

# **Gig Harbor City Council Meeting**

**June 13, 2005  
7:00 p.m.**



**"THE MARITIME CITY"**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
June 13, 2005 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC MEETING:** Notice of Intention to Commence Annexation Proceedings – Ness, aka Rainbow Burnham LLC Request (ANX 04-03).

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of May 23, 2005 and the minutes of the Special City Council Meeting of May 31, 2005.
2. Correspondence / Proclamations: Hire a Veteran Month.
3. Pape & Sons Construction, Inc. Escrow Agreement – Rushmore Water Main Replacement Project Retainage.
4. Design Review Board - Member Terms and Planning Commission Representative.
5. Pump Station 2A - Consultant Contract Authorization - URS Corporation.
6. Bid Award - 36th Street/Point Fosdick Intersection Improvement Project - Harlow Construction.
7. 36<sup>th</sup> Street/Point Fosdick Intersection Improvement Project - Consultant Services Contract Amendment No. 2 - HDR Engineering.
8. 36<sup>th</sup> Street/Point Fosdick Intersection Improvement Project - Contract Authorization - Compaction Testing Services – General Testing Laboratories, Inc.
9. Approval of the Kitsap Peninsula and Island (WRIA 15) revised Watershed Management Plan.
10. 2005 Summer Sounds at Skansie - Performers Contracts.
11. 2005 Summer Sounds at Skansie – Sound System Contract.
12. Liquor License Renewals: The Keeping Room; Harbor Rock Café; Hunan Garden; Kinza Teriyaki; and Spiro's Bella Notte.
13. Approval of Payment of Bills for June 13, 2005:  
Checks #47259 through #47351 and #47358 through #47426 in the amount of \$301,575.43.
14. Approval of Payroll for the Month of May:  
Checks #3750 through #3797 and direct deposits in the amount of \$238,662.97.

**OLD BUSINESS:**

1. Ratification of Ordinance 1003 - Moratorium on Development in the Waterfront Millville Zone.
2. Second Reading of Ordinance - Updating References in Relation to Elections.

**NEW BUSINESS:**

1. Proposed Annexation - Ness, aka Rainbow Burnham LLC (ANX 04-03).
2. Notice of Intention to Request Annexation Proceedings - Wright Request (ANX 04-02).
3. Resolution No. 651 - Adding "Ancich" to List of Historical Names for New Streets.
4. Request for Engineering FTE - Associate Engineer.
5. First Reading of Ordinance - Amendment to Ordinance 712 - Adopting the Access Manual.
6. First Reading of Ordinance – Amendment to GHMC 17.98 Design Review Standards and Review.

**STAFF REPORT:**

GHPD - Monthly Report for May.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

Mayor's Report – Progress at a Glance Throughout the Last Decade.

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF MAY 23, 2005

**PRESENT:** Councilmembers Ekberg, Young, Franich, Conan, Dick, Picinich, Ruffo and Mayor Wilbert.

**CALL TO ORDER:** 7:01 p.m.

### **PLEDGE OF ALLEGIANCE**

**SPECIAL PRESENTATION:** Certificate of Appreciation for Service on the Design Review Board: Linda Gair and Chuck Hunter.

Mayor Wilbert presented these past members of the Design Review Board with a certificate, thanking them for their dedication and service.

### **CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of May 9, 2005.
2. Civic Center ADA Access – Contract Authorization.
3. Pump Station 2A Project – Consultant Contract(s) Authorization.
4. Resolution No. 649 Adopting the 2005 Personnel Regulations Manual.
5. Resolution No. 650 Declaration of Surplus Property.
6. Eddon Boatyard Appraisal Review for IAC Grant Funding – Consultant Contract Authorization.
7. Eddon Boatyard Permitting Assistant – Consultant Contract Authorization.
8. Liquor License Renewals: Target Store, Puerto Vallarta, and Round Table Pizza.
9. Approval of Payment of Bills for May 23, 2005:  
Checks #47108 through #47258 in the amount of \$318,270.40.

**MOTION:** Move to approve the Consent Agenda as presented.  
Picinich / Conan – unanimously approved.

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Acceptance of Grants and 2005 Budget Amendment. Mike Davis, Chief of Police, presented the background on the acceptance of grants in support of two main Police Department objectives; one to create a comprehensive traffic safety program, and the other to expand the ability to investigate and prosecute drug crimes.

**MOTION:** Move to adopt Ordinance No. 1001 as presented.  
Picinich / Ruffo – unanimously approved.

2. Second Reading of Ordinance – Establishing Friends of the Parks Commission. John Vodopich presented the second reading of the ordinance that establishes a "Friends of the Parks Commission" chapter in the municipal code. The intent of the

commission is to advise Council on parks and recreation facilities, open space facilities, and other matters as directed.

**MOTION:** Move to adopt Ordinance No. 1002 as presented.  
Young / Ekberg – unanimously approved.

**NEW BUSINESS:**

1. Economic Development Board Funding Campaign. Mark Hoppen explained that for the past three years, the city has provided funding to the Pierce County Economic Development Board for the purpose of a better economic environment. He said that the EDB is entering into a 2006-2010 business and recruitment strategy and is asking Gig Harbor to commit to \$25,000 per year. He then introduced Bruce Kendall, President and CEO of the EDB, Dennis Furhop, Development Director for the EDB, and Representative Derek Kilmer, Business Retention Manager for the EDB.

Bruce Kendall, President & CEO of the Economic Development Board for Tacoma/Pierce County. Mr. Kendall gave an overview of the activities of the EDB over the past ten years. He said that the five-year work plan describes future goals. He explained that recruitment is very expensive and has a smaller return on the investment than retention, and that is why so much time is spent on business retention. He added that many businesses interested in the Gig Harbor area are looking for a regional corporate headquarters environment, or they are in the information technology field. He stressed that even though the firm may not land in Gig Harbor, many CEOs settle in Gig Harbor. He then introduced Mr. Furhop.

Dennis Furhop, National Community Development Services, Atlanta, Georgia. Mr. Furhop explained that he is helping the EDB develop a plan for the next five years. He said that the target is to collect 3.8 million dollars in the Pierce County area. He then discussed the favorable study that determined the level of support. He added that the fund-raising campaign began in January and will continue until September, 2005. A report to the community will come in June.

Councilmember Franich asked if anything could be directly related to the \$60,000 that the city has provided over the last three years. Mr. Kendall named the local businesses that had been supported by the EDB. He stressed that without sufficient participation by all, no work can be done in any of the communities. He explained that hundreds of hours had been spent on this side of the bridge.

Councilmember Picinich asked how much revenue has brought to the city per year in relation to what had been paid in support of the EDB. Mr. Kendall said that in addition to the sales tax, the money generated at the state level cycles back to the city as a result of the efforts of the EDB. He stressed that they don't want communities to invest in the EDB because they think they will receive a certain level of tax revenue, but because they understand that they are not an island. Each community is part of the regional economy.

Councilmember Dick asked what portion had been contributed by Pierce County. Mr. Kendall said that Pierce County is currently at \$50,000 per year, and are considering increasing that by a small amount. He continued to say that to the best of his recollection, Tacoma is currently at \$40,000; Puyallup is at \$10,000; Sumner is at \$10,000; Lakewood is at \$12,500; and University Place is at \$5,000. Councilmember Dick asked for further clarification on the equity of the amount being asked by Gig Harbor to contribute as compared to the other, larger jurisdictions.

Mr. Kendall described the process to contact the communities based on the current level of support and how aggressive they would like to be in the program. In the past, the City of Gig Harbor has been a very aggressive investor in the EDB.

Councilmember Young pointed out that almost all the other jurisdictions have their own economic development program, where Gig Harbor does not.

Councilmember Franich said that it comes back to what the city is getting for the amount of money spent. He said that the city offers many amenities for businesses because it's a nice area to live, and there are acres of business parks available. He asked Mr. Hoppen if we need to participate in the EDB.

Mark Hoppen responded affirmatively, explaining that development isn't something that the city has been able to focus on other than at the comprehensive plan level. Consequently, there is no vehicle to be able to define the efforts. He continued to explain that over the years he has worked with Derek Kilmer and Kevin Claig from Pierce County to learn about retention activities. He said that it may take many years to experience the results, and when it does happen, it more than makes up for the revenues expended. Either you can focus on the effort through a full-time employee or through another vehicle such as the EDB to provide the service.

Councilmember Franich said that commercial property owners are working to fill their vacant spaces. He asked if the EDB was responsible for BCTI coming to Gig Harbor. Mr. Kendall responded that no, they had done no work with BCTI.

Mayor Wilbert asked if the residents or neighbors had been involved with the survey. Mr. Furhop explained that the survey had been done with firms that may be supportive of economic develop. That is where the funding comes from. Mayor Wilbert then said that she hopes that when the EDB is out "selling" the community they realize that the city has spent a lot of money in development of the Gig Harbor North and other commercial areas, and that there are specific design codes that other cities do not have. She said that it is important that these companies know this.

Councilmember Ruffo asked for clarification of the term "non-binding" in reference to the requested support amount. Mark Hoppen explained that a request cannot be made for more than one budget year at a time.

Councilmember Young discussed the fact that Gig Harbor is not a B&O Tax city, and many businesses do not provide sales tax revenue. If the only goal is to raise tax revenue, it would be better to build wall-to-wall retail. This does not make for a good economy, and so it's important to continue to recruit for businesses that can provide jobs for the existing population. He said that it is vital to continue to participate, perhaps even more aggressively.

Mr. Hoppen said that no action is needed at this time, and further discussion can occur during the 2006 budget cycle.

2. First Reading of Ordinance – Updating References in Relation to Elections. Molly Towslee, City Clerk, explained that this ordinance updates the City of Gig Harbor Municipal Code so that references to State Law are consistent with the newly amended statutes. This will return at the next meeting for a second reading.

3. First Reading of Ordinance – Establishing Building Size Restrictions in Waterfront Zones. John Vodopich, Community Development Director, presented this ordinance that would establish a maximum building size in the Waterfront Residential district at 5,000 square feet or a total footprint of 2,500 square feet. In addition, it would establish a single-family and multi-family (up to four units) maximum building size in the Waterfront Millville district at a total size of 5,000 square feet or a total footprint of 2,500 square feet. The ordinance clarifies that the existing non-residential limit of 3,500 square feet per lot was intended to be total building size rather than gross floor area in the Waterfront Millville district. The ordinance would also establish a maximum residential building size in the Waterfront Commercial district at a total size of 5,000 square feet or a total footprint of 2,500 square feet and clarifies that the 3,000 square foot footprint limit applies to non-residential structures. Mr. Vodopich recommended that because Council had deliberated this issue at length at three previous meetings, it be adopted at this first reading.

Jan Twardowski – 3507 Harborview Drive. Mr. Twardowski voiced his concern that under this ordinance the condominium homeowners could not rebuild if their homes sustain substantial damage. He asked why the condo owners are being punished because of issues over office buildings and if this is a moral thing to do.

Councilmember Ruffo said that he fully supported what Mr. Twardowski said.

Councilmember Ekberg asked the square footage of his building. Mr. Twardowski described each condo as approximately 3,000 square feet, not including garages, with two floors and a basement. There are two buildings of two units each for a total of four. He stressed that this ordinance affects all the other condominiums too.

John Vodopich clarified that if a structure becomes non-conforming and is damaged by more than 50%, it needs to comply with the underlying regulations. If the ordinance is passed, the building size in the Waterfront Millville district will be either 5,000 s.f. or a

2,500 s.f. footprint. He added that in the Shoreline Master Program, it is 75% for single-family.

Bruce Steel – 6610 Sunnybay Road NW. Mr. Steel said he is a partner in a piece of property along Harborview Drive and is adamantly opposed to the ordinance. He said that he has been involved with this process for 20 months and it seems that there are three important issues: maximum public access to the waterfront; view corridors from Harborview Drive; and building size. This ordinance addresses the issue of building size, but to the detriment of the other two. He said that his architect was present with drawings to illustrate the effect of this ordinance. Mr. Steel described his property, then stressed that everyone is in agreement that they would like to preserve the historic netshed on the property, which they are willing to do. They would like to construct a small marina with associated parking. He asked Council to keep in mind that there are only a couple of remaining vacant properties, so this ordinance is site specific. The third thing that they are working on is what to do with the uplands. They are trying to design something that meets all three important criteria. If this ordinance is passed, it may force them to building three five-thousand square foot houses, as they have three lots of record. The owners would then chop this whole waterfront section from public access. He said that he doesn't want to build three big houses here, believing that this is the wrong thing to do. He said that he wants the public to be able to walk out to the bulkhead and enjoy the water. He continued to say that he wants staircases going down to the bulkhead level. He said that if the ordinance is passed, and due to the topography of his site, he could not connect the buildings with a public plaza area as illustrated in one of the drawings; it would be considered one structure. He introduced Steve Bull, his architect, to describe what could happen on this site with the new ordinance.

Councilmember Picinich asked Mr. Steel if he was planning to build a 10,000 s.f. underground parking lot. Mr. Steel responded that it is a parking lot covered by a public amenity. The two buildings would be allowed by themselves, but it is the connection between the two that creates the difficulty.

Mayor Wilbert asked if he had talked about the project with the neighbors. Mr. Steel said that he had talked to Mr. Jerkovich and ended up buying his property.

Steven Bull, 1502 25<sup>th</sup> Avenue South, Seattle. Mr. Bull gave a detailed explanation of the information and drawings in the packet given to Council. Mr. Bull said that the first drawing illustrates the height limits. The third sheet shows possible development that could occur with the proposed amendment, and the last sheet is an alternative that would not be allowed with the proposed amendment. He explained that the primary goals are to retain the view from Harborview Drive, retain the small scale and structure of the neighborhood, and provide shoreline access. Issues that are based in the Comprehensive Plan are preserving visual interest, developing and preserving an appropriate architecture, developing outdoor activity areas and minimizing asphalt coverage.

Mr. Bull continued to explain that one of the key changes in the draft ordinance is the change from gross floor area to building size. He said that Option A of the draft ordinance limits development to 5000 s.f. and defines building area, plus habitable area, plus garages and other support spaces. This includes garages within the developable area of the site, and if topography allows, there is the ability for a two-story structure with a walk-out lower level. The first drawing illustrates this option in which you could get a condition not necessarily anticipated. The second possibility under Option A is a 2500 s.f. footprint with a basement. He said that it is unclear what building footprint actually means.

Mr. Ball voiced concern with language in Option B, explaining that it is unclear how the basement area is calculated or whether a basement larger than the 2500 s.f. footprint would be allowed. He then spoke to minimizing asphalt coverage and other aspects of view corridors and open space in this zone. The inclusion of garages into the gross building area forces property owners into surface parking. He said that the next drawing illustrates what would be allowed in Option B; three separate structures separated by a 20 foot space, surface parking at the lower level, and structures on piers. This option has no public access or public amenities. The last drawing illustrates an option that would not be allowed under the proposed ordinance. This drawing shows a plaza connecting two, 2500 s.f. footprint, 2-story structures over a basement. The plaza would provide an overlook of the water for the public.

Councilmember Franich asked for clarification on the height of the buildings in the illustrations. Mr. Ball responded 18', which comply with the zoning criteria for height and bulk. He said that he believes that either building could be constructed under the existing code.

Councilmember Ekberg said that Illustration B shows one of his concerns that if you adopt a building size limitation, you then build to the allowed size and can end up with three or four buildings that maximizes the site. Mr. Ball responded that he didn't think there should be an issue with the building size limitation due to the requirements for roof pitch, view corridors and setbacks. These limits would prevent an enormous building. The 2500 s.f. footprint or the 5000 s.f. gross total building area is probably sufficient for most development within the waterfront district. He said that the issue is the redefinition of gross floor area to building area, which forces the inclusion of garages that otherwise, could be placed out of site and public space.

Councilmember Young pointed out that from the waterview the lower level parking appears to add another story to the structure. He said that he would be inclined to not include garages if they were truly underground. Mr. Ball said that the attached photographs show enormous retaining walls on the adjacent properties. He continued to explain that the city's Design Review process address those types of design issues, and to preserve the village character, you must provide creative solutions that take advantage of the topography to make sure that all aspect of the design meet the goals of the community.



John Vance – 3503 Harborview Drive. Mr. Vance spoke against the ordinance. He praised the openness of the process, adding that this is his third or fourth time to ask Council to preserve his home and that of his neighbors. He explained again that each of the four units is approximately 2900 s.f. plus an additional 500 s.f. garage for each unit. This is much smaller than the 20,000 s.f. individual residence that could be built there. He spoke about the public viewing area in front of their home, which complies with the intent to have waterfront access. He said that Council says that they want to preserve what exists, and has directed staff to come back with an ordinance that does this. But yet, each time it comes back with little, if any change and the condominiums become out of compliance. He asked "What is the intent of the Council. Is it to force people out of their homes, or to protect citizens of this community?"

Charles Carlson – 3505 Harborview Drive. Mr. Carlson said that at the first reading of this ordinance, it was noted that multi-family was not addressed. Now staff has included multi-family, but the restrictions will not allow any multi-family unit on the entire waterfront to be rebuilt if destroyed. He said that this process began because of large commercial buildings, so an ordinance was passed to limit the size of those structures. This ordinance states that numerous complaints were received from the public regarding large buildings, but during the three readings of this proposed ordinance, not one proponent has stepped forward in support of these amendments. He wondered where are all of "these people" that want these changes along the waterfront. Everyone has the same goal...to preserve what we have in Gig Harbor.

Councilmember Young apologized by saying that multi-family structures were supposed to have been exempted in all waterfront zones and then sent back to the Planning Commission to develop standards in which to regulate them.

Carol Morris, City Attorney, recommended that if Council wants to preserve the small-town character of this area, they need to identify what it is, and then establish that as a baseline in the ordinance rather than changing the non-conforming structure provision in the code. If you want to include the condominiums, then you determine how large they are and then use that as a base-line for development.

Councilmember Franich said that the intent is to allow what existing structures as a part of the community, but to prevent another Water's Edge Condominium project in the future. Councilmember Young pointed out that there is case law that says you cannot do that. He said that the Planning Commission never intended for single-family zoning rules to apply to multi-family structures, and there must be a better way to regulate them.

Ms. Morris said that you cannot just address the non-conformity issue because that establishes a separate class of structures in this area. This creates perpetual zoning and establishes these structures as a protected, non-conforming use. This condition does not exist anywhere else and goes against legislative intent for an ordinance that regulates structures to be smaller.

Councilmember Ruffo said that there is a present situation that he is trying to preserve and a future situation that is different. He said we have to figure out how to do that. Ms. Morris asked Council to reevaluate why they are passing the ordinance and to identify what the problem is they are trying to address.

Councilmember Ruffo replied that it is a "present" versus "future" issue and for any newly-developed property. Councilmember Young asked if this means treating vacant property different than existing property. This sets up two different zoning classes within the same zone. Councilmember Ruffo said that would be fine.

Councilmember Picinich asked if there was any way to exempt these multi-family structures from this ordinance that allows them to rebuild to what they currently have.

Councilmember Young read his recommendation at the last meeting to direct staff to bring back a revised ordinance removing multi-family structures from consideration and to take suggested changes to the Planning Commission to regulate them. He then apologized that he was unclear in specifying that this should be done in all waterfront zones. He suggested doing that at this time.

John Vodopich suggested that in Section 2, (I) of the proposed ordinance, merely delete the stricken "N/A" under attached four units and leave this not applicable so that the building size limits would not apply to attached dwellings up to four units and delete the reference in footnote "4" to multi-family attached residential structure (up to 4 units). With that revision, single-family residences would be limited to 5000 s.f. total or a 2500 s.f. footprint. If you went with a change to building size, non-residential structures would be limited to 3500 s.f. per lot total building size. This would address the current situation for the condos, but it would leave the Waterfront Millville wide open to multi-family structures of any size.

Councilmember Picinich said that he didn't want to leave it wide open, but wanted to protect the current condo owners.

David Bowe – 705 Pacific Avenue. Mr. Bowe said that he is in complete agreement with Carol Morris on the issue of non-conforming uses and the zoning code. He said that he also serves as a Tacoma Planning Commission member, and understands comprehensive plans and the non-conforming aspects. You agreed that you cannot set up different codes based upon existing structures. He then said he is representing Jim Sullivan of Tanglewood Development, who has a property similar to Mr. Steele's, and John Barline of Haub Brothers Investments who has property similar to both. He said that he also has been challenged by these regulations. He explained that Mr. Steele's property, located between the Morris Marina and the Tides Tavern, would be a parking lot if this code were adopted. He said that the goal is to put the parking underneath the building, out of public view. It would be difficult to meet the commercial parking requirements if they are not allowed to do so. He said that if this ordinance is passed, it would create a moratorium on commercial development in the waterfront zones. He said that the design manual has the requirements to shield parking, and environmentally, it is

the right thing to do. He said that this ordinance would not be a good economic development tool. Mr. Bowe addressed Councilmember Young's question about height and size, explaining that if you use the existing topography of the site, you would have a two-story element no matter if one story is parking or if it becomes a residential site.

Councilmember Dick asked Mr. Bowe for language that may achieve his intent. Mr. Bowe responded that removing parking structures from the gross or footprint area. You cannot put the commercial parking under the building or enclose it and meet the proposed size limitations. You would have to exempt parking structures or limit their size.

Councilmember Young mentioned that the language recommended by David Freeman at the last meeting would meet the intent.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich said he has nothing against underground parking depending on topography, but is opposed to having them excluded from the ordinance. He used the Ancich property as an example, saying that that if a garage is allowed to be built up to the property lines, then a structure built on top, you could end up with something above the road. He then addressed the illustration of three 5000 s.f. houses, adding that the setbacks would limit them to 2250 s.f. structures. He voiced concern that the project is coming forward in a piecemeal fashion. He then said that any ordinance that creates a non-conforming situation, it is a bad ordinance and agreed with Carol Morris's comments. He said that there has to be a way to keep the condos without making them non-conforming.

Jill Guernsey – 3224 Shyleen. Ms. Guernsey addressed the issue of non-conformity. She said that the two types of non-conformity are uses and structures. The issue before Council is non-conforming structures. The condo owners have stated many times that the proposed ordinance would not allow them to rebuild if their homes were more than 50% destroyed by fire. She said that this is no different that if her home on the hill burned over 50%. She asked if she would be able to rebuild if the setback had changed and the code had changed to no longer allow you to build as close to the property lines. If not, then her home would be non-conforming and she would not be allowed to rebuild. She said that she thinks that what is being requested is for Council to work on the non-conforming ordinance and suggested that it is a simple fix. Rather than dealing with a percentage issue, allow someone to build in an existing footprint within a certain time period by which this has to be done. Even though their structure is non-conforming, they have an opportunity to rebuild.

Councilmember Young asked her if she would distinguish between a structure destroyed by a disaster or a major remodel. Ms. Guernsey responded that yes, she would distinguish between the two. She said that major maintenance or repair could occur if the structure was not being expanded.

Councilmember Ekberg asked for clarification on the recommendation for a time limitation. Ms. Guernsey explained that this would prevent a property to sit dormant for many years and an owner requesting to rebuild to what was there "forty years ago."

Councilmember Young asked if she thought an ordinance that made 95% of the structures non-conforming is a good ordinance. She responded that realistically, it is something that has happened over time, as thirty years ago there were hardly any regulations. Councilmember Ruffo asked her what a reasonable time should be. Ms. Guernsey suggested one to two years to apply for the necessary permits. John Vodopich pointed out that this is already in the code.

Carol Morris said that the other issue to consider is the shoreline area is regulated by the Shoreline Master Program which adds a non-conforming structure land-use provision. That can be changed, but it must go to DOE for approval first.

Mark Hoppen used the fire at Olympic Village as an example of how long it may take to resolve insurance issues before someone is able to apply for a building permit. He encouraged that Council consider at least a two-year period.

Councilmember Franich asked Carol Morris if it would be possible to do what had been suggested by Ms. Guernsey. Ms. Morris responded positively, explaining that several of these provisions already exist in the code, but what isn't addressed is the ability to rebuild to the existing footprint. This change would have to be approved by DOE, who references the Washington Administrative Code's non-conforming provisions to determine if the change is appropriate.

Alan Renkowski – 3519 Harborview Drive. Mr. Renkowski described the Millville Condos where he lives. He said that there doesn't seem to be any consideration for lot size or configuration. He asked if Council is trying to eliminate large condominiums on the waterfront, and if so, can the zoning be changed to say that you cannot build a multi-family dwelling on the waterfront, but exempt the current ones from the proposed ordinance.

Councilmember Ruffo explained that this is what is being discussed.

Jan Twardowski – 3507 Harborview Drive. Mr. Twardowski clarified that multi-family dwelling owners are not looking for special privileges. He said that not all single-family homes would meet these regulations, but they are not aware of the impact this ordinance would have on them. He thanked Ms. Guernsey for her suggestions.

Councilmember Ruffo suggested directing staff to go back and consider the suggestions made by Jill Guernsey. Several other Councilmembers agreed with this suggestion. John Vodopich asked that this be referred to the Community Development Committee first.

Councilmember Young recommended that they also consider the issue of garages. He said that he is inclined to exempt them from building size if they are completely underground. Councilmember Franich agreed with this statement if it were in the downtown business zone, but not in the Waterfront Millville.

Councilmember Ekberg commented that he listened to the tapes of the meetings he missed, and the message is clear that everyone has the desire to preserve and enhance the community we love, created mostly without design review or zoning. Now, Council is being asked to adopt ordinances to try and preserve this while moving forward. He stressed that this is a difficult task, then thanked the citizens for their comments and insight.

**MOTION:** Move to table this agenda item.  
Ekberg / Ruffo –

Councilmember Young asked for clarification if there would be any building size restriction on non-residential in the WM zone if this ordinance is not passed. John Vodopich explained that currently, there is a maximum gross floor area restriction of 3500 s.f. per lot. This specifically excludes garages.

**RESTATED MOTION:** Move to table this agenda item.  
Ekberg / Ruffo – five voted in favor. Councilmembers Franich and Picinich voted no. The motion carried five to two.

4. Notice of Intention to Commence Annexation Proceedings – Ness, aka Rainbow Burnham LLC Request (ANX 04-03). John Vodopich presented this request for annexation of approximately 34 acres located north of 96<sup>th</sup> Street. He explained that the legal descriptions have been reviewed and approved by Pierce County and it would be appropriate to set a date to meet with the applicants to proceed with the annexation process. He suggested June 13<sup>th</sup>.

Councilmember Young suggested asking the applicant to contact other property owners to deal with the irregular boundary. Mr. Vodopich explained that a reasonable approach would be to use the mechanism in the state annexation statute to address the creation of an unincorporated island. This would allow the annexation of the other properties.

**MOTION:** Move to set the meeting date for June 13<sup>th</sup>.  
Ekberg / Ruffo – unanimously approved.

Mayor Wilbert passed out a map that she asked to have printed that illustrates the city's boundaries. She said that many people don't realize that they do not live in the city.

**STAFF REPORT:**

Staff Report – Rushmore Water Main Replacement Project – Public Meeting. No verbal report given.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

Mayor's Report - Community Participation. Mayor Wilbert said that she wanted to share the comments that come from the community and to invite participation in these projects.

Councilmember Franich asked if it would be possible to change the definition of gross building floor area without a meeting. John Vodopich said this is a text amendment, and the process requires that the Planning Commission review the amendments, and then they would make a recommendation to Council. There is a 60-day noticing requirement to the state. There is an expedite review process that can be requested, that would shorten the period to fourteen days.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Councilmember Ruffo announced that the Peninsula Gateway is sponsoring a Town Hall meeting at the Civic Center on Thursday evening at 7:00 p.m. The purpose is to educate the citizens on what it is like to be involved with the City Council.

Councilmember Young announced that Roger Brooks, from Destination Development, is returning to do another round regarding economic development.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:05 p.m.  
Franich / Ekberg – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 13.  
Disc #2 Tracks 1 – 22

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Gretchen A. Wilbert, Mayor

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Molly Towslee, City Clerk

**GIG HARBOR CITY COUNCIL MEETING  
SPECIAL MEETING OF MAY 31, 2005**

**PRESENT:** Councilmembers Ekberg, Franich, Conan, Dick, Picinich, and Mayor Wilbert. Councilmembers Young and Ruffo were absent.

**CALL TO ORDER:** 7:01 p.m.

**PLEDGE OF ALLEGIANCE**

**NEW BUSINESS:**

1. Consideration of a Moratorium on Development in the Waterfront Millville Zone. Community Development Director John Vodopich presented the proposed ordinance explaining that it was being proposed under emergency provisions and applied only to new non-residential development in the Waterfront Millville zone. He further clarified that the ordinance would become effective immediately and required a majority plus one vote of the City Council. He additionally stated that staff was recommending a 2-month period in order to allow the Planning Commission enough time to address the issue.

Further review of the method of measuring building size is defined differently, as Waterfront Millville uses gross floor area rather than footprint.

City Attorney Carol Morris added that an ordinance bringing the definitions into conformity with other zones would be brought before the Planning Commission and they would hold a hearing.

Councilmember Franich stated that he felt that using gross floor area as a calculation could result in large buildings in the Waterfront Millville zone. Additionally he stated that the Planning Commission had not had a chance to review the proposed ordinance from the last council meeting and further noted that part of that ordinance changes the definition from gross floor area to maximum building size.

It was asked by Councilmember Picinich if 2 months was enough time for the Planning Commission to review the issue and make a recommendation and Community Development Director Vodopich replied that the Planning Commission may have to hold a special meeting but that 2 months was adequate.

**MOTION:** Move to adopt Ordinance No. 1003 establishing a 2 month moratorium on new non-residential development in the Waterfront Millville zone.  
Picinich/Franich – unanimously approved

City Attorney Carol Morris asked that the City Council establish a date for the public hearing.

