

# **GIG HARBOR CITY COUNCIL MEETING**



September 9, 1996

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



**AGENDA FOR GIG HARBOR CITY COUNCIL MEETING**  
**September 9, 1996 - 7:00 p.m.**

**PUBLIC COMMENT/DISCUSSION:**

**CALL TO ORDER:**

**APPROVAL OF MINUTES:**

**CORRESPONDENCE / PROCLAMATIONS:**

1. Proclamation - Constitution Week.

**OLD BUSINESS:**

1. Second Reading - Bicycle Helmet Ordinance.
2. McPherson - Sewer Extension Request.
3. Resolution - Jerisich Dock Extension - Funding from IAC.

**NEW BUSINESS:**

1. Bugay Utility Extension Capacity Agreement - First Addendum.
2. Gig Harbor Financial Center - Sewer Extension Request.
3. First Reading - Check Handling Fee Ordinance.
4. Renewal of Copier Maintenance Contract.
5. Special Occassion Liquor License - St. Nicholas Fall Harvest Dinner.
6. Liquor License Assumption - Harvester Restaurant.

**MAYOR'S REPORT:** Adopt - a - Road.

**COUNCIL COMMENTS:**

**STAFF REPORTS:**

**ANNOUNCEMENTS OF OTHER MEETINGS:**

City Council Worksession to discuss the Comprehensive Parks Plan - September 16th, 6:00 p.m.  
at City Hall.

**APPROVAL OF BILLS:**

**APPROVAL OF PAYROLL:**

**EXECUTIVE SESSION:** None scheduled.

**ADJOURN:**



## REGULAR GIG HARBOR CITY COUNCIL MEETING OF AUGUST 26, 1996

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

**PUBLIC COMMENT / DISCUSSION:** None.

### **SWEARING IN CEREMONY:**

Mitch Barker, Chief introduced two new members of the Reserve Officers Unit of the Police Department, Robert Baker and Jeff Maniatis. Mayor Wilbert read the oath of office and members of their families were asked to come up and pin on their badges.

**CALL TO ORDER:** 7:11 p.m.

### **APPROVAL OF MINUTES:**

**MOTION:** Move approval of the minutes of the August 12, 1996 meeting as presented.  
Picinich/Owel - unanimously approved.

### **CORRESPONDENCE / PROCLAMATIONS:**

1. WFOA - Award of "Professional Finance Officer" to Tom Enlow. Mayor Wilbert congratulated Tom on winning this award for the fourth year in a row.
2. International Coastal Cleanup - Dave & Marilyn Tagert. Mayor Wilbert explained this event sponsored by the Tagert's Dive Shop to clean up the area under Jerisich Dock. She added that staff was investigating insurance issues. Ms. Tagert explained that the Dive Shop's insurance had agreed to cover the event, and only asked that the dock be reserved for a few hours for safety reasons. She added that this was part of the National Marine Conservation efforts and the Dive Locker was sponsoring the clean-up at no charge to the City. She said that Spiros Restaurant offered to donate food for the divers, and American Disposal was supplying the dumpsters.

### **OLD BUSINESS:**

1. Second Reading of Ordinances - Design Manual for the City of Gig Harbor, Chapter 2.21, Design Review Board, and Chapter 17.98, Design Standards and Review. Steve Osguthorpe explained that during the first reading of these ordinances, there were several misinterpretations of the manual. He discussed these issues and read the Staff Recommendation for adoption of these ordinances that incorporated changes that came about from the last meeting. Councilmember Picinich voiced concerns regarding lot size and what would be allowed to be built within the historic area. Mr. Osguthorpe illustrated several building options and answered questions.

Councilmember Picinich emphasized that he recognized that a lot of hard work went into developing this design manual, but after receiving the letters he received, and hearing Mr.

Osguthorpe's presentation, he thought adjustments needed to be made to this section regulating the historic district before adoption of the Design Manual.

Councilmember Owel read a letter from Leta Dawn Stanton, recommending allowing the R-1 requirements as an option in the historic district, and referenced the letter from Jack Bujacich, who also expressed that a better option would be to give the property owner two choices; one to build a home under the present R-1, or let them use the Design Manual. Councilmember Owel added that she supported these suggestions to allow the current residential requirements to remain as an option in addition to the Design Guideline in the Historic District. Councilmember Picinich agreed.

After clarifying the definition and the boundaries for the option to be included in the historic district, the following motions were made.

**MOTION:** Move adoption of Ordinance No. 735, with condition that the Design Manual would be optional in the R-1 district within the historic district, and the owner has the option to use Chapter 17.16 standards of the Gig Harbor Municipal Code, and to add a new Section 2, stating that the Design Manual will be reviewed by the Planning Commission within two years after adoption with a recommendation to be returned to the City Council as to the retention of the historic district standards in the City Design Manual.  
Picinich/Owel - unanimously approved.

**MOTION:** Move adoption of Ordinance No. 736, adopting Chapter 2.21 establishing a Design Review Board, and to include the conditions recommended by the staff to incorporate all the Council's changes and Planning Commission recommendations.  
Picinich/Owel - unanimously approved.

2. McPherson Outside Utility Request. Mark Hoppen explained that this agenda item was tabled at the last council meeting. He added that the applicant had not had enough time to submit additional information, and recommended an extension of time.

**MOTION:** Move to remove this item from the table for discussion.  
Owel/Picinich - unanimously approved.

**MOTION:** Move to table this item until the next council meeting.  
Owel/Picinich - unanimously approved.

#### **NEW BUSINESS:**

1. First Reading - Bicycle Helmet Ordinance. Tom Enlow introduced the first reading of this ordinance that would require bicycle helmets to be worn in city limits. He introduced Ralph

and Deena Wessels, representing the Tacoma Wheelman's Club. Mr. Wessels gave a presentation on the importance of wearing a helmet, quoting injury statistics. He encouraged council to pass this ordinance. This ordinance will return at the next council meeting for a second reading.

2. Juror Services Contract. Mark Hoppen explained that this contract with Pierce County for pre-qualified jurors was identical to the one approved last year.

**MOTION:** Move to authorize the Mayor to sign the enclosed Juror Services Contract for 750 qualified jurors in an amount not to exceed \$2,443.75.  
Owel/Platt - unanimously approved.

3. Computer Purchase for Police Department. Chief Barker explained that in the 1996 Budget, money had been allocated to purchase two laptop computers for the patrol vehicles. He added that the supporting software/radio link capabilities would not be available for another 1-2 years, and requested that \$2,500 of the budgeted funds be used to purchase two new desk top computers for the department in lieu of the laptops.

**MOTION:** Move to approve the purchase of two desktop computers in place of the laptop computers specified in the budget, for the approximate amount of \$2,500.  
Picinich/Platt - unanimously approved.

4. Liquor License Renewals - Bartell Drug and Gig Harbor Yacht Club. No action taken.

**MAYOR'S REPORT:** History Keeps Ringing My Bell Even After the 50th. Mayor Wilbert spoke about the video of Gerald Crosby and Vince Skansie discussing the history of the fishing boat "Genius", and invited Councilmembers to view the 45 minute video.

**COUNCIL COMMENTS:**

Councilmember Picinich added that it was a shame that the "Avalon" had left the Harbor and was tied up in Bellingham covered with Government stickers. He voiced concern that other, historic vessels may end up the same way, and added what a loss it would be to the history of the city. Mayor Wilbert invited him to serve on an Ad Hoc committee to reserve these historic vessels.

**STAFF REPORT:** None.

**ANNOUNCEMENT OF OTHER MEETINGS:**

City Council Worksession to discuss the Comprehensive Parks Plan - September 16th, 6:00 p.m. at City Hall.

**APPROVAL OF BILLS:**

**MOTION:** Move approval of checks #16407 through #16471 in the amount of \$33,506.79.  
Owel/Platt - unanimously approved.

**EXECUTIVE SESSION:**

**MOTION:** Move to go into Executive Session at 8:25 p.m. to discuss litigation and personnel matters for approximately 20 minutes.  
Platt/Picinich - unanimously approved.

**MOTION:** Move to return to regular session at 8:45.  
Picinich/Platt - unanimously approved.

**MOTION:** Move to file a motion for reconsideration to the Court of Appeals regarding the Providence Ministries.  
Picinich/Owel - unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:05 p.m.  
Picinich/Platt - unanimously approved.

Cassette recorder utilized.  
Tape 437 - Side A 287 - end.  
Tape 437 - Side B 000 - end.  
Tape 438 - Side A 000 - end.  
Tape 438 - Side B 000 - 112.

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Mayor

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City Administrator



# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the Constitution of the United States of America, the guardian of our liberties is a product of reflection and choice, embodying the principles of limited government in a Republic dedicated to rule by law, not by men; and

WHEREAS, September 17, 1996 marks the two hundred ninth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and

WHEREAS, it is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary, and to the patriotic celebrations which will commemorate this grand occasion; and

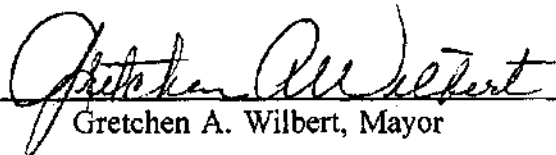
WHEREAS, Public Law 915 guarantees the insuring of a proclamation each year by the President of this great country designating September 17 through 23 as Constitution Week,

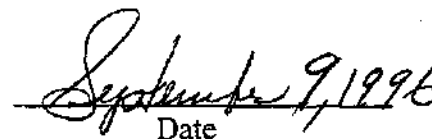
NOW THEREFORE, I Mayor Gretchen Wilbert, do hereby join with others in proclaiming the week of September 17 through 23 as

## CONSTITUTION WEEK

and ask our citizens to reaffirm the ideals the Framers of the Constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed the 9th day of September in the year of our Lord one thousand nine hundred and ninety six.

