

**GIG HARBOR  
CITY COUNCIL MEETING**



**April 14, 1997**

**7:00 P.M., CITY HALL COUNCIL CHAMBERS**



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**

**April 14, 1997 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE / PROCLAMATIONS:**

1. Donation to the city parks and street funds - The Morris Foundation.
2. City Support of American Legion Flag Program.
3. Gig Harbor Peninsula Historical Society.

**OLD BUSINESS:** None scheduled.

**NEW BUSINESS:**

1. First Reading of Ordinance, Amendment to City of Gig Harbor Environmental Policy Ordinance, Chapter 18.04.
2. First Reading of Ordinance, Amendments to City of Gig Harbor Comprehensive Plan Land Use Map (Planning Commission Recommendation.)
3. First Reading of Ordinance, Amendment to City of Gig Harbor Comprehensive Plan Land Use Map, Urban Growth Area Boundary (Planning Commission Recommendation.)
4. First Reading of Ordinance - Separation of City Clerk / City Treasurer Functions.
5. Copier Purchase.
6. NPDES Consultant Services Contract - Gray & Osborne, Inc.
7. East-West Road Construction Project, Consultant Services Contract.
8. Special Occasion Liquor License - Tacoma Community College.
9. Liquor License Application - Eureka Management Corp.
10. Liquor License Renewals - Harvester Restaurant; Keith Uddenberg Thriftway; Stockmarket #332.

**MAYOR'S REPORT:** A Statewide Earthquake Drop, Cover & Hold Drill.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

1. GHPD - Chief Mitch Barker.
2. Quarterly Report - Tom Enlow, Finance Director.

**ANNOUNCEMENTS OF OTHER MEETINGS:**

1. Westside Resident and Business Owner Advisory Meeting - Wednesday, April 16th, 7:00 p.m. at the Peninsula Branch of the Public Library.
2. Gig Harbor Bay Management - Public Forum, Tuesday, April 29, 7:00 p.m. at City Hall.

**APPROVAL OF BILLS:**

**EXECUTIVE SESSION:** For the purpose of discussing litigation, potential litigation, and property acquisition.

**ADJOURN:**



**REGULAR GIG HARBOR CITY COUNCIL MEETING OF MARCH 24, 1997**

**PRESENT:** Councilmembers Platt, Picinich, Owel, Ekberg and Mayor Wilbert. Councilmember Markovich was absent.

**SPECIAL INTRODUCTION:** Councilmember Picinich introduced Bryce Buchanan, his student from Kopachuck Middle School, who was attending the Council meeting to fulfill Boy Scout merit badge requirements. Councilmember Picinich asked Bryce to lead the Council and audience in the Pledge of Allegiance.

**PUBLIC COMMENT:** None.

**CALL TO ORDER:** 7:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the March 10, 1997 meeting as presented. Picinich/Owel - unanimously approved. Councilmember Ekberg abstained.

**CORRESPONDENCE/PROCLAMATIONS:**

1. Intermodal Surface Transportation Efficiency Act (ISTEA) - Senator Slade Gorton. Mayor Wilbert introduced this letter asking for input into the reauthorization alternatives for this legislation which is nearing its six-year lifespan. Wes Hill, Public Works Director, voiced his concerns that in the past, funds acquired from fuel taxes were spent on non-transportation projects, such as historical preservation. He added that any funds raised from these taxes should be spent toward transportation related projects alone. Mayor Wilbert said she would forward these concerns to Senator Gorton.

**OLD BUSINESS:**

1. Second Reading of Ordinance, Planning Commission Recommendation, Amendments to Zoning Code, Chapters 17.04 (Definitions) and 17.94 (Clearing and Grading). Ray Gilmore presented the second reading of this ordinance amending Chapters 17.04 and 17.94 of the zoning code to clarify confusing language and correct omissions.

**MOTION:** Move to adopt Ordinance No. 752 as presented.  
Picinich/Platt - unanimously approved.

2. Second Reading of Ordinance, Planning Commission Recommendation, Amendments to Zoning Code, Chapter 17.45 (Employment District). Ray Gilmore presented the second reading of this ordinance affecting the minimum yards and open space requirements in the ED district.

**MOTION:** Move to adopt Ordinance No. 753 as presented.  
Picinich/Owel - unanimously approved.

**NEW BUSINESS:**

1. FEMA Agreement and Resolution. Mark Hoppen introduced the Federal Emergency Management Agreement and accompanying resolution that would allow the city to be reimbursed for the storm damage that occurred during the winter storms.

**MOTION:** Move we authorize the Mayor to sign the agreement to allow the city to be reimbursed for storm damage.  
Platt/Ekberg - unanimously approved.

**MOTION:** Move to adopt Resolution No. 492 designating the Mayor to be the authorized representative for obtaining emergency or disaster assistance funds.  
Platt/Ekberg - unanimously approved.

2. First Reading of Ordinance - Amendments to Zoning Code, Chapter 17.04 and 17.72.030 (Definitions and Parking Standards Respective to Multi-family.) Ray Gilmore introduced this ordinance amending the text in regards to parking standards for multi-family housing. He explained that the owners of the Harborview East Apartments had requested the text amendment to reduce the city's parking requirements from the current two spaces per unit to one parking space per studio apartment, one and one half parking spaces per each one bedroom apartment, and two parking spaces per apartment with two or more bedrooms. He added that a public hearing had been held on February 27th to address these amendments.

Councilmember Ekberg asked if there were any provisions for visitor/common parking spaces for apartment buildings. Councilmember Owel also said she was concerned that the amendment to the code would not provide for sufficient off-street parking. Mr. Gilmore said that this was not addressed in the amendments. Staff was directed to remand the ordinance back to the Planning Commission to address these concerns before the second reading of the ordinance.

3. Contract - Rent-to-Purchase Agreement for Minolta 5050 Copier. Ray Gilmore presented a contract for an additional copier machine needed due to the Planning Department's move to the Bogue Building. Councilmember Platt asked for clarification of the terms of the contract and the need for another large capacity copier. It was determined that the better option would be to purchase a smaller capacity machine to be utilized by the Public Works, Police and Court Departments, and that the existing machine should be moved to the Bogue Building. Staff was directed to pursue this option.
4. Declaration of Surplus Property. Wes Hill gave a brief report on the equipment that he was requesting to be sold as surplus. He explained that all money received for the sale of surplus

equipment would go toward the purchase cost of replacement units.

**MOTION:** Move to adopt Resolution No. 493 declaring specified equipment surplus and eligible for sale.  
Ekberg/Platt - unanimously approved.

**MAYOR'S REPORT:**

Sister City Update. Mayor Wilbert explained that two other cities have requested to join the Sister City Program with the City of Gig Harbor; Lerdo, Mexico and the City of Takuma in Japan. She added that she had offered to refer the request from the Mayor of Lerdo to the local high school Spanish Teachers, and that Councilmember John Picinich and his wife Nancy had met with the Mayors of the City of Takuma to discuss a program. Councilmember Picinich gave a brief report on the meeting and explained that the representatives from Takuma had offered to pay any fees involved with the exchange program. He added that student from Harbor Heights and Kopachuck had begun a pen-pal program to get the program started.

**COUNCIL COMMENTS:** None.

**STAFF REPORT:**

- 1) Mark Hoppen explained that at the last meeting he had been asked to speak to someone representing KGHP Radio Station to determine funding needs. He added that he had contacted Rob Orton at Peninsula Light, and that he would bring the item back to Council as soon as he had received an answer.
- 2) Carol Morris, Legal Counsel, said Council should have received a copy of the letter she had drafted in response to the concerns stated in a letter from Mr. Rosencranz from Pierce County Planning. After discussing the potential for problems, Ray Gilmore explained that Steve Bowman was currently compiling information on the existing projects that could affect the city. Council asked that this information be brought back at a future meeting.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Tentative: Public Hearing on the Anchorage Park Proposal with Pierce County, the Department of Natural Resources and the City of Gig Harbor - April 29th, 7:00 p.m. at City Hall.

**APPROVAL OF BILLS**

**MOTION:** Move approval of checks #17521 through #17602 in the amount of \$76,963.61.  
Owel/Ekberg - unanimously approved.

**EXECUTIVE SESSION:**

- MOTION:** Move to adjourn to Executive Session at 8:02 p.m. for approximately forty-five minutes for the purpose of discussing litigation, potential litigation, and property acquisition.  
Owel/Platt - unanimously approved.
- MOTION:** Move to return to regular session at 8:43 p.m.  
Picinich/Platt - unanimously approved.
- MOTION:** Move we direct Legal Counsel to send the draft letter presented in Executive Session to Bradtrud Middleton.  
Picinich/Platt - unanimously approved.

**ADJOURN:**

- MOTION:** Move to adjourn at 9:00 p.m.  
Platt/Picinich - unanimously approved.

Cassette recorder utilized.  
Tape 454 Side B 339 - end.  
Tape 455 Side A 000 - end.  
Tape 455 Side B 000 - 336.

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Mayor

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City Administrator





*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

April 1, 1997

Mr. David Morris  
The Morris Foundation  
PO Box 401  
Gig Harbor, WA 98335

Dear Mr. Morris:

Thank you so much for your letter of December 19, 1996 introducing us to The Morris Foundation. This is the official letter confirmation our acceptance of your generous donation of \$3,000 earmarked to be equally shared between new street construction and new park facilities.

Your 1996 Qualified Distribution from The Morris Foundation has been placed in the appropriate city funds to accomplish your request.

A special thanks goes to the Morris family for establishing the foundation.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor

THE MORRIS FOUNDATION

P.O. Box 401  
Gig Harbor, WA 98335  
(206) 857-5555

December 19, 1996

City of Gig Harbor  
Attn: Mayor Gretchen Wilbert  
P.O. Box 145  
Gig Harbor, WA 98335

RE: The Morris Foundation--1996 Qualified Distributions

Dear Gretchen,

The Morris Foundation was formed in December of 1995, at the direction of Thomas G. Morris Sr.. Its primary purpose is to receive and invest funds--and to distribute the earnings on these funds to tax exempt organizations that qualify under Section 501(c)(3) of the Internal Revenue Code.

For the year 1996, the City of Gig Harbor is eligible for a \$3,000 total donation--with \$1,500 to be used for new street construction (as opposed to ordinary maintenance) and \$1,500 to be used for new park, and/or park facilities (as opposed to ordinary maintenance).

Enclosed is our check in the amount of \$3,000.00

Please send us a letter confirming your acceptance of this donation, consistent with its intended use as described in paragraph two above.

Thank you.

Sincerely,

*David R. Morris*  
David R. Morris, Secretary/Director

c: Thomas G. Morris, President of the Board of Directors  
c: Thomas G. Morris Jr., Director

DRM/mlj

NAME <u>THOMAS G MORRIS</u>		1611
ACCOUNT NO. <u>0045367596</u>		
PAY TO THE ORDER OF <u>City of Gig Harbor</u>		19-77/1250
<u>Three thousand &amp; 00/100</u>		\$ 3,000.00
FOR DEPOSIT ONLY		DOLLARS
Key Bank of Washington Gig Harbor Office 145 2216 Judson Avenue, P.O. Box 107 Gig Harbor, WA 98335-0107 1-800-333-9993		
<u>Advance from Morris Foundation</u>		<u>Thomas Morris</u>
⑆125000574⑆		



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3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

April 1, 1997

American Legion Post 236  
Mr. Samuel J. Marshall, Adjutant  
8338 SE Nelson Road  
Olalla, WA 98359

Re: Flag Display on City of Gig Harbor Streets

Dear Mr. Marshall:

Enclosed is the city's check for \$250 for maintenance of your flag display program along the streets of Gig Harbor.

We are looking forward to the Armed Forces Day's Display in May that will reflect the American tradition while promoting tourism for our downtown business district during the summer months.

Thank you and your Legion for taking on this worthwhile project.

Sincerely,

Gretchen A. Wilbert  
Mayor, City of Gig Harbor



# Gig Harbor Peninsula Historical Society

PO Box 744, Gig Harbor, Washington 98335-0744

March 24, 1997

RECEIVED

MAR 26 1997

CITY OF GIG HARBOR

## TRUSTEES

President  
Grace Hurnblad

Vice President  
Harry Dearth

Secretary  
Don McCarty

Treasurer  
Theresa Grant

## Board:

Laura Hoots

Iris Dean Gallagher

Mary Ellen Sehmel

Sheila Kosciak

Joe Hoots

## Nominating Comm.:

Verna Freshley  
Sheila Kosciak  
Rosemary Ross

## CHAIRMEN

Computer/Newsletter  
Dick Freshley

Exhibits  
June Doherty

Finance  
Eugene Pearson

Images  
Arveida Livingston

Library  
Pearl Coopridar

Policy  
Barbara Pearson

Slide Shows  
Jean Robertson

Volunteers  
Jean Olson

Office  
Bonnie Anderson

The Honorable Gretchen Wilbert  
Mayor, City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335

Dear Mayor Wilbert,

The Board of Trustees of the Gig Harbor Peninsula Historical Society wishes to request that the City of Gig Harbor consider volunteering the empty house located on the sewer plant property for our Museum. The site itself is part of Gig Harbor's history, having at one time been the location of Doctor Burnham's home.


Accessibility and visibility for visitors are two more pluses in favor of the location. We look forward with interest and anticipation to formal action by the City Council on this matter. We would be pleased if the City Council would recognize the importance of the City of Gig Harbor becoming a partner with the Society in its efforts to preserve the unique history of this area and allow it to remain available to all interested persons. We ask that this matter be brought to their attention as soon as possible.

Sincerely,

Grace Hurnblad  
President Gig Harbor Peninsula  
Historical Society



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GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:**  Planning - Building Staff  
**SUBJ.:** First Reading of Ordinance -- Revisions to 18.04, City of Gig Harbor  
Environmental Policy Ordinance  
**DATE:** April 9, 1997

#### **INTRODUCTION/BACKGROUND**

Substantive revisions were made to Chapter 18.04 in 1996. The majority of these changes reflected requirements of the Regulatory Reform Act of 1995. Unfortunately, some required changes were left out of the ordinance which Council adopted in May of 1996.

#### **POLICY CONSIDERATIONS**

The proposed draft incorporates changes needed to comply with the Regulatory Reform Act. Specifically, the changes consist of:

1. Amending the public hearing procedures for SEPA appeals so that only one open record hearing before the Hearing Examiner is conducted. This consolidates the appeal process with related permit applications.
2. Procedure for a projects "consistency determinations" with existing development regulations and the Comprehensive Plan.
3. Setting a maximum time for completion of an EIS to one year, with allowance for additional time by agreement between the city and the applicant.

#### **FISCAL CONSIDERATIONS**

There will not be a fiscal impact to the City as a result of these proposed changes to the Environmental Policy Ordinance.

#### **RECOMMENDATION**

This is the first reading of the ordinance. The second and final reading is set for the April 28 Council meeting.

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON RELATED TO THE CITY'S ENVIRONMENTAL REVIEW PROCEDURES, REVISING THOSE PROCEDURES TO INCORPORATE CHANGES REQUIRED BY AMENDMENTS TO THE STATE ENVIRONMENTAL POLICY ACT AND OTHER STATE LAWS, AMENDING SECTIONS 18.04.100 AND 18.04.140, REPEALING SECTION 18.04.230, AND ADDING NEW SECTIONS 18.04.125 AND 18.04.230 TO THE CITY'S MUNICIPAL CODE.

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WHEREAS, changes in state laws and regulations mandate changes in the City's review, approval and appeal process for projects subject to the State Environmental Policy Act; and

WHEREAS, these changes must be adopted by ordinance and incorporated into the City's existing environmental procedures; NOW, THEREFORE,

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

Section 1. Section 18.04.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

18.04.100 Determination – Review at conceptual stage.

A. Preapplication conferences, as provided in GHMC section 19.02.001 shall also address environmental issues to familiarize the applicant with the City's SEPA regulations, process, policies and objectives.

B. If the city's only action on a proposal is a decision on a building permit or other license that requires detailed project plans and specifications, the applicant may request in writing that the city conduct environmental review prior to submission of the detailed plans and specifications.

C. In addition to the environmental documents an applicant shall submit the following information for early environmental review:

1. A copy of any permit or license application; and
2. Other information as the responsible official may determine.

Section 2. A new Section 18.04.125 is hereby added to the Gig Harbor

Municipal Code, to read as follows:

18.04.125 Consistency

The City's environmental review shall include a determination of the proposal's consistency with existing development regulations and the comprehensive plan. The consistency review shall determine whether the impacts of the proposal have been addressed in development regulations or the comprehensive plan. The planning decisions made in these documents shall not be reanalyzed in the environmental review of individual project proposals, nor will additional studies or mitigation be required if existing regulations and documents have adequately addressed the proposal's probable adverse impacts. The consistency determination described herein shall take place in conjunction with the consistency determination described in GHMC Chapter 19.04.

Section 3. Section 18.04.140B of the Gig Harbor Municipal Code is hereby

amended to read as follows:

18.04.140. EIS Preparation

A. Preparation of draft and final EIS's and SEIS's shall be under the direction of the responsible official. Before the city issues an EIS, the responsible official shall be satisfied that it complies with this chapter and Chapter 197-11 WAC.

B. The draft and final EIS or SEIS shall be prepared, at the city's option by the city staff, the applicant or by a consultant approved by the city. If the responsible official requires an EIS for a proposal and determines that someone other than the city will prepare the EIS, the responsible official shall notify the applicant immediately after completion of the threshold determination. The responsible official shall also notify the applicant of the city's procedure for EIS preparation, including approval of the draft and final EIS prior to distribution. The fee for the preparation of a draft

and final EIS shall be as established under Chapter 3.30 GHMC. Subject to delays caused by the applicant's failure to provide needed information, and other delays beyond the City's control, draft and final EIS's will be completed within one year of the date of the declaration of significance, unless the City and the applicant agree in writing to a different estimated time period for completion.

C. The city may require an applicant to provide additional information which the city does not possess, including information which must be obtained by specific investigations. This provision is not intended to expand or limit an applicant's other obligations under WAC 197-11-100, or other provisions of regulation, statute or ordinance. An applicant shall not be required to produce information under this provision which is not specifically required by this chapter, nor is the applicant relieved of the duty to supply any other information required by statute, regulation or ordinance.

Section 4. Section 18.04.230 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. A new Section 18.04.230 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

#### 18.04.230 Appeals

A. SEPA appeals shall be limited to review of final threshold determinations, the adequacy of final environmental impact statements, mitigation or failure to mitigate environmental impacts, and project denials. Appeals of declarations of non-significance, EIS adequacy, mitigation and project denial and open record public hearings for the underlying permit(s), as described in GHMC Chapter 19.01, shall be consolidated and heard together. Declarations of significance, issued before a decision on the underlying permit(s), may be appealed and heard before the consolidated open record public hearing on the permit and other SEPA issues.

B. All SEPA appeals must be filed in writing with the responsible official within 14 calendar days of the date of the SEPA decision. The hearing date for appeals of declarations of significance issued before a decision on the permit, shall be not more than 45 days from the date the appeal is filed.



C. On receipt of a written notice of appeal, the responsible official shall determine if the notice is timely. If the notice is untimely, the responsible official shall advise the person(s) who filed the notice that no appeal hearing will be scheduled because the notice was untimely. If the appeal is timely, the responsible official shall set a hearing date and transmit the appeal notice to the hearing examiner.

D. Hearing Examiner SEPA appeals, and any consolidated public hearings on the underlying permit, shall be open record hearings, as described in GHMC Chapter 19.05. The hearing examiner shall take sworn testimony, consider all relevant evidence and decide the issues de novo; provided, however, that the responsible official's decision(s) shall be given substantial weight. The hearing examiner shall issue a written decision, which shall include specific findings of fact and conclusions of law, within 10 working days of the close of the hearing, unless a longer period is agreed to in writing by the applicant and the hearing examiner.

E. The hearing examiner's decision on threshold determinations and EIS adequacy shall be the final decision of the City. Appeals of the hearing examiner's decision on these issues shall be filed in the Pierce County Superior Court. Appeals of the hearing examiner's decision on SEPA mitigation and project denial shall be filed with the City Council.

F. Appeals to the City Council of SEPA mitigation and project denial appeals shall be consolidated with decisions subject to City Council review by GHMC Chapter 19.01. Decisions not subject to City Council review may not be appealed to the City Council as part of a SEPA mitigation or project denial appeal. In the appeal, the City Council shall review the hearing examiner's open record hearing decision in a closed record appeal as described in GHMC Chapter 19.06. The record on appeal shall consist the hearing examiner's findings of fact, conclusions of law, and decision; a taped or written transcript of the hearing; and any exhibits accepted into evidence at the hearing. No other evidence shall be considered unless it can be shown that the hearing examiner erred in excluding such evidence or that such evidence was not available at the time of the open record hearing. The City Council may reverse the decision of the hearing examiner based solely upon the criteria set forth the GHMC section 19.06.

G. The City Council's decision on project mitigation or denial, and the underlying permits, shall be the final decision of the City. Appeals of the City Council's decision shall be filed in the Pierce County Superior Court.

H. The responsible official shall give official notice whenever it issue a permit or approval for which a statute or ordinance establishes a time limit for commencing a judicial appeal.

I. The time limitations and procedures for judicial appeals of decisions in this section shall be as set forth in WAC 197-1-680 (4) and GHMC Title 19. Only a party to the proceeding appealed from may appeal the decisions set forth above.

Section 6. Severability. 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 7. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: April 9, 1997  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:

EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_\_

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

of the City of Gig Harbor, Washington

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

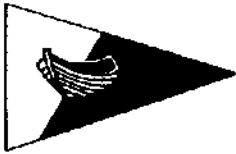
AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON RELATED TO THE CITY'S ENVIRONMENTAL REVIEW PROCEDURES, REVISING THOSE PROCEDURES TO INCORPORATE CHANGES REQUIRED BY AMENDMENTS TO THE STATE ENVIRONMENTAL POLICY ACT AND OTHER STATE LAWS, AMENDING SECTIONS 18.04.100 AND 18.04.140, REPEALING SECTION 18.04.230, AND ADDING NEW SECTIONS 18.04.125 AND 18.04.230 TO THE CITY'S MUNICIPAL CODE.

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

DATED this \_\_\_\_ day of \_\_\_\_\_, 1997.


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CITY ADMINISTRATOR, MARK HOPPEN



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

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:**  Planning - Building Staff  
**SUBJ.:** Planning Commission Recommendation on Draft Ordinance Amending City of Gig Harbor Comprehensive Plan Map -- First Reading of Ordinance  
**DATE:** April 10, 1997

### **INTRODUCTION/BACKGROUND**

The following map amendment requests were submitted by landowners following the adoption of the revised Comprehensive Plan in 1994. All of the requests were presented to the City Council during the public review of the UGA zoning maps in late 1995 and early 1996. The Council directed staff and the Planning Commission to review these requests and to forward a recommendation. Seven land use map amendments were considered by the Planning Commission and five are recommended for approval. In addition to the proposed changes, the Planning Commission has recommended a set of Comprehensive Plan Map designations for the Purdy Area, which was included into the UGA by Pierce County in 1996. With the exception of the one proposed amendment (M-2), the proposed land use in the Purdy area is identical to that proposed by the City in 1994.

### **POLICY CONSIDERATIONS**

The Planning Commission conducted a public hearing on the proposed amendments on February 27, 1997. The proposed changes have been circulated to local and state agencies for their individual review and comment, as required by Chapter 36.70A.106. If adopted, the comprehensive plan land use map would be amended to provide an additional 112 acres of employment district within the UGA, primarily north and west of the current city limits and an additional 8 acres would be included in the mixed use overlay along Burnham Drive. These land use amendments would result in the removal of 120 acres of low density residential land. This is not a critical factor in meeting our projected housing needs over the next 20 years as there is sufficient flexibility in the City codes to permit density bonus options, particularly in the Gig Harbor North area, to meet any potential shortfall.

Within the PCD area of Gig Harbor North, an additional 20 acres of land would be redesignated from LDR to PCD-LDR. The property at issue is twenty acres owned by Pope Resources and it was inadvertently designated as LDR during the 1994 comprehensive plan update. This change would not change the allowability of uses but would provide greater density options in the Gig Harbor North area.

A detailed assessment of the proposed changes (Staff Report to the Planning Commission) to the

Comprehensive Plan is attached.

**FISCAL CONSIDERATIONS**

The adoption of this ordinance would not have a direct fiscal impact on the city.

**RECOMMENDATION**

This is the first reading of the ordinance. The second and final reading is scheduled for the April 28 Council meeting. Due to the limit imposed by state statute of only one comprehensive plan amendment per year, the ordinance will not take affect until December 31, 1997.

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

**AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL ADOPTING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP; AMENDING CERTAIN REAL PROPERTIES FROM LOW DENSITY RESIDENTIAL TO EMPLOYMENT DISTRICT, PLANNED COMMUNITY DEVELOPMENT AND MIXED USE; ADOPTING CITY OF GIG HARBOR LAND USE DESIGNATIONS FOR THE PURDY COMMUNITY; AND SETTING AN EFFECTIVE DATE OF DECEMBER 31, 1997.**

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WHEREAS, the City of Gig Harbor completed an update of the Comprehensive Plan in November of 1994 in compliance with the Growth Management Act of 1990; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan Land Use Map includes City land use designations for an Urban Growth Area (UGA), territory outside of the incorporated limit of the city of Gig Harbor; and,

WHEREAS, the UGA was adopted by Pierce County in 1994 and included Pierce County Land Use designations; and,

WHEREAS, in 1995 several requests were received by Pierce County from owners of land outside of the incorporated limits of the City to amend Comprehensive Plan land use designations; and,

WHEREAS, Pierce County deferred the requests to the City for review and recommendation prior to the County's consideration of the requests; and,

WHEREAS, during the City Council's review of a proposed City zoning map for the Urban Growth Area in the fall of 1995 and winter 1996, several property owners requested that the City Council consider proposed amendments to the Comprehensive Plan Map; and,

WHEREAS, the Council did refer the requests to the City Planning Commission for review and a recommendation as a future date; and

WHEREAS, the Planning Commission conducted a public hearing on February 27, 1997, to accept public comment and testimony on the amendments to the Land Use Map; and,

WHEREAS, as part of it's annual review and update of the Comprehensive Plan, the Planning Commission does find that certain adjustments to the Land Use Map are reasonable and appropriate based upon a report and recommendation of the Planning Staff and public testimony received at the public hearing; and,

WHEREAS, the Planning Commission finds that the proposed adjustments further the goals and policies of the City of Gig Harbor Comprehensive Plan; and,

WHEREAS, the Growth Management Act limits Comprehensive Plan amendments to no more than once per year; and,

WHEREAS, the Planning Commission desires to conduct further review of the Comprehensive Plan this calendar year and that due to current workload and program objectives it is not possible to consider the entire scope of the objectives at this point in time; and,

WHEREAS, establishing an effective date for the proposed map amendments of December 31, 1997 meets the objectives and requirements of the Act; NOW, THEREFORE,

**THE CITY COUNCIL OF THE CITY OF GIG HARBOR DO ORDAIN AS FOLLOWS:**

Section 1. The City of Gig Harbor Comprehensive Plan Land Use Map is hereby amended as follows:

Amend parcels 0122360166, 0122360167, 0122360168, 0122361001 from Low Density Residential to Employment District.

Amend parcels 0122242044, 0122242056, 0122242057, 0122242064, 0122242066, 0122242067, 0122246001, 0122246002, 0122246005, 0122242000, 0122242042 from Low Density Residential to Employment District.

Amend parcel 0222310437 from Low Density Residential to Mixed Use Overlay.

Amend the north half of the NE 1/4 of Section 31, Township 22 north Range 2, W.W.M. from Low Density Residential to Planned Community Development.

Amend the Land Use Map to include the Purdy Community and adopt City of Gig Harbor Land Use Designations as per Exhibit "A".

Section 2. The City of Gig Harbor Comprehensive Plan Map is hereby amended as per the attached Exhibit "A".

Section 3. 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 4. This ordinance shall be effective on December 31, 1997

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 4/19/97  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE: 12/31/97  
ORDINANCE NO.

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

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 1997, 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 GIG HARBOR CITY COUNCIL ADOPTING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN LAND USE MAP; AMENDING CERTAIN REAL PROPERTIES FROM LOW DENSITY RESIDENTIAL TO EMPLOYMENT DISTRICT, PLANNED COMMUNITY DEVELOPMENT AND MIXED USE; ADOPTING CITY OF GIG HARBOR LAND USE DESIGNATIONS FOR THE PURDY COMMUNITY; AND SETTING AN EFFECTIVE DATE OF DECEMBER 31, 1997.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

CITY ADMINISTRATOR, MARK HOPPEN

**City of Gig Harbor Planning Commission  
Resolution # 1 of 1997**

A RESOLUTION OF THE CITY OF GIG HARBOR PLANNING COMMISSION RECOMMENDING ADOPTION BY THE GIG HARBOR CITY COUNCIL OF PROPOSED AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE LAND USE MAP AND SETTING AN EFFECTIVE DATE OF DECEMBER 31, 1997.

---

WHEREAS, the City of Gig Harbor completed an update of the Comprehensive Plan in November of 1994 in compliance with the Growth Management Act of 1990; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan Land Use Map includes City land use designations for an Urban Growth Area (UGA), territory outside of the incorporated limit of the city of Gig Harbor; and,

WHEREAS, the UGA was adopted by Pierce County in 1994 and included Pierce County Land Use designations; and,

WHEREAS, in 1995 several requests were received by Pierce County from owners of land outside of the incorporated limits of the City to amend Comprehensive Plan land use designations; and,

WHEREAS, Pierce County deferred the requests to the City for review and recommendation prior to the County's consideration of the requests; and,

WHEREAS, during the City Council's review of a proposed City zoning map for the Urban Growth Area in the fall of 1995 and winter 1996, several property owners requested that the City Council consider proposed amendments to the Comprehensive Plan Map; and,

WHEREAS, the Council did refer the requests to the City Planning Commission for review and a recommendation as a future date; and

WHEREAS, the Planning Commission conducted a public hearing on February 27, 1997, to accept public comment and testimony on the amendments to the Land Use Map; and,

WHEREAS, as part of it's annual review and update of the Comprehensive Plan, the Planning Commission does find that certain adjustments to the Land Use Map are reasonable and appropriate based upon a report and recommendation of the Planning Staff and public testimony received at the public hearing; and,

WHEREAS, the Planning Commission finds that the proposed adjustments further the goals and policies of the City of Gig Harbor Comprehensive Plan; and,

WHEREAS, the Growth Management Act limits Comprehensive Plan amendments to no more than once per year; and,

WHEREAS, the Planning Commission desires to conduct further review of the Comprehensive Plan this calendar year and that due to current workload and program objectives it is not possible to consider the entire scope of the objectives at this point in time; and,

WHEREAS, establishing an effective date for the proposed map amendments of December 31, 1997 meets the objectives and requirements of the Act; and,

NOW, THEREFORE BE IT RESOLVED by the City of Gig Harbor Planning Commission that the Gig Harbor City Council adopt the proposed amendments to the City of Gig Harbor Comprehensive Plan Land Use Map as follows:

Amend parcels 0122360166, 0122360167, 0122360168, 0122361001 from Low density Residential to Employment District.

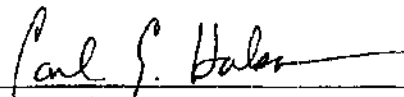
Amend parcels 0122242044, 0122242056, 0122242057, 0122242064, 0122242066, 0122242067, 0122246001, 0122246002, 0122246005, 0122242000, 0122242042 from low density residential to Employment District.

Amend parcel 0222310437 from low density residential to Mixed Use Overlay.

Amend the north half of the NE 1/4 of Section 31, Township 22 north Range 2, W.W.M. from low density residential to Planned Community Development

Amend the City of Gig Harbor Comprehensive Plan Map as per the attached Exhibit "A" and establish an effective date of December 31, 1997.

PASSED this 20<sup>th</sup> day of MARCH 1997, by the City of Gig Harbor Planning Commission of those present at its regular meeting.

  
\_\_\_\_\_  
Carl Halsan, Chairman

Date 3/20/97, 1997.

**CITY OF GIG HARBOR PLANNING AND BUILDING SERVICES**

**REPORT TO THE CITY OF GIG HARBOR PLANNING COMMISSION**

**PROPOSED AMENDMENTS TO THE CITY OF GIG HARBOR  
COMPREHENSIVE PLAN LAND USE MAP**

**FEBRUARY 20, 1997**

## MAP AMENDMENT FOR THE INCLUSION OF THE PURDY COMMUNITY INTO THE CITY'S URBAN GROWTH AREA.

The Purdy community inclusion into the urban growth area was accomplished in November of 1995 by Pierce County. The Planning Commission is obligated to consider this amendment to the Comprehensive Plan Map even though it was originally included in the 1994 Comprehensive Plan map. Staff recommends that the Comprehensive Plan Map be amended to include the Purdy Community, with the original land use designations as proposed and as may be amended. Land use designations are identical to that considered in the 1994 City of Gig Harbor Comprehensive Plan update. Allocation of land use under the Comprehensive Plan designations are as follows:

Commercial-Business	68 acres
Public-Institutional	115 acres
Employment	21 acres
Low Density Residential	176 acres

## COMPREHENSIVE PLAN LAND USE MAP PROPOSED AMENDMENTS

### INTRODUCTION/SUMMARY

The following map amendment requests were submitted by landowners following the adoption of the revised Comprehensive Plan in 1994. All of the requests have been presented to the City Council during the public review of the UGA zoning map. The Council has requested staff and the Planning Commission to review these requests and to forward a recommendation.

### REQUEST M-1: PAUL AND BETTY GARRISON; TOM AND DONNA TORRENS

Amend from Low Density residential (zoning R-1) and PI (Public Institutional) to an Employment District (ED) and RB-2 (Zoning).

### **Site and Area Characteristics**

East portion of the area has a small mini-storage facility and a variety of small scale light industrial uses (machinery and equipment repair). The west part of the area contains two mobile homes and a single family residence. The property borders a Public Institutional designation (Purdy Corrections Center) on the south east side. The nearest employment district lies 1/4 mile to the north at the Active Construction site. A large (200 acre+) employment district lies approximately 1/2 mile to the south.

### **Applicant's Rationale For Change**

Applicant originally requested a mixed use designation. However, testimony provided to the city council indicated that an employment district would be suitable for some portions and a residential business district for the remainder. The area has been designated as Community Center by Pierce County . Community Center is an intense use designation which allows a variety of residential, commercial and industrial uses. The applicants state that they have been granted site plan approval by Pierce County for light industrial for manufacturing needs (Torrens Sculpture Design; ministorage facility).

### **Staff Analysis**

The current designation of Public Institutional on the east portions of the site is not appropriate. When originally mapped using the city's CAD maps, this area was believed to be under state ownership. However, documentation submitted by the property owners clearly shows that area is under private ownership. It was never intended to apply the PI designation to private ownerships. The applicant's request to apply a residential business designation cannot be accommodated at this stage of the process but would be considered when the planning commission considers UGA zoning for the area, following the adoption of any Comprehensive Plan map amendments.

City sewer and water are not immediately available. The nearest sewer line is located approximately 3600 feet to the north along Burnham Drive NW (Realty One). City sewer and water serves the Purdy Corrections center, approximately 4,200 feet to the south. An amended designation of employment for a portion of the site would not change the capacity estimates. Potentially, the demand could be less in removing a residential designation for the sites.

