

# **Gig Harbor City Council Meeting**

**September 12, 2005  
7:00 p.m.**



**GIG HARBOR**

**"THE MARITIME CITY"**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
September 12, 2005 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**SPECIAL PRESENTATION:** Gig Harbor Kayak Club.

**PUBLIC HEARING:**

1. Latecomer's Agreement for Reimbursement of Municipal Sewer – Hazen (El Jireh Short Plat Sewer Main Extension).

**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 August 22, 2005.
2. Correspondence / Proclamations: a) Letter from AWC b) Letter from WFOA c) Letter from PSRC d) Proclamation – Constitution Week.
3. Liquor License Change of LLC: Water to Wine.
4. Liquor License Assumption: Olympic Village 76 Station.
5. Approval of Payment of Bills for September 12, 2005:  
Checks #48062 through #48178 in the amount of \$202,555.58.
6. Approval of Payroll for the Month of August:  
Checks # 3887 through #3934 and direct deposits in the amount of \$263,571.12.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Changing the Equivalent Residential Unit Assignment (ERU) for Laundromats.
2. Second Reading of Ordinance – Prentice Street Vacation – Boyd.
3. Public Art Contract Authorization – Rotary Pavilion at Skansie Brothers Park.

**NEW BUSINESS:**

1. First Reading of Ordinance – Clarifying the Requirements for Sewer Hook-ups.
2. Latecomer's Agreement for Reimbursement of Municipal Sewer – Hazen (El Jireh Short Plat Sewer Main Extension).
3. First Reading of Ordinance – Amending the Meeting Dates for Friends of the Parks Commission.
4. First Reading of Ordinance – Amendment to Title 15 Incorporating EHB 1848 Requirements for Weatherproofing.
5. First Reading of Ordinance – UTGO Bonds - Permanent Funding for Eddon Boatyard.

**STAFF REPORT:**

1. Mark Hoppen, City Administrator - St. Anthony's Update.
2. Mike Davis, Chief of Police – GHPD July / August Stats.

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:** Open Memo – Emergency Preparedness.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. GHN Traffic Committee – September 15<sup>th</sup> at 9:30 a.m.

**EXECUTIVE SESSION:** For the purpose of discussing potential litigation per RCW 42.30.100(1)(i).

**ADJOURN:**

## GIG HARBOR CITY COUNCIL MEETING OF AUGUST 22, 2005

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

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

### **PLEDGE OF ALLEGIANCE**

### **SPECIAL PRESENTATION:**

Randy Lumsden, Program Coordinator/Claims Manager for Association of Washington Cities, presented an Equity Distribution check from the AWC/RMSA in the amount of \$6,701.00. He then thanked the city for allowing the City Clerk, Molly Towslee, to serve on the Operations Committee.

### **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 August 8, 2005.
2. Correspondence / Proclamations: a) Proclamation - Aids Walk Day b) Proclamation – National Payroll Week.
3. Purchase Authorization – Crosswalk Lighting System.
4. Olympic Drive and 56<sup>th</sup> Street Roadway Improvement Project – Easements.
5. Public Art Contract Authorization – Rotary Pavilion at Skansie Brothers Park.
6. Liquor License Renewals: Hy-lu-Hee-Hee; Olympic Village 76.
7. Approval of Payment of Bills for August 22, 2005:  
Checks #47913 through #48061 in the amount of \$370,700.13.

Councilmember Franich asked that item number five, Public Art Contract Authorization, be moved to New Business for further discussion.

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

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Shoreline Master Program Precedence (Zone 05-796). John Vodopich, Community Development Director, presented this ordinance that would address the issue of non-conforming structures in the shoreline area. It would clarify that in the event of a discrepancy between the zoning code and the Shoreline Master Program that the SMP would prevail. The companion ordinance follows and proposes amendments to the Shoreline Master Program.

**MOTION:** Move to adopt Ordinance No.1011 as presented.  
Ruffo / Picinich – unanimously approved.

2. Resolution Accepting the Wright Annexation. John Vodopich recommended approval of this resolution for accepting an annexation of approximately 8.6 acres on the corner of Hunt / Skansie.

Councilmember Dick asked if a wetlands study had been received. Mr. Vodopich said that the wetlands report had been received on June 27<sup>th</sup> that identifies a small wetland on the south portion of the property adjacent to Hunt Street. Councilmember Franich asked for clarification on the current and proposed zoning designation.

**MOTION:** Move to adopt Resolution No. 652 accepting the Wright Annexation.  
Picinich / Dick – unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Changing the Equivalent Residential Unit Assignment (ERU) for Laundromats. John Vodopich presented information on this ordinance that would change the sewer connection fee for laundromats. He explained that the sewer connection fee would be changed based upon actual or projected flow calculations and verified after one year of operation.

Councilmember Franich suggested amending the language to include that a flow-meter be required. Mr. Vodopich explained that the impact to the sewer would be determined by the water usage and so another flow-meter would not be necessary. This will return for a second reading at the next meeting.

2. First Reading of Ordinance – Prentice Street Vacation – Boyd. John Vodopich presented information on this request to vacate a portion of Prentice Street that came before Council in May 9<sup>th</sup>. The city requested clarification on sewer utility easement which has been provided. This will return for a second reading at the next meeting.

3. Comprehensive Plan Amendments SEIS Preparation – Consultant Services Contract. John Vodopich presented the background information on this contract with David Evans and Associates to prepare the supplemental Environmental Impact Statement for the 2005 Comprehensive Plan Amendments.

Councilmember Ruffo asked about timing. Mr. Vodopich explained that the draft would be done by the end of the year. Councilmember Young added that the hospital portion would be back by September.

**MOTION:** Move to approve the Consultant Service Contract with David Evans and Associates in an amount not to exceed One Hundred Fifty-three Thousand Six Hundred Dollars (\$153,600.00).  
Ruffo / Conan – unanimously approved.

4. Public Art Contract Authorization – Rotary Pavilion at Skansie Brothers Park.

Mayor Wilbert said that after public input from the Gig Harbor Fisherman's Club, that the artwork should be amended to read "Skansie Brothers" rather than "Andrew Skansie." She then added that because there are girls in the family also, perhaps it should be changed to "Skansie Family."

Mark Hoppen explained that the Arts Commission had gone to the Fisherman's Club to ask about the nature of Andrew Skansie on the emblem, and what might be more appropriate, and "Skansie Brothers," the same name as the park, was determined to be the most appropriate.

Councilmember Franich asked that this agenda item be postponed until the next meeting to allow extra thought. Mr. Hoppen recommended inviting the Chairperson from the Gig Harbor Arts Commission, as well as members from the Fisherman's Club to come and speak to this issue.

Councilmember Picinich stressed that it should be specific to "The Andrew Skansie Family" as there are other families with the same surname.

**STAFF REPORT:**

Laureen Lund, Market Director – Welcome Center. Ms. Lund explained that the Lodging Tax Advisory Committee would like direction from Council in order to bring the visitor information center as a city function and to be housed at the Bogue Volunteer Center and paid for by Hotel/ Motel Tax funds. She explained that the Chamber of Commerce is looking for a new site, and this would be a good time to make this decision. She asked Councilmember Young, who serves as Chair for the LTAC, to explain further.

Councilmember Young said that the Welcome Center would best be served as a city function utilizing the Hotel/Motel Tax funds, and that the LTAC agrees that this is a logical transition. He apologized for the urgency in requesting a decision from the City Council, but the Chamber of Commerce must give notice the first of September, and has requested an answer as soon as possible.

Mayor Wilbert said that she has taken this idea to the Board of the Bogue Volunteer Center, and they have said that it is a positive move.

Councilmember Franich said that the type of service being done at the Bogue Volunteer Center serves the local citizens well. He said that a visitor's center mainly for tourists isn't the same thing and voiced a concern for a lack of space. Ms. Lund explained that the only space requirement would be one corner of the building with a brochure kiosk outside.

Councilmember Picinich stressed that the Welcome Center be visible. Ms. Lund said that parking is better there and that signage will be included in the 2006 Lodging Tax Budget.

Councilmember Picinich asked how many staff members would be required to run the center. Ms. Lund explained that a part-time coordinator would be hired and volunteers would fill in.

Councilmember Franich asked if the city would receive funds from the lodging tax fund for the use of the building. Mark Hoppen explained that a portion of the costs such as staffing and maintenance would be paid from the lodging tax fund.

**MOTION:** Move to take over the function of the Welcome Center as a city function as of January 1, 2006, and housing this function in the Bogue Volunteer Center.  
Young / Ruffo – five voted in favor. Councilmember Franich voted no.

Mark Hoppen reported that he recently attended the summer conference for the Washington City / County Management Association and learned that the cities of Sammamish, Mercer Island, Bellevue, Kirkland, and Redmond have teamed together to generate an on-line permitting process. He explained that this is a functioning model being studied by the International City / County Management Association. He continued to say that the process currently handles up to 60% of the permitting process on-line, and that he has asked staff to bring back information to consider for this budgeting process. One idea is to replicate the model and partner with Pierce County, University Place, Sumner and Puyallup. The other possibility is to join the existing consortium and have immediate access to the model. Mr. Hoppen finalized by saying that the cost to Sammamish for 60% of their permitting being done on-line is \$30,000.00.

Carol Morris, City Attorney, advised Council that the city's ordinance related to the provision of extending utilities outside the city limits was copied by the City of Stanwood. She had been hired to defend a challenge to the ordinance by Master Builders and Federal Court will come out with a decision on that in early September. In addition, King County Superior Court has a recent upheld a similar ordinance in a case involving Auburn. The challenge is that the cities cannot require property owners to conform to the city's development standards and the requirement to annex when requesting utilities outside their city limits.

**PUBLIC COMMENT:** None.

**COUNCIL COMMENTS / MAYOR'S REPORT:** Gig Harbor Community Center. Mayor Wilbert said that she had distributed an invitation to attend the upcoming September 27<sup>th</sup> kick-off for the Boys & Girls Club fundraiser in Gig Harbor. She encouraged support for this project.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Eddon Boat Park Committee Meeting – August 29, 2005 - 5:30 p.m. at the Civic Center.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:58 p.m.  
Franich /Young – unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1 – 21.

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Gretchen A. Wilbert, Mayor

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Molly Towslee, City Clerk



RECEIVED  
AUG 16 2005

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www.awcnet.org

August 10, 2005

Mayor Gretchen Wilbert  
City of Gig Harbor  
3510 Grandview St  
Gig Harbor, WA 98335

*Gretchen*  
Dear Mayor Wilbert:

On behalf of the Association of Washington Cities Board of Directors, I want to thank you for your support and assistance this year. Your commitment to this partnership of Washington cities and towns enables AWC to be an effective voice before the legislature and allows us to provide you with quality training programs and other valuable member services.

As we look forward to 2006, we hope you will again join with city officials across the state and participate in your Association. Your commitment to the Association of Washington Cities will help us to continue to work hard to address the many difficult issues faced by cities throughout the state. We are dedicated to providing outstanding services to the City of Gig Harbor.

To assist you with your budgeting process, we have calculated your 2006 AWC service fee. Your fee is estimated to be \$3,594.83, based upon the Office of Financial Management's most recent population figure of 6,765. The per capita service fee rate for your size city is .5314, which was adjusted, according to AWC policy, by the difference in the Implicit Price Deflator for state and local government purchases from June 2004 to June 2005.

**This is simply a notice of your 2006 service fee; we will send you an invoice in December.**

Thank you again for your support and participation. Please feel free to contact me or Mike McCarty at (360) 753-4137 or toll-free (800) 562-8981, if you have any questions regarding this notice or any AWC services.

Sincerely,

Stan Finkelstein  
AWC Executive Director

Cc: David Rodenbach, Finance Director





# Washington Finance Officers Association

7835  
AUG 11 2005

August 8, 2005

Gretchen Wilbert, Mayor  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor Wilbert:

This is to notify you that the City of Gig Harbor 2005 Budget has earned the Washington Finance Officers Association Distinguished Budget Award. This award is patterned after the Government Finance Officers' Program and is the highest form of recognition in fiscal planning and budgeting within the State of Washington. In order to earn this award, the budget documents are critiqued by a minimum of two reviewers who return a favorable response. I have received at least two favorable responses from the reviewers of your 2005 document.

A summary of the responses will be mailed under separate cover to the official requesting the results. Please be sure to look these comments over carefully as they contain valuable suggestions that will help to ensure receiving a WFOA Budget Award in the future.

The budget document is judged on meeting program criteria covering policies, operations, financial planning and communications. The receipt of this award is evidence of an interest in effective fiscal management programs benefiting the customers of the City of Gig Harbor. You and your staff are to be commended for such an interest.

A plaque and certificates for your 2005 budget document will be available for presentation at the 50<sup>th</sup> annual WFOA conference in SeaTac this September. These items may be picked up at the education table.

Sincerely,

Bonita R. Fell  
WFOA Budget Awards Chair  
% City of Kent Finance Department  
220 Fourth Avenue South  
Kent, WA 98032-5895  
Telephone: 253-856-5245  
Email: [bfell@ci.kent.wa.us](mailto:bfell@ci.kent.wa.us)

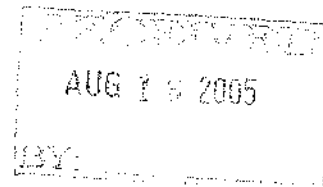
cc: David Rodenbach, Finance Director

# Puget Sound Regional Council



August 15, 2005

The Honorable Gretchen Wilbert, Mayor  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335



Dear Mayor Wilbert:

Thank you for your continued membership in the Puget Sound Regional Council. PSRC coordinates policy decisions about regional growth, transportation, and economic planning in King, Kitsap, Snohomish, and Pierce counties. It distributes about \$160 million in federal transportation funds each year. Membership in the PSRC provides you with access to regional decision-making, federal funds, a wealth of data and forecasting information, and more.

Several years ago, the PSRC joined forces with the region's Economic Development District to increase government efficiency and further integrate the many facets of the region's economic development planning with its growth management and transportation planning. Through the EDD, ten projects in the region have received more than \$17 million in federal EDA funds in the last decade. This past year the EDD launched the development of a new regional economic strategy, which will integrate with our current long-range vision for growth and transportation. The City of Gig Harbor is an important part of taking the region to the next level.

The Puget Sound Regional Council's adopted FY 2006 budget for total membership dues did not include an increase over the previous year's amount. The distribution to individual members did change based on the changes in the most current population and total assessed valuation figures of membership jurisdictions (attachment enclosed).

Member dues are based on a formula that combines both the assessed value and the population of each jurisdiction. The total membership dues are first divided in half. The first half is allocated based on each jurisdiction's assessed valuation to the total regional assessed value. The second half is allocated based on each jurisdiction's population in proportion to the total regional population. The calculation also allows for jurisdictions with a population of 4,500 or less to be assessed a maximum of \$ 491.

The dues for the City of Gig Harbor are \$2,770 for FY 2006, and an invoice has been sent to your financial manager.

If you have any questions, please contact Diana Lauderbach at (206) 464-5416. We look forward to continuing to work with you.

Thank you.

Sincerely,

John W. Ladenburg, Executive  
Pierce County  
President, Puget Sound Regional Council  
President, Economic Development District

Sue Singer, Mayor Pro Tem  
City of Auburn  
Vice-President, Puget Sound Regional Council

cc: Financial Officer

Enclosure

**PUGET SOUND REGIONAL COUNCIL  
FY 2006 DUES ASSESSMENTS**

	2,005 POPULATION	2004 PROPERTY VALUES FOR 2005 TAXES	FY 2006 DUES	CPSRDD FY 2006 DUES	Combined Total FY 2006 Dues
<b>UNINCORPORATED COUNTIES</b>					
King	364,498	38,558,601,160	113,907	10,298	124,205
Kitsap	167,920	12,274,405,982	44,557	4,028	48,586
Pierce	345,940	22,976,294,506	88,461	7,997	96,459
Snohomish	315,390	27,715,581,557	90,413	8,174	98,587
<b>TOTAL COUNTIES</b>	<b>1,193,748</b>	<b>101,524,883,205</b>	<b>337,339</b>	<b>30,498</b>	<b>367,836</b>

**CITIES**

Algona	2,660	306,458,059	450	41	491
Arlington	14,980	1,357,234,464	4,353	394	4,747
Auburn*	47,470	4,702,089,799	14,374	1,299	15,673
Bainbridge Island	22,200	3,974,966,758	9,284	839	10,123
Beaux Arts	297	76,340,047	158	14	172
Bellevue	115,500	22,291,739,434	50,626	4,577	55,203
Bonney Lake	14,370	1,164,760,003	3,978	360	4,338
Bothell*	31,000	4,560,988,322	11,537	1,043	12,579
Bremerton	34,580	1,848,037,215	8,195	741	8,936
Buckley	4,515	267,630,253	1,108	100	1,208
Burien	31,040	2,922,767,212	9,180	830	10,010
Clyde Hill	2,780	1,069,981,386	450	41	491
Covington	16,610	1,332,013,923	4,577	414	4,991
Du Pont	5,410	606,085,665	450	41	491
Duvall	5,595	616,457,832	1,784	161	1,945
Eatonville	2,330	131,960,469	450	41	491
Edgewood	9,460	792,099,105	2,655	240	2,895
Edmonds	39,860	4,819,291,927	13,326	1,205	14,531
Enumclaw	11,190	812,349,842	2,961	268	3,229
Everett	97,500	9,049,119,416	28,644	2,590	31,234
Federal Way	85,800	6,502,361,112	23,100	2,088	25,188
Fife	4,855	1,085,647,520	2,342	212	2,554
Fircrest	6,080	453,997,315	1,627	147	1,774
Gig Harbor	6,765	1,010,574,497	2,540	230	2,769
Granite Falls	3,060	189,474,077	450	41	491
Hunts Point	450	638,431,912	450	41	491
Issaquah	17,060	3,345,446,828	7,554	683	8,237
Kenmore	19,290	2,144,783,082	6,179	559	6,737
Kent	84,920	8,830,648,706	26,318	2,379	28,697
Kirkland	45,740	7,896,393,909	18,705	1,691	20,396
Lake Forest Pk	12,730	1,690,944,069	4,475	405	4,879
Lake Stevens	7,185	514,776,492	1,891	171	2,062
Lakewood	58,850	3,774,892,590	14,856	1,343	16,199
Lynnwood	34,830	3,438,229,341	10,529	952	11,481
Maple Valley	17,870	1,581,468,087	5,139	465	5,603
Marysville	29,460	2,179,343,938	7,855	710	8,565
Medina	2,930	2,144,865,591	450	41	491
Mercer Island	21,710	6,449,428,998	12,775	1,155	13,930
Mill Creek	14,320	1,603,712,113	4,603	416	5,019
Milton*	6,100	462,936,166	1,643	149	1,792
Monroe	15,920	1,205,791,493	4,285	387	4,672
Mountlake Terrace	20,390	1,568,596,035	5,523	499	6,023
Mukilteo	19,360	2,452,576,814	6,634	600	7,233

**PUGET SOUND REGIONAL COUNCIL  
FY 2006 DUES ASSESSMENTS**

	2,005 POPULATION	2004 PROPERTY VALUES FOR 2005 TAXES	FY 2006 DUES	CPSEDD FY 2006 DUES	Combined Total FY 2006 Dues
Newcastle	8,890	1,404,734,436	3,448	312	3,760
North Bend	4,685	542,089,218	1,531	138	1,670
Orting	4,820	253,276,410	450	41	491
Pacific*	5,770	399,620,469	1,499	136	1,635
Port Orchard	8,250	548,529,529	2,110	191	2,301
Poulsbo	7,450	739,142,516	2,258	204	2,462
Puyallup	35,830	2,847,035,843	9,836	889	10,726
Redmond	47,600	9,320,368,533	21,057	1,904	22,960
Renton	56,840	6,697,750,147	18,751	1,695	20,446
Ruston	745	56,674,423	201	18	220
Sammamish	38,640	6,461,339,828	15,500	1,401	16,901
SeaTac	25,140	3,430,801,783	8,969	811	9,780
Seattle	573,000	88,278,105,726	218,971	19,796	238,768
Shoreline	52,500	5,579,304,408	16,443	1,487	17,930
Skykomish	210	20,258,173	63	6	68
Snohomish	8,700	706,248,300	2,410	218	2,628
Snoqualmie	6,345	1,004,145,544	2,463	223	2,686
Starwood	4,580	391,312,680	450	41	491
Steilacoom	6,175	478,934,049	1,678	152	1,830
Sultan	4,225	283,846,653	450	41	491
Sumner	8,940	1,057,238,889	2,955	267	3,222
Tacoma	198,100	13,212,370,610	50,736	4,587	55,323
Tukwila	17,110	3,451,874,454	7,716	698	8,413
University Place	30,980	2,158,674,985	8,068	729	8,797
Woodinville	10,140	1,897,492,115	4,359	394	4,753
Woodway	1,140	411,190,254	450	41	491
Yarrow Point	960	567,408,223	450	41	491
<b>TOTAL CITIES</b>	<b>2,212,787</b>	<b>276,067,460,014</b>	<b>741,734</b>	<b>67,058</b>	<b>808,793</b>
<b>Indian Tribe Members</b>					
The Suquamish Tribe			450	41	491
Muckelshoot Indian Tribal Council			450	41	491
<b>TOTAL INDIAN MEMBERS</b>			<b>900</b>	<b>82</b>	<b>982</b>
<b>Total COUNTY &amp; CITIES</b>	<b>3,406,535</b>	<b>377,592,343,219</b>	<b>1,079,972</b>	<b>97,638</b>	<b>1,177,611</b>
<b>ASSOCIATE MEMBERS</b>					
Island County			450	41	491
Thurston Regional Planning Council			450	41	491
Puyallup Indian Tribe			450	41	491
Tulalip Tribes			450	41	491
University of Washington, Evans School of Public Affairs			450	41	491
<b>TOTAL ASSOCIATE MEMBERS</b>			<b>2,250</b>	<b>203</b>	<b>2,453</b>
<b>STATUTORY MEMBERS</b>					
Port of Bremerton			3,710	335	4,045
Port of Seattle			56,209	5,084	61,293
Port of Tacoma			33,726	3,050	36,776
Port of Everett			11,242	1,017	12,259
State Transp. Commission			5,621	508	6,129
<b>TOTAL STATUTORY MEMBERS</b>			<b>110,508</b>	<b>9,994</b>	<b>120,502</b>
<b>TOTAL DUES FOR FY 2006</b>			<b>1,192,730</b>	<b>107,835</b>	<b>1,300,566</b>

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

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

*WHEREAS, September 17, 2005 marks the two hundred eighteenth anniversary of the drafting of the Constitution of the United States of America by the 1787 Constitutional Convention; and*

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

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

*NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, hereby declare the week of September 17 through September 23 as*

## CONSTITUTION WEEK

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

*In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 12th day of September, 2005.*

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

\_\_\_\_\_  
Date



21015 Springhaven Way E.  
Bonney Lake, WA 98390  
August 1, 2005

Ms. Molly Towslee  
City Clerk  
Gig Harbor, WA 98335

Dear Ms. Towslee,

Constitution Week is proclaimed every year from September 17<sup>th</sup> through the 23<sup>rd</sup> by Governors and Mayors throughout our country. As in previous years our chapter of The National Society Daughters of the American Revolution is requesting that Mayor Gretchen Wilbert honor the signing of the U. S. Constitution by again making this proclamation.

This year will be the two hundred and eighteenth anniversary of the signing. If she is willing, would you please contact me when the Proclamation is ready, or if I, or a representative, might pick it up at the September City Council meeting?

I will send Mayor Wilbert a letter with our request following your reply.

Thank you for your assistance.

Sincerely,

Barbara L. Waid, Regent  
Elizabeth Forey Chapter, NSDAR

Phone: 1-253-862-6557  
E-mail: [cbwaid@comcast.net](mailto:cbwaid@comcast.net)



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 8/29/05

TO: MOLLY TOWSLEE, CITY CLERK

CORRECTED

RE: CHANGE OF LOCATION APPLICATION
from WATER TO WINE
3028 HARBORVIEW DR
GIG HARBOR WA 98335-1962

APPLICANTS:

WATER TO WINE L.L.C.

FORECKI, GAIL MARIE 1966-07-02
FORECKI, PAUL ROBERT 1966-04-28

License: 082542 - 1U County: 27
UBI: 602-204-687-001-0002
Tradename: WATER TO WINE
New Loc: 9014 PEACOCK HILL AVE STE 103A
GIG HARBOR WA 98332

Mail: 6701 85TH AVE NW
GIG HARBOR WA 98335-6223

Phone No.: 253-853-9463

Privileges Applied For:
BEER/WINE SPECIALTY SHOP

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION

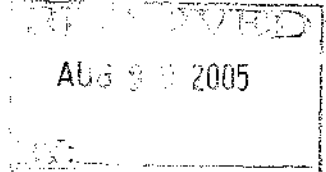


RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 8/25/05

TO: MAYOR OF GIG HARBOR

CORRECTED

RE: ASSUMPTION
From M&J FUEL, L.L.C.
Dba OLYMPIC VILLAGE 76



APPLICANTS:

Z A A L LLC

AL-BERHANY, WAHAB HANUN
1966-07-02

X MERJAN, NDHAL
(Spouse) 1961-11-11

License: 071544 - 1U County: 27
UBI: 602-525-373-001-0001
Tradenname: OLYMPIC 76 GAS STATION AND FOOD MART
Loc Addr: 5555 SOUNDVIEW DR NW
GIG HARBOR WA 98335

Mail Addr: 28011 20TH AVE S
FEDERAL WAY WA 98003

Phone No.: 253-946-5799 WAHAB ALBERMANY

Privileges Applied For:
GROCERY STORE - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

- 1. Do you approve of applicant?
2. Do you approve of location?
3. If you disapprove and the Board contemplates issuing a license, do you wish to request an adjudicative hearing before final action is taken?
4. If you disapprove, per RCW 66.24.010(8) you MUST attach a letter to the Board detailing the reason(s) for the objection and a statement of all facts on which your objection(s) are based.

