

Gig Harbor City Council Meeting

**March 8, 2004
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
March 8, 2004 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SWEARING IN CEREMONY: Officer Michael Allen

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 February 23, 2004.
2. Correspondence / Proclamations: Zoo/Trek Authority Board
3. Well No. 6 Sand Pack Contract.
4. Skansie Brothers Park Survey Contract.
5. Autumn Crest Stormwater Facilities Maintenance Agreement.
6. Harborview Drive View Point – Park Sign.
7. Approval of Payment of Bills for March 8, 2004.
 Checks #442605 through #42730 in the amount of \$447,932.25.
8. Approval of payroll for the month of February.
 Checks #3054 through #3097 and direct deposit entries in the amount of \$253,415.46. Check # 3074 voided.

OLD BUSINESS:

1. Second Reading of Ordinance – Amend PCD-BP Zone to Conditionally Allow Hospitals.

NEW BUSINESS:

1. Planning Commission Comments – Building Size Analysis.

STAFF REPORT:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 23, 2004

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

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

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 January 26, 2004.
2. Correspondence / Proclamations:
 - a. Letter - Franciscan Health System.
 - b. Memo - Franciscan Health System.
 - c. Women's History Month Proclamation.
 - d. Pierce County - Affordable Housing.
 - d. Pierce Transit - Board of Commissioners.
 - e. Tacoma Convention & Visitor Bureau.
3. Virtual Law Library - Westlaw Contract.
4. Sanitary Sewer Easement Agreement - Autumn Crest Development.
5. Water Line Easement Agreement - Autumn Crest Development.
6. Permanent Right-of-Way Easement - Olympic Drive Office Building.
7. Stormwater Facilities Maintenance Agreement - Olympic Drive Office Building.
8. Cushman Trailhead - Tacoma Public Utilities Permit No. 1759.
9. 36th Street / Point Fosdick Drive Project - Amendment No. 1 to Contract.
10. Water Vulnerability Assessment.
11. Communications Maintenance Agreement.
12. Approval of Payment of Bills for February 23, 2004.
Checks #42464 through #442604 in the amount of \$373,105.35.

MOTION: Move to approve the consent agenda as presented.
Ruffo / Picinich - unanimously approved.

OLD BUSINESS:

1. Gig Harbor / Peninsula Community Center Development Proposal - Gary Yazwa.
Mayor Wilbert introduced Gary Yazwa, President and CEO of the Boys & Girls Clubs of South Puget Sound.

Mr. Yazwa gave a report on the progress to identify communities that have the support to partner in an effort find six locations to provide services and opportunities for youth, families and seniors. Mr. Yazwa discussed the floor plan for a 31,000 square foot community center that would cost approximately 6.5 million dollars to build and would contain a gymnasium, a commercial kitchen, an arts and crafts area, a cultural area, a teen center, a senior center, a technology center, community rooms, and many shared office spaces.

Mr. Yazwa continued to discuss the partnership guidelines and the organizational interest in a center of this type and whether or not these organizations would have the

operational capacity, management expertise and fundraising capability to sustain a program, and what the return on such an investment could be.

Mr. Yazwa explained that there is already a commitment for the land in Gig Harbor, complete architectural renderings, and commitments from the private sector contingent on the support of the community. The next step is to get commitment from the Council and Board approval to activate the campaign. He then introduced the Chairman of the Program Committee, Jim Kindred.

Jim Kindred gave an overview of the latest strategic plan to approach the project in phases to ensure quality programs. He explained that they are looking to raise 50% of the capital needs of the project, and a plan to support the on-going operation in each community before they will move forward. The Board would like a commitment of \$150,000 to \$250,000 from the city, adding that the money would not be needed until next year, would be returned to the city if not used.

Mayor Wilbert thanked both Mr. Yazwa and Mr. Kindred for the presentation on such an ambitious program. She asked that this come back as a resolution in the near future, as this is a great opportunity to partner with the Peninsula School District and Pierce County.

Councilmembers discussed the need for programs to address the community needs for seniors and children. Mr. Yazwa was asked to clarify whether they are asking for a commitment of \$150,000 or \$250,000 and how that amount was determined, and where the money would be used. Mr. Yazwa explained how they calculated the cost per square footage, adding that the city's money would only be used for maintenance and operating costs for the building. He said that they would when they are ready, they will come back with the fundraising needs.

Mary Wingren – 3220 Harborview Drive. Ms. Wingren explained that she lives on the Key Peninsula, and rent off a Harborview Drive. She encouraged the City Council to commit to the \$150,000 as the city serves a population much larger than its city limits. She described the disadvantages to living on the Key Peninsula when trying to access medical services. She stressed the need for a medically supervised adult daycare in this area.

Donna Streb – Senior Park. Ms. Streb explained that ten or twelve years ago she was contacted by Good Samaritan Hospital about finding a location for an adult day-care on the Peninsula. She said that funds would be available for an adult day-care located at the Senior Center.

Mayor Wilbert thanked all those who spoke, and Councilmembers agreed that they would like to see more information on the project.

2. Second Reading of Ordinance – Text Amendment, 17.65 Special Uses. John Vodopich, Community Development Director, presented this ordinance that includes a definition for special uses and intends to clarify the existing regulations.

MOTION: Move to adopt Ordinance No. 953 as presented.
Ruffo / Young – unanimously approved.

3. Second Reading of Ordinance – RB-2 Text Amendment to Allow Single Family. Mr. Vodopich explained that this ordinance amends the list of permitted uses in the RB-2 zone to allow for single-family attached and detached dwellings as an allowed use.

MOTION: Move to adopt Ordinance No. 954 as presented.
Picinich / Ruffo – unanimously approved.

4. Second Reading of Ordinance – B-2 Text Amendment – Hospitals as Conditional Use. John Vodopich presented this ordinance that amends the list of conditional uses in the General Business zone to conditionally allow hospitals.

MOTION: Move to adopt Ordinance No. 955 as presented.
Ruffo / Dick – unanimously approved.

5. Second Reading of Ordinance – Correcting the Legal Description of Ordinance 938. John Vodopich presented this ordinance correcting a legal description of the annexation of one parcel of property adjacent to the city park on Vernhardson.

MOTION: Move to adopt Ordinance No. 956 as presented.
Picinich / Ruffo – unanimously approved.

6. Second Reading of Ordinance – Gig Harbor Arts Commission. Mark Hoppen presented the second reading of the ordinance that includes the amendments that Council recommended at the last meeting in regards to the requirement of the majority of the membership to either live or work within city limits.

Councilmember Young asked for clarification on the necessity for this requirement. Councilmembers explained that they discussed the issue and determined that it was in the best interest of the citizens to have this representation when determining the distribution of the grant funds.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton clarified that the reason for the proposed amendments are due to the difficulty in filling empty positions. Lita Dawn stressed the importance of keeping the nine-member commission.

MOTION: Move to adopt Ordinance No. 957 as presented.
Franich / Conan – unanimously approved.

NEW BUSINESS:

1. 2004 Skansie Brother Park Grant Application. Mark Hoppen, City Administrator, presented information on a "waiver of retroactivity" which allows the city to use the purchase of the Skansie Property as part of the matching funds for grant purposes. He explained that there is a two-year period in which to activate this provision and an application was made last year for the south portion of the lawn. The state awarded the city an opportunity to receive up to \$500,000, and in April, another meeting will be held by IAC to determine the actual allocation amount. Mr. Hoppen continued to explain that this year is another opportunity to apply for grants under the waiver, and described several options available, and the probability of success with each option, stressing the importance of segregating any commercial use from recreational use in the grant process.

Guy Hoppen – 8402 Goodman Drive. Mr. Hoppen said that he is the Co-chair of the Maritime Pier Committee and member of the Skansie Ad Hoc Committee. Mr. Hoppen explained that he attended the IAC Grant meeting, and stressed that there are no guarantees that any of these options will be funded by grants. He said that if either options one or two are approved, it would be the first step in denying the community of the construction of a multi-use maritime pier, which reversed the course set last May by Council to support such a concept. Should the grant be awarded for options one or two, the Skansie property would forfeit the opportunity to build the multi-use pier due to the restrictions placed by the IAC grant rules. Mr. Hoppen said that the Maritime Pier Committee supports an option that might achieve the addition of a multi-use pier.

Toni Janovich Hayden – 3320 Rosedale Street. Ms. Hayden spoke in favor of the recommendation by Mr. Hoppen. She said that a multi-use maritime pier would be an opportunity for educational uses as well as recreational use. She said that the commercial fishing would be a draw for the public, which she thought the Skansies would appreciate. Ms. Hayden suggested that there may be other grant opportunities for the property.

Nick Jerkovich, Jr. – 3710 Harborview Drive. Mr. Jerkovich said that the whole project could have been completed fifty years ago for \$100,000, and now the same project is estimated to cost \$800,000. He said to stop looking at the cost and focus on the investment to the future to bring in people and to keep the maritime heritage here. He urged Council to adopt whichever option would best support the pier.

John McMillan – 9816 Jacobsen Lane. Mr. McMillan said that the best option is one that includes a pier and give a good chance to obtain the grant. He explained that he too attended the IAC Grant meeting, and that council should not be too afraid of delineating the differences between recreational and commercial, as it is possible to separate the two. He said that the property is already bifurcated by the buildings, and the lines could be placed wherever to suit the purpose.

Councilmembers discussed each of the options. They asked Mr. Hoppen to make the necessary changes in a proposal that would allow the city to obtain grant funding as

well as facilitate the multi-purpose dock. An option five was discussed that would be a reasonable, conservative approach, asking for a land-only grant for the property north of the road approach.

MOTION: Move to adopt option number five, a land-only grant for the portion of the property north of a road approach.
Dick / Franich – unanimously approved.

Mr. Hoppen said that he could calculate the actual line for the grant proposal using the GIS system which predicated on the required driveway alignment.