### **Staff Recommendation**

*Need to  
Add*

Approve a Comprehensive Plan designation of Employment District for parcels 0122360166, 0167, 0168. Retain residential designation for parcels 0122361001, 1006, 1008, 1009 and 1013. Employment District would provide for and accommodate a variety of uses which are similar to that which currently are found in the area. The application of a residential business designation may be considered during the consideration of a UGA zoning map update.

### **REQUEST M-2: TALMO, INC**

Amend from low density residential to Commercial-Business.

### **Site and Area Characteristics**

The parcel is approximately 38 acres in area and is under three ownerships. The property is bordered on the north by Peninsula High School, on the east by Purdy

Elementary and on the west by the Purdy commercial district. A small employment area consisting of general office lies to the northeast of the site, just south of 144th Street NW.

### **Applicant's Rationale For Change**

The properties are surrounded by Employment Center, Community Commercial and Mineral Resource Overlay. The area is served by SR-302 and has urban water and sewer services available. The properties are not conducive to single family housing and are best served under city land use designations as B-2 or Employment district. B-2 and ED uses are less impactful to sewer systems than residential or multifamily. Would square-off the commercial areas within the Purdy community.

### **Staff Analysis**

The current designation was proposed during the 1994 update of the Comprehensive Plan. The designation, as was the rest of the Purdy area, was never officially designated under the City's Comprehensive Plan as the Purdy area was dropped from the UGA in November 1994. The area was reinstated into the UGA, at the City's request, in November of 1995 and the designations which were applied by Pierce County were those originally considered in 1994. The land use designations in this area were essentially developed under a "current use" review and were not afforded any detailed scrutiny by staff. The properties location in relation to major transportation routes (SR-302, SR-16 and Purdy Drive NW) tends to support a non-residential application, but not necessarily a purely commercial designation. Staff feels that the Purdy area has sufficient commercial designations on the west side of Purdy Drive NW. If the intent by the applicant is to develop a professional-business park, an employment district designation would be appropriate.

City sewer is adjacent to the site (west of Purdy Drive NW) and capacity is sufficient to serve the property. Based upon current sewer use rates, an employment district designation would generally require less sewer capacity than residential.

Respective to the City of Gig Harbor Comprehensive Plan, the following sections are relevant:

**GOAL:           MANAGE URBAN GROWTH POTENTIALS** (page 5, Land Use)

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

**GOAL:           DEVELOP A SOUND FISCAL BASE** (page 56, Economic Development)

Help market local socio-economic resources to increase employment



opportunities, develop office and industrial park properties, and provide the City with a sound tax base.

As part of the Purdy Community UGA to the city, the availability of city services, notably sewer, will have a tendency to heighten expectations that property can be developed at urban level densities and intensities. The Purdy community has a varied mix of uses and does not appear to be dominated by any particular segment. The shoreline area near SR-302 is essentially the commercial core of the community while the areas west of Purdy Drive NW - adjacent to Henderson Bay are essentially residential. East of Purdy Drive NW, there is currently very little residential development. Along Goodnough Drive NW, major uses include the Peninsula Light Office Complex, Pierce County Roads Maintenance Shop, and Purdy Topsoil. Most of the residential development along Goodnough Drive NW is concentrated in multifamily units at the south end of the Purdy area, west of Goodnough Drive and across the road from the Pierce County Shops as single family development. Within the principle subject area, there are five residential units. The one employment district located south of 144th Street NW west of Peninsula High School is relatively undeveloped. This area has one office complex and four single family residences. Considering the availability of undeveloped land currently in the Purdy area and the overall amount of commercial and employment land available in the UGA, the need for additional commercial areas of the magnitude requested does not seem warranted. Instead of a commercial designation, staff would support an employment designation for this site. This would be in keeping with the City Comprehensive Plan's economic development goal of decreasing the population to jobs ratio (increasing net employment).

#### **Staff Recommendation**

Staff recommends that the site be redesignated to Employment District.

#### **REQUEST M-3: DEL STUTZ**

Amend 5 acres from low residential (R-1 zone) to a commercial designation.

#### **Site and Area Characteristics**

The property comprises 5.4 acres of undeveloped land west of Burnham Drive NW. The majority of the site has been cleared and filled. The Tacoma-Lake Cushman transmission line borders the west perimeter of the property. A surface mining site is located approximately 750 feet to the west. Across Burnham Drive NW lies a church (to the north), the Sportman's Club (to the east) and Burnham Office Park (to the south east). A cardlock gas station is situated approximately 2,400 feet to the northwest. The nearest commercial/retail uses are located approximately 3,000 feet to the south along Burnham Drive. The subject site is approximately 1,500 feet from the nearest residence.

**Applicant's Rationale For Change**

Feels that commercial is the best designation as that's why he bought the property.

**Staff Analysis**

This area is currently designated as mixed use overlay, with a UGA zoning designation of R-1. Under the City's Comprehensive Plan, the property owner has the option of developing the property as residential (at 3-4 dwelling units per acre) or as a mixed use under the provisions of chapter 17.59 GHMC if a minimum of ten acres is available for development. City sewer is adjacent to the site. City water is potentially available but the nearest water line is located approximately 3,500 feet to the south. The Burnham Drive Corridor is considered an area of importance and is designated as a visually sensitive area under the City's Comprehensive Plan. Individual commercial and employment activities or developments in these areas are not of a size or character to be considered major commercial activity or traffic generating uses ("Mixed Use", page 10, Land Use Element, City Comprehensive Plan).

**Staff Recommendation**

The current Comprehensive Plan map designation of Mixed use Overlay should be retained.

**REQUEST M-4: PAUL MILLER, ET.AL. (INITIATED BY CITY)**

Amend from low density residential to Employment District

**Site and Area Characteristics**

The property is vacant and contains wetlands near the west boundary of the area. Water and sewer do not currently serve the property. Sewer is available approximately 2,500 feet to the east along 54th Street NW. Water is likewise available.

**Applicant's Rationale For Change**

None provided; this was initially a UGA boundary amendment request in 1994, before the Comprehensive Plan was adopted.

**Staff Analysis**

The UGA boundary amendment request was received during the final stages of the Comprehensive Plan update. Because the city had committed to a specific UGA, an adjustment at that time was not considered feasible. The property was later added to the City's UGA in late November, 1994 by Pierce County. The City was made aware of the addition after it had adopted its revised Comprehensive Plan. The County originally adopted it as a medium density single family but later amended that designation in 1995 to medium intensity employment. No capacity analysis was

done by the city to consider this area although the County did consider the inclusion as a medium intensity employment designation in its 1995 FSEIS. By including this in the UGA, the County in as much determined that capacity would ultimately be available to serve this area as medium intensity employment. This property is adjacent to a large employment designation. Staff does not believe it is reasonable to leave it as residential considering that the area is generally suitable for employment based uses. There is sufficient land within the current UGA to accommodate the projected housing needs for the anticipated population to the year 2017. It would be desirable, at some future date, to include the land north of the property to "even-up" the UGA boundary with the quarter section line. However, this should be deferred until an updated capacity analysis is completed by the city

**Staff Recommendation**

Amend the comprehensive plan map to redesignate this property from low density residential to employment, consistent with the Pierce County Comprehensive Plan Map.

**REQUEST M-5: CITY**

Amend from low density residential to PCD Low density residential

**Site and Area Characteristics**

Undeveloped, located adjacent to residential development on the south and east sides.

**Applicant's Rationale For Change**

This area was originally considered as PCD during the Comprehensive Plan update in 1994, but due to a mapping oversight, this portion of the Pope Resources ownership was designated as low density residential. Under the annexation agreement approved by the city, Pope Resources properties are part of the PCD designation.

**Staff Analysis**

A change to PCD does not effect city sewer or water capacity nor does it represent a significant change in land use. This was originally considered during the 1994 update but a mapping error resulted in the PCD boundary terminating just north of where it should be.

**Staff Recommendation**

Amend the Comprehensive Plan map for these twenty acres as PCD.

**REQUEST M-6: P AND T PARTNERSHIP**

Amend 10 acres from Rural to Employment District; include within the UGA

**Site and Area Characteristics**

The initial request comprised an area of 10 acres, consisting of two five acre parcels, located at the SW corner of Hunt Street and 38th Street NW. The east five acres is a wooded, vacant lot and the westerly five acres has a church and related parking lot. Following a work session by the Planning Commission, it was agreed to expand the UGA request to include the east half of this quarter section and include the residential developments west of 38th, south to 56th Avenue NW.

**Applicant's Rationale For Change**

See summary of applicant's justification, Item U-3.

**Staff Analysis**

At the work session, it was agreed to expand the request to include all the residential subdivisions south of Hunt, west of 36th Avenue NW. However, further discussion with other departments has lead to the conclusion that this would be premature without initiation of a request by the residents within the area. Without the deletion of the area west of 46th Avenue NW, additional capacity analysis would be required before a recommendation can be made on this request. Also, simply adding 10 acres to the City's UGA is not a comprehensive method to address expansion of UGA's. It would be more efficient to consider larger areas in order to preserve neighborhoods, natural features and drainage areas.

**Staff Recommendation**

Table action on this request pending further dialogue with residents in the area. Without the deletion of a corresponding area (to maintain a "no net loss" of sewer and water capacity), no action should be taken on the addition of the ten acres to the city UGA at this point in time.

**REQUEST M-7: JACK BUJAJICH**

Amend approximately 8 acres from low density residential to mixed use overlay.

**Site and Area Characteristics**

The area is 8 acres in area, east of Burnham Drive NW. A residential subdivision (Avalon Woods) borders the site to the north. The area to the west is the site of a business park, which is currently under development and a Peninsula Light substation. To the south is a recreational vehicle/mobile home park.

**Applicant's Rationale For Change**

Requests that the city reconsider the residential designation. The property is immediately east of an office park and west of a commercial RV and mobile home

park. Designating the property as residential severely limits the use of the property.

**Staff Analysis**

The property is along the Burnham Drive corridor and adjacent to several nonresidential uses. It is also adjacent to a Peninsula Light substation. A purely residential designation does not appear warranted due to the types of adjacent uses. Applying the mixed use overlay designation provides use options which meet the intent of the Comprehensive Plan for the mixed use overlay area. This is the only "jog" in the mixed use overlay and staff feels that it would be reasonable to extend the designation onto this parcel.

**Staff Recommendation**

Extend the mixed use overlay designation to the 8 acres.

**COMPREHENSIVE PLAN URBAN GROWTH AREA BOUNDARY  
MAP  
REQUESTED AMENDMENTS**

**INTRODUCTION/SUMMARY**

The City's Urban Growth Area Boundary (UGA) is a product of the Growth Management Act, the Pierce County Comprehensive Plan and the Pierce County County-Wide Planning Policies. The City's Comprehensive Plan addresses several policies on UGA's. These are as follows:

**4. Urban Growth Area**

- Define and delineate boundaries between those areas which are capable of being provided efficient urban level services over the next twenty years and those areas which should remain rural or are not capable of being provided urban level services. To this extent, the City of Gig Harbor has identified an urban growth area of 3900 acres of unincorporated land surrounding the city and which is also defined in the Appendix maps.
- Allocate sufficient land within the urban growth area to allow efficient operation of market forces and to account for areas which have environmental limitations to building construction such as wetlands, steep slopes, geologically hazardous areas and critical fish and wildlife habitat.
- **At a minimum, review the urban growth area boundary every five years.** As appropriate, make adjustments which account for projected population rate changes, adjustments in available service capacity, changes which reflect

community desires or goals and which promote sound and reasonable land use development patterns. In reviewing revisions to the urban growth boundary, consideration should be given to the potential impacts on environmentally sensitive areas.

**Pierce County County-Wide Planning Policies** provide several criteria for the consideration of municipal UGA's. UGA amendment requests are subject to the following:

- i. An amendment to Urban Growth Area boundaries may be initiated by the County or **any municipality in the County** or by the Steering Committee or its successor entity.
- ii. A proposed amendment to Urban Growth Area boundaries shall include:
  - (1) a map indicating the existing urban growth area boundary and the proposed boundary modification;
  - (2) a statement indicating how, and the extent to which, the proposed boundary modification complies with each of the factors listed in subpolicies 2.2, 2.4, 2.5 and 2.6 of the County-Wide Planning Policy on Urban Growth Areas, Promotion of Contiguous and Orderly Development and Provision of Urban Services to Such Development.
  - (3) **a statement indicating the factors, data or analyses that have changed since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area boundaries that have prompted the proposed amendment.**

The following specific factors and criteria shall dictate the size and boundaries of urban growth areas:

2.1 Size

2.11 urban growth areas must be of sufficient size to accommodate *only* the urban growth projected to occur over the succeeding 20-year planning period, taking into account the following:

- a. land with natural constraints such as critical areas
- b. agricultural land to be preserved
- c. greenbelts and open space
- d. New Fully Contained Communities
- e. maintaining a supply of developable land sufficient to allow market forces to operate and preclude the possibility of a land monopoly but no more than is absolutely essential to achieve

the above purpose (*NOTE: this is assumed to be a maximum of 25% of the total UGA*)

- f. existing projects with development potential at various stages of the permitting process
- g. land use patterns created by subdivisions, short subdivisions and large lot divisions
- h. build-out of existing development and areas which are currently only partially built out

The most definitive criteria on which to base the size of a UGA rests with the city and its ability to provide the needed services to accommodate *only* the population projected for the next 20 years. The most fundamental of municipal services which must be available is sewer. The City's current UGA is sufficient to accommodate the projected 20-year population of 16850 (UGA + City). From the staff's perspective, no factors, data or analyses have been presented which demonstrate any changes since the designation of the initial Urban Growth Area boundaries and/or the experience with the existing Urban Growth Area boundaries that have prompted the proposed amendments.

### **REQUEST U-1: FAIRWAY ESTATES SUBDIVISION**

#### **Site and Area Characteristics**

Residential subdivision of 45 parcels on 17.79 acres.

#### **Applicant's Rationale For Change**

Would like to be annexed to the city and receive city services.

#### **Staff Analysis**

South of UGA and on the "downhill" side of city sewer. The Public Works Department has previously expressed concerns about extending the UGA in such a manner as to require the addition of sewer lift stations. Ultimately providing sewer to this subdivision at some future date would require the addition of a lift station. Staff also has a concern about extending the UGA in a gerrymander fashion to accommodate one subdivision.

#### **Staff Recommendation**

Leave the UGA boundary at its current limit.

### **REQUEST U-2: MELVIN HANSEN**

#### **Site and Area Characteristics**

30.5 acres of undeveloped property located adjacent to residential development on the east sides.

**Applicant's Rationale For Change**

Would like to develop to city density.

**Staff Analysis**

Additional sewer and water capacity has not been addressed for this inclusion into the UGA. Also, the gerrymandered boundary is not reasonable and is proposed simply to accommodate the ownership into the UGA.

**Staff Recommendation**

Retain curtain UGA boundary.

**REQUEST U-3: P AND T PARTNERSHIP**

Add 10 acres into the City's urban growth area.

**Site and Area Characteristics**

The initial request comprised an area of 10 acres, consisting of two five acre parcels, located at the SW corner of Hunt Street and 38th Street NW. The east five acres is a wooded, vacant lot and the westerly five acres has a church and related parking lot. Following a work session by the Planning Commission, it was agreed to expand the UGA request to include the east half of this quarter section and include the residential developments west of 38th, south to 56th Avenue NW. This was to be accomplished simultaneous with the deletion of a corresponding area from the UGA, west of 46th Avenue NW.

**Applicant's Rationale For Change**

Adequate utility distribution services exist along Hunt Street at the present time; adequate domestic water and fire flow exists at the present time at the site in excess of 1,700 gpm; the city of Gig Harbor Comprehensive sewer plan proposes to serve this area with mains on Hunt Street as well as 38th Street.

**Staff Analysis**

At the work session, it was agreed to expand the request to include all the residential subdivisions south of Hunt, west of 36th Avenue NW. However, further discussion with other departments has lead to the conclusion that this would be premature without initiation of a request by the residents within the potentially affected areas. Also, without the deletion of the area west of 46th Avenue NW, additional capacity analysis would be required before a recommendation can be made on this request. Staff also has concerns about "gerrymandering " the UGA to accommodate such a small area.

**Staff Recommendation**

Table action on this request pending further dialogue with residents in the area.



Without the deletion of a corresponding area (to maintain a "no net loss" of sewer and water capacity), no action should be taken on the addition of the ten acres to the city UGA at this point in time.

**REQUEST U -4: CITY OF GIG HARBOR**

This proposal has been deleted.

# **Comprehensive Plan Map Requests to Amend**

**Comprehensive Plan Land Use Map  
Amendment Request M-1  
Garrison/Torrens**

**MATTHEW L. SWEENEY**  
*Attorney at Law*

The Westgate Law Center  
5929 Westgate Boulevard Suite D  
Tacoma Washington 98406

(206) 761-7700  
FAX 761-7823

May 10, 1996

RECEIVED  
MAY 10 1996  
CITY OF GIG HARBOR

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

Re: **Development/Zoning Regulation Revisions**

Dear Mayor Wilbert:

I represent Paul and Betty Garrison and Thomas and Donna Torrens, property owners in unincorporated Pierce County, but within the City of Gig Harbor's Urban Growth Area. We are requesting that the City of Gig Harbor re-designate their zoning regulations as they pertain to these properties to reflect not only the current uses of the properties, but also the future intensity of the development that will be occurring in the area. We have previously submitted a request to the City of Gig Harbor Planning Commission, and they are forwarding to you a recommendation for a change in the zoning. However, it is our belief that the Planning Commission misunderstood the nature of the existing Comprehensive Plan designation for fully half of the property and, therefore, failed to properly consider and recommend the requested Employment District designation.

**RELIEF REQUESTED**

**We request that the City Council amend the Zoning Designation for roughly half the subject area to Employment District (EB) and the remaining to Residential and Business District 2 (RB-2) as shown at Exhibit "A" to this letter**

**BACKGROUND**

The properties at issue are located quite close to State Highway 16 and the Swede Hill interchange. Without a doubt, this area will continue to experience growth pressures and the proximity to the freeway interchange will lend itself to commercial uses in the future. The City is already providing utility services in the form of a ten inch water main which extends as far as the Fire Training Center and a sewer main which runs from the north down to Burnham Drive and into the City. It is anticipated that the area will be provided

COPY

Gretchen A. Wilbert, Mayor  
City of Gig Harbor  
May 10, 1996  
Page 2

with City water and City sewer service within the next few years. Such services will enhance significantly the commercial opportunities for the properties in this area. It is apparent that the highest and best use for this property within the next five to ten years will be commercial in nature and not single family residential.

There is no doubt that substantial traffic will continue to be generated in the area in the next few years. The anticipated build-out of multiple commercial properties to the South of the correction center and the extension of the roadway will put increasing demands on Sehmel Drive and the freeway interchange. In addition, Gig Harbor has already approved a Planned Community District on the opposite side of the freeway interchange from this location. A variety of Commercial, Business Park and Neighborhood Business Districts are proposed, which will increase significantly the freeway interchange traffic. Hence, the traffic volumes fronting these properties will be significant making residential use inappropriate.

Finally, the topography of the area lends itself to the requested re-designation. There is a natural elevation break where Sehmel Road fronts the parcels in question that will provide a natural transition point. *See*, Exhibit "G". The ED and RB-2 designation for these properties will provide a buffer from the adjacent property that is designated Public Institutional (PI) that could well see future development of "hard to site" essential public facilities. Thus, the proper designation for the area in question is ED and RB-2

### ZONING ANALYSIS

This area is within Gig Harbor's designated Urban Growth Area and is subject to an overlay by both Pierce County, under Pierce County's comprehensive plan, and the City of Gig Harbor, under the City's comprehensive plan. My clients' properties are currently subject to review by the City for designation under the City's preannexation zoning map for the urban growth area. My clients request that the City Council designate a portion of the area depicted on the map submitted at Exhibit "A" to this letter as Employment District (ED) and a portion as RB-2.

The Employment District provides for the location of high quality design development and operational standards for technology research and development facilities, light assembly and warehousing, associated support service and retail uses, business and professional office uses, corporate headquarters and other supporting enterprises. The Employment District is intended to be devoid of nuisance factors, hazards and potential high public facility demands. Retail uses are not encouraged in order to preserve these districts from major employment opportunities and to reduce the demand for vehicular access.

GHMC 17.45.010.

This designation comports with many of the existing uses and permitted uses that now exist and also recognizes that the growth pattern in and about this freeway interchange is and will be commercial in nature.<sup>1</sup> We have submitted maps showing the area and current and proposed designations. See, Exhibit "C". Under the County's comprehensive plan, much of the area is currently designated Community Commercial (CC) and, under the City's plan, this part is designated as Public Institution (PI) while the remainder is designated residential (R).<sup>2</sup> Thus, that part designated PI should be zoned EB.

The remainder of the area designated R should be zoned RB-2. Again, this designation better reflects the current and existing uses of the properties.

The RB-2 district is intended to provide a mix of medium density residential uses with certain specified business, personal and professional services. It is intended to serve as a transitional buffer between high intensity commercial areas and lower intensity residential areas. The RB-2 zone is similar in construction to the RB-1 zone while allowing a higher percentage of impervious coverage and multifamily residential development. Furthermore, the RB-2 zone would serve to minimize impacts to adjacent residential uses by limiting general operational impact of a use to that portion of the site between the structure(s) and the fronting road.

GHMC 17.30.010.

---

<sup>1</sup> Property information is provided at Exhibit "B" and the uses are described herein:

<u>Parcel No.</u>	<u>Owners</u>	<u>Use</u>
0122361006	Paul & Betty Garrison	2 wide modular, single family w large garage/shop
0122361008	Carl Abitz	Single family residence
0122361009	Garrison/Pardey	2 wide modular, single family w large garage/shop
0122361013	Wintermute	Single family residence
0122361001	Garrison/Pardey	Approved site plan with parcel # 0122361068
0122361068	Garrison/Pardey	Swede Hill Center, 3 of 4 approved light industrial buildings constructed, caretaker unit.
0122361067	Torrens	Approved Site Plan - Sculpture Design Studio, not yet constructed.
0122361066		Swede Hill Mini-Storage with caretaker unit

<sup>2</sup> The Public/Institutional District is intended to provide for the siting and maintenance of publicly owned facilities and institutions which could not be reasonably sited in any other district. The term "public facilities" as used in this Chapter shall mean any use, activity or facility which is owned and operated by the City of Gig Harbor, the Peninsula School District, Pierce County or any incorporated city within Pierce County and the State of Washington, including any office of the State of Washington. Permitted uses include government administrative facilities, maintenance facilities and storage areas, waste water treatment facilities, schools and related lands, fire stations and related training facilities, community recreational halls and parks and open space for active or passive recreation or enjoyment. Conditional uses include essential public facilities.

Gretchen A. Wilbert, Mayor  
City of Gig Harbor  
May 10, 1996  
Page 4

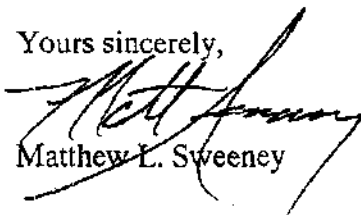
Both the ED and RB-2 designations are much more realistic than staff's proposed designation of R-1 and the Planning Commission's recommended designation of RB-1. The R-1 designation overlooks the commercial operations that already exist on some of the properties at issue. Frankly, the area does not lend itself well to single family residential use making even the RB-1 designation much less than perfect. For these reasons, we request that the Gig Harbor City Council redesignate the parcels in question be designated as Employment District (ED) and Residential and Business District (RB-2). Exhibit "D" sets forth the proposed designations in the area and the City's Land Use matrix.

Under the City of Gig Harbor's Code, an R-1 District is meant for single family residential use. Excerpts from the new Code are provided at Exhibit "E". Permitted uses in R-1 are single family dwellings, family daycare, adult family homes and certain limited home occupations. The City of Gig Harbor has recognized the need for employment centers and employment opportunities. The City's comprehensive plan repeatedly sets forth the importance of providing areas for commercial and employment. See, Plan excerpts at Exhibit "F". By designating areas adjacent to this freeway interchange as ED, the City of Gig Harbor will be making provision for future employment activities. Designating the area R-1, or even RB-1, with subsequent residential build-out would preclude this opportunity for future commercial use.

If you would review the enclosed materials, we would appreciate it greatly. If you have any questions or concerns, my clients and I will be available at the upcoming public hearing.

Thank you very much for your attention to this matter.

Yours sincerely,



Matthew L. Sweeney

MLS:kar

Enclosures

cc: Gig Harbor City Council  
Raymond P. Gilmore

M-1

August 29, 1995

Mr. Ray Gilmore  
Department of Planning  
City of Gig Harbor

Thank you for meeting with Mr. & Mrs. Torrens and myself yesterday regarding the designation of our properties at Swede Hill under the Gig Harbor Comprehensive Plan. It is my understanding that Gig Harbor intends to "revisit" the Swede Hill area, probably in the Spring of 1996 to determine if the designation for some properties need to be changed. Change appears appropriate to us since we both have approved Site Plans which allow light industrial uses and since Torrens was required to submit his Site Plan for City review as well as County.

I am writing to request a letter from you to Pierce County which indicates this intent and that our properties are some which will be considered at the time that the revisit occurs. I fully understand that you cannot indicate that any change will in fact occur. I appeared before the Pierce County Planning Commission August 27, 1995 in regard to this matter and Commissioner Smith, with the concurrence of Commissioner Lee, recommended that we seek such a letter from you.

If it is proper in your view, I would appreciate some indication that if the County either does not change our designation from CC to MSF or delays the change until your revisit, the City Plan will not be seriously adversely effected.

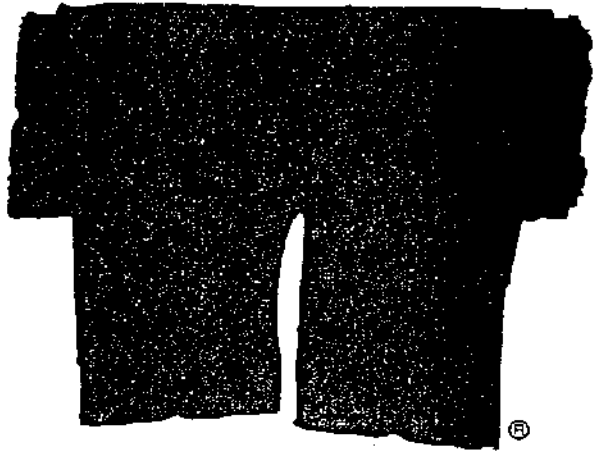
I sincerely regret that I failed to recognize that I should have attended a Public Hearing which was held by the City regarding their Comprehensive Plan.

Sincerely,

*Map attached*

*Betty Garrison*  
857-5035  
OR  
858-5185





RECEIVED  
AUG 30 1995  
CITY OF GIG HARBOR

August 30, 1995

Mr. Ray Gilmore  
Department of Planning  
City of Gig Harbor  
Gig Harbor, WA 98335

Dear Mr. Gilmore:

Thank you for meeting with Betty Garrison, my wife, Donna and myself regarding the designation of our properties at Swede Hill under the Gig Harbor Comprehensive Plan. In retrospect we regret we were unaware our property with a Site Approval was being changed to MSF and missed the opportunity to attend the Public Hearing held by the City regarding their Comprehensive Plan. We were under the assumption our property was in the Rural Activity Center.

It is our understanding that the City of Gig Harbor Planning Department intends to "revisit" the Swede Hill area, probably in the Spring of 1996 to determine if the designation for some properties need to be changed. Changes appear appropriate to us since Garrison and ourselves have approved Site Plans which allow light industrial uses and especially since we were required to submit our Site Plan for City review as well as County.

My wife and I request a letter from you to Pierce County Planning Commission which indicates this intent and that our property Parcel No R0122361065 would be one of the properties which will be considered at the time the "revisit" occurs. We fully understand you cannot indicate any change will in fact occur. I appeared before the Pierce County Planning Commission August 27, 1995 in regard to this matter. Commissioner Smith with the concurrence of Commissioner Lee, recommended we seek such a letter from you to submit to the Pierce County Planning Commission.

If it is proper in your view, we request in writing a letter requesting the county does not change our designation from CC to MSF or delay the change until the City of Gig Harbor Planning Department has made a "revisit" of those properties. It is our feeling the Gig Harbor City Comprehensive Plan will not be seriously adversely affected. I have included a copy of the map of the properties affected by changing CC to MSF thus putting our Properties in a non-compliance status.

Thank you kindly for any consideration you feel is appropriate.

