

# **Gig Harbor City Council Meeting**

**July 25, 2005  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
July 25, 2005 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**SPECIAL PRESENTATION:** Franciscan Health Care – Saint Anthony's Hospital.

**PUBLIC HEARING:** Planning Commission Recommendations for changes to Building Sizes.

**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 July 11, 2005.
2. Correspondence / Proclamations: a) AWC Loss Control Report Card.
3. Burnham Drive Sanitary Sewer Main Project – Consultant Services Contract.
4. Transportation Improvement Board Grant Application Preparation and Intersection Warrant Analysis – Consultant Services Contract.
5. Special Services Agreement with Pierce County Sheriff's Department.
6. Liquor License Renewals: Gig Harbor Yacht Club.
7. Gambling License Issuance: Sunset Grill; Tanglewood Grill; Old Harbor Saloon.
8. Approval of Payment of Bills for July 25, 2005:  
Checks #4766 through #47081 in the amount of \$430,409.58.

**OLD BUSINESS:**

1. Presentation - Gig Harbor North Traffic History and 2005 Preliminary Traffic Findings.
2. Second Reading of Ordinance – Adopting Finding and Facts Supporting the Continuation of the WM Moratorium.
3. Second Reading of Ordinance – Planning Commission Recommendation for Changes to Building Sizes.

**NEW BUSINESS:**

1. First Reading of Ordinance – Allowing Recovery of Emergency Response Costs and Authorizing the Creation of a New Fund for Acceptance.

**STAFF REPORT:**

1. David Rodenbach, Finance Director – Quarterly Finance Report.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF JULY 11, 2005

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

**CALL TO ORDER:** 7:03 p.m.

### **PLEDGE OF ALLEGIANCE**

**SPECIAL PRESENTATION:** Law Enforcement Support Agency

Mike Davis, Chief of Police, introduced the director of Law Enforcement Support Agency, John Pirak, who give a presentation on the services that LESA provides the city including internet service, records service, and 9-1-1 dispatch 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 June 27, 2005.
2. Correspondence / Proclamations: a) Letter from Dr. Russell Barber; b) Letter from Reyhner; c) Our Army: Celebrating 230 Years of Patriotic Pride.
3. Briarwood Pedestrian Improvement Project - Bannon Engineering, Inc. Contract.
4. Participation in the Law Loan/Government Purchase Plan Offered by the Yamaha Motor Corporation.
5. Wheeler Street End Park Landscape Design – Consultant Services Contract.
6. Approval of Payment of Bills for July 11, 2005:  
Checks #47550 through #47665 in the amount of \$217,394.55.
7. Approval of Payroll for the month of June: \$253,394.40 checks #3798 through #3836 and direct deposit entries.

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

### **OLD BUSINESS:**

1. Third Reading of Ordinance – Amendment to GHMC 17.98 Design Review Standards and Review. Rob White, Planning Manager, presented this ordinance that would allow the Design Review Board an opportunity to hold design review pre-application meetings and encourages DRB members to provide input on all non-residential, multi-family, and planned residential development.

**MOTION:** Move to adopt Ordinance No. 1006 as presented.  
Young / Conan – unanimously approved.

### **NEW BUSINESS:**

1. First Reading of Ordinance – Adopting Finding and Facts Supporting the Continuation of a Moratorium on the Acceptance of Applications for New Development

of Non-Residential Structures or Certain Types of Re-Development on Non-Residential Structures in the Waterfront Millville Zone for a Period of Two Months.

Councilmember Franich said that the draft ordinance "hit the high points" discussed during previous meetings and he looks forward to passing this at the second reading.

2. First Reading of Ordinance – Limiting the Size of Structures in the Waterfront Zones. Rob White, Planning Manager, explained that the Planning Commission felt it was important to address not only the WM zone, but the Waterfront Residential and Waterfront Commercial zones to ensure consistency. He gave an overview of the Planning Commission recommendations for building sizes in these three zones. He said that a comment from Mr. David Morris brought to light the possibility that the proposed ordinance may have unintentional affects on commercial areas in the UGA. Mr. Morris recommended that the Purdy area be addressed within the WC development standards.

Dave Freeman –Snodgrass Freeman Architects, 3019 Judson Street. Mr. Freeman presented information to Council regarding parking cars on commercial lots that would not reduce overall building size. He proposed an amendment to the Downtown Business District to include internalized or buried parking garages, but exempting them from the calculation of the overall building size. He said that this would allow a practical solution for parking without adversely impacting the intent to maintain smaller scale buildings. He read the proposed amendments and used drawings to illustrate the intent. Mr. Freeman then addressed questions from Council.

Councilmember Franich asked for clarification on whether the gross floor area of 6000 s.f. in the downtown area included parking garages, as "floor area" in the definitions section exempts garages. John Vodopich explained that the point being made by Mr. Freeman is that multiple buildings on the same site must be separated by non-penetrable firewalls, making it impractical for a parking garage.

Chuck Carlson - no address given. Mr. Carlson talked about the discussion by the Planning Commission to revise the Shoreline Master Plan to allow for rebuilding a non-conforming structure in the case of destruction in the residential zone. He voiced his concern that if this ordinance is passed, there would be nothing to protect the property owners in the interim. He said that he would feel more comfortable if language could be added to assure the ability to rebuild.

Councilmember Franich said he would like to arrive at a solution to address Mr. Carlson's concerns. He then asked for clarification for why gross floor area is not part of the recommendation for single-family in the Waterfront Commercial zone.

Dick Allen, Chair of the Planning Commission, explained that it is because this is a more intense zone than the others, making the increase in density more acceptable than in the other zones.

Councilmember Franich said that language needs to be added to clarify the intent. He then stated that it doesn't make sense to allow 6000 s.f. gross floor area per structure for commercial structures and attached residential in the WC zone, but only 3000 s.f. for single-family, adding that he is not in favor of limiting residential structures. He said that he would like to see consistency.

Councilmember Young asked Mr. Allen for clarification on why the building size limit is larger in the WR zone than in the WM zone. Mr. Allen responded that primarily, the lots in the Waterfront Millville zone are 50 feet or smaller. The buildings are older and smaller than what is typical in the WR zone.

Councilmember Franich continued to say that excluding parking structures will lead to the same oversized building problem that started this process. He added that he would only support this if the parking garages were underground. He then asked about Section 17.50.040 in the WC development standards in which a paragraph has been added regarding separation between structures abutting the DB district.

Rob White explained that this is a footnote added from another part of the code as it was more appropriate in this section. It was pointed out that the language may be in error and should read "not required" rather than "only required" in this paragraph. Staff was directed to take a look at this before the second reading.

Councilmember Franich said that the area north of Eddon Boat needs to be taken into consideration as well. He continued to say that he would like further discussion on the exclusion of parking garages in the WC zone, adding that parking garages are going to influence the face of Gig Harbor.

Mr. Allen explained that the Planning Commission had only been tasked with the Waterfront zones and not the Downtown Business. What drove the thinking about garages is the intensity of use. WM and WR are residential areas and they wanted to control the intensity of activity in these areas. Councilmembers discussed the need to further define underground parking garages.

Councilmember Franich then asked for clarification on the 3000 s.f. per structure for single-family in the WC zone, adding that he would like to see it increased to 6000 s.f. gross floor area, including garages. Councilmembers further discussed making it the same as the other structures in the WC zone.

Councilmember Dick said that there should be a difference in commercial and residential structures, as commercial properties are required to provide public amenities that residential properties are not.

Rob White explained that the Shoreline Substantial Development Permit allows the city to require commercial development to provide shoreline access or viewing opportunities. In addition, commercial developments are required to provide common

areas through the design manual. These are just two public amenities that would come from commercial development that are not required for residential.

Councilmember Franich restated that he would like to include garages in calculating the gross floor area in the WC zone until further work could be done on the definition of undergrounding. Rob White said that the appropriate place to address this would be in the design manual, and not in the development standards or the definition of gross floor area. Councilmember Franich said that he would support the ordinance if the word "underground" could be added. If the parking structure is above the ground, it has to be included in the calculation of square footage. He then asked staff to make that change to the draft ordinance before it comes back for the second reading.

Jeanne Dereby – 9221 Peacock Hill Ave. Ms. Dereby asked if an underground parking garage would be limited by the footprint or if it could go beyond the structure. Councilmembers said that this issue would have to be addressed by staff.

Councilmember Young recommended inclusion of the language recommended by Mr. Freeman regarding parking required for the structure. He reasoned that he did not want to create a market for a parking garage.

Jill Guernsey – 3224 Shyleen Street. Ms. Guernsey stressed that parking remains an issue and encouraged Council to address this with a separate ordinance. She then addressed Mr. Carlson's concerns about rebuilding after a disaster and before the ordinance can be approved by DOE. She suggested that an application could be taken in and held until the non-conforming/re-build ordinance has finished its course. Ms. Guernsey then thanked Chairman Allen for his leadership on the Planning Commission.

Doug Sorensen – 9409 North Harborview Drive. Mr. Sorensen asked Council to consider excluding daylight basements as well as garages in calculations in the Waterfront Residential District. Councilmembers pointed out that you can see a daylight basement from the water side, adding that they had discussed changing the ordinance so that a parking garage would have to be completely hidden from all sides. Mr. Sorensen said that regulating residential square footage is ridiculous, as it hasn't been necessary so far. He then talked about the 70 foot width along the waterfront residential area, stressing that there are very few that meet this size. He said that most lots are 25 feet wide and the houses in Ardena are non-conforming because the lots have never been combined. A 4000 square foot house would not be allowed on these small lots.

Councilmember Franich commented that the same rationale could be used for basements in calculating square footage if they are totally underground.

Councilmember Young talked about the need to regulate structures that are totally out of character and scale for the neighborhood. He added that a 3600 s.f. residence does not harm the character of Gig Harbor. He suggested raising the limit to a 2500 s.f. footprint and a 5000 s.f. total. He said that he would like to see any data that the Planning Commission may have in regards to their recommended limits. If nothing

exists, then perhaps staff could compile information on the existing structures in the waterfront zones to review before the ordinance is adopted limiting residential to 3500 square feet.

John Vodopich said that staff had distributed a map that showing building footprints. Councilmember Young said that the footprint doesn't show overall size.

Councilmember Franich agreed, adding that he has a problem with limiting single family residences. He said that he would also like to understand how the Planning Commission arrived at the recommended size limitations.

Chuck Carlson – 3505 Harborview Drive. Mr. Carlson spoke in favor of exempting basements in the calculation of single family dwellings if Council adopts the proposed limitations on size.

Rosanne Sachson – 3502 Harborview Drive. Ms. Sachson reminded Council what had occurred last summer when many citizens showed up to the meetings and Council promised to hold a charrette. She stressed that the city cannot keep focusing on just one area, as the whole town needs to be addressed. This should be done with a facilitator so that everyone can be heard. She talked about her house which is small in size but the tallest structure on Harborview, adding that because of the double lot, a very large house could be built that would block views. This type of issue should be considered as part of the "big picture" that involves all of Gig Harbor. She then talked about regulating vegetation and what would be the result of allowing 6000 s.f. for both commercial and residential buildings in the waterfront areas. She encouraged Council to pass the RFP for the charrette in order to get the process going.

#### **STAFF REPORT:**

1. Edwards Street Speed Study. John Vodopich explained that the results of the report indicate that over the seven-day period there was no excessive speeding on Edwards Street. He added that additional signage will be installed.

2. John Vodopich, Community Development Director: Draft RFP for Building Size Charrette. John Vodopich explained that a draft proposal had been circulated within the Community Development Committee and staff is asking for direction of whether to proceed.

Jeanne Dereby – 9221 Peacock Hill Avenue. Ms. Dereby spoke in support of the charrette, but asked for clarification for the purpose. She explained that the charrette concept was a result of the citizens requesting input into the process to determine a vision for the future of Gig Harbor. She said that limiting the charrette to building size was not the desire of the citizens or the Council, and without a vision for the future, only half the job will have been done. She recommended moving forward with a visioning charrette.

Councilmember Ruffo asked for clarification on how long the charrette process would take, and then voiced concern with the timing as there may be new Councilmembers on January 1<sup>st</sup>. Councilmember Conan said that he shares the same concern. He said that he would like to see the process postponed until after the first of the year to allow the new Design Review Manual to be tested, to complete the work in the view basin and to wait for the new Council.

Councilmember Franich said also agreed about the timing of the charrette. He said that he respects the comments made by Ms. Sachson and Ms. Dereby, adding that many community concerns came out during those workshops. The community questioned the direction that staff and the Council were taking as well as interpretations of the code. Much work has been done on design review since that time, and the community should be proud of the results when it is completed. He said that he also would like to give some time to see the results of these efforts and agreed with the comments to postpone the charrette process until after the election.

Councilmember Young said that the main concern that brought about the work sessions, the downtown building sizes, is now being addressed. He agreed that there are broader issues city-wide. He suggested that during the upcoming budget cycle, that the amount to complete the charrette process be increased to encompass the entire city.

Councilmember Franich asked why Council, staff and the community could not come together and do this without spending \$50,000 or \$100,000? Councilmember Young said that it is because of the way you obtain the information and what you do with it.

**MOTION:** Move to discuss the scope and intent of the charrette process as part of the upcoming budget cycle and that the process move forward in January, 2006.  
Ruffo / Conan – unanimously approved.

3. Mike Davis, Chief of Police: June Stats. No verbal report given.

**PUBLIC COMMENT:**

Rosanne Sachson. Ms. Sachson said that she had been involved in a number of charrettes, and said that Councilmembers should have looked into what a charrette process involves before taking action. She recommended that they do so before the discussions take place during the budget cycle. She said that if a visioning charrette had already taken place, the ideals would be well-known for those citizens who will be campaigning. She warned Council about "boxing in" the process adding that there are many more people out there with lots to say. She suggested having staff do a preliminary charrette as it has been a year since it was promised.

Councilmember Franich said that he would contact her to learn more about the charrette process.



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

Mayor's Report – Vision for Moving Forward. Mayor Wilbert asked Council to review the last few Mayor's Reports to gain insight on what the public has asked of her. These items will be discussed at the upcoming Council Retreat.

Councilmember Paul Conan reported that he serves on the Chapel Hill Church Board, and offered to give a tour of the completed expansion project. He said that Wednesday night at 5:00 p.m. he and Chuck Hunter will walk a group through the project.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Council Retreat – August 8, 2005. Civic Center Community Rooms A & B at 12:00 noon.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:04 p.m.  
Franich / Ruffo – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 20.  
Disc #2 Tracks 1 – 16.

---

Gretchen A. Wilbert, Mayor

---

Molly Towslee, City Clerk



Association of Washington Cities  
Risk Management Service Agency

# Loss Control Report Card For the City of Gig Harbor

In accordance with  
AWC RMSA Best Practice Standards



*overall excellent results!  
all department heads are taking  
an active roll in risk management  
and loss control.*

*FC*

Completed By: FRED COUNLEY  
Date: JULY 12, 2005

The Association of Washington Cities (AWC) Risk Management Service Agency (RMSA) is a pool of cities that have joined together to manage municipal risk. Every member of the pool has a vested interest in proactively evaluating risk and taking corrective action to reduce or eliminate such risk. *This compliance Report Card is provided to assist in this process.*

**This report summarizes the findings of your annual loss control inspection.** It is a snapshot view of your city from a risk management perspective and was completed by your AWC RMSA loss control specialist using industry common "Best Practice" loss control standards. These standards apply to all departments within your municipality and address such areas as:

- ✓ Policies and Procedures
- ✓ Administrative Practices
- ✓ Personnel Management
- ✓ Facility Management

The overall objective of this risk management program is to identify risk exposures that lead to liability and property losses and to mitigate those findings through responsible management practices.

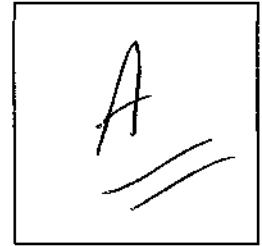
The Loss Control Standards, the Deductible-Rating Program, and On-Site Inspections are the backbone of the AWC RMSA Loss Control program.

Based on your annual loss control visit, your city will be given a grade determined by the percentage of the compliance with the AWC RMSA loss control standards. Your grade corresponds to a deductible. Deductibles will be implemented six months after the date of this report unless corrections are made to raise your grade. Requests to be re-graded can be made at any time.