**MOTION:** Move to establish the date for a public hearing on the moratorium to be June 27<sup>th</sup>, 2005  
Picinich / Ekberg – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:20 p.m.  
Ekberg / Conan - unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 - 2

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Gretchen Wilbert, Mayor

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Diane Gagnon, Planning Assistant



**PROCLAMATION OF THE MAYOR  
OF THE CITY OF GIG HARBOR**

WHEREAS, *June 2005 has been designated as "Hire-A-Veteran Month" in Washington State in honor of our veterans who have served in our military, and to recognize our men and women fighting and serving in Iraq, Afghanistan, and military installations around the world; and*

NOTING, *that Hire-A-Veteran Month in 2005 will serve to establish special employment and hiring events, in conjunction with the Presidential "Hire-A-Veteran First" campaign, that help to secure employment for our veterans and the men and women coming home from the war zones that need jobs to assist in returning to their normal lives; and*

OBSERVING, *that the peace and accomplishments our country enjoys today is due to the tireless efforts and sacrifices our military men and women and their families have endured to make our country a better place for all of us to live; and*

RECOGNIZING, veterans, those men and women who have responded without hesitation to the call to duty and have served to make our country free, and those that are serving today to keep our country free, especially our troops in troubled spots around the world; and

ACKNOWLEDGING, *that the State of Washington, the Employment Security Department and its partners in the WorkSource Employment and Training system, and the Washington State Department of Veterans Affairs, are committed to provide quality employment and training opportunities to veterans by hosting events such as Hire-A-Vet Job Fairs and other events that will increase the opportunities for veterans to continue in their success;*

NOW, THEREFORE, *I, Gretchen Wilbert, Mayor, City of Gig Harbor, do hereby proclaim June 2005, as*

**HIRE-A- VETERAN MONTH**

and urge all citizens to join me in this special observance.

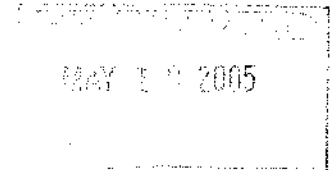
\_\_\_\_\_  
Mayor, City of Gig Harbor

\_\_\_\_\_  
Date



**STATE OF WASHINGTON  
EMPLOYMENT SECURITY DEPARTMENT**  
1305 Tacoma Ave South Suite 201, Tacoma WA 98402-1903

May 3, 2005



Mayor Gretchen Wilbert  
Gig Harbor City Hall  
3105 Judson Street  
P.O. Box 145  
Gig Harbor, W.A., 98335

Dear Mayor Wilbert,

As you are aware the Washington State has a long and proud history of providing a commitment to those veterans of all wars who have served their country with distinction, honor, and valor. In peace and war, citizens of the state have donned the uniform of the armed forces and stepped forward to serve their country.

Officials at all levels within the Washington State have not forgotten the sacrifices made by the citizen service members. Consequently, to "Honor America's Commitment to Veterans" the Chief Executive of the State, **Governor Christine O. Gregoire, will proclaim the month of June for the year 2005 as**

***HIRE-A-VETERAN MONTH***

In this regard, the Employment Security Department, WorkSource Pierce County, and specifically the **Pierce County Veteran Service** are supporting "the President's Hire-Veteran-First Campaign", by presenting "Hire-A-Veteran-First, Job Fair" on June 24, 2005 from 9 AM to 2 PM. The event is hosted by the American Veterans (AMVETS) Post #1, located at 5717 South Tyler Street, in Tacoma Washington.

Our goal is to have each veteran participate in the American Dream by obtaining employment that provides wages and a benefit package that equates to economic independence. To that end, the Job Fair is targeted at veterans, but all local citizens are welcome to attend. Preliminary estimates are that more then 60 employers will attend representing local, state, and national businesses and over 2,000 job seekers will attend the Job Fair.

It is requested that local Mayors, Military officials, Veteran Organization Commanders, and Community leaders, be made aware of the various noteworthy events taking place in Pierce County and across Washington State. Notification will give these key officials (if time permits) the opportunity to sign proclamations, participate, support, and or be a part of the events for veterans, in support of the Governor's Hire-A-Veteran month proclamation.

Enclosed is a copy of the Job Fair flyer and the proposed Governor's Proclamation (sample only). We will send you copies of the signed Proclamation if you want one, once it is available. Please make the public aware of these events for Veterans. **Thank you for your support.**

Sincerely,

Sal Cantu, Veteran Representative  
WorkSource Pierce  
1305 Tacoma Ave So, Suite 201  
Tacoma WA 98402  
(253) 593-7361 - e-mail- [scantu@esd.wa.gov](mailto:scantu@esd.wa.gov)

Attachments

# **We Support**

**The President's Campaign to**

# **Hire-A-Vet-First**

**AMVETS POST #1 JOB FAIR, JUNE 24, 2005  
5717 S TYLER, TACOMA, WA, FROM 9AM – 2PM**

**Honoring America's Commitment  
to Veterans and Their Families  
In Washington State and  
Across the USA**





COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** STEPHEN MISIURAK, P.E. *sm*  
CITY ENGINEER  
**SUBJECT:** PAPE & SONS CONSTRUCTION, INC. ESCROW AGREEMENT  
– RUSHMORE WATER MAIN REPLACEMENT PROJECT RETAINAGE  
**DATE:** JUNE 13, 2005

**BACKGROUND**

Pape & Sons Construction, Inc. has requested their retained percentage for the Rushmore Water Main Replacement Project construction contract be placed in an escrow account with Venture Bank.

**POLICY CONSIDERATIONS**

Venture Bank is certified as a public depository by the Washington Public Deposit Protection Commission.

Exhibit A of the agreement limits investments to those allowed by the State of Washington and the city's investment policy.

**FISCAL CONSIDERATIONS**

The retained percentage is 5% of each progress estimate.

**RECOMMENDATION**

I recommend that the Council authorize execution of the Escrow Agreement with Pape & Sons, Inc. and Venture Bank.

Project No.: CWP-0209  
Project Name: Rushmore Water Main Replacement  
Escrow No.: 036870346

### ESCROW AGREEMENT

TO: Bank Name: Venture Bank  
Branch:  
Address: 7022 Pioneer Way NW  
City, State Zip: Gig Harbor, WA 98335  
Phone: (253) 853-5000

The undersigned, PAPE & SONS CONSTRUCTION, INC, hereinafter referred to as Contractor, has directed the City of Gig Harbor, hereinafter referred to as Agency, to deliver to you its warrants or checks which shall be payable to you and the Contractor jointly. Such warrants or checks are to be held and disposed of by you in accordance with the following instructions and upon the terms and conditions hereinafter set forth.

#### INSTRUCTIONS

1. The Agency shall deliver to you from time to time checks or warrants payable jointly to you and the Contractor. You are hereby authorized by the Contractor to endorse in the Contractor's name any such check or warrant so that you may receive the proceeds thereof and invest the same. The power of endorsement hereby granted to you by the Contractor shall be deemed a power coupled with an interest and shall be irrevocable during the term of this escrow. Although you may be a payee named in such warrants or checks as shall be delivered to you, your duties and responsibilities with respect to the same shall be only those duties and responsibilities which a depository bank would have pursuant to Article 4 of the Uniform Commercial Code of the State of Washington for an item deposited with it for collection as of the date such check or warrant shall be delivered to you. The proceeds from collection shall be used by you to purchase, as directed by the Contractor, bonds or other securities chosen by the Contractor and approved by you, and the Agency. For the purpose of each such purchase, you may follow the last written direction received by you from the Contractor, provided such direction otherwise conforms with the restrictions on investments recited herein. Attached (Exhibit A) is a list of such bonds, or other securities approved by the Agency. No further approval is necessary if any of these bonds or securities are selected by the Contractor. Other bonds or securities, except stocks, may be selected by the Contractor, subject to express written approval of you and the Agency. Purchase of such bonds or other securities shall be in a form which shall allow you alone to reconvert such bonds or other securities into money if you are required to do so by the Agency as provided in Paragraph 4 of this Escrow Agreement.

The investments selected by the Contractor, approved by the Agency and purchased by you must mature on or prior to the date set for the completion of the contract, including extensions thereof or thirty days following the final acceptance of said improvement or work.

2. When and as interest on the securities held by you pursuant to this Agreement accrues and is paid, you shall collect such interest and forward it to the Contractor at its address designated below unless with your written consent you are otherwise directed in writing by the Contractor.

3. You are not authorized to deliver to the Contractor all or any part of the securities held by you pursuant to the Agreement (or any moneys derived from the sale of such securities, or the negotiation of the Agency's warrants or checks) except in accordance with written instructions from the Agency. The Agency shall inform you and keep you informed in writing of the name of the person or persons with authority to give you such written instructions. Compliance with such instructions shall relieve you of any further liability related thereto. Upon request by you, the Agency shall advise you in writing of any change in the estimated completion date. If the estimated completion date is changed, you are authorized to reinvest the moneys held hereunder in accordance with the new estimated completion date.

4. In the event the Agency orders you to do so in writing, and notwithstanding any other provisions of this Agreement, you shall, within thirty-five (35) days of receipt of such order, reconvert into money the securities held by you pursuant to this Agreement and return such money together with any other moneys, including accrued interest on such securities, held by you hereunder, to the Agency.

5. Payment of all fees shall be the sole responsibility of the Contractor and shall not be deducted from any property placed with you pursuant to this Agreement until and unless the Agency directs the release to the Contractor of the securities and moneys held hereunder whereupon you shall be granted a first lien upon such property released and shall be entitled to reimburse yourself from such property for the entire amount of your fees and any unanticipated amounts which might be owing as provided for herein.

In the event that you are made a party to any litigation with respect to the property held by you hereunder, or in the event that the conditions of this escrow are not promptly fulfilled or that you are required to render any services not provided for in these instructions, or that there is any assignment of the interests of this escrow or any modification hereof, you shall be entitled to reasonable compensation for such extraordinary services from the Contractor and reimbursement from the Contractor for all costs and expenses, including attorney fees occasioned by such default, delay, controversy or litigation.

6. Should you at any time and for any reason desire to be relieved of your obligations as escrow holder hereunder, you shall give written notice to the Agency and Contractor. The Agency and Contractor shall, within twenty (20) days of the receipt of such notice, jointly appoint a successor escrow holder and instruct you to deliver all securities and funds held hereunder to said successor. If you are not notified of the appointment of the successor escrow holder within twenty (20) days, you shall return the subject matter hereof to the Agency and upon so doing, it absolves you from all further charges and obligations in connection with this escrow.

7. This Agreement shall not be binding until executed by the Contractor and the Agency and accepted by you.

8. This instrument contains the entire agreement between you, the Contractor and the Agency, with respect to this escrow and you are not a party to nor bound by any instrument or agreement other than this; you shall not be required to take notice of any default or any other matter, not be bound by nor required to give notice or demand, not required to take any action whatever except as herein expressly provided; you shall not be liable for any loss or damage that is caused by your failure to perform as required under this instrument, and any loss or damage caused by your own negligence or willful misconduct.

9. The foregoing provisions shall be binding upon the assigns, successors, personal representatives and heirs of the parties hereto.

10. This Escrow Agreement may only be amended or modified upon the written consent of each party's duly authorized representative.

The undersigned have read and hereby approve the instructions as give above governing the administration of this escrow and do hereby execute this Agreement on this 13<sup>th</sup> day of MAY, 2005.

BANK: VENTURE BANK  
Branch: PIONEER  
Address: 7022 PIONEER WAY  
City, State Zip: GIG HARBOR, WA 98335  
Phone: (253) 853-5162

Chapple Seifass  
Authorized Signature  
Title: JSS

0368703146  
Escrow Account No.

Contractor: PAPE & SONS CONSTRUCTION, INC  
Address: 9401 54th Ave NW, Suite 1A  
City, State Zip: Gig Harbor, WA 98332  
Phone: (253)851-6040

By: [Signature]  
Authorized Signature

Title: General Manager

The above escrow instructions received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
Title: Mayor

Exhibit "A"

List of Type of Bonds or Securities that are Approved  
by the City of Gig Harbor

1. Bills, certificates, notes or bonds of the United States.
2. Other obligations of the United States or its agencies.
3. Obligations of any corporation wholly-owned by the government of the United States.
4. Indebtedness of the Federal National Mortgage Association.
5. Time deposits in Commercial Banks, Mutual Savings Banks or Savings and Loan Associations.

In no event shall the City of Gig Harbor approve investments in stock of any company, association or corporation. In all cases, the investments selected must mature on or prior to the date set for completion of the contract, including extensions thereof.

Please indicate which type of Bonds or Securities that have been selected by circling the appropriate number above.





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: ROB WHITE, PLANNING MANAGER** RW  
**SUBJECT: DESIGN REVIEW BOARD APPOINTMENTS AND TERMS**  
**DATE: JUNE 13, 2005**

**INFORMATION/BACKGROUND**

At their regular meeting of May 19, 2005, the Planning Commission recommended that Jim Pasin be appointed to the DRB for a one year term ending July 2006. Following the completion of his term, the Planning Commission would then appoint a different Planning Commission member, renewable every two years in July.

At their regular meeting of May 25, 2005, the Design Review Board set term renewals and elected a chair and vice chair as follows:

Paul Kadzik (Chair)	July 2005
Charles Carlson	July 2007
Lita Dawn Stanton (Vice Chair)	July 2007
Rosanne Sachson	July 2008
Darrin Filand	July 2008
Kate Burnham	July 2009

**POLICY CONSIDERATIONS**

None.

**ENVIRONMENTAL ANALYSIS**

None.

**FISCAL IMPACTS**

None.

**RECOMMENDATION**

I recommend that the City Council accept the appointments and terms as presented above.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *[Signature]*  
**CITY ENGINEER**  
**SUBJECT: SEWAGE PUMP STATION 2A REPLACEMENT PROJECT**  
**AUTHORIZATION FOR CONSULTANT SERVICES CONTRACT – URS**  
**CORPORATION**  
**DATE: JUNE 13, 2005**

**INTRODUCTION/BACKGROUND**

A 2005 budgeted objective from the city's Sewer Operating fund provides for the replacement of the problematic and outdated Pump Station 2 with the construction of the new Sewage Pump Station 2A, and associated site improvements and appurtenances. On May 9, 2005, City Council authorized the bid award of the construction of Pump Station 2A along with approval of geotechnical, structural, electrical, and survey consultant services contracts.

Project mechanical oversight services are requested from URS Engineering on an as-needed basis for mechanical pump and odor control issues. The City contacted the mechanical pump designer for this project, URS Corporation and negotiated a scope and fee not to exceed \$14,549.00.

**ISSUES/FISCAL IMPACT**

The combined total of the previously approved consultant contracts along with this request exceeds the allocated combined project pump station and air relief vessel budgets of \$1,000,000.00 by \$32,745.70; consequently Objective No. 7 (Preparation of a sanitary sewer base map, \$45,000) will not be undertaken this year.

**RECOMMENDATION**

I recommend that the Council authorize the execution of the consultant services contracts with URS Corporation for the amount not-to-exceed fourteen thousand five hundred forty-nine dollars and zero cents (\$14,549.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
URS CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and URS Corporation, a corporation organized under the laws of the State of Washington, located and doing business 1501 Fourth Avenue, Suite 1400, Seattle, Washington 98101-1616 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of Pump Station 2A, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated May 11, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fourteen Thousand Five Hundred Forty-nine Dollars and no cents (\$14,549.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by June 30, 2006 provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

### VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

## VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

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

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

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

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

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

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

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of

the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

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

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

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

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

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

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

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

### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless

otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT  
Kris Guttormsen, P.E.  
URS Corporation  
1501 Fourth Avenue, Suite 1400  
Seattle, Washington 98101-1616  
(206) 438-2700

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

**XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT  
By: Michael Profeta U.P. By:  
Its Principal

CITY OF GIG HARBOR  
\_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Kris Guttormsen, P.E.  
URS Corporation  
1501 Fourth Avenue, Suite 1400  
Seattle, Washington 98101-1616  
(206) 438-2039

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170



APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON )  
 )  
COUNTY OF KING ) ss.

I certify that I know or have satisfactory evidence that Michael Rosenfeld 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 V.P. of URS Corp Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

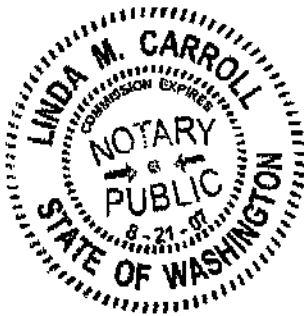
Dated: 6/6/05

Linda M. Carroll

LINDA M. CARROLL

(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
Redmond, WA

My Commission expires: 8/21/07



STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert 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 Mayor 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: \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICES**  
**CONSTRUCTION ENGINEERING SERVICES**  
**GIG HARBOR PUMP STATION NO. 2A**

URS will provide engineering services to the City of Gig Harbor during the construction phase of Pump Station No. 2A. The services shall consist of the following:

**Task 1 – Preconstruction Meeting**

Attend the Preconstruction Meeting to answer any questions that may be raised regarding structural and mechanical work. Provide supplemental information that may be requested after the meeting.

**Task 2 – Submittal Review**

Review submittals by the Contractor for conformance with the plans and specifications. Prepare a written response in memo format or with marked up drawings for each submittal reviewed, indicating any exceptions taken, needs for corrections or resubmittals. Return submittals and written response to the City within one (1) week of receipt. Submittal reviews shall be limited to structural and mechanical work. When necessary, provide coordination with the civil consultant and/or the electrical/I&C consultant. For budgeting purposes, it has been assumed that a total of 20 submittals will be reviewed.

**Task 3 – Response to Requests for Information**

Prepare written responses and/or drawing modifications/sketches to clarify structural and mechanical issues brought up by the Contractor in the form of an RFI. When necessary, provide coordination with the electrical/I&C consultant. For budgeting purposes, it has been assumed that responses will be required to 20 RFIs. No site visits have been budgeted in conjunction with RFIs.

**Task 4 – Site Visits**

Visit the construction site to view the work in progress as requested by the City. For budgeting purposes, it has been assumed that 4 visit will be made in conjunction with the mechanical and structural work on the pump station. Field reports will be prepared and submitted to the City after each field visit.

Additional visits, if requested by the City, will constitute a change in scope with additional compensation.

Task 5 – Startup

Visit the job site 1 time during startup to observe the pump station in operation. Prepare a report describing observations made and describe any recommended modifications that may be necessary to meet the intent of the design.

EXHIBIT B

**BUDGET SUMMARY  
CONSTRUCTION ENGINEERING SERVICES  
GIG HARBOR PUMP STATION 2A**

Task	Description	Labor Hours	Labor Cost	Expenses	Total Cost
Task 1	Preconstruction Meeting	6	\$906	\$45	\$951
Task 2	Submittal Review	58	\$6,860	\$0	\$6,860
Task 3	Response to RFI's	36	\$4,372	\$0	\$4,372
Task 4	Site Visits	16	\$1,540	\$178	\$1,718
Task 5	Start-Up and Final Inspection	4	\$604	\$45	\$649
<b>TOTAL</b>		120	\$14,282	\$267	\$14,549

**LABOR BUDGET ESTIMATE  
CONSTRUCTION ENGINEERING SERVICES - GIG HARBOR PUMP STATION 2A**

Project Mngr.: Kris Guttormsen

Task No.	Name Description	Project Manager		Sr. Struct. Engineer		Structural Engineer		CAD Tech		Total	
		Guttormsen		Dinsmore		Nguyen		Team			
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost
1	<b>Preconstruction Meeting</b>										
a	Attend Meeting	5	\$755		\$0		\$0		\$0	5	\$755
b	Supplemental Information	1	\$151		\$0		\$0		\$0	1	\$151
	<b>Total Task 2</b>	6	\$906	0	\$0	0	\$0	0	\$0	6	\$906
2	<b>Submittal Review</b>										
a	Submittal Reviews	24	\$3,624	0	\$0	24	\$1,872		\$0	48	\$5,496
b	Coordination	8	\$1,208		\$0	2	\$156		\$0	10	\$1,364
	<b>Total Task 3</b>	32	\$4,832	0	\$0	26	\$2,028	0	\$0	58	\$6,860
3	<b>Response to RFI's</b>										
a	Response Preparation	12	\$1,812	4	\$452	8	\$624	4	\$276	28	\$3,164
b	Site Visits	0	\$0		\$0	0	\$0		\$0	0	\$0
c	Coordination	8	\$1,208		\$0		\$0		\$0	8	\$1,208
	<b>Total Task 4</b>	20	\$3,020	4	\$452	8	\$624	4	\$276	36	\$4,372
4	<b>Site Visits</b>										
a	Pipe Site Visits		\$0		\$0		\$0		\$0	0	\$0
b	Pump Station Site Visits	4	\$604		\$0	12	\$936		\$0	16	\$1,540
	<b>Total Task 5</b>	4	\$604	0	\$0	12	\$936	0	\$0	16	\$1,540
5	<b>Startup</b>										
a	Startup	4	\$604		\$0		\$0		\$0	4	\$604
b	Final Inspection	0	\$0		\$0		\$0		\$0	0	\$0
	<b>Total Task 6</b>	4	\$604	0	\$0	0	\$0	0	\$0	4	\$604
	<b>TOTAL ALL TASKS</b>	66	\$9,966	4	\$452	46	\$3,588	4	\$276	120	\$14,282

**EXPENSE ESTIMATE**

**CONSTRUCTION ENGINEERING SERVICES - GIG HARBOR PUMP STATION 2A**

PM: Kris Guttormsen

#REF! #REF!

EXPENSE ITEM	Cost/Unit	Task 1		Task 2		Task 3		Task 4		Task 5		Total	
		Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost	Qty	Cost
Lodging	per day		\$0		\$0		\$0		\$0		\$0	0	\$0
Meals	per day		\$0		\$0		\$0		\$0		\$0	0	\$0
Mileage	\$0.405 per mile	100	\$41		\$0		\$0	400	\$162	100	\$41	600	\$243
Car Rental	per day		\$0		\$0		\$0		\$0		\$0	0	\$0
Air Travel	round trip		\$0		\$0		\$0		\$0		\$0	0	\$0
Parking & Misc.											\$0	0	\$0
Telephone/Fax											\$0	0	\$0
Postage											\$0	0	\$0
Delivery & Shipping											\$0	0	\$0
Supplies											\$0	0	\$0
Xerox Copies	each		\$0		\$0		\$0		\$0		\$0	0	\$0
Small Check Prints	each		\$0		\$0		\$0		\$0		\$0	0	\$0
Large Check Prints	each		\$0		\$0		\$0		\$0		\$0	0	\$0
Small Plots	each		\$0		\$0		\$0		\$0		\$0	0	\$0
Large Plots	each		\$0		\$0		\$0		\$0		\$0	0	\$0
Printing											\$0	0	\$0
Other Expenses												0	\$0
Sub Total			\$41		\$0		\$0		\$162		\$41		\$243
Markup @ 10%			\$4		\$0		\$0		\$16		\$4		\$24
<b>Total Expenses</b>			<b>\$45</b>		<b>\$0</b>		<b>\$0</b>		<b>\$178</b>		<b>\$45</b>	<b>600</b>	<b>\$267</b>





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *Sm*  
**CITY ENGINEER**  
**SUBJECT: BID AWARD – 36<sup>TH</sup>/POINT FOSDICK INTERSECTION IMPROVEMENT PROJECT (CSP-0029) – HARLOW CONSTRUCTION**  
**DATE: JUNE 13, 2005**

**INTRODUCTION/BACKGROUND**

An identified street operating objective in the 2005 budget provides for the construction of a single lane modern roundabout at the above-mentioned intersection.

In accordance with the public bidding process, the City opened the following three responsive bids on June 7, 2005. The lowest responsive bid was from Harlow Construction, Inc.

<u>Contractor</u>	<u>Total (including retail sales tax)</u>
Harlow Construction, Inc.	\$855,447.00
Ceccanti, Inc.	\$1,133,640.25
Looker & Associates, Inc.	\$1,149,042.00

**ISSUES/FISCAL IMPACT**

Funding for this project is provided from three following sources. Washington State Department of Transportation (WSDOT) grant of \$330,000, Pierce County grant of \$330,000 and the balance from the City of Gig Harbor, \$195,447. Sufficient funds are available in the Street Operating Fund, Objective No. 15, \$995,000 to cover the cost of this project.

**RECOMMENDATION**

I recommend that Council authorize the award and execution of the contract for the 36<sup>th</sup>/Point Fosdick Intersection Improvement Project, to Harlow Construction, Inc. in the amount of eight hundred fifty five thousand four hundred forty seven dollars and zero cents. (\$855,447.00), including retail sales tax.

**CITY OF GIG HARBOR  
CONTRACT  
For  
36<sup>th</sup> ST./POINT FOSDICK INTERSECTION  
IMPROVEMENT PROJECT  
CSP - 0029**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2005, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Harlow Construction, Inc., hereinafter called the "Contractor."

**WITNESSETH:**

That in consideration of the terms and conditions contained herein and attached and made a part of this Contract, the parties hereto covenant and agree as follows:

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of single lane roundabout for the 36<sup>th</sup> Street/Point Fosdick Intersection Improvement Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "36<sup>th</sup> St./Point Fosdick Intersection Improvement Project, CSP-0029," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Eight hundred fifty-five thousand four hundred forty-seven dollars and no cents (\$885,447.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within seventy-five (75)-working days.
3. The Contractor agrees to pay the City the sum of \$1,710.89 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

CONTRACT: 36<sup>th</sup> Street/Point Fosdick Intersection Improvement Project (CSP-0029)

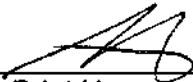
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

IN WITNESS WHEREOF the parties hereto have caused this Contract to be executed the day and year first hereinabove written:

CITY of GIG HARBOR:

CONTRACTOR:

\_\_\_\_\_  
Gretchen A. Wilbert, Mayor  
City of Gig Harbor  
Date: \_\_\_\_\_

  
\_\_\_\_\_  
Print Name: Mark M. Harlow  
Print Title: President  
Date: 6-9-05

ATTEST:

Harlow Construction Inc.  
3102 Long Lake Drive SE  
Lacey, WA 98503  
360-455-1252 360-455-1253 (fax)

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

APPROVED FOR FORM:

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



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: 36<sup>TH</sup> STREET/POINT FOSDICK INTERSECTION IMPROVEMENT**  
**PROJECT CSP-0029**  
**CONSULTANT SERVICES CONTRACT AMENDMENT NO. 2**  
**DATE: JUNE 13, 2005**

**INTRODUCTION/BACKGROUND**

In 2004 Council approved a contract with HDR Engineering, Inc to complete the final design and bidding documents for this project. This amendment will provide for the necessary professional construction staking and surveying services necessary during construction along with any City requested engineering support services.

**FISCAL CONSIDERATIONS**

Engineering project costs to date, including the preparation of plans, specifications, construction cost estimate, and bidding documents amounted to \$159,649.70. These costs were previously expensed during the 2004 budget cycle. The 2005 Street Operating Fund, Objective No. 15 has a budget allotment of \$995,000 to fund the construction costs along with the necessary surveying and supplemental engineering services.

**RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 2 construction engineering and surveying services between the City of Gig Harbor and HDR Engineering, Inc. in the not-to-exceed amount of forty one thousand six hundred twenty two thousand dollars and eighty-eight cents (\$41,622.88).

**AMENDMENT #2 TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HDR ENGINEERING, INC.**

THIS AMENDMENT is made to the AGREEMENT, dated November 10, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 500 108<sup>th</sup> Avenue NE, Suite 1200, Bellevue, Washington 98004-5549 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the engineering and surveying services during construction for the 36<sup>th</sup> Street/Point Fosdick Drive Intersection Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on November 10, 2003 (hereinafter the "Agreement"); and

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

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

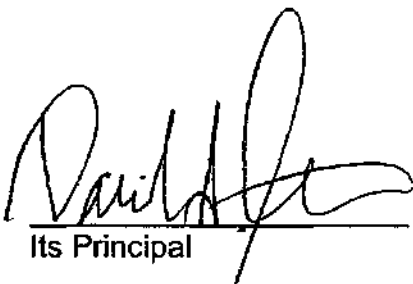
**Section 1. Amendment to Scope of Services.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: forty one thousand six hundred twenty-two dollars and eighty-eight cents (\$41,622.88). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as

if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

By:   
Its Principal

THE CITY OF GIG HARBOR

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

Notices to be sent to:

CONSULTANT  
HDR Engineering, Inc.  
Attn: Larry Kyle, P.E., Principal  
500 108<sup>th</sup> Avenue NE, Suite 1200  
Bellevue, Washington 98004-5549  
(425) 453-1523

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF \_\_\_\_\_ )

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





# **AMENDMENT #2**

## **EXHIBIT A SCOPE OF SERVICES**

**36<sup>th</sup> Avenue / Pt. Fosdick Drive  
Intersection Improvement Project  
Phase 2**

- **Construction Engineering  
and Surveying Services**

Prepared by:

**HDR Engineering, Inc.**  
626 Columbia Street NW, Suite 2A  
Olympia, Washington 98501

June 3, 2005

---

**EXHIBIT A  
SCOPE OF SERVICES**

**36<sup>th</sup> Avenue / Point Fosdick Drive  
Intersection Improvement Project  
Phase II**

**I. INTRODUCTION**

In 2003 the City executed an agreement with HDR Engineering to prepare final design plans, specifications, and construction estimates for the phase II improvements at Point Fosdick Dr and 36<sup>th</sup> Avenue. Phase II improvements include the development of a single lane modern roundabout at the intersection to correct existing geometric and operational deficiencies. The City now desires HDR Engineering to provide construction engineering and surveying services during the construction of the improvement.

During the term of this AGREEMENT, HDR Engineering, Inc. (CONSULTANT) together with PRIZM, Inc. professional land surveyors (SUBCONSULTANT) shall perform professional services for the City of Gig Harbor (CITY) in connection with the construction of the 36<sup>th</sup> Ave. / Pt. Fosdick Dr. Intersection Phase II Improvement Project. Work items include:

Construction Engineering Services  
Construction Surveying

The work is authorized by the signing of this Amendment #2.

The work will include providing construction engineering services including surveying services for the construction of the 36<sup>th</sup> Ave. / Pt. Fosdick Dr. Intersection Phase II Improvement Project.

CONSULTANT's work is expected to start in July 2005, and be completed by December 2005. The CONSULTANT will perform the work tasks as amended in Section II B "Construction Engineering" for the 36<sup>th</sup> Avenue / Point Fosdick Drive Intersection Improvement Project.

**II. DETAILED SCOPE OF SERVICES**

**B. Construction Engineering Services**

Provide construction engineering services for the construction of the intersection improvement. These services will include responding to Requests for Information (RFI) presented by the Contractor, provide plan change documentation as requested by the City, coordination with construction surveying subcontractor, and miscellaneous engineering as requested by the City.

