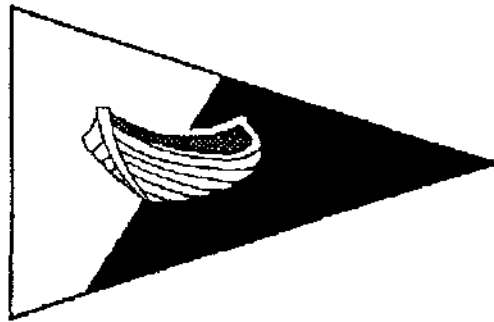


**GIG HARBOR
CITY COUNCIL MEETING**



May 22, 1995

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

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
May 22, 1995 - 7:00 p.m.

PUBLIC COMMENT/DISCUSSION:

CALL TO ORDER:

APPROVAL OF MINUTES:

CORRESPONDENCE:

1. Pierce Transit Rate Changes.
2. Re-election of Mary K. Joyce to the Pierce Transit Board.
3. Washington Natural Gas - Earthquake Preparedness.
4. Croation - Dalmation Celebration.
5. Sister City International Certificate.
6. Washington State Liquor Control Board - Rib Ticklers Restaurant.

OLD BUSINESS:

1. Second Reading - Proposed Changes to the Sign Code Ordinance.
2. Second Reading - Ordinance for Elections and Vacancies.
3. Approval of Contracts - Phipps Property.

NEW BUSINESS:

1. Interview of Prospective Council Candidates. Executive Session to follow.
2. Newpark Terrace Sewer and Water Request.
3. Horizon West Sewer Request.
4. Westside Business Park Sewer Request.
5. Request for a Change Order - North Harborview/Harborview Drive Project.
6. Comprehensive Water Plan Addendum.
7. Proclamation - Sale of Buddy Poppies by the V.F.W.
8. Selection of Association of Washington Cities Voting Delegates.
9. Liquor License Renewals - Gourmet Essentials, WB Scott's.
10. Request to Add Class I to Liquor License - Neville's Shoreline.

MAYOR'S REPORT:

Urban Forest Management.

COUNCIL COMMENTS:

STAFF REPORTS:

ANNOUNCEMENT OF OTHER MEETINGS:

Annexation Orientation Meetings:

Tuesday, May 30th	7 p.m. Shoreacres	City Hall
Tuesday, May 30th	8 p.m. East Gig Harbor	City Hall
Wednesday, May 31st	7 p.m. Westside/Pt. Fosdick	Pt. Fosdick Library
Wednesday, May 31st	8 p.m. Other Interests	Pt. Fosdick Library

APPROVAL OF BILLS:

ADJOURN:

REGULAR GIG HARBOR CITY COUNCIL MEETING OF MAY 8, 1995

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

SPECIAL PRESENTATION: Mayor Wilbert gave a brief history of the Sister City Project started by the third grade class at Discovery Elementary, and led by teacher, Captain Nick Adams. Mayor Wilbert introduced Ted Condiff, who is the head of the American Division of the IoCa Trading Company, and Alexander Korovin, General Director of the IoCa Division on Sakhalin Island, Russia. Mr. Korovin presented a copy of the signed proclamation invoking the Sister City Project between the City of Gig Harbor and the City of Poronysk, Sakhalin Island, Russia. Igor Kunitsa, who works at Apex Tool Company within the Port of Tacoma, acted as translator and read a letter from Mayor Sharanov from the City of Poronysk, thanking the third grade students and the City of Gig Harbor for the opportunity to participate in the Sister City Program. Mayor Wilbert dated the signed proclamation finalizing the official transaction.

CORRESPONDENCE:

1. Sister City Project - Ted Condiff. This item was covered with the previous presentation.
2. Vote-By-Mail Primary Election. Mayor Wilbert gave a brief overview of this letter from Cathy Pearsall-Stipek announcing the vote-by-mail primary election this September, which should show a 30 - 40% savings in election costs.

PUBLIC COMMENT / DISCUSSION: None.

PUBLIC HEARING:

Planning Commission Recommendation to City Council - Sign Code Revisions - Continuation of the Public Hearing. Mayor Wilbert opened the Public Portion of this agenda item at 7:44 p.m. She asked that each person signed up to speak to limit their testimony to five minutes.

Jim Boge - 6606 Soundview Drive. Mr. Boge said that his concern is enforcement. He said that in the past there had never been any fines or enforcement even though recently he knew of at least 25 violations. He said he would like a way to make it easy for the Planning Department to enforce the amended sign code. He added that this is one time that our elected officials have a chance to maintain the beauty of our town and asked the Council keep this in mind.

Tom Morfee - 3803 Harborview Drive. Mr. Morfee, representing the Peninsula Neighborhood Association, said he was sorry he could not attend the first public hearing. He said that for the 25 years he had been the area, the community had been concerned in maintaining SR-16 as a scenic corridor as opposed to an advertising corridor. He added that he didn't feel the average citizen wanted to see the corridor go to strip development and garish advertising, and that amendments to the sign code were necessary to protect this corridor. He said Pierce County and his organization has worked had together to protect the corridor and that the city needed to "step

up to the plate" to deal with this issue also. He stated his concern with the new annexation on Wollochet and what would become of that area. He added that the character of the community was paramount and businesses would continue to flourish as long as the quality is maintained. He said that the County deals with non-conforming signs by tying them to site plan changes, not necessarily a change of ownership, and that this had worked well. He urged keeping a mechanism in place to facilitate signage being brought into compliance. He added he was pleased to learn that the city attorney had advised that in respect to the I-164 issue, the city not be overly concerned that it would limit the regulation of signage. He concluded by saying PNA firmly support the recommendations by the Planning Commission and Planning Department, complimented the work they have done and urged the Council to support their effort.

Lois Eyrse - 3316 65th Ave. Ct. Ms. Eyrse briefly outlined the information in the packets that were delivered to Councilmembers containing information about other cities that had changed their sign codes, both positive and negative, along with information regarding amortization and other issues. She added that the Chamber's Board of Directors agree with the City's goal to meet the need as outlined in the Comprehensive Plan and does not condone flamboyant and garish signs in the community. She said that they are concerned about the economic welfare of the city and future business community with the proposed amendments, especially the non-conforming issue. Their two main recommendations are that the Council carefully consider and study the economic ramifications of this proposed sign code and that a consortium of interested parties come together to study and produce a sign code that is beneficial to all.

Ron Bentley - 7316 82nd St. Ct NW. Mr. Bentley said he was pleased to see the Sister City relationship and that it was appropriate to sign the proclamation on the 50th anniversary of the Victory in Europe. He said he had the answers regarding economic impact on property values that were asked for at the last public hearing. He said that the car wash property on Kimball Drive was bought for \$8.25 a square foot, the land across from that location was purchased for \$4.65 a square foot, and the parcel across the street from the new TCC location, which is away from a high traffic area, was bought for \$1.44 a square foot. He said a reduction in visibility could indeed have an impact on the value of the property. He then spoke about real estate advertising and added that advertising for the Heights development on Rosedale street had cost \$38,000 for print advertising, \$6,000 for signage. He said that his records show that one-half of the sales in the development were as a result of signs. He said if the ability to have these signs were taken away, he would have to double printed advertising to get the same results, which would add approximately \$2,000 to the price of the home to cover these fees. He said that if the city is interested in wanting to provide affordable housing, that this needs to be taken into consideration. He said he agreed with Mr. Morfee that no one wants to turn SR-16 into a commercial strip, but the business community is looking for a fair and equitable sign code that addresses everyone's needs.

The public hearing portion of this meeting was closed at 8:04 p.m.

CALL TO ORDER: 8:05 p.m.

APPROVAL OF MINUTES:

MOTION: Move approval of the minutes of the April 22, 1995 meeting as presented. Picinich/Ekberg - unanimously approved.

OLD BUSINESS: None.

NEW BUSINESS:

1. West Brook Glen - 92-01 - Request for a Six Month Extension for Final Plat Approval. Ray Gilmore explained that at the request of Mr. Ed Dorland, this request for an extension was only for six months as opposed to the traditional one year extension, to allow the completion of the required improvements. He added that he had been informed by Carol Morris, legal counsel, that a new state law had been passed that would render a preliminary plat valid for five years instead of the existing three year limit, but she advised that Council should proceed with the extension until the effective date of this new law could be determined.

MOTION: Move we grant Mr. Dorland a six month extension. Picinich/Ekberg - unanimously approved.

2. First Reading - Revision to Ordinance Governing the Election of Councilmembers. Mark Hoppen introduced the first reading of this ordinance revising the existing code to comply to the statutory provisions currently in effect. The ordinance will return at the next council meeting for a second reading.

MAYOR'S REPORT: None.

COUNCIL COMMENTS:

Councilman Picinich said he was impressed with the ceremony held at City Hall today welcoming the participants in the Sister City Program.

Councilman Ekberg said the program speaks well for the third grade students, and that this project had taught them that worthwhile things take effort and time.

STAFF REPORT:

Chief Richards - Gig Harbor Police Department. Chief Richards gave a brief report on the success of the portable speed detector that had been placed in different areas of the city. He explained that he had received several positive comments on the project. He then answered questions about last month's activities report.

ANNOUNCEMENT OF OTHER MEETINGS:

Worksession with the Planning Commission to discuss the Proposed Changes to the Sign Code - May 15th at 6:00 p.m. - City Hall.

Pierce County Parks and Recreation Public Forum, Thursday, May 18th, 7:00 p.m. at the Peninsula School District Administration Building.

APPROVAL OF BILLS:

MOTION: Move approval of warrants #14098 through #14146 in the amount of \$524,940.34.
Platt/Ekberg - unanimously approved.

APPROVAL OF PAYROLL:

MOTION: Move approval of payroll warrants #11077 through #11189 in the amount of \$169,187.72.
Platt/Ekberg - unanimously approved.

EXECUTIVE SESSION: None.

ADJOURN:

MOTION: Move to adjourn at 8:22 p.m.
Platt/Ekberg - unanimously approved.

Cassette recorder utilized.
Tape 386 Side B 052 - end.
Tape 387 Side A 000 - 317.

Mayor

City Administrator



May 3, 1995

Honorable Gretchen Wilbert
Mayor
Town of Gig Harbor
P.O. Box 145
Gig Harbor, WA 98335

RECEIVED
MAY 4 1995
CITY OF GIG HARBOR

Dear Honorable Wilbert:

We are about to make some proposals that may make your phone ring.

Pierce Transit provides access and mobility to thousands of citizens -- many of them your constituents -- who must rely on public transportation to get to and from jobs, medical appointments and social activities that help one lead a fulfilled life.

Like you, we are facing more demands from the taxpayer at the same time our costs are soaring. While we have done our best to hold the line on costs, including *not raising our fares for four years*, we can no longer bear the full brunt of inflation and the high costs of unfunded mandates.

So, we will ask our customers to help share the burden. Within the next sixty days, we will propose that we raise fares, reduce the service area for our door-to-door service for people with disabilities (SHUTTLE), reallocate three percent of total bus hours into more productive routes, and cut two percent of existing bus service. The fare increase would be implemented in July; the SHUTTLE and bus changes would start in December.

Why are we taking all these steps this year? Transit systems across the country are finding it necessary to implement such measures to keep up with unfunded mandates, like the Americans with Disabilities Act, which increase service, maintenance and administrative costs.

In Pierce Transit's case, a few numbers illustrate how costs have soared: SHUTTLE ridership has increased 54 percent since 1990, but costs to operate SHUTTLE have skyrocketed nearly 140 percent, now averaging \$22 per trip. Express and local bus service costs have jumped 26 percent, to about \$3.23 per trip. Meanwhile, federal operating assistance has been slashed by at least \$200,000 this year and state funding cuts are proposed.

Now we must ask our customers to make adjustments. What we are proposing in SHUTTLE, in particular, will change the way we have been doing business since Pierce Transit formed 15 years ago. We must take these steps if we are to provide high quality service to those who meet the requirements of the ADA and address the demands of the taxpayer.

May 3, 1995
Page 2

These proposals may confuse or anger our customers. They may ask you, their elected officials, to act on their concerns. Enclosed is our SHUTTLE newsletter, which outlines these proposals in more detail. If you have any questions or would like a presentation, I encourage you to call Don Monroe, Pierce Transit's Executive Director at (206) 581-8010. Pierce Transit is committed to keeping you informed so you can respond to constituents directly or refer them to us.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert W. Evans". The signature is fluid and cursive, with the first name being the most prominent.

Robert W. Evans, Chairman
Pierce Transit Board of Commissioners

Enclosure

cc: Pierce Transit Board of Commissioners:
Mary K. Joyce, Small Cities/Towns Councilmember
Paul E. Miller, Tacoma Councilmember
Harold Moss, Mayor of Tacoma
Georgia Sabine, Puyallup Councilmember
Bill Stoner, Pierce County Councilmember
Doug Sutherland, Pierce County Executive



RECEIVED

MAY 11 1995

CITY OF GIG HARBOR

May 8, 1995

Gretchen Wilbert, Mayor
Gig Harbor City Council
P. O. Box 145
Gig Harbor, WA 98335

Dear Mayor Wilbert:

This is to inform you that Councilmember Mary K. Joyce of Ruston was re-elected to the Board of Pierce Transit, representing the eleven small towns and cities within the Pierce Transit boundary.

Your timely cooperation in this election process has been greatly appreciated.

Sincerely,

A handwritten signature in cursive script that reads "Sandy Byers".

Sandy Byers
Clerk of the Board

cc: Pierce Transit Board of Commissioners
Don S. Monroe, Executive Director
Gig Harbor City Administrator



April 18, 1995

Mayor Gretchen Wilbert
PO Box 145
Gig Harbor, WA 98335

Dear Mayor Wilbert:

The two recent earthquakes -- January's in this region, and the Kobe quake -- served to underscore the importance of sound emergency planning and education in our region. As a service from Washington Natural Gas (WNG), I would like to take this opportunity to offer an overview of earthquake preparedness and response for natural gas.

I have attached some recent materials on earthquake-related natural gas safety. Our customers receive this information in their bills at least once a year. In addition, representatives from our company give emergency preparedness presentations throughout the year to schools, community groups and public safety personnel. We offer this information to be useful both as background and when responding to constituents' concerns about earthquake preparedness.

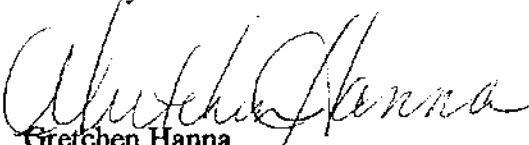
Gas shutoff cards, like the attached, are available for the county's public information desk. In addition, we now have an actual gas meter in the lobby of each of our business offices throughout the central Puget Sound region to allow customers and the public to practice shutting off the valve that stops gas from going through the meter.

Effective communication and coordination with other utilities and emergency response organizations is vital to the public's safety, our mutual interests. To ensure regional coordination, WNG is involved with emergency management organizations through our five-county service territory. Should an earthquake or other major emergency occur, WNG personnel will automatically coordinate with these organizations.

In addition, WNG will be participating in the statewide earthquake drill, Sound Shake '95. This effort will bring together public emergency response organizations and public and private utilities to conduct tabletop exercises as well as actual field responses to test our region's earthquake preparedness and response capabilities.

Thank you for your attention to this issue. Please call me at (206) 521-5307 if you have any questions or concerns.

Sincerely


Gretchen Hanna
Government Relations



Fact Sheet

EARTHQUAKE PREPAREDNESS for NATURAL GAS

What should natural gas customers do in case of an earthquake?

- » Customers should be familiar with the odor of natural gas to detect a leak. In case of an earthquake, check the gas pipes and appliances for damage.
- » If customers smell the odor or hear the sound of escaping natural gas inside their homes or outside near the meter, they should *not* turn any electrical switches on or off, use the telephone or do anything that might create a spark. All occupants should evacuate the house or building and phone the gas company from another location.
- » If a gas odor is detected or if natural gas is escaping, customers should turn off their gas meter. *If customers do not smell or hear any natural gas leaking, then meters do not need to be turned off.* To do so could deprive customers of service unnecessarily, since it may be some time until company personnel are available to reset meters and check appliances.
- » The meter shut-off valve is located at the first fitting on the gas supply pipe coming out of the ground. Using a Crescent or open-ended adjustable wrench, shut off the meter with a quarter-turn of the valve from a vertical to a horizontal or crosswise position to the pipe.
- » Once the gas is off, customers must not turn their meters back on themselves. Gas company personnel need to be contacted.
- » At least once a year, Washington Natural Gas includes instructions in its bill inserts for turning off a gas meter.
- » In the front of the US West Yellow Pages and the GTE white pages there are instructions on how to turn off the gas meter.
- » Water heaters should be anchored or strapped to a wall or post to resist falling or being displaced due to an earthquake. If a customer has a tank leased or sold by WNG since 1983 and it is not strapped, WNG will inspect it and install a strap at no charge to the customer. Customers with tanks sold by another company should call that company or a qualified plumber or heating dealer for strapping.

Could the Washington Natural Gas system break and cause fires?

- » Our system has withstood two significant earthquakes in the last 50 years...One in 1949 and the other in 1965. The subsequent damage from those earthquakes was minor.
- » 96 percent of the Washington Natural Gas mains are made of plastic or steel (45% polyethylene; 51% steel), which were chosen in part for their flexibility and durability for such extreme conditions as earthquakes.
- » The extent of any damage to the Washington Natural Gas system would depend upon the magnitude of the earthquake, the type of earthquake, the location of the epicenter of the earthquake and soil conditions.

What if there is a natural gas leak in the street?

- » Notify the fire department or gas company immediately if natural gas is leaking in the street. Do not enter the area. Avoid any kind of activity that could produce a spark, such as starting a car, lighting a cigarette, etc. until the gas flow has been shut off and the area has been checked.

How is Washington Natural Gas prepared for an earthquake?

- » Throughout the distribution system, we have valves that can be turned off by gas company personnel allowing us to isolate and shut down the flow of gas in an affected area.
- » Washington Natural Gas personnel with vehicles equipped with radios and cellular phones are spread throughout the system day and night, ready to be dispatched to areas where there may be a natural gas emergency.
- » Throughout the year, Washington Natural Gas inspects and surveys its underground pipe system for leaks.
- » When earthquakes of significant magnitude hit other parts of the country, Washington Natural Gas evaluates what the gas utilities learned and takes preventive measures for its system.
- » Washington Natural Gas has a mutual aid agreement with other gas utilities to obtain additional assistance if needed.

- » **Washington Natural Gas provides training to firefighters throughout the year to further their understanding of controlling natural gas incidents.**

What is an earthquake shut-off valve and how can customers get them?

- » **Earthquake shut-off valves are designed to shut off the flow of gas to appliances if the device senses a shaking of the ground. Shut-off valves do not shut off the meter.**
- » **Earthquake shut-off valves are installed along the gas pipe that exits from the meter and continues into the house. Since they are installed at the customer's discretion on pipes that are owned by the customer, customers are responsible for their installation and maintenance. An earthquake shut-off valve should be selected that meets accepted industry standards.**
- » **Earthquake shut-off valves are not available through WNG.**
- » **Shut-off valves may be activated by the reverberation of a heavy vehicle or from jarring, such as a lawnmower knocking against the meter. If a shut-off valve is activated for any reason, it is the customer's responsibility to have the valve reset.**
- » **Licensed plumbers should install the valves. If an earthquake activates the shut-off valve, customers should contact a qualified installer to check out the system, reset the device and relight appliances.**



News Release

For Immediate Release
April 5, 1995

Contact: Dorothy Bracken
(206) 382-7849

VISIT LOCAL GAS COMPANY OFFICE TO PRACTICE SHUTTING OFF METER

SEATTLE -- With April as "Earthquake Preparedness Month," Washington Natural Gas wants to make sure you know how and when to turn off a gas meter in an emergency.

The gas company has placed an actual, inactive gas meter in the lobby of each of its seven business offices throughout the central Puget Sound region to allow customers and the public to practice shutting off the valve that stops gas from going through the meter.

In case of an earthquake or other emergency, natural gas meters should be shut off only when escaping natural gas can be smelled or heard. If there is no natural gas odor (a smell similar to rotten eggs) or no sound of a leak, meters do not need to be turned off. To do so would disrupt gas service unnecessarily since it could be some time until gas company personnel are available to reset meters and check appliances.

Free information about how to respond to a gas leak accompanies the gas meter displays. Some of the tips are:

- If a gas odor is detected or if natural gas is escaping, do not turn any electrical switches on or off, or do anything that might create a spark.
- Evacuate the house or building if you smell or hear a natural gas leak, and phone the gas company from another location.

-more-

Gas Meter Displays at Washington Natural Gas -- 2

- If you smell or hear natural gas escaping, follow these steps to turn off your gas meter:
 - locate the shut-off valve (usually the first fitting on the gas supply pipe coming out of the ground);
 - use an open-ended wrench to shut off the meter with a quarter-turn of the valve, so the lever is crosswise to the pipe;
 - contact the gas company to inspect the system, reset the meter and check appliances; do not turn your meter back on.

The gas meter is on permanent display in each office. All Washington Natural Gas offices are open from 8 a.m. to 5 p.m., Monday through Friday. They are located at:

- Seattle - 815 Mercer Street (Mercer and 8th Ave. N.)
- Bellevue - 805 156th Ave. N.E. (Crossroads)
- Everett - 1122 75th St. S.W. (Boeing area)
- Renton - 319 S. Third Street (across from Eagles)
- Auburn - 1400 W. Main Street
- Tacoma - 3130 S. 38th Street
- Olympia - 3120 Martin Way

For additional information about earthquake preparedness for natural gas, contact Washington Natural Gas at 464-1999 when calling from the greater Seattle area (south Snohomish County, north King County, Seattle, Eastside and south King County); or at 1-800-999-4964 from Everett, North Bend, Pierce, Thurston and Lewis counties.

The Friends of the Peninsula Library Present

Croatian - Dalmatian Celebration

May 2 - 31 Photographs: Harbor Fishermen
by Guy Hoppen - displayed in the Main Library

May 18
Thurs., 7 pm Sinovi Tamburitza Group
Traditional music both "haunting and joyful"
Accordian - Tamburitza with narration by John Morovich
Main Library - Refreshments

May 24
Wed., 7 pm Early Gig Harbor: Slide Presentation
The Gig Harbor Historical Society offers an absorbing
glimpse into the life of the early settlers.

May 27
Sat., Noon Traditional Cooking: Crust'ela
With Mary Jackson Muldavovich. Demonstration and
tasting with reflections on early harbor life from a
woman's point of view.

Peninsula Library

4424 Pt. Fosdick Dr. NW • 851-3793

Consider becoming a member of the Friends of the Peninsula Library

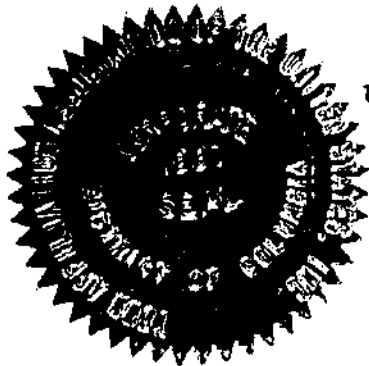
Pierce County Library System 5/95 (400)



THIS IS TO CERTIFY
Gig Harbor, Washington
IS A FULL MEMBER OF

SISTER CITIES INTERNATIONAL

And is entitled to all the privileges and services pertaining thereto
and in recognition of contributions to the development of international
understanding as a participating member for the year indicated hereon.