<b>% of Standards Met</b>	<b>Grade</b>	<b>Deductible</b>
90-100%	A	0
80-89%	B	\$250
70-79%	C	\$500
60-69%	D	\$750
59% and below	F	\$1,000

Questions can be directed to Fred Crumley at the AWC RMSA  
1-800-562-8981 [fredc@awcnet.org](mailto:fredc@awcnet.org)

**2005**  
**Annual Loss Control Report Card**  
**For**  
**City of Gig Harbor**



Your Grade

**RMSA Contact: Molly Towslee**

**General Local Government**

Do you consult legal counsel prior to any employee termination? RMSA Hotline or City attorney?	✓
Date of Personnel Manual <u>2004</u> Reviewed by city attorney?	✓
Are all employees receiving annual job performance evaluations?	✓
Have all supervisors received some sort of Personnel training in the past 3 years? e.g. Harassment, diversity, employee discipline, performance evaluations, investigations, leave, disability, etc.	✓
Have you reported all changes in property values (new construction and/or major remodeling) to RMSA?	✓

**Facilities for Rent** (Community Centers, Picnic Areas, etc)

Do you have a specific rental agreement form for each facility?	✓
Has RMSA or the city attorney reviewed the form?	✓
Does the form require the user to clean up and pay for any damages?	✓
Is there a Hold Harmless paragraph incorporated in the agreement?	✓
Are alcohol sales controlled and is police security provided when alcohol is being used?	✓
Do you require certificates of insurance whenever possible, naming the city as an additional insured?	✓

**Vehicles**

Do you normally check the Motor Vehicle Records prior to the hire of new employees?	✓
Have all employees and volunteers who drive city vehicles attended a defensive driving course in the past three years?	✓
Have all operators been briefed on proper security of the vehicle and it's contents?	✓

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

**Public Works Director: Dave Brereton**

**Public Works**

Does the city have a documented sidewalk inspection and maintenance program?	✓
Is there a system to log (document) citizen complaints and a timely investigation of complaints?	✓
Is there an ordinance requiring adjacent property owners to clear snow, ice and other obstructions from sidewalks.	✓
Do you have a documented inspection program for streets, traffic signs, and streetlights and a system to prioritize maintenance and repairs?	✓
Does the city have a Sewer Use Ordinance?	✓
Are all pump stations equipped with visual, aural, or automatic dialer system?	✓
Is there a written sanitary sewer overflow response plan for the city?	✓
Is there a documented system of sewer inspections?	✓

**Fire Protection and Security**

Are all fire extinguishers inspected on an annual basis?	✓
Are all exits properly marked and paths of egress kept clear?	✓
Are all flammable materials properly stored?	✓
Do all facilities have a way to secure valuable items/property? i.e. locks, fences, etc	✓

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

Parks and Recreation Director: DAVE

**Playgrounds/Parks**

Do all parks and playground equipment meet Consumer Product Safety Commission guidelines?	✓
Is there proper cushioning material under all play equipment? 6" sand, pea gravel or wood chips?	✓
Are documented inspections done for parks and play equipment at least twice annually?	✓

**Athletic Fields**

Are there <u>documented</u> inspections of field conditions and regular maintenance of athletic facilities?	✓
Do bleachers meet Uniform Building Code guidelines? (Greater than 40" high must have back and side rails)	✓

**Supervised Programs**

Are criminal background checks done on all employees and volunteers who work with children and seniors?	N/A
Is staff trained in first aid/CPR?	✓
Do you require a parental/guardian signature on a liability-waiver-form explaining risk of injuries?	✓
Is there a parental/guardian signed release form for emergency medical treatment?	✓
Have all forms and agreements been reviewed by RMSA or the City Attorney?	✓

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

**Police Chief: Mike Davis**

**Police Department**

Do you have written policies or procedures for handling citizen complaints?	✓
Is there a policy requiring Academy training prior to independent field duty?	
Do you have a formal policy for review of all critical incidents and vehicle accidents?	
Was Domestic Violence training completed this year for all field officers?	
Have all officers completed Use of Force training this year?	
Has EVOC training been completed this year?	
Civil Liability training completed this year?	
Is there an up to date training folder for all officers?	
Does the Policy and Procedures manual contain a chapter on: Domestic Violence?	
Does the Policy and Procedures manual contain a chapter on: Use of Force?	
Does the Policy and Procedures manual contain a chapter on: Warrants, Searches, & Seizures?	
Does the Policy and Procedures manual contain a chapter on: Pursuit?	
Does the Policy and Procedures manual contain a chapter on: Bloodborne Pathogens?	
Does the Policy and Procedures manual contain a chapter on: Report Writing?	
Is the Policy and Procedures manual on the computer or on some other digital media?	✓

Legend:

- ✓ = Meets Standards
- X = Does Not Meet Standards
- N/A = Does Not Apply

## What are Risk Management and Loss Control?

The risk management function is a disciplined process to identify and analyze exposures; and to take actions to prevent, reduce, retain or transfer various levels of risk. Loss control is a process of controlling (preventing) losses. It is an element of risk management.

There are three basic steps in the risk management process. The first is to identify risks, the second is to control risks, and the third is to evaluate the risk management program and revise as necessary.

The risk management process is neither one-time nor static; it is continuing in nature. Government services are highly dynamic: employees change; new equipment is bought; new facilities are built; existing equipment and facilities begin to wear out; services and programs change; and laws change. To respond to these changes, a successful risk management program requires continuous evaluation and management.

## Why A Loss Control and Risk Management Program?

Loss control and risk management seek to minimize and control the chance of loss by identifying and treating risks and exposures before they become claims.

Courts continue to award ever increasing damages to plaintiffs who successfully sue municipalities. Valuable assets (human, financial and capital) continue to be injured, lost or damaged.

Effective risk management by a local government is essential, especially as insurance premiums continue to rise, as local government immunity is eroded, as medical health care costs escalate, as the public becomes more claims conscious and litigious, as agencies begin to mandate certain loss control measures, and as competition for scarce revenues increase.

Active loss control programs have historically proven to reduce injuries, lawsuits, and insurance premiums. This is your loss control program. It will only be effective if it is supported by senior staff, employees, and elected officials. We encourage your support and participation

## RMSA Membership

Airway Heights	Farmington	Kalama	Pe Ell	Spangle
Algona	Ferndale	Kettle Falls	Port Orchard	Springdale
Beaux Arts Village	Forks	La Center	Poulsbo	Toledo
Brier	Friday Harbor	Lamont	Rainier	Twisp
Bucoda	Gig Harbor	Langley	Raymond	Wapato
Carnation	Gold Bar	Latah	Ridgefield	Waverly
Castle Rock	Granger	Morton	RiverCom 9-1-1	Wenatchee
Darrington	Harrah	Mossyrock	Rockford	West Richland
Deer Park	Harrington	Naches	Roy	Winlock
DuPont	Hunts Point	North Bend	Ruston	Winthrop
Eatonville	I-COM 9-1-1	Oakesdale	Sequim	Yacolt
Ellensburg	Ilwaco	Odessa	Si View MPD	Yelm
Fairfield	Index	Orting	South Prairie	



## **AWC RMSA Member Loss Control Programs and Services**

- ▶ **On-Site Mayor and Council Training**
  - “Roles and Responsibilities”
  - “Meetings, Meetings, Meetings”
- ▶ **On-Site Land Commission / Planners Training**
  - “Land Use Decision Making”
- ▶ **Land-Use Litigation Reduction Program**
- ▶ **Land-Use Hotline**
  - Free direct access to RMSA attorney on any questions relating to land use, zoning, permitting, etc
- ▶ **Regional Personnel Training**
  - “Managing Employees and Maximizing Performance”
  - “Practical Solutions to Complex Employee Issues”
  - “Respect and Professionalism in the Workplace”
- ▶ **Police Department Accreditation Assistance**
- ▶ **Personnel Hotline**
  - Free access to RMSA attorney on any matter relating to personnel issues
- ▶ **WASPC Assessment Center for assistance in hiring new police Chief**
- ▶ **Video Loan Library**
  - 122 videos for staff, supervisors, and electeds
- ▶ **Contract Review**
- ▶ **Managing Your Risk Newsletter**
- ▶ **Two Annual Grant Programs**
- ▶ **Scholarships for registration to many AWC events.**
- ▶ **Annual, on-site Loss Control Visits**



Risk Management Service Agency  
1076 Franklin St SE  
Olympia, WA 98501  
(360) 753-4137  
[www.awcnet.org](http://www.awcnet.org)





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: GUS BRANDON GARCIA**  
**ASSOCIATE ENGINEER**  
**SUBJECT: BURNHAM DRIVE SEWER MAIN REPLACEMENT PROJECT**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: JULY 25, 2005**

**INTRODUCTION/BACKGROUND**

A budgeted objective for 2005 includes the reconstruction of a portion of the existing sanitary sewer main located in the 11000 block of Burnham Drive. Preparation of plans, specifications and estimate are necessary to design and construct the sanitary sewer facility.

Hammond Collier Wade Livingstone (Consulting Engineers) was selected to perform the design work for this project based on their understanding of the project, familiarity with the area and extensive municipal sewer utility design experience.

The scope includes the preparation of plans, specifications and estimate for the entire design of the project.

**POLICY CONSIDERATIONS**

Hammond Collier Wade Livingstone (Consulting Engineers) is able to meet all of the City's standard insurance provisions for professional services contracts.

**FISCAL CONSIDERATIONS**

This project was anticipated in the adopted 2005 Budget and is within the 2005 Sewer Capital Construction allocation of \$250,000.00, Objective No. 3. Engineering costs associated with this project to date include survey services amounting to \$4,565.00 with a balance remaining of \$245,435.00.

**RECOMMENDATION**

Staff recommends that the Council authorize the execution of the Consultant Services Contract with Hammond Collier Wade Livingstone for design of the Burnham Drive Sewer Main Replacement Project in the amount not to exceed Forty-six Thousand Seven Hundred Twelve Dollars and No Cents (\$46,712.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HAMMOND COLLIER WADE LIVINGSTONE**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hammond Collier Wade Livingstone, a corporation organized under the laws of the State of Washington, located and doing business at 7502 Lakewood Drive West, Suite D, Lakewood, Washington 98499 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the final design of the Burnham Drive Sewer Line Replacement 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 July 20, 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 Forty-six Thousand Seven Hundred Twelve dollars and zero cents (\$46,712.00) 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**. 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 September 30, 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 Work and Cost 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 as follows:

CONSULTANT  
Robin Nelson, P.E., President  
Hammond Collier Wade Livingstone  
4010 Stone Way North, Suite 300  
Seattle, Washington 98103-8090  
(206) 732-2015

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

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

By: CONSULTANT  
*[Signature]*  
Its Principal / PRESIDENT

By: \_\_\_\_\_  
CITY OF GIG HARBOR  
Mayor

Notices to be sent to:  
CONSULTANT  
Kenneth Gunther, P.E., Principal  
Hammond Collier Wade Livingston  
7502 Lakewood Drive W., Suite D  
Lakewood, Washington 98499  
(253) 472-1992

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 King )

I certify that I know or have satisfactory evidence that Robin Nelson 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 President of Hammond Collier Wide Livingstone Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 20, 2005

Mara L. Elmer

MARA L. Elmer  
(print or type name)  
NOTARY PUBLIC in and for the  
State of Washington, residing at:  
King County

My Commission expires: 10/1/08



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*

To  
PROFESSIONAL SERVICES AGREEMENT  
Between  
CITY OF GIG HARBOR  
And  
HAMMOND COLLIER WADE LIVINGSTONE  
BURNHAM DRIVE SEWER PUMP STATION & FORCEMAIN

#### **PROJECT DESCRIPTION**

The City of Gig Harbor has requested professional engineering services to complete the design for sanitary sewer improvements along Burnham Drive to coincide with Pierce County culvert replacement at McCormick Creek. Pierce County will replace the existing 36 inch culvert with a new 60 inch culvert complying with fish passage requirements outlined by the Washington State Department of Fish and Wildlife.

As a result of the culvert improvements, the franchise sewer utility owned by the City of Gig Harbor will be impacted by the Pierce County project. The City will be required to coordinate their utility to accommodate the new culvert improvements. The timing for this coordination must coincide with the Pierce County project schedule.

The existing sewer flows to the north along Burnham Drive where it discharges into an existing lift station near Woodhill Drive. Currently, the alignment of the sewer crosses the creek along the east side of the road just beyond the existing wing walls for the culvert inlet. As a result of the improvements the wing walls will be extended and log weirs at the inlet placed to adjust hydraulic grade of the stream for fish passage. The adjustments to the east inlet of the creek nearly expose the existing 12 inch PVC sewer main. Furthermore, the roadway is in a sag curve profile placing the sewer at a low point in the roadway with minimal cover. The sewer is currently at critical grade and adjustments to the profile will not maintain gravity flow.

Therefore, a packaged submersible pump station will be installed to pump the sewage through a forcemain under the new culvert within the road prism. The crossing under the creek would be jack and bored to install a casing to host a 4 inch ductile iron forcemain. An analysis to site the pump station will be part of the scope of work.

Hammond Collier will use the services of Landau and Associates to provide one soil boring at the proposed pump station site to be determined. This information will be used to evaluate soil bearing capacity for the new wet well and appurtenances. Hammond Collier will also use the services of Sparling, Inc. to provide the necessary new electrical service, pump controls integration, and coordination with power utility for location of power drop.

We propose to use the Miltronics Multi-Ranger controller and ultra-sonic transducer along with redundant level sensors for high/low alarms and pump shut off. Upon determining the flow and pumping head, Hammond Collier will size the package pumping station.

## SCHEDULE

The following schedule is anticipated provided that the Notice to Proceed is issued on or before August 1, 2005 and that completion of the bid documents will correspond with Pierce County construction window to replace existing culvert.

### PROJECT TASKS:

#### TASK No. 1 – PROJECT MANAGEMENT

- 1.1 Coordination with the City to ensure work is completed timely and within budget. Monthly statements of progress will be prepared summarizing the project status, fees invoiced, and remaining budget.
- 1.2 A sub-consultant agreement will be developed for Landau and Associates. This subtask will also include coordination with Hammond Collier and sub-consultant staff to insure that the work is completed on budget and on schedule.
- 1.3 Quality assurance and quality control (QA/QC) will be provided as part of this subtask. Deliverables will be reviewed in-house to ensure quality and accuracy of the final deliverable.
- 1.4 Formal project meetings will be held with the City and others involved in the project to discuss deliverables and solicit review comments. Project meetings will include a meeting with the City at about 50% completion of construction documents, and a meeting at 90% completion of construction PS&E.

#### TASK No. 2 – TOPOGRAPHIC SURVEY & GEOTECHNICAL SUPPORT

Provide additional field survey to better define site characteristics for proposed pump station site to be determined. The majority of services under this task will be completed by Landau and Associates, acting as a subconsultant to Hammond Collier Engineers. The scope of these services would be to conduct one boring at the proposed pump station site to determine soil characteristics and bearing capacity to support submersible pump station and appurtenances.

- 2.1 Conduct one boring at a site to be determined for new pump station. The boring will be approximately 20 feet deep using a truck mounted drilling rig. The geotechnical consultant will prepare a boring log with characterization of soils column, presence of groundwater, and pertinent observations during drilling. The geotechnical consultant will then calculate bearing pressure of soils at foundation elevation for new pump station and provide a technical memorandum discussing findings and conclusions developed from site observations, underlying materials characterization, and surrounding area.
- 2.2 Compile field survey information and develop preliminary base maps. This work will include mapping all field survey information as well as importing already existing information dated 3/30/05 from Prizm Surveying, Inc. of roadway and features along Burnham Drive from Woodhill Drive NW south approximately 250 LF beyond McCormick Creek. Then develop base maps of the project site to include plan and profile for along Burnham Drive and site plan with elevations of new pump station

- 2.3 This subtask will involve a return trip to the project site to locate vertical and horizontal information on all geotechnical borings that are drilled, plus any other survey pickups that are deemed necessary prior to proceeding on to final design.

**Assumptions:**

- City will request utility locates to incorporate into field survey and base mapping. Utility locates should be completed prior to mobilizing survey crew.
- City to provide consultant with record drawings of utilities within the construction zone to minimize potential for conflicts during construction.

**TASK No. 3 – PLANS, SPECIFICATIONS AND ENGINEERING**

- 3.1 Conduct site visit with City staff to determine available site for new package pump station. Conduct hydraulic analysis to determine flow and system curve conditions. Research and determine appropriate pump and manufacture to meet system demands. Size forcemain and determine alignment. Complete plan and profile of sewer pressure main and new connection to existing collection improvements.
- 3.2 Coordinate with Pierce County for design alignment of new forcemain and confirm that conflicts do not exist with new box culvert, and other pertinent underground utilities.
- 3.3 Prepare plan view, site plan, sections for package pump station and details to support horizontal and vertical alignment design.
- 3.4 Prepare restoration details for landscaping and paving as necessary.
- 3.5 Prepare 50% plans and specifications for the proposed improvements.
- 3.6 Attend a design review meeting with the City, and Pierce County as necessary and Incorporate City and Pierce County review comments and requirements.
- 3.7 Prepare 90% plans, specifications, and cost estimates for the proposed improvements and submit for review.
- 3.8 Attend a design review meeting with the City, and Pierce County as necessary and Incorporate City and Pierce County review comments and requirements.
- 3.9 Prepare final plans, specifications, and submit one copy to City, one copy to Pierce County, plus one electronic copy for transmittal to City for obtaining the Right of Way Permit.
- 3.10 Issue construction documents to City for bid solicitation.

**Assumptions:**

- Special Provisions will be based on the APWA/WSDOT Standard Specifications format.
- ACAD layering will conform to Hammond Collier formatting standards consistent with APWA formatting standards.

**City Responsibilities:**

- City to review the 50% and 90% bid documents and provide review comments within two weeks of receiving the documents.

**Deliverables:**

- Construction cost estimates at 90% and submittals of PS&E.
- Five (5) copies of 22" x 34" 50% and 90% plans to City to deliver to others, including the City of Gig Harbor and Pierce County.
- One reproducible set of bid documents.

**TASK No. 4 – BIDDING ASSISTANCE**

- 4.1 Provide interpretations and clarifications for plans and specifications during bidding. Provide written response to be included in addendum(s) summarizing questions and responses for all bidders. Preparation of up to two addenda as necessary to clarify or correct contract documents.

**Assumptions:**

- A pre-bid walk-through is not necessary.

**City Responsibilities:**

- The City will advertise the Call for Bids and pay the newspaper(s) directly.
- The City will distribute construction documents to contractors, subcontractors, material suppliers and plan centers and track plan holders on a master list.
- The City will distribute any addenda to the appropriate parties.
- The City will facilitate bid opening, prepare bid tabulation, and prepare contracts for execution.
- City to send out Notice of Award using information provided by consultant.

