement are required by HUD that would require the execution of a new agreement, or if the City provides written notice it elects not to participate in the new qualification period. This agreement will remain in effect until CDBG, ESG, and HOME funds and program income received within the respective qualification period are expended and funded activities are completed.

Neither party may terminate or withdraw from this agreement while it remains in effect except as a result of HUD action, or the County fails to qualify as an Urban County, or the County does not receive a grant in any of the three-year periods. The County will notify the City of the right to withdraw, per the Urban County Qualification Notice.

Failure by either party to adopt an amendment to the agreement incorporating all changes necessary to meet the requirements for cooperation agreements set forth in the Urban County Qualification Notice, and to submit the amendment to HUD as provided in the Urban County Qualification Notice will void the automatic renewal of such qualification period.

In addition, during such program years, or such additional time as may be required to expend the CDBG, ESG, or HOME funds granted to the parties during that period and any program income generated as a result thereof, both parties shall do everything within their power to promote the implementation of the Consolidated Plan and the annual Action Plan.

8. Pursuant to 24 CFR 270.501 (b), if it receives funding from the program, the City is subject to the same regulations applicable to subrecipients,

including the requirement of a written agreement set forth in 24 CFR 570.503.

9. In the event that the expenditure of Community Development Program funds provided hereunder generate any program income:
 - a. The City must inform the County of any program income generated;
 - b. Any such program income must be paid to the County or, upon approval of the County, may be retained by the City to accomplish the objectives of the program;
 - c. Any program income the City is authorized to retain may only be used for eligible Community Development Program activities and the appropriate records of such funds and their use must be maintained;
 - d. That upon the event of closeout of this Agreement, of a change in the status of the City, any program income retained in the control of the City at that time, or subsequently received, shall be paid to the County; and,
 - e. The County shall retain responsibility for monitoring and reporting on the use of such program income.
10. Real property acquired or improved by the City with Community Development Program funds shall be managed in accordance with the Reversion of Assets policy established by the County based on the standards set forth in 24 CFR 85; entitled "Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments", and specifically paragraph 31 relating to Real Property.
11. The City shall comply with the Use of Force Policy adopted by the County. In accordance with section 519 of Public Law 101-144, (the 1990 HUD Appropriations Act), City certifies that it has adopted and is enforcing a policy:
 - a. Prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstration; and
 - b. Enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.

11. The City:

- a. May not apply for grants under the Small Cities or States CDBG Programs from appropriations for fiscal years during the period in which it is participating in the Urban County's CDBG program; and
- b. May not participate in a HOME Consortium except through the Urban County, regardless of whether the Urban County receives a HOME formula allocation.

IN WITNESS THEREOF, the parties have executed this Agreement as of the dates indicated.

CITY OF GIG HARBOR

PIERCE COUNTY

By: _____

By: Doug Sutherland

Title: _____

Title: Pierce County Executive

Date: _____

Date: _____

Attested by:

Title: _____

Date: _____

ATTEST:

The terms and provisions of this Agreement are fully authorized under state and local law and the Agreement provides full legal authority for the County to undertake or assist in undertaking essential community development and housing assistance activities, specifically urban renewal and publicly assisted housing in the City.

Pierce County Deputy Prosecuting Attorney

Date: _____



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: DOE GRANT AGREEMENT (NO. G9900191) – UST REMOVAL
DATE: MAY 19, 1999

INTRODUCTION/BACKGROUND

In 1987, the City installed two, 1,000-gallon fuel storage tanks at the City Shop. The tanks conformed to the Underground Storage Tank (UST) regulations in effect at that time. Subsequently, more stringent requirements were adopted for UST's, including insurance, licensing, monitoring and testing. The tanks were essentially removed from service in the mid-90's due to the costs to upgrade and maintain the tanks, their relatively small size, and viable alternatives for fuel supply. On October 8, 1997, Council authorized a contract in the amount of \$8,051.40 with Kleen Environmental Technologies, Inc., to decommission and remove the two fuel tanks.

The tanks were removed on November 27, 1997, and on March 31, 1999 the Department of Ecology confirmed that the decommissioning and removal satisfied the requirements of the Underground Storage Tank Regulations, RCW Chapter 173-360-385 through 173-360-398 (permanent closure requirements for underground storage tanks). The final contract amount was \$7,484.40.

Under their UST Decommissioning Grant Program, DOE has offered to reimburse 50-percent of the City's costs for the project. Council authorization is requested to execute the grant agreement with DOE.

ISSUES/FISCAL IMPACT

The grant provides reimbursement of 50-percent of the final contract price for UST removal, or \$3,742.

RECOMMENDATION

I recommend that Council authorize execution of the UST Removal Agreement between the State of Washington Department of Ecology and the City of Gig Harbor, Grant No. G9900191.

Grant No. G9900191
UST Removal Agreement with
City of Gig Harbor

STATE OF WASHINGTON DEPARTMENT OF ECOLOGY
AND
CITY OF GIG HARBOR

This is a binding agreement entered into by and between the state of Washington Department of Ecology, hereinafter referred to as the DEPARTMENT, and City of Gig Harbor, hereinafter referred to as the RECIPIENT, to carry out the activities described herein.

RECIPIENT ADDRESS	3105 Judson Street Gig Harbor, WA 98335
RECIPIENT REPRESENTATIVE	Wes Hill, Public Works Director
RECIPIENT TELEPHONE NUMBER	(253) 851-8145
RECIPIENT PROJECT COORDINATOR	Willy Hendrickson
DEPARTMENT PROJECT OFFICER	Steve Loftness (360) 407-6060
DEPARTMENT FAX	(360) 407-7157
DEPARTMENT TECHNICAL STAFF	Karen Backman(360) 407-6268
FUNDING SOURCE	Local Toxics Control Account
MAXIMUM ELIGIBLE COST	\$7,484
STATE GRANT SHARE	\$3,742
LOCAL SHARE	\$3,742
STATE MAXIMUM GRANT PERCENT	50%
FEDERAL TAX IDENTIFICATION NO.	91-6001435

The effective date of this grant is October 1, 1997. Any work performed prior to the effective date of this agreement without prior written authorization and specified in the Scope of Work will be at the sole expense and risk of the RECIPIENT.

This agreement shall expire no later than May 31, 1999.

PROJECT DESCRIPTION

This project involved the removal of a city-owned underground storage tank at 5116 89th Street in Gig Harbor. The closure was approved by the Southwest Regional Office.

SCOPE OF WORK

The task(s) set forth below summarize the RECIPIENT's activities, budget(s), and schedule(s).

1. PROJECT TASK: EXCAVATION, TANK REMOVAL, AND DISPOSAL

Maximum Eligible Cost: \$7,484

Schedule: October 1, 1997 to May 31, 1999

Project Description:

- a. Prepare technical specifications and RFP documents.
- b. Select contractor.
- c. Remove existing concrete pads and pipe.
- d. Excavate and remove USTs.
- e. Dispose of tanks and residual materials.
- f. Prepare site assessments.
- g. Conduct soil sampling.
- h. Dispose of contaminated soil
- i. Prepare comprehensive UST and remediation reports.
- j. Manage and administer project
- k. Administer project and grant.

BUDGET

<u>Project Task</u>	<u>Maximum Eligible Cost</u>
1. Excavation, Tank Removal, & Disposal	<u>\$7,484</u>
TOTAL	\$7,484

FUND SOURCE

Total Eligible Project Cost		\$7,484
Fund	Fund Share (%)	Maximum Fund Amount
Local Toxics Control Account	50%	\$3,742
Match Requirement	Match Share (%)	Match Amount
Cash Match	50%	\$3,742

ADDITIONAL BUDGET CONDITIONS

1. Overhead is eligible; the RECIPIENT may charge 25 percent of the RECIPIENT salaries and benefits applied directly to the project as overhead.
2. The fiscal office will monitor expenditures at the task level. A letter amendment is required to redistribute costs among tasks. A formal amendment is required to increase state funding.
3. The maximum allowable amount from LTCA is \$3,742. All remaining costs will be paid by cash match.

SPECIAL TERMS AND CONDITIONS

A. MINORITY AND WOMEN'S BUSINESS PARTICIPATION

The RECIPIENT agrees to solicit and recruit, to the maximum extent possible, certified minority-owned (MBE) and women-owned (WBE) businesses in purchases and contracts initiated after the effective date of this Agreement.

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

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

Meeting these goals is voluntary and no contract award or rejection shall be made based on achievement or non-achievement of the goals. Achievement of the goals is

encouraged, however, and the RECIPIENT and ALL prospective bidders or persons submitting qualifications shall take the following affirmative steps in any procurement initiated after the effective date of this Agreement:

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

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

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

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

B. USE OF EXISTING CONTRACTS

The RECIPIENT may use existing contracts that conform to adopted procurement procedures and applicable state laws. The RECIPIENT shall notify the DEPARTMENT if it used contracts entered into prior to the execution of the grant agreement for performance of grant funded activities

C. ALL WRITINGS CONTAINED HEREIN

This agreement, the appended "General Terms and Conditions," and the DEPARTMENT's Administrative Requirements for Ecology Grants and Loans, WDOE 95-701, contain the entire understanding between the parties, and there are no other understandings or representations except as those set forth or incorporated by reference herein. No subsequent modification(s) or amendment(s) of this grant agreement shall be of any force or effect unless in writing, signed by authorized representatives of the RECIPIENT and DEPARTMENT and made part of this agreement; EXCEPT a letter of amendment will suffice to redistribute the budget without increasing the total eligible project cost or to change the DEPARTMENT's

Grant No. G9900191
UST Removal Agreement with
City of Gig Harbor

Project Officer or the RECIPIENT's Project Coordinator or to extend the period of performance as set forth in the Grant Agreement.

IN WITNESS WHEREOF, the parties hereby execute this Grant:

SIGNATURE DATE
STATE OF WASHINGTON
DEPARTMENT OF ECOLOGY
Cullen Stephenson
Program Manager
Solid Waste & Financial Assistance

SIGNATURE DATE
CITY OF GIG HARBOR

Approved as to form only by Assistant Attorney General

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

A. RECIPIENT PERFORMANCE

All activities for which grant/loan funds are to be used shall be accomplished by the RECIPIENT and RECIPIENT's employees. The RECIPIENT shall not assign or subcontract performance to others unless specifically authorized in writing by the DEPARTMENT.

B. SUBGRANTEE/CONTRACTOR COMPLIANCE

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

C. THIRD PARTY BENEFICIARY

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

D. CONTRACTING FOR SERVICES (BIDDING)

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

E. ASSIGNMENTS

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

F. COMPLIANCE WITH ALL LAWS

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

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

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

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

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

G. KICKBACKS

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

H. AUDITS AND INSPECTIONS

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

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

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

2. All grant/loan records shall be open for audit or inspection by the DEPARTMENT or by any duly authorized audit representative of the State of Washington for a period of at least three years after the final grant payment/loan repayment or any dispute resolution hereunder. If any such audits identify discrepancies in the financial records, the RECIPIENT shall provide clarification and/or make adjustments accordingly.
3. All work performed under this agreement and any equipment purchased, shall be made available to the DEPARTMENT and to any authorized state, federal or local representative for inspection at any time during the course of this agreement and for at least three years following grant/loan termination or dispute resolution hereunder.
4. RECIPIENT shall meet the provisions in OMB Circular A-133 (Audits of States, Local Governments & Non Profit Organizations) or OMB Circular A-110 (Uniform Administrative Requirements for Grants & Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations) if the RECIPIENT receives federal funds in excess of \$300,000. The RECIPIENT must forward a copy of the state auditor's audit along with the RECIPIENT response and the final corrective action plan as approved by the SAO to the DEPARTMENT within ninety (90) days of the date of the audit report.