  
Gretchen A. Wilbert, Mayor

  
Date





*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**  
**DATE: SEPTEMBER 3, 1996**  
**SUBJECT: SECOND READING - BICYCLE HELMET ORDINANCE**

## **BACKGROUND**

Pierce County adopted an ordinance in 1994 requiring the use of helmets by all bicyclists in the unincorporated areas of the county. Since then Tacoma, Puyallup and Fircrest have adopted similar ordinances. Adoption of this ordinance will provide for consistent bicycle helmet laws throughout most of Pierce County.

Head injuries are a major cause of death and disability associated with the operation of a bicycle on public roadways and bike paths. Every year approximately 1000 Americans die of bicycle-related injuries. Approximately 75% of those deaths are due to head injuries. Children between the ages of 8 and 12 are most at risk. Statistics from Harborview Medical Center show that in 1986, 70% of people treated for bicycle related trauma were under the age of 13. Almost half suffered head injuries. Another study shows that helmet use could reduce the number of head injuries involving bicycling by 85%.

This ordinance is supported by our Police Chief, the Tacoma Wheelmen's Bicycle Club and local bicycle shops.

## **RECOMMENDATION**

Staff recommends adoption of the ordinance.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REQUIRING THE WEARING OF AN APPROVED BICYCLE HELMET WHILE CYCLING OR RIDING ON A BICYCLE IN PUBLIC AREAS IN THE CITY; MAKING A PARENT OR GUARDIAN RESPONSIBLE FOR REQUIRING THE USE OF SUCH HELMETS BY A MINOR; SETTING SAFETY STANDARDS FOR BICYCLE HELMETS OFFERED FOR SALE OR LEASE; PRESCRIBING PENALTIES; AND AMENDING THE GIG HARBOR MUNICIPAL CODE BY CREATING A NEW CHAPTER 10.22 GHMC TO BE KNOWN AND DESIGNATED AS BICYCLE SAFETY AND HELMETS.**

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WHEREAS, it is the intent of the City Council to enact laws that protect and preserve the public health, welfare; and

WHEREAS, the City of Gig Harbor supports and encourages bicycling as a safe, clean, and healthful mode of transportation and recreation; and

WHEREAS, the City of Gig Harbor seeks to minimize injuries involving bicyclists and motorists by providing information about the need for bicycle helmets, methods of bicycle safety, and existing bicycle safety programs through the City of Gig Harbor Police Department; and

WHEREAS, head injuries are a major cause of death or disability associated with the operation of a bicycle on public rights-of-way and publicly owned property; and

WHEREAS, the Harborview Injury Prevention Study has shown that bicycle helmets reduce by 85 percent the risk of head injuries suffered while operating or riding a bicycle not powered by motor, and reduce brain injury by 88 percent; and

WHEREAS, the City Council believes that persons operating or riding a bicycle should be required to use helmets to prevent injuries on public rights-of-way, and publicly-owned facilities under the jurisdiction of the City; and

WHEREAS, the City Council encourages bicycle-helmet programs and distribution of new helmets to low-income bicyclists, by interested groups such as the Bicycle Helmet Coalition; the "Think First" Head and Spinal Cord Injury Prevention Program, the Mary Bridge Children's Hospital and Health Center, and the Tacoma Wheelmen's Bicycle Club; and

WHEREAS, the City of Gig Harbor Police Department enforces traffic laws for non-motorized vehicles on public rights-of-way and publicly-owned facilities under the jurisdiction of the City; now therefore,

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

Section 1. a new Chapter 10.22 is hereby added to the Gig Harbor Municipal Code, to read as follows:

**Chapter 10.22  
BICYCLE SAFETY AND HELMETS**

<b>10.22.010</b>	<b>Purpose and Policy</b>
<b>10.22.020</b>	<b>Definitions.</b>
<b>10.22.030</b>	<b>Bicycle Helmet Required.</b>
<b>10.22.040</b>	<b>Bicycle Races and Events — Bicycle Helmet Required.</b>
<b>10.22.050</b>	<b>Bicycle Rental Lease or Loan — Bicycle Helmet Required.</b>
<b>10.22.060</b>	<b>Helmet Sales — Safety Standards.</b>
<b>10.22.070</b>	<b>Penalties — Traffic Infraction.</b>
<b>10.22.080</b>	<b>Enforcement.</b>
<b>10.22.090</b>	<b>Information and Education.</b>

**10.22.010 Purpose and Policy Declared.**

- A. This chapter is enacted as an exercise of the authority of the City of Gig Harbor to protect and preserve the public health, safety, and welfare. Its provisions shall be liberally construed for the accomplishment of these purposes.
- B. It is the express purpose of this chapter to provide for and to promote the health, safety, and welfare of the general public, and not to create or otherwise establish or designate any particular class or group of persons who will or should be especially protected or benefitted by the terms of this chapter.
- C. It is the specific intent of this chapter to place the obligation of complying with its requirements upon any person included within its scope, and no provision of, nor term used in, this chapter is intended to impose any duty whatsoever upon the City of Gig Harbor or any of its officers or employees for whom the implementation or enforcement of this chapter shall be discretionary and not mandatory.
- D. Nothing contained in this chapter is intended to be, nor shall be construed to create or to form the basis for, a liability on the part of the City of Gig Harbor or its officers, employees, or agents, for any injury or damage resulting from the failure of any person subject to this chapter to comply with this chapter, or by reason or in consequence of any act or omission in connection with the implementation or enforcement of this chapter on the part of the City of Gig Harbor by its officers, employees or agents.

#### **10.22.020 Definitions.**

As used in this chapter, the following terms shall have the meanings indicated, unless the context clearly requires otherwise:

- A. "Bicycle" means every device propelled solely by human power upon which a person or persons may ride, having two tandem wheels either of which is sixteen inches or more in diameter, or three wheels, any one of which is more than twenty inches in diameter. Within this chapter, the term "bicycle" shall include any attached trailers, side cars, and/or other device being towed by a bicycle.
- B. "Guardian" means a parent, legal guardian, adult with custody, or temporary guardian, who maintains responsibility, whether voluntary or otherwise, for the safety and welfare of a person under the age of sixteen years.
- C. "Approved helmet" means a head covering designed for safety that meets or exceeds bicycle helmet safety standards adopted by Standard Z-90.4 set by the American National Standards Institute (ANSI), or the Snell Foundation which are hereby adopted by reference as if fully set forth herein.
- D. "Public Area" means public roadways, bicycle paths, parks, or any right-of-way, publicly-owned facility, or publicly-owned property within the City.

#### **10.22.030 Bicycle Helmet Required.**

- A. Any person bicycling or riding as a bicycle passenger on or in tow of a bicycle upon any public area in the City shall wear an approved bicycle helmet, and shall have either the neck or chin strap of the helmet fastened securely while the bicycle is in motion.
- B. No person shall transport another person on or tow another person on a bicycle upon any public area in the jurisdiction of the City, unless the passenger is wearing an approved bicycle helmet.
- C. A parent or guardian is responsible for requiring that a child under the age of sixteen years wear an approved bicycle helmet, the neck or chin strap of which is fastened securely, while upon a bicycle in motion, or bicycling or riding as a passenger on a bicycle in any public area in the City.

#### **10.22.040 Bicycle Races and Events - Bicycle Helmet Required.**

- A. Any person or organization managing a bicycle race, an organized event involving bicycling, or a bicycle tour, which will take place in whole or in part in any public area in the City, shall require that all participants riding on or in tow of bicycles wear

approved bicycle helmets, and such persons and organizations shall reject participants who fail to comply with the provisions of this chapter.

- B. The person or organization managing any such event, race, or tour shall include the requirement to wear approved helmets in any promotional brochures and on registration materials.

**10.22.050 Bicycle Rental, Lease or Loan - Bicycle Helmet Required.**

- A. Any person engaging in the business of renting, leasing, or loaning (e.g., "test ride") any bicycle for use in any public area in the City shall supply the person(s) renting, leasing, or using such bicycle(s) with approved bicycle helmet(s), along with the bicycles unless the bicycle riders and passengers possess approved bicycle helmets of their own, and offer proof thereof, for use with the bicycle, and further shall notify such persons of the requirements of this chapter to wear a helmet meeting the safety standards described in Section 10.22.020(C).
- B. The rental, lease, or loan documents (contract, agreement, brochure, or receipt) must advise the person renting, leasing, or using the bicycle of the helmet requirements of this chapter.
- C. It is an affirmative defense to a violation of this section for a person wearing an unapproved helmet that the helmet was furnished in conjunction with his or her rental, lease, or use of a bicycle by a person or organization engaged in the business of renting, leasing, or loaning bicycles, and that the helmet was fastened securely while bicycling.

**10.22.060 Helmet Sales - Safety Standards.**

- A. No person shall sell or offer for sale a helmet that does not meet or exceed the safety standards described in Section 10.22.020(C).
- B. It is an affirmable defense to a violation of this section that the sale or offer for sale was an isolated sale of used merchandise made by an individual who was not engaged in the business of selling or repairing recreational equipment, such as a seller at a garage or rummage sale.

**10.22.070 Penalties - Traffic Infraction.**

- A. Any person violating any of the provisions of this chapter shall have committed a traffic infraction and shall be liable for monetary penalties not to exceed \$25.00.
- B. The court may waive, reduce, or suspend the penalty and clear the citation as a warning for a person who has not been cited under this chapter within one year, and

provides proof that he or she has acquired an approved bicycle helmet at the time of appearance in court.

- C. A guardian may be cited for a separate violation of this chapter for each child under sixteen (16) years of age riding on or in tow of a bicycle not wearing an approved helmet.
- D. Each rental and each event under Section 4 shall be a separate violation.