**Task 1. Project Management/CONSULTANT Coordination**

**1.1 Project Reporting/Project Management**

Administer the project and coordinate with the CITY to facilitate efficient progress and timely completion.

- a. Prepare and submit brief monthly status reports outlining the work completed during the previous month, project status, and an outline of issues to be resolved.

## **Task 2. Construction Surveying**

The Consultant will provide the following construction surveying tasks during construction of the improvement project.

- ◆ Horizontal and vertical control for project duration. Consists of establishing a control network that will be used throughout the construction process and will employ both conventional and GPS procedures.
- ◆ Provide construction centerline baseline to assist in utility relocation in advance of the major construction effort.
- ◆ Layout construction/clearing limits and/or silt fence locations.
- ◆ Stake and grade proposed stormwater conveyance system and storm vault. (Double offsets at all structures and offsets at 25' out of structures and at midpoint along runs).
- ◆ Provide slope stakes for roadway improvements.
- ◆ Layout and grade proposed at retaining walls and sidewalks.
- ◆ Provide layout of proposed illumination locations.
- ◆ Layout and grade concrete curb and gutter. (Offset stakes will be set at 3 feet from back of curb graded to top back of curb, or as requested by the Contractor) at areas of no curbing the surveyor will provide offsets to the edge of paving.

### *Assumption*

Budget estimate has been prepared based on typical construction survey requirements associated with standard construction practices. If additional surveying is requested than the cost will be invoiced to the City based on unit prices of \$110.00 per hour for a two man survey crew and \$75.00 per hour for office support. Licensed Surveyor and computer work will be applied as required.

## **Task 3. Bidding Process**

### **3.1 Respond to CITY Requested Questions**

Assist the CITY by answering questions during the bidding process. Because of the unknown nature of this task, this assistance will be limited to the dollars identified in the fee breakdown.

### **3.2 Preconstruction Meeting**

The CONSULTANT's project manager and one additional staff member will attend the preconstruction meeting.

## **Task 4. Construction Engineering**

### **4.1 Respond to Contractor Requests for Information (RFI's)**

Review and provide written responses to Contractor submitted Requests for Information (RFI) on construction related issues.

*Assumption*

Budget estimate assumes a total of 16 hours of engineering review for each of 4 RFI's. Additional RFI's will be responded to on a time and material cost with prior approval from the City.

**4.2 Construction Meetings**

The CONSULTANT will attend bi-monthly construction meetings with the City's construction inspector and the Contractor to discuss construction issues. Prepare meeting notes for the monthly meeting documenting status, schedule, and invoicing. Participate in weekly conference call meeting with CITY and key team staff to update on project status and resolve current outstanding issues.

*Assumption*

Budget estimate assumes a total of 3 meetings at 4 hours each. Additional meeting attendance will be invoiced on a time and material cost with prior approval from the City.

**4.2 Construction Engineering Services**

The CONSULTANT will review monthly construction pay estimates and provide the City with review comments based on the construction contract for approval by the City. Additional engineering services will be provided to the City upon request and invoiced on a time and materials basis.

*Assumption*

Budget estimate assumes three pay estimates to be reviewed.

**III. EXTRA WORK**

All work not described under Section II above, will be considered Extra Work. The following tasks are possible Extra Work items, which may be performed under a supplement to this Agreement:

1. Daily Construction Inspection
2. Utility Coordination
3. Permit Coordination

**IV. ADDITIONAL SERVICES / CONTINGENCY**

Consultant shall perform additional out of scope services as requested in writing by the City. A contingency amount of \$10,000 has been estimated and included in the amendment #2. If any such request causes an increase or decrease in the estimated cost of, or time required for, performance of any part of the work under this amendment #2 the City shall make an equitable adjustment in the maximum amount payable and shall modify the Agreement accordingly.

Project Name: City of Gig Harbor  
Phase Name: 36th Ave. / Pt. Fosdick Dr. Intersection Phase II Improvements  
**AMENDMENT #2 - Construction Engineering Services**

Prepared by: D. Skinner  
Date: 5/27/2005  
Checked by: D. McCracken  
Date: 6/3/2005

WORK CODE	Task/Subtask	TOTALS HOURS/ DOLLARS	Senior PM \$153.04	Project Engineer \$108.51	Project Designer \$94.30	CADD \$77.29	Word Processor \$61.84	Project Controller \$62.70			
	<b>PHASE II - Construction Services (4 months)</b>										
	<b>Task 1 - Project Management/CONSULTANT Coordination</b>										
	1.1 Project Reporting/Project Management	18 \$2,009.62	8 \$1,224.34				2 \$123.67	8 \$661.62			
	<b>Task 2 - Supplemental Topographic Survey and Base Maps</b>										
	2.1 Construction Surveying	10 \$1,174.20	2 \$306.08	8 \$868.11							
	<b>Task 3 - Bidding Process</b>										
	3.1 Respond to City Requested Questions/Pre-Bid Meeting	12 \$1,480.28	4 \$612.17	8 \$868.11							
	3.2 Preconstruction Meeting	8 \$1,046.22	4 \$612.17	4 \$434.06							
	<b>Task 4 - Construction Engineering</b>										
	4.1 Respond to RFPs	50 \$5,688.57	8 \$1,224.34	40 \$4,340.56			2 \$123.67				
	4.2 Construction Meetings	36 \$3,719.79		32 \$3,472.45			4 \$247.34				
	4.3 Construction Engineering Services	10 \$1,174.20	2 \$306.08	8 \$868.11							
	<b>TOTALS</b>	144 \$18,292.88	28 \$4,285.18	100 \$10,851.40			8 \$494.68	8 \$661.62			

		OUTSIDE REIMBURSABLE		SUBCONSULTANTS	
Direct Salary	\$16,292.88	Per Diem		1) PRIZM Surveying	\$15,030.00
Subtotal	\$16,292.88	Lodging		2)	
		Mileage/pers. Vehicle (\$0.375/mile)	\$200.00	3)	
		Travel		4)	
		Meals		5)	
Outside Reimbursable	\$300.00	Supplies	\$30.00	6)	
Subconsultants	\$15,030.00	Reproduction	\$50.00	7)	
Additional Services / Contingency	\$10,000.00	Telephone	\$20.00	8)	
<b>TOTAL =</b>	<b>\$41,622.88</b>	Postage/Delivery		9)	
		Other		10)	
		Markup for Reimb. =		Markup =	
		Total =	\$300.00	Total =	\$15,030.00



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E. *hm***  
**CITY ENGINEER**  
**SUBJECT: 36<sup>TH</sup>/POINT FOSDICK INTERSECTION IMPROVEMENT PROJECT**  
**CONTRACT AUTHORIZATION - COMPACTION TESTING SERVICES –**  
**GENERAL TESTING LABORATORIES, INC.**  
**DATE: JUNE 13, 2005**

**INTRODUCTION/BACKGROUND**

A 2005 budgeted street operating objective provides for the construction of a single lane modern roundabout at the above-mentioned intersection. Compaction testing of sub-base conditions and laboratory analysis of pavement design is needed to ensure that the contractor performing the work is meeting minimum contract requirements.

After reviewing the Consultant Services Roster, the city contacted the testing laboratory of AMEC, Inc and requested a scope and fee to provide the above services. AMEC was unable to provide an acceptable scope and fee to the City in the time frame requested. Therefore, the City contacted General Testing Laboratories, Inc., and was chosen based on their extensive understanding of geotechnical engineering, their willingness to accommodate a tight schedule and their excellent work on past projects with the city.

The scope includes soils compaction inspection of sub-base conditions and compaction testing of ACP (asphalt concrete pavement).

**POLICY CONSIDERATIONS**

General Testing Laboratories, Inc. are able to meet all of the city's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

The 2005 Street Operating Fund, Objective No. 15 has an allotment of \$995,000 available in 2005 to provide adequate funding to complete the intersection construction along with funding the necessary engineering and compaction testing services.

**RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract with General Testing Laboratories, Inc. for geotechnical engineering work in the amount not-to-exceed thirteen thousand three hundred seventy-six dollars and eighty-five cents(\$13,376.85).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
GENERAL TESTING LABORATORIES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and General Testing Laboratories, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 18970 Third Avenue NE, Poulsbo, Washington 98370 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the construction of the 36<sup>th</sup> Street/Point Fosdick Intersection Improvement Project and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated June 8, 2005 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirteen Thousand Three Hundred Seventy Six Dollars and Eighty-five Cents (\$13,376.85) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A and B, Estimate and Fee Schedule** and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B** The Consultant shall not bill for Consultant's staff not identified or listed in

**Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by December 31, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

A. Termination of Agreement. The City may terminate this Agreement, for public convenience, the Consultant's default, the Consultant's insolvency or bankruptcy, or the Consultant's assignment for the benefit of creditors, at any time prior to completion of the work described in **Exhibit A**. If delivered to consultant in person, termination shall be



effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services and Estimate and Fee Schedule referenced as **Exhibit A and B** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## VII. Indemnification

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, injuries, damages, losses or suits, including all legal costs and attorneys' fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the City. The City's inspection or acceptance of any of the Consultant's work when completed shall not be grounds to avoid any of these covenants of indemnification.

Should a court of competent jurisdiction determine that this Agreement is subject to RCW 4.24.115, then, in the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Consultant and the City, its officers, officials, employees, agents and volunteers, the Consultant's liability hereunder shall be only to the extent of the Consultant's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONSULTANT'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER. THE CONSULTANT'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

### VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
2. Commercial General Liability insurance no less than \$1,000,000 per occurrence with a \$2,000,000 aggregate. Coverage shall include, but is not limited to, contractual liability, products and completed operations, property damage, and employers liability, and
3. Professional Liability insurance with no less than \$1,000,000. All policies and coverage's shall be on a claims made basis.

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

D. The City of Gig Harbor shall be named as an additional insured on the Consultant's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City reserves the right to receive a certified and complete copy of all of the Consultant's insurance policies.

E. Under this agreement, the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## **XVI. Written Notice**

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

CONSULTANT  
Ray Melton  
General Testing Laboratories, Inc.  
18970 Third Avenue NE  
Poulsbo, Washington 98370  
(360) 779-9196

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

## **XVII. Assignment**

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

## **XVIII. Modification**

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

## **XIX. Entire Agreement**

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

document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CONSULTANT

By:

*John R. Hart Pres*  
Its Principal

CITY OF GIG HARBOR

By:

\_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
Ray Melton  
General Laboratories Testing, Inc.  
18970 Third Avenue NE  
Poulsbo, Washington 98370  
(360) 779-9196

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

ATTEST:

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

STATE OF WASHINGTON        )  
   ) ss.  
 COUNTY OF \_\_\_\_\_ )

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

**GENERAL TESTING LABORATORIES, INC.**  
**18970 Third Avenue NE P.O. Box 1586**  
**Poulsbo, Washington 98370**  
**(360) 779-9196 Toll Free (888) 898-8378 Fax (360) 779-4320**

---

**Exhibit A**

**Scope of Services**  
**June 8, 2005**

General Testing Laboratories, Inc., (GTL) respectfully submits this proposal in order to provide materials testing and construction inspection services during the construction of "36<sup>th</sup> Street, Pt. Fosdick Intersection Improvement, Project #CSP-0029". Our services will include, but not be limited to, the following:

- Reinforced concrete and unreinforced concrete
- Density testing trench backfill, CSBC, CSTC, and HMA
- Lab work

Services for this project will be provided by GTL, from our Poulsbo, Washington office, on an as-needed basis. Our field personnel will provide results following the completion of field sampling and testing and will submit written daily reports prior to leaving the site. All field and laboratory reports will be reviewed by our project supervisor and distributed as directed. This scope of work will not exceed \$13,376.85 based upon the attached inspection and testing schedule. City to receive weekly copies of hours worked on project. Any failing test results or material acceptance testing are not calculated in this estimate.

Prepared and approved by: Ray Melton,  
Field Operations Manager

**Exhibit B**  
**Page One**  
**Estimate and Fee Schedule**  
**36<sup>th</sup> Street, Pt. Fosdick Intersection Improvement, Project #CSP-0029**

**Soils and Compaction Testing****Gravel Borrow, CSBC, CSTC and Trench Backfill**

16 visits at 5 hours each at \$45.00/hour	3600.00
16 Nuclear Gauge rental at \$60.00/day	960.00
16 trips at 90 miles r/t at \$.405/mile	<u>583.20</u>
<b>Total</b>	<b>5143.20</b>

**Concrete – Slump, Air Content, Temperature and Casting 4"x8" Cylinders**

10 visits at 6 hours each at \$45.00/hour	2700.00
Cylinder pick-up at 2 hours each – 7 visits at \$45.00/hour	630.00
4 – 4"x 8" cylinders cast – 10 visits – 40 total cylinders at \$18.00/each	720.00
17 visits at 90 miles r/t at \$.405/mile	<u>619.65</u>
<b>Total</b>	<b>4669.65</b>

**HMA**

2 visits at 8 hours each at \$60.00/hour	960.00
2 visits at 90 miles r/t at \$.405/mile	<u>72.90</u>
<b>Total</b>	<b>1032.90</b>

**Lab Work**

Gravel Borrow	Gradation/Proctor	235.00
CSBC	Gradation/Proctor	235.00
CSTC	Gradation/Proctor	235.00
Native	Proctor	150.00
A/C Rice Value (2)		130.00
A/C Extraction/Gradation/Oil Content (2)		<u>330.00</u>
<b>Total</b>		<b>1315.00</b>

**Miscellaneous**

Contingencies – 10% Consult Service	1216.10
-------------------------------------	---------

**TOTAL ESTIMATE – ALL SECTIONS** **\$13,376.85**

**Exhibit B  
Page Two**

**Basis of Charges if overtime work is necessary or required**

Overtime (over 8 hours/day and/or beyond normal working hours)	Time and one-half
Saturday Rate	Time and one-half
Sunday Rate	Double Time
Travel Time (7:30am – 4:30pm)	Regular Tech Rate

We have a two-hour minimum charge for all site visits. You must schedule by 3:00PM the day prior to the requested site visit. Tests or services not mentioned above will be charged at our then current rates.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: KRISTIN RIEBLI**  
**ASSOCIATE PLANNER** *KR*  
**SUBJECT: APPROVAL OF THE KITSAP PENINSULA AND ISLANDS (WRIA 15)**  
**REVISED WATERSHED MANAGEMENT PLAN**  
**DATE: JUNE 8, 2005**

**INFORMATION/BACKGROUND**

Attached for the Council's consideration is the Kitsap Peninsula and Islands Revised Draft Watershed Management Plan. Staff is requesting that you authorize staff to vote for approval of the watershed management plan at the next meeting of the WRIA 15 planning unit on June 16, 2005.

There are a number of voting options available to the City. The City has the option of voting separately on each recommendation or simply casting one vote for or against the plan as a whole. Additionally the ground rules for the WRIA 15 planning process specify seven levels of approval or disapproval the City can choose from when voting. These range from endorsement (I like it) to blocking the plan (I veto this proposal). The middle option is to abstain from voting.

Staff advises that the City simply vote on the plan as a whole. The plan has been reviewed by both Planning staff and Operations and Engineering staff and no significant concerns have been raised on any specific recommendations. The plan does not address the implementation of the plan or what portion of the future costs associated with implementation may be the City's responsibility. It is expected that the role of Gig Harbor in implementation would be limited as we are a relatively small City and even smaller water purveyor. Approval of the plan itself does not create any obligation on the City. If the plan is approved by the Planning Unit on June 16, 2005, the Counties would move forward with formal adoption of the plan and then the next phase would be implementation where the issues of funding and roles would be discussed and addressed.

**RECOMMENDATION**

I recommend that the council authorize staff to vote for approval of the Kitsap Peninsula and Islands Revised Draft Watershed Management Plan.

WRIA 15 Consensus Voting Options*						
Endorse	Endorse with a minor point of contention	Agree with reservations	Abstain	Stand aside	Formal Disagreement	Block
"I like it"	"Basically, I like it"	"I can live with it"	"I have no opinion"	"I don't like this but I don't want to hold up the group"	"I want my disagreement noted in writing"	"I veto this proposal"

\* taken from "Kitsap Water Resource Inventory Area (WRIA 15) GROUND RULES of the Expanded Initiating Governments & Planning Unit" as revised in July 2003

1                   **Kitsap Peninsula and Islands (WRIA 15)**  
2                   **Revised Draft Watershed Management Plan**  
3                   **May 5, 2005**

4  
5                   **Executive Summary**

6                   This plan addresses the water resource issues and recommendations agreed upon by the WRIA 15  
7                   Planning Unit in the spring of 2005. This plan resulted from five years of technical investigations  
8                   and planning. The planning process produced a significant body of technical work that has greatly  
9                   improved the water resources information base for the Kitsap Peninsula and Islands. Investigations  
10                  conducted during the planning process include reports on water quantity and quality, stormwater  
11                  management, water reuse and water storage, and the interaction of ground and surface water in  
12                  supporting stream flows.

13  
14                  The brevity and simplicity of this plan are intentional, as the Planning Unit designed this revised  
15                  plan to be acceptable to a widely diverse range of interests. For more information on the planning  
16                  process and documents produced during its course, please refer to the documents mentioned below  
17                  and in Appendix C.

18  
19                  The sections of this plan are as follows:

20                         *Preamble*

21	<b><u>Disclaimers, Limitations, and Qualifiers</u></b>	<b>Page 1</b>
22	<b><u>Introduction</u></b>	<b>Page 3</b>
23	<b><u>Legislatively Required Elements</u></b>	<b>Page 3</b>
24	<b><u>State Environmental Policy Act Compliance</u></b>	<b>Page 3</b>

25                         *Issues & Recommendations*

26	1. <b><u>Monitoring</u></b>	<b>Page 6</b>
27	2. <b><u>Public Education &amp; Involvement</u></b>	<b>Page 8</b>
28	3. <b><u>Conservation &amp; Efficiencies</u></b>	<b>Page 9</b>
29	4. <b><u>Rainwater Harvesting</u></b>	<b>Page 10</b>
30	5. <b><u>Water Reuse</u></b>	<b>Page 11</b>
31	6. <b><u>Stormwater Management</u></b>	<b>Page 12</b>
32	7. <b><u>Water Quality</u></b>	<b>Page 13</b>
33	8. <b><u>Incentive-Based Approaches</u></b>	<b>Page 14</b>
34	9. <b><u>Hood Canal</u></b>	<b>Page 15</b>

35                         *Implementation & Administration*

36	<b><u>Plan Implementation</u></b>	<b>Page 16</b>
37	<b><u>Sub-Area Plans</u></b>	<b>Page 17</b>
38	<b><u>List of Appendices</u></b>	<b>Page 17</b>

## 1 **Disclaimers, Limitations, and Qualifiers**

2 This document is the only component of the WRIA 15 planning process that has been approved by  
3 the Planning Unit for formal consideration by the participating counties as outlined in the  
4 Watershed Management Act (RCW 90.82). The document entitled "WRIA 15 Unapproved Draft  
5 Watershed Plan," the numerous technical documents, and other products of this planning process  
6 have not been approved. No aspect of the planning effort other than this document should be  
7 interpreted or used as an approved component of the Plan. The remaining documents are additional  
8 informational resources that provide a record of the planning process and what the Planning Unit  
9 considered. Individual parties to this plan, as well as other entities in the WRIA are not precluded  
10 from pursuing action on non-agreed upon items or other water resource related actions, in  
11 accordance with applicable laws and regulations.

12  
13 This Plan, developed under provisions of the Watershed Management Act (Chapter 90.82 RCW),  
14 only addresses State-issued water rights and does not address Federal- or Tribal-based water rights  
15 except to acknowledge that they have not been quantified and in most cases they are likely to be  
16 senior to specific state water rights.

17  
18 This Plan discusses only those elements that were nominated for the consensus of the Planning  
19 Unit; it does not comprehensively cover all water resource issues in WRIA 15. It contains some  
20 general strategies to develop new water supplies to help existing supplies go farther, and assist the  
21 health of water resources in the WRIA. The information and recommendations contained in this  
22 Plan represent the best set of recommended actions to improve water resource management that the  
23 Planning Unit could come to agreement on under time and budget limitations and complexity of the  
24 issues. When implementing these recommendations, other preferred methods of addressing  
25 particular water resource issues may become apparent. The Planning Unit expects this Plan to be  
26 implemented using the concept of adaptive management.

27  
28 Nothing in this Plan shall be construed by the State as providing grounds for issuing water rights  
29 under provisions related to "overriding consideration of the public interest," nor may this Plan be  
30 used to determine what constitutes "detrimental to the public welfare" in processing water right  
31 applications.

32  
33 **The adoption of this Plan does not create any specific legal or programmatic obligation on the**  
34 **part of any entity, unless clearly stated in the recommendations.** The Planning Unit recognizes  
35 the implementation of the Watershed Plan is subject to budgetary constraints and acknowledges that  
36 no entity is obligated to implement a prescribed action in this Plan unless adequate authority and  
37 funding is available to do so.

38  
39 The appendix entitled "Unresolved Issues" is included to document various perspectives on certain  
40 issues. This Plan does not support or endorse any particular perspective, but only acknowledges  
41 that these differences exist. These are important water resource issues that will need to be  
42 addressed; however, statements on them are not meant to be adopted or approved at this time.



# 1 Introduction

2 This WRIA Plan:

- 3 • Recognizes that changes to the hydrogeologic system are usually quite subtle and that  
4 monitoring such elements as groundwater levels and stream flows over extended periods of  
5 time is needed to evaluate trends. To that end, the Plan recommends a WRIA-wide  
6 monitoring program be established.
- 7 • Suggests that public education is a key component to successful water resource management  
8 in the WRIA.
- 9 • Emphasizes the importance of conserving water resources to provide better options in  
10 managing available water resources.
- 11 • Recognizes the benefits water reuse projects could offer the WRIA in the not-so-distant  
12 future.
- 13 • Emphasizes enhanced stormwater management, given the importance recharge has to the  
14 aquifers in the WRIA (the dominant source of drinking water to WRIA residents).

15  
16 Throughout the five year planning process to develop this Watershed Management Plan, the  
17 Planning Unit considered the option of sub-area plans to address unique circumstances in certain  
18 locations. At the time of Planning Unit consideration of this document, only two such sub-area  
19 plans are being developed, for Vashon-Maury Island and Bainbridge Island.

20  
21 Sub-area committees or other interested parties are involved or may become involved in developing  
22 sub-area plans or specific water resource projects to address unique issues in the sub-area. It will be  
23 the responsibility of the individual or partner agencies that developed the sub-area plans or projects  
24 to implement them.

25  
26 Implementers of the sub-area plans or water resource projects may submit requests for financial  
27 support and/or letters of support for implementing actions to the Watershed Implementation Group  
28 (WIG). The WIG will prioritize request for Phase 4 funding of sub-area projects along with WRIA-  
29 wide funding requests.

30  
31 The WRIA 15 Planning Unit worked from 2000 to late 2004 compiling existing water resources  
32 information, commissioning and considering technical studies, and developing recommended  
33 actions to address water resource issues of concern. As the Planning Unit considered early drafts of  
34 the WRIA 15 Watershed Plan, areas of agreement and disagreement were identified. This Plan  
35 addresses only those elements that were nominated for full concurrence of the Planning Unit. It is  
36 these elements that will be the focus of implementation efforts.

37  
38 The recommendations and issues the Planning Unit considered in this process that did not receive  
39 the full consensus of the Planning Unit are presented as background information in a detailed  
40 supplemental document entitled "WRIA 15 Unapproved Draft Watershed Plan" and supporting  
41 documents listed in Appendix C.

42  
43 This Plan contains succinct sections for each element that was nominated for Planning Unit  
44 consensus. Each section contains brief background information and recommended actions.

45  
46 A section describing unresolved issues is included in the appendices to document the numerous  
47 very difficult issues the Planning Unit considered while developing this Plan, and the multiple

1 interests and preferences for addressing these issues held by different Planning Unit members.  
2 These important issues will require future dialogue to resolve.

3  
4 WRIA 15 is faced with several challenges that must be addressed to solve existing water resource  
5 management problems, most notably:

- 6 • Water rights administration (e.g. lack of knowledge as to which rights are valid,  
7 unacceptably long wait times for water right applications to be processed);
- 8 • Need for a more comprehensive, coordinated water resources monitoring program(s);
- 9 • Instream flow needs for fish are largely unknown; and
- 10 • Population growth and associated issues such as stormwater management and meeting  
11 new water demands.

### 14 **Legislatively Required Elements**

15 The legislatively required elements of the WRIA 15 Watershed Plan related to Water Quantity,  
16 Water Quality, Instream Flows and Habitat are found throughout the various reports and  
17 investigations developed in the planning process. The elements are described in Appendix A along  
18 with references to the appropriate location in other planning reports.

### 20 **State Environmental Policy Act Compliance**

21 In July 2003, the Department of Ecology published a Final Environmental Impact Statement (EIS)  
22 for Watershed Planning under Chapter 90.82 RCW. In accordance with the State Environmental  
23 Policy Act (SEPA) rules, the Statewide Watershed Planning EIS provides Planning Units with four  
24 options for SEPA compliance:

- 25 • Adoption of the Programmatic Watershed Planning EIS and Determination of Significance  
26 (DS). This is an option if the Statewide Watershed Planning EIS adequately addresses all  
27 probable adverse impacts.
- 28 • Adoption, DS and Addendum. Adopt statewide watershed planning EIS with an addendum  
29 that provides local decision makers with additional local information such as land cover,  
30 environmental, etc.
- 31 • Adoption and Supplemental EIS. If the Watershed Planning EIS addresses some but not all  
32 of the probable significant adverse environmental impacts, a supplemental EIS will be  
33 prepared to address statewide EIS issues not covered.
- 34 • Adoption and Determination of Non-Significance (DNS). A DNS could be adopted if it is  
35 determined that there are no probable significant adverse impacts associated with the  
36 recommended actions contained in the Watershed Plan.

37  
38 Recommended actions in the Kitsap Peninsula and Islands Watershed Management Plan are  
39 consistent with alternatives in the Watershed Planning EIS that require neither supplemental  
40 information for SEPA compliance nor enumerations of "alternatives" and potential impacts (i.e.  
41 action versus no action) in the standard SEPA format. In addition, the following qualifications also  
42 apply to the use of the Watershed Planning EIS and SEPA compliance for watershed planning:

- 43 • Recommended actions for studies typically do not have the potential to cause an "adverse  
44 environmental impact" and will not trigger a determination of significance.

- 1     ▪ Recommended actions for convening interest/stakeholder groups or educating watershed  
2 residents do not have an “adverse environmental impact” and will not trigger a  
3 determination of significance.
- 4     ▪ Recommended actions that involve review or revision of existing ordinances, policies or  
5 programs (such as Comprehensive Plans) will undergo the SEPA review process during  
6 adoption of the revised ordinance, policy or program.

7  
8 The majority of the alternatives in the Watershed Planning EIS address modifications to ordinances,  
9 plans and policies. Impacts and mitigation measures associated with these types of recommended  
10 actions have been addressed adequately for the level of environmental review required for the  
11 watershed planning process. Additionally, such actions may undergo individual environmental  
12 review at the time that each of the revisions is actually proposed.

13  
14 If the SEPA lead agency does determine that the actions ultimately recommended will not result in  
15 probable significant adverse environmental impacts, further environmental review of such actions  
16 under SEPA is not required.

17  
18 Kitsap County is the SEPA lead agency for the watershed management planning process. Kitsap  
19 County has opted to adopt the Watershed Planning EIS and to issue a determination of non-  
20 significance (DNS) for the Kitsap Peninsula and Islands Watershed Management Plan.

## 1 **1. Monitoring**

2 Numerous entities have collected or currently collect data on water resources in WRIA 15,  
3 including drilling contractors, US Geological Survey, tribes, WA Department of Health, WA  
4 Department of Ecology, water purveyors, counties, citizen groups, US Natural Resources  
5 Conservation Service, US EPA, and the National Oceanographic and Atmospheric Administration.  
6 While each of these efforts is important, the information is of limited utility for regional water  
7 resources management since it is scattered across many agencies, is in various formats, and is of  
8 unknown data quality.

9  
10 The WRIA 15 Planning Unit recognizes that existing data collection programs do not fully  
11 encompass the hydrologic cycle. The wide variation in estimates of aquifer recharge for this  
12 planning effort shows the need for monitoring, modeling, and analysis of recharge rates and  
13 mechanics, including groundwater system flows, at a sub-basin scale. Another area where more  
14 data would be useful is in gauging stream flows. Coordination of existing data and efforts will  
15 allow identification of data gaps and development of a comprehensive program.

16  
17 Effective water resources management requires a comprehensive monitoring program including:

- 18 ■ Data collection on:
  - 19 • Stream flows,
  - 20 • Precipitation,
  - 21 • Groundwater levels,
  - 22 • Water production quantities,
  - 23 • Water quality sampling results,
  - 24 • Surface soil types
  - 25 • Land cover, and
  - 26 • Parameters related to evapotranspiration;
- 27 ■ Analysis to evaluate:
  - 28 • The relation between surface water and ground water,
  - 29 • Runoff quantities,
  - 30 • Recharge rates,
  - 31 • Ground water level long-term trends,
  - 32 • Stream flow needs,
  - 33 • Land cover changes, and
  - 34 • Water quality trends.

35 Since changes in the hydrogeologic system are usually quite subtle, extended periods of monitoring are  
36 generally required to evaluate trends. This long-term monitoring by local jurisdictions can be augmented  
37 by data collected by citizens, nonprofit groups, etc.