April 1995 - March 1996

Membership Year

Richard P. Neuberger
President, SCI Board of Directors

Principal Program of the Town Affiliation Association of the U.S., Inc.
A creative force for international cooperation and understanding through citizen involvement and community participation.



JOSEPH L. MCGAVICK
Chairman

MIKE MURPHY
Board Member

JACK RABOURN
Board Member

STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD

1025 E Union • PO Box 43075 • Olympia WA 98504-3075 • (360) 753-6262

RECEIVED

MAY 17 1995

CITY OF GIG HARBOR

May 12, 1995

Mayor of Gig Harbor

This is to notify you that:

RIB TICKLERS, BBQ, INC.
PO BOX 2074
GIG HARBOR, WA 98335-4074

RIB TICKLERS, BBQ RESTAURANT & LOUNGE
3226 HARBORVIEW DR
GIG HARBOR, WA 98335
License No. 358890-2A
UBI No. 601 087 040 001 0002

discontinued sales and service of liquor at the above location on
April 30, 1995.

This is for your information and records.

LESTER C. DALRYMPLE, Supervisor
Licensing Services

JANET M. HARRELL, Customer Service Specialist
Quality Control, Licensing Services
360-753-6250

X095149

cc: Cole Roberts - Tacoma Office





City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: Planning Staff, Ray Gilmore
DATE: *RG* May 17, 1995
SUBJ.: Second Reading of Ordinance - Proposed Amendments to Sign Code

INTRODUCTION/BACKGROUND

This is the second reading on the Planning Commission's proposed changes to the sign code. The ordinance before you incorporates most of the changes as recommended by the City's legal adviser, Carol Morris, and several "housekeeping" changes as discussed by Council and the Planning Commission at the previous worksession.

POLICY

The staff has proposed language which addresses legal counsel's concerns on non-conforming uses. Essentially, the ordinance as proposed would require any change in structural alterations, reconstruction or change in lettering on a sign to require conformity with the standards of the sign code. This is an elimination of the change in tenancy requirement and sets the threshold of conformity as any physical change in the sign. Where there is not a physical alteration of the sign, the conformity threshold is not triggered.

Other changes within the revised sign code are summarized as follows:

ISSUES IDENTIFIED BY LEGAL COUNSEL, CAROL MORRIS

- A. Deleting administrative waiver criteria for off-premise signs - require that off-premise signs go through the normal variance process.
- C. Removing reference to change of ownership or tenancy
- D. Other housekeeping items (e.g., giving full section number in references rather than referring to subsections and subdivisions of code, definition of "substantial curbing", etc).
- E. Eliminating definition of a "Change". Relevant and pertinent language is found in the non-conforming signs section, 17.80.070(C).
- F. Signs within right-of-way are regulated under Section 12.02 of the Gig Harbor Municipal Code. Changes have been made to 17.80.060 (Removal of Signs) to reflect this change.

G. Eliminating the second "Permits Not Required" (17.80.050) and combining with Section 17.80.015.

ISSUES DISCUSSED BY COUNCIL/PLANNING COMMISSION

A. Freeway visibility - An option to modify the last half of the last sentence in 17.80.031(M) to allow visibility at interchange areas is as follows:

M. Sign orientation. Signage shall not be oriented for distant viewing. At least 70 percent of the allowed signage for a building shall be oriented to the road or main parking lot the project has direct driveway access to. The remaining signage may be oriented to the building side or rear, provided that the building has road frontage along that side or rear and provided that the signage is not oriented to the freeway ~~unless the property abuts~~ or freeway interchange areas. (same as current code).

B. Portable Signs/Sandwich Board signs - Modified language to clarify that one portable sign is allowed plus one portable sandwich board sign. (same as current policy)

C. Projecting signs - there is no limit in either the current or proposed code on the number of projecting signs as long as they don't exceed wall sign area allowances.

D. Sandwich board signs - Modified the language to clarify that sandwich board signs are limited to 12 square feet total both sides.

E. Illumination color - The purpose of restricting color to ivory is to preserve residential character near homes. Ivory letters reflects natural lighting and is particularly appropriate in historic areas where a candlelight ambiance may be desired. A less restrictive option for Area 3 would be to change to Section 17.80.035(A) to read as follows:

A. Illumination. When illumination is desired in Area 3, the City encourages use of external light sources subject to the provisions of Section 17.80.030(H). Internally illuminated signs are permitted subject to the provisions of section 17.80.030(H), ~~except that illuminated text must be ivory colored~~ must be a light color contrasted against a dark background.

F. Differentiation between Area 1 & 2 - When the sign code was last updated, there was consideration for 5 sign areas. That was reduced down to 3 areas. Area 1 was part of the area defined for the westside annexation area which was allowed increased sign area to encourage annexation. The Planning Commission did not consider any changes to Area 1 & 2. The Planning Commission is proposing changes to Area 3 which include a number of incentives for wood or carved signs, and also more flexible allowances for sandwich board sign locations.

G. Amortization/Non-conforming signs -

There are three options: (1) As stated in latest draft, a modification of the recommendation by Planning Commission is included, except reference to change of ownership or tenancy has been deleted and instead require that a permit (hence conformance) is required any time there is a material change to the sign include sign panels and letters (allowing for normal maintenance); (2) Include an amortization clause (A five year amortization clause was in the Planning Commission's original draft); (3) leave the code as it is regarding non-conforming signs.

FISCAL IMPACT

The revised sign code will have some degree of fiscal impact as it does require continued public expenditures for administration and enforcement, principally by the Planning-Building Department. Signs in right-of-way are administered by the Public Works Department, which would incur the fiscal impact from administration and enforcement. Because there has not been any direct involvement by Public Works in sign code administration since Title 12.02, this would constitute an additional financial burden and would most likely require new administrative and enforcement efforts.

RECOMMENDATION

Staff recommends adoption of the revised sign code, inclusive of any adjustments Council may deem appropriate at this meeting.

F:\USERS\RAY\COUNCIL\CCSIGN3.WPD

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO REGULATION OF COMMERCIAL AND NON-COMMERCIAL SIGNS; MAKING REVISIONS TO TITLE 17.80 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor's Comprehensive Plan on page 30 includes the stated intent to allow for effective signage to identify businesses while also providing a positive contribution to the City's visual quality and that "attention getter" signs are neither necessary nor desirable in Gig Harbor's small town setting; and,

WHEREAS, the Planning Commission in its deliberation reviewed research pertaining to sign legibility which indicates that it takes one inch of letter height for every 50 feet of distance it is read from and that speeds of up to 55 mph on a six lane highway requires a letter height of 16 inches (visible from a distance of 800 feet) to allow adequate time to respond to the sign; and,

WHEREAS, the City Council finds that restricting letter heights to up to eighteen and twenty-four inches for upper and lower case letters is reasonable in that it would allow for signs that would be more than adequate in size to be read from all of Gig Harbor's streets without unduly limiting creativity in sign design; and,

WHEREAS, the City Council finds that signs in excess of 18 and 24 inches are larger than necessary for reasonable legibility and creativity and therefore constitute "attention getting" signs; and,

WHEREAS, emerging trends in signage and business advertisement such as (but not limited to) the use of letter sizes far in excess of normal legibility requirements, the outlining of a building's architectural features with neon tubing, the use of large corporate or business colored panels (often illuminated) and the continuing trend of using large backlit awnings for signage are considered forms of "attention getting" signage which current sign codes do not adequately regulate; and,

WHEREAS, the City has witnessed an increased use of large "attention getting" signs which have been permitted under existing sign code regulations; and,

WHEREAS, signage has become an increasingly visual component in the commercial areas of the City and also along State Route 16, thereby adversely affecting Gig Harbor's traditional visual character; and,

WHEREAS, the Comprehensive Plan states several goals and policies relating to maintaining signage as a subordinate element in building design including, but not limited to (a) minimizing sign area in facade design, (b) avoidance of signage as a dominant architectural feature, including corporate or log panels into signage area calculations, (b) avoidance of covering

architectural details, (c) encouragement of sign designs which reflect the building style or period by encouraging sandblasted-type signs; and,

WHEREAS, the Comprehensive Plan has the stated goal on page 32-33 to avoid flamboyancy in signage by keeping internally illuminated signs subdued through restrictions on sign face illumination; and,

WHEREAS, the Comprehensive Plan on page 33 has the stated goal to coordinate sign designs on multi-tenant buildings through the use of master sign plans designed to allocate signage among tenants and to unify the site design; and,

WHEREAS, the Comprehensive Plan has the stated goal on page 34 to restrict use of off-premise signage and to avoid signage design for distant viewing; and,

WHEREAS, the Comprehensive Plan identifies SR-16 as an enhancement corridor which should require an extensive level of design review; and,

WHEREAS, the Planning Commission held two public hearings on the proposed sign code amendments on February 2, 1995 and March 16, 1995 to accept public testimony on the proposed amendments and four worksessions during February and March of 1995 to consider the *public testimony and make adjustments to the sign code as deemed necessary and appropriate*; and,

WHEREAS, the City Council conducted a worksession with the City Planning Commission on May 15, 1995, and, as deemed appropriate by the Council, adjustments have been made to the recommendations of the Planning Commissions draft proposal: and,

WHEREAS, the City Council finds that the proposed amendments will (a) further the goals and policies outlined in the City's Comprehensive Plan (b) protect the public health/safety/welfare by avoiding excessive light and glare of illuminated signage, and (c) and preserve the visual quality which has attracted tourists and new residents to the Gig Harbor area thereby preserving property values and promoting economic development in the Gig Harbor area; and,

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. Section 17.80 of the Gig Harbor Municipal Code is hereby amended as follows:

**Section 17.80
CITY OF GIG HARBOR
SIGN CODE**

Sections:

- 17.80.010 Purpose and scope.
- 17.80.020 Definitions.
- 17.80.030 Permits required.
- 17.80.033 Sign Standards for Areas 1 & 2
- 17.80.035 Sign Standards for Area 3
- 17.80.040 Temporary signs.
- 17.80.050 Permits not required.
- 17.80.060 Prohibited signs.
- 17.80.070 Administration and enforcement.
- 17.80.080 Liability.

17.80.010 PURPOSE AND SCOPE.

A. Purpose. It is the purpose of this chapter to promote a quality visual environment by establishing reasonable standards for the size, placement, height and maintenance of outdoor signs, graphics and advertising. It is further intended to encourage quality design and material composition which create an attractive community and business climate. Special emphasis should be placed on achieving harmony with building design, settings and the character of the surrounding areas.

B. Scope. This chapter shall not regulate traffic and directional signs installed by a governmental entity; signs not readable from nor intended to be viewed from a public right-of-way or waterway; merchandise displays; point-of-purchase advertising displays such as product dispensers; on product dispenser machines; national flags; flags of a political subdivision; symbolic flags of an institution; legal notices required by law; barber poles; historic site plaques; gravestones; structures intended for a separate use, such as phone booths, Goodwill containers and recycling containers; or lettering or symbols painted directly onto or flush-mounted magnetically onto a motor vehicle operating in the normal course of business.

17.80.050 PERMITS NOT REQUIRED.

The following shall not require a permit; provided however, these exemptions shall not be construed as relieving the owner from the responsibility to comply with the provisions of this chapter or any other law or ordinance.

A. The changing of the advertising copy or message on a lawfully erected, ~~painted or printed sign or the changing of the advertising copy thereof~~ readerboard or similar sign specifically designed for the use of replaceable copy;

B. ~~Painting, repainting~~ Repainting or cleaning of a lawfully erected sign ~~or the changing of the advertising copy thereof~~ and other normal maintenance ~~which does not involve a change of sign color or design~~ unless a structural or electrical change is made.

C. Temporary decorations customary for special holidays erected entirely on private property;

D. On-premises directional signs not exceeding 46 4 square feet and distance from the ground level at the base of the sign to the top of the sign shall not exceed eight 4 feet unless it is attached to a wall, in which case the sign must have a maximum clearance of 27 inches or a minimum clearance as defined in subdivision 17.80.035(1)(2) of this code.

E. ~~Incidental signs~~; Poster signs, per Section 17.80.040(B);
F. ~~Campaign and political signs~~, per city ordinance Section 17.80.040 (f) and (G);
G. ~~One nonelectric on-premises bulletin board not exceeding 12 square feet in area for each charitable or religious organization;~~

H. ~~G. One temporary construction sign per street frontage of up to 32 square feet or one project identification sign, per Section 17.80.040 (D)(1);~~

~~I. Institutional identification signs not exceeding 18 square feet on all faces. The top of the sign shall not be higher than six feet from the ground level;~~

J. ~~H. One wall or projecting gas station price sign or one portable gas station price sign per station limited to maximum of 30 square feet total area on all sides and in addition to one wall or projecting gas price sign and in lieu of a portable gas station price sign, one gas price sign may be incorporated into an approved free-standing ground sign, subject to maximum size and height allowances for free-standing signs. Portable gas price signs shall have a maximum height from the ground of five feet. Illumination of portable gas price signs shall be limited to an external source or to an opaque face with illuminated letters only.~~

~~K. One emblem of organization sign per city entrance and the total area of the sign on all of its faces shall not exceed 24 square feet;~~

L. ~~I. One lot identification sign per single family dwelling in the R-1 district with the total area not to exceed (a) two square feet, per residential dwelling unit, not to exceed a maximum of 18 square feet for multi family projects, and (b) 18 square feet for nonresidential uses;~~

M. ~~I. One neighborhood identification sign not exceeding a total of 12 square feet on all its faces and the height from the base of the sign to the top shall not exceed six feet;~~

N. ~~One temporary sign not exceeding 32 square feet and displayed for 31 days per calendar year;~~

O. ~~K. One nonelectric portable sign not exceeding four square feet located on premises.~~

17.80.020 DEFINITIONS.

The following definitions shall apply for the purpose of this code:

1. ~~Abandoned sign~~ - "Abandoned sign" means a sign that no longer correctly identifies, exhorts or advertises any person, business, lessor, owner, product or activity conducted or available on the premises where such sign is located.

2. ~~Advertising copy~~ - includes "Advertising copy" means any letters, figures, symbols, logos or trademarks which identify or promote the sign user or any product or service; or which provides information about the sign user, the building or the products or services available.

3. ~~Building~~ - "Building" means a roofed and walled structure built for permanent use.

4. ~~Bulletin board~~ - "Bulletin board" means a board or small sign on which notices, community events or hours of operation are posted.

~~5. Change~~ - in reference to a sign, a Change. A change to a sign change consists of relocating the sign, replacing 50 percent or more of the structural material in the sign area or any s. Normal maintenance and a change of name are not changes which of a sign does not

require a permit.

~~65. Code Administrator - Code Administrator. The code administrator shall be the city's planning director or designee, who shall be authorized to enforce all of the provisions of the sign code.~~

~~76. District, Sign, Districts, Sign Overlay.~~

a. Area 1. Those properties situated 300 feet back from the beginning and ending of the Olympic Drive freeway interchange, including those properties located with the Olympic Village and interchange area.

b. Area 2. The Westside business district outside the defined interchange area, the commercial zones on Pioneer Way and Kimball Drive, and the commercial zones on the west side of Soundview Drive outside the Olympic Village interchange, and the commercial area at the Burnham Drive/Harborview Drive interchange.

c. Area 3. The RB-1 zoning district along Soundview Drive, and all other commercial districts and residential areas.

~~87. Double-faced sign - "Double-faced sign" means a sign that has advertising copy on opposite sides of a single display surface or sign structure.~~

~~98. Electric sign - "Electrical sign" means a sign or sign structure in which electrical wiring, connections and/or fixtures are used as part of the sign proper.~~

~~109. Facade - "Facade" means the entire building front or street wall face of a building extending from the grade of the building to the top of the parapet or eaves and the entire width of the building elevation.~~

~~110. Flashing sign - "Flashing sign" means a sign or a portion thereof which changes light intensity or switches on and off in a constant pattern or contains motion or the optical illusion of motion by use of electrical energy. Changing message centers shall not be considered flashing signs.~~

~~121. Freestanding sign - "Freestanding sign" means a sign attached to the ground by a sign structure and supported by uprights placed on or in the ground - a sign supported by a pole(s) or mounted on a sign base and is not connected to or supported by any other structure.~~

~~1312. Freeway Interchange Area - Freeway Interchange Area. The freeway interchange of State Route 16 (SR 16) shall be the area between where the present or designed future on and off ramps to the highway area situated measured between the intersection of the fog line of the exit and on-ramps that are near SR-16. This designation applies to those properties situated 300 feet back from the freeway interchange.~~

~~1413. Gas station price sign - "Gas station price sign" means a sign advertising the price of motor fuel and contains no other business advertising.~~

~~1514. Grade - "Grade" means the elevation as measured at the relative ground level in the immediate vicinity of the sign.~~

~~16. "Ground sign means a sign of limited height (maximum of 12 feet) constructed and affixed on a foundation upon or in the ground.~~

~~17. 15. Incidental sign - "Incidental sign" means a small nonelectric information sign four square feet or less in area which pertains to goods, products, services or facilities which are available on the premises where the sign occurs and is intended primarily for the convenience of the public while on the premises.~~

~~18 16. Institutional sign - "Institutional sign" means a sign to identify educational, civic and religious institutions.~~

~~19 17. Landscaping - "Landscaping" means the planned used of trees, shrubs and other living plant materials used in conjunction with a sign and other decorative features.~~

~~20 18. Lot identification sign - "Lot identification sign" means a sign to identify the occupants of the premises.~~

~~21 19. Mansard roof - "mansard roof" means a sloped roof or roof-like facade architecturally able to be treated as a building wall.~~

~~22 20. Marquee - "marquee" means a permanent structure attached to, supported by and projecting from a building and providing protection from the weather elements, but does not include a projecting roof. For purposes of this chapter, a freestanding permanent roof-like structure providing protection from the elements, such as a service station gas pump island, will also be considered a marquee. This also includes canopies.~~

~~23 21. Neighborhood identification sign - "neighborhood identification sign" means a sign to identify a particular residential area or development four acres or greater in size.~~

~~24 22. Neon sign - use of illuminated neon tubing used to "Neon sign" means a symbol, logo, or message comprised of illuminated neon tubing used to attract attention for advertising purposes draw attention to a business or building in any manner, including (but not limited to) neon text symbols, logos or outlining of a building's architectural features Neon signs shall not flash, oscillate or revolve.~~

~~25 23. Off-premises directional sign - "Off-premises directional sign" means a permanently installed sign which provided directional information to a business or service parcel located in the Gig Harbor area, but not located on the same property parcel as the sign in question.~~

~~26 24. Off-premises sign - "Off premises sign" means a sign relating, through its message and content to a business activity, use, product or service not available on the premises on which the sign is erected.~~

~~27 25. On-premises directional sign - "On-premises directional sign" means a permanent sign that directs the public to a specific place such as an entrance, exit, or parking or service area, or a particular aspect of a business establishment.~~

~~28 26. On-premises sign - "On-premises sign" means a sign which carries only advertisements and messages strictly applicable to a lawful use of the premises on which it is located.~~

~~29 27. Portable sign - "Portable sign" means a sign made of any material, which by its design is readily movable and is not permanently affixed to the ground, structures or buildings.~~

~~30 28. Projecting sign - "Projecting sign" means a sign which is attached to and projects more than one foot from a structure, building face or marquee.~~

~~31 29. Readerboard - "Readerboard" means a sign face consisting of tracks to designed to hold readily changeable letters allowing frequent changes of copy.~~

~~32 30. Revolving sign - "Revolving sign" means a sign which rotates or turns in a circular pattern.~~

~~33 31. Roof sign - "Roof sign" means a sign supported by and erected on and above a roof or parapet, or fascia of a building or structure (shall not include a sign erected on the~~

face of a mansard roof).

~~34 32. Sandwich board/Sidewalk sign - Sandwich Board/Sidewalk Sign - Such sign shall have a maximum height of three feet and width of two feet located in front of the business a portable sign consisting of two sign faces hinged at the top and separated at the bottom to make it self-standing~~

~~35 33. Sign - "Sign" means any visible communication device, structure, or fixture which is visible from any right-of-way or waterway and is intended to aid the establishment in question in promoting the sale of products, goods, services, events or to identify a building, using graphics, letters, figures, symbols, trademarks or written copy. Steel, plastic or similar panels displaying corporate colors, logos or trademarks and as are common on corporate signature buildings to give identity to the business shall be considered signage. Corporate colors which conform to design guidelines as may be adopted by the City shall be excluded from this definition. Inflatable displays, figures, or product representations shall also be considered signage~~

~~36 34. Sign area - "Sign area" means the entire area of a sign on which copy, logos, trademarks, and business or corporate colors are to be placed. Sign structures and associated architectural embellishments, frameworks and decorative features which contain no written or advertising copy, which are not illuminated and which contain no logos or trademarks shall not be included. Sign area shall be calculated by measuring the area of the smallest rectangle, circle, triangle or parallelogram that can be drawn around all parts of the sign from the viewpoint exposing the largest sign surface area, excluding simple support structures. Sign supporting structures which are part of the sign display shall be included in the area of calculation.~~

~~37 35. Temporary construction sign - "Temporary construction sign" means a sign jointly erected and maintained on premises undergoing construction, by an architect, contractor, subcontractor and/or materialman, upon which property such person is furnishing labor or material.~~

~~38 36. Temporary sign - "Temporary sign" means any sign or advertising display constructed of cloth, canvas, light fabric, paper, cardboard or other light materials, with or without frames intended to be displayed for a limited time only and not permanently attached to a building or site.~~

~~39 37. Wall graphics - Wall Graphics - A wall graphic is a wall sign of which color and form are part of an overall design on the building.~~

~~38 Wall plane - includes that portion of a facade which is contained on one general plane. If there is a shift in the facade, forward or back, a new plane is created. A single wall plane may contain windows and doors but it is generally a solid surface, notwithstanding the fact of projecting porches or colonnades may be considered part of the wall plane the porch or colonnade projects from for calculating signage area~~

~~40 39. Wall sign - "Wall sign" means a sign attached or erected parallel to and extending not more than one foot from the facade or face of any building to which it is attached and supported throughout its entire length, with the exposed face of the sign parallel to the plane of said wall or facade. Signs incorporated into mansard roofs, marquees or canopies shall be treated as a wall sign.~~

~~17.80.030 Permits required.~~ **17.80.030 PERMIT PROCEDURES.**

The following regulations shall apply to all signs.

~~A. Permit Requirements. A—A special sign overlay district is adopted and portrayed on Map 4. The standards of this chapter shall be applied as defined in the specific overlay areas.~~

B—Signs located on public right-of-way are exempt from the permit requirements of this section and shall be processed and administered as per section 12.02. No sign shall be installed, constructed, painted, structurally altered, posted or applied without first obtaining a sign permit from the code administrator, unless exempted by this chapter. A separate permit shall be required for each group of signs ~~installed simultaneously~~ on a single supporting structure ~~installed simultaneously~~. Thereafter, each additional sign erected on the structure must have a separate permit.