**10.22.080 Enforcement.**

- A. The Gig Harbor Police Department shall be responsible for enforcement of the provisions of this chapter.
- B. For the purpose of this chapter, law enforcement officers may at their discretion:
  - 1. Enter, during business hours, the premises of a business selling, repairing, leasing, loaning or renting bicycles or selling sporting or recreation equipment, to determine compliance with this chapter;
  - 2. Post outside the premises of a business that offers for sale, rent, lease, loan or other public purpose, a list of helmets that do not meet the safety standards of this chapter, so that the public is informed; and
  - 3. Stop a participant in a bicycle race, an organized event involving bicycling, or a bicycle tour that takes place in a public area, when there is a violation of the requirements of this chapter.

**10.22.090 Information and Education.**

- A. Information about the need for bicycle helmets, safe helmet use, safe bicycle operation, and bicycle safety programs is available at the City of Gig Harbor Police Department.
- B. The City of Gig Harbor encourages any person engaging in the business of selling bicycles to include information on bicycle safety and the bicycle helmet requirements of this chapter with each bicycle sold.
- C. The City of Gig Harbor encourages any person engaging in the business of selling bicycle helmets to include information on safe helmet usage with each helmet sold.

Section 2. If any provision of this ordinance or its application to any person or circumstance is held invalid, the remainder of the chapter or the application of the provision to other persons or circumstances shall not be affected.



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

Section 4. Pursuant to RCW 35A.12.140, one copy of the standards described in GHMC Section 10.22.020(C) have been filed with the City Clerk, together with this ordinance.

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: 7/26/96  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO. \_\_\_\_





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**  
**SUBJECT: UTILITIES REQUEST - RON MCPHERSON**  
**DATE: AUGUST 8, 1996**

### INFORMATION/BACKGROUND

This request provides sanitary sewer service for a gas station/food mart on one parcel within ULID #2 within the city's UGA on the southwest corner of the intersection of Pt. Fosdick Drive and Olympic Drive. The site presently is occupied by a real estate office served by a single driveway entrance from Pt. Fosdick Drive NW. The site is located within the Urban Growth Area (UGA) and the limits of ULID #2. The ULID assessments have been paid and a sewer stub has been extended to the property from the sanitary sewer line in Pt. Fosdick Drive NW. The existing building, however, has not connected to the sanitary sewer system.

### PLANNING CONSIDERATION

The Community Design element in the City of Gig Harbor Comprehensive Plan states (p.21):

Goal: enhance the City's sense of place by preserving prominently visible parcels for aesthetically pleasing development

2. Preserve Corner lots and view termination points. Preserve the visual quality of corner lots and view terminuses by prohibiting parking lots, gas stations, convenience stores or other asphalt-intensive uses on these parcels. These areas were traditionally reserved for structures of a more stately appearance and play a crucial role in establishing an identity for the city.

*Planning review of the proposal indicates that the proposed development is not consistent with the proposed land use because the City of Gig Harbor Comprehensive Plan specifically prohibits several uses on "prominent parcels," such as the gas station/food mart proposed in this application. Planning staff does not accept the applicant's position that a departure from the submitted plan is unworkable. At a minimum, the site should meet the minimum requirements of the zoning code. A listing of the minimum recommended conditions of approval is attached to the contract as Exhibit B.*

### PUBLIC WORKS CONSIDERATION

Pt. Fosdick Drive NW and Olympic Drive NW are designated by the City's Comprehensive Transportation Plan as minor arterials along the parcel's frontages. The Washington State Department of Transportation, with funding assistance from Pierce County and the City, has largely completed improvements along the parcel's two frontages which will

provide for five-lane sections and signal improvements at the Pt. Fosdick Drive NW - Olympic Drive NW intersection.

The project proposes an existing driveway location on Pt. Fosdick Drive NW (approximately 143-ft. south of the Olympic Drive right-of-way) and a new driveway on Olympic Drive NW approximately 115-ft. west of the arterial intersection (right-of-way) and 45-ft. east of the driveway access for the commercial development to the west. Each of the proposed driveways is shown as 30-ft. in width..

Signage and channelization (curbing) are proposed to ensure right-turn only ingress and egress from each of two driveways. The traffic analysis states (pp. 1, 21, & 24) that the proposed driveways meet Pierce County requirements, and were approved for a similar project previously submitted for the County's review (1987).

The City's Public Works Standards stipulate that commercial driveways on arterials be at least 150-ft. from the nearest intersecting right-of-way line, 75-ft. from the nearest driveway, have a 30-ft. maximum width for ingress and egress, and be limited to one per parcel.

Use of a single driveway relative to two driveways was evaluated in the Traffic Analysis prepared by Transportation Solutions, Inc., for the proponents. They concluded that the single driveway option was workable but less desirable than the two-driveway option. Generally, it is agreed that the two right-turn only driveway accesses will provide for better traffic movement both internal and external to the site.

The single driveway option built to Public Works Standards at the location of the existing driveway on Pt. Fosdick Drive is contractually approvable. The other driveway proposed on Olympic Drive is inconsistent with Public Works Standards. Consequently, the Public Works Department reports that this project as proposed does not meet contract requirements.

***Upon further review, the City Traffic Engineer assesses that the project is inconsistent with city transportation standards with respect to the proposed access to Olympic Drive. Three observations by the City Traffic Engineer are particularly pertinent. First, the service level does not improve with the second driveway proposed for Olympic Drive. Second, drivers have alternative access options with either one or two driveways. Third, the City of Gig Harbor has less exposure for claims if the city conforms with its own standards with respect to driveway separation on Olympic Drive, especially in light of concerns relative to safety of turning movements and to potential conflicting traffic movements. The recommended conditions for approval are attached as Exhibit 'B'.***

#### **FISCAL CONSIDERATIONS**

This gas station/food mart project is estimated by City Engineer's calculation to utilize 2.1 Equivalent Residential Units of sewage flow. This flow is consistent with the Maritime Mart, a recently constructed Chevron Food Mart gas station. The current connection rate per ERU in this area is \$1710 per ERU. The flow on the project will be checked by the city one year after the connection within the contract period to determine whether additional flow beyond the City

Engineer's calculation will result in additional connection fees charged.

**RECOMMENDATION**

The project as proposed is not approvable with respect to city standards for transportation and with respect to the City of Gig Harbor Comprehensive Plan. Staff recommends denial of the project as proposed. A project altered to conform to the attached contract with all attached conditions would be approvable.

\* \* \*

J. Development of Property to Conform to City Code -- Exceptions. The owner shall agree to comply with all requirements of the city's land use plan, zoning, and building fire codes and those portions of the city building code which are referenced by the fire code, and the city public works standards when developing or redeveloping the property subject to the agreement. The City Council may grant exceptions to the requirements contained in this subsection only under the following conditions:

1. The applicant must demonstrate that the proposed departure from the City's land use standards, zoning code, or public works standards would result in a development which meets the intent of the applicable provisions of the comprehensive plan, zoning code or public works standards, based upon compliance with all of the following criteria:

A) That the site of the proposed use is adequate in size and shape to accommodate such use and all yards, spaces, walls and fences, parking, loading, landscaping and other features necessary to insure compatibility with and not inconsistent with the underlying zoning district;

B) That the site for the proposed use relates to streets, adequate in width and pavement type to carry the quantity and kind of traffic generated by the proposed uses and that adequate public utilities are available to serve the proposal;

C) That the proposed use will have no significant adverse effect on existing uses or permitted uses;

D) That the establishment, maintenance and/or conducting of the uses for which the utility agreement is sought will not, under the circumstances of the particular case, be detrimental to the public welfare, injurious to the environment, nor shall the use be inconsistent with or injurious to the character of the neighborhood or contrary to its orderly development.



March 25, 1995

Mr. Mark Hoppen  
City Administrator, Gig Harbor  
3105 Judson Street  
Gig Harbor, Wa. 98335

Dear Mr. Hoppen,

This letter, written on behalf of the **Eureka Management Group**, is a formal request for sewer service from the City of Gig Harbor for **Market Express Chevron** at 5006 Point Fosdick Drive SW, located at the corner of Point Fosdick Drive SW and Olympic Drive SW, parcel # 02-21-17-3-066. This parcel is within ULID #2 for the Westside Business District Sewer Extension, LID # 99908, participant # 1038 and all assessments have been paid in full.

**Eureka Management Group is requesting sewer in the amount of two Equivalent Residential Units for the Market Express Chevron.**

~~Water meter size requested: 1 1/2 inch line with a 1/2 inch meter.~~

Eureka Management Group is aware of the Community Design Element of Gig Harbor's Comprehensive Plan and has designed a project befitting the surrounding business district in terms of building and landscape design. An attractive, family-oriented food court of over 2,000 square feet will house a Seattle's Best Coffee cafe, plus pizza, sandwich and cinnamon roll kiosks.