I. PERFORMANCE REPORTING

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

Quarterly reports shall cover the periods January 1 through March 31, April 1 through June 30, July 1 through September 30, and October 1 through December 31. Reports shall be due within twenty (20) days following the end of the quarter being reported.

J. COMPENSATION

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

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

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

2. Budget deviation. Deviations in budget amounts are not allowed without written amendment(s) to this agreement. Payment requests will be disallowed when the RECIPIENT's request for reimbursement exceeds the State maximum share amount for that element, as described in the Scope of Work.
3. Period of Compensation. Payments shall only be made for action of the RECIPIENT pursuant to the

grant/loan agreement and performed after the effective date and prior to the expiration date of this agreement, unless those dates are specifically modified in writing as provided herein.

4. Final Request(s) for Payment. The RECIPIENT must submit final requests for compensation within forty-five(45) days after the expiration date of this agreement and within fifteen (15) days after the end of a fiscal biennium. Failure to comply may result in delayed reimbursement.
5. Performance Guarantee. The DEPARTMENT may withhold an amount not to exceed ten percent (10%) of each reimbursement payment as security for the RECIPIENT's performance and a financial bond. Monies withheld by the DEPARTMENT may be paid to the RECIPIENT when the project(s) described herein, or a portion thereof, have been completed if, in the DEPARTMENT's sole discretion, such payment is reasonable and approved according to this agreement and, as appropriate, upon completion of an audit as specified under section J.6., herein.
6. Unauthorized Expenditures. All payments to the RECIPIENT shall be subject to final audit by the DEPARTMENT and any unauthorized expenditure(s) charged to this grant/loan shall be refunded to the DEPARTMENT by the RECIPIENT.
7. Mileage and Per Diem. If mileage and per diem are paid to the employees of the RECIPIENT or other public entities, it shall not exceed the amount allowed under state law.
8. Overhead Costs. No reimbursement for overhead costs shall be allowed unless provided for in the Scope of Work hereunder.

K. TERMINATION

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

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

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

2. Insufficient Funds. The obligation of the DEPARTMENT to make payments is contingent on the availability of state and federal funds through legislative appropriation and state allotment. When this agreement crosses over state fiscal years the obligation of the DEPARTMENT is contingent upon the appropriation of funds during the next fiscal year. The failure to appropriate or allot such funds shall be good cause to terminate this agreement as provided in paragraph K.1 above.
When this agreement crosses the RECIPIENT's fiscal year, the obligation of the RECIPIENT to continue or complete the project described herein shall be contingent upon appropriation of funds by the RECIPIENT's governing body; Provided, however, that nothing contained herein shall preclude the DEPARTMENT from demanding repayment of ALL funds paid to the RECIPIENT in accordance with Section O herein.
3. Failure to Commence Work. In the event the RECIPIENT fails to commence work on the project funded herein within four months after the effective date of this agreement, or by any date mutually agreed upon in writing for commencement of work, the DEPARTMENT reserves the right to terminate this agreement.

L. **WAIVER**

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

M. **PROPERTY RIGHTS**

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

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

2. Publications. When the RECIPIENT or persons employed by the RECIPIENT use or publish information of the DEPARTMENT; present papers, lectures, or seminars involving information supplied by the DEPARTMENT; use logos, reports, maps or other data, in printed reports, signs, brochures, pamphlets, etc., appropriate credit shall be given to the DEPARTMENT.
3. Tangible Property Rights. The DEPARTMENT's current edition of "Administrative Requirements for Ecology Grants and Loans", Part IV, shall control the use and disposition of all real and personal property purchased wholly or in part with funds furnished by the DEPARTMENT in the absence of state, federal statute(s), regulation(s), or policy(s) to the contrary or upon specific instructions with respect thereto in the Scope of Work.
4. Personal Property Furnished by the DEPARTMENT. When the DEPARTMENT provides personal property directly to the RECIPIENT for use in performance of the project, it shall be returned to the DEPARTMENT prior to final payment by the DEPARTMENT. If said property is lost, stolen or damaged while in the RECIPIENT's possession, the DEPARTMENT shall be reimbursed in cash or by setoff by the RECIPIENT for the fair market value of such property.
5. Acquisition Projects. The following provisions shall apply if the project covered by this agreement includes funds for the acquisition of land or facilities:
 - a. Prior to disbursement of funds provided for in this agreement, the RECIPIENT shall establish that the cost of land/or facilities is fair and reasonable.
 - b. The RECIPIENT shall provide satisfactory evidence of title or ability to acquire title for each parcel prior to disbursement of funds provided by this agreement. Such evidence may include title insurance policies, Torrens certificates, or abstracts, and attorney's opinions establishing that the land is free from any impediment, lien, or claim which would impair the uses contemplated by this agreement.
6. Conversions. Regardless of the contract termination date shown on the cover sheet, the RECIPIENT shall not at any time convert any equipment, property or facility acquired or developed pursuant to this agreement to uses other than those for which assistance was originally approved without prior written approval of the DEPARTMENT. Such approval may be conditioned upon payment to the DEPARTMENT of that portion of the proceeds of the sale, lease or other conversion or encumbrance which monies granted pursuant to this agreement bear to the total acquisition, purchase or construction costs of such property.

N. **RECYCLED/RECYCLABLE PAPER**

All documents and materials published under this agreement shall be produced on recycled paper containing the highest level of post consumer and recycled content that is available. At a minimum, paper with 10 percent post consumer content and 50 percent recycled content shall be used. Whenever possible, all materials shall be published on paper that is unbleached or has not been treated with chlorine gas and/or hypochlorite.

As appropriate, all materials shall be published on both sides of the paper and shall minimize the use of glossy or colored paper and other items which reduce the recyclability of the document.

O. RECOVERY OF PAYMENTS TO RECIPIENT

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

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

P. PROJECT APPROVAL

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

Q. DISPUTES

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

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

R. CONFLICT OF INTEREST

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

S. INDEMNIFICATION

1. The DEPARTMENT shall in no way be held responsible for payment of salaries, consultant's fees, and other costs related to the project described herein, except as provided in the Scope of Work.
2. To the extent that the Constitution and laws of the State of Washington permit, each party shall indemnify and hold the other harmless from and against any liability for any or all injuries to persons or property arising from the negligent act or omission of that party or that party's agents or employees arising out of this agreement.

T. GOVERNING LAW

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

U. SEVERABILITY

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

V. PRECEDENCE

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



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: RESOLUTIONS FOR IAC GRANT APPLICATIONS:
- WESTSIDE NEIGHBORHOOD PARK PROPERTY ACQUISITION
- CITY PARK AT CRECENT CREEK EXTENSION PROPERTY ACQUISITION
DATE: MAY 18, 1999

INTRODUCTION/BACKGROUND

The 1996 Parks, Recreation and Open Space Plan element of the Comprehensive Plan identified the extension of City Park at Crescent Creek as a high priority project. The Interagency Committee for Outdoor Recreation (IAC) offers a grant program to assist communities in acquiring park sites. The IAC's Washington Wildlife and Recreation Program provides a maximum 50-percent match to local funds for selected projects.

The extension of the City Park at Crescent Creek involves acquisition of 1.15 acres of land east of Wheeler Street (as shown on the attached vicinity map). The land acquisition will provide beach access within the City limits, and a water trail link with City Park at Crescent Creek. Anticipated future improvements include an interpretive and tideland access trail, floating canoe/kayak launch, and picnic area. The property owner has approached the City about purchasing the property. The Pierce County Assessors records show a parcel valuation of \$234,000. The grant application to IAC requests \$117,000.

The goals and objectives set forth in 1996 Parks, Recreation, and Open Space Plan identify the need for athletic playgrounds and open spaces in the west side of the City. The need for additional athletic playgrounds in this area of the City was confirmed in a January 26, 1999 telephone survey conducted in conjunction with preparation of the update to Parks, Recreation, and Open Space Plan. The survey revealed these residents of the community place a high priority on acquisition and development of a multipurpose community park with playgrounds, athletic fields, and picnic facilities on the west side of the City.

The Westside Neighborhood Park involves acquisition of a 4.76 acre parcel (as shown on the attached vicinity map) south of 50th Street Court. This parcel will provide for future playground, open space, and picnic areas. This site will fulfil the need for playgrounds that will be identified in the update to the current Parks, Recreation and Open Space Plan. The Pierce County Assessors records show a parcel valuation of \$75,400. The grant application to IAC requested \$37,700.

The IAC requires that prior to formal consideration of the project by their Technical Review Committee, each grant application include a resolution confirming the City's process for project development, and the City's ability and intent to construct the project. The resolution's content is prescribed by IAC.