~~B. Permit Application Procedures. C. Permit Requirements.~~ Applications for signs shall be accompanied by:

- ~~1. a.~~ Two site plans showing the location of the affected lot, building(s) and sign(s), showing both existing ~~and proposed~~ signs;
- ~~2. b.~~ Two copies of a scaled drawing of the proposed sign or sign revision, including size, height, copy, structural footing details, material specifications, method of attachment, illumination, front and end views of marquees, calculation for dead load and wind pressure, photograph of site and building marked to show where sign or marquee is proposed, and any other information required to ensure compliance with appropriate laws;
- ~~3. c.~~ Written consent of the owner of the building, structure, or property where the sign is to be erected;
- ~~4. d.~~ A permit fee is ~~as~~ adopted by resolution of the city council;
- ~~5. e.~~ Exemptions. The code administrator may waive submission of plans and specifications when the structural aspect is of minor importance.

~~C. Administrative Requirements. 2. Administrative Requirements.~~ The code administrator shall ascertain that the sign installer has a valid Washington State contractors license ~~when a sign requires a building permit~~, unless the sign is being installed by the owner of the sign.

~~D. Variances. 3. Variances.~~ Any person may apply to the hearing examiner for a variance from the requirements of this chapter. Variances shall be processed by the code administrator. The hearing examiner ~~may grant a variance from the provisions and/or the requirements of the chapter shall review a sign variance application in accordance with the applicable procedures established in Chapter 17.10. In the Examiner's determination whether a sign variance should be granted, the examiner will follow the applicable criteria in lieu of the criteria set forth in Section 17.66.030 (B)(1), (2), (3), (4) and (5)~~

- ~~1. a.~~ The granting of the variance would not be materially detrimental to the property owners in the vicinity and the variance sought is of minimum sign size, height, and scope to meet the conditions and needs of the applicant; and
- ~~2. b.~~ The granting of the variance would not be contrary to the objectives of

this chapter; and

~~3~~ c. The signage of the property in question cannot be adequately met under the literal interpretation and strict application of the chapter; and

~~4~~ d. The granting of the variance is necessary because of special circumstances relating to property location, topography, shape and size; site distance and limited view to property. ~~and/or dependency of business to visual access of freeway traffic in the freeway interchange area (Area 1).~~

~~E. Administrative Waiver - Off-premises Signs~~ ~~4. Administrative Waiver - Off-premises Signs.~~ ~~Off-premises commercial signs are prohibited by the City, unless a waiver is granted by the code administrator for an off-premises directional sign. Waivers shall only be granted upon a clear demonstration that the applicant's business or property is not visible from any streets or roads or on-premises signing cannot adequately convey the location and identity of the business to consumers who would normally use the business.~~

~~1. a. Such signs shall be directional only (no advertising other than name and location).~~

~~2. b. No more than two such signs for each business shall be approved.~~

~~3. c. The total area of the sign shall not exceed 24 square feet, such sign(s) must be permanently installed on private property, and the application must be accompanied by written permission of the owner of the property where the sign is to be located. Portable direction signs are not permitted, except real estate directional signs.~~

~~4. d. Such sign shall meet all other applicable provisions of this chapter.~~

~~5. e. If more than one business in an immediate area has need for an off-premises directional sign, all must be identified on the same sign.~~

~~E. Administrative Waiver - Design Restrictions.~~ Restrictions pertaining to the location of a sign within architectural features of a building or to color of illumination as required in sections 17.80.035(B)(2) & 17.80.035(A) & (C)(2) shall be observed unless a waiver is granted by the code administrator. Waivers may be granted by the code administrator upon a clear demonstration that the following conditions apply:

~~1. The proposed sign design is consistent with design guidelines in place at the time the waiver is requested.~~

~~2. The building for which the waiver is requested lacks useable wall and/or fascia space common to newer buildings.~~

~~3. The waiver shall not be granted for the purposes of increasing advertising effectiveness.~~

~~4. If colored illumination is desired in Area 3, the sign is not visible to any residents within 200 feet of the parcel the sign is located on.~~

~~5. All reasonable alternative locations for signage have been explored by the applicant.~~

~~17.80.031 GENERAL REGULATIONS. D. Sign Standards and Conditions.~~

~~1. General Regulations:~~

A. Sign district. ~~A special sign overlay district is adopted and portrayed on Three~~ sign districts are created as designated on Map 1. The standards requirements of this chapter shall be applied to signs in all districts except for the special requirements to be imposed on signs located in each of the three districts ~~as defined in the specific overlay areas~~.

B. Motion signs prohibited. a- No sign or any part of a sign shall be designed or constructed to be moving by any means, and shall not contain items such as banners, ribbons, streamers and spinners. These devices, when not part of any sign, are also prohibited. Limited use of thematic flags, banners and pennants which are complementary to a specific location or structure may be permitted upon approval of the code administrator. This waiver is not intended to permit the use of numerous types of devices which as a result of wind pressure may move to a point of attracting attention of vehicular and pedestrian traffic.

C. Exposed sign supports. b- Exposed braces and angle irons are prohibited unless they are a decorative element in the sign structure (e.g., wrought iron 'S' curve braces) or unless there are no other practical means of supporting the sign.

D. Flashing signs. e- No sign shall have blinking, flashing, fluttering or moving lights or other illuminating device which has a changing light intensity or color; provided, however, temperature and/or time signs that conform in all other respects to this chapter are allowed.

~~d- No window signs above the first floor shall be illuminated.~~

E. Uniform Building Code compliance. e- The structure and installation of all signs shall comply with the latest adopted edition of the Uniform City's Building Code. f- Such sign shall meet all other applicable provisions of this chapter.

F. Off-premise directional signs. g- Off-premise directional signs may only be allowed if a variance is granted pursuant to Section 17.80.030(D). If more than one business in an immediate area has need for an off-premises directional sign, all must be identified on the same sign. (see 17.80.030(F))

G. Maintenance required. e- All signs, together with all of their supports, braces, guys and anchors, shall be maintained in good repair and in a safe, neat, clean and attractive condition.

H. Illumination restrictions. h- The light directed on, or internal to, any sign shall be so shaded, shielded and/or directed so that the intensity or brightness shall not adversely affect safe vision of operators of vehicles moving on private or public property or pedestrians on a public right-of-way. Electric signs shall not use incandescent bulbs for internal illumination. Lights on externally illuminated signs shall be so shielded as to contain the light to the sign surface only. Internally illuminated signs shall be limited to individual pan-channel letters or to cabinet or awning signs with individual letters cut out of an opaque sign or awning face. Internally illuminated letters shall be limited to a letter height of 24 inches for the first letter of each word with the remaining letters limited to an 18 inch height maximum. Sign or awning materials must block out all light. Only the text may be translucent. Lighted signs visible from nearby residences shall have low or soft illumination or be shielded in a manner to not adversely affect such residents.

I. Portable signs. i- Portable signs shall not exceed 12 square feet in sign area and not more than one such sign plus one portable sandwich board sign may be displayed per business. Portable signs must be located on the premises to which they relate, except real

estate directional signs.

J. Abandoned signs. Abandoned signs shall be removed by the owner or lessee of the premises upon which the sign is located after the business or service advertised is no longer conducted on the premises.

K. Master sign plan. All commercial buildings shall provide a master sign plan for the entire structure or project. The plan shall indicate the amount and location of signage allocated to each tenant space. The signage plan must be designed so that it establishes a common theme or design, uses similar construction methods, has compatible colors, lettering, lettering style, symbols, scale and size of signs and/or identical background. Sign plans are intended to unify the design of a project. Sign plans shall be approved through the site plan review process except that existing buildings may have sign plans approved administratively. All existing multi-tenant projects or buildings shall submit a master sign plan prior to issuance of any new sign permits for said buildings.

L. Color restrictions. "Day-glo", fluorescent or reflective colored materials that give the appearance of changing color or brilliant luminescent colors shall not be permitted. Additional color restrictions are defined for Area 3.

M. Sign orientation. Signage shall not be oriented for distant viewing. At least 75 percent of the allowed signage for a building shall be oriented to the road or main parking lot the project has direct driveway access to. The remaining signage may be oriented to the building side or rear, provided that the building has road frontage along that side or rear and provided that the signage is not oriented to the freeway or freeway interchange areas.

~~2- Freestanding Ground Signs-~~

~~a. Sign height is the vertical distance from the highest point of the sign to the finished grade at the base of the supports.~~

~~b. Freestanding signs shall not be permitted in any area of the city.~~

~~c. Height standards:~~

~~Areas 1 and 2 Ground signs shall not exceed 12 feet in height.~~

~~Area 3 Ground signs shall not exceed six feet in height.~~

~~d. Sign surface standards:~~

~~Areas 1 and 2 50 square feet for a single side or 100 square feet total both sides.~~

~~Area 3 24 square feet for a single side or 48 square feet total both sides.~~

~~e. Location. Ground signs may not be located on public property. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage. Placements in these locations are subject to approval by the public works director. The placement of ground signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.~~

~~f. Number:~~

~~i. One ground sign shall be permitted on each street frontage of property on which the business is located.~~

~~ii. If a projecting sign is used, no freestanding sign shall be permitted on the property.~~

~~g. Landscaping.~~

~~i. Each sign shall have a landscaped area twice the size of the sign area at the base of the sign. The landscaping and sign base shall be protected from vehicles by substantial curbing.~~

~~ii. Permits for signs shall not be granted until required landscaping is installed or a bond or assigned funds in the amount of 125 percent of the estimated cost of the landscaping is provided.~~

~~iii. These requirements may be waived if the sign is located in an area that is part of an approved overall site landscape plan.~~

~~3. Wall Mounted Signs:~~

~~a. Total Area. Painted or attached signs on any wall shall not exceed the following ratios:~~

~~Area 1 Two square feet of sign area to one lineal foot of building front; provided however, 50 square feet of sign area is guaranteed each business frontage. Those businesses with both a building front and one side wall exposure to vehicular and pedestrian traffic may, as an option for purposes of calculating total wall sign area, add the lineal footage of the building front and side wall then divide by two.~~

~~Area 2 One and on half square feet of sign area to one lineal foot of building front. Those businesses with both a building front and one side wall exposure to vehicular and pedestrian traffic may, as an option for purposes of calculating total wall sign area, add the lineal footage of the building front and side wall then divide by two.~~

~~Area 3 One square foot of sign area for every lineal foot of wall upon which it is mounted or 50 square feet, whichever is less.~~

~~b. Wall signs shall not project above roof lines.~~

~~4. Window Signs:~~

~~a. Where a window sign is utilized in place of a wall sign, the area standards contained in paragraph a of subdivision 3 of this subsection shall apply.~~

~~b. In addition to the area requirements of paragraph a of this subdivision, businesses are allowed one painted window sign identifying the business. The maximum area of these signs is six square feet.~~

~~c. Signs above the first floor are not included in the maximum sign area of a site, and are allowed to businesses located above the first floor with a maximum area of one square foot of sign area for each lineal foot of window frontage.~~

~~5. Projecting Signs:~~

~~a. Surface area:~~

~~Areas 1 and 2 32 square feet total both sides.~~

~~Area 3 32 square feet total both sides and shall be engraved or painted wood or painted metal.~~

~~b. All projecting signs must be at least eight feet above sidewalks and walkways and 15 feet above vehicular ways.~~

~~c. Sign shall not project more than three feet or one third the width of the sidewalk or walkway.~~

~~d. Businesses choosing to use projecting signs shall reduce the amount~~

~~of allowable wall mounted or window sign area by the proportionate amount of sign area allowed under subparagraph a of subdivision 3 and paragraph a of subdivision 4 of this subsection respectively.~~

~~6. Shopping Center Identification Sign(s). Each shopping center as qualified below may be permitted a shopping center identification sign(s). The shopping center identification sign shall be limited to one sign per street frontage, and subject to the height and size requirements of the areas in which the center is located. Such sign(s) shall be permitted for shopping centers which contain no less than 10 separate tenants, and restricted to only the identification of the shopping center. The shopping center identification sign shall be located in a planter of appropriate dimension. Individual tenants/businesses within a planned shopping center shall only be allowed to use wall signs.~~

~~7. Office Building Identification Sign. IN addition to those signs permitted by this chapter, each office building as qualified below may be permitted a building identification sign. The sign shall be in architectural harmony with the design of the buildings to be identified. The office building identification sign shall be limited to one sign per street frontage, and subject to the height and size requirements of the areas in which the building is located. One such sign(s) shall be permitted for office buildings which contain no less than four tenants or any institutional use, and the copy shall include only the name of the office building or institutional use. A directory or other exclusively informational listing of tenant's names may be attached, provided the area does not exceed 12 square feet.~~

~~8. Sidewalk/Sandwich Board. One sidewalk or sandwich board sign per business shall be permitted subject to the following:~~

~~a. Signs shall be located next to the curb edge of a sidewalk on premises in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones or pedestrian traffic.~~

~~b. Signs shall be located directly in front of the sponsoring business, within 12 feet of the main entrance to the business and during business hours only.~~

~~c. Owners of such signs shall assume liability for damage resulting from their use and shall provide the city with an appropriate legal document holding the city harmless for such resulting loss.~~

~~d. No sign shall be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.~~

~~e. Maximum allowable sign area shall be 12 square feet.~~

~~9. Wall Graphics. There are not restrictions on wall graphics provided that they do not constitute advertising of a business or product normally subject to the provisions for painted signs.~~

17.80.033 SIGN STANDARDS FOR AREA 1 & 2

In addition to other applicable requirements of this chapter, signs located in Areas 1 and 2 shall conform to the following

A. Freestanding Signs.

1. Height measurement Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for

purposes of increasing overall sign height.

2. Height standards: Freestanding ground signs shall not exceed 8 feet in height.

3. Clearance standards: Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of 27 inches.

4. Maximum sign area: 50 square feet for a single side or 100 square feet total both sides, or one square foot of sign area for every three feet of frontage the sign is located on, whichever is less.

5. Location: Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

6. Density: One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than 1000 feet of continuous street frontage and with more than one entrance may install a free-standing sign at each entrance, provided that no single sign exceeds the maximum sign area described under section 17 §0.033(A)(4). Where there is frontage on more than one street, each frontage is treated independently.

7. Landscaping: Freestanding signs must be landscaped around the base of the sign.

a. Each sign shall have a landscaped area twice the size of the sign area. The landscaping and sign base shall be protected from vehicles by a six-inch high curb (or equivalent) at least three feet from the sign base.

b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.

c. These requirements may be waived by the administrator if the sign is located in an area that is part of an approved overall site landscape plan.

B. Wall Mounted Signs.

1. Total Area: Painted or attached signs on any wall shall not exceed the following ratios:

<u>Area 1</u>	Two square feet of sign area to one lineal foot of commercial building front or 50 square feet of sign area, whichever is greater, is allowed each business provided that signage does not exceed 10 percent of the wall plane it is mounted to.
<u>Area 2</u>	One and one-half square feet of sign area to one lineal foot of commercial building front, provided that signage does not exceed 10 percent of the wall plane it is mounted to.

2. Architectural Details: Signs may not cover or obscure important architectural details of a building such as stair railings, turnings, windows, doors, decorative louvers, or similar elements intended to be decorative features of a building design. Signs must appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural signs bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example may provide

an effective location for signage. Signs hanging between pillars and archways may also be an effective design solution. However, to avoid a "maxed out" appearance, signs shall be no larger than 70 percent of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and wall. For example, a pillar between a door and window which is 30 inches wide may have a sign which is 21 inches wide.

3. Height restriction. Wall signs shall not project above roof lines or fascia boards.

C. Window Signs.

1. Allowed size. Where a window sign is utilized in place of a wall sign, the area standards contained in section 17.80.033(B)(1) shall apply.

2. Extra sign allowed. In addition to the area requirements of section 17.80.033(B)(1), businesses are allowed one painted window sign identifying the business. The maximum area of these signs is six square feet.

3. Second-story signs. Signs above the first floor are not included in the maximum sign area of a site and are allowed to businesses located above the first floor with a maximum area of one square foot of sign area for each linear foot of window frontage.

D. Projecting Signs.

1. Surface sign. Projecting signs are limited to 32 square feet total both sides. Projecting sign area shall be included from the allowable wall signage determined under section 17.80.033(B)(1).

2. Clearance requirements. All projecting signs must be at least eight feet above sidewalks and walkways and 15 feet above vehicular ways.

3. Maximum projection. Projecting signs shall have a maximum width of 3 feet with a maximum clearance of 6 inches from the building wall.

4. Design Restriction. Projecting signs may not be cabinet-type signs and may not be internally illuminated.

E. Sidewalk/Sandwich Board. One sidewalk or sandwich board sign per business building entrance (not to exceed one sign per business) may be permitted subject to the following:

1. Location. If allowed in public right-of-way such as a sidewalk, sandwich board signs shall be located next to the sidewalk curb edge in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones, car or pedestrian traffic, as approved by the Public Works Director. No sign may be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.

2. Hours of display. Signs shall be located directly in front of the sponsoring business, within 12 feet of the building entrance and during business hours only.

3. Owner liability. Owners of such signs shall assume liability for damage resulting from their use and shall provide the city with an appropriate legal document holding the city harmless for such resulting loss.

4. Allowed size. Maximum allowable sign area shall be 12 square feet total both sides. Such signs shall have a maximum height of three feet and width of two feet located in front of the business.

5. **Signs in Public Right-of-Way.** In order to place a sandwich board or portable sign in the public right-of-way, the sign owner must comply with the requirements of this chapter as well as the requirements of Chapter 12.02, Right-of-Way permits.

F. **Wall Graphics.** There are no restrictions on wall graphics provided that they do not constitute advertising of a business or product normally subject to the provisions for painted signs.

17.80.035 SIGN STANDARDS FOR AREA 3

The following sign standards shall apply:

A. **Illumination.** When illumination is desired in Area 3, the City encourages use of external light sources subject to the provisions of section 17.80.030(H). Internally illuminated signs are permitted subject to the provisions of section 17.80.030(H), except that illuminated text must be ivory colored and the light source must be white if the parcel the sign applies to is within 200 feet of any residential zone or development.

B. Freestanding Signs.

1. **Height measurement.** Freestanding signs shall be measured from the highest point of the sign to the finished grade at the base of the sign support. Finished grade shall be the final grade approved through the site plan review process and shall not be increased for purposes of increasing overall sign height.

2. **Height standards.** Freestanding ground signs shall not exceed 6 feet in ~~height.~~

3. **Clearance standards.** Freestanding signs which abut the edge of a sidewalk shall have a maximum clearance of 27 inches.

4. **Maximum sign area.** 24 square feet for a single side or 48 square feet for both sides. If a carved or sandblasted wooden sign is used, freestanding signs may be 30 square feet for a single side or 60 square feet total both sides.

5. **Location.** Freestanding signs may not be located on public property. The placement of freestanding signs shall be in such a fashion and location as to not obstruct the view of signs of adjacent property owners.

6. **Density.** One freestanding sign shall be permitted on each street frontage of property on which the business is located. Sites on a corner of two public streets may have one sign on the corner instead of a sign for each frontage, subject to approval by the public works director. Commercial properties with more than 1000 feet of continuous street frontage and with more than one entrance may install a free-standing sign at each entrance, provided that no single sign exceeds the maximum sign area described under section 17.80.035(B)(4). Where there is frontage on more than one street, each frontage is treated independently.

7. **Landscaping.** Freestanding signs must be landscaped around the base of the ~~sign.~~

a. Each sign shall have a landscaped area twice the size of the sign area. If a carved or sandblasted wooden sign is used, landscaping may be reduced by 50 percent for all grade level landscaping, or by 75 percent if landscaping is contained in a raised planter around the base of the sign. Raised planters must be at least 18 inches high. Planter and organic materials shall be installed within 30 days of sign installation. The landscaping, sign base or planter shall be protected from vehicles by a six inch high curb stop or sidewalk

edge at least three feet from the planter base

b. Landscaping shall be installed in the planting season closest to the date of the sign permit issuance. Signs installed after the planting season shall be landscaped by no later than the following planting season.

c. These requirements may be waived if the sign is located in an area that is part of an approved overall site landscape plan.

C. Wall Mounted Signs.

1. Total Sign Area. Painted or attached wall signs must meet each of the following size criteria:

a. Allowed signage per facade. The combined area of wall signs on a given facade shall not exceed one square foot of sign for every lineal foot of commercial wall upon which it is mounted.

b. Individual sign size. No single wall sign shall exceed 50 square feet.

c. Maximally signage per wall plane. Wall signage may not exceed 10 percent of the wall plane or surface it is mounted to (see definition of wall plane).

d. Increased size option. If a curved or sandblasted wooden sign is used, the sign size may be increased by 20% of its allowable sign area.

e. Size restriction. Wall signs must meet the 70% space coverage allowances described under the surface coverage requirements in this section.

2. Architectural details. Signs may not cover or obscure important architectural details of a building. Signs should appear to be a secondary and complementary feature of the building facade. Wall signs must be located within architectural sign bands or other blank spaces which visually frame the sign. Blank wall sections above or between windows and doors, for example, may provide an effective location for signage. However, to avoid a "naked eye" appearance, signs shall be no larger than 70 percent of the width or height of the blank wall space or fascia the sign is mounted to so as to leave reveal on all sides of the sign and to maintain an appropriate balance between the sign and wall. For example, a pillar between a door and window which is 30 inches wide may have a sign which is 21 inches wide.

3. Height restriction. Wall signs shall not project above roof lines or fascia boards.

D. Window Signs.

1. Allowed size. Where a window sign is utilized in place of a wall sign, the area standards contained in section 17.80.035(C)(1) shall apply.

2. Extra signage allowed. In addition to the area requirements of section 17.80.035(C)(1), businesses are allowed one painted window sign identifying the business. The maximum area of these signs is six square feet.

3. Second-story signs. Signs above the first floor are not included in the maximum sign area of a site, and are allowed to businesses located above the first floor with a maximum area of one square foot of sign area for each lineal foot of window frontage.

E. Projecting Signs.

1. Surface area. Projecting signs in Area 3 are limited to 32 square feet total for both sides. Projecting sign area shall be deducted from the allowable wall signage.

determined under sections 17.80.035(C)(1) and 17.80.035(D)(1) respectively.

2. Clearance requirements All projecting signs must be at least eight feet above sidewalks and walkways and 15 feet above vehicular ways

3. Maximum projection Projecting signs shall have a maximum width of 3 feet with a maximum clearance of 6 inches from the building wall

4. Design Restriction Projecting signs may not be cabinet-type signs and may not be internally illuminated.

F. Sidewalk/Sandwich Board. One sidewalk or sandwich board sign per customer building entrance (not to exceed one sign per tenant) shall be permitted subject to the following.

1. Location Signs shall be located directly in front of the sponsoring business at a point on the sidewalk which is closest to the building entrance. Signs shall be located in such a manner so as not to interfere with the opening of car doors, bus stops, loading zones, or pedestrian traffic. No sign shall be located so as to create a traffic safety hazard by interfering with the vision of drivers entering or leaving the premises.

2. Hours of display Signs may be displayed during business hours only.

3. Owner liability. Owners of such signs shall assume liability for damage resulting from their use and shall provide the city with an appropriate legal document holding the city harmless for such resulting loss.

4. Allowed size. Maximum allowable sign area shall be 12 square feet total, both sides.

G. Wall Graphics. There are no restrictions on wall graphics provided that they do not constitute advertising of a business or product normally subject to the provisions for painted signs.

17.80.040 Temporary signs.

Except for business signs described under subsection 17.80.040(A) below, no permit is required for temporary signs. Temporary signs are for promotional purposes and are not allowed to continually advertise goods, services, political messages or events on a site; permanent signs shall be used for that purpose. Temporary signs located within public right-of-way shall be subject to the requirements of Section 12.02 of this Title.