YES NO checkboxes for questions 1-3

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: SECOND READING OF ORDINANCE AMENDING GIG HARBOR**  
**MUNICIPAL CODE 13.32.060 – CHANGING THE EQUIVALENT**  
**RESIDENTIAL UNIT ASSIGNMENT (ERU) FOR LAUNDROMATS**  
**DATE: SEPTEMBER 12, 2005**

**INTRODUCTION/BACKGROUND**

The City received a written request from Jody and Carmen McNamer to amend Section 13.32.060(B)(17) of the City's Municipal Code. Currently, laundromats are assessed one sewer connection (Equivalent Residential Unit) per each laundry machine. Under the proposed Ordinance Amendment, the sewer connection fee would be changed to the sewer connection fee being based upon actual or projected flow calculations with the payment of a minimum of one sewer connection fee. This was based upon supporting documentation supplied by the McNamer's to the City Engineer demonstrating the efficiency of modern commercial laundry machines.

The proposed ordinance has been reviewed and approved by the City Attorney.

**RECOMMENDATION**

Staff recommends that the proposed ordinance be adopted at this second reading.

ORDINANCE NO. 10xx

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER RATES AND CHARGES, CHANGING THE MANNER IN WHICH EQUIVALENT RESIDENTIAL UNITS ARE ASSIGNED TO LAUNDROMATS FOR THE PURPOSE OF DETERMINING THE SEWER CONNECTION FEE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.**

---

WHEREAS, the City assigns equivalent residential units (ERUs) to the different classes of sewer service in order to determine the sewer connection fees; and

WHEREAS, the City received a request from Jody and Carmen McNamer, (ZONE 05-772) to amend Section 13.32.060(B)(17) of the Gig Harbor Municipal Code with regards to the assignment of equivalent residential units for Laundromats; and

WHEREAS, the City Engineer reviewed the McNamer amendment request and concurred that the current method for assignment of equivalent residential units for laundromats should consider the efficiency of modern commercial laundry machines; and

WHEREAS, the City Engineer has determined that allowing for actual or projected flow calculations when calculating the assignment of equivalent residential units for laundromats is a more appropriate method for determining sewer connection fees for laundromats; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is categorically exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Council considered this ordinance during regular meetings on August 22 and September 12, 2005, Now, Therefore,

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

Section 1. Section 13.32.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.32.060. Connection fees.**

\* \* \*

B. The method/formula for determining the basic hook-up charge adjustment shall be: (basic hook-up charge/ERU) (number of ERUs) = total hook-up charge. The below assignment of equivalent residential units (ERU) to classes of service shall be used. The ERU assignment shall be applied on a proportionate basis.

***Class of Service***

***ERU Assignment***

\* \* \*

17. Laundromats

1 ERU per machine or actual or projected flow calculations approved by the city engineer. See subsection D below for more information about actual and projected flows.

18. Commercial (commercial shall include all classes not otherwise included in this table.)

1 ERU per 1600 sq. ft. or less of interior floor space. For commercial establishments in excess of 1,600 square feet of interior floor space, the City may use actual or projected flow calculations approved by the City engineer. See subsection D below for more information about actual and projected flows.

(Commercial shall include all classes not otherwise included in this table) For commercial establishments in excess of 1,600 square feet of interior floor space, the city may use actual or projected flow calculations approved by the city engineer;

provided however, the minimum connection fee shall not be less than one equivalent residential unit. If projected flow calculations are used, the connection fee shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated.

~~20. Heavy industrial waste—Same as Class 17  
with more than 1 ERU per machine  
a) 200 lbs of BOD per  
day, or  
b) 200 lbs of S.S. per  
day or  
c) 10,000 gallons or  
more per day  
\* \* \*~~

~~C. Where seating is on benches or pews, the number of seats shall be computed on the basis of one seat for each 18 inches of bench or pew length.~~

~~D. Where actual or projected flows are used, the minimum connection fee shall not be less than one equivalent residential unit. If projected flow calculations are used, the connection fee shall be adjusted after the first year of operation of the establishment to reflect actual flow usage in the event the flows were underestimated. If projected flow calculations are proposed, it shall be the responsibility of the applicant to provide the engineered water consumption or other information necessary to determine the sewer flow, expressed in gallons per day (GPD).~~

Section 2. 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 3. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

**SUMMARY OF ORDINANCE NO. 10xx**

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. 10xx, the main points of which are summarized by its title as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO SEWER RATES AND CHARGES, CHANGING THE MANNER IN WHICH EQUIVALENT RESIDENTIAL UNITS ARE ASSIGNED TO LAUNDROMATS FOR THE PURPOSE OF DETERMINING THE SEWER CONNECTION FEE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.32.060.**

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2005.

---

MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF AN ORDINANCE - PRENTICE AVENUE**  
**STREET VACATION REQUEST - BOYD**  
**DATE: SEPTEMBER 12, 2005**

**INTRODUCTION/BACKGROUND**

On April 11, 2005, City Council approved Resolution 644 setting May 9, 2005 as the date to hear public testimony regarding the requested street vacation initiated by Mr. Bill Boyd. The City received a petition on March 21, 2005 from Mr. Boyd, to vacate a portion of Prentice Avenue abutting his property as shown on exhibits A and B on the attached ordinance in accordance with GHMC 12.14.002C. At the May 9<sup>th</sup> meeting, it was determined that there was a sewer line located within a portion of right-of-way abutting Mr. Boyd's property. City staff contacted Mr. Boyd's representative, Thornton Land Surveying on two separate occasions to advise him of the utility line and if he would like to proceed given that he would now need to provide the City with an easement in order to proceed with the street vacation. On August 9, 2005, Mr. Boyd contacted the City and requested that the street vacation move forward and stated that he was willing to provide the necessary easement as shown in Section 4 of the attached Ordinance. In accordance with GHMC 1.08(3), this Ordinance should be reintroduced if not adopted at or prior to the third regular meeting after the introductory meeting (of May 9, 2005). Another first reading was held on August 22, 2005.

Specifically, the request is for the vacation of the portion of Prentice Avenue right-of-way currently held by the City, and abutting the northwest property frontage of Lot A of Boundary Line Adjustment No. 200409165003. Prior research on this right-of-way has determined that this portion of Prentice Avenue was platted in Pierce County in 1888 and was not opened or improved by 1905, therefore it automatically was vacated by operation of law in 1896. The City's ability to open this portion of Prentice Avenue is barred by lapse of time and the city has no interest in the street. In order to ensure that this portion of Prentice Avenue is placed on tax rolls and the ownership is formally recorded, the property owner has requested that the City vacate the street under GHMC 12.14.

The right-of-way proposed for vacation along Prentice Avenue is surplus to the City's needs, and the City does not have any plans for improving the right-of-way proposed for vacation. The vacation request will not eliminate public access to any property.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATION**

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



**ORDINANCE NO. 10xx**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING A PORTION  
OF PRENTICE AVENUE, BETWEEN PEACOCK HILL  
AVENUE AND WOODWORTH AVENUE.**

---

WHEREAS, the City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law; and

WHEREAS, the portion of Prentice Avenue subject to this vacation request was created in the Plat of the Woodworth's Addition, recorded in the records of Pierce County in 1891; and

WHEREAS, the referenced portion of street right-of-way has never been opened or improved as a public street; and

WHEREAS, the referenced portion of street right-of-way was located in Pierce County during the period of five years prior to 1909, and there is no evidence that it was used as a street during such period; and

WHEREAS, the City Council passed Resolution No. 644 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on May 9, 2005, and at the conclusion of such

hearing determined that the aforementioned right-of-way vacated by operation of law and lapse of time; Now, Therefore,

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

Section 1. The City Council finds that the unopened portion of the platted Prentice Avenue right-of-way, lying between Peacock Hill Avenue and Woodworth Avenue, abutting the northwest property frontage of Lot A of Boundary Line Adjustment No. 200409165003, attached hereto as legally described in Exhibit A and incorporated by this reference and as shown as depicted on Exhibit B, has vacated by lapse of time and operation of law under the Laws of 1889-90, Chapter 19 (Relating to County Roads), Section 32, p. 603, as Amended By Laws of 1909, Chapter 90, Section 1, p. 189, repealed in 1936 by the Washington State Aid Highway Act (Laws of 1936, Chapter 187, p. 760).

Section 2. The City has the authority to adopt a vacation ordinance to formally remove the cloud on the title of the referenced right-of-way area, but this street vacation ordinance does not affect the rights of anyone, including any rights the public may have acquired in the right-of-way since the street was vacated by operation of law.

Section 3. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 4. The City has an easement over, under and through the street as generally depicted on Exhibit B. The City shall retain its existing easement in the street

for the purpose of maintaining, operating, repairing and replacing the sewer utilities in place.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 12<sup>th</sup> day of September, 2005.

CITY OF GIG HARBOR

By:

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
Molly M. Towslee, City Clerk

APPROVED AS TO FORM:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

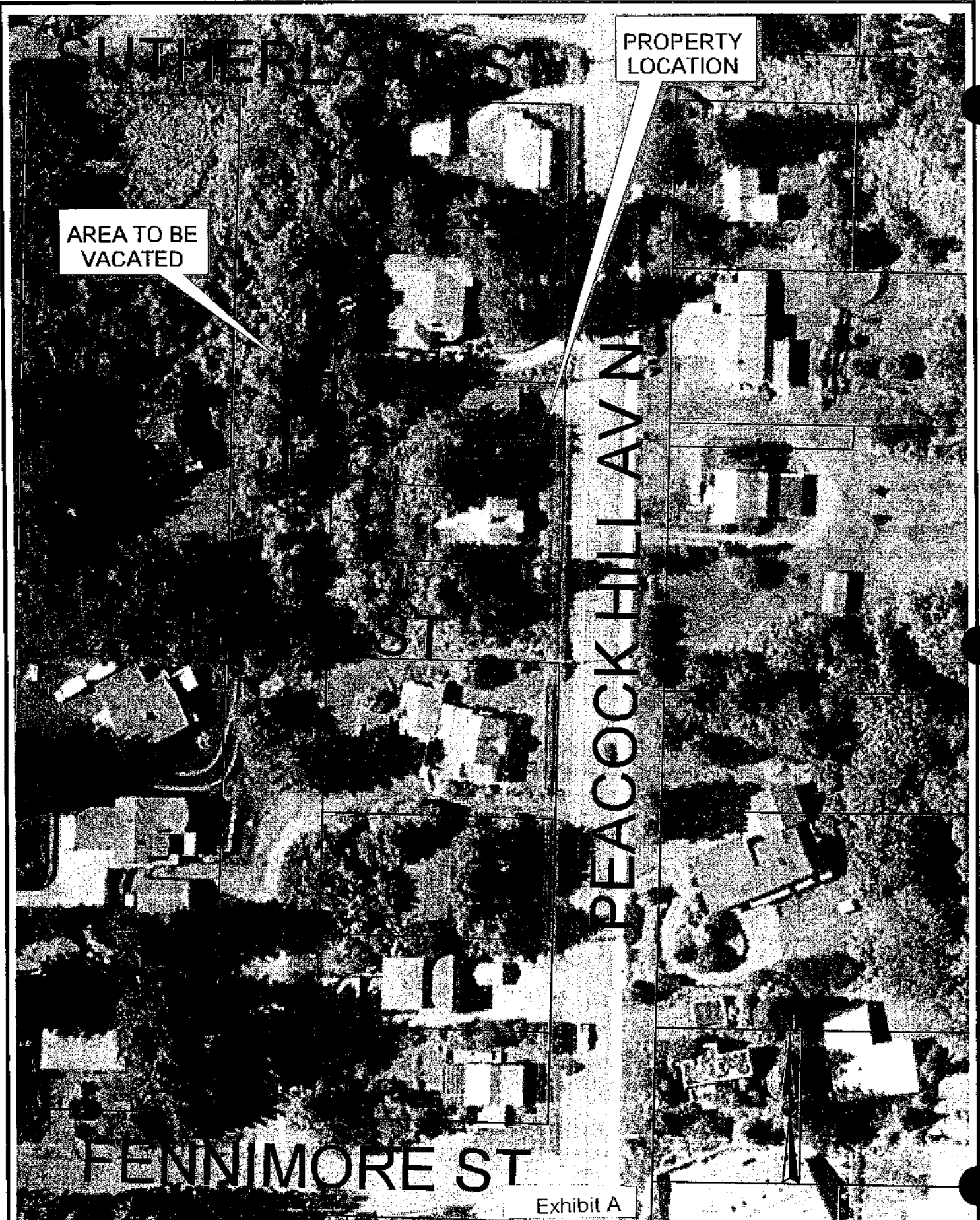
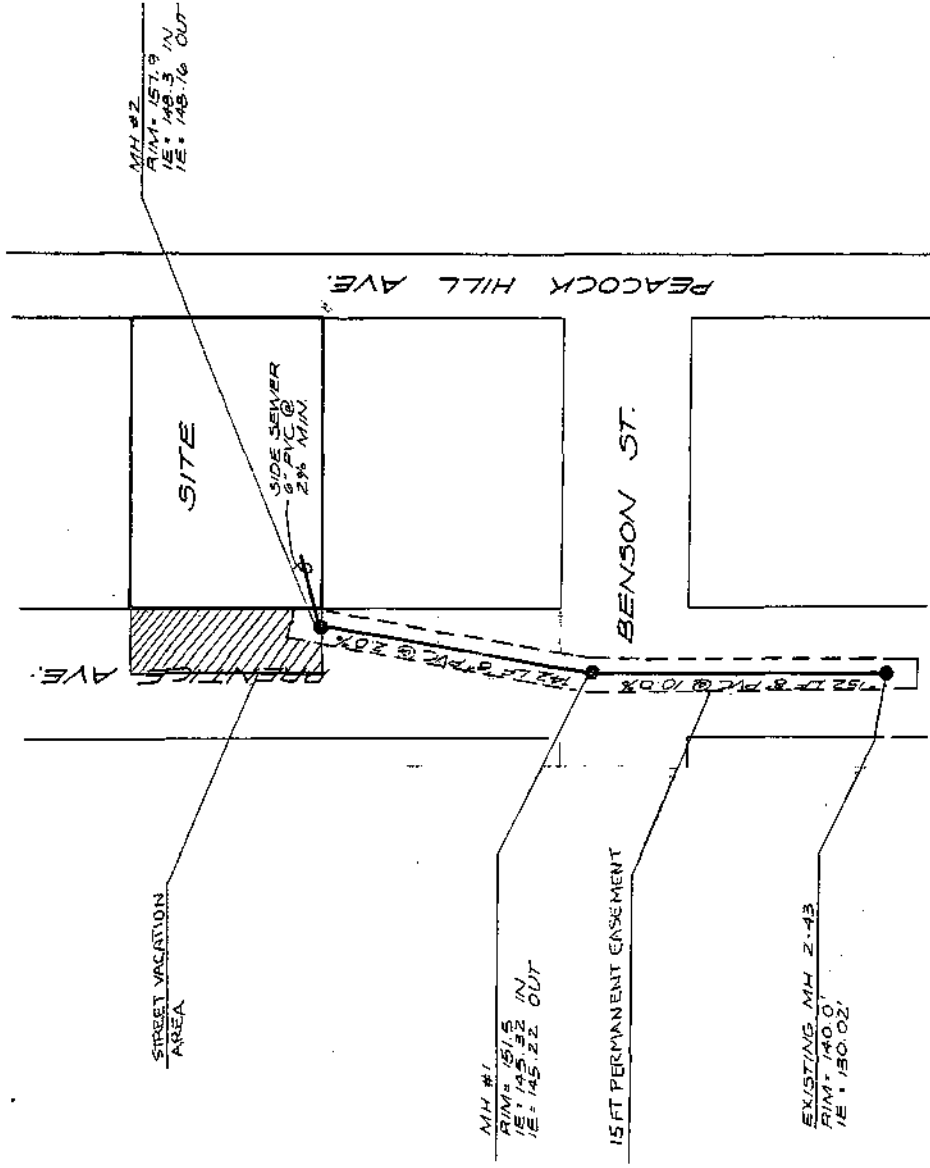


Exhibit A

LOCATION MAP  
BOYD STREET VACATION

(PROJ - 2005a)

# Exhibit B



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

On September 12, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING A PORTION  
OF PRENTICE AVENUE, LYING WEST OF PEACOCK  
HILL AVENUE AND EAST OF WOODWORTH AVENUE IN  
GIG HARBOR, WASHINGTON.**

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

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_,  
2005.

BY: \_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: RENEE CRIST, CHAIR, GIG HARBOR ARTS COMMISSION**  
**SUBJECT: PUBLIC ART CONTRACT AUTHORIZATION – ROTARY PAVILION**  
**AT SKANSIE BROTHERS PARK**  
**DATE: SEPTEMBER 12, 2005**

**INFORMATION/BACKGROUND**

The Gig Harbor Arts Commission (GHAC) advertised for a request for proposals (RFP) for a permanent art installation at the Rotary Pavilion located at the Skansie Brothers Park. The Pavilion is comprised of a 31-ft. x 30-ft. covered structure to be used for year-round outdoor events and public use. The base of the structure is a cement slab. In the center of the slab, a 6-ft diameter circle has been reserved for public art and has been filled with a gravel/sand mixture until the artwork has been chosen and placed. As identified in the RFP, preference would be given to artwork that provided a visual reference to the history of Skansie Brothers Park, made with weather-resistant materials of a non-slick finish and designed in a manner that provides for unobstructed foot-traffic.

The first "call for public art" had a budget of \$2,000.00. It was published in December 2004 in the Peninsula Gateway, posted on the city's website and sent to those artists in the GHAC's database which included those artists that participated in the "call for public art" for the Civic Center. Only three artists responded. The GHAC voted to readvertise and raise the budget to \$5,000.00 in hopes of generating more interest for this project. A second RFP was advertised on March 16, 2005, which generated six proposals. After individually scoring the proposals, the Commission members discussed ranking and design considerations according to the criteria set forth in the RFP guidelines and requirements.

The artwork of local artist Mardie Rees was selected due to her knowledge and unique design of the project. She presented a drawing of a low relief sculpture with a historical reference to both the commercial fishing industry and Andrew Skansie, whose house still stands on the property. As Ms. Rees identified in her proposal, the material will be cast into Portland cement and sealed with a non-slick finish that will protect the piece from stains and wear. The piece will be sculpted very low (similar to what you see on a coin) in order to handle foot-traffic. The piece will face the viewer when entering from the Harborview Drive side. Ms. Rees pointed out that this will enable the viewer to look from the relief and out to the waterfront, once again serving as a reminder of what once passed through the waters of Gig Harbor in the early 1900's.

Exhibit A of the contract is a sketch of what the art piece will look like, however the name "Andrew Skansie Est Circa 1910" will be changed to "Skansie Brothers." The Arts Commission consulted the Fishermen's Club and asked the members what would be the most appropriate name for this piece. The Club discussed this at one of their regular meetings and recommended that Skansie Brothers would be regarded as most appropriate.

The installation will be completed in full on or before April 15, 2006.

The City Attorney has reviewed and approved this contract.

**FISCAL CONSIDERATION:** This project was anticipated in the adopted 2005 Budget and identified under the Public Art Capital Projects Fund and is within the allocated amount of \$30,000.

**RECOMMENDATION:**

The Arts Commission recommends that Council authorize the execution of the Artist Services Contract with Mardie Rees in the total amount not to exceed Five Thousand Dollars (\$5,000.00).





**ARTIST SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
MARDIE REES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Mardie Rees, a sole proprietor, organized under the laws of the State of Washington, located and doing business at 515 North 2<sup>nd</sup> Street, #209, Tacoma, Washington, 98403 (hereinafter the "Artist").

**RECITALS**

WHEREAS, the City Desires that the Artist perform services necessary to create and place a piece of artwork in the new Rotary Pavilion at the Skansie Brothers Park; and

WHEREAS, the Artist agrees to perform the services more specifically described in the Scope of Services which is attached hereto as Exhibit A, and to provide the City with a piece of artwork as described therein; and

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

**Section 1. Retention of Artist**

The City hereby retains the Artist to perform the work and services herein described, and the Artist agrees to provide a piece of artwork to the City, as described in Exhibits A and B. Exhibit A is a drawing and description of the proposed artwork to be provided to the City by the Artist under this Agreement. Exhibit B shall set forth the details relating to the payment schedule.

**Section 2. Scope of Work**

A. The Artist shall provide the City with the Artwork by performing all services and work on or before the deadlines established in this Agreement, for the design, fabrication, transportation and installation of the Artwork for the Rotary Pavilion site.

B. The Artist shall determine the artistic expression, scope, design, size, material, texture, color and location of the artwork within the guidelines set forth by the Gig Harbor Arts Commission, approved by the City and as described in Exhibit A.

C. A drawing and description of the proposed artwork is attached to this Agreement as Exhibit A.

D. The City may request revisions to the artwork for practical (non-aesthetic reasons) beyond the scope of the proposal. The City recognizes that additional fees may be charged for additional services provided by the Artist that are not included herein (or in any of the Exhibits).

### **Section 3. Execution of Work**

A. The Artist shall install the Artwork at the specific location designated by the City in Exhibit A.

B. The Artist shall complete the fabrication and installation of the Artwork in substantial conformity with Exhibit A.

C. The Artist reserves the right to make minor changes to the Artwork as deemed aesthetically and structurally necessary. The Artist shall present any significant changes, such as (1) changes in scope, design, color, size, material or texture of the artwork; (2) change of location on the site; or (3) changes in preparation or maintenance of the artwork, to the City for review and approval. Any revisions submitted by the Artist and approved in writing by the City, shall be incorporated in this Agreement.

D. Any revisions proposed by the City or decisions rendered by the City affecting the site or Artwork shall be promptly submitted to the Artist for review.

E. The Artist shall install the completed Artwork in the Rotary Pavilion located at the Skansie Brothers Park located on Harborview Drive, Gig Harbor, Washington.

### **Section 4. Time Schedule**

A. The Artist shall commence work on the Artwork on the date of execution of this Agreement by both parties, and shall complete the Artwork, including all phases on or before April 15, 2006.

B. It shall be the responsibility of the Artist to contact the City during all phases of the work and make any necessary arrangements pertaining to this Agreement, such as transportation, etc.

C. In the event that the Artist is completed in advance of the time provided in the schedule for installation, the Artist shall notify the City and request permission for early installation. The City may or may not agree to early installation, depending upon park activities or other City activities. If the City does not allow early installation, the Artist shall bear all costs relating to storage, transportation to any storage site, and insurance for the Artwork until installation.

D. In the event that the City requests that the Artist delay installation of the Artwork, the City shall pay any additional costs incurred by the Artist relating to storage, transportation and insurance.

### **Section 5. Review of Work in Progress**

The City or its representatives shall have the right, at reasonable times, to view the Artwork during the fabrication and installation. The Artist shall submit written progress reports (if requested by the City) to the City, so that the City can determine the completion of the phases of the Artwork, as set out in Section 7, Payment.

#### **Section 6. Delivery and Installation**

A. The Artist shall notify the City when fabrication of the Artwork is completed and is ready for delivery and installation by the Artist to the Rotary Pavilion site.

B. The Artist shall deliver and install the completed Artwork at the Rotary Pavilion site on or before April 15, 2006.

#### **Section 7. Payment**

A. The City shall pay the Artist Five Thousand Dollars (\$5,000.00) for completed work and/or services related to this Agreement and the Artwork, only as provided hereunder. Such payment shall be full compensation for the Artwork, including all work and services described in this Agreement, and any Exhibits attached hereto. This is the maximum amount to be paid under this Agreement, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. This amount includes all applicable sales/use tax, and all other costs contemplated in this Agreement, such as transportation, insurance, etc.

B. The City shall make progress payments to the Artist, after verification of completion of each of the phases of the work, as set forth in Exhibit B. In order to receive payment, the Artist shall notify the City of the completion of a particular phase through the submission of an invoice. The City shall determine whether a particular phase is complete, and if it is complete, the City shall pay the invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Artist of the same within fifteen (15) days for 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.

C. Final payment will be made after the City determines that the Artwork is complete, and following a 30-day lien period, which shall begin on the date of substantial completion of installation of the entire Artwork in the designated location. In order to obtain final payment, the Artist shall provide the City with the Artist's resume, an artist specification sheet, a technical description of the Artwork, and the Artist's maintenance recommendations for the Artwork, together with any other documents required under chapter 60.28 RCW.

D. The Artist shall be responsible to pay all fees, materials, supplies, equipment, labor of assistants, communications between the Artist and the City, studio space, travel, sustenance, transportation, storage, rentals and installation necessary to fulfill the requirements of this Agreement.

#### **Section 8. Warranty as Original, Prohibitions on Copies of Artwork**

The Artist acknowledges that the City has commissioned the Artwork for the purpose of installing an original piece of art in the Rotary Pavilion located at Skansie Brothers Park. The

Artist warrants that the Artwork is solely the result of the artistic effort of the Artist, is unique and original, has not been accepted for sale elsewhere, is free and clear of any liens from any source, and does not infringe upon any copyright. The Artist reserves the rights to remain the owner of drawings, molds, clay maquettes, and models of the sculpture. The Artist gives permission to the City of Gig Harbor to reproduce photographs of the sculpture for brochures, newsletters or other media as produced and distributed by the City. The Artist reserves all rights under copyright laws to the sculpture.

The Artist shall retain copyright, but shall make no exact duplications to full scale of the Artwork.

### **Section 9. 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 or profession that encompasses the specific service or artwork provided to the City hereunder, no agent, employee, representative or sub-consultant of the Artist 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 Artist 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 Artist. The Artist 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 Artist performs hereunder.

### **Section 10. Assignment, Transfer, Subcontracting**

A. Neither the City nor the Artist shall assign or transfer an interest in this Agreement without the prior written consent of the other party.

B. The Artist may subcontract portions of the Artwork at the Artist's expense, provided that said subcontracting shall not affect the design, appearance or visual quality of the Artwork and that such work is carried out under the personal supervision of the Artist.

