

Gig Harbor City Council Meeting

**April 26, 2004
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
April 26, 2004 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

PUBLIC HEARING:

1. Regulating Bee-keeping.
2. Building Size Analysis.

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 April 12, 2004.
2. Correspondence / Proclamations: Proclamations: a) White Cane Days b) Kinship Caregiver Days c) National Public Works Week.
3. 2004 NPDES Permit Water Quality Monitoring Program Contract.
4. On-Call Development Review Professional Services Contract – Hammond Collier Wade Livingston.
5. On-Call Development Review Professional Services Contract – HDR, Inc.
6. Special Occasion Liquor License – Prison Pet Partnership Program.
7. Liquor License Application – The Rose of Gig Harbor.
8. Liquor License Discontinued – Marco's Restaurant.
9. Approval of Payment of Bills for April 26, 2004.
Checks #43037 through #43148 in the amount of \$324,039.16.

OLD BUSINESS:

1. Reintroduction – First Reading of Ordinance – Regulating Beekeeping.

NEW BUSINESS:

1. First Reading of Ordinance – Building Size Analysis.

STAFF REPORT:

1. Finance Department – Quarterly Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 12, 2004

PRESENT: Councilmembers Ekberg, Young, Conan, Dick and Ruffo.
Councilmember Picinich absent. Councilmember Franich acted as Mayor Pro Tem in Mayor Wilbert's absence.

ABSENT: Councilmember Picinich and Mayor Gretchen 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 March 22, 2004.
2. Correspondence / Proclamations: a) Proclamation – Earth Week. b) Proclamation – Records and Information Management Month. c) Letter- County Councilmember Terry Lee.
3. Wastewater Treatment Plant Fencing – Contract Authorization.
4. Appointment to Gig Harbor Arts Commission.
5. Maritime Pier Preliminary Design Services – Consultant Services Contract.
6. Pavement Markings Contract Authorization.
7. Gig Harbor Comprehensive Plan Update – Consultant Services Contract.
8. Stinson Avenue Pedestrian Street Improvement Project – Survey Contract.
9. 45th Avenue Pedestrian Improvement – Survey Contract.
10. El Jireh Short Plat Sanitary Sewer Easement Agreement – Carlsen.
11. El Jireh Short Plat Sanitary Sewer Easement Agreement – Butler.
12. El Jireh Short Plat Sanitary Sewer Easement Agreement – Hazen.
13. Resolution No. 622 – Maintenance Contract for Civic Center HVAC and Control System.
14. On-Call Development Review Professional Services.
15. Liquor License Application: Thai Hut.
16. Change of Location for Liquor License: The Keeping Room, Candles & Wine Etc.
17. Liquor License Renewals: Albertson's, Inc.; Anthony's at Gig Harbor; QFC #886; Tanglewood Grill; and Bistro Satsuma.
18. Approval of Payment of Bills for April 12, 2004.
Checks #42864 through #43036 in the amount of \$452,151.83.
19. Approval of Payroll for the month of March.
Checks #3098 through #3138 direct deposit entries in the amount of \$235,028.74.

MOTION: Move to approve the Consent Agenda as presented.
Ekberg / Ruffo – unanimously approved.

OLD BUSINESS:

1. Resolution – Community Center Maintenance and Operations Support. Mark Hoppen, City Administrator, explained that this resolution sets a directive that could result in a commitment of \$150,000 a year for five years for a community center that could house a senior center facility. He further stated that inherent in this resolution is the notion that Pierce County would need to have an agreement between Pierce County as the lessor, and The Boys and Girls Club as the lessee in order to build a facility that would meet the kind of requirements that the city outlined in the study of last year. Mr. Hoppen went on to explain that Pierce County would need to have an interlocal agreement with the City of Gig Harbor for Pierce County to be the fiscal agent in order that both program and construction of the facility were carried out within the bounds of the city's expectations.

Councilmember Ekberg asked who in addition to the city would be providing funds for maintenance for this center. Mr. Hoppen explained that right now the outline set by the Boys and Girls Club executive board was that unless the local jurisdiction contributes the \$150,000 for five years, they can not move forward with this project in this particular jurisdiction. Mr. Hoppen said that he thought that The Boys and Girls Club plans for user fees to compliment the city's fees for five years.

Councilmember Ekberg asked if Pierce County was going to contribute any maintenance and operation money. Mr. Hoppen responded that Pierce County Councilmember Terry Lee was present and could possibly respond to Councilmember Ekberg's question. Councilmember Lee stated that he was attending this council meeting to speak in favor of the Boys and Girls Club / Senior Center. He stated that not only does it help the children but it also addresses an ever aging population here on the Gig Harbor Peninsula. Pierce County has granted the Boys and Girls Club a long term lease for one dollar. Mr. Hoppen pointed out that the interlocal agreement shall express maintenance and operations commitments as well as recreational and social program commitments for the five year period of the agreement. Mr. Hoppen stated that if this moves forward in the way that he envisions it, the city will not own any programs, or the building, or the property.

Mayor Pro Tem Franich expressed interest in knowing the plan beyond the five years. Mr. Hoppen stated that their plan is to be self-sufficient at that time. Councilmember Dick responded to Councilmember Franich that the lease itself indicates what kinds of uses will transpire. Councilmember Dick thought that there would be a continued relationship after year five; the city just has not been asked to commit to a period beyond that.

Councilmember Franich pointed out that a senior center is something that our community needs and something that our seniors deserve. He stated that he was hoping to see more in the resolution about what programs would be offered before we allocate any money. Councilmember Ekberg recommended that possibly two councilmembers serve on a committee that will help draft the interlocal agreement to address any concerns the city had.

Councilmember Ruffo pointed out that the third "whereas" in the resolution stated that Pierce County would not be responsible for costs related to construction or maintenance and operations of the facility. Councilmember Lee responded by saying that Pierce County's position right now is they are putting up the land. Councilmember Lee stated that he would try to incorporate in Pierce County's budget process a means to partner with the city in facility operations and maintenance for the first five years. Councilmember Lee stated that if Initiative 864 gets approved, then it will likely change Pierce County's ability to step forward on this. He will not know the outcome of this until November. He emphasized that he would do everything that he could to make this a reality.

Councilmember Dick emphasized that in this resolution we are expressing our intention to go forward, and if an appropriate agreement is finalized, and if the County thinks that the lease looks right, and if we're satisfied that this together with our agreement with the County looks good, then we can move forward.