2. Annexation Petition – NW Gig Harbor Employment Center (03-04). John Vodopich, Community Development Director, explained that the next step in this annexation effort is to set a public hearing for consideration of a resolution approving the annexation.

Councilmember Young asked if there was a need to hold the public hearing on March 1st in order to address the upcoming April 1st Parks District election. Mr. Vodopich explained that there was a publication problem as the Gateway is published only once a week. Councilmember Young mentioned that this seems to be a reoccurring problem.

MOTION: Move to set a public hearing date of March 22, 2004, for the consideration of a resolution approving the annexation as proposed.
Franich / Conan – unanimously approved.

3. First Reading of Ordinance – Amend PCD-BP Zone to Conditionally Allow Hospitals. John Vodopich presented this ordinance to conditionally allow hospitals in the business park zones. He explained that this recommendation was unanimously approved by the Planning Commission and will return at the next meeting for a second reading.

4. Employment Agreement Request – Judge Michael Dunn. Mark Hoppen presented this request to adjust the salary of the Municipal Judge. He said that upon comparison to his peers in this area, his compensation is quite low, and recommended approval of the adjustment. Mr. Hoppen explained that Judge Dunn time here has increased to two full calendar days, and may even increase more in the near future. Councilmember Young asked why he is not contracted at an hourly rate. Councilmember Dick explained that there is a good estimate of the Judge's time spent here, which is not likely to decrease, and it seems more appropriate to treat this position as salaried.

MOTION: Move to approve this contract amendment as proposed, with an effective date of February 23, 2004.
Dick / Ruffo – unanimously approved.

STAFF REPORTS:

1. Department of Community Development - Park Signs for Skansie Brothers Park. John Vodopich asked for direction for the placement of the Skansie Brothers Park signage and for approval to remove the chain link fencing and Mugo pine on the northwest side of the driveway. He explained that there is a plan that will be reviewed by the Historic Preservationist, to widen the sidewalk and add street trees and hinged-back benches on the back side to open up the site.

Councilmember Picinich voiced objection to widening the sidewalk and adding benches.

MOTION: Move to direct staff to install the park sign, remove the chain link fencing, and remove the Mugo pine on the north side of the driveway.
Picinich / Conan – unanimously approved.

John Vodopich explained that he had received notice from the Pierce County Boundary Review Board of the proposed creation of the Peninsula Metropolitan Parks District. This proposal would create a parks district that would exclude the city boundaries as of the date of creation. One concern is what happens with future annexations and if those areas are automatically removed from the Metropolitan Parks District. Mr. Vodopich said that he has discussed this with County Councilmember Terry Lee, who explained that there is no provision for this in state law, but there is a pending substitute senate bill that would have enacted state law to that affect, but it is all but certain that the bill will not be passed. One alternative is to invoke jurisdiction within the 45 day limit with the Boundary Review and ask for a hearing. In order to do that, notice must be sent by March 8th and submit a \$200 application fee to request a public hearing to ask the BRB add language to the creation of the district boundaries that would recognize any future annexations and withdraw those properties from the Metropolitan Parks District.

Councilmember Terry Lee – Pierce County Council - Councilmember Lee explained that he has been working on the formation of the Key Peninsula Metro Parks District and a Gig Harbor - Peninsula Parks District that would provide predictable funding for parks and recreation in this area. He explained that if the city chooses to invoke jurisdiction in the 45-day window, it will start a 120 day clock in which the BRB will hold a hearing and make a decision to whether the petition to form the park districts will be conditioned.

Councilmember Dick said that it seems that there would be a constitutional impediment if a Metropolitan Parks District in Unincorporated Pierce County was to adopt debt, and then a portion of that property were annexed into the city limits. Every statute that talks about annexation specifically states that annexed property is still liable for the prior debt. Councilmember Young clarified that the issue is for the city to be able to take the annexed area out of the parks district so that they won't be further encumbered by future debt.

Councilmember Dick voiced concern whether or not the Boundary Review Board has the authority to impose this, and asked that Carol Morris, City Attorney, take a look at this.

Mark Hoppen explained that the main concern is the pending annexation of the employment district. Councilmember Young agreed and voiced his preference that the entire UGA be excluded.

Councilmember Lee said that he has a district meeting on March 23rd to propose the ballot title. He said that he just needs to know if the city is going to invoke jurisdiction.

MOTION: Move to direct staff to invoke jurisdiction and request that the Boundary Review Board to resolve conflicts that may arise from the Metropolitan Parks District in Gig Harbor.
Young / Ekberg – six members voted in favor. Councilmember Dick abstained.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

AWC – Training for Elected Officials: Monday, March 1st, 6:00 p.m. at the Gig Harbor Civic Center.

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30.110(1)(i).

MOTION: Move to adjourn to Executive Session for approximately ten minutes at 9:30 p.m. for the purpose of discussion pending litigation.
Picinich / Ruffo - unanimously approved.

MOTION: Move to return to regular session at 9:50 p.m.
Picinich / Ruffo – unanimously approved.

MOTION: Move to adjourn at 9:50 p.m.
Ruffo / Young - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 15.
Disc #2 Tracks 1 – 16.

Gretchen Wilbert, Mayor

Molly Towslee, City Clerk

**Pierce County Regional Council
2401 South 35th Street, Room 228
Tacoma, Washington 98409
(253) 798-3726**

February 25, 2004

RE: Zoo/Trek Authority Board

Dear Mayor:

The Board for the Zoo/Trek Authority (ZTA) has an opening for representation from the Pierce County Regional Council (PCRC). This representative is to be elected by the twenty cities and towns within the ZTA boundary. Metro Parks is requesting your cooperation in the nomination and selection of a representative to fill this at-large position. Accordingly, we ask that you please present this item at your next Council meeting for action.

As information, this representative will fill a vacancy in Position 2 for a term of three years. **Nominations for Position 2 must be from cities of more than 5,000 population.** This includes Bonney Lake, Edgewood, Fircrest, Gig Harbor, Lakewood, Milton, Puyallup, Steilacoom, Sumner, and University Place.

In accordance with the interlocal agreement, nominees must be an elected official from cities and towns, other than Tacoma, representing at least 60% of the combined populations of those cities. The following election procedure will be followed:

1. If your council wishes to submit a nomination, a resolution is not required. The enclosed nomination form, after completion, must be submitted to Paula Manning, Pierce County Regional Council Clerk, no later than **5 p.m. on Friday, March 19, 2004.** You may fax the nomination form to the clerk at 253-798-3680.
2. No later than **March 24, 2004,** a ballot listing the prospective nominees will be mailed to the twenty city and town councils. Your council will have until **5 p.m. on April 23, 2004,** to return your ballot to the Clerk of the PCRC.
3. A **certified copy** of the council resolution or motion must accompany all ballots. The Clerk of the PCRC shall count the ballots and announce the results. The appointed individual must have received the approval of cities and towns "representing at least 60% of the combined populations of those cities" in Pierce County, other than Tacoma.

Nomination Letter
February 25, 2004
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4. In the event that no candidate obtains the required percentage, the top two names will be resubmitted for reconsideration. The ballot procedure will be repeated until a candidate is selected by a plurality vote.
5. **Each city and/or town may vote for a candidate for Position 2.** If at the close of nominations, no candidate has been nominated, that nomination will remain open for an additional 7 days and be available to any elected city or town official (excluding Tacoma).

There is a need for immediate attention to this issue. I wish to express my appreciation for your prompt cooperation. I have attached a handout regarding the ZTA for your information.

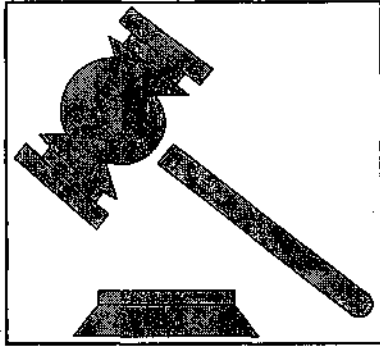
Sincerely,



Paula Manning
Clerk, Pierce County Regional Council

Enclosures

cc: Mike Lonergan, Chair, Pierce County Regional Council
City and Town Clerks



ZOO/TREK AUTHORITY BOARD

Nomination Form Position Two

The town/city of _____ wishes to nominate
Councilmember _____ to serve as a member
of the Zoo/Trek Authority Board, representing the following towns and cities of the Pierce
Council Regional Council:

Auburn	Milton
Bonney Lake	Orting
Buckley	Pacific
Carbonado	Puyallup
Dupont	Roy
Eatonville	Ruston
Edgewood	South Prairie
Fife	Steilacoom
Fircrest	Sumner
Gig Harbor	University Place
Lakewood	Wilkeson

Date: _____ By: _____

**This form must be received by Clerk of the Pierce County Regional Council by
5 p.m., Friday, March 19, 2004. You may fax this form to (253) 798-3680.**

Zoo/Trek Authority

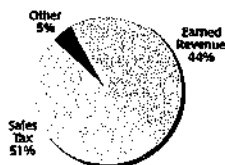
2003 Report to the Community



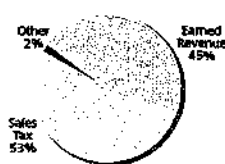
How Point Defiance Zoo and Northwest Trek are funded

Point Defiance Zoo and Northwest Trek are owned and operated by Metro Parks Tacoma. Since January 2001, both parks have been funded entirely by a combination of earned revenues (admission fees, food and gift shop sales, etc.) and dedicated sales tax revenues. The Zoo and Trek receive no general fund support from Metro Parks Tacoma. Gifts and grants from the private, non-profit Zoo Society provide additional funding for the Zoo. Trek receives donations through the Greater Tacoma Community Foundation.