38 The Planning Unit identified the following set of specific recommendations for water resources  
39 monitoring in WRIA 15:

## Recommendations: Monitoring

Recommended Action	Priority	Potential Lead Agencies
<p>1. Coordinate and enhance existing monitoring efforts to establish a local, <b>comprehensive monitoring program</b>. The program should enable water balance evaluations at a small scale (e.g. for each subarea) and encompass the hydrologic cycle and water quality including:</p> <ul style="list-style-type: none"> <li>▪ Water balance estimates at the sub-basin scale;</li> <li>▪ Stream flows and related parameters needed for streamflow and habitat modeling;</li> <li>▪ Characterization of runoff;</li> <li>▪ Hydraulic continuity;</li> <li>▪ Aquifer/groundwater levels;</li> <li>▪ Aquifer/groundwater recharge areas;</li> <li>▪ Precipitation;</li> <li>▪ Water production;</li> <li>▪ Parameters related to evapotranspiration;</li> <li>▪ Surface soil types;</li> <li>▪ Land cover;</li> <li>▪ Groundwater water quality;</li> <li>▪ Saline intrusion;</li> <li>▪ Fate of effluent (quality and quantity) exiting on-site sewage systems;</li> <li>▪ Potential impacts of stormwater on streams;</li> <li>▪ Nitrate and phosphate levels; and</li> <li>▪ Surface water quality: fecal coliform and conventional water quality parameters.</li> </ul>	Very High	Ecology, Counties, cities, water purveyors, tribes.
<p>2. Establish a regional mapping, modeling and monitoring <b>clearinghouse</b> for water resource related information in WRIA 15.</p>	High	State, counties, cities, water purveyors, tribes, Health Districts
<p>3. <b>Analyze and improve information on stream flows</b>, e.g.:</p> <ul style="list-style-type: none"> <li>▪ Prioritize streams for modeling/monitoring</li> <li>▪ Implement coordinated monitoring/modeling program with consistent data protocols</li> <li>▪ Use appropriate instream flow methodologies to identify flows needed to support desired numbers of fish<sup>1</sup></li> <li>▪ Develop methods to restore flows to support desired numbers of fish</li> <li>▪ Characterize current stream flows, the natural flow regime, and expected impacts on those flows of alternative water and land use development scenarios.</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts
<p>4. <b>Improve the existing well log process</b> by:</p> <ul style="list-style-type: none"> <li>▪ Correcting errors in existing information</li> <li>▪ Entering well log information into a common database (building on existing efforts),</li> <li>▪ Adding a well site vicinity map,</li> <li>▪ Employing more accurate determination of well elevation,</li> <li>▪ Improving the accuracy and consistency in recording geologic logs, and</li> <li>▪ Requiring a better description of the wellhead including original ground level and casing stick-up</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts
<p>5. <b>Improve the geologic knowledge base</b> of WRIA 15 water resources by:</p> <ul style="list-style-type: none"> <li>▪ Supporting efforts to update geologic maps of WRIA 15 (e.g., USGS and UW).</li> <li>▪ Upgrading soil surveys, perhaps utilizing well logs and septic percolation test logs.</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts

<sup>1</sup> To be defined

1 **2. Public Education/Involvement**

2 Individual behavior choices have a significant cumulative impact on WRIA 15 water resources. Citizen  
 3 awareness of key water resource issues will help support sustainable management of these resources into  
 4 the future. Counties, purveyors, watershed councils and other entities in WRIA 15 have existing outreach  
 5 and education programs related to water but existing efforts would benefit from consistent messages,  
 6 coordination, and ongoing funding.

7  
 8 Interviews conducted with local residents active in watershed planning in early 2003 revealed additional  
 9 work is needed to raise awareness of water resource issues and watershed planning.

10  
 11 With this in mind, the Planning Unit adopts the following recommendations related to public education  
 12 on water issues:

13  
**Recommendations: Public Education**

Recommended Action	Priority	Potential Lead Agencies
6. Identify, pursue and develop state or local funding sources for, and implement, <b>new or ongoing regional watershed outreach and education programs</b> focused on behavioral change. Specifically, consider: <ul style="list-style-type: none"> <li>▪ Creating a coordinated message and format for public information provided through various media (Internet, newspapers, displays, presentations);</li> <li>▪ Providing staff to make presentations with locally specific information to existing organizations and at community fairs/festivals; and</li> <li>▪ Providing staff to support school programs such as "I am Clark's Creek."</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts
7. The following audiences and topics should be considered when implementing water resource education efforts: <ul style="list-style-type: none"> <li>▪ All residents: water conservation including gray water reuse; potential impacts of household hazardous materials on groundwater (including proper use and disposal of fertilizers and pesticides, provide information at point of sale if possible).</li> <li>▪ Homeowners: Low Impact Development principles and practices such as rain barrel use (coupled with offering rain barrels at discount prices and encouraging hardware stores to stock them), rain gardens, and surface and storm water management practices.</li> <li>▪ Property owners who own an on-site septic system: operation (including impacts of pharmaceuticals and household hazardous materials) and maintenance of on-site septic systems.</li> <li>▪ Domestic well owners: wellhead protection, well decommissioning and water conservation.</li> <li>▪ Builders, developers, planners, landscapers and the public involved with building/remodeling: Low Impact Development and retention of native soils and vegetation.</li> <li>▪ School districts: water conservation (including capture/reuse of athletic field irrigation water).</li> <li>▪ Groundskeepers and landscape managers: water conservation and Low Impact Development principles and practices.</li> <li>▪ Residents in the vicinity of proposed reuse projects: use of reclaimed water for non-drinking water purposes.</li> <li>▪ School children: basic water resources education.</li> <li>▪ Businesses that handle moderate risk waste: potential impacts of moderate risk waste to groundwater.</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts

### 3. Conservation & Efficiencies

Conservation generally refers to using less water on an individual, household or business level compared to past usage rates. Efficiencies encompass a range of techniques water purveyors might employ to avoid loss of water or use less water for public system needs, and applicable techniques for individual water users (exempt wells).

The Planning Unit encourages all water users to be mindful of how much water they are using and to conserve water wherever and whenever possible. Conservation saves citizens money. It also helps reduce the rate of growth of water demand and eases the corresponding pressure to obtain new water rights.

For water purveyors, basic conservation measures are generally very cost effective in comparison to the expense of developing new water sources. Conservation efforts can range from: relatively simple activities targeted at water users such as developing and distributing water conservation kits; to leak detection and repair projects conducted by public water systems that can save large quantities of water at a range of costs; to very expensive programs that involve replacement of plumbing and appliances with more efficient models.

Residents of WRIA 15 appear to be receptive to the conservation message. In the summer of 2001, in response to outreach during a drought, Bremerton customers voluntarily reduced water use by 18% and thereby averted mandatory water restrictions.

Since conservation measures generally have less of an impact on the environment than tapping new water sources, the Planning Unit recommends using conservation to help reduce the rate of growing water demand, make existing water supplies go farther, and ease the pressure for and cost of developing new sources.

#### Recommendations: Conservation & Efficiencies

Recommended Action	Priority	Potential Lead Agencies
<p>8. Encourage and foster conservation and efficiency using the following tools:</p> <ul style="list-style-type: none"> <li>▪ Increasing awareness of water usage through billing messages and graphs;</li> <li>▪ Implementing tiered rates or other rate structure incentives;</li> <li>▪ Metering;</li> <li>▪ Coordination:               <ul style="list-style-type: none"> <li>• Drought response conservation measures among expanding Group A water purveyors;</li> <li>• Joint conservation efforts among counties;</li> <li>• Sharing of resources among purveyors;</li> </ul> </li> <li>▪ Cost-effective investments in long-term conservation;</li> <li>▪ Development of a comprehensive model water conservation program;</li> <li>▪ Providing basic conservation kits including free water-saving devices and literature to households;</li> <li>▪ Gathering data and identifying older homes that would benefit from "low-flow" fixture retrofits;</li> <li>▪ Identification and utilization of new or locally unused conservation technologies.</li> </ul>	High	Counties, cities, WaterPAK, water purveyors, tribes
9. Large and small water systems implement efficiency and conservation measures.	High	Purveyors

#### 4. Rainwater Harvesting

Usufructuary rights (the right to use and enjoy the profits and advantages of something belonging to another as long as the property is not damaged or altered in any way) are a fundamental corner stone in water rights law. These provide for a common right of people to resources required for basic needs such as water. Every homeowner should have the right to insure a supply of the basic water quantities to sustain his/her life and preserve his/her own well-being. Given the potential for drought or other water supply interruptions, aquifer over drafting or seawater intrusion, this insurance can be enhanced by using a water harvesting strategy.

Well thought out water harvesting strategies can enhance existing water supplies without jeopardizing instream flows. In the case of any drought that lowers stream flows below regulatory flow levels, to preserve fisheries the state is obliged under law to curtail surface water rights junior to the priority date of the regulatory instream flow level and require mitigation for impairment caused by new groundwater rights if they are in hydraulic continuity with the affected streams. Water harvesting has the potential to assist greatly in such situations.

Water can be harvested in and around a home from its impermeable surfaces (e.g., roof, side walks, and driveways) by homeowners and developers channeling water to cisterns from which it can be used for both potable and non-potable uses. The collected water could be diverted to the hydrologic system either directly or after it serves a water supply function. This form of water harvesting is practiced in Europe, Asia, the Near East, Hawaii (60,000 people using ~25,000 cisterns), parts of Alaska, and several southwestern states. Also, the nearby city of Vancouver, British Columbia is allowing developers to install Water Harvesting catchments to off set water losses and cut back on runoff.

#### Recommendations: Rainwater Harvesting

Recommended Action	Priority	Potential Lead Agencies
10. Eliminate regulatory disincentives for small-scale rainwater harvesting.	High	State



## 5. Water Reuse

Water reuse is defined by Washington State as “use of reclaimed water, in compliance with Washington Department of Health and Ecology regulations, for a direct beneficial use.” Reclaimed water is effluent from a wastewater treatment system that is adequately treated for a direct beneficial use.

On average, the 10 largest publicly operated wastewater treatment plants in WRIA 15 currently dispose of a total of about 8 million gallons per day (12 cubic feet per second (cfs), or 9,000 AF/yr) of treated water into the Sound, equivalent to about one-fifth of the WRIA’s estimated water use, which is approximately 42,000 AF/yr. If that water were reclaimed and beneficially reintroduced to the hydrologic cycle, it would be enough water (on average) to increase base flows in 10 streams by more than 1 cfs. These treatment plants have the capacity to produce enough reclaimed water to provide a valuable resource to help maintain aquifer levels and improve stream flows, and directly or indirectly contribute some of the additional potable water that will be needed for new demands.

The most significant barriers to recycling wastewater are the cost of infrastructure and additional treatment, as well as public perception. Elected officials in WRIA 15 have expressed support for public education about reclaimed water.

The State has allocated funding to initiate a pilot project in WRIA 15 to explore the feasibility of water reuse. The WRIA 15 Planning Unit supported three projects that received state funding:

- Central Kitsap Treatment Plant: would send treated water into Steele Creek for stream flows and aquifer recharge;
- Karcher Creek Sewer District and Annapolis Water District: use reclaimed water for beneficial use; and
- City of Bremerton: to develop sources for reclaimed water and use existing “purple” pipe to transport the water.

At a March 1, 2005 gathering, elected officials from WRIA 15 expressed strong support for pursuing water reuse projects in the very near future.

Recommendations: Water Reuse		
Recommended Action	Priority	Potential Lead Agencies
11. Support regional water reuse (a.k.a. reclaimed water) projects and/or team up to develop a long-term comprehensive <b>water reuse program</b> including: <ul style="list-style-type: none"> <li>▪ Identify funding sources and application for grants to support building reclaimed water facilities;</li> <li>▪ Implement a reuse and recharge pilot project at one of the treatment plants recommended in the watershed planning storage report;</li> <li>▪ Investigate aquifer storage and recovery opportunities;</li> <li>▪ Discuss who controls reclaimed water;</li> <li>▪ Identify end uses for reclaimed water (e.g. irrigation of golf courses);</li> <li>▪ Conduct public outreach to encourage acceptance of reclaimed water;</li> <li>▪ Conduct site-specific planning.</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts, and wastewater utilities
12. <b>Modify laws/rules to encourage safe water reuse</b> including technical support and incentives.	High	Ecology, legislature
13. Coordinate the supply and demand of reused water: <ul style="list-style-type: none"> <li>▪ <b>New treatment plants</b> should be designed with reuse as an integral component.</li> <li>▪ Public capital funding should be encouraged for the distribution infrastructure (for stream flow augmentation and domestic use) to supply identified end users.</li> </ul>	Medium	State, counties, cities, water purveyors, tribes, Health Districts, and wastewater utilities
14. Develop gray water use recommendations for practical application in appropriate circumstances and locations. Modify laws and create incentives for appropriate <b>gray water use</b> . Educate the public on this issue.	Medium	Ecology, Dept of Health, legislature, cities, Health Districts, and counties

1 **6. Stormwater Management**

2 Precipitation that does not evaporate or infiltrate into the ground ends up as stormwater runoff (to  
 3 streams, lakes, wetlands, marine waters, and facilities). Land use factors such as increased impervious  
 4 surface area can lead to less recharge and more water being diverted to runoff. High volumes of  
 5 stormwater runoff can damage property, scour streambeds, destroy salmon habitat, and increase  
 6 sediment and pollution.

7  
 8 Stormwater runoff currently represents a significant volume of water in WRIA 15 (Golder's refined  
 9 water balance estimates that 37% of precipitation runs off as stormwater including water moving  
 10 laterally in the upper layer of soil, or interflow (17% of precipitation); the 1997 Kitsap *Initial Basin*  
 11 *Assessment* estimated 20% runoff not including interflow). This water is not available to support  
 12 stream base flows or recharge the groundwater system; however, with better stormwater  
 13 management, much of the precipitation that currently runs off into marine waters or streams (during  
 14 high flow season, when it is not needed) could be infiltrated or put to some other beneficial purpose.  
 15 Better stormwater management presents opportunities for water resource managers to increase the  
 16 quality and quantity of water available for both people and fish.

17  
 18 The Planning Unit considers stormwater management a high priority issue. The group  
 19 commissioned a study for this planning effort that considered the possibility of capturing  
 20 stormwater for groundwater recharge at certain sites in WRIA 15 (*Technical Memorandum – WRIA*  
 21 *15 Stormwater Study, August 19, 2004*). This document is summarized in "WRIA 15 Unapproved  
 22 Draft Watershed Plan" and is available from Kitsap, Mason and Pierce Counties.

23  
 24 Specific recommendations for stormwater management are below:

<b>Recommendations: Stormwater Management</b>		
<b>Recommended Action</b>	<b>Priority</b>	<b>Potential Lead Agencies</b>
15. <b>Avoid increasing stormwater flows</b> where feasible.	High	Cities, Counties
16. <b>Enhance stormwater recharge</b> and retention via following actions: <ul style="list-style-type: none"> <li>▪ Encourage site-scale Low Impact Development practices when permitting future development, paying special attention to amending topsoils (using BMPs such as "Soil Depth and Quality BMP T.5.13" in the 2005 Dept of Ecology's <i>Western Washington Stormwater Manual</i>) and implementing other Low Impact Development principles and practices.</li> <li>▪ Adopt stormwater standards that provide an equivalent amount of recharge and water quality treatment as Ecology's applicable stormwater manual;</li> <li>▪ Develop model ordinances, education programs, and incentives for consideration by local jurisdictions to support wetland mitigation banking and/or consider creating a wetland bank and transfer of development rights program (to benefit, among other things, aquifer recharge, water harvesting and storage, and water resource-related wildlife habitat);</li> <li>▪ Consider implementing Low Impact Development practices through stormwater ordinances, critical aquifer recharge areas ordinances and/or clearing &amp; grading ordinances, and/or by education and incentive programs.</li> <li>▪ Avoid/minimize degradation of critical aquifer recharge areas when making area-wide land use decisions (e.g. UGA expansions).</li> <li>▪ Lead by example by implementing Low Impact Development techniques for county/city sponsored construction projects (e.g. buildings, roads).</li> <li>▪ Examine ways of providing incentives for property owners to reduce impervious surface on their land and retain native soils and vegetation.</li> </ul>	Very High	State, counties, cities
17. For large scale development projects and/or UGA expansion, <b>develop stormwater management master plans</b> based upon geologic/hydrogeologic assessment of the area early in the planning process so that aquifer recharge issues can be addressed.	High	Local jurisdictions

## 7. Water Quality

Maintaining good water quality is important to the Kitsap Peninsula and Islands for the long-term protection of drinking water, for recreational and commercial (e.g., shellfish) use, and for the maintenance of fish habitat. Declining water quality can threaten drinking water, swimming, fish, shellfish, wetlands and riparian zones, and aquatic/wildlife habitat. The water quality in WRIA 15 is generally good, though there are several surface water bodies on the 303(d) list, as well as localized threats to groundwater from seawater intrusion and elevated nitrates.

The Planning Unit identified three general approaches to protecting water quality in WRIA 15, with specific recommendations associated with each. These are listed in the table below:

Recommendations: Water Quality		
Recommended Action	Priority	Potential Lead Agencies
18. Implement source water protection programs, e.g. wellhead protection programs or Critical Areas Ordinances.	High	State, counties, cities, water purveyors, tribes, Health Districts
19. Safely manage hazardous materials by: <ul style="list-style-type: none"> <li>▪ Enforcing existing hazardous material laws and local ordinances,</li> <li>▪ Reviewing programs that manage small quantity hazardous waste;</li> <li>▪ Supporting Ecology's fertilizer and pesticide research, and</li> <li>▪ Taking advantage of existing education and technical assistance.</li> </ul>	High	State, counties, cities, water purveyors, tribes, Health Districts
20. Monitor and implement new technologies to minimize impacts of existing and proposed wastewater treatment outfalls upon marine resources.	High	Health Districts, Wastewater utilities, State, Federal Govt
21. Evaluate the effectiveness of local governments' water quality protection efforts.	High	State, counties, cities, water purveyors, tribes, Health Districts, Federal Govt
22. Minimize the adverse impacts of on-site sewage systems using the following tools as appropriate: <ul style="list-style-type: none"> <li>▪ Conducting sanitary surveys when problems are indicated;</li> <li>▪ Prioritizing corrective actions among areas with known problems;</li> <li>▪ Providing technical assistance and education programs to assist property owners with operation and maintenance of systems;</li> <li>▪ Providing grants and loans to low-income residents to correct on-site sewage system problems.</li> </ul>	High	State, Health districts
23. Monitor and manage groundwater to avoid seawater intrusion. If onset of seawater intrusion is detected, be prepared to take appropriate actions such as: <ul style="list-style-type: none"> <li>▪ Increasing monitoring and analysis to identify/confirm trends;</li> <li>▪ Providing information to property owners and realtors;</li> <li>▪ Reducing production from wells in the affected area via conservation, reuse, importing water (e.g. through interties) or relocating withdrawal points; and/or</li> <li>▪ Enacting ordinances that restrict new wells in aquifers affected by seawater intrusion.</li> </ul>	High	Counties, water purveyors

1 **8. Incentive-Based Approaches**

2 The Planning Unit believes that it is generally more effective to focus on the positive and reward  
 3 people for taking desirable actions rather than to focus on the negative and punish people for taking  
 4 undesirable actions. Therefore, the Planning Unit recommends expanding the use of incentives  
 5 where possible to encourage desirable behavior related to water resources.

6  
 7 Several recommendations in this Plan suggest the use of incentives, including:

- 8 • Encourage and foster conservation and efficiency using... tiered rates or other rate structure incentives;
- 9  
 10 • Develop model ordinances, education programs, and incentives for consideration by  
 11 local jurisdictions to support wetland mitigation banking and/or consider creating a  
 12 wetland bank and transfer of development rights program (to benefit, among other  
 13 things, aquifer recharge, water harvesting and storage, and water resource-related  
 14 wildlife habitat);
- 15 • Consider implementing Low Impact Development practices through incentives in  
 16 stormwater ordinances, critical aquifer recharge areas ordinances and/or clearing &  
 17 grading ordinances, and/or by education; and
- 18 • Examine ways of providing incentives for property owners to reduce impervious surface  
 19 on their land and retain native soils and vegetation.

20  
 21 Implementing these recommendations is, for the most part, within the existing authority of local  
 22 jurisdictions; however, some additional funding and legislation will be needed to fully develop and  
 23 implement these incentive programs.

24  
 25 Specific recommendations for the use of incentives include:

Recommendations: Incentive-Based Approaches		
Recommended Action	Priority	Potential Lead Agencies
24. Develop for consideration model ordinances, education programs, and incentives on <b>low water use landscaping</b> for new construction and commercial landscaping.	High	Cities, Counties, Purveyors
25. Consider <b>incentive-based protection strategies for key hydrologic areas</b> such as: <ul style="list-style-type: none"> <li>▪ Purchase of land outright or purchase of conservation easements;</li> <li>▪ Reduction of property taxes through the Public Benefit Rating Program or implementation of incentives that encourage Low Impact Development practices including retention of areas with natural vegetative cover;</li> <li>▪ Transfer of development rights;</li> <li>▪ Land trades; and</li> <li>▪ Trust water rights.</li> </ul>	High	Cities, Counties, State agencies, Legislature

26

## 9. Hood Canal

A particularly important water quality issue in WRIA 15 relates to low dissolved oxygen levels in Hood Canal (about 38% of WRIA 15 drains to Hood Canal; about 25% of the landmass draining into Hood Canal is within WRIA 15). Water testing in early 2004 revealed that dissolved oxygen in Hood Canal is at its lowest level since data began to be collected 50 years ago.

Many factors contribute to the low dissolved oxygen problem in Hood Canal. Some of these are naturally occurring, including: poor circulation and flushing of the Canal; the Canal's great length coupled with great depth in the middle, with a shallow north end and shallow, blocked south end; and the degree of stratification of the seawater (at depth) and freshwater (at the surface) that restricts vertical mixing. People also contribute to the problem by adding nitrogen to the Canal from fertilizers, human sewage, animal manure and decaying fish carcasses. This nitrogen fuels algae growth, which requires dissolved oxygen that would otherwise be used by fish.

The Planning Unit is partnering with planning units from adjacent water resource inventory areas to address water quality issues for Hood Canal, and recommends this partnering continue beyond this watershed planning process.

### Recommendations: Hood Canal

Recommended Action	Priority	Potential Lead Agencies
26. Support efforts to investigate and field test nitrate-reducing technologies for on-site sewage systems.	High	State, Federal Govt, Cities, Counties, Health Districts, Tribes
27. Coordinate future management actions with other water resource planning groups in the Hood Canal area.	High	State, Federal Govt, Cities, Counties, Health Districts, Tribes
28. Support regional efforts to determine the sources of nitrogen and bacteria (fecal coliform) in Hood Canal.	Very High	State, Federal Govt, Cities, Counties, Health Districts, Tribes
29. Consider programs and practices to minimize impacts of fertilizer in areas of the Hood Canal watershed where/ff/when nitrate contributions from fertilizers are shown to be an important cumulative contributor to water quality problems.	High	State, Federal Govt, Cities, Counties, Health Districts, Tribes

1

## Plan Implementation

2 The Planning Unit agrees on the need for continued management of and planning for water  
3 resources in the Kitsap Peninsula and Islands region. Participating stakeholders have expressed  
4 interest in continuing their involvement in water resources management efforts in the region.

5

6 To address competing desires, the Planning Unit recommends a group, similar in structure to the  
7 current Planning Unit that includes willing governmental as well as non-governmental stakeholders,  
8 called the Watershed Implementation Group (WIG), be formed to focus on implementation of  
9 recommended actions in this Plan. The WIG could also discuss and develop strategies to address  
10 issues that this planning effort has left unresolved.

11

12 Membership in the WIG would be open to any interested party. The WIG would likely contract out  
13 for technical studies.

14

15 Phase 4 funding would be used to organize and administer the WIG.

16

Recommendations: Plan Implementation		
Recommended Action	Priority	Potential Lead Agencies
30. Implement this Plan by creating a multi-stakeholder Watershed Implementation Group (WIG) to focus on implementing this Plan and discuss and develop strategies to address issues that this planning effort has left unresolved.	High	State, cities, counties, water purveyors, tribes, Health Districts, stakeholders

17

1 **Sub-Area Plans**

2 Sub-area plans are considered to be part of the WRIA 15 Watershed Plan. The Vashon sub-area  
3 plan is a separate and stand-alone unit and is not applicable to any other areas of the WRIA. Other  
4 sub-area plans or projects are expected to primarily address unique circumstances in individual sub-  
5 areas with the basic WRIA plan covering most water resource issues. Proposals for funding  
6 specific projects from sub-area plans from WRIA 15 sources would be made by the group  
7 conducting the sub-area planning effort and forwarded to the Watershed Implementation Group for  
8 approval.  
9

10 **Vashon-Maury Island Sub-Area Plan**

11 The Vashon-Maury Island Plan (website address to be added) is included as a component of the  
12 WRIA 15 Plan, but is to be implemented as a separate and stand alone unit. As agreed upon by the  
13 WRIA 15 Planning Unit, Vashon-Maury Island (King County) independently developed a sub-area  
14 plan with separate, specific recommendations for water resource management on the islands. The  
15 Vashon-Maury Plan was not reviewed by nor was it approved, disapproved, or endorsed by the  
16 Planning Unit. The Vashon-Maury Plan has no applicability to the other sub-areas within WRIA 15  
17 or to the other general terms of the WRIA 15 Plan. The Planning Unit does favor using Phase 4  
18 funds to financially support selected actions specified in the Vashon-Maury Island Sub-area Plan.  
19

20 **Bainbridge Island Sub-Area Plan**

21 The Bainbridge Island Sub-area Plan (developed to address unique water resource issues on the  
22 Island) is included as a component of the WRIA 15 Plan. The Bainbridge Plan was not reviewed by  
23 nor was it approved, disapproved, or endorsed by the Planning Unit. The terms of the WRIA 15  
24 Plan are applicable to Bainbridge Islands, but the Bainbridge Plan has no applicability to the other  
25 sub-areas within WRIA 15 or to the other general terms of the WRIA 15 Plan. The Planning Unit  
26 does favor using Phase 4 funds to financially support actions specified in the Bainbridge Island Sub-  
27 area Plan submitted to and approved by the WIG.  
28

29 **Appendices**

- 30 A. PU Response to Legislative Requirements  
31 B. Acknowledgments  
32 C. List of Documents Produced During This Planning Effort  
33 D. Unresolved Issues *[If this document can be finalized in time.]*  
34

**Appendix D. WRIA 15 Plan Unresolved Issues – Revised DRAFT, May-June 2005**

Issue	Affected Recommendation / Section from Unapproved Draft Plan	Specific Wording	Perspective 1	Perspective 2
<p><b>Overriding issue:</b> Groundwater development &amp; stream flow preservation / enhancement</p>	<p>Several, (e.g., D5, D7, 1.2.2)</p>	<p><i>Ideal: we need water for people, and we need water for fish and environmental health. The Planning Unit has worked hard on this problem and hopes this Plan can address both elements of concern.</i></p>	<p>The Plan should place highest priority on policy and actions that investigate, protect and restore the natural flow regimes of streams, aquifers and nearshore habitat in WRIA 15. We will not accept a Plan that is a vehicle to speed up groundwater development for out-of-stream uses.</p>	<p>If groundwater development is not addressed in the WRIA 15 Plan (or is precluded), stream flow enhancement to support fish should also be eliminated. Groundwater development pursued in a manner that avoids impairing stream flows for fish is a desirable outcome. <u>The draft plan only recognizes the need for future ground water development and suggests numerous considerations and constraints that should be applied.</u> In no way does it speed up ground water development.</p>
<p>1. Developing Groundwater Sources</p>	<p>A-5, B-23</p>	<p>Option 1: "Identify potential future ground water sources, considering among other things hydraulic continuity with surface water." OR Option 2: "Identify ground water that is not in hydraulic continuity with surface water."</p>	<p>A potential future groundwater source should be considered only if it is not in hydraulic continuity with surface water. Concern: The State has already over-allocated groundwater to the detriment of stream flows. Option 1 would allow this to continue.</p>	<p>Almost universally in the WRIA, groundwater sources are in hydraulic continuity with surface water. Option 2 would prevent the issuing of any new water rights. Concern: Option 2 fails to acknowledge that growth will occur and it will require new water supplies. Mitigation could more than make up for impacts to stream flows. Perspective 1 fails to acknowledge that up to 75% of water allocations could be invalid.</p>



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Issue	Affected Recommendation / Section from Unapproved Draft Plan	Specific Wording	Perspective 1	Perspective 2
2. Water Conservation	B-1	<p>Option 1: "Meet or exceed DOH conservation measures and efficiency program when it is complete." OR</p> <p>Option 2: "Require "1338" water purveyors to fully implement their water conservation programs before exercising their inchoate rights."</p>	<p>Conservation should be the highest priority; new groundwater—including inchoate rights—should not be tapped until the conservation requirements of HB1338 are fully implemented.</p> <p>Concern: The conservation requirements of 1338 will not be put into effect adequately if purveyors are not required to implement the measures before exercising their inchoate rights.</p>	<p>Purveyors will comply with the new DOH standards, which will be among the most stringent state standards in the US.</p> <p>Concern: Option 2 would put all water systems on moratorium until DOH issues the standards and water systems develop and implement <u>all actions contained in the plans. The process could take many years.</u></p>
3. Mitigation (compensation for impacts of water withdrawals on natural systems)	B-24, C-6	<p>B-6: "Consider reclaimed water as part of a mitigation package for new water right applications."</p> <p>B-25: Establish a list of mitigation options and standards for mitigation actions to obtain water rights that involve hydraulic continuity with protected surface water. These actions include...</p> <p>C-6: Support stormwater recharge and retention by modifying laws to enable Ecology to allow increased infiltration as a means of providing mitigation for water rights.</p>	<p>Mitigation should not be mentioned in this Plan. Mitigation should be a last resort, not a first resort.</p> <p>Concern: Regarding HB1336's "overriding concern of the public interest," Ecology is directed by law to consider this Plan as an expression of the public interest; inclusion of mitigation in the Plan may encourage Ecology to approve water rights that do not benefit the environment.</p> <p>Others feel the current mitigation policy of avoidance and minimization of impacts as required by Ecology should be considered.</p>	<p>Mitigation—a necessary step for getting most future ground water rights—should be part of the Plan. We should identify our local preference for what forms of mitigation are desirable.</p> <p>Concern: This Plan is about providing water for people and fish. It is unreasonable to expect that new water rights will not/should not be issued, <u>which would be the result if mitigation for stream impact is precluded. A requirement that all new water rights benefit the environment is unrealistic and not a provision in the law.</u></p>

Issue	Affected Recommendation / Section from <i>Unapproved Draft Plan</i>	Specific Wording	Perspective 1	Perspective 2
4. Define "Detrimental to the Public Interest" for issuing new water rights	B-15	<p>Consider the following activities "detrimental to the public interest" (Ecology should consider this as guidance for this test in issuing water rights):</p> <ol style="list-style-type: none"> <li>1. Approval of water rights that are likely to lead to over-drafting of aquifers;</li> <li>2. Approval of water rights in excess of sustainable water supplies;</li> <li>3. Approval of new water rights without consideration of federally reserved and/or tribal water rights;</li> <li>4. Water appropriation or diversion that contributes to diminishing of stream flows below levels needed to support harvestable numbers of fish;</li> <li>5. Approval of new water rights in aquifers where water withdrawals have been determined by Ecology to be in excess of recharge.</li> </ol>	<p>Although some of these are in existing law, it helps to accent that these are concerns in WRIA 15. HB 1336 requires Ecology to use this Watershed Plan to guide them in interpreting the public interest.</p> <p>Concern: Ecology may use "overriding concern of public interest" to award water rights that are detrimental to stream flows or fish.</p> <p>NOTE: One or more Initiating Governments cannot support a recommendation condoning issuance of new water rights (B-9) without specific criteria defining "detrimental to the public interest" (B-15).</p>	<p>Items 1&amp;2 are already covered by existing law and are therefore unnecessary.</p> <p><u>#3: Ecology extensively involves tribes in processing new water rights that are of interest to them and considers federal rights to the extent possible given that most have not been quantified.</u></p> <p>#4 expands stream flow considerations beyond streams where flows have been regulated and involves flow levels that are not specified and are based on supporting "harvestable numbers of fish" which is not defined.</p> <p>#5 injects a requirement based on recharge, for which estimates vary widely. Ecology has adequate methods for considering where water is available.</p> <p>Concern: This significantly complicates an already tortuous process for obtaining new water rights and increases the likelihood of water right applications ending up in court (this could be used as a legal tool to prevent the issuing of new water rights).</p>
5 Issuing water rights	B-9 (contingent on B-15)	Evaluate water right requests based upon a comprehensive, long-term, up-to-date surface and ground water monitoring program including hydraulic continuity	<p>Water rights decisions should only proceed if based on good science and monitoring.</p> <p>NOTE: One or more Initiating Governments cannot support a recommendation condoning issuance of new water rights (B-9) without specific criteria defining "detrimental to the public interest" (B-15).</p>	Water rights decisions should proceed based on good science and monitoring.