Councilmember Young summarized that if in concept the Council wants to have a senior center, is the city willing to commit to \$150,000 for it? Mr. Young went on to say that it is no different than every year when we make budget line items saying we want to spend "x" amount of dollars on this project or the next. At no point do we actually commit to those dollars being spent nor do we commit to the language with the contractor or do we dictate the design, but what we do say is that at some point we are committing to a dollar amount and if it is more or less, we'll make those adjustments. Councilmember Young stated the question, is this facility a bargain? He thought it is because it is a collaborative effort and will save taxpayer dollars. Councilmember Young stated that we should be looking at the broader picture. If the community wants this, then this resolution is reasonable.

Councilmember Ruffo requested that the third Whereas be replaced with: "Whereas there is more planning involved before a definitive construction, operation and maintenance budget can be finalized." Councilmember Ekberg agreed. Councilmember Ruffo said the he also wanted to add at the end of section 1, "provided that this agreement will be conditioned upon the timely completion of the facility within budget and will limit the city's annual financial commitment to \$150,000 for five years from its commencing operation." Mayor Pro Tem Franich pointed out that this language is already contained in Section 1. Mr. Hoppen explained that the resolution is written to reflect that until the facility is opened, no money will be expended. Councilmembers discussed and agreed that the existing language was sufficient to address Councilmember Ruffo's concerns.

MOTION: Move to accept the Resolution No. 623 with the modifications of the deletion of the third Whereas, substituting "Whereas there is more planning involved before a definitive construction, operation and maintenance budget can be finalized" and accepting the rest of the resolution as written by staff.
Ruffo/Young – unanimously approved.

2. City Prosecutor Contract. City Administrator Mark Hoppen presented information on the one-year contract in the amount of \$72,000 to renew the services of the City Prosecutor, Brenda Bono. He explained that the Ms. Bono is requesting an increase of salary of 13.8% and stated that she did not receive any increase in salary last year. Mr. Hoppen gave an overview of salary comparisons of other cities. He explained that an alternative at the cost of this contract would make it possible to accommodate a full-time on-staff person with a \$55,000 salary including benefits. He further stated that it would be irregular to make this change mid-year, however it could be done. Mr. Hoppen said that Ms. Bono has been doing a sound job and there were no questions about the execution or performance of her job. He asked council for direction.

Councilmember Ruffo asked how many hours are court hours for a full-time, 40 hour position. Mr. Hoppen stated that the comparison that he has shown were actual hours in court. He went on to state that there are considerable hours spent outside of court. Mr. Hoppen suggested that Ms. Bono may wish to address this question. Councilmember Ekberg suggested that the city revisit the option of a staff position at the next budget process.

Councilmember Dick said that when the amount of effort gets to the point that we are regularly and routinely needing a full-time equivalent that he prefers to do it through employment rather than contract. He would like to keep this option open, if and when it becomes appropriate, to hire a full-time person in this capacity.

Councilmember Dick requested a clarification of how much time the current Prosecutor, Brenda Bono was putting in. At that, Brenda Bono came to the podium and replied that she had been a lawyer for 15 years, has been a judge, and comes with much experience. Ms. Bono explained that the city now has a full court schedule and the case load has tripled. She went on to state that someone with less experience would be doing the current court calendar in two to three days, instead of the current one day. Councilmember Dick concurred that if we hired someone who just graduated from law school that we would spend a great deal of time on their efforts learning and we wouldn't obtain the efficiencies of an experienced person.

MOTION: Move to authorize the Mayor to sign the contract for prosecutor services for 2004-5 as written here.
Ruffo/Young – unanimously approved.

3. Design Manual Update. Steve Osguthorpe, Planning and Building Manager addressed Council about the lengthy update process. Mr. Osguthorpe gave a background of this process. He presented a timeframe for completion and requested direction from Council. The final document would be presented to Council for the first reading of the ordinance on August 9, 2004 with the second reading and final adoption anticipated on August 23, 2004.

Councilmember Young suggested that the manual be brought to council in less than its entirety on this date or if there are topics that remain and haven't been completed. Possibly the Design Review Board could set aside one topic per quarter or whatever is comfortable for them in order to continue to adopt changes to this code so that we can get something in place. Mr. Young was emphatic that these proposed dates be strictly adhered to with no extensions. Councilmember Ruffo agreed with Councilmember Young that this matter needs to be completed. Councilmember Franich said that he was a little uncomfortable with a stringent time line on such an important issue, but he does concur that it is time to finalize the manual. Councilmember Dick also stated that it is better to fix the mistakes a little at a time than to stagnate and hold back and not put into place the ideas that we have already wrestled with. He praised the effort and time that has been spend by staff and the Design Review Board.

There was a consensus by Council and a directive to staff to adhere to the proposed time schedule for adoption in full or partial entirety.

NEW BUSINESS:

1. Introduction of Ordinance – School Impact Fees and Interlocal Agreement. City Administrator Mark Hoppen presented information on this Ordinance and Interlocal Agreement explaining that in 1999, the City Council adopted an ordinance to establish transportation and park impact fees. The current ordinance does not collect school impact fees and the revisions to this ordinance propose to facilitate collection of such fees. The fees proposed are \$1,711 per single family dwelling and \$901 per multi-family dwelling unit. Mr. Hoppen further explained that before the first reading of the ordinance can be addressed, the School Board would have to approve the Interlocal agreement.

Marian Berejerkian, Friends of Pierce County – 8205 90th St Ct NW. Ms. Berejerkian spoke on behalf of her organization that promotes "livable communities"; schools that are not overcrowded and adequately funded. She commended the city and the School Board for trying to bring this issue to light and impose these fees on new development.

Councilmember Dick expressed his support for this ordinance and suggested that we do all that we can to explore the idea of larger impact fees in coordination with Pierce County and other jurisdictions in a consistent approach. He expressed his thanks to the School District and staff for their efforts.

Councilmember Franich asked if there were any representatives from the School Board present. Jill Guernsey, Board of Directors was present and came forth to address any questions. Councilmember Franich asked how the District arrived at the \$1,711 fee. Ms. Guernsey responded that these fees were exactly the same and consistent with Pierce County fees. Ms. Guernsey went on to explain how the District arrived at this amount and emphasized the school district's position that the city's impact fees be equivalent to the County's school impact fees.

Councilmember Young stated that although he is in favor of funding for our schools, this could potentially hurt or alter the natural growth trends.