Tom N. Torrens

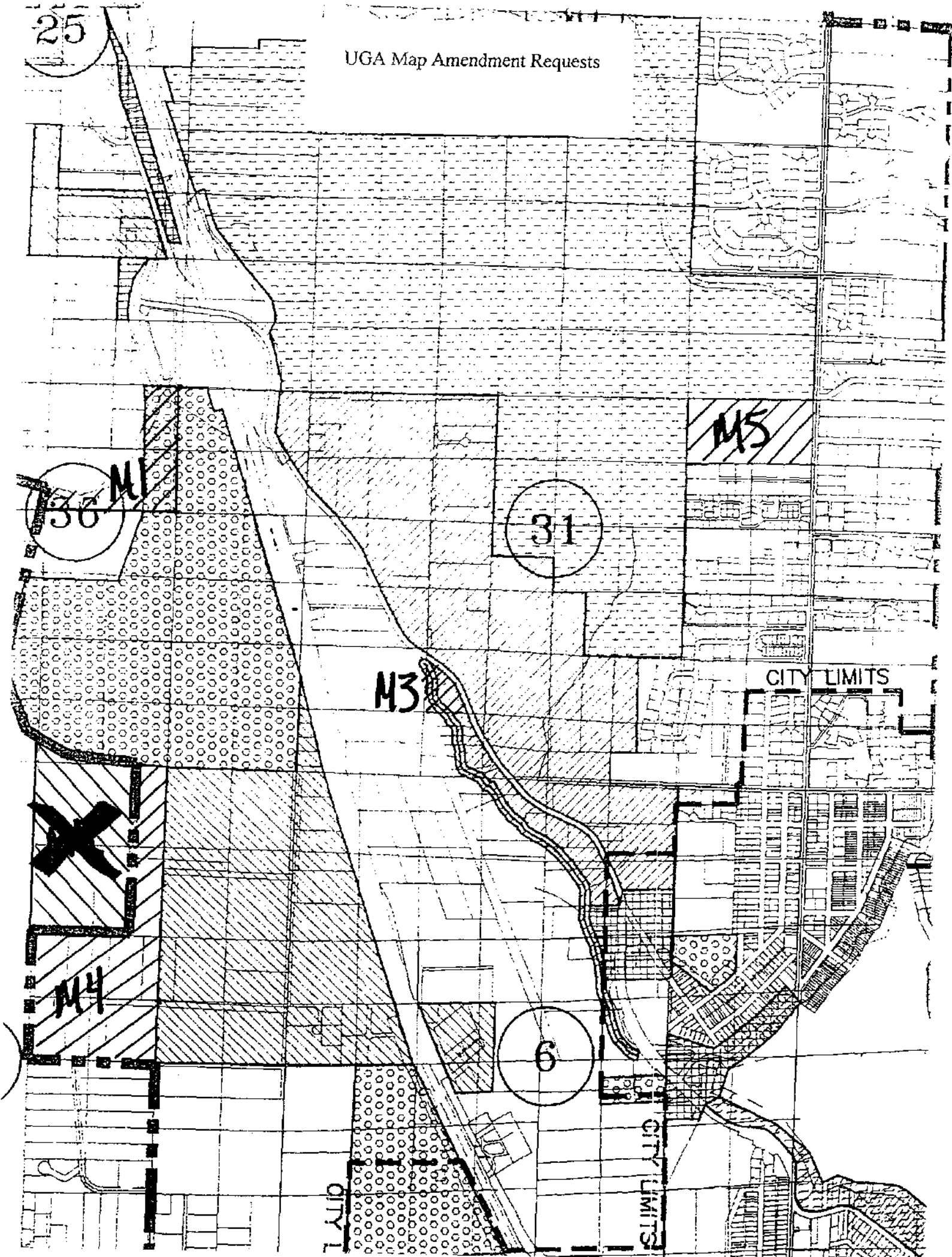
Donna J. Torrens

enclosure, map

TOM TORRENS • SCULPTURE DESIGN  
P.O. BOX 1819, GIG HARBOR, WA 98335  
PHONE (206) 857-5831 • FAX (206) 265-2404

25

UGA Map Amendment Requests



M5

31

M3

CITY LIMITS

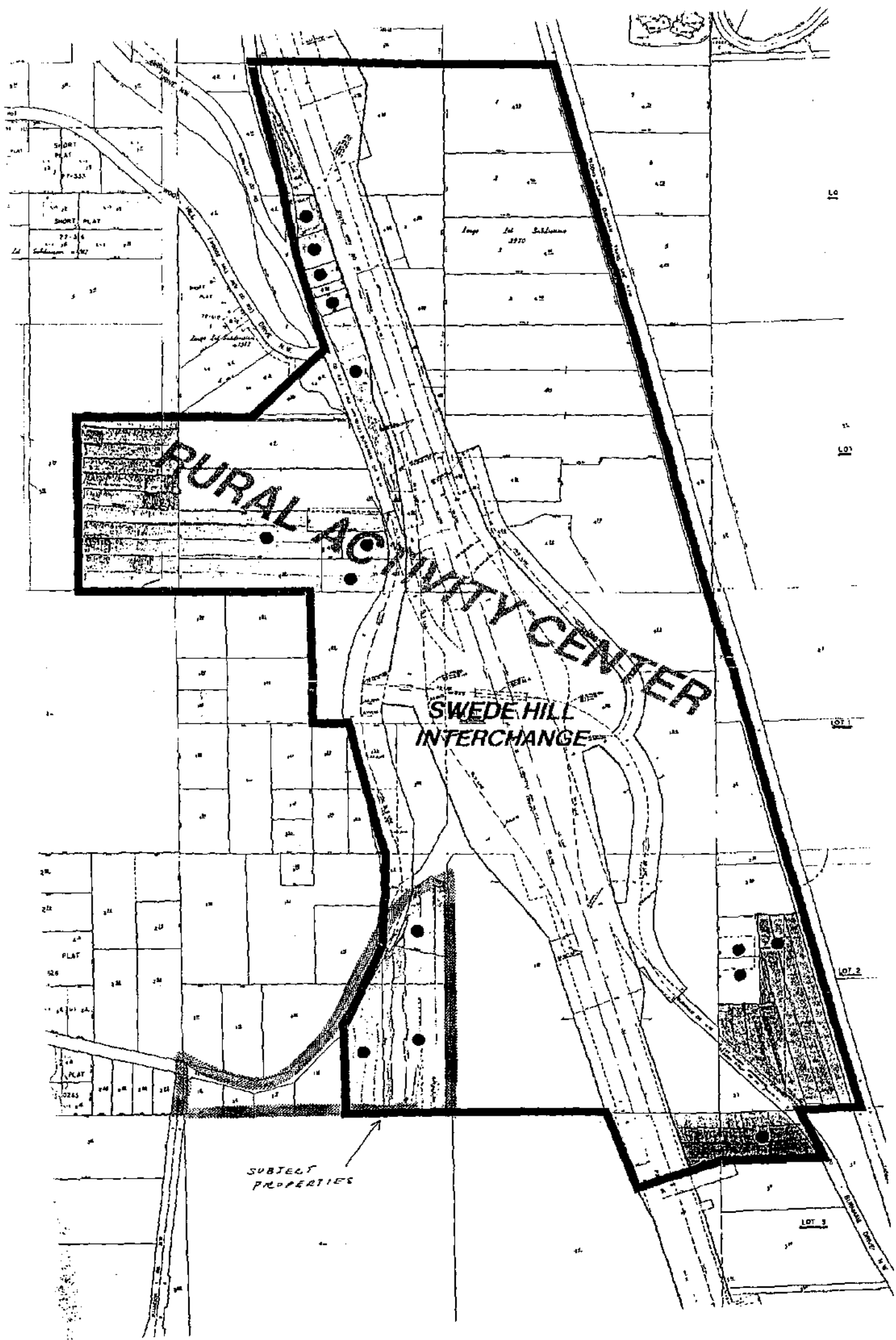
X

M4

6

CITY LIMITS

CITY LIMITS



RURAL ACIVITY CENTER  
SWEDE HILL INTERCHANGE

SUBJECT PROPERTIES

SHORT PLAT  
77-333

SHORT PLAT  
77-334

FLAT

FLAT

LOT 1

LOT 1

LOT 1

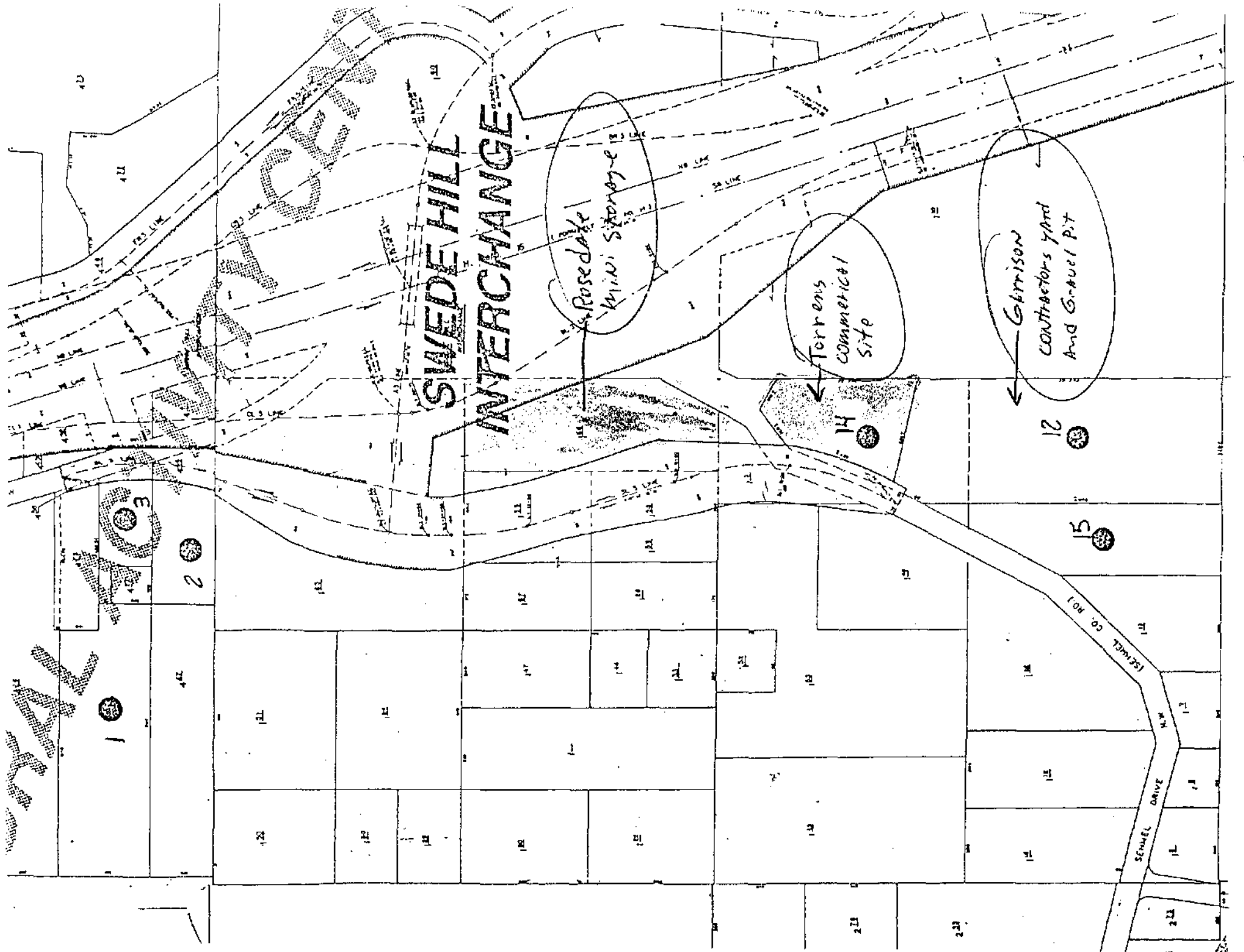
LOT 2

LOT 3

Imp. Lot Subdiv  
1970

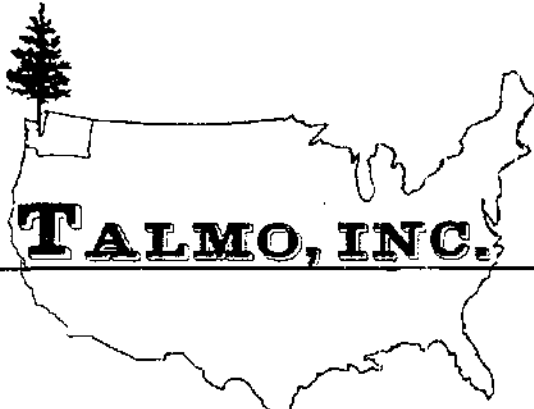
Imp. Lot Subdiv  
1971

SWEDEN DRIVE N.W.



**Comprehensive Plan Land Use Map  
Amendment Request M-2  
Talmo, Inc.**

W-2



RECEIVED

JAN 18 1996

CITY OF GIG HARBOR

A NATURAL RESOURCE CORPORATION

P.O. BOX 492, G G HARBOR, WA 98335 (206) 858-8444  
(206) 858-8448 FAX

January 17, 1996

Mark E. Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson St.  
Gig Harbor, WA 98335

RE: Land-Use Designation for Talmo, Inc. Properties located in the Purdy UGA

Dear Mr. Hoppen,

I am writing this letter to request that you include Talmo, Inc.'s property in the City's Commercial/Business land use designation. Please see the attached map showing where Talmo, Inc.'s property is located. As you recall, we were very much in support of the City extending its UGA to include the Purdy area. The Pierce County Council acted on this request in November of last year. The primary rationale for inclusion was that it was described as a commercial area and would not affect additional population allocations for the City's Comprehensive Plan.

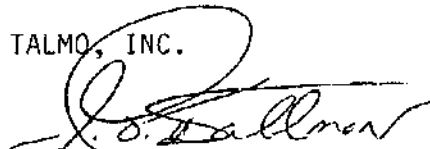
Based on City correspondence to the County dated May 16 and July 30, 1995, a preliminary land use designation for the Purdy area was reflected on the attached map. It is now appropriate to look at this area in more detail; especially the northern most area of this new UGA.

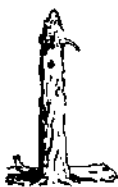
As you can see from the enclosed map Talmo, Inc.'s property is surrounded by Commercial/Business to the West, Public Institutional to the North and Southeast and Employment Center to the Northeast. I ask that you square off the Commercial/Business designation so that our parcels and those immediately adjacent to us be included in this Commercial/Business designation.

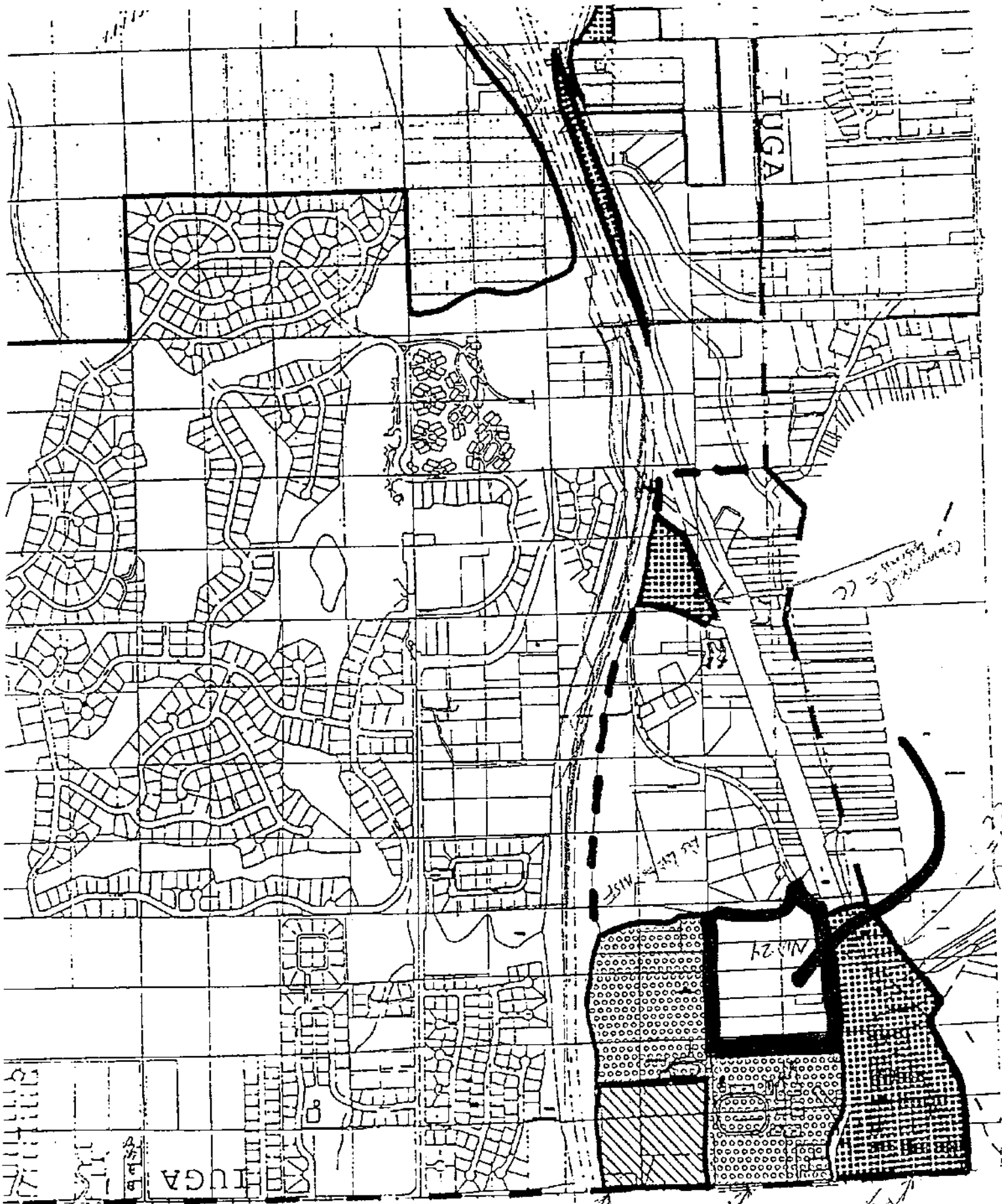
I ask that we meet to discuss this issue and other issues regarding changes to the City's UGA in the Southern area that we talked about last year. In advance, thank you for your attention to this matter.

Sincerely,

TALMO, INC.

  
JAMES O. TALLMAN, PRESIDENT





City of Houston  
Report Expansion  
PC  
2/15/14

← Employment Center  
← Public Institutional  
←

TUGA

TUGA

AZON

AZON

22 25 28 31 34 37 40 43 46 49 52 55 58 61 64 67 70 73 76 79 82 85 88 91 94 97 100 103 106 109 112 115 118 121 124 127 130 133 136 139 142 145 148 151 154 157 160 163 166 169 172 175 178 181 184 187 190 193 196 199 202 205 208 211 214 217 220 223 226 229 232 235 238 241 244 247 250 253 256 259 262 265 268 271 274 277 280 283 286 289 292 295 298 301 304 307 310 313 316 319 322 325 328 331 334 337 340 343 346 349 352 355 358 361 364 367 370 373 376 379 382 385 388 391 394 397 400 403 406 409 412 415 418 421 424 427 430 433 436 439 442 445 448 451 454 457 460 463 466 469 472 475 478 481 484 487 490 493 496 499 502 505 508 511 514 517 520 523 526 529 532 535 538 541 544 547 550 553 556 559 562 565 568 571 574 577 580 583 586 589 592 595 598 601 604 607 610 613 616 619 622 625 628 631 634 637 640 643 646 649 652 655 658 661 664 667 670 673 676 679 682 685 688 691 694 697 700 703 706 709 712 715 718 721 724 727 730 733 736 739 742 745 748 751 754 757 760 763 766 769 772 775 778 781 784 787 790 793 796 799 802 805 808 811 814 817 820 823 826 829 832 835 838 841 844 847 850 853 856 859 862 865 868 871 874 877 880 883 886 889 892 895 898 901 904 907 910 913 916 919 922 925 928 931 934 937 940 943 946 949 952 955 958 961 964 967 970 973 976 979 982 985 988 991 994 997 1000



RECEIVED

DEC 03 1996

CITY OF GIG HARBOR  
PUBLIC WORKS DEPT.  
A NATURAL RESOURCE COMPANY

(206) 858-8444  
P.O. BOX 492, GIG HARBOR, WA 98335 (206) 858-8448 FAX

November 25, 1996

Ray Gilmore  
Director of Planning  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

RE: Follow-up on land use meeting for properties in the Purdy UGA

Dear Ray,

Thank you for taking the time to meet with me and Paul Cyr last week. As you recall we are requesting a Commercial/Business land use designation for the area currently designated MSF within the Pierce County Comp Plan map designation. (See the attached map). The properties are surrounded by Employment Center, Community Commercial and Mineral Resource Overlay, under the County designation. The area is served by State Hwy 302 and has urban water and sewer services available. The properties are NOT conducive to single family housing and are best served under the City land use designation as either B-2 or Employment District. B-2 and Employment District uses are less impactive to Sewer Systems than other Residential and Multi-family uses.

In light of the timelines for Pierce County's Comp Plan Amendments for 1997, we ask that the City of Gig Harbor initiate Amendments to include the Purdy UGA city zoning and forward them on the City Planning Commission for hearing to begin in January of 1997. Please notify us of the meetings schedule when they are decided.

In addition to the Purdy UGA area, I request that you include the recommended adjustment to the Southern UGA boundary of the City as we discussed last year and again at our meeting of last week. We think it makes sense to reduce the rural areas west of 47th Ave. in exchange for adding parcels immediately south of Hunt St. between 38th St. and Wollochet Drive. These urban properties can be served by City Sewer and have access to main arterials at the Hunt/Wollochet traffic signal. The rural area to the west of 47th Ave. is more appropriately kept rural, Reserve 5 under the County.





If you have any questions regarding these two requests for City action, please call myself or Paul Cyr and we'll be happy to discuss them with you. As you recall, you and Mark Hoppen asked us to initiate these requests for 1997. Pierce County timelines for amendments in 1997 require that amendments acted on by Cities be forwarded to their Planning Department no later than May 1, 1997.

Thank you again for your assistance.

Respectfully submitted,

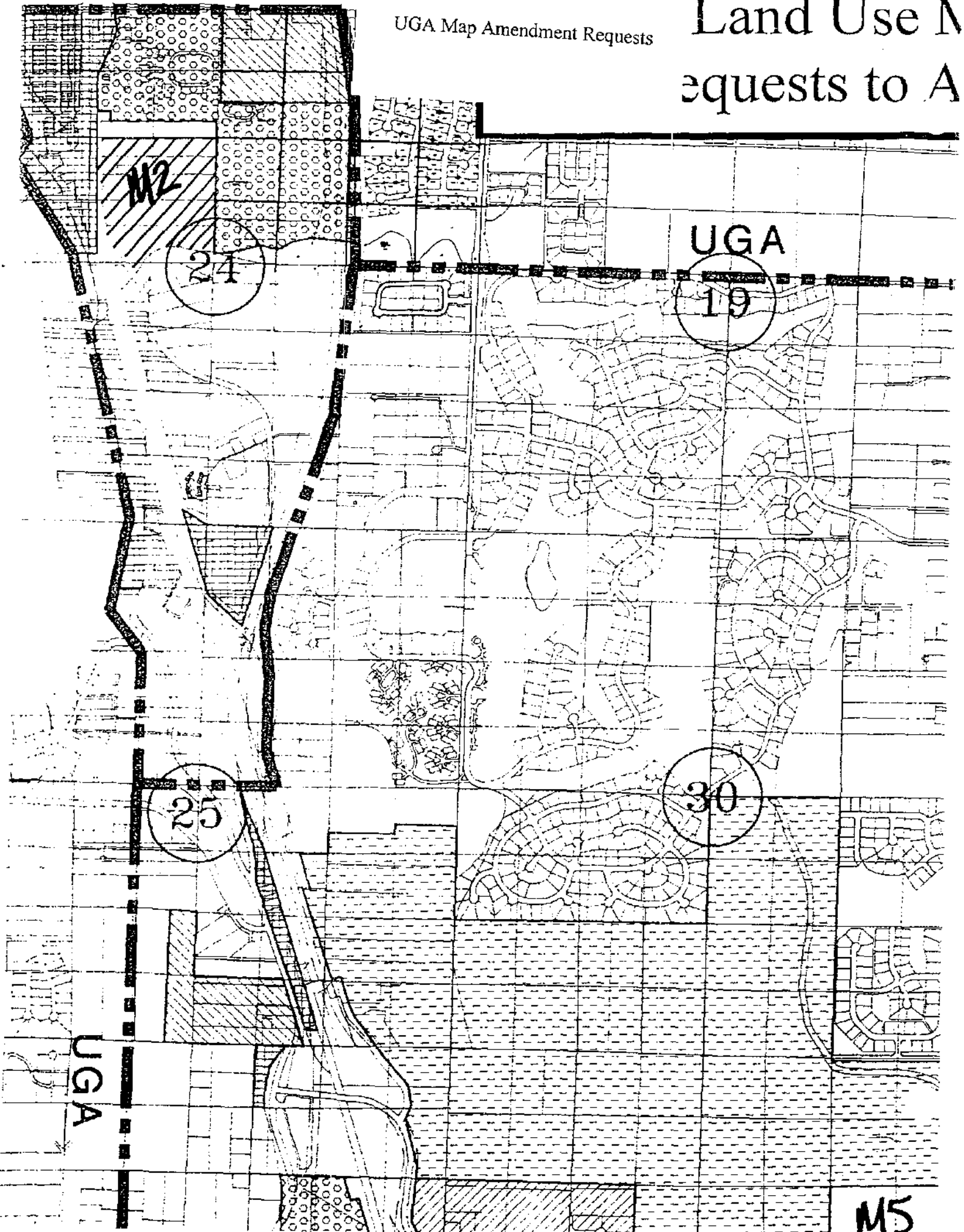
  
JAMES O. TALLMAN

cc: Mark Hoppen, City Administrator  
Wes Hill, Director of Public Works



UGA Map Amendment Requests

# Land Use Requests to A



UGA

M5

**Comprehensive Plan Land Use Map  
Amendment Request M-3  
Del Stutz**

11-3

REGULAR GIG HARBOR CITY COUNCIL MEETING OF JUNE 24, 1996

PRESENT: Councilmembers Owel, Platt, Picinich, Markovich and Mayor Wilbert. Councilmember Ekberg was absent.


PUBLIC COMMENT / DISCUSSION: None.

PUBLIC HEARING:

1. UGA Preannexation Zoning (Second of two required hearings). Mayor Wilbert opened the public hearing on this item. Ray Gilmore explained that this was the second of two required hearings for the proposed zoning for the Urban Growth Area. He added that Council did not have to act on this item this evening.

Walt Smith - PO Box 191, Gig Harbor. Mr. Smith spoke about the proposed Employment District zoning classification and how it limits development. He asked that this designation be remanded back to the Planning Commission for a text amendment to this designation.

Mike Scannel - 9424 Milton Avenue. Mr. Scannel said he had been asked by Doug Howe to speak to Council regarding the Employment District zoning designation. He said that the setbacks are too restrictive and asked that this be remanded back to the Planning Commission for reconsideration.

 Del Stutz - 3003 Harborview Drive. Mr. Stutz said he purchased his property on Burnham Drive under Pierce County's zoning in anticipation of future business growth in the area. He said that he just found that the zoning for his property under this proposal would be residential, which he felt was incompatible with the Sportsmen's Club across the road. He asked that reconsideration be given to this area to be changed to C-1. Mr. Gilmore explained that the area in question was in the mixed-use zone in the Comprehensive Plan, and that a change to C-1 would require an amendment to the Comp Plan.

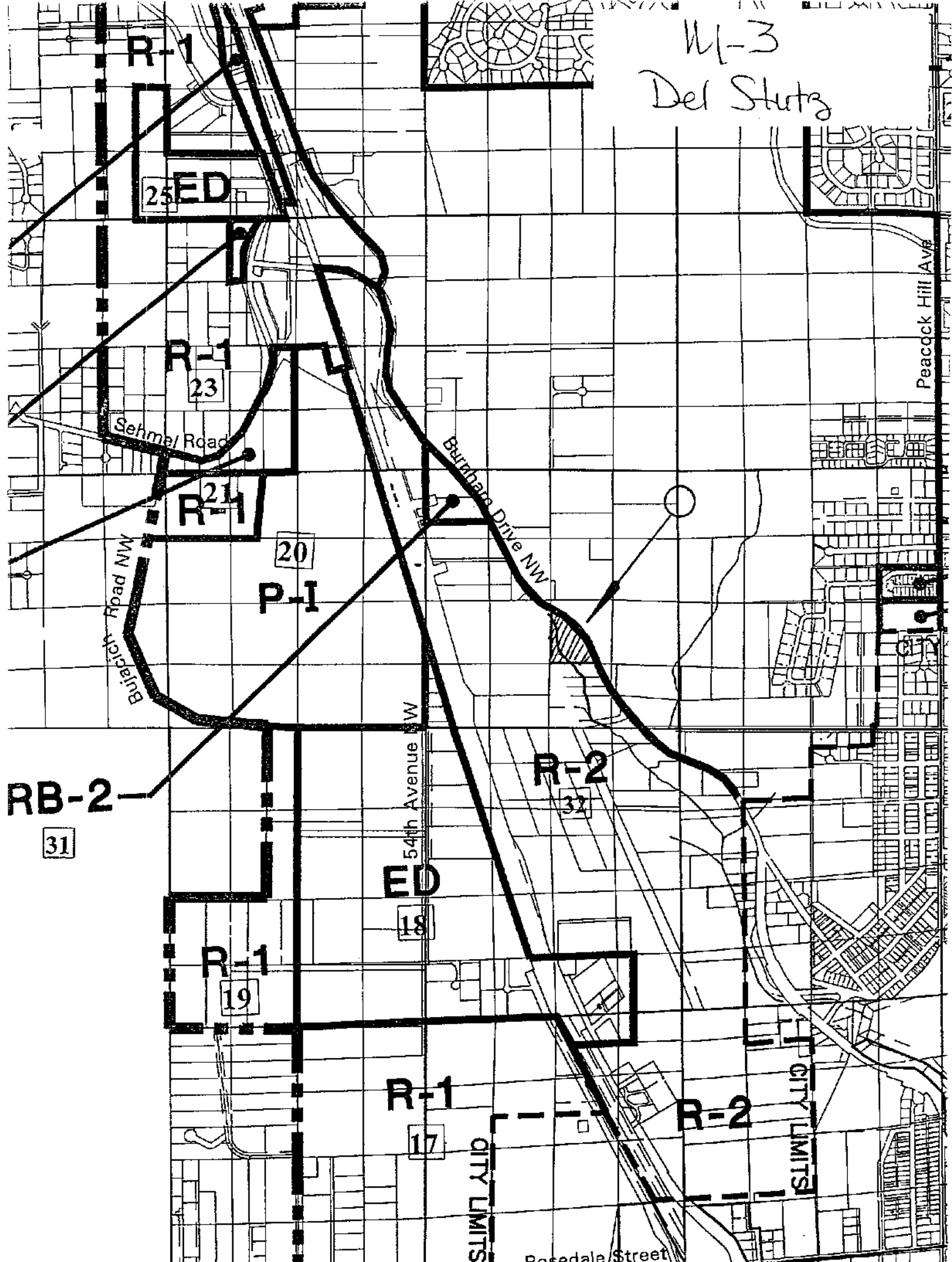
Paul Cyr - 4102 55th St. Ct. NW - Mr. Cyr again asked for reconsideration on the proposed zoning for the Stroh properties on Hunt by the Community College and by the Medical Center. Both properties are currently proposed to be RB-2 and the property owners would like it to be designated to B-2.

There were no more comments from the public or from the staff. Mayor Wilbert closed the Public Hearing on this item at 7:26 p.m.

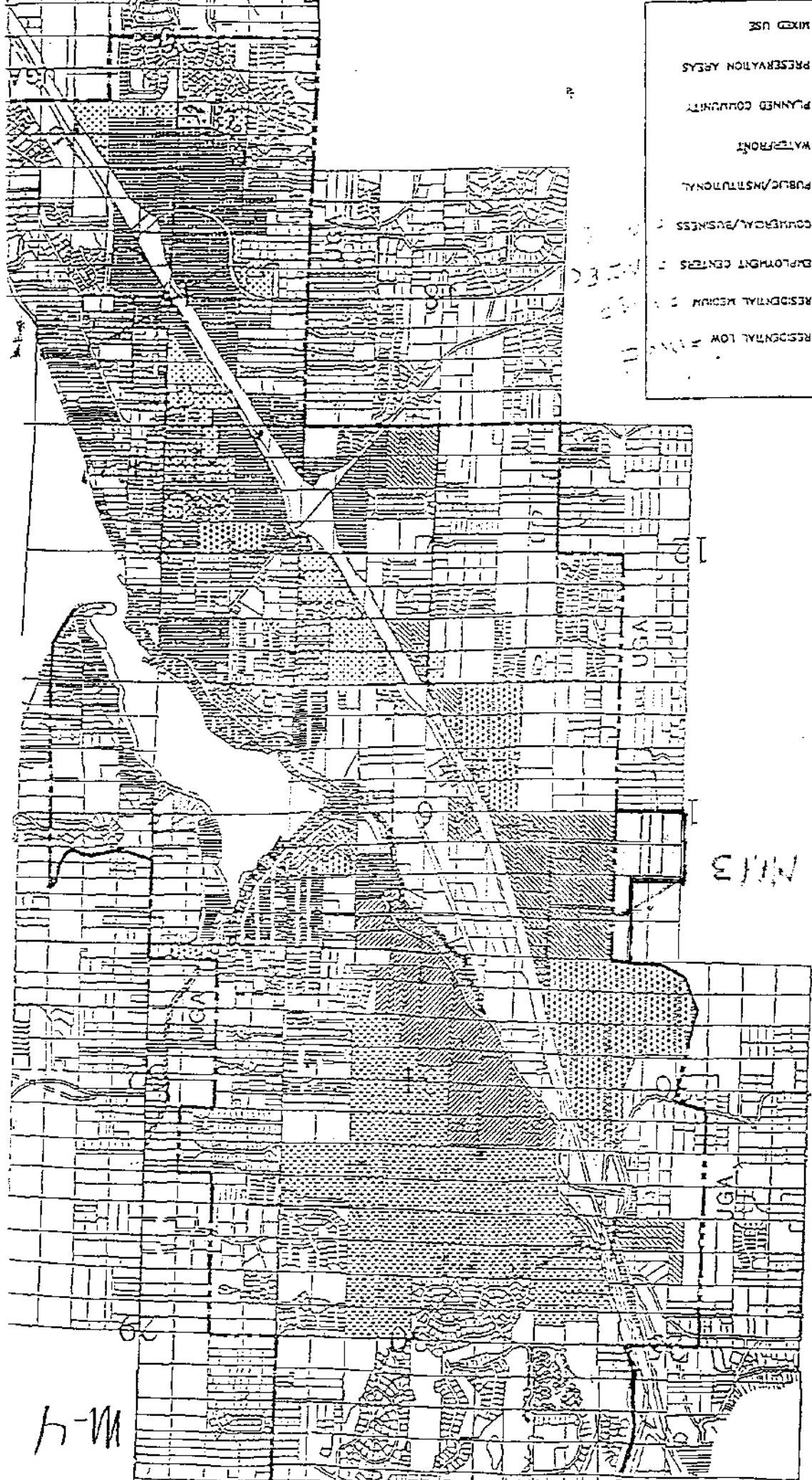
2. Parks and Recreation Plan Draft. Mayor Wilbert opened the public hearing on this item at 7:27 p.m. Mr. Gilmore gave a brief introduction to these recommendations from the Planning Commission revising the Parks and Recreation Element of the Comp Plan. He added that the first reading of the ordinance to adopt these recommendations followed later in the agenda.

Brook Kauppila - 7770 Kauppila Lane - Ms. Kauppila said she had just received a letter regarding the removal of the highline road for equestrian trails in the plan. She strongly urged reconsideration,

W-3  
Del Stutz



**Comprehensive Plan Land Use Map  
Amendment Request M-4  
Paul Miller, et.al.**



LEGEND

MIXED USE	[Diagonal hatching, top-left to bottom-right]
PRESERVATION AREAS	[Cross-hatching]
PLANNED COMMUNITY	[Stippled pattern]
WATERFRONT	[Vertical hatching]
PUBLIC/INSTITUTIONAL	[Horizontal hatching]
CORPORAL/BUSINESS	[Diagonal hatching, bottom-left to top-right]
EMPLOYMENT CENTERS	[Dense cross-hatching]
RESIDENTIAL MEDIUM	[Dotted pattern]
RESIDENTIAL LOW	[White/Unshaded]

R5

R5

LOT 2

LOT 1

CC  
TO  
MEC

MSF

TO  
MEC

MSF

SHORT PLAT

LARGE

SHORT PLAT

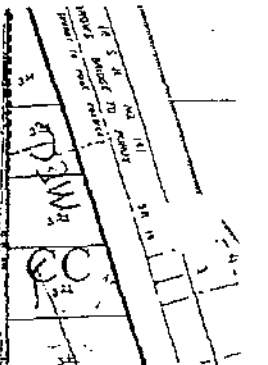
SHORT PLAT  
e5-08-B-0176

4th Ave NW

CC

CC

A TO MEC



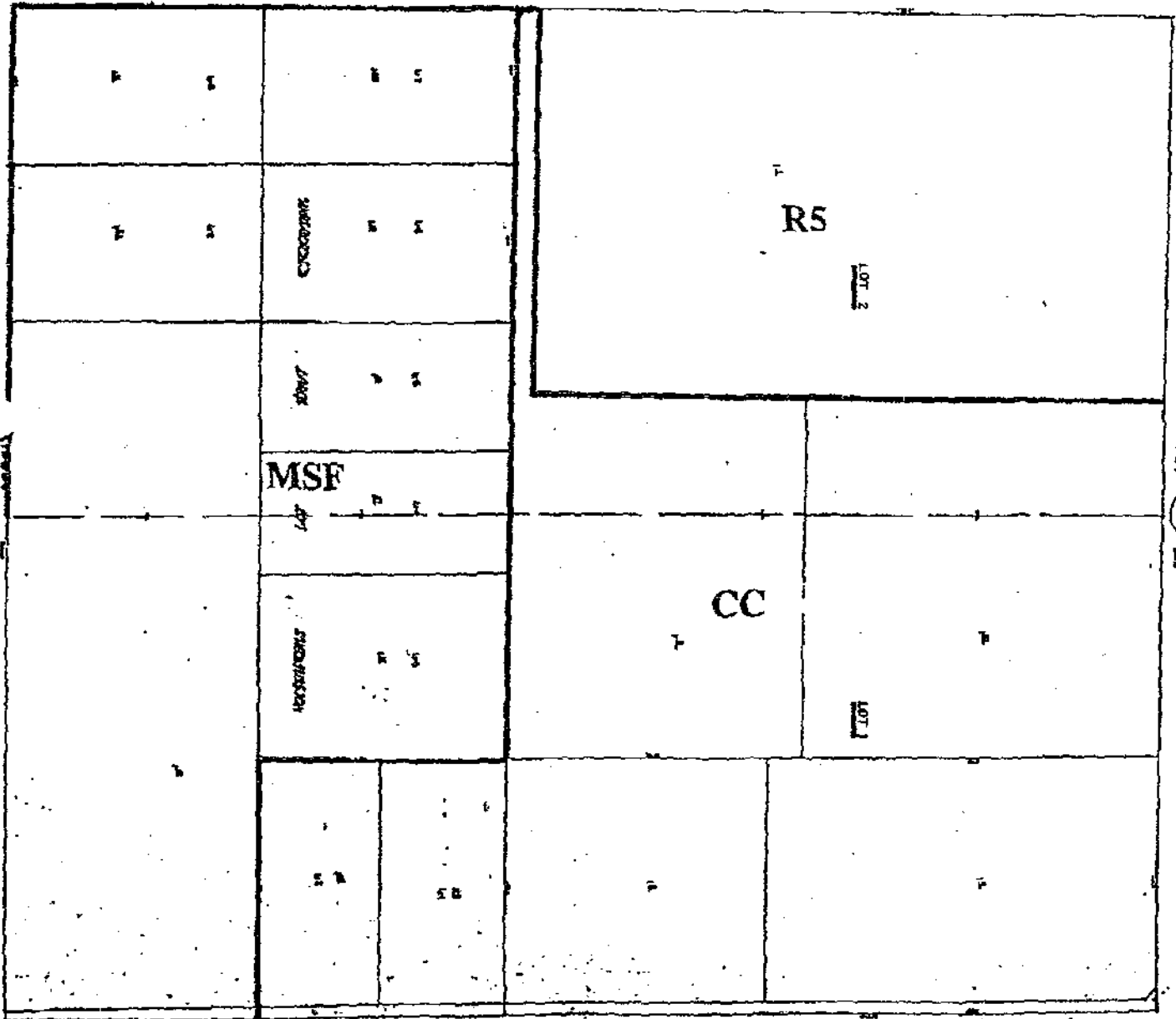


Date	Revision	By

Adopted by Pierce County Council, Ord. #95-165  
Effective 7/7/95

Post-It® Fax Note 7671

Date	9/20/95	# of Pages	1
To	Ray Gilmore	From	Katharine Rose
Co./Dept.	Gig Harbor Plog.	Co	Pierce County
Phone #	851-4278	Phone #	591-3181
Fax #	851-8563	Fax #	



(2)

NE 1

T 21

R 1 E

(1)

ROAD 2, SCHOOL 49, 470 2, SCALE 1"=100'

**Comprehensive Plan Land Use Map  
Amendment Request M-5  
Pope Resources**



M-5

Pope Resources  
A Limited Partnership

19245 Tenth Avenue Northeast  
P.O. Box 1780  
Poulsbo, Washington 98370-0239  
(360) 697-6626  
(360) 697-1156 FAX

August 23, 1995

Pierce County Planning Commission  
Department of Planning & Land Services  
2401 South 35th  
Tacoma WA 98409

Re: Pierce County Comprehensive Plan; Map Correction/Amendment; Peacock Hill-Gig Harbor

Dear Commission Members:

It is our understanding that Pierce County is reviewing prospective modifications to its Comprehensive Plan as the statutory first anniversary approaches at the end of 1995. The objective is to achieve consistency with the City of Gig Harbor Comprehensive Plan within the UGA boundary. Accordingly, we request your Commission's affirmative recommendations to the County Council of the attached map amendment. This modification is initiated by what was a mapping error during adoption of the Comprehensive Plan in late 1994.