2003 Point Defiance Zoo & Aquarium Revenue Sources



2003 Northwest Trek Wildlife Park Revenue Sources



2003 Budget Highlights

More than 420,000 people visited the Zoo during 2003, with an additional 66,000 during Zooblitz. More than 158,000 people visited Trek this year. About 75 percent of visitors to both parks were from the Puget Sound area. Local sales tax revenues came in ahead of budget, despite the struggling economy.

2003 Revenues/Attendance (Projected)

	Revenues	Attendance
Zoo	\$6.5 million	487,500 (includes Zooblitz)
Trek	\$3.1 million	158,780

What is the Zoo/Trek Authority (ZTA)?

The Zoo/Trek Authority was established in 2001 to oversee disbursement of new sales tax revenues to Point Defiance Zoo & Aquarium and Northwest Trek Wildlife Park. In 2000, Pierce County voters approved a one-tenth-of-a-cent increase in the local sales tax rate to support the Zoo, Trek and parks. Half of these new revenues go to Point Defiance Zoo and Northwest Trek. The other 50% is divided among park systems throughout Pierce County.



2003 Highlights

Point Defiance Zoo & Aquarium

- Advanced major building projects funded by the \$35 million bond measure (passed by Tacoma voters in 1999): Completed the new animal hospital and Wild Wonders Outdoor Theater. Began construction of the new Asian Forest Sanctuary Exhibit—at \$10 million, the largest of the bond projects, opening in July 2004. Began design for the Kids Zone, opening in 2005.
- Opened the new seahorse exhibit.
- Took in two older polar bears rescued from a Puerto Rican circus and restored them to health.



- Celebrated the birth of two rare spotted leopard cubs.
- Supported \$25,000 worth of local and global conservation projects thanks to a grant from the Zoo Society.

- Provided outreach classroom programs to 15,000 students, 68% from Pierce County; field trips to the zoo reached 29,000 students, 40% from Pierce County.

Northwest Trek Wildlife Park

- Served 14,000 schoolchildren on field trips, 25% from districts in Pierce County.
- Opened new fox and coyote exhibits and researcher's cabin, completing the park's canid collection. Successfully completed a \$550,000 fundraising campaign to open the exhibit.



- Participated in research and breeding programs for endangered pygmy rabbits and a contraceptive study for bison.
- Began fundraising to complete the acquisition of a 1.3 million 100-acre parcel of land adjacent to Trek's northwest border that was slated for development.

- Increased number of Trek memberships by 37% to 3,341 households.



What's new for 2004

- Zoo**
- Look for the May 1 opening of the new Wild Wonders Outdoor Theater, kicking off a season of daily animal presentations in this wonderful new venue.
 - The new Asian Forest Sanctuary—featuring Sumatran tigers, gibbons, tigers and other Asian species in changing, multi-species exhibits—opens July 1.
 - Also in July, visitors will enjoy the new Zoo entrance, gift shop, expanded café and education center.
- Trek**
- Lewis & Clark "See What They Saw" activities.
 - Annual Skugfest weekend in June.
 - Annual "Run Wild" fun run in September.
 - Fundraising continues for 100-acre land acquisition.



The ZTA is made up of seven elected officials appointed by city and county councils as follows:

- Pierce County Council: 3 members
- Tacoma City Council: 2 members
- Other Pierce County cities/towns: 2 members

The ZTA is charged with approving the operating budgets for Point Defiance Zoo and Northwest Trek prior to final adoption by the Metro Parks Tacoma Board of Commissioners.

2003 ZTA Members



Doug Miller,
City of Tacoma
Councilmember
(Chair, ZTA)



Darrell Barstow,
City of Puyallup
Councilmember



Calvin Goings,
Pierce County
Councilmember



John Ladenburg,
Pierce County
Executive



Terry Lee,
Pierce County
Councilmember



Bill Moss,
City of Tacoma
Councilmember



Kim Roscoe,
City of Fife
Councilmember

Zoo/Trek Facts:

- Point Defiance Zoo & Aquarium** was founded in 1905.
- 29-acre zoo, part of Tacoma's Point Defiance Park
 - 490,000 visitors annually
 - 66 full-time employees
 - 270 species in the collection

- Northwest Trek Wildlife Park** was founded in 1975 in Eatonville.
- 600+ acre wildlife park featuring native Northwest animals
 - naturalist guided tram tours of free-roaming area
 - 160,000 visitors annually
 - 26 full-time employees
 - 42 species in the collection

Both are facilities of





'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: WELL NO. 6 SAND PACK
- CONSULTANT SERVICES CONTRACT
DATE: MARCH 8, 2004

INTRODUCTION/BACKGROUND

A 2004 budgeted objective in the City's water department is to correct the water well sanding problem. Final construction plans, specifications and estimate are required to generate a set of bidding documents which will serve as the basis of a future construction contract.

Gray & Osborne, Inc. was selected based on their firm being the principal design engineer for the original well 6 project, and their expertise in water distribution systems. The scope of services includes providing technical assistance to City staff during the construction portion of the project

Authorization is requested to execute a Consultant Services Contract in the not-to-exceed amount of \$15,200.00 with Gray & Osborne, Inc., for the Well No. 6 Sand Pack.

FISCAL CONSIDERATIONS

The Equipping Well No. 6 Project was identified as a 2004 Annual Budget Objective, and adequate funds are available in the adopted 2004 Water Fund Budget.

RECOMMENDATION

I recommend that the Council move to approve and execute the Consultant Services Contract with Gray & Osborne, Inc., for Well No. 6 Sand Pack in an amount not to exceed fifteen thousand two hundred dollars and no cents (\$15,200.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
GRAY & OSBORNE, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Gray & Osborne, Inc., a corporation organized under the laws of the State of Washington, located and doing business 701 Dexter Avenue North, Suite 200, Seattle, Washington 98109 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering services for Well No. 6 Sand Pack, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 1, 2004, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifteen Thousand Two Hundred Dollars and no cents (\$15,200.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs

incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

E. Under this agreement, for the Consultant's insurance shall be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage with respect to defense and indemnity of the City only and no other party.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Gray & Osborne, Inc.
701 Dexter Avenue N., Suite 200
Seattle, Washington 98109
(206) 284-0860

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

XVII. Assignment

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

XVIII. Modification

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

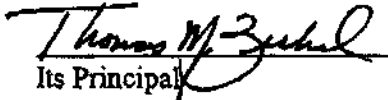
XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

CONSULTANT

By:


Its Principal

CITY OF GIG HARBOR

By:

Mayor

Notices to be sent to:

CONSULTANT
Gray & Osborne, Inc.
701 Dexter Avenue N., Suite 200
Seattle, Washington 98109
(206) 284-0860

John P. Vodopich, AICP
Community Development Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT "A"

SCOPE OF WORK

CITY OF GIG HARBOR RECONSTRUCTION OF WELL 6 G&O #20035.72

- Task 1: Preparation of Plans, Specifications, and estimates for a Small Works Roster Contract
- Prepare plans and technical specifications (in CSI Format)
 - Assist City in the bidding and award processes
- Task 2: Coordination with Pump Tech for pump removal and reinstallation, and Pump and Check Valves Modifications
- Task 3: Coordination with the Drilling Contractor, who will perform the following:
- Mobilize and demobilize a cable-tool drill rig to and from the site
 - Clean out the well with a sand-pump bailer
 - Install a new 8-inch well-screen assembly
 - Place a properly sized sand pack
 - Settle the pack with bailer and surge-block development
 - Install and remove a 1,300-gallon per minute test pump, power source, and flow control and measurement devices
 - Pump the well as advised by Robinson & Noble
 - Remove the test pump and disinfect the well
- Task 4: Coordinate with Robinson & Noble, Inc., who will perform the following:
- Well Screen Design - Prepare a brief summary design report for the well screen repack, which will serve as the basis of the PS&E. Prepare a reconstruction plan, and well screen and sand pack designs. Prepare technical specifications for reconstruction.
 - Observe Well Reconstruction - Robinson & Noble will act as liaison between the Contractor, Engineer and City and will observe and advise the Engineer, City and Contractor during well reconstruction, sand-pack installation and development.

- Conduct Well Testing - The Contractor will provide all of the necessary labor and equipment to install, operate, and remove the test pumping equipment. Robinson & Noble will coordinate with the contractor for all required testing.
- Prepare Report - The reconstruction letter report will include an as-built drawing, pumping test results and operating recommendations for the well.

Task 5: Provide Construction Management (6 Visits)

Task 6: Provide Startup Assistance (2 Visits)

EXHIBIT "B"

**ENGINEERING SERVICES
SCHEDULE OF RATES AND ESTIMATED HOURS
CITY OF GIG HARBOR - WELL 6 RECONSTRUCTION AND TESTING**

Tasks	Project Mgr. Hours	Project Eng. Hours
Task 1 - Preparation of Plans and Specifications for a Small Works Roster Contract	2	40
Task 2 - Coordination with Pump Tech for pump removal and reinstallation		4
Task 3 - Coordination with the drilling contractor		4
Task 4 - Coordinate with Robinson & Noble, Inc.		4
Task 5 - Provide construction management		32
Task 6 - Provide Startup Assistance		8
Hour Estimate:	2	92
Estimated Hourly Rates:	\$37	\$32
Direct Labor Cost	\$74	\$2,944
Subtotal Direct Labor:	\$3,018	
Indirect Costs (156%):	\$4,708	
Total Labor Cost:	\$7,726	
Fee (15%):	\$1,159	
Subtotal Labor & Fees:	\$8,885	
Direct Non-Salary Cost:		
Mileage & Expenses (Mileage @ \$0.37/mile)	\$155	
Printing		
Subconsultant:		
Hydrogeological Services	\$5,600	
Subconsultant Overhead (10%)	\$560	
TOTAL ESTIMATED COST:	\$15,200	



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: DAVID RODENBACH, FINANCE DIRECTOR
SUBJECT: SKANSIE BROTHERS PARK SURVEY CONTRACT
DATE: MARCH 8, 2004

INTRODUCTION

The city requested a Waiver of Retroactivity for the purchase of the Skansie Property. The Waiver was approved, making the City eligible to apply for an acquisition grant, in the amount of \$500,000. The city purchase closed on October 30, 2002.