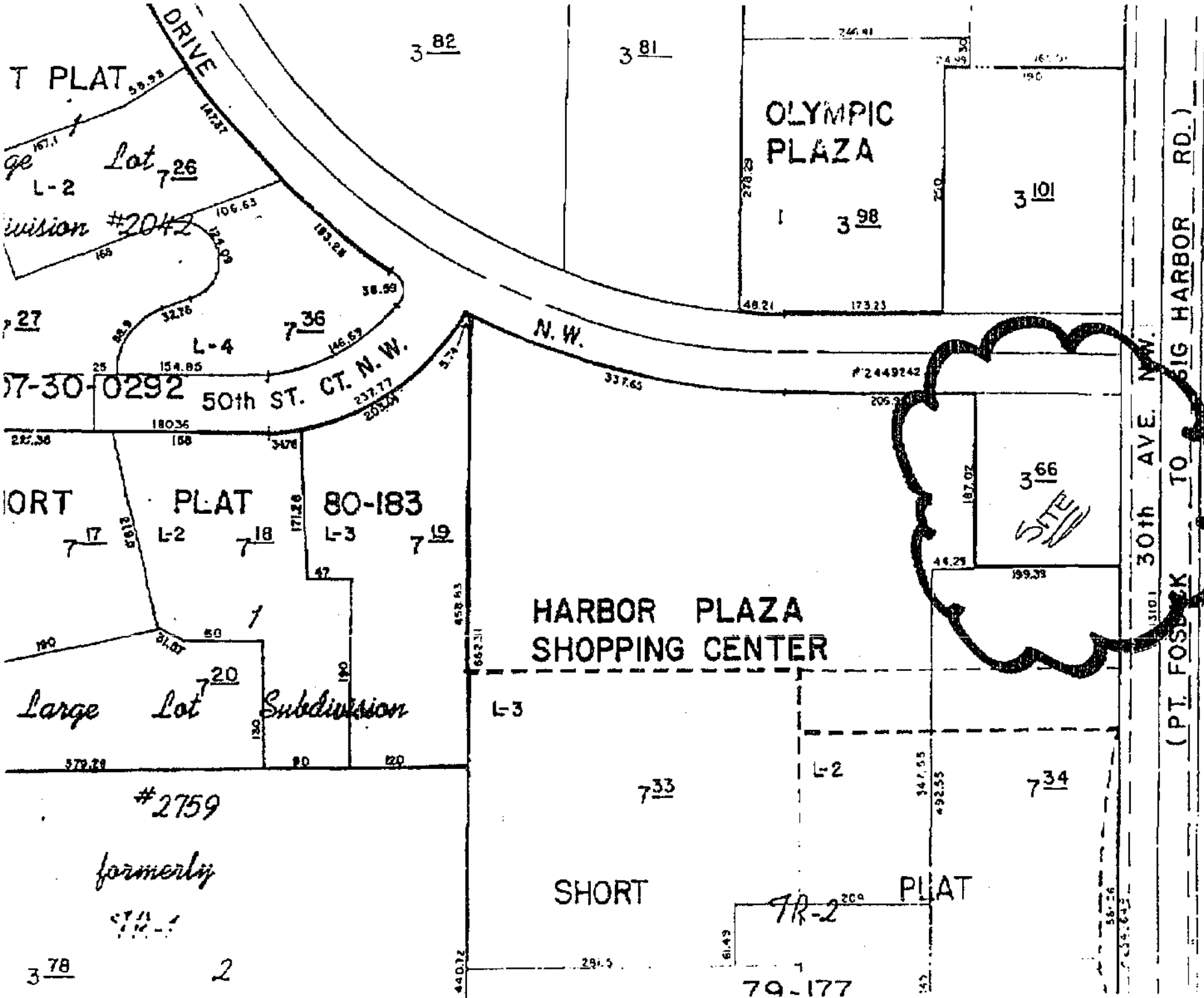
The landscape architect for the project has developed a design with street appeal in keeping with the intent of the design element of the comprehensive plan and the surrounding commercial centers.

Attached please find a site plan with vicinity map, landscape plan, and a color rendering of the prospectus for the indoor food court area of the convenience store.

At your convenience, I or other representatives of The Eureka Management Group will be glad to discuss in detail the Market Express concept and proposed development at 5006 Point Fosdick Drive SW.

Best Regards,

  
Geoff McPherson  
Registered Agent  
Eureka Management Group



T PLAT

ge Lot 7<sup>26</sup>  
L-2

Division #2042

7<sup>27</sup>

7-30-0292

50th ST. CT. N.W.

SHORT PLAT

80-183

HARBOR PLAZA SHOPPING CENTER

Large Lot 7<sup>20</sup> Subdivision

#2759

formerly

SHORT

PLAT

3<sup>78</sup>

2

79-177

OLYMPIC PLAZA

3<sup>101</sup>

3<sup>66</sup>

Handwritten initials

3101 30th AVE. N.W.  
(PT. FOSEBCK TO BIG HARBOR RD.)





WHEN RECORDED RETURN TO:  
City of Gig Harbor  
Administrative Assistant  
3105 Judson Street  
Gig Harbor, WA 98335

UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this \_\_\_\_ day of \_\_\_\_\_, 1996, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Ron McPherson, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Pt. Fosdick Drive at the following location:

5006 Point Fosdick Drive Northwest (Exhibit A attached)

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (2.1 ERUs) 485.1 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City.

Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of \_\_\_ months ending on \_\_\_\_\_, provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ \_\_\_\_\_ to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
One year	Five percent ( 5%)
Two years	Ten percent (10%)
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City.

As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. **Annexation.** Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;

- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment: B-2.
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's

property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the improvements to the utility identified in Exhibit 'B' 5. and Exhibit 'B' 6.

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so, or in the alternate, the Owner agrees to participate as required by the City's Public Works Director.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1996.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER

---

Name:  
Title:

ATTEST/AUTHENTICATED:

---

City Clerk, Mark Hoppen

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires \_\_\_\_\_

STATE OF WASHINGTON        )  
  )ss:  
COUNTY OF PIERCE         )

I certify that I know or have satisfactory evidence that \_\_\_\_\_, and \_\_\_\_\_ are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the \_\_\_\_\_, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires \_\_\_\_\_



Exhibit A

**Legal Description of the Land**

5006 Point Fosdick Drive Northwest, Gig Harbor, Washington

Commencing at the Southeast corner of the Southeast quarter of the Southwest quarter of Section 17, Township 21 North, Range 2 East of the Willamette Meridian thence along the South line of said Subdivision North 88° 29' 17" West 30.00 feet to a point on the Westerly right of way of Point Fosdick-Gig Harbor County Road (as the same was dedicated prior to the execution of deed recorded April 25, 1974 under Auditor's No. 2549648, excepted below); thence along said right of way line North 02° 05' 50" East 529.04 feet to the true point of beginning; thence North 02° 05' 50" East 300.00 feet to a point of intersection with the Southerly right of way line of Olympic Drive Northwest County Road; thence along said right of way line North 88° 47' 17" West 372.00 feet; thence continuing along said right of way through a curve to the right having radius of 756.20 feet for an arc length of 337.69 feet with a central angle of 25° 35' 11"; thence leaving said right of way line South 02° 05' 50" West 374.17 feet; thence South 88° 47' 17" East 699.73 feet to the point of beginning, in Pierce County, Washington. EXCEPT that portion thereof conveyed to Pierce County, Washington for right of way for Point Fosdick Drive Northwest (107th Avenue Northwest) by deed recorded under Auditor's No. 2549648; ALSO EXCEPT that portion conveyed to Puget Sound Marketing, Inc., a Washington Corporation, by deed recorded July 10, 1984 under Auditor's No. 8407100327.

Assessor's Parcel No. 022117-306-6

## EXHIBIT 'B'

### CONDITIONS OF APPROVAL - MCPHERSON OUTSIDE SEWER EXTENSION

1. The owner shall submit of a revised site plan with consistent scale and dimension information.
2. The Owner shall submit a revised traffic impact analysis evaluating higher peak hour traffic volumes within the current study area, and expanding the area to include the Hollycroft-Olympic Drive intersection, adjusting the trip distribution to include trips to/from the north, and correcting the statements regarding provision of emergency services, and the source of traffic using the internal road system in Harbor Plaza. The revised traffic analysis shall include proposed mitigation for identified impacts to the City transportation facilities. Such revised traffic impact analysis shall be subject to the review and approval of the City's Public Works Department.
3. The Owner shall eliminate the north driveway to Olympic Drive.
4. The Owner shall construct the improvements for the site driveway (Items 1, 2, and 3), and follow the site design recommendations to maintain sight lines and conform with the City's Public Works Standards, at a minimum, as presented on page 27 of the April 1996 "Point Fosdick Square, Pierce County, Traffic Impact Analysis" (TIA) prepared by Transportation Solutions, Inc. (TSI), attached as Exhibit 'C'.
5. The Owner shall participate in the development's proportionate share of the cost of the intersection and signal improvement costs at the 56th Street Northwest-38th Avenue Northwest intersection as presented in the TIA by TSI, whether constructed by the County, or by the City subsequent to any future annexation.
6. The Owner shall participate in the development's proportionate share of the cost of the improvements to the City's transportation facilities, or transportation facilities potentially subject to City annexation, to mitigate impacts as identified in the revised TIA prepared in accordance with Item '2' above.
7. The Owner shall install a grease interceptor to serve food preparation facilities in accordance with the City's Public Works Standards.
8. The Owner shall increase required front yard (along Olympic Drive NW) to 20 feet to comply with code and provide landscaping for the area.
9. The Owner shall provide a minimum 5' landscape strip on the west side of the project. The drive-through shall be eliminated.

Exhibit 'B' p. 2 of 2

10. The Owner shall move the building footprint 15 feet to the north to comply with minimum rear yard setback. The resultant 20 foot yard shall be used for landscaping.
11. The Owner shall increase the number and planting size of evergreens within the above areas to a minimum of 40% of the landscape stock.

## EXHIBIT 'C'

- All Olympic Drive Interchange Widening Project drawings include an access driveway to the site from Olympic Drive. Granting right turn in/right turn out access to the site from Olympic Drive would be consistent with WSDOT's vision of access in the area.

Based on the results of the analysis, TSI believes limited site access to both Olympic Drive and Point Fosdick Road improves traffic operations, safety, and circulation on the roadway system in the area and recommends that right turn in/right turn out only access be granted to Olympic Drive from the site.

The following improvements will be constructed in the vicinity of the site driveways to enforce right turn in/right turn out only operation and to improve circulation and safety in the vicinity of the driveways:

1. Construct raised channelization (i.e. concrete curbing) on Olympic Drive and Point Fosdick Road to enforce the right in-right out only restrictions.
2. Illuminate the portions of Olympic Drive and Point Fosdick Road where the raised channelization is installed.
3. Paint channelization islands and directional arrows and install "Right Turn Only" signs at both site driveways to improve the channelization.