Specifically, we ask that the 20-acre parcel depicted on Exhibit A (Staff Map 1.1) attached be designated on the Comprehensive Plan map as an "Employment Based Planned Community" (EBPC). There is logic to do so. First, the parcel is in the same ownership as EBPC adjoining land and has been for decades. Second, it is an integral part of a "planned community" which has been progressively formulated and publicly discussed for nearly ten years. Third, a simple mapping error was made by the City, and repeated by the County in adopting its GMA Comprehensive Plan. The City has acknowledged this error. The 20-acre parcel should have been included and was erroneously omitted. We respectfully ask that it be logically and properly mapped as "EBPC" inasmuch as positive findings can be made relative to the criteria of Pierce County Ordinance 95-27S.

Sincerely,

David Cunningham  
Vice President, Land Use

c: Debra Hyde, Director, Pierce County Dept. of Planning & Land Services  
Katherine Rose, Pierce County Dept. of Planning & Land Services  
Attachment: Map 1.1



Pope Resources  
A Limited Partnership

19245 Tenth Avenue Northeast  
P.O. Box 1780  
Poulsbo, Washington 98370-0239  
(360) 697-6626  
(360) 697-1156 FAX

RECEIVED  
AUG 30 1995  
CITY OF GIG HARBOR

August 29, 1995

Ray Gilmore, Director  
Department of Community Development  
City Hall  
3105 Judson Street  
Gig Harbor WA 98335

Dear Ray:

Enclosed is testimony which I presented at last night's public hearing conducted by the County Planning Commission. While I'm fairly sure it will get a favorable recommendation to the Council, a short letter from the City concurring with the map correction will be helpful. Since you prepared similar letters for others who testified, I trust ours will not be a problem. It probably should be addressed to the County Council with copies to me and Katherine Rose.

On another subject, thank you for your recent memo transmitting the draft language for the PCD zoning districts. It's quite a good job. Correspondingly, we have prepared our draft zoning maps for your review. Since the density transfer provisions are a bit complicated, I would appreciate an opportunity at our upcoming meeting on September 7 to work through a couple of hypothetical transfers to be sure that we understand the mechanics. It may also serve to "test drive" the concept to see if any last-minute improvements should be made to the proposed zoning ordinance language.

I don't know about you, but I'm feeling pretty good now about the entire annexation package despite how difficult it has been to get this far.

Have a good Labor Day. I look forward to next week and concluding our work so we can move on to the Planning Commission and Council.

Regards,

David Cunningham  
Vice President, Land Use  
ph

**Comprehensive Plan Land Use Map  
Amendment Request M-6  
P and T Partnership**

**Comprehensive Plan Land Use Map  
Amendment Request M-7  
Jack Bujajich**



from the desk of  
JAKE BUJACICH

Residential zoning for that parcel  
would not be compatible to the  
business park or the trailer park  
& in my opinion would limit  
our use & devalue the property

We would appreciate the planning  
commission reviewing this parcel  
& having this changed in your  
new comprehensive plan.

If you need us to appear  
at any hearing please notify us

Thank you

Jake Bujacich

3607 Ross AV

Gig Harbor WA.

206-858-2542 98332



from the desk of  
JAKE BUJACICH

MFL

The Ray Selmer  
Gig Harbor Planning  
Commission

RECEIVED  
MAY 10 1996  
CITY OF GIG HARBOR WA

I would ask the town  
reconsider the proposed zoning of  
our prop. - S. 330' of SW of SE,  
etc. W 264ft. as measured at  
R/A to W. line thereof ease. of  
record sat of 4/008. Seg. F. 062  
to - 1-4-94 - R-02-22-31-037  
Burnham dr. N/W & 96th St.

Gig Harbor:

The property to the west is  
being developed as a Business Park  
& the property to the east is a trailer  
park the proposed zoning on our 8  
ac. is residential which is a change  
from the original.

**Urban Growth Area  
Boundary  
Requests to Amend**



**Comprehensive Plan Urban Growth  
Area Boundary  
Amendment Request U-1  
Fairway Estates**

U-1

RECEIVED  
MAY 30 1996  
CITY OF GIG HARBOR

May 29, 1996

Ray Gilmore  
Planning Director  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, WA 98335

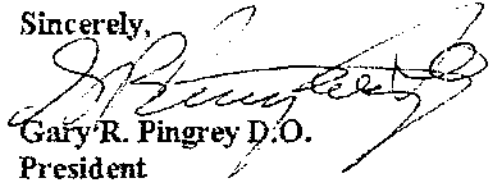
Dear Mr. Gilmore,

You were sent a copy of the letter I received from Chip Vincent concerning Fairway Estates and our desire to be included in the Gig Harbor Urban Growth Management Plan. We have met all the criteria required in the letter including the June 1st submission deadline. Enclosed is the completed application and the required attachments.

We would ask that you bring our application to the table in the October 1996 meeting with the county. We would ask that this application have the full support of the city of Gig Harbor and inclusion in the City's Comprehensive Plan.

Thank you for your consideration in this matter.

Sincerely,



Gary R. Pingrey D.O.  
President  
Fairway Estates Homeowners Association  
2809 29th St NW  
Gig Harbor, WA 98335

**APPLICATION  
FOR URBAN GROWTH AREA/URBAN SERVICE AREA AMENDMENT  
TO PIERCE COUNTY COMPREHENSIVE PLAN**

An Urban Growth Area/Urban Service Area Amendment is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA), or designated urban growth area or urban service area of any city or town within Pierce County (PCC 19C.10.030). Urban growth area amendments are Comprehensive Plan amendments, however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3), the County-Wide Planning Policies for Pierce County and consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

**NOTE:** An application must be completed for all proposed amendments, whether initiated by a County entity, municipality, advisory board, or an individual. No application is considered officially initiated until one of the following occurs: 1) the application is initiated by resolution of the County Council, 2) the application is forwarded to PALS with documentation of official request for initiation from other County entities, municipalities or advisory boards, or 3) the application is submitted to the Development Center and accompanied by a \$1,500 fee. When requesting the Council or other agency to initiate an application, it is the applicant's responsibility to provide the completed application and to check on the status of the request. The deadline for initiation of amendments is **June 1, 1996**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: Fairway Estates Homeowners Association

Address: c/o Gary Pingrey, President - 2809 - 39th Street NW

City/State/Zip Code: Gig Harbor, WA 98335

Phone: ( 206 ) 851-5547

**DESCRIPTION OF AMENDMENT:**

Attach the following (see the County Assessor's Office to obtain maps and parcel information):

- A map of the proposed UGA/USA amendment, showing all parcels and parcel numbers.
- Names and addresses of real property owners as shown by the records of the County Assessor-Treasurer within the proposed amendment area.

Area of Amendment:

Quarter: 02E Section: 21N Township: 20 Range: SE-NW

Total Number of Parcels: 45

*The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 17.79

Current Plan Designation (Zoning): SR9

Desired Plan Designation (Zoning)\*: SR9

\*New designation is necessary for UGA & CUGA amendments. For USA amendments, a new designation is optional.

1. General Description of Proposal:

Petition for Inclusion in Gig Harbor Urban Growth Area

2. Why is the UGA/USA amendment needed and being proposed?

To ultimately be able to petition for annexation into Gig Harbor.

Please see attached letter.

**Comprehensive Plan Urban Growth  
Area Boundary  
Amendment Request U-2  
Hansen**



# Pierce County

Department of Planning and Land Services

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(206) 591-7200 • FAX (206) 591-3131

DEBORA A. HYDE  
Director

62

May 9, 1996

Mr. and Mrs. Melvin Hansen  
P.O. Box 1045  
Tacoma, WA 98401-1045

RECEIVED  
MAY 10 1996  
CITY OF GIG HARBOR

Dear Mr. and Mrs. Hansen:

Subject: Letter to Debora A. Hyde Regarding Urban Growth Area Request,  
Received May 8, 1996

Ms. Hyde has asked that I respond to your letter, referenced above. Because of the short timeline, I would have preferred to also contact you by telephone, but your phone number was not included in your letter. The County Council has adopted a specific process for amending the Comprehensive Plan, including Urban Growth Areas. A summary of that process and a copy of the required application form are attached. June 1, 1996, is the deadline for the initiation of Plan amendments. An application form must be officially initiated to be considered by the Planning Commission and County Council. Official initiation means that one of the following has occurred by June 1, 1996:

- The requested amendment is initiated by the County Council by inclusion in a County Council resolution, scheduled for adoption May 28, 1996. Please see attached letter regarding the Council's deadline (May 10) for receipt of applications for their consideration.
- The requested amendment is forwarded to our office by another County entity, municipality, or advisory board, with a specific request for initiation, and accompanied by the application form.
- You file the application along with a fee (\$1,500) before June 1, 1996, to the Development Center at the Pierce County Public Services Building, 2401 S. 35th Street, Tacoma, WA.

Also, please note that a request for expansion of Gig Harbor's Urban Growth Area should be coordinated with and supported by the City of Gig Harbor. Without a direct connection to the City's plans, the proposal has little chance for approval.



Mr. and Mrs. Melvin Hansen  
May 9, 1996  
Page 2

If you have any questions, please call Dan Cardwell at 591-7039 or myself at 591-3141.

Sincerely,



For

ANNA S. GRAHAM  
Senior Planner

AG:vll

F:\WPFILES\LONG\96AMEND\HANSEN.MLTR

Attachments

cc: Councilmember Karen Biskey  
Ray Gilmore, City of Gig Harbor

boundary of the U.S.A.  
4. This property abuts the present west  
from Big Harbor High School.

3. It is situated approximately 2 blocks  
development.

2. This property is suitable for various  
Council.

included in the U.S.A. by the Prince George  
this North of my property was unilaterally  
1. The Nassau Foundation properties which are  
some of the Nassau for inclusion are:

Area planning  
this parcel in your annual Urban Growth  
the above property is located. Please include  
changes occurring in the Big Harbor area when  
I have only just learned of the zoning

in the U.S.A.

(Parcel # 01-21-12-1-000)

Re: inclusion of 30 1/2 acres

Dear Mr. Silmore

Big Harbor, VA 220 98335

3105 Quaker  
Planning Dept.  
City of Big Harbor  
Mr. Roy Silmore

RECEIVED  
MAY 08 1996  
CITY OF GIG HARBOR

May 1, 1996



Ms. Roy Moore  
Pg. 2

5. Determination to include this property would provide a logical "bright line" U.S.A. boundary between properties already slated for deprec development.

7. Inclusion of this property in the U.S.A. would increase the tax base and would be consistent with existing subdivisions.

8. It would reduce future sewer T.D. cost by sharing the expense with existing area property owners.

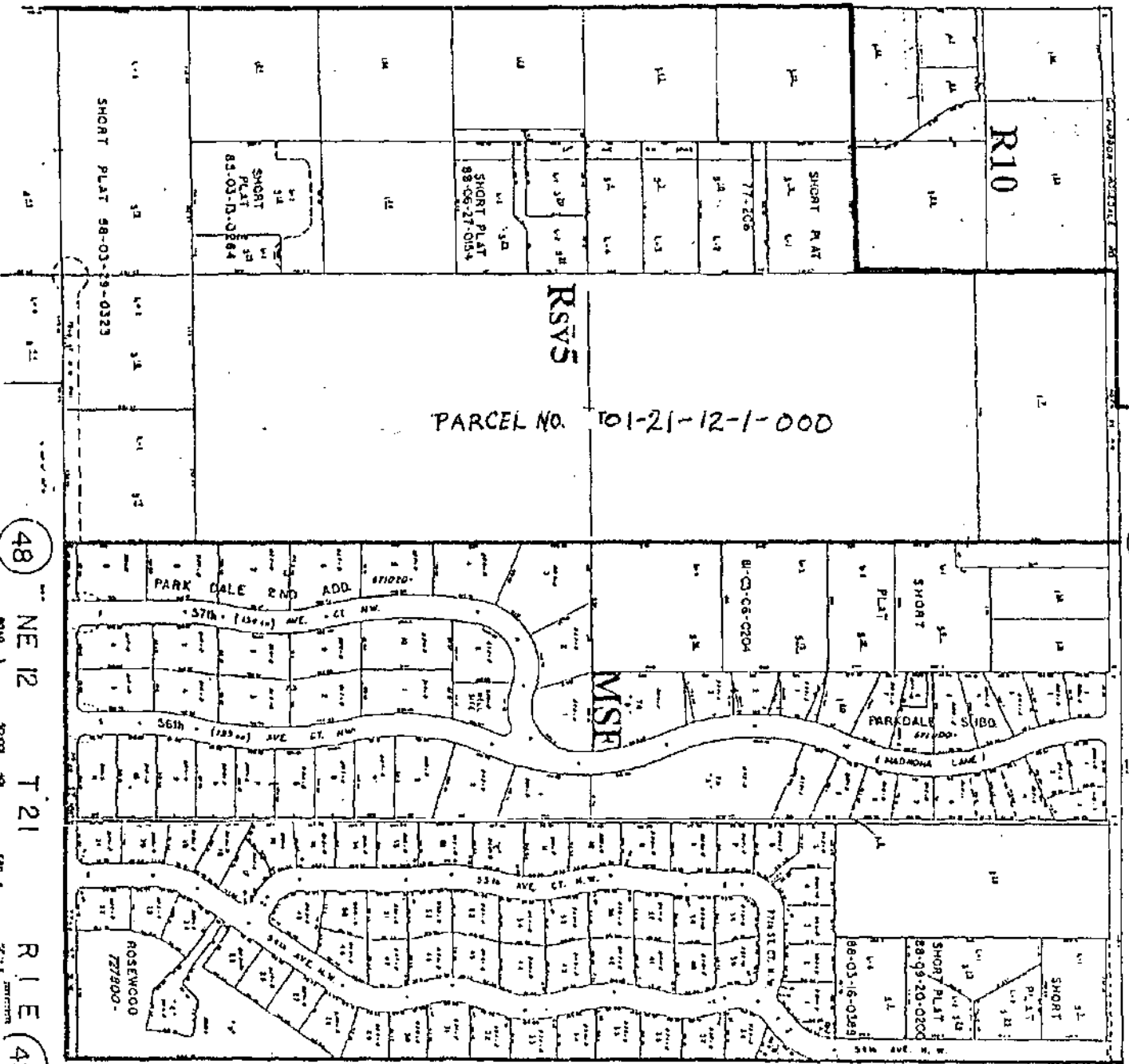
These advantages justify the timely inclusion of this property in the annual re-estimation of the Urban Growth Area Plan.

Respectfully,  
Ms. & Mrs. Malcolm Thomas  
P.O. Box 1045  
Lawson, MO 64501-1045

Encl: Area Map

3/21/98

Date	Description	By
2/20/98	Ord. #95-14952	CL
2/20/98	MSF "SCALE" OMISSION KUT	
Adopted by Pierce County Council, Ord. #95-735		
EHC:JPL 7/21/98		



GIG HARBOR

26

48

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RIE

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4

6

**Comprehensive Plan Urban Growth  
Area Boundary  
Amendment Request U-3  
P and T Partnership**

COPY

P & H PARTNERSHIP  
P. O. BOX 1728  
GIG HARBOR, WA 98335

City of Gig Harbor  
P. O. Box 145  
Gig Harbor, WA 98335

May 15, 1995

ATT: City Council  
RE: Pierce County Amendments to the Comprehensive Plan, Urban Growth Area and Land Use Designation Maps

Dear Council Members:

Attached you will find a copy of a letter dated May 2 from the Pierce County Department of Planning and Land Services regarding the amendments to the Comprehensive Plan, Urban Growth Area and Land Use Designation Maps. Any amendments to the above mentioned need to be applied for prior to June 1 and will be considered by Pierce County Council in September and October the same year.

This letter was provided to the City of Gig Harbor for possible Urban Growth boundary line revisions which would more closely replicate the intent of the City of Gig Harbor's Comprehensive Plan adopted November 28, 1994. Attached is a map denoting property along Hunt Street which should be included within the city's urban growth boundary area. The property denoted is on the south side of Hunt Street extending approximately 330 feet to the south of Hunt. Including these properties would more properly identify the urban services that are presently in place and/or are planned for this area.

Urban Growth boundary areas should reflect the present and future urban services availability. In the case of the property denoted, the following services are available to these sites. We will address each as it appears in the City of Gig Harbor's Comprehensive Plan Utility Element.

- 1) Energy Demand - Adequate distribution services exist along Hunt at the present time.
- 2) Water - Adequate domestic and fire flow water exists at the present time at this site in excess of 1,700 gpm.
- 3) Waste Water Treatment - The City of Gig Harbor Comprehensive Sewer Plan is designed to serve this area with mains on Hunt as well as 38th Street.
- 4) Telecommunication Services - Fiber Optics cabling exists and is presently servicing Tacoma Community College and other facilities.

City of Gig Harbor - Council Members  
May 15, 1995  
Page -2-

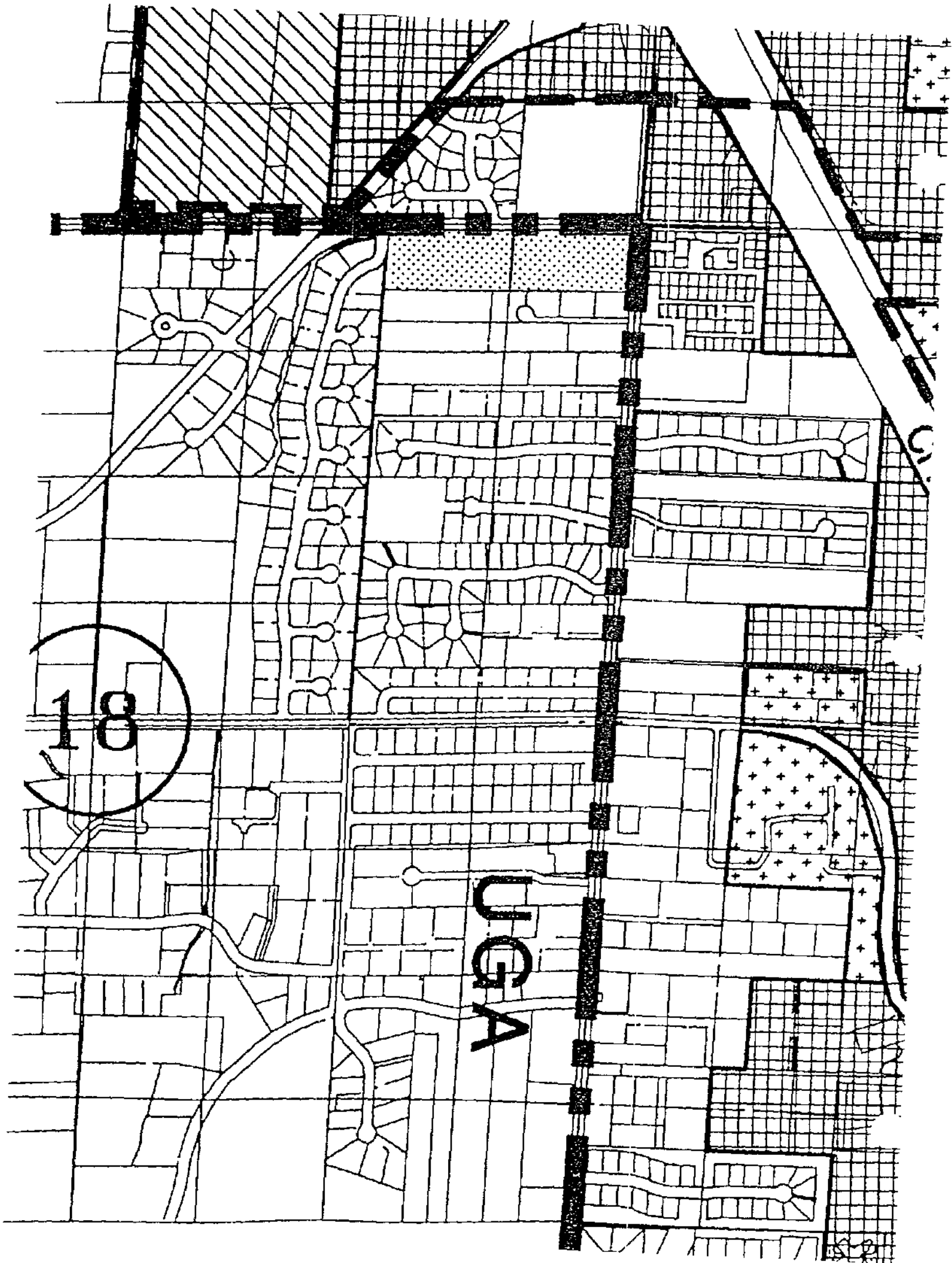
Also to consider is the transportation plan element of the Comp. plan. The transportation plan denotes potential improvements in table 4-1. This planning element denotes a new over crossing of State Route 16 at Hunt Street to be connected with a new arterial from Soundview and Olympic Drive. At the present time both Hunt Street and 38th Street have signal lights to deal with the urban level of traffic within this area.

It is our request and hope that the City of Gig Harbor can and will apply for an amendment as outlined in the May 2, 1995 letter from Pierce County.

This 20 acre inclusion in the Urban Growth area would provide for the urban services that are presently available on Hunt and 38th to be utilized by the properties so affected. We appreciate your consideration and support in this matter.

Sincerely,

Wade Perrow  
For P & H Partnership



18

UGA

18



*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** Planning - Building Staff  
**SUBJ.:** Planning Commission Recommendation on Draft Ordinance Amending City of Gig Harbor Comprehensive Plan Map, Urban Growth Area Boundary -- First Reading of Ordinance  
**DATE:** April 10, 1997

### **INTRODUCTION/BACKGROUND**

The following map amendment requests to revise the City's Urban Growth Area (UGA) were submitted by landowners following the adoption of the revised Comprehensive Plan in 1994. All of the requests were presented to the City Council during the public review of the UGA zoning maps in late 1995 and early 1996. The Council directed staff and the Planning Commission to review these requests and to forward a recommendation. Three UGA map amendments were considered by the Planning Commission and one is recommended for approval.

### **POLICY CONSIDERATIONS**

The Planning Commission conducted a public hearing on the proposed amendments on February 27, 1997. The proposed changes have been circulated to local and state agencies for their individual review and comment, as required by Chapter 36.70A.106. If adopted, the UGA would be amended to provide an additional 17.79 acres of low density residential land immediately south of the recently annexed Westside.

Staff did not recommend approval of any of the UGA amendment requests. Because a detailed land use capacity update has not been completed (sewer, water, transportation, population), staff was not comfortable recommending additions to the UGA at this point in time. The Planning Commission finds that the addition is reasonable and does not find that there is any capacity issues as the original plans (sewer, water, transportation) were based upon a UGA area significantly larger than the UGA that was adopted by Pierce County.

A detailed assessment of the proposed change (Staff Report to the Planning Commission) to the Comprehensive Plan UGA is attached.

### **FISCAL CONSIDERATIONS**

The adoption of this ordinance would not have a direct fiscal impact on the city.

### **RECOMMENDATION**

This is the first reading of the ordinance. The second and final reading is scheduled for the April 28 Council meeting. Due to the limit imposed by state statute of only one comprehensive plan amendment per year, the ordinance will not take affect until December 31, 1997.

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

**AN ORDINANCE OF THE GIG HARBOR CITY COUNCIL ADOPTING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN URBAN GROWTH AREA TO INCLUDE FAIRWAY ESTATES SUBDIVISION AND SETTING AN EFFECTIVE DATE OF DECEMBER 31, 1997.**

WHEREAS, the City of Gig Harbor completed an update of the Comprehensive Plan in November of 1994 in compliance with the Growth Management Act of 1990; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan Land Use Map establishes an Urban Growth Area (UGA) as defined by RCW 36.70A; and,

WHEREAS, the original UGA was adopted by Pierce County in 1994 and included Pierce County Land Use designations; and,

WHEREAS, in 1996 a request was submitted to Pierce County from owners of land outside of the incorporated limits of the City to amend the Comprehensive Plan land use map to include the Fairway Estates Subdivision into the City of Gig Harbor UGA; and,

WHEREAS, Pierce County referred the requests to the City for review and recommendation prior to the County's consideration of the requests; and,

WHEREAS, the Planning Commission conducted a public hearing on February 27, 1997, to accept public comment and testimony on the amendments to the Land Use Map to modify the UGA and include Fairway Estates Subdivision; and,

WHEREAS, in a staff report dated February 20, 1997, the Planning and Building Services Department recommended that the UGA boundary not be amended at this time pending the completion of an updated capacity analysis; and,

WHEREAS, several residents testified in favor of amending the UGA to include Fairway Estates Subdivision; and,

WHEREAS, the Planning Commission does find that certain adjustments to the Land Use Map are reasonable and appropriate based upon the public testimony received at the public hearing; and,

WHEREAS, the Planning Commission finds that the proposed adjustment to the UGA further the goals and policies of the City of Gig Harbor Comprehensive Plan respective to policy 4, Land Use, Urban Growth Areas, in that the proposed adjustment would include a development of 41 single family lots in a subdivision which is essentially "built-out" and



urban in character; and,

WHEREAS, the inclusion into the UGA would not impose an immediate need for city services such as sewer and water and that the development is currently served by a private water system and has functioning on-site septic systems; and,

WHEREAS, the Planning Commission finds that capacity is sufficient in that the original capacity analysis for the UGA included an area larger than the current UGA and that the inclusion of an existing development on 17.79 acres has a negligible affect on the city's urban service capacity; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan may only be amended one time per year and that the adoption of the amended UGA is only effective upon final action by Pierce County; and,

WHEREAS, establishing an effective date for the proposed map amendments of December 31, 1997 meets the objectives and requirements of the Act; NOW, THEREFORE,

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

Section 1. The City of Gig Harbor Comprehensive Plan Land Use Map hereby amended to include the following area into the City of Gig Harbor Urban Growth Area:

Section 2. The City of Gig Harbor Comprehensive Plan Map is hereby amended as per the attached Exhibit "A".

Section 3. 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 4. This ordinance shall be effective on December 31, 1997

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 4/10/97

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE: 12/31/97

ORDINANCE NO.

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

of the City of Gig Harbor, Washington

On the \_\_\_\_\_ day of \_\_\_\_\_, 1997, 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 GIG HARBOR CITY COUNCIL ADOPTING AMENDMENTS TO THE CITY OF GIG HARBOR COMPREHENSIVE PLAN URBAN GROWTH AREA TO INCLUDE FAIRWAY ESTATES SUBDIVISION AND SETTING AN EFFECTIVE DATE OF DECEMBER 31, 1997.

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

CITY ADMINISTRATOR, MARK HOPPEN

**City of Gig Harbor Planning Commission  
Resolution # 2 of 1997**

A RESOLUTION OF THE CITY OF GIG HARBOR PLANNING COMMISSION RECOMMENDING ADOPTION BY THE GIG HARBOR CITY COUNCIL OF PROPOSED AMENDMENTS TO THE CITY OF GIG HARBOR URBAN GROWTH AREA TO INCLUDE FAIRWAY ESTATES SUBDIVISION AND SETTING AN EFFECTIVE DATE OF DECEMBER 31, 1997.

---

WHEREAS, the City of Gig Harbor completed an update of the Comprehensive Plan in November of 1994 in compliance with the Growth Management Act of 1990; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan Land Use Map establishes an Urban Growth Area (UGA) as defined by RCW 36.70A; and,

WHEREAS, the original UGA was adopted by Pierce County in 1994 and included Pierce County Land Use designations; and,

WHEREAS, in 1996 a request was submitted to Pierce County from owners of land outside of the incorporated limits of the City to amend the Comprehensive Plan land use map to include the Fairway Estates Subdivision into the City of Gig Harbor UGA; and,

WHEREAS, Pierce County referred the requests to the City for review and recommendation prior to the County's consideration of the requests; and,

WHEREAS, the Planning Commission conducted a public hearing on February 27, 1997, to accept public comment and testimony on the amendments to the Land Use Map to modify the UGA and include Fairway Estates Subdivision; and,

WHEREAS, in a staff report dated February 20, 1997, the Planning and Building Services Department recommended that the UGA boundary not be amended at this time pending the completion of an updated capacity analysis; and,

WHEREAS, several residents testified in favor of amending the UGA to include Fairway Estates Subdivision; and,

WHEREAS, the Planning Commission does find that certain adjustments to the Land Use Map are reasonable and appropriate based upon the public testimony received at the public hearing; and,

WHEREAS, the Planning Commission finds that the proposed adjustment to the UGA further the goals and policies of the City of Gig Harbor Comprehensive Plan respective to policy 4, Land Use, Urban Growth Areas, in that the proposed adjustment would include a development of 41 single family lots in a subdivision which is essentially "built-out" and urban in character; and,

WHEREAS, the inclusion into the UGA would not impose an immediate need for city services such as sewer and water and that the development is currently served by a private water system and has functioning on-site septic systems; and,

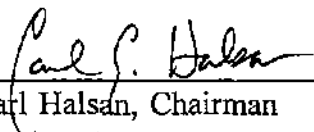
WHEREAS, the Planning Commission finds that capacity is sufficient in that the original capacity analysis for the UGA included an area larger than the current UGA and that the inclusion of an existing development on 17.79 acres has a negligible affect on the city's urban service capacity; and,

WHEREAS, the City of Gig Harbor Comprehensive Plan may only be amended one time per year and that the adoption of the amended UGA is only effective upon final action by Pierce County; and,

WHEREAS, establishing an effective date for the proposed map amendment of December 31, 1997 meets the objectives and requirements of the Growth Management Act; and,

NOW, THEREFORE BE IT RESOLVED by the City of Gig Harbor Planning Commission that the Gig Harbor City Council adopt the proposed amendments to the City of Gig Harbor Comprehensive Plan Land Use Map as per the attached Exhibit "A" and establish an effective date of December 31, 1997.

PASSED this 20<sup>th</sup> day of MARCH 1997, by the City of Gig Harbor Planning Commission of those present at its regular meeting.

  
\_\_\_\_\_  
Carl Halsan, Chairman

Date 3/20/97, 1997.

**Public Comments Received**  
**Planning Commission Hearing of February 27, 1997**

**UGA Amendment No. 1**  
**(Fairway Estates)**

Cathryn Cummings-Bond

Wants to be in the City's UGA. It makes sense to include Fairway Estates if the City also annexed Purdy. All of us in Fairway Estates wants to be in the UGA and the City. Takes issue with the word "gerry mandering".

Jim Passin

Do not accepts staff's recommendation. The line (UGA) is not reasonable as it is. Fairway Estates should be included. We are surprised to find that we were out of the UGA. Talked to Mark (Hoppen) about getting the process going. They applied to Pierce County. We may be on the "down-hill" side of sewer, but we feel that the costs of the city providing sewer will be made up by the revenue the subdivision will bring in. Police protection is important - the County does not have good response time. I feel that I am being managed without a vote. We're sitting between the County and Tacoma. That's an important issue. We're sitting in limbo. Take the steps necessary to include us in the UGA.

Robert Watling

Lives in Fairway Estates. Supports what previous speakers have said. Want to be identified with Gig Harbor. Does not like the term gerrymandering, it's a perception problem. Regardless of the intent, the term is pejorative. You're dealing with people, not property.

Dave Johnson

Fairway Estates is isolated from the UGA. Should be part of it.

**UGA Amendment No. 2**  
**(Hansen)**

No testimony

**UGA Amendment No. 3**  
**(P and H Partnership)**

Paul Cyr

Land use consultant. The request to add the 10

acres was discussed by the Planning Commission at a work-session last month to include it as a larger area. The issue of capacity was addressed in 1994. The sewer and water plan included a much larger UGA than what the county approved. The UGA was reduced in area although the capacity was based upon a larger area. Therefore, capacity should not be the issue. It does not make sense to let sewers drive your planning. That's poor planning. The issue is can we provide services efficiently? Many urban level of services are already there. Requests that the Planning Commission forward a request to the County Planning Commission, stating that the City Planning Commission would study the matter and hope to have a decision to the County by the end of summer.

### **Land Use Map Amendments**

#### **M-1 - Garrison/Torrens**

Betty Garrison

Requests that the staff recommendation be adopted but include a parcel that already has an approved site plan for warehouse/storage.

#### **M-2 - Tallman, et.al.**

Paul Cyr

There are seven property owners involved. Requests that the Planning Commission accept staff recommendation and approve the amendment.







*City of Gig Harbor. The "Maritime City."*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: SEPARATION OF CLERK/TREASURER JOB FUNCTION**  
**DATE: APRIL 9, 1997**

#### **INFORMATION/BACKGROUND**

Back in 1950, the office of Treasurer and City Clerk were combined by Ordinance, and the title was held in addition to the position of City Administrator. Due to the nature of the duties of the Treasurer, the job has been performed by the Finance Director and the duties of the Clerk have been performed by the Administrative Assistant. These job titles should be separated and assigned to the persons who actually perform the functions. The title separation must be done by ordinance, which is attached.

#### **POLICY CONSIDERATIONS**

The separation of the Clerk / Treasurer duties from the City Administrator function has been in effect for many years. The official separation and assignment of the titles to the appropriate employees would further clarify the job functions. Once the ordinance is in effect, the City Treasurer title will be added to the Finance Director's job description, and the Administrative Assistant will become the City Clerk. This title change will also help to facilitate the Administrative Assistant to obtain CMC (Certified Municipal Clerk) status, a University of Washington certification program which she will complete this summer. This Council action was previously included as an objective in this year's budget approval process.

#### **RECOMMENDATION**

Move to approve the attached Ordinance at its second reading, approving the change in job titles.

0008.130.008  
/JLS/srf  
04/08/97

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO APPOINTIVE OFFICERS, SEPARATING THE OFFICES OF CITY CLERK AND CITY TREASURER AND DESCRIBING THE DUTIES OF EACH OFFICE, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 2.16.010, 2.16.020, AND ADDING NEW SECTIONS 2.16.010, 2.16.020, 2.17.010 AND 2.17.020, AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, the offices of City Clerk and City Treasurer are combined (Gig Harbor Municipal Code § 2.16.010); and

WHEREAS, the City Council desires to create a separate office for the City Clerk and the City Treasurer/Finance Director; now, therefore,

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

Section 1. Section 2.16.010 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Section 2.16.010 is hereby added to the Gig Harbor Municipal Code to read as follows:

**2.16.010 City Clerk, office created.**

The Mayor is authorized to appoint a qualified person to the office of City Clerk, pursuant to RCW 35A.12.090, and all other applicable statutes and ordinances. The City Clerk shall be required to annually furnish an official bond conditioned on the honest and faithful performance of his/her official duties, pursuant to RCW 35A.12.080.

Section 3. Section 2.16.020 of the Gig Harbor Municipal Code is hereby repealed.