### **Section 11. Termination**

A. Termination of Agreement. The City may terminate this Agreement with or without cause at any time prior to completion of the work described herein. Termination shall be effective immediately upon the Artist's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Artist in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Artist 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 7 above. After termination, the City may take possession of the Artwork and all supplies and

materials in the Artist's possession which were paid for by the City pursuant to this Agreement. Upon termination, the City may hire another Artist to take over the work and prosecute the same to completion, by contract or otherwise.

### **Section 12. Discrimination**

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Artist, its sub-contractors, or any person acting on behalf of such Artist 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.

### **Section 13. Indemnification**

The Artist shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, 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 Artist's work when completed shall not be grounds to avoid any of these covenants of indemnification. In addition, the Artist shall indemnify and defend the City in any suit or claims for infringements of copyrights and patents rights, and shall hold the City harmless from loss on account thereof.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE ARTIST'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 ARTIST'S WAIVER OF IMMUNITY UNDER THE PROVISIONS OF THIS SECTION DOES NOT INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE ARTIST'S EMPLOYEES DIRECTLY AGAINST THE ARTIST.

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

### **Section 14. Artist's Warranties**

The Artist warrants that the installed Artwork shall be depicted in Exhibit A herein, and that the Artwork will be free from defects or other faults in material and workmanship, including any defects consisting of "inherent vice" or qualities which cause or accelerate deterioration of the Artwork. The Artist further warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance recommendations provided by the Artist to the City.

If either party recognizes faults or defects in the Artwork, it shall be brought to the immediate attention of the Artist. The Artist shall be responsible to correct any defects or faults in the Artwork that are brought to the Artist's attention within the warranty period of one (1) year after the date of installation at the Rotary Pavilion site and final payment. This warranty shall apply only to the Artwork or the portion of the Artwork completed and installed by the Artist.

If any defects or faults appear during the warranty period, the Artist shall repair or replace the defect(s) at the Artist's sole cost and expense. The Artist shall not be responsible for any damage to the Artwork which is caused by the City, third parties or acts of God.

#### **Section 15. Ownership of the Artwork**

All ownership, rights, title and interest in the Artwork shall pass to the City upon the City's final payment to the Artist, or upon termination, as set forth herein.

#### **Section 16. Repairs and Maintenance**

A. The City recognizes that regular maintenance of the Artwork is essential to the integrity of the Artwork. The City shall reasonably assure that the Artwork is properly maintained and protected, taking into account the written instructions and recommendations of the Artist, and shall reasonably protect and maintain the Artwork against deterioration with time and abuse of vandals.

B. The City shall be responsible for making all necessary repairs or restoration of the Artwork, except as provided under the Artist's Warranty herein. However, the City's responsibility for repairs and restoration of the Artwork is, by law, contingent upon receipt of adequate appropriations for this purpose.

C. Where possible, the Artist shall be consulted as to his/her recommendations regarding repairs and restorations of the Artwork, during the lifetime of the Artist. To the extent practical and in accordance with accepted principles of conservation, the Artist may be given the opportunity to accomplish repairs and restorations and shall be paid a reasonable fee for such services, if utilized.

#### **Section 17. Insurance**

A. The Artist 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 Artist's own work including the work of the Artist's agents, representatives, employees, sub-consultants or sub-contractors, and including damage to the Artwork until the date the City accepts (in writing) the installed Artwork in the Rotary Pavilion. The responsibility for and risk of damage to or loss of the Artwork during fabrication, transportation, and installation up to the date of the City's written acceptance shall be solely that of the Artist.

B. Before beginning work on the Artwork described in this Agreement, the Artist shall provide evidence, in the form of a Certificate of Insurance, of insurance coverage to satisfy the requirements of this Agreement.

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

D. The City reserves the right to receive a certified and complete copy of all of the Artist's insurance policies.

E. It is the intent of this Agreement for the Artist's insurance to 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 in respect to the City.

F. The Artist shall request from his/her 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 Artist's coverage.

#### **Section 18. City's Right of Inspection**

Even though the Artist 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 Artist 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 Artist's business, equipment, and personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations.

#### **Section 19. Work Performed at the Artist's Risk**

The Artist 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 Artist's own risk, and the Artist shall be responsible for any loss or damage to materials, tools, or other articles used or held by the Artist for use in connection with the work.

#### **Section 20. 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.

#### **Section 21. 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's Community Development Director and the City shall determine the term or provision's true intent or meaning. The Community Development Director shall also decide all questions that 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 Artist under any of the provisions of this Agreement which cannot be resolved by the Community Development Director's determination in a reasonable time, or if the Artist 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.

#### **Section 22. 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 stated below:

##### **ARTIST**

Mardie Rees  
515 North 2<sup>nd</sup> Street, #209  
Tacoma, Washington 98403  
(253) 405-6694  
Mardie@MardieRees.com

##### **CITY OF GIG HARBOR**

John P. Vodopich, AICP  
Community Development Director  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170  
[vodopichj@cityofgigharbor.net](mailto:vodopichj@cityofgigharbor.net)

#### **Section 23. 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 Artist.

#### **Section 24. 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.

#### **Section 25. Severability**

If any provision of this Agreement or any provision of the Exhibits to this Agreement are found by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions of this Agreement which can be given effect without the invalid or unconstitutional provision. To this end, the provisions of this Agreement are declared to be severable.



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

By: Mardie Rees  
It's Principal

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

Notices to be sent to:

**ARTIST**  
Mardie Rees  
515 North 2<sup>nd</sup> Street, #209  
Tacoma, Washington 98403  
(253) 405-6694  
Mardie@MardieRees.com

**CITY OF GIG HARBOR**  
John P. Vodopich, AICP  
Community Development Director  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170  
[vodopichj@cityofgigharbor.net](mailto:vodopichj@cityofgigharbor.net)

APPROVED AS TO FORM:

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

ATTEST:

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

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: \_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON     )  
  ) ss.  
COUNTY OF Pierce     )

I certify that I know or have satisfactory evidence that Mardie Rees  
is the person who appeared before me, and said person acknowledged that he/she was authorized  
to execute the instrument and acknowledged it as the owner and sole proprietor of  
   to be the free and voluntary act and deed of such party for the uses and  
purposes mentioned in this instrument.



DATED: 8/16/05

Patricia M. McGallian

(Signature)

Patricia M. McGallian

NOTARY PUBLIC, State of Washington,

residing at: Kitsap County

My appointment expires: 1-22-09

Exhibit A

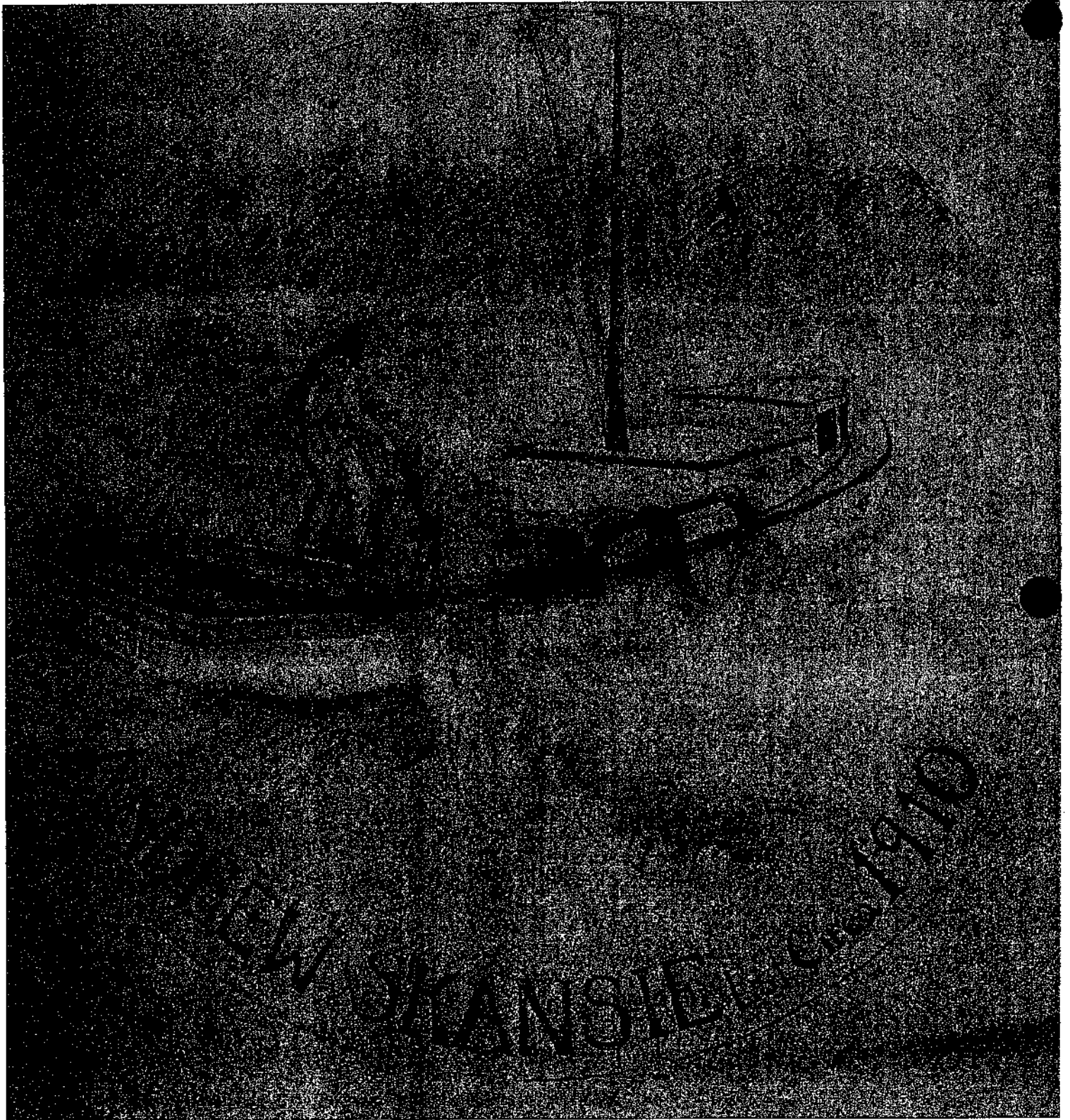


Exhibit A



Mardie Rees  
515 North 2<sup>nd</sup> St #209  
Tacoma WA, 98403  
Mardie@MardieRees.com  
[www.MardieRees.com](http://www.MardieRees.com)  
253.405.6694

April 16, 2005

City of Gig Harbor  
Maureen Whitaker  
3510 Grandview St  
Gig Harbor, WA 98335

Dear City of Gig Harbor Committee,

Upon your request for artists under the new budget of \$5,000, I present a drawing of the piece with historical reference to both Andrew Skansie and commercial fishing. The sketch has been slightly re-worked from the drawing concept I had previously submitted. Adjustments will be made in the final execution to secure a more successful piece.

The budget proposal I have included reflects the true costs of the sculpture; however, if I am selected for the project I am willing to do the piece in Portland Cement at cost to the city of \$5,000. Given the cost does not cover all of my expenses, I have found outside funding to cover my remaining costs.

Thank you for your consideration.

Sincerely,

Mardie Rees



## Exhibit A

Mardie Rees  
515 North 2<sup>nd</sup> St #209  
Tacoma WA, 98403  
Mardie@MardieRees.com  
[www.MardieRees.com](http://www.MardieRees.com)  
253.405.6694

February 14, 2005

City of Gig Harbor  
Maureen Whitaker  
3510 Grandview St  
Gig Harbor, WA 98335

Dear City of Gig Harbor Committee,

I propose a low relief sculpture for the Rotary Pavilion located at Skansie Brothers Park. I have presented a drawing of the sculpture with historical reference to both the commercial fishing industry and Andrew Skansie, himself, whose house still stands on the property. In the drawing I present Andrew Skansie's purseiner, *The Aeroplane*, which was built in 1912. The hull was built by Martinolich in Quarter Master Harbor. It was then brought to the beachfront on Andrew Skansie's property, and he finished the rest of the boat himself. In the piece we see Andrew Skansie manually hauling the cork line onto the turntable. Behind him lay the impressive mass of nets that were the results of his labor. The background includes the natural shoreline of the Puget Sound. The front of the boat faces away from us representing not just the waters ahead but also his prosperous future as a fisherman and founder of the city of Gig Harbor. At the bottom are the words: *Andrew Skansie Est. Circa 1910*; written to remind the viewer of the roots of Gig Harbor and the Skansie name that brought about the future in commercial fishing and boat building.

The material will be cast into neutral green Portland cement and sealed with a non-slick finish that will protect the piece from stains and wear. The piece will be sculpted very low (similar to what you see on a coin) in order to handle foot-traffic. The piece will face the viewer when entering from the Harborview Dr. side. This will enable the viewer to look from the relief and out to the waterfront, once again serving as a reminder of what once passed through the waters of Gig Harbor in the early 1900s.

Thank you for your consideration in selecting an artist for this project.

Sincerely,

Mardie Rees

Exhibit B



Mardie Rees  
515 North 2<sup>nd</sup> St. #209  
Tacoma, WA 98403  
Mardie@MardieRees.com  
[www.MardieRees.com](http://www.MardieRees.com)  
253.405.6694

**TIMELINE for Skansie Brothers Park Sculpture**  
To be cast in Portland Cement

Sculpture will be completed in 9 months

Aug-Sept - 05	Finalize Composition
Sept-Dec - 05	Sculpt
Jan - 06	Finish Sculpture
Feb - 06	Mold
March - 06	Cast/Install
April 15th - 06	Installation



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: FIRST READING OF AN ORDINANCE CLARIFYING THE**  
**REQUIREMENTS FOR SEWER HOOK-UPS**  
**DATE: SEPTEMBER 12, 2005**

**INFORMATION/BACKGROUND**

The issue of connection of newly annexed areas to the City's sanitary sewer system was raised during a recent annexation proceeding. Council directed staff to prepare recommendations to address this issue. The draft Ordinance presented for Council consideration would require connection to the sanitary sewer system within two (2) years if infrastructure is located within two hundred feet (200') of a structure.

The City Attorney has reviewed and approved the Ordinance as presented.

**RECOMMENDATION**

I recommend approval of the Ordinance as presented at the second reading.



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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DISPOSAL OF SANITARY WASTE; CLARIFYING THE REQUIREMENTS FOR SEWER HOOK-UPS TO CERTAIN BUILDINGS, NEWLY CONSTRUCTED STRUCTURES AND USES OF PROPERTY, ESTABLISHING NEW REQUIREMENTS FOR SEWER HOOK-UPS TO STRUCTURES NEWLY ANNEXED TO THE CITY; ESTABLISHING NEW PENALTIES FOR FAILURES TO CONNECT TO THE CITY'S SEWER SYSTEM; CLARIFYING THE APPEAL PROCEDURE FOR EXCEPTIONS AND EXPIRATION OF SUCH EXCEPTIONS, AMENDING SECTION 13.28.100 OF THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the City currently has requirements for waste water and sanitary sewer hook-ups for certain types of structures in the City; and

WHEREAS, the City Council would like to further clarify the requirements for waste water and sanitary sewer hook-ups; and

WHEREAS, on October 13, 2003, the City Council moved to direct staff to bring a resolution for consideration that will address newly annexed property and the requirement to connect to city services (Franich / Ruffo - unanimously approved); and

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance is categorically exempt from SEPA under WAC 197-11-800; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting on September 12, 2005 and September 26, 2005; Now, Therefore,

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

Section 1. Section 13.28.100 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.28.100 Waste water or sanitary sewer Hook-Up Requirements and Exceptions.** ~~Public sewer available—When toilet facilities installation and connection required—~~Exceptions:

A. Definitions. For the purpose of this section, the words listed below shall have the following meanings:

1. Human Occupancy shall mean that the normally accepted use of the particular type of structure, building or home is living quarters, a place of work, office, store, or any other place where people will spend time, including, but not limited to, restaurants, churches, schools, theaters and parks.
2. Building shall mean any structure built for the support or enclosure of persons, animals, chattels or property of any kind.
3. Structure shall mean a combination of materials that is constructed or erected, either on or under the ground, or that is attached to something having a permanent location on the ground, excluding residential fences, retaining walls, rockeries and similar improvements of a minor character the construction of which is not regulated by the building code of the city.

B. Requirements for New Construction. The owners of all new houses, buildings, structures or other uses of property used for human occupancy shall be required to connect the improvements on their properties to a public waste water or sanitary sewer, except as provided in subsection E ~~C~~ of this section. ~~And properties~~

C. A. Requirements for Existing Houses, Buildings, Structures or Uses. The owners of all existing houses, buildings, structures or properties used for human occupancy, ~~employment, recreation or other purposes,~~ situated within the City and abutting on any street, alley or easement in which there is now located or ~~may, within the next six years, be located,~~ ~~as shown on the city's current sewer comprehensive plan,~~ a public waste water or sanitary sewer of the City, are required to connect the improvements on their properties to a public waste water or sanitary sewer, at their own expense, in accordance with this subsection. ~~To install suitable toilet facilities therein, and to connect such facilities directly with the proper public sewer in accordance with the provisions of this chapter.~~ If a public waste water or sanitary sewer is constructed within two hundred (200) feet of the house, building, structure, or property (as measured by a two hundred foot (200') radius from the existing or new

waste water or sanitary sewer infrastructure to the nearest property line), the property owner is on notice that he or she must implement the connection to the public waste water or sanitary sewer system within the next two years. On or after October 1, 2007, the City shall notify the property owners in writing of the need to connect to the public waste water or sanitary sewer system. After receipt of the written notification from the City, the property owner shall have one hundred and twenty (120) days to implement the connection. This section does not apply where the City determines that there is a health or safety hazard associated with the private sewer or septic system, as provided in GHMC Section 13.28.110, in which case the City may order immediate connection to the public waste water or sanitary sewer. ~~within 120 days after date of official notice to do so; provided that the public sewer is within 200 feet of the building or buildings and specific provisions have been made to connect such to the public sewer and that no public health or safety hazards exist as determined by the city engineer.~~

D. Requirements for Houses, Buildings, Structures or Uses Newly Annexed to the City. Within two years after the effective date of annexation, the owners of all houses, buildings, structures or properties used for human occupancy situated in the City and abutting on any street, alley or easement in which there is now located a public waste water or sanitary sewer of the City, are required to comply with the connection procedures, at their own expense, in accordance with subsection (C) above.

C. E. Exceptions.

1. The City Engineer may approve an exception to the requirements of this section to address the on-site sewer needs of new buildings and structures to be constructed on individual lots created prior to the Washington State Legislature's adoption of the Growth Management Act (chapter 36.70A RCW) on July 1, 1990, if all of the following limited circumstances exist:

a. The subject lot is not located in an area planned to be served by a waste water or sanitary sewer, as shown in the most current version of the City's ~~six-year~~ capital improvement plan and sewer comprehensive plan;

b. The subject lot was created prior to July 1, 1990, which ~~was the date of the adoption of the Growth Management Act;~~

c. The septic system to be constructed will serve no more than one dwelling unit or no more than one building or no more than one structure on the lot meeting the criteria of this subsection; and

d. The property owner shall record a notice against the lot, in a form approved by the City Attorney, providing notice to all subsequent purchasers that the City's approval of a septic system under these procedures will not affect the City's ability to enforce any of the requirements of this section or this chapter subsection A of this section (or any subsequent amendment to subsection A of this subsection) against the lot at any time in the future, as long as the conditions described in that subsection exist.

## 2. Expiration of Exception, Appeals.

a. The City Engineer's denial of an exception shall not be a final, appealable decision if the request for the exception is made prior to submission of a project permit application for construction of the building or structure on the lot. If a request is denied, a property owner may make a subsequent request for an exception at the time of submission of a project permit application for construction of a structure or building on the property, or at the time any circumstances pertinent to the criteria in this subsection substantially change.

b. If the request for the exception is made in conjunction with the submission of a project permit application for construction of the building or structure on the lot, the City Engineer's decision may only be appealed together with (and/or following the procedures associated with) an appeal of the underlying project permit application.

c. The City Engineer's grant of an exception that is not associated with a project permit application shall expire within one year if a project permit application is not submitted to the City. The City Engineer's grant of an exception associated with a project permit application shall expire concurrent with the underlying permit.

3. This procedure is exempt from the procedures in GHMC Title 19, pursuant to RCW 36.70B.140.

D. Penalties for Noncompliance. The City may implement the procedures set forth in GHMC Section 13.28.130 for a property owner's failure to comply with the requirements of this section. In the alternative or in addition to GHMC Section 13.28.130, the City may impose penalties on the property owner in an amount equal to the charge that would be made for sewer service if the property was connected to the sewer system, on the date required by this section. Pursuant to RCW 35.67.194, all penalties shall be considered revenues of the system.

Section 2. 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 3. 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 26th day of September, 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

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

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

On \_\_\_\_\_, 2005 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DISPOSAL OF SANITARY WASTE; CLARIFYING THE REQUIREMENTS FOR SEWER HOOK-UPS TO CERTAIN BUILDINGS, NEWLY CONSTRUCTED STRUCTURES AND USES OF PROPERTY, ESTABLISHING NEW REQUIREMENTS FOR SEWER HOOK-UPS TO STRUCTURES NEWLY ANNEXED TO THE CITY; AMENDING SECTION 13.28.100 OF THE GIG HARBOR MUNICIPAL CODE.**

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

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

APPROVED by the City Council at their regular meeting of \_\_\_\_\_, 2005.

BY: \_\_\_\_\_  
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E. SM**  
**CITY ENGINEER**  
**SUBJECT: PUBLIC HEARING - LATECOMER'S AGREEMENT FOR**  
**REIMBURSEMENT OF MUNICIPAL SEWER – HAZEN (EL JIREH**  
**SHORT PLAT SEWER MAIN EXTENSION).**  
**DATE: SEPTEMBER 12, 2005**

**INTRODUCTION/BACKGROUND**

Joe E. and Linda M. Hazen, the primary funding participants for the El Jireh Short Plat Sewer Main Extension, have requested City Council's approval and execution of a latecomer's agreement in an effort to recapture a portion of the construction costs for the 8" sewer main that was constructed as a requirement for the subject Short Plat approval. Approval of the Latecomer's Agreement is predicated upon the City Council holding a public hearing and accepting testimony from affected property owners.

Exhibits A, B, and C identify the participants' latecomer's fees collectable at the time of connection to the sewer main. The latecomer's fees would be in effect for a period of 15 years.

Upon the City's receipt of the fees, the City would forward the monies to Joe E. and Linda M. Hazen within 60 days. The basis of assessment is proposed by the applicant with the fair pro rata share being equal to the total construction costs. Seventy-five percent of the assessment is based upon the usable area of the parcel and twenty-five percent is based upon the parcels' frontage along 28<sup>th</sup> Avenue NW. The applicant is basing the methodology of this agreement on the previously executed Burnham Drive Latecomer's Agreement and the Harbor Ridge Middle School Latecomer's Agreement. The methodology of assessment is consistent with the same methodology contained in the two prior latecomer's agreements. City Attorney, Carol Morris, has reviewed the methodology and agreement and has determined it to be acceptable and consistent with the prior latecomer's agreements.

Letters of notification and requests for comments were mailed to all property owners directly affected by this assessment on August 5, 2005. One phone response to these letters was received. The property owner said they would be present at the Council Meeting to express their concerns.

**FISCAL CONSIDERATIONS**

There are no financial impacts to the City upon execution of this agreement.

**RECOMMENDATION**

City staff affirms the method of calculating the latecomer's fees submitted by the applicant, Joe E. and Linda M. Hazen. I recommend that Council approve the latecomer's agreement as presented and further authorize the Mayor to sign the document on behalf of the City of Gig Harbor.

# EL JIREH SHORT PLAT-SEWER EXTENSION

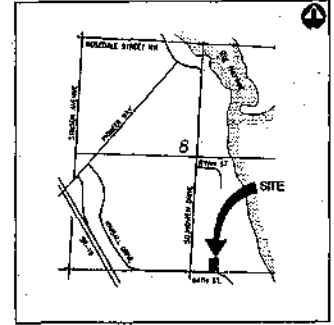
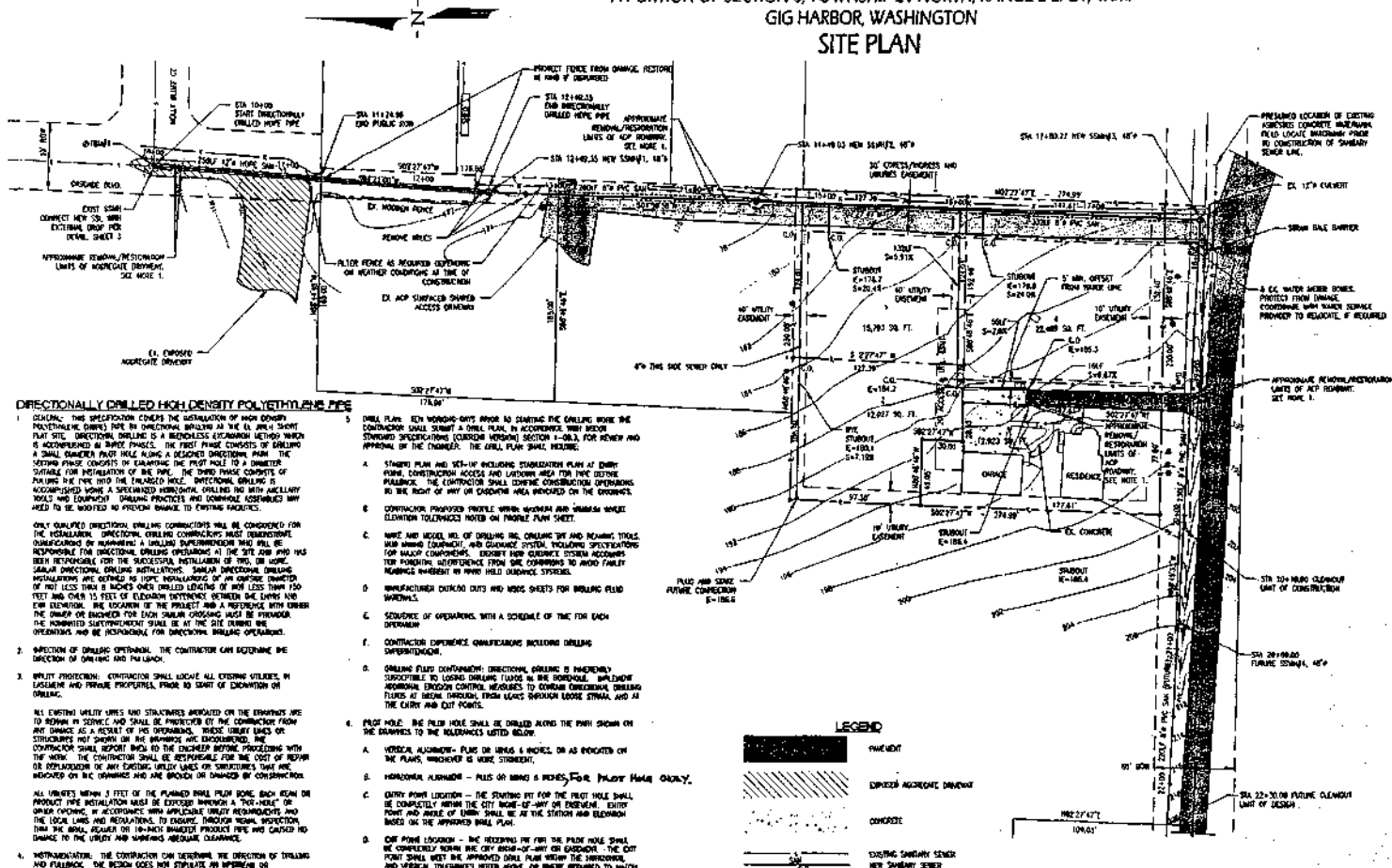
A PORTION OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M.