The city applied for grant funding under the Washington Wildlife & Recreation Program - Local Parks category and received a grant recommendation of \$500,000 from the Interagency Committee for Outdoor Recreation (IAC).

In order to receive the funds, the city must provide IAC an accurate legal description and updated appraisal and appraisal review of the portion of the property to be funded with the grant.

The firm of David Evans and Associates was selected from the Consultant Services Roster as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive specialized experience.

FINANCIAL

The contract is for a not to exceed amount of \$7,771.00 and will be charged to the Park Development Fund.

RECOMMENDATION

I recommend approval of the Consultant Services Contract with David Evans and Associates in an amount not to exceed seven thousand seven hundred seventy one dollars and zero cents (\$7,771.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the survey and legal description for the Skansie Brothers Park located on Harborview Drive and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated March 1, 2004, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Seven Thousand Seven Hundred Seventy-One Dollars and no cents (\$7,771.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement.

The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been

terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

A. The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in

connection with the Consultant's own work including the work of the Consultant's agents, representatives, employees, sub-consultants or sub-contractors.

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

1. Business auto coverage for any auto no less than a \$1,000,000 each accident limit, and
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C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

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

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

IX. Exchange of Information

The City warrants the accuracy of any information supplied by it to the Consultant for the purpose of completion of the work under this Agreement. The parties agree that the Consultant will notify the City of any inaccuracies in the information provided by the City as may be discovered in

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

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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

CONSULTANT
Randy Anderson
David Evans & Assoc., Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

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

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 2004.

CONSULTANT
By: Randy Anderson
Its Principal
SR. ASSOCIATE

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
Randy Anderson
David Evans & Assoc., Inc.
3700 Pacific Highway East, Ste. 311
Tacoma, WA 98424
(253) 922-9780

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

(print or type name)

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

CITY OF GIG HARBOR

SKANSIE PARK SURVEY AND LEGAL DESCRIPTION

EXHIBIT A

SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (CITY) for performing survey work, preparing a legal description, and preparing an exhibit of the survey for a project titled Skansie Park. The CITY intends on obtaining the property for future park purposes. The new CITY parcel would come from two of three existing adjacent parcels owned by the same entity. DEA will not perform a boundary line adjustment to segregate the parcels as part of this scope of work. The property is adjacent to Harborview Drive NW between Pioneer Way and Rosedale Street NW.

This project involves providing survey staking, the preparation of a legal description, and preparing an exhibit that can be recorded with the Pierce County Auditor's office.

This scope of services is based on a verbal description of work from the city and mapping depicting the approximate property line of the future park site.

The following work tasks will be performed for this project:

1. **Project Administration and Project Start-up.** Provide project administration, management, and coordination. Research title reports and existing survey control and monumentation. Meet with CITY staff on-site and set approximately seven tentative corners in the form of hubs and tacks that will determine the boundaries of the legal description.
2. **Research Title Reports and Existing Control.** Research title reports, Assessor-Treasurer's maps and other surveys performed in the immediate area of the site. Establish Existing Control needed to perform the field survey work.
3. **Perform Field Survey Work and Set Corners.** Run horizontal control in the field. Set corners for the property using iron re-bar with plastic caps.
4. **Prepare Legal Documents.** Prepare legal description in recordable format. Prepare an exhibit map for the property in recordable format with the Pierce County Auditor's office.

SERVICES OR INFORMATION PROVIDED BY THE CITY

- The CITY will obtain permission to access onto the property for the purposes of performing the survey work;
- The CITY will provide all needed traffic control for DEA's survey effort; and
- The CITY will provide DEA with title report information.

REIMBURSABLES

- Fees for reprographics and postage

- Mileage
- Brassies or other types of monuments if so requested by the CITY

PROJECT SCHEDULE

This project will be completed by March 31, 2004.

GIGHARSKANSIEPARK-1
3/1/2004

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST
 TACOMA, WA. 98424
 253-922-9780

CITY OF GIG HARBOR
 SKANSIE PARK SURVEY AND LEGAL DESCRIPTION
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Surv. Mgr.	Proj. Surv.	Surv. Tech	2-Person Crew	Clerical	Subtask	Expenses	Total
		\$ 129	\$ 120	\$85	\$ 75	\$ 130	\$ 45	Total		
Project Administration and Project Start-up										
	Provide Project Administration, Coordination, and Management	2								
	Provide Project Updates	0								
	Prepare and Submit Invoices	1								
	Provide QA/QC	1								
	Hours Subtotal	4	0	0	0	0	0			
	Cost Subtotal	\$ 516.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516.00		\$ 516.00
Research Title Reports and Existing Control										
	Research Title Reports, Assessor-Treasurer's Maps, Etc.		2	5						
	Establish Existing Control to Perform Survey Work			2		12				
	Hours Subtotal	0	2	7	0	12	0			
	Cost Subtotal	\$ -	\$ 240.00	\$ 595.00	\$ -	\$ 1,560.00	\$ -	\$ 2,395.00		\$ 2,395.00
Perform Field Survey Work and Set Corners										
	Run Horizontal Control in Field (Hubs and Tacks)					4				
	Set Corner Re-bars with Caps					4				
	Hours Subtotal	0	0	0	0	8	0			
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 1,040.00	\$ -	\$ 1,040.00		\$ 1,040.00
Prepare Legal Documents										
	Prepare Legal Description in Recordable Format		1	4						
	Prepare Exhibit Map in Recordable Format (Record of Survey)		3	10						
	Hours Subtotal	0	4	14	0	0	0			
	Cost Subtotal	\$ -	\$ 480.00	\$ 1,190.00	\$ -	\$ -	\$ -	\$ 1,670.00		\$ 1,670.00
	Hours Subtotal	4	6	21	0	20	0			
	Labor Cost Subtotal	\$ 516.00	\$ 720.00	\$ 1,785.00	\$ -	\$ 2,600.00	\$ -	\$ 5,621.00		\$ 5,621.00
Contingencies/Extra Work (At request/direction of the City)										\$ 1,000.00
Expenses										
	Reprographics, Deliveries, Postage						\$ 50.00			
	Mileage						\$ 100.00			
	Permanent Monuments (At the request of the City)						\$ 1,000.00			
	Expenses Total						\$ 1,150.00			\$ 1,150.00
	GRAND TOTAL									\$ 7,771.00



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: AUTUMN CREST RESIDENTIAL DEVELOPMENT - FREDRICK M. PAULSON
STORMWATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT
DATE: MARCH 8, 2004

INTRODUCTION/BACKGROUND

The city has required private on-site storm water detention facilities to be constructed in conjunction with the Autumn Crest Residential Development. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the city a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

The city's standard Storm Water Facilities Maintenance Agreement and Restrictive Covenant has been drafted and approved by Carol Morris, City Attorney.

Council approval of the agreement is requested.

FISCAL CONSIDERATIONS

No funds will be expended for the acquisition of the described agreement.

RECOMMENDATION

I recommend that the Council approve this agreement as presented.

STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this ____ day of _____, 200__, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Fred Paulson, residing at 8118 86th Ave. N.W., Gig Harbor, WA 98332 (hereinafter "Owner").

RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as Autumn Crest, (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of Barghausen Consulting Engrs. on December 23, 2003 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

NOW, THEREFORE, in consideration of the mutual agreements contained herein, as well as other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Owner and the City hereby agree as follows:

TERMS

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

Section 2. No Removal. No part of the drainage system shall be dismantled, revised, altered or removed, except as necessary for maintenance, repair or replacement.

Section 3. Access. The City shall have the right to ingress and egress over those portions of the Property described in **Exhibit A** in order to access the drainage system for inspection and to reasonably monitor the system for performance, operational flows or defects.

Section 4. Repairs, Failure of Owner to Maintain. If the City determines that maintenance or repair work is required to be performed on the system, the City Engineer or his/her designee shall give notice to the Owner of the noted deficiency. The Engineer shall also set a reasonable time in which the Owner shall perform such work. If the repair or maintenance required by the Engineer is not completed within the time set by the Engineer, the City may perform the required maintenance and/or repair. Written notice will be sent to the Owner, stating the City's intention to perform such repair or maintenance, and such work will not commence until at least 15 days after such notice is mailed, except in situations of emergency. If, within the sole discretion of the Engineer, there exists an imminent or present danger to the system, the City's facilities or the public health and safety, such 15 day period will be waived and maintenance and/or repair work will begin immediately.

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.

Section 7. Rights Subject to Permits and Approvals. The rights granted herein are subject to permits and approvals granted by the City affecting the Property subject to this Maintenance Agreement and Covenant.

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

Section 9. Notice. All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt of three (3) days after deposit in the mail, postage prepaid, addressed to the City or the Owner at the addresses set forth below:

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

To the Owner:
Fred Paulson
8118 86th Avenue N.W.
Gig Harbor, WA 98332

Section 10. Severability. Any invalidity, in whole or in part, of any provision of this Maintenance Agreement and Covenant shall not affect the validity of any other provision.

Section 11. Waiver. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

Section 12. Governing Law, Disputes. Jurisdiction of any dispute over this Maintenance Agreement and Covenant shall be solely with Pierce County Superior Court, Pierce County, Washington. This Maintenance Agreement and Covenant shall be interpreted under the laws of the State of Washington. The prevailing party in any litigation arising out of this Maintenance Agreement and Covenant shall be entitled to its reasonable attorneys' fees, costs, expenses and expert witness fees.

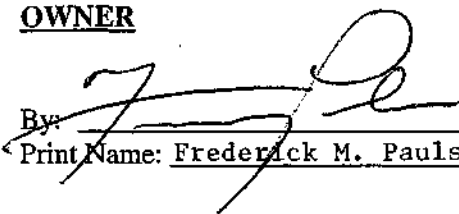
Section 13. Integration. This Maintenance Agreement and Covenant constitutes the entire agreement between the parties on this subject matter, and supersedes all prior discussions, negotiations, and all other agreements on the same subject matter, whether oral or written.