Section 4. A new Section 2.16.020 is hereby added to the Gig Harbor Municipal Code to read as follows:

**2.16.020 City Clerk, duties.**

The City Clerk's duties shall include, but not be limited to, the following:

- A. Keep a record of ordinances of the City and provide copies thereof as authorized by RCW 5.44.080;
- B. Certify City streets as part of the highways system in accordance with the provisions of RCW 47.24.010;
- C. Perform the functions of a member of the firemen's pension board as provided by RCW 41.16.020;
- D. Serve as the trustee of the police relief and pension board as authorized by RCW 41.20.010;
- E. Serve as secretary-treasurer of the volunteer firefighters' relief and pension board as provided by RCW 41.24.060;
- F. Authenticate by his/her signature and record in full in a properly indexed book kept for the purpose, all ordinances and resolutions adopted by the council.
- G. Such other duties as may be required by RCW 35A.42.040, any other applicable statute or ordinance.

Section 5. A new Section 2.17.010 is hereby added to the Gig Harbor Municipal Code to read as follows:

**2.17.010 City Treasurer/Finance Director, office created.**

The mayor is authorized to appoint a qualified person to the office of City Treasurer/Finance Director, pursuant to RCW 35A.12.090,

and all other applicable statutes and ordinances. The City Treasurer/Finance Director shall be required to annually furnish an official bond conditioned on the honest and faithful performance of his/her duties, pursuant to RCW 35A.12.080, and all other applicable statutes and ordinances.

Section 6. A new Section 2.12.020 is hereby added to the Gig Harbor Municipal

Code to read as follows:

**2.17.020 City Treasurer/Finance Director, duties.**

The City Treasurer's duties shall include, but not be limited to, the following:

- A. As provided in RCW 8.12.500 relating to bonds and compensation payments in eminent domain proceedings;
- B. As provided in RCW 68.52.050 relating to cemetery improvement funds;
- C. As provided in RCW 4.28.080 relating to custody of employees' retirement funds;
- D. As provided in RCW 47.08.100 relating to the use of city street funds;
- E. As provided in RCW 46.68.080 relating to motor vehicle funds;
- F. As provided in RCW 41.16.020 and chapter 41.20 RCW relating to police and firemen's relief and pension boards;
- G. As provided in chapter 42.20 RCW relating to misappropriation of funds;
- H. As provided in chapter 39.60 RCW relating to investment of municipal funds; and
- I. As provided in chapter 35A.31 RCW relating to claims and accident funds.

The treasurer shall be subject to the penalties imposed for the violation of any of such provisions, pursuant to RCW 35A.42.010.

Section 7. 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 8. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.


APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY 

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

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

of the City of Gig Harbor, Washington

---

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO APPOINTIVE OFFICERS, SEPARATING THE OFFICES OF CITY CLERK AND CITY TREASURER AND DESCRIBING THE DUTIES OF EACH OFFICE, REPEALING GIG HARBOR MUNICIPAL CODE SECTIONS 2.16.010, 2.16.020, AND ADDING NEW SECTIONS 2.16.010, 2.16.020, 2.17.010 AND 2.17.020, AND ESTABLISHING AN EFFECTIVE DATE.**

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

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

---

CITY ADMINISTRATOR, MARK HOPPEN



City of Gig Harbor. The "Maritime City."

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MOLLY TOWSLEE, ADMINISTRATIVE ASSISTANT**  
**SUBJECT: COPIER PURCHASE**  
**DATE: APRIL 1, 1997**

#### **INFORMATION/BACKGROUND**

Because the Planning Department produced the highest numbers of copies, it was determined at the last Council meeting that it was more prudent to move the existing copier to the Bogue Building when they move. This move facilitates the need to purchase a smaller capacity machine to remain at City Hall.

#### **FISCAL IMPACTS**

I have obtained three bids for three 35-per minute copiers with the following features:

Automatic document feed (ADF)	10-bin sorter
Duplexing	Multiple Paper Size Capability
Enlargement/Reduction	

All prices include sales tax. The bids are as follows:

<u>Machine</u>	<u>Cost</u>	<u>Maintenance</u>
Minolta EP3050 CS	\$7,769.35	.0115¢ per copy (no minimum)
Ricoh FT5535	\$8,749.05 State Contract Amount	.0110¢ per copy (no minimum)
Pitney BowesC350	\$8,403.89 State Contract Amount	.014¢ per copy -10,000 minimum (\$140 per month)

All maintenance contracts include parts, labor and supplies except paper.

Beside the lower cost, another advantage to the Minolta is that the EP3050 has the same identical operational key-pad as the machine currently used, eliminating any learning curve. Also, we have successfully dealt with Minolta's service and maintenance team for four years now and have been pleased.

This was not a planned purchase, and will most likely required a budget amendment later in the year.

#### **RECOMMENDATION**

Move to authorize the Mayor to sign a purchase agreement with Minolta to purchase the EP3050CS for \$7,769.35.

March 25, 1997

City of Gig Harbor  
Gig Harbor, Wa 98335

Dear Molly:

Provided is the information you need for your bid of a 30-40 Copy per Minute Copier.

Copier Proposal

EP3050 - 35 Copies per Minute, Modular Copier System

The accessories you needed included:

Fully Automatic Document Feeder (AFR-9)  
(can handle single and double side originals)  
Fully Automatic Duplex(PF2D)  
3 Paper Drawers, including a bypass for heavy paper  
(Holding any size of paper) - STANDARD  
10 Bin Sorter (S104)

The cost of the 3050, as outlined above, is \$7,180.55 plus tax.

Stapling would cost \$300 more and a large capacity drawer (like the 6000 - it has a 2,500 sheet drawer), would be an additional \$876.

### **Service and Supplies**

As requested, the cost of maintenance for your 3050 is the same as your larger copiers. It will be billed at .0115¢ per copy. Just like your present agreement, it includes everything except paper and staples. How much does 1.115¢ per copy come to? Let's say they do 5,000 copies per month. The cost per month would be \$57.50. The copier may be simply added to your existing contract or a separate contract can be generated. It's your choice



**MINOLTA**

**MINOLTA BUSINESS SYSTEMS • A SUBSIDIARY OF MINOLTA CORPORATION**

6300 SOUTHCENTER BLVD • TUKWILA, WASHINGTON 98188 PH 241-8870 - FAX 241-9086

4218 SOUTH STEELE • SUITE 309 • TACOMA, WASHINGTON 98409 FAX 473-5281



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Key points about the 3050 system:

- It has the same control panel as the 6000 upstairs = No learning curve
- Faster than old Minolta and faster than old Xerox too!
- Same copy Quality and paper feeding systems as 6000
- Same Vendor, Same Tech
- Perfect for their application downstairs

There are of course many more, but these are the most important for your application.

Minolta will move the 6000 at no charge (usually \$225) with your order.

### Terms

Check or PO Net 30 (this was the format the city used before). We can also provide terms as 34% down, 33% in 30 Days, 33% in 60 Days. We can delivery your order within 5 working days of receipt of all documents.

Thank you again for allowing Minolta to be considered for your copier downstairs.

Warmest Regards,

David Myers  
Account Representative  
MBS Seattle

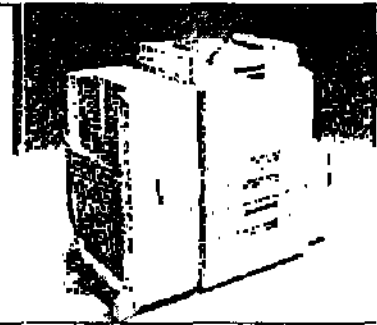


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**BACKGROUND INFORMATION**

SRP (USA; Canada): \$7,180; \$8,250  
 Manufacturing Status: New  
 Domestic Intro Date: October 1994  
 OEM: Minolta (Japan)  
 Also Sold As: Pitney Bowes C350  
 Distribution: Dealers and branches  
 Mfr's Rec Mo/Vol: 5,000 to 60,000 copies



**TYPE**

Configuration/Platen: Console, stationary  
 Toner: Dry, dual component  
 Development: Magnetic brush  
 Optics: Lens and mirror  
 Fusing: Hot roller

**SPEEDS**

First Copy: 4.1 sec  
 Multicopy (Letter/Ledger): 35/20 cpm  
 Warm-up: 2.5 min

**PAPER/DOCUMENT CAPACITIES**

Paper Feed: Dual drawer  
 Paper Capacity: 500/500 sheets  
 PaperWeights: 16 to 24-1/4 lbs.  
 Bypass: 50-sheet/16 to 50-1/2 lbs.  
 LCT/Capacity: Opt/2,500 and 3,000 sheets  
 Maximum Original Size: 11 x 17  
 Minimum Copy Size: 5-1/2 x 8-1/2  
 Maximum Copy Size: 11 x 17  
 Void Areas: Yes, lead and trail edges  
 Duplex: Opt (1:2,2:2,2:1)  
 Capacity/Paper Sizes: 50-sheet/5-1/2 x 8-1/2 to 11 x 17  
 SADF: None  
 ADF: Opt ADF and RADF  
 Speed/Capacity: 35 opm/50 orig  
 PaperWeights: 10-3/4 to 29-1/4 lbs.  
 RDH: None  
 Speed/Capacity: Not applicable  
 PaperWeights: Not applicable  
 Sorter: Opt  
 Bins/Capacity: 10,20/50 sheets per bin  
 Stapler Sorter: Opt 10-bin, opt 20-bin  
 Capacity (Bins/Stapling): 25,50/25,50 sheets per set  
 Finishing: None

**FEATURES**

Preset Reduction (%): 50,64.7,73.3,78.5  
 Preset Enlargement(%): 121.4,129.4,154.5,200  
 Zoom Magnification (%): 50 to 200 (0.1% incr)  
 Auto Paper Select: Std  
 Auto Magnification: Std  
 Book Copying: Std  
 Margin Shift: Std  
 Color: None  
 Other Features:  
 Cover mode w/optional RADF; booklet-making mode;  
 auto tray switching; job programs (15 jobs); access control  
 (26 accts); margin/frame erase; slip-sheet insertion; origi-  
 nal auto count; transparency interleaving; interrupt; auto  
 dual sort; auto start; mixed original detection; 2-in-1  
 separation; energy-saver mode; zoom memory (3 ratios)

**CONTROL PANEL**

Quantity Selector: 1 to 999 (0 to 9 keypad)  
 Automatic Exposure: Yes  
 Diagnostics:  
 User: Displays and messages  
 Jam: Displays and messages  
 Service: Codes and messages

**SPECIFICATIONS**

Dimensions (H x W x D): 37-3/4" x 24-1/2" x 29-1/4"  
 Weight: 269 lbs.  
 Power Requirements: 120 V, 10.8 A  
 Dedicated Outlet: Not required

**COMMENTS**

Minolta sells recycled paper for the EP 3050; touch-screen panel for job programming; three-hole punch w/opt 20-bin stapler sorter; user's choice feature; opt two drawer PF cabinet adds two 500 sheet drawers; remote meter reading and diagnostics via S.M.A.R.T.; Energy Star-compliant

**OPTIONS**

ADF: \$1,240  
 RADF: \$1,945  
 2,500-sheet LCT: \$1,225  
 3,000-sheet LCT: \$1,320  
 10-bin sorter: \$1,255  
 20-bin sorter: \$2,170  
 10/20-bin stapler sorter: \$1,995/\$3,235  
 Two-drawer PF cabinet: \$1,225

**MAINTENANCE**

Fuser Rollers: Two  
 Yield: 400,000/400,000  
 Cleaning Blades: Drum  
 Yield: 200,000  
 Other: Clearing brush  
 Yield: 400,000  
 Fuser Oil: Not required  
 PM Schedule: 200,000

**SUPPLIES**

Photoconductor: Organic drum  
 Yield: 200,000  
 Price: \$420  
 Toner: 650g btl  
 Yield: 18,500  
 Price: \$83.50  
 Developer: 600g ctl  
 Yield: 200,000

## **RICOH 5535 COPIER**

### **FEATURES:**

- DESKTOP COPIER
- DRY TONER, DUAL COMPONENT
- WARM-UP TIME LESS THAN 110 SECONDS
- FIRST COPY TIME 5.2 SECONDS
- 35 COPIES PER MINUTE
- AUTO START
- AUTO DUPLEXING
- ENERGY SAVER MODE
- COPY QUANTITY SELECTION 1-999
- AUTO IMAGE DENSITY
- MAXIMUM ORIGINAL SIZE 11" X 17"
- MINIMUM COPY SIZE 5 1/2" X 8 1/2"
- MAXIMUM COPY SIZE 11" X 17"
- 500-Sheet Tray and 1000-Sheet LCT
- AUTO PAPER SIZE SELECTION
- AUTO TRAY SWITCHING
- 40 SHEET STACKABLE BYPASS
- 6 PRESET REDUCTION MODES, 50%-65%-74%-77%-85%-93%
- 4 PRESET ENLARGEMENT MODES, 121%-129%-155%-200%
- AUTO REDUCTION AND ENLARGEMENT
- ZOOM - 50%-200%, IN 1% INCREMENTS, OPTIONAL 10 KEY ZOOM
- SIZE MAGNIFICATION
- EDGE/CENTER ERASE
- COMBINE ORIGINALS (WITH ARDF)
- COVERS (WITH ARDF), OHP SLIP SHEET
- HUMAN SENSOR
- SERIES COPYING
- TWO-SINGLE COPIES
- 50 USER CODES
- 5 JOB PROGRAMS
- 120,000 COPY PER CYCLE
- TWO-LINE MESSAGE DISPLAY

### **ACCESSORIES:**

- AUTOMATIC REVERSING DOCUMENT FEED (35 CPM)
- 4 SORTER OPTIONS, 2 WITH STAPLING CAPABILITIES
- OPTIONAL PAPER TRAY UNIT

**MANUFACTURERS' RECOMMENDED MONTHLY VOLUME:**

**UP TO 40,000 COPIES**

March 26, 1997

**City of Gig Harbor  
Attention: Molly  
206-851-8136**

**State of Washington Contract 09292**

	<u>Purchase</u>	<u>FMV 36 Month Lease</u>
<b>Ricoh FT5535</b> 35 Copies A Minute	<b>\$8,086.00</b>	<b>\$241.77</b>

Includes: DF61 Automatic Reversing Document Feeder  
10 Bin Stapler/Sorter  
Duplexing (two-sided copying)  
Reduction/Enlargement  
Zoom (50%-200%)  
Large Capacity Tray  
Cabinet

Service:

\$.0110 per copy. Includes all service, maintenance, parts, supplies (except paper).



**Pitney Bowes**

Vice President  
Pacific Northwest Region  
Copier Systems

A

**Pitney Bowes Proposal**

for

**CITY OF GIG HARBOR**

Presented by:  
Camille Simonsen

**Pitney Bowes Copier Division**

**MARCH 28, 1997**

*All prices good for 15 days from date of proposal*



## CITY OF GIG HARBOR

### Pitney Bowes C350 Copier System

**Features:**

35 Copier Per Minute  
35 Originals through Document Feeder  
Recirculating Automatic Document Feeder  
Auto Sizing and Paper Selection  
Reduction and Enlargement 50% - 200% (0.01%)  
Auto Exposure  
Interrupt Key  
Energy Save Mode  
Auto Start (Delayed Start)  
10 Job Memories  
50 Sheet Bypass  
10 Bin Sorter/Stapler  
Duplexing  
Two Paper Drawer 500/500

**Additional Features:**

Edge and Spine Erase  
Excellent Copy Quality  
Transparency Interleave  
Cover and Slip Sheet Insertion  
Four Language Selections  
Automatic Original Count  
Thin Original Selection through Document Feeder  
4:1 Reduction for Booklets

## Category 4 Purchase Program

Pitney Bowes Model C350 Copier System

Category 4 System Includes:

Copier  
Automatic Reversing Document Feeder  
Duplexing  
Stand  
Electronic Accounting System

**Purchase Price \$6,728**  
(Delivery and Installation included)

**Optional Accessories:**

Description	Price
10-Bin Sorter with Stapler	\$1,039
20-Bin Sorter	\$1,253
20-Bin Sorter with Stapler	\$1,971
2,500 Sheet LCPT	\$404
3,000 Sheet LCPT	\$843
Copy Audit System	\$161

90 day warranty includes all parts, labor and chemical supplies.

**Annual Full Service Maintenance:**

All parts, labor, parts replacement program and all chemical supplies.

Maintenance Program	Monthly Base Charge	Copy Allowance	Overage Charge
*0 Allowance Program	\$20	0	.0095
Basic Allowance Program	\$120	10,000	.01
High Volume Program	\$228	30,000	.0076

\*No warranty period.



# Pitney Bowes

Vice President  
Pacific Northwest Region  
Copier Systems

## CITY OF GIG HARBOR

### Purchase Option:

Purchase Option.....\$7,767.00

### Service Agreement Contract:

The *Pitney Bowes Service Agreement* covers all parts, labor, staples and chemical supplies. Pitney Bowes service contracts include our **Value Added Maintenance Service** which is a preventative maintenance procedure performed during every service call, thereby reducing the need for lengthy service calls. The C350's are also Energy Star-Compliant.

	<u>Monthly Base</u>	<u>Number of Copies</u>	<u>Overage</u>
C350	\$20.00	0	.0095¢





City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: NPDES - CONSULTANT SERVICES CONTRACT**  
**DATE: APRIL 9 1996**

*Wes Hill*

#### **INTRODUCTION/BACKGROUND**

A National Pollutant Discharge Elimination System (NPDES) permit is required for wastewater treatment plant (WWTP) discharges under the provisions of the Federal Clean Water Act as amended (Public Law 95-217) and promulgated under 40 Code of Federal Regulations (CFR) Part 133, Chapters 43.21A, 90.48, and 90.52 Revised Code of Washington (RCW), and Chapters 173-220 and -221 Washington Administrative Code (WAC). NPDES Permit No. WA-002395-7 was issued June 27, 1988 following completion of the previous WWTP expansion and improvement project. The permit's expiration date was June 27, 1993 and recognized the design capacity of 0.7-mgd (million gallons per day, base flow).

The City and the Department of Ecology did not pursue a renewed permit pending completion of the improvements to the WWTP which increased its capacity to 1.6-mgd (mgd). In anticipation of the current project's imminent completion, the City and the Department of Ecology have initiated efforts to secure a renewal of the NPDES permit for the improved and expanded facility. DOE notified this Department by certified mail on March 20, 1997 that the draft permit (Permit No. WA0020834) will soon be available for a 30-day public review and comment period. The City will need to respond to any issues in the draft and to subsequent public comments.

Following submittal of a preliminary application on September 19, 1996 and a resubmittal on October 28, 1996 consisting of approximately 86 pages per each of application and supporting documents, DOE issued an initial permit draft on January 13, 1997 consisting of 38 pages of permit, a 39-page "Fact Sheet," 25-pages of background documents, and five technical publications/fact sheets for reference. This Department then provided approximately four pages of comments pertaining to perceived factual errors in the draft. This was in addition to formal and informal communications with various DOE staff. For comparison, the previous permit had a total of 14-pages.

Based on this experience, it is obvious that insufficient staff resources are available to sustain this level of activity on this one item, and to adequately respond to issues, be alert to unnecessary requirements, and otherwise ensure the best possible outcome relative to conformance with Federal and State requirements while protecting the interests of the City and its residents. Based on review of the Consultant Services roster, and the City's past experience and observations, Gray and Osborne, Inc., is uniquely qualified to assist City staff during the NPDES permitting process.

**MAYOR WILBERT AND CITY COUNCIL**

**APRIL 9, 1997**

**PAGE 2**

**FISCAL CONSIDERATIONS**

While funds were not specifically allocated in the budget for consultant services for the NPDES permitting process; funding for NPDES-related consultant services was included under the Water Quality Study and One-Year Certification Program in the Sewer Operating Fund. Additional funds are anticipated through cost savings realized during the year, and fees collected from septic haulers discharging at the WWTP.

**RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Gray and Osborne, Inc., in an amount not to exceed seven thousand two-hundred thirty-four dollars and no cents (\$7,234.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc. organized under the laws of the State of Washington, located and doing business at 701 Dexter Avenue N., Suite 200, Seattle, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in application for a National Pollutant Discharge Elimination System Permit, and desires that the Consultant provide the professional services as set forth below.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated \_\_\_\_\_, 19\_\_\_\_, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed seven-thousand-two-hundred-thirty-four and no cents (\$7,234.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's billing rates shall be as described in Exhibit B.

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

within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 120 calendar days of the execution of this Agreement; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. 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. In the event of liability for all of the above which is caused by or results from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall only be to the extent of the Consultant's negligence. 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.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

## **VIII. Insurance**

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

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

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

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

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

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

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

## **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

## **XIV. Non-Waiver of Breach**

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

## **XV. Resolution of Disputes and Governing Law**

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City 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 prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

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

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

#### **XVII. Assignment**

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

#### **XIII. Modification**

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

#### **XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.



GRAY & OSBORNE, INC.

THE CITY OF GIG HARBOR

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

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

Notices to be sent to:

\_\_\_\_\_  
CONSULTANT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

APPROVED AS TO FORM:

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

ATTEST:

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

**EXHIBIT A  
SCOPE OF SERVICES**

**CITY OF GIG HARBOR  
WASTEWATER TREATMENT FACILITIES - NPDES PERMITTING ASSISTANCE**

**GENERAL:**

The City of Gig Harbor has made application to the Washington State Department of Ecology for a National Pollutant Discharge Elimination System (NPDES) permit for its recently improved and expanded wastewater treatment plant (WWTP) and related facilities. A National Pollutant Discharge Elimination System (NPDES) permit is required for WWTP discharges under the provisions of the Federal Clean Water Act as amended (Public Law 95-217) and promulgated under 40 Code of Federal Regulations (CFR) Part 133, Chapters 43.21A, 90.48, and 90.52 Revised Code of Washington (RCW), and Chapters 173-220 and -221 Washington Administrative Code (WAC). The WWTP has been operating under NPDES Permit No. WA-002395-7 which was issued June 27, 1988 following completion of the previous WWTP expansion and improvement project. The permit's expiration date was June 27, 1993 and recognized a design capacity of 0.7-mgd (million gallons per day, base flow).

The City and the Department of Ecology did not pursue a renewed permit pending completion of the improvements to the WWTP which increased its capacity to 1.6-mgd (mgd). In anticipation of the current project's imminent completion, the City and the Department of Ecology (DOE) have initiated efforts to renew the NPDES permit for the improved and expanded WWTP. DOE has notified the City that a draft permit (Permit No. WA0020834) has been issued for a 30-day public review and comment period.

The purpose of this Consultant Services Contract as otherwise set forth in this scope of work is to secure the professional and technical expertise and assistance of the Consultant in obtaining an NPDES permit from DOE for the current WWTP, and related facilities. Generally, this assistance will include providing assistance to the City in the evaluation of, preparation of responses to, and negotiations with DOE concerning NPDES-related issues to ensure that any requirements or findings are appropriate to the WWTP and related facilities, and Gig Harbor, are consistent with Federal and State requirements.

**GENERAL DESCRIPTION OF WORK:**

1. Review existing, draft, and proposed final NPDES permits, including Findings of Fact, and other related documents.
2. Provide written comments, and technical assistance and guidance to the City in response to issues or concerns in the draft and proposed final NPDES permit, and any public or agency comments to the draft NPDES permit.
3. Prepare for and participate, as a representative of the City, in meetings between City staff and the Department of Ecology concerning NPDES issues and proposed requirements, and/or public comments.
4. Prepare and/or assist City preparation of responses to issues or concerns identified in meetings or correspondence with the Department of Ecology regarding the NPDES permit.

**EXHIBIT B**

**CITY OF GIG HARBOR**

**WASTEWATER TREATMENT FACILITIES  
 NPDES PERMITTING ASSISTANCE  
 ENGINEERING SERVICES COST ESTIMATE**

<u>Task</u>	<u>Project Manager</u>
1. Review NPDES Permits	8
2. Provide review comments to City in letter report	8
3. Meeting Preparation	20
4. Meet with City and DOE (3 meetings)	12
5. Provide responses to meetings	20
6. Provide assistance with NPDES issues	16
Manhour Estimate.....	84
Estimated Hourly Rate.....	(\$32)
Salary Costs.....	\$2,688
Total Direct Salary Cost.....	\$2,688
Indirect Costs (134%).....	3,602
Labor Cost.....	\$6,290
Fee (15%).....	944
Total Salary Cost.....	\$7,234
TOTAL COST.....	<u>\$7,234</u>

EXHIBIT B

CITY OF GIG HARBOR

WASTEWATER TREATMENT FACILITIES  
 NPDES PERMITTING ASSISTANCE  
 ENGINEERING SERVICES COST ESTIMATE  
COMPUTATION OF OVERHEAD MULTIPLIER  
THROUGH 1997

Payroll Taxes.....	14.06%
Employee Insurance.....	6.74%
Vacations & Holidays.....	11.53%
State B & O Tax.....	10.40%
Corporate Insurance.....	8.92%
Administration, (Typing, CADD, GIS, Computer).....	36.18%
Printing, Stationary & Supplies.....	8.58%
Travel Expenses.....	4.11%
Office Expense, (Telephone, Fax, Utilities, Etc.).....	5.93%
Rent.....	9.77%
Retirement/Incentive.....	9.81%
Depreciation Expense.....	3.75%
Professional Services.....	4.22%
<b>TOTAL:</b> .....	<b>134.00%</b>

PROFESSIONAL ENGINEERING SERVICES CONTRACT  
 ENGINEER'S REPRESENTATIVE PAYROLL RATES  
 THROUGH JUNE 30, 1997

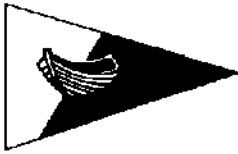
(Any adjustment in rates will be reflected in  
 dollar value and cost not to exceed)

<u>Employee Classification</u>	<u>Payroll Rates*</u>		
Draftsman/Technician	\$13.00	to	\$18.00
Assistant Civil Engineers	15.00	to	24.00
Project Engineers/Managers	18.00	to	32.00
Principal Engineers	25.00	to	40.00
Field Inspectors/Resident Engineers	17.00	to	30.00
Field Survey Crew	43.00	to	55.00
Secretary/Typist			N/A*

\*Updated annually, together with the overhead. Overhead rate calendar year (1996) is 1.34.

All actual out-of-pocket expenses incurred directly on the project are added to the billing. The billing is based on direct out-of-pocket expenses; meals, lodging, laboratory testing and transportation. The transportation rate is \$0.31 per mile or the current maximum IRS rate without receipt IRS Section 162(a).

\*Secretarial and clerical fees are not billed, but are included in the overhead multiplier listed. The same is true for accounting, bookkeeping, in-house printing, up to \$150, word processing, computer use, computer-aided drafting and telephone and fax costs.



City of Gig Harbor. The "Maritime City."  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR**  
**SUBJECT: EAST-WEST ROADWAY CONSTRUCTION PROJECT**  
**CONSULTANT SERVICES CONTRACT**  
**DATE: APRIL 9, 1997**

### **INTRODUCTION/BACKGROUND**

The East-West Roadway Construction project has been a long-anticipated improvement in the recently annexed Gig Harbor North area. The project area and roadway alignment have been the subject of considerable discussion and planning efforts for nearly a decade. While the roadway will be a highly visible and critical link in the City's transportation network, and a vital element for development of the Gig Harbor North area; possibly the most important and anticipated benefit of this project will be the creation of an attractive alternate route for commuter traffic generated from south and east of the City, and the resulting reduction in traffic volumes and associated impacts on City arterials in its core residential and business areas.

Under the terms of the September 23, 1996 interlocal agreement executed with the City (City of Gig Harbor and Pierce County Interlocal Agreement for Swede Hill Corridor Transportation Facility), Pierce County will participate in its proportionate share of the design and construction costs for this project up to a maximum of \$1-million, including their project review and administration costs. In consideration of the Gig Harbor North annexation, and design and construction of the East-West Roadway, the two property owners along the proposed roadway corridor executed an agreement with the City to dedicate a 100-ft. wide strip of right-of-way easement.

In order to accomplish construction of this project this year in accordance with this Department's 1997 budget objectives and community expectations, an aggressive schedule for design and construction has been developed. Insufficient staff resources are available to perform the necessary survey, geotechnical, design, environmental and permitting work for construction this year. Accordingly, this Department advertised for consultant services, interviewed a short list of three firms, and tentatively selected the consulting engineering firm Parametrix, Inc., as the most qualified for the project, subject to Council confirmation and approval of the attached Consultant Services Contract. Parametrix has extensive roadway engineering and environmental experience, and is familiar with this project through their previous involvement in preparation of the Environmental Impact Statement (EIS) for the project.

The proposed contract amount exceeds the standard range of 15-percent of the estimated construction cost for design, and the estimate in the interlocal agreement between the City and Pierce County (Copy enclosed). However, it should be noted that the design will provide for a full five-lane section not just the constructed two-lane section, and that the scope includes additional effort (beyond strictly preparation of plans, specifications, and estimates) for public

## MAYOR WILBERT AND CITY COUNCIL

April 9, 1997

Page 2

participation, geotechnical evaluation, preparation of an EIS Addendum, and coordination with the affected project stakeholders, and review or permitting authorities including the City's Design Review Board and the Washington State Department of Transportation (WSDOT). It should also be noted that Pierce County Public Works participated and concurred in the consultant selection process, and the project scope, hour estimate and fee proposal as initially submitted by the consultant. The hours (and fees) have subsequently been reduced by approximately 26-percent

In addition, a portion of the extra scope and fee (above the amount included in the Interlocal Agreement) was anticipated and is reflected in the increased project allocation request approved with the '97 budget. However, an unanticipated development is the apparent recent decision by WSDOT, King and Pierce Counties, and other agencies to relax previous constraints ("guidelines") on overhead and profit. This coupled with recent adjustments in hourly rates have resulted in an approximate 13.5-percent increase in estimated costs. While it would be possible to further refine the scope and hours, terminate negotiations and pursue discussions with one of the other interviewed consultants, or perform portions of the work internally; any such effort would preclude construction this year.

The design work included under this project will develop a five-lane urban section, including bicycle lanes, curbs, gutters, and landscaped median with left-turn pockets. Sidewalks will be separated from the street by a planter strip and/or landscaped area. The design will also provide for stormwater conveyance, detention and treatment facilities, and wetlands mitigation as necessary. Other elements include provisions for future water, sanitary sewer, irrigation, traffic signals, and lighting. In addition, the design will address corridors and other general requirements for underground power, and telecommunication facilities. However, funding for design and construction of sanitary sewer and water lines, and potentially other underground utilities, is not available for this phase of the East-West Roadway. It is anticipated that these improvements will be incorporated into the final phase of the East-West Roadway between SR-16 and Peacock Hill Avenue.

The construction contract under this phase will provide a two-lane section, at a minimum. An element of the design effort will involve determining the most appropriate portion of the final section to construct in consideration of estimated construction costs relative to available funding, physical appearance, function, minimal disruption of existing improvements to accommodate the fully developed right-of-way, agency requirements (including Corps of Engineers and WSDOT), and schedule constraints. It is anticipated that additive alternates may be needed to provide sufficient assurances and flexibility.

It is anticipated that construction will start in August with completion by late October of this year. In order to meet this schedule the following have been assumed:

## **MAYOR WILBERT AND CITY COUNCIL**

**April 9, 1997**

**Page 3**

1. Rapid consensus will be achieved with the three primary property owners along the roadway for the proposed alignment (vertical and horizontal), street section, crossing streets, and access provisions.
2. Rapid consensus will be achieved with the WSDOT for connection at the SR-16 interchange.
3. Rapid consensus will be obtained from the Wood Ridge property owners for the proposed improvements south of their plat.
4. The EIS addendum will not receive any major challenge.
5. Requirements for wetland mitigation and stormwater facilities can be readily met through cooperation from one or more of the abutting property owners.
6. A Corps of Engineers Nationwide Permit will be sufficient for this project.
7. A National Pollutant Discharge Elimination System (NPDES) permit will be processed without delay through the Department of Ecology.

Any departure from these assumptions could adversely affect the ability to construct in this budget year. However, it should be noted that Pierce County Public Works and Pope Resources representative have indicated that construction this year is not critical relative either to continued funding or project support.

### **FISCAL CONSIDERATIONS**

Funds are available for this work and project construction under the '97 East-West (Borgen) Road Design and Construction project. Under the terms of the Interlocal Agreement with Pierce County, Pierce County will reimburse the City's expenditures on this project on a prorated basis up to a maximum of \$1-million, less any amounts incurred by Pierce County for project review and administration.

### **RECOMMENDATION**

I recommend that the Council move and approve execution of the Consultant Services Contract with Parametrix, Inc., in the not-to-exceed amount of two-hundred twenty-four thousand thirty-six and no cents (\$224,036.00).

ATTACH: Interlocal Agreement  
Agreement for Dedication of Right-of-Way

c: Pat Boughman, P.E., Pierce County Public Works and Utilities

COPY  
SIGNED  
AGREEMENT

## Exhibit 'D'

**City of Gig Harbor and Pierce County  
Interlocal Agreement for Swede Hill Corridor  
Transportation Facility**

This Agreement is made and entered into on this 23<sup>rd</sup> day of September, 1996, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Pierce County (hereinafter the "County").

WHEREAS, the parties desire to establish their responsibilities for the design, management, oversight, construction and maintenance of the Swede Hill Corridor transportation facility (hereinafter the "Project"), as shown on Exhibit A, which is attached hereto and incorporated herein by this reference; and

WHEREAS, Chapter 36.89 RCW authorizes counties to establish and improve highways within and without cities and towns in the county in conjunction with one or more governmental agencies, with the prior consent of such city or town; and

WHEREAS, the City and County each possess authority to enter into this Agreement under chapter 39.34 RCW;

Now, Therefore, in consideration of the mutual benefits to be received, the parties agree as follows:

Section 1. Scope of Project. The approximate alignment of the Project under this Agreement is shown on Exhibit A hereto.

Section 2. City as Lead Agency. The City shall be the lead agency with regard to design, consultant selection, securing right-of-way, advertisement, award, contract administration, and construction inspection of the Project, as shown on Exhibit 'A'. The City will prepare the plans, specifications and cost estimates for such Project, and advertise the Project for bid. Prior to advertising the Project, the City will submit the plans and specifications to the County for approval. Assuming that bids are received, the City will submit the bid tabs to the County for their review and concurrence prior to the City's award of the contract. The City shall follow the procedures for advertising, consideration of bids, and award of the contract as required for both the City and the County. The County will inform the City of such legal requirements applicable to the County to ensure the City's compliance.

Section 3. Cost Sharing. The cost of the Project, exclusive of right-of-way costs, is currently estimated to be \$1.4 million as shown in Exhibit B, which is attached hereto and incorporated herein by this reference. The parties agree that their funding participation for the Project shall be as follows:



- A. County: 71.4%, up to a maximum of \$1,000,000.00.
- B. City: provide the right-of-way and the remainder of the funding for the Project.

Section 4. Payment. The City shall bill the County directly for the funds that the County is providing for the Project. An itemized estimate of costs for the Project is shown in Exhibit B. Partial payments consistent with Section 3A above, shall be made by the County upon written request of the City, to cover the costs incurred by the City. Requests for payments shall not be more frequent than one (1) per month. It is agreed that any such payment will not constitute agreement as to the appropriateness of any item and, at the time of the final audit, all required adjustments will be made and reflected in a final payment. Final payment by the County shall not be made until after final inspection and acceptance by the County and the City.

Section 5. Right of Entry. The County hereby grants and conveys to the City the right of entry on all land in which the County has an interest, within or adjacent to any rights of way, for the purpose of constructing and maintaining the Project described in this Agreement.