Channelization and illumination designs will need to be approved by Pierce County.

TSI's examination of the site plan and field observation indicates there are no sight line restrictions. It is recommended that the site design take care to avoid placing signs and/or landscaping in locations that may restrict sight lines. The project includes curb, gutter and sidewalks for both site driveways and appears to meet Pierce County guidelines for parking supply and road design.

For internal vehicular circulation, parking, and pedestrian safety concerns, the building will be located as far west and south as possible on the site.

### ***Emergency Vehicle and Heavy Vehicle Access***

Based on the site plan, internal circulation appears sufficient to accommodate emergency vehicles and heavy vehicles. Adequate room is available for gasoline trucks to access and circulate within the site without restricting movements of other vehicles. Maneuverability and accessibility are greatly enhanced when two site access point are provided to the site.

### ***ADA Requirements***

Pedestrian and wheelchair access to the buildings appear to meet ADA standards.

### ***Safety Conditions***

Although there is no existing methodology that accurately predicts future traffic accidents, it is generally assumed that traffic accidents increase as traffic volumes increase. However, since



City of Gig Harbor. The "Maritime City."

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. 0221173066, Date \_\_\_\_\_

Applicant Eureka Management Group, Phone # 503-635-7505

Mailing Address 5775 SW JEAN RD, LAKE OSWEGO, OR. 97035

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft.)	Calculation	Units
<u>.70 acres</u>	<u>3131 cu ft on site stor.</u>	

*100 yr - 1/2 82 yr release of 45 method*

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_

Subdivision \_\_\_\_\_, Lot No. \_\_\_\_\_

Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_

Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

(X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City)	Meter Charge	Total Fees
	3/4"	1	\$1,185.00	\$1,777.50	\$300.00	\$
	1"	1.6	\$1,970.00	\$2,955.00	\$350.00	\$
	1-1/2"	3.33	\$3,930.00	\$5,895.00	(2) \$	\$
	2"	5.33	\$6,290.00	\$9,435.00	(2) \$	\$
	Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGE: \$ \_\_\_\_\_

**OTHER CHARGES: (See Note 2)**

Street Boring	\$ 10.00 / Foot		\$
Open Street Cut	\$ 20.00 / Foot		\$
Refundable As-Built Plan Deposit			\$
			\$
			\$

- Notes: (1) If project is outside the city limits, the hook-up fee is (1.5)  
 (2) Time & Material Plus 10%  
 (3) Negotiable

*Has paid  
Admin filing  
fee 3/25/96.*

**BASIC SEWER SYSTEM CONNECTION FEE:**

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 685.00	\$ 1,685.00	\$ 2,365.00		\$ 3,370.00

\* Equivalent Residential Unit Calculation for non-residential service:

Service Station ( 2 ERU's per service station ) X ( 1 ) = 2  
 Class of Service                      Conversion rate for appropriate unit (sq. ft., seats, students, etc.)      Number of units                      Equivalent ERU's

**SPECIAL CHARGES:**

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
X	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$ 37.50
X	As-Built Plans Deposit (Refundable)	<del>\$ 150.00</del> 150.00
	Late Comers Agreement Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

**TOTAL SEWER SYSTEM FEES PAID:** \$ 3,557.50

**TOTAL FEES PAID WITH THIS APPLICATION:** \$ 3,557.50

Application is hereby made by the undersigned property owner or his agent for all water and/or sewer service required or used for any purpose at the above property address for which I agree to pay in advance and in accordance with existing ordinances and regulations of the city. Following estimated charges, the exact charges will be determined and are payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the existing ordinances and regulations of the city or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the city or any such ordinances/regulations adopted hereafter.

I understand that the city will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, extensions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that the city shall maintain ownership in such water meters installed by the city and the city shall be responsible for providing reasonable and normal maintenance to such meters. Damage to meters, boxes, and fittings will be repaired by the city's public works department. The cost of such repair work shall be borne by the contractor or the owner of the property.

\_\_\_\_\_  
Applicant's Signature

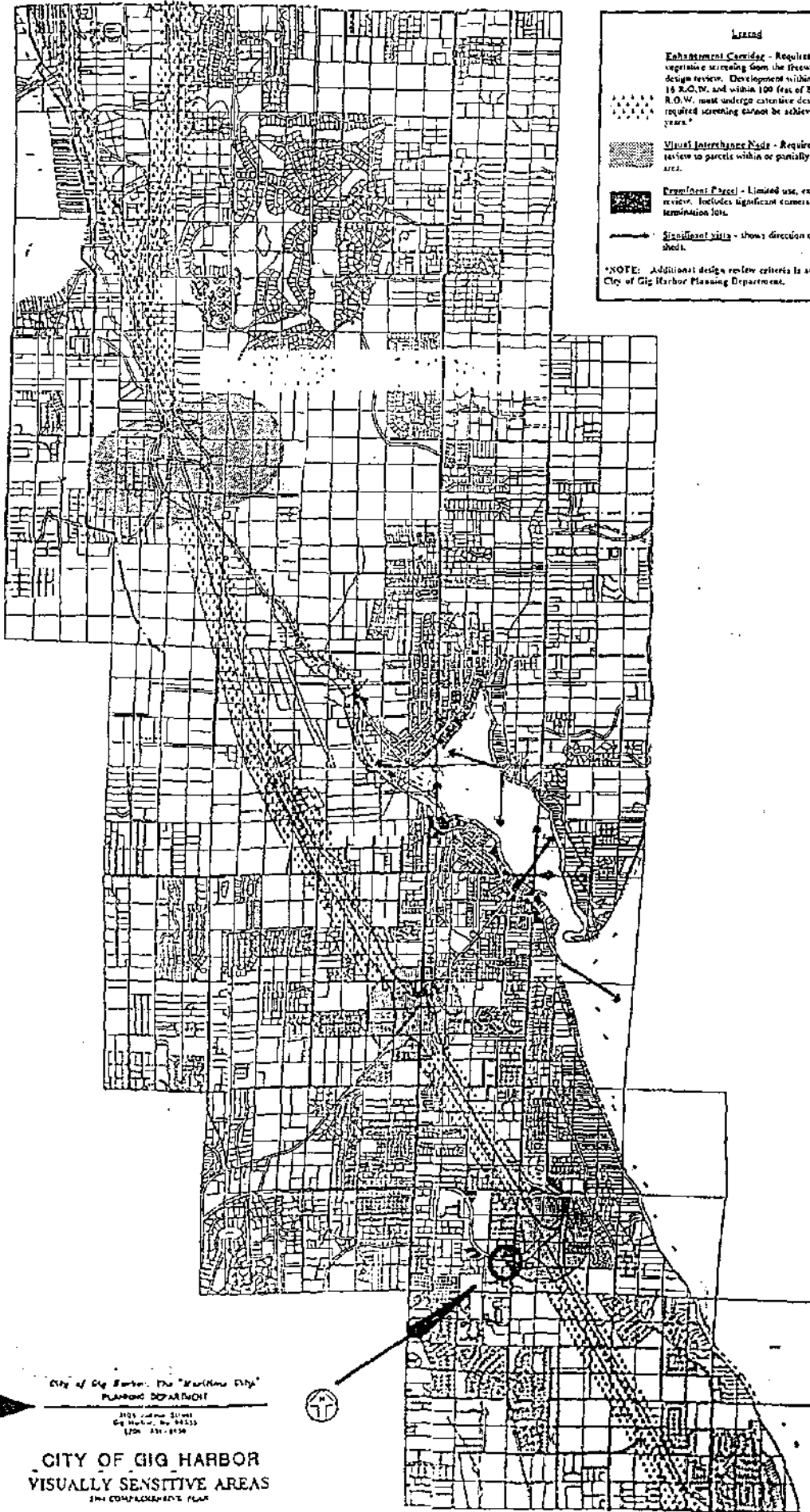
\_\_\_\_\_  
Date

**TO BE COMPLETED BY STAFF ONLY:**

Receipt No.	Fees Paid	Date	Received By

**REVIEWED BY:**

Building	P.W Director	P.W. Supervisor	Utility



**Legend**

**Enhancement Corridor** - Requires 100% on-site vegetative screening from the freeway or extensive design review. Development within 300 feet of SR-16 R.O.W. and within 100 feet of Burdham Drive R.O.W. must undergo extensive design review if required screening cannot be achieved within 3 years.

**Visual Interference Node** - Requires extensive design review to parcels within or partially within shaded area.

**Prominent Parcel** - Limited use, extensive design review. Includes significant corners and view termination lots.

**Significant Vista** - Shows direction of sensitive view shed.

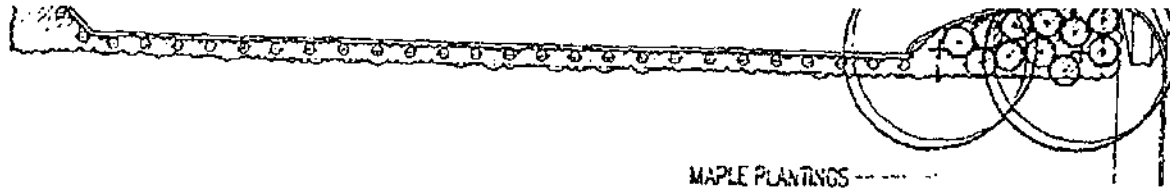
**\*NOTE:** Additional design review criteria is available at the City of Gig Harbor Planning Department.