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Issue	Affected Recommendation / Section from Unapproved Draft Plan	Specific Wording	Perspective 1	Perspective 2
6 Exempt wells (owner education, discuss avoiding new exempt wells if public water available)	B-16, B-17, B-18, B-21	<p>B-16: Educate exempt well owners that each exempt well represents a water right, in that it may not impair senior rights and is protected from impairment by junior rights.</p> <p>B-18: (Address water supply including...) Avoiding the creation of new small systems and exempt wells as feasible;</p> <p>B-21: Consider requiring landowners to utilize existing water systems where possible instead of drilling exempt wells.</p>	Landowners should be allowed to drill a well if they so choose.	<p>B-16 accents public education, an important component of this Plan.</p> <p>B-18 is a desirable action consistent with state public policy.</p> <p>The intent of B-21 is to consider precluding exempt wells in locations where landowners could hook up to public water, for example within a service line distance of an existing main.</p>
7. Limit exempt well use in closed/impaired basins.	B-17	Limit exempt well use to in-house, domestic use for wells drilled after the adoption of WAC 173-515 in closed basins or areas where stream flows are impaired.	<p>Landowners should be allowed to use their private well as they choose, or allowed to participate in mitigation to compensate for their use.</p> <p>Concern: This tries to solve a general problem by restricting individual water use. <u>Not all shallow wells impact flows for streams to a significant extent.</u></p>	<p>This provision exists in current law <u>for exempt wells near regulated streams.</u> <u>There is no justification or process for extending this restriction to other exempt wells.</u> There needs to be evidence that the well is impairing stream flows.</p> <p>Concern: Evidence suggests that shallow wells impact stream flows.</p>

Issue	Affected Recommendation / Section from <i>Unapproved Draft Plan</i>	Specific Wording	Perspective 1	Perspective 2
8. Composition of follow-on water resources forum	B-18, F-1, 4.1.4	<p>B-18: Utilize <i>EITHER</i> a WRIA-wide <i>OR</i> government-to-government forum...</p> <p>F-1: Guided by state legislated model and funding requirements, <i>EITHER</i> governments <i>OR</i> stakeholders should form an Implementing Entity that...</p>	<p>Utilizing a government-to-government forum assumes local stakeholders have had input to their particular general purpose government.</p> <p>The only entities that have legal standing in water resource management decisions are the federal, state and tribal governments.</p> <p>Concern: The state has not historically done an adequate job of recognizing and protecting tribal rights.</p>	<p>Utilizing a government-to-government forum (<u>i.e., Federal, State {general purpose government?} and Tribes only</u>) precludes the involvement of local stakeholders in forums addressing water resource management. This precludes the involvement of most direct water users and those most responsible for providing public water supply. <u>Federal, state and tribal governments are not the only entities that have legal standing in water resource management decisions.</u></p> <p>Concern: Special districts and public participation could be excluded. This violates the spirit of the Watershed Management Act.</p>

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Issue	Affected Recommendation / Section from Unapproved Draft Plan	Specific Wording	Perspective 1	Perspective 2
9. New groundwater wells	B-22	"Develop new groundwater wells as appropriate."	<p>New water demand should be met with reuse, conservation, or other tools rather than by drilling new wells.</p> <p>Concern: New groundwater wells will further deplete stream flows. We do not have enough science to make informed water management decisions (as evidenced by over-allocation and seawater intrusion in some areas).</p>	<p>New groundwater wells are a fundamental need of cities, purveyors, and landowners.</p> <p>Reuse and conservation that can provide substantial amounts of water:</p> <ul style="list-style-type: none"> <li>▪ are expensive compared to groundwater supplies,</li> <li>▪ take a long time to accrue significant water savings,</li> <li>▪ are limited in the amount of water they can supply, and</li> <li>▪ should be done in conjunction with groundwater development.</li> </ul> <p>Groundwater monitoring and analysis information for WRIA 15 is more comprehensive than most areas of the state. Aquifer water level trends generally indicate healthy supplies. Seawater intrusion is not presently a significant problem.</p>

Issue	Affected Recommendation / Section from <i>Unapproved Draft Plan</i>	Specific Wording	Perspective 1	Perspective 2
10. Off-peninsula water sources	B-28	Identify possible off-peninsula water source options.	<p>Most off-peninsula water sources are allocated to other users and uses. Importing water would also be very expensive.</p> <p>We can and should find ways to live within the means of our existing water resources.</p> <p>Concern: This could lead to importing water from Olympic Peninsula watersheds and/or Lake Tapps. It could also lead to reliance on water supplies that depend on snow pack; these supplies are projected to decline according to the UW Climate Impacts Group.</p>	<p>Water from the Tacoma area should not be precluded from supplying the Gig Harbor area. Water from the prolific water production of the Olympic Peninsula should not be precluded from potential use within the high population density of the adjacent WRIA 15 region.</p>
11. Drainage basin transfers <sup>1</sup>	C-1	<p>Establish a list of groundwater enhancement projects that might include:...</p> <ul style="list-style-type: none"> <li>▪ Drainage basin transfer of water that improves stream flow;</li> </ul>	<p>We should address the root problem with stream flows rather than bringing in a "Band-Aid" to fix them.</p> <p>Concern: Removing water from ecosystems in one area will disrupt the natural hydrology. Specifically, lowering of shallow water tables in the riparian area will disrupt plant communities and the bird and animal populations dependent on that ecosystem.</p>	<p>If this potential solution is eliminated, a potential desirable means of correcting stream flow problems would be precluded (for example, reclaimed water). Large rainfall in WRIA 15 region supports an essentially uniform ecosystem having no variation between riparian areas and uplands.<sup>1</sup> Drainage basin transfer will not have significant influence on riparian and upland ecosystems.</p>

<sup>1</sup> "Effectiveness of Riparian Management Zones in Providing Habitat for Wildlife", by O'Connell, et al (LWAG, Timber, Fish and Wildlife Program Report TFW-LWAG1-00-001, May 2000)

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Issue	Affected Recommendation / Section from Unapproved Draft Plan	Specific Wording	Perspective 1	Perspective 2
12. Improve stream flows for fish	D-5, Desired hydrologic outcomes 1.1.6 1.3.4 4.1.1 4.3.1 4.3.2 4.3.3	D-5: Prioritize areas where stream flows should be improved and seek opportunities to improve stream flows in priority areas, with the goal of achieving flows that support harvestable numbers of fish, via tools such as... Desired Outcomes: Stream flow(s) EITHER: Option 1: Stream flow problems are identified and actions are taken to restore flows as necessary and support healthy, harvestable numbers of fish and other important ecological functions; OR Option 2: Stream flows are sufficiently similar to natural flows to maintain the full range of ecological functions to support harvestable numbers of fish.	Option 2 focuses on restoring watershed health, not just fish. All ecological functions are important and the full range of these functions should be restored. Best available science is moving in the direction of identifying the natural flow regime for streams; this natural flow regime should provide the target flows for watershed health, not more narrowly focused stream flow numbers. The presence of harvestable numbers of fish is a good indicator of watershed health, including sufficient clean water for people. The presence of natural flow regimes indicates aquifer and environmental health.	Option 1 takes the approach of identifying specific problems and taking specific actions as opposed to setting difficult-to-define conditions that are somehow supposed to be achieved. All ecological functions are not equally important; all stream flow deficiencies do not equally impact fish. Resources are not available to fix everything; therefore they should be applied by setting priorities based on careful analysis. <u>The second option (achieving close to natural flows) is difficult to define and to identify actions required for achieving such a state; particularly in view of the extent to which the WRIA is already developed (population density for the WRIA is higher than all other counties in the state except for King and Clark Counties). The first option more clearly specifies a process to achieve desired outcomes (identify problems and fix them). Public support is likely to be more forthcoming for working on specific, identified problems than for pursuing a vague goal that will probably just result in numerous restrictions.</u>
13. Sewers outside UGAs	E-5	Remove/amend restrictions in the GMA to allow sewage treatment systems to serve outside the UGA where environmental concerns have been identified.	Sewering outside the UGA leads to more sprawl and associated impacts. The Legislature is currently addressing this issue and the GMA already has provisions for public health hazards.	Hood Canal (and potentially other) watersheds need sewer systems to prevent nitrate contributions from septic systems that lead to diminished dissolved oxygen levels.

Issue	Affected Recommendation / Section from Unapproved Draft Plan	Specific Wording	Perspective 1	Perspective 2
14. New Surface Water Rights	1.3.4	New Surface water rights should be avoided.	WRIA 15 surface waters have been heavily impacted by water withdrawals and by other anthropomorphic alterations. New surface water rights would further exacerbate that adverse environmental impact regardless of direct fish impacts.	Add " where streams with fish would be affected". Concern: There is no need to insert this restriction where fish are not impaired.
15. Surface water flows	4.3.3.3	Prioritize streams (make sure all streams are considered)		The WRIA has over 1000 streams. Resources should be concentrated where they will do the most good. Problem flows should be identified and action taken to correct deficiencies. Concern: Trying to determine what natural flows are and adopting the goal of restoring them in every stream in the WRIA, with no idea as to the cost or constraints involved (particularly in already developed areas), is an unrealistic goal





ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: LAUREEN LUND, MARKETING DIRECTOR**  
**SUBJECT: 2005 SUMMER SOUNDS AT SKANSIE CONTRACTS**  
**DATE: MAY 23, 2005**

Attached you will find 11 contracts for the performers for the 2005 Summer concert series. Please note only 10 will receive payment:

Island Jamz Budgeted 2005	\$500.00
Marvin Glover Budgeted 2005	\$500.00
Magical Strings Budgeted 2005	\$500.00
Total Experience Gospel Choir Budgeted 2005	\$600.00
ITSAWHALE Budgeted 2005	\$300.00
Russ Salton Budgeted 2005	\$100.00
Lady "A" & the Baby Blues Budgeted 2005	\$500.00
Gerry Ray Band Budgeted 2005	\$500.00
Aurora Strings Quartet Budgeted 2005	\$550.00
Charles Robert Stephens Budgeted 2005	\$200.00
US Army National Guard Band	no fee

**FISCAL CONSIDERATIONS**

All of these expenses are budgeted in the 2005 Parks budget.

**RECOMMENDATION**

Recommend approval of the contracts presented.

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ERIC STEVENS/SWINGIN' SOIREE, whose address is 9912 15<sup>th</sup> AVE CT E Tacoma, WA 98445 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, September 5, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on September 5, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on September 5, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Five Hundred Sixty Dollars and no cents (\$560.00), which shall be paid to Eric Stevens on September 5, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 26<sup>th</sup> day of April, 2005. *For the Performance of Tuesday Sept. 6<sup>th</sup>, 2005*

THE CITY OF GIG HARBOR

By: *Eric R. Stevens*

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

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
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The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Five Hundred Dollars and no cents (\$500.00), which shall be paid to Island Jamz Salton on July 5, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 07<sup>th</sup> day of April, 2005.

THE CITY OF GIG HARBOR

By: Theresa LeHuddick

**ISLAND JAMZ ENTERTAINMENT**  
4008 - 66TH ST. NW.  
GIG HARBOR, WA 98335

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

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and MARVIN GLOVER, whose address is 3700 26<sup>th</sup> PL W #403 Seattle, WA 98199 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, July 26, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on July 26, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on July 26, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Five Hundred Dollars and no cents (\$500.00), which shall be paid to Marvin Glover on July 26, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

THE CITY OF GIG HARBOR

By: Maurice L. Glover

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

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and MAGICAL STRINGS, whose address is P.O. Box 1240 Olalla, WA 98359 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, August 9, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 9, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 9, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Five Hundred Dollars and no cents (\$500.00), which shall be paid to Magical Strings on August 9, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the



benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

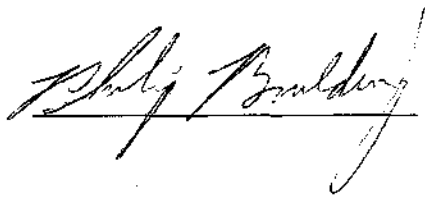
### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12 day of May, 2005.

THE CITY OF GIG HARBOR

By:



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

Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and TOTAL EXPERIENCE GOSPEL CHOIR, whose address is P.O. Box 22776 Seattle, WA 98122-0776 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, August 30, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 30, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 30, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Six Hundred Dollars and no cents (\$600.00), which shall be paid to Total Experience Gospel Choir on August 30, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 12 day of May, 2005.

THE CITY OF GIG HARBOR

By: Pastor Pat Wright  
Pastor Pat Wright

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

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and 133<sup>rd</sup> ARMY BAND, whose address is Building 34, Camp Murray Tacoma, WA 98430 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, June 28, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on June 28, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on June 28, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall not pay the Performer.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and

sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4<sup>th</sup> day of MAY, 2005.

THE CITY OF GIG HARBOR

By: Rebecca M. Sharrett By:

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and ITSAWHALE, whose address is 192718<sup>TH</sup> AVE. San Francisco, CA 94116 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, August 16, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 16, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 16, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Three Hundred Sixty Dollars and no cents (\$300.00), which shall be paid to Itsawhale on August 16, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this Apr 8<sup>th</sup> day of April, 2005.

THE CITY OF GIG HARBOR

By: Gen H Barber Apr 1

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

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and RUSS SALTON, whose address is 3710 101<sup>st</sup> ST CT NW Gig Harbor, WA 98332 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, July 19, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on July 19, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on July 19, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer One Hundred Dollars and no cents (\$100.00), which shall be paid to Russ Salton on July 19, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the



benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 25 day of April, 2005.

THE CITY OF GIG HARBOR

By: Russ Fulton

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

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and LADY "A" & THE BABY BLUES "FUNK" BAND, whose address is 1455 South Puget Drive #L-301 Renton, WA 98055 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, August 23, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 23, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 23, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Five Hundred Dollars and no cents (\$500.00), which shall be paid to Lady "A" & The Baby Blues "Funk" Band on August 23, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 4-8 day of April, 2005.

THE CITY OF GIG HARBOR

By: Joshua Richardson, By: \_\_\_\_\_  
Mayor

Please make checks  
out to: JOSHUA RICHARDSON,  
Co. MANAGER,  
(SAME ADDRESS)

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and GERRY RAY'S ROCKIN' COUNTRY, whose address is 2203 159<sup>TH</sup> ST CT E Tacoma WA 98445 (hereinafter the "Performer").

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, July 12, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on July 12, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on July 12, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Five Hundred Dollars and no cents (\$500.00), which shall be paid to Gerry Ray's Rockin' Country on July 12, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.


**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 5<sup>th</sup> day of April, 2005.

THE CITY OF GIG HARBOR

By:

 \_\_\_\_\_

By:

\_\_\_\_\_  
Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

**CONTRACT FOR SUMMER CONCERT SERIES  
PERFORMER AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and CHARLES STEPHENS whose address is 1163 Queets DR Fox Island WA 98333 (hereinafter the "Performer"). \* Charles Robert Stephens

**RECITALS**

WHEREAS, the City wishes to engage the Performer to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Performer agrees to perform such musical services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert on Tuesday, August 2, 2005, with an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Performer agrees to provide musical services at the concert for the City on August 2, 2005, between the hours of 6:30 p.m. to 8:00 p.m. Sound will be provided by Higher Power Productions and David Lee, under separate contract with the City. The Performer may begin set up for the concert at 4:00 p.m. on August 2, 2005. The Performer's dress should be casual and reflect the weather. The City will provide water and soda for the performers.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Performers will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Performer Two Hundred Dollars and no cents (\$200.00), which shall be paid to Charles Stephens on August 2, 2005, immediately prior to the performance.

**III. Relationship of Parties**

The Performer will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the

benefits provided to City employees are available to the Performers or his employees, agents and sub-consultants. The Performer shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

**III. General Provisions.**

Any assignment of this Contract by the Performer without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 15 day of May, 2005.

THE CITY OF GIG HARBOR

By: Charles Robert Stephens

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

APPROVED AS TO FORM:

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

ATTEST:

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



ADMINISTRATION

TO: MAYOR WILBERT AND CITY COUNCIL  
FROM: LAUREEN LUND, MARKETING DIRECTOR  
SUBJECT: 2005 SUMMER SOUNDS AT SKANSIE CONTRACTS  
DATE: JUNE 13, 2005

Attached you will find one contract for the company providing the sound system at the 2005 Summer Concert Series. Detailed below is the dates of the performances in which he will provide sound for. The fee is the same for each performance in which he provides sound.

July 5th	Budgeted 2005	\$300.00
July 12th	Budgeted 2005	\$300.00
July 19th	Budgeted 2005	\$300.00
July 26th	Budgeted 2005	\$300.00
August 2nd	Budgeted 2005	\$300.00
August 9th	Budgeted 2005	\$300.00
August 16th	Budgeted 2005	\$300.00
August 23rd	Budgeted 2005	\$300.00
August 30th	Budgeted 2005	\$300.00
September 6th	Budgeted 2005	\$300.00

**FISCAL CONSIDERATIONS**

All of these expenses are budgeted in the 2005 Parks budget.

**RECOMMENDATION**

Recommend approval of the contracts presented.



**CONTRACT FOR SUMMER CONCERT SERIES  
CONTRACTOR AGREEMENT WITH GIG HARBOR**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HIGHER POWER PRODUCTIOND, whose address is 13820 93<sup>rd</sup> Ave NW Gig Harbor WA 98329 (hereinafter the "Contractor").

**RECITALS**

WHEREAS, the City wishes to engage the Contractor to provide musical services, as part of the Gig Harbor 2005 Summer Concert Series; and

WHEREAS, the Contractor agrees to provide such services under the terms and conditions set forth in this Contract; and

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

**I. Services and Date of Performance.**

The City desires to hold an outdoor, family concert series on; June 28, 2005, July 05, 2005, July 12, 2005, July 19,2005, July 26,2005, August 02,2005, August 09,2005, August 16,2005, August 23,2005, August 30,2005, September 06,2005. With an expected audience of 100-150 persons. The concert will take place regardless of the weather, rain or shine.

The Contractor agrees to provide sound services at the above listed concerts. Between the hours of 6:30 p.m. to 8:00 p.m, with set up anytime after 3pm.

The concert will take place at Skansie Brothers Park, a City-owned public park, located at 3207 Harborview Drive in Gig Harbor. The Contractor will be instructed where they should set up their equipment on the park property.

**II. Payment**

The City shall pay the Contractor Three Dollars and no cents (\$300.00), which shall be paid to David Lee of Higher Power Productions on each performance day, immediately prior to the performance.

**III. Relationship of Parties**

The Contractor will be solely and entirely responsible for his acts and for the acts of his agents, employees, representatives and sub-consultants in fulfilling this Contract. None of the benefits provided to City employees are available to the Contractors or his employees, agents and

sub-consultants. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of this Contract.

### III. General Provisions.

Any assignment of this Contract by the Contractor without the written consent of the City shall be void. No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant. The entire agreement between the parties with respect to the subject matter hereunder is contained in this Contract.

IN WITNESS WHEREOF, the parties have executed this Agreement on this 6<sup>th</sup> day of JUNE, 2005.

THE CITY OF GIG HARBOR

By:

David R Lee

DAVID R LEE

HIGHER POWER PRODUCTIONS

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

Mayor

APPROVED AS TO FORM:

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

ATTEST:

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

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 6/03/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20050930

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE CAPTAIN'S MATE, INC.	THE KEEPING ROOM, CANDLES & WINE 7811 PIONEER WAY GIG HARBOR WA 98335 0000	086515	BEER/WINE SPECIALTY SHOP
2 STILE, INC.	HARBOR ROCK CAFE' 6565 KIMBALL DR GIG HARBOR WA 98335 0000	081255	BEER/WINE REST - BEER/WINE
3 PANDA INC.	HUNAN GARDEN RESTAURANT 5500 OLYMPIC DR GIG HARBOR WA 98335 0000	076567	SPIRITS/BR/WN REST SERVICE BAR
4 JU, SUN WOO	KINZA TERIYAKI 6820 KIMBALL DR A-1 GIG HARBOR WA 98335 0000	077031	BEER/WINE REST - BEER/WINE
5 SPIRO'S BELLA NOTTE', INC.	SPIRO'S BELLA NOTTE' PIZZA & PASTA 3108 HARBORVIEW DR GIG HARBOR WA 98335 0000	363055	SPIRITS/BR/WN REST LOUNGE +



**ADMINISTRATION**

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: CAROL MORRIS, CITY ATTORNEY**  
**SUBJECT: MORATORIUM ORDINANCE RATIFICATION**  
**DATE: JUNE 13, 2005**

**INFORMATION/BACKGROUND**

On May 31, 2005, the City Council held a special meeting for the purpose of considering a moratorium ordinance. This special meeting was noticed and held pursuant to RCW 42.30.080. Attached to this Agenda Memo is a copy of Ordinance No. 1003, which was passed by the entire membership of the Council plus one member, as required by RCW 35.12.130.

**ACTION**

The Council has been provided this opportunity to ratify the moratorium ordinance. The Council is not required to ratify the moratorium ordinance; however, it has been suggested that the Council may wish to have an opportunity to restate the reasons for the imposition of the moratorium at a regular Council meeting.

**RECOMMENDATION**

Staff recommends that the City Council ratify the imposition of the moratorium ordinance. Ratification will not affect the need for a public hearing on the moratorium, which has been scheduled for June 27, 2005.

ORDINANCE NO. 1003

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING AN IMMEDIATE EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OF NON-RESIDENTIAL STRUCTURES OR CERTAIN TYPES OF RE-DEVELOPMENT OF NON-RESIDENTIAL STRUCTURES WITHIN THE WATERFRONT MILLVILLE ZONE, SUCH MORATORIUM TO BE EFFECTIVE IMMEDIATELY, DEFINING THE APPLICATIONS SUBJECT TO THE MORATORIUM, SETTING A DATE FOR A PUBLIC HEARING ON THE MORATORIUM, ESTABLISHING TWO MONTHS AS THE TENTATIVE EFFECTIVE PERIOD OF THE MORATORIUM, AND DECLARING AN EMERGENCY NECESSITATING IMMEDIATE ADOPTION OF A MORATORIUM.

---

WHEREAS, the City Council has conducted an in-depth review of development along the waterfront in Gig Harbor, which has been detailed in several recently passed ordinances, including Ordinance 965 (imposing a moratorium on development in the waterfront and height restriction area) and ordinances continuing and terminating the moratorium; and

WHEREAS, the City Council's consideration of development along the Gig Harbor waterfront led to the adoption of several ordinances regulating building size; and

WHEREAS, upon further investigation, the Council learned that the Waterfront Millville zone is unique among the waterfront zones because non-residential structures in that zone are limited in size by "gross floor area," while the other waterfront zones limit building size based on building footprint; and

WHEREAS, the calculation of "gross floor area," as defined in the Gig Harbor Municipal Code, does not include areas constructed for and designated as a garage area (it also does not include accessory water tanks and cooling towers, mechanical

equipment, unfinished attics regardless of headroom), which may result in the development of excessively large structures that are incompatible with other structures in the same zone;

WHEREAS, the fact that nonresidential structures in the WM zone are regulated differently from nonresidential structures in the other waterfront zones could result in the development of excessively large structures which are uncharacteristic of the historical development pattern in the WM;

WHEREAS, the City desires to impose an immediate moratorium on the acceptance of development applications for any "development activity" or "development permit" as defined in Gig Harbor Municipal Code Section 19.14.010(24) and (26) for any nonresidential structure in the Waterfront Millville (WM) zone, unless the development is actually a remodel of an existing nonresidential structure which will not increase the size of the existing structure; Now, Therefore:

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
ORDAINS AS FOLLOWS:

Section 1. Definitions. For the purpose of this Ordinance, the following definitions shall apply:

A. "Exempt Development Permit" shall mean all of the following permit applications for "development" or "development activity" defined in GHMC Section 19.14.010(24) and 19.14.010(26), a copy of which is attached to this Ordinance as Exhibit A, which:

1. were determined complete by City staff and submitted to the City on or before the effective date of this Ordinance;

2. propose development or a development activity which is not a nonresidential structure in the Waterfront Millville zone; and/or

3. are remodels of any existing nonresidential structure in the Waterfront Millville zone, as long as it does not increase the size of the existing structure (either by height, bulk, scale or footprint).

B. **“Non-Exempt Development Permits”** shall include any permits or permit applications for any “development activity” as defined in GHMC Section 19.14.010(24) and 19.14.010(26), including planned unit developments, for nonresidential structures in the Waterfront Millville zone. Any permits meeting this description that were submitted to the City but not determined complete by City staff on or before the effective date of this Ordinance are also “non-exempt development permits.” The Waterfront Millville (WM) zone is shown on the City’s Official Zoning Map.

Section 2. Purpose. The purpose of this moratorium is to allow the City to analyze the issue whether nonresidential structures in all waterfront zones should be regulated uniformly as to building size. Currently, the nonresidential structures in the Waterfront Millville zone are not regulated as to building footprint, but instead as to “gross floor area,” which may allow the construction of buildings that are incompatible with other structures in the waterfront zones. In addition, the current regulations may allow construction of nonresidential structures that do not preserve the “small town feel” that is characteristic of the structures along the waterfront. Additional time is needed for the Planning Commission to hold a hearing on this issue, allow the receipt of public testimony and consideration of a proposed ordinance by the City Council.

Section 3. Moratorium Imposed. The City Council hereby imposes an immediate two (2) month moratorium on the acceptance of all non-exempt development permit applications for development activities relating to nonresidential structures in the Waterfront Millville zone. All such non-exempt applications received shall be rejected and returned to the applicant. With regard to the City's acceptance of any exempt development application, such acceptance shall only allow processing to proceed, but shall not constitute an assurance that the application will be approved.

Section 4. Duration of Moratorium. The moratorium imposed by this Ordinance shall commence on the date of the adoption of this Ordinance. As long as the City holds a public hearing on the moratorium and adopts findings and conclusions in support of the moratorium (as contemplated by Section 5 herein), the moratorium shall not terminate until two (2) months after the date of adoption. The Council shall make the decision to terminate the moratorium by ordinance, and termination shall not otherwise be presumed to have occurred.

Section 5. Public Hearing on Moratorium. Pursuant to RCW 36.70A.390 and RCW 35A.63.220, the City Council shall hold a public hearing on this moratorium within sixty (60) days of its adoption, or before July 29, 2005. The Council shall hold this hearing on June 27, 2005. Immediately after the public hearing, the City Council shall adopt findings of fact on the subject of the moratorium and either justify its continued imposition or cancel the moratorium.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance should be held to be unconstitutional or invalid by any 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. Declaration of Emergency. The City Council hereby declares that an emergency exists necessitating that this Ordinance take effect immediately upon passage by a majority vote plus one of the whole membership of the Council, and that the same is not subject to a referendum (RCW 35A.12.130). Without an immediate moratorium on the City's acceptance of non-exempt development applications for nonresidential structures in the WM zone, such applications could become vested, leading to development that could be incompatible with the codes eventually adopted by the City. Therefore, the moratorium must be imposed as an emergency measure to protect the public health, safety and welfare, and to prevent the submission of a flood of applications to the City in an attempt to vest rights for an indefinite period of time. This Ordinance does not affect any existing rights, nor will it prohibit all development in the City, because those property owners with exempt applications/permits, those with previously obtained approvals for development or redevelopment of the type identified as "exempt" may proceed with processing and development, as the case may be.

Section 8. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 9. Effective Date. This Ordinance shall take effect and be in full force and effect immediately upon passage, as set forth in Section 7, as long as it is approved by a majority plus one of the entire membership of the Council, as required by RCW 35A.12.130.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor,  
this 31st day of May, 2005.