**Deliverables:**

- Prepare up to two addenda, if needed.

**TASK No. 5 – LIMITED CONSTRUCTION MANAGEMENT**

5.1 Limited Contract Administration

- Advise and consult with the City during the Construction Phase.
- Review all materials and equipment submittals to ensure conformance with the plans and specifications.
- Conduct three (3) site observations to review contractor progress, compliance with intent of contract Documents, and coordinate with City resident inspector.



## 5.2 Record Drawings

- Upon completion of project, prepare a set of record drawings for the City based on the Contractor's and Inspector's observations and field measurements. One draft review set of plans will be submitted to the City for review and comment. After revisions are made, one set of final full-size mylar drawings will be provided.

### **City Responsibilities:**

- City to arrange and provide meeting facilities for preconstruction conference.

### **Deliverables:**

- Response to up to 20 RFI/RFCs by the contractor.
- Written approvals/comments on contractor's submittals.
- Submittal of monthly partial payment estimates for District execution.
- Written punchlist for tracking construction completion.
- Letter to City recommending acceptance of the project and issuance of final change order (if any) documenting final contract amount.

CITY OF GIG HARBOR												
BURNHAM DRIVE SEWER IMPROVEMENTS												
HAMMOND, COLLIER & WADE - LIVINGSTONE ASSOC., INC.												
PROFESSIONAL ENGINEERING SERVICES SUMMARY												
TASK NO.	TASK	PROJECT MANAGER	PROJECT ENGINEER	PROJECT SURVEYOR	SURVEYOR	SR. CADD OPERATOR	CADD OPERATOR	WORD PROCESSING	HOURS	Subconsultant Landau Associates	Subconsultant Sparling Inc.	TOTAL FOR EACH TASK
1	PROJECT MANAGEMENT											
1.1	Project Administration	20							20			\$3,000.00
1.2	Coordination with Subconsultants	8							8			\$1,200.00
1.3	Principal Oversight QA/QC	12							12			\$1,800.00
1.4	Project Meetings	12							12			\$1,800.00
2	TOPOGRAPHIC SURVEY & GEOTECHNICAL SUPPORT											
2.1	Geotechnical Soils log & Tech Memo		2						2	\$4,500		\$4,746.00
2.2	Prepare Base Maps					4	12		16			\$1,352.00
2.3	Utility pickups and locate boring			2	8		4		14			\$1,120.00
3	PLANS, SPECIFICATIONS AND ENGINEERING											
3.1	Site Visit along with Pump Design		8						6			\$738.00
3.2	Coordination with Pierce County PS&E		4						4			\$492.00
3.3	Pump Station Design Development		18						16	\$3,500		\$5,468.00
3.4	Prepare restoration details		8						8			\$964.00
3.5	Prepare 50% PS&E submittal		24			2	32	6	64	\$500		\$6,486.00
3.6	Conduct Design Review & incorporate City review comments		4						4			\$492.00
3.7	Prepare 90% PS&E submittal		16			2	24	4	46	\$500		\$4,768.00
3.8	Conduct Design Review & Incorporate City review comments		4						4			\$492.00
3.9	Prepare Bid Documents		12			2	8		22	\$500		\$2,808.00
3.10	Issue Bid Documents to City		4						6			\$602.00
4	BIDDING ASSISTANCE											
4.1	Respond to Bidder questions, prepare Addenda		8						2	10		\$1,094.00
5	CONSTRUCTION PHASE SERVICES											
5.1	Limited Construction Administration		34						34			\$4,162.00
5.2	Prepare Record Drawings	2				4	24		30			\$2,588.00
<b>TOTAL ESTIMATED HOURS BY LABOR CATEGORY</b>		<b>54</b>	<b>142</b>	<b>2</b>	<b>8</b>	<b>14</b>	<b>104</b>	<b>14</b>	<b>339</b>	<b>\$4,500</b>	<b>\$5,000</b>	<b>\$46,212.00</b>
<b>HOURLY RATE</b>		<b>\$150.00</b>	<b>\$123.00</b>	<b>\$104.00</b>	<b>\$75.00</b>	<b>\$104.00</b>	<b>\$78.00</b>	<b>\$65.00</b>				
<b>EST. PERSONNEL CHARGES BY LABOR CATEGORY</b>		<b>\$8,100.00</b>	<b>\$17,466.00</b>	<b>\$208.00</b>	<b>\$600.00</b>	<b>\$1,456.00</b>	<b>\$8,112.00</b>	<b>\$770.00</b>				<b>\$46,212.00</b>
<b>DIRECT NON-SALARY COSTS (TRAVEL &amp; REPROGRAPHICS)</b>												<b>\$500.00</b>
											<b>Total:</b>	<b>\$46,712.00</b>



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: GUS BRANDON GARCIA** *[Signature]*  
**ASSOCIATE ENGINEER**  
**SUBJECT: TRANSPORTATION IMPROVEMENT BOARD GRANT APPLICATION**  
**PREPARATION AND INTERSECTION WARRANT ANALYSIS**  
**- CONSULTANT SERVICES CONTRACT**  
**DATE: JULY 25, 2005**

**INTRODUCTION/BACKGROUND**

On-call Professional Services are required to assist staff in the preparation of Transportation Improvement Board (TIB) grant application(s) for the construction of the Olympic Drive/56<sup>th</sup> Street and 56<sup>th</sup> Street/Point Fosdick Drive Improvement Projects. The construction of the referenced street projects is contingent upon the successful procurement of TIB grant funding.

Additionally, as part of the 2005 Budget objectives in the Street Operating Fund (101) an analysis of the intersection of Hunt Street and Soundview Drive is to be performed. On-call Professional Services are required to assist staff in the preparation of a warrant analysis of the intersection. Warrant analyses are used to ascertain the safety and functionality of the vehicular intersections.

Review of the consultant roster and an interview, determined the engineering firm of Hammond Collier Wade Livingstone to be the most qualified to perform this work.

**POLICY CONSIDERATIONS**

Hammond Collier Wade Livingstone (Consulting Engineers) is able to meet all of the City's standard insurance provisions for professional services contracts.

**ISSUES/FISCAL IMPACT**

These services were anticipated in the adopted 2005 Budget and are within the 2005 Street Operating Fund, Narrative of Goals Nos. 3 and 4 and Narrative of Objectives No. 17. The combined total of the identified contract is Four Thousand Five Hundred Thirty-six Dollars and No Cents (\$4,536.00).

**RECOMMENDATION**

Staff recommends that the Council authorize the execution of the Consultant Services Contract with Hammond Collier Wade Livingstone for the grant(s) application preparation and the intersection warrant analysis of Hunt Street and Soundview Drive in the amount not to exceed Four Thousand Five Hundred Thirty-six Dollars and No Cents (\$4,536.00).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HAMMOND COLLIER WADE LIVINGSTONE**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hammond Collier Wade Livingstone, a corporation organized under the laws of the State of Washington, located and doing business at 7502 Lakewood Drive West, Suite D, Lakewood, Washington 98499 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the grant preparation for the Olympic/56<sup>th</sup> Street and 56<sup>th</sup> Project/ Point Fosdick Project(s), and Traffic Warrant Analysis for the intersection of Hunt Street and Soundview Drive 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 July 13, 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 Four Thousand Five Hundred Thirty-six dollars and zero cents (\$4,536.00) 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**. 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 August 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 Work and Cost 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  
Kenneth Gunther, P.E., Principal  
Hammond Collier Wade Livingstone  
7502 Lakewood Drive W, Suite D  
Lakewood, Washington 98499  
(253) 472-1992

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\_\_.

By: CONSULTANT  
  
its Principal / *President*

CITY OF GIG HARBOR  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:  
CONSULTANT  
Kenneth Gunther, P.E., Principal  
Hammond Collier Wade Livingston  
7502 Lakewood Drive W., Suite D  
Lakewood, Washington 98499  
(253) 472-1992

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 King )

I certify that I know or have satisfactory evidence that Robin Nelson 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 President of Hammond Collier Wade Lindsey, Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: July 20, 2005

Mara L. Elmer

MARA L. ELMER

(print or type name)

NOTARY PUBLIC in and for the State of Washington, residing at:

King County

My Commission expires: 10/1/08



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: \_\_\_\_\_

7302 LAKEWOOD DR., W. SUITE D  
LAKEWOOD, WA 98499  
www.hcwl.com



TEL: 253.472.1992  
FAX: 253.472.6558

HAMMOND COLLIER  
WADE LIVINGSTONE

July 13, 2005

Exhibit A

Stephen Misiurak, PE  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

RE: Proposal – Grant Preparation Services and Warrant Analysis  
Olympic Drive / 56<sup>th</sup> Street grant  
56<sup>th</sup> Street / Point Fosdick Drive grant  
Hunt Street / Sound View Drive warrant analysis

Dear Mr. Misiurak:

Thank you for the opportunity to assist the City of Gig Harbor with your grant applications for the Olympic Drive/56<sup>th</sup> Street and 56<sup>th</sup> Street/Point Fosdick Drive projects, and a warrant analysis for the intersection of Hunt Street and Sound View Drive. We have completed a brief assessment of the documents that were provided and have prepared the attached fee summary accordingly.

As you explained, both of the grant application projects have been designed and have been previously submitted for Transportation Improvement Board (TIB) grant funding which was not successful. With this in mind, our proposal includes time to speak with Michael Polodna at TIB for a general overview of how the previous application scored and how best to revise the applications in order to improve their scores. As we previously discussed, there may be an opportunity to leverage funds from several sources through segmenting/staging the projects. This approach may be more successful than the previous applications that requested funding for the project in its entirety. The attached fee summary outlines the review services that are anticipated as part of our scope.

The warrant analysis is for consideration of a four-way stop control at the Hunt/Sound View intersection and will also involve striping recommendations for one of the intersection legs. The warrant analysis scope is outlined below and included in the fee summary outline.

**Grant Applications:**

Our services will consist of review of the previous applications and updating the following areas:

- Accident data and analysis (to be provided by the City)
- Engineers estimates
- New application with funding partner information
- Update development map
- Section of current Comprehensive Plan

The amended application in this proposal and attached fee summary will be submitted for your review and comment prior to submittal to TIB.

**Warrant Analysis:**

Our services will consist of:

- Review of the intersection layout for sight distance and geometrics
- Review of the current pavement markings
- Review of accident history and traffic and speed counts (to be provided by the City)

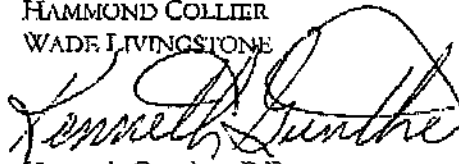
Stephen Misirak  
July 13, 2005  
Page 2

- Preparation of a letter report with findings based on warrant criteria as set fourth in the MUTCD
- Detailed sketch of proposed pavement markings

We appreciate this opportunity to present our proposal for Grant Preparation and Warrant Analysis services. We are available to meet at your convenience to further discuss our proposal.

Sincerely,

HAMMOND COLLIER  
WADE LIVINGSTONE



Kenneth Gunther, P.E.  
Principal

Enclosure

City of Gig Harbor  
 Grant Applications for  
 Olympic Drive & 56th St NW  
 56th St NW & Point Fosdick Drive  
 Warrant Analysis for Hunt Street/Sound View Drive  
 July 13, 2005  
 FEE SUMMARY

Exhibit B

HAMMOND COLLIER WADE LIVINGSTONE  
 PROFESSIONAL ENGINEERING SERVICES ESTIMATE

TASK NO.	TASK DESCRIPTION	PRINCIPAL ENGINEER	PROJECT ENGINEER	CLERICAL	TOTAL HOURS EA. TASK	DIRECT LABOR COST EACH TASK
Grant Application						
1	Review Previous Applications	2	2		4	\$508
2	Discuss Scoring with TIB		1.5		1.5	\$174
3	Develop Alternative Criteria to enhance score	1	2	0.5	3.5	\$398
4	Client Coordination		2	1	3	\$287
5	Accident Data & Analysis	1	2		3	\$370
6	Update Documents		3	0.5	3.5	\$376
7	Complete Applications	2	2	2	6	\$618
Warrant Analysis						
1	Site Visit	2.5	2.5		5	\$635
2	Review Accident, count, & speed data	2			2	\$276
3	Prepare sketch for pavement markings		3		3	\$348
4	Letter Report	2	1	1	4	\$447

TOTAL ESTIMATED HOURS BY LABOR CATEGORY	12.5	21	5
HOURLY RATE	\$138	\$116	\$55
EST. PERSONNEL CHARGES BY LABOR CATEGORY	\$1,725	\$2,436	\$275

Direct Labor Costs: \$4,436  
 Reimbursables: \$100  
**TOTAL ESTIMATE: \$4,536**





**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: SPECIAL SERVICES AGREEMENT WITH PIERCE COUNTY SHERIFF'S DEPARTMENT**  
**DATE: JULY 25, 2005**

**INFORMATION/BACKGROUND**

The Gig Harbor Police Department would like to enter into an agreement with the Pierce County Sheriff's Department (PCSD) establishing the ability to utilize their specialized units and personnel for serious and complex investigations. We recognize that the PCSD has a higher level of experience and expertise in dealing with homicides and other serious felony investigations. They also have a tremendous amount of resources and experience in dealing with critical incidents that require the services of their Special Weapons and Tactics Team.

**POLICY CONSIDERATIONS**

City Attorney Carol Morris has reviewed and approved the proposed Special Services Agreement.

**FISCAL CONSIDERATIONS**

We have chosen to access two specialized services provided by PCSD; Special Weapons and Tactics and Major Criminal Investigations. Using the per capita formulas on Exhibit "A" of the agreement and estimating the population of Gig Harbor at 6,700 people, we estimate that the charge for the remainder of 2005 at \$3,202.60 (SWAT-\$871.00 and Major Crimes-\$2331.60). This takes into account charging for the remaining months in 2005 after the agreement is signed on a pro-rated basis. Our current budget will support this allocation of funds.

**RECOMMENDATION**

I recommend that the Council approve the Special Services Agreement allowing the Gig Harbor Police Department to have access to specialized services provided by the PCSD.

**AGREEMENT  
TO PROVIDE SPECIAL SERVICES  
BY PIERCE COUNTY TO  
CITY OF GIG HARBOR**

1. **DATE AND PARTIES:** This agreement is dated this \_\_\_\_ day of \_\_\_\_\_, 2005, and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington.
  
2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Gig Harbor, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.
  
3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
  - a. To provide access to the following areas of service as may be required within the City of Gig Harbor:
    - 1) Criminal Investigations
    - 2) Canine (K-9), Pierce County K-9 only
    - 3) Clandestine Laboratory (Meth Labs)
    - 4) Special Weapons and Tactics (SWAT)
  - b. To provide a timely response for the service requested.
  - c. To provide all necessary personnel and command.
  - d. To provide all needed and necessary equipment for the response.
  - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
  - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

**4. DUTIES/RESPONSIBILITIES OF CITY:**

- a. To provide a contact person of command level to act as liaison between the two contracting agencies.
- b. To provide traffic control or other perimeter security as may be required.
- c. To provide schematics, floor plans or other items of information which may be required as part of a response.
- d. To allow training at sites within the City as may be desired by the County to assure knowledgeable response.
- e. To provide reimbursement hereunder for the services rendered.

**5. JOINT RESPONSIBILITIES:**

- a. To provide joint law enforcement response as necessary to keep and restore the peace.
- b. To timely complete and submit all necessary reports, documents and other needed information for any law enforcement or prosecution need relating to the performance of this agreement;
- c. To mutually cooperate to assure the success of any and all law enforcement missions relating to the performance of this agreement.

**6. PAYMENT:**

The City shall reimburse the County in the following fashion:

Per Capita Payment: The City shall pay a sum, as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost which is multiplied by the population of the City. This cost shall be the cost irrespective of the number or duration of the calls answered.

In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis.

Cost Per Response: The City shall pay a sum based upon the hourly rate or incident rate as outlined in Exhibit A, which is attached hereto and made a part hereof, which shall be that cost multiplied by the hours expended. Those items which are indicated as a per incident response will be paid irrespective of the time needed to resolve the matter.

If the matter is being charged on an hourly basis, then the time shall commence on the time such services are requested by the City and shall end at such time as when the scene is secured or the need for services is terminated. The need for services shall include whatever reasonable time is necessary for the completion of paperwork; reports, interviews or other necessary follow up work. All accountings of time by the County shall be in increments of 30 minutes (half-hours).

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate

request and it will be charged in accordance with the Default Costing paragraph. Rates are for the year 2005 only. 2006 rates shall be mailed to the City in an appropriate timeframe to assist in their consideration of rolling the contract over for an additional year.

<u>SERVICE</u>	<u>COST PER RESPONSE</u>	<u>PER CAPITA</u>
Major Crime:		x
Detective		n/a
Forensic Officer		n/a
K-9	x @	* @
Hazardous Devices		
Methamphetamine	no cost	no cost
SWAT		x
Marine/Scuba		

**7. SERVICE DESCRIPTIONS:**

- a. Major Crime Investigation Services: Investigative services are those which consist of general criminal investigation done by Detectives, often in conjunction with Forensic trained individuals. Crimes, which are typically investigated in this manner, are homicides, sexual assaults, fraud, theft, burglary, and narcotics (this list is illustrative only). All of such investigations will be fully supported by crime scene analysis, crime laboratory, polygraph, identifications, evidence control, Automatic Fingerprint Identification System (AFIS) and any other technology then in the possession of the Sheriff.