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this 26th day of December, 2003.

THE CITY OF GIG HARBOR

OWNER

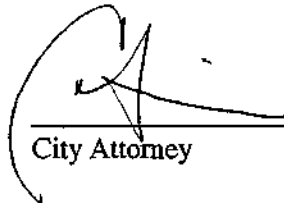
By: _____
Its Mayor

By: 
Print Name: Frederick M. Paulson

ATTEST:

City Clerk

APPROVED AS TO FORM:



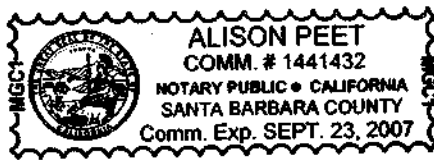
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California }
County of Santa Barbara } ss.

On December 26, 2003 before me, Alison Peet, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared Frederick M. Paulson
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence



to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Alison Peet
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Storm Water Facilities Maint. Agreement
Document Date: December 26, 2003 Number of Pages: 6
Signer(s) Other Than Named Above: N/A

Capacity(ies) Claimed by Signer

Signer's Name: _____
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney-in-Fact
 Trustee
 Guardian or Conservator
 Other: _____
Signer Is Representing: _____



STATE OF WASHINGTON)
) ss.
COUNTY OF P I E R C E)

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: _____

Notary Public in and for the
State of Washington,
Title: _____
My appointment expires: _____

LEGAL DESCRIPTION

Autumn Crest

The South half of the South half of Lot 6 and the South half of the South half of Lot 5A, Section 8, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington, the same being the South half of the South half of the North half of the Southeast quarter of the Southwest quarter of Section 8, Township 21 North, Range 2 East of the W.M., in Pierce County, Washington.

EXCEPT the East 30 feet thereof for Soundview Drive.

Project Name: Autumn Crest
December 23, 2003

RWG/jss
7838L.007.doc

Page 7 of 8

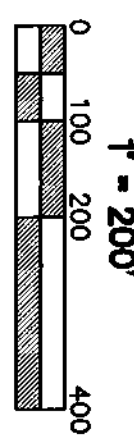
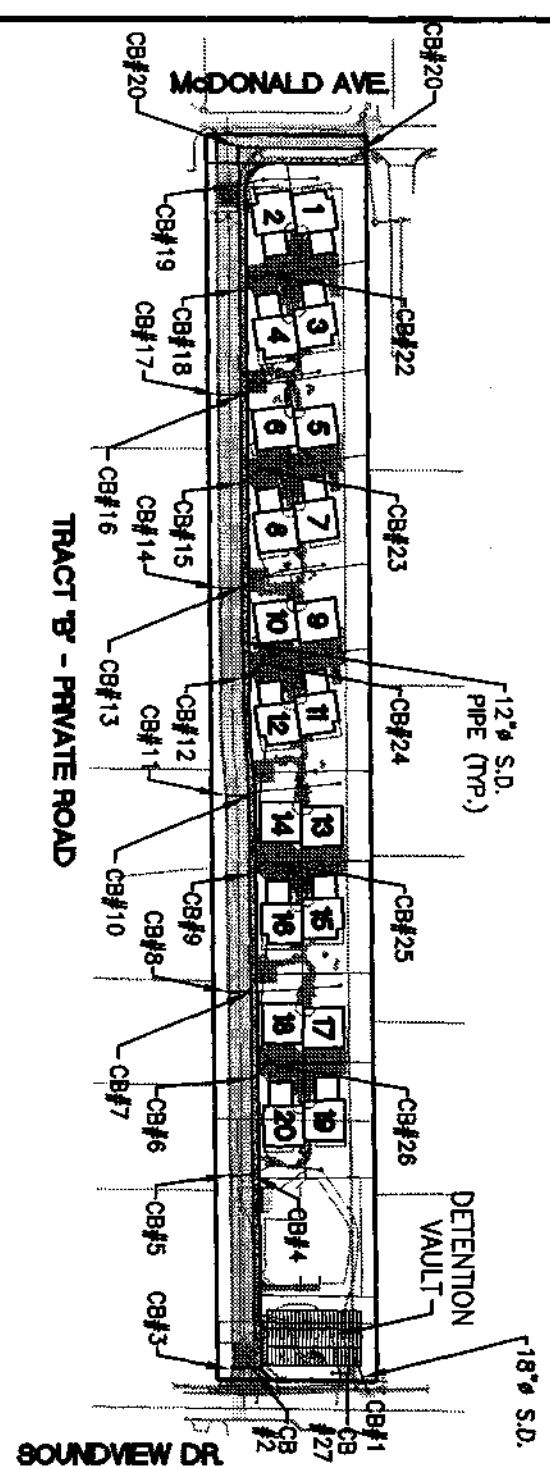


EXHIBIT "B"



Job Number 7838	Designed DLM Drawn DLM Checked RJA Approved RJA Date 02-13-04	Scale: Horizontal 1" = 200' Vertical N/A	For: AUTUMN CREST FRED PAULSON
Sheet Page 9 of 9	18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CML ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Title: EXHIBIT "B"	



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PARK SIGN - HARBORVIEW DRIVE VIEW POINT
DATE: MARCH 8, 2004

STAFF REPORT

City staff is requesting authorization to purchase and install a new park sign at the Harborview Drive View Point. A local sign fabricator who designed previous city signs was contacted and provided the attached design and price proposal. A site map showing the proposed location is attached.

Adequate funds are available within the Park budget for this purchase.

RECOMMENDATION

Council approval of the design and sign location as presented is requested.



THE CITY OF GIG HARBOR

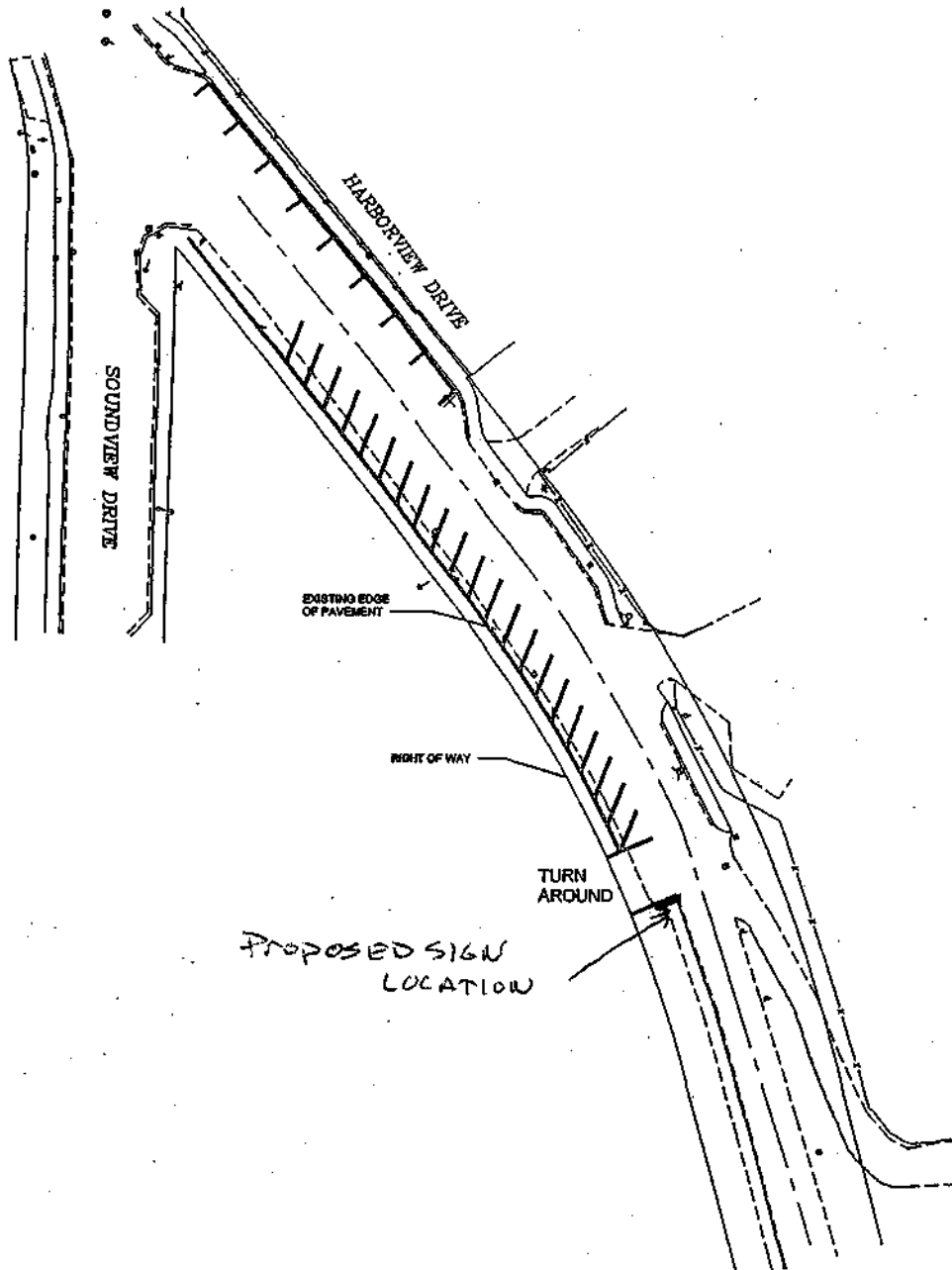
**HARBORVIEW
DRIVE
VIEW POINT**

**Resident and Guest
Parking Only
beyond this Point.
HOURS:
DAWN TO DUSK**

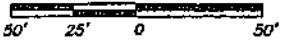
2' X 29' X 35'..... \$635.00

**Specs: Single Faced sandblasted clear
vertical grain cedar. Natural finish cedar
border. Gold "bars" and white lettering
with dark blue background.**

**Estimate 2-24-04
By Toby's Signs 851-9761**



GRAPHIC SCALE



SCALE: 1" = 50'





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE
AMENDMENT TO THE PLANNED COMMUNITY DEVELOPMENT –
BUSINESS PARK (PCD-BP) ZONE TO CONDITIONALLY ALLOW
HOSPITALS
DATE: MARCH 8, 2004

INFORMATION/BACKGROUND

Attached for your consideration and for second reading is an ordinance amending the list of conditional uses in the Planned Community Development – Business Park (PCD-BP) zone to conditionally allow hospitals, (GHMC 17.54.025(A)).