2. Wastewater Treatment Plant Controls Update – Consultant Services Contract. John Vodopich, Community Development Director presented information and background on the proposed contract to replace the lift station and communication telemetry that is responsible for controlling all of the upper plant functions. He explained that this upgrade will increase the Programmable Logic Controller capacity and connect into the new Ethernet communication line after the construction of Lift Station #2. Mr. Vodopich recommended that Council authorize the execution of the contract to Advanced Industrial Automation in the amount of \$6,722.50 for this work.

MOTION: Move to take the staff recommendation to approve the contract as presented in an amount not to exceed six thousand seven hundred twenty-two dollars and fifty cents.
Ruffo / Dick – unanimously approved.

3. Civic Center ADA Access. John Vodopich presented this contract with Cascade Door Services in the amount of \$5,698.45 for the installation of an ADA push button automatic door opener at the rear door of the Civic Center. There was discussion about how the door would function with the possibility of adding this feature to the front doors of the building.

MOTION: Move to take the staff recommendation to approve the contract as presented in an amount not to exceed five thousand six hundred ninety-eight dollars and forty-five cents.
Ruffo / Conan – unanimously approved.

4. First Reading of Ordinance Redefining Allowable Siding Materials. Mr. Vodopich presented this ordinance which he described would amend and redefine the existing language of the city's design manual pertaining to allowable siding materials. The ordinance would eliminate the reference to traditional siding materials and provide a more specific definition of acceptable siding materials. He explained that the issue of siding materials has been problematic over the years. The proposed changes are intended to meet the intent of existing regulations on siding materials and to avoid any future misunderstanding over these requirements. The Planning Commission voted unanimously to recommend to adopt the proposed language, provided that the prohibited materials be deleted from the text of the ordinance and rather be administratively approved.

Council directed staff to bring back the revised ordinance at the first meeting in May.

5. Official Ballot for Pierce Transit Board of Commissioners. Pierce Transit requested the city's consideration for representation on their Board of Commissioners to fill an at-large position. The position is established to specifically represent the viewpoint of the thirteen small cities and towns in Pierce County. The four nominations were Neil

Johnson, City of Bonney Lake; Barry Johnson, City of Fife; Stanley Holland, City of Orting; and Dave Enslow, City of Sumner.

Councilmember Young recommended Barry Johnson because he felt that it may be to the city's advantage to have someone from Fife in this position since our two cities have similar concerns. Councilmember Young also based his recommendation upon working with Mr. Johnson and felt he was the best choice.

MOTION: Move to cast the city's ballot for Barry Johnson, City of Fife.
Young / Ekberg – unanimously approved.

6. Official Ballot for Zoo/Trek Authority Board. Pierce County Regional Council requested the city's consideration for representation on the Zoo/Trek Authority Board. This position is established to specifically represent the viewpoint of the thirteen small cities and towns in Pierce County. The three nominations were Cheryle Noble, City of Bonney Lake; Michael Deckert, City of Edgewood and Mark Evers, City of Sumner.

Councilmember Young recommended Michael Deckert from the City of Edgewood because he appears to be conscientious and has the kind of outlook that would be beneficial to the city although he happens to be from a city that is a user of these dollars, and we have a per capita distribution. Therefore, his background may or may not be beneficial but Mr. Deckert's viewpoint may prove to be helpful to our city.

MOTION: Move to cast the city's ballot for Michael Deckert, City of Edgewood.
Young / Ekberg – unanimously approved.

STAFF REPORTS:

1. GHPD – March Stats. No verbal report given.
2. Community Development - Annual Water Capacity Report. John Vodopich presented the 2003 Annual Water Capacity Report, as required by the city's Concurrency ordinance. This purpose of this report is to evaluate the reserved and available ERU's of the city's water system. There were no questions or comments.

PUBLIC COMMENT:

Jake Bujacich – 3607 Ross Ave. Mr. Bujacich expressed concern about the new developments occurring throughout the city, trees, buffers, the demolition of the old shipyard and adjacent waterfront, and the zoning in Gig Harbor.

Howard Bowles – 3612 44th St. Ct. NW. Mr. Bowles said that he has made a submission for the April 26th council meeting and asked the council to study this before the meeting.

COUNCIL COMMENTS / MAYOR'S REPORT:

Gig Harbor Peninsula Community Center. No verbal report given.

ANNOUNCEMENT OF OTHER MEETINGS: None.

MOTION: Move to adjourn at 8:45 p.m.
Ruffo / Conan - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1 – 15.
Disk #2 Tracks 1 - 6.

Jim Franich, Mayor Pro Tem

Maureen Whitaker, Assistant City Clerk



Gig Harbor Lions Club
P.O. Box 331
Gig Harbor, WA 98335



**Gig Harbor Lions Club WHITE CANE DAYS Community Fund Drive
Supporting the Northwest Foundation for Sight & Hearing
and the Lions Eye Bank**

FRIDAY, APRIL 30 and SATURDAY, MAY 1, 2004

Every year the Lions Clubs of the Northwest set aside the first weekend in May to raise money for the Northwest Lions Foundation for Sight and Hearing and the Northwest Eye Bank. Since 1969 our Eye Bank has "given the gift of sight" by providing donated corneas for 26,000 transplants. In 2004 the Foundation will provide sight and hearing services to 100,000 children.

We are requesting your partnership in this important fund raising drive by providing a location near your store entrance for our club members to set up a small table to collect donations. Two Gig Harbor Lions club members will staff the table from 10:00 am to 6:00 pm as they offer your customers a small White Cane emblem for their lapel and an opportunity to donate directly to the Eye Bank.

Last year the community donated over \$4,000 and every penny was sent directly to the Eye Bank and the Foundation.

If your store can provide a location this year, please express your approval by signing below.

Approval _____

Lion Richard Tossey (853-1447)
Chairman White Cane Days, 2004
Gig Harbor Lions Club

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, White Cane Days is the annual sight fund-raiser of the Northwest Lions Foundation for Sight & Hearing, and contributions are used to protect and restore the sight of children and adults in Washington State;

WHEREAS, this even involves Lions in the State informing the public of their activities in sight restoration and Foundation sight programs such as the Northwest Lions Eye Bank, the Lions Health Screening Unit, and Lions Special Project Grants;

WHEREAS, every penny of contributions collected during this event benefit these sight programs of the Foundation, and to the Lions Patient Care Program that provides medical care and other forms of assistance to sight-impaired individuals with financial need in the state;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim April 30th^{and} May 1st, 2004 as

LIONS WHITE CANE DAYS

in Gig Harbor, and I urge all citizens to join me in recognizing the many years of dedication and commitment of the lions Clubs to sight conservation and restoration, thereby improving the quality of life blind and sight-challenged individuals within this state.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26th day of April, 2004.