~~A. **Business Signs.** Business Opening Signs. Maximum duration shall be one month. Maximum area, per site, shall be 20 square feet. Such signs include grand opening signs, sale signs, promotional signs, quitting business signs, and other non-permanent exterior signs used by businesses. Business signs shall be limited to 20 square feet in size. No more than one business sign may be displayed at any one time for any one business or tenant. Business signs may be displayed for no more than 60 cumulative days per calendar year. A permit is required for each business sign.~~

~~B. **Poster Signs** - Notwithstanding the business sign restrictions in subsection A, each business may continually display temporary poster-type signs. Poster signs are allowed on the inside of windows only.~~

~~B. **Sale Signs.** Maximum duration shall be one month.~~

~~C. **Quitting Business, Fire Sale, and Similar Signs.** Maximum duration shall be not~~

~~more than two months.~~

D. Real Estate (On-Premises and Off-Premises Signs).

1. Residential "For Sale", "For Rent" and "Sold" Signs. Such signs shall be limited to one sign per street frontage not to exceed six square feet in sign area per side, placed wholly on the property for sale, and not to exceed a height of six feet. ~~Off-premises signs shall not exceed six square feet and be restricted to one per street.~~ One off-premise "For Sale" sign no larger than two square feet and no further from the subject house than the nearest arterial street intersection is permitted. No more than one "For Sale" or "For Rent" sign may be used at any street intersection for any one developer, broker, seller or owner. No off-premises "sold" signs are allowed. All real estate signs shall be removed within five days of the final sale or rental.

If a development or subdivision with more than 8 parcels or units has more than 50% of the parcels or units for sale at any one time by a single or joint developer, agent, or seller, signage shall be limited to one project identification sign, no larger than 32 square feet, at the subdivision or project entrance with a map showing available lots or units by number. Each lot or unit may have a corresponding number sign not exceeding 1 square foot.

2. Residential Directional "Open House" Signs. Such signs shall be limited to one sign per street frontage on the premises for sale ~~and three off-premises signs.~~ However, if a broker/agent has more than one house open for inspection in a single development or subdivision, he is limited to four off-premises "open house" signs in the entire development or subdivision and one off-premise sign which is no further from the open house than the nearest arterial street intersection. No more than one open house sign may be used at any street intersection for any one developer, broker or seller. Such signs are permitted only during daylight hours and when the broker/agent or seller ~~or an agent~~ is in attendance at the property for sale. No such sign shall exceed five square feet in sign area per side. The sign may be placed along the periphery of a public right-of-way, provided it does not interfere with traffic safety, but it may not be attached to a utility pole or traffic safety device.

3. Undeveloped Commercial and Industrial Property "For Sale or Rent" Signs. One sign per street frontage advertising undeveloped commercial property for sale or for rent is permitted while the ~~building property~~ is actually for rent or sale. The sign shall not exceed 32 square feet in sign area per side and six feet in height.

F. Campaign/Political Signs. ~~Sign copy shall be limited to information about a candidate, political party or public issue involved in a current election campaign.~~ Campaign political signs may be posted on private property or on the planting strip between the sidewalk and the street, which planting strip is immediately adjacent to the sign owner's, provided that it does not present a safety hazard ~~property are permissible on the edge of public rights-of-way provided they are not hazardous~~ to pedestrian or vehicular traffic. ~~These signs may be posted~~ for a period not to exceed 30 ~~90~~ days prior to and/or five days after the applicable election. If related to an event or election, such signs shall be removed within 7 days after the event or election. It shall be the responsibility of the property owner, tenant or candidate to ~~have his/her campaign/political signs removed within five days after the election~~

~~or the city will remove such signs at the candidate's expense. Campaign/ political signs may not otherwise be placed on public property and rights-of-way remove such signs as required by this section. Maximum sign area shall be 12 square feet. Maximum height shall be 3 feet.~~

17.80-06050 PROHIBITED SIGNS.

The following signs are prohibited:

- A. Signs which by coloring, shape, wording or location resemble or conflict with traffic control signs or devices;
- B. Signs which the director of public works determines to be a safety hazard for pedestrian or vehicular traffic. Such signs ~~shall~~ ~~may~~ be removed if they already exist;
- C. Flashing signs or lights;
- D. Signs or parts of signs which revolve;
- E. Portable signs exceeding six square feet each side;
- F. Signs attached to or placed on a vehicle or trailer parked on public or private property; provided, however, this provision shall not be construed as prohibiting the identification of a firm or its products on a vehicle operating during the normal course of business. Franchised buses and taxis are exempt from this provision;
- G. Off-premises signs, except ~~real estate directional signs, political signs, public service civic event signs, garage sale signs~~ ~~as specifically allowed in this chapter;~~
- H. Any sign affixed to or painted on trees, rocks or other natural features or utility poles;
- I. Roof signs;
- J. All readerboard signs, including portable readerboard signs except such signs used for theaters or public schools. ~~Portable readerboard signs may be allowed for special events for a period not to exceed three days.~~
- K. Signs that display the symbol, slogan or trademark of national brands of soft drinks or other products that do not form the bulk of the business transacted on the premises.
- L. Signs not meeting the requirements of this chapter.

17.80-07060 ADMINISTRATION AND ENFORCEMENT.

The code administrator shall be responsible for enforcing the provisions of this code.

A. **Removal of Signs.** The code administrator or the ~~public works director~~ may order the removal of any sign erected, installed or maintained in violation of this chapter. ~~He/she shall give written notice specifying the violation to the holder to the sign permit, or the owner of the property where the sign is erected, to correct said violation or remove the sign within 30 days. Where there is no immediate threat to public safety or welfare, written notice shall be first given to the sign owner, the sign permittee or the owner of the property where the sign is placed, pursuant to Chapter 15.18 GJMC. In the event the violation is not corrected within 30 days, a citation shall be issued to the owner of the sign or the owner of the property where the sign is located. If, in the opinion of the code administrator, the condition of the sign presents an immediate threat to the safety of the public, the enforcing officer may cause immediate removal of the sign at cost to the owner of the premises. A sidewalk/sandwich board sign placed in noncompliance of this code shall be subject to removal by order of the city's code enforcement officer after providing a two-day written notice. Any temporary sign~~

~~or sandwich board sign located in the city's right-of-way not in compliance with this code which violates this chapter or chapter 12.02 is shall be subject to immediate removal by the city. Temporary or sandwich board signs removed by the city may be reclaimed by the owner after paying the city's administrative costs associated with storage. Failure to remove any noncomplying sidewalk/sandwich board sign(s) located within the city's right of way after order and notice from the code enforcement officer shall subject such noncomplying sign(s) to immediate removal by the city in addition to civil penalties as provided under the code. Such confiscated signs may be reclaimed by the owner from the city after paying a \$50.00 fee. Signs not reclaimed after 5 working days shall be deemed refuse and may be discarded by the city.~~

B. Cumulative Civil Penalty. In addition to any other remedy available to the City, a person violating or failing to comply with any of the provisions of this chapter shall be subject to the procedures for violation, hearing and penalties as set forth in Chapter 15.18 GUMC.

C. Nonconforming Signs. ~~Nonconforming signs which are permanently installed and were legally installed prior to the adoption of this chapter shall be allowed to continue in use as long as such signs are continuously maintained, are not relocated, are not structurally altered or made more nonconforming in any way. A nonconforming Nonconforming sign(s) shall be required to be brought into compliance upon: abandonment of the premises, destruction of the sign beyond 50 percent of its value, when a sign is structurally altered or reconstructed, or when there is a change in the sign color, design or layout or a change in the use of the property where the sign(s) is located. Conformance applies to sign height, size and location. all provisions of this code.~~

Section 3. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST/AUTHENTICATED:

Mark E. Hoppen, City Administrator

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY:

BY _____

FILED WITH THE CITY CLERK:

April 20, 1995

PASSED BY THE CITY COUNCIL:

PUBLISHED:

EFFECTIVE DATE:

ORDINANCE NO. _____

SUMMARY OF ORDINANCE NO. _____

of the City of Gig Harbor, Washington

On the ____ day of _____, 1994, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO REGULATION OF COMMERCIAL AND NON-COMMERCIAL SIGNS; MAKING REVISIONS TO SECTION 17.80 OF THE GIG HARBOR MUNICIPAL CODE.

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

DATED this ____ day of _____, 1995.

CITY ADMINISTRATOR, MARK HOPPEN

FAUSERS\RAY\ORD\SIGNCODE.VR4



City of Gig Harbor. The "Maritime City."

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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: ORDINANCE FOR ELECTIONS AND VACANCIES
DATE: MAY 10, 1995

INFORMATION/BACKGROUND:

This is the second reading of this ordinance changing the current city code to reflect state statutory provisions relating to declaration of candidacy, election of councilmembers, and the manner in which councilmember vacancies are filled.

RECOMMENDATION

I recommend a motion to approve this ordinance.

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO THE PROCEDURE FOR FILLING COUNCILMEMBER
VACANCIES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION
2.12.050, 2.12.060, 2.12.070, 2.12.080, 2.12.090.**

WHEREAS, the Legislature has changed the statutory procedure for the declaration of candidacy, election of councilmembers, and the manner in which councilmember vacancies in the cities are filled (RCW 42.12.010); and

WHEREAS, the procedure for filling councilmember vacancies in the Gig Harbor Municipal Code is inconsistent with state law; now, therefore,

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

Section 1. Section 2.12.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.12.050 Residency and registration. No person shall be eligible to hold elective office within the city unless the person is a registered voter of the city at the time of filing his or her declaration of candidacy and who has not continuously resided within the corporate limits of the city for at least one year next preceding his or her election ~~six months immediately preceding the date of the election to be held for that office, and who is not a registered voter within the city at the time of his nomination.~~ Residence and voting within the limits of any territory which has been included in, annexed to, or consolidated with the city is construed to have been residence within the city.

Section 2. Section 2.12.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

2.12.060 Declaration of candidacy -- Filing. Nominations for elective offices within the city shall be made by filing declarations of candidacy with the city clerk in the manner hereinafter provided and ~~as set forth in chapter 29.15 RCW.~~ There shall be no primary elections for nominating candidates for any elective office of ~~said the city.~~ ~~Primaries shall otherwise be held as provided in chapter 29.21 RCW.~~

Section 3. Section 2.12.090 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

2.12.070 Declaration of candidacy -- Procedure, fee, form.

A. All nominations for elective office in the city shall be made by filing declarations of candidacy with the city clerk ~~at the times and dates provided in RCW 29.15.020~~ ~~not more than 60 days nor less than 45 days prior to the holding of said elections.~~

B. All declarations of candidacy shall be accompanied by a filing fee as provided in ~~RCW 29.15.050~~ equal to one percent of the annual salary fixed by statute or ordinance for said position, provided, however, that no filing fee shall be less than \$1.00.

C. Declarations of candidacy shall substantially conform to the form set forth in ~~chapter 29.18030~~ RCW.

Section 4. Gig Harbor Municipal Code Section 2.12.080 shall be amended to read as follows:

2.12.080 Election of Councilmembers -- Vacancy. Five councilmembers shall be elected for terms of four years each, with three such councilmembers being elected in the even numbered years and two during the odd-numbered years at one biennial election and two councilmembers being elected at the subsequent biennial election, and shall serve until his or her successor is elected, qualified and assumes office in accordance with RCW 29.04.170. In the event of a vacancy in a councilmember office, the city council shall by majority vote, choose and appoint a councilmember to fill said vacancy in the manner set forth in RCW 42.12.010, or other applicable state statute until the next general election at which time a person shall be elected to serve for the remaining expired term.

Section 5. Section 2.12.070 of the Gig Harbor Municipal Code is hereby renumbered and amended to read as follows:

2.12.090 Election of Mayor -- Vacancy. A mayor shall be elected for four-year terms of office and shall serve until his or her successor is elected, qualified and assumes office in accordance with RCW 29.01.170, each four years for a four year term, with the next election for such office after the effective date of the ordinance codified in this chapter to be held in the year 1951. In the event of a vacancy in the office of the mayor, the city council shall, by majority vote, choose a mayor pro tempore to fill the unexpired term.

Section 6. In any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

CITY ADMINISTRATOR, MARK HOPPEN

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY: _____

Filed with the City Clerk: April 27, 1995
Passed by the City Council:
Published:
Effective Date:

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

On the ____ day of _____, 1995, the City Council of the City of Gig Harbor, passed Ordinance No. _____. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE PROCEDURE FOR FILLING COUNCILMEMBER VACANCIES; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.12.050, 2.12.060, 2.12.070, 2.12. 080, 2.12.090.

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

DATED this ____ day of _____, 1995.

CITY ADMINISTRATOR, MARK HOPPEN



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

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PROPERTY ACQUISITION/PHIPPS
DATE: MAY 15, 1995

INTRODUCTION/BACKGROUND

The city has been negotiating periodically since June 1993 with Mr. Steve Phipps for the sale of his lots adjacent to the city wastewater treatment facility. Mr. Phipps owns Lot 1, Pierce County Short Plat Number 79-365 and Lot 2 of the same plat; Lot 1, Pierce County short plat Number 841128-0295 and Lot 2 of the same plat; and 3.3 acres outside the city limits adjacent to these properties, tax parcel number 022106-4-046, which crosses the power line road.

In conclusion to these efforts, the city has agreed to purchase the properties listed above for \$420,000. Steve Phipps and his wife, Leann, will remain in their house for one year under lease from the city. Mort and Norma McKenzie, Leann Phipp's parents, will remain in their house adjacent to the plant offices for up to ten years.

Rainier Title Company has been selected as the closing agent. Kleinfelder, Inc. will conduct the environmental assessment of the property. The proposal for Phase I environmental assessment is also attached for your approval.

POLICY CONSIDERATIONS

The purpose of this proposed purchase is 1) to provide sufficient space for a Class A biosolids compost operation, 2) to avoid future odor abatement actions on the part of adjacent property owners to the plant, and 3) to provide reasonable same-site sewer expansion alternatives, so that if a future council needs to expand treatment plant capacity to the ultimate build-out needs of the urban area, such build-out could occur at the current site without extraordinary construction measures. Additionally, the 3.3 acres of backlands which have been included with the property proposed for sale may prove a valuable addition as eventual park property and as a connection to the area trail system.

FISCAL CONSIDERATIONS

The city currently holds \$600,000 in reserve in real estate excise tax funds in Fund 301 and Fund 305. While real estate excise tax monies can be spent for municipal parks and for municipal sewer acquisitions, the sewer portion of this purchase should be repaid from sewer rates and connection fees as those funds become available.

RECOMMENDATION

Staff recommends that Council motion to approve the Mayor to sign the attached contracts and lease agreements. Staff also recommends Council motion to approve Kleinfelder, Inc. as the Phase I environmental assessment firm for a contract cost not to exceed \$2800.

PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 1995, between _____ ("Seller"), and the City of Gig Harbor, Washington ("Purchaser").

To provide for the purchase and sale of the property herein described it is agreed:

1. PURCHASE AND SALE. Seller agrees to sell to Purchaser, and Purchaser agrees to purchase from Seller, upon the terms and conditions hereinafter set forth, those certain parcels of land, hereinafter referred to as the "Property", commonly known as 4214 and 4218 Harborview Drive, Gig Harbor, described in Exhibit A attached hereto and incorporated herein as if set forth in full.

2. PURCHASE PRICE AND TERMS OF PAYMENT. The total purchase price for the Property is four hundred twenty thousand dollars and no/cents (\$420,000.00) payable at Closing less the earnest money paid. The earnest money shall be twenty thousand dollars and no/cents (\$20,000.00).

3. CONVEYANCE. Upon Closing, title to the Property shall be conveyed from Seller to Purchaser by a Statutory Warranty Deed.

4. TITLE. Seller warrants that Seller has the right to sell the Property on the terms herein. The Purchaser agrees to furnish and pay for a Purchaser's Policy of Title Insurance. Title to the Property is to be free of all encumbrances or defects, except those which the Purchaser may determine in its sole discretion are consistent with its intended use of the Property. Seller and Purchaser authorize the party hereinafter designated as Closing Agent to immediately apply for a preliminary commitment for a WLTA Standard Coverage for Buyer's Policy of Title Insurance in the amount of \$420,000.00. Said preliminary commitment, and the policy to be issued, shall ensure fee title to the Property free and clear of all liens, encumbrances or defects, and shall contain no exceptions other than those provided for in said standard form and the encumbrances or defects identified as acceptable to the Purchaser as provided herein. Encumbrances to be discharged by Seller shall be paid from Seller's funds at Closing. If the title cannot be made insurable as set forth above prior to the Closing Date, this Agreement shall thereupon be terminated as to the Purchaser and Seller.

5. HAZARDOUS SUBSTANCES AND DANGEROUS WASTE. Seller represents that, to the best of Seller's knowledge, no hazardous or toxic substances, dangerous wastes or other such material defined or regulated by State or Federal environmental laws or regulations, has been deposited on or introduced on, over or beneath the surface of the Property. To the best of Seller's knowledge, no hazardous substances, dangerous or toxic waste, or other material regulated by state or federal laws or regulations has been lawfully or unlawfully deposited upon

the Property and the Property is free of such substances. The warranties contained in this section shall survive Closing.

The parties acknowledge that the Sellers have used the property for the storage of used tires. Seller agrees to remove all tires from the property on or before the Closing Date, and shall provide the Purchaser with a copy of a receipt from a licensed tire disposal or storage firm, indicating that the tires have been removed from the property and disposed of in accordance with applicable law.

This Agreement is conditioned upon the Purchaser's approval of a written hazardous materials inspection of the Property by a professional inspector of Purchaser's choice. The inspection is to be ordered by the Purchaser and completed at the Purchaser's expense.

This condition shall be deemed satisfied by the Purchaser, unless the Purchaser gives notice of disapproval of the inspection report to the Seller within thirty (30) days after the Purchaser's execution of this Agreement. Notice of disapproval of the inspection report must identify the property conditions objected to by the Purchaser. Seller shall thereafter have fifteen (15) days after Purchaser's disapproval notice to give notice that the Seller will correct the conditions identified in the Purchaser's inspection report, which correction shall be accomplished prior to the Closing Date.

6. ESCROW AND CLOSING.

A. Closing Agent - Date of Closing. The sale shall be closed in an office designated by Purchaser no later than June 15, 1995, upon which date this Agreement shall terminate. The Purchaser and Seller shall deposit with the closing agent, all instruments, documents and monies necessary to complete the sale in accordance with this Agreement. Seller agrees to maintain the property and its improvements in their present condition, normal wear and tear excepted, until Purchaser is entitled to possession. In the event that this sale cannot be closed by the date provided herein due to the unavailability of either party, the Closing Agent, or financing institution to sign any necessary document, or to deposit any necessary money, because of any interruption of available transport; strikes, fire, flood or extreme weather; governmental regulations; incapacitating illness; acts of God; or other similar occurrences; the Closing date shall be extended seven (7) days beyond cessation of such condition, but in no event more than fourteen (14) days beyond the Closing as provided herein without written agreement of the parties.

B. Expenses of Escrow. Title insurance premiums, loan fees and all other costs or expenses of escrow shall be paid as follows:

1. the full cost of securing the title insurance policy for Purchaser referred to herein shall be paid by Purchaser;

2. the cost of recording the Deed to Purchaser shall be paid by Purchaser;
3. the parties shall execute a real estate excise tax affidavit showing that the Property was acquired for a public use under threat of condemnation;
4. all other expenses of escrow and recording fees shall be paid by Purchaser. Encumbrances to be discharged by Seller to provide clear title or to correct any condition noted on a hazardous materials inspection report for the Property shall not be expenses of escrow.

C. Pro-Rations. All real property taxes and utility charges against the Property shall be pro-rated as of the date of closing. Seller shall assist Purchaser in obtaining or filing whatever papers are necessary to obtain any tax exemption(s). Said prorations, if any, shall be effected on the basis of the latest available tax bills and other applicable statements and based upon a 365 day calendar year. If current year tax statements are not available at the close of escrow, the prorations will be made as above provided and shall be adjusted between Purchaser and Seller outside of escrow as soon as the filed tax bills or other information is available.

D. Closing Defined. Closing for the purpose of this Agreement, is defined as the date that all documents are executed and the sale proceeds are available for disbursement to Seller. When notified, Purchaser and Seller will deposit, without delay, in escrow with Closing Agent, all instruments and monies required to complete the transaction in accordance with this Agreement.

E. Execution of Lease. At closing, a triple net lease will be executed in which Mort and Norma McKenzie will be allowed to lease their current home upon the Property for 10 years or until their deaths, whichever is the lesser time period. A copy of this lease is attached hereto as Exhibit B. Another triple net lease will be executed for Steve and Leann Phipps, in which the Phipps will be allowed to lease their current home on the property for a year and one day. A copy of this lease is attached hereto as Exhibit C.

7. POSSESSION. Purchaser shall be entitled to possession at Closing except for that area leased to Mort and Norma McKenzie, and that area leased to Steve and Leann Phipps, as provided for in the lease executed at Closing.

8. CONDITION OF PROPERTY - SELLER'S REPRESENTATION. Purchaser offers to purchase the property in its present condition on the terms noted. The parties acknowledge that the Seller and Purchaser's contractor have entered into agreements for the use of the property prior to closing, and that Purchaser's contractor has altered the unimproved surface of the property with its heavy equipment and trucks. Seller hereby warrants that the

premises described herein and the improvements thereon do not violate the applicable building or zoning regulations, and Seller is unaware of any material defect in the premises or improvements thereon. Seller warrants that there is one underground oil storage tank on the Property, but Seller has no knowledge of a leak in the tank, other contamination or hazardous condition.

Seller further warrants that the improvements on the Property are in good condition, and Seller has no knowledge of any needed repairs to the Property or any improvements. The warranties contained in this section shall survive Closing.

9. DEFAULT.

A. By Seller. In the event of any default by Seller, Purchaser shall, in addition to any other remedy Purchaser may have including specific performance, be entitled to immediately cancel this Agreement and receive a refund of its earnest money deposit and interest; provided, however, Purchaser may, at its option, waive any default by Seller and proceed with the purchase of the Property.

B. By Purchaser. In the event of any default by Purchaser, prior to the close of the escrow, Seller's sole remedy shall be to terminate the escrow and Purchaser's right to purchase the Property and receive the earnest money deposited by Purchaser hereunder and interest thereon as liquidated damages.

10. ATTORNEYS' FEES. In the event any action or proceeding to compel compliance with, or for a breach of, the terms and provisions of this Agreement, the prevailing party shall be entitled to recover from the losing party all costs and expenses of such action or proceeding, including, but not limited to the reasonable attorneys fees of the prevailing party.

11. ASSIGNMENT. This Agreement may not be assigned without either party's prior written consent.

12. CASUALTY LAW. If, prior to Closing, improvements on the Property shall be destroyed or materially damaged by fire or other casualty, this Agreement, at the option of the Purchaser, shall become null and void, or the Purchaser may, at the Purchaser's option, proceed with the purchase at a reduced price which reflects the loss of the improvements, or decide to purchase the property at a reduced price which does not contemplate any lease back of the improvements to the Sellers.

13. RELEASE AND COVENANT NOT TO SUE. Seller agrees to indemnify, hold harmless and defend the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys fees, which are caused by or arises out of any condition existing before Closing on the Property or which arises out of the Sellers' enjoyment of the Property that is leased under paragraph 7(e) of this Agreement.