City of Gig Harbor: The "Maritime City"  
 PLANNING DEPARTMENT  
 2025 Columbia Street  
 Gig Harbor, WA 98559  
 (206) 837-9100

**CITY OF GIG HARBOR**  
**VISUALLY SENSITIVE AREAS**  
 THE COMPLEMENTARY PLAN







MAPLE PLANTINGS  
THIS AREA,  
INTERIOR PARKING  
TREES

PLANT SCHEDULE

SYMBOL	BOTANICAL / COMMON NAME	SIZE & CONDITION	REMARKS
	<i>Acer rubrum</i> 'October Glory' / October glory maple	2-1/2" cal.; min. 12-14' ht.; B&B	Uniformly branched & matched specimens
	<i>Crotaegus phoenopyrum</i> / Washington hawthorn	2" cal. min.; 10' ht.; B&B	Uniformly branched & matched specimens
	<i>Arbutus unedo</i> 'compacta' / compact Strawberry tree	24-30" ht./spr.; B&B	Compact
	<i>Pieris japonica</i> / Japanese lily of the valley	24-30" ht./spr.; B&B	Compact
	<i>Pinus mugo</i> 'mughus' / dwarf mugo pine	15-18" ht./spr.	Selected short needles; forms as approved
	<i>Leucothoe axillaris</i> / coast leucothoe	2 gal. cont.;	30" o.c. triang. spacing
	<i>Parthenocissus tricuspidata</i> / Boston ivy	5 gal. cont.; staked	5' o.c.
	<i>Arctostaphylos uva-ursi</i> / Kinnikinnik	1 gal. cont.	24" o.c. triang. spacing
	<i>Cistus corbariensis</i> / White rockrose	1 gal. cont.	30" o.c. triang. spacing

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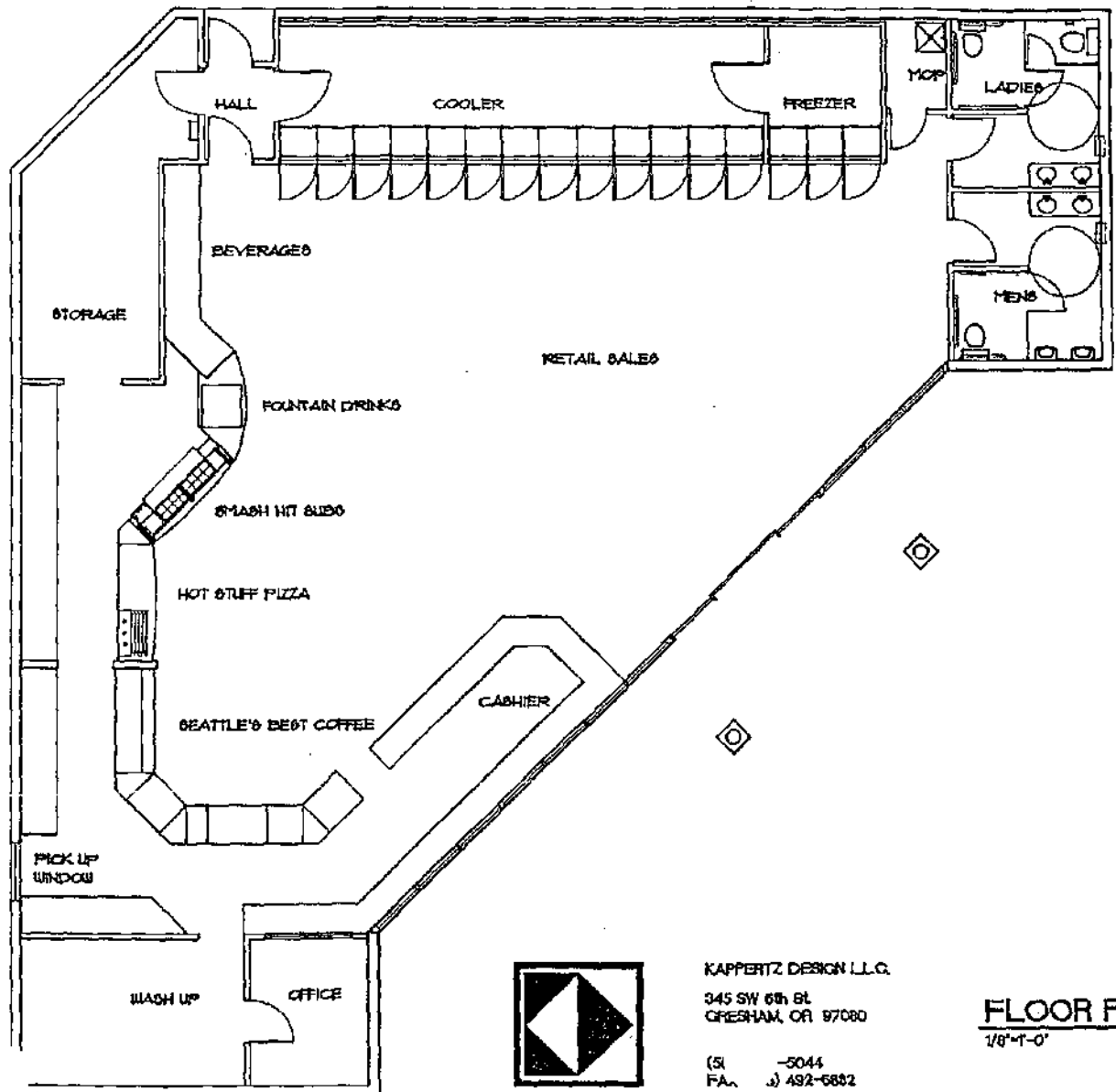
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KAPPERTZ DESIGN LLC.  
 345 SW 6th St  
 GRESHAM, OR 97030  
 (503) 492-5044  
 FAX (503) 492-5882



**FLOOR PLAN**  
 1/8"=1'-0" 3-18-06

**PROPOSED FOOD COURT  
 NEW CHEVRON STATION**

MEADOWDALE CENTER 3435 BROWNSVILLE HWY. BREMERTON, WA 98311  
 SKA MANAGEMENT GROUP 5W JEAN ROAD OSWEGO, OR 97035



KAPPERTZ DESIGN L.L.C.  
 345 SW 6th St  
 CRESHAM, OR 97080  
 (503) 666-5044  
 FAX (503) 492-6682

INTERIOR PERSPECTIVE

3-18-98

**PROPOSED FOOD COURT  
 NEW CHEVRON STATION**

MEADOWDALE CENTER 6435 BROWNSVILLE HWY. BREMERTON, WA 98311  
 EUREKA MANAGEMENT GPC 5775 SW JEAN ROAD LAKE OSWEGO, OR 97035

# ARBORSCAN

*Specialists in the Care & Preservation of Trees*  
P.O. Box 6161, Federal Way, Washington 98063  
Telephone: (206) 946-0135 or (206) 535-0037  
Facsimile: (206) 735-8864

July 17, 1996

Jeff McPherson  
Eureka Management  
5520 43rd Ave. E.  
Tacoma, WA. 98443

re: Olympic Chevron

Dear Mr. McPherson,

Thank you for selecting us as your tree care consultants. As a certified arborist, one of my primary goals is to help maintain a safe, healthy and attractive urban forest. I commend your efforts to devise a tree preservation plan prior to commencing this project. During our site visit yesterday, it became apparent that the trees suitable for retention on this lot are along the west and north property edges. The area bordering the west property line will, as I understand, be left as a natural area between the existing rockery and one to be built parallel along the boundary. Most of the trees in this area may be left, as long as the construction of the wall comes no closer than 3 feet from the base of any of the 4-inch or larger diameter trees. Curving the wall around a tree is acceptable also, though not more than 1/2 of the root system should be impacted by the 3 foot radius.

Of the trees in a roughly east-west line along the north side of the site, there are, in my opinion, 5 trees that merit retention on this site and should fit into the construction and landscape plan. All of these trees are Douglas-fir and are between the concrete retaining wall to the north and the winding asphalt path to the south. The two smaller trees in the Northwestern-most corner must be removed. They have already been severely impacted by fill from the road construction and will not tolerate more. The third tree is retainable if several conditions are met:

- No further excavation into the soil around this tree.
- Construction of a retaining wall not closer than 3 feet from the stem.
- No fill or spoils left in the well around this tree.

This tree has been impacted by earlier construction as well, so there is no guarantee that it will survive regardless.

Tree #4 is, I believe, in the center of the new driveway and must be removed. Trees #5, 6, 7 & 8 should be retained. Limiting the construction to an area not extending north over the edge of the existing asphalt path will leave ample room for the roots of these trees. Berm building and landscaping should be constructed so as to minimize the addition of fill within a 10 foot radius of the stems of these trees. Excavation or scarifying, if necessary,

# ARBORSCAN

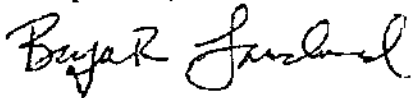
*Specialists in the Care & Preservation of Trees*

should be done by hand to minimize damage to the moisture - absorbing surface roots. The last two trees along the retention zone are small Pacific Madrones. These are both in poor condition, affected by several fungal diseases. They should be removed.

To help facilitate the success of the retained trees, I feel it is important to create a "Tree protection zone". This may be a mesh or wire fence constructed around the areas not to be disturbed. Subcontractors may be held liable for damage or decline of trees as a result of encroachment into this zone. In addition, the implementation of an adequate irrigation system will be invaluable to the long - term survival rate.

In summary, I feel that the trees described above have a very good outlook if a moderate degree of commitment is directed towards minimizing the impacts on their root zones. Please do not hesitate to call should you require another site visit to physically identify the trees in question or place them on a site map.