Gretchen A. Wilbert, Mayor

Date

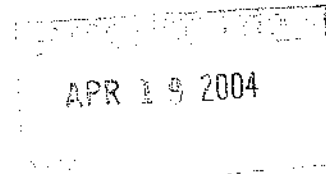


CHILD & FAMILY GUIDANCE CENTER

"We Strengthen Families by Inspiring Courage and Confidence to Motivate a Lasting Change."

April 12, 2004

Mayor Gretchen A Wilbert
City of Gig Harbor
3105 Judson St
Gig Harbor, WA 98335



Dear Mayor Wilbert:

I am writing this letter on behalf of the relative headed families in your community, requesting your City proclaim, Wednesday, May 19, 2004 as Kinship Caregiver Day. Governor Locke has issued a state proclamation and I am enclosing a copy for your use.

Kinship caregivers have an important place in the rearing of the children of our communities. We know children are coming to kin at a younger age and often these relative headed families become their 'forever family.' Department of Social and Health Services looks first to family for placement of children who come into their care. A 'relative search' is required of each child that comes into state care and this effort has increased placement with relatives in Pierce County.

A countywide conference for relative caregivers and professionals who work with them is planned for May 26, 2004 at First Christian Church, 6th and Orchard, Tacoma. In addition, day and resident camp respite opportunities will be offered to children who are being raised by kin who are 60 years of age and older. Last year 42 children from 15 zip codes in our county participated.

Thank you for supporting kinship families. If you would like someone to receive the proclamation in person, please call me at 253-565-4484 ext 104.

Sincerely,

Edith Owen, Coordinator
Pierce County Relatives Raising Children



6424 North 9th Street, Tacoma, WA 98406 • (253) 565-4484 • fax (253) 565-5823

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our community
since 1895*

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the family is the cornerstone of our communities, state and nation and children are the future of society; and

WHEREAS, the care, protection and nurturing of children has traditionally been the responsibility of biological parents with support from the community; and

WHEREAS, kin are stepping forward in ever-increasing numbers to assume full, daily parental responsibilities for children whose parents are unable or unwilling to appropriately parent their children; and

WHEREAS, these kin face day-to-day living challenges as well as emotional, financial and legal obstacles, often alone and without support; and

WHEREAS, their commitment to these children is to provide a healthy, safe and happy childhood; and

WHEREAS, the number of children being cared for by kin is increasing daily and the length of time they remain with kin has gone from months to years; and

WHEREAS, the significance of the care and nurturing of these children by their kin deserves to be recognized;

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim May 19, 2004, as

KINSHIP CAREGIVER DAY

And invite all citizens of Gig Harbor to join me in the special observance being celebrated across our Country.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26th day of April, 2004.

Gretchen A. Wilbert, Mayor

Date



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: NATIONAL PUBLIC WORKS WEEK PROCLAMATION
DATE: APRIL 26, 2004

INTRODUCTION/BACKGROUND

In an effort to promote an understanding of public works systems and programs such as water, sewers, streets, highways and public buildings, the American Public Works Association has established one week a year as "National Public Works Week". This year that week is May 16th through May 22nd.

National Public Works Week provides an opportunity for the city to participate with citizens, other jurisdictions and organizations to acquaint themselves with the issues involved in providing public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life. To help promote public awareness, the city will be distributing a number of promotional items such as coloring and activity books for children, and similar materials on hand for distribution at the permit counter.

FISCAL CONSIDERATIONS

The National Public Works Week materials to be ordered will cost approximately \$200. Funds will be expensed from the General Fund advertising line item.

RECOMMENDATION

I would recommend the Mayor and Council support this public awareness opportunity by proclaiming May 16th – May 22nd, 2004 as National Public Works Week in the City of Gig Harbor. A draft proclamation is attached for your use.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, public works services provided in our community are an integral part of our citizens' everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewers, streets and highways, public buildings; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments is materially influenced by the people's attitude and understanding of the importance of the work they perform,

NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim the week of May 16th as

NATIONAL PUBLIC WORKS WEEK

And invite all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 26th day of April, 2004.

Gretchen A. Wilbert, Mayor

Date



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: 2004 NPDES PERMIT WATER QUALITY MONITORING PROGRAM
- CONSULTANT SERVICES CONTRACT
DATE: APRIL 26, 2004

INTRODUCTION/BACKGROUND

Consultant services are needed to satisfy the water quality monitoring requirements contained within the Department of Ecology (DOE) yearly water quality reporting program. Data gathered will be used to assess long-term water quality trends in Gig Harbor due to the city's effluent discharge. The sampling program will continue previous monitoring programs designed around critical conditions of algae blooms and includes other sampling requirements.

In addition to the above scope of work, a sampling and analysis plan (SAP) will be prepared by the Consultant and submitted to the DOE for review by June 15, 2004 and a final water quality report shall also be prepared and submitted to the DOE by the end of February 2005.

Cosmopolitan Engineering Group was selected based on their previous work for the city, familiarity and recognized expertise with the special water sampling and testing requirements, and working relationships with the Department of Ecology staff.

The Consultant Services Contract is the standard city form approved by the City Attorney.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2004 Budget and is within the 2004 Sewer budgeted allocation of \$36,000, objective #8.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Cosmopolitan Engineering Group for the 2004 NPDES Permit Water Quality Studies in an amount not to exceed thirty-five thousand eight hundred dollars and no cents (\$35,800.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
COSMOPOLITAN ENGINEERING GROUP**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business 117 South 8th Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the engineering services for the Wastewater Treatment Plant Capacity and Improvement Study, 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 April 17, 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 Thirty-five thousand eight hundred dollars and no cents (\$35,800.00) 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 March 1, 2005; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

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

VI. Discrimination

In the hiring of employees for the performance of work under this Agreement or any sub-contract hereunder, the Consultant, its subcontractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the

presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

C. The Consultant is responsible for the payment of any deductible or self-insured retention that is required by any of the Consultant's insurance. If the City is required to contribute to

the deductible under any of the Consultant's insurance policies, the Contractor shall reimburse the City the full amount of the deductible within 10 working days of the City's deductible payment.