The Planning Commission held a public hearing on the proposed amendments on January 15, 2004. One person spoke in favor of the amendments. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed amendments. A copy of the January 15, 2004 Planning Commission Minutes is attached. A letter was also submitted on January 11, 2004, by Mr. Jack Sutton, who is not in favor of allowing hospitals in the PCD-BP zone. A copy of Mr. Sutton's letter is attached.

POLICY CONSIDERATIONS

The intent of the PCD-BP zone generally is to provide areas that limit retail uses while encouraging major employment opportunities. Maintaining hospitals as conditional uses will ensure that, if necessary, aesthetic, environmental, and buffering concerns will be addressed on a site specific basis with more detail than allowed through the typical site plan and design review process.

ENVIRONMENTAL ANALYSIS

A SEPA threshold determination of Non-significance (DNS) was issued for the proposed amendments on February 16, 2004. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on December 17, 2003. The deadline to file an appeal is March 1, 2004.

FISCAL IMPACTS

None.

RECOMMENDATION

I recommend that the City Council approve the ordinance as presented.

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, January 15, 2004
Gig Harbor Civic Center**

PRESENT: Commissioners Carol Johnson, Kathy Franklin, Theresa Malich, Bruce Gair, Dick Allen and Chairman Paul Kadzik. Staff present: Steve Osguthorpe, Rob White and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of December 18, 2003 with a correction to page 4.
Franklin/Johnson – unanimously approved.

NEW BUSINESS

1. Election of Chair and Vice-Chair for 2004

MOTION: Move to re-elect Paul Kadzik as Chair
Malich/Franklin – passed unanimously

MOTION: Move to re-elect Bruce Gair as Vice Chair
Kadzik/Malich – passed unanimously

WORK-STUDY SESSION

Proposed amendments to GHMC 17.50 – Maximum density in the Waterfront Commercial zone (ZONE 03-07). - Senior Planner Rob White reported on the background of the application, explaining that the applicant was asking for an increase in the density from 3.5 to 7.0 dwelling units per acre. Mr. White further explained that currently the density range is undefined in the Comprehensive Plan. The applicants have not applied for a Comprehensive Plan amendment, therefore, staff is recommending denial without guidance provided by the Comprehensive Plan.

Chairman Paul Kadzik pointed out that the recent Task Force on Building Size had recommended rezoning some of the Waterfront Commercial properties to Waterfront Millville.

Planning Manager Steve Osguthorpe explained that city staff would be examining the capacities within each zone during the upcoming 2004 Comprehensive Plan update.

Chairman Kadzik stated that we will need to hold a public hearing on this issue and voiced his concern with processing this application without a comprehensive plan

amendment.

Mr. Osguthorpe explained that the applicant feels they don't need a comp plan amendment since the plan states, "Generally, the lower intensity waterfront areas would favor residential and marinas while the more intense use waterfront areas would provide for higher density residential and commercial/retail uses."

Commissioner Gair stated that with higher density residential uses we will end up with shoulder to shoulder development along the waterfront, blocking off more views and access to the bay.

It was decided to hold a public hearing on this issue at the February 5th meeting of the Planning Commission.

Commissioner Gair asked if SEPA had been done on this application yet. Senior Planner Rob White replied that it had not as the environmental checklist submitted by the applicant did not adequately address the impacts.

The Chairman called a recess until the public hearing at 7:00.

PUBLIC HEARING

Proposed amendments to GHMC Chapter 17.54 – Planned Community Development – Business Park (ZONE 03-16). – Senior Planner Rob White outlined the request to allow hospitals as a conditional use in the PCD-BP zone. Mr. White explained that maintaining hospitals as a conditional use will address any environmental concerns as they are developed. Staff is recommending that the recently adopted definition of hospital be used.

Commissioner Gair pointed out that the word "provide" should be deleted in the second line of the ordinance at the first whereas, and that the date above the Mayor's signature should be 2004. He further pointed out that in the reference line of the staff report the word "conditional" is misspelled.

Nina Albert, Hammes Company, 1411 Fourth Ave., Suite 1020, Seattle WA - Ms. Albert testified that her company was working with the applicant on this text amendment. She wanted to point out that the current definition of hospitals is vague and could be interpreted to include clinics. Ms. Albert further suggested that by adding the words 24-hour emergency care and inpatient beds to the definition it would more in keeping with the state's definition.

There being no further comment the public hearing was closed at 7:08 p.m.

Senior Planner Rob White pointed out that the Planning Commission had just held a work session and public hearing on the definition of hospital and that it would be

inappropriate to change the definition as part of this application.

The Planning Commission directed staff to return with a definition that was more in keeping with the state's definition.

MOTION - Move to forward a recommendation of approval of the proposed ordinance to the City Council
Johnson/Allen – unanimously approved.

NEXT REGULAR MEETING:

February 5th Work session and Public Hearing

ADJOURN:

MOTION: Move to adjourn at 7:10 p.m.
Johnson/Allen – unanimously approved

utilized:

CD recorder

Disc #1 Track 1

ORDINANCE NO. 1754

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING HOSPITALS AS CONDITIONALLY ALLOWED USES IN THE PLANNED COMMUNITY DEVELOPMENT – BUSINESS PARK (PCD-BP) ZONE IN GIG HARBOR MUNICIPAL CODE SECTION 17.54.025.

WHEREAS, the intent of the Planned Community Development – Business Park (PCD-BP) zone is to discourage retail uses in order that it might be preserved for major employment opportunities; and

WHEREAS, hospitals generally provide major employment opportunities; and

WHEREAS, allowing hospitals is consistent with the intent of the PCD-BP zone; and

WHEREAS, allowing hospitals as conditional uses ensures that aesthetic, environmental, and buffering concerns will be addressed on a site specific basis with more detail than allowed through the typical site plan and design review process; and

WHEREAS, the City's SEPA Responsible Official has made a Determination of Non-Significance (DNS) for this Ordinance on February 16, 2004; and

WHEREAS, no appeals of the DNS were filed with the City; and

WHEREAS, the City sent a copy of this Ordinance to the Washington State Office of Community, Trade and Development on December 17, 2003; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on January 15, 2004; and recommended approval to the City Council; and

WHEREAS, on March 8, 2004, the City Council considered this Ordinance during a regular meeting; Now, Therefore,

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

Section 1. A new section 17.54.025 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.54.025 Conditional Uses.

Subject to the requirements of Chapter 17.64 GHMC and the procedures for conditional uses as set forth in this title, the following uses may be permitted in a PCD-BP district:

A. Hospitals.

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 City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2004.

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: _____



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PLANNING COMMISSION COMMENTS - BUILDING SIZE ANALYSIS
DATE: MARCH 8, 2004

INFORMATION/BACKGROUND

At the February 9, 2004 meeting of the City Council, staff was directed to prepare a draft ordinance implementing the recommendations outlined in the January 12, 2004 Building Size Analysis report prepared by Perteet Engineering. Council also requested that the draft ordinance be forwarded to the Planning Commission for review during a work-study session. The Planning Commission has reviewed the draft ordinance and a copy of the minutes from the February 19, 2004 work-study session has been attached for your consideration. E-mailed comments were also received from Randy Boss which I distributed to the Mayor and Council Members on February 27, 2004.

Staff issued an integrated SEPA/GMA notice for the ordinance on February 23, 2004. The State agency comment deadline is April 16, 2004 and the deadline for appealing the SEPA determination of non significance is April 30, 2004. As such, final action on the ordinance by the Council cannot be taken until April 30, 2004.

RECOMMENDATION

I recommended that a public hearing and first reading of this draft ordinance be scheduled for the April 26, 2004 Council meeting.

DRAFT ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDING SIZE REGULATIONS, AMENDING GHMC SECTIONS 17.16.060, 17.20.040, 17.28.050, 17.30.050, 17.32.010, 17.36.055, 17.46.040, 17.50.040, AND 17.90.90, AND ADDING GHMC SECTION 17.31.085

WHEREAS, on August 11, 2003, the City Council of the City of Gig Harbor entered into a contract with Perteet Engineering, Inc. (consultant) for the purposes of conducting a comprehensive review of the issue of building size limitations; and

WHEREAS, the consultant conducted a public process which included extensive interviews with local individuals and businesses, and two public comment meetings; and

WHEREAS, the consultant presented an oral report outlining alternatives and recommendations to the Council at the December 8, 2003 meeting; and

WHEREAS, The final written report including the consultant/task force recommendations on the issue of building size limits was presented to Council on January 26, 2004; and

WHEREAS, on February 9, 2004, the Council directed the Planning Commission to consider and comment on a draft Ordinance implementing the recommendations on the issue of building size limits during a work study session on February 19, 2004;

WHEREAS, the City SEPA Responsible Official has determined that this Ordinance will not have a probable significant adverse impact on the environment; and

WHEREAS, the Planning Commission considered this ordinance during a work study session on February 19, 2004; and

WHEREAS, The Community Development Director forwarded a copy of this ordinance to the Washington State Office of Community, Trade, and Economic Development on February 23, 2004 pursuant to RCW 36.70A.106; and

WHEREAS, The City Council is desirous of implementing the recommendations of the Building Size Analysis as outlined in the report dated January 12, 2004; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of April 26th and May 10th, 2004; Now, Therefore,

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

Section 1. Single-Family Residential (R-1), Section 17.16.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.16.060 Development standards.