GIG HARBOR, WASHINGTON

## SITE PLAN

NOTE:

1. SEE OTHER PLANS FOR EXISTING AND PROPOSED SEWER LINES AND REMOVAL PERMITS FOR EXISTING SEWER LINES.



**VICINITY MAP**  
APPROXIMATE SCALE: 1" = 1/4" MILE

**BENCHMARK:**  
CITY OF GIG HARBOR BENCH MARK SPOT IN TOWN POLLS 1371, EAST END OF SEVENTH ST, ON NORTH SIDE OF ROAD LINE, ELEVATION = 107.33

**LEGAL DESCRIPTION:**  
FOR SECTIONS 8, 9, 10, & 11 OF TOWNSHIP 21 NORTH, RANGE 2 EAST, W.M. IN PIERCE COUNTY, WASHINGTON. SEE DEED NO. 1000000000000.

**SECTION A:** BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE 21st. IN PIERCE COUNTY, WASHINGTON. ...

**SECTION B:** BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE 21st. IN PIERCE COUNTY, WASHINGTON. ...

**TOPOGRAPHY NOTE:**  
TOPOGRAPHIC INFORMATION PROVIDED BY: GIG HARBOR SURVEYING INC. 200 2ND AVE. GIG HARBOR, WA 98243-0416 1-800-225-2259. ADAPTED FROM DATA PROVIDED BY TERRACE BAY, INC. WESTBORO, MASSACHUSETTS. INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF THE INFORMATION.

**ONE-CALL NOTE:**  
1-800-424-5555  
UNDER UTILITIES ARE SHOWN AS INDICATED ON RECORD MAPS FURNISHED BY OWNER AND FIELD NOTES WHERE POSSIBLE. IF UTILITIES LOCATED IN THE FIELD, WESTBORO SURVEYING, INC. ASSUMES NO LIABILITY FOR THE ACCURACY OF THESE RECORDS, OR FOR THE FINAL LOCATION OF UTILITIES OR UTILITIES NO RECORD.

**TEMPORARY BENCHMARK:**  
TEMPORARY BENCHMARK #10 IN INTERSECTION OF HOLY DUFFY ST. AND OREGON BLVD. ELEVATION = 104.12

**MONUMENT REMOVAL PERMIT PROCESS:**  
NO SURVEY MONUMENT SHALL BE REMOVED OR DESTROYED OR PHYSICAL DISPLACEMENT OR COVERING OF A MONUMENT SHALL TAKE PLACE WITHOUT THE DEPARTMENT OF NATURAL RESOURCES (DNR) AND 320C-100-30000 SHARES TO BE THE RESPONSIBILITY OF CHANGES TO BE MADE TO THE SURVEY MONUMENT RECORDS. ...

### DIRECTIONALLY ORIENTED HIGH DENSITY POLYETHYLENE PIPE

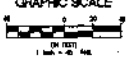
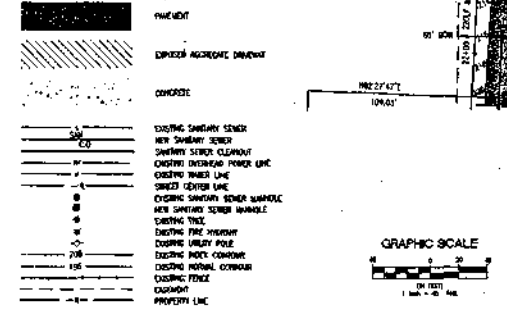
1. **GENERAL:** THIS SPECIFICATION COVERS THE INSTALLATION OF HIGH DENSITY POLYETHYLENE (HDPE) PIPE BY DIRECTIONAL DRILLING IN THE EL JIREH SHORT PLAT SITE. ...

2. **INSTALLATION:** THE CONTRACTOR SHALL LOCATE ALL EXISTING UTILITIES, IN LASTED AND PERMITS PROPERTIES, PRIOR TO START OF EXCAVATION OR DRILLING. ...

3. **CONSTRUCTION SURVEY RECORD:** AT THE COMPLETION OF PILOT HOLE DRILLING, THE CONTRACTOR SHALL PROVIDE A CONSTRUCTION SURVEY RECORD TO THE ENGINEER. ...

4. **PROBING:** THE CONTRACTOR SHALL CONDUCT PROBING OPERATIONS ALONG AT LEAST 90 PERCENT OF THE PILOT HOLE LENGTH TO DETERMINE THAT A HOLE IS SUFFICIENT TO ACCOMMODATE THE PIPE SECTION AND BEYOND PROBED. ...

### LEGEND



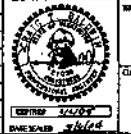
**SHEET INDEX:**  
SHEET 1 - SEE PLAN  
SHEET 2 - SANITARY SEWER PROFILE  
SHEET 3 - METERS AND DETAILS  
SHEET 4 - SEE PLAN, NOTES AND DETAILS

MEASUREMENT	ACCURACY	10 TO 100 FEET
HORIZONTAL	1/10 TO 1/8"	
VERTICAL	1/8" TO 1/4"	

THE CONTRACTOR SHALL CONDUCT PROBING OPERATIONS ALONG AT LEAST 90 PERCENT OF THE PILOT HOLE LENGTH TO DETERMINE THAT A HOLE IS SUFFICIENT TO ACCOMMODATE THE PIPE SECTION AND BEYOND PROBED. ANY DAMAGE TO THE PIPE RESULTING FROM PROBING OPERATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

DESCRIPTION	DATE
DESIGNED BY	
CHECKED BY	
APPROVED BY	

NO.	DESCRIPTION	DATE	BY

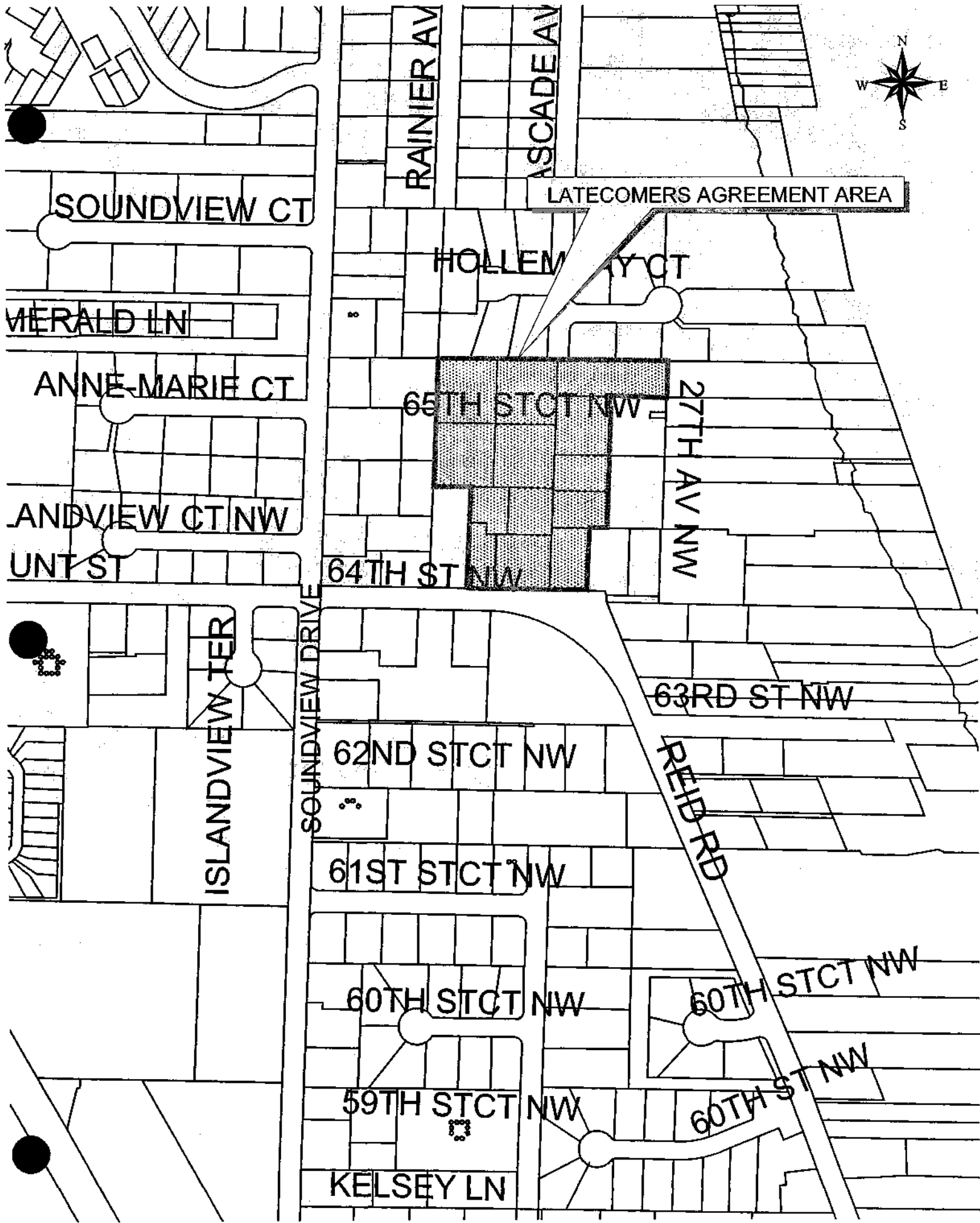


EL JIREH SHORT PLAT-SEWER EXTENSION  
SITE PLAN  
**JOSEPH L. HAZEN**  
1801 4TH STREET NW  
GIG HARBOR, WA 98243  
(206) 225-5555

**WestSound Engineering, Inc.**  
317 S.W. 31st Ave, Portland, OR 97204  
Phone (503) 824-2737  
Fax (503) 824-2737  
www.westsoundeng.com

**JOB NO. 5085** **SHEET 1 OF 4**





LATECOMERS AGREEMENT AREA

JOE AND LINDA HAZEN LATECOMERS AGREEMENT AREA  
VICINITY MAP

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: Community Development Department  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Latecomers Agreement for Reimbursement of Municipal Sanitary Sewer

**Grantor(s) (Last name first, then first name and initials)**

Hazen, Joe E. and Linda M.

**Grantee(s) (Last name first, then first name and initials)**

City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

A protion of the SW 1/4, Section 8, T 21 N, R 2 E, W.M. El Jireh Short Plat (AFN 200405075003)

**Assessor's Property Tax Parcel or Account Number:** 0221088002, 0221088001, 0221084070, 0221084114, 0221088003, 0221088004, 0221088007, 0221088031, 0221088030, 0221088008, 0221088032, 0221088033, 022104078

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_

**LATECOMERS AGREEMENT FOR REIMBURSEMENT  
OF MUNICIPAL SANITARY SEWER**

THIS AGREEMENT, made this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between JOE & LINNA HAZEN, a husband + wife, and the City of Gig Harbor, situate in Pierce County, Washington, the parties respectively referred to herein as "Owner" and "City".

WITNESSETH:

**RECITALS**

1. The City owns and operates a sanitary sewer system within and adjacent to its limits; and
2. The Owner has constructed, under agreement with the City, pursuant to the Municipal Sewer Facilities Act, RCW 35.91.010, et seq., certain extensions to said system more particularly described on Exhibit "A" attached hereto and incorporated herein by this reference, which additions are capable of serving areas now owned by the Owner; and
3. The area capable of being served by the extensions to said systems described in Exhibit "A", is herein referred to as the "benefited property," and is more particularly described in Exhibit "B", attached hereto and by this reference incorporated herein; and
4. The extensions to said system described in Exhibit "A" are located within the area served by the City and have not been accepted by the City for maintenance and operation; and
5. The cost of construction of the extensions described in Exhibit "A" under the provisions of said Municipal Sewer Facilities Act amounts to \$ 102,874.57; and
6. The City has determined and the Owners have agreed that the area benefited by said extensions amounts to 1,268 lineal front feet all of which is directly attributable to the benefited property, resulting in fair prorata shares of the cost of construction of said extensions, to be collected from the owner or owners of any parcel benefited thereby, and who tap on or connect to said system as described in Exhibit 'C'; and
7. The City and Owner desire and intend by this Agreement to provide for collection of the fair prorata share of the cost of construction of said extensions from the owners of the benefited properties (as described on Exhibit "B") who did not contribute to the original cost thereof, under the provisions of the Municipal Sewer Facilities Act, PROVIDED, that nothing contained herein shall be construed to affect or impair in any manner the right of the City to regulate the use of its said system of which the extensions described in Exhibit "A" shall become a part under the terms of this Agreement, pursuant to the provisions of any ordinance, resolution, or policy now or hereafter in effect. The imposition by the City of any such requirement shall not be deemed an impairment of this Agreement though it may be imposed in such a manner as to

refuse service to an owner of the benefited property in order to secure compliance with such requirements of the City.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owner shall transfer title, free and clear of all encumbrances to the extensions described in Exhibit "A", by a Bill of Sale to be executed and delivered by Owner to the City upon acceptance of said extensions for maintenance by the City. This Bill of Sale shall contain the Owner's warranty that it has good title and the right to convey said extensions, that it will warrant and defend the City against the claim of interest therein asserted by any third person, that it will guarantee the workmanship and materials in said facility for a period of one year after the date of acceptance by the City and that it warrants said extensions to be fit for the use for which they are intended.

C. Owner further warrants that it is the owner in title absolute of the extensions described in Exhibit "A", that it has neither permitted or suffered any person or other entity to tap onto said extensions prior to the date of this Agreement; that the fair prorata charges as described in Exhibit "C", totaling \$ 102,874.57 are to be assessed against the owner/s of each parcel within the benefited premises, as described in Exhibit "A", who subsequently tap on to or connect to said facility, and do further warrant that there are no persons, firms or corporations who have filed or have the right to file a lien against said extensions pursuant to the provisions of Title 60 of the Revised Code of Washington, other than those heretofore filed which have been satisfied. In the event that any lien or other claim against said extensions are asserted after conveyance to the City, (which Owner shall defend and save harmless the City from loss on account thereof), and in the event the City shall be put to any expense in defense of such claim or otherwise, then the City shall have a lien against any funds then or thereafter deposited with it pursuant to this Agreement.

D. In consideration of the conveyance of the extensions described in Exhibit "A", the City agrees to accept said extensions for maintenance as part of its facility, after inspection and testing by the City Engineer and his recommendation of acceptance, and further agrees to collect from the owners of the realty benefited by said lien who have not heretofore contributed to the cost of construction thereof, and who subsequently tap onto or use the same, a fair prorata share of the cost of such construction based upon the sum of which unit charge shall be conclusively presumed to be a fair prorata charge against the benefited parcels. The City shall charge, in addition to its usual and ordinary charges made against persons applying for service from said facility and in addition to the amount agreed to be collected by the City in this paragraph, a sum equal to fifteen percent (15%) to be collected from owners or persons tapping onto said facility, which sum shall be used by the City to defray the cost of labor, bookkeeping, and accounting, pursuant to the terms of this Agreement.

E. The total project construction costs for said extension including costs eligible for reimbursement under this agreement, shall be as itemized in Exhibit "C." The latecomer's charge

(assessment fee) for each of the parcels in the benefited area as shown in Exhibit "B" shall be a fair pro rata share of said total project costs, and shall be based on a distribution of 75-percent of the total project costs to the useable area of the benefited properties, and 25-percent of the total project costs to the total length of the parcel frontages adjacent said extension within the benefited area. Said pro rata share of the total project costs to be assessed against each parcel in the benefited area shall be calculated by multiplying the ratio of the parcel's area to the total area of the benefited properties by the portion of the total project costs distributed to the total area of the benefited properties, and adding the ratio of the parcel's front footage (length of the parcel's frontage adjacent the extension) to the total length of the parcel frontages adjacent said extension within the benefited area multiplied by the portion of the total project costs distributed to the total length of the parcel frontages adjacent the extension within the benefited area.

The City shall pay to the Owner the sums agreed by it to be collected pursuant to the provisions of the preceding paragraph, within sixty (60) days after receipt thereof at the address of the Owner as set forth hereinafter or at such other addresses as the Owner shall provide by Certified Mail. If said payments are returned to the City unclaimed by the Owner or if the City is unable to locate the Owner after six (6) months, the City shall retain all sums then received and all future sums collected under this Agreement.

F. In the event of the assignment or transfer of the rights of the Owner voluntarily, involuntarily, or by operation of law, then the City shall pay all benefits accruing hereunder, after notice, to such successor of the Owner as the City, in its sole judgment, deems entitled to such benefits; and in the event conflicting demands are made upon the City for benefits accruing under this Agreement, then the City may, at its option, commence an action in interpleader joining any party claiming rights under this Agreement, or other parties which the City believes to be necessary or proper, and the City shall be discharged from further liability upon paying the person or persons whom any court having jurisdiction of such interpleader action shall determine, and in such action the City shall be entitled to recover its reasonable attorney's fees and cost, which fees and costs shall constitute a lien upon all funds accrued or accruing pursuant to this Agreement.

G. The City agrees not to allow an Owner or user of any benefited property as described in Exhibit "A" to tap onto said facility without such owner or user having first paid to the City a sum equal to the fair prorata charge hereinabove set forth.

H. In the event of any claims arising as a result of the acts or omissions of the City, its officers, officials, employees representatives and agents, in the performance of the services described in this Agreement, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any person. In addition, the Owner hereby agrees to release, indemnify, defend and hold the City, its officers, officials, employees, agents and representatives, harmless from any and all claims, costs, judgments, awards, attorneys' fees or liabilities to any third persons asserting that the formula used to determine either the benefited properties or the amount of such benefit is in error or does not amount to a fair prorata charge.

I. The City shall be entitled to rely, without any resulting liability to the City, on the

provisions of this Agreement with respect to the fairness of the prorata charge herein provided, and upon the designation and description of the benefited properties set forth in Exhibit "B".

J. This Agreement shall become operative immediately after recording with the Auditor of each County in which any of the benefited lands are situated, at the expense of the Owner, and shall remain in full force and effect for a period of fifteen (15) years after the date of such recording, or until the Owner, or its successors or assigns, shall have been fully reimbursed as aforesaid, whichever event occurs earlier; provided, that in the event the additions described in Exhibit "A" or any portions thereof shall, during the term of this Agreement, be rendered useless by the redesign or reconstruction of a portion of the City's facility, such determination of uselessness to be in the absolute discretion of the City Engineer, then the City's obligation to collect for the Owner of the tapping charges provided pursuant to this Agreement shall cease.

K. 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 Owner.

L. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor  
Attn: City Engineer  
3510 Grandview Street  
Gig Harbor, WA 98335

(Owner)

Name

Company

Address

City, State, Zip

Joe & Linda Hazen

4404 28th Ave NW

Gig Harbor WA 98335

M. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

N. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

O. Any invalidity, in whole or in part, of any of the provisions of this Agreement shall not affect the validity of any other of its provisions.

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


Q. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

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

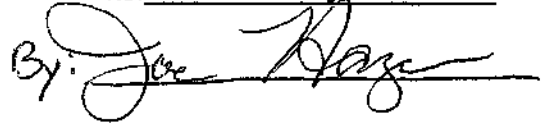
CITY OF GIG HARBOR

OWNERS

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

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

ATTEST:

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

By: \_\_\_\_\_  
City Clerk

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_ )  
STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF PIERCE )

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

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

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF                            )

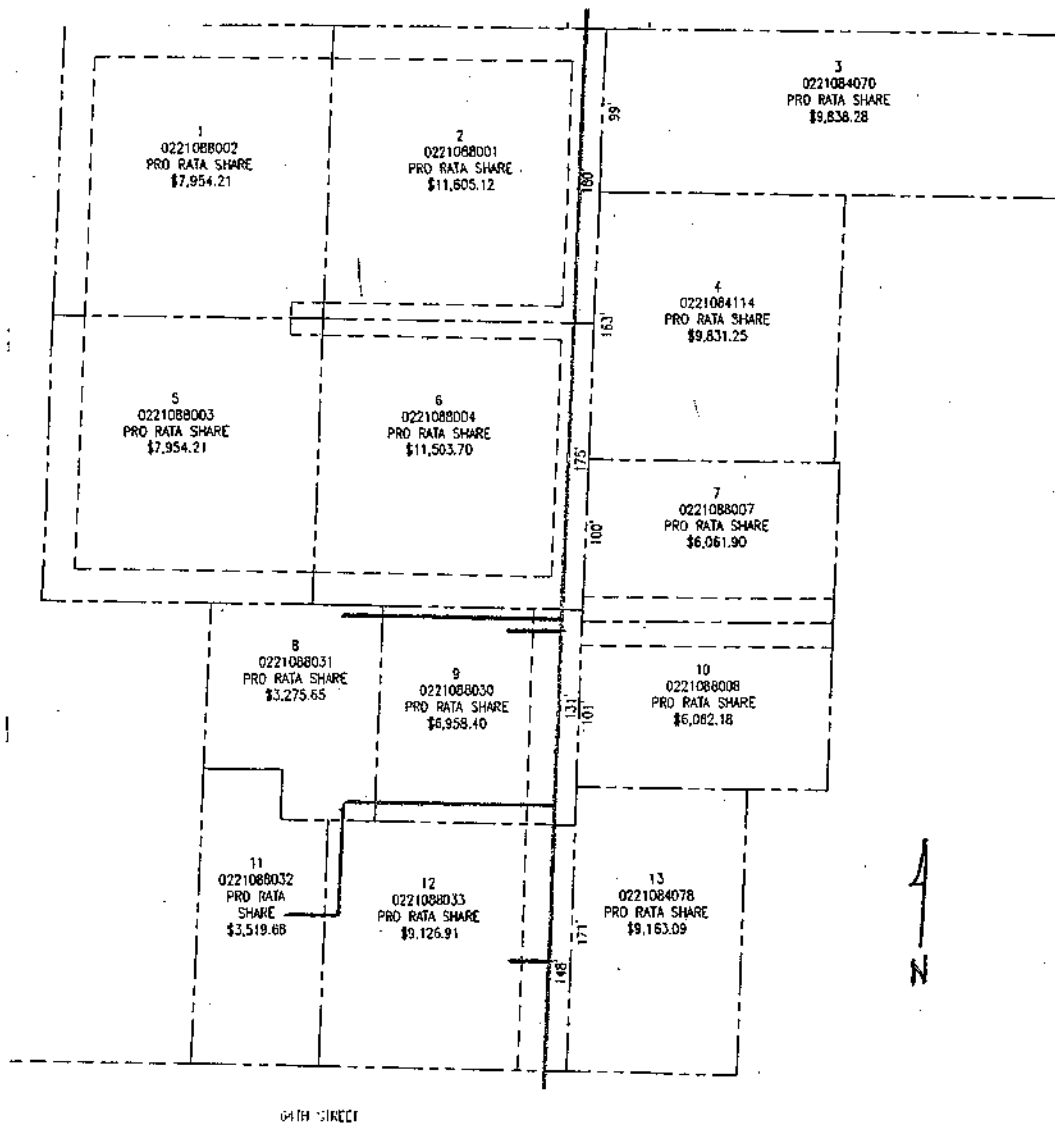
I certify that I know or have satisfactory evidence that De & Linda Hezen is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Owners & Developers of Eldrich <sup>SEWER</sup> Extension to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 7/27/05

Jacqueline L. Clotter  
\_\_\_\_\_  
NOTARY PUBLIC,  
State of Washington  
Print Name: Jacqueline L. Clotter  
Residing at: Gig Harbor  
My Commission expires: 12/28/08



## Exhibit A



**Description:**

A new 8-inch-sewer main was constructed by Joe & Linda Hazen for the El Jireh Short Plat and is the purpose of this Latecomers Agreement. The affected properties of this agreement (shown above), lie along 64th St NW and 28th Ave NW. The legal descriptions of these parcels appear on Exhibit "B". In the event future connections are made to this line by a particular parcel, the dollar amount to be collected for that parcel appears on Exhibit "C" in the Total Charge column.