In those instances where Major Crime investigation is selected to be billed on a per capita basis, the crimes to be investigated will typically be homicides and assaults which involve serious bodily injury or the possibility of death unless otherwise agreed by County.

- b. Canine (K-9 Services):  
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.
- c. Hazardous Devices (Bomb Squad):  
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.

- d. Clandestine Laboratory Team (Meth Lab):  
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous materials.
  - e. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.
  - f. Forensic Investigator: This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
  - g. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.
  - i. Marine Services/SCUBA:  
This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.
8. **INDEMNITY AND HOLD HARMLESS:**  
The County shall defend, indemnify and save harmless the CITY, its officers, employees and agents from any and all costs, claims, judgments, or awards of damages, resulting from the acts or omissions of the COUNTY, its officers, employees, or agents associated with this agreement. In executing this agreement, the COUNTY does not assume liability or responsibility for or release the CITY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of CITY ordinances, rules, regulations, resolutions, customs, policies or practices. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such CITY ordinance, rules, regulation, resolution, custom, policy or practice is at issue, the CITY shall defend the same at its sole expense and if judgment is entered or damages awarded against the CITY, the COUNTY, or both, the CITY shall satisfy the same, including all chargeable costs and attorney's fees.

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs, policies, or practices. If any: cause, claim, suit, action or administrative proceeding is commenced which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney's fees.

9. **MODIFICATION:** The parties may amend, modify, or supplement this agreement only by written agreement executed by the parties hereto.
10. **MERGER:** This agreement, as well as Exhibit A and the attached Memorandum of Understanding, merges and supersedes all prior negotiations, representations and/or agreements between the parties relating to the subject matter of this agreement and constitutes the entire contract of the parties.
11. **TERM OF AGREEMENT:** This AGREEMENT SHALL BE IN FORCE FOR ONE (1) YEAR FROM ITS MAKING. It shall be extended automatically for an additional one- (1) year period on the anniversary date unless the parties have provided notice of intent to abandon the agreement. If either of the parties desire to terminate the relationship created by this agreement, then they must provide not less than ninety- (90) days written notice to the other party.
12. **OPERATIONAL ISSUES:** Both parties recognize that any response may have many serious operational matters, which attend each individual call. These issues are separately covered in a separate Memorandum of Understanding which is attached hereto and which involves issues such as; criteria for mobilization of the SWAT Team, authority to determine size of response, handling of media, SWAT command, miscellaneous cost due to damage, cost of meals, etc.
13. **INDEPENDENT CONTRACTOR:** Pierce County, when providing the special services contemplated by the terms of this agreement, is acting as an independent contractor and not as an agent of the City. Pierce County will control the method, means and timing of providing the special services, and All County employees shall remain under the supervisory control of the County, although the CITY may in a given circumstance exercise direction and control under R.C.W. 10.93.040.

**END OF AGREEMENT.**

PIERCE COUNTY  
CONTRACT SIGNATURE PAGE

Contract #

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

CONTRACTOR:

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Title of Signatory Authorized by Firm Bylaws \_\_\_\_\_

Name: City of Gig Harbor

UBI No. \_\_\_\_\_

Address: 3105 Judson St 3510 Grandview St  
Gig Harbor, WA 98335

Mailing Address: Same as above

Contact Name: Chief Mike Davis

Phone: 253-853-2420

Fax: \_\_\_\_\_

PIERCE COUNTY:

Reviewed:

Prosecuting Attorney (*as to form only*) \_\_\_\_\_ Date \_\_\_\_\_

Budget and Finance \_\_\_\_\_ Date \_\_\_\_\_

Approved:

Department Director  
(*less than \$250,000*) \_\_\_\_\_ Date \_\_\_\_\_

County Executive (*over \$250,000*) \_\_\_\_\_ Date \_\_\_\_\_

CONTRACTOR-

Complete the tax status information for one of the following business entity types. Individual or Corporate name must exactly match that which is registered with either Social Security Administration or Internal Revenue Service.

SOLE PROPRIETOR:

Business Owner's Name \_\_\_\_\_

Business Owner's Social Security Number \_\_\_\_\_

DBA/Business or Trade Name (if applicable) \_\_\_\_\_

PARTNERSHIP:

Name of Partnership \_\_\_\_\_

Partnership's Employer Identification Number \_\_\_\_\_

CORPORATION:

Name of Corporation \_\_\_\_\_

Corporation's Employer Identification Number \_\_\_\_\_

**EXHIBIT "A"**  
**2005 Rates – Specialized Services**

<b>Service</b>	<b>Incident Rate</b>	<b>Per Capita</b>
Canine	\$975	\$1.32
SWAT	\$8,386	\$0.26
Hazardous Devices	\$767	\$0.09
Meth Lab Team	No charge	No charge
Major Crimes:		
Detective	\$74/hr. (3 hr. minimum)	\$0.645
Forensic Officer	\$52/hr. (2 hr. minimum)	\$0.051
Marine Scuba *	\$74/hr. (2 hr. minimum)	\$0.040

\*Plus equipment use charge



C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 7/05/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20051031

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 THE GIG HARBOR YACHT CLUB	GIG HARBOR YACHT CLUB 8209 STINSON AVE GIG HARBOR WA 98335 0000	077100	PRIVATE CLUB - SPIRITS/BEER/WINE

SEARCHED  
SERIALIZED  
INDEXED  
FILED

STATE OF WASHINGTON  
GAMBLING COMMISSION

P.O. Box 42400 Olympia, Washington 98504-2400 (360) 486-3440 TDD: (360) 486-3637 Fax: (360) 486-3631

July 1, 2005

FINANCE OFFICER  
CITY OF GIG HARBOR  
3105 JUDSON ST  
GIG HARBOR WA 98335-1221

RE: Issuance of Gambling Licenses

Gambling License/Licenses have been granted within your area of jurisdiction. Attached is a list of those Organizations receiving a Gambling License in the month of June / 2005.

If you have any questions, please call us toll free at 1-800-345-2529 or (360) 486-3440.

---

LICENSE TYPE / CLASS ISSUED TO EFFECTIVE / EXPIRATION DATE	LICENSE NUMBERS
COMMERCIAL AMUSEMENT GAMES / A SUNSET GRILL 4926 PT FOSDICK DR NW GIG HARBOR WA 98335 7/1/2005 6/30/2006	53-20649 00- 359398
PUNCHBOARD/PULL-TAB COMMERCIAL STIMULANT / F SUNSET GRILL 4926 PT FOSDICK DR NW GIG HARBOR WA 98335 7/1/2005 6/30/2006	05-19387 00- 359463
PUNCHBOARD/PULL-TAB COMMERCIAL STIMULANT / B TANGLEWOOD GRILL 3222 56TH ST NW GIG HARBOR WA 98335 7/1/2005 6/30/2006	05-19870 00- 359622
PUNCHBOARD/PULL-TAB COMMERCIAL STIMULANT / B OLD HARBOR SALOON 5114 PT FOSDICK DR NW GIG HARBOR WA 98335 7/1/2005 6/30/2006	05-10066 00- 359448



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE SUPPORTING THE**  
**CONTINUATION OF A MORATORIUM ON THE ACCEPTANCE OF**  
**APPLICATIONS FOR NEW DEVELOPMENT OF NON-RESIDENTIAL**  
**STRUCTURES OR CERTAIN TYPES OF RE-DEVELOPMENT OF NON-**  
**RESIDENTIAL STRUCTURES IN THE WATERFRONT MILLVILLE**  
**ZONE FOR A PERIOD OF TWO MONTHS**  
**DATE: JULY 25, 2005**

**INFORMATION/BACKGROUND**

The City Council adopted Ordinance No. 1003 on May 31, 2005 which imposed an immediate moratorium on the acceptance of applications for new development of non-residential structures or certain types of re-development of non-residential structures in the Waterfront Millville (WM) zone for a period up to two months. Adoption of this Ordinance was predicated on the City Council holding a public hearing on the proposed moratorium within sixty (60) days after adoption (RCW 35A.63.220, RCW 36.70A.390). The City Council held the required public hearing on June 27, 2005 regarding the emergency adoption of the Moratorium (Ordinance No. 1003).

At the conclusion of the public hearing on June 27, 2005, Council articulated findings in support of the continuation of the Moratorium for a period of two months. The first reading of this Ordinance was held on July 11, 2005.

The City Attorney has drafted an Ordinance supporting the continuation of the Moratorium for a period of two months.

**RECOMMENDATION**

Staff recommends adoption of this Ordinance as presented.

ORDINANCE NO. \_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING FINDINGS AND CONCLUSIONS SUPPORTING THE MAINTENANCE OF AN EMERGENCY MORATORIUM ON THE ACCEPTANCE OF APPLICATIONS FOR NEW DEVELOPMENT OR CERTAIN TYPES OF RE-DEVELOPMENT OF NON-RESIDENTIAL STRUCTURES WITHIN THE WATERFRONT MILLVILLE (WM) ZONE, ADOPTED ON MAY 31, 2005 IN ORDINANCE NO. 1003.**

---

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 but not limited to Ordinance 965; 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; and

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; and

WHEREAS, on May 31, 2005, the City Council imposed a moratorium for the purposes described in this Ordinance, all as set forth in Ordinance 1003; and

WHEREAS, on June 13, 2005, the City Council ratified the imposition of the moratorium and again voted to impose the moratorium described in Ordinance 1003; and

WHEREAS, on June 27, 2005, the City Council held a public hearing on the maintenance of the moratorium, as required by RCW 35A.63.220 and 36.70A.390; and

WHEREAS, the City Council desires to enter findings and conclusions in support of the continued maintenance of the moratorium for a period of two months after the adoption of the moratorium on May 31, 2005; Now, Therefore,

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

Section 1. Findings and Conclusions in Support of Moratorium. The City Council finds as follows:

A. The following findings and conclusions appear in the administrative record supporting this moratorium:

1. The City of Gig Harbor is characterized by views of Gig Harbor bay and the small scale buildings that reflect the historic development of the harbor basin.

2. The City of Gig Harbor's Comprehensive Plan has the stated goal to "Preserve the character of those sites or districts which reflect the style of Gig Harbor's historical development" (Goal 3.13); and

3. The City of Gig Harbor's Comprehensive Plan has the stated objectives to:

a. Develop guidelines which promote compatible development within designated areas. (Objective 3.13.2);

b. Consider standards which encourage building forms consistent with historic designs, (e.g., massing, roof styles and scale," (Objective 3.14.2); and

c. Define and retain "small town" characteristics of historic business districts. (Objective 3.15.1).

4. Large structures recently built in the non-residential zones within the harbor basin have adversely impacted the visual quality of the harbor basin because of their scale in relation to the historic structures that characterize the harbor basin.

5. The City has made substantial progress in addressing these issues during the previous moratorium and adoption of development regulations.

B. The City Council accepted testimony from members of the public as follows:

1. John Vodopich, Community Development Director. Mr. Vodopich explained that the moratorium was adopted on May 31, 2005, and that state law requires that the City Council hold a public hearing for the purpose of developing findings and conclusions to support continuation of the moratorium.

2. Dennis Reynolds, attorney for marina operators on the shoreline, such as Arabella's Landing. Mr. Reynolds asked the Council to consider that the Washington courts have ruled that the City cannot impose a moratorium on property in the shoreline. He referenced *Biggers v. Bainbridge Island*, 103 P.3d 244 (2004), and Mr. Reynolds believes that the Court's holding prohibits any city from adopting a moratorium on any property in the shoreline.

3. Peter Katich, 3509 Ross Avenue. Mr. Katich is in favor of the moratorium because he believes the staff needs adequate time to craft development regulations that are internally consistent. Mr. Kadich is familiar with the *Biggers* case, but he believes that the court's holding has been misinterpreted by Mr. Reynolds.

4. Jill Guernsey, 3224 Shyleen Street. Ms. Guernsey stated that the City Planning Commission was asked by the City Council to review an ordinance covering the subject of the moratorium. This ordinance will determine the manner in which development should be regulated in the Waterfront Millville zone. Currently, the Planning Commission is addressing the issue of building size of residential structures. In addition, the Planning Commission is working on an ordinance that would allow structures to be rebuilt if they were destroyed. This ordinance covers all three waterfront zones.

5. Carol Morris, City Attorney. Ms. Morris explained that she was familiar with the *Biggers*' case. She stated that it was her understanding that the *Biggers*' case applied to a city's adoption of a moratorium based on ordinances (or the crafting of future ordinances) based on the Shoreline Management Act. According to Ms. Morris, the Washington courts have not ruled that cities may not impose moratoria for the purpose of prohibiting the acceptance of development applications while zoning regulations are being crafted.

In *Biggers*, the Bainbridge Island City Council imposed a moratorium in August of 2001 on applications for shoreline substantial development permits and shoreline exemptions under the Shoreline Management Act/Shoreline Master Program, for a period of one year. An ordinance was adopted in October of 2001 to address the issues raised prior to the moratorium, but in August of 2002, the City Council extended the moratorium through March of 2003. A lawsuit was filed by business owners and private citizens.

The trial court determined that the City did not have authority to impose a moratorium under the Shoreline Management Act. The Court of Appeals ruled that:

The moratorium authority derived from RCW 35A.63.220 is limited to planning and zoning in code cities. It does not grant the City authority in this case **because ordinances involving shoreline master programs and shoreline management regulations do not fall within the definition of zoning.** . . .

[The Growth Management Act] states that the provisions of chapter 90.58 RCW [the Shoreline Management Act] take priority over the GMA as long as the provisions are internally consistent with a few specific statutes, none of which apply under these facts. The GMA clearly specifies that chapter 90.58 RCW governs the unique criteria for shoreline development. In other words, the SMA trumps the GMA in this area, and the SMA does not provide for moratoria on shoreline use or development.

*Biggers*, 103 P.3d at 247 (emphasis added).

Ms. Morris stated that the City's Shoreline Master Program is an overlay zoning measure, which applies in addition to the underlying zoning regulations applicable to property in the WM zone. A review of the Gig Harbor Shoreline Master Program demonstrates that building size, setbacks, and other specific types of zoning standards are not included – that is because the Shoreline Management Act requires the City to include more general policies and regulations in its Shoreline Master Program. For example, the City Council should take judicial notice of WAC 173-26-200(A)(2)(i), which requires that the City's Shoreline Master Program include policies, to be consistent with state shoreline management policies, addressing the master program elements of RCW 90.58.020 and environmental designations. The regulations to be included in the Shoreline Master Program must include environmental designations and include "general regulations, use regulations that address issues of concern to specific uses, and shoreline modification regulations that protect shoreline ecological functions from the effects of human-made modifications to the shoreline." *Id.*

As shown in the "whereas" sections of this Ordinance as well as the City's Zoning Code, the City has adopted this moratorium for the purpose of taking public testimony and allowing the Planning Commission to recommend an ordinance to the City Council for an amendment to the Zoning Code, not the Shoreline Master Program. Under state law, building size limitations are not the type of regulations that need to be included in the City's Shoreline Master Program. In fact, the cities that have adopted limits on building sizes (through gross floor area, footprint limitations or other means) have done so in their zoning code, not the Shoreline Master Program.

Finally, Ms. Morris noted that there is no language in the *Biggers* case to indicate that RCW 35A.63.220 or RCW 36.70A.390 does not provide the City adequate authority to impose a moratorium on property in the shoreline for the purpose of developing a zoning ordinance. This would mean that if the City were required to adopt a zoning measure under GMA (perhaps if a GMA Board case were to address a GMA issue, such as density), if the City adopted a moratorium so that it could hold hearings and make the required amendments to the zoning code or comprehensive plan, the moratorium would apply everywhere in the City but the shoreline zones. Nothing in the *Biggers* case demonstrates that the Court of Appeals wanted shoreline property owners to be able to free of all moratoria, and to be the only property owners in the affected area to have the ability to submit development applications while a moratorium is pending.

Section 2. Moratorium Maintained. After deliberation, the City Council decided that the moratorium adopted under Ordinance 1003 on the acceptance of all non-exempt development permit applications for nonresidential property located in the Waterfront Millville zone shall be maintained for a period of two months, or July 31, 2005.



Section 3. Incorporation by Reference. All provisions of Ordinance 1003 are hereby incorporated by reference as if fully set forth herein.

Section 4. Severability. If any section, sentence, clause or phrase of this Ordinance shall be held to be unconstitutional or invalid 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 5. Publication. This Ordinance shall be published by an approved summary consisting of the title.

Section 6. 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 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: 7/11/05

DATE PASSED:

DATE OF PUBLICATION:

EFFECTIVE DATE:



COMMUNITY DEVELOPMENT DEPARTMENT

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** ROB WHITE, PLANNING MANAGER  
**SUBJECT:** SECOND READING AND PUBLIC HEARING OF AN ORDINANCE  
PLANNING COMMISSION RECOMMENDATIONS FOR CHANGES TO  
BUILDING SIZES  
**DATE:** JULY 25, 2005

**INFORMATION/BACKGROUND**

On Monday, July 11 2005, the City Council directed city staff to make the following changes following a first reading of the Waterfront Building Size Limits Ordinance:

- 1) Modify the development standards for the WC zone to require 20' separation between structures in the Finholm District only. Please see footnote number three in Section four of the proposed ordinance for this change.
- 2) Consult with the City Attorney to modify the definitions of "footprint" and "gross floor area" to exclude parking garages and basement space when calculating Maximum Building Sizes as long as they are completely underground. Please refer to Sections one and two of the proposed ordinance for these changes.

Additionally, the City Attorney recommended that the "Whereas" section of the ordinance be modified to support the above changes. Staff has completed the requested changes and attached the proposed ordinance for a public hearing and second reading.