In an R-1 district, the minimum lot requirements are as follows:

* * *

I. Maximum gross floor area 3,500 square feet per non-residential structure

Section 2. Medium-Density Residential (R-2), Section 17.20.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.20.040 Development standards.

In an R-2 district, the minimum requirements are as follows:

* * *

H. Maximum gross floor area 3,500 square feet per non-residential structure

Section 3. Residential and Business District (RB-1), Section 17.28.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.28.050 Minimum development standards.

In an RB-1 district, the minimum lot requirements are as follows:

* * *

I. Maximum gross floor area N/A 5,000 sq. ft. per lot structure

Section 4. Residential and Business District (RB-2), Section 17.30.050 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.30.050 Development standards.

In an RB-2 district, development standards shall be satisfied for all new and redeveloped uses requiring site plan review:

* * *

H. Maximum gross floor area 12,000 square foot footprint per commercial structure

Section 5. Downtown Business (DB), Section 17.31.085 of the Gig Harbor Municipal Code is hereby adopted to read as follows:

17.31.085 Maximum footprint of structures

In the DB district, the maximum footprint of structures is 16,000 square feet with the ability to increase the footprint to the maximum permitted impervious coverage if the ground floor is dedicated to pedestrian oriented uses (i.e. restaurant, retail, services, etc.).

Section 6. Neighborhood Commercial District (B-1), Section 17.32.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.32.010 Intent.

* * *

B. The maximum gross floor area for a non-residential structure shall not exceed ~~5,000~~ 10,000 square feet per ~~lot~~ structure, exclusive of required parking.

Section 7. General Business District (B-2), Section 17.36.055 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.36.055 Maximum gross floor area.

The maximum gross floor area per commercial structure is ~~35,000~~ 65,000 square feet.

Section 8. Waterfront Residential (WR), Section 17.46.040 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.46.040 Development standards.

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

* * *

I. Maximum gross floor area ~~3,500~~ square feet per non-residential structure

Section 9. Waterfront Commercial (WC), Section 17.50.040 of the Gig Harbor Municipal Code is hereby amended as follows:

17.50.040 Development standards.

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

* * *

J. Maximum gross floor area 3,500 square feet per non-residential structure

Section 10. Area Wide Rezone. Consistent with the recommendations contained in the January 12, 2004 Building Size Analysis Report, the Community Development Director is hereby directed to initiate an area wide rezone of the area north of the existing Waterfront Millville (WM) located along Harborview Drive near the intersection with Stinson Avenue. This area is now zoned Waterfront Commercial (WC) and is proposed to be zoned Waterfront Millville (WM). This rezone will follow the process outlined in Section 19.01.005 of the Gig Harbor Municipal Code.

Section 10. Planned Unit Development, Section 17.90.090 of the Gig Harbor Municipal Code is hereby amended to read as follows:

17.90.090 Maximum gross floor area bonus.

The maximum gross floor area of the PUD may be increased over that permitted in the underlying zone as provided in this section, but only if: (A) consistent with the underlying comprehensive plan designation for the property; and (B) the increase will not exceed 25 percent additional gross floor area, over that allowed in the underlying zone, except in General Business District (B-2) ~~it shall be up to 50 percent~~ no increase in gross floor area shall be allowed, and in Commercial District (C-1) it shall be 30 percent. Such calculations shall be based on net buildable land. The maximum gross floor area bonus may only be allowed if the applicant demonstrates the following:

Section 11. 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 12. 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 _____, 2004.

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

On _____, 2004, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. __, 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 BUILDING SIZE REGULATIONS, AMENDING GHMC SECTIONS 17.16.060, 17.20.040, 17.28.050, 17.30.050, 17.32.010, 17.36.055, 17.46.040, 17.50.040, AND 17.90.90, AND ADDING GHMC SECTION 17.31.085

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

APPROVED by the City Council at their meeting of _____, 2004.

MOLLY TOWSLEE, CITY CLERK

**City of Gig Harbor Planning Commission
Minutes of Work-Study Session and Public Hearing
Thursday, February 19, 2004
Gig Harbor Civic Center**

PRESENT: Commissioners Carol Johnson, Bruce Gair, Dick Allen, Scott Wagner and Chairman Paul Kadzik. Staff present: John Vodopich, Steve Osguthorpe, Jennifer Sitts and Diane Gagnon.

CALL TO ORDER: 6:00 p.m.

APPROVAL OF MINUTES:

MOTION: Move to approve the minutes of January 15, 2004
Johnson/Gair – unanimously approved.

NEW BUSINESS

WORK-STUDY SESSION

Proposed ordinance implementing recommendations of the Building Size Analysis project - Community Development Director John Vodopich briefed the Planning Commission members on the Building Size Analysis completed late last year. He stated that the City Council has directed staff to implement the recommendations outlined in the analysis and send a draft ordinance to the Planning Commission for their recommendations. Mr. Vodopich further stated that the City Council will hold a public hearing on this issue after the SEPA review has been completed. He then went over each zone and the recommendations for each.

Chairman Paul Kadzik noted that this was before the Planning Commission for comments only, no action was to be taken tonight.

Commissioner Allen expressed concern with the area-wide rezone of the Waterfront Commercial area to Waterfront Millville as this is one of the last remaining areas where fishing related activities are allowed and makes the existing businesses non-conforming.

John Vodopich clarified that the area-wide rezone would come before the Planning Commission before final action by the City Council.

Commissioner Allen voiced similar concerns and also noted that although there were plans for this area to be developed as residential, there are no guarantees that that will happen and then we will be left with non-conformities.

Commissioner Wagner stated that he agreed with Mr. Gair and Mr. Allen and in addition

wanted to point out that limiting non-residential building size in R-1 and R-2 would be limiting the size of churches, schools and nursing homes to 3500 square feet which seemed unreasonable. In addition, Mr. Wagner stated that in the RB-1 section he felt that the 5000 square feet per building limitation was unnecessary as design review requirements can achieve the same visual effect. Mr. Wagner further commented on the RB-2 section, stating that the limitations were good for smaller sites but not larger ones. He recommended using the design manual requirements to achieve the desired results and changing the 50,000 square foot limitation to a limitation on the first floor footprint and making the same change to the 65,000 square foot limitation in the B-2 section.

Commissioner Johnson commented that the proposed rezone of the Waterfront Commercial area would have a negative impact on the character of the area. She further voiced concerns with the traffic impacts associated with the 35,000 square foot limitation being raised to 65,000 square feet.

Commissioner Gair stated that he felt more time was needed to realize the impacts of the current growth without allowing more.

Community Development Director John Vodopich stated that he would forward the Planning Commissions comments to the City Council.



BOYS & GIRLS CLUBS OF SOUTH PUGET SOUND

*Building Futures Campaign
Proposed Capital Development Program*

The Boys & Girls Clubs are known for giving youth a safe place to gather after school and opportunities to learn and explore the world around them. The Club's proven programs have inspired thousands of children and teens to stay out of trouble, succeed in school, and realize their full potential as productive, responsible and caring citizens.

Boys & Girls Clubs For The Entire Community

In many outlying communities, rapid population growth is placing severe space constraints on existing Boys & Girls Club facilities, while still other communities wanting to establish a Club in their community are requesting help.

Without adequate resources youth programs are limited leaving too many children to fend for themselves after school and during the summer, when their parents are at work.

At the same time our communities are seeking more resources for our children, they are exploring needed services for seniors, daycare for younger children and places for people to gather. However for many communities in the South Puget



Sound region, there are no major resources to build and support a variety of organizations on their own. Working together to leverage resources is the answer.

A Bold New Initiative

Recognizing that a Boys & Girls Club facility often sits empty until its young members get out of school, the Clubs' Board of Directors has conceived a cost-effective way to meet a community's comprehensive needs while leveraging construction and operating costs.

Through a bold, groundbreaking plan, the Boys & Girls Clubs of

South Puget Sound proposes to establish Community Centers in underserved or unserved communities and partner with other agencies to deliver services. The Boys & Girls Clubs will coordinate the effort to build the centers and raise the funds to sustain Club services in South Sound communities.

To bring the Community Center concept to life, the board has established a charter that details the steps by which the Boys & Girls Clubs will pursue the development of a center.

The charter ensures that civic and community leaders demonstrate support for a proposed project, and that the selected partners share a complementary mission with the Boys & Girls Clubs. Furthermore, each community must demonstrate a plan for securing the necessary annual operating dollars to sustain the center over the long term.

Boys & Girls Clubs Core Program

- Character & Leadership Development
- Education & Career Development
- Health & Life Skills
- The Arts
- Sports, Fitness & Recreation



Immense flexibility is built into the Community Center concept. While the prototype center envisions a number of anchor tenants that provide youth services, senior services, and other needed social services, each community will identify its own most pressing needs and most appropriate partners. Moreover, each community is encouraged to build upon its own assets.

Building Futures Campaign

Currently seven communities have met the preliminary criteria for establishing a community center. Land has been secured on which to build or renovate facilities, community leadership has been established, or some upfront commitments for development or operating support have been pledged.

Therefore, the Board of Directors of the South Puget Sound Boys & Girls Clubs along with community leaders from all the communities represented is conducting a feasibility study as to the reality of launching the *Building Futures* Campaign, which would create 187,000 square feet of new or renovated program space in the communities listed below.

Building Futures Campaign Will Have Long-Term Benefits

- ➔ Every community will have a gathering place.
- ➔ Social services will be delivered in a more efficient, cost-effective manner.
- ➔ Early childhood programs can produce benefits four times the program cost.