MAYOR WILBERT AND CITY COUNCIL

May 20, 1998

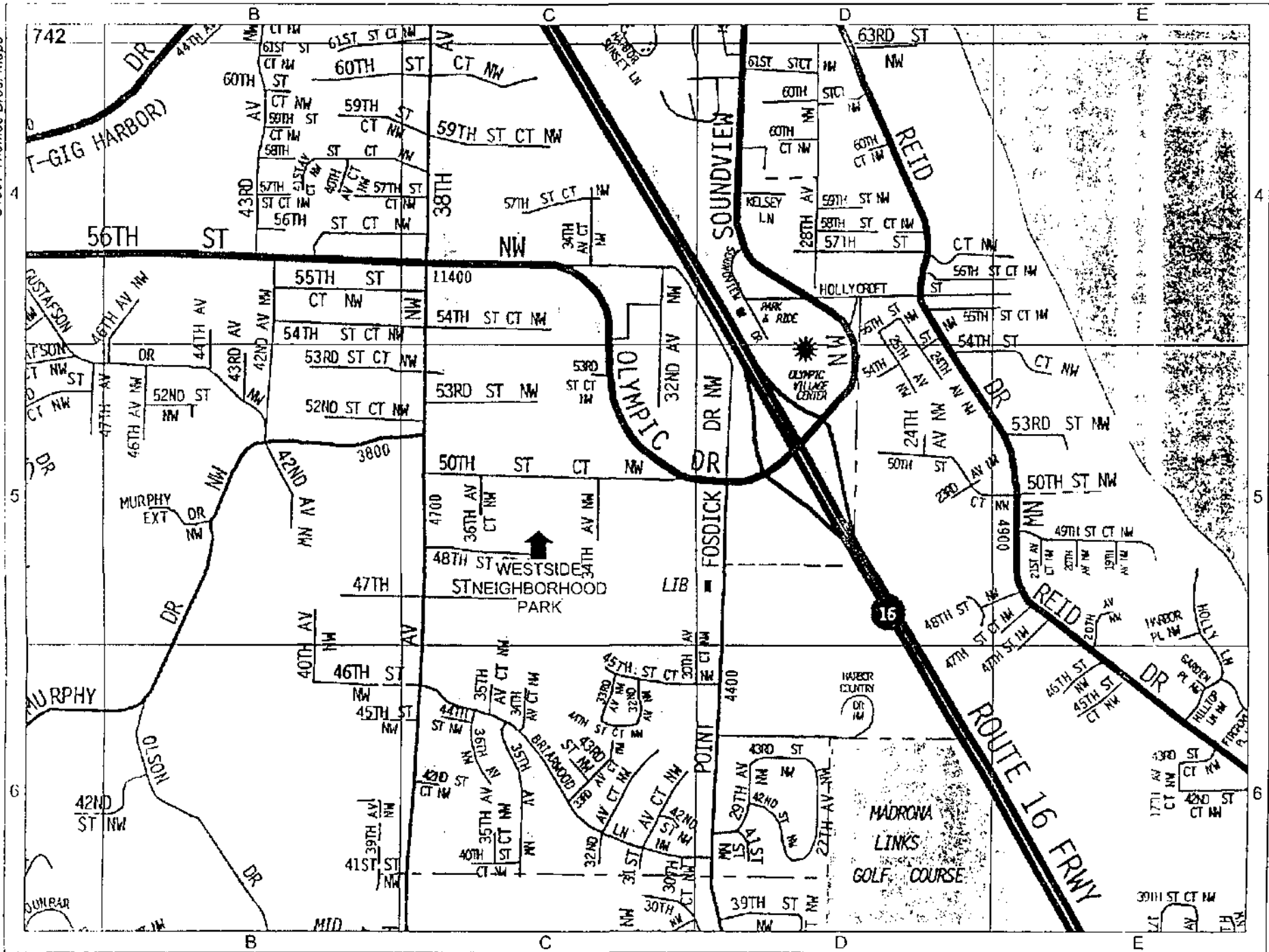
Page 2

FISCAL CONSIDERATIONS

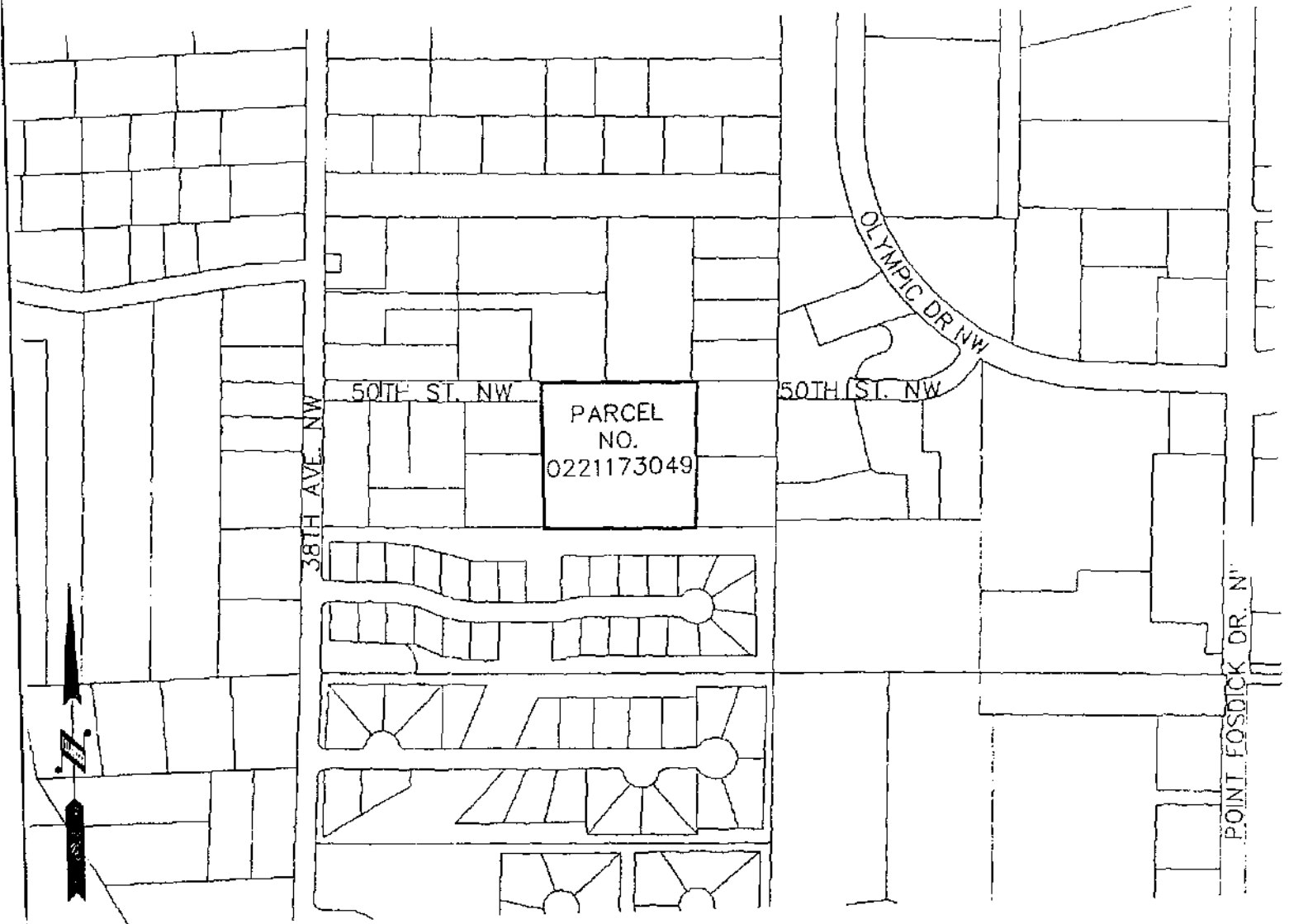
Sufficient funds are available in the 1999 Property Acquisition Fund (Fund 109) for each of the property acquisitions. Acquisition funding for these parcels will be included in the year 2000 Budget request.

RECOMMENDATION

Staff recommends that Council adopt the attached resolutions for IAC funding participation for acquisition of the parcels east of Wheeler Street at the City Park at Crescent Creek, and south of 50th Street Court NE under the Washington Wildlife and Recreation Program.