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the

maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
William P. Fox, P.E.
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402
(253) 272-7220

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

XVII. Assignment

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

XVIII. Modification

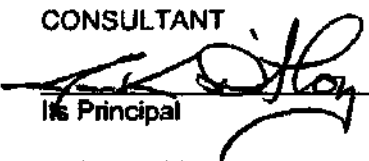
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

XIX. Entire Agreement

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

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

CONSULTANT

By: 
Its Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
CONSULTANT
William P. Fox, P.E.
Cosmopolitan Engineering Group
117 South 8th Street
Tacoma, Washington 98402
(253) 272-7220

Stephen Misiurak, P.E.
City Engineer
City of Gig Harbor
3510 Grandview Street
Glg 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 AND COST

RECEIVING WATER QUALITY MONITORING PROGRAM

Goal

This scope of work is intended to satisfy the water quality monitoring requirements anticipated to be included in the new NPDES permit being drafted by the Department of Ecology. The goal of the ambient water quality monitoring program is to provide data that can be used to assess long-term water quality trends in Gig Harbor due to the City's discharge. The sampling program will continue previous monitoring programs designed around critical conditions of phytoplankton algae blooms, and include additional sampling requirements oriented to diurnal cycling of dissolved oxygen.

Sampling and Analysis Plan

Cosmopolitan shall prepare a sampling and analysis plan (SAP) for submittal to the Department of Ecology. The SAP shall be prepared according to Ecology guidelines and shall be submitted by June 15, 2004.

Weekly Monitoring

The City shall conduct weekly ambient water quality monitoring between August 1 and September 30. The City may monitor from a dock or other fixed structure that extends into the harbor within 1,000 feet from the outfall. Parameters measured weekly shall include temperature, dissolved oxygen, pH, and Secchi disk. Temperature, pH and dissolved oxygen shall be measured 1 ft below the water surface and 3 ft above the bottom. Monitoring shall be conducted between 2 p.m. and 3 p.m. each day. Cosmopolitan shall assist the City in planning and mobilizing for this sampling program.

Monthly Monitoring

Schedule. Cosmopolitan shall conduct three comprehensive water quality sampling events in 2004, one each in August, September and October. Monitoring for the August and September events shall be conducted as close to critical conditions as reasonably possible. The weekly monitoring described above shall be used to identify the critical conditions, which are defined as phytoplankton blooms, and indicated by elevated surface temperature, pH, dissolved oxygen saturation, and reduced water clarity (*i.e.* reduced Secchi disk readings). The monthly ambient sampling shall be conducted between noon and 3 p.m. each event. The October sampling shall be conducted during the final week in October.

Sampling Stations. Sampling shall be conducted at the same five monitoring stations as in previous NPDES permits:

1. Colvos Passage
2. Near Jerisich Dock
3. Near the Outfall
4. Crescent Creek
5. WWTP

EXHIBIT A – SCOPE OF WORK AND COST

Sampling Requirements.

Stations 1 through 3 shall be sampled in each event for the field and laboratory analytes specified in Section S12.C.1 of the current NPDES permit, excluding metals and phaeopigments. In addition, the surface sample for Station 3 shall be analyzed for phytoplankton species composition in the August and September events. Conductivity, temperature and depth profiles will be obtained with a Sea-Bird Model SBE-19 Seacat Profiler. Stations 4 and 5 shall be sampled for the analytes specified in Section S12.C.2. PSEP protocol shall be followed in the collection and handling of water samples. The same analytical laboratories from 1997-2003 are anticipated to be used again in 2004.

Continuous Dissolved Oxygen Monitoring

Cosmopolitan shall conduct continuous dissolved oxygen monitoring of near-bottom water at or near the same station visited in the weekly monitoring. Monitoring shall be conducted twice annually, in August and September. The measuring instrument shall be a Seabird SBE-16DO, Hydrolab, or equal approved by Ecology. The continuous monitoring station shall be mounted three feet above the bottom. Measurement frequency shall be a maximum of 30 minutes. The monitoring instrument shall be deployed for a minimum of two weeks each deployment, and shall include the dates of the monthly monitoring described above. Twice-weekly grab samples shall be collected at the same station and depth during the deployment and analyzed using the modified Winkler method described in the Puget Sound Protocols. Grab sample times shall include both early afternoon and early morning. This data shall be used for calibration of the instrument and to check for instrument drift.

Reporting

The results of all field studies will be prepared for submittal to Ecology as specified in the permit. The weekly monitoring data furnished by the City shall be presented as a series of temperature profiles. A narrative section will summarize the temperature and pH trends and justify the identified critical condition for the water quality sampling.

The 2003 water quality sampling results for conventional parameters shall be presented in the same table format as the 1997-2002 results. Figures showing the 2004 results in a timeline with past data shall also be presented.

Two copies of the report shall be submitted to Ecology by February 15, 2005. Two additional copies shall be submitted to the City of Gig Harbor for their records.

COST

Compensation shall be on a lump sum basis per task as identified below.

Task	Cost
Sampling and Analysis Plan	\$2,200
3 Monthly Sampling Events	15,700
2 Continuous DO Deployments	13,400
Draft and Final Report	4,500
Total	\$35,800

SCHEDULE OF RATES AND ESTIMATED HOURS

NPDES Permit Section S12 Water Quality Sampling - Year 2004								
LABOR								
Task	Name: Rate: Hrs:	Principal \$138.63 \$	Name: Rate: Hrs:	Engineer III \$109.71 \$	Name: Rate: Hrs:	Tech/CAD \$80.34 \$	Task Subtotal	
1. Sampling and Analysis Plan		6	\$832	8	\$878	6	\$482	\$2,192
2. Monthly Sampling Events		24	\$3,327	72	\$7,899		\$0	\$11,226
3. Continuous DO Deployments			\$0		\$0	12	\$964	\$964
4. Draft and Final Report		4	\$555	24	\$2,633	12	\$964	\$4,152
Subtotal		34	\$4,713	104	\$11,410	30	\$2,410	\$18,533

LABOR SUBTOTAL: \$18,533

DIRECT COSTS

Item	Quantity	Unit	Unit Cost	\$	
Boat and Operator	3	events	\$825	\$2,475	} Task 2
Sample Equipment (bottles, GPS, CTD, etc.)	3	events	\$250	\$750	
Oceanography Lab - UW	3	events	\$280	\$840	
Conventional Lab - ARI	3	events	\$140	\$420	
Continuous DO Deployment - RME	4	weeks	\$3,100	\$12,400	- Task 3
Miscellaneous	1	LS	\$400	\$400	- Task 4

DIRECT SUBTOTAL: \$17,285

TOTAL COST: \$35,818



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ON-CALL DEVELOPMENT REVIEW PROFESSIONAL SERVICES
CONSULTANT SERVICES CONTRACT
DATE: APRIL 26, 2004

INTRODUCTION/BACKGROUND

On-call development review assistance services are required to assist city staff in reviewing development projects or other work submitted to the city for review and approval on a variety of engineering projects and tasks. The city's consultants will provide professional engineering services on an "on-call" basis as requested by the city for various projects and tasks. This service will be utilized at the request of private developers and applicants should they request to have their civil project plan review expedited. The city would manage the applicant's request, have the applicant deposit monies into an escrow account in the amount equal to the plan review estimate prepared by the consultant, and reimburse the city's consultant for services rendered from the monies in the escrow account.