**POLICY CONSIDERATIONS**

The proposed ordinance will change the maximum size of future proposals for development within the WR, WM, and WC zones.

**ENVIRONMENTAL ANALYSIS**

The SEPA responsible official issued a Determination of Non-significance (DNS) on February 17, 2005. No appeals were filed.

**FISCAL IMPACTS**

None.

**RECOMMENDATION**

I recommend that the City Council approve the Ordinance as presented at this second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING; ADDING A NEW SECTION 17.04.367 DEFINING FOOTPRINT; AMENDING 17.04.360 FLOOR AREA; AMENDING GHMC SECTION 17.46.040 LIMITING THE SIZE OF STRUCTURES IN THE WATERFRONT RESIDENTIAL (WR) DISTRICT; AMENDING GHMC SECTION 17.48.040 LIMITING THE SIZE OF STRUCTURES IN THE WATERFRONT MILLVILLE (WM) DISTRICT; AND AMENDING GHMC SECTION 17.50.040 LIMITING THE SIZE OF STRUCTURES IN THE WATERFRONT COMMERCIAL (WC) DISTRICT.**

---

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 Ordinance No. 995 regulating building size; and

WHEREAS, upon further investigation, the Council recognized that the Waterfront Residential (WR), Waterfront Millville (WM), and Waterfront Commercial (WC) zones do not regulate building size consistently; and

WHEREAS, the City Council in their meeting of April 25, 2005 directed that the Planning Commission make recommendations regarding building size limitations in the waterfront zones, and;

WHEREAS, the directive from Council was to maintain the scale and character of the waterfront areas, to consider the mass and scale of structures, and the existing pattern of development; and

WHEREAS, based on these considerations the building size of structures in all waterfront zones needed to be addressed; and

WHEREAS, the Waterfront Residential (WR) zone included no building size limitations for residential or commercial structures, and;

WHEREAS, the Waterfront Millville (WM) zone included no building size limitations for residential structures including single family, duplex and multi-family, and;

WHEREAS, in the Waterfront Residential (WR) and Waterfront Millville (WM) zones measuring building size by gross floor area is in keeping with the nature and character of the zones, and;

WHEREAS, in the Waterfront Commercial (WC) zone measuring building size by footprint and gross floor area per structure is consistent with the nature and character of the zone, and;

WHEREAS, the existing code refers to "footprint" but does not provide a definition; and

WHEREAS, the code defines "floor area" but calculates building size based on "gross floor area"; and

WHEREAS, "floor area" 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, or 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; and

WHEREAS, in order to maintain the size and scale of structures in the WR and WM zones, and because of the natural beauty of the harbor views and vistas to and

from the water should be preserved and developed by the city and private parties alike (Comprehensive Plan, adopted 2004, 9.3.9 Views and Natural Features, page 9-4) garage areas in these zones need to be included in the building size calculations; and

WHEREAS, in the WC zone due to the more intense uses allowed in the zone, there is benefit to exclude garage areas from the calculation of building size; and

WHEREAS, the City's Shoreline Master Program does not require residential development to provide public shoreline access opportunities; and

WHEREAS, the City's Design Manual does not require residential development to provide common areas; and

WHEREAS, non-residential uses in the WC zone be should encouraged by allowing more gross square footage than residential uses in order to encourage commercial development, thus increasing the likelihood of public shoreline access opportunities and common areas; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Non-Significance for the proposed text amendment on February 17, 2005, pursuant to WAC 197-11-350; and

WHEREAS, the City's Planning Manager forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on June 6, 2005, requesting expedited review, pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on June 30, 2005, and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of July 11, 2005 and July 25, 2005, Now, Therefore,

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

Section 1. A new Section 17.04.367 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.04.367 Footprint

"Footprint" of a structure or building shall be measured from the outer perimeter excluding eave overhangs and other cantilevered portions projecting no more than 18 inches and no wider than 10 feet. The footprint of a structure or building shall not include any portions that are completely below ground.

Section 2. Section 17.04.360 of the Gig Harbor Municipal Code is hereby amended as follows:

17.04.360 Gross Floor Area.

"Gross Floor Area" means the sum of the horizontal area of the several floors of a building or buildings measured from the exterior faces of exterior walls and from center lines of division walls. The gross floor area includes ~~basement space~~, the elevator shafts and stairwells at each floor, mechanical equipment rooms, finished attics with a headroom of seven and one-half feet or more, penthouse floors, interior balconies and mezzanines, and enclosed porches. The gross floor area shall not include accessory water tanks and cooling towers, mechanical equipment, unfinished attics regardless of headroom, nor areas constructed for and designated as a garage area. The gross floor area shall include basement space unless the basement is constructed completely underground.

Section 3. Section 17.48.040 (WM Development Standards) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.48.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq/ft) <sup>1</sup>	6,000	6000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached	N/A 3,500 per lot	N/A 3,500 per lot	3,500 per lot
J. Separation between structures	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WM district.

<sup>3</sup>Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC (Planned Residential Development)

Section 4. Section 17.50.040 (WC Development Standards) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.50.040 Development standards.

In a waterfront commercial district, the minimum development requirements are as follows:

	Single-family Dwelling	Attached up to 4 units	Non-residential
A. Minimum lot area (sq/ft) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Maximum Density	4 dwelling units per acre		
I. Maximum footprint / gross floor area	3,000 square feet max gross floor area per structure	3,000 square feet max footprint/ 6,000 square feet gross floor area per structure	3,000 square feet max footprint/ 6,000 square feet gross floor area per structure
J. Separation between structures <sup>3</sup>	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.



<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

<sup>3</sup>Separation between structures is not required upon lots or parcels in the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

L-K. Maximum impervious lot coverage may be increased up to a maximum of 80 percent upon execution of a written agreement with the city and the property owner; and provided further, that the agreement is filed with the county auditor as a covenant with the land, when the development provides for waterview opportunities and/or waterfront access opportunities in conjunction with commercial uses, as follows:

...

Section 5. Section 17.50.045 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. Section 17.46.040 (WR Development Standards) of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.46.040 Development standards.

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-family Dwelling	Duplex	Non-residential
A. Minimum lot area (sq/ft) <sup>1</sup>	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	40%	45%	50%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached	4,000 per lot	4,000 per lot	4,000 per lot

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WR district.

<sup>3</sup>Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.

Section 7. 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 8. 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: 7/6/05  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF MIKE DAVIS**  
**SUBJECT: FIRST READING OF AN ORDINANCE ALLOWING THE RECOVERY OF EMERGENCY RESPONSE COSTS AND AUTHORIZING THE CREATION OF A NEW FUND TO BE KNOWN AS THE "INVESTIGATIVE ASSESSMENT FUND" DESIGNED TO ACCEPT THE EMERGENCY RECOVERY FUNDS.**  
**DATE: JULY 25, 2005**

**INFORMATION/BACKGROUND**

The legislature, through RCW 38.52.430 has authorized the recovery of reasonable costs incurred by public agencies that result from the investigation of an incident created by a person's intoxication. When the intoxication causes an incident that results in the defendant being found guilty or receiving a deferred prosecution for (1) driving while under the influence of intoxicating liquor or any drug, RCW 46.61.502; (2) operating an aircraft under the influence of intoxicants or drugs, RCW 47.68.220; (3) use of a vessel while under the influence of alcohol or drugs, RCW 88.12.100; (4) vehicular homicide while under the influence of intoxicating liquor or any drug, RCW 46.61.520(1)(a); or (5) vehicular assault while under the influence of intoxicating liquor or any drug, RCW 46.61.522(1)(b), the person responsible is liable for the expense of the emergency response by a public agency to the incident.

In order to accept the emergency recovery fees a new fund will be created establishing a separate line-item labeled the "Investigative Assessment Fund."

**FISCAL IMPACTS**

There will be no negative fiscal impacts. This assessment will cover the salary and benefits of an officer during the time period they are taken off normal patrol duties while processing a DUI case. Our officers spend an average of 3.5 hours processing a DUI, which results in an estimated assessment of \$150.00 per DUI. It is estimated that this revenue source will create additional revenue amounting to approximately \$7,500 a year to be used to fund police and administration of justice projects and activities.

**RECOMMENDATION**

I recommend approving an ordinance authorizing the adoption of RCW 38.52.430 by reference allowing for the recovery of investigative costs from persons convicted of driving while under the influence of alcohol and/or drugs and the creation of a new fund labeled the "Investigative Assessment Fund."

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE RECOVERY OF COSTS FROM A CONVICTED PERSON RELATING TO AN EMERGENCY RESPONSE CAUSED BY THE PERSON'S INTOXICATION; ADOPTING RCW 38.52.430 BY REFERENCE, ALLOWING FOR THE RECOVERY OF SUCH COSTS FROM PERSONS WHO ARE CONVICTED OF VARIOUS CRIMES, ADOPTING STATE LAW BY REFERENCE RELATING TO DRIVING UNDER THE INFLUENCE (RCW 46.61.502); OPERATING AN AIRCRAFT WHILE UNDER THE INFLUENCE (RCW 47.68.220); OPERATING A VESSEL WHILE UNDER THE INFLUENCE (RCW 8.24.017); ADOPTING NEW GIG HARBOR CODE SECTIONS 9.04.040, 8.24.017, 9.04.040 AND 9.40.050; AMENDING GIG HARBOR CODE SECTION 10.04.010. THIS ORDINANCE WILL ALSO AUTHORIZE THE CREATION OF A NEW FUND TO BE KNOWN AS THE "INVESTIGATIVE ASSESSMENT FUND" DESIGNED TO ACCEPT THE EMERGENCY RECOVERY FUNDS.**

---

WHEREAS, a person whose intoxication causes an incident resulting in an appropriate emergency response, and who, in connection with the incident, has been found guilty of or has had their prosecution deferred for (1) driving while under the influence of intoxicating liquor/drug; (2) operating an aircraft under the influence of intoxicants/drugs; (3) use of a vessel while under the influence of alcohol/drugs; (4) vehicular homicide while under the influence of intoxicating liquor/drugs, is liable for the expense of an emergency response by the City to the incident (RCW 38.52.430); and

WHEREAS, the expense of the emergency response is a charge against the person liable for expenses under RCW 38.52.430; and

WHEREAS, RCW 9.95.210(2)(f) allows a court to require a person to make restitution to a public agency for the costs of an emergency response under RCW 38.52.430; and

WHEREAS, the City desires to adopt state law by reference to ensure proper collection of such costs; and

WHEREAS, the City desires to update its criminal code to ensure that the above mentioned crimes are also adopted by reference in order to be able to charge a violator with these crimes; Now, Therefore,

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

Section 1. A new Section 9.04.040 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**9.04.040. Emergency response caused by person's intoxication – Recovery of costs from convicted person.** RCW 38.52.430 is hereby incorporated by reference as if fully set forth herein.

Section 2. A new Section 9.04.050 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**9.04.050. Operating aircraft recklessly or under the influence of intoxicants or drugs.** RCW 47.68.220 is hereby incorporated by reference as if fully set forth herein.

Section 3. A new Section 8.24.017 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**8.24.017. Operation of a vessel in a reckless manner – Operation of a vessel under the influence of intoxicating liquor – Penalty.** RCW 79A.60.040 is hereby incorporated by reference as if fully set forth herein.

Section 4. Section 10.04.010 of the Gig Harbor Municipal Code is hereby amended to add the following new statute, which is incorporated by reference:

**10.04.010. Statutes adopted by reference.** The following state statutes, including all future amendments, repeals, or additions thereto, are hereby adopted by reference as if set forth herein:

\* \* \*

RCW 46.61.502. Driving under the influence.

Section 5. 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 6. Pursuant to RCW 35A.12.140, copies of all of the above statutes adopted by reference are attached hereto. These copies have been filed in the office of the city clerk prior to the adoption of this ordinance for examination by the public, as required by RCW 35A.12.140.

Section 7. 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 \_\_\_\_ 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:

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE RECOVERY OF COSTS FROM A CONVICTED PERSON RELATING TO AN EMERGENCY RESPONSE CAUSED BY THE PERSON'S INTOXICATION; ADOPTING RCW 38.52.430 BY REFERENCE, ALLOWING FOR THE RECOVERY OF SUCH COSTS FROM PERSONS WHO ARE CONVICTED OF VARIOUS CRIMES, ADOPTING STATE LAW BY REFERENCE RELATING TO DRIVING UNDER THE INFLUENCE (RCW 46.61.502); OPERATING AN AIRCRAFT WHILE UNDER THE INFLUENCE (RCW 47.68.220); OPERATING A VESSEL WHILE UNDER THE INFLUENCE (RCW 8.24.017); ADOPTING NEW GIG HARBOR CODE SECTIONS 9.04.040, 8.24.017, 9.04.040 AND 9.40.050; AMENDING GIG HARBOR CODE SECTION 10.04.010. THIS ORDINANCE WILL ALSO AUTHORIZE THE CREATION OF A NEW FUND TO BE KNOWN AS THE "INVESTIGATIVE ASSESSMENT FUND" DESIGNED TO ACCEPT THE EMERGENCY RECOVERY FUNDS.**

---

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



**RCW 38.52.430****Emergency response caused by person's intoxication -- Recovery of costs from convicted person.**

A person whose intoxication causes an incident resulting in an appropriate emergency response, and who, in connection with the incident, has been found guilty of or has had their prosecution deferred for (1) driving while under the influence of intoxicating liquor or any drug, RCW 46.61.502; (2) operating an aircraft under the influence of intoxicants or drugs, RCW 47.68.220; (3) use of a vessel while under the influence of alcohol or drugs, \*RCW 88.12.100; (4) vehicular homicide while under the influence of intoxicating liquor or any drug, RCW 46.61.520(1)(a); or (5) vehicular assault while under the influence of intoxicating liquor or any drug, RCW 46.61.522(1)(b), is liable for the expense of an emergency response by a public agency to the incident.

The expense of an emergency response is a charge against the person liable for expenses under this section. The charge constitutes a debt of that person and is collectible by the public agency incurring those costs in the same manner as in the case of an obligation under a contract, expressed or implied.

In no event shall a person's liability under this section for the expense of an emergency response exceed one thousand dollars for a particular incident.

If more than one public agency makes a claim for payment from an individual for an emergency response to a single incident under the provisions of this section, and the sum of the claims exceeds the amount recovered, the division of the amount recovered shall be determined by an interlocal agreement consistent with the requirements of chapter 39.34 RCW.

[1993 c 251 § 2.]

**NOTES:**

**\*Reviser's note:** RCW 88.12.100 was recodified as RCW 88.12.025 pursuant to 1993 c 244 § 45. RCW 88.12.025 was subsequently recodified as RCW 79A.60.040 pursuant to 1999 c 249 § 1601.

**Finding -- Intent -- 1993 c 251:** "The legislature finds that a public agency incurs expenses in an emergency response. It is the intent of the legislature to allow a public agency to recover the expenses of an emergency response to an incident involving persons who operate a motor vehicle, boat or vessel, or a civil aircraft while under the influence of an alcoholic beverage or a drug, or the combined influence of an alcoholic beverage and a drug. It is the intent of the legislature that the recovery of expenses of an emergency response under this act shall supplement and shall not supplant other provisions of law relating to the recovery of those expenses." [1993 c 251 § 1.]



**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**  
**DATE: JULY 25, 2005**  
**SUBJECT: QUARTERLY FINANCE REPORT**

The quarterly financial reports for the second quarter of 2005 are attached.

Total resources, including all revenues and beginning fund balances, are at 73% of the annual budget. Revenues, excluding beginning fund balances, are at 72% (49% for same period in 2004) of the annual budget. The large increase over 2004 is due to the \$3.5 million Eddon boat short term note issued in March. Expenditures are at 52% (34% for same period in 2004). Again the increase over 2004 is due to the Eddon Boat property purchase in March.

General Fund revenues (excluding beginning fund balance) are at 57% (50% in 2004) of budget. All significant General Fund revenues are coming in as expected.

General Fund expenditures are at 48% of budget. All General Fund departments are within their 2005 budgets.

Street Fund revenues and expenditures have no significant deviations from budget.

Water, Sewer and Storm Sewer revenues are 41%, 47% and 50% of budget; while expenditures for these three funds are at 38%, 36% and 27% of budget. 2004 amounts for the same period were 30%, 44% and 29% for revenues and 30%, 33% and 22% for expenditures.

At this time cash balances are adequate in all funds. Most of the City's investments are in the State Treasurer's pool.