**EI JIREH SHORT PLAT - SEWER EXTENSION  
Exhibit "B"**

Parcel Reference	Tax Lot #	Legal Description
1	0221088002	Section 08 Township 21 Range 02 Quarter 43 : L 2 OF SHORT PLAT 75-356 OUT OF 4-105 SEG I-1582 TP (DCWJES9-17-82)
2	0221088001	Section 08 Township 21 Range 02 Quarter 43 : L 1 OF SHORT PLAT 75-356 OUT OF 4-105 SEG I-1582 TP (DCWJES9-10-82)
3	0221084070	Section 08 Township 21 Range 02 Quarter 43 : BEG AT A PT N 88 DEG 29 MIN 33 SEC E 980 FT & N 00 DEG 11 MIN 50 SEC W 558.76 FT FROM S 1/4 COR OF SEC TH N 00 DEG 11 MIN 50 SEC W 99.90 FT TH S 88 DEG 33 MIN 06 SEC W 300 FT TH S 00 DEG 11 MIN 50 SEC E 100 FT TH N 89 DEG 29 MIN 23 SEC E 300 FT TO BEG
4	0221084114	Section 08 Township 21 Range 02 Quarter 43 : W 150 FT OF FOLL DESC PROP COM SW COR OF SE TH N 88 DEG 29 MIN 23 SEC E 660 FT TH N 00 DEG 11 MIN 50 SEC W 398.36 FT TO POB TH CONT N 00 DEG 11 MIN 50 SEC W 160 FT TH N 88 DEG 29 MIN 23 SEC E 820.15 FT TH S 21 DEG E 169.72 FT TH S 88 DEG 29 MIN 23 SEC W 880.42 FT TO POB EASE OF RECORD SEG F 1465
5	0221088003	Section 08 Township 21 Range 02 Quarter 43 : L 3 OF SHORT PLAT 75-356 OUT OF 4-105 SEG I-1582 TP (DCWJES9-17-82)
6	0221088004	Section 08 Township 21 Range 02 Quarter 43 : L 4 OF SHORT PLAT 75-356 OUT OF 4-105 SEG I-1582 TP (DCWJES9-17-82)
7	0221088007	Section 08 Township 21 Range 02 Quarter 43 : LOT 1 OF SH PLAT 77-309 OUT OF 4-063 & 4-064 SEG K-2471 SI JW (DCWJES9-17-82)
8	0221088031	Section 08 Township 21 Range 02 Quarter 43 L 2 OF S P 2004-05-07-5003 TOG/W EASE & RESTR OF REC OUT OF 4-080 & 4-105 SEG 2005-0177BL 07-16-04BL
9	0221088030	Section 08 Township 21 Range 02 Quarter 43 L 1 OF S P 2004-05-07-5003 TOG/W EASE & RESTR OF REC OUT OF 4-080 & 4-105 SEG 2005-0177BL 07-16-04BL
10	0221088008	Section 08 Township 21 Range 02 Quarter 43 : LOT 2 OF SH PLAT 77-309 OUT OF 4-064 & 4-066 SEG K-2471 SI JW (DCWJES9-17-82)
11	0221088032	Section 08 Township 21 Range 02 Quarter 43 L 3 OF S P 2004-05-07-5003 TOG/W EASE & RESTR OF REC OUT OF 4-080 & 4-105 SEG 2005-0177BL 07-16-04BL
12	0221088033	Section 08 Township 21 Range 02 Quarter 43 L 4 OF S P 2004-05-07-5003 TOG/W EASE & RESTR OF REC OUT OF 4-080 & 4-105 SEG 2005-0177BL 07-16-04BL
13	0221084078	Section 08 Township 21 Range 02 Quarter 43 : WLY 105 FT OF FOLL DESC PROP BEG AT A PT N 88 DEG 29 MIN 23 SEC E 660 FT FROM S 1/4 COR OF SEC TH N 00 DEG 11 MIN 50 SEC W 200.76 FT TH N 88 DEG 29 MIN 23 SEC E 995.01 FT TH S 21 DEG E 212.96 FT TH S 88 DEG 29 MIN 23 SEC W 1030.92 FT TO BEG EXC RDS EASE OF RECORD

## Exhibit C

Parcel Reference	Tax Lot Numbers	Gross Parcel Area (SF)	Frontage (LF)	Lot Area Charge	Front Footage Charge	Total Charge	
1	0221088002	29,205	0	\$7,954.21	\$ -	\$7,954.21	
2	0221088001	29,205	180	\$7,954.21	\$3,650.91	\$11,605.12	
3	0221084070	28,750	99	\$7,830.28	\$2,008.00	\$9,838.28	
4	0221084114	23,958	163	\$6,525.14	\$3,306.10	\$9,831.25	
5	0221088003	29,205	0	\$7,954.21	\$ -	\$7,954.21	
6	0221088004	29,205	175	\$7,954.21	\$3,549.50	\$11,503.70	
7	0221088007	14,810	100	\$4,033.62	\$2,058.28	\$6,061.90	
8	0221088031	12,027	0	\$3,275.65	\$ -	\$3,275.65	Paid
9	0221088030	15,793	131	\$4,301.34	\$2,657.05	\$6,958.40	Paid
10	0221088008	14,810	101	\$4,033.62	\$2,048.57	\$6,082.18	
11	0221088032	12,923	0	\$3,519.68	\$ -	\$3,519.68	Paid
12	0221088033	22,489	148	\$6,125.05	\$3,001.86	\$9,126.91	Paid
13	0221088078	20,909	171	\$5,694.73	\$3,468.37	\$9,163.09	
		283,289	1,268	\$77,155.93	\$25,718.64	\$102,874.57	

Formula and calculations based on City's directive.

Front Footage Chage = (Total Project Cost)(0.25)(Lot Front Footage)/1268

Lot Area Charge = (Total Project Cost)(0.75)(Gross Parcel Area)/283,398

<b>Total Cost of Construction:</b>	<b>\$102,874.57</b>	
75% of Total Cost:	\$77,155.93	
25% of Total Cost:	\$25,718.64	
<b>Developer's Pro Rata Share:</b>	<b>\$22,880.70</b>	
<b>Total Assessment:</b>	<b>\$79,993.87</b>	
<b>Application Fee per 13.35.050 GHMC:</b>	<b>\$4,799.63</b>	(Paid by developer)
<b>Potential Net Amount Due Developer:</b>	<b>\$75,194.24</b>	(Assumes connections of all parcels)



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID BRERETON**  
**DIRECTOR OF OPERATIONS** *DB*  
**SUBJECT: FIRST READING OF ORDINANCE TO CHANGE MEETING DATE**  
**DATE: SEPTEMBER 12, 2005**

**INFORMATION/BACKGROUND**

Attached for the City Council's review is a draft ordinance changing the Friends of the Parks Commission Meeting date from September 6<sup>th</sup> to October 4<sup>th</sup>. This date is on page 3 of Ordinance No. 1002. This will be changed so it does not interfere with Labor Day.

**POLICY CONSIDERATIONS**

**FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this proposal.

**RECOMMENDATION**

The staff recommends approval of the ordinance as presented at the second reading.

ORDINANCE NO.

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON,  
AMENDING ORDINANCE NO. 1002 TO CHANGE THE MEETING  
DATE FOR THE FRIENDS OF THE PARKS COMMISSION.**

WHEREAS, the City Council of the City of Gig Harbor, Washington adopted Ordinance No. 1002 on May 23, 2005 to establish a City of Gig Harbor Friends of the Parks Commission; and

WHEREAS, the second meeting date was established as the 1<sup>st</sup> Tuesday in September; and

WHEREAS, the close proximity of Labor Day and the first day of school to this date would make it difficult to meet; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:

Section 1. Gig Harbor Municipal Code Section 2.50.060, as last amended by Ordinance 1002, is hereby amended to read as follows:

**2.50.060 Meetings and Staff Services.**

A. The Friends of the Parks Commission shall hold regular meetings on the 1<sup>st</sup> Tuesday in March and the 1<sup>st</sup> Tuesday in ~~September~~ October. Meetings shall be held at the City of Gig Harbor Civic Center and shall begin at 7:00 pm unless otherwise publicly noticed.

\*\*\*

Section 2. Severability. If any portion of this Ordinance or its application to any person or circumstances is held by a court of competent jurisdiction to be invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the remainder of the Ordinance or the application of the remainder to other persons or circumstances.

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

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

FILED WITH THE CITY CLERK: 9/7/05  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:

**BYLAWS OF THE FRIENDS OF THE PARKS  
COMMISSION OF THE  
CITY OF GIG HARBOR**

**ARTICLE I  
ORGANIZATION OF THE COMMISSION**

1. A new Chairperson and Vice Chairperson shall be selected by and from the members of the Commission at the beginning of each term, or as soon thereafter as feasible.
2. In the event of the resignation of the Chairperson, the Vice-Chairperson shall assume the office of Interim Chairperson until the Commission elects a new chairperson. In the event of the resignation of the Vice-Chairperson the Commission shall expeditiously appoint a new officer to fill the position. In the absence of the Chairperson, the Vice-Chairperson shall conduct the meeting.
3. The Chairperson shall preside at all Commission meetings and have the powers generally assigned such office in conducting the meetings. It shall be the Chairperson's duty to see that the transaction of Commission business is in accord with law and with these Bylaws.
4. The Director of Operations, or a designee, shall serve as Executive Secretary of the Commission. The Executive Secretary shall keep the minutes of all regular, recessed and special meetings of the Commission; such minutes shall be approved by the Commission. The Executive Secretary shall give notice of all regular and special meetings to Friends of The Parks Commission members, shall prepare the agenda of regular and special meetings, and shall serve notice of all meetings and public hearings through the City Clerk or Assistant City Clerk. The City Clerk or Assistant City Clerk shall maintain a file of all studies, plans, reports, recommendations and official records of the Commission.

**ARTICLE II  
MEETINGS**

1. Special meetings of the Commission may be called by the Chairperson and must be called upon written request of any three members of the Commission. Written notice of such a meeting and its purpose shall be given to all members not less than twenty-four hours in advance thereof, and the same notice shall be posted in City and at the city's regular posting locations and on the city website.

2. Any regular meeting may be recessed to a definite time and place by a majority vote of the Parks and Recreation Commission members present at the meeting.
3. To provide a fair and efficient forum for the conduct of business at Friends of The Parks Commission meetings, meeting will be conducted in accordance with Robert's Rules of Order, and shall include the following rules:
  - a. No person shall address the Commission without first obtaining recognition from the Chairperson.
  - b. The order of business shall be as prescribed on the agenda. Changes to the agenda order shall be approved by majority vote of Commissioners present.
  - c. In instances where a written staff report has been prepared, the staff representative upon recognition by the Chairperson shall present the report for the record.
  - d. Following the presentation of the staff report the Commission shall be afforded to question the staff regarding the material in the report.
  - e. After questioning of the staff is completed the Chairperson may recognize the applicant or proponent of that item of business to speak. Following the proponents remarks, any other person wishing to speak on the matter may be recognized by the chairperson.
  - f. Once any person has spoken in regard to a specific matter before the Commission, he/she shall not be recognized to speak again until all persons wishing to speak have been given the first opportunity to do so.
  - g. Following the presentation by each speaker, the Friends of The Parks Commission shall be afforded the opportunity to question the speaker regarding the information presented by the speaker.

**ARTICLE III**  
**VOTING AND ACTIONS OF THE COMMISSION**

1. At all meetings of the Commission, each member shall have one vote on each motion. The Chairperson shall have one vote and shall enjoy the same opportunity to vote as afforded to all other Commission members. Voting shall be by a simple majority. There shall be no



voting by proxy. No matter may be voted upon unless the matter has been discussed at a previous meeting of the Commission.

2. Each formal action of the Commission shall be written in a formal motion which will be entered verbatim into the Minutes. The Chairperson shall, at the Chairperson's discretion or at the request of any Commission member, read the motion before the motion is voted on, as provided for in Section 1 above.

#### **ARTICLE IV** **COMMITTEES**

1. The Friends of the Parks Commission may establish from time to time such standing or special committees as it deems advisable and assign each committee specific duties or functions. Each standing committee shall consist of a maximum of four members. Each special committee shall consist of a minimum of four members, the members can not be a current commissioner, and all members of the commission shall be residents of the City of Gig Harbor at the time of appointment and throughout their time in office. No standing or special committee shall have the power to commit the Friends of The Parks Commission to the endorsement of any plan or program without its submission to, and the approval of, the body of the Commission.

#### **ARTICLE V** **AMENDMENTS**

1. These Bylaws may be amended, from time to time, at the discretion the City Council. The commission may recommend revisions to the by-laws subsequent any regular March or ~~September~~ October meeting.

#### **CERTIFICATION**

The undersigned Secretary of the City of Gig Harbor Friends of The Parks Commission does hereby certify that the above and foregoing Bylaws have been duly adopted by the members of said Commission as the Bylaws of said Commission, said Bylaws having been amended on \_\_\_\_\_, 2005.

---

Secretary of City of Gig Harbor  
Friends of the Parks Commission



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DICK J. BOWER, CBO *DB***  
**BUILDING OFFICIAL/FIRE MARSHAL**  
**SUBJECT: AMENDMENT TO TITLE 15 INCORPORATING EHB 1848**  
**REQUIREMENTS FOR WEATHERPROOFING FOR MULTI-UNIT**  
**RESIDENTIAL CONSTRUCTION**  
**DATE: SEPTEMBER 12, 2005**

**INFORMATION/BACKGROUND**

The 2005 session of the legislature passed EHB1848 establishing additional requirements for weatherproofing of building envelopes for multi-unit residential construction. The bill sets out requirements for weatherproofing details on plans and for third party inspection of weatherproofing during construction. While the bill requires that plan details and a certification letter be submitted to the building official prior to issuance of a building permit and an inspection certification letter be submitted prior to issuance of a Certificate of Occupancy, the bill specifically relieves the building department of responsibility for review and approval of weatherproofing requirements of the bill.

Because the City adopts the State building code by reference and EHB 1848 essentially amends the State building code, the City Attorney recommends that we amend Title 15 to accommodate the new requirements and clarify how those requirements relate to the requirements of Title 15. Toward that end she authored the ordinance under consideration.

**POLICY CONSIDERATIONS**

This is a housekeeping ordinance necessary to maintain Title 15's compliance with State law.

**FISCAL CONSIDERATIONS**

Additional staff time will be required to work with contractors and designers to assure that the submittal requirements of EHB 1848 are met, to monitor compliance with the submittal requirements and to file the submittals when they are received. While the City does not see a great deal of multi-unit dwelling construction, assuring compliance with the bill will result in some additional personnel time and expense.

**RECOMMENDATION**

Staff recommends that the Council approve this ordinance and the second reading thereby keeping GHMC Title 15 in conformance with State law.

ORDINANCE NO. \_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING PERMIT APPLICATION REQUIREMENTS FOR MULTI UNIT RESIDENTIAL STRUCTURES OR REHABILITATIVE CONSTRUCTION, ADOPTING THE NEW REQUIREMENTS IMPOSED BY EHB 1848, AMENDING SECTIONS 15.08.020, 15.08.040 AND 15.08.050, ADOPTING A NEW SECTION 15.08.021 AND 15.08.041 TO THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, the Washington State Legislature adopted EHB 1848, which imposed new requirements on City permitting of multiunit residential structures and rehabilitative construction; and

WHEREAS, state law requires that the City list all of the materials necessary for a complete project permit application, including building permit applications (RCW 36.70B.080); and

WHEREAS, EHB 1848 has established new requirements for the materials that must be submitted to the City in order for the City to issue a building permit for multiunit residential structures and rehabilitative construction; and

WHEREAS, the City's Building Code must be amended to reflect the new requirements imposed by EHB 1848; Now, therefore:

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

Section 1. Section 15.08.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**15.08.020 Amendment to IBC Section 105.** Section 105 of the International Building Code is amended as follows:

\* \* \*

105.3.1.1 Applications for multiunit residential buildings. The building official shall not issue a building permit for construction of the building enclosure of a multiunit residential building or for rehabilitative construction unless the building enclosure design documents contain a stamped statement by the person stamping the building enclosure design documents in substantially the following form: "The undersigned has provided building enclosure documents that are in my professional judgment are appropriate to satisfy the requirements of EHB 1848."

\* \* \*

105.4 Validity of permit. The issuance or granting of a permit shall not be construed to be a permit for, or an approval of, any violation of any of the provisions of this code or of any other ordinance of the jurisdiction. Permits presuming to give authority to violate or cancel the provisions of this code or other ordinances of the jurisdiction shall not be valid. The issuance of a permit based on construction documents or other data shall not prevent the building official from requiring the correction of errors in the construction documents and other data. The building official is also authorized to prevent occupancy or use of a structure where in violation of this code or of any other ordinances of this jurisdiction.

Multiunit residential buildings: The building official is not charged with determining whether building enclosure design documents are adequate or appropriate to satisfy the requirements of EHB 1848. Nothing in EHB 1848 or this code requires the building official to review, approve or disapprove enclosure documents.

\* \* \*

Section 2. A new Section 15.08.021 is hereby adopted, which shall read as follows:

**15.08.021 Amendment to IBC Section 106.1.** Section 106.1 of the IBC is amended to read as follows:

**106.1 Submittal documents.** Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or

more sets with each application for a permit. The construction documents shall be prepared by a registered design professional where required by the statutes of the jurisdiction where the project is to be constructed. Where special conditions exist, the building official is authorized to require additional construction documents to be prepared by a registered design professional.

Multiunit residential structures and rehabilitative construction. Any person applying for a building permit for construction of a multiunit residential building or rehabilitative construction shall submit building enclosure design documents to the appropriate building department prior to the start of construction or rehabilitative construction of the building enclosure. If construction work on a building enclosure is not rehabilitative construction because the cost thereof is not more than five percent of the assessed value of the building, then the person applying for the building permit shall submit to the building department a letter so certifying. Any changes to the building enclosure design documents that alter the manner in which the building or its components is waterproofed, weatherproofed, and otherwise protected from water or moisture intrusion shall be stamped by an architect or engineer and shall be provided to the building department and to the person conducting the course of construction inspection in a timely manner to permit such person to inspect for compliance therewith, and may be provided through individual updates, cumulative updates, or as-built updates.

**Exception:** The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

\* \* \*

**106.3 Examination of documents.** The building official shall examine or cause to be examined the accompanying construction documents and shall ascertain by such examinations whether the construction indicated and described is in accordance with the requirements of this code and other pertinent laws or ordinances.

Multiunit residential structures or rehabilitative construction. The building official is not charged with determining whether the building enclosure design documents are adequate or appropriate to satisfy the requirements of EHB 1848. Nothing in EHB 1848 requires a building department to review, approve or disapprove enclosure design documents.

\* \* \*

Section 4. Section 15.08.050 of the Gig Harbor Municipal Code is hereby

amended to read as follows:

**15.08.041 Amendment to IBC Section 109.3.8.** Section 109.3.8 of the IBC is hereby amended to read as follows:

109.3.8 Other Inspections. In addition to the inspections specified above, the building official is authorized to make or require other inspections of any construction work to ascertain compliance with the provisions of this code and other laws that are enforced by the department of building safety.

It is the applicant's responsibility to provide the "qualified inspector" and assure that the building envelope inspections required under EHB 1848 are performed. The Department of Building Safety is not responsible for approving the qualifications of the inspector or for performing these inspections.

Section 5. Section 15.08.050 of the Gig Harbor Municipal Code is hereby

amended to read as follows:

**15.08.050 Amendment to IBC Section 110.** Section 110 of the IBC is hereby amended to read as follows:

110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made until the building official has issued a certificate of occupancy therefore as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the jurisdiction.

Upon completion of the inspection required by EHB 1848 by a qualified inspector, the qualified inspector shall prepare and submit to the appropriate building official a signed letter certifying that the building enclosure has been inspected during the course of construction or rehabilitative construction and that it has been constructed or reconstructed in substantial compliance with the building enclosure design documents, as updated pursuant to Section 3 of EHB 1848. The building department shall not issue a final certificate of occupancy or other equivalent final acceptance until the letter required by this section has been submitted. The building department and/or building official is not charged with and has no responsibility for determining whether the building enclosure inspection is adequate or appropriate to satisfy the requirements of EHB 1848.

\* \* \*

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

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

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By \_\_\_\_\_  
Molly Towslee, City Clerk

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY

By \_\_\_\_\_  
Carol A. Morris

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

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

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On \_\_\_\_\_, 2005, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING PERMIT APPLICATION REQUIREMENTS FOR MULTI UNIT RESIDENTIAL STRUCTURES OR REHABILITATIVE CONSTRUCTION, ADOPTING THE NEW REQUIREMENTS IMPOSED BY EHB 1848, AMENDING SECTIONS 15.08.020, 15.08.040 AND 15.08.050, ADOPTING A NEW SECTION 15.08.021 AND 15.08.041 TO THE GIG HARBOR MUNICIPAL CODE.**

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

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

APPROVED by the City Council at their regular meeting of September \_\_\_\_, 2005.


---

MOLLY TOWSLEE, City Clerk





ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR**   
**DATE: SEPTEMBER 12, 2005**  
**SUBJECT: FIRST READING OF ORDINANCE – PROVIDING FOR THE ISSUANCE AND SALE OF UNLIMITED TAX GENERAL OBLIGATION (UTGO) BONDS FOR THE PURPOSE OF PROVIDING PERMANENT FINANCING FOR FUNDS REQUIRED TO ACQUIRE WATERFRONT SPACE AND LAND AND INITIATE RESTORATION OF THE EDDON BOATYARD**

#### **BACKGROUND**

This is the first reading of an ordinance providing permanent financing for the purchase of Eddon Boatyard.

The proceeds of this note will be used to pay off the Unlimited Tax General Obligation Bond Anticipation Note issued on February 11, 2005 in the principal amount of \$3,500,000. This note was sold to Bank of America, N.A., Seattle, Washington (the "Bank") and remains outstanding in the principal amount of \$3,500,000. The note has a due date of February 1, 2006.

#### **FISCAL CONSIDERATIONS**

The proposed bonds will have a 20-year term. The average annual debt service over the 20-year life of the note is approximately \$262,000 based upon a 3.8% interest rate quoted by Bank of America as of August 22, 2005. The actual interest rate will be set September 23 in anticipation of Council approval on September 26. The estimated impact upon individual property owners over the life of the bond is as follows:

#### **RECOMMENDATION**

Staff recommends adoption of the ordinance after a second reading.

CITY OF GIG HARBOR, WASHINGTON

UNLIMITED GENERAL OBLIGATION BOND, 2005

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ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF \$3,500,000 FOR THE PURPOSE OF PROVIDING PERMANENT FINANCING FOR FUNDS REQUIRED TO ACQUIRE WATERFRONT SPACE AND LAND AND INITIATE RESTORATION OF THE EDDON BOATYARD, AS AUTHORIZED BY ORDINANCE OF THE CITY COUNCIL AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID BOND; PROVIDING THE METHOD OF REPAYMENT; AND APPROVING THE SALE OF SUCH BOND.

PASSED ON SEPTEMBER 26, 2005

PREPARED BY:

PRESTON GATES & ELLIS LLP  
Seattle, Washington

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\* This Table of Contents is provided for convenience only and is not a part of this ordinance.

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

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, PROVIDING FOR THE ISSUANCE AND SALE OF A BOND OF THE CITY IN THE PRINCIPAL AMOUNT OF \$3,500,000 FOR THE PURPOSE OF PROVIDING PERMANENT FINANCING FUNDS REQUIRED TO ACQUIRE WATERFRONT SPACE AND LAND AND INITIATE RESTORATION OF THE EDDON BOATYARD, AS AUTHORIZED BY RESOLUTION OF THE BOARD OF DIRECTORS AND APPROVED BY THE QUALIFIED ELECTORS OF THE CITY; PROVIDING THE DATE, FORM, TERMS AND MATURITY OF SAID BOND; PROVIDING THE METHOD OF REPAYMENT; AND APPROVING THE SALE OF SUCH BOND.

WHEREAS, at an election held in the City of Gig Harbor, Washington (the "City") on November 2, 2002, the number and proportion of the qualified electors of the City required by law for the adoption thereof voted in favor of a proposition authorizing the issuance of bonds of the City in the aggregate principal amount of \$3,500,000 ("Bond Authorization") to acquire waterfront space and land and initiate restoration of the Eddon Boatyard (the "Projects") as authorized by Ordinance No. 970, passed on September 13, 2004 (the "Election Ordinance") by the City Council; and

WHEREAS, pursuant to Ordinance No. 987, the City issued its Unlimited Tax General Obligation Bond Anticipation Note, 2005 on February 11, 2005 in the principal amount of \$3,500,000, which was sold to Bank of America, N.A., Seattle, Washington (the "Bank") and remains outstanding in the principal amount of \$ \_\_\_\_\_; and

WHEREAS, the City Council deems it necessary and in the best interest of the citizens of the City to issue a bond to provide permanent financing for the Projects; and

WHEREAS, the Bank has proposed to purchase a bond to provide such permanent financing under the terms and conditions set forth in this ordinance; and

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, DO ORDAIN as follows:

Section 1.     Definitions. As used in this ordinance, the following words shall have the following meanings:

*Bank* means Bank of America, N.A., Seattle, Washington.

*Bond* means the City of Gig Harbor, Washington, Unlimited General Obligation Bond, 2005, issued pursuant to this ordinance.

*Bond Fund* means the City of Gig Harbor Bond Redemption Fund, 2005, created in the office of the Treasurer of the City pursuant to Section 8 of this ordinance.

*Bond Register* means the books or records maintained by the Registrar containing the name and mailing address of the owner of the Bond or nominee of such owner and the principal amount outstanding.

*City* means the City of Gig Harbor, Washington, a political subdivision duly organized and existing under and by virtue of the laws of the State of Washington.

*Code* means the Internal Revenue Code of 1986, as amended, and shall include all applicable regulations and rulings relating thereto.

*Council* means the City Council, as the general legislative body of the City.

*Note* means the City of Gig Harbor, Washington, Unlimited General Obligation Note, 2005, issued pursuant to Ordinance No. 987 on February 11, 2005 in the principal amount of \$3,500,000.