Further, Seller agrees to release and hold harmless the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Agreement, the real Property subject to this Agreement or the Seller's enjoyment of the real Property, including, but not limited to, inverse condemnation, nuisance or trespass, for the City's operation, maintenance or expansion of the sewage treatment plant, or for the acquisition or use of the Property of this Agreement.

14. WRITTEN NOTICE. Any written notices required by this Agreement shall be sent by mail to the following addresses:

SELLER:

Steve Phipps
4214 HARBORVIEW DR.
GIG HARBOR, WA 98332

PURCHASER:

Mayor Gretchen Wilbert
P.O. Box 145
Gig Harbor, WA 98335

15. TIME IS OF ESSENCE. Time is of the essence of this Agreement.

16. SURVIVAL. The representations made by Seller in Paragraph 5, 8, 10, 12 and 13 shall survive closing.

17. COMPLETE AGREEMENT. This Agreement supersedes any and all agreements, written or oral between the parties hereto regarding the subject Property, which are prior in time to this Agreement. Neither Purchaser or Seller shall be bound by any understanding, agreement, promise, representation or stipulation, express or implied, not specified herein.

EXECUTED on the dates hereinabove written.

SELLERS:

STEVE PHIPPS



LEANN PHIPPS



PURCHASER:

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

Attest/Authenticated:

City Clerk/Administrator,
Mark Hoppen
Date: _____

Approved as to Form:

City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Steve and Leann Phipps are the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor") and Steve and Leann Phipps, husband and wife (hereinafter referred to as "Lessee").

WHEREAS, the property subject to this Agreement is currently owned by the Phipps family, and is located adjacent to the City's secondary sewage treatment plant in Gig Harbor; and

WHEREAS, the City's plans for expansion of the sewage treatment plant require additional property; and

WHEREAS, the Phipps family desires to sell their property to the City for this public purpose and have agreed to do so under threat of condemnation; and

WHEREAS, the City has no immediate use for one of the residential dwellings; and

WHEREAS, as part of the parties' negotiations for purchase of the property, the City has agreed to lease back a portion improved with the residential dwellings to Mort and Norma McKenzie and Steve and Leann Phipps, subject to the terms and conditions contained in separate lease agreements; and

WHEREAS, on June 15, 1995, the parties closed the sale of the Property and title transferred to the City; Now, Therefore,

For and in consideration of the mutual promises herein, the parties agree as follows:

1. Lease. The City agrees to lease to the Lessees that real property commonly known as 4218 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Premises"), which is legally described in Exhibit A, attached hereto and by this reference incorporated herein.

2. Use. The Premises are to be used by the Lessees solely for their own residential use, and not for any other purpose.

3. Alterations. The Lessees shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Lessor. If the Lessees perform any alteration, or install any improvement on the Premises with the consent of the Lessor, such work shall be at Lessees' own expense, and Lessees shall comply with all laws, ordinances, rules and regulations of all public authorities with jurisdiction. Lessees further agree to save and hold the Lessor harmless from any damage, loss or expense arising out of the said work. Lessee further agrees not to allow any liens to be filed against the Premises, but in the

event that they are, to remove all liens or encumbrances arising as a result of said work. Nothing in this section shall prohibit the Lessee's repair of the Premises, as long as Lessees obtain Lessor's prior written consent.

4. Care of Premises. The Lessee will at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good, habitable condition. The Lessee shall undertake these responsibilities at their own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises.

5. Lease Not Subject to Landlord-Tenant Act. Because this is a lease of a single-family dwelling for a period of more than one year, it is not subject to the Landlord Tenant Act, chapter 59.18 RCW. As required by RCW 59.18.415, Lessees' attorney shall approve this exemption by subscribing such approval on page 6 herein.

6. Access. The Lessees shall allow the Lessor, its officials, employees and agents free access at all reasonable times to the yard areas of the Premises. Further, the Lessor shall at all times have the right of ingress and egress to and from the Premises and adjacent property; provided that such right will not in any manner interfere with the Lessees' use of the Premises.

7. Hazardous Materials. Lessees agree that they will not, nor will they allow any third-party to use, generate, place, store or dispose of any Hazardous or Toxic Material, on, under, about or within the Premises in violation of any statute, code, regulation or ordinance of any public authority with jurisdiction. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable state or federal regulation.

8. Lease Amount. The monthly lease amount is \$1,000 or \$12,000 annually, for the term of this Lease. This Lease amount has been included in the price paid by the City to purchase the property subject to the Lease, and the Lessees are not required to make any additional Lease payments. Because this amount has been negotiated as part of the purchase price for the property, the Lessees shall not be entitled to any refund of any Lease payments under any circumstances, including without limitation, the Lessees' decision to vacate the Premises prior to the expiration of the lease term.

9. Utilities. The Lessees hereby covenant and agree to pay all the charges for heat, electricity, water, sewer, phone, cable and all other public utilities which shall be used in or charged against the Lessees during the term of this Lease.

10. Leasehold Taxes. The Lessees shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the

Premises, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

11. Term. The term of this Lease shall commence on the date of execution and shall end one year and one day thereafter, or upon the Phipp's vacation of the Premises, whichever earliest occurs.

12. Indemnification and Waiver. Lessees agree to defend, indemnify and hold the City, its officers, officials, employees and volunteers (defined as "Lessor" herein) harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of their own negligence.

In addition to the above, the Lessees shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damage to the Premises, any of Lessees' improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of the Lessor, and whether any such loss is insured or not and irrespective of the cause of said loss.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including the leased improvements on the Premises, and/or loss of Lessee's personal property, is the responsibility of the Lessee. If, for any reason, the leased improvements on the Premises are destroyed or otherwise become uninhabitable, the Lessor shall not be obligated to rebuild the improvements, nor shall the City be obligated to make any payments to Lessee related to such loss or the remaining term of the lease.

13. Insurance. The Lessor has and will maintain insurance against claims for injuries to persons or damages to its property, including the leased Premises. In the event of any casualty or loss, the City shall be entitled to the proceeds of its insurance. The Lessee shall be responsible to purchase and maintain sufficient insurance to cover their obligations under this Agreement, as well as any insurance for personal property or the contents of the structure.

14. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessees in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by the City, after discussion with the Lessees on the feasibility of repair. If the City decides to allow

Lessee to repair the Premises, all such repairs shall be done at Lessee's cost and under the provisions of paragraph 3 of this Lease.

15. City's Operation of Sewage Treatment Plant, Lessees' Release. The Lessees acknowledge that prior to execution of this lease, the Lessor has operated a sewage treatment plant on the property adjacent to the Premises. The Lessees further acknowledge that the City's acquisition of the Premises was initiated for the purpose of acquiring additional property to expand the sewage treatment plant. Such expansion may create certain impacts affecting the Premises, including, but not limited to, noise, odor, and traffic.

Lessees agree to indemnify, hold harmless and defend the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of any condition existing before Closing on the Property or which arises out of the Lessees' enjoyment of the Property leased hereunder. Further Lessees agree to release and hold harmless the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Lease, the real property subject to this Lease or the Lessees' enjoyment of the Premises, including, but not limited to, inverse condemnation, nuisance or trespass, for the City's operation, maintenance and/or expansion of the sewage treatment plant, or for the City's acquisition or use of the Premises.

Lessees further agree that in the event that such impacts affect their quiet enjoyment of the Premises to such a degree that they no longer wish to inhabit the Premises, that the Lessor shall not be required to reimburse the Lessees for any amounts relating to the remaining lease term.

16. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

17. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

18. Non-Waiver of Breach. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

19. Assignment and Subletting. The Lessees shall not, under any circumstances whatsoever, assign or sublet this Lease.

20. Disputes, Governing Law. This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any dispute as to the terms of this Lease shall be with Pierce County Superior Court, Pierce County, Washington.

21. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party.

22. Notices. Notices required to be in writing under this lease shall be sent by registered or certified mail as follows:

Steve and Leann Phipps
4218 Harborview Drive
Gig Harbor, WA 98335

City of Gig Harbor
Attn: City Administrator
3105 Judson Street
Gig Harbor, WA 98335

23. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.

IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

LESSOR:

LESSEE:

CITY OF GIG HARBOR

By: _____
Its _____

By: 
Steve Phipps

By: Leann Phipps
Leann Phipps

Approval of Exemption under RCW 59.18.415:

Joseph F. Quinn, as attorney for Lessee herein, approves this lease as exempt from the Landlord Tenant Act, Chapter 59.18 RCW, as a lease of a single family dwelling for a period of more than one year.

Joseph F. Quinn

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____
is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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: _____

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

LEASE AGREEMENT

THIS LEASE AGREEMENT, entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter referred to as "Lessor") and Mort McKenzie and Norma McKenzie, husband and wife (hereinafter referred to as "Lessee").

WHEREAS, the property subject to this Agreement is currently owned by the Phipps family, and is located adjacent to the City's secondary sewage treatment plant in Gig Harbor; and

WHEREAS, the City's plans for expansion of the sewage treatment plant require additional property; and

WHEREAS, the Phipps family desires to sell their property to the City for this public purpose and have agreed to do so under threat of condemnation; and

WHEREAS, the City has no immediate use for one of the residential dwellings; and

WHEREAS, as part of the parties' negotiations for purchase of the property, the City has agreed to lease back a portion improved with the residential dwellings to the McKenzies and Steve and Leann Phipps, subject to the terms and conditions contained in separate lease agreements; and

WHEREAS, on June 15, 1995, the parties closed the sale of the Property and title transferred to the City; Now, Therefore,

For and in consideration of the mutual promises herein, the parties agree as follows:

1. Lease. The City agrees to lease to the Lessees that real property commonly known as 4214 Harborview Drive, Gig Harbor, Washington, (hereinafter the "Premises"), which is legally described in Exhibit A, attached hereto and by this reference incorporated herein.

2. Use. The Premises are to be used by the Lessees solely for their own residential use, and not for any other purpose.

3. Alterations. The Lessees shall not make any alterations, additions or improvements on the Premises without the prior written consent of the Lessor. If the Lessees perform any alteration, or install any improvement on the Premises with the consent of the Lessor, such work shall be at Lessees' own expense, and Lessees shall comply with all laws, ordinances, rules and regulations of all public authorities with jurisdiction. Lessees further agree to save and hold the Lessor harmless from any damage, loss or expense arising out of the said work. Lessee further agrees not to allow any liens to be filed against the Premises, but in the

event that they are, to remove all liens or encumbrances arising as a result of said work. Nothing in this section shall prohibit the Lessee's repair of the Premises, as long as Lessees obtain Lessor's prior written consent.

4. Care of Premises. The Lessee will at all times during the term of the Lease, maintain the Premises to substantially comply with any applicable code, statute, ordinance or regulation governing its maintenance or operation, and make all repairs and arrangements necessary to put and keep the Premises in good, habitable condition. The Lessee shall undertake these responsibilities at their own cost and expense, and the Lessor shall not be called upon to pay for any repairs, alterations, additions or improvements to the Premises.

5. Lease Not Subject to Landlord-Tenant Act. Because this is a lease of a single-family dwelling for a period of more than one year, it is not subject to the Landlord Tenant Act, chapter 59.18 RCW. As required by RCW 59.18.415, Lessees' attorney shall approve this exemption by subscribing such approval on page 6 herein.

6. Access. The Lessees shall allow the Lessor, its officials, employees and agents free access at all reasonable times to the yard areas of the Premises. Further, the Lessor shall at all times have the right of ingress and egress to and from the Premises and adjacent property; provided that such right will not in any manner interfere with the Lessees' use of the Premises.

7. Hazardous Materials. Lessees agree that they will not, nor will they allow any third-party to use, generate, place, store or dispose of any Hazardous or Toxic Material, on, under, about or within the Premises in violation of any statute, code, regulation or ordinance of any public authority with jurisdiction. As used in this section, "Hazardous Material" shall mean petroleum or any petroleum product, asbestos, any substance known to cause cancer and/or reproductive toxicity, and/or any substance, chemical or waste that is identified as hazardous, toxic or dangerous in any applicable state or federal regulation.

8. Lease Amount. The monthly lease amount is \$750.00 or \$9,000 annually, for the term of this Lease. This Lease amount has been included in the price paid by the City to purchase the property subject to the Lease, and the Lessees are not required to make any additional Lease payments. Because this amount has been negotiated as part of the purchase price for the property, the Lessees shall not be entitled to any refund of any Lease payments under any circumstances, including without limitation, the Lessees' decision to vacate the Premises prior to the expiration of the lease term.

9. Utilities. The Lessees hereby covenant and agree to pay all the charges for heat, electricity, water, sewer, phone, cable and all other public utilities which shall be used in or charged against the Lessees during the term of this Lease.

10. Leasehold Taxes. The Lessees shall pay promptly, and before they become delinquent, all taxes on this Lease, merchandise, personal property or improvements on the

Premises, whether existing on the Premises at the time of the execution of this Lease or at any time during the term of this Lease.

11. Term. The term of this Lease shall commence on the date of execution and shall end ten (10) years thereafter, or upon the death of Mort and Norma McKenzie, whichever earliest occurs.

12. Indemnification and Waiver. Lessees agree to defend, indemnify and hold the City, its officers, officials, employees and volunteers (defined as "Lessor" herein) harmless from any and all claims, injuries, damages, losses or suits, including attorneys' fees, arising out of or in connection with the performance of this Lease, except for injuries or damages caused solely by the negligence of the Lessor, its officers, officials, employees and volunteers. In the event of liability for injuries or damages which are the result of the concurrent negligence of the Lessee and Lessor, each party shall be responsible only to the extent of their own negligence.

In addition to the above, the Lessees shall provide a waiver of right of subrogation releasing and relieving the Lessor from responsibility and waiving the entire claim or right of recovery for any loss or damage to the Premises, any of Lessees' improvements placed on the Premises, any personal property located anywhere on the Premises, or any other loss sustained by the Lessee, including earlier termination of this Lease by destruction of the Premises through natural causes or reasons not the fault of the Lessor, and whether any such loss is insured or not and irrespective of the cause of said loss.

Lessee hereby agrees and acknowledges that any loss of Lessee's property, including the leased improvements on the Premises, and/or loss of Lessee's personal property, is the responsibility of the Lessee. If, for any reason, the leased improvements on the Premises are destroyed or otherwise become uninhabitable, the Lessor shall not be obligated to rebuild the improvements, nor shall the City be obligated to make any payments to Lessee related to such loss or the remaining term of the lease.

13. Insurance. The Lessor has and will maintain insurance against claims for injuries to persons or damages to its property, including the leased Premises. In the event of any casualty or loss, the City shall be entitled to the proceeds of its insurance. The Lessee shall be responsible to purchase and maintain sufficient insurance to cover their obligations under this Agreement, as well as any insurance for personal property or the contents of the structure.

14. Fire and Other Casualty. In the event that the Premises are destroyed or damaged by fire, earthquake or other casualty not the fault of the Lessor, and any damage is to such an extent as to render the Premises untenable by the Lessees in whole or substantial part, Lessor shall have the option to terminate this Lease immediately without any further liability or obligation to Lessee. The decision whether the Premises are untenable shall be made by the City, after discussion with the Lessees on the feasibility of repair. If the City decides to allow

Lessee to repair the Premises, all such repairs shall be done at Lessee's cost and under the provisions of paragraph 3 of this Lease.

15. City's Operation of Sewage Treatment Plant, Lessees' Release. The Lessees acknowledge that prior to execution of this lease, the Lessor has operated a sewage treatment plant on the property adjacent to the Premises. The Lessees further acknowledge that the City's acquisition of the Premises was initiated for the purpose of acquiring additional property to expand the sewage treatment plant. Such expansion may create certain impacts affecting the Premises, including, but not limited to, noise, odor, and traffic.

Lessees agree to indemnify, hold harmless and defend the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees, which are caused by or arise out of any condition existing before Closing on the Property or which arises out of the Lessees' enjoyment of the Property leased hereunder. Further Lessees agree to release and hold harmless the City, their elected officials, officers, employees, agents and representatives, from and against any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever, including costs and attorneys' fees for any past and/or future cause of action relating to this Lease, the real property subject to this Lease or the Lessees' enjoyment of the Premises, including, but not limited to, inverse condemnation, nuisance or trespass, for the City's operation, maintenance and/or expansion of the sewage treatment plant, or for the City's acquisition or use of the Premises.

Lessees further agree that in the event that such impacts affect their quiet enjoyment of the Premises to such a degree that they no longer wish to inhabit the Premises, that the Lessor shall not be required to reimburse the Lessees for any amounts relating to the remaining lease term.

16. Modification, Waiver. No waiver, alteration or modification of any of the provisions of this Lease shall be binding unless in writing and signed by a duly authorized representative of the parties.

17. Entire Agreement. The written provisions of this Lease shall supersede all prior verbal statements of any officer or representative of the Lessor, and such statements shall not be effective or be construed as entering into, forming a part of, or altering in any manner whatsoever, this Lease. The entire agreement between the parties with respect to the subject matter of this Lease is contained herein.

18. Non-Waiver of Breach. The failure of the Lessor to insist upon strict performance of any of the covenants and agreements contained in this Lease, or to exercise any option herein conferred in any one or more instances, shall not be construed to be a waiver or relinquishment of any such covenant, agreement or option, or any other covenant, agreement or option.

19. Assignment and Subletting. The Lessees shall not, under any circumstances whatsoever, assign or sublet this Lease.

20. Disputes, Governing Law. This Lease shall be construed in accordance with the laws of the State of Washington. Venue and jurisdiction of any dispute as to the terms of this Lease shall be with Pierce County Superior Court, Pierce County, Washington.

21. Attorney's Fees. The prevailing party in any action or proceeding brought to enforce this Lease shall be entitled to recover its reasonable attorney's fees, costs and expenses in connection with such action or proceeding from the other party.

22. Notices. Notices required to be in writing under this lease shall be sent by registered or certified mail as follows:

Mort and Norma McKenzie
4214 Harborview Drive
Gig Harbor, WA 98335

City of Gig Harbor
Attn: City Administrator
3105 Judson Street
Gig Harbor, WA 98335

23. Severability. If any section or provision of this Lease shall be held by a court of competent jurisdiction to be unenforceable, this Lease shall be construed as though such section or provision had not been included in it, and the remainder of the Lease shall be enforced as the expression of the parties' intentions. If any section or provision of this Lease is found to be subject to two constructions, one of which would render such section or provision invalid and one of which would render such section or provision valid, then the latter construction shall prevail.


IN WITNESS WHEREOF, the parties have executed this instrument on the day and year first above written.

LESSOR:

LESSEE:

CITY OF GIG HARBOR

By: _____
Its _____

By: 
Mort McKenzie

By: Norma McKenzie
Norma McKenzie

Approval of Exemption under RCW 59.18.415:

Joseph F. Quinn, as attorney for Lessee herein, approves this lease as exempt from the Landlord Tenant Act, Chapter 59.18 RCW, as a lease of a single family dwelling for a period of more than one year.

Joseph F. Quinn

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the _____ 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: _____

(print or type name)
NOTARY PUBLIC in and 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 Mort and Norma McKenzie are the person who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____

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

MAY 15 1995

CITY OF GIG HARBOR

May 12, 1995

File No. 60-YP1441

Mr. Mark E. Hoppen
City Administrator
City of Gig Harbor
3105 Judson Street
P.O. Box 145
Gig Harbor, Washington 98335

SUBJECT: Proposal to Conduct a Phase I Environmental Site Assessment
Phipps Property
Gig Harbor, Washington

Dear Mr. Hoppen:

Kleinfelder Inc. is pleased to present this proposal to conduct a Phase I Environmental Site Assessment for the City of Gig Harbor. We understand that the City of Gig Harbor requires a review of the site history and current conditions of the subject property. Our proposal is based on our current knowledge of site conditions and our experience with similar projects. This assessment is intended to provide insight into the likelihood of contamination of soil and groundwater on the property.

The fees presented in this proposal are based on the assumption that no indications of significant areas of concern will be found during our initial review of the site. If we find indications of significant areas of concern, we will contact the City of Gig Harbor as soon as possible to revise our scope of work.

This proposal was developed after discussion with the City of Gig Harbor and is a preliminary understanding of the City of Gig Harbor's requirements. If a portion of this proposal does not meet the needs of the City of Gig Harbor, or if those needs have changed, Kleinfelder stands ready to consider appropriate modifications, subject to the standards of care to which we adhere as professionals. Modifications such as changes in scope, methodology, scheduling, and contract terms and conditions may result in changes to the risks borne by the City of Gig Harbor, as well as adjustments to our fees.

Kleinfelder will perform the assessment described in this proposal in accordance with the guidelines set forth in the ASTM Standard Practice for Environmental Site Assessments:

Phase I Environmental Site Assessment Process (E 1527-94), 1994. This assessment may not identify all possible environmental problems on the property or eliminate all risk. It will not provide a guarantee regarding the presence or absence of site contamination. This assessment also will not generate sufficient data to accurately define the lateral and vertical extent of contamination or estimate potential site remediation costs, if contamination is suspected or noted.

Please carefully review this proposal and concur with the presented scope of work, schedule, assumptions, estimated fees, and limitations prior to authorizing this work. If the contract documents are acceptable to you, we can begin work as soon as we receive a copy of the signed contract. We would, of course, have to approve any requested changes before proceeding. We look forward to the opportunity to provide our services to you.

PROPERTY DESCRIPTION

Kleinfelder understands that the property is currently owned by Mr. Steve Phipps and is adjacent to the City of Gig Harbor's treatment plant. The property currently has a residence on it, and at one time a portion of the property was used for the storage of 1,300 tires. These tires were subsequently removed from the property.

PROPOSED SCOPE OF SERVICES

To develop information on the likelihood of substantial contamination of soil and groundwater on the property, we propose to complete the following five-task assessment. The separation of our scope of services into tasks is for clarity only. All tasks must be completed for this proposal to be valid. A list of our assumptions and the City of Gig Harbor's tasks and submittals is included at the end of the scope of services.

Task 1 Review of Available Site Documented Information

The first task will be to review historical records to obtain information concerning the property and adjacent properties.

- a. Review local, state and federal agency lists pertaining to the storage, handling, discharge, and disposal of hazardous material on the property and adjacent properties. Also review readily-available records pertaining to investigations or documented enforcement actions for environmental problems or activities associated with the property.
- b. Review available fire insurance maps, reverse telephone directories, property maps, topographic maps, and other public information regarding the property.

- c. Review readily-available records concerning contents, construction, maintenance, and monitoring of underground and above-ground storage tanks associated with the property.

Task 2 Title Document and Aerial Photograph Review

Task 2 will include a review of title documents and aerial photographs. This information is typically useful in documenting property development, history and land use. Photocopies of aerial photographs, purchased by Kleinfelder for review, can be included with our report. If the City of Gig Harbor would like prints of these photos, we can make them available at our cost plus 20 percent.

- a. Review readily obtainable aerial photographs to observe discernible physical features which might identify past operations, facilities, and activities.
- b. Review readily available chain of title documents (provided by the City of Gig Harbor, if available) for information which might aid in identifying previous ownership and activities at the property.

Task 3 Property Visit

The third task will be a property visit by a Kleinfelder representative. Kleinfelder's staff member will perform the following activities:

- a. Review and note obvious location(s) of past and present chemical storage, use, and disposal. Photographs will be taken, as appropriate, with the approval of the City of Gig Harbor.
- b. Look for obvious location(s) of above-ground and underground storage tanks, pipelines, obvious/easily accessible construction materials suspected to contain asbestos, and electrical transformers.
- c. Note terrain characteristics and tour possible "areas of concern," as noted in the review of the aerial photographs and public information (e.g., chemical storage areas, suspected disposal areas, removed structures).
- d. Interview available personnel who have knowledge about environmental conditions and practices at the property.