The city placed a Request For Engineering Services advertisement in the Peninsula Gateway newspaper. In response to the advertisement, the city received eight letters of interest from various engineering consultants. An internal city selection committee reviewed all the letters of interest and supporting documentation and determined the following three consultants to be the most qualified to perform the work.

- David Evans and Associates, Inc.
- Hammond Collier Wade Livingstone
- HDR Engineering, Inc.

Upon Council approval, the city will execute contracts with all three consultants. As requests for project reviews are received from the city, the city would disperse to each consultant on a rotational basis.

FISCAL CONSIDERATIONS

Private development monies will fund this Consultant Services Agreement and will not impact the 2004 Budget.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract for On-Call Development Review Professional Services between the City of Gig Harbor and Hammond Collier Wade Livingston.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Hammond Collier Wade Livingstone, a Washington corporation, organized under the laws of the State of Washington, located and doing business at 2600 116th Avenue NE, Suite 100, Bellevue, Washington 98004 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design/programming of the review of private development applications in the City 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 April 12, 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 Fifteen Thousand dollars and no cents (\$15,000.00) per review 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.

C. The Consultant shall utilize the following procedure when determining the costs associated with any particular development or project permit application. First, the Consultant shall review the application and provide the City with a written cost estimate for the review of the application. The City will then ask the applicant to place the amount of money equal to the Consultant's cost estimate in an escrow account set up by the City Finance Director or in a bank (which escrow account shall be established by a written agreement between the bank, City and applicant, using a form approved by the City Attorney). The Consultant shall issue monthly invoices to the City showing the amount of time spent on each application being reviewed by the Consultant, and the associated costs. The Consultant shall provide separate written notice to the City Engineer if the Consultant's original cost estimate will be exceeded, together with an explanation for the additional costs. All such written notices of any increases in the amount of the original cost estimate shall be provided to the City at least five working days before the Consultant sends its finished review of the application to the City. The Consultant's notice of an increase in the amount of the estimate shall be provided by the City to the applicant, together with a letter informing the applicant that continued processing of the application is contingent upon the deposit of this newly estimated amount into the escrow account within two working days after receipt of the notice. If the applicant does not immediately deposit the newly estimated amount into the escrow account, the City will notify the Consultant, and the Consultant will stop work on the application. If the newly estimated amount is deposited into the escrow account, the City will notify the Consultant to continue with its work on the application. When the Consultant has finished review of the application, the City Engineer shall perform the final review and will be responsible for issuance of the final decision. If the money in the escrow account is sufficient to cover the cost of the Consultant's review, the money will be released to the City. If, after the City's final decision is issued, the money in the escrow account is more than the cost of the Consultant's review, the applicant will receive a refund for the overage and the remainder will be released to the City. If, after the City's final decision is issued, the money in the escrow account is equal to the last written cost estimate provided by the Consultant to the City for review of the application, neither the City nor the applicant will be responsible to pay any additional sums to the Consultant.

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.

The work performed by the Consultant shall be reviewed by the City Engineer. The Consultant shall have no authority to issue any permits, approvals or to make any final decisions on any development or project permit applications, which authority shall be reserved to City employees.

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

Even though the Consultant is an independent contractor with the authority to control and direct the performance and details of the work authorized under this

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

Should any dispute, misunderstanding, or conflict arise as to the terms and conditions contained in this Agreement, the matter shall first be referred to the City Community Development Director and the City shall determine the term or provision's true intent or meaning. The Community Development Director shall also decide all questions 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 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:
Hammond Collier Wade Livingston
ATTN: Kenneth Gunther, P.E.
7502 Lakewood Drive, Suite D
Lakewood, Washington 98499
(253) 472-1992

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

XVII. Assignment

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

XVIII. Modification

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

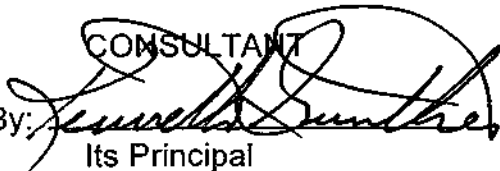
XIX. Conflicts of Interest

The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing applications for existing or former clients. The Consultant shall notify the City Engineer if the Consultant receives an application to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

XX. Integration

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:

Hammond Collier Wade Livingstone
ATTN: Kenneth Gunther, P.E.
7502 Lakewood Drive, Suite D
Lakewood, Washington 98502
(253) 472-1992

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that Kenneth Gunther 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 Principal of Hammond Collier Wade Livingstone to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 9 APRIL 2004

BERNADETTE ANN CRISOSTOMO
Notary Public
STATE OF WASHINGTON
My Commission Expires 2-1-08



BERNADETTE ANN CRISOSTOMO
(print or type name)

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

15001 11TH AVE E. TACOMA

My Commission expires: 01 FEB 2008

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: _____



HAMMOND COLLIER
WADE LIVINGSTONE

EXHIBIT A

SCOPE OF WORK

Perform reviews of Preliminary Plat Applications:

Document review includes review of application for compliance with the City of Gig Harbor Municipal Codes, Ordinances, and Standards, as they relate to Preliminary Plat Applications. This work may include review of legal description, property address, present use of property, existing zoning, site acreage, preliminary plat map, lot sizes, existing and proposed structures, proposed right-of-way dedications, existing and proposed easements, proposed signage, grading quantities, existing and proposed utilities, preliminary drainage analysis, geotechnical evaluations, sensitive and critical areas review, and traffic impact analysis. A review memorandum containing engineering review comments and recommendations will be submitted to the City for final review by the City Engineer.

Perform reviews of Plans, Specifications, and Engineers Estimates:

Document review includes review of construction drawings for compliance with preliminary plat conditions and the City of Gig Harbor Design Standards. This work may include review of roadway geometric design, utility design, temporary erosion and sediment control, drainage analysis, water quality treatment and storm drainage facilities, ADA accessibility and pedestrian facilities, signal control systems, traffic control signage, temporary traffic control plans (MUTCD), retaining walls, construction sequencing, general notes and specifications, and engineers estimates for placement of maintenance and construction bonds.