*Projects* means the acquisition of waterfront space and land and the initiation of restoration of the Eddon Boatyard.

*Proposal Letter* means the proposal from the Bank dated August 22, 2005.

*Registrar* means the Treasurer.

*Treasurer* means the Finance Director of the City or any successor to the functions of the Finance Director.

**Rules of Interpretation.** In this ordinance, unless the context otherwise requires:

(a) The terms "hereby," "hereof," "hereto," "herein," "hereunder" and any similar terms, as used in this ordinance, refer to this ordinance as a whole and not to any particular article, section, subdivision or clause hereof, and the term "hereafter" shall mean after, and the term "heretofore" shall mean before, the date of this ordinance;

(b) Words of the masculine gender shall mean and include correlative words of the feminine and neuter genders and words importing the singular number shall mean and include the plural number and vice versa;

(c) Words importing persons shall include firms, associations, partnerships (including unlimited partnerships), trusts, corporations and other legal entities, including public bodies, as well as natural persons;

(d) Any headings preceding the text of the several articles and Sections of this ordinance, and any table of contents or marginal bonds appended to copies hereof, shall be solely for convenience of reference and shall not constitute a part of this ordinance, nor shall they affect its meaning, construction or effect;

(e) All references herein to "articles," "sections" and other subdivisions or clauses are to the corresponding articles, sections, subdivisions or clauses hereof.

**Section 2. Authorization of the Bond.** In order to provide permanent funding for the Projects, the City hereby authorizes the issuance and sale of a general obligation bond in the principal amount of \$3,500,000 (the "Bond").

Section 3. Description of the Bond.

The Bond shall be designated as the "City of Gig Harbor, Washington Unlimited General Obligation Bond, 2005," shall be dated as of the date of its original issuance, shall be issued as a single instrument, fully registered as to both principal and interest, shall be in the denomination of \$3,500,000, shall be numbered R-1 and shall bear interest at the rate of \_\_\_\_% per annum on the unpaid principal balance (computed on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1 and December 1, commencing December 1, 2005 and shall mature on December 1, 2024. The principal of the Bond shall be repaid on December 1 of the following years and in the following amounts.

<u>Year</u> <u>(December 1)</u>	<u>Principal Amount</u>
2006	\$130,000
2007	135,000
2008	140,000
2009	145,000
2010	150,000
2011	155,000
2012	160,000
2013	170,000
2014	175,000
2015	180,000
2016	185,000
2017	195,000
2018	200,000
2019	210,000
2020	215,000
2021	225,000
2022	235,000
2023	245,000
2024	250,000

If principal amounts are prepaid (at the option of the City or otherwise) a prepayment fee shall be payable. The prepayment fee shall be in an amount sufficient to compensate the Bank for any loss, cost or expense incurred by it as a result of the prepayment, including any loss of

anticipated profits and any loss or expense arising from the liquidation or reemployment of funds obtained by it to maintain the purchase price of the Bond or from fees payable to terminate the deposits from which such funds were obtained. The City shall also pay any customary administrative fees charged by the Bank in connection with the foregoing. For purposes of this paragraph, the Bank shall be deemed to have funded the purchase of the Bond by a matching deposit or other borrowing in the applicable interbank market, whether or not the purchase of the Bond was in fact so funded.

If there occurs (a) any nonpayment of principal, interest, fees or other amounts when due, or (b) any failure to maintain the tax-exempt status of the Bond, the Bank may increase the interest rate payable on the Bond by two (2.0) percentage points.

Section 4. Registration.

(a) *Appointment of Registrar.* The City hereby appoints the Treasurer to act as Registrar. The Registrar is authorized, on behalf of the City, to authenticate and deliver the Bond in accordance with the provisions of the Bond and this ordinance and to carry out all of the Registrar's powers and duties under this ordinance.

(b) *Bond Register.* The Bond shall be in registered form as to both principal and interest.

(c) *Registered Ownership.* The City may deem and treat the Bank as the absolute owner thereof for all purposes, and the City shall not be affected by any notice to the contrary. Payment of the Bond shall be made only as described in Sections 3 and 8 hereof. All such payments made as described in Sections 3 and 8 shall be valid and shall satisfy and discharge the liability of the City upon such Bond to the extent of the amount or amounts so paid. The Bond is not transferable, except to a successor to the business and assets of the Bank.



Section 5. Form of Bond. The Bond shall be in substantially the following form:

UNITED STATES OF AMERICA

NO. N-1

\$3,500,000

STATE OF WASHINGTON

CITY OF GIG HARBOR  
UNLIMITED GENERAL OBLIGATION BOND, 2005

Registered Owner: Bank of America, N.A.  
Seattle, Washington

Interest Rate: \_\_\_\_%

Maturity Date: DECEMBER 1, 2024

Taxpayer ID: 94-1687665

Principal Amount: THREE MILLION FIVE HUNDRED THOUSAND AND NO/100  
DOLLARS

The City of Gig Harbor, Washington, a municipal corporation organized and existing under and by virtue of the laws of the State of Washington (herein called the "City"), hereby acknowledges itself to owe and for value received promises to pay to the Registered Owner identified above, or registered assigns, the Principal Amount above, plus interest at the Interest Rate set forth above, pursuant to Ordinance No. \_\_\_\_ of the City (the "Bond Ordinance").

The Bond shall bear interest at a rate of \_\_\_\_% per annum on the unpaid principal balance (computed on the basis of a 360-day year of twelve 30-day months), payable semiannually on each June 1 and December 1, commencing December 1, 2005 and shall mature on December 1, 2024. The principal of the Bond shall be repaid on December 1 of the following years and in the following amounts.

<u>Year</u> <u>(December 1)</u>	<u>Principal Amount</u>
2006	\$130,000
2007	135,000
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2009	145,000
2010	150,000
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2013	170,000
2014	175,000
2015	180,000

2016	185,000
2017	195,000
2018	200,000
2019	210,000
2020	215,000
2021	225,000
2022	235,000
2023	245,000
2024	250,000

Both principal of and interest on this bond are payable in lawful money of the United States of America. Upon the final payment of principal and interest of this Bond, the Bank shall present and surrender this bond to the Treasurer of the City, as "Registrar". This bond may be prepaid at the option of the City, subject to a prepayment fee in accordance with the terms of the Bond Ordinance.

This bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Bond Ordinance until the Certificate of Authentication hereon shall have been manually signed by the Registrar.

This bond is issued under and in accordance with the provisions of the Constitution and applicable statutes of the State of Washington and Ordinances of the City, including the Bond Ordinance. This bond is issued pursuant to the Bond Ordinance for the purpose of providing the permanent financing for certain capital improvements to property and facilities within the City.

This bond is a general obligation of the City and is payable from a special fund of the City, designated as the City of Gig Harbor Bond Redemption Fund, 2005. The City has pledged and is obligated to deposit amounts, from the proceeds of Bonds or other sources, amounts sufficient to pay and redeem this bond upon maturity. The full faith, credit and resources of the City are pledged, and the City shall levy taxes, if necessary, without limitation as to rate or amount, to pay the principal of and interest on this bond.

**THIS BOND IS NOT TRANSFERABLE**, except to a successor to the business and assets of the Bank.

This bond is not a "private activity bond" as such term is defined in the Internal Revenue Code of 1986, as amended (the "Code"). The City has designated this bond as a "qualified tax-exempt obligation" under Section 265(b) of the Code for investment by financial institutions.

It is hereby certified that all acts, conditions and things required by the Constitution and statutes of the State of Washington to exist, to have happened, been done and performed precedent to and in the issuance of this bond have happened, been done and performed and that the issuance of this bond does not violate any constitutional, statutory or other limitation upon the amount of indebtedness that the City may incur.

IN WITNESS WHEREOF, the City of Gig Harbor, Washington has caused this bond to

be signed with the manual or facsimile signature of the Mayor, to be attested by the manual or facsimile signature of the City Clerk and the seal of the City impressed or otherwise reproduced hereon, all as of this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

CITY OF GIG HARBOR, WASHINGTON

By \_\_\_\_\_  
/s/ facsimile or manual  
Mayor

ATTEST:

By \_\_\_\_\_  
/s/ facsimile or manual  
City Clerk

The Registrar's Certificate of Authentication on the Bond shall be in substantially the following form:

CERTIFICATE OF AUTHENTICATION

Date of Authentication: \_\_\_\_\_, 2005

This bond is described in the within-mentioned Ordinance and is the General Obligation Bond, 2005 of the City of Gig Harbor, Washington, dated \_\_\_\_\_, 2005.

FINANCE DIRECTOR OF THE CITY OF  
GIG HARBOR, as Registrar

By \_\_\_\_\_  
Authorized Signer

Section 6. Execution of Bond. The Bond shall be signed by the manual or facsimile signature of the Mayor of the City and attested by the manual or facsimile signature of the City Clerk and the seal of the City impressed or otherwise reproduced thereon. The Bond shall not be valid for any purpose until the Certificate of Authentication on the Bond shall have been signed by the Registrar.

Section 7. Tax Covenants. The City hereby covenants that it will not make any use of the proceeds of the sale of the Bond or any other funds of the City which may be deemed to be

proceeds of such Bond pursuant to Section 148 of the Code which will cause the Bond to be an "arbitrage bond" within the meaning of said section. The City will comply with the requirements of Section 148 of the Code (or any successor provision thereof applicable to the Bond) and the applicable regulations thereunder throughout the term of the Bond.

The City further covenants that it will not take any action or permit any action to be taken that would cause the Bond to constitute a "private activity bond" under Section 141 of the Code.

The City hereby designates the Bond as a "qualified tax-exempt obligation" for purchase by financial institutions pursuant to Section 265(b)(3) of the Code. The City does not anticipate that it will issue more than \$10,000,000 in qualified tax-exempt obligations during 2005.

Section 8.     Bond Fund. A special fund of the City known as the "City of Gig Harbor Bond Redemption Fund, 2005" (the "Bond Fund") is hereby authorized to be created in the office of the Treasurer. The Bond Fund shall be drawn upon for the sole purpose of paying the principal of and interest on the Bond.

The City hereby irrevocably covenants that, unless the principal of and interest on the Bonds are paid from other sources, it will make annual levies of taxes without limitation as to rate or amount upon all of the property in the City subject to taxation in amounts sufficient to pay such principal and interest as the same shall become due and will pay the same into the Bond Fund. The full faith, credit and resources of the City are hereby irrevocably pledged for the annual levy and collection of such taxes and for the prompt payment of such principal and interest.

Section 9.     Sale of Bond. The Bond shall be sold to the Bank at a price of par in accordance with the terms of this ordinance. Upon delivery of the Bond, the City (a) shall pay Banc of America Securities LLC, as structuring agent, a fee of .50% of the par amount of the

Bond, (b) shall pay the Bank an origination fee of \$3,500 and (c) shall pay the Bank's legal fees in the amount of \$500, which payments shall be made by check, wire transfer or other mutually acceptable means to the respective payee.

The proper officials of the City are hereby authorized and directed to do all things necessary for the prompt execution and delivery of the Bond and the items required to be delivered to the Bank and for the proper use and application of the proceeds of sale thereof.

Section 10. Application of Bond Proceeds. Proceeds of the Bond shall be used immediately upon receipt to refund the Note. Any remaining proceeds of the Bond shall be deposited into a fund as designated by the Treasurer and shall be expended solely to pay the costs of the Projects.

Section 11. Lost, Stolen or Destroyed Bond. In case the Bond shall be lost, stolen or destroyed, the City may execute and the Registrar may deliver a new Bond of like date and tenor to the Bank and upon its filing with the Registrar evidence satisfactory to said Registrar that the Bond was actually lost, stolen or destroyed, and upon furnishing the Registrar with indemnity satisfactory to the Registrar.

Section 12. Information Provided to the Bank. The City will provide the following information to the Bank:

- (1) The City's annual budget, within 90 days of commencement of each new fiscal year;
- (2) Internally-prepared annual financial statements for the City, within 240 days of the City's fiscal year end; and
- (3) The City's annual State Audit Report within 10 days of receipt from the State Auditor.

Section 13. Severability. If any one or more of the covenants or agreements provided in this ordinance to be performed on the part of the City shall be declared by any court of competent jurisdiction to be contrary to law, then such covenant or covenants, agreement or agreements, shall be null and void and shall be deemed separable from the remaining covenants and agreements of this ordinance and shall in no way affect the validity of the other provisions of this ordinance or of the Bond.

Section 14 Effective Date. This ordinance shall be effective five days from its passage and publication as required by law.

PASSED by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of said Council held this 26th day of September, 2005.

CITY OF GIG HARBOR, WASHINGTON

\_\_\_\_\_  
Mayor

ATTEST:

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

First Reading: September 26, 2005  
Date Approved: September 26, 2005  
Date of Publication: \_\_\_\_\_, 2005  
Effective Date: \_\_\_\_\_, 2005

**CERTIFICATE**

I, the undersigned, City Clerk of the City of Gig Harbor, Washington (the "City") and keeper of the records of the City Council (the "City Council"), DO HEREBY CERTIFY:

1. That the attached Ordinance is a true and correct copy of Ordinance No. \_\_\_\_ of the City Council (the "Ordinance"), duly passed at a regular meeting thereof held on the 26th day of September, 2005.

2. That said meeting was duly convened and held in all respects in accordance with law, and to the extent required by law, due and proper notice of such meeting was given; that a legal quorum was present throughout the meeting and a legally sufficient number of members of the City Council voted in the proper manner for the passage of the Ordinance; that all other requirements and proceedings incident to the proper passage of the Ordinance have been duly fulfilled, carried out and otherwise observed; and that I am authorized to execute this certificate.

IN WITNESS WHEREOF, I have hereunto set my hand this 26th day of September, 2005.

---

City Clerk



ADMINISTRATION

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *mh*  
**SUBJECT: ST. ANTHONY'S UPDATE**  
**DATE: SEPTEMBER 12, 2005**

On August 23, I met with Joe Kunkel of Hammes Company to discuss a number of issues. We discussed current process thinking with respect to traffic, comprehensive planning, and conditional use permitting. Toward this end, I informally reviewed the process as outlined on the St. Anthony's Hospital Permit Process flow chart of August 10, 2005 (attached) and how these issues fit within this context.

FHS (Laurie Nichols) wanted to know what it would take for FHS to re-engage its design process. I emphasized my hope that FHS might choose to re-engage its design process once the city and FHS can establish an engineering perspective on traffic that provides a reasonable hope that near-term, 6-year and 20-year traffic improvements are feasible. Further, I shared my hope that this perspective will be sufficiently established for the needs of FHS on September 15, when the DEA presents its engineering scenario for traffic improvements to the Mayor's joint committee. Also, I emphasized the need to begin the design review process as soon as possible once FHS makes the decision to move forward with its design process.

At the next joint committee meeting, Laurie will be sharing a drop-dead date for the St. Anthony's project because the joint group asked for this date. Joe Kunkel emphasized that FHS wants to be successful on its chosen site, has ruled out no feasible options, and will be as flexible as possible.

We discussed the very reasonable approach of hiring dedicated, temporary city planning, building and engineering assistance for the Franciscan project at Franciscan expense. City code provides for such hiring, and it is a given that such dedicated assistance will be requested and hired under contractual provisions once Franciscan re-starts its design process.

Also, FHS requested that Carol Morris be in attendance at the next meeting at 9:30 AM on September 15. Carol Morris has scheduled the meeting and will be in attendance.

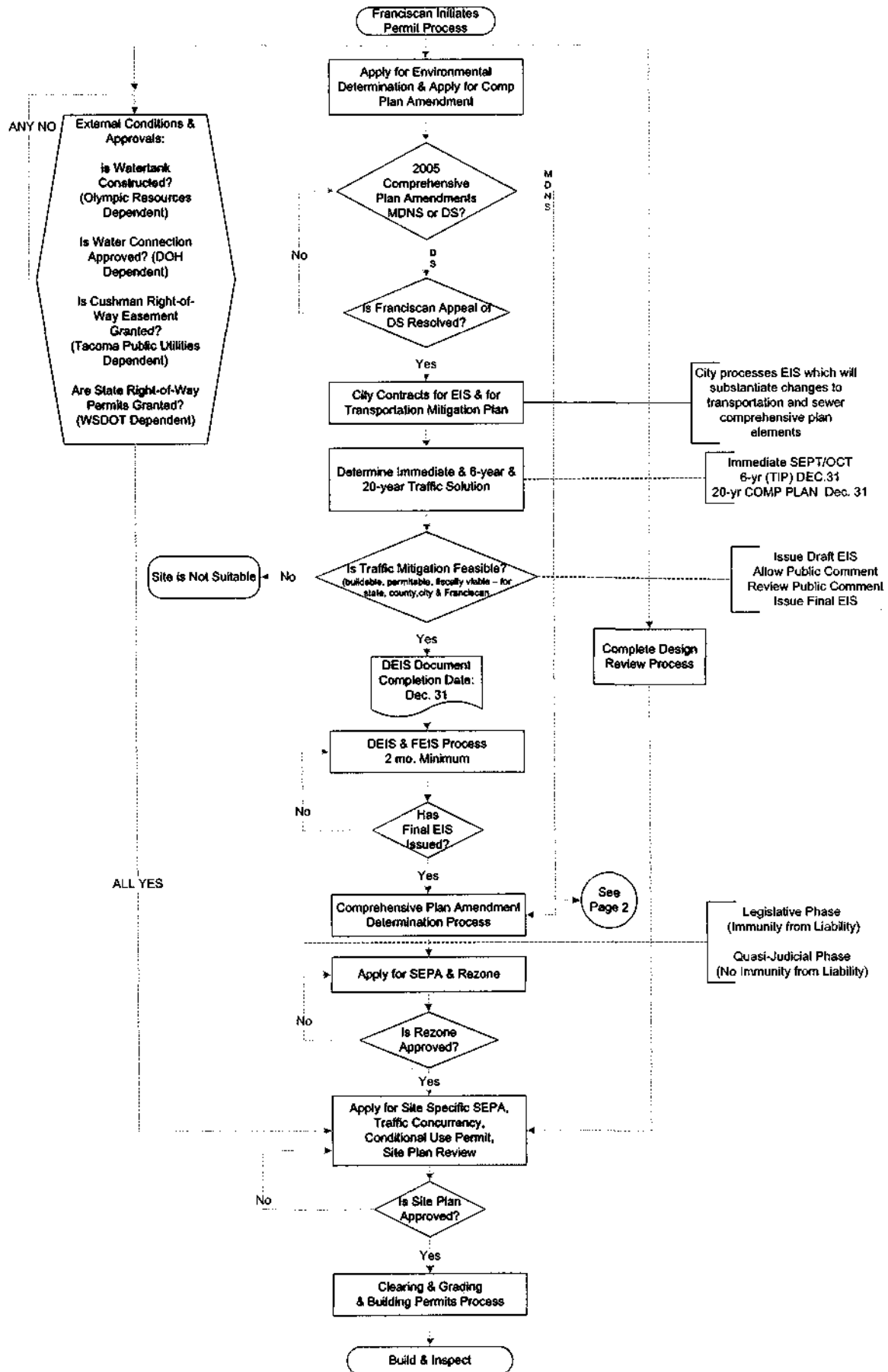
FHS shared its concern about the traffic considerations on Pt. Fosdick. I expect FHS to review Pt. Fosdick traffic considerations with a fine-tooth comb.

An August 29 communication from Victor Salemann at David Evans and Associates indicates that on September 15 Mr. Salemann expects to provide "a 'concept level'



solution" that will be consistent with the completion of the EIS. This solution would include reasonable solutions or actions to allow the hospital to move forward. Victor envisions "a refined discussion of the hospital impacts – a list of policy changes to relax LOS standards for certain facilities (i.e. emergency rooms), a list of TDM requirements to reduce trip generation of the hospital (parking restrictions, shift times and visitor hours, etc.), a list of near-term safety mitigation at the interchange (ramp widening, roundabout improvements), a list of long-term solutions..." His understanding is that he must demonstrate that a combination of actions could make the hospital happen. DEA is at full strength working toward this end.

City staff members intend to expeditiously process first the comprehensive plan amendment, and then the project permit applications associated with St. Anthony Hospital. The expeditious processing may entail scheduling of special meetings of the City Planning Commission, Design Review Board, and Hearing Examiner as needed. With such expeditious permit processing, however, the City shall ensure that other project permit applications submitted to the City by other applicants are processed in a timely manner. As discussed with the St. Anthony's project team lead, Joe Kunkel, staff will present necessary contracts for consultant services to the City Council, to allow processing of the Hospital's applications by city-authorized consultants within necessary time constraints.



**Council Action Relating to  
Comp Plan Amendments**

1. Adjust level of service at intersections in Transportation Comp Plan to reflect conclusions in EIS and to ensure traffic concurrency for future projects.
2. Identify state and local transportation facilities that will meet future and current demands.
3. Analyze funding capability for transportation facilities against probable funding resources.
4. Develop a multi-year financing plan based on needs identified in items #1-3 and in Comp Plan.
5. If probable funding falls short of meeting identified needs, City must include discussion of how additional funding will be raised or how land use assumptions will be reassessed to ensure that level of service standards will be met.
6. After all of the above, and as part of the second half of item #5 analysis, the City Council could deny proposed Comp Plan amendments that would exacerbate traffic impacts on identified transportation facilities; or, the City Council could approve and identify the necessary transportation strategies or transportation improvements that must be constructed in order to maintain/obtain concurrency on identified transportation facilities.



POLICE

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY REPORT FOR AUGUST 2005**  
**DATE: SEPTEMBER 12<sup>th</sup>, 2005**

**DEPARTMENTAL ACTIVITIES**

Year to date (YTD) 2004 activity statistics compared to YTD 2005 activity statistics through August show calls for service in 2005 have continued to decrease. August YTD totals show we have 392 fewer calls for service this year when compared to 2004. (2004/3714, 2005/3322), yet we have seen an YTD increase of 263 reports written in 2005 (2004/895, 2005/1158). In researching why our calls for service have seemed to decrease this year, I learned that we have changed the way we count calls for service. In the past, we would count a second officer responding to a call as another call for service. We currently count each call for service as one event, not matter how many officers respond.

August YTD DUI arrests in 2005 are up by 19 (2004/26, 2005/45) and August YTD infractions in 2005 are up by 206 (2004/696, 2005/902). Traffic accidents August 2005 YTD are down by 26 accidents when compared to the same August YTD period in 2004 (2004/150, 2005/124). I updated the table that I provided last month tracking traffic collisions by age group. The table is provided on the attached traffic accident report.

Attached you will find several graphs that track selected 2004 and 2005 monthly statistics. I have updated the graphs for August so you can visually evaluate and track our monthly activity trends (remember some of the graphs contain cumulative numbers).

**The Reserve Unit** supplied 101.75 hours of volunteer time assisting our officers in August.

**The Marine Services Unit (MSU)** provided 24 hours of security for the "Lady Washington" visit this last month. The MSU provided a total of 60.5 hours of patrol time during the month of August completing 14 safety inspections, 27 verbal warnings and eight (8) boaters assistance. Marine officers have also been providing security for the crane salvaging boats burned during the Harborview Marina fire. The portable dock has been installed and the Wave Runner is currently being moored at Arabella's Marina.

MSU provided security assistance at the Harborview Marina fire scene over the Labor Day weekend. MSU provided a total of 32 hours of marine patrol time assisting with the clean-up operation.