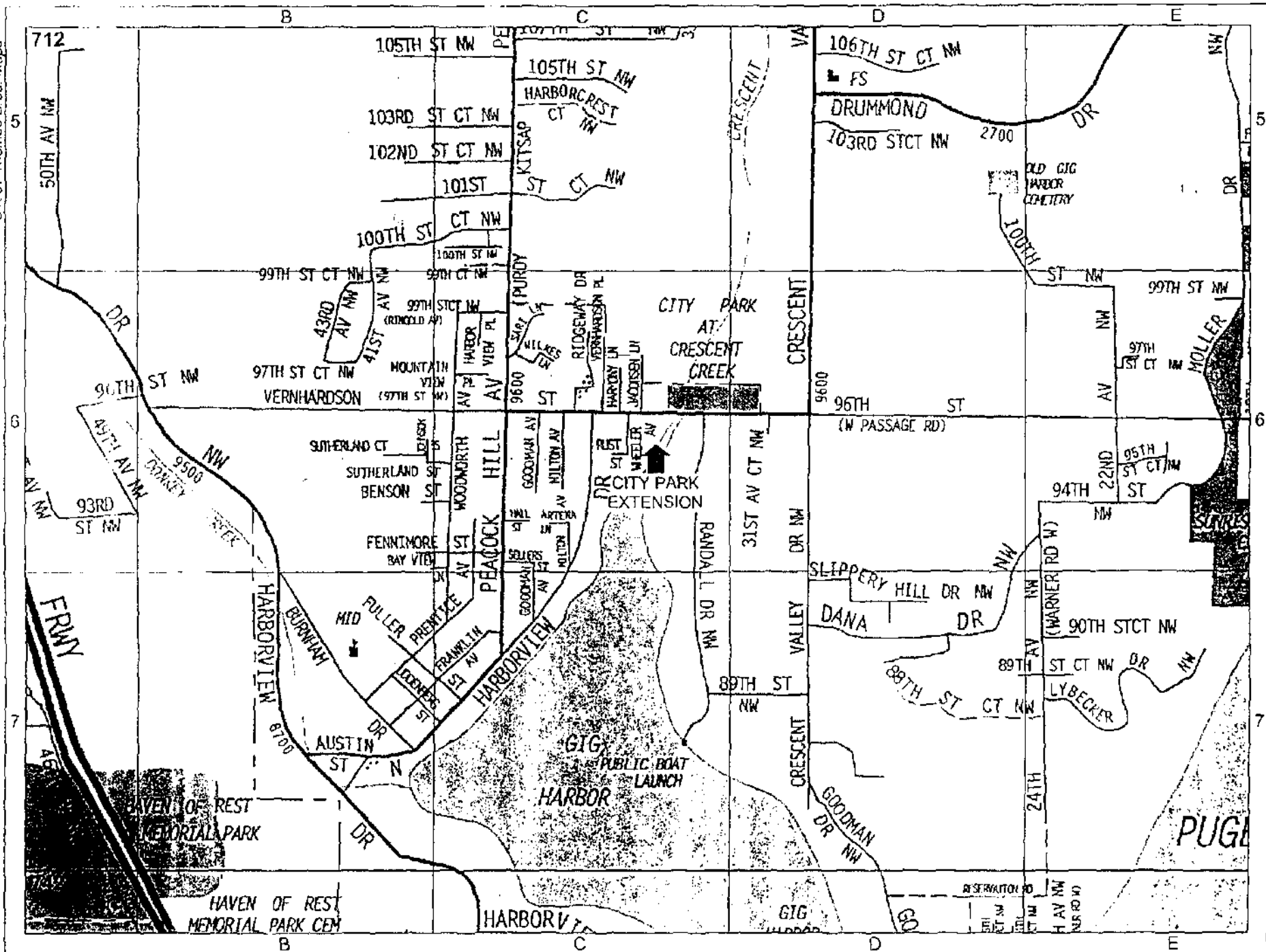
WESTSIDE NEIGHBORHOOD PARK



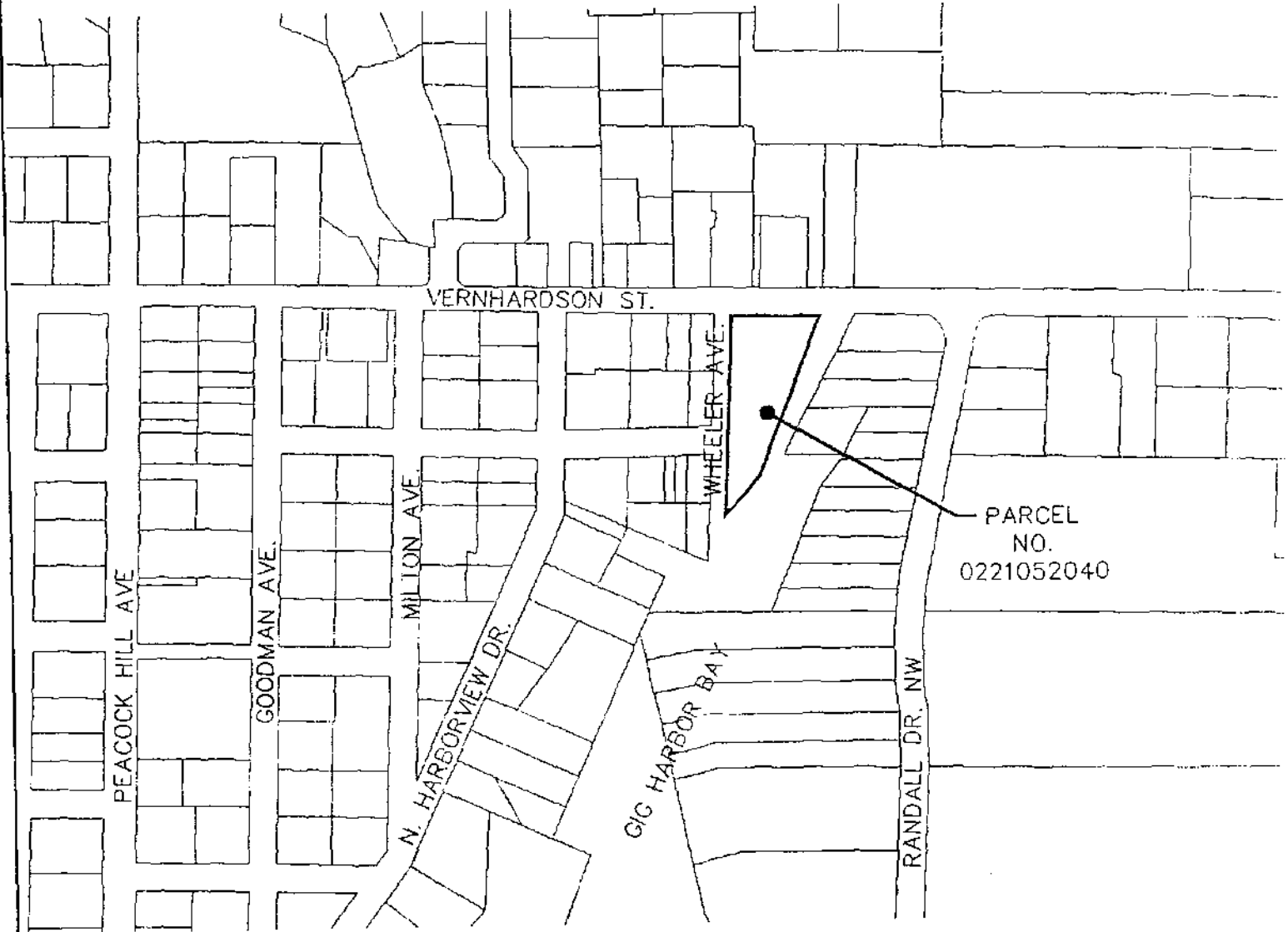
PARCEL MAP

PROPERTY LOCATION: VACANT PROPERTY
BETWEEN OLYMPIC DR. NW AND
38TH AVE. NW IN GIG HARBOR

PROPERTY ACREAGE: 4.76 ACRES



CITY PARK EXTENSION KAYAK / CANOE LAUNCH



PARCEL MAP

PROPERTY LOCATION: VACANT PROPERTY
AT THE INTERSECTION OF WHEELER AVE.
AND VERNHARDSON ST. IN GIG HARBOR

PROPERTY ACREAGE: 1.15 ACRES

**CITY OF GIG HARBOR
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, AUTHORIZING APPLICATIONS FOR FUNDING ASSISTANCE
FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECT TO
THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS
PROVIDED IN CHAPTER 43.98A RCW.**

A resolution authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in Chapter 43.98A RCW, Washington Wildlife and Recreation Program.

WHEREAS, the City Council of the City of Gig Harbor has approved the 1996 Parks, Recreation and Open Space Plan update to the Parks element of the 1994 Gig Harbor Comprehensive Plan that includes the Acquisition of Parcel #0221052040 for the City Park at Crescent Creek Extension Project;

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program, state and federal funding assistance is requested to aid in financing the cost of land acquisition; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to complete the acquisition project described in the application;

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

That the Public Works Director is authorized to make formal application to IAC for funding assistance;

That any fund assistance received will be used for implementation of the project referenced above;

That the City of Gig Harbor anticipates its share of project funding will be derived from General Revenues;

That the City of Gig Harbor will support all non-cash commitments to the local share should they not materialize;

The City of Gig Harbor acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in

such use in perpetuity unless as otherwise provided and agreed to by the City of Gig Harbor, the IAC, and any affected federal agency;

That this resolution will become part of a formal application to IAC; and

That the City of Gig Harbor provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 24th day of May, 1999.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____

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

**CITY OF GIG HARBOR
RESOLUTION NO. ____**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR,
WASHINGTON, AUTHORIZING APPLICATIONS FOR FUNDING ASSISTANCE
FOR A WASHINGTON WILDLIFE AND RECREATION PROGRAM PROJECT TO
THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS
PROVIDED IN CHAPTER 43.98A RCW.**

A resolution authorizing application for funding assistance for a Washington Wildlife and Recreation Program (WWRP) project to the Interagency Committee for Outdoor Recreation (IAC) as provided in Chapter 43.98A RCW, Washington Wildlife and Recreation Program.

WHEREAS, the City Council of the City of Gig Harbor has approved the 1996 Parks, Recreation and Open Space Plan update to the Parks element of the 1994 Gig Harbor Comprehensive Plan that includes the acquisition of Parcel # 0221173049 for a future Westside Neighborhood Park to serve city residents west of State Route-16;

WHEREAS, under the provisions of the Washington Wildlife and Recreation Program, state and federal funding assistance is requested to aid in financing the cost of land acquisition; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to complete the acquisition project described in the application;

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

That the Public Works Director is authorized to make formal application to IAC for funding assistance;

That any fund assistance received will be used for implementation of the project referenced above;

That the City of Gig Harbor anticipates its share of project funding will be derived from General Revenues;

That the City of Gig Harbor will support all non-cash commitments to the local share should they not materialize;

The City of Gig Harbor acknowledges that any property acquired or facility developed with IAC financial aid must be placed in use as an outdoor recreation facility and be retained in

such use in perpetuity unless as otherwise provided and agreed to by the City of Gig Harbor, the IAC, and any affected federal agency;

That this resolution will become part of a formal application to IAC; and

That the City of Gig Harbor provided appropriate opportunity for public comment on this application.

RESOLVED by the City Council this 24th day of May, 1999.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

BY: _____

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



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: MARK HOPPEN, CITY ADMINISTRATOR
WES HILL, P.E., PUBLIC WORKS DIRECTOR
SUBJECT: HARBORVIEW DRIVE FERRY LANDING
- PROPERTY ACQUISITION
DATE: MAY 18, 1999

INTRODUCTION/BACKGROUND

The owner of a property west of the existing Harborview Drive ferry landing, Parcel No. 0221081072, has approached the City about the possibility of the City purchasing her property. (See the attached vicinity map). The approximately 6,100 square foot property includes beach frontage, and has expansive marine and territorial views. The owner has offered to sell this land to the City to enhance the proposed Harborview Drive Viewpoint Project by providing direct beach access.

Typically the City would require a Level 1 site assessment prior to purchasing property. This assessment is not warranted at this location due to the parcel's small size and configuration (steep slopes, etc.), and lack of previous development. The possibility of soil contamination is remote. Furthermore, anticipated future improvements, including excavation would be limited.

Council authorization is being requested to waive the Level 1 site assessment, and to proceed with negotiations for the described property acquisition. Following negotiations a contract will be brought back for Council consideration.

ISSUES/FISCAL IMPACT

An appraisal of the property performed by Brookes Blaine Appraisal Services on March 2, 1999 concluded the value of the property was \$36,588 (approx. \$6.00 per sf). This compares with a Pierce County assessed value of \$33,300.

RECOMMENDATION

Staff recommends that Council approve a waiver of the Level 1 site assessment, and authorize staff to proceed with negotiations for acquisition of Parcel No. 0221081072.

HARBORVIEW DRIVE VIEWPOINT EXTENSION



PARCEL MAP

PROPERTY LOCATION: VACANT PROPERTY
AT THE STREET END OF
HARBORVIEW DR. IN GIG HARBOR

PROPERTY ACREAGE: 0.14 ACRES



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
SUBJECT: CONSULTANT SERVICES CONTRACT
- GRANDVIEW SKATEBOARD PARK
DATE: MAY 19, 1999

INTRODUCTION/BACKGROUND

On August 20, 1998, the Interagency Committee for Outdoor Recreation (IAC) selected the Gig Harbor Skateboard Park Project to receive funding assistance through the Washington Wildlife and Recreation Program. On May 3, 1999 the Washington State Legislators approved funding for the IAC program. The grant will provide reimbursement in a 50% match basis for up to \$184,696 of eligible project costs.

The Project will include the development of a 15,000 square foot skateboard facility. The concrete surfaced park will be below the surrounding grade and will provide a pyramid, ramps, ¼ pie, jumps, steps, railing, and a "snake run."

After reviewing the Consultant Services Roster and checking with other agencies, Mr. Jon Ortgiesen, Landscape Architect was selected as the best qualified to perform the work. This selection was based on Mr. Ortgiesen's training and experience as a Landscape Architect in the layout and design of parks and other similar facilities; his advocacy, leadership, and participation in this project since its inception; familiarity with the area; and ability to complete the work within the project schedule.

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$14,060.25 with Mr. Jon Ortgiesen, Landscape Architect, to perform project design and construction support for the City of Gig Harbor Skateboard Park Project.

FISCAL CONSIDERATIONS

Sufficient funds are available for this work within the Parks budget. Mr. Ortgeisen will be donating a portion of his services to maximize the City's local match contribution.

Mr. Ortgeisen does not carry the \$1-million business automobile coverage, and does not have Commercial General Liability and Professional Liability coverage as typically required in our standard Consultant Services Contracts. He carries a standard automobile policy of \$300K per person, \$300K per occurrence, and \$100K for property.

This is acceptable to the Association of Washington Cities (AWC). Ms. Nancy Heyen, AWC Risk Management Specialist, suggested that the City extend its general liability coverage for this contract. This is reflected in the contract insurance language (Section VIII).

This approach is supported by the nature of the work, including the mostly volunteer effort that has and will be performed by Mr. Ortgiesen. His work will be focused on general layout and related issues, with all of his work reviewed and signed by, and the structural and detailed design, and contract documents prepared by City staff. City staff will also have primary responsibility for construction inspection.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Mr. Jon Ortgiesen Landscape Architect, to perform project design and construction support services for the City of Gig Harbor Skateboard Park Project in an amount not to exceed fourteen thousand sixty dollars and twenty-five cents (\$14,060.25).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
JON ORTGIESEN, LANDSCAPE ARCHITECT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and **JON ORTGIESEN, LANDSCAPE ARCHITECT** organized under the laws of the State of Washington, located and doing business at **2814 Slippery Hill Drive NW, Gig Harbor, Washington 98332** (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the **Design and Construction of a Skateboard Park**, 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 **March 1, 1999**, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

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 FOURTEEN THOUSAND SIXTY DOLLARS AND 25/100 CENTS (\$14,060.25) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. **PROVIDED, HOWEVER**, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **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 CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

1. Automobile coverage of \$300,000 per person, \$300,000 per occurrence and \$100,000 for property damages.

C. The City of Gig Harbor agrees to extend general liability insurance coverage through the Association of Washington Cities Risk Management Services Agency with a limit of \$5 million per occurrence to the Consultant for work performed under this contract. All provisions of the Insuring Agreement that the City of Gig Harbor has with the Association of Washington Cities Risk Management Services Agency apply.

D. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The City reserves the right to receive a certified copy of all the required insurance policies.

E. 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 cancellations, 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

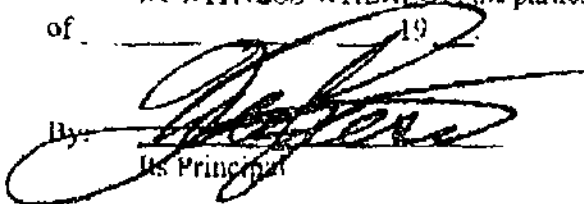
All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified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

Jon Ortgiesen
Landscape Architect
2814 Slippery Hill Drive NW
Gig Harbor, WA 98332

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

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

The City of Gig Harbor

By: _____
Mayor

Notices to be sent to:
Jon Ortgiesen
Landscape Architect
2814 Slippery Hill Drive NW
Gig Harbor, WA 98332

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 WORK

SKATEBOARD PARK for the CITY of GIG HARBOR

Prepared by

Jon Ortgiesen / Landscape Architect

March 1, 1999

**EXHIBIT A
SCOPE OF SERVICES**

TASK OF WORK

Following is a brief description of the tasks of work outlined in the chart incorporated in exhibit B:

Consultant and city staff will jointly review the contents of work program, schedule, and budget, and resolve a final scope of work detailing major task responsibilities, products, and other features.

PHASE 1 - PROJECT START

A - CONTRACT AGREEMENT

- 1- A contract agreement between Gig Harbor and Jon Ortgiesen/
Landscape Architect will be prepared and reviewed by both parties. Contract to
Include:
 - a- Amount of contract
 - b- Start and completion of work
 - c- Scope of work
 - d- Schedule of work to be performed

B - INFORMATION / DATA COLLECTING

- 1- City to provide all necessary information pertinent to project
 - a- Legal description
 - b- Existing plans / reports / as built
 - c- Grading / topo maps
 - d- Utility easements
 - e- Geological / soil tests
 - f- Planning / building permits

C - PREPARE BASE MAP

- 1- Consultant to prepare a base map to scale to include:
 - a- Location of project on park site
 - b- Size of site
 - c- Existing topography
 - d- Existing utilities
 - e- Easement / restriction if any

PHASE 11 - PREPARE CONSTRUCTION DRAWINGS / DOCUMENTS

EXHIBIT A
SCOPE OF SERVICES

A- CONSTRUCTION DRAWINGS

- 1- Skate park layout plan
- 2- Grading and drainage plan
- 3- Landscape plan - to include items outside skate area
- 4- Construction details

B- CONSTRUCTION DOCUMENTS

- 1- Specification / details
- 2- Final cost estimate

PHASE 111 - BIDDING AND CONSTRUCTION

A- CONSULTANT REVIEW

- 1- Consultant to review and approve contractor bid.
- 2- Consultant to review and approve materials used for construction.
- 3- Consultant to review and approve any changes to original plans and specifications
- 4- Consultant to make site visitations as necessary to insure quality of work.

Consultant will make sight visitations only. Inspections will be performed by a qualified inspector representing the City of Gig Harbor..

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

PROJECT: GIG HARBOR SKATEBOARD PARK

EXHIBIT "B"

Jon Ortgiesen, Project Manager
\$75/hr rate

CONSULTANTS Steve Rose, Landscape Architect
\$55/ hr rate

PROJECT MANAGER
LANDSCAPE ARCHITECT

PHASE 1- PROJECT START

	TIME IN WEEKS												PROF HRS	LABOR HRS	MATLS. COSTS	TOTAL COSTS	
	1	2	3	4	5	6	7	8	9	10	11	12					
A. CONTRACT AGREEMENT																	
1- PREPARE / PRESENT AGREEMENT TO CITY FOR REVIEW AND APPROVAL														0	0		0
B- INFORMATION DATA																	
1- CITY PROVIDE INFORMATION TO CONSULTANT														4	\$300		\$300
C- PREPARATION BASE MAP (S)																	
1- PREPARE SCALE DRAWING OF PROJECT														3	\$225		\$225
														11	\$605	\$120.25	\$585.25

PHASE 11- CONSTRUCTION DRAWINGS / DOCUMENTS

A. CONSTRUCTION DRAWINGS																	
1- SKATE PARK LAYOUT														6/8	\$450/\$440		\$890
2- REVIEW / SKATERS AND CITY														4	\$300	\$20	\$320
3- PRELIMINARY COST ESTIMATE														4	\$300		\$300
4- PREPARE GRADING AND DRAINAGE PLAN														15/20	\$1125/\$1100		\$2225
5- PREPARE STAKING PLAN														4/20	\$300/\$1100		\$1400
6- PREPARE OUTSIDE LANDSCAPE PLAN														2/8	\$150/\$440		\$590
7- PREPARE CONSTRUCTION DETAILS														16/30	\$1200/1650		\$2850
8- REVIEW BY LANDSCAPE ARCHITECT SUB - CONSULTANT														6	\$450		\$450
B. CONSTRUCTION DOCUMENTS																	
1- PREPARE SPECIFICATIONS / DETAILS														7/8	\$525/\$440		\$965
2- PREPARE FINAL COST ESTIMATE														3/2	\$225/\$110		\$335

PHASE 111- BIDDING AND CONSTRUCTION

Allow 40 working days for, construction / consultant review will take place during this time.

A. CONSULTANT REVIEW																	
1- REVIEW AND APPROVE CONTRACT BID														1	\$75		\$75
2- REVIEW AND APPROVE MATERIALS FOR CONSTRUCTION														1	\$75		\$75
3- REVIEW AND APPROVE ANY CHANGES TO ORIGINAL PLANS AND SPECIFICATIONS														2	\$150		\$150
4- SITE VISITATIONS														4	\$3000		\$3000

PROJECT BUDGET 182 \$13,920.00 \$146.25 \$14,060.25

PROJECT MANAGER-JON ORTGIESEN
LANDSCAPE ARCHITECT- STEVE ROSE



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
SUBJECT: HOLD HARMLESS AGREEMENT (TALMO, INC.)
DATE: MAY 18, 1999

INTRODUCTION/BACKGROUND

Talmo, Inc., (Talmo) has prepared construction plans for a development that will be located on property bordered by Wollochet Drive on the northwest, State Route 16 on the northeast, and 38th Avenue on the east. The project involves a high percentage of impervious coverage.

The City's Public Works Standards require that new development provide on-site stormwater treatment and detention prior to discharge to the City's storm sewer system. Talmo proposes on-site water quality treatment, with off-site detention. The location of the offsite detention is a designated wetland on the northwest side of Wollochet Drive. The wetland is located on property also owned by Talmo, and the subject of the Concomitant Zoning Agreement for the Tallman Annexation (ANX 91-07) approved by the Council December 13, 1993 and executed by all parties on June 17, 1994. The wetland is mostly contained on property identified in the Concomitant Zoning Agreement for conveyance by 2003 to the City as a park site.

On other projects, City staff has been advised by Corps of Engineers (COE) and Department of Ecology (DOE) regulators that wetlands may not be used for stormwater detention. Talmo has justified their proposed use of the wetlands for detention on their having obtained the necessary permits and approvals through Pierce County, the DOE, and the COE to construct an impoundment and control structure on the southwestern outlet of the wetlands in 1990. Talmo's engineers estimate the supplemental storage capacity at 100,000 cubic feet.

At the City's request, Talmo contacted the Corps of Engineers and Department of Ecology to confirm their prior approvals, and proposed use of the wetlands for detention. The COE provided a written letter (copy attached) stating that Talmo could proceed on the prior approval. Despite four months of efforts by both Talmo and City staff, DOE would not issue a statement confirming their position on the use of this wetland for detention, or their policies and requirements, generally, for using wetlands for stormwater detention. In order to move the project forward, and to protect the City, it was agreed that a "Hold Harmless" Agreement would be prepared for Council consideration.

Council approval is being requested for the following:

1. Deviation from the City's Public Works standards to allow off-site stormwater detention in lieu of on-site detention prior to discharge to the City's storm sewer system, and use of the Talmo wetland for stormwater detention for the current development; and
2. "Hold Harmless" Agreement with Talmo for deviation from the Public Works Standards, and use of the wetland and associated buffers for stormwater detention.

MAYOR WILBERT AND CITY COUNCIL

May 18, 1999

Page 2

POLICY/FISCAL CONSIDERATIONS

The Hold Harmless Agreement limits the City's potential exposure resulting from Talmo's deviation from the Public Works Standards, and use of the wetland for stormwater detention for a specific project. Use of the wetland for detention will be limited to the current development proposal southeast of Wollochet Drive pending more extensive evaluations.

RECOMMENDATION

Staff recommends Council authorize deviation from the City's Public Work Standards to allow the development on the parcel presently owned by Talmo, Inc., and bounded by Wollochet Drive on the northwest, State Route 16 on the northeast, and 38th Avenue on the east, to discharge to the City's storm sewer system without detention, and to utilize the wetlands and buffer located northwest of Wollochet Drive for stormwater detention equivalent to the City's Public Works Standards.

Staff also recommends that Council authorize execution of the attached "Hold Harmless Agreement Between the City of Gig Harbor and Talmo Corporation."

**INDEMNIFICATION AGREEMENT
BETWEEN THE CITY OF GIG HARBOR
AND TALMO CORPORATION**

THIS AGREEMENT is entered into this _____ day of _____, 1999, by and between the City of Gig Harbor, a Washington Municipal Corporation (hereinafter the "City"), and Talmo, Inc., a Washington Corporation, whose address is P.O. Box 492, Gig Harbor, Washington, (hereinafter "Talmo").