Kleinfelder recommends that this task be performed after completing Tasks 1 and 2. If this is not feasible, a second property visit could be required, which could increase our total cost estimate. Kleinfelder would advise you of the justification and additional costs prior to making a second visit, if one is necessary.

Task 4 Evaluation of Findings

Data gathered in Tasks 1, 2, and 3 will be evaluated to provide information about the likelihood of substantial contamination of soil and groundwater resulting from operations on the property.

Task 5 Preparation of Assessment Report

The final task of the assessment will be the preparation of a report for the City of Gig Harbor.

A report of our findings will be provided, based on information obtained in Tasks 1 through 3 and on our evaluation performed in Task 4. This report will describe our assessment procedures, summarize our findings, and present our opinions concerning the likelihood of substantial contamination of soil and groundwater on the property. The report can include recommendations for additional document review or site exploration (provided at your request) if contamination is suspected or noted.

CITY OF GIG HARBOR'S TASKS AND SUBMITTALS

If we are to proceed with this project, we request that the City of Gig Harbor provide the following information within three working days of signing the contract:

- **A site map and property description which identifies boundaries of the assessment area.**
- Available chain of title documents.
- Names, addresses, and other information about current and past owners.
- Available information regarding storage, use and disposal of hazardous material at the property.
- Available information regarding above-ground and underground storage tanks.
- Available soil and foundation reports.
- Available hazardous material management plans, spill contingency plans, MSDS sheets, RCRA or SARA reports, or NPDES permits for operations at the property.
- Appropriate access clearances (before the property visit) to the property and to key personnel with information about former operations at the property.

KLEINFELDER'S ASSUMPTIONS

- The property visit will be completed in one day.

- If tanks are on the property, system testing (if appropriate) will be conducted by the owner. Underground tank integrity testing is not a part of our scope of services.
- Sampling of soil, groundwater, or stored materials for chemical analyses will not be performed during the property visit. (Note: Sampling and laboratory analyses typically are more cost-effective when performed after potential "areas of concern" and possible site contaminants have been identified.)
- We assume that no "areas of concern" will be discovered.

PROJECT COSTS

The estimates of fees required to complete each task are presented below. The estimated budget breakdown is shown to illustrate the relative complexity of each task. Although we have listed, discussed, and estimated each task separately, the tasks must be considered as part of an integrated study and cannot be performed individually.

<u>Task</u>	<u>Activity</u>	<u>Estimated Fees</u>	
Task 1	Review of Available Site Documented Information	\$600	to \$650
Task 2	Title Document and Aerial Photograph Review	\$400	to \$450
Task 3	Property Visit	\$450	to \$500
Task 4	Review of Findings	\$500	to \$600
Task 5	Preparation of Assessment Report	<u>\$550</u>	<u>to \$600</u>
	Total	\$2,500	to \$2,800

All charges for our services will be on a time-and-materials basis, in accordance with our Environmental Services Fee Schedule. Our total fee for this project will not exceed our upper range estimate without the City of Gig Harbor's authorization.

Invoices will be submitted on a monthly basis. Please note that project invoices are payable within 30 days of the invoice date, as outlined in the attached contract.

Additional Services

Costs for items such as office meetings, written status reports, or additional work items not described in the scope of services would be billed as incurred. These services would be

performed only after approval from appropriate City of Gig Harbor representatives. Please note that this scope of services does not include sampling or chemical analyses of soils, water, or other materials.

Asbestos

If during the course of our site visit, we observe construction materials that may contain asbestos, we can collect samples of this material for laboratory analysis. Additional charges for sample collection, analysis, and reporting will be \$300 for a base assessment report, \$80 per sample for the first five samples, and \$40 for each additional sample.

Reports

Kleinfelder will provide the City of Gig Harbor with two copies of the final report. Additional copies can be provided for an additional cost of \$40 each.

PROJECT SCHEDULE

At this time, we anticipate providing a verbal summary of data within two weeks of your formal authorization to proceed, assuming we have no property access difficulties. A written report can be submitted approximately three days after our verbal summary report.

We anticipate that approximately three weeks will be required to complete the project. If we encounter difficulty in meeting this schedule, we will contact you as soon as possible.

LIMITATIONS

The proposed scope of services is intended to provide a Phase I assessment of possible contamination of soil and groundwater on the property. However, this assessment is not designed to identify all potential concerns or to eliminate all risk associated with this property. Even the most rigorous of professional assessments may fail to identify all existing conditions.

Confirmation of suspected contamination, by sampling of soil, groundwater, asbestos, or stored materials, is not a part of this scope of services. Additional property explorations must be completed before contamination can be confirmed or remediation costs can be estimated. Additional explorations can include activities such as soil borings; groundwater monitoring wells; collection of soil, groundwater, air, and/or asbestos samples; laboratory chemical analyses of samples; and interpretation of generated data.

The scope of services identified in this proposal is limited to reviewing environmental concerns associated with potentially hazardous materials in contact with soil and/or groundwater at the referenced property. This assessment will not include other services not specifically described in the scope of services presented above.

Kleinfelder will perform the assessment described in this proposal in accordance with the guidelines set forth in the ASTM Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process (E 1527-94), 1994. Our assessment of the property may change as new data become available during additional exploration, remediation, or development.

Property activities and regulations beyond our control could change at any time after the completion of our property visit. Therefore, our observations, findings and opinions can be considered valid only as of the date of the property visit.

The assessment report may be used only by the client and only for the purposes stated, within a reasonable time from its issuance. Land use, site conditions (both on site and off site) or other factors may change over time, and additional work may be required with the passage of time. Any party other than the client who wishes to use the assessment report shall notify Kleinfelder of such intended use by executing the "Application for Authorization to Use" which will follow the report as an Appendix. Based on the intended use of the report, Kleinfelder may require that additional work be performed and that an updated report be issued. Non-compliance with any of these requirements by the client or anyone else will release Kleinfelder from any liability resulting from the use of the report by any unauthorized party.

No warranty, express or implied, is made.

ADDITIONAL STUDIES

If, during this review, the likelihood of contamination of soil and groundwater becomes evident, additional (Phase II) property explorations may be prudent. If Phase II work appears to be advisable, or if the City of Gig Harbor requests Phase II work, we suggest that an appropriate scope of work be negotiated at that time.

AUTHORIZATION

Our standard contract for environmental services is attached for your review. The contract, in addition to the proposed scope of services, is the basis for the proposed fee. A signed copy of the contract returned to us will serve as a formal authorization to proceed. We will return an executed copy to you for your records. Your signed authorization will document your concurrence with the presented scope of services, assumptions, schedule, estimated fees, and limitations of this assessment.

If there is a need for any change in the scope of services or schedule described in the proposal or in the standard contract, please call us. Changes may require revision of the proposed fee, which will be communicated to you.

If the contract documents are acceptable to you, we can begin work as soon as we receive a copy of the signed contract. We would, of course, have to approve any requested changes before proceeding.

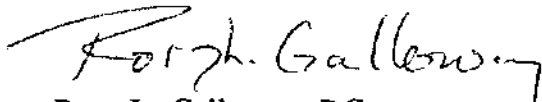
All terms and conditions indicated in this proposal and our attached contract will be effective from the date of the signed contract through completion of the project. This proposal will be void unless it is accepted within 45 days of the proposal date.

Washington law requires that we inform the state if a situation is encountered that can be considered an immediate endangerment to the environment or to the public's health or welfare. All information gathered during Kleinfelder's review is considered confidential and will be released only upon written authorization of the client or as required by law.

We appreciate this opportunity to provide our services to you. Please contact us if you have questions regarding the scope of services, the work schedule, or costs described in this proposal.

Very truly yours,

KLEINFELDER, INC.



Rory L. Galloway, RG
Senior Project Manager



Cathy Wolfgram
Environmental Scientist

KLEINFELDER
Environmental Services Agreement

PARTIES

This Agreement, entered into at Bellevue, Washington, is made this 26th day of January, 1995 between

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

and **KLEINFELDER, INC.**
3380 146th Place SE, Suite 110
Bellevue, Washington 98007

hereinafter called "Client"

hereinafter called "Consultant"

PROJECT DESCRIPTION

Client engages Consultant to provide services in connection with (include name and address of property owner if other than client):

as outlined in Proposal 60-YP1441

SCOPE OF SERVICES

Consultant agrees to perform services as follows:

as outlined in Proposal 60-YP1441

Client agrees that all services not expressly included are excluded from Consultant's Scope of Services.

COMPENSATION

Client agrees to compensate Consultant for such services as follows:

as outlined in Proposal 60-YP1441

Client and Consultant acknowledge that each has read and agrees to the General Conditions printed on the reverse side of this document which are incorporated herein and made a part of this Agreement and apply to all services performed by Consultant.

Client: _____

Consultant: **KLEINFELDER, INC.**

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____



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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SEWER AND WATER EXTENSION REQUEST/NEWPARK TERRACE
DATE: MAY 12, 1995

INFORMATION/BACKGROUND

The property owners of Newpark Terrace have requested the extension of city sewer and water utilities to a Pierce County Planned Residential Development located between the Rushmore and Longacres developments on the west side of Reid Road. Utilities are proposed for 27 residential lots. Historically, the owners of these lots have made tentative efforts to annex to the city, but have been unable for various reasons to actualize their efforts. Now, these owners have applied for a development permit in Pierce County and are willing to sign the city's standard agreement for sewer and water. Both city sewer and water services are technically available and feasible.

POLICY CONSIDERATIONS

The property closely parallels the city's development standards for a Planned Residential Development, containing smaller lots and more open space than a standard city subdivision. Although Pierce County would allow up to 36 lots, city standards for a similar development would allow 27 lots. Planning and Public Works indicate that this development is consistent with current city standards for like developments.

FISCAL CONSIDERATIONS

Sewer connection fees for this area are currently at \$2365 per connection. Water hook-up fees for outside-city-limits connection to a 3/4" meter are currently at \$2227.50 per connection. Capacity commitment fees for the three year commitment will be based on these base rates. The remainder of connection fees paid will be based on the connection fee rates in effect at the time of actual connection to the City of Gig Harbor system.

RECOMMENDATION

Staff recommends approval of the extensions, since these extension are consistent with current city land use standards and with prior utility extensions and service in the immediate area.

May 2, 1995

John K. and Reta G. Bugay
P.O. Box 1997
Gig Harbor, Wa. 98335
(206)265-3479

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

Dear Mr. Hoppen,

Regarding our 'Newpark Terrace Plat' off of Reid Road, we will now be processing this residential subdivision through Pierce County. As we discussed by telephone 4/25/95, this letter is intended to serve as the official request for the City of Gig Harbor water and sewer hook-up and service. In this regard, I am providing you with the following information as requested.

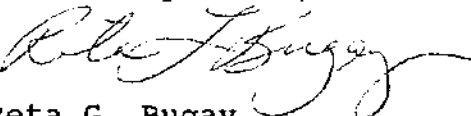
1. Our 'Plat' includes 27 lots; all requiring City water and sewer service.
2. I understand that the lower of the City or County densities will apply to our project. We have designed the Plat according to the City of Gig Harbor guidelines. The City requires more open space and lower density than does the County. Pierce County would allow 36 lots.
3. I attended the 'Pre-submittal' meeting at the County on April 27, 1995. Ms. Kelly Nelson will be our planner and is presently satisfied with the Plat we are submitting.
4. The following exhibits are attached:
 - Vicinity map and parcel map.
 - Plan including landscape.
 - Plan including topographical.

We look forward to receiving the City of Gig Harbor water and sewer Contracts. Additionally, we will sign a 'no contest' Agreement with regards to annexation.

If you have any questions or require additional information, please call me at 265-3479.

Thank you for your care and consideration in this matter.

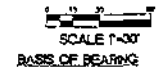
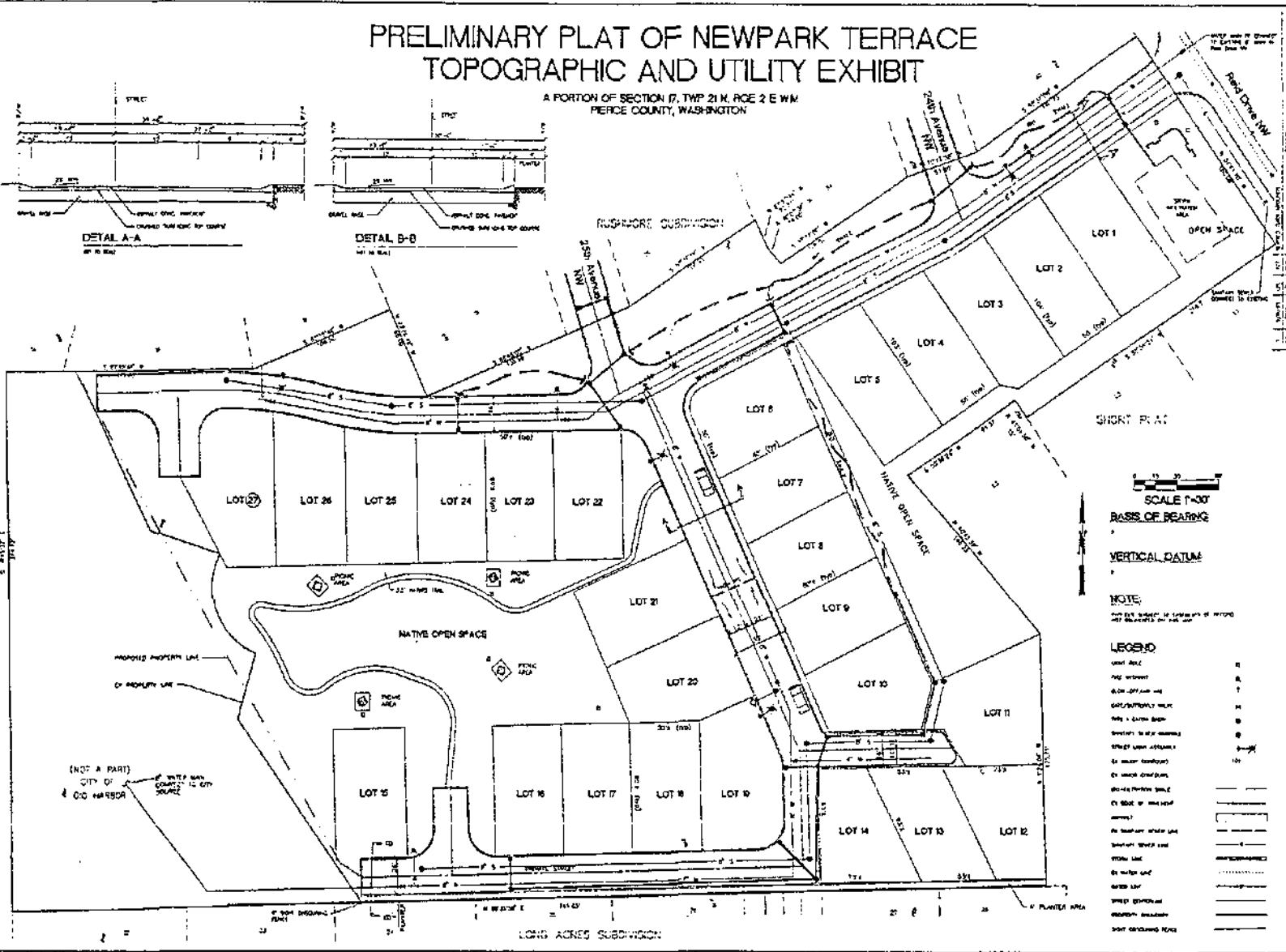
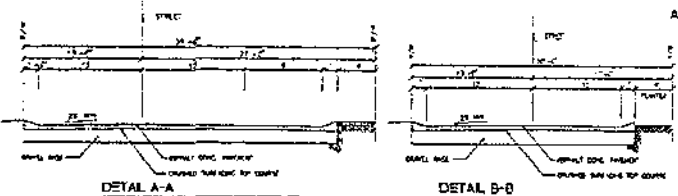
Very Truly Yours,


Reta G. Bugay

cc: Mr. David Frick
Dr. Chris Boehm

PRELIMINARY PLAT OF NEWPARK TERRACE TOPOGRAPHIC AND UTILITY EXHIBIT

A PORTION OF SECTION 17, TWP 21 N, RGE 2 E W.M.
PERCE COUNTY, WASHINGTON



LEGEND
 --- PROPOSED UTILITY LINE
 --- EXISTING UTILITY LINE
 --- EXISTING PROPERTY LINE
 --- PROPOSED PROPERTY LINE
 --- EXISTING OPEN SPACE
 --- EXISTING POND AREA
 --- EXISTING PLANTER AREA
 --- EXISTING ROAD DRIVE NW
 --- EXISTING SHORT PLAT
 --- EXISTING CITY OF OIG HARBOR

NOTE:
 THIS PLAN IS SUBJECT TO THE CITY OF OIG HARBOR AND PERCE COUNTY RECORDS AND RECORDS OF THE STATE OF WASHINGTON.



PRELIMINARY PLAT OF
NEWPARK TERRACE
TOPOGRAPHIC AND UTILITY EXHIBIT

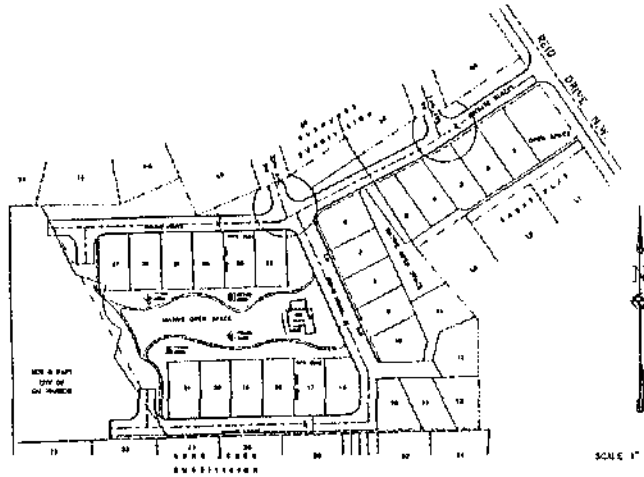
JOHN BRACY
P.O. BOX 2827
OIG HARBOR, WASHINGTON 98035

BASELINE ENGINEERING, INC.
 2000 Development Professional Services
 10011 15th Avenue, Suite 100, Everett, WA 98201
 Local Planning & Survey Engineering & Surveying
 1001 21st Street, Suite 100, Everett, WA 98201

DATE: 10/11/11
 SHEET NO. 2 OF 2
 00765

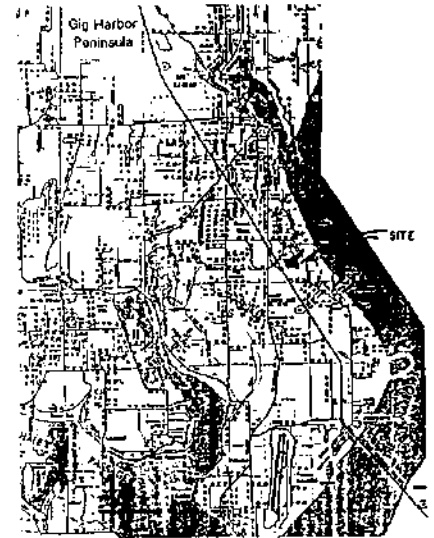
NEWPARK TERRACE A PLANNED RESIDENTIAL DEVELOPMENT

A PORTION OF SECTION 17, TWP. 21 N., RGE 2 E., W.M.
CITY OF GIG HARBOR
PIERCE COUNTY, WASHINGTON



PROJECT DATA

WATER - CITY OF GIG HARBOR
SEWER - CITY OF GIG HARBOR
FIRE DEPT - DISTRICT 5
 STATION 51
SCHOOL DISTRICT - PENINSULA 401
TOTAL AREA - 6.17 ACRES
OPEN SPACE - ACRES
COUNCIL ZONING - LC
PROPOSED ZONING - R1 (ENTER APPROPRIATION)



VICINITY MAP

SCALE 1" = 100'

LEGAL DESCRIPTION

PANEL A

COMMENCING AT THE SOUTHEASTERN CORNER OF LOT 40, RUSHMORE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGES 55 TO 58, INCLUSIVE, IN PIERCE COUNTY, WASHINGTON; SAID SOUTHEAST CORNER ALSO BEING THE TRUE POINT OF BEGINNING, THENCE ALONG THE SOUTHEASTERN LINE OF SAID LOT 40, SOUTH 55°36'24" WEST, 121.33 FEET TO A POINT ON THE ARC OF A 50 FOOT RADIUS TURN AROUND, SAID TURN AROUND BEING RECORDED UNDER RECORDING NO. 2811887; SAID POINT BEARS NORTH 70°47'41" EAST, 50.00 FEET FROM THE RADIUS OF SAID TURN AROUND; THENCE THROUGH A CURVE TO THE RIGHT ALONG THE ARC OF SAID TURN AROUND FOR AN ARC DISTANCE OF 120.89 FEET TO THE SOUTHEASTERN CORNER OF LOT 24 OF SAID RECORDED PLAT, SAID SOUTHEASTERN CORNER BEARS NORTH 67°45'19" WEST, 50.00 FEET FROM THE RADIUS POINT OF SAID TURN AROUND; THENCE ALONG THE SOUTHEASTERN LINE OF SAID LOT 24, SOUTH 57°16'11" WEST, 108.82 FEET TO THE SOUTHWESTERN CORNER OF SAID LOT 24, THENCE SOUTH 31°44'23" EAST, 178.82 FEET; THENCE NORTH 58°36'24" EAST, 305.83 FEET TO A POINT ON THE WESTERN RIGHT OF WAY LINE OF JOHN RENO COUNTY ROAD, THENCE ALONG SAID RIGHT OF WAY LINE NORTH 34°23'56" WEST, 180.00 FEET TO THE POINT OF BEGINNING.

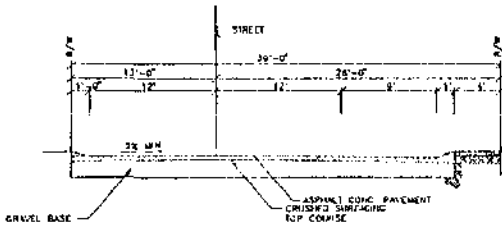
PANEL B

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, OF THE WILAHETTE MERIDIAN; THENCE ALONG THE SOUTH LINE OF SAID SUBDIVISION NORTH 88°55'56" EAST, 181.83 FEET; THENCE NORTH 08°20'04" WEST, 115.71 FEET; THENCE NORTH 48°42'28" WEST, 146.21 FEET; THENCE NORTH 58°45'14" EAST, 81.37 FEET BEING THE POINT OF BEGINNING; THENCE CONTINUING NORTH 58°45'14" EAST, 218.85 FEET TO THE WESTERN LINE OF SAID CURVE; THENCE SOUTH 33°50'46" EAST, 14 FEET; THENCE ALONG A CURVE TO THE RIGHT, 214.4 FEET; THENCE NORTH 48°45'16" WEST, 15 FEET TO THE POINT OF BEGINNING.