Section 6. Acceptance. The City shall notify the County prior to the City's final payment to the contractor that the Project is ready for acceptance. The County shall follow the procedures and time frames in the contract and specifications to provide acceptance of the Project. Upon acceptance, each jurisdiction shall maintain its respective portion of the Project, as required by law.

Section 7. Annexation. The City and County agree that streets and roads contiguous to land being annexed shall be made part of the annexation, as provided in RCW 35A.14.410. In the event that all or any portion of the Project is annexed to the City, the provisions of this Agreement shall remain in effect. It is agreed that construction will not proceed until the right-of-way has been acquired.

Section 8. Termination. This Agreement will terminate if the City cannot perform the work contemplated by this Agreement for any reason. This Agreement shall terminate after the County has made its final payment to the City as provided herein. Termination shall not affect the responsibility that either party may have to perform or honor obligations incurred prior to final payment. Termination shall not affect each party's responsibility to maintain the portion of the Project within its jurisdiction, as provided in Section 6 herein.

Section 9. Hold Harmless. The services to be rendered or performed under this Agreement will be performed entirely at each party's own risk and each party expressly agrees to defend, indemnify, and hold the other party harmless for losses, claims, damages or suits for bodily injury or property damage arising out of or in

performance of this Agreement, including claims from each party's own employees to which the other party might be immune under Title 51 RCW. It is further specifically and expressly understood that the indemnification provided herein constitutes each party's waiver of immunity under Title 51 RCW, solely for the purposes of this indemnification. This waiver has been mutually negotiated by the parties.

Section 10. Inspection. The County may send an inspector to the Project. All contacts between the County's inspector and the City's contractor shall be through the City's representative. Such inspector is not authorized to perform required inspections, accept materials, issue instructions, or approve change orders. The City Public Works Director shall have control over all work as provided in the contract documents for the Project, and the City Public Works Director's decision shall be final.

Section 11. Insurance. Each party shall maintain, for the duration of this Agreement, either commercial general liability insurance, or a liability self insurance program, against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by its officers, officials, employees and agents.

Section 12. Modifications. The parties hereby reserve the right to alter, amend or modify the terms and conditions of this Agreement upon another written agreement, executed by each party's duly authorized representative.

Section 13. Waiver. No term or provision herein shall be waived and no breach excused unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented.

Section 14. Legal Relations. No liability shall attach to the City or County by reason of entering into this Agreement, except as expressly provided herein.

Section 15. Entire Agreement. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the parties, and supersedes all proposals, oral and written, between the parties on the subject.

Section 16. Attorneys' Fees. In the event litigation is instituted to enforce the terms of this Agreement, the prevailing party shall be reimbursed for its reasonable costs, expenses and attorneys' fees.

Section 17. Severability. If any provision of this Agreement or its application to any person or circumstance is held invalid, the remainder of the act or application of the provision to other persons or circumstances shall not be affected.

Section 18. Filing. A copy of this Interlocal Agreement shall be filed with the

Pierce County Auditor and the Gig Harbor City Clerk, as required by RCW 39.34.040.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY OF GIG HARBOR:

PIERCE COUNTY:

By *Archie M. Robert*  
Its Mayor

By *Doug Sutherland* 8/19/96  
Doug Sutherland, Pierce County Executive

Approved as to form:

*[Signature]*  
City Attorney

Recommended by:

*[Signature]*  
Public Works and Utilities Director

Approved as to form:

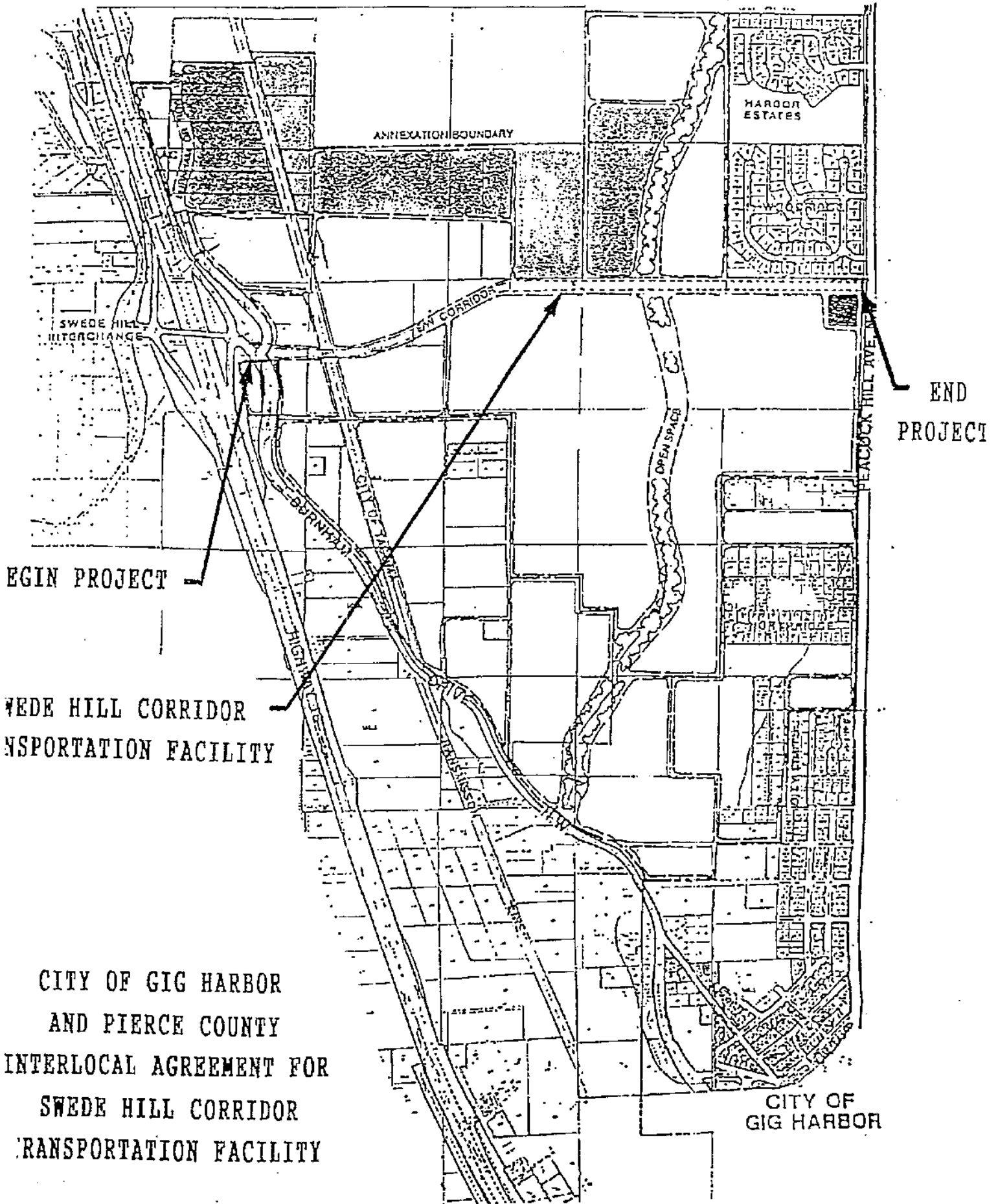
*[Signature]* 8/5/96  
Deputy Prosecuting Attorney

ATTEST:

*[Signature]*  
CLERK

RECOMMEND:

*[Signature]*  
BUDGET AND FINANCE



**City of Gig Harbor and Pierce County  
Interlocal Agreement for Swede Hill Corridor  
Transportation Facility**

**EXHIBIT B**

**PLANNING LEVEL COST ESTIMATE**

**PROJECT NAME:** Swede Hill Corridor  
Burnham Drive I/C to Peacock Hill AV NW

**Project Description:** Construct 2 lane roadway to include PCC curb, gutter and sidewalk and widened curb lane on one side with 6' paved shoulder on other, partially enclosed storm drainage and channelization. Also includes reconfigured 54 AV. NW/Burnham DR NW intersection.

**Length** 6250' (Swede Hill) plus 800' at 54 AV NW/Burnham DR NW Intersection

ITEM NO.	QUANTITY	UNIT	ITEM	UNIT PRICE	AMOUNT
<b>PREPARATION</b>					
1	13	ACRE	Clearing and Grubbing	\$3,000.00	\$38,912
2	0	LS	Removal of Structure and Obstruction	\$2,000.00	\$0
3	0	DOLLAR	Removing Miscellaneous Traffic Items	\$2,000.00	\$0
4	800	LF	Removing Temporary Striping	\$0.05	\$40
<b>GRADING</b>					
5	0	CY	Pond Excavation Incl. Haul	\$6.00	\$0
6	34,800	CY	Roadway Excavation Including Haul	\$5.00	\$174,000
7	31,000	CY	Embankment Compaction	\$1.00	\$31,000
<b>STORM SEWER AND DRAINAGE</b>					
8	13	CY	Hand Placed Rip Rap	\$50.00	\$687
9	4,000	LF	PCCSSP, 12" Dia	\$17.00	\$68,000
10	27	EACH	Catch Basin Type 1	\$700.00	\$18,900
11	2	EACH	Catch Basin Type 2, 48" Dia.	\$2,000.00	\$4,000
12	17,720	SF	Shoring or Extra Excavation	\$0.20	\$3,544
13	0	EACH	Pollution Control Devices	\$3,000.00	\$0
14	64	CY	Structural Excavation Class B Including Haul	\$5.00	\$322
15	415	CY	Gravel Backfill for Pipe Bedding	\$15.00	\$6,225
<b>SURFACING AND PAVEMENT</b>					
15	7,251	TON	Gravel Base	\$8.00	\$58,008
16	5,675	TON	Crushed Surfacing Top Course	\$15.00	\$85,125
17	5	TON	Asphalt For Tack Coat	\$300.00	\$1,500
18	0	DOLLAR	Anti-Striping Additive	\$1,000.00	\$0
19	6,480	TON	Asphalt Concrete Pavement Class B	\$34.00	\$220,680
20	0	TON	Asphalt Concrete Approach Class B	\$70.00	\$0
21	0	SY	Cement Concrete Approach	\$25.00	\$0
22	6,250	LF	Cement Concrete Barrier Curb & Gutter	\$6.30	\$39,375
23	3,800	SY	Cement Concrete Sidewalk	\$15.00	\$57,000
<b>EROSION CONTROL AND PLANTING</b>					
24	5	ACRE	Seeding, Fertilizing, Mulching	\$1,100.00	\$5,500
25	1	ESTIMATE	Temporary Water Pollution / Erosion Control	\$3,000.00	\$3,000

**TRAFFIC**

26	800	LF	Temporary Striping	\$0.10	\$80
27	14,900	LF	Paint Stripe	\$0.10	\$1,490
28	54	LF	Painted Stop Bar	\$2.00	\$108
29	2	EACH	Painted Traffic Arrow	\$30.00	\$60
30	8	EACH	Painted Traffic Letter	\$15.00	\$120
31	9	HUND	Raised Pavement Marker Type 2a	\$400.00	\$3,600
32	0	LS	Reconstruct Traffic Signal Control System	\$40,000.00	\$0
33	1	LS	Permanent Signing	\$1,000.00	\$1,000
34	160	HOUR	Traffic Control Labor	\$25.00	\$4,000
35	24	SF	Construction Signs Class A	\$10.00	\$240
36	1	LS	Maintenance And Protection of Traffic	\$2,000.00	\$2,000

**MISCELLANEOUS**

37	100	MGAL	Water	\$25.00	\$2,500
38	500	HR	Training	\$15.00	\$7,500
39	1	EST	Road Side Cleanup	\$5,000.00	\$5,000
40	1,563	SF	Wetland Mitigation	\$3.50	\$5,471
				<b>Construction Subtotal</b>	<b>\$848,946</b>

41	1	LS	Mobilization (10% of Construction Subtotal)		\$84,895
42	1	LS	Contingency (20% Construction Subtotal + Mobilization)		\$186,768

				<b>Contract Amount</b>	<b>\$1,120,609</b>
Design Engineering (15% of Contract Amount)					\$168,000
Construction Engineering (10% of Contract Amount)					\$112,000
<b>TOTAL PROJECT COST</b>				<b>Total Construction Cost</b>	<b>\$1,400,609</b>
				<b>USE</b>	<b>\$1,400,000</b>

## Exhibit 'E'

After recording return to:

The City of Gig Harbor  
Attn: Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

### AGREEMENT FOR DEDICATION OF RIGHT-OF-WAY TO THE CITY OF GIG HARBOR

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 1996, by and between the City of Gig Harbor (hereinafter the "City"), a Washington municipal corporation; Pope Resources (hereinafter "Pope"), a Delaware Limited Partnership; and Logan International Corporation (hereinafter "Logan"), a Washington corporation, (collectively the "Owners").

#### RECITALS

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the property legally described in Exhibit "A" and Exhibit "B," (hereinafter the "Properties") which are attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners desire that the Properties be annexed to the City, and

WHEREAS, the Owners have entered into an Agreement entitled "Preannexation Agreement for Gig Harbor North," executed by the City on \_\_\_\_\_, 199\_ (hereinafter the "Preannexation Agreement"); and

WHEREAS, one of the conditions of annexation as contained in the Preannexation Agreement is the Owner's dedication of certain right-of-way, generally shown in Exhibit "C" (the "Swede Hill Corridor - Preliminary") attached hereto and incorporated herein, to the City for a roadway and related improvements commonly known as the Swede Hill Corridor improvements (hereinafter the "Roadway"); and

WHEREAS, the City has or will be entering into an agreement with Pierce County for the funding, design, construction and improvement of the Swede Hill Corridor, for which the right-of-way is required; and

WHEREAS, neither annexation nor construction of the Roadway improvement can take place without the Owners' agreement to dedicate the Right-of-Way to the City;

NOW, THEREFORE, in consideration of the covenants and agreements contained herein, the City and Owners agree as follows:

### TERMS

#### Section 1. Grant of Right-of-Way to the City.

##### A. Grant and Condition Precedent to Grant.

1. The Owners, in consideration of the City's agreement to annex the Properties to the City, convey and grant to the City, its successors and assigns, a permanent, nonexclusive 100-foot wide right-of-way easement over, in, along, across, under and upon the property described in Exhibit "C," at the location described therein, for the purpose of designing a five lane roadway and constructing a two lane roadway in the Swede Hill Corridor, which is a 100' wide strip of land, and for the reconstruction, operation, repair and maintenance of same.

2. This grant shall not be effective until resolution of all appeals to the annexation as described in the preannexation agreement.

B. **Conditions.** This permanent easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City will design a five lane improvement in the Swede Hill Corridor, and will construct and maintain a two lane improvement in the Swede Hill Corridor, except such improvement as remains in Pierce County.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

4. The permanent dedication of easement constitutes the total contribution of the Owners toward initial design of a five lane roadway and initial construction and maintenance of the two lane roadway.



ements

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. This Agreement and all of its provisions shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors, assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.

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

**POPE RESOURCES**

**ACCEPTANCE:**

By *[Signature]*  
Its *Division VP, Real Estate*

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

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

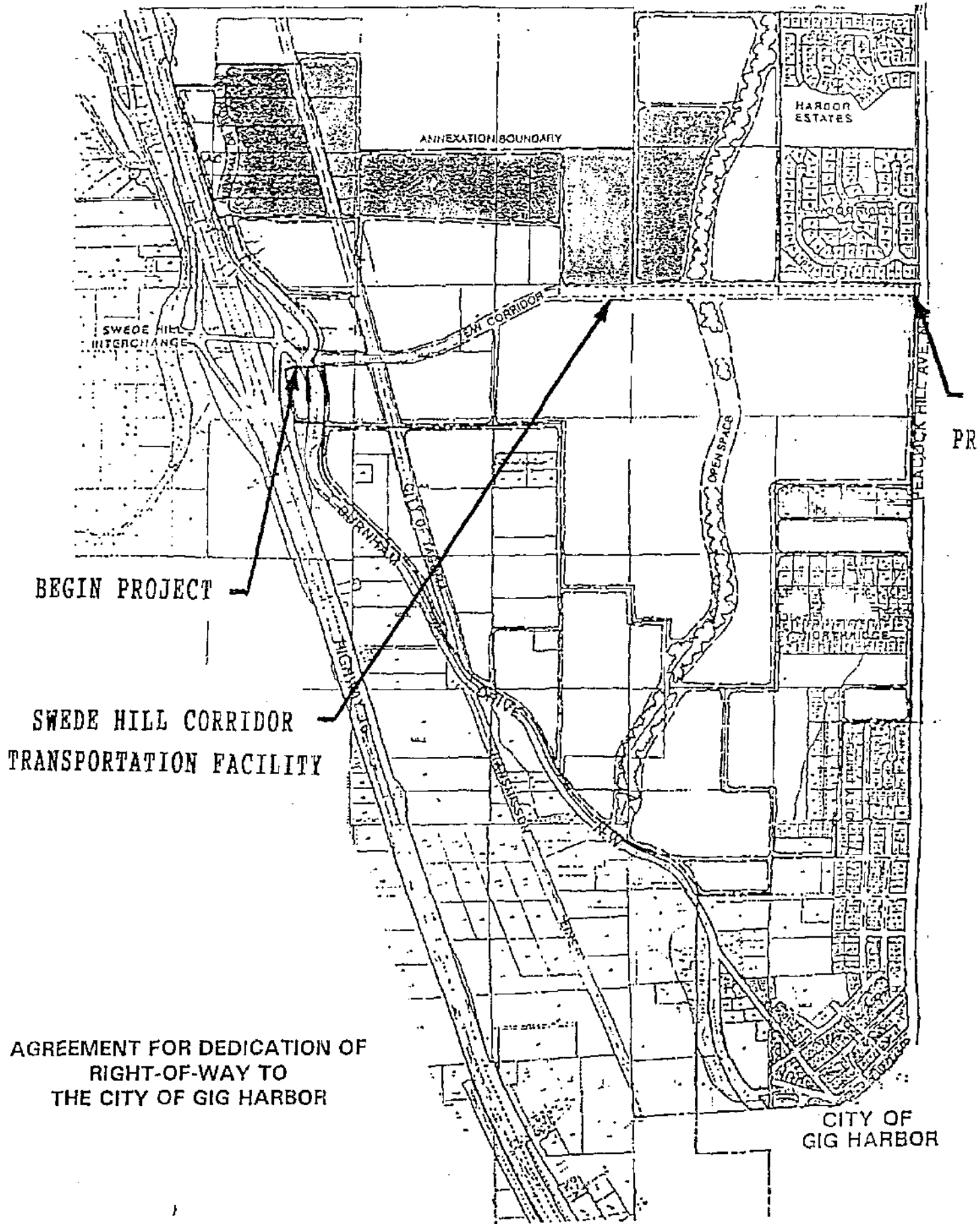
**LOGAN INTERNATIONAL CORPORATION**

Approved as to form:

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

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

EXHIBIT C



BEGIN PROJECT

SWEDE HILL CORRIDOR  
TRANSPORTATION FACILITY

AGREEMENT FOR DEDICATION OF  
RIGHT-OF-WAY TO  
THE CITY OF GIG HARBOR

CITY OF  
GIG HARBOR

**East-West Roadway Construction Project  
CONSULTANT SERVICES CONTRACT**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. organized under the laws of the State of Washington, located and doing business at 5808 Lake Washington Boulevard NE, Kirkland, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design, preparation of plans, specifications, estimates, environmental documents, permit applications, construction support services, and related work for the East-West Roadway Construction Project, and desires that the Consultant perform the professional services necessary for the Scope of Work as set forth below.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated \_\_\_\_\_, 19\_\_, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as Exhibit A, and are incorporated by this reference as if fully set forth herein .

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

**I. Description of Work**

The Consultant shall perform all work as described in Exhibit A, "Scope of Work".

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed two-hundred twenty-four thousand three-hundred six dollars and no cents (\$224,306) 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 billing and billing rates shall be as described hereunder and in Exhibit B, "Compensation".

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

within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement. The parties agree that the work described in Exhibit A is to be completed within 360 calendar days of the execution of this Agreement and in accordance with the schedule shown in Exhibit C, "Project Schedule"; provided however, that additional time shall be granted by the City for excusable delays or extra work.

### **V. Termination**

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of any 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.

The Consultant shall conform with the minority and woman-owned business enterprises, equal opportunity, and affirmative action requirements as set forth in Exhibit C, "Contract Compliance Requirements for Professional and Technical Services".

#### **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.

In the event a court of competent jurisdiction determines liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

**IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.**

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

#### **VIII. Insurance**

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

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

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

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

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

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

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

#### **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

## **XIV. Non-Waiver of Breach**

The failure of the City to insist upon strict performance of any of the covenants and agreements contained herein, or to exercise any option herein conferred in one or more instances

shall not be construed to be a waiver or relinquishment of said covenants, agreements, or options, and the same shall be and remain in full force and effect.

#### **XV. Resolution of Disputes and Governing Law**

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City 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. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

#### **XVII. Assignment**

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

#### **XIII. Modification**

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



**XIX. Entire Agreement**

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

Any reference in the Exhibits or attachments thereto, including without limitation, such language as "Contractor" shall be read and interpreted to mean "Consultant".

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_.

\_\_\_\_\_

THE CITY OF Gig Harbor

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

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

Notices to be sent to:

\_\_\_\_\_  
CONSULTANT  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Mr. Wes Hill  
Director of Public Works  
The 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**

**EAST-WEST ROAD  
SWEDE HILL INTERCHANGE TO PEACOCK HILL AVENUE N.E.  
CITY OF GIG HARBOR**

**INTRODUCTION**

**Purpose and Description**

This scope of work is intended to provide the City of Gig Harbor (City) with a comprehensive scope of services that Parametrix, Inc. (PMX) will provide to develop a biddable contract package of Plans, Specifications and Estimates (PS&E) for Phase I of the East-West Road (Project). The Project is to consist of 2 lanes of the roadway and pedestrian facilities. The Project essentially connects the Swede Hill Interchange on SR 16 to Peacock Hill Avenue at the intersection of 112th Street NW. The Project also includes planning for the ultimate construction of a 5-lane East-West Roadway; further, it coordinates the total effort with the development plans for the abutting properties.

It is agreed and understood that this project is scheduled for advertisement by the August 1, 1997 and that any delay of the project through the need of decision making, agency requirements, public involvement, additions or change of scope will required further negotiations of the project scope, schedule, and budget.

The Project includes the following:

- Planning and layout for a 5-lane, major arterial (including on-street bicycle lanes), curb and gutter, and sidewalks
- An enclosed storm water conveyance and water quality system
- Intersection location, layout, and signalization requirements
- A conceptual landscape plan that includes illumination and other amenities that will achieve an aesthetically pleasing parkway
- Wetland delineation/mitigation
- Environmental review and assessment
- Utility location

Phase I would consist of construction of a 2-lane roadway (11-foot-wide travel lanes, with bicycle lanes temporarily used as roadway shoulder, as well as curb, gutter, and storm water conveyance system, and pedestrian facilities—as allowed by the available construction funding.

The general project level of effort assumptions are as follows;

- The project has an established corridor alignment (minor adjustments anticipated) that is the basis for the roadway location
- The City will prepare all deed or easement documents (temporary or permanent) from legal descriptions provided by PMX and secure dedication or purchase of project right-of-way
- The City, utility district, or private utility will perform all design work associated with utilities to be constructed with the Phase I construction, unless otherwise negotiated with PMX

#### **TASK 1.0 PROJECT MANAGEMENT**

**OBJECTIVE:** Provide the management and coordination necessary to ensure: (1) competent staffing sufficient to meet the project technical needs, (2) the timely reporting of information and data to create a clear decision-making opportunity, and (3) a systematic and thorough schedule and budget control process that will allow the team to meet project goals.

- 1.1 Define and scope Project parameters, schedule, and budget with the City.
- 1.2 Provide the Project Management and Coordination required within the project team and with the City staff that will create a coordinated effort to accomplish the final work product.
- 1.3 Prepare for and participate in weekly or biweekly project management meeting to focus on progress of scheduled work items, and issues that need decisions including the estimated cost of the project. (Estimate up to 15 meetings at an average of 3 hours per meeting including preparation and notes).
- 1.4 Provide a monthly progress report detailing Project advancement. Note items that need action or decisions, and give explanation of billing.

- 1.5 Define, with the City, what constitutes 30%, 75%, and 95% Project completion and provide for formal design review.
- 1.6 Assure that adequate and competent staffing is provided to complete the intended work products.
- 1.7 Provide Quality Assurance/Quality Control for all deliverable products.

Assumptions: That a response/decision to City action items will be made within the designated time frame.

## **TASK 2.0 STAKEHOLDER MEETINGS AND PUBLIC PARTICIPATION**

**OBJECTIVE** To engage with those who have a decision making role in the final design process and develop a consensus on the specific elements of the design. To provide meaningful public involvement essential to the resolution of issues surrounding roadway design.

- 2.1 Agency Stakeholders: Meet with City and County staff in a partnering session to review project goals and objectives, paying particular attention to the project schedule, and agency approval responsibilities/milestones.
- 2.2 Property Owner Stakeholders: Meet with Pope Resources, Ballinger Group, and Tucci Family to review project goals and objectives, paying particular attention to the project schedule and the right-of-way dedication required for construction.
- 2.3 Public Participation: Create an effective involvement and decision-making process for community members (through Subconsultant Olsen and Associates) that includes the following elements:
  - An outreach program to inform affected property owners and obtain input of concerns to be addressed,
  - Conflict resolution for issues that impact project design,
  - Integration of key elements of concern.

Ongoing liaison with City and landowners will focus design efforts so as to reach mutually agreeable outcomes through the follow efforts:

- a. Meeting and workshop with the City (1),
- b. Meeting and workshop with the landowners (1),
- c. Assure an integrated design effort with the roadway design team that considers planned development including the following elements;
  - Overall planning/design concept,
  - Circulation: Vehicular and Pedestrian,
  - Building distribution/density and intersection locations,
  - Open space use and street furnishings,
  - Mitigation elements.

Assumptions:        Public meetings and presentations will consist of:  
                              One formal presentation to City staff  
                              One formal presentation to Planning Commission  
                              One formal presentation to City Council

### **TASK 3.0    SURVEY AND ALIGNMENT DELINEATION**

**OBJECTIVE:**        Obtain the technical field data necessary to control the project alignment and grade, and provide the basis for the legal definition of the road that will allow writing of documents required for dedication of right-of-way and easements.

- 3.1    Research and obtain available survey control in Project vicinity.
- 3.2    Obtain survey control and mapping recently undertaken by abutting property owner or owners.
- 3.3    Verify and complete survey required for topographic mapping, roadway alignment confirmation, and detail design.
- 3.4    Prepare base map required for project layout and detail design.

3.5 Flag roadway alignment and right-of-way requirements, in conformance with Item 5.1 below, and review in field with city staff and property owners;

- Obtain written acceptance of alignment, or modify as requested.

Assumptions: Right of entry from property owners will be provided by the City.

#### **TASK 4.0 SWEDE HILL INTERCHANGE IMPACT INVESTIGATION AND COORDINATION**

**OBJECTIVE:** To outline the needs of the Swede Hill Interchange to be compatible with the planned 5-lane arterial, and to define the extent of impact to the interchange from the Phase I construction. Reach agreement with WSDOT as to the level of adjustment that will be required.

4.1 In cooperation with the City and WSDOT, discuss the impacts arising from the eventual construction of the 5-lane East-West arterial roadway and reach agreement on responsibilities and commitments.

4.2 Define potential impacts to the interchange by the Phase I, 2-lane construction, and determine whether there is a need for channelization or signalization of ramps and adjacent roadways.

4.3 Incorporate needs of interchange into the Phase I contract documents.

4.4 If required, make formal application to WSDOT for necessary modifications or adjustments to the interchange and provide close monitoring of the approval process to assure timely review and approval.

Assumptions: That coordination and planning for the ultimate 5-lane arterial and its impact to the interchange will be agreed to by the City and WSDOT.

That any layout for modifications for consideration will be conceptual only.

That Phase I construction will not require significant modification to the interchange or addition to the Phase I plan documents.

**TASK 5.0 PRELIMINARY ENGINEERING INCLUDING DRAINAGE, UTILITIES,  
AND RIGHT-OF-WAY DOCUMENTS**

**OBJECTIVE:** To provide the conceptual planning and design effort that will allow for the location and staking of the roadway alignment and all amenities that require right-of-way for the project. Prepare the legal documents for the dedication of the needed right-of-way.

5.1 Create optimal conceptual alignment for 5-lane roadway (using standards of the City of Gig Harbor, Pierce County, WSDOT, or ASSHTO) that includes the following items:

- a. Agreement with the City on the 5-lane cross section for the final roadway, including cut-and-fill slope criteria;
- b. Horizontal control and alignment,
- c. Vertical control and profile,
- d. Conceptual Parkway Plan that provides guidelines for location of pedestrian facilities, median location, landscaping, and street furnishings.

**Assumptions:** That the roadway is intended to follow the basic alignment that was Established by Pierce County and is delineated as Alignment No. 3 in their EIS.

That this basic alignment will be detailed on the available base map and reviewed once with the City and abutting property owners for suggestions and adjustments and will then be staked in the field.

5.2 Undertake a traffic analysis for the Phase I project, to verify intersection Level of Service (LOS) and determine street and intersection location and channelization requirements and to assist with Interchange Investigation outlined above in Task 4;

- Provide intersection layout, channelization design, signalization warrants where required, and an illumination plan.

**Assumptions:** Level of Service will be LOS C or better; therefore no air quality analysis is required.

Signal design will not be required for the Phase I contract.

**5.3 Prepare a Storm Water Drainage Plan that adheres to the City's Public Works Standards for Storm Water. Elements should include the following:**

- a. A roadway storm water collection and routing system that includes pipe sizing and discharge location;
  - This provides for passage of existing surface water, not collected in the roadway system, through culverts placed in existing natural drainage channels.
- b. Plan adequate retention/detention facilities, including sizing and location, that account for the storm water runoff increases from the final 5-lane roadway;
  - The project will provide crossing culverts at discharge points,
  - Outline right-of-way requirements for land or easements required for drainage facilities located outside the anticipated 100 feet of roadway right-of-way as necessary,
  - Incorporate drainage PS&E for the Phase I construction plans (see Task 10 below).

**Assumptions:** Drainage plan will account only for the roadway project and its direct impact and will not compare drainage concept with the plans of the abutting land owners. The plan will consist of only one concept. Two or three storm water facilities are anticipated for the roadway project.

**5.4 Identify, flag, and accurately locate wetlands that occur along the roadway alignment and prepare delineation report;**

- a. Review and coordinate findings with available information from abutting properties,



- b. **Avoid wetlands where possible and/or provide mitigation as required,**
- c. **Use information to apply for an Army Corps of Engineers Nationwide Permit.**

**Assumptions:** Project will qualify for a Corps of Engineers Nationwide Permit.

Report will consist of a letter summarizing existing wetlands and a functional assessment of impacted wetlands, a brief description of impacts and conceptual mitigation. Two copies of the letter report will be provided to the City for review. Following one City review and revisions, five copies of the report will be provided to the City. The cost estimate does not include Agency Coordination.

Wildlife will only be addressed as part of the functional assessment of impacted wetlands.

A final landscape plan for the mitigation site will be completed once the conceptual mitigation plan has been approved.

**5.5 Coordinate with the abutting Woodridge property owners to develop a noise mitigation plan:**

- **Develop a mitigation plan consisting of a berm design with added plant density,**

**Assumptions:** That the noise level impacts detailed in the project EIS of 1991 are adequate for use in determining mitigation the measures required.

That this work effort does not include a technical memorandum or report that quantifies sound mitigation impacts.

That the mitigation plan is acceptable to the residents for inclusion into the Phase I contract PS&E and that no further design effort is required.

- 5.6 Prepare an erosion control plan that will protect the quality of storm water draining from the project;
  - a. Use plan for an NPDES permit application,
  - b. Use plan for an HPA permit application,
  - c. Use plan for DOE Temporary Water Quality permit application.
  - e. Define and outline right-of-way requirements for retention/detention or wetland facilities as identified above and for inclusion into right-of-way plans and documents, as described in Task 5.8 below.

**Assumptions:** That one erosion plan is developed and that it is adequate for all permit applications without significant modification required from City or Agency review.

- 5.7 Coordinate and provide for utility location requirements for the project in cooperation with the City, adjacent developing properties, utility districts, or private utility owners needing access within the roadway;
  - a. Determine whether utility construction is required as part of Phase I construction and who is to provide plans if they are to be included within the contract;
  - b. Provide design service and/or LID formation assistance to City or Utility District if requested and negotiated separate from, or added to, this contract.

**Assumptions:** That City, Utility Districts, or private utilities will provide necessary detail design if utility construction is to be included as part of the Phase I contract, or will negotiate with PMX for the addition of utility design services.

- 5.8 Right-of-way plans and documents:
  - a. Incorporate all right-of-way requirements for 5-lane roadway including requirements necessary for drainage retention/detention facilities or wetland mitigation requirements, or other needs defined during the preliminary design of the project. Include Right-of-Way boundary onto the plan sheet prepared for the project in Task 9.1e (estimate of 6 sheets) that include:

- A surveyed centerline for the alignment with adequate ties to legally define the alignment within the appropriate Section, Township, and Range,
  - Right-of-way limits with ties to the Center Line that will allow for writing of a legal description of property to be dedicated or obtained by the City,
  - Ownership boundaries within the limits of the project plan sheets of parcels with rights to be acquired,
  - The area of parcels to be acquired, or encumbered with easement,
  - The remainder of each impacted parcel of land.
- b. Prepare all legal descriptions necessary for dedication or purchase of right-of-way or easements associated with the project.

**Assumptions:** That all legal descriptions will be turned over to the City for incorporation into deeds or easements to be obtained by dedication or purchase from the legal owners. That a separate set of right-of-way plans other than described will not be required.

## **TASK 6.0 ENVIRONMENTAL DOCUMENTATION**

**OBJECTIVE:** Determine adequacy of original EIS impacts and mitigations and prepare SEPA Addendum for construction of the final 5-lane project. Provide technical support to investigate and report on wetlands, noise mitigation, and storm water management, as required for permits and roadway construction.

- 6.1 Review existing EIS and related technical documents with City staff to:
- a. Assess adequacy of documents for project construction within requirements of current law and administrative code requirements;
  - b. Determine the extent of additional environmental study and documentation needed for construction of the completed 5-lane project. Use the SEPA Checklist as an outline to investigate impacts and assess mitigation.

- 6.2 Prepare EIS Addendum to reflect new or changed conditions for the project.
- 6.3 Prepare permit applications for:
  - a. NPDES
  - b. HPA
  - c. Department of Ecology Temporary Water Quality
  - d. Corps Nationwide Permit
  - e. Forest Practices Permit

Assumptions; Addendum documentation will be limited to wetland delineation, impacts and mitigation for noise, wetland, and storm water.

The City will be responsible for reproduction and distribution of the Addendum Document.

#### **TASK 7.0 - GEOTECHNICAL ANALYSIS**

**OBJECTIVE:** Determine the existing soil types and engineering characteristics needed for the detail design of the roadway. This work will be undertaken by our subconsultant Hong West and Associates (HWA).