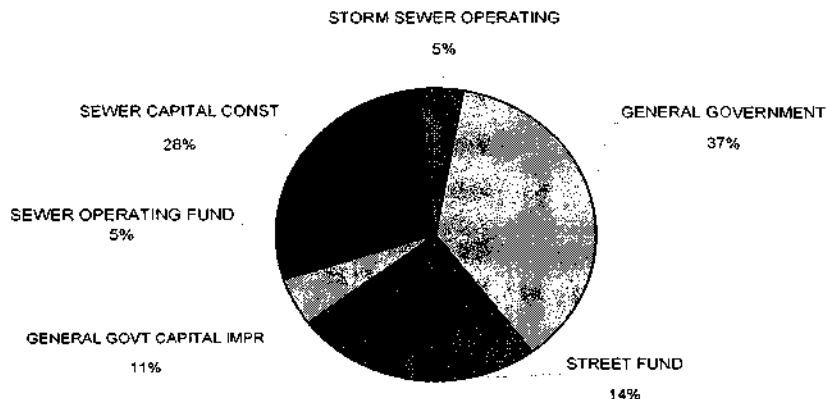
**CITY OF GIG HARBOR  
CASH AND INVESTMENTS  
YEAR TO DATE ACTIVITY  
AS OF JUNE 30, 2005**

DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
GENERAL GOVERNMENT	\$ 2,513,059	\$ 3,808,933	\$ 3,809,930	\$ (344,251)	\$ 2,167,810
STREET FUND	947,917	749,278	686,008	(180,777)	830,410
DRUG INVESTIGATION FUND	9,283	4,353	3,853	(869)	8,913
HOTEL-MOTEL FUND	266,288	83,205	104,442	(6,820)	238,231
PUBLIC ART CAPITAL PROJECTS	10,066	124	-	-	10,190
PARK DEVELOPMENT FUND	19,412	239	-	-	19,650
CIVIC CENTER DEBT RESERVE	1,321,310	724,950	-	-	2,046,261
LTGO BOND REDEMPTION	12,362	400,310	325,826	(303)	86,543
2000 NOTE REDEMPTION	7,084	87	-	-	7,171
LID NO. 99-1 GUARANTY	81,521	1,003	-	-	82,524
PROPERTY ACQUISITION FUND	401,158	3,612,957	3,854,831	(7,218)	152,066
GENERAL GOVT CAPITAL IMPR	518,977	117,508	-	-	636,485
IMPACT FEE TRUST	361,688	47,006	-	1,711	410,405
WATER OPERATING	315,599	316,686	393,037	(46,634)	192,614
SEWER OPERATING	311,484	757,080	668,163	(78,413)	321,987
UTILITY RESERVE	73,248	37,433	-	-	110,681
UTILITY BOND REDEMPTION	37,620	100,826	76,427	(178)	61,841
SEWER CAPITAL CONSTRUCTION	1,519,549	213,390	67,351	(10,514)	1,655,074
STORM SEWER OPERATING FUND	263,349	216,691	188,810	(25,869)	265,361
WATER CAPITAL ASSETS	139,954	154,095	13,353	(169,770)	110,926
LIGHTHOUSE MAINTENANCE TRUST	1,804	22	-	-	1,826
	<u>\$ 9,132,730</u>	<u>\$ 11,346,177</u>	<u>\$ 10,192,031</u>	<u>\$ (869,905)</u>	<u>\$ 9,416,971</u>

**AS OF JUNE 30, 2005**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		0.9500%	1,044,993
LOCAL GOVERNMENT INVESTMENT POOL		3.0411%	5,871,677
FEDERAL HOME LOAN BANK	12/19/05	2.8100%	700,000
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
FEDERAL HOME LOAN BANK	11/27/06	3.2000%	500,000
FEDERAL HOME LOAN BANK	05/03/10	5.0000%	700,000
			<u>\$ 9,416,971</u>

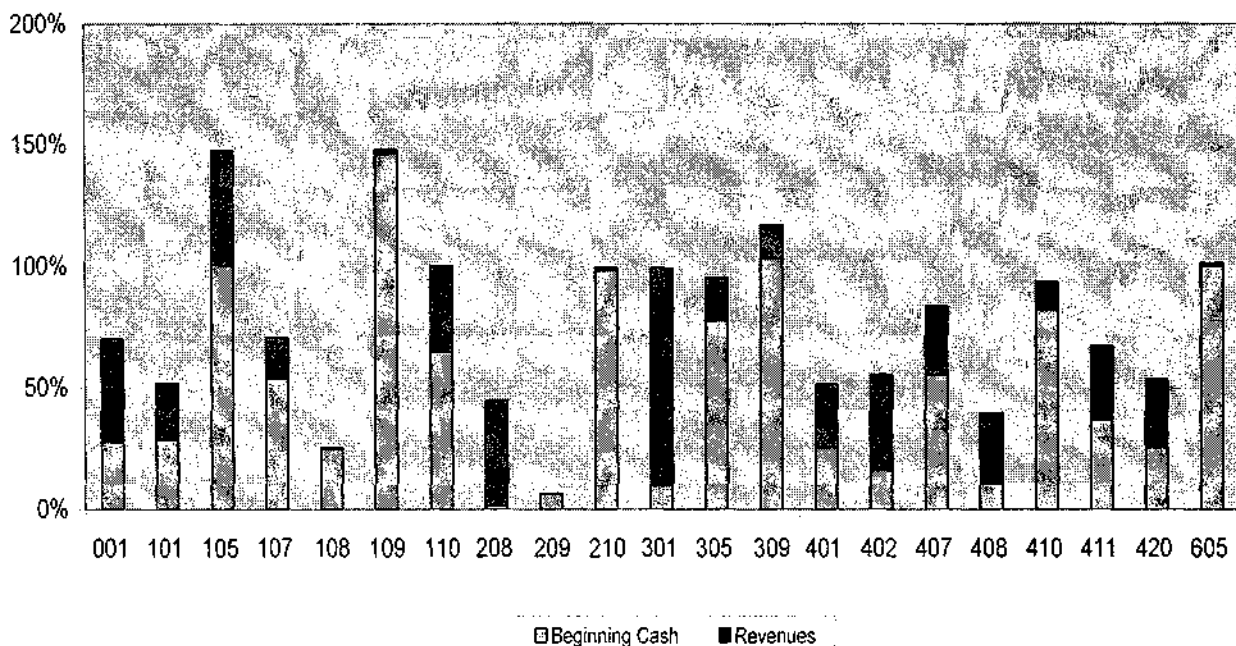
**Ending Cash Balances By Fund**



**CITY OF GIG HARBOR  
YEAR-TO-DATE RESOURCE SUMMARY  
AND COMPARISON TO BUDGET  
AS OF JUNE 30, 2005**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 9,033,945	\$ 6,321,992	\$ 2,711,953	70%
101	STREET FUND	3,278,974	1,697,195	1,581,779	52%
105	DRUG INVESTIGATION FUND	9,251	13,636	(4,385)	147%
107	HOTEL-MOTEL FUND	496,665	349,493	147,172	70%
108	PUBLIC ART CAPITAL PROJECTS	40,250	10,190	30,060	25%
109	PARK DEVELOPMENT FUND	13,277	19,650	(6,373)	148%
110	CIVIC CENTER DEBT RESERVE	2,046,453	2,046,261	192	100%
208	LTGO BOND REDEMPTION	923,220	412,672	510,548	45%
209	2000 NOTE REDEMPTION	111,072	7,171	103,901	6%
210	LID NO. 99-1 GUARANTY	83,052	82,524	528	99%
301	PROPERTY ACQUISITION FUND	4,054,291	4,014,115	40,176	99%
305	GENERAL GOVT CAPITAL IMPR	670,177	636,485	33,692	95%
309	IMPACT FEE TRUST	350,593	408,694	(58,101)	117%
401	WATER OPERATING	1,234,091	632,285	601,806	51%
402	SEWER OPERATING	1,942,334	1,068,563	873,771	55%
407	UTILITY RESERVE	132,937	110,681	22,256	83%
408	UTILITY BOND REDEMPTION	351,625	138,445	213,180	39%
410	SEWER CAPITAL CONSTRUCTION	1,853,715	1,732,939	120,776	93%
411	STORM SEWER OPERATING FUND	717,322	480,040	237,282	67%
420	WATER CAPITAL ASSETS	551,594	294,049	257,545	53%
605	LIGHTHOUSE MAINTENANCE TRUST	1,802	1,826	(24)	101%
		<b>\$ 27,896,640</b>	<b>\$ 20,478,908</b>	<b>\$ 7,417,733</b>	<b>73%</b>

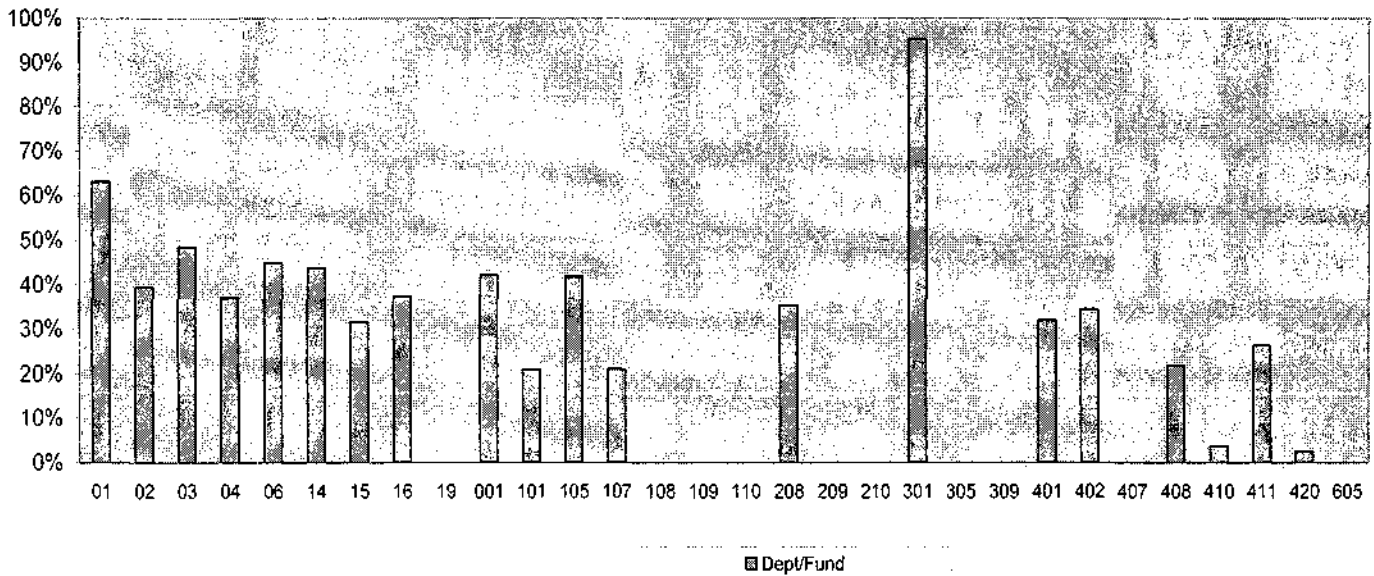
**Resources as a Percentage of Annual Budget**



**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
AND COMPARISON TO BUDGET  
FOR PERIOD ENDING JUNE 30, 2005**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,225,600	\$ 1,404,467	\$ 821,133	63%
02	LEGISLATIVE	31,600	12,453	19,147	39%
03	MUNICIPAL COURT	466,300	226,018	240,282	48%
04	ADMINISTRATIVE/FINANCIAL	742,500	274,389	468,111	37%
06	POLICE	2,047,131	919,088	1,128,043	45%
14	COMMUNITY DEVELOPMENT	1,218,450	531,949	686,501	44%
15	PARKS AND RECREATION	936,490	295,466	641,024	32%
16	BUILDING	391,900	146,100	245,800	37%
19	ENDING FUND BALANCE	973,974	-	973,974	
001	TOTAL GENERAL FUND	9,033,945	3,809,930	5,224,015	42%
101	STREET FUND	3,278,974	686,008	2,592,966	21%
105	DRUG INVESTIGATION FUND	9,251	3,853	5,398	42%
107	HOTEL-MOTEL FUND	496,665	104,442	392,223	21%
108	PUBLIC ART CAPITAL PROJECTS	40,250	-	40,250	
109	PARK DEVELOPMENT FUND	13,277	-	13,277	
110	CIVIC CENTER DEBT RESERVE	2,046,453	-	2,046,453	
208	LTGO BOND REDEMPTION	923,220	325,826	597,394	35%
209	2000 NOTE REDEMPTION	111,072	-	111,072	
210	LID NO. 99-1 GUARANTY	83,052	-	83,052	
301	PROPERTY ACQUISITION FUND	4,054,291	3,854,831	199,460	95%
305	GENERAL GOVT CAPITAL IMPR	670,177	-	670,177	
309	IMPACT FEE TRUST	350,593	-	350,593	
401	WATER OPERATING	1,234,091	393,037	841,054	32%
402	SEWER OPERATING	1,942,334	668,163	1,274,171	34%
407	UTILITY RESERVE	132,937	-	132,937	
408	UTILITY BOND REDEMPTION	351,625	76,427	275,198	22%
410	SEWER CAPITAL CONSTRUCTION	1,853,715	67,351	1,786,364	4%
411	STORM SEWER OPERATING FUND	717,322	188,810	528,512	26%
420	WATER CAPITAL ASSETS	551,594	13,353	538,241	2%
605	LIGHTHOUSE MAINTENANCE TRUST	1,802	-	1,802	
		<b>\$ 27,896,640</b>	<b>\$ 10,192,031</b>	<b>\$ 17,704,609</b>	<b>37%</b>

**Expenditures as a Percentage of Annual Budget**



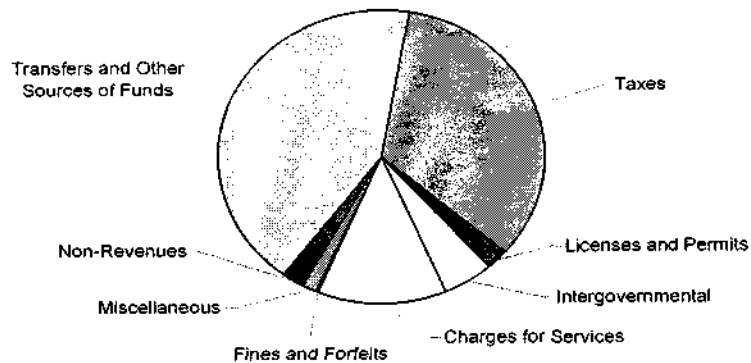
**CITY OF GIG HARBOR  
YEAR-TO-DATE REVENUE SUMMARY  
BY TYPE  
FOR PERIOD ENDING JUNE 30, 2005**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 3,798,753
Licenses and Permits	261,300
Intergovernmental	587,176
Charges for Services	1,443,450
Fines and Forfeits	37,089
Miscellaneous	134,666
Non-Revenues	247,244
Transfers and Other Sources of Funds	4,836,500
<b>Total Revenues</b>	<b>11,346,177</b>
Beginning Cash Balance	9,132,730
<b>Total Resources</b>	<b>\$ 20,478,908</b>

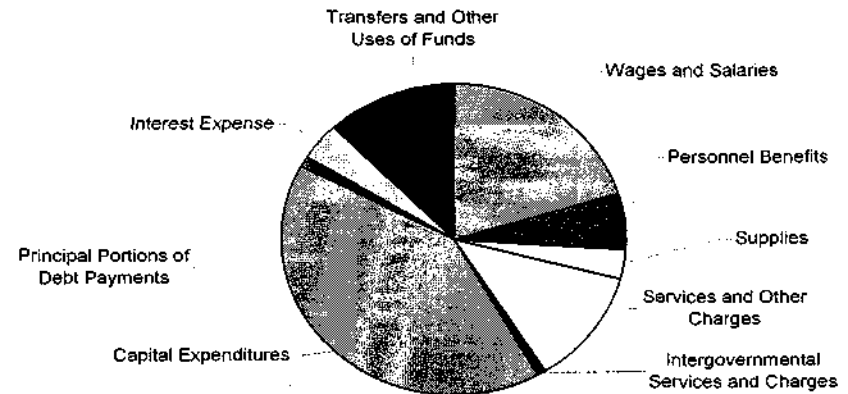
**CITY OF GIG HARBOR  
YEAR-TO-DATE EXPENDITURE SUMMARY  
BY TYPE  
FOR PERIOD ENDING JUNE 30, 2005**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 2,056,498
Personnel Benefits	610,968
Supplies	296,968
Services and Other Charges	1,235,445
Intergovernmental Services and Charges	84,482
Capital Expenditures	4,150,217
Principal Portions of Debt Payments	124,770
Interest Expense	396,184
Transfers and Other Uses of Funds	1,236,500
<b>Total Expenditures</b>	<b>10,192,031</b>
Ending Cash Balance	9,416,971
<b>Total Uses</b>	<b>\$ 19,609,001</b>

**Revenues by Type - All Funds**



**Expenditures by Type - All Funds**



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2005

	SPECIAL REVENUE FUNDS											TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK DEVELOPMENT FUND	110 CIVIC CENTER DEBT RSRV	301 PROPERTY ACQUISITON	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 584,073	\$ 93,084	\$ 721	\$ 19,272	\$ 824	\$ 1,590	\$ 11,832	\$ 12,302	\$ 51,490	\$ 33,200	\$ 148	\$ 224,462
INVESTMENTS	1,583,737	737,326	8,192	218,959	9,365	18,061	2,034,429	139,765	584,995	377,205	1,678	4,129,975
RECEIVABLES	1,013,571	14,143	-	24,576	-	-	-	-	-	-	-	38,719
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>3,181,382</b>	<b>844,553</b>	<b>8,913</b>	<b>262,807</b>	<b>10,190</b>	<b>19,650</b>	<b>2,046,261</b>	<b>152,066</b>	<b>636,485</b>	<b>410,405</b>	<b>1,826</b>	<b>4,393,156</b>
<b>LIABILITIES</b>												
CURRENT	19,808	171,599	-	-	-	-	-	-	-	3,422	-	175,021
LONG TERM	25,612	7,413	-	-	-	-	-	-	-	-	-	7,413
<b>TOTAL LIABILITIES</b>	<b>45,419</b>	<b>179,012</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>3,422</b>	<b>-</b>	<b>182,434</b>
<b>FUND BALANCE:</b>												
BEGINNING OF YEAR	3,136,959	602,271	8,414	284,044	10,066	19,412	1,321,310	393,940	518,977	359,977	1,804	3,520,214
Y-T-D REVENUES	3,808,933	749,278	4,353	83,205	124	239	724,950	3,612,957	117,508	47,006	22	5,339,643
Y-T-D EXPENDITURES	(3,809,930)	(686,008)	(3,853)	(104,442)	-	-	-	(3,854,831)	-	-	-	(4,649,135)
<b>ENDING FUND BALANCE</b>	<b>3,135,962</b>	<b>665,541</b>	<b>8,913</b>	<b>262,807</b>	<b>10,190</b>	<b>19,650</b>	<b>2,046,261</b>	<b>152,066</b>	<b>636,485</b>	<b>406,983</b>	<b>1,826</b>	<b>4,210,723</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>3,181,382</b>	<b>844,553</b>	<b>8,913</b>	<b>262,807</b>	<b>10,190</b>	<b>19,650</b>	<b>2,046,261</b>	<b>152,066</b>	<b>636,485</b>	<b>410,405</b>	<b>1,826</b>	<b>4,393,156</b>