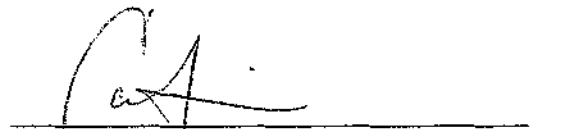
CITY OF GIG HARBOR

  
MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

  
CAROL A. MORRIS CITY ATTORNEY

# Exhibit "A"

## Gig Harbor Municipal Code

### Chapter 19.14

#### CONCURRENCY AND IMPACT FEE PROGRAM DEFINITIONS

##### 19.14.010 Definitions.

24. "Development activity" or "development" means any construction or expansion of a building, structure, or use; any change in the use of a building or structure; or any changes in the use of the land that creates additional demand for public facilities (such as a change which results in an increase in the number of vehicle trips to and from the property, building or structure) and requires a development permit from the city.

26. "Development permit" or "project permit" means any land use permit required by the city for a project action, including but not limited to building permits, subdivisions, short plats, binding site plans, planned unit developments, conditional uses, shoreline substantial developments, site plan reviews, or site specific rezones, and, for purposes of the city's concurrency ordinance, shall include applications for amendments to the city's comprehensive plan which request an increase in the extent or density of development on the subject property.



**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: MOLLY TOWSLEE, CITY CLERK *mt***  
**SUBJECT: SECOND READING OF ORDINANCE - UPDATING REFERENCES IN  
THE MUNICIPAL CODE RELATING TO ELECTIONS**  
**DATE: JUNE 13, 2005**

**INTRODUCTION/BACKGROUND**

Title 29 of the *Revised Code of Washington* was reorganized and recodified as Title 29A RCW. This ordinance updates the City of Gig Harbor Municipal Code so that references to State Law are consistent with the newly amended statutes. The City Attorney has reviewed the amendments to the code.

**FISCAL CONSIDERATIONS**

There are no fiscal considerations, as these changes are housekeeping in nature.

**RECOMMENDATION**

I recommend that Council adopt this ordinance at this second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ELECTIONS AND THE FILING OF CANDIDACY DECLARATIONS, UPDATING REFERENCES IN THE MUNICIPAL CODE TO BE CONSISTENT WITH RECENTLY AMENDED STATE STATUTES, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 2.12.060; 2.12.070; 2.12.080; and 2.12.090.

---

WHEREAS, the Gig Harbor Municipal Code (Section 2.12.060; 2.12.070; and 2.12.080) currently describes the procedures for declaring candidacy; and

WHEREAS, effective July 1, 2004, Title 29 RCW was reorganized and recodified as Title 29A RCW;

WHEREAS, the Municipal Code needs to be changed so that references to State Law are consistent with the newly amended statutes; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ORDAINS AS FOLLOWS:

Section 1. 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 Pierce County Auditor's Office and as set forth in ~~RCW 29.15.030, or as otherwise provided in chapter 29.15 for mailing or electronic filing~~ RCW 29A.24.031 (declaring candidacy), 29A.24.040 (for mailing or electronic filing), 29A.24.050 (timing of the declaration of

declaration of candidacy), 29A.24.070 (place of filing), and 29A.24.081 (filing by mail).

There shall be no primary elections for nominating candidates for any elective office in the city. Primaries shall otherwise be held as provided in chapter ~~29-24~~ RCW 29A.52.210 re: city primaries (non-partisan).

Section 2. Section 2.12.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.12.070 Declaration of candidacy – Procedure, fee, form.**

A. All ~~nominations for elective office~~ declarations of candidacy in the city shall be made by filing declarations of candidacy at the times and dates provided in RCW ~~29.15.020~~ RCW 29A.24.050.

B. All declarations of candidacy shall be accompanied by a filing fee as provided in RCW ~~29.15.050~~ RCW 29A.24.091.

C. Declarations of candidacy shall substantially conform to the form set forth in Chapter ~~29-18~~ RCW RCW 29A.24.101.

Section 3 Section 2.12.080 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.12.080 Election of councilmembers – Vacancy.**

Seven councilmembers shall be elected for terms of four years each, with three such councilmembers being elected at one biennial election and four 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~~ RCW 29A.20.040. \*\*\*

Section 4. Section 2.12.090 of the Gig Harbor Municipal Code is hereby 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 29.04.170~~ RCW 29A.20.040. \*\*\*

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

By: \_\_\_\_\_  
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 5/18/05  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PROPOSED ANNEXATION - NESS AKA RAINBOW BURNHAM LLC**  
**(ANX 04-03)**  
**DATE: JUNE 13, 2005**

**INFORMATION/BACKGROUND**

The city has received a 'Notice of Intention to Commence Annexation Proceedings' from Gerald Ness to annex approximately thirty-four (34) acres of property located west of Burnham Drive NW, north of 96<sup>th</sup> Street NW and east of Highway 16 adjacent to the existing city limits and located within the city's Urban Growth Area (UGA). Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Medium-Density Residential (R-2).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. The legal description and map were approved by the county on April 27, 2005.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, City Engineer, Building Official/Fire Marshal, Planning Manager, Finance Director and Pierce County Fire District #5 for review and comment on May 10, 2005.

The Council is required to meet with the initiating parties of the request to commence annexation proceedings to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

The Council set the date of June 13, 2005 for such a meeting on May 23, 2005. Notice of the June 13, 2005 meeting was sent to property owners of record within and around the area proposed for annexation on May 25, 2005.

If accepted, the process will then move forward with the circulation of a formal petition



for annexation. The petition must be signed by the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation or property owners of sixty percent (60%) of the assessed valuation of the area considered for annexation.

### **POLICY CONSIDERATIONS**

The Chief of Police has identified no public safety related impacts and has no opinion on the annexation as proposed.

The City of Gig Harbor Building Official/Fire Marshal visited the site and offers the following comments:

- The annexation will bring additional land under our review for future building permitting. This has the potential to increase our workload for plan reviews, permitting and inspections.
- Fire hydrant spacing in that area of Burnham is not in compliance with city standards. Prior to development of the property, additional hydrants will be required to provide fire flow to the property.
- Fire flow in that area is unknown. Of the three hydrants noted in the area, two (2) were yellow capped while one was green. Depending on the use, some modifications to the water system MAY be required to provide the required fire flow.

The City Engineer reviewed the annexation materials and offered the following comments:

The property referenced has no defined roadway(s) or street network and is currently undeveloped. The property has significant topography change and designated creek/wetland(s) with required buffers bisecting the property(s).

### **ROADS/TRAFFIC:**

- No current roads (public/private) are located on the project. All roads constructed shall meet or exceed the minimum standards of the Major and Minor local residential roads.
- Access to the properties is assumed to be via 96<sup>th</sup> Street and Burnham Drive. The project would be required to construct public roads meeting the City of Gig Harbor Public Works Standards.
- Trip distribution will be an item that will have to be defined at the time of development of the property. Prior to any development of the property a Traffic Capacity Reservation Certificate (CRC) will have to be granted to the future applicant substantiating adequate traffic capacity.

### **SEWER:**

- The proposed annexation properties are located within the ULID No. 3 boundary on Burnham Drive. The connection fee per SFR in ULID 3 is \$3,050.00.
- There is an existing gravity sewer line on 96<sup>th</sup> Street that can be used as a point of connection as well as a gravity sewer line on Burnham Drive that can be used as points of connection. The installation of all sewer lines in the properties would have to be constructed to meet City Public Works Standards.

- There is currently capacity for additional sewer at the Waste Water Treatment Plant.

**Water:**

- An existing 16" water main is located on 96<sup>th</sup> Street and Burnham Drive. Water usage should be re-analyzed at the Water CRC application stage. Connection fees for water can not be estimated at this time without a request for meter size.
- The city currently has domestic water connections available. The future applicants will be required to apply for a Water CRC for any development or re-development of property(s).
- All extension of water mains onto specific properties would likely be required to be reviewed by DOE unless adequately addressed in the current Water Comprehensive Plan.

**Storm Water Drainage/Discharge:**

- The property(s) have known creeks, wetlands, and ecologically sensitive areas located within the annexation area. The design of all future conveyance and retention/detention facilities shall be required to meet standards of the city Storm Water Design Manual.
- It would be desirable to inspect the current drainage situation of the properties as they relate to the Donkey Creek water shed and wetland system and require needed upgrades as part of an annexation agreement. A former gravel pit and mine operated on the property(s) located adjacent to HWY 16 and discharges silts to the creek and water shed. Remediation of this situation would benefit the city, by alleviating a poor drainage situation prior to annexation. As a result, no enforcement activity would be required by the city.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation.

**RCW 36.93.180**

**Objectives of Boundary Review Board.**

The decisions of the Boundary Review Board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

**Comment:** The proposed annexation area is undeveloped.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

**Comment:** Highway 16, the Tacoma-Lake Cushman power line right-of-way, and 96<sup>th</sup> Street NW bound the proposed annexation area.

- (3) Creation and preservation of logical service areas;

**Comment:** The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

**Comment:** The proposed annexation would create an 'island' of unincorporated territory surrounded by the municipal limits. This 'island' could be annexed by the City following approval of this annexation.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

**Comment:** Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

**Comment:** The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

**Comment:** Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the city's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

**Comment:** The area is undeveloped, vacant land.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**Comment:** The proposed annexation does not involve designated agricultural or rural lands.

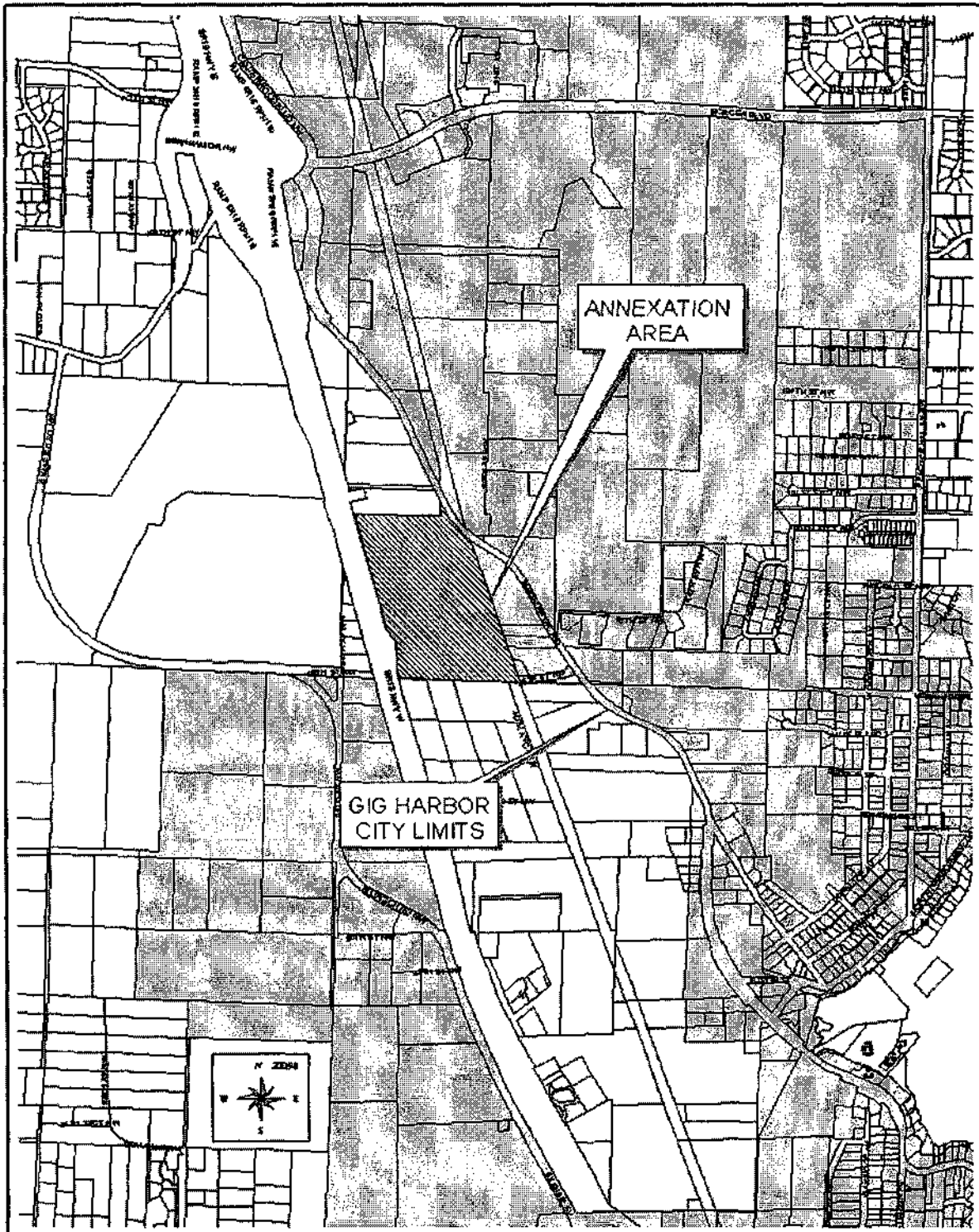
#### **FISCAL CONSIDERATIONS**

The Finance Director has noted that financial impacts from this proposed annexation would be minimal.

#### **RECOMMENDATION**

I recommend that the Council accept the notice of intent to commence annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The city shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed; and
2. The city will require the simultaneous adoption of Medium-Density Residential (R-2) zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981.



VICINITY MAP  
RAINBOW BURNHAM LLC (ANX 04-03)

**NOTICE OF INTENTION TO COMMENCE ANNEXATION  
PROCEEDINGS**

The Honorable Mayor and City Council  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA, 98335

RECEIVED  
CITY OF GIG HARBOR  
FEB 23 2005  
COMMUNITY  
DEVELOPMENT

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>[Handwritten Signature]</i>	GERALD I NESS	0222313062	2/22/05
<i>[Handwritten Signature]</i>	GERALD I NESS	0222313058	2/22/05
<i>[Handwritten Signature]</i>	GERALD I NESS	0222313053	2/22/05
<i>[Handwritten Signature]</i>	<del>GERALD I NESS</del>	<del>0222313059</del>	<del>2/22/05</del>
<i>[Handwritten Signature]</i>	GERALD I. NESS	0222313015	2/22/05



Pierce County

Boundary Review Board

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7156 • FAX (253) 798-9680

April 27, 2005

PIERCE COUNTY  
COMMUNITY DEVELOPMENT  
APR 29 2005

John P. Vodopich, Community Development Director  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Proposed Annexation to City of Gig Harbor – “Rainbow Burnham”

Dear Mr. Vodopich:

Review of the revised legal description for the above proposal has been completed. The legal description has been found acceptable. Enclosed please find copies of the acceptable revised legal description and map date stamped April 4, 2005.

Sincerely,

Toni Fairbanks  
Chief Clerk  
Boundary Review Board

F:\clerk\brb\annexations\GH Rainbow Burnham.doc  
Enclosures

cc: Craig A. Peck & Associates, 723 22nd St SW, Puyallup WA 98371  
Julie Klontz, Public Works and Utilities



AN AND OR COPY OF THIS DOCUMENT

PIERCE COUNTY PLANNING  
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

## EXHIBIT "A"

PERIMETER DESCRIPTION:

COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M AT A POINT 259.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST WHICH IS 70 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST TO THE EAST LINE OF THE TACOMA-CUSHMAN POWER LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE TO THE EASTERLY MARGIN OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO INTERSECT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

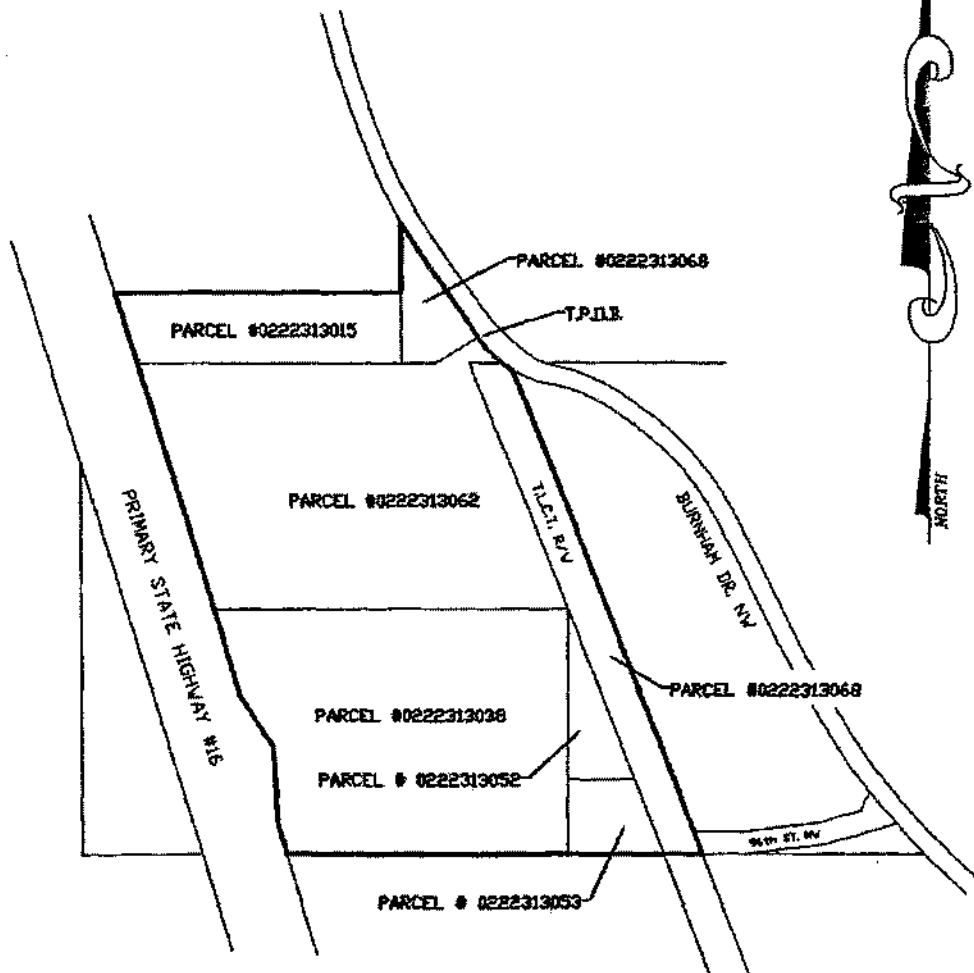
SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON.



APR 04 2005

PIERCE COUNTY

# EXHIBIT "B"



GRAPHIC SCALE



( IN FEET )  
1 inch = 400 ft.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: NOTICE OF INTENTION TO COMMENCE ANNEXATION**  
**PROCEEDINGS - WRIGHT REQUEST (ANX 04-02)**  
**DATE: JUNE 13, 2005**

**INTRODUCTION/BACKGROUND**

The City has received a complete Notice of Intention to Commence Annexation Proceedings from James Wright for a proposal to annex approximately 8.62 acres of property located northwest of the intersection of Hunt Street NW and 46<sup>th</sup> Avenue NW (Skansie Avenue) adjacent to the existing City limits. The City Council approved the applicants request on February 28, 2005 to revise the annexation boundaries to encompass this one parcel. The Pierce County Boundary Review Board has reviewed and approved the legal description and map.

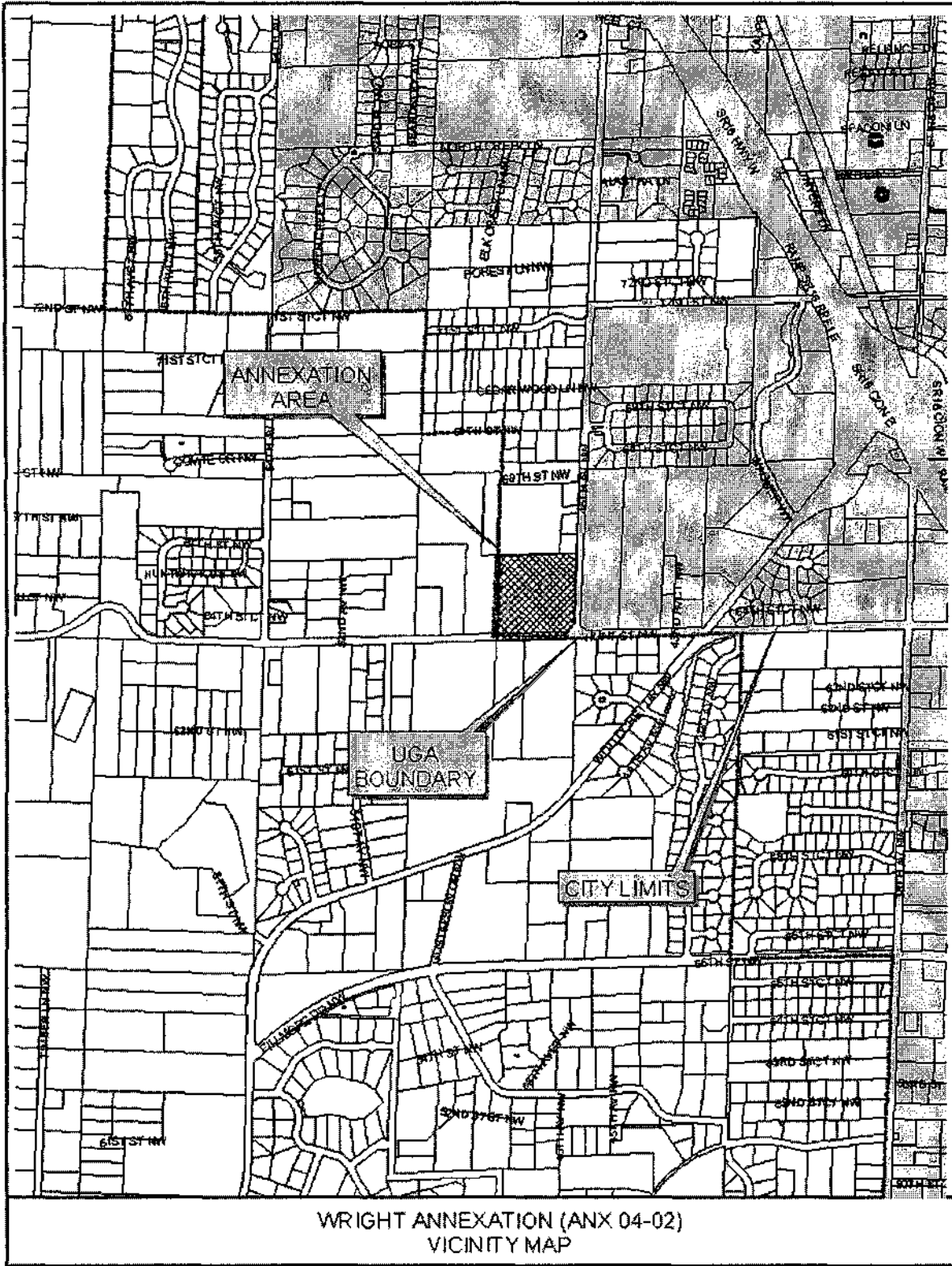
After the filing of the request, no later than sixty (60) days from receipt, the City Council is to meet with the initiating parties to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

If accepted, the process will then move forward with the circulation of a formal petition for annexation.

**RECOMMENDATION**

I recommend that Council set a date of June 27, 2004 to meet with the initiating parties of the Wright Notice of Intention to Commence Annexation Proceedings.



**NOTICE OF INTENTION TO COMMENCE ANNEXATION  
PROCEEDINGS**

The Honorable Mayor and City Council  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor WA, 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 686; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.

Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>James A. Wright</i>	JAMES A. Wright	4613 HOW ST N.W. 0821073086	3/17/04

**Exhibit A**  
**Wright Annexation Legal Description ANX 04-02**

WRIGHT ANNEXATION  
ANX 04-02

LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M., IN PIERCE COUNTY, WASHINGTON;

EXCEPT THE WEST 8 FEET THEREOF;

EXCEPT 46<sup>TH</sup> AVENUE NORTHWEST;

EXCEPT THAT PORTION CONVEYED TO THE STATE OF WASHINGTON BY DEED RECORDED UNDER RECORDING NUMBER 2364858;

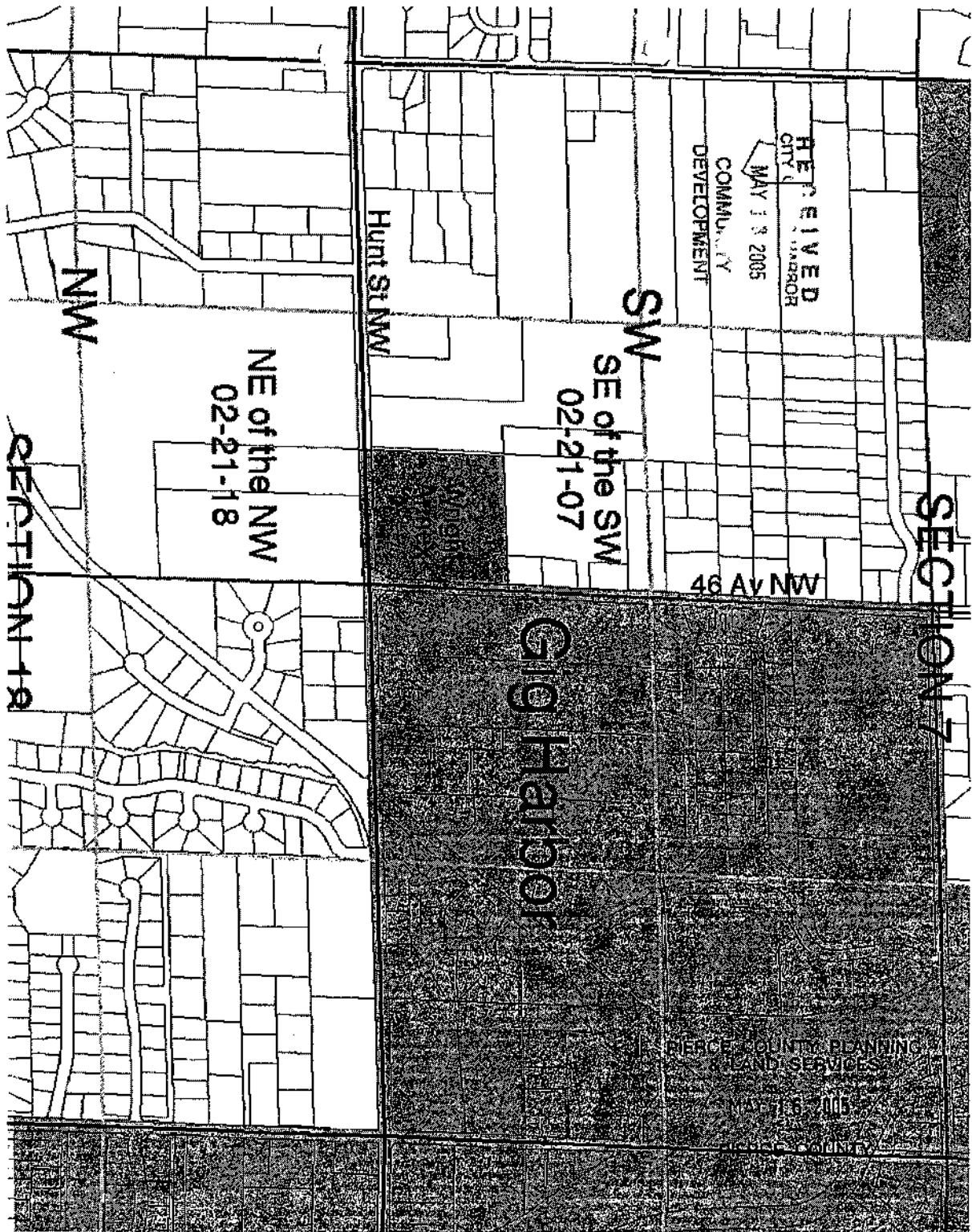
INCLUDING HUNT STREET NORTHWEST ABUTTING SAID ANNEXATION IN THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 18, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.

SITUATED IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PIERCE COUNTY PLANNING  
& LAND SERVICES  
MAY 16 2005  
PIERCE COUNTY

RECEIVED  
CITY OF BIG HARBOR  
MAY 13 2005  
COMMUNITY  
DEVELOPMENT

Exhibit B  
Wright Annexation Map ANX 04-02





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT**  
**SUBJECT: RESOLUTION ADDING "ANCICH" TO THE LIST OF HISTORICAL STREET NAMES**  
**DATE: JUNE 13, 2005**

**INFORMATION/BACKGROUND**

The Peter Ancich family has played an important role in Gig Harbor history as a prominent fishing family. Kate and Pete Ancich immigrated to Washington State from their native Croatia (we don't know when). They had three sons and two daughters, all born in Gig Harbor in a house on today's Harborview Drive. Pete made his living by commercial fishing. The Ancich boys – Joe, John, and Pete – carried on the family fishing business and were partners in several fishing vessels, including *Voyager*, *Sea Rose*, and *Invader*. The brothers' sardine seiner *Voyager* was considered one of the most productive local boats from the 1930s through the 1950s [this sentence is from the newspaper article]. Their sons continued the fishing tradition. John Ancich Sr. was the fisherman who repaired the memorial on Jerisich Dock in 2003. According to an article in the Gateway upon John Sr.'s passing, "John Sr. fished for nearly 60 years" and "He was the last member of one of the Croatian clans that made Gig Harbor into a thriving village during its heyday of commercial fishing."

**POLICY**

The Gig Harbor Municipal Code provides for the addition of names to the list of street names for the "historical name area" by the City Council, (GHMC Section 12.12.030 K.).

**FISCAL IMPACTS**

None

**RECOMMENDATION**

I recommend approval to add "Ancich" to the list of approved historic street names as presented in the attached resolution.



**CITY OF GIG HARBOR  
RESOLUTION NO. 651**

**A RESOLUTION ADDING ANCICH TO THE LIST OF  
HISTORICAL STREET NAMES.**

---

WHEREAS, the City of Gig Harbor has an approved list of street names to be applied within the "historical name area"; and

WHEREAS, the Gig Harbor Municipal Code provides for the addition of names to the list of street names for the "historical name area" by City Council (GHMC Section 12.12.030 K.); and

WHEREAS, the City Council is desirous of recognizing the "Ancich" family names;

**NOW THEREFORE BE IT RESOLVED:**

The Gig Harbor City Council hereby adds the name "Ancich" to the list of approved street names to be utilized in the "historical name area."

RESOLVED by the City Council this 13th day of June, 2005.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO. 651



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: REQUEST FOR ENGINEERING FTE - ASSOCIATE ENGINEER**  
**DATE: JUNE 13, 2005**

**BACKGROUND**

Increasingly, the review of development projects requires transportation engineering. The city currently outsources engineering analysis related to development projects. The city has only one registered Professional Engineer (Steve Misiurak) on staff.