Perform reviews of Final Plat Documents:

Document review includes review of final plat documents for compliance with City of Gig Harbor and Pierce County Auditor's Office requirements. Prior to final plat recording, review of instruments for recording may include final plat boundary and lots for meets and bounds, coordinates, bearings and distances, closure, legal descriptions, Assessor's tax parcel number, easements, references to previously recorded documents, notary acknowledgement and signatories.



HAMMOND COLLIER
WADE LIVINGSTONE

EXHIBIT B
Personnel Billing Rates and Classifications

<u>Personnel Classification</u>	<u>Hourly Billing Rate</u>
Principal Engineer Jorge Garcia, P.E. Kenneth Gunther, P.E.	\$138
Project Engineer Letticia Neal, P.E.	\$94
Engineer III Jason Henry, E.I.T.	\$85
Project Surveyor Scott Edwards, P.L.S.	\$104
Word Processing Cari Simson	\$48

- NOTE:
- *Basic Rates are in effect as of March 1, 2004*
 - *Mileage charges are computed at 37.5¢ per mile.*
 - *Subconsultant and reimbursable costs are charged at cost plus 10%.*



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ON-CALL DEVELOPMENT REVIEW PROFESSIONAL SERVICES
CONSULTANT SERVICES CONTRACT
DATE: APRIL 26, 2004

INTRODUCTION/BACKGROUND

On-call development review assistance services are required to assist city staff in reviewing development projects or other work submitted to the city for review and approval on a variety of engineering projects and tasks. The city's consultants will provide professional engineering services on an "on-call" basis as requested by the city for various projects and tasks. This service will be utilized at the request of private developers and applicants should they request to have their civil project plan review expedited. The city would manage the applicant's request, have the applicant deposit monies into an escrow account in the amount equal to the plan review estimate prepared by the consultant, and reimburse the city's consultant for services rendered from the monies in the escrow account.

The city placed a Request For Engineering Services advertisement in the Peninsula Gateway newspaper. In response to the advertisement, the city received eight letters of interest from various engineering consultants. An internal city selection committee reviewed all the letters of interest and supporting documentation and determined the following three consultants to be the most qualified to perform the work.

- David Evans and Associates, Inc.
- Hammond Collier Wade Livingstone
- HDR Engineering, Inc.

Upon Council approval, the city will execute contracts with all three consultants. As requests for project reviews are received from the city, the city would disperse to each consultant on a rotational basis.

FISCAL CONSIDERATIONS

Private development monies will fund this Consultant Services Agreement and will not impact the 2004 Budget.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract for On-Call Development Review Professional Services between the City of Gig Harbor and HDR Engineering, Inc.

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a Washington corporation, organized under the laws of the State of Washington, located and doing business at 2600 116th Avenue NE, Suite 100, Bellevue, Washington 98004 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the design/programming of the review of private development applications in the City 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 April 16, 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 Fifteen Thousand dollars and no cents (\$15,000.00) per review 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.

C. The Consultant shall utilize the following procedure when determining the costs associated with any particular development or project permit application. First, the Consultant shall review the application and provide the City with a written cost estimate for the review of the application. The City will then ask the applicant to place the amount of money equal to the Consultant's cost estimate in an escrow account set up by the City Finance Director or in a bank (which escrow account shall be established by a written agreement between the bank, City and applicant, using a form approved by the City Attorney). The Consultant shall issue monthly invoices to the City showing the amount of time spent on each application being reviewed by the Consultant, and the associated costs. The Consultant shall provide separate written notice to the City Engineer if the Consultant's original cost estimate will be exceeded, together with an explanation for the additional costs. All such written notices of any increases in the amount of the original cost estimate shall be provided to the City at least five working days before the Consultant sends its finished review of the application to the City. The Consultant's notice of an increase in the amount of the estimate shall be provided by the City to the applicant, together with a letter informing the applicant that continued processing of the application is contingent upon the deposit of this newly estimated amount into the escrow account within two working days after receipt of the notice. If the applicant does not immediately deposit the newly estimated amount into the escrow account, the City will notify the Consultant, and the Consultant will stop work on the application. If the newly estimated amount is deposited into the escrow account, the City will notify the Consultant to continue with its work on the application. When the Consultant has finished review of the application, the City Engineer shall perform the final review and will be responsible for issuance of the final decision. If the money in the escrow account is sufficient to cover the cost of the Consultant's review, the money will be released to the City. If, after the City's final decision is issued, the money in the escrow account is more than the cost of the Consultant's review, the applicant will receive a refund for the overage and the remainder will be released to the City. If, after the City's final decision is issued, the money in the escrow account is equal to the last written cost estimate provided by the Consultant to the City for review of the application, neither the City nor the applicant will be responsible to pay any additional sums to the Consultant.

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.

The work performed by the Consultant shall be reviewed by the City Engineer. The Consultant shall have no authority to issue any permits, approvals or to make any final decisions on any development or project permit applications, which authority shall be reserved to City employees.

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

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

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

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

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

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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.

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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.

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 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 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.

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CONSULTANT:
HDR Engineering, Inc.
ATTN: David R. Skinner, P.E.
2401 Bristol Court SW Suite B 18-20-22
Olympia, Washington 98502
(360) 754-4243

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

XVII. Assignment

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

XVIII. Modification

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

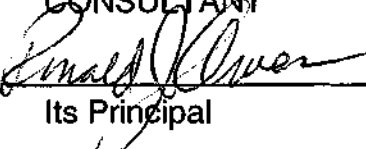
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The City acknowledges that the Consultant is engaged in a separate practice, performing the type of work that is the subject of this Agreement for other clients. However, a conflict of interest may arise if the Consultant is asked to perform under this Agreement by reviewing applications for existing or former clients. The Consultant shall notify the City Engineer if the Consultant receives an application to review for an existing and/or former client of the Consultant. The Consultant further acknowledges that RCW 58.17.160 provides that: "No engineer who is connected in any way with the subdividing and platting of the land for which subdivision approval is sought, shall examine and approve such plats on behalf of any city, town or county." The Consultant agrees that if it is connected in any way with the subdividing and platting of any land, that it shall not accept review of any subdivision application and shall immediately notify the City of such conflict.

XX. Integration

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 April, 2004.

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:

HDR Engineering, Inc.
ATTN: David R. Skinner, P.E.
2401 Bristol Court SW, Suite B 18-20-22
Olympia, Washington 98502
(360) 754-4243

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
COUNTY OF King) ss.