**Some of the more interesting calls for the month of July 2005 included:**

- August 2nd: Officer Busey was dispatched to the bus stop on Point Fosdick Drive for a suspicious circumstance. A 52-year old male subject was reported to be yelling, dancing and rolling around on the ground in a bizarre manner. A records check revealed that the subject had an active warrant and he was subsequently transported to jail. Case # 050931
- August 2nd: Sgt Dougil was dispatched to the rear of a business on Burnham Drive. Workers on the property located an active outdoor marijuana grow. Three healthy marijuana plants were located and seized. Cultivators of the plants were not located. Case # 050932
- August 2nd: Sgt Emmett arrested a 35-year old male for physical control of a motor vehicle while under the influence of alcohol. The subject had driven his company truck into the parking lot of a bank on Point Fosdick and passed out in the front seat with the motor running. Case # 050936
- August 3rd: Officer Dahm arrested a 31-year old male for DUI. Officer Dahm saw the subject staggering to his truck in the parking lot of a cocktail lounge on Point Fosdick. Officer Dahm contacted the subject before he started his truck and warned him not to drive the truck or he would be arrested for DUI. The subject walked back to the Sunset Grill, saying he would find a ride home. A short time later, Officer Dahm saw the subject get back in his truck and attempt to drive out of the lot. The subject was stopped and arrested for DUI. The individual blew a .270 on the PBT and refused the BAC. Case # 050938
- August 6th: A 19-year old male was arrested by Officer Cabacungan for possession of marijuana under 40 grams. The subject was stopped for a traffic offense and Officer Cabacungan saw a plastic bag of marijuana in the subject's glove box. Case # 050946
- August 6th: A 23-year old male was critically injured when he slammed his 2005 Suzuki motorcycle into the side of a vehicle exiting the AM/PM station on Olympic Drive. The motorcyclist was traveling at a high rate of speed and was unable to brake after entering the blind curve. Officer Douglas is investigating the collision with the assistance of the Pierce County Sheriff's crash team. The victim is in critical condition with extensive brain injuries. Case # 050950
- August 9<sup>th</sup>: Detective Entze arrested an Auburn resident for unlawful issuance of a bank check in regards to a prescription fraud at a local pharmacy. The female suspect has an addiction to pain killers and has been using phony prescriptions and writing bad checks to pay for the drugs all over Western Washington. Detective Entze located the female suspect in Auburn and cited her into our court. Case # 050956

- August 12<sup>th</sup>: Officer Allen played hide & seek with a pickup truck in the area of 38<sup>th</sup> & 56<sup>th</sup> at about 0240 hours. Officer Allen eventually located the driver of the truck, a 21-year old male after he attempted to hide the vehicle in a driveway. During a pat-down search, Officer Allen located a set of brass knuckles in the subject's pocket. The subject was cited and released. Case # 050964
- August 15<sup>th</sup>: Officer Welch investigated a dog bite call in which a 1-year old girl was bitten on the throat by a male Pit Bull. The 1-year old lives in a apartment complex located in the 4400 block of Rosedale. The girl's injuries required 10 stitches at the hospital. Officer Welch responded to the dog's residence with the Humane Society and the dog was released to the Humane Society. The dog is now in quarantine for 10 days and will be destroyed. UPDATE: the owners of the dog have refused to have the dog destroyed, so the report has been forwarded to the prosecutor's office for charging. Case #050983
- August 16<sup>th</sup>: Officer Busey responded to a call of two older male teenagers at the skateboard park harassing younger skaters. Officer Busey made contact with the two and determined that both had been drinking. Officer Busey arrested the 19-year old for Minor in possession (MIP), possession of marijuana under 40 grams and criminal trespass. The 19-year old had been trespassed from the park by GHPD on a past offense. Busey also arrested the 16-year old male for MIP. Case # 050985
- August 19<sup>th</sup>: While on patrol, Sgt Dougil observed a blue "Sport Bike" type motorcycle parked in front of Finholm's Market. The motorcycle matched the description of a Tacoma Police Department stolen. Sgt Dougil returned to the bike and noticed that the license plate bracket had been altered to hide the plate. Upon checking the plate, Sgt Dougil discovered that it was indeed the stolen motorcycle from Tacoma. Sgt Dougil detained a male suspect inside Finholm's that had been seen riding the motorcycle up to the market. The 24-year old male was taken into custody and arrested for possession of stolen property 1<sup>st</sup> degree and a Tacoma Municipal Court warrant. The suspect has a long history with GHPD. This was a great catch by Sgt Dougil. Case # 050999
- August 20<sup>th</sup>: Officer Cabacungan and Reserve Officer Menday arrested two 20-year old males for MIP. The officers attempted to contact the two subjects based on a traffic offense. The two attempted to hide from the officers in an apartment complex and a short foot pursuit ensued when one of the subjects ran from the scene. Officer Cabacungan ran him down and both were taken into custody. The two were very disorderly and were booked into the Pierce County Jail. Case # 051000
- August 20<sup>th</sup>: Officers were dispatched to a theft of gas in progress at a business complex located in the 10400 block of Burnham. Officer Chapman was the first on the scene and located a 30-year old male hiding in the bushes with a 5 gallon gas can. The subject was identified by the witness as the individual attempting to

steal the gas. A second subject fled in a vehicle and was not located. Case # 051004

- August 21<sup>st</sup>: Officer Dahm checked a 43-year old male as he was sleeping in his car on the side of the road. During the contact, it was discovered that the subject was wanted in Arizona on an Aggravated Assault & DUI warrant. The subject was taken into custody and booked. Case # 051005
- August 24<sup>th</sup>: While working graveyard shift Officer Chapman checked the registration of a small pickup truck and found that the registered owner had a felony warrant for his arrest out of King County. The driver of the vehicle matched the description of the registered owner, so Officer Chapman stopped the vehicle. The warrant was confirmed and the 39-year old driver was taken into custody for the warrant. A search of the vehicle incident to arrest revealed a small amount of Meth and a crack pipe. The driver was also found to have a suspended driver's license. Case # 051028
- August 27<sup>th</sup>: Officer Cabacugnan arrested a 17-year old female for shoplifting. The female reportedly lost a pair of earrings, so she went to a local department store and decided to steal three pairs to make up for the pair she lost. She was released to her mother and a report was submitted to Remann Hall. Case # 051038
- August 27<sup>th</sup>: Sgt Emmett arrested a 53-year old female for DUI after two motorists forced her to the side of the road and took her keys. The female and her sister had been drinking margaritas all day when they decided to take a drive. The female was driving so poorly that she nearly struck a jogger and a bicyclist. It was learned later that the driver also had an active DUI warrant from Pierce County District Court. The BAC on the driver was .217 & .219. She was booked into jail on the warrant. Case #051039
- August 28<sup>th</sup>: Officers Welch and Dahm were advised of a Kitsap County stolen CJ5 Jeep at a residence on Novak off of Harborview. The owner of the Jeep inspected the Jeep in the driveway and verified that it was his. The plates on the Jeep had been switched and the VIN plates were gone. While inspecting the Jeep, the new owner appeared and said that he had just bought the Jeep from a guy in the "Little Nickel." This individual could not provide any ownership papers other than a bill of sale that he had scratched out in his own handwriting. The Jeep had recently been painted a different color and the ignition was punched. The subject was taken into custody and interviewed at GHPD. He was then booked on a charge of possession of stolen property (PSP). The Jeep was towed to GHPD to be inspected for hidden VIN numbers. Case # 051046
- August 30<sup>th</sup>: Officer Busey investigated a malicious mischief that occurred in the restrooms at the City Park. Officer Busey was able to determine by talking with a witness that a 14-year old girl and boy were responsible for painting graffiti on the

restroom walls. Officer Busey interviewed one of the juveniles, who confessed to the vandalism. An interview with the second suspect is still pending. Case # 051055

- August 31<sup>st</sup>: A large fire engulfed the Harborview Marina destroying 47 large boats and causing a major oil/pollution spill. Officer Busey was working at the time of the fire and immediately responded to the scene on the MSU boat. Officer Busey was able to deploy the city's oil boom around the fire scene which diminished the spread of debris. The cause of the fire is still under investigation. The U. S. Coast Guard is coordinating the clean up of the scene and the recovery of the burned boats. The cost of the clean-up is estimated at 1.1 million dollars. Case # 051059
- September 3<sup>rd</sup>: Officer Welch attempted a traffic stop on a 1992 Acura Integra at Point Fosdick & Olympic Drive. The vehicle pulled into a parking lot and then fled as Officer Welch approached the vehicle. The Acura then drove to a parking lot at the Harbor Country Apartments and three white males jumped out of the vehicle and ran. Officer Welch attempted a foot pursuit, however the three got away. The Acura was left running with the doors open in the parking lot. Inside of the vehicle were several tools associated with stealing and prowling cars. Case # 051071

#### **TRAVEL/TRAINING**

CSO Mock met with Mark Knutson, the Assistant Director of the Information Technology Unit in LESA. He will be setting up an account for Lynn to gain access into LESA to build crime analysis reports. Mark also showed Lynn some fantastic stuff the guys working the streets may be interested in such as; Electronic Turnout, which helps the officers to communicate across jurisdictions about "hot topics" like a crime that just occurred, training, suspect information and officer safety issues.

Officer Welch completed one-week of training in "Strategies of Low Light Engagement" in Vancouver Washington.

Sgt. Dougil assisted WestNET with a week-long marijuana eradication detail.

Officer Busey testified in Arkansas on a child pornography case he worked last year. The Department of Justice paid for all associated travel costs. The suspect received two concurrent 14-year sentences, fined \$17,500 and will receive supervised probation for the rest of his life.

GHPD & Officer Welch hosted training at the Inn of Gig Harbor entitled "The Bullet Proof Mind". The guest speaker was retired Lt. Col. Grossman. The training class was attended by 169 people including several from GHPD.

Officer Welch provided active shooter training to the reserves at the fire station on August.



Personnel from department completed the mapping out of tactical responses to our city public schools. This is the completion of the First Responder program that I have talked about in the past. Our next task will be to conduct active shooting and tactical scenario training at each of the school sites.

Officer Fred Douglas has been selected to serve as our next detective starting January 2006. Assignment to detectives lasts two years and our current detective, Kevin Entze has been in the position for almost two and one half years. Kevin is due to be transferred to patrol at the beginning of the year.

### **SPECIAL PROJECTS**

CSO Mock completed the September Seasonal Crime Prevention Newsletter. It is focused on "Back to School" safety information. I have provided each of the council members copy for review.

We have created a False Alarm Compliance Report to start tracking responses to false alarms in the city. Per our Municipal Code, if the owner of an alarm fails to fix a malfunctioning alarm, we can fine them or require that they disconnect the alarm. The second response within six months is a \$25.00 fine and the third response is a \$50.00 fine. Hopefully, we can gain compliance through education.

We called out the PCSO bomb team last month for a suspicious suitcase next to the Kitsap Credit Union on Borgen Blvd. Investigators eventually determined that the suitcase did not contain an explosive device.

GHPD DUI Emphasis involving the Pierce County Sheriff's Department was conducted on August 19th. Officers Welch and Chapman participated and Officer Chapman made a DUI arrest. Councilman Paul Conan rode with Officer Welch during the emphasis patrol.

Gig Harbor hosted its first all-day Folk Festival on 9/3/05. The concerts were held from 1100-1900 at Skansie Park and 1100-2230 at Wilkenson Park. Several hundred people attended the two concerts throughout the day. Although vehicle and pedestrian traffic was heavy at times, no accidents or injuries were reported. Reserve Officers Menday, Meyers & Langhelm volunteered their time, as did Chaplin Roth. Their help was greatly appreciated!

### **PUBLIC CONCERNS**

Due to complaints of unruly behavior, drug use and other aberrant behavior at the City Skate Park, CSO Mock is continuing to keep an eye on the facility.

Fred Meyer's is requesting additional patrols in the evenings. The manager is receiving numerous written complaints from customers regarding skateboarders and unruly juveniles. Officers have been asked to give the complex a little extra attention in the evening hours.

**STOLEN HONDA'S & SPORT BIKE MOTORCYCLES;** we have had a rash of stolen Honda's and motorcycles. The info has been posted and officers are on alert!

GHPD Officers are assisting with traffic at the start and end of school day at Harbor Ridge Middle School for the first full week of school due to construction.

### **FIELD CONTACTS**

Staff made the following contacts in the community:

- Officer Douglas participated in a Child Safety Seat Event on August 5<sup>th</sup>.
- CSO Mock attended the Crime stoppers meeting in Tacoma. The Gig Harbor robbery at Subway was the spotlighted case
- Detective Entze participated in a Property Clerk Oral Board for the Kitsap County Sheriff's Office
- CSO Mock attended a Senior Luncheon with Mayor Wilbert on August 15<sup>th</sup>. Mock spoke for two hours about ID theft and other crime prevention issues
- CSO Mock went to Fircrest on August 3rd to observe how they put together their National Night Out program. Next year the Crocker Group, a local investment firm, has agreed to help sponsor a National Night Out in Gig Harbor. National Night Out is a community celebration aimed at educating adults and children on the ways to prevent crime and stay safe. It is very effective in strengthening relationships between the police and citizens.
- On August 30<sup>th</sup>, Chief Davis, Lt. Colberg and Officer Welch participated in a tactical planning session with the Fire Department and personnel from the Peninsula School District. This completed the mapping of all city schools. This pre-planning work will insure all participating agencies have the most updated information during critical incidents involving one of our local schools.
- At his own expense, Chief Davis traveled to Oaxaca, Mexico for 12 days during the middle of the month to complete a master's class in comparative public administration. The highlight of the trip was meeting with the director of all police operations and subsequently being invited to address "line-up" at the town square the next morning at 8:00 a.m. Through an interpreter, Chief Davis spoke with over 250 police officers.

### **OTHER COMMENTS**

The department is fully-staffed

### **ATTACHMENTS**

- August Monthly Activity Report
- August Activity Graphs
- August Traffic Accident Reports



**POLICE**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: TRAFFIC ACCIDENT REPORT FOR AUGUST 2005 YTD**  
**DATE: SEPTEMBER 12<sup>TH</sup>, 2005**

**LEGEND:**

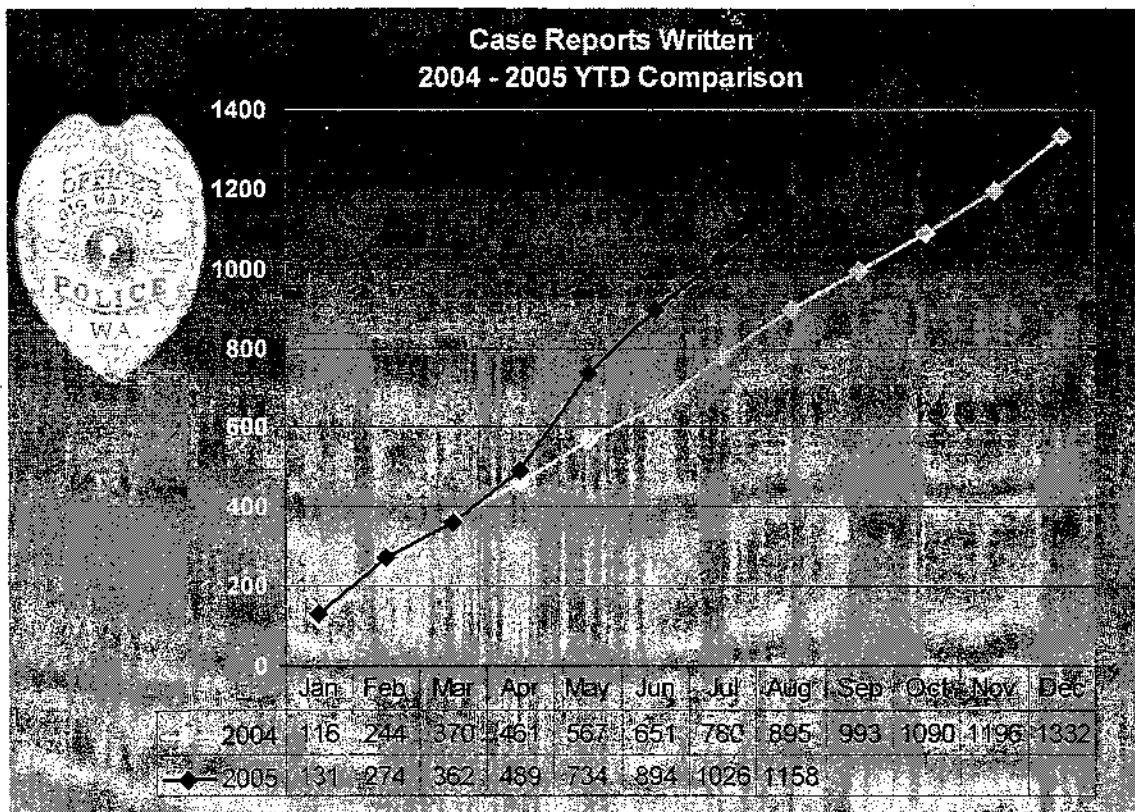
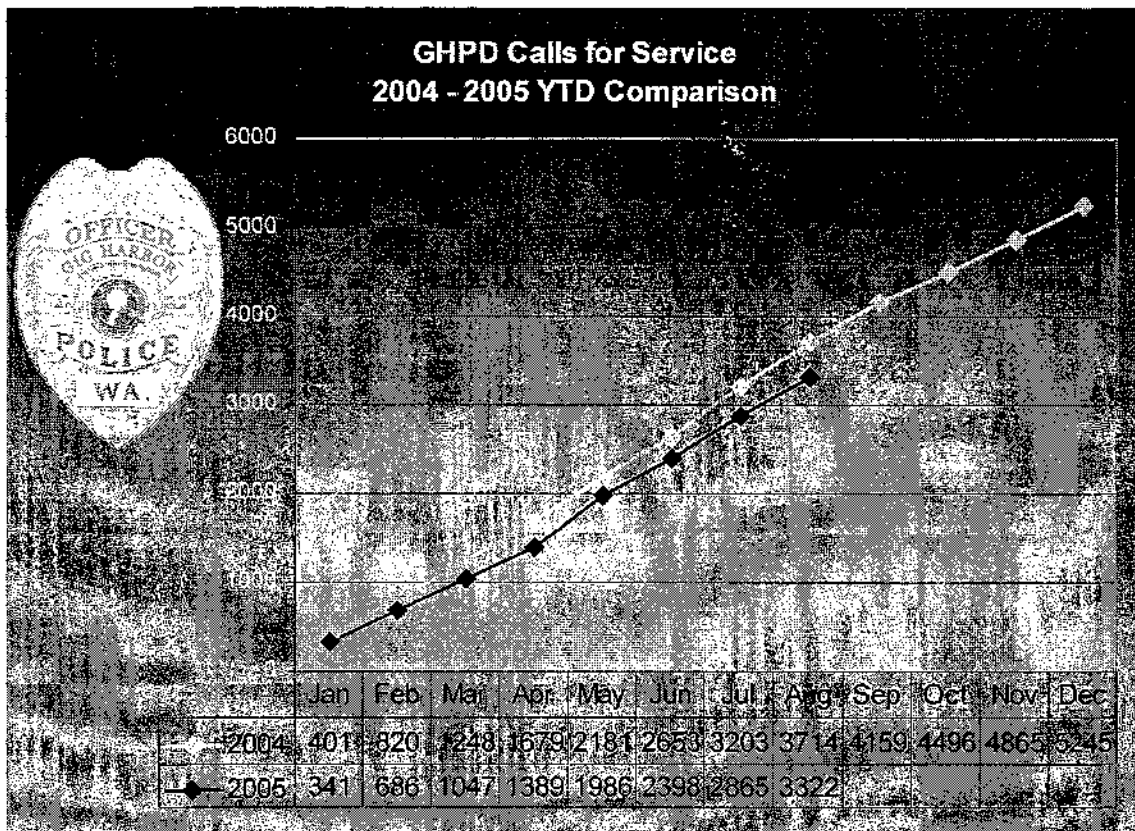
P-LOT      PARKING LOT  
 NON        NON INJURY  
 INJ        INJURY  
 H&R       HIT & RUN  
 RED/CYC   PEDESTRIAN/CYCLIST  
 R/A        ROUNDABOUT

<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>CASE#</u>
08-01-05	5006 Pt. Fosdick Dr	NON	GH050927
08-02-05	Pt. Fosdick Dr & 36 <sup>th</sup> St.	INJ	GH050929
08-03-05	6575 Kimball Dr.	H&R	GH050944
08-06-05	5000 Olympic Dr.	INJ	GH050950
08-10-05	Stinson & Rosedale	NON	GH050961
08-10-05	4800 Pt. Fosdick Dr	NON	GH050962
08-12-05	5000 Olympic Dr	NON	GH050969
08-13-05	5000 Olympic Dr	NON	GH050976
08-22-05	Rosedale & Schoolhouse	NON	GH051016
08-24-05	5216 Pt. Fosdick Dr	H&R	GH051026
08-25-05	56 <sup>th</sup> St. & 38 <sup>th</sup> Ave	INJ	GH051029
08-27-05	7314 Stinson Ave	P-LOT	GH051035
08-27-05	8827 N. Harborview Dr	H&R	GH051047
08-28-05	Peacock Hill & Vernhardson	CYC/INJ	GH051041
08-29-05	Hunt St & Soundview Dr	NON	GH051052

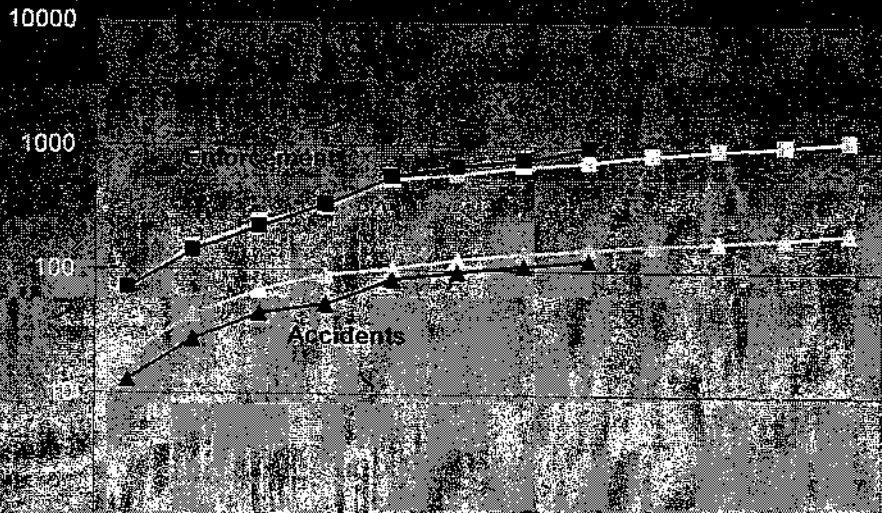
**TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2005**

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	1	1	2	8
February	4	2	5	4
March	4	6	9	3
April	3	4	5	2
May	2	6	9	6
June	4	1	1	6
July	1	7	2	6
August				
<b>YTD Totals</b>	<b>19</b>	<b>27</b>	<b>33</b>	<b>47</b>

# AUGUST 2005 YTD MONTHLY ACTIVITY GRAPHS

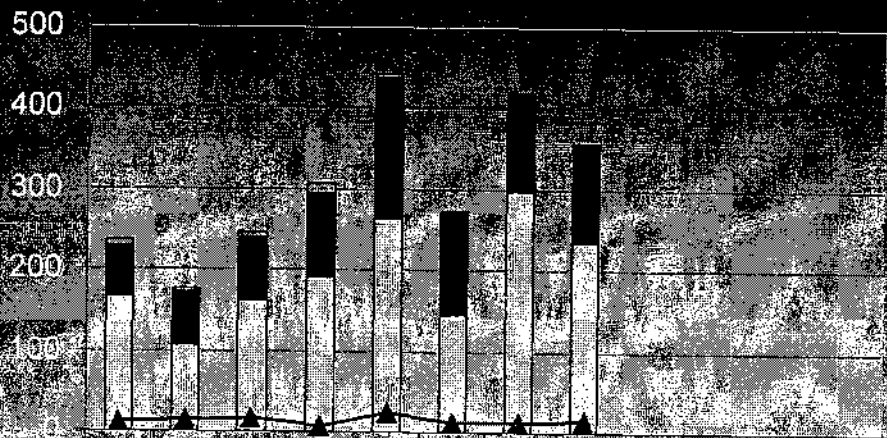
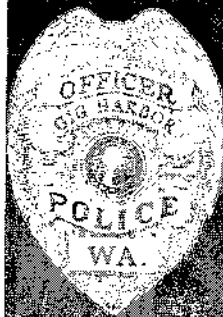


### Trends: Traffic Enforcements vs. Accidents 2004 - 2005 YTD Comparison



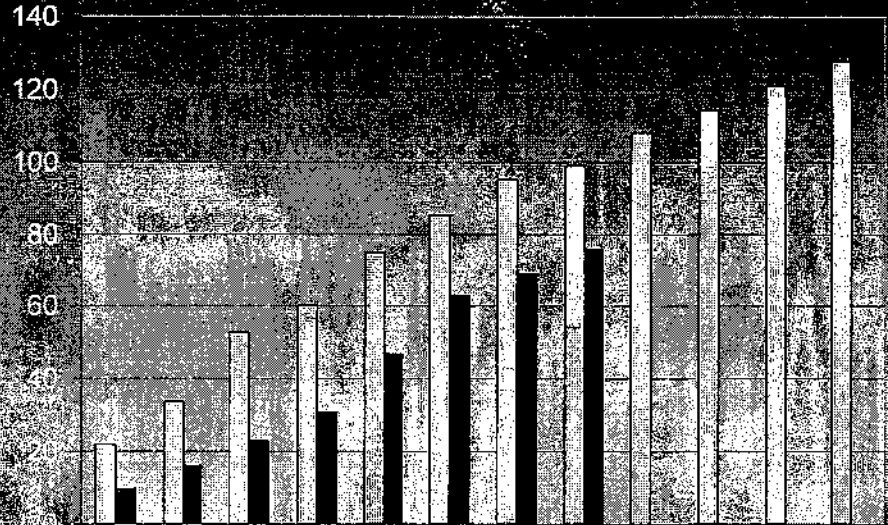
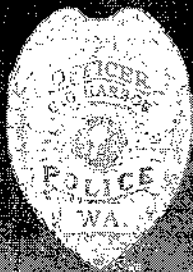
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2004 Infractions - Citations	70	156	245	343	526	599	681	756	865	944	1015	1116
2005 Infractions - Citations	71	140	223	337	503	596	679	988				
2004 Reportable Accidents	20	44	68	95	105	121	137	150	164	175	190	207
2005 Reportable Accidents	13	27	45	55	84	96	109	124				

### 2005 Traffic Enforcement vs. Accidents Comparison



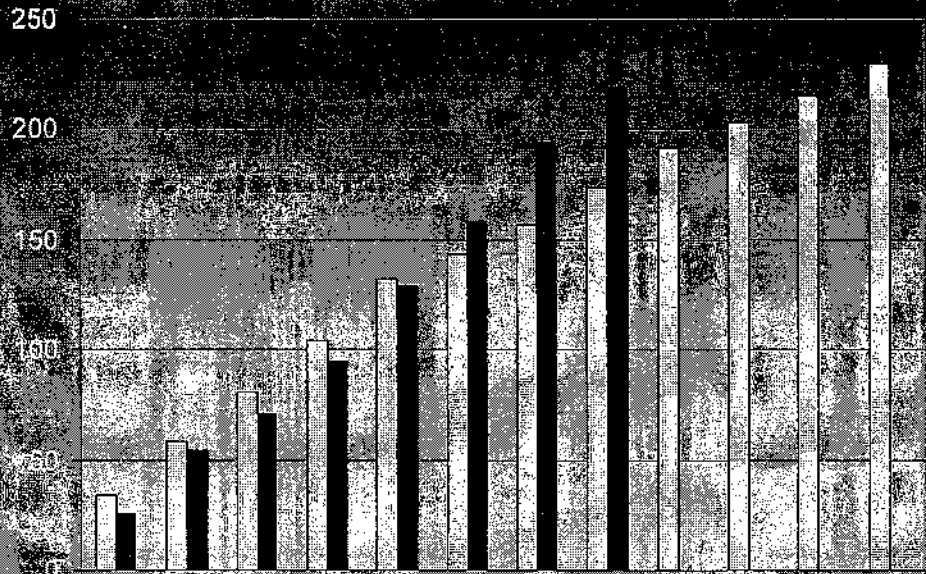
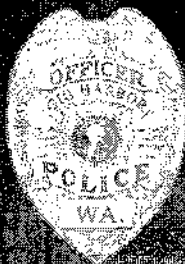
	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Original Traffic Citations	8	4	7	12	5	0						
Infractions	63	66	76	102	174	129	125	123				
Verbal Warnings	166	107	163	192	264	146	206	234				
Accidents	13	14	18	8	23	12	13	15				