- 7.1 Collect and review readily available geotechnical and geologic data for the project area. The purpose of reviewing existing data is to (1) gain an overview of project conditions, (2) assist in planning the subsurface investigation, and (3) aid in identifying geotechnical factors that may impact design and construction.
- 7.2 Perform a site reconnaissance and obtain utility clearances prior to performing the subsurface investigation.
- 7.3 Plan and conduct a subsurface investigation to provide information relative to soil, groundwater, and other geologic conditions along the project alignment;

- a. Create 12 to 14 test pits to maximum depths of approximately 10 to 12 feet, or refusal, using trackhoe equipment,
  - b. Test pits will be logged under the full-time observation of HWA engineer or geologist,
  - c. Obtain soil samples at selected intervals.
- 7.4 Conduct laboratory testing in general accordance with appropriate American Society for Testing Materials (ASTM) standards, including natural moisture content, grain size analysis, Atterberg Limits, moisture/density (Proctor) relationships, and two CBR tests for use in pavement design.
- 7.5 Perform engineering analysis and evaluate data derived from the subsurface investigation and laboratory testing program, with respect to the items listed under 7.6, below.
- 7.6 Prepare a geotechnical engineering report containing the results of the investigation, including descriptions of surface and subsurface conditions observed, results of the engineering analyses, and geotechnical engineering recommendations pertaining to the following items;
- a. The presence and effect of existing fill and/or other existing compressible soils observed during exploration;
  - b. Earthwork recommendations including general site excavation characteristics, pavement subgrade preparation, material and compaction criteria, and provisions for wet weather earthwork;
  - c. Evaluation of feasible retaining wall types, if required, and recommendations for allowable bearing pressures and lateral earth pressures for use in the design of retaining walls;
  - d. Pavement section thickness determinations using ASSHTO design criteria with and ATB/ACP section;
  - e. General recommendations for utility trench excavation and support, pipe bedding and backfill, and dewatering.
- 7.7 Provide project management for the geotechnical work and participate in one project team meeting.

**Assumptions:** To perform this work, it is assumed that the alignment will be staked prior to performing the reconnaissance. It is also assumed that the City will obtain site access permission for the testing operation and that no other permits are required.

It is understood that the trackhoe test pits will cause some disturbance to the existing ground. Care will be taken to limit the amount of such disturbance and all holes will be backfilled. However, this cost estimate does not include an allowance for regrading or revegetating disturbed areas.

It is understood that the geotechnical investigation for this project will not extend into the Swede Hill Interchange except for existing information provided by WSDOT. It is assumed that improvements will begin east of the freeway ramps, at Burnham Drive NW, and that test pit explorations will provide adequate information. If embankments are to be constructed in the vicinity of the ramps, borings will be required for evaluation of embankment stability, settlement, and liquefaction potential.

#### **TASK 8.0 - LANDSCAPING**

**OBJECTIVE:** To create a conceptual landscape plan that will assure the intended parkway concept that is desired by the City and to account for any features that should be included in the Phase I construction contract.

- 8.1 Prepare conceptual landscape plan that will provide a parkway appearance and compatibility with the proposed development plans of the abutting property owners.
- 8.2 Obtain agreement from the City on plan concept and reflect this in the design elements of the 5-lane roadway design
- 8.3 Incorporate parkway concept into Phase I, PS&E and ensure compatibility with future 5-lane build-out

#### **TASK 9.0 - PS&E FOR PHASE I CONSTRUCTION**

**OBJECTIVE:** Create PS&E required for advertising and construction of the Phase I project.

- 9.1 Prepare contract documents for the Phase I project that provide for a 2-lane roadway section, with channelization where required, and include additional improvements such as sidewalks, intersection lighting and landscaping as allowed by available funds, for advertisement by the City of Gig Harbor. These documents will include the following:
- a. Cover Sheet including project title, project number, and other descriptive information requested by the City and including project location and vicinity mapping to assist the bidding contractors (estimate 1 sheet);
  - b. Index (estimate 1 sheet);
  - c. Summary of Quantities (estimate 1 sheet);
  - d. Detail sheet of roadway and paving sections (estimate 1 sheet);
  - e. Plan and profile sheets at a horizontal scale of 1" = 40', that include the clearing, grading, roadway alignment, and storm drainage collection system, (estimate 6 sheets),
  - f. Utility, and landscape as needed for impact mitigation at Woodridge, or other detail plans necessary for roadway operation (estimate 3 sheets);
  - g. Channelization details including illumination and signing for two intersections (estimate 2 sheets)
  - h. Drainage retention/detention, wetland mitigation details and erosion control plan (estimate 4 sheets)
  - i. Construction details required for a full understanding of the requirements of the contract (estimate of 3 sheets);
  - j. A summary of Unit Bid Items that will govern and control the bidding and payment units of the contract complete with an engineers estimate of the cost of the contract;
  - k. Contract Specifications prepared to standard WSDOT format with City boilerplate provisions to be provided by the City of Gig Harbor.

Assumptions: That the project will not exceed the number of sheets estimated above.

That project illumination and signalization of intersections will be planned for, but will not be part of the Phase I contract other than providing conduit placement for future construction. It is agreed that illumination required for the safe operation of intersections would be included in this project.

#### **TASK 10.0 CONTRACT BIDDING SUPPORT AND EVALUATION**

**OBJECTIVE:** Assist the City during the bidding process with any technical or professional interpretation, investigation, or correction required to secure a competent construction contractor.

- 10.1 On an on-call basis provide technical and graphic support through the bidding phases of the project which might include:
- a. Preparation of contract addenda,
  - b. Response to technical inquiries,
  - c. Bid evaluation,
  - d. Attendance at preconstruction conference.

#### **TASK 11.0 CONSTRUCTION INSPECTION AND DOCUMENTATION SUPPORT**

**OBJECTIVE:** As requested, assist the City with the inspection, documentation, coordination, and testing requirements during administration of the construction contract.

- 11.1 On an on-call, basis as requested by the City, provide technical and graphic support through the construction phase of the project which might include:
- a. Field observation including quantity and payment documentation;
  - b. Quality control/assurance for the contractor's survey;
  - c. Coordination of testing services;
  - d. Technical and graphic support;
  - e. Change order evaluation and preparation;
  - f. Claims evaluation.



CITY OF GIG HARBOR  
EAST-WEST ROADWAY CONSTRUCTION PROJECT

COMPENSATION

The Consultant shall be paid by the City for completed work and services rendered under this Agreement as provided hereinafter. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work. The Consultant shall conform with all applicable portions of the Code of Federal Regulations, Title 48, Part 31, Contract Cost Principles and Procedures (48 CFR 31).

1. BASIS OF COMPENSATION

The Consultant shall be paid by the City for work done, based upon the Consultant's actual cost plus a fixed fee. All subconsultants shall be paid by the Consultant. The City of Gig Harbor shall have no responsibility or liability for payment to subconsultants.

All payroll additions and overhead costs must be based upon the most recent Washington State Department of Transportation audit. If not available, an audit conducted by another agency or private accounting firm will satisfy this requirement if the audit criteria used conforms with 48 CFR 31. A copy of that audit must be provided at the time of negotiations.

**SALARY COSTS**

Salary costs are determined by:

- a. The salaries of employees for the time directly chargeable to the project, and salaries of principals for the time they are productively engaged in work necessary to fulfill the terms of the agreement. Actual rates of pay for principals actively involved in the project will be included in each supplement.
- b. The consultant's overhead or indirect salary costs.
- c. The fixed fee which represents the consultant's profit.

The Consultant and his subconsultant shall provide staff to perform all work authorized under this Contract. The Consultant shall bill the City for actual paid project time at the hourly rates specified in Attachment 1 hereto. No overtime rate shall be allowed.

**NON-SALARY COSTS**

- d. The Consultant shall be reimbursed for all work performed by subconsultant's, as pre-approved and authorized in writing by the City, at cost and subject to the terms and conditions of this Contract. Business and Occupation tax expenses incurred by the Consultant for subcontracted work performed, shall be considered cost. Cost reimbursable by City for subconsultant services, compensated by Consultant on a time and materials basis, shall not exceed the amount calculated using overhead allowance and professional fee percentages established in this contract. In

## EXHIBIT B

addition, all other terms of this section apply to determine the portion of subconsultant costs that are reimbursable by the City to the Consultant.

- e. For the use of the Consultant's and subconsultant's vehicles, the Consultant and subconsultants shall be reimbursed for mileage (within Pierce County only) at the rate of \$ 0.29 per mile . A report of mileage incurred shall accompany each invoice.
- f. Consultant and subconsultant shall not be compensated for travel time (labor).
- g. Reprographics made internally by the Consultant or subconsultants shall be reimbursable at \$2.00 each for blueline (22" x 34"), \$2.00 each for color computer printer plot (11" x 17"), \$25.00 each for Mylar (4 mil anti static), and \$.05 per page for large quantity reproduction of reports. Standard convenience copying is not reimbursable. All other internal reprographics expenses are not reimbursable. All reprographics made by third parties shall be considered direct costs.

### NON-ALLOWABLE EXPENSES

Expenses that are not directly reimbursable include all types of computer usage, plotter usage, communication charges - facsimile and telephone, meals, travel, and survey equipment usage charges (except as specified in 1e and 1f above).

The salary costs must be auditable and have been in effect for at least sixty (60) days prior to the execution date of this contract, except that a fee schedule adopted within such 60-day period pursuant to a regularly scheduled annual update of the consultant's standard, non-overtime amounts paid its employees, a overhead costs applicable to conduct its routine services, exclusive of environmental services related to laboratory operations, or other RCRA (Resource Conservation and Recovery Act) and CERCLA (Comprehensive Environmental Response, Compensation, and Liability Act) services, may be allowed subject to their inclusion in Attachment 1 hereto, and audit as may be conducted by the City, Pierce County, and/or the Washington State Department of Transportation. Salary costs presently in affect are set forth in Attachment 1. The City reserves for itself and Pierce County the right to audit and have reasonable access to Consultant and subconsultant financial records to verify billing amounts and City cost at any time during the life of the contract term plus three (3) years after the date the contract is terminated or expires. The City and Pierce County or their assigns shall have such access to financial records during normal business hours of the Consultant or subconsultant, provided at least seven (7) day advance notice of audit is provided by the City or Pierce County. The Consultant and subconsultants shall provide reasonable assistance to the City and Pierce County to facilitate the audit process. The Consultant and subconsultants will receive no additional compensation for this assistance.

### 2. INVOICING

The Consultant shall invoice monthly for all work performed. The invoice shall cover the preceding month on a calendar basis.

### 3. CHANGES IN BILLING RATES

No changes in the agreed upon salary costs, overhead rate, and the agreed upon fee percentage will be allowed during the term of the Consultant Services Contract.

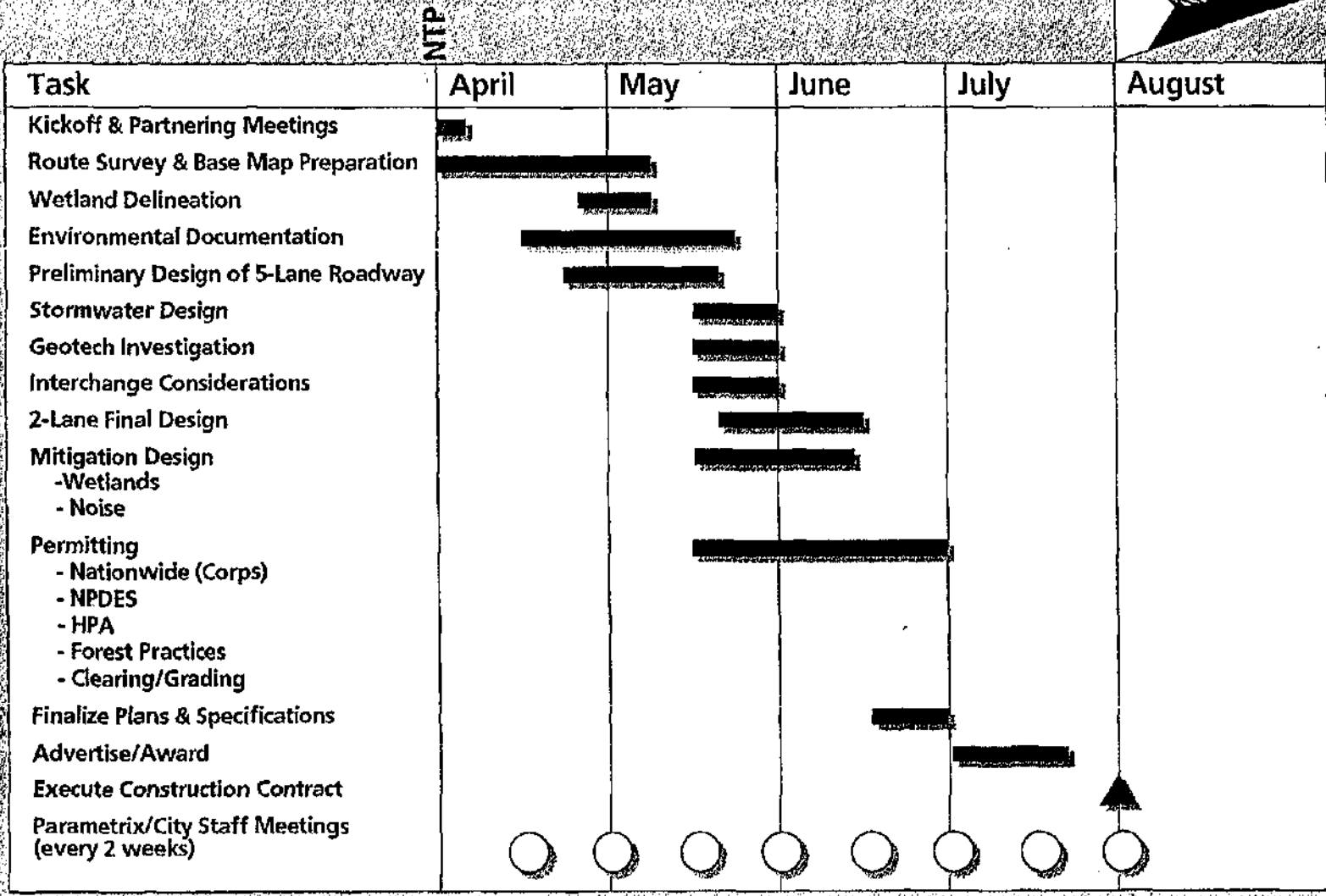
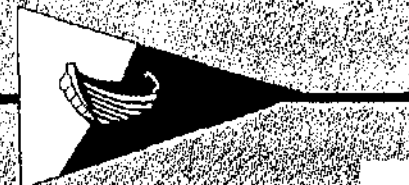
### ATTACHMENTS:

- (1) Hour and Cost Proposal

HOUR AND COST PROPOSAL

PROJECT: EAST - WEST ROAD IN GIG HARBOR WASHINGTON		PARAMETRIX, INC. HOURLY ESTIMATE																				TOTAL	TOTAL		
PROJ. NO.:	DATE:	PERSONNEL	Transportation Manager	Project Manager	Project Engineer	Project Engineer	CADD Manager	CADD Technician	Prof. Land Survey	2-person Support	Wetland Scientist	Wetland Ecologist	Drainage Specialist	Drainage Technician	Sr. Env. Planner	Env. Planner	Landscape Architect	Office Tech.	Graphics	Tech. Editor	Word Processing	QA/QC	HOUR	COST	
TASK NO.	DESCRIPTION	RATE	\$43	\$36	\$33	\$25	\$22	\$19	\$29	\$25	\$40	\$35	\$18	\$30	\$25	\$34	\$25	\$45	\$18	\$18	\$21	\$16	\$28		
1	Project Management	Subtotal		70														20				12	110	\$3,560	
2	Stakeholder Migs. and Public Participation	SubTotal	4	16	32													12	16					80	\$2,300
3	Survey and Alignment Determination	Subtotal		5	10				22	52	182													241	\$8,528
4	Interchange Impact Evaluation	Subtotal	12	16	8	8	2	15										4			2	4		72	\$2,074
5	Preliminary Engineering, Studies & RW	Subtotal		18	44	44	2	56	24			8	88	24	40	4		8		18	4	12		372	\$9,372
6	Environmental Documentation	Subtotal		4	8	8									48	128								198	\$5,440
7	Geotechnical Analysis	Subtotal		4	4			4																12	\$332
8	Landscaping	Subtotal		2	8												32							42	\$1,778
9	Plans, Specifications and Estimates	Subtotal		80	174	316	40	464													8	24		1116	\$27,130
10	Bidding Support and Evaluation	Subtotal		8	12			16																36	\$886
11	Construction Support Services	Subtotal		68	68		24	8																168	\$5,372
Staff Utilization Totals			16	309	368	378	68	564	48	52	152	8	88	24	40	52	128	40	38	32	14	40	12	2445	
																							Direct Labor		\$68,892
																							Overhead @ 1.80		\$120,408
																							Profit @ 0.23 x Labor		\$15,385
																							Total Labor		\$302,685
																							Expenses	Amount	Total
																							Mileage @ 0.28/mile	500	\$145
																							Plan Prints @ \$2.00 each	100	\$200
																							11"x17" Color Plots @ \$2.0	40	\$80
																							Mylar Originals @ \$25.00	30	\$750
																							Report Copies @ \$0.05	4000	\$200
																							Photos and other misc. expense		\$200
																							Expense Total		\$1,575
																							Subconsultants		
																							Hong West and Assoc.		\$12,594
																							Olsen and Assoc.		\$5,500
																							Subcon. Total		\$18,094 x 1.05 =
PROJECT TOTALS																							Project Total		\$224,306

# Project Schedule



**Parametrix, Inc.**

CITY OF GIG HARBOR  
EAST-WEST ROADWAY CONSTRUCTION PROJECT  
CONTRACT COMPLIANCE REQUIREMENTS  
FOR  
PROFESSIONAL & TECHNICAL SERVICES

The City of Gig Harbor, under its agreement with Pierce County for funding of the East-West Roadway Construction Project, and in accordance with the provisions of State law for multi-agency funded projects, will administer the Consultant Services Contract and the construction contract for this project in accordance with the policies adopted by Pierce County for minority and women owned businesses, and Equal Employment Opportunity/Affirmative Action. The Pierce County Council has adopted a policy of providing assistance to minority and women owned business enterprises (M/WBEs) to counter the effect of past and present discrimination in the consulting industry. Pierce County has also adopted Equal Employment Opportunity / Affirmative Action policies.

Consistent with these policies, the contractor must comply with the General, M/WBE and Affirmative Action/Equal Employment Opportunity requirements as set forth in the following attachments:

- Attachment 1: General Requirements
- Attachment 2: MBE/WBE Requirements
- Attachment 3: Equal Employment Opportunity / Affirmative Action policies.
- Attachment 4: Documentation Submittal Requirements

Any reference hereunder to a contractual relationship between the Consultant or Contractor and Pierce County shall be read and interpreted to mean a contractual relationship between the Consultant or Contractor, and Pierce County shall be read and interpreted in context relative to the East - West Roadway Construction Project, the term Consultant and Contractor are used in context interchangeably throughout this document to mean a contractual relationship between the Consultant or Contractor and the City of Gig Harbor. Any reference hereunder to "Professional and Technical Services" or "Professional and Technical Services contract" shall for the purposes of this project be read and interpreted to mean consultant services, and the Consultant Services Contract for the East - West Roadway Construction Project, respectively.

GENERAL REQUIREMENTS

A. SCOPE

This Attachment specifies General Requirements which are applicable to Professional & Technical Services.

B. DEFINITIONS

The following definitions are applicable to all regulations contained in these attachments. All words shall have their ordinary and usual meanings except those defined in this section which shall have in addition, the meaning set forth below. Any reference to Pierce County or County shall for purposes of this Consultant Services Contract be read and interpreted in context to mean the City of Gig Harbor, a municipal corporation in the State of Washington.

1. "Affirmative Efforts" shall mean making vigorous attempts in good faith to contact and contract with minority and women businesses.
2. "Certified" shall mean that a business has met the certification requirements of the Office of Minority and Women's Business Enterprises of the State of Washington and has been designated by them as a legitimate MBE, WBE, or Combination M and WBE.
3. "Contractor" shall mean any person, partnership, corporation, or other type of business entity which has a contract with Pierce County for the provision of services.
4. "Equal Employment Opportunity" shall mean the opportunity for all contractor or subcontractor's employees and applicants for employment to be treated fairly and equally throughout their relationships with those firms without unlawful discrimination.
5. "Good Faith Effort" shall mean that real and positive effort by a contractor or subcontractor to meet affirmative action and equal opportunity requirements. In addition, it shall mean that commitment by a proposer on the Pierce County consultant services contracts to locate and utilize MBE and WBE as subcontractors, if subcontractors are to be utilized in the performance of the work.
6. "Minority Business" means a business certified by the Office of Minority and Women's Business

Enterprises of the State of Washington as a minority business enterprise which is owned and controlled by a minority person or persons as defined in this section.

7. "Minority or Minorities" means a person who is a citizen or legal resident of the United States and who is a member of one or more of the following historically disadvantaged racial or ethnic groups:
  - a. Black: Having origins in any of the Black racial groups of Africa;
  - b. Hispanic: Of Mexican, Puerto Rican, Cuban, or Central or South American culture or origin (note: for certain federal and state funded projects, this classification shall include persons of Portuguese culture or descent);

EXHIBIT C  
Attachment 1

- c. Asian: Having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands; and,
  - d. Native American: Having origins in any of the original American Indian or Alaskan Native peoples or North America.
8. "OMWBE" shall mean the Washington State Office of Minority and Women's Business Enterprises.
9. "Subcontractor" shall mean a business which receives any assignment of work from either the contractor or any subcontractor on this project. An assignment of work is any request by one firm of another to perform specific services in the performance of this contract. A written, contractual agreement for such work assignment which binds the subcontractor to the terms of the prime contract must be executed for all subcontractors, and all documentation required by the contract must be submitted to the Public Works Director.
10. "Women" or "Female" used interchangeably within this document to denote a person of the feminine gender. Please note that unless these terms are specifically used to set women apart from men, that these specifications are, for all intents and purposes, gender neutral.
11. "Women's Business" means a business certified by the Office of Minority and Women Business Enterprises of the State of Washington as women's business enterprise and which is owned and controlled by women.

MBE/WBE REQUIREMENTS

A. SCOPE

This Attachment specifies MBE/WBE Utilization Requirements which are applicable to Professional & Technical Services.

B. MBE/WBE UTILIZATION REQUIREMENTS

The following requirements are applicable to all Professional & Technical Services in excess of \$10,000.

1. M/WBE UTILIZATION GOALS:

Pierce County has no set numerical percentage goals for M/WBE Utilization in Professional & Technical Service contracts, but requires the service contractor to make affirmative efforts to locate and utilize M/WBE firms in the performance of the work, where practical. This only applies if subcontractors will be utilized by the contractor.

2. COMPLIANCE REQUIREMENTS: WHEN WORK IS NOT SUBLET:

a. If the contractor is capable of performing and elects to perform all the work of the Professional and Technical Services Contract, the Contractor must:

- l) Complete signature block of MBE/WBE certification form in the proposal (checking "Will Not" box to signify that all Professional & Technical Services will be done by the contractor's own workforce).

3. COMPLIANCE REQUIREMENTS - WHEN WORK IS SUBLET:

If the contractor elects to subcontract any portion of the work, the Contractor shall make affirmative efforts to solicit and utilize M/WBEs as subcontractors by taking the following actions:

- a. Obtain listings of M/WBEs capable of performing the specified work, (available from Contract Compliance Division or State of Washington Office of Minority & Women's Business Enterprises and;
- b. Solicit proposals from M/WBEs by written request, and;
- c. Certify and provide evidence that the aforementioned requirements have been met by submitting a completed and signed MBE/WBE certification form with proposal and;
- d. To the greatest extent practical, award subcontracts to M/WBEs who are capable of performing the requested work.

Minority and Women's Business Enterprises utilized by Professional & Technical Services contractors to meet the requirements herein shall be certified by the Washington State Office of Minority and Women's Business Enterprises (OMWBE). A directory of such businesses is



EXHIBIT C  
Attachment 2

published quarterly by the State OMWBE. Copies of the directory are available from the State OMWBE (206-753-9693) or may be viewed at the Public Works Dept., 2401 South 35th, Suite 150, Tacoma 98409; the Tacoma Public Library, 1102 Tacoma Avenue South, Tacoma, and at the Pierce County Library, 2356 Tacoma Avenue South, Tacoma.

The contractor shall bring to the attention of the County any situation in which a regularly scheduled progress payment(s) to a M/WBE subcontractor(s) is not made in a timely manner and the reasons that such payment(s) was delayed.

EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION

A. SCOPE

This Attachment specifies Equal Employment Opportunity/Affirmative Action Requirements for all firms performing work in connection with the execution of this Professional & Technical Services contract.

B. BASIC REQUIREMENTS

The contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

The following requirements are applicable to all Professional & Technical Services in excess of \$10,000 for firms with a total of 10 or more employees.

In connection with the execution of this agreement, the contractor shall comply with the EEO/AA requirements and training specifications herein and shall not violate any of the terms of Chapter 49.60 of the Revised Code of Washington, Title VII of the Civil Rights Act of 1964, or any other applicable federal, state, or local law or regulations regarding nondiscrimination, including the Pierce County Affirmative Action Plan, Section 3.16.030 of the Pierce County Code. (Ord. 90-81 § 3 (part), 1990)

The contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. The contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

C. EMPLOYMENT GOALS:

In keeping with the County Equal Employment Opportunity policy, all Professional & Technical Services larger than \$10,000.00 with firms having 10 or more employees in their own workforce shall have the following goals for employment.

12.2% - 15% for employment of minorities; and

6.9% for employment of women.

These goals are for the contractor's and each subcontractor's aggregate workforce in each trade on all service contracts with Pierce County, whether or not such work is funded by the County. In order to show the present composition of the contractor's/subcontractor's workforce, a "Personal Inventory Form" is included in this agreement. This completed form must be returned to Pierce County, Contract Compliance Division, immediately.

D. SCOPE

Pierce County does not require the contractor to terminate, layoff, or re-assign any person employed by the contractor as part of its full-time staff at the commencement of this service contract in order to achieve these goals and requirements; however, should the contractor add new employees to its Pierce County project workforce during the course of this Professional and Technical Services contract, then that contractor shall make a "good faith" effort to meet the minority and women employment goals in accordance with the specifications set forth herein.

E. CONTRACT COMPLIANCE

Whenever the contractor subcontracts a portion of the work involving this contract, it shall specifically include in writing in each subcontract in excess of \$10,000, the provisions of these specifications including applicable goals for minority and female participation.

F. USE PIERCE COUNTY RESIDENTS AND LOCAL BUSINESSES:

All parties doing business with Pierce County shall be encouraged to utilize Pierce County residents and local businesses whenever qualifications and cost effectiveness are deemed competitive. (Ord. 90-81 § 3 (part), 1990)

DOCUMENTATION REQUIREMENTS FOR LOCALLY FUNDED PROJECTS

A. SCOPE

This Attachment specifies requirements for documentation submittal for all firms performing work on this Professional & Technical Services agreement.

B. SUBMITTAL REQUIREMENTS

1. Certificate of non-segregated facilities: Contractor shall submit with proposal, each subcontractor shall submit when work is sublet.
2. Personnel Inventory Form: Contractor shall submit upon execution of agreement. Subcontractor shall submit at time that work is sublet.
3. Affidavits of Amount Paid M/WBE Participant: Prior to submittal of the final pay request for each M/WBE subcontractor, the contractor shall submit to Pierce County an Affidavit Amounts Paid showing the total payments made to date and the amount of their projected final payment.

MBE/WBE CERTIFICATION FORM

I, the official representative of (Proposer's name) \_\_\_\_\_, do hereby acknowledge that Pierce County has established a policy requiring affirmative efforts to contact, solicit proposals and utilize, to the greatest extent practicable minority, women and disadvantaged business enterprises for this project, if subcontractors are to be utilized in the performance of the work. The proposer [ ] will [ ] will not utilize subcontractors in the performance of the work. The proposer will notify the City Public Works Director and Pierce County during each phase of work if a subcontractor will be utilized. Note: If no subcontractors will be utilized, disregard the remainder of this form, and sign in the space provided at the bottom of the form).

The proposer will utilize subcontractors in the performance of the work, and certifies that the following M/WBEs were contacted in an effort to solicit proposals for phases of the work to be subcontracted, and further certifies that, if selected to perform the work specified herein, the contractor will award subcontracts to the firm(s) as indicated below.

Firm Name/Address/Phone OMWBE Certification Number	Work Item(s) Solicited	Proposal Rec'd	Award? (yes/no)	M/WBE

NOTE: Failure to complete each portion of this form may result in rejection of bid! Use additional pages if necessary.

1. List full name and address of each firm listed to be utilized to meet Contracting Agency goals.
2. List specific work to be accomplished or supplies to be furnished by MBE/WBE to meet Contracting Agency goals.
3. If you have any questions, please call the Pierce County Contract Compliance Officer at (206) 591-7250.

BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_ PHONE: \_\_\_\_\_

CERTIFICATION OF NONSEGREGATED FACILITIES

The contractor certifies that no segregated facilities are maintained and will not be maintained during the execution of this contract at any of contractor's establishments.

The contractor further certifies that none of the contractor's employees are permitted to perform their services at any location under the contractor's control during the life of this contract where segregated facilities are maintained. The contractor certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained.

The contractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color or national origin, because of their habit, local custom, or otherwise.

The contractor agrees that identical certifications from proposed contractors will be obtained prior to the award of any subcontracts. Contractor will retain a copy of any subcontractor's certification and will send original to Contract Compliance Division.

\* State of Washington )  
\*\* County of \_\_\_\_\_ )

\_\_\_\_\_  
\_\_\_\_\_

FIRM NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_

Signed and sworn to (or affirmed) before me on \_\_\_\_\_  
Date

Seal \_\_\_\_\_  
\_\_\_\_\_  
(print name)  
NOTARY PUBLIC in and for the State of Washington,  
residing at \_\_\_\_\_  
My Commission expires \_\_\_\_\_

WASHINGTON STATE LIQUOR CONTROL BOARD-License Services  
1025 E Union - P O Box 43075  
Olympia WA 98504-3075

RECEIVED

TO: MAYOR OF GIG HARBOR

March 19, 1997

MAR 21 1997

SPECIAL OCCASION #363995

CLASS: J

CITY OF GIG HARBOR

TACOMA COMMUNITY COLLEGE  
PENINSULA ADULT BASIC EDUCATION PROGRAM  
6406 38TH AVE NW  
GIG HARBOR WA 98335

DATE: APRIL 17, 1997

TIME: 4:00PM TO 7:00PM

PLACE: TACOMA COMMUNITY COLLEGE, GIG HARBOR CENTER  
6406 38TH AVE NW., GIG HARBOR

CONTACT: NORMA WHITACRE 206-851-2424

SPECIAL OCCASION LICENSES

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

If return of this notice is not received in this office within 20 days (10 days notice given for Class I) from the date above, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES\_\_\_ NO\_\_\_
2. Do you approve of location? YES\_\_\_ NO\_\_\_
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES\_\_\_ NO\_\_\_

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

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

---

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



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

RECEIVED

MAR 31 1997

PIERCE COUNTY EXECUTIVE

DATE: 3/25/97

RECEIVED

APR 7 1997

CITY OF GIG HARBOR

TO: PIERCE COUNTY EXECUTIVE

RE: NEW APPLICATION

License: 072786 - 2E County: 27  
 Tradename: MARKET EXPRESS  
 Loc Addr: PT FOSDICK/OLYMPIC DR  
 GIG HARBOR WA 98335

Mail Addr: 5006 PT FOSDICK DR NW  
 GIG HARBOR WA 98335-1715

Phone No.: 503-635-7505 RON MCSHERION

APPLICANTS:

EUREKA MANAGEMENT GROUP, INC.

MC PHERSON, RONALD EVANS  
 10-08-44 543-48-1738  
 KAPLAN, MELVIN J  
 06-29-37 027-28-7154

Classes Applied For:

- E Beer by bottle or package - off premises
- F Wine by bottle or package - off premises

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

- |  | YES                      | NO                       |
|--|--------------------------|--------------------------|
| 1. Do you approve of applicant ? .....   | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Do you approve of location ? .....  | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? ..... | <input type="checkbox"/> | <input type="checkbox"/> |

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

Pierce County Executive



C090080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 4/03/97

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
FOR EXPIRATION DATE OF 6/30/97

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	CLASSES
1 HARVESTER GIG HARBOR, INC.	HARVESTER RESTAURANT 5601 SOUNDVIEW DR GIG HARBOR WA 98335 0000	366707	H
2 KEITH UDDENBERG, INC.	KEITH UDDENBERG THRIFTWAY 3110 JUDSON AVE GIG HARBOR WA 98335 0000	362719	E F
3 KEITH UDDENBERG, INC.	STOCK MARKET FOODS #332 5500 OLYMPIC DR BLDG B GIG HARBOR WA 98335 0000	076448	E F

RECEIVED  
APR 10 1997  
CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on JUNE 30, 1997. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and JUNE 30, 1997, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LESTER C. DALRYMPLE, Supervisor  
License Division  
Enclosures

MAYOR OF GIG HARBOR  
3105 JUDSON ST  
GIG HARBOR

WA 983350000

RECEIVED  
APR 10 1997  
CITY OF GIG HARBOR

MAYOR'S REPORT  
April 14, 1997



**A STATEWIDE EARTHQUAKE DROP, COVER & HOLD DRILL**

On April 24, 1997, at 9:56 a.m., the city will participate in the statewide Drop, Cover & Hold Drill.

Update on Local Planning / Training

Two meetings held this past week by the Gig Harbor Key Peninsula Emergency Preparedness Committee and the area agency response teams organized through Fire District #5 resulted in the combining of training, training staff, curriculum, scheduling of classes and storage of educational materials at the Emergency Operation Center (E.O.C.) on Bujacich Road.

Fire Chief Larry Claiborne will soon be informing the community of training times available for C.E.R.T. (Citizen Emergency Response Teams) training along with training classes focusing on the critical 72 Hour survival time following a devastating earthquake or other disaster. The "72 Hour" Training will focus on survival for families and neighborhoods during those first critical hours.