Respectfully submitted,



Bryce R. Landrud  
Certified Arborist #PN0232









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

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: WES HILL, P.E., PUBLIC WORKS DIRECTOR** *Wes*  
**SUBJECT: JERISICH DOCK IMPROVEMENTS - INTERAGENCY COMMITTEE  
FOR OUTDOOR RECREATION**  
**DATE: SEPTEMBER 5, 1996**

#### **INFORMATION/BACKGROUND**

Pursuant to Council Resolution No. 469 (April 22, 1996), applications for funding assistance were submitted to the Interagency Committed for Outdoor Recreation (IAC) and the Washington State Parks and Recreation Commission. Staff presented the project to the IAC Technical Review committee on June 19, 1996. The project has been favorably received to this point. The final decision for the IAC grant is scheduled for December, and a preliminary notice of funding approval for the vessel pump out station has been received from the Parks and Recreation Commission.

The resolution forwarded to Council is based on a standard master format required for all grant applications. After several discussions with our IAC representative, it appears that they have determined the project to be a "development" project. Accordingly, two sections which had been omitted from the previous resolution with their concurrence will need to be added back in to ensure that our project will be allowed to proceed to the next funding-decision threshold.

The requested sections confirm that the City has adopted the project site plan, owns the property on which the improvements will be constructed, and that there are no encumbrances that would prevent use of the completed facility.

#### **FISCAL IMPACT**

The City's ability to receive consideration for 50% participation by the IAC in funding the proposed Jerisich Dock improvements is contingent on the City including the additional assurances requested by the IAC in accordance with their master resolution form.

#### **RECOMMENDATION**

I recommend that the Council adopt the attached resolution confirming the City's intent to apply for funding, concurrence with the site plan, unencumbered ownership of the site, and intent to construct the Jerisich Dock improvements with IAC and City funds.

**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AUTHORIZING APPLICATIONS FOR FUNDING ASSISTANCE FOR THE JERISICH PARK DOCK IMPROVEMENTS PROJECT TO THE INTERAGENCY COMMITTEE FOR OUTDOOR RECREATION (IAC) AS PROVIDED IN STATUTE CHAPTER 43.99 RCW, "BOATING".**

WHEREAS, the City Council of the City of Gig Harbor has approved The 1994 Gig Harbor Comprehensive Plan which includes the Jerisich Park Dock Improvements; and

WHEREAS, the City Council has included funding in the current year and prior Annual Budgets and plans to include funding in the 1997 Annual Budget for the Jerisich Park Dock Improvements; and

WHEREAS, under the provisions of the Boating Facilities Program, state and federal funding assistance has been authorized and made available to aid in financing the cost of land and facilities for local public bodies; and

WHEREAS, the City of Gig Harbor considers it in the best public interest to develop, expand and enhance public dock space and marine access in Gig Harbor Bay; and

WHEREAS, this Resolution supercedes and repeals Resolution No. 469;

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

That the Mayor is authorized to make formal application to IAC for funding assistance;

That any funding assistance so received be used for the development of the Jerisich Park Dock Improvements;

That the City of Gig Harbor's share of project funding is shown in the Capital Facilities element of the Comprehensive Plan and the funds will be budgeted in the 1997 Annual Budget;

That any property acquired or facility developed with IAC financial aid will be placed in use as an outdoor recreation facility and be retained in such use in perpetuity unless as otherwise provided and agreed to by the City of Gig Harbor, the IAC, and any affected federal agency;

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

That adequate notification has been given and opportunity provided for public comment on this project through the Capital Facilities element of the 1994 Comprehensive Plan and Annual Budget preparation processes;

That the site plan has been adopted by the City of Gig Harbor.

That the City of Gig Harbor does certify that it is the owner of the land to be developed and based on current knowledge, provides assurance there are no encumbrances on the land which would restrict the recreation or habitat conservation use of the land as proposed in this application.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 1996.

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

ATTEST:

\_\_\_\_\_  
Mark E. Hoppen  
City Administrator/Clerk

Filed with City Clerk: 9/5/96  
Passed by City Council:





*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 *MMA*  
**SUBJECT:** FIRST ADDENDUM TO UTILITY AGREEMENT/  
NEWARK TERRACE  
**DATE:** SEPTEMBER 3, 1996

#### **INFORMATION/BACKGROUND**

On May 5, 1995 the city contracted with John and Reta Bugay to provide up to 27 ERUs of sewer and city water to Newark Terrace, a single family residential development which is currently under Pierce County development review. The recorded contract is attached.

The addendum presented accomplishes several alterations to the original agreement. The point of connection is altered to a city line that runs through the Long Acres subdivision to the Long Acres pump station and not through the development's main access to Reid Road. In addition to the capacity commitment already paid, the owners will provide \$19,500 to the city as an up-front fee as a pro-rata share of anticipated future sewer line costs along Reid Road on or before the expiration of the agreement. The owners must pay shares per lot of the up-front fee at the time of connection of each lot. Should the referenced city sewer line on Reid Drive not be built within 10 years from the date of this agreement, the owners may ask for a refund with interest of the up-front fee.

#### **POLICY CONSIDERATIONS**

This addendum agreement provides the developer with a cost-effective route to the Long Acres pumpstation and assures the city of the availability of the pro-rata share of the development's cost of the gravity sewer connection and wet well upgrade for the Long Acres pumpstation, as assessed by the City Engineer. The agreement has been reviewed and approved by Counsel.

#### **FISCAL CONSIDERATIONS**

Section 3. Additional Fees and Section 4. Additional Fee outline the fiscal considerations.

#### **RECOMMENDATION**

Staff recommends a motion for approval.

When recorded, return to:

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

**FIRST ADDENDUM TO UTILITY EXTENSION AND CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into on this 22 day of August, 1996, between the City of Gig Harbor, Washington, hereinafter referred to as the "City," and John K. Bugay and Reta G. Bugay, hereinafter referred to as the "Owners."

WHEREAS, the City and the Owners have entered into a Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID, dated May 22, 1995 and recorded by the Pierce County Auditor under Recording Number 9507180080 (hereinafter the "Agreement"); and

WHEREAS, the Owners desire to connect their sanitary sewer system serving the Plat of New Park Terrace to the existing sanitary sewer system owned by the City located at 24th Avenue N.W. and 50th Street Court N.W., as shown in Exhibit A to this Agreement, which is incorporated herein by this reference; and

WHEREAS, the City has agreed to allow such connection subject to the Owners' payment of a pro-rata share of anticipated future sewer line costs along Reid Road at the time of connection; Now, Therefore,

For and in consideration of the mutual benefits and conditions hereinafter contained, the parties agree as follows:

Section 1. Amendment of Agreement. This First Addendum shall amend the Agreement, but only as described below. All of the provisions of the original Agreement shall remain in effect, and shall equally apply to this First Addendum to the Agreement as if they were in the original Agreement.

Section 2. Owners' Connection to 'Long Acres' Connection Point. Section 2 of the Agreement is hereby amended to add the following language:

The City hereby authorizes the Owners to connect to the existing sanitary sewer system at 24th Avenue N.W. and 50th Street Court N.W., as shown on

Exhibit A, attached hereto and incorporated herein by this reference. Such connection shall be in accordance with the City's public works standards.

Section 3. Additional Fees. Section 3 of the Agreement is hereby amended to add the following language:

Owners agree to pay a pro-rata share of anticipated future sewer line costs along Reid Road as an up-front fee, which fee has been determined to be Nineteen Thousand Five Hundred Dollars and no cents (\$19,500,00), to the City on or before the expiration of the Agreement.

Section 4. Payment of Additional Fee. Section 9 of the Agreement is hereby amended to add the following language:

The additional fee to be paid by the Owners for the use of the Long Acres connection as described in Section 2 to this First Addendum to the Agreement shall be divided by the number of lots (which total twenty-seven (27)) and shall be paid by the Owners to the City at the time of connection of each individual lot. This additional fee shall be placed into an interest bearing account by the City for a period not to exceed ten years from the date of this First Addendum to the Agreement. In the event this additional fee is not utilized by the City in conjunction with the construction of a gravity sanitary sewer system along Reid Road and/or improvements to the Long Acres pump station by either City-funded construction and/or the formation of an LID or ULID for the area during this time period, the additional fee and all accrued interest shall be refunded to the Owners.

Section 5. Owners' Request for a Refund of Additional Fees. On or after the expiration of the ten year period from the date of the Agreement, the Owners may contact the City and request a refund of the Additional Fee, as described in Section 4 above. The City shall refund the Additional Fee upon Owners' request, as long as such fee has not been utilized by the City in conjunction with construction of the improvements described in Section 4 above, by either City-funds and/or the formation of a LID or ULID for the area, within ten years from the date of this First Addendum to the Agreement.

Section 6. Termination. This First Addendum to the Agreement shall expire on the ten year anniversary of the date of its execution, as shown below. The City shall not be required

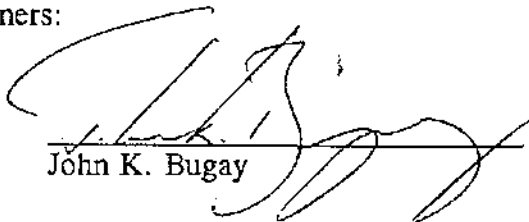
to refund any additional fees to the Owners if a request for a refund is received by the City after this termination date.

DATED this 22 day of August, 1996.

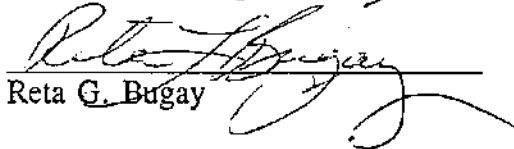
City of Gig Harbor

Owners:

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

  
John K. Bugay

ATTEST/AUTHENTICATED:

  
Reta G. Bugay

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

APPROVED AS TO FORM:

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

Rev. 07/30/96  
CAM138237.1AGR100008.200011



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

On this 22nd day of August, 1996, before me personally appeared John K. Bugay, to me known to be the individual described in and who executed the foregoing and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Seattle, Washington, this 22nd day of August, 1996.