For the past several years the city has relied upon outside consultant services to evaluate and comment on transportation impact analysis prepared by private developers. Relying on consultants adds to the timeframe for project review. Having traffic engineering expertise in-house will expedite plan review. Community Development staff is currently fielding an increasing volume of applications. Gig Harbor North applications will further increase this volume.

I request the immediate authorization to hire an Associate Engineer.

**FISCAL IMPACT**

The 2005 fiscal impact of an Associate Engineer would range from \$27,911 to \$41,870 (6 months salary plus benefits). During the first quarter of 2005, the city has expended approximately \$26,531 on outside consultant services for the review of traffic analyses for development projects. Temporary vacancies in the Construction Inspector and Laborer positions have resulted in a cost savings of \$34,631 (salaries only) in 2005.

Adequate funds exist within the adopted 2005 budget to account for the employment of an Associate Engineer.

**RECOMMENDATION**

I recommend that the Council authorize the budget adjustment for the immediate hiring of an Associate Engineer.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** STEPHEN MISIURAK, P.E. *sm*  
CITY ENGINEER  
**SUBJECT:** FIRST READING OF ORDINANCE AMENDMENT TO ORDINANCE NO.  
712 – ADOPTING THE ACCESS MANAGEMENT MANUAL AND THE  
AASHTO POLICY ON THE GEOMETRIC DESIGN OF HIGHWAY AND  
STREETS BY REFERENCE  
**DATE:** JUNE 13, 2005

**INTRODUCTION/BACKGROUND**

The City Engineer desires to update its various list of manuals and guidelines used to administer the Gig Harbor Public Works Standards. The current list of manuals and guidelines have not been updated since the original Public Works Standards adoption in 1993. Adoption of these additional manuals and guidelines will maintain the continuity of the City's transportation facilities.

The proposed ordinance has been reviewed and approved by the City Attorney and the Community Development Director.

**RECOMMENDATION**

Staff recommends the proposed ordinance, as presented, be approved by the City Council at the second reading.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS, ADOPTING THE ACCESS MANAGEMENT MANUAL AND THE AASHTO POLICY ON THE GEOMETRIC DESIGN OF HIGHWAY AND STREETS FOR USE IN THE ADMINISTRATION OF THE CITY OF GIG HARBOR PUBLIC WORKS STANDARDS, AS ADOPTED BY ORDINANCE NO. 712, AMENDING SECTION 1.010.**

---

WHEREAS, the City of Gig Harbor Public Works Standards were adopted by ordinance in Ordinance No. 712; and

WHEREAS, various manuals and guidelines are used to administer the Gig Harbor Public Works Standards; and

WHEREAS, the City has adopted these manuals and guidelines by reference for use in administering the Gig Harbor Public Works Standards; and

WHEREAS, the City Council desires to update and adopt its list of manuals for such use, specifically *Transportation and Land Development*, by Vergil G. Stover and Frank J. Koepke, Transportation Engineers, 2002; as well as the *Access Management Manual*, promulgated by the Transportation Research Board, National Research Council, 2003; and *A Policy on Geometric Design of Highways and Streets*, by American Association of State Highway and Transportation Officials, 2004; NOW, THEREFORE,

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

Section 1. Section 1.010 of the Gig Harbor Public Works Standards, as adopted in Ordinance No. 712, is hereby amended to read as follows:

**1.010 Standard Specifications and use of Other Manuals and Guidelines.**

Workmanship performed by contractors and developers, as well as design detail and materials used on projects and developments shall be in accordance with the current edition of the "Standard Specifications for Road, Bridge, and Municipal Construction," the APWA Amendments to Division One," and the "Standard Plans for Road, Bridge and Municipal Construction, all written and promulgated by the Washington State Chapter of the American Public Works Association and the Washington State Department of Transportation, except where these standards provide otherwise.

The following specifications are adopted by reference, and shall be applicable when pertinent, when specifically cited in the standards, or when required by a higher funding authority.

A. Conditions and Standards as set forth in the City of Gig Harbor Water System Plan, ~~February, 1993~~ December, 2002, or most current edition.

B. Conditions and standards as set forth in the City of Gig Harbor Comprehensive Sanitary Sewer Plan, ~~January 1993~~ December, 2002, or most current edition.

C. Rules and regulations as adopted in the City of Gig Harbor Municipal Code.

D. Criteria set forth in the Local Agency Guidelines as amended and approved by the Washington State Department of Transportation.

E. City and County Design Standards for the Construction of Urban and Rural Arterial and Collector Roads promulgated by the City Engineers Association of Washington, May 24, 1989.

F. Conditions and standards as set forth in the WSDOT Design Manual as amended and approved by WSDOT.

G. U.S. Department of Transportation Manual on Uniform Traffic Control Devices (MUTCD), as amended and approved by Washington State Department of Transportation.

H. DOT Construction Manual as amended and approved by Washington State Department of Transportation.

I. Rules and regulations of the State Board of Health regarding public water supplies, as published by the State Department of Health, Washington Administrative Code, chapter 246-290.

J. Conditions and standards as set forth in the State of Washington Department of Ecology "Criteria for Sewage Works Design," most current edition.

K. Conditions and standards as set forth by the State of Washington, Department of Labor and Industries.

L. Criteria set forth in *Transportation and Land Development* by V. G. Stover and F. Koepke and the Institute of Transportation Engineers, 2002.

M. Design criteria of federal agencies including Department of Housing and Urban Development and the Federal Housing Administration.

N. ~~Other specifications not listed above as may apply when required by the City of Gig Harbor.~~ Access Management Manual, Transportation Research Board, National Research Council, 2003.

O. A policy on Geometric Design of Highways and Streets, by American Association of State Highway and Transportation Officials, 2004

Section 2. Pursuant to RCW 35A.12.140, the above manuals and guidelines have been adopted by reference. A copy of each shall be filed in the office of the City Clerk for use and examination by the public. While this ordinance is under consideration by the City Council prior to adoption, one copy shall be filed in the office of the City Clerk for use and examination by the public.

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 a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this \_\_\_\_th day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING:  
DATE PASSED:  
DATE OF PUBLICATION:  
EFFECTIVE DATE:

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

On \_\_\_\_\_, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PUBLIC WORKS STANDARDS, ADOPTING THE ACCESS MANAGEMENT MANUAL AND THE AASHTO POLICY ON THE GEOMETRIC DESIGN OF HIGHWAY AND STREETS FOR USE IN THE ADMINISTRATION OF THE CITY OF GIG HARBOR PUBLIC WORKS MANUAL, AS ADOPTED BY ORDINANCE NO. \_\_\_\_\_, AMENDING SECTION 1.010.**

---

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

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

APPROVED by the City Council at their regular meeting \_\_\_\_\_ 2005.

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





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: ROB WHITE, PLANNING MANAGER RW**  
**SUBJECT: FIRST READING OF AN ORDINANCE - AMENDMENT TO GHMC 17.98**  
**DESIGN REVIEW STANDARDS AND REVIEW**  
**DATE: JUNE 13, 2005**

**INFORMATION/BACKGROUND**

Attached for your consideration and for first reading is an ordinance amending Gig Harbor Municipal Code section 17.98 Design Standards and Review.

Recently, the staff in cooperation with the Design Review Procedures Committee modified the existing design review procedures to allow more interaction between the design review board, project applicants, and the community.

The proposed ordinance, which is attached to this report, provides two main changes to the existing design review procedures. First, the design review board (DRB) will be given the opportunity to hold design review pre-application meetings. This in itself will allow applicants a greater opportunity to discuss design issues with the DRB while a project is still conceptual, both saving the applicant on design expenses, and promoting an open dialogue between the DRB and the applicant.

The other primary change encourages DRB members to provide input on all non-residential, multi-family, and planned residential development, regardless of whether the applicant proposes to take their project to the DRB for review or not. In order to achieve this, planning staff will notify all DRB members in writing with notice of all non-residential, multi-family, and planned residential development applications along with the standard notice of application that is sent out currently on all projects to property owners within 300 feet. DRB members will then have two weeks to provide written comments to the Community Development Director which will be included in the file for the project. This provides DRB members with both the opportunity and the responsibility to help prevent some of the design issues of Gig Harbor's past.

**POLICY CONSIDERATIONS**

The proposed ordinance will change the functions of the DRB to include pre-application meetings and provide an opportunity for the DRB to submit review comments to the planning staff on administrative proposals.

**ENVIRONMENTAL ANALYSIS**

The SEPA responsible official has determined that this proposal is exempt from SEPA review as per WAC 197-11-800.

**FISCAL IMPACTS**

Addition of DRB pre-application meetings and notification requires increased technical and administrative staff time.

**RECOMMENDATION**

I recommend that the City Council approve the ordinance as presented following the second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW PROCEDURE FOR OPTIONAL PRE-APPLICATION MEETING BY THE DESIGN REVIEW BOARD, DESCRIBING THE BENEFITS, LIMITATIONS AND MATERIALS NEEDED FOR SUCH OPTIONAL PRE-APPLICATION MEETING; REQUIRING THAT NOTICE OF APPLICATION FOR CERTAIN TYPES OF PROJECT PERMIT APPLICATIONS BE SENT TO THE DESIGN REVIEW BOARD MEMBERS, FOR THEIR INDEPENDENT, ADVISORY INPUT TO THE COMMUNITY DEVELOPMENT STAFF ON WHETHER THE APPLICATION MEETS THE DESIGN MANUAL CRITERIA FOR ADMINISTRATIVE REVIEW; ADOPTING A NEW SECTION 17.98.037 AND AMENDING SECTIONS 17.98.050 AND 19.02.004 OF THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, the Gig Harbor City Council appointed a Design Review Procedures Committee (DRPC) to explore ways of amending the design review process to allow more interaction between the Design Review Board (DRB), the applicant, and the community; and

WHEREAS, the DRPC has recommended amendments that would encourage applicants to seek the input of the DRB prior to submitting development applications; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on April 4, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the SEPA Responsible Official determined that this proposal is exempt under SEPA as per WAC 197.11.800; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on May 21, 2005, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of \_\_\_\_\_; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
ORDAINS AS FOLLOWS:

Section 1. A new Section 17.98.037 of the Gig Harbor Municipal Code, as last amended by Ordinance #975, is hereby adopted, to read as follows:

**17.98.037 Optional Design review pre-application meeting.**

A. Purpose. Applicants for projects that will require design review may request a pre-application review by the Design Review Board (DRB) at a DRB meeting. The purpose of the pre-application review is to allow the DRB to provide early input on potential development or redevelopment of a site during the early stages of design. This will allow the Design Review Board to identify specific areas of concerns and design opportunities related to the site for the applicant. The DRB's comments may help the applicant develop a design that conforms to Design Manual standards in a manner more sensitive to specific site conditions and to neighborhood concerns.

B. Optional pre-application meeting with staff. It is highly recommended that the applicant request and attend a pre-application meeting with the Community Development Department staff prior to requesting a pre-application meeting with the Design Review Board. This will allow the staff to identify for the applicant obvious site design deficiencies that do not fall under the purview of the Design Review Board (e.g., street access; fire fighting access; utility availability; critical area protection; non-compliant use, density, height, setbacks, etc.).

C. Benefits of pre-application meeting with DRB:

1. Provides opportunity to dialogue with the Design Review Board to determine specific areas of interest and, if notice is provided to the public, an opportunity to dialogue with individuals in the surrounding neighborhood.
2. Expands the level of input prior to application submittal.
3. Provides early feedback on draft proposals.
4. May help identify non-compliant design concepts before expending money on detailed plans and drawings.
5. May help applicant determine whether to pursue the project or not.

D. DRB pre-application review is limited to one meeting. Applicants may request one pre-application meeting with the DRB, which will be at no charge for any project that will require design review under the site plan review category specified in Section 17.98.040(A). The meeting shall be held within 28 days of receipt of the request.

E. Information needed for pre-application meeting with DRB. To enable the DRB to provide a meaningful response, requests for design review pre-application meetings should include the following:

1. The location of the site (a map showing the site in context with surrounding sites and development is encouraged)
2. A sketch or drawing of the site showing its approximate configuration and dimensions.
3. A sketch or drawing of the site showing natural site conditions including topographic information and existing vegetation. Photographs are encouraged.
4. Conceptual drawings or sketches of proposed development.

F. Notice. Notice of a pre-application meeting with the DRB is not required, however, at the request of the applicant, notice will be mailed to the owner of all properties within 300 feet of the subject site. The applicant shall provide preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property.

G. Non-binding nature of pre-application meeting. Neither DRB nor staff comments at the pre-application meeting with the DRB are binding on the applicant. Nor will they bind the City in any manner or prevent the City from fully applying or enforcing all applicable codes, ordinances and regulations.

Section 2. Section 17.98.050 as amended in Section 14 of Ordinance #975 is hereby amended to read as follows:

**17.98.050 Design review and project approval.**

The applicant shall choose one of the following application review paths, based upon whether or not the application strictly conforms to the specific design standards of Chapter 17.99:

A. Administrative Approval. A design review application for administrative approval shall may be processed by the director as follows:

1. Notice of application for the following types of development shall be forwarded to all members of the Design Review Board (DRB) pursuant to GHMC Section 19.02.004.

a. Non-residential development.

b. Multi-family residential development as defined in Section 17.04.290.

GHMC.

c. Planned Residential Development (PRD) as described in GHMC Chapter 17.89.

d. Public projects, except for normal maintenance and in-kind replacement.

The DRB members may independently review the application, which will be available at the Community Development Department. Individual DRB members may submit written comments to the director within two weeks beyond the date of notice of application. If DRB members identify design elements that they believe do not comply with the specific requirements of the Design Manual, they may advise the director in writing of those items that they believe do not comply. The DRB members' input will be advisory only and become part of the application file.

The final decision as to whether or not all specific requirements have been complied with shall be made by the director.

4 2. The application shall be reviewed by the director for compliance with the specific requirements of Chapter 17.99 and all other applicable codes. The director shall issue a decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the strict requirements of Chapter 17.99 design standards. The director shall not approve any application or portion thereof that does not comply with applicable codes.

2 3. An applicant may choose to submit an application for review by the director on a single category or multiple categories from GHMC 17.98.040. If an applicant chooses to submit fewer than all categories from GHMC 17.98.040, the director shall only provide preliminary decisions on each category. Once the city has received a complete application for all categories from GHMC 17.98.040, the director shall issue a final decision on those portions of the application submitted for administrative approval. The preliminary decisions made by the director on each category may be different from the final decision on each category.

3 4. A notice of complete application shall not be issued until the city has received a complete application (as described in GHMC 17.98.040). A notice of application shall be issued for any complete application processed under this subsection A, as set forth in GHMC Title 19 for a Type III project permit application. The complete application shall otherwise be processed as a Type II project permit application, and a final decision shall be issued on a complete application before the deadline established in GHMC 19.05.009. If the final decision is appealed, the appeal shall be considered in an open record hearing, as described in GHMC Title 19.

B. Design Review Board Recommendation. A design review application requesting review by the design review board shall may be processed for review by the design review board as follows:

...

Section 3. Section 19.02.004 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.02.004 Notice of application.**

A. Generally. A notice of application shall be provided to all city departments and agencies with jurisdiction of all Type III and IV project permit applications. In addition, a notice of application for all (a) non-residential development, (b) multi-family residential development as defined in Section 17.04.290, GHMC, (c) planned residential development (PRD) as described in GHMC Chapter 17.89, and (d) public projects, except for normal maintenance and in-kind replacement, shall be sent to all members of the Design Review Board as set forth in Section 17.98.050(d).

...

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is 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, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADOPTING A NEW PROCEDURE FOR OPTIONAL PRE-APPLICATION MEETING BY THE DESIGN REVIEW BOARD, DESCRIBING THE BENEFITS, LIMITATIONS AND MATERIALS NEEDED FOR SUCH OPTIONAL PRE-APPLICATION MEETING; REQUIRING THAT NOTICE OF APPLICATION FOR CERTAIN TYPES OF PROJECT PERMIT APPLICATIONS BE SENT TO THE DESIGN REVIEW BOARD MEMBERS, FOR THEIR INDEPENDENT, ADVISORY INPUT TO THE COMMUNITY DEVELOPMENT STAFF ON WHETHER THE APPLICATION MEETS THE DESIGN MANUAL CRITERIA FOR ADMINISTRATIVE REVIEW; ADOPTING A NEW SECTION 17.98.037 AND AMENDING SECTIONS 17.98.050 AND 19.02.004 OF THE GIG HARBOR MUNICIPAL CODE.

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WHEREAS, the Gig Harbor City Council appointed a Design Review Procedures Committee (DRPC) to explore ways of amending the design review process to allow more interaction between the Design Review Board (DRB), the applicant, and the community; and

WHEREAS, the DRPC has recommended amendments that would encourage applicants to seek the input of the DRB prior to submitting development applications; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on April 4, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the SEPA Responsible Official determined that this proposal is exempt under SEPA as per WAC 197.11.800; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on May 21, 2005, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of \_\_\_\_\_; Now, Therefore,



THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
ORDAINS AS FOLLOWS:

Section 1. A new Section 17.98.037 of the Gig Harbor Municipal Code, as last amended by Ordinance #975, is hereby adopted, to read as follows:

**17.98.037 Optional Design review pre-application meeting.**

A. Purpose. Applicants for projects that will require design review may request a pre-application review by the Design Review Board (DRB) at a DRB meeting. The purpose of the pre-application review is to allow the DRB to provide early input on potential development or redevelopment of a site during the early stages of design. This will allow the Design Review Board to identify specific areas of concerns and design opportunities related to the site for the applicant. The DRB's comments may help the applicant develop a design that conforms to Design Manual standards in a manner more sensitive to specific site conditions and to neighborhood concerns.

B. Optional pre-application meeting with staff. It is highly recommended that the applicant request and attend a pre-application meeting with the Community Development Department staff prior to requesting a pre-application meeting with the Design Review Board. This will allow the staff to identify for the applicant obvious site design deficiencies that do not fall under the purview of the Design Review Board (e.g., street access; fire fighting access; utility availability; critical area protection; non-compliant use, density, height, setbacks, etc.).

C. Benefits of pre-application meeting with DRB:

1. Provides opportunity to dialogue with the Design Review Board to determine specific areas of interest and, if notice is provided to the public, an opportunity to dialogue with individuals in the surrounding neighborhood.
2. Expands the level of input prior to application submittal.
3. Provides early feedback on draft proposals.
4. May help identify non-compliant design concepts before expending money on detailed plans and drawings.
5. May help applicant determine whether to pursue the project or not.

D. DRB pre-application review is limited to one meeting. Applicants may request one pre-application meeting with the DRB, which will be at no charge for any project that will require design review under the site plan review category specified in Section 17.98.040(A). The meeting shall be held within 28 days of receipt of the request.

E. Information needed for pre-application meeting with DRB. To enable the DRB to provide a meaningful response, requests for design review pre-application meetings should include the following:

1. The location of the site (a map showing the site in context with surrounding sites and development is encouraged)
2. A sketch or drawing of the site showing its approximate configuration and dimensions.
3. A sketch or drawing of the site showing natural site conditions including topographic information and existing vegetation. Photographs are encouraged.
4. Conceptual drawings or sketches of proposed development.

F. Notice. Notice of a pre-application meeting with the DRB is not required, however, at the request of the applicant, notice will be mailed to the owner of all properties within 300 feet of the subject site. The applicant shall provide preprinted labels bearing the names and addresses of the property owners of record within 300 feet of the project property.

G. Non-binding nature of pre-application meeting. Neither DRB nor staff comments at the pre-application meeting with the DRB are binding on the applicant. Nor will they bind the City in any manner or prevent the City from fully applying or enforcing all applicable codes, ordinances and regulations.

Section 2. Section 17.98.050 as amended in Section 14 of Ordinance #975 is hereby amended to read as follows:

**17.98.050 Design review and project approval.**

The applicant shall choose one of the following application review paths, based upon whether or not the application strictly conforms to the specific design standards of Chapter 17.99:

A. Administrative Approval. A design review application for administrative approval shall ~~may be processed by the director~~ as follows:

1. Notice of application for the following types of development shall be forwarded to all members of the Design Review Board (DRB) pursuant to GHMC Section 19.02.004.

a. Non-residential development.

b. Multi-family residential development as defined in Section 17.04.290,

GHMC.

c. Planned Residential Development (PRD) as described in GHMC Chapter 17.89.

d. Public projects, except for normal maintenance and in-kind replacement.

The DRB members may independently review the application, which will be available at the Community Development Department. Individual DRB members may submit written comments to the director within two weeks beyond the date of notice of application. If DRB members identify design elements that they believe do not comply with the specific requirements of the Design Manual, they may advise the director in writing of those items that they believe do not comply. The DRB members' input will be advisory only and become part of the application file.

The final decision as to whether or not all specific requirements have been complied with shall be made by the director.

4 2. The application shall be reviewed by the director for compliance with the specific requirements of Chapter 17.99 and all other applicable codes. The director shall issue a decision approving the application or portions thereof if he/she finds that the application or portions of the application satisfy the strict requirements of Chapter 17.99 design standards. The director shall not approve any application or portion thereof that does not comply with applicable codes.

2 3. An applicant may choose to submit an application for review by the director on a single category or multiple categories from GHMC 17.98.040. If an applicant chooses to submit fewer than all categories from GHMC 17.98.040, the director shall only provide preliminary decisions on each category. Once the city has received a complete application for all categories from GHMC 17.98.040, the director shall issue a final decision on those portions of the application submitted for administrative approval. The preliminary decisions made by the director on each category may be different from the final decision on each category.

3 4. A notice of complete application shall not be issued until the city has received a complete application (as described in GHMC 17.98.040). A notice of application shall be issued for any complete application processed under this subsection A, as set forth in GHMC Title 19 for a Type III project permit application. The complete application shall otherwise be processed as a Type II project permit application, and a final decision shall be issued on a complete application before the deadline established in GHMC 19.05.009. If the final decision is appealed, the appeal shall be considered in an open record hearing, as described in GHMC Title 19.

B. Design Review Board Recommendation. A design review application requesting review by the design review board shall may be processed ~~for review by the design review board~~ as follows:

...

Section 3. Section 19.02.004 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.02.004 Notice of application.**

A. Generally. A notice of application shall be provided to all city departments and agencies with jurisdiction of all Type III and IV project permit applications. In addition, a notice of application for all (a) non-residential development, (b) multi-family residential development as defined in Section 17.04.290, GHMC, (c) planned residential development (PRD) as described in GHMC Chapter 17.89, and (d) public projects, except for normal maintenance and in-kind replacement, shall be sent to all members of the Design Review Board as set forth in Section 17.98.050(d).

...

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance is 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, clause or phrase of this Ordinance.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
CAROL A. MORRIS

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



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY REPORT FOR MAY 2005**  
**DATE: JUNE 13, 2005**

Year to date (YTD) 2005 activity statistics compared to YTD 2004 activity statistics show some interesting trends. YTD calls for service in 2005 have decreased by 195 calls (2004/2181, 2005/1989), yet we have seen an YTD increase of 167 reports written in 2005 (2004/567, 2005/734).

YTD DUI arrests in 2005 are up by 13 (2004/21, 2005/34) and YTD infractions in 2005 are up by 51 (2004/475, 2005/526).

We saw an increase of 15 traffic accidents in May 2005 (23) compared to April 2005 (8). Even with this drastic increase, our YTD 2005 traffic accidents are down 20 accidents when compared to YTD 2004 traffic accidents (2004/104, 2005/84).

Attached you will find several graphs that compare selected 2004 and 2005 monthly activity statistics. We will update these graphs each month so you can visually evaluate and track our monthly activity trends.

**DEPARTMENTAL ACTIVITIES**

The Reserve Unit supplied 91 hours of volunteer time assisting our officers in May.

The Marine Services Unit (MSU) conducted an all-day training on May 18<sup>th</sup>. During the on-water portion of the training our officers practiced releasing a new boom designed to capture oil and other contaminants released into the Harbor. In May the MSU was on the water for 14 hours providing five safety inspections and three boater assists. Our unit was called out on May 31st to assist Fire District #5 with a boat fire at the Peninsula Yacht Basin Marina. During this incident the newly acquired boom was released around the burning boat to contain oil and debris. The boat was a total loss and it appears the fire originated in the electrical panel.

Some of the more interesting calls for the month of May 2005 included:

- May 2<sup>nd</sup>: Officer Douglas arrested a 19-year old male for filing a false police report. The subject crashed his parents Subaru SW on the pole line road while "4 wheeling" and instead of telling his parents what had happened, he reported the vehicle stolen. Unfortunately for the subject, Officer Douglas responded to

the stolen vehicle call. Officer Douglas had also investigated a fraud case involving the same subject just three days prior to this incident. The individual eventually confessed to crashing the vehicle. Case # 050545

- May 4<sup>th</sup>: Officer Dahm discovered two white males with a bag full of vehicle prowl tools and walkie-talkies at 3:40 in the morning. Officer Dahm stopped their vehicle for a license plate violation before finding the suspicious tools. The 19-year old driver was arrested for not having a valid driver's license and being in possession of brass knuckles. Both individuals denied being in the vehicle prowl business when questioned. Case # 050552
- May 7<sup>th</sup>: A 73-year old male was arrested by Officer Welch for DUI following a traffic stop. This same subject was arrested by GHPD this past March for DUI. Case # 050569
- May 8<sup>th</sup>: Officer Jahn arrested a 36-year old male for trespassing. The subject was warned by Officer Jahn on 4/15/05 that he was not to go inside a local coffee shop located at the Olympic Village Shopping Center (Case #050472). The subject was loitering inside the coffee shop for long periods of time and the female employees were concerned. On the 8th, the subject went inside the coffee shop and gave one of the female employees a hand-written note. When confronted by Officer Jahn, the subject said that he was upset because his girlfriend, Sandra Bullock is going out with Jesse James. Case # 050578
- May 9<sup>th</sup>: At 2:16 AM, a service station located on Pt. Fosdick was held up by a dark-skinned male at gunpoint. The male was wearing a bandanna over his face and held a dark colored auto type handgun. The gunman fled the store on foot after the robbery. A Lakewood K-9 unit assisted with the search but was unable to locate the suspect. The store clerk was unharmed. The case is under investigation. Case # 050581
- May 10<sup>th</sup>: A 27-year old male appeared in Gig Harbor Municipal Court for a court case, intoxicated. He was taken into custody and upon a search incident to arrest, a small amount of marijuana was found in his pants pocket by CSO Mock. The subject was arrested and charged with Possession of Marijuana under 40 grams. Case # 050585
- May 12<sup>th</sup>: Officer Cabacungan arrested a 35-year old female and a 27-year old male for Theft 2<sup>nd</sup> degree. The female ran out of a local department store with 32 DVD's and assorted make-up items. She exited the parking lot in a vehicle driven by the male. The vehicle was located in University Place by Pierce County deputies and both subjects were taken into custody. During the booking process, the female faked several illnesses that forced Officer Cabacungan to transport her back and forth from the jail to the hospital. The female was subsequently charged with Obstructing a Law Enforcement Officer. Case # 050603

- May 15<sup>th</sup>: At 2:06 AM, Sgt Emmett along with Officers Chapman and Dahm responded to a convenience store on Olympic Drive for a fight in progress inside the store. It was determined that a group of individuals had attempted to purchase beer at a nearby gas station after 2:00 AM. When the clerk would not sell them beer, they became rude. Two guys that witnessed the attempted purchase and were friends of the clerk decided to follow the group over to the second convenience store. A fight ensued and two of the subjects were arrested for Assault 4<sup>th</sup> degree. Case #050615
- May 17<sup>th</sup>: Officer Welch arrested a male suspect after running the motorcycle plates through his mobile data computer (MDC) and finding out they were stolen. The motorcycle also was apparently stolen as the identifying marks were scratched off. It was later confirmed that the motorcycle was stolen out of Tacoma and it was subsequently returned to the owner. Case #050623
- May 21<sup>st</sup>: Officer Welch arrested a suspect on a warrant at a local restaurant and cocktail lounge. The suspect is a known drug dealer and had in his possession \$620 in twenty dollar bills that were seized. A check of the money later with a drug dog indicated the presence of marijuana. Case #050647
- May 21<sup>st</sup>: Officer Welch and Officer Chapman responded to an armed robbery in progress at a fast food restaurant in Olympic Village. Further investigation revealed it was planned by one of the employees who portrayed herself as a victim. The two robbery suspects were eventually arrested and the employee is being charged as a co-conspirator. Case #050651
- May 24<sup>th</sup>: Officer Dahm arrested a suspect for DUI after he had struck a jersey barrier on SR16 near Jackson. The suspect managed to drive to Borgen Boulevard before his two left tires went flat. In an attempt to show that he wasn't alcohol-impaired the suspect performed a flip in front of Officer Dahm. The subject subsequently failed his field sobriety tests and was arrested for DUI. Case #050658
- May 24<sup>th</sup>: Officer Busey arrested 45-year old male on an active Pierce County Superior Court warrant for Child Molest. Officer Busey located the subject on his boat which was moored in the Harbor. Case # 050659
- May 24<sup>th</sup>: An unknown subject started a small fire in the restroom of the Pierce Transit Park-n-Ride located on Kimball Drive. On May 25th an unknown subject started another small fire in the restroom located at Donkey Creek Park. It appears that the cases are related and officers have been requested to watch the public restrooms within the city. A witness spotted a suspicious subject in the area of the Donkey Creek fire and the description was sent out as a "Crime Activity Alert" to over 600 Chamber of Commerce member businesses. Case #s 050664 & 050669

- May 29<sup>th</sup>: Officer Welch arrested a 26-year old male for Intimidation with a Weapon and Making a False Statement to an Officer. Three rifles and one handgun were seized during the arrest. Officers were dispatched to a residence located on Ross Avenue after the subject displayed a rifle in a threatening manner. Case #050681
- May 31<sup>st</sup>: Officer Welch drove up on a domestic violence situation in progress in the area of 96<sup>th</sup> and Crescent Valley Drive. A 16-year old assaulted both his mother and father while riding with them in their vehicle. The father pulled over to the side of the road just prior to Officer Welch locating them. The 16-year old was taken into custody and transported to Remann Hall. Case #050690
- May 31<sup>st</sup>: At 5:30 AM Officers Welch and Busey assisted the PCFD #5 with a boat fire at the Peninsula Yacht Basin located at 8913 N. Harborview Drive. Officer Welch assisted from the dock and Officer Busey from the MSU boat. The 40' Bayliner was a complete loss. Case #050691
- May 31<sup>st</sup>: Detective Entze and Officer Welch teamed up in an investigation at Gig Harbor High School that resulted in the arrest of two 17-year old male students. The two students had removed the hard drives from two school computers and reformatted them. This allowed the two students to install new versions of Windows, which allowed them to set up their own accounts with passwords. They could then bypass the security system and access anything they wanted on the internet. They caused severe damage to the school computers. Both students were arrested and charged with Malicious Mischief 2<sup>nd</sup> degree and Computer Trespass. Case #050697
- June 1<sup>st</sup>: While conducting a traffic stop, Officer Garcia smelled burnt marijuana coming from the inside of a vehicle. Further investigation led to the arrest of two adults and two 17-year olds for possession of marijuana and paraphernalia. Case #050701
- June 3<sup>rd</sup>: Officer Welch assisted the Pierce County Sheriff's Department by responding to a shooting on Raft Island. PCSO had no officers available and the call reported that a 22-year old white male had just shot himself in the head. Officer Welch arrived on the scene and found the victim deceased. Officer Welch then secured the scene until PCSO arrived. Case #050708

#### **TRAVEL/TRAINING**

- Detective Entze attended the Pacific Northwest Fraud Conference in Vancouver
- Sergeant Matt Dougil and Officer Mike Allen attended the Police Training Officer (PTO) training in Yakima
- Officer Welch attended Standard Field Sobriety Testing Refresher



- Officer Welch attended PTO training in Lakewood
- Chief Davis attended the spring FBINA "Lessons Learned" training in Renton. This training covered the Scott Peterson homicide investigation in Modesto California.