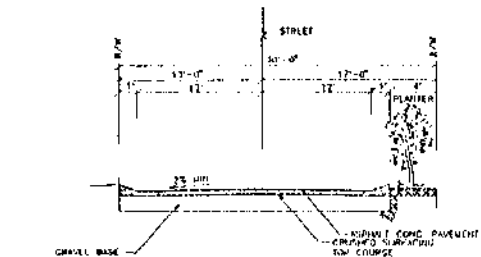
PANEL C

COMMENCING AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILAHETTE MERIDIAN; THENCE NORTH 33°40'27" WEST A DISTANCE OF 133.89 FEET; THENCE NORTH 18°17'17" EAST A DISTANCE OF 46.84 FEET TO A CURVE WITH A RADIUS OF 50 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE 81.47 FEET; THENCE NORTH 68°18'08" WEST, 52.07 FEET; THENCE NORTH 28°01'07" WEST, 122.89 FEET; THENCE NORTH 09°48'01" EAST, 174 FEET; THENCE NORTH 88°18'07" EAST, 104.50 FEET; THENCE SOUTH 23°15'17" WEST, 64.00 FEET; THENCE NORTH 68°45'21" EAST, 160.89 FEET; THENCE NORTH 38°30'24" EAST, 108.83 FEET; THENCE SOUTH 23°15'17" EAST, 22.51 FEET; THENCE SOUTH 40°07'20" EAST, 14.00 FEET; THENCE SOUTH 31°45'11" EAST, 172.82 FEET; THENCE SOUTH 40°43'37" EAST, 148.73 FEET; THENCE SOUTH OF 28°15' EAST, 172.71 FEET TO THE SOUTH LINE OF SAID NORTHEAST QUARTER OF SOUTHWEST QUARTER; THENCE ALONG SAID SOUTH LINE SOUTH 88°35'36" WEST, 451.83 FEET TO POINT OF BEGINNING.

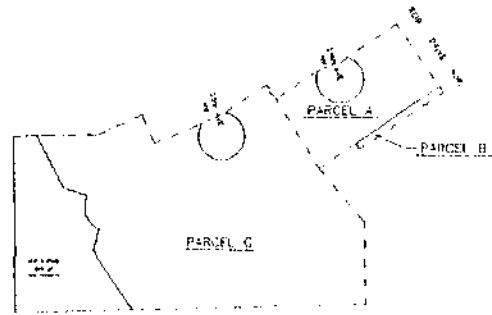
EXCEPT THAT PORTION OF THE SOUTHWEST QUARTER OF SAID SECTION 17 DESCRIBED AS FOLLOWS:
BEGINNING AT SOUTHWESTERN CORNER OF LOT 20, RUSHMORE, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 30 OF PLATS, PAGES 55 TO 58, INCLUSIVE; THENCE NORTH 58°36'24" EAST ALONG SOUTHERLY LINE OF SAID LOT 20, 108.83 FEET TO THE SOUTHWEST CORNER OF SAID LOT 20; THENCE NORTH 27°47'20" EAST, 23.51 FEET; THENCE SOUTH 40°07'20" EAST, 14.00 FEET; THENCE SOUTH 31°45'11" WEST 172.82 FEET TO THE POINT OF BEGINNING; THENCE NORTH 21°13'56" WEST TO THE TRUE POINT OF BEGINNING.
EXCEPT THAT PORTIONS CONTAINED IN PIERCE COUNTY BY DEED RECORDED UNDER RECORDING NO. 2811887 AND OTHER ENCUMBRANCES AND DEDICATIONS OF RECORD.



SECTION A



SECTION B



	BASILINE ENGINEERING, INC. <i>Land Development Professional Services</i> (206)351-1111 • Seattle (206)814-1201 • Fax (206)451-6243 Land Planning & Use • Engineering • Surveying 7012-72th Street West, Suite B • Bellevue, WA 98008	JOHN BUGAY P.O. BOX 1997 GIG HARBOR, WA, 98335	Title: NEWPARK TERRACE TITLE SHEET SHEET NO: 00145 DATE: 1-12-91 SCALE: 1" = 100' SHEET: 1 OF 3
--	---	--	--

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 _____, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and John Bugay, Reta Bugay, Dave Erick, 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.

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%)
Three years	Fifteen percent	(15%)

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.

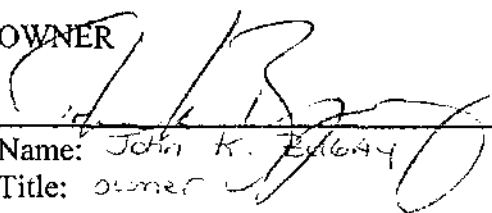
18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

DATED this 5th day of May, 1995.

CITY OF GIG HARBOR

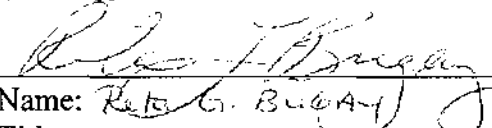
Mayor Gretchen Wilbert

OWNER



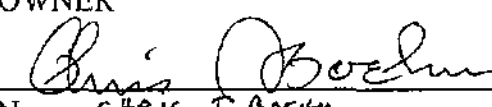
Name: John K. Bugay
Title: owner

OWNER




Name: Reta G. Bugay
Title: owner

OWNER



Name: CHRIS J. BOEHM
Title: OWNER

OWNER



Name: DAVID E. FRICK
Title: OWNER

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:



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. _____, Date _____

Applicant John & Reta Bugay, Phone # 265-3479

Mailing Address P.O. Box 1997 Gig Harbor WA 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: _____

Subdivision Newark Terrace, Lot No. _____

Date of Hook-Up _____, Meter No. _____, Size _____, Rate _____

Account No. _____, Meter Location _____

WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:

Check (X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (1)	Meter Charge	Total Fees
	3/4"	1.0	\$1,185.00	\$300.00	\$ 4,485.00 <i>2227.50</i>
	1"	1.6	\$1,970.00	\$350.00	\$ 2,320.00
	1-1/2"	3.33	\$3,930.00	(2) \$	\$
	2"	5.33	\$6,290.00	(2) \$	\$
	Over 2"	(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		\$ 150.00
		\$
		\$

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

BASIC SEWER SYSTEM HOOK-UP CHARGES:

IN: ULID-1	OUT: ULID-1	OUT: ULID-2		Fee
\$ 685.00	\$ 1,685.00	⊕ \$ 2,365.00	\$ _____ .00	\$ _____ .00

CALCULATION: Residential = (1 ERU / 1) X (1) = 1
 Class of Service Assignment Total Number TOTAL ERU
 \$ 2365 .00 X 1 = 2365 .00
 Basic Hook-up Chg. TOTAL ERU Total Hook-Up Chg.

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Deposit (Refundable)	\$ 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: \$ _____

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



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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *Mark Hoppen*
SUBJECT: HORIZON WEST SUBDIVISION
DATE: MAY 12, 1995

INFORMATION/BACKGROUND

Mr. Walt Smith is requesting 15 ERUs of sewer capacity to complement the 60 ERUs of sewer which he already has purchased from the city. 56 ERUs of the sewerage already purchased will be used outside of the UGA. Since the contract for the 60 ERUs pre-dated the establishment of the urban boundary line, the city is both authorized and committed to extend 60 ERUs of sewer capacity to the Horizon West development. The additional 15 ERUs which Mr. Smith is requesting will ensure that the 15 lots inside the UGA will be serviced with sewer like the 56 units outside the UGA, instead of with septic drainfields.

POLICY CONSIDERATIONS

If city water was more readily available to this development, then we would recommend the extension of water to the site as a condition of utilizing city sewer. Subsequent extensions of sewer to this site should also utilize city water. The Horizon West site will be served by Harbor Water Company, which has water readily available to the needs of this subdivision.

FISCAL CONSIDERATIONS

The property identified for extension is within the boundaries of the city's ULID #3. The current cost per ERU in this area is \$1685. The capacity commitment payment for a three year commitment is \$3791.25. The commitment payment will be credited on a pro-rated basis as connections are made within the term of the contract. 100% hook-up (and/or payment for hook-up) must be made within three years to obtain 100% credit for the commitment payment.

RECOMMENDATION

Staff recommends approval of the standard contract for 15 ERU to Mr. Walt Smith for that portion of the Horizon West Subdivision which lies within the city's UGA.



April 27, 1995

Mr. Mark Hoppen
City of Gig Harbor
P.O. Box 145
Gig Harbor, Washington 98335

Reference: Horizon West Subdivision - Sewer Capacity Allocation
File #15311/21

Dear Mr. Hoppen:

This letter is intended to follow up our discussions and formally request of the City Council an allocation of an additional 15 REs for the Horizon West subdivision located at the Swede Hill Interchange. As you know, the Council previously allocated 60 REs to the site, and the final subdivision map contains 75 lots (see attached). I have also included addit exhibits for the Council's use, including a vicinity map showing the location of the project, a separate map showing the subdivision, and a map showing surrounding properties and location of the Urban/Rural Growth Management Act (GMA) boundary.

A little background information may be helpful in review of this matter. Prior to the adoption of GMA, Mr. Smith applied to the City for sewer service to his property. At that point in time, Mr. Smith had a pending subdivision application with Pierce County for 60 lots on the westerly portion of his ownership. The City Council granted the request and Mr. Smith revised his subdivision application to include a total of 75 lots. The subdivision was approved, and final construction plans are being reviewed by Pierce County and the City of Gig Harbor agencies for construction.

Subsequently, Mr. Smith purchased additional capacity for the property, and it is a portion of that (i.e., 15 REs) he allocated to the subdivision area for completion of Horizon West subdivision. This requested allocation simply allows for a completion of the subdivision as approved.

Recently, the City of Gig Harbor adopted, in accordance with GMA and County Concurrence, a map establishing an Urban/Rural line for the Gig Harbor area. This boundary has been superimposed on the attached exhibits and indicates the 56 lots of the subdivision lie within the outside the boundary, and sewer service would be in accordance with the original agreement for servicing of the ownership. The additional 15 REs will service those lots lying within the City of Gig Harbor's Urban area, and allow for completion of subdivision. Mr. Smith is hoping to commence construction this summer on the subdivision, and therefore, we would appreciate any help you might provide in expediting

HORIZON WEST

**ACTIVE
CONSTRUCTION**

SWEDE HILL

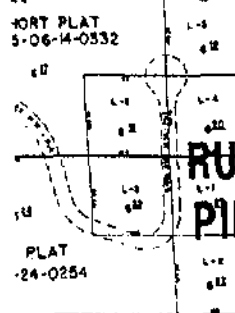
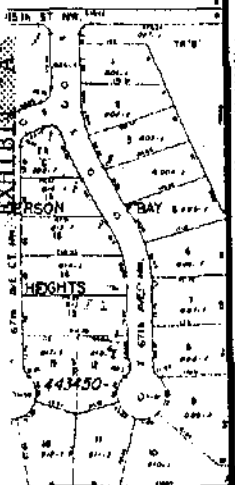
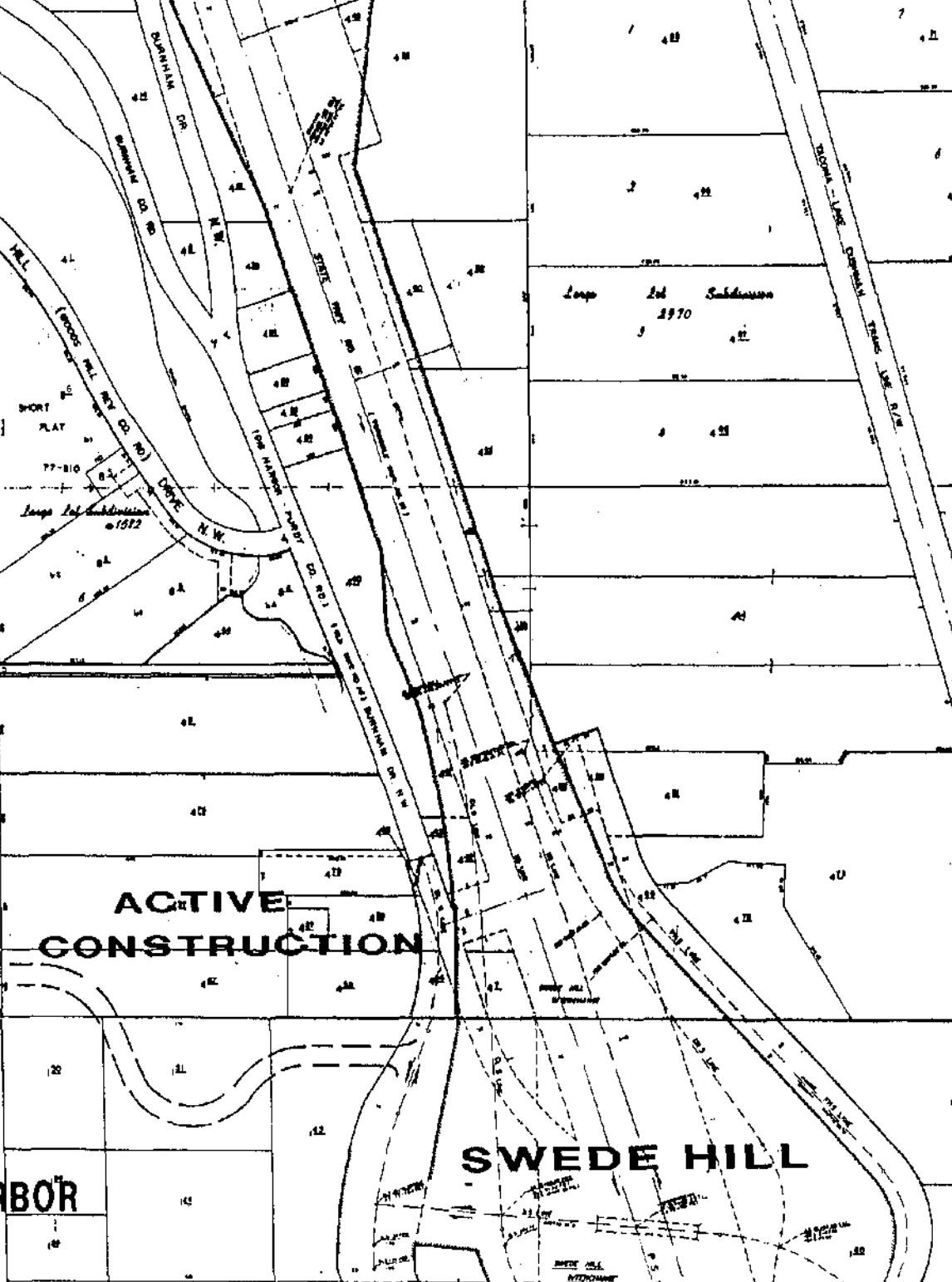
56 LOTS

19 LOTS

**RURAL
PIERCE COUNTY**

**URBAN
CITY OF GIG HARBOR**

WOODS HILL REY CO RD
SHORT PLAT
SHORT PLAT
77-258
77-333
77-314
Large Lot Subdivision #1362



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 _____, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Walter Smith, 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 Burnham Drive N.W. (street or right-of-way) at the following location:

112th St. Ct. N.W.

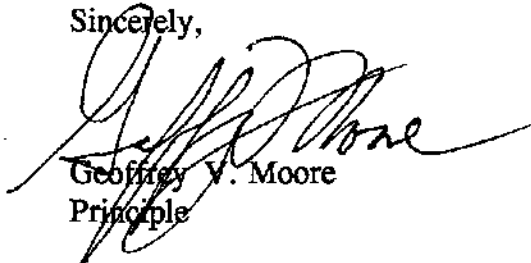
3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and inspecting construction shall 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 (15 ERUs) 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 36 months ending on May 22, 1998

Mr. Mark Hoppen
April 27, 1995
File #15311/21
Page 2

the processing of this application. If I can be of any further assistance, or if you need additional copies of the exhibits or information we have in our files, please do not hesitate to contact me at this office. It would be my hope that we could get this on the May Council calendar as soon as possible.

Sincerely,

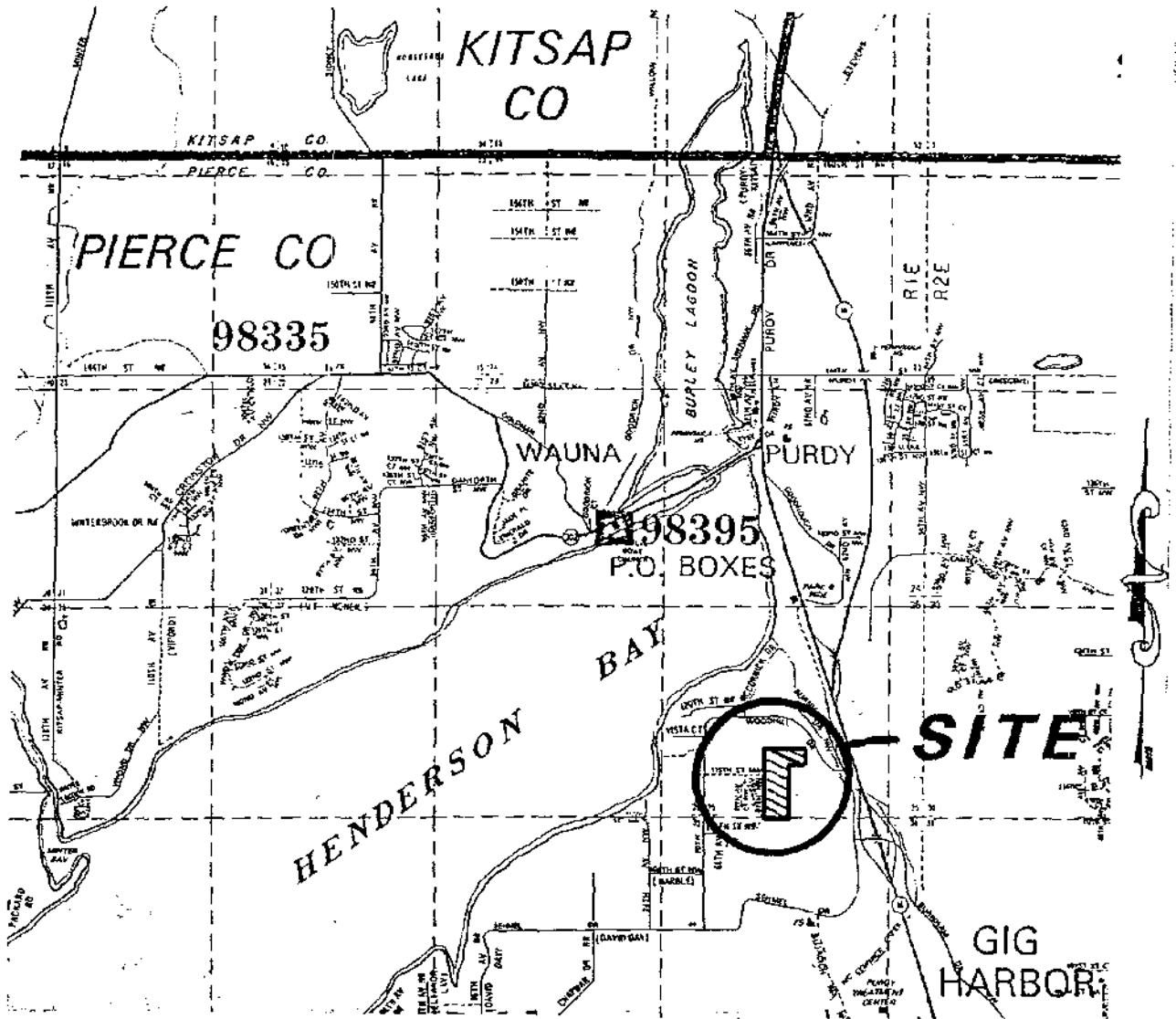
A handwritten signature in black ink, appearing to read "Geoffrey V. Moore". The signature is fluid and cursive, with a large initial "G" and "M".

Geoffrey V. Moore
Principal

GVM/dc

c: Bogle & Gates
Attn: Allison Moss

HORIZON WEST SUBDIVISION



VICINITY MAP

SCALE: 1" = 4100'

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. (Check One):

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

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

(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 _____ day of _____, 1995.

CITY OF GIG HARBOR

Mayor Gretchen Wilbert

OWNER

Walter H. Smith

Name:

Title: *Owner*

_, 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 \$ 3791.25 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.

ATTEST/AUTHENTICATED:

City Clerk, Mark Hoppen

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

On this _____ day of _____, 1994, before me personally appeared _____, to me known to be the individual described in and who executed the foregoing and acknowledged that _____ 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.

NOTARY PUBLIC for the State
of Washington, residing at _____
My commission expires _____

STATE OF WASHINGTON)
)ss:
COUNTY OF PIERCE)

On this _____ day of _____, 1994, before me personally appeared Mayor and City Clerk of the municipal corporation described in and that executed the within and foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein mentioned, and on oath stated that he/she was authorized to execute said instrument.

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

NOTARY PUBLIC for the State
of Washington, residing at _____
My commission expires _____



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. _____, Date 5/16/95

Applicant Walter H. Smith, Phone # 851-4696

Mailing Address P.O. Box 191, Gig Harbor, WA, 98335

STORM WATER CALCULATION:

Impervious Area (Sq.Ft.)	Calculation	Units

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:

Check (X)	Meter Size	Capacity Factor(s)	Hook-Up Fee (1)	Meter Charge	Total Fees
	3/4"	1.0	\$1,185.00	\$300.00	\$ 1,485.00
	1"	1.6	\$1,970.00	\$350.00	\$ 2,320.00
	1-1/2"	3.33	\$3,930.00	(2) \$	\$
	2"	5.33	\$6,290.00	(2) \$	\$
	Over 2"	(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) times that shown above.
(2) Time & Material Plus 10%
(3) Negotiable

BASIC SEWER SYSTEM HOOK-UP CHARGES:

IN: ULID-1	OUT: ULID-1	OUT: ULID-2		Fee
\$ 685.00	\$ 1,685.00	\$ 2,365.00	\$.00	\$.00

CALCULATION: Residential = (ERU) X (15) = 15
 Class of Service Assignment Total Number TOTAL ERU

\$ 1685 .00 X 15 = 25275.00
 Basic Hook-up Chg. TOTAL ERU Total Hook-Up Chg.

SPECIAL CHARGES:

Check (X)	Type of Fee (1)	Fee
	Encroachment Permit Application & Fee	\$ 15.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city <u>\$37.50 out</u>)	\$ 562.50
	As-Built Plans Deposit (Refundable)	\$ 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: \$ _____

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.

Walter H. Smith 5-16-95
 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

2/23/95;FN:USERS\STEVEN\FORMS\HOOK-UP.952



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

TO: MAYOR WILBERT, CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: WESTSIDE BUSINESS PARK SEWER REQUEST
DATE: MAY 15, 1995

INFORMATION/BACKGROUND

Mr. Arnie Matthaei and Mr. Ken Kirk are requesting 6.45 ERUs of sewer capacity for six buildings on their proposed business park site on Olympic Drive N.W. Buildings on the site range in size from 2,560 sf to 6,400 sf. The estimated consumption rate based on existing data, as approved by the City Engineer, is 1489.95 gallons per day. A three year commitment of sewer capacity at 15% results in a capacity commitment payment of \$1630.24. This property has been assessed for ULID #2, as indicated in the letter from the applicants.

POLICY CONSIDERATIONS

Grants of sewer for similar development have been granted to the nearby HIFIC Center, also a participant in ULID #2. This area is not served by city water. As per GHMC 13.32.060 (C), "the connection fee will be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated."