### Felony Arrests 2004 - 2005 YTD Comparison



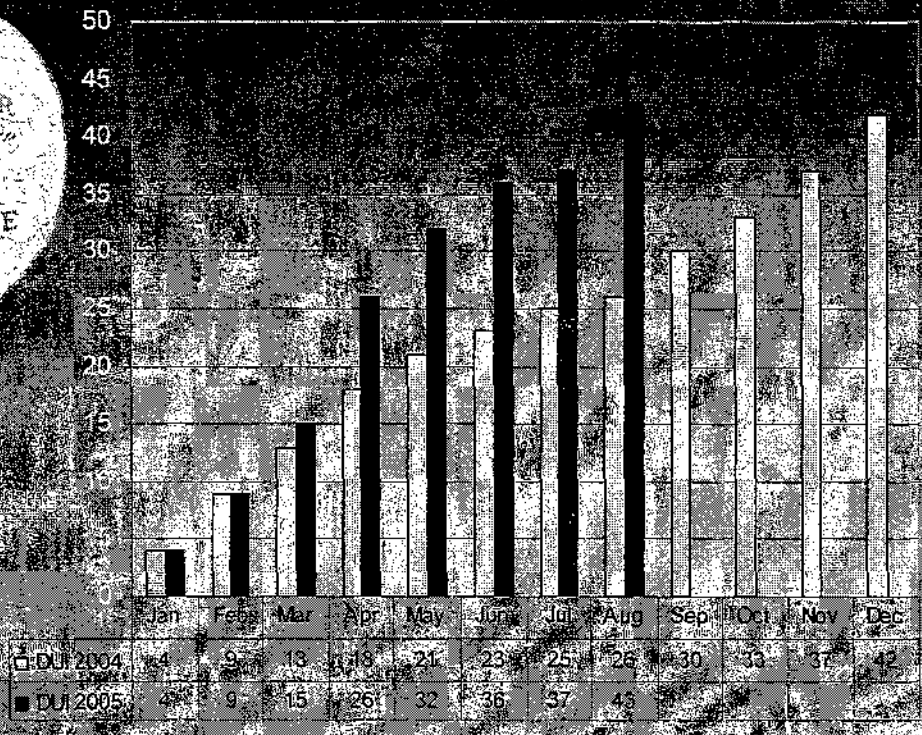
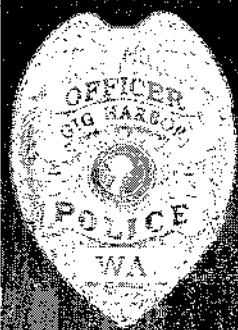
	Jan	Febr	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
□ Felony 2004	22	34	53	60	75	85	95	99	108	114	121	128
■ Felony 2005	10	16	23	31	47	63	69	76				

### Misdemeanor Arrests 2004 - 2005 YTD Comparison

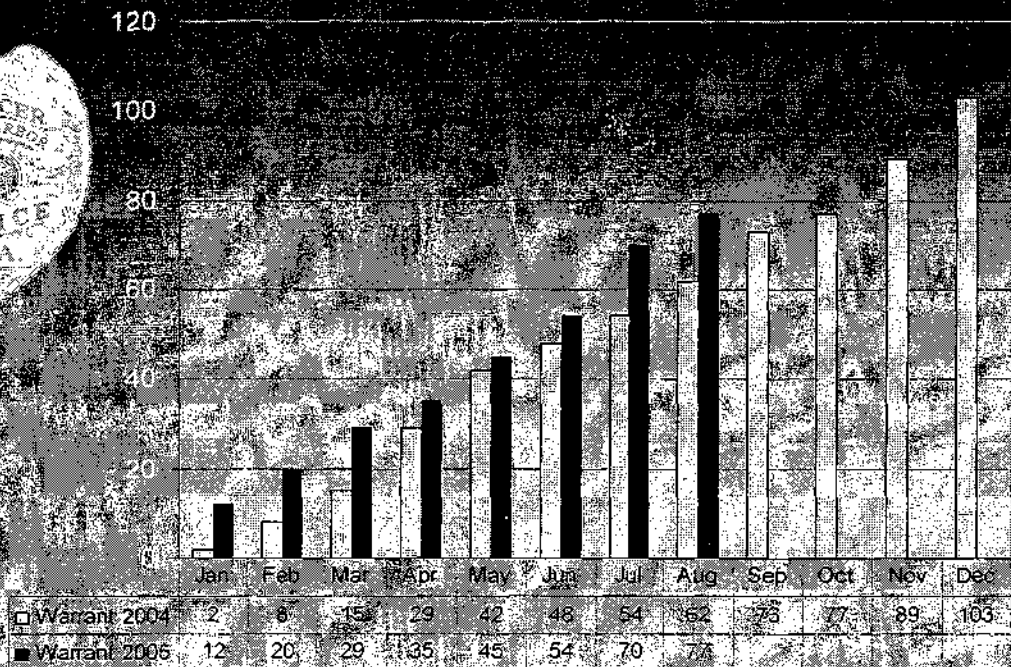
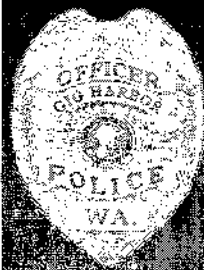


	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
□ Misdemeanor 2004	34	58	81	104	132	144	157	174	192	203	215	230
■ Misdemeanor 2005	26	54	71	95	129	168	194	219				

### DUI Arrests 2004 - 2005 YTD Comparison



### Warrant Arrests 2004 - 2005 YTD Comparison



Category	August	August	Change	YTD	YTD	Change
	2004	2005		2004	2005	
Calls for Service	511	457	-54	3714	3322	-392
General Reports	115	132	17	895	1158	263
Criminal Traffic	2	9	7	59	66	7
Infractions	72	123	51	696	902	206
Warrant Arrests	8	7	-1	62	78	16
Traffic Reports	13	15	2	150	124	-26
DUI Arrests	1	6	5	26	45	19
Misdemeanor Arrests	17	25	8	174	252	78
Felonly Arrests	4	7	3	99	87	-12
FIR's	0	1	1	0	15	15





ADMINISTRATION

TO: CITY COUNCIL  
FROM: MAYOR GRETCHEN A. WILBERT *GW*  
SUBJECT: MAYOR'S REPORT  
OPEN MEMO – EMERGENCY PREPAREDNESS  
DATE: SEPTEMBER 12, 2005

Thanks to the City and Fire District 5 for their immediate response to the Harborview Condo Marina fire. We can be thankful no lives were lost.

Now is the time to use the August 31<sup>st</sup> marina fire as an educational opportunity. I am requesting that we invite all marina owners, managers, operators, boat owners, and others to gather for an information session at the Gig Harbor Civic Center.

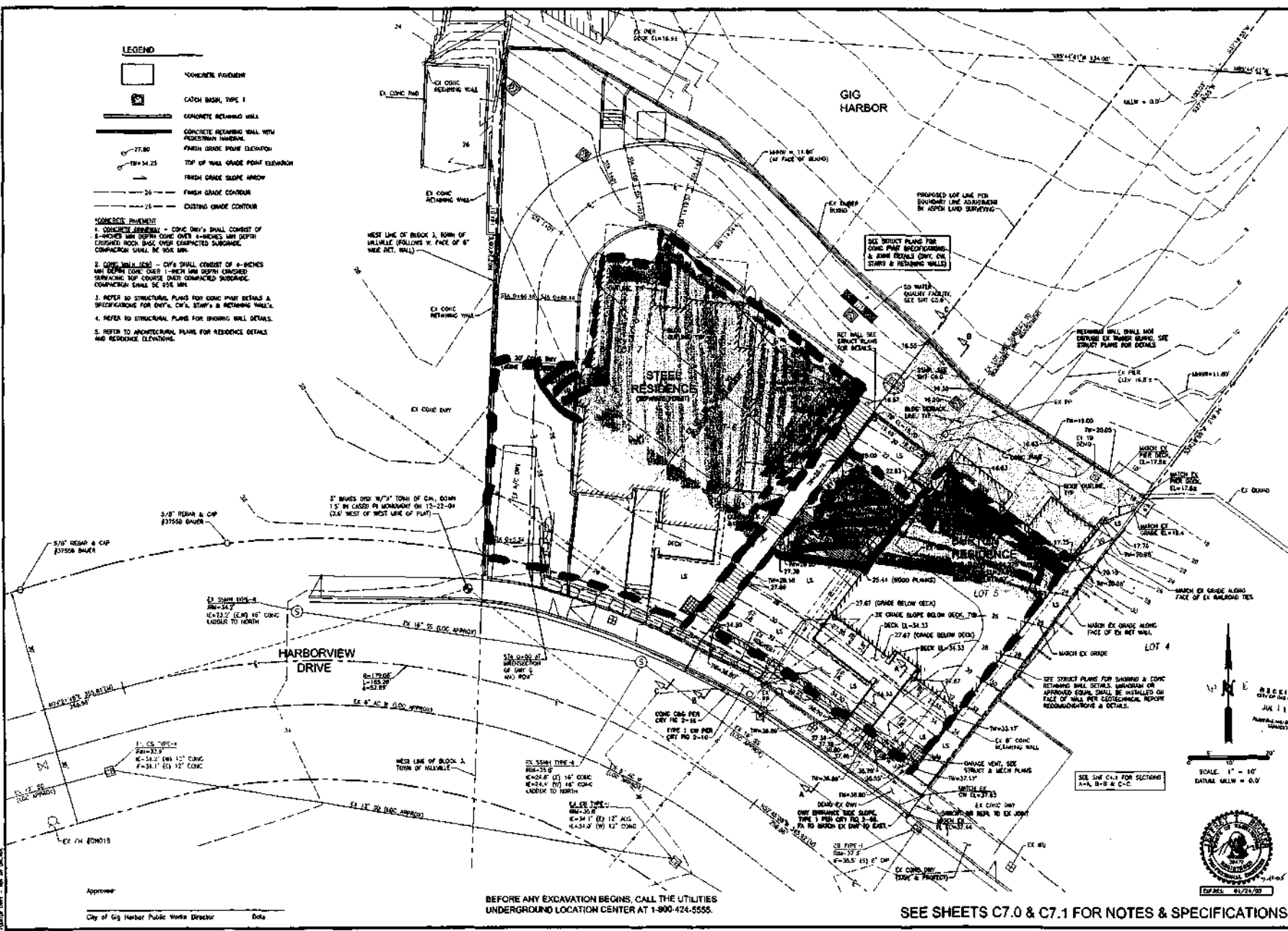
As we move forward with plans to prevent another such unbelievable disaster, let's review the following:

1. Gather information on agency function
2. Shoreline EPA and DNR regulations and action
3. Ask the question, "Could this happen again?"
4. Find answers to choices available for sprinkler systems, marina construction options, fireboats, etc.
5. Investigate costs involved for the above listed choices
6. Insurance policies and grant funding

CC: Chief Bob Black, Fire District 5  
Penny Hulse, Fire District 5 Prevention Division Chief  
Dick Bower, Gig Harbor Building Official - Fire Marshal  
John Vodopich, Community Development Director  
Mark Hoppen, City Administrator

- LEGEND**
- CONCRETE PAVEMENT
  - CATCH BASIN, TYPE 1
  - CONCRETE RETAINING WALL
  - CONCRETE RETAINING WALL WITH PEDESTRIAN HANDRAIL
  - FINISH GRADE SPOT ELEVATION
  - TOP OF WALL GRADE SPOT ELEVATION
  - FINISH GRADE SLOPE ARROW
  - FINISH GRADE CONTOUR
  - EXISTING GRADE CONTOUR

- CONCRETE PAVEMENT**
1. CONCRETE PAVEMENT - CONC. DIV'S SHALL CONSIST OF 8-INCHES MIN DEPTH CONC OVER 4-INCHES MIN DEPTH CRUSHED ROCK BASE OVER COMPACTED SUBGRADE. COMPACTION SHALL BE 90% MIN.
  2. CONC. CURB (C/C) - C/C'S SHALL CONSIST OF 8-INCHES MIN DEPTH CONC OVER 1-INCH MIN DEPTH CRUSHED GRANULAR FILL COURSE OVER COMPACTED SUBGRADE. COMPACTION SHALL BE 95% MIN.
  3. REFER TO STRUCTURAL PLANS FOR CONC PART DETAILS & SPECIFICATIONS FOR C/C'S, C/W'S, S/W'S & RETAINING WALLS.
  4. REFER TO STRUCTURAL PLANS FOR SHOWING WALL DETAILS.
  5. REFER TO ARCHITECTURAL PLANS FOR RESIDENCE DETAILS AND RESIDENCE ELEVATIONS.



BEFORE ANY EXCAVATION BEGINS, CALL THE UTILITIES UNDERGROUND LOCATION CENTER AT 1-800-424-5555.

SEE SHEETS C7.0 & C7.1 FOR NOTES & SPECIFICATIONS

DATE: JULY 11, 2005

Layton & Salt, Inc. P.S.  
12215 1<sup>st</sup> Avenue, Gig Harbor, WA 98549  
PHONE: (253) 832-5776 FAX: (253) 832-5783

**Layton & Salt**

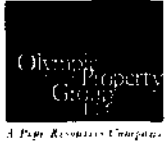
BURTON RESIDENCE  
5200 Harborview Drive  
Gig Harbor, Washington

**GRADING PLAN**

PROJECT NO: 480-01  
REVISION NO:  
SHEET NO:  
**C4.0**  
PLAN SET

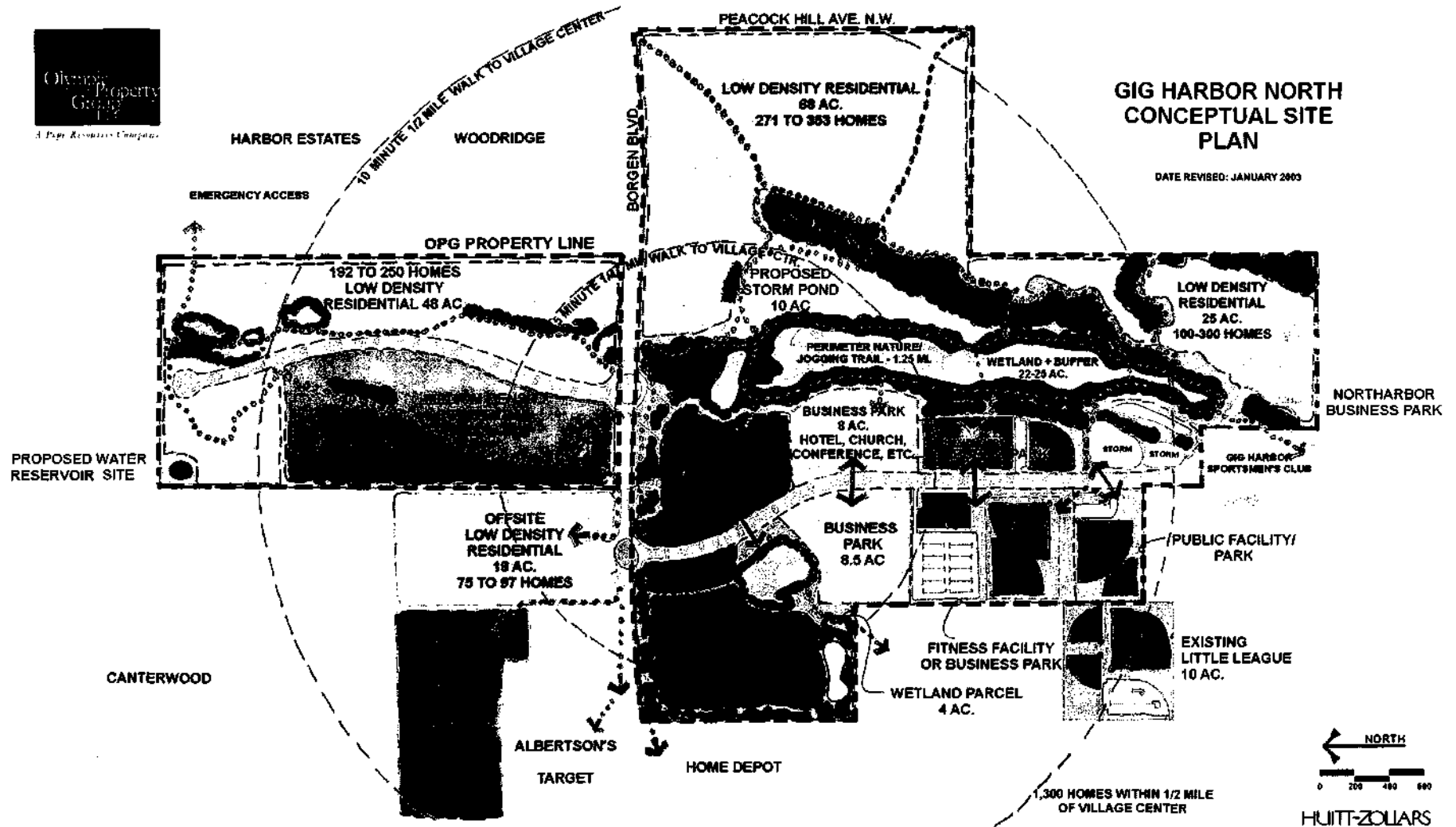
# Harbor Hill Update

Sept. 12, 2005



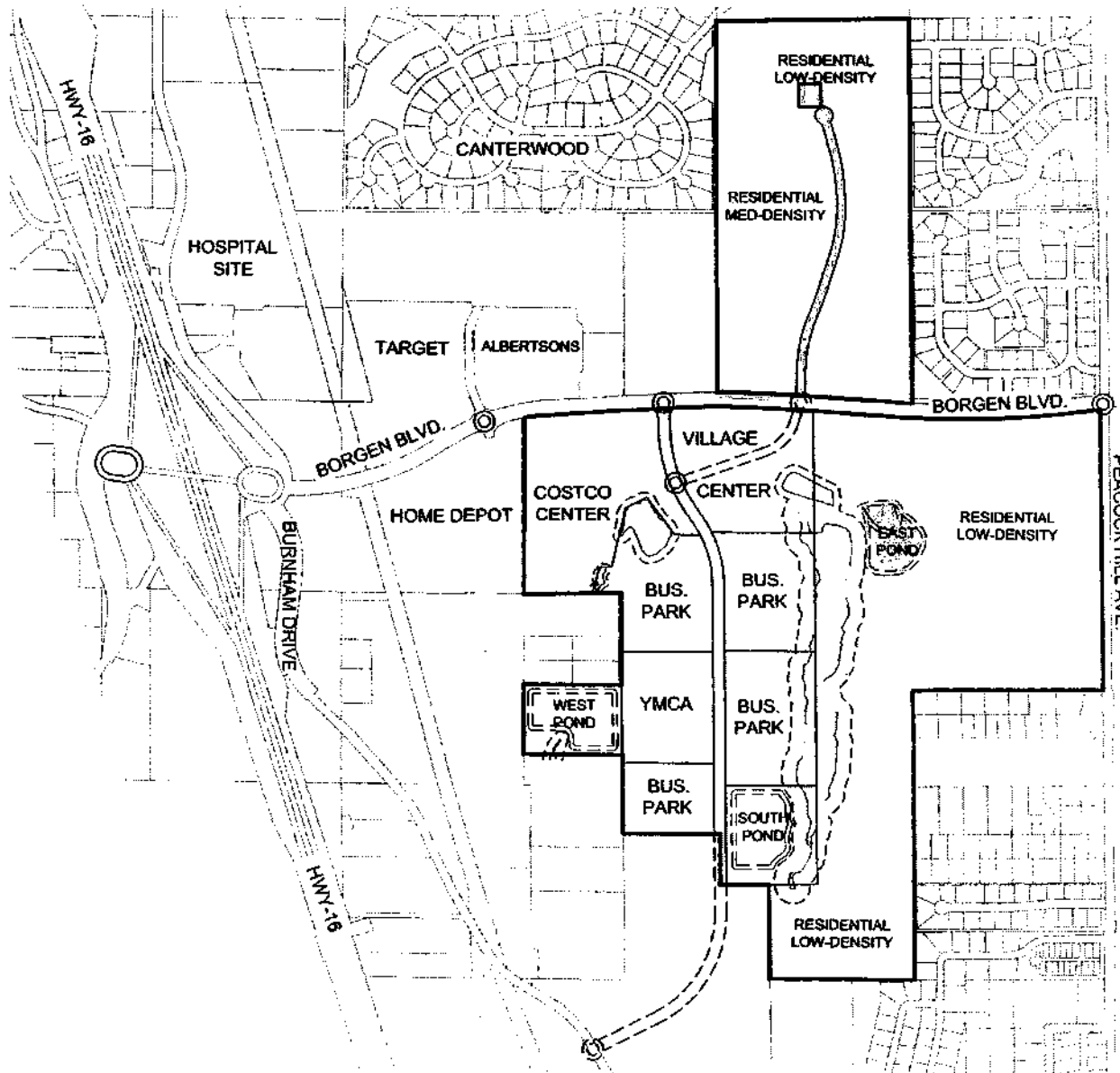
## GIG HARBOR NORTH CONCEPTUAL SITE PLAN

DATE REVISED: JANUARY 2003



HUITT-ZOLLARS

# Water Tank Improvements



## 1997 Preannexation Agreement

Includes:

- Tank
- Water Lines
- Access Road
- Storm Pond

Contractors:

- T Bailey
- Tucci & Sons

# Borgen Blvd. Improvements

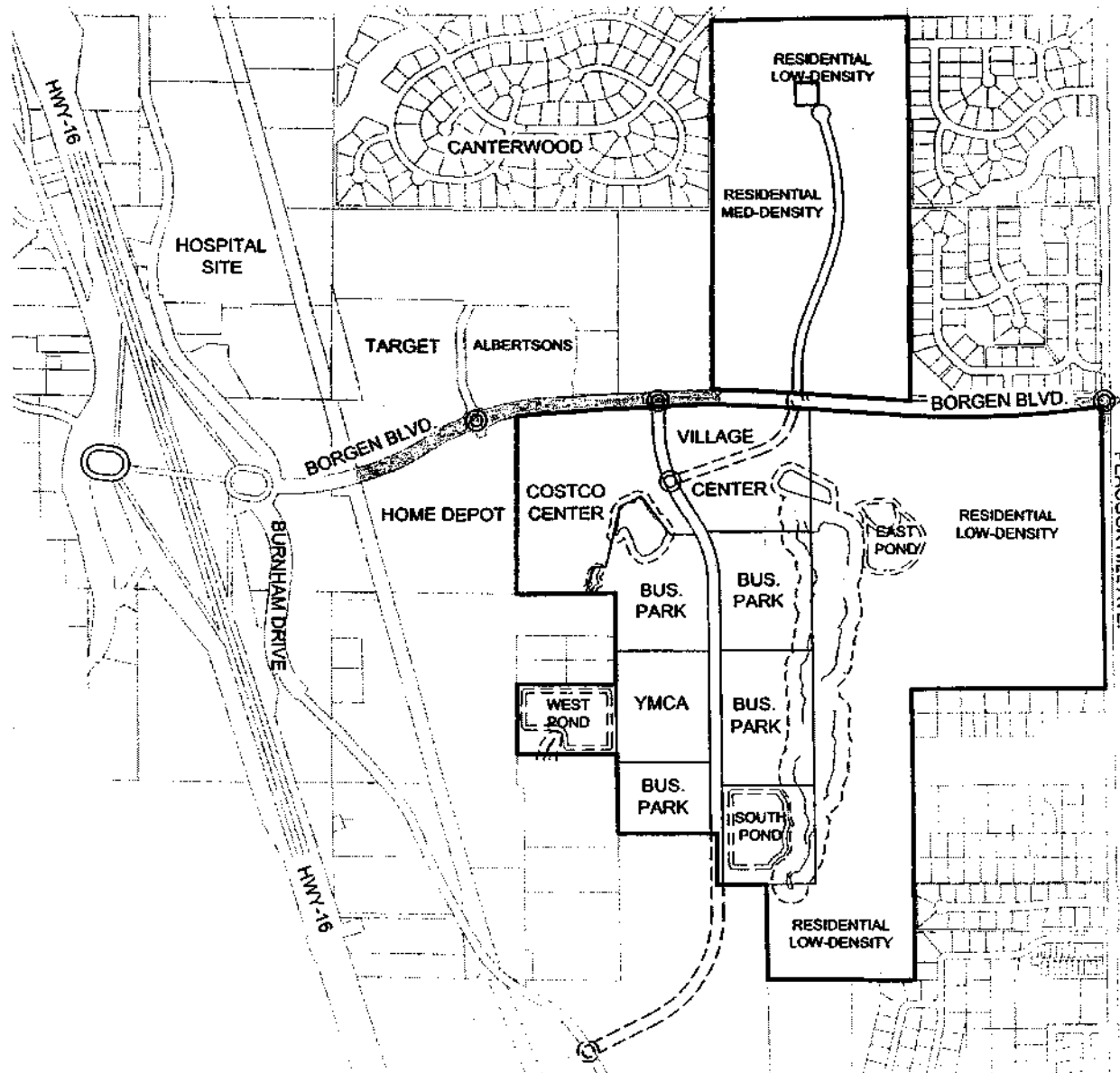
## Comprehensive Plan Update - 2004

### Includes:

- Widening for Additional Lanes
- 51<sup>st</sup> Street Roundabout to 2 lanes
- New Roundabout at Harbor Hill Dr.
- New Roundabout at Peacock Hill

### Contractor:

- Tucci & Sons



# Business Park Improvements

## 2005 - Harbor Hill Preliminary Plat

Includes:

- Harbor Hill Dr.
- “Costco: Roundabout
- West Pond
- South Pond

Contractor:

- Tucci & Sons