W I T N E S S E T H :

WHEREAS, Talmo owns certain parcels of property located at 6627 Wollochet Drive, Gig Harbor, also known as the Memory Lanes Recreation Center (MLRC) site (hereinafter the "Property"); and

WHEREAS, prior to Annexation of the Property to the City, Pierce County and agencies of jurisdiction approved and/or issued permits for, and Talmo constructed an impoundment and drainage control structure ("structure") in 1990 at the southwestern outlet of an existing wetland and associated wetland buffer as shown on Exhibit A, "Park Development Plan," attached hereto and incorporated herein; and

WHEREAS, the United States Army Corps of Engineers has provided written confirmation that the drainage control structure and its location are acceptable; and

WHEREAS, the Washington State Department of Ecology will not provide written verification that the drainage control structure and its location are acceptable; and

WHEREAS, the City has jurisdiction over a new development proposed by Talmo, and has required as a condition of development approval that Talmo install certain stormwater drainage system improvements (facilities) in accordance with the City's Public Works Standards; and

WHEREAS, The City's Public Works Standards require that new development construct on-site detention facilities to detain stormwater generated by the new development prior to release to the City's storm sewer system; and

WHEREAS, the parties have agreed to execute this indemnification agreement so that Talmo can obtain the necessary authorization from the City to construct these facilities and utilize the 1990 structure, and the City is not liable for any damages related to Talmo's use of the wetland and associated areas as a detention facility; and

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performances contained herein, the parties agree as follows:

Section 2. Talmo's Indemnification of City. Talmo agrees to 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 fines, penalties, legal costs and attorney's fees, arising out of or in connection with:

- A. The approval of Pierce County and other agencies with jurisdiction, and/or the issuance of permits for, and Talmo's construction of an impoundment and drainage control structure ("structure") at the southwestern outlet of an existing wetland and associated wetland buffer as shown on Exhibit A, "Park Development Plan," attached hereto and incorporated herein; prior to annexation of the property to the City, because such approval, permitting and construction would not presently be allowed under Gig Harbor Municipal Code; and
- B. The City allowing Talmo to deviate from the City's Public Works Standards by utilizing the off-site stormwater detention structure in lieu of an on-site stormwater detention system at its MLRC site, and use of the wetland and associated buffers as shown on Exhibit A, "Park Development Plan" attached hereto and incorporated herein, for said off-site stormwater detention for stormwater discharges generated by the MLRC site.

Section 3. Duration of Agreement. This agreement shall commence upon execution by both parties and shall continue in full force and effect as long as the MLRC utilizes the wetland and associated buffers, as shown on the attached Exhibit A, for off-site stormwater detention.

Section 4. 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 as a waiver or relinquishment of said covenants, agreements or options, and the same shall be and remain in full force and effect.

Section 5. Resolution of Disputes. 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 party's expenses and reasonable attorney's fees.

Section 6. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary:

Talmo, Inc.
Attn: Mr. Jim Tallman
PO Box 492
Gig Harbor, WA 98335

City of Gig Harbor
Attn: Public Works Director
3105 Judson Street
Gig Harbor, WA 98335

Section 7. 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 Talmo.

Section 8. Assignment. Any assignment of this Agreement by Talmo 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.

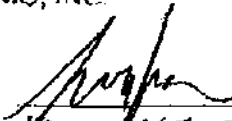
Section 9. Entire Agreement. The written terms of this Agreement shall supersede all prior verbal statements of any officer or representative of the City.

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 1999.

TALMO, INC.

THE CITY OF GIG HARBOR

By


Its AGENT

By

Its Mayor

APPROVED AS TO FORM:

Office of the City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

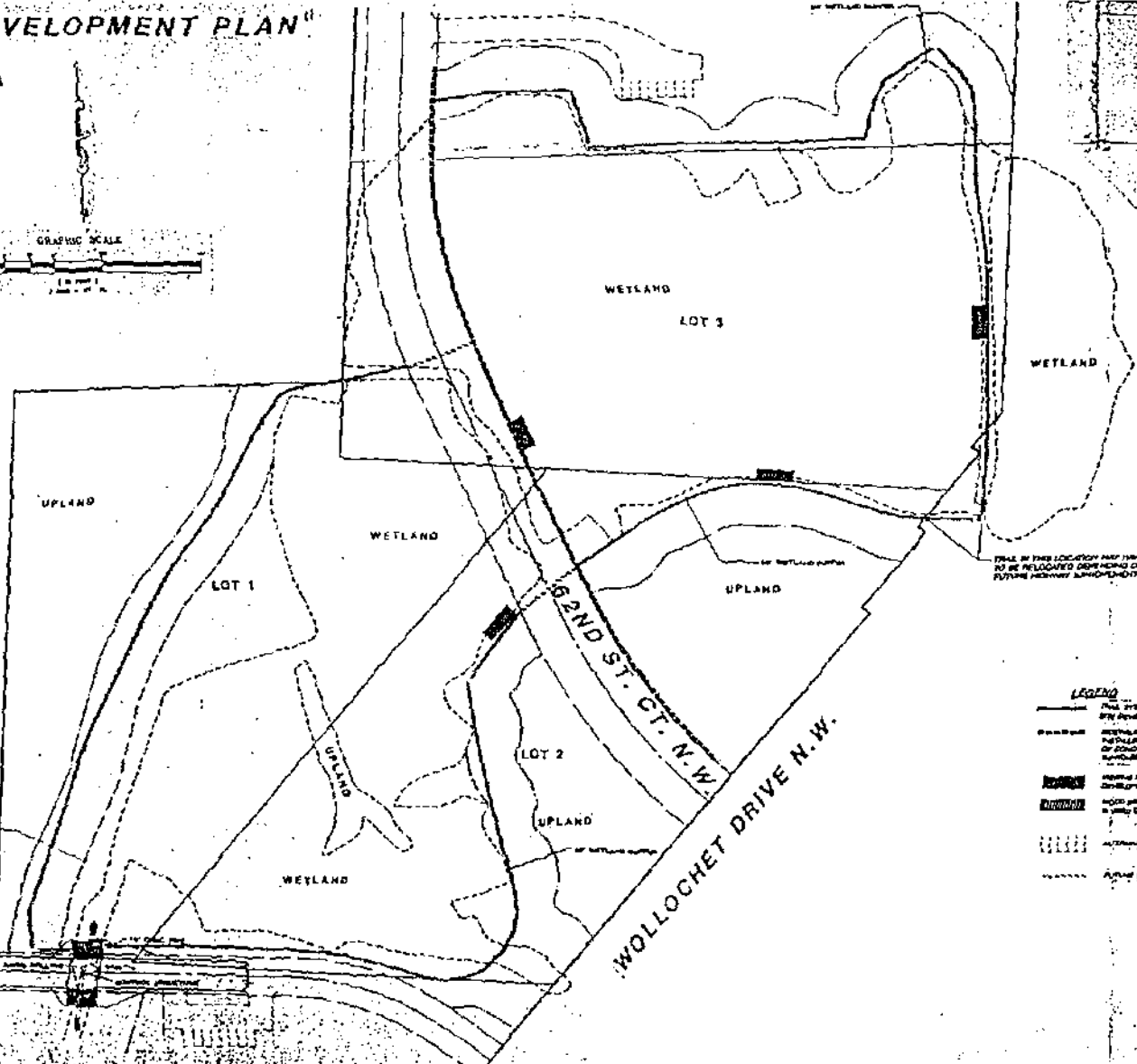
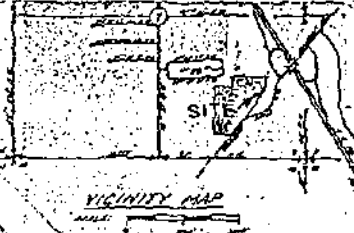
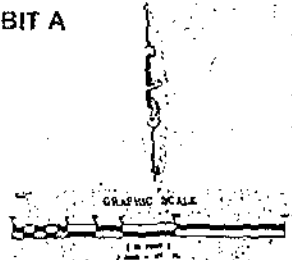
I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ to be the free and voluntary act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

Dated: _____

(print or type name)
NOTARY PUBLIC in and for the
State of Washington, residing
at:
My Commission expires: _____

"PARK DEVELOPMENT PLAN"

EXHIBIT A



THIS SITE LOCATION MAY HAVE TO BE RELOCATED DEPENDING ON FUTURE HIGHWAY IMPROVEMENTS.

- LEGEND**
- Proposed street layout
 - Proposed sidewalk layout
 - Proposed utility layout
 - Proposed parking areas
 - Proposed site boundary

DESIGN NO. _____ DATE: 11/21/01
 CHECKED BY: T. J. JAMES, JR.
 DRAWN BY: _____ DATE: 11/21/01
 SCALE: 1" = 40'

NO.	REVISION DESCRIPTION	DATE

TITLE: PARK DEVELOPMENT PLAN
 CLIENT: _____
 DRAWING NO.: _____
 PROJECT NO.: _____

2810409086



REPLY TO
ATTENTION OF

DEPARTMENT OF THE ARMY
SEATTLE DISTRICT, CORPS OF ENGINEERS
P.O. BOX 3786
SEATTLE, WASHINGTON 98124-3755

Regulatory Branch

FEB 9 1999

Talmo, Inc.
ATTN: Mr. Scott Wagner
Post Office Box 492
Gig Harbor, Washington 98335

Reference: OYB-4-013899
-- Talmo, Inc.

Gentlemen:

In response to your letter dated January 18, 1999, your proposal to divert stormwater without onsite detention from the Memory Lanes Recreation Center (MLRC) site to an existing detention facility is not within the U.S. Army Corps of Engineers (Corps) jurisdiction.

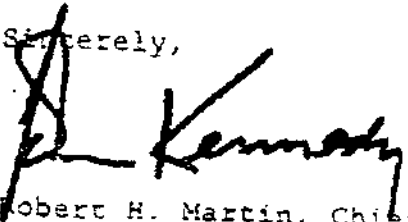
A Department of the Army (DA) permit is required for the discharge of dredged or fill material (includes excavation activities) in waters of the United States, which includes wetlands pursuant to Section 404 of the Clean Water Act. Your original work was for filling 0.99 of an acre of wetlands for a road, dam, and associated structures. This work was authorized via a Nationwide Permit 26.

Since your proposal will not involve excavation or placement of fill material into wetlands, a DA permit will not be required for the proposed activities. Please note that this letter of no jurisdiction applies to only the diversion of stormwater from the MLRC site. Any additional work will require further Corps review.

This letter does not excuse you from compliance with other Federal, State, and local statutes, ordinances, or regulations which may affect this work. We expect the Washington Department of Ecology and/or the local jurisdiction to be the authorizing entity for such activities.

Sincerely,

for


Robert H. Martin, Chief
Application Review Section

**CITY OF GIG HARBOR
RESOLUTION NO. 398**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR ACCEPTING THE ANNEXATION PETITION FOR THE AREA KNOWN AS THE GIG HARBOR INTERCHANGE (ANX 91-07) AND AS SUBMITTED BY PETITIONERS JAMES TALLMAN, ET.AL., AND ENTERS AN INTENT TO APPROVE AND REFERRING THE PETITION TO THE PIERCE COUNTY BOUNDARY REVIEW BOARD.

WHEREAS, on July 31, 1991, a petition for annexation of approximately 150 acres was submitted for the property; and,

WHEREAS, the petition which has been certified by the City Administrator as legally sufficient containing the signatures of not less than 60% of the owners of assessed evaluation and the legal description of the subject property are attached to this resolution as exhibit "A" and made a part hereto; and,

WHEREAS, such annexation proposal is within the Urban Area Boundary as defined in the Urban Area Agreement of September, 1987, between Pierce County and the City of Gig Harbor; and,

WHEREAS, such annexation proposal is within the future potential annexation area as defined by the City of Gig Harbor; and,

WHEREAS, on the 23rd of October, 1991, the City Council met with the initiating party during regular session of the Council; and,

WHEREAS, at that time the Council set forth the requirements placed on the petitioner wishing to annex as follows:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness;
2. The area shall be zoned as per the attached Exhibit "C".