CITY OF GIG HARBOR  
 STATEMENT OF FINANCIAL POSITION  
 AS OF JUNE 30, 2005

	208 LTGO BOND REDEMPTION	209 2000 NOTE REDEMPTION	210 LID 99-1 GUARANTY	TOTAL DEBT SERVICE
CASH	\$ 7,001	\$ 580	\$ 6,676	\$ 14,257
INVESTMENTS	79,542	6,591	75,848	161,981
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
<b>TOTAL ASSETS</b>	<b>87,830</b>	<b>7,171</b>	<b>82,524</b>	<b>177,526</b>
<b>LIABILITIES</b>				
CURRENT	-	-	-	-
LONG TERM	-	-	-	-
<b>TOTAL LIABILITIES</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE:</b>				
BEGINNING OF YEAR	13,346	7,084	81,521	101,951
Y-T-D REVENUES	400,310	87	1,003	401,400
Y-T-D EXPENDITURES	(325,826)	-	-	(325,826)
<b>ENDING FUND BALANCE</b>	<b>87,830</b>	<b>7,171</b>	<b>82,524</b>	<b>177,526</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 87,830</b>	<b>\$ 7,171</b>	<b>\$ 82,524</b>	<b>\$ 177,526</b>



CITY OF GIG HARBOR  
STATEMENT OF FINANCIAL POSITION  
AS OF JUNE 30, 2005

PROPRIETARY

	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	TOTAL PROPRIETARY	TOTAL
CASH	\$ 15,279	\$ 28,883	\$ 8,954	\$ 5,003	\$ 133,890	\$ 21,519	\$ 8,974	\$ 222,501	\$ 1,045,293
INVESTMENTS	177,335	293,104	101,727	56,838	1,521,185	243,842	101,952	2,496,983	8,371,677
RECEIVABLES	72,193	174,883	-	-	-	67,099	-	314,175	1,367,753
FIXED ASSETS	3,567,304	9,099,327	-	-	753,626	684,000	23	14,104,280	14,104,280
OTHER	-	-	-	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>3,832,111</b>	<b>9,596,198</b>	<b>110,681</b>	<b>61,841</b>	<b>2,408,700</b>	<b>1,016,460</b>	<b>110,949</b>	<b>17,136,940</b>	<b>24,889,003</b>
<b>LIABILITIES</b>									
CURRENT	(500)	-	-	257,561	858	2	48,572	306,494	501,323
LONG TERM	35,501	44,167	-	1,852,725	-	34,283	-	1,966,676	1,999,700
<b>TOTAL LIABILITIES</b>	<b>35,001</b>	<b>44,167</b>	<b>-</b>	<b>2,110,287</b>	<b>858</b>	<b>34,285</b>	<b>48,572</b>	<b>2,273,170</b>	<b>2,501,023</b>
<b>FUND BALANCE:</b>									
BEGINNING OF YEAR	3,873,461	9,463,114	73,248	(2,072,845)	2,261,803	954,294	(78,365)	14,474,710	21,233,834
Y-T-D REVENUES	316,686	757,080	37,433	100,826	213,390	216,691	154,095	1,796,201	11,346,177
Y-T-D EXPENDITURES	(393,037)	(668,163)	-	(76,427)	(67,351)	(188,810)	(13,353)	(1,407,141)	(10,192,031)
<b>ENDING FUND BALANCE</b>	<b>3,797,110</b>	<b>9,552,031</b>	<b>110,681</b>	<b>(2,048,446)</b>	<b>2,407,842</b>	<b>982,175</b>	<b>62,376</b>	<b>14,863,770</b>	<b>22,387,981</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 3,832,111</b>	<b>\$ 9,596,198</b>	<b>\$ 110,681</b>	<b>\$ 61,841</b>	<b>\$ 2,408,700</b>	<b>\$ 1,016,460</b>	<b>\$ 110,949</b>	<b>\$ 17,136,940</b>	<b>\$ 24,889,003</b>

CITY OF GIG HARBOR  
 STATEMENT OF FINANCIAL POSITION  
 BY FUND TYPE  
 AS OF JUNE 30, 2005

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	TOTAL ALL FUND TYPES
<b>ASSETS</b>						
CASH	\$ 584,073	\$ 224,462	\$ 14,257	\$ 822,792	\$ 222,501	\$ 1,045,293
INVESTMENTS	1,583,737	4,129,975	161,981	5,875,694	2,495,983	8,371,677
RECEIVABLES	1,013,571	38,719	1,287	1,053,577	314,175	1,367,753
FIXED ASSETS	-	-	-	-	14,104,280	14,104,280
OTHER	-	-	-	-	-	-
<b>TOTAL ASSETS</b>	<b>3,181,382</b>	<b>4,393,156</b>	<b>177,526</b>	<b>7,752,063</b>	<b>17,136,940</b>	<b>24,889,003</b>
<b>LIABILITIES</b>						
CURRENT	19,808	175,021	-	194,829	306,494	601,323
LONG TERM	25,612	7,413	-	33,024	1,966,676	1,999,700
<b>TOTAL LIABILITIES</b>	<b>45,419</b>	<b>182,434</b>	<b>-</b>	<b>227,853</b>	<b>2,273,170</b>	<b>2,501,023</b>
<b>FUND BALANCE:</b>						
BEGINNING OF YEAR	3,136,959	3,520,214	101,951	6,759,124	14,474,710	21,233,834
Y-T-D REVENUES	3,808,933	5,339,643	401,400	9,549,976	1,796,201	11,346,177
Y-T-D EXPENDITURES	(3,809,930)	(4,649,135)	(325,826)	(8,784,890)	(1,407,141)	(10,192,031)
<b>ENDING FUND BALANCE</b>	<b>3,135,962</b>	<b>4,210,723</b>	<b>177,526</b>	<b>7,524,210</b>	<b>14,863,770</b>	<b>22,387,981</b>
<b>TOTAL LIAB. &amp; FUND BAL.</b>	<b>\$ 3,181,382</b>	<b>\$ 4,393,156</b>	<b>\$ 177,526</b>	<b>\$ 7,752,063</b>	<b>\$ 17,136,940</b>	<b>\$ 24,889,003</b>

# St. Anthony Hospital

Update to Gig Harbor

City Council

July 25, 2005

# A Hospital for Gig Harbor

- Each year, 4,200 people leave Gig Harbor area for inpatient hospital services
- 3,500 people are transported for emergencies
- Need for inpatient care growing 8 % annually
- Hospital emergency care on this side of the bridge will save lives
- Hospitals in Tacoma, Lakewood and Federal Way regularly full

Franciscan Health System

Franciscan Health System



# St. Anthony Hospital

- 80-bed hospital and medical office building
- 24/7 emergency care
- In- and outpatient medical and surgical care
- State of the art diagnostics and treatment services
- 450 family wage jobs with generous benefits

# Key Dates of Hospital Project

- Aug. 2003: Certificate of Need Application filed
- May 2004: CN approved
- June 2004: Purchased property
- October 2004: Comprehensive Plan Amendment submitted to City of Gig Harbor
- June 2005: Schematic design for hospital completed.
- First half of 2008: Target for hospital opening

Franciscan  
SUNSHINE

Franciscan Health System



# Site Selection Considerations

- Sited for next 100 years
- To serve Gig Harbor, South Kitsap and Key Peninsula
- Good freeway access
  - Only 3 full interchanges in Gig Harbor
- Sufficient property for future build-out
- Healing environment
- Cost

Franciscan  
SINAI

Franciscan Health System

# St. Anthony Site

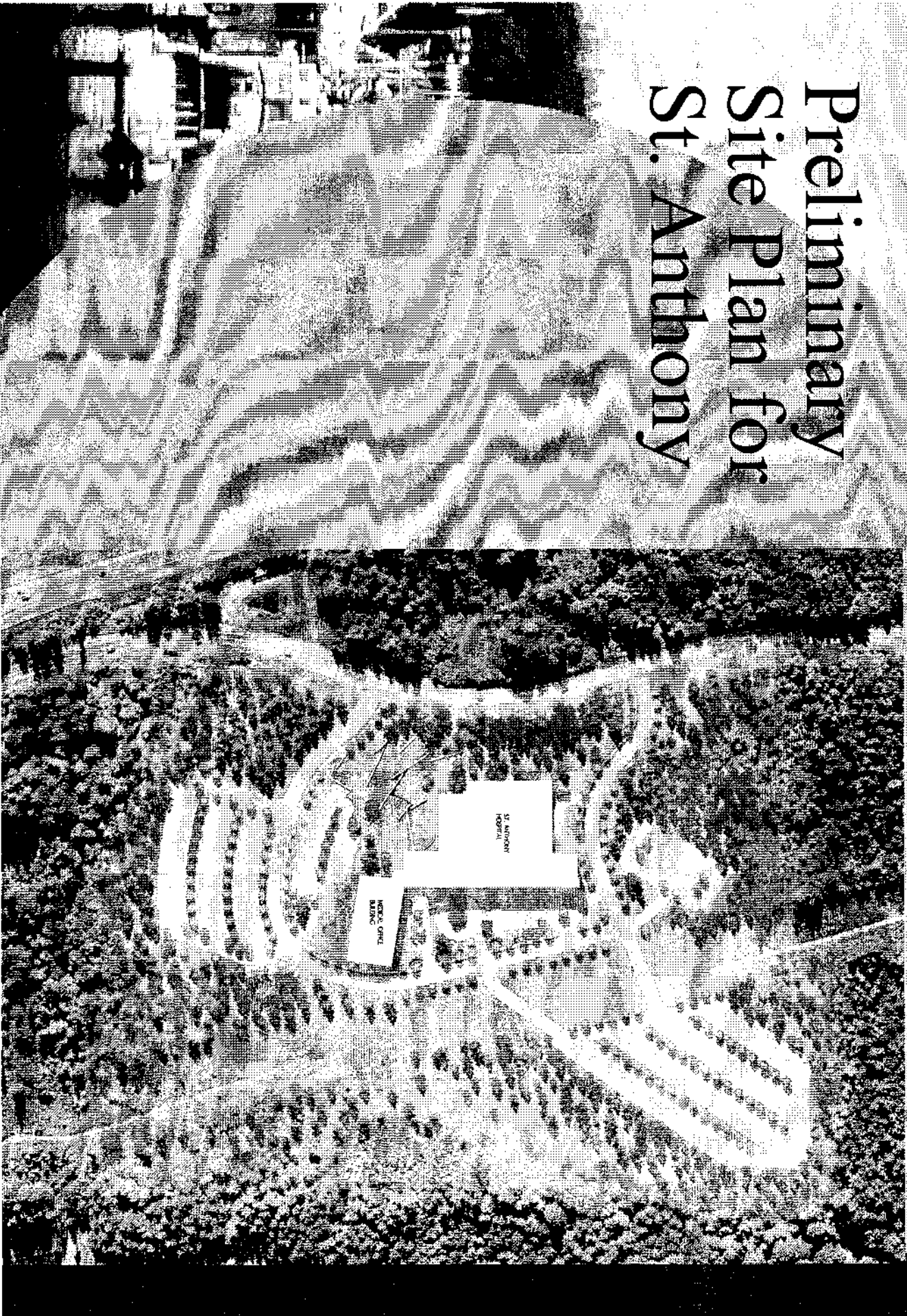
- 37 acres off Canterwood Boulevard
  - Accessible to Gig Harbor, South Kitsap, Key Peninsula
- Challenging, but beautiful location
  - Buffers, wetlands
- Significant investment in architectural plans for building on this site

ARCHITECTURAL PROGRAMS

Franciscan Health System



# Preliminary Site Plan for St. Anthony



# Certificate of Need Considerations

- CN process rigorous and hard to win approval
- CN based on need and financial feasibility
- Stipulates:
  - Fixed budget for construction
  - Site specific
  - Time sensitive



# Where are we now?

- New City Traffic study completed June 30, 2005 raises questions
- Determination of Significance ruling due to traffic declared July 1
- "DS" invokes Environmental Impact Study
- Delays life-saving care for citizens by 1-2 years or more
- Development timeline rests with City

# Traffic Study Findings

“Pipeline projects” along with current projects will cause major intersections in North Gigg Harbor corridor to fail by 2008 without hospital.

- Harbor Hills Business Park (including Costco, YMCA)
- Redford Short Plat (four single-family homes)
- North Arbor 1 and 2
- Canterwood Professional Office
- Hidden Estates
- Harbor Stone Credit Union
- Gigg Harbor North Dwelling (191 single-family homes)
- Gigg Harbor North Office Buildings
- Bingham Properties

CATHOLIC HEALTH  
NORTHWEST

Finnorsen Health System



**“Regardless of the hospital...the traffic backup could be over three-quarters of a mile long at the SR 16 westbound off-ramp and over a mile long at the eastbound SR 16 off-ramp, affecting mainline traffic operations.”**

*City of Gig Harbor June 30, 2005*

*Transportation Impact Analysis*

*David Evans and Associates, Inc., Bellevue, WA*

# Planned Traffic Mitigation

- Potentially \$40+ million
- Without change in funding strategy, to be paid for by future development, starting with St. Anthony
- Franciscan willing to pay fair share of hospital's impact





# Impact of Delay on St. Anthony

- Supplies, construction costs escalating daily
- Fixed budget for project by Department of Health
- Hospital not to break even until fourth year
- Competitors planning duplicative outpatient services
  - 50% of St. Anthony's revenues to come from outpatient services that are planned to be duplicated
- Franciscan hospitals full

# What About Moving the Hospital Site?

- Virtually every available site has traffic challenges
- Requires CN amendment
  - Opens it up for CN appeals and delays
- Franciscan already invested \$5 million in current site
  - Land
  - Design development to date
- Must be a good solution for 100 years





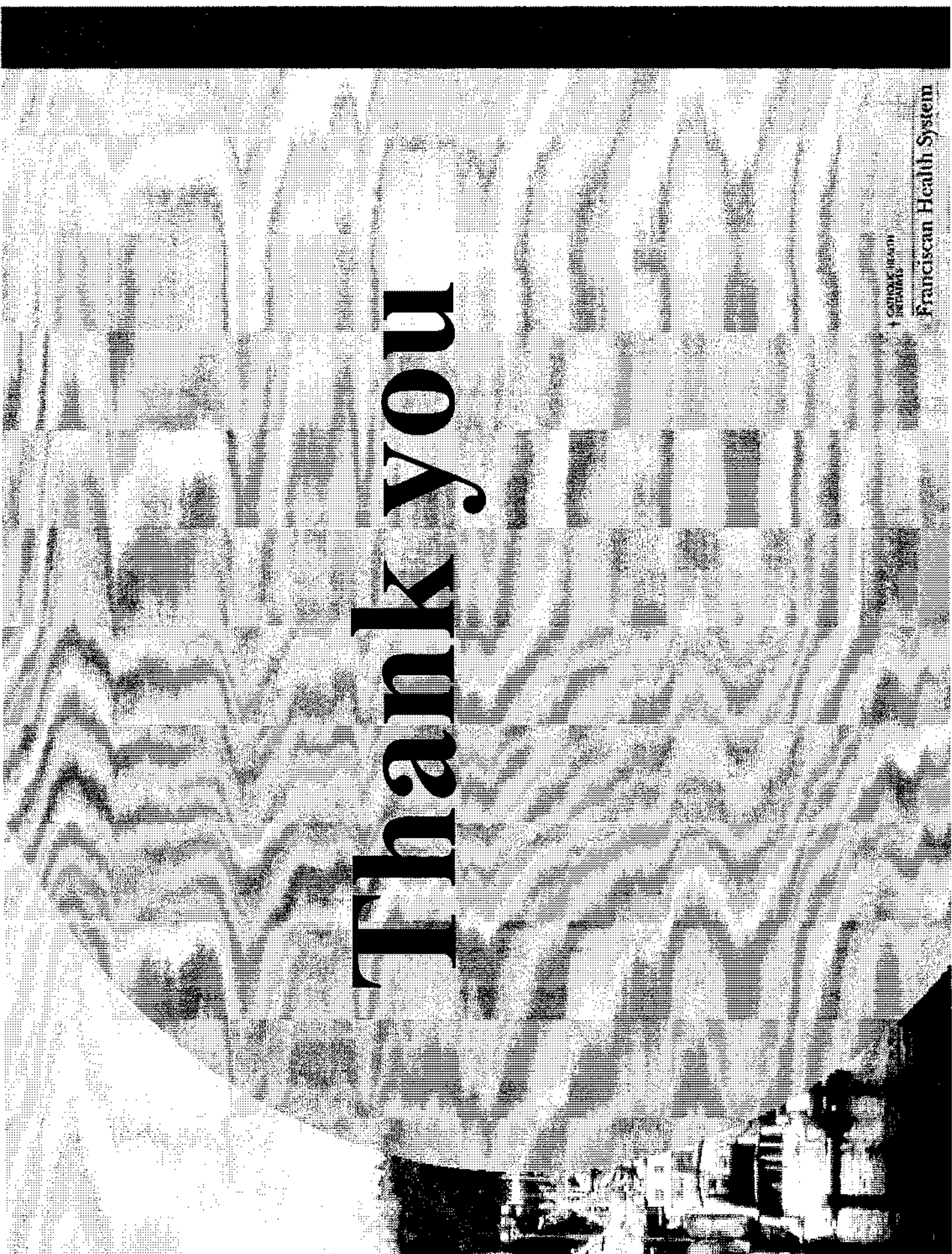
## A Community Solution is Required

- Traffic congestion threatens quality of life, including access to a hospital
- Formation of a transportation benefit district may be best solution
- Requires current and future developers to help solve problem
- Must be established by City Council
- Time is critical for St. Anthony viability