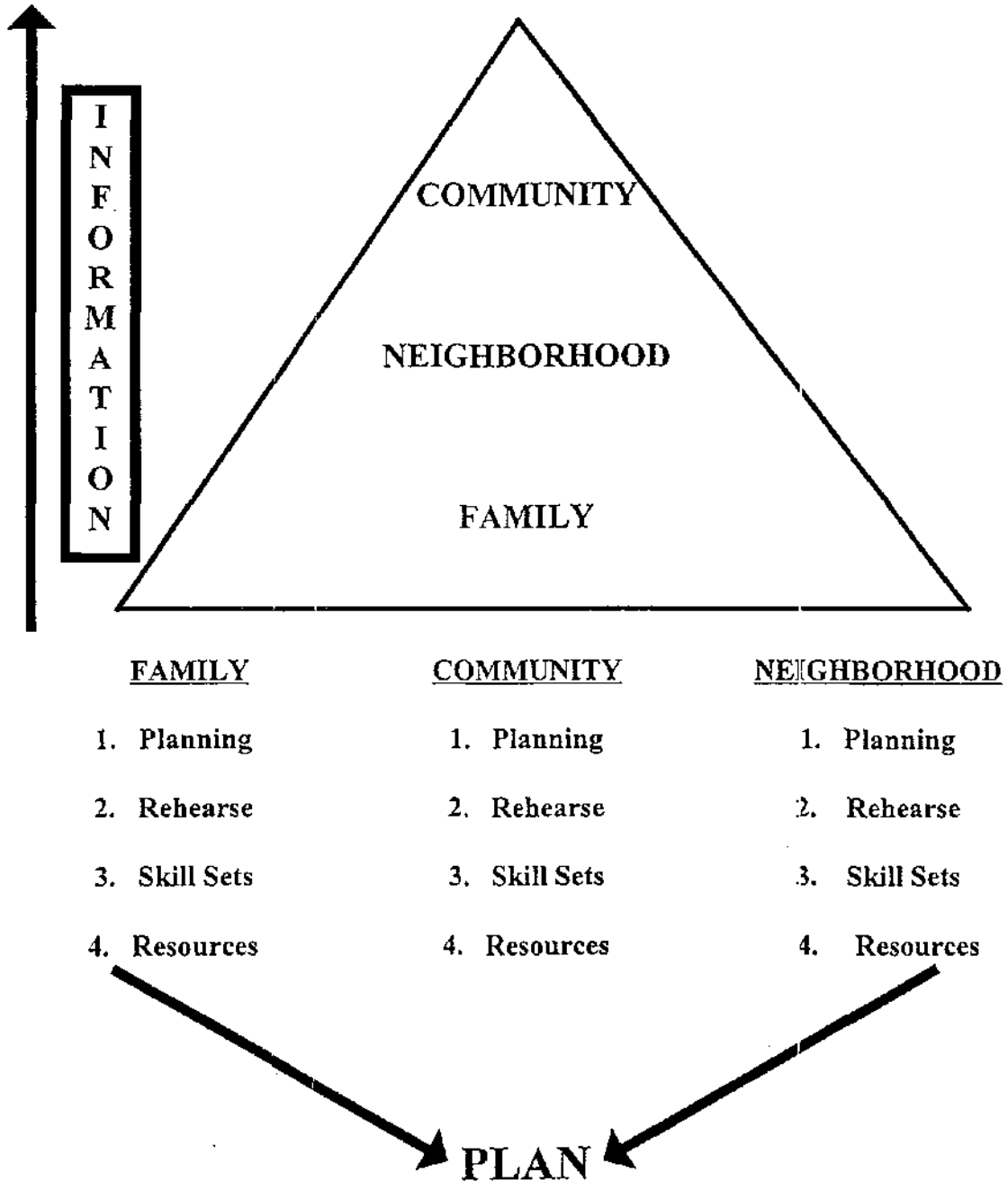
The C.E.R.T. trainer personnel will provide a liaison between the neighborhoods and the professional response agencies coordinating through the E.O.C.

The latest wind storm on Easter Sunday was yet another wake up call pointing to that most important communication link between Peninsula Light Company and KGHP radio. The community wants to know what's happening when the power goes off and the best way to find out is KGHP. An effort continues between the Peninsula School District and the Peninsula Light Company to upgrade the system.

Our thanks and appreciation go to the on-line employees of Peninsula Light. They are the first to get the calls, the first to respond and the employees in the most danger of personal injuries. Of the three men injured during that freak windstorm, one remains in critical condition.

We have all learned a great deal from a season of very unusual weather. Could fire storms from the sun be next? It's best to be as prepared as possible, but somehow I don't think sunscreen is the answer to that eventuality. Learning and preparation will continue.

# TIERED EMERGENCY PREPAREDNESS/RESPONSE



Prepare...



Because You Care.

# Drill Plan

## Statewide Earthquake: Drop, Cover and Hold Drill April 24, 1997—9:56 a.m.

A statewide earthquake "Drop, Cover and Hold Drill" will be an important part of Disaster Preparedness Month activities. This drill will remind Washingtonians what to do during the first seconds of an earthquake.

### Radio and TV Participation Drill Message

All Washington radio and television stations will be urged to promote the drill in advance, and to broadcast the message at 9:56 a.m. on April 24, 1997.

To begin the drill radio and television stations throughout the state will air a message on the Emergency Alert System. Washingtonians who are tuned in will be asked to actually participate in the "Drop, Cover and Hold Drill."

### How to Participate

- Plan to conduct a drill at home, school or work. Remember, this drill is for everyone in Washington, not just schools. Get authorization for the drill from your agency director, and coordinate with your building or facility manager.
- Encourage employee participation by posting announcements about the drill ahead of time.
- Listen to the drill message broadcast by your local station. Be sure to confirm station participation in advance, tune in by 9:45 a.m., and have your own signal ready in case of communication interruptions. As an alternative, you may broadcast your own message over your facility's public address system or use a different signal, such as a whistle or bell. (Be sure drill participants know in advance what signal will be used.)
- At 9:56 a.m. on April 24, imagine that an earthquake is occurring. *Drop* under a sturdy desk or table, *cover* your head, and *hold* onto the desk or table until the drill message has been completed (about 60 seconds).
- Be sure to take *drop, cover* and *hold* protective actions *even if* your local radio or television station does not broadcast the drill message.
- If you can't safely participate in the drill, go through the drill procedure mentally.
- Use the drill as an opportunity to discuss other essential earthquake safety actions with family, friends and coworkers.

### Further Information

For more information on the statewide "Drop, Cover and Hold Drill" on April 24, or additional earthquake safety tips, contact your local city or county emergency management agency, the American Red Cross, or the State Disaster Preparedness Month Program Coordinator at (360) 923-4551.



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER, CHIEF OF POLICE**  
**SUBJECT: FEBRUARY INFORMATION FROM PD**  
**DATE: APRIL 8, 1997**

Attached are the activity statistics for March 1997. We made three arrests related to last month's commercial burglaries. This cleared two of those cases and we recovered some of the stolen property. Det. Entze made the arrests and is following up on the related cases.

Our first evening meeting for business owners had no attendees. Never the less, we will be offering a second meeting this month.

Five Reserve Officers provided 160.5 hours of service in March. This included 118.5 hours of patrol time, and 51 hours of training.

Explorers contributed 104 hours in March. This time was split between three training meetings, five ride-alongs, and two community traffic control functions. Two Explorers resigned due to time conflicts, leaving us with 11 Explorers. The Explorers are preparing for the upcoming Blue Mountain Challenge in Eastern Washington.

The Marine Services Unit completed 10 patrol hours, two hours of safety presentations, and 40 hours of training last month. The patrol boat was extensively damaged while being transported from a repair facility by our maintenance contractor. We are working with the at fault driver's insurance company at this time and hope to begin repairs very soon. Reserve officer Dave Baca completed 40 hours of basic marine enforcement training and will now be able to augment our paid officers on marine patrol.

The two reserve bike officers completed their training in March and are now on the road. This gives us three bike trained officers.



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

March 1997

	<u>MAR</u> <u>1997</u>	<u>YTD</u> <u>1997</u>	<u>YTD</u> <u>1996</u>	<u>%chg to</u> <u>1996</u>
CALLS FOR SERVICE	<u>327</u>	<u>818</u>	<u>725</u>	+ <u>12</u>
CRIMINAL TRAFFIC	<u>14</u>	<u>41</u>	<u>48</u>	- <u>14</u>
TRAFFIC INFRACTIONS	<u>41</u>	<u>144</u>	<u>151</u>	- <u>4</u>
DUI ARRESTS	<u>5</u>	<u>12</u>	<u>10</u>	+ <u>20</u>
FELONY ARRESTS	<u>3</u>	<u>19</u>	<u>8</u>	+ <u>137</u>
MISDEMEANOR ARRESTS	<u>9</u>	<u>26</u>	<u>37</u>	- <u>29</u>
WARRANT ARRESTS	<u>6</u>	<u>13</u>	<u>16</u>	- <u>18</u>
CASE REPORTS	<u>88</u>	<u>214</u>	<u>208</u>	+ <u>2</u>
REPORTABLE VEHICLE ACCIDENTS	<u>15</u>	<u>28</u>	<u>30</u>	- <u>6</u>





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

3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(206) 851-8136

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: TOM ENLOW, FINANCE DIRECTOR**  
**DATE: April 11, 1997**  
**SUBJECT: Quarterly Finance Reports**

Attached are the quarterly financial reports for the first quarter of 1997.

Total resources, including all revenues and beginning cash balances, are at 35% of the annual budget. Total beginning cash balances were 10% higher than budgeted. First quarter revenues, excluding cash balances, are only at 9% of the annual budget while expenditures are at 7%.

Overall General Fund revenues (excluding beginning balance) are at 18% of budget. The variance from the expected 25% is explained by: property taxes which are received primarily in the second and fourth quarters; \$146,250 of park grants which will be received after the project is underway; and budgeted sales tax from the annexations which we should begin to receive in the second quarter.

General Fund expenditures are at 14% of budget with all departments well within 25% of budget.

Street revenues are only 1% and expenditures 2% of budget because of the \$3.6 million of projects and \$3.5 million of related revenue and transfers which have not yet begun.

Water and Sewer revenues are 23% and 21% of budget. Water expenditures are 10% of budget while Sewer expenditures were 19%. We will continue to keep a close eye on Sewer expenditures and cash balances.

The annexations have had little financial effect on the City's first quarter. In the second quarter, we will have two new police officers, reduced utility rates, increased street maintenance and other costs. We will also begin to receive sales, utility and diverted road taxes.

Due to the timing of our annexations, the City will begin to receive property taxes from Gig Harbor North in 1998 and from the Westside in 1999. However, once the annexations are entered into the County Assessor's system, County road tax collections for the area are diverted to the City. The timing of the annexations and actual functioning of the Assessor's system was so uncertain at budget time, that we budgeted nothing for

diverted road tax. The annexations are now reflected in the property tax system and the Assessor estimates that the City will receive \$366,783.02 in diverted road taxes in 1997.

Diverted road tax must be spent on road maintenance or projects. However, we budgeted \$289,400 of general property taxes in the Street Fund and a \$100,000 transfer from the General Fund. Therefore, we could amend the budget and use some of the general property taxes and transfer for any general government purpose, including streets.

The ultimate cost of many budgeted projects and purchases was uncertain at the time of budget adoption. There also may be unanticipated costs in the new annexation areas. We still haven't received any sales taxes from the Westside to assure us that our budget was accurate.

I recommend that we wait at least until after June property and sales tax collections are known to make any plans for this un-budgeted revenue.

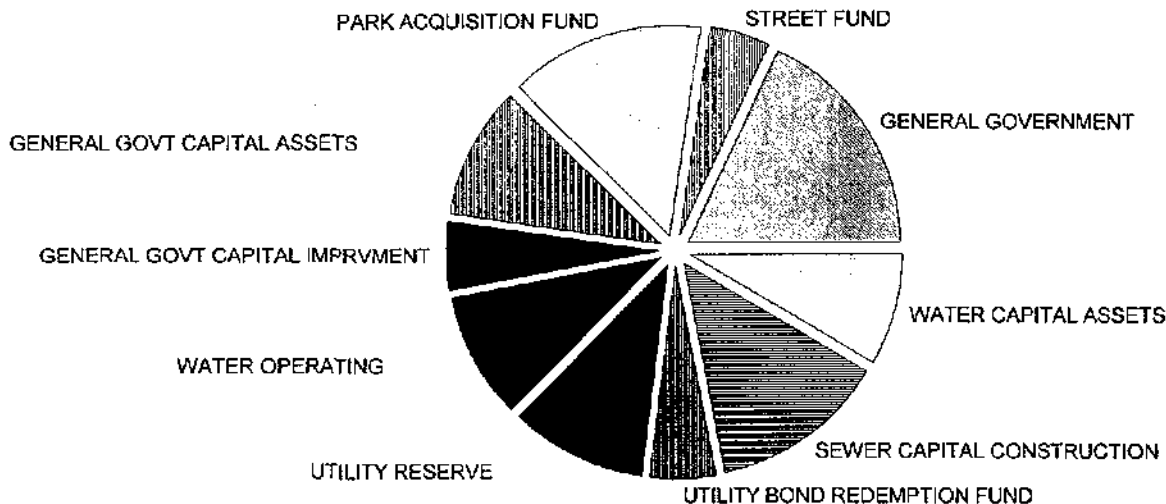
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF MARCH 31, 1997**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$823,058	\$564,052	\$520,213	(\$38,041)	\$828,856
101	STREET FUND	282,314	38,628	97,489	(7,641)	215,813
105	DRUG INVESTIGATION FUND	13,467	157	253	(1,466)	11,906
107	HOTEL-MOTEL FUND	4,399	1,849	-	-	6,248
109	PARK ACQUISITION FUND	682,058	8,958	4,478	-	686,538
200	'78 GO BONDS - FIRE	7,733	102	-	-	7,835
201	'75 GO BONDS - SEWER	5,103	67	-	-	5,170
203	'87 GO BONDS - SEWER CONSTR	38,443	3,032	-	(85)	41,390
208	91 GO BONDS - SOUNDVIEW DRIVE	6,756	88	-	(88)	6,756
301	GENERAL GOVT CAPITAL ASSETS	450,098	14,544	-	-	464,641
305	GENERAL GOVT CAPITAL IMPRVMEN	236,081	11,723	-	-	247,805
401	WATER OPERATING	386,580	148,676	80,008	(15,002)	440,246
402	SEWER OPERATING	74,327	196,174	197,881	(1,282)	71,338
407	UTILITY RESERVE	474,937	5,659	-	-	480,596
408	UTILITY BOND REDEMPTION FUND	300,085	7,150	70,894	-	236,342
410	SEWER CAPITAL CONSTRUCTION	565,380	50,043	2,692	5,310	618,041
411	STORM SEWER OPERATING	48,865	33,076	31,125	(10,433)	40,382
420	WATER CAPITAL ASSETS	406,475	10,977	24,381	(215)	392,855
605	LIGHTHOUSE MAINTENANCE TRUST	3,434	43	-	(205)	3,271
631	MUNICIPAL COURT	0	11,339	11,339	-	0
801	CLEARING CLAIMS	0	-	-	-	0
		<u>\$4,809,592</u>	<u>\$1,106,335</u>	<u>\$1,040,751</u>	<u>(\$69,148)</u>	<u>\$4,806,028</u>

**COMPOSITION OF CASH AND INVESTMENTS  
AS OF MARCH 31, 1997**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$300
CASH IN BANK		1.49%	28,107
LOCAL GOVERNMENT INVESTMENT POOL		5.37%	4,286,041
STUDENT LOAN MKT ASSN. (SALLY MAE)	06/01/98	6.10%	491,580
			<u>\$4,806,028</u>

**Ending Cash Balances By Fund No.**

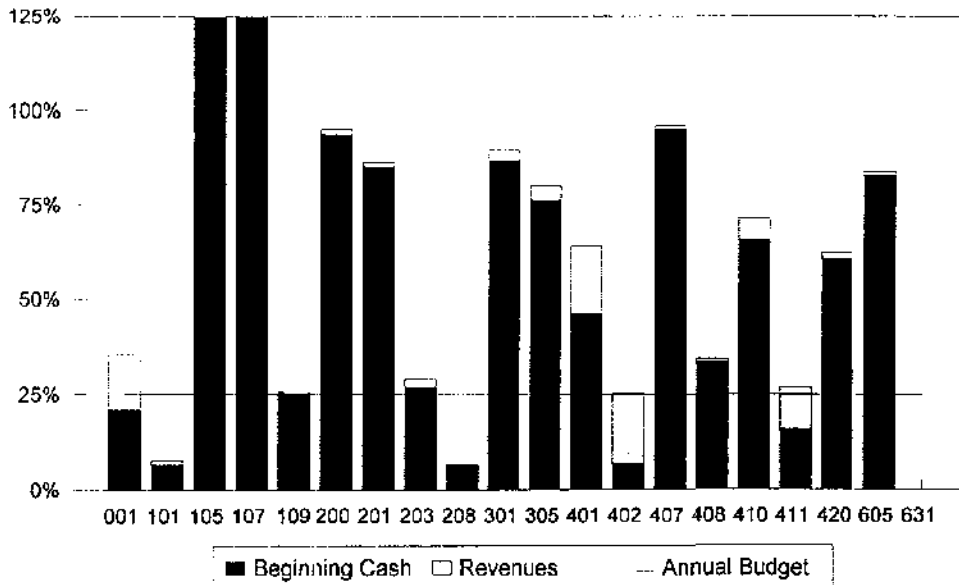


Smaller balances are excluded from chart

**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING MARCH 31, 1997**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$3,896,821	\$1,387,110	\$2,509,711	35.60%
101	STREET FUND	4,212,574	320,942	3,891,632	7.62%
105	DRUG INVESTIGATION FUND	8,200	13,624	(5,424)	166.15%
107	HOTEL-MOTEL FUND	3,500	6,248	(2,748)	178.51%
109	PARK ACQUISITION FUND	2,700,000	691,015	2,008,985	25.59%
200	'78 GO BONDS - FIRE	8,250	7,835	415	94.97%
201	'75 GO BONDS - SEWER	6,000	5,170	830	86.17%
203	'87 GO BONDS - SEWER CONSTR	143,200	41,475	101,725	28.96%
208	91 GO BONDS - SOUNDVIEW DRIVE	105,000	6,844	98,156	6.52%
301	GENERAL GOVT CAPITAL ASSETS	520,000	464,641	55,359	89.35%
305	GENERAL GOVT CAPITAL IMPROVEMENT	310,000	247,805	62,195	79.94%
401	WATER OPERATING	838,100	535,255	302,845	63.87%
402	SEWER OPERATING	1,065,744	270,501	795,243	25.38%
407	UTILITY RESERVE	500,000	480,596	19,404	96.12%
408	UTILITY BOND REDEMPTION FUND	896,786	307,236	589,550	34.26%
410	SEWER CAPITAL CONSTRUCTION	860,000	615,422	244,578	71.56%
411	STORM SEWER OPERATING	307,000	81,941	225,059	26.69%
420	WATER CAPITAL ASSETS	671,000	417,451	253,549	62.21%
605	LIGHTHOUSE MAINTENANCE TRUST	4,150	3,477	673	83.78%
631	MUNICIPAL COURT	-	11,339	(11,339)	NA
		<b>\$17,056,325</b>	<b>\$5,915,927</b>	<b>\$11,140,398</b>	<b>34.68%</b>

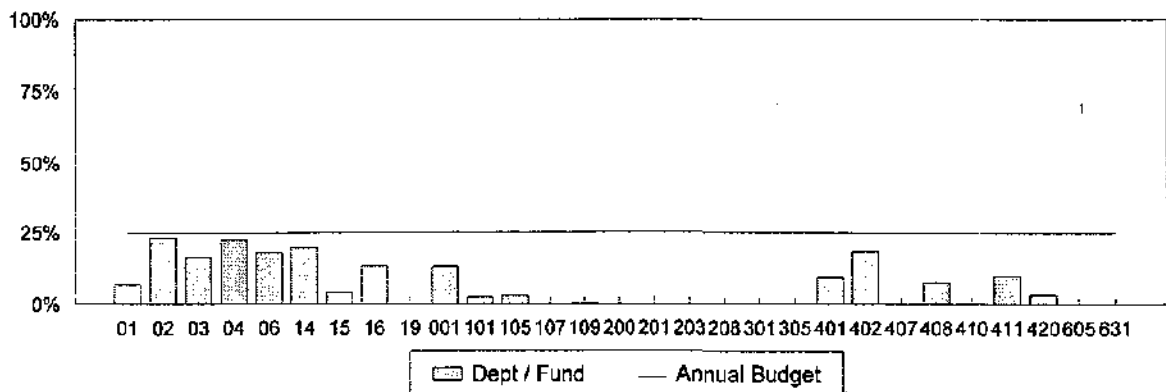
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING MARCH 31, 1997**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$951,464	\$66,701	\$884,763	7.01%
02	LEGISLATIVE	19,000	4,436	14,564	23.35%
03	MUNICIPAL COURT	248,395	41,673	206,722	16.78%
04	ADMINISTRATIVE/FINANCIAL	405,450	91,800	313,650	22.64%
06	POLICE	1,120,397	205,497	914,900	18.34%
14	COMMUNITY DEVELOPMENT	354,622	70,779	283,843	19.96%
15	PARKS AND RECREATION	560,550	23,558	536,992	4.20%
16	BUILDING	117,000	15,768	101,232	13.48%
19	ENDING FUND BALANCE	119,693	-	119,693	-
001	TOTAL GENERAL FUND	3,896,571	520,213	3,376,358	13.35%
101	STREET FUND	4,212,574	97,489	4,115,085	2.31%
105	DRUG INVESTIGATION FUND	8,200	253	7,947	3.08%
107	HOTEL-MOTEL FUND	3,500	-	3,500	-
109	PARK ACQUISITION FUND	2,700,000	4,478	2,695,522	0.17%
200	'78 GO BONDS - FIRE	8,250	-	8,250	-
201	'75 GO BONDS - SEWER	6,000	-	6,000	-
203	'87 GO BONDS - SEWER CONSTR	143,200	-	143,200	-
208	91 GO BONDS - SOUNDVIEW DRIVE	105,000	-	105,000	-
301	GENERAL GOVT CAPITAL ASSETS	520,000	-	520,000	-
305	GENERAL GOVT CAPITAL IMPROVEM	310,000	-	310,000	-
401	WATER OPERATING	838,100	80,008	758,092	9.55%
402	SEWER OPERATING	1,065,744	197,881	867,863	18.57%
407	UTILITY RESERVE	500,000	-	500,000	-
408	UTILITY BOND REDEMPTION FUND	896,787	70,894	825,893	7.91%
410	SEWER CAPITAL CONSTRUCTION	850,000	2,692	847,308	0.32%
411	STORM SEWER OPERATING	307,000	31,125	275,875	10.14%
420	WATER CAPITAL ASSETS	671,000	24,381	646,619	3.63%
605	LIGHTHOUSE MAINTENANCE TRUST	4,150	-	4,150	-
631	MUNICIPAL COURT	-	11,339	(11,339)	NA
		<b>\$17,046,076</b>	<b>\$1,040,751</b>	<b>\$16,005,325</b>	<b>6.11%</b>

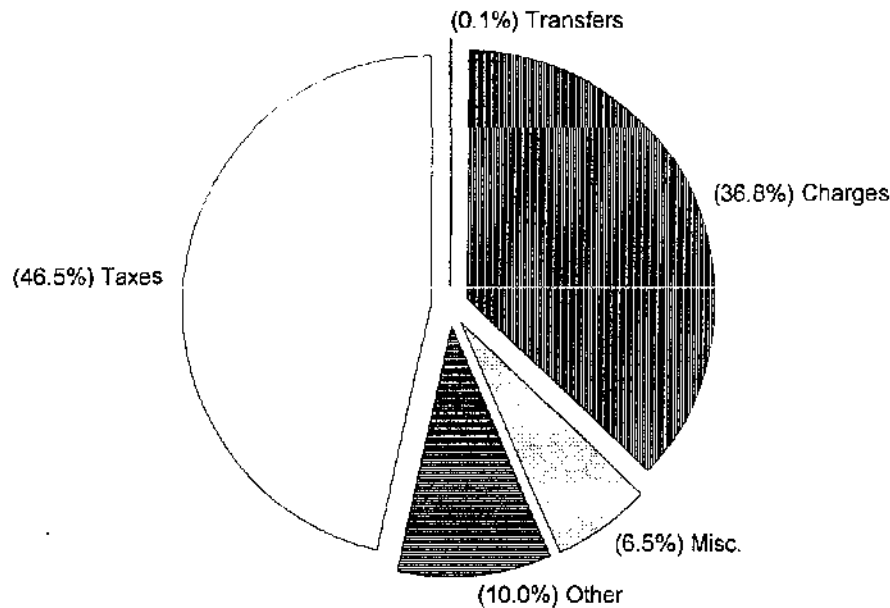
**Expenditures as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING MARCH 31, 1997**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$514,802
Licenses and Permits	21,605
Intergovernmental	58,237
Charges for Services	407,310
Fines and Forfeits	16,013
Miscellaneous	71,925
Non-Revenues	14,977
Transfers and Other Sources of Funds	1,465
<b>Total Revenues</b>	<b>1,106,335</b>
Beginning Cash Balance	4,809,592
<b>Total Resources</b>	<b><u>\$5,915,927</u></b>

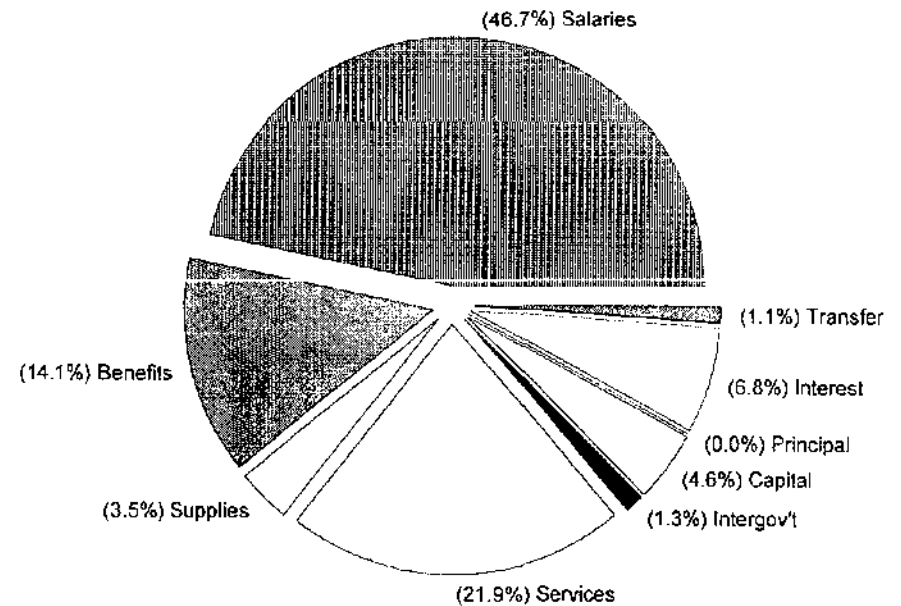
**Revenues by Type - All Funds**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING MARCH 31, 1997**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$486,521
Personnel Benefits	146,607
Supplies	36,866
Services and Other Charges	227,756
Intergovernmental Services and Charges	13,178
Capital Expenditures	47,590
Principal Portions of Debt Payments	0
Interest Expense	70,894
Transfers and Other Uses of Funds	11,339
<b>Total Expenditures</b>	<b>1,040,751</b>
Ending Cash Balance	4,806,028
<b>Total Uses</b>	<b><u>\$5,846,779</u></b>

**Expenditures by Type - All Funds**



**CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
BY FUND TYPE  
AS OF MARCH 31, 1997**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPE
<b>ASSETS</b>								
CASH	\$5,538	\$10,660	\$398	\$16,596	\$11,810	-	-	\$28,407
INVESTMENTS	823,318	1,625,562	60,753	2,509,632	2,267,989	-	-	4,777,621
RECEIVABLES	21,221	32,992	7,569	61,781	2,694,096	-	-	2,755,878
FIXED ASSETS	-	-	-	-	11,831,296	-	5,564,542	17,395,838
OTHER	-	-	-	-	33,198	-	1,860,988	1,894,185
<b>TOTAL ASSETS</b>	<b>\$850,076</b>	<b>\$1,669,213</b>	<b>\$68,721</b>	<b>\$2,588,010</b>	<b>\$16,838,389</b>	<b>-</b>	<b>\$7,425,530</b>	<b>\$26,851,929</b>
<b>LIABILITIES</b>								
CURRENT	7,063	3,000	5,000	15,063	1,257,897	-	-	1,272,960
LONG TERM	10,126	10,126	5,175	25,427	3,493,791	-	1,860,988	5,380,206
<b>TOTAL LIABILITIES</b>	<b>17,189</b>	<b>13,126</b>	<b>10,175</b>	<b>40,490</b>	<b>4,751,688</b>	<b>-</b>	<b>1,860,988</b>	<b>6,653,166</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	789,049	1,682,405	55,257	2,526,710	12,045,586	-	5,564,542	20,136,818
Y-T-D REVENUES	564,052	75,901	3,289	643,242	448,116	-	-	1,091,358
Y-T-D EXPENDITURES	(520,213)	(102,219)	-	(622,432)	(406,981)	-	-	(1,029,413)
<b>ENDING FUND BALANCE</b>	<b>832,888</b>	<b>1,656,087</b>	<b>58,545</b>	<b>2,547,520</b>	<b>12,086,701</b>	<b>-</b>	<b>5,564,542</b>	<b>20,198,763</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$850,076</b>	<b>\$1,669,213</b>	<b>\$68,721</b>	<b>\$2,588,010</b>	<b>\$16,838,389</b>	<b>-</b>	<b>\$7,425,530</b>	<b>\$26,851,929</b>

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	SPECIAL REVENUE FUNDS								TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	605 LIGHTHOUSE MAINTENANCE	
CASH	\$5,538	\$1,406	\$78	\$41	\$4,473	\$3,027	\$1,614	\$21	\$10,660
INVESTMENTS	823,318	214,407	11,828	6,207	682,065	461,614	246,190	3,250	1,625,562
RECEIVABLES	21,221	32,992	-	-	-	-	-	-	32,992
FIXED ASSETS	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>\$850,076</b>	<b>\$248,804</b>	<b>\$11,906</b>	<b>\$6,248</b>	<b>\$686,538</b>	<b>\$464,641</b>	<b>\$247,805</b>	<b>\$3,271</b>	<b>\$1,669,213</b>
<b>LIABILITIES</b>									
CURRENT	\$7,063	\$3,000	-	-	(\$0)	-	-	-	\$3,000
LONG TERM	10,126	10,126	-	-	-	-	-	-	10,126
<b>TOTAL LIABILITIES</b>	<b>17,189</b>	<b>13,126</b>	<b>-</b>	<b>-</b>	<b>(0)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>13,126</b>
<b>FUND BALANCE:</b>									
BEGINNING OF YEAR	789,049	294,539	12,002	4,399	682,058	450,098	236,081	3,229	1,682,405
Y-T-D REVENUES	564,052	38,628.10	157	1,849	8,958	14,544	11,723	43	75,901
Y-T-D EXPENDITURES	(520,213)	(97,488.60)	(253)	-	(4,478)	-	-	-	(102,219)
<b>ENDING FUND BALANCE</b>	<b>832,888</b>	<b>235,678.06</b>	<b>11,906</b>	<b>6,248</b>	<b>686,538</b>	<b>464,641</b>	<b>247,805</b>	<b>3,271</b>	<b>1,656,087</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$850,076</b>	<b>\$248,804</b>	<b>\$11,906</b>	<b>\$6,248</b>	<b>\$686,538</b>	<b>\$464,641</b>	<b>\$247,805</b>	<b>\$3,271</b>	<b>\$1,669,213</b>



**CITY OF GIG HARBOR  
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**DEBT SERVICE**

	200	201	203	208	TOTAL
	78 GO BOND FIRE	75 GO BONDS SEWER	87 GO BONDS SEWER CONST	91 GO BONDS SOUNDVIEW DR	DEBT SERVICE
CASH	\$51	\$34	\$270	\$44	\$398
INVESTMENTS	7,784	5,137	41,120	6,712	60,753
RECEIVABLES	-	-	7,569	-	7,569
FIXED ASSETS	-	-	-	-	-
OTHER	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>\$7,835</b>	<b>\$5,170</b>	<b>\$48,959</b>	<b>\$6,756</b>	<b>\$68,721</b>
<b>LIABILITIES</b>					
CURRENT	-	\$5,000	-	(\$0)	\$5,000
LONG TERM	-	-	5,175	-	5,175
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>5,000</b>	<b>5,175</b>	<b>(0)</b>	<b>10,175</b>
<b>FUND BALANCE:</b>					
BEGINNING OF YEAR	7,733	103	40,752	6,668	55,257
Y-T-D REVENUES	102	67	3,032	88	3,289
Y-T-D EXPENDITURES	-	-	-	-	-
<b>ENDING FUND BALANCE</b>	<b>7,835</b>	<b>170</b>	<b>43,784</b>	<b>6,756</b>	<b>58,545</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$7,835</b>	<b>\$5,170</b>	<b>\$48,959</b>	<b>\$6,756</b>	<b>\$68,721</b>

**CITY OF GIG HARBOR  
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	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$2,922	\$532	\$569	\$899	\$4,027	\$303	\$2,559	\$11,810
INVESTMENTS	437,324	70,807	480,027	235,442	614,014	40,080	390,295	2,267,989
RECEIVABLES	90,955	92,189	6,575	2,431,615	51,873	20,889	-	2,694,096
FIXED ASSETS	1,838,361	6,979,122	-	-	2,404,866	608,946	-	11,831,296
OTHER	-	-	-	33,198	-	-	-	33,198
<b>TOTAL ASSETS</b>	<b>\$2,369,562</b>	<b>\$7,142,650</b>	<b>\$487,171</b>	<b>\$2,701,154</b>	<b>\$3,074,780</b>	<b>\$670,217</b>	<b>\$392,855</b>	<b>\$16,838,389</b>
<b>LIABILITIES</b>								
CURRENT	\$0	-	-	\$367,046	\$890,851	-	-	\$1,257,897
LONG TERM	15,134	68,140	-	3,402,828	-	7,689	-	3,493,791
<b>TOTAL LIABILITIES</b>	<b>15,134</b>	<b>68,140</b>	<b>-</b>	<b>3,769,874</b>	<b>890,851</b>	<b>7,689</b>	<b>-</b>	<b>4,751,688</b>
<b>FUND BALANCE:</b>								
BEGINNING OF YEAR	2,285,760	7,076,217	481,512	(1,001,338)	2,136,578	660,577	406,260	12,045,566
Y-T-D REVENUES	148,676	196,174	5,659	3,512	50,043	33,076	10,977	448,116
Y-T-D EXPENDITURES	(80,008)	(197,881)	-	(70,894)	(2,692)	(31,125)	(24,381)	(406,981)
<b>ENDING FUND BALANCE</b>	<b>2,354,428</b>	<b>7,074,510</b>	<b>487,171</b>	<b>(1,068,720)</b>	<b>2,183,929</b>	<b>662,528</b>	<b>392,855</b>	<b>12,086,701</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$2,369,562</b>	<b>\$7,142,650</b>	<b>\$487,171</b>	<b>\$2,701,154</b>	<b>\$3,074,780</b>	<b>\$670,217</b>	<b>\$392,855</b>	<b>\$16,838,389</b>

**CITY OF GIG HARBOR  
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	FIDUCIARY	ACCOUNT GROUPS		
	631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS
CASH	-	-	-	-
INVESTMENTS	-	-	-	-
RECEIVABLES	-	-	-	-
FIXED ASSETS	-	5,564,542	-	5,564,542
OTHER	-	-	1,860,988	1,860,988
<b>TOTAL ASSETS</b>	<b>-</b>	<b>\$5,564,542</b>	<b>\$1,860,988</b>	<b>\$7,425,530</b>
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	1,860,988	1,860,988
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>1,860,988</b>	<b>1,860,988</b>
FUND BALANCE:				
BEGINNING OF YEAR	-	5,564,542	-	5,564,542
Y-T-D REVENUES	-	-	-	-
Y-T-D EXPENDITURES	-	-	-	-
<b>ENDING FUND BALANCE</b>	<b>-</b>	<b>5,564,542</b>	<b>-</b>	<b>5,564,542</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>-</b>	<b>\$5,564,542</b>	<b>\$1,860,988</b>	<b>\$7,425,530</b>