WHEREAS, on May 18, 1992 a determination of non-significance was issued for the proposal, based upon a review of the environmental documents submitted by the petitioner, in accordance with the City of Gig Harbor Environmental Policy Ordinance, Title 18 of the Gig Harbor Municipal Code; and,

WHEREAS, at a public hearing of November 9th, 1992, the City Council considered the recommendation of the City Planning Commission on preannexation zoning for the area; and,

WHEREAS, following the public hearing on November 9, the City Council remanded the preannexation zoning to the Planning Commission for the development of a contract zoning agreement which would consider the following:

1. That they specifically address screening and buffers, not only between the properties, but also to properties across the street towards the waterfall business and any future development there.
2. That they specifically address development and ownership of the wetlands as it relates to wetlands directly and to how wetlands might be developed into a park.
3. Place emphasis on one and two, then establish uses for the parcels in the annexation.

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone; and

WHEREAS, the City Council, at a public hearing on November 8 and December 13 considered the concomitant agreement as recommended by the Planning Commission and, in consideration of testimony offered at the public hearings, does hereby declare its intent to authorize and approve said annexation, and to accept same as a part of the City of Gig Harbor; and,

WHEREAS, the City Council finds that the portion of the property to be annexed within the interchange area north of Wollochet Drive contains site characteristics and natural environmental constraints that make it unique and worthy of special land use considerations as reflected in the performance standards in the pre-annexation zoning concomitant agreement; and

WHEREAS, the City Council shall comply with the procedural requirements of RCW 35A.14 to the conclusion of this annexation.

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

Section 1. The City Council of the City of Gig Harbor does hereby declare its intent to authorize and approve the annexation and to accept the subject property as part of the City of Gig Harbor with the following requirements:

1. Assumption by the property owners their portion of the City of Gig Harbor's indebtedness.
2. The development of the land within the annexation area shall be consistent with


the zoning concomitant agreement, which is attached as exhibit "B" and which shall be filed as a covenant with the land so affected by the agreement.

3. The area shall be zoned as per the attached exhibit "C" and designated as within the height overlay district, subject to the City of Gig Harbor Zoning Code, Title 17 of the Gig Harbor Municipal Code.
4. The wetlands and buffers as described in the attached exhibit "D" shall be established as a open space/conservation easement, developed as a public park and dedicated to the City of Gig Harbor.
5. Prior to adoption of the annexation by the City of Gig Harbor, the petitioners shall prepare a traffic impact study to assess transportation impacts on Wollochet Drive from Hunt Street to the interchange, the interchange area, Hunt Street, 46th Street NW and 72nd Street Nw. The traffic study shall be based upon the land use as approved by the City Council per this resolution and as adopted by Pierce County. The traffic study shall be presented to the city for consideration and approval prior to adoption, by ordinance, of the annexation.

Section 2. The City Clerk of the City of Gig Harbor hereby declares the annexation petition contiguous with the boundaries of the City of Gig Harbor and said property which is more particularly described in the petition which is marked Exhibit "A" and which is made a part hereto.

The City Council does refer the petition and petitioner to the Pierce County Boundary Review Board for approval of the annexation and the City Council shall not take any further action on the annexation proposal until such time the Pierce County Boundary Review Board has completed its review of the notice of intent to annex.

PASSED AND APPROVED, at the regularly scheduled City Council meeting of the 13th day of December, 1993.


Gretchen Wilbert, Mayor

ATTEST:


Mark E. Hoppen, City Administrator

Filed with City Clerk: 12/10/93
Passed by City Council: 12/13/93

9502080325

Resolution No. 398 - ANX 91-07

95 FEB 13 PM 2:11

After recording with the Pierce County Auditor, return to:
Administrative Assistant
City of Gig Harbor
3105 Judson St.
Gig Harbor, Washington 98335

RECORDED
CATHY PEARSALL-STIPEK
AUDITOR PIERCE CO. WASH

Exhibit "B"

CONCOMITANT ZONING AGREEMENT
FOR TALLMAN ANNEXATION (ANX 91-07)

THIS AGREEMENT, executed this date in favor of the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and by the undersigned owners of the within-described property (herein called "Owners"):

WITNESSETH:

WHEREAS, the Owners are persons owning a fee simple and/or having a substantial beneficial interest in the real property comprised of one hundred twenty (120) acres and legally described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property" hereinafter); and

WHEREAS, a petition (No. 91-07) has been filed to annex the property, and requesting pre-annexation zoning, pursuant to chapter 35A.14 RCW; and

WHEREAS, the City Council conducted a public hearing on November 9, 1992 on the petition to annex and preannexation zoning, and directed the City Planning Commission to develop and recommend a preannexation zoning agreement; and

WHEREAS, the Planning Commission, at open public meetings held on December 15, 1992; February 2, February 16, February 23, and March 2, 1993, recommended approval of the petition subject to certain conditions, including the execution and recording of an agreement

9806040192

19

Resolution No. 398 - ANX 91-07

Page 6

with the City pertaining to the preannexation zoning of the property; imposing certain use and development restrictions in order to ameliorate the adverse impact of unrestricted use and development of property in the RB-2 zone;

NOW, THEREFORE, the Owners hereby covenant, bargain and agree on behalf of themselves, their heirs, successors and assigns as follows:

Section 1. Conditions. If the Property is rezoned to RB-2 zone, development of the Property shall be accomplished in accordance with the following conditions and restrictions:

- A. Plans and Surveys. The Owners agree to submit a site plan to the City for approval prior to the clearing of any lot, tract or parcel on the Property. In addition, a tree survey for required buffers on the property shall also be submitted to the City in order to document the nature and composition of the existing vegetation on the Property.
- B. Buffers. The Owners agree to provide the following buffers on the Property, and to depict such buffers in the site plan submitted for the City's approval:
1. A forty (40) foot dense vegetative screen buffer is required on all boundaries with single family uses.
 2. Along SR-16, a buffer shall be placed twenty-five feet (25') wide. Existing vegetation shall be retained as much as possible.
 3. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.

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- C. Land Use Restrictions North of Wollochet Drive. In addition to any other

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- (2) they do not exceed a total of eight hundred (800) square feet;
 - (3) they do not contain outside sales, storage or drive-in service;
 - (4) their hours of operation are limited to sixteen hours per day.
4. **Signage.** Signage shall be oriented so that it does not directly face SR-16, however, signage may be directly oriented toward Wollochet Drive N.W. or 38th Street N.W. and any private roadway within this district.
5. **Design.** Minimum roof pitch for all non-residential uses shall be 4/12. No mechanical or electrical equipment shall be visible from any public right of way or adjacent residence. Dumpsters shall be screened from view.
6. **Impervious Coverage.** Maximum impervious coverage is sixty percent (60%) per site, including buffers but excluding wetlands.
7. **Outdoor Lighting.** Outdoor lighting shall be provided on the Property only in accordance with GHMC Section 17.28.090(D).

E. Development of Wetlands on the Property.

1. **Wetland buffers.** The wetlands identified on the site as a Class III (Pierce County) wetlands shall be subject to a minimum fifty (50) foot buffer along the perimeters of the wetland, as designated in the Wetland Mitigation Plan approved by Pierce County. Wollochet Creek, which is

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a Type 3 water course as identified under the Department of Natural Resources Stream Typing Maps, shall be subject to a minimum buffer of thirty-five feet as measured from ordinary high water, per the City of Gig Harbor Wetland Management Ordinance. The wetland and its associated buffer shall be identified and established as a conservation easement as a covenant running with the Property.

2. **Wetland Use.** The use of the wetlands and wetland buffers shall be limited to the following:

(a) Wells and necessary appurtenances as per Section 18.08.120 of the GHMC.

(b) Impervious trails and associated viewing platforms as per Section 18.08.120 of the GHMC. The development of a impervious trail along the perimeter of the wetland and within the buffer shall be developed as each adjoining parcel is developed.

(b) The placement of underground utilities, other utilities and access roads as per Section 18.08.120 of the GHMC.

3. **Parking areas.** A parking area sufficient to accommodate a minimum of eight (8) vehicles shall be developed in proximity to the wetlands. The parking area shall be clearly identified as "Public Parking, Trail Access."

4. **Plans.** The plan titled Park Development Plan from Pac Tech Engineering and drawn to the scale of 1" = 50' and sealed on October

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14, 1993, shall be recorded with this Agreement in the records of the Pierce County Auditor as a covenant running with the Property. A copy of the documents and proof of recording shall be submitted to the City prior to the submission of any application for development permits in the affected area of the Property.

5. **Park Dedication.** The development of the park facilities shall be done in a phased manner by the respective property owner as each property is developed. Upon completion of the park, the facility will be dedicated to the city. It is acknowledged that the property, or portions of the property in the annexation area will be sold, and that the terms and conditions of this Agreement shall be binding upon the successive owners of the property. The owner of any portion of property designated in this Agreement as the future City park shall, at the same time as he or she develops the property, construct and install the necessary park facilities described herein. However, even if such property is not developed, each owner must construct and install the park facilities on that portion of the park located on his or her property so that completion and dedication of the park to the City occurs not later than Dec. 13, 2003. The City shall have the right to require dedication of the unimproved park property at any time prior to Dec. 13, 2003, and to thereafter install the necessary facilities for completion.

- F. Transportation. Prior to adoption of the annexation by the City of Gig Harbor.

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the petitioners shall prepare a traffic impact study to assess transportation impacts on Wollochet Drive from Hunt Street to the interchange, the interchange area, Hunt Street, 46th Street NW and 72nd Street Nw. The traffic study shall be based upon the land use as approved by the City Council per this resolution and as adopted by Pierce County. The traffic study shall be presented to the city for consideration and approval prior to adoption, by ordinance, of the annexation.

Section 2. Binding Effect of Agreement. This Agreement shall be recorded in the records of the Pierce County Auditor, and the covenants hereof shall be deemed to attach to and run with the Property and shall be binding upon the Owners, their heirs, successors and assigns, and shall apply to the Owners of after-acquired title to the Property.

Section 3. Owners' Payment of Costs and Fees. The Owners shall pay all costs of preparation and recording of this Agreement, together with all reasonable costs incurred by the City, including the City's Attorneys' fees.

Section 4. Amendment. This Agreement may be amended or modified by agreement between the Owners and the City; Provided, that such amended agreement shall be approved by the legislative authority of the City by ordinance.

Section 5. Police Power. Nothing in this Agreement shall prevent the City Council from making such further amendment to its Comprehensive Plan, Zoning Ordinances or any other City code or ordinance as the City deems necessary in the public interest. Nothing in this Agreement is intended to authorize any use or dimension not otherwise permitted in the RB-2 zone, except as permitted by this agreement.

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Section 6. Benefit of Covenant. This Agreement is made for the benefit of the City, and the City may institute and prosecute any proceeding at law or in equity to enforce this Agreement. If the City prevails in such proceeding, it shall be entitled to recover all costs and fees, including reasonable attorneys' fees.

Section 7. Payment of Costs and Recording Fees. The Owners agree to pay all costs of recording this Agreement and its Exhibits, together with all reasonable costs incurred by the City in the preparation of this Agreement, including the City Attorneys' fees.