Molly M Towslee  
(Signature)  
Molly M. Towslee  
(Print Name)  
NOTARY PUBLIC, State of Washington  
My appointment expires: 12/2/99

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF Pierce )

On this 22nd day of August, 1996, before me personally appeared Reta G. Bugay, to me known to be the individual described in and who executed the foregoing and acknowledged that she signed the same as her free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto set my hand and seal at Seattle, Washington, this 22nd day of August, 1996.

Molly M Towslee  
(Signature)  
Molly M. Towslee  
(Print Name)  
NOTARY PUBLIC, State of Washington  
My appointment expires: 12/2/99

STATE OF WASHINGTON        )  
  )ss:  
COUNTY OF PIERCE         )

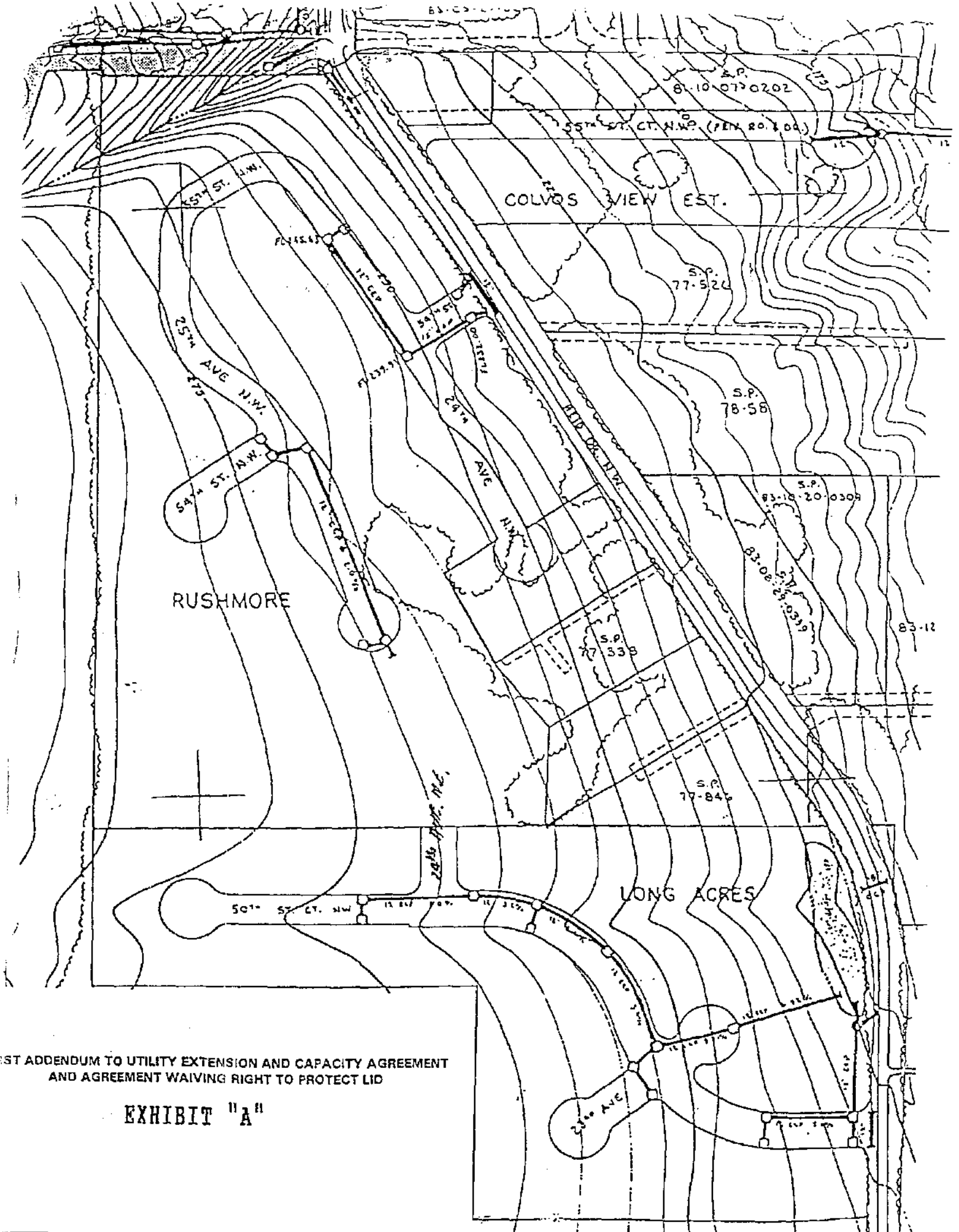
I certify that I know or have satisfactory evidence that Gretchen A. Wilbert, and Mark E. Hoppen, are the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are authorized to execute the instrument and acknowledged it as the Mayor and City Administrator of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(print name)  
NOTARY PUBLIC for the State  
of Washington, residing at

\_\_\_\_\_  
My commission expires \_\_\_\_\_



1ST ADDENDUM TO UTILITY EXTENSION AND CAPACITY AGREEMENT  
 AND AGREEMENT WAIVING RIGHT TO PROTECT LID

**EXHIBIT "A"**

WHEN RECORDED RETURN TO:

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

9507180080 RECEIVED

JUL 24 1995

CITY OF GIG HARBOR

95 JUL 18 AM 9: 04

RECORDED  
 CATHY PEARSALL-STIPEK  
 AUDITOR PIERCE CO. WASH

UTILITY EXTENSION, CAPACITY AGREEMENT  
 AND AGREEMENT WAIVING RIGHT TO PROTEST LID

THIS AGREEMENT is entered into on this 22 day of May, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and John Bugay, Reta Bugay, Dave Frick, and Chris Boehm, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit "A" attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility" and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit "A" and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility lines on Reid Road (street or right-of-way) at the following location:

see Exhibit 'A'

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall be paid for by the Owner.

4. Sewer and Water Capacity Commitments. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system (27 ERUs) 6,237 gallons per day average flow. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City.

13-

9507180080

Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City agrees to reserve to the Owner this capacity for a period of 36 months ending on May 22, 1998, provided this agreement is signed and payment for sewer and water capacity commitments is received within 45 days after City Council approval of extending sewer and water capacity to the Owner's property. Sewer and water capacity shall not be committed beyond a three year period.

The city also agrees to provide to the Owner water service and reserves to the owner the right to connect service with a 3/4" meters.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 9,578.25 for sewer and the sum of \$ 9,021.37 for water, to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fees	
One year	Five percent	( 5%)
Two years	Ten percent	(10%)
<u>Three years</u>	<u>Fifteen percent</u>	<u>(15%)</u>

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for water service capacity and less the five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitments shall expire and the Owner shall forfeit one hundred percent (100%) of these capacity commitment payments to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer and water capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, and by paying the water service payment described in Sections 4 and 5, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities) and by paying the monthly water base charge for the service described in Section 4.

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

- A. As built plans or drawings in a form acceptable to the City Public Works Department;
- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
- C. A bill of sale in a form approved by the City Attorney; and
- D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).

9. Connection Charges. The Owner agrees to pay the connection charges for water and for sewer, in addition to any costs of construction, plus time, materials and a ten percent fee, as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.

10. Service Charges. In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.

11. Annexation. Owner understands that annexation of the property described on Exhibit "A" to the City will result in the following consequences:

- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
- B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
- C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
- D. The property may be required to assume all or any portion of the existing City of Gig

Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;

- E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and
- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit "A" is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit "A" shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment.

<input checked="" type="checkbox"/>	Single Family Residential	<input type="checkbox"/>	Multiple Family Residential
<input type="checkbox"/>	Business	<input type="checkbox"/>	Commercial
<input type="checkbox"/>	Industrial		

- B. The development or redevelopment shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for

water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit "A" would be specially benefited by the following improvements to the utility (specify):

none

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit "A", and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.



DATED this 5<sup>th</sup> day of May, 1995.

CITY OF GIG HARBOR

Gretchen Wilbert  
Mayor Gretchen Wilbert

OWNER

John K. Bugay  
Name: John K. Bugay  
Title: owner

OWNER

Reto G. Bugay  
Name: Reto G. Bugay  
Title: owner

OWNER

Chris J. Boehm  
Name: CHRIS J. BOEHM  
Title: OWNER

OWNER

David E. Frick  
Name: DAVID E. FRICK  
Title: OWNER

ATTEST/AUTHENTICATED:

Mark Hoppen  
City Clerk, Mark Hoppen

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

\_\_\_\_\_

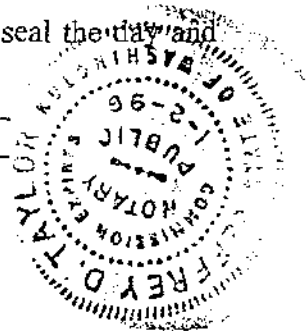
STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 5<sup>th</sup> day of May, 1995, before me personally appeared the following to me known to be the individual(s) described in and who executed the foregoing and acknowledged that they signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

JOHN BAGAN  
RETA BAGAN  
CHARL MOEAM  
DAVE FRICK

[Signature]  
\_\_\_\_\_  
(Print Name)  
NOTARY PUBLIC for the State  
of Washington, residing at  
Thyella  
My commission expires 1-2-96



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

On this 17<sup>th</sup> day of July, 1995, before me personally appeared Erithen Wilbert to me known to be the individual(s) described in and who executed the foregoing and acknowledged that she signed the same as his free and voluntary act and deed, for the uses and purposed therein mentioned.

IN WITNESS THEREOF, I have hereto set my hand and affixed by official seal the day and year first above written.

Molly M Towstee  
\_\_\_\_\_  
Molly M. Towstee  
(Print Name)  
NOTARY PUBLIC for the State  
of Washington, residing at  
The Harbor  
My commission expires 12/2/95