# In Summary

- St. Anthony is currently stalled and requires urgent action by City
- Citizens want a hospital
  - Also want Costco, “Y” and other amenities
  - Don’t want terrible congestion
- What can Council do to get your hospital built?
  - Develop way to solve traffic mess as soon as possible
  - Find a way to move the hospital forward in a timely manner
  - Keep issue at top of Council’s bimonthly agenda

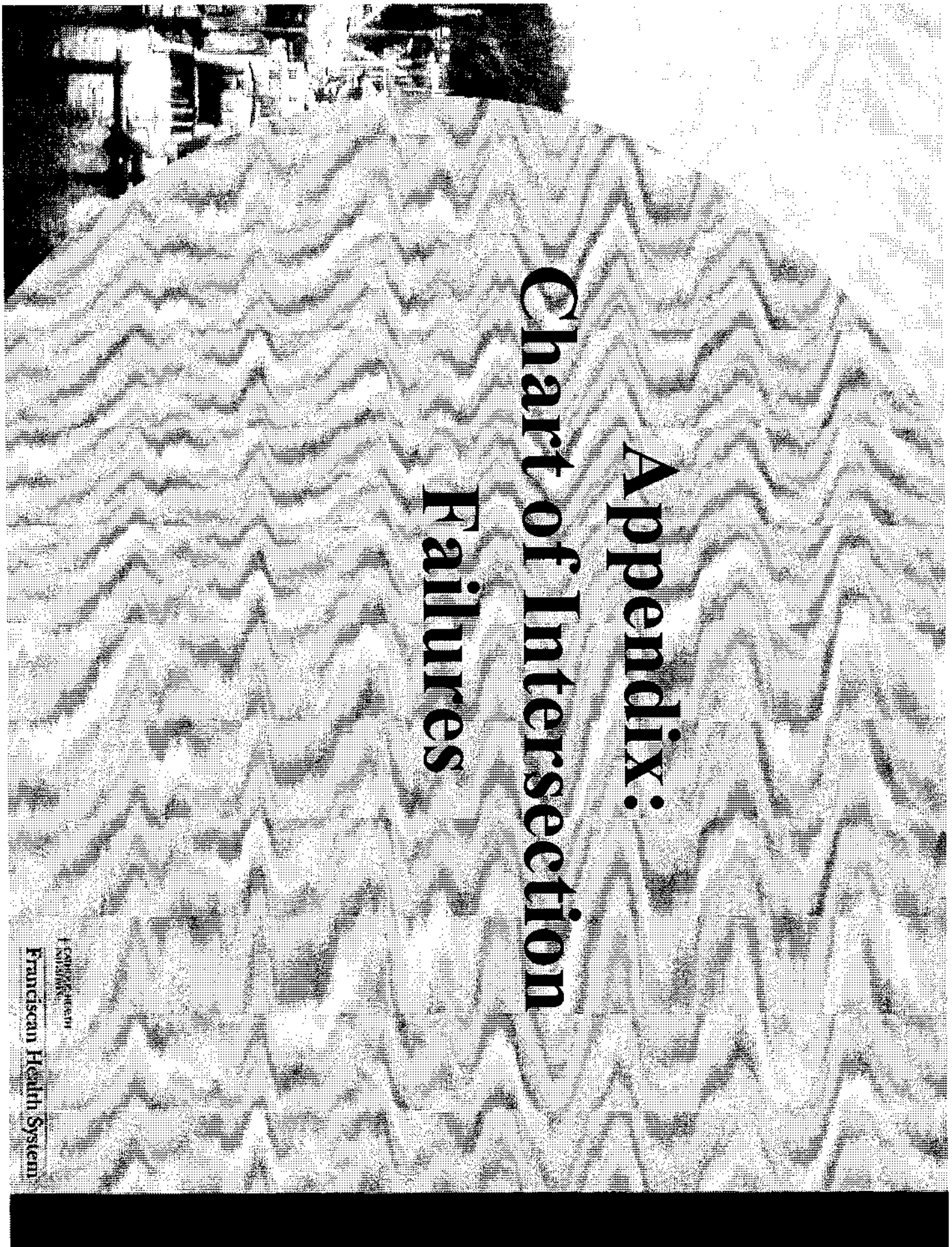




# Thank you

FRANCISCAN HEALTH  
NETWORK

Franciscan Health System



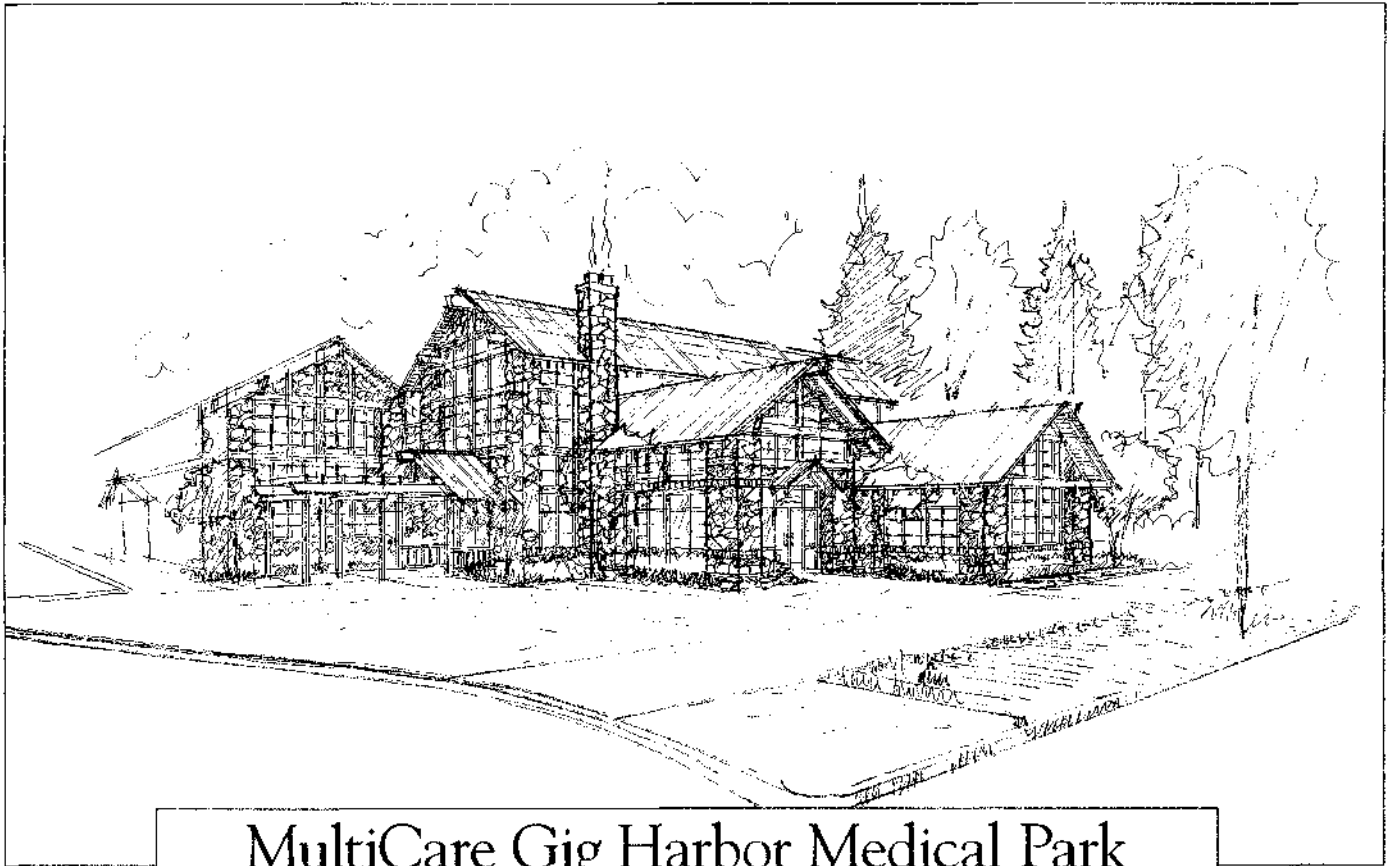
# Appendix: Chart of Intersection Failures

# Expected Congestion

*(chart of grades and time delays)*

Intersection	Control	Movement	Existing PM Peak		PM Peak with Pipeline	
			LOS	Delay (sec)	LOS	Delay (sec)
<b>Sehmel Dr. NW/Burnham Dr. NW</b>	Unsignalized	Westbound	<b>C</b>	<b>24.5</b>	<b>E</b>	<b>42.9</b>
<b>Burnham Dr. NW/SR 16 Eastbound Ramps</b>	Roundabout	Intersection	<b>B</b>	<b>11.4</b>	<b>F</b>	<b>266.8</b>
<b>Borgen Blvd./SR 16 Westbound Ramps</b>	Roundabout	Intersection	<b>A</b>	<b>5.5</b>	<b>F</b>	<b>186.9</b>
<b>Borgen Blvd./51st Street NW</b>	Roundabout	Intersection	<b>A</b>	<b>2.7</b>	<b>E</b>	<b>75.4</b>
<b>Borgen Blvd./Peacock Hill Ave. NW</b>	Unsignalized	Eastbound	<b>F</b>	<b>89.2</b>	<b>F</b>	<b>615.4</b>
		Westbound	<b>C</b>	<b>17.5</b>	<b>C</b>	<b>21.7</b>
<b>144th Street NW/Crescent Valley Dr. NW</b>	Unsignalized	Eastbound	<b>B</b>	<b>11.0</b>	<b>B</b>	<b>12.1</b>
<b>144th Street NW/Peacock Hill Ave. NW</b>	Unsignalized	Northbound	<b>B</b>	<b>14.5</b>	<b>F</b>	<b>147.7</b>
		Southbound	<b>B</b>	<b>11.1</b>	<b>C</b>	<b>19.2</b>
		Eastbound	<b>B</b>	<b>12.9</b>	<b>C</b>	<b>21.3</b>
		Westbound	<b>B</b>	<b>10.5</b>	<b>C</b>	<b>15.2</b>
<b>144th Street NW/54th Ave. NW</b>	Unsignalized	Northbound	<b>D</b>	<b>27.3</b>	<b>D</b>	<b>30.4</b>
<b>144th Street NW/Purdy Dr.</b>	Signalized	Intersection	<b>D</b>	<b>42.5</b>	<b>E</b>	<b>65.1</b>

Source: City of Gig Harbor Traffic Impact Analysis, June 30, 2005  
 David Evans and Associates, Inc., Bellevue, WA



MultiCare Gig Harbor Medical Park

MultiCare Gig Harbor Medical Park:

# The Fact Is, It Just Makes Sense.

At MultiCare, our patients' health has always come first. And it always will. Right now, our Peninsula area patients' health care needs are growing and changing dramatically. To answer these needs, we have proposed building the new 80,000+ square foot MultiCare Gig Harbor Medical Park — a facility that will make it easier to access high quality outpatient medical services. We would appreciate your support in bringing more convenient health care to your community; your constituents. Consider the facts.

## **Fact: The Community Needs And Wants It.**

Through words and actions, residents of the Gig Harbor–Peninsula community have repeatedly and consistently expressed a strong desire for local access to a broad range of quality health care services.

- The Department of Health received letters and testimony from area residents, reinforcing the community's expectations that it is a separate community which not only wants, but needs a broad array of medical services, available locally.
- It has been well documented through the Certificate of Need Program's recent analyses and approvals of other Gig Harbor proposals that the community is unique in character.
- Before planning its new facilities, MultiCare conducted extensive market research, including telephone surveys, focus groups and dozens of interviews with civic, community and medical leaders which confirmed the desire for and strong potential for utilization of the new services.



## Fact: The Numbers Support It.

Population in the Peninsula area has more than doubled since we crossed the bridge more than 15 years ago to open the MultiCare Urgent Care Center in Gig Harbor. And not only is the population still growing, it's aging — increasing the utilization of health care services. Consider the volumes:

- In 2004, MultiCare recorded more than 17,000 urgent care visits and more than 45,000 family practice visits in Gig Harbor. Expanding these services makes sense.
- Since opening in February, our Medical Oncology Outpatient Center has recorded 525 visits — that's 525 times cancer patients did not have to face a commute back across the bridge after undergoing chemotherapy treatment.
- Each year, MultiCare serves over 2,000 adult and pediatric Day Surgery Center patients who live in the Gig Harbor area...in facilities outside of the Gig Harbor area. Our proposed 19,500 square foot Day Surgery Center will make day surgery logistically friendlier and potentially more comfortable for the children and adults who will have a shorter car ride home.

## **Fact: Our Ongoing Commitment To Convenient, Quality Care Is Driving It.**

While we have yet to break ground on this facility, we have spent more than fifteen years laying the foundation. We've been providing vital urgent care services to the community. We've been offering primary care services to thousands of local residents. And we've continued to add specialty services such as the Mary Bridge WIC Clinic, OB-GYN care and other needed medical care as the area has grown and changed.

- MultiCare is committed to providing patient-centered care. By providing more services, locally, and in one convenient outpatient center, we deliver on that commitment. Rather than patients having to navigate a maze of physician's offices, hospital outpatient treatment facilities, laboratories, pharmacies, mammography centers, chemotherapy sites, etc., the MultiCare Gig Harbor Medical Park will allow them to access this wide array of services in one place.
- Washington State CHARS data shows that MultiCare cared for 40% of all Peninsula area residents who were hospitalized in civilian hospitals during 2000–2004. We are already a provider of choice. We need to provide more services, more conveniently.
- According to research, Gig Harbor–Peninsula residents give MultiCare high marks for quality in everything from outpatient care to pediatrics.

## **Fact: Existing And Proposed Facilities And Services Do Not Compete With It.**

The health care needs in the Gig Harbor–Peninsula community are diverse. The services MultiCare has planned do not duplicate, but rather complement what is here now and what is proposed in the foreseeable future.

- While other health care providers are focusing efforts on bringing inpatient and emergency services to Gig Harbor, we are focused on making other kinds of care more accessible. MultiCare Gig Harbor Medical Park will meet the community's need for enhanced primary, urgent and outpatient specialty care on the west side of Gig Harbor.
- Much of the outpatient care that we intend to offer residents in their own community is currently being provided to the same patients by MultiCare facilities that are less conveniently located. Opening the MultiCare Gig Harbor Medical Park represents a shift of resources among MultiCare facilities; not an unnecessary duplication of services.
- MultiCare Gig Harbor Medical Park will be located in the Point Fosdick area, nearly five miles away from the proposed hospital.

## **Fact: Everyone Stands To Benefit From It.**

Patients aren't the only ones who will be positively impacted by having an expanded MultiCare presence in the community.

- A large number of MultiCare physicians live in the service area and would like to see patients there as an alternative to the daily commute.
- A large number of MultiCare Health System employees live in the Gig Harbor area. Opening a new facility in their own community would open up attractive opportunities for many to transfer closer to home.
- MultiCare will employ more than 100 employees at the Gig Harbor Medical Park.
- More patients and providers staying within the Gig Harbor area to receive and deliver care benefits everyone in terms of reduced traffic congestion.

# The Vision For More Convenient, Quality Care.

The MultiCare Gig Harbor Medical Park will comprise services that make sense for the people who live and work around the community.

**EXPANDED PRIMARY CARE** — Multicare is adding primary care practices in Gig Harbor to keep pace with growing patient demand.

**EXPANDED URGENT CARE** — Plans are in the works to expand hours and improve facilities at the MultiCare Gig Harbor Urgent Care Center, which is still Gig Harbor's only choice for urgent care. This expanded Center will also offer a specially dedicated service just for kids — Mary Bridge Urgent Care. We fully expect the Center to provide care to nearly 4,000 kids in its first year of operation alone.

**OUTPATIENT CANCER TREATMENT CENTER** — Here, patients fighting cancer have access to leading physicians and the most advanced protocols available. And they can take care of all of their medical oncology outpatient needs in the comfort and convenience of their own community.

**DAY SURGERY CENTER** — With advances in medicine, more surgeries which used to require a trip to the hospital, including pediatric, orthopedic, urological and gynecological procedures, can now be performed in a day surgery environment. Also, more patients are opting for elective procedures. Our proposed Day Surgery Center will include two operating rooms and two procedure rooms, as well as pre-op, post-anesthesia, and recovery capabilities to handle the increased demand for these services.

**NEW SPECIALTY SERVICES** — Other key medical services coming to the MultiCare Gig Harbor Medical Park include a Sleep Medicine Center and a Women's Health Center, offering essential and complementary women's health services.

Please show your support in the Certificate Of Need process. Help MultiCare, already a key provider of health care services in Gig Harbor, provide even more quality care — locally.