#### **PUBLIC CONCERNS:**

We have received complaints on a couple businesses in Gig Harbor selling drug paraphernalia and other items used to ingest controlled substances. We are looking at the legal restrictions that may govern this practice. The chief is scheduled to meet with a representative from Safe Streets on June 15th to discuss what can be done to regulate this sort of activity.

#### **SPECIAL PROJECTS**

Our Officer-involved Domestic Violence Policy has been completed and sent to the Washington Association of Sheriffs and Police Chiefs as mandated by the recent Domestic Violence legislation.

Our trading card program has been completed. This is a traffic safety education program paid for by a grant where each officer is issued their own trading card. The cards are used as a community relations tool facilitating the interaction of our officers in the field with the children and citizens of Gig Harbor. I have provided each of you a full-set of the cards.

We have initiated our recruitment for citizen volunteers interested in working with GHPD. The COPS (Citizens on Patrol) program will utilize community volunteers in activities designed to broaden our service options and allow regular commissioned officers additional time to deal with more serious incidents within our community.

We are working with the Pierce County Sheriff's Department, the Liquor Control Board and Fire District #5 in educating local liquor licensees on the regulations and laws governing the sale and service of alcohol. We are sponsoring two hours of training at the Civic Center on June 16<sup>th</sup>.

We are also sponsoring a Problem-oriented Policing training session at the Civic Center on June 23<sup>rd</sup> and 24<sup>th</sup>. We have over 30 attendees registered to attend at this time.

We are also working with the PCSD on creating a training program for storage facility owners and managers. These businesses are sometimes used to store stolen goods and equipment associated with manufacturing drugs.

We are in the final steps of establishing a Special Services Agreement with the Pierce County Sheriff's Department. This will guarantee that our department can acquire assistance from the sheriff's department in the event of a SWAT call-out or major crime investigation such as a homicide.

Ten officers assisted in the annual Maritime Fun Run & Parade. Once again, it was a success with the only reported problems being lost children who were quickly found and returned to the parents. Special thanks to our reserve officers Myers, Menday and Langhelm for their help in directing traffic and assisting our regular officer with a very busy day.

### **PUBLIC CONCERNS**

Chief Davis, Lt Colberg and Sergeant Dougil met with the owners of a local cocktail lounge to discuss the large number of calls related to alcohol our officers have been responding to during the night shift. The upcoming training with the Liquor Control Board was proposed as a result of this meeting.

### **FIELD CONTACTS**

Staff made the following contacts in the community:

- Fred Douglas participated in the Pierce County Peace Officers Memorial Ceremony at PLU as a member of the Pierce County Law Enforcement Honor Guard
- Lt. Colberg and Chaplain Roth also attended the Memorial Ceremony
- Reserve Officer Chris Langhelm assisted with the Kids Day America event
- CSO Mock is finishing up her training at the Reserve Officer Academy at Fife Police Department
- Officer Busey and CSO Mock participated in the Gig Harbor High School & Peninsula High School DUI assembly on Friday May 13<sup>th</sup>. Kelly Busey helped with the DUI role play. CSO Mock took the pictures.
- CSO Mock and Officer Busey provided information on the Block Watch Program at a local Home Owners Association meeting on June 2<sup>nd</sup>.

Chief Davis made the following community contacts:

- Met with Eileen O'Brien and talked about how we can expand the duties of the current DV advocate. We are looking at developing a robbery training program utilizing CSO Mock and DV Advocate Dixie Hansen
- Attended the Cooperative Cities Meeting in Lakewood on May 5<sup>th</sup>
- Met with Joe Hawe from WASPC to discuss implementation of the First Responder data base within Gig Harbor PD. This is the internet data base containing information on all our public schools in the case of a critical incident.
- Attended the Pierce County Peace Officer's Memorial Ceremony on May 6<sup>th</sup>
- Met with the new Tacoma/Pierce County DUI Coordinator Gloria Averill on May 11<sup>th</sup>
- Chaired the Tacoma Pierce County DUI Task Force meeting on May 18<sup>th</sup>
- Attended the Pierce County Police Chiefs meeting on May 19<sup>th</sup>
- Provided a presentation on the Gig Harbor Police Department to the Gig Harbor Lions on May 26<sup>th</sup>
- Served as a parade judge at the annual Maritime Gig Parade on June 4<sup>th</sup>

- Served as a Senior Projects judge at Gig Harbor High School on June 7<sup>th</sup>

**OTHER COMMENTS**

Our Domestic Violence advocate, Dixie Hanson is now housed in the Police Department.

**ATTACHMENTS**

- May Monthly Activity Stats
- May Monthly Statistical Graphs
- May Vehicular Accidents



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: TRAFFIC ACCIDENT REPORT FOR MAY 2005 YTD**  
**DATE: MAY 13, 2005**

**LEGEND:**

P-LOT PARKING LOT  
NON NON INJURY  
INJ INJURY  
H&R HIT & RUN  
RED/CYC PEDESTRIAN/CYCLIST  
R/A ROUNDABOUT

<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>CASE#</u>
1. 05-02-05	Power Line Rd & Foster Ln	NON	GH050545
2. 05-04-05	Olympic Dr. & Pt. Fosdick Dr	NON	GH050553
3. 05-07-05	Judson & Pioneer Way	NON	GH050571
4. 05-08-05	SR 16 Off Ramp @ Burnham	NON	GH050579
5. 05-10-05	Olympic @ SR 16 Off Ramp	INJ	GH050588
6. 05-12-05	38 <sup>th</sup> St & 56 <sup>th</sup> St.	INJ	GH050602
7. 05-12-05	Stinson Ave & Pioneer Way	NON	GH050604
8. 05-12-05	Pt. Fosdick & Olympic	NON	GH050605
9. 05-16-05	N. Harborview & Milton	NON	GH050619
10. 05-18-05	Rosedale & Stinson	NON	GH050634
11. 05-18-05	Olympic & Pt. Fosdick	NON	GH050635
12. 05-19-05	Olympic & Pt. Fosdick	NON	GH050641
13. 05-20-05	4700 Pt. Fosdick Dr.	NON	GH050645
14. 05-22-05	5151 Borgen Blvd.	H&R	GH050653
15. 05-24-05	Olympic & SR16 Off Ramp	NON	GH050662
16. 05-24-05	Olympic & Pt. Fosdick	PED/CYC,INJ	GH050661
17. 05-24-05	Olympic @ SR16 off Ramp	WB NON	GH050662
18. 05-27-05	Wollochet @ SR16 off Ramp	E NON	GH050674
19. 05-27-05	Burnham & Borgen	NON	GH050675
20. 05-27-05	6820 Kimball Dr	NON	GH050676
21. 05-28-05	3800 Harborview Dr	H&R	GH050680
22. 05-29-05	7700 Skansie Ave	NON	GH050683
23. 05-30-05	Pioneer Way & Stinson	NON	GH050686

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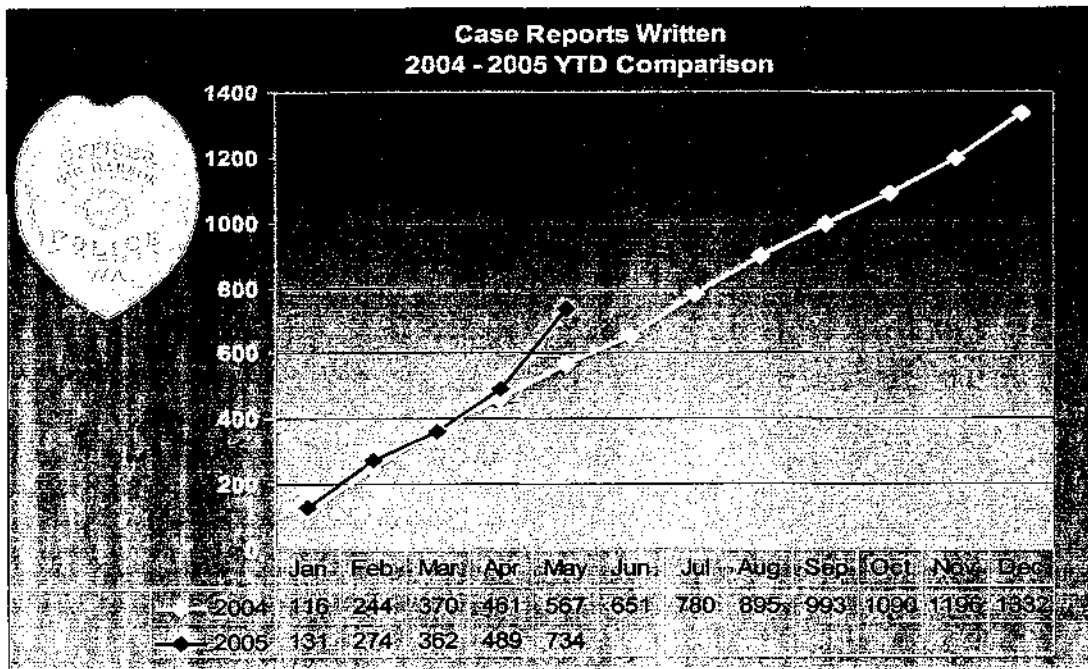
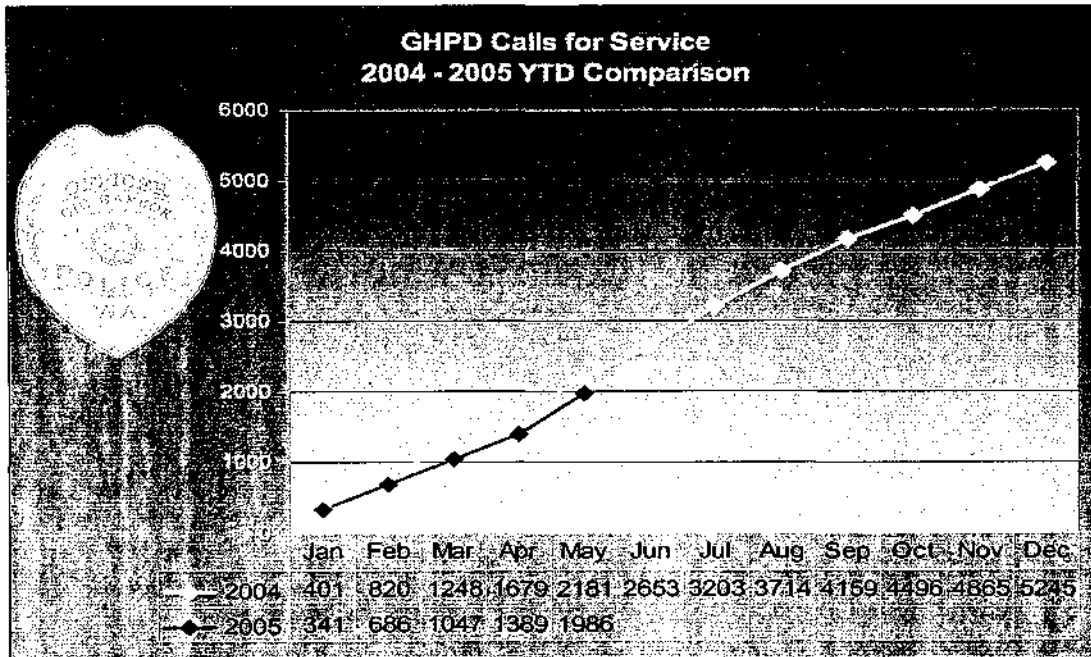


Category	May 2005					
	May 2004	May 2005	Change	YTD 2004	YTD 2005	Change
Calls for Service	502	434	-68	2181	1986	-195
General Reports	106	175	69	567	734	167
Criminal Traffic	15	5	-10	50	42	-8
Infractions	197	174	-23	475	526	51
Warrant Arrests	13	10	-3	42	46	4
Traffic Reports	12	23	11	103	84	-19
DUI Arrests	3	6	3	21	34	13
Misdemeanor Arrests	28	34	6	132	162	30
Felony Arrests	15	16	1	75	58	-17
FIR's	0	1	1	0	9	9

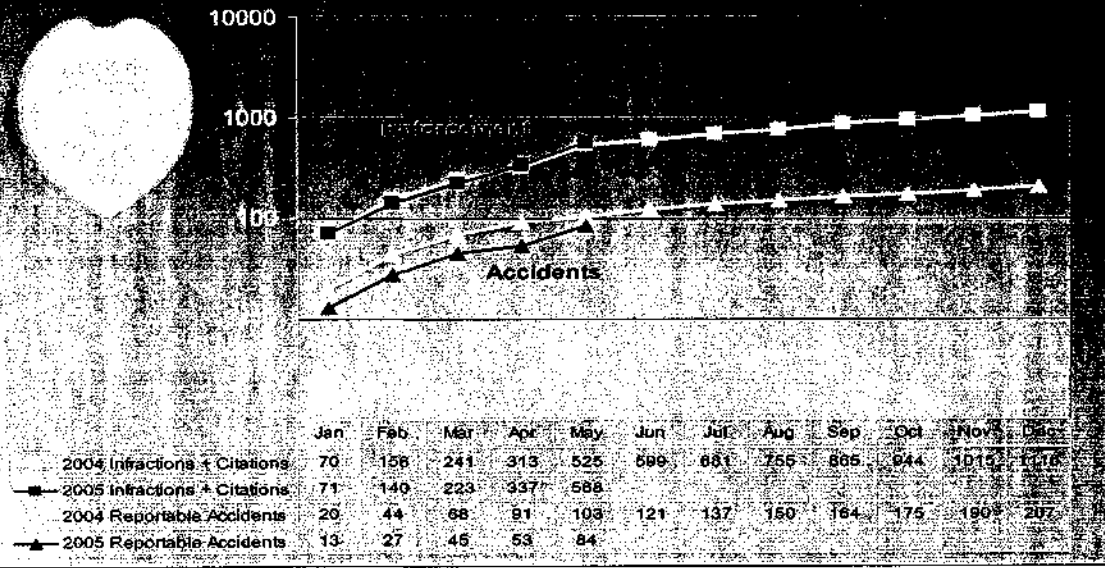


**POLICE**

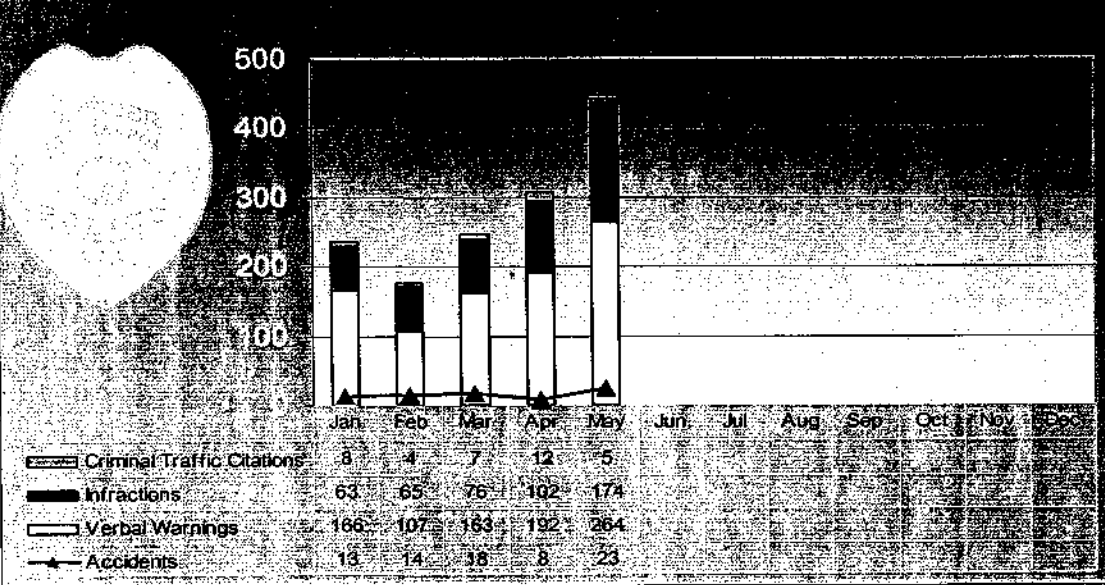
**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY STATISTICAL REPORT FOR MAY 2005**  
**DATE: JUNE 13, 2005**

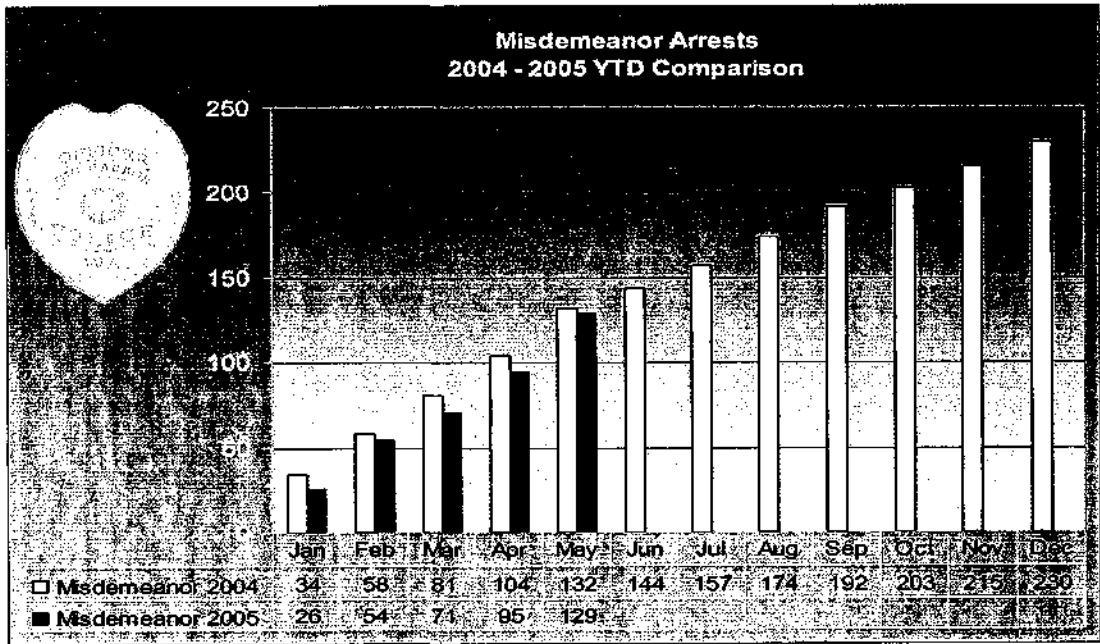
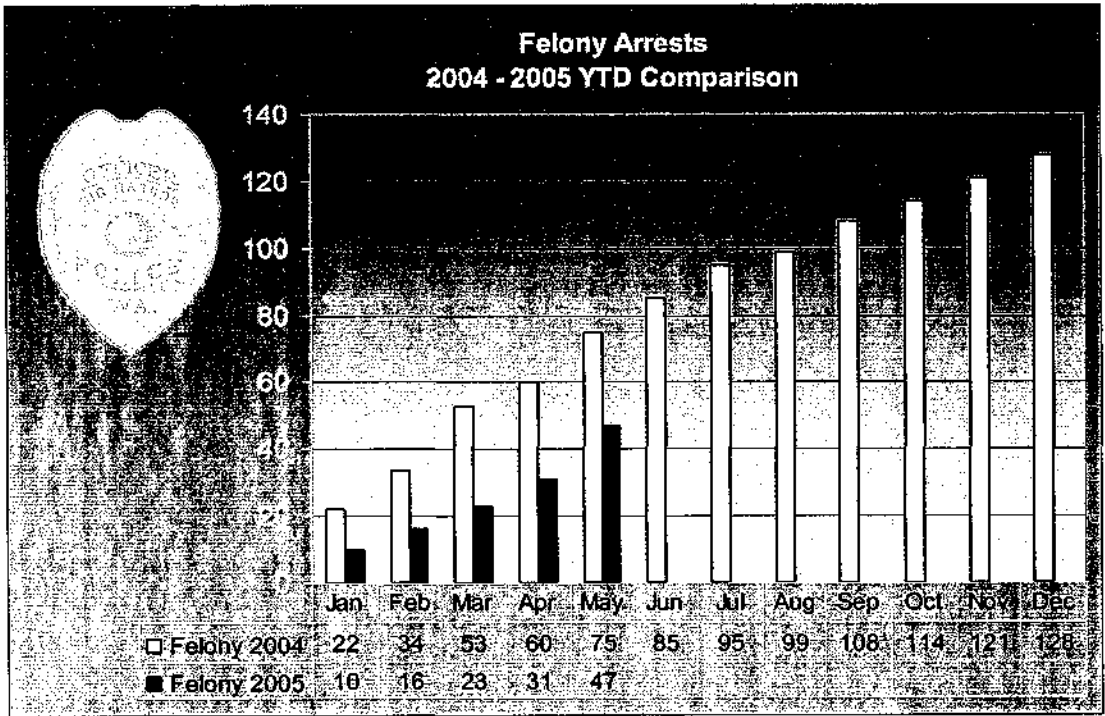


**Trends: Traffic Enforcements vs. Accidents  
2004 - 2005 YTD Comparison**

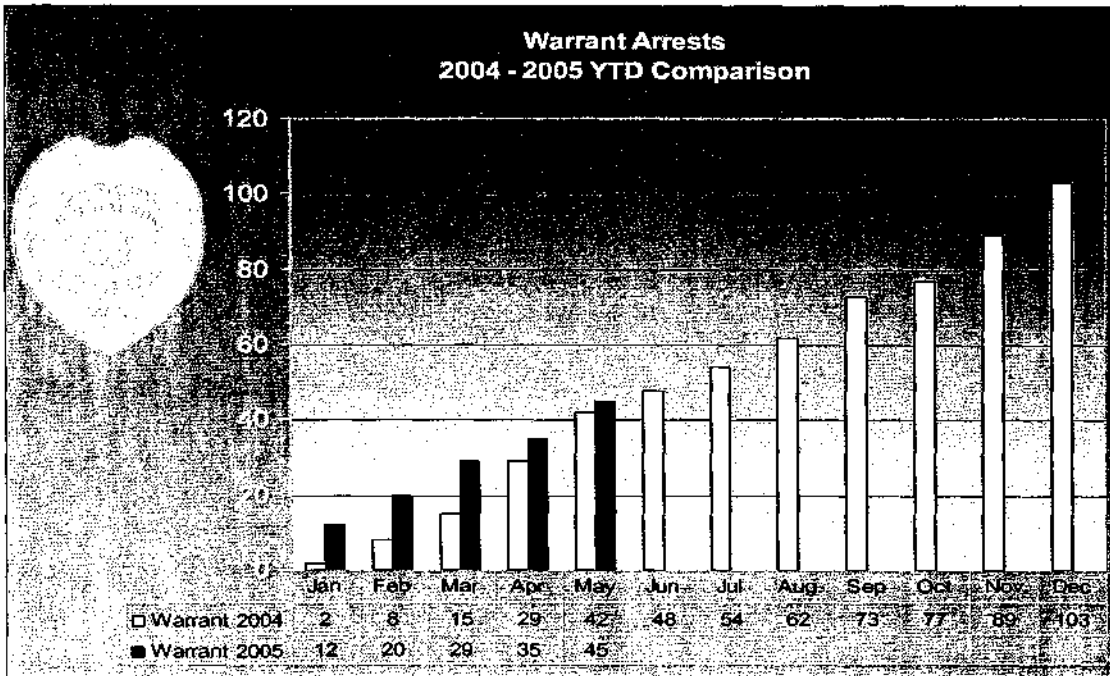
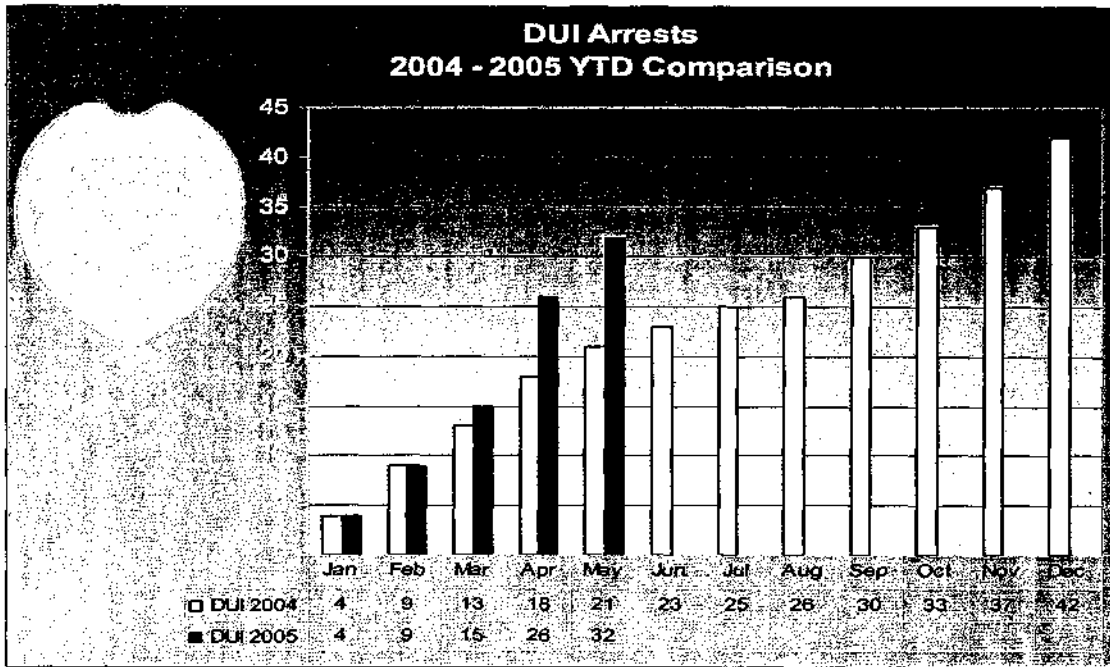


**2005 Traffic Enforcement vs. Accidents Comparison**











ADMINISTRATION

TO: CITY COUNCIL  
FROM: MAYOR GRETCHEN A. WILBERT  
SUBJECT: MAYOR'S REPORT  
*Progress at a Glance Throughout the Decade*  
DATE: JUNE 13, 2005

***During the previous decade...***

Completed acquisition of Helen Independence Wilkinson Park.

Completed acquisition of Skansie Brothers Park.

Developed Skateboard Park.

Successfully transitioned into the City of Gig Harbor Civic Center, an \$8.5 million dollar construction project on budget.

Settled 12 labor agreements with no disputes.

Developed interlocal agreement and provided support for recreational programming on the Gig Harbor and Key Peninsulas.

Developed a community art projects support program through the Gig Harbor Arts Commission.

Completed major roadway construction of Soundview Drive, Harborview Drive, Peacock Hill Avenue, Rosedale Street, Pioneer Way, Stinson Avenue, Pt. Fosdick Drive and Borgen Boulevard.

Replaced majority of water system with ductile iron water pipe.

Doubled sewer system capacity.

***In 2004-2005...***

Completed eleven consecutive years of clean audits and exemplary financial practices.

Initiated and concluded a time-constrained process that put the Eddon Boat bond issue before the voters.

Successfully negotiated and acquired a Westside Park property consistent with Westside aspirations expressed after the annexation process in 1997 and with the comprehensive elements of the parks plan.

Supported lighting scheme for Peninsula Recreation complex athletic fields that preserved Gig Harbor basin quality of life.

Upgraded job functions and pay of clerical staff in Community Development and technical finance staff members.

Sheperded Volunteer Center use of the Bogue Building.

Built BMX Park and Cushman Trailhead.

Developed planning outline and financial support (5 years - \$150K per year) for development of a Community Center with dedicated senior services.

Participated in financial development planning for a local YMCA.

Continued to support recreation interlocal agreement despite problems between other agencies.

Planned for financial support for the WCI, which culminated in a successful exchange.

Surveyed the customer service opinions of *every single 2004 permit applicant* through a survey that will be similarly distributed each year. All staff in Community Development will discuss the results of the survey and implement customer service adjustments for improvement in 2005.

Completed 13 years with no grievances or labor disputes.

Initiated a new format for the Design Review Board and adopted a new Design Manual.

In 2005, city staff members are committed to foster community participation in a community visioning that includes the downtown zones, leading to a grassroots community vision of desirable development and re-development in the downtown and waterfront area.

Complete information about 2005 city objectives can be viewed in the *City of Gig Harbor 2005 Annual Budget* at [www.cityofgigharbor.net](http://www.cityofgigharbor.net).