FISCAL CONSIDERATIONS

Extensions from the ULID #2 service area, fiscally speaking, have the same effect on the city as any outside extension which connects into ULID #1. The 1.5 outside multiplier on the sewer rate is in effect.

RECOMMENDATION

Staff recommends the extension of 6.45 ERUs of sewer to Mr. Kirk and Mr. Matthai for the Westside Professional Park.

WESTSIDE PROFESSIONAL PARK
GIG HARBOR, WA 98335

Mr. Mark Hoppen
P. O. Box 145
Gig Harbor, WA 98335

Mr. Hoppen:

We hereby request approval to sign a contract with Gig Harbor for 6.45 ERU's for the Westside Professional Park on Olympic Drive.

This project has been through the PAC and referred to Pierce County by our Engineering and Survey firm.

The Pierce County Public Works and Utilities Department cannot approve the proposed formal plat prior to written confirmation from the City of Gig Harbor, stating that all lots within the plat and all requirements necessary to provide sewer service are satisfied.

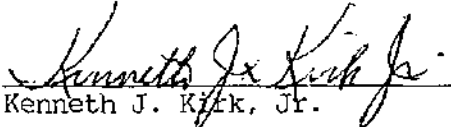
In anticipating the need for sewers, we granted the City a 20 foot easement, approximately 1200 feet long, for sewers. Subsequent to this, the sewer lines were installed and are in place.

In addition, we are participating in LID #99902-1028 for an initial amount of \$23,913.43. To date, we have paid, in a timely manner, \$18,333.99 including interest at 8.5%, leaving a principal balance of \$13,664.83.

Until such time as we receive the Sewer Availability Letter from the City, we cannot proceed further toward obtaining County Approval.

Your favorable action at the earliest possible time will be appreciated.

Sincerely,


Kenneth J. Kirk, Jr.

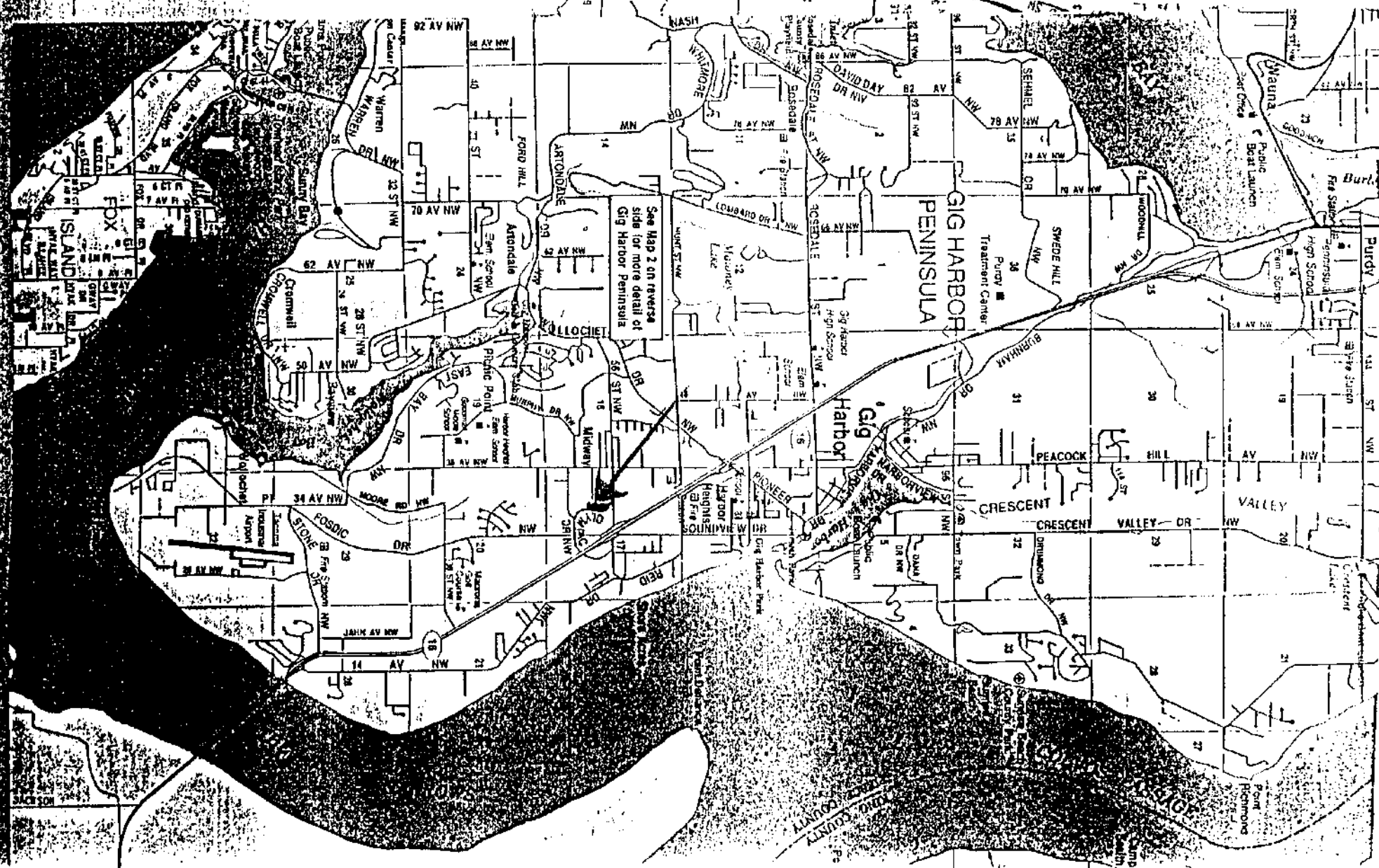
Kenneth J. Kirk Jr.
1410 Cascade Place
Gig Harbor, WA 98332

Res. 851-2004
Off 851-9134


Arnold S. Matthaei

Arnold S. Matthaei
6883 Starboard Lane
Gig Harbor, WA 98335

Res. 851-3612



The REVISED Preliminary Plat of

Westside Professional Park

A Commercial Subdivision

A Portion of the Southwest Quarter of Section 17, Township 21 North, Range 2 East W.M.

SITE DATA

WATER: Stroh's Water Company
 SEWER: City of Gig Harbor
 POWER: Peninsula Light Company
 PHONE: Telephone Utilities of WA
 ZONING: Residential Environment
 PAVEMENTS: 34,587 sf (25%)
 PARKING: 70 spaces (65 required)
 STRUCTURES: 18,496 sf (13%)
 USEABLE FLOOR AREA: Office = 25,792 sf
 TOTAL COVERAGE: 53,083 sf (38%)
 OPEN SPACE: 85,872 sf/ 1.97 acres (62%)
 TOTAL SITE: 3.19 acres (138,955 sf)

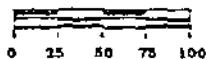
LOT DATA

Lot 1 - 26,831 sf (2,560 sf Offices)
 Lot 2 - 23,527 sf (5,632 sf Offices)
 Lot 3 - 24,113 sf (3,200sf Offices)
 Lot 4 - 21,149 sf (4,000 sf Offices)
 Lot 5 - 21,920 sf (4,000 sf Offices)
 Lot 6 - 20,857 sf (6,400sf Offices)

OWNER/DEVELOPER

Arnie Matthaeci/Ken Kirk
 3118 Harborview Drive
 Gig Harbor, WA 98335
 851-9134

NORTH



NOT to Scale

SURVEYOR CERTIFICATE

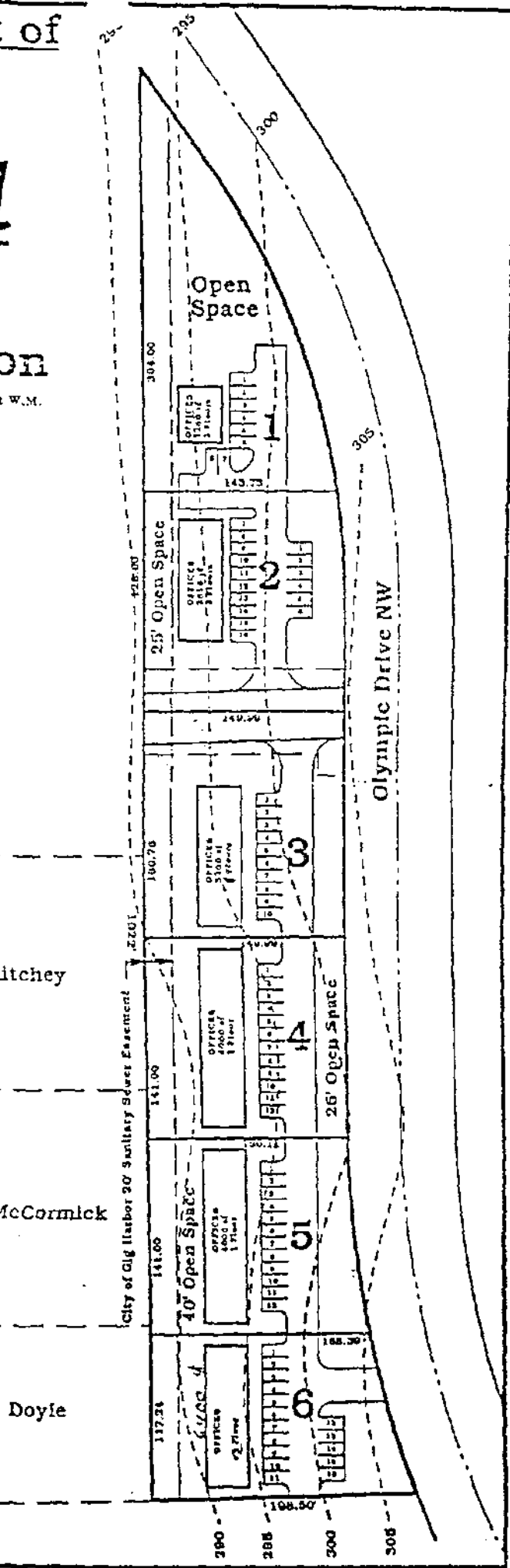
I hereby certify that this preliminary plat was prepared in accordance with the requirements of RCW 58.17 and the Pierce County Subdivision Code.

Thomas L. Kerth; PLS #19628

Date

TLK Land Surveyors
 1508 East Pioneer, Suite C
 Puyallup, WA 98371 531-5584

SEAL



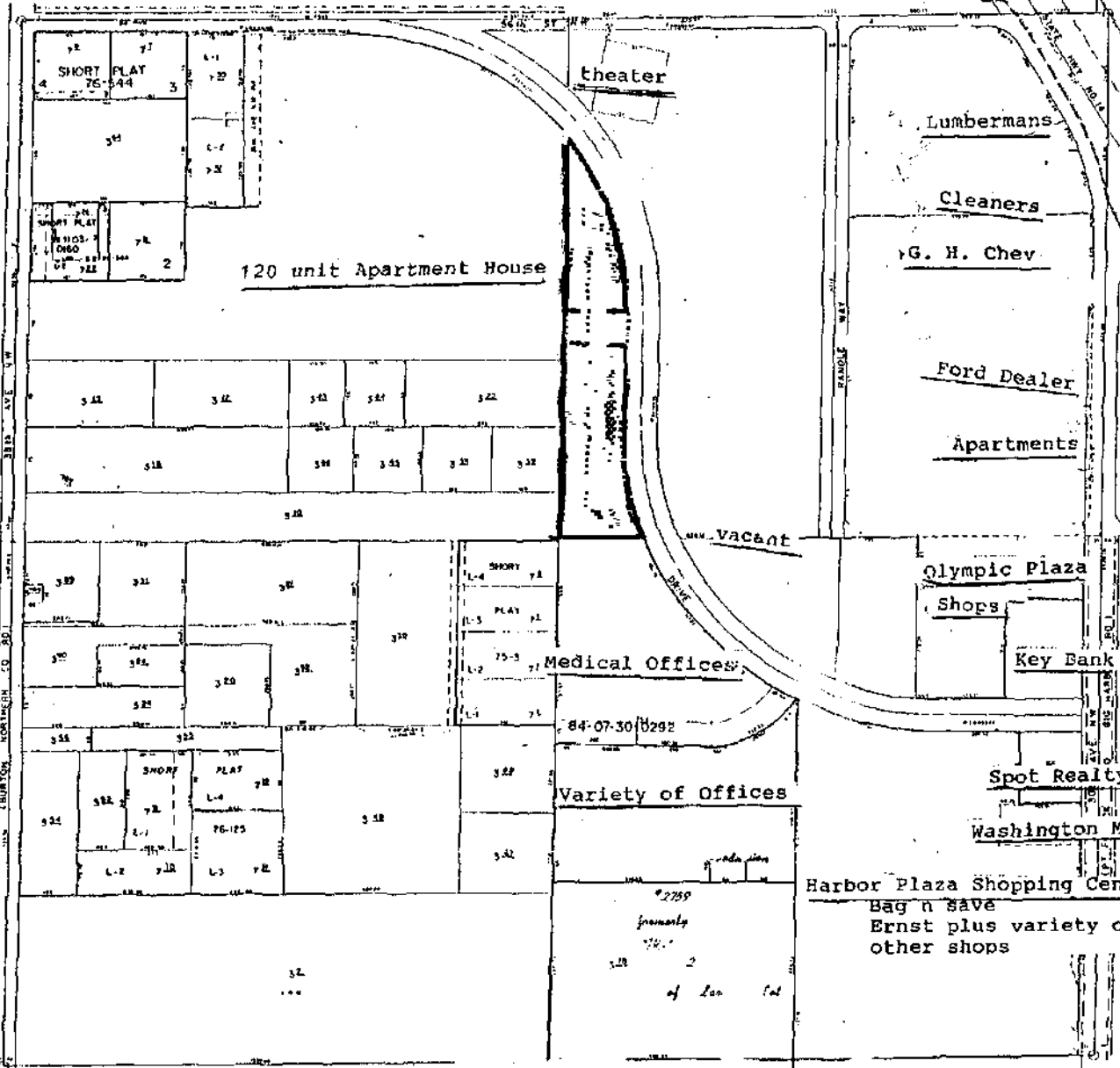
Subdivision Development & Design, Inc.

3505 Grandview Street

Gig Harbor, WA 98332

851-6451

Kiteap Bank



Parker Paint

Harbor Tires

Bridgeway Realty

Frisco Freeze

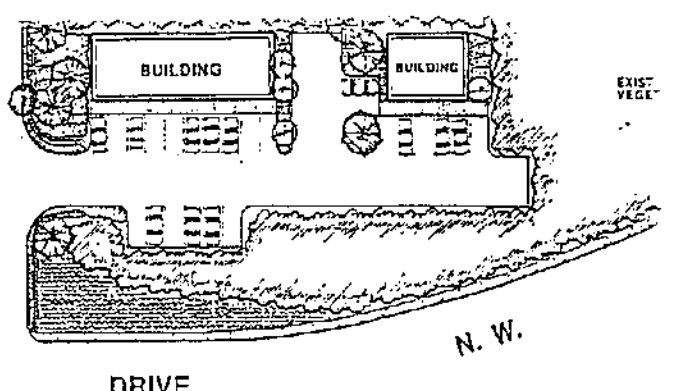
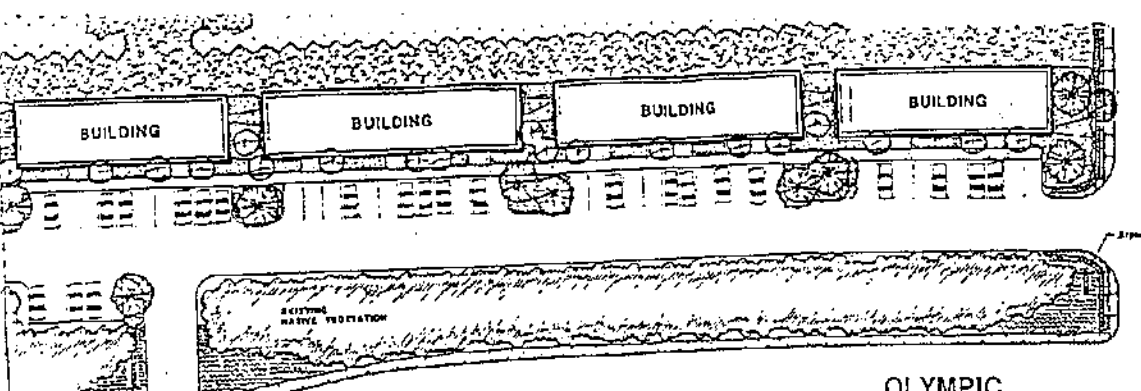
Kentucky Fried

Harbor Deli

Safeway

Sea-First Bank

SW 17 T 21 N R 2 E



PLANTING LEGEND

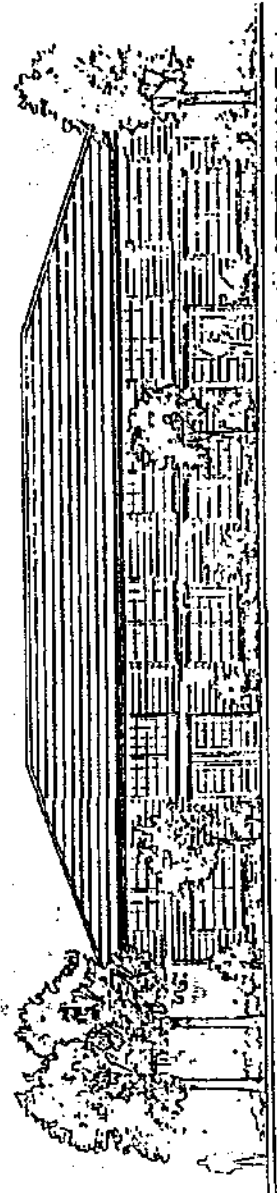
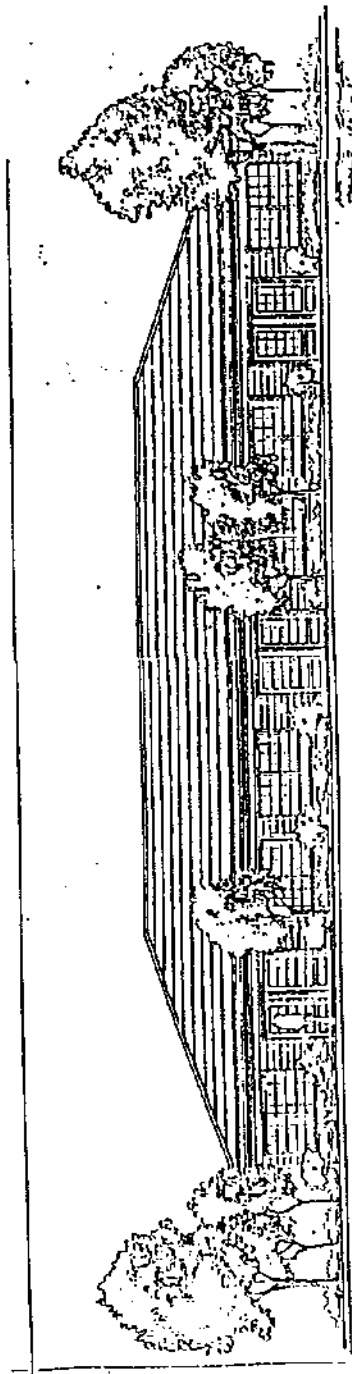
- EXISTING NATIVE VEGETATION TO REMAIN**
 (Symbol: irregular wavy pattern)
 These areas shall remain as is.
- RE-ESTABLISH LOW NATIVE VEGETATION:**
 • *Chamaecrista nana* (12" H) 1 plant
 • *Lespedeza bicolor* (12" H) 1 plant
 • *Parthenocissus vitacea* (12" H) 1 plant
 Plant @ 2' O.C.

- RE-ESTABLISH NATIVE VEGETATION:**
 • *Lespedeza bicolor* (12" H) 1 plant
 • *Chamaecrista nana* (12" H) 1 plant
 • *Parthenocissus vitacea* (12" H) 1 plant
 Plant @ 2' O.C.
- RE-ESTABLISH TREES:**
 • *Fraxinus velutina* (12" H) 1 plant
 • *Thuja occidentalis* (12" H) 1 plant
 • *Juniperus horizontalis* (12" H) 1 plant
 Plant @ 12" O.C., 12" H. Spacing

- LARGE SCALE DECIDUOUS TREES:**
 • *Acer macrocarpa* (12" H) 1 plant
 • *Quercus macrocarpa* (12" H) 1 plant
 • *Malus domestica* (12" H) 1 plant
 • *Prunus americana* (12" H) 1 plant
 Plant @ 12" O.C.
- SMALL SCALE DECIDUOUS TREES:**
 • *Acer macrocarpa* (6" H) 1 plant
 • *Quercus macrocarpa* (6" H) 1 plant
 • *Malus domestica* (6" H) 1 plant
 • *Prunus americana* (6" H) 1 plant
 Plant @ 12" O.C.

- FOUNDATION PLANTING:**
 • *Hebe x exoniifolia* (12" H) 1 plant
 • *Hydrangea macrophylla* (12" H) 1 plant
 • *Philadelphus coronarius* (12" H) 1 plant
 • *Staphylea trifolia* (12" H) 1 plant
 • *Hamamelis virginica* (12" H) 1 plant
 • *Malus domestica* (12" H) 1 plant
 • *Prunus americana* (12" H) 1 plant
 Plant @ 2' O.C.
- NOTE:**
 • ALL NEW PLANTING AREAS TO BE 4" OF 3/4" TRAPDOOR 10' O.C.
 • ALL PLANTING AREAS TO BE 12" O.C. 12" H. SPACING

schematic design
LANDSCAPE PLAN
 ○○○
WESTSIDE PROFESSIONAL PARK



TYPICAL BUILDINGS

WESTSIDE PROFESSIONAL PARK



Pierce County

Public Works and Utilities

JOHN O. TRENT, P.E.
Director

Environmental Services
Gravelly Lake Plaza
9116 Gravelly Lake Drive S.W.
Tacoma, Washington 98499-3190
(206) 593-4050 • FAX (206) 582-9146

RECEIVED
MAR 24 1995

THORNTON LAND
SURVEYING, INC.

March 21, 1995
U-39548

Thornton Land Surveying, Inc.
P.O. Box 249
Gig Harbor, Washington 98335

Subject: Westside Professional Park Formal Plat Located in
Section 17, Township 21 North, Range 2 East W.M.
Parcel Number: 02-21-17-3-085
Application Number: 199527

Dear Applicant:

Pierce County Public Works and Utilities Department has completed its review of your plat.

This department cannot approve the proposed formal plat prior to receipt of written confirmation from the City of Gig Harbor which states that either all lots within this plat are currently provided with sanitary sewer service or that the City acknowledges that upon the recording of this plat that all lots as shown will be eligible for building permits and that any requirements necessary to provide sanitary sewer service are satisfied.

If you have any questions, please contact our office at (206) 593-4050.

Sincerely,

Ted Gay
Ted Gay
Civil Engineer I

TG:ej
Cors\U39548.TG



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 _____, 1995, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Arnie Matthai and Ken Kirk, 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 which parallels Olympic Drive NW (street or right-of-way) at the following location:

Olympic Drive NW

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 (6.45 ERUs) 1489.95 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 36 months ending on May 22, 1998 , 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 \$ 1630.24 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. (Check One):

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

- 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.