In addition to the construction and renovation costs, the *Building Futures* initiative will raise start-up program funds to hire new Boys & Girls Club staff at each of the Community Centers and an endowment to provide for the sustainability of the Boys & Girls Club programs. Funds will also be raised to hire community center staff at each location. The total goal of the initiative is \$60 million.

To build the Community Centers, the Boys & Girls Clubs of South Puget Sound plans to spearhead a regional fundraising effort to leverage support from private foundations, corporations and individuals with allocations from government agencies at the federal, state and county levels. In addition, campaigns will be conducted within each of the seven communities to promote local participation.

Why a Community Center?

We will work with each community to develop the best possible plan that adheres to the following goals:

1. Create "Best Practices."
2. Create economic efficiencies.
3. Meet more of each community's needs.
4. Share costs.
5. Provide comprehensive programming.
6. Leverage regional funding.
7. Increase marketing opportunities.
8. Share facilities.

Partners will be designated space to provide programs at a reasonable cost, and other non-profits will be provided space on a scheduled basis.

COMMUNITY CENTER LOCATIONS	PROJECT SUMMARY
Lakewood	Build new approximate 31,000 s.f. building.
Tacoma Regional Center	Build new approximate 31,000 s.f. building, or renovate property made available through Tacoma Public School. Will replace 50-year-old South End Club.
Gig Harbor/Peninsula	Build new approximate 31,000 s.f. building located on property adjacent to New Discovery Elementary School made available through Pierce County Council.
Kitsap/Silverdale	Build new approximate 31,000 s.f. building located on property made available through Kitsap County Parks or a location near Silverdale area.
North Mason	Renovate current site or partner with North Mason school district or other partners in future joint project.
South Pierce County (Parkland/Spanaway)	Renovate 10,000 square feet of space provided by Pierce County at Sprinker Recreation Center.
South Hill/Graham/Puyallup	Work with Pierce County to acquire property that would service South Hill/Graham/Puyallup area. New construction or renovation to be determined by best available option.

The Communities

Local and regional community leaders have formed a campaign team to develop a plan that will meet the needs in each one of the local communities. As we progress into the actual design phase, more local community input will be obtained to create the final plan. Current estimates are based on a prototype community center and cost estimates from previous successful campaigns.

Lakewood

Operating from property leased from the Clover Park School District, the Lakewood Branch Boys & Girls Club has served children since 1996. Although this well-established community is approaching middle class, a significant number of kids attending the Club live in extreme poverty.

Since 1999, the Club has operated at maximum capacity. To alleviate overcrowding, the Club entered negotiations to purchase property adjacent to the current site, but the plans fell through. The lease expires in 2008, at which time the school district will expand its programming into the space.

In 2004, the Club is exploring several locations where a new facility can be built. The Club will work with the school district and the public transportation agency to provide bus services for current members to the new facility.

The new Lakewood Community Center will focus on providing services, education and advocacy for youth, seniors and the community, with an emphasis on outreach, gender inclusion, ethnic and cultural diversity and family involvement.

Tacoma Regional Center

The South End Branch Boys & Girls Club was established in 1954. The old club has provided years of quality service to many south end youth. A recent feasibility study concluded that investing major dollars into the facility was not a wise thing to do.

As recommended we are pursuing an opportunity to build new or renovate facilities on Tacoma Public School property and work towards the development of a master planned site at the current Mt Tahoma High School located approximately

20 blocks from the current South End branch on 40 acres of land. These buildings will come available in 2007 and in the meantime the Clubs will be working with Metro Parks and Recreation, the City of Tacoma, Pierce County and the Tacoma Public School District to keep the current level of service to youth.

Gig Harbor/Peninsula

Across the Narrows Bridge from Tacoma is the small, picturesque town of Gig Harbor and the growing Key Peninsula community beyond, home to 66,000 people. The Peninsula School District, with 15 schools and 9,200 students, shows annual growth of five percent.

As retirees coexist with young families, a broad range of services are needed. However the Gig Harbor/Peninsula area offers few resources for youth, families or seniors.

A new Community Center, built near the track at Discovery Elementary School, will join the Boys & Girls Club with other service providers, offering many of the services listed in the community center concept illustration. Currently there are no strong community service center programs available under one roof.

North Mason

Working to create a multi-use center in collaboration with the North Mason school district will be the first option to making more services available in the area. An alternative plan will be remodeling the current North Mason Branch in Belfair to accommodate the critical need for more indoor programs targeting youth from low-income families.

The North Mason School District counts 2,400 children on its rolls, 40 percent of whom are from low-income families. The Boys & Girls Club offers the only affordable, daily youth programs in the county. However, its members are requesting greater opportunities for athletic leagues, teen job training and computer classes.

A 10,000 square-foot remodel would accommodate demand by modernizing and reconfiguring the existing space. For North Mason to pursue a new community center, creative funding such as a joint bond

package with the school district would make the project feasible.

Kitsap/Silverdale

The growing community of Kitsap/Silverdale is seeking to create a new community center. A specific need already identified by residents is more infant and childcare services. Silverdale is the most dynamic and growing community in Kitsap County. With extremely limited services available, kids have virtually no safe place to go. The need for a club is clear and the community has rallied around the idea. However many other groups remain underserved as well. The chance to build a place not only for kids but for the seniors, community groups, and community services to meet must be embraced.

South Pierce County (Parkland/Spanaway)

South Pierce County is the fastest-growing area in the entire county. The former rural communities are growing explosively as low- to moderate-income developments replace farmland and pastures. Community services have not kept pace with the changing face of the region.

Through an agreement with Pierce County Parks and Recreation, the Boys & Girls Club will remodel a 10,000 square-foot space in the Sprinker Recreation Center.

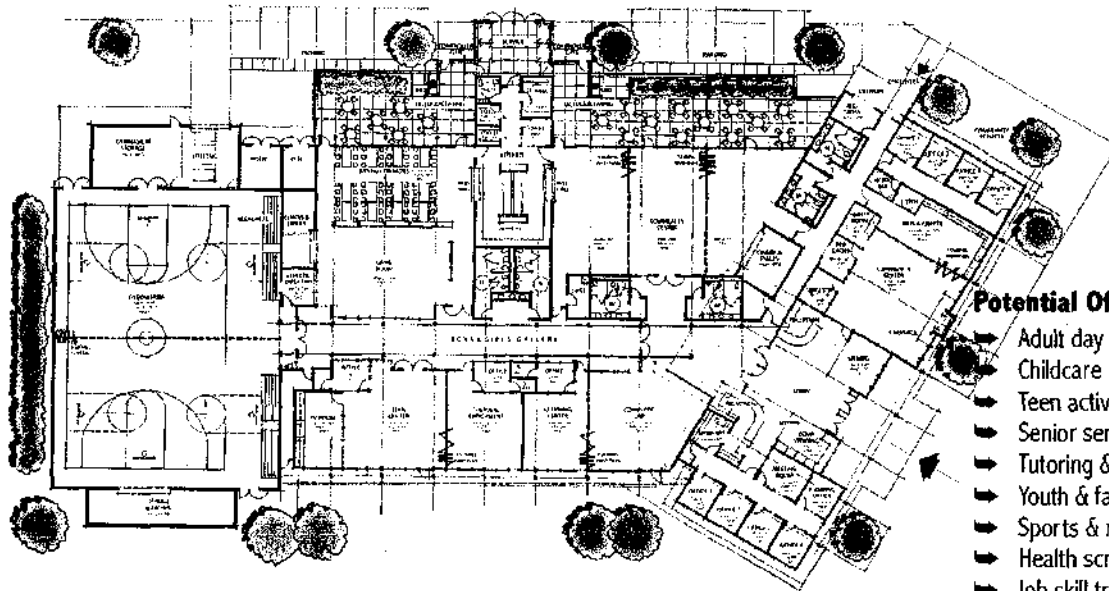
South Hill/Graham/Puyallup

The South Hill/Graham/Puyallup area east of Tacoma is the second largest area in Pierce County and home to 35,000 residents. Over the last decade the communities experienced a 22 percent population growth. These sprawling communities now house 100,000 people. The local newspaper reports that the school district, which serves over 20,000 students, is bursting at the seams.

Community services have not kept pace with the population growth. In the city, the only youth programs are offered through the Parks & Recreation Department, and there is only one senior center in the downtown area.



BOYS & GIRLS CLUBS
OF SOUTH PUGET SOUND



Potential Offerings

- Adult day care
- Childcare
- Teen activities
- Senior services
- Tutoring & mentoring
- Youth & family counseling
- Sports & recreation
- Health screenings
- Job skill training
- Technical assistance
- Disaster relief services
- GED and college classes
- Arts programs

Community Center Concept

"Responding to the astounding growth of the South Puget Sound and to the evolving needs of today's youth and families, the Boys & Girls Clubs have emerged as a highly-regarded organization in our region that profoundly impacts the lives of children. This initiative to create Community Centers for the benefit of everyone is an exciting next step in the evolution of the Boys & Girls Clubs."

— Rick Allen, Ph.D.,
President,
United Way of Pierce County

This is an example of a single community center, assuming construction of a new facility. Renovation estimates will be slightly lower.

Sample Project Requirements

Estimated Costs

➤ Project Direct Costs	\$6,400,000
➤ Program Enhancements	800,000
➤ Community Center Staff	500,000
➤ Endowment and Facilities Maintenance Fund	1,500,000
➤ Project Indirect Costs	800,000
Total	\$10,000,000

Will you help us make this happen in your community?



"In years gone by each community had a 'Town Square' where people throughout the community met for various purposes. It was a rallying point and a geographical destination that everyone knew. The Community Center could serve the same purpose pulling together the different strengths of local organizations to better serve young people and other members of our communities. Having all of us working together will add the fuel needed to make dreams of a community center come true and help support other similar efforts to better understand not only the concept of collaboration but truly the practice."

—Carol Milgard, Community Volunteer
(seen here with husband, Gary)