Section 8. Severability. It is further expressly agreed that in the event any covenant or condition or restriction hereinabove contained or any portion thereof is invalid or void, such invalidity or voidness shall in no way affect any other covenant, condition, or restriction hereinabove contained; PROVIDED, however, that in the event that any section, paragraph, sentence, term or clause of this Agreement is found to conflict with applicable law, the City shall have the right to unilaterally modify this Agreement in order to ensure accomplishment of its purposes.

EXECUTED this 17th day of June, 1994.

OWNERS:

TALMO CORPORATION

By James O. Tallman
Its Pres.

PO Box 492
(address)

Ogish Harbor, WA. 98325

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Francis G. Jones
Francis G. Jones

P O Box 549
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VAGN OLSEN

Vagn Olsen
Shirley A. Olsen
3110 White Cloud Ave
(address)
NW. Gig Harbor Wa. 98335

Rodney H. Pardey

Rodney H. Pardey

2300 Zafra Ct
Las Vegas Nv 89102

Cathy Ford



CATHY FORD
Notary Public - Nevada
Clark County
My com. exp. Feb. 1, 1993

6/13/91

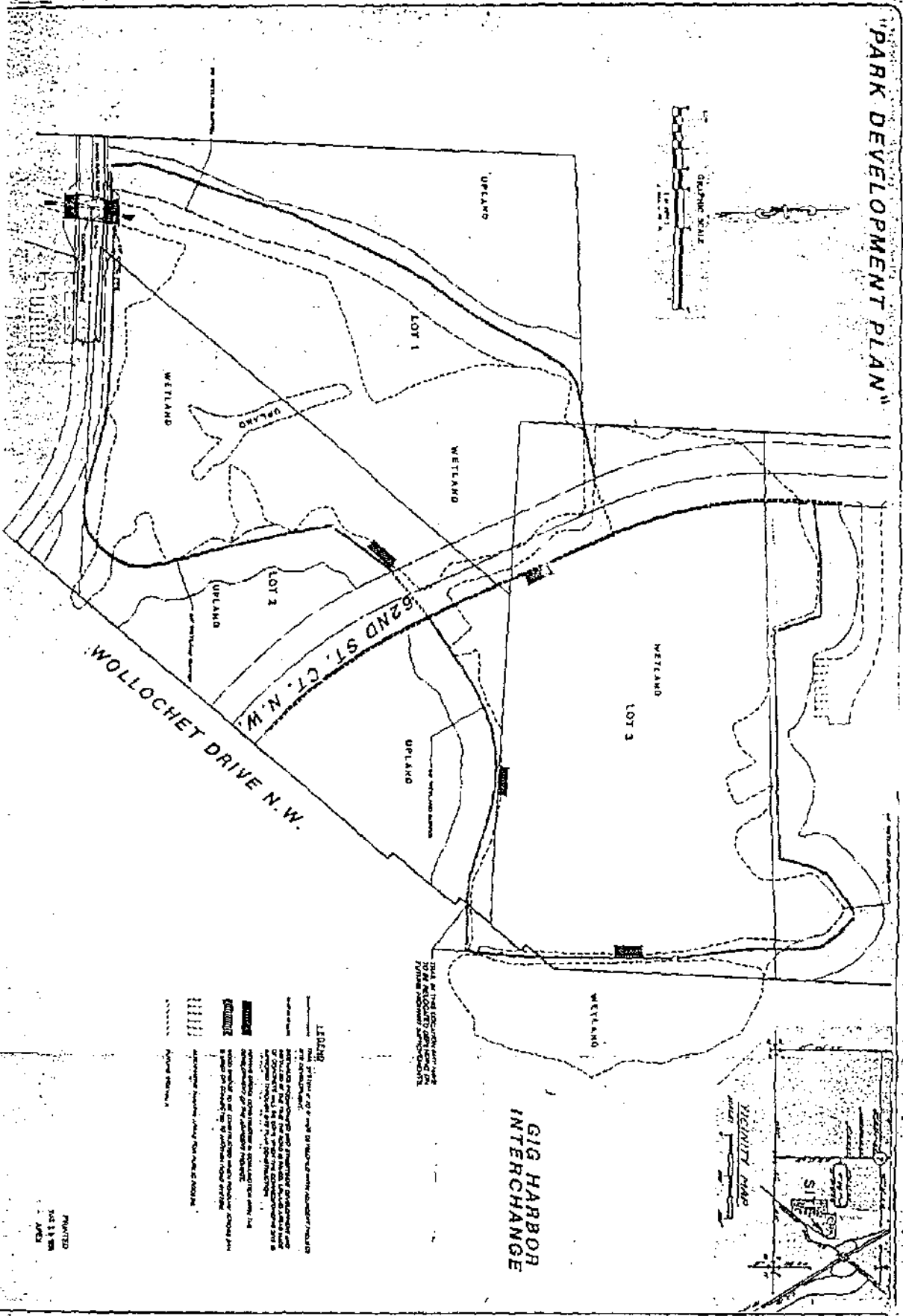
Vagn Olsen
Vagn Olsen

6309 51st Ave NW
Gig Harbor WA 98335

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"PARK DEVELOPMENT PLAN"



LEGEND

--- Proposed boundary of wetland area as determined by field inspection and analysis of aerial photographs, ground truthing, and other available data.

--- Proposed boundary of upland area as determined by field inspection and analysis of aerial photographs, ground truthing, and other available data.

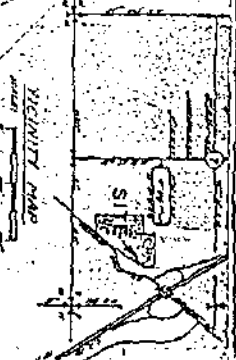
--- Proposed boundary of wetland area as determined by field inspection and analysis of aerial photographs, ground truthing, and other available data.

--- Proposed boundary of upland area as determined by field inspection and analysis of aerial photographs, ground truthing, and other available data.

--- Proposed boundary of wetland area as determined by field inspection and analysis of aerial photographs, ground truthing, and other available data.

--- Proposed boundary of upland area as determined by field inspection and analysis of aerial photographs, ground truthing, and other available data.

DATE OF THIS DOCUMENT: 10/15/2010
 TO BE REVIEWED: 10/15/2010
 BY: [Signature]



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	TITLE: PARK DEVELOPMENT PLAN		NO. 00	REVISION DESCRIPTION	DATE	BY	DESIGN
	CLIENT: [Name]						
							DRAWN: [Name]
							CHECKED: [Name]
							DATE: 10/15/2010
							SCALE: 1"=100'

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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: APRIL INFORMATION FROM PD
DATE: MAY 18, 1999

The April 1999 activity statistics are attached for your review.

The Reserves volunteered 488 hours of service in April. This was divided between 417 hours of patrol time, 18 hours of MSU, 49 administrative hours, and 4 hours of training.

The Marine Services Unit provided 15.5 hours of patrol time, 6.5 hours of maintenance, and trained for 2 hours in April. The boat responded to 5 dispatched calls for service. The boat is now available for regular patrol throughout the boating season.

The Explorers competed in the annual Blue Mountain Challenge in April. This accounted for 252 hours. In addition they also logged 54 hours in regular meetings.

We have increased our school contacts and usually have an officer visit the high school each week. Also, one of our Reserve officers has made contacts at Henderson Bay, Harbor Heights, Goodman, Discover, and Harbor Ridge. These are all informal contacts and a number of students have taken the opportunity to approach the officer and speak with her on a variety of issues.



MITCH BARKER
Chief of Police

City of Gig Harbor Police Dept.
3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(206) 851-2236

GIG HARBOR POLICE DEPARTMENT

MONTHLY ACTIVITY REPORT

April 1999

	<u>APR</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	369	1521	1563	- 2
CRIMINAL TRAFFIC	18	83	86	- 3
TRAFFIC INFRACTIONS	86	373	296	+ 26
DUI ARRESTS	4	19	41	- 53
FELONY ARRESTS	3	16	11	+ 45
MISDEMEANOR ARRESTS	35	101	46	+ 119
WARRANT ARRESTS	8	41	41	+ 0
CASE REPORTS	119	398	422	- 5
REPORTABLE VEHICLE ACCIDENTS	19	61	45	+ 35

City of Gig Harbor

City Performance

In the last six years:

- Re-built *every* historic Gig Harbor corridor roadway, except Rosedale Street, which is now designed, and will be bid in spring of '99. Received almost \$1.8 million of federal grant funding to complete these projects. In 1998, grants have been obtained for the partial improvement of Pt. Fosdick Drive and 38th Street. A prime focus of both these prospective projects is pedestrian safety. Of \$4.2 million of investment in these projects, \$3.2 million has been grant funded.
- Completed the sewer line to Gig Harbor North (and the Peninsula School District), which enables future economic expansion in Gig Harbor North, eventually fostering a job center and adding sales tax to city revenues in order to keep pace with increasing city population and service demands.
- Fostered innovative zoning schemes and capital facility arrangements, through a contract established through a multi-year effort with Gig Harbor North property owners, which ensures vigorous development of the largely undeveloped Gig Harbor North area. These arrangements provide a "right-of-first-refusal" to purchase up to 40 acres of Olympic Resources property for future parks facilities in the Gig Harbor North area.
- Upgraded the state-approved treatment plant capacity and potential outfall capability from 700,000 gallons per day to 1.6 million gallons per day. The plant is currently operating at 700,000 gallons per day of flow.
- Negotiated the purchase of acreage adjacent to the city's wastewater treatment plant, providing for the eventual expansion of the plant to its ultimate 20 year comprehensive planning capacity of 3.2 million gallons per day and making it possible for an interim site for the Gig Harbor Peninsula Historical Society.
- Established 20-year capital plans for land use (residential and business development), water, sewer, storm sewer, transportation and parks. Currently completing a five-year update.
- Annexed three areas (more than 1600 acres) that had been unresolved local issues for one or two decades. These annexations provide improved economy- of- scale for municipal operations and improved urban service.
- Generated the establishment of the East/West Road corridor. Negotiated all private and public agreements that guarantee that the corridor can be built.

Encouraged \$1 million of county investment for the city annexation area to build the road. Achieved concurrence with the Department of Transportation over the interchange configuration. Will complete the final design in 1999 with construction beginning the summer of 2000, if bids and financing are acceptable to the City Council.

- o **Negotiated an agreement to purchase the historic Harbor Heights school building and property**, 10.5 acres of property, which will eventually be available for recreational parks purposes and for a future municipal campus. The city has taken possession of 2/3 of this property as of December 29, 1998. This property should satisfy future needs for local municipal office operations and civic meeting space.
- o **Completed Jerisich Park Dock improvement** with \$180,000 state grant assistance. The dock is configured to provide future expansion should the adjacent Skansie property become available in the future.
- o **Purchased 5.4 acres adjacent to the City Shop** off Skansie Avenue that will permit an orderly and cost-effective expansion of the current Public Works operation for at least the 20 year comprehensive planning period.
- o **Collaborated with Pierce County to jointly foster a 20 acre recreational softball facility at Hunt and 46th**, which should be designed by Pierce County by the year 2000 with proceeds from the purchase of the additional 5.4 acres of City Shop property. The city will manage and maintain this park if Pierce County and the City Council agree to a long-term lease that results in eventual city ownership.



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City of Gig Harbor
3105 Judson Street
Gig Harbor, Washington 98335
(253) 851-8136

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