I certify that I know or have satisfactory evidence that Donald L. Ows 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 Principal of ADR Engineering Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/16/04

[Signature]
Deborah L. Nixon
(print or type name)

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

[Signature]
My Commission expires: 5/1/04

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
ON-CALL REVIEW SERVICES

EXHIBIT A

SCOPE OF SERVICES

HDR Engineering, Inc. (HDR) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for on-call review services. This work would assist the City in reviewing development projects or other work submitted to the City for review and approval. HDR would provide general civil engineering services to City or perform other work as requested by the City.

Elements of review work would include but would not be limited to grading, access, storm drainage and storm drainage reports, traffic reports and studies, traffic signal systems, frontage improvements, road construction plans, environmental review, sanitary sewer systems, water supply systems, fire flow systems, erosion and sedimentation control plans, and similar work.

Work would be done on a time and expense basis as per the rate sheet attached as Exhibit B. Labor rates for classifications not included on the rate sheet would be charged at their standard hourly billing rates.

WORK SCOPE AND METHODOLOGY

Work under this agreement would be done at the direction of the City. HDR would review submittals or other projects on behalf of the City. Review work and comments would be done in accordance with city codes, regulations, policies, or other applicable design standards or criteria. Unless directed otherwise HDR would generally proceed as follows:

- Meet with the City to receive the project and discuss any particular city concerns or issues and establish a general review schedule and review process;
- Meet with the project proponent or proponent's engineer if so requested prior to starting the review work;
- Field visit the site;
- Meet with the City, the project proponent, or the proponent's engineer after the review is completed if requested to do so by the city;
- Submit the reviewed plans, documents, or reports to the City Engineer; and
- Re-review the corrected plans, documents, or reports after the corrections revisions have been made by the proponent's engineer.

Additional work scope may include collecting and incorporating review comments from other city departments such as parks, maintenance or planning and coordinating their review comments with HDR's review comments.

SERVICES OR MATERIALS PROVIDED BY THE CITY

- One set of the plans, reports, or documents to be reviewed;
- All conditions of approvals or other requirements that have been imposed on the project by the City or other applicable agency;
- Copies of the latest city codes, regulations, development standards and criteria that are applicable to the review process; and
- Maps, plans, or other data that may impact or be pertinent to the review of the project.

REIMBURSABLES

- Fees for reprographics and postage
- Mileage

PROJECT SCHEDULE

The time to review a project will be dependent on the scope of the review to be done, and the size and complexity of the project. HDR and the City will negotiate a review scope of work and review turnaround time for each project. After a scope of work and length of review time is agreed upon between HDR and the City, HDR will begin its review work within three working days thereafter.

GIGHARBORONCALL-1
4/16/2004

DAVID EVANS AND ASSOCIATES, INC.
 3700 PACIFIC HIGHWAY EAST, SUITE 311
 TACOMA, WA. 98424
 253-922-9780

CITY OF GIG HARBOR
 ON-CALL REVIEW SERVICES
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Sr. Planner	Project Eng.	Design Eng.	Controller	Clerical	Subtask	Expenses	Total
		\$ 140.00	\$ 105.00	\$ 96.50	\$ 83.52	\$ 72.66	\$ 57.60	Total		
	ON CALL REVIEW WORK WILL BE DONE ON A TIME AND EXPENSE BASIS. LABOR RATES NOT ON THIS RATE SHEET WILL BE CHARGED AT THEIR STANDARD HOURLY BILLING RATE.									
Project Management										
	EXPENSES--POSTAGE, MILEAGE, AND SIMILAR DIRECT EXPENSES									
Expenses										

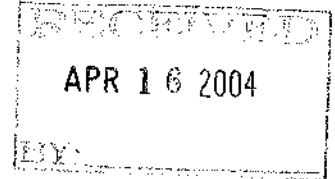
WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
3000 Pacific Ave SE - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

April 14, 2004

SPECIAL OCCASION # 092801

PRISON PET PARTNERSHIP PROGRAM
9601 BUJAUCH RD
GIG HARBOR, WA 98335



DATE: MAY 22, 2004

TIME: 4PM TO 9PM

PLACE: BEST WESTERN WESLEY INN - 6575 KIMBALL DR, GIG HARBOR

CONTACT: HOLLY BUKES - 253-241-9403

SPECIAL OCCASION LICENSES

- * License to sell beer on a specified date for consumption at specific place.
- * License to sell wine on a specific date for consumption at a specific place.
- * Beer/Wine in unopened bottle or package in limited quantity for off premises consumption.
- * Spirituous liquor by the individual glass for consumption at a specific place.

If return of this notice is not received in this office within 20 days from the above date, we will assume you have no objection to the issuance of the license. If additional time is required please advise.

1. Do you approve of applicant? YES__ NO__
2. Do you approve of location? YES__ NO__
3. If you disapprove and the Board contemplates issuing a license, do you want a hearing before final action is taken? YES__ NO__

<u>OPTIONAL CHECK LIST</u>	<u>EXPLANATION</u>	
LAW ENFORCEMENT	_____	YES__ NO__
HEALTH & SANITATION	_____	YES__ NO__
FIRE, BUILDING, ZONING	_____	YES__ NO__
OTHER:	_____	YES__ NO__

If you have indicated disapproval of the applicant, location or both, please submit a statement of all facts upon which such objections are based.

DATE SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE

NOTICE OF LIQUOR LICENSE APPLICATION



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

TO: CITY OF GIG HARBOR
RE: NEW APPLICATION

DATE: 4/12/04

UBI: 601-959-102-001-0001

RECEIVED
APR 14 2004
BY:

License: 086344 - 1J County: 27
Tradename: THE ROSE OF GIG HARBOR
Address: 3202 HARBORVIEW DR
GIG HARBOR WA 98335-2125

APPLICANTS:
THE ROSE OF GIG HARBOR, L.L.C.
ALTMAN, MORTON I
1942-06-27
ALTMAN, NANCY S
1949-07-01

Phone No.: 253-853-7990 NANCY ALTMAN

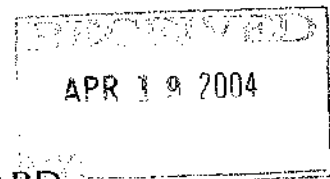
Privileges Applied For:
BEER/WINE REST - BEER/WINE

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

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

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD

3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

April 15, 2004

Mayor of Gig Harbor

This is to notify you that:

MARCO'S RESTAURANT
7707 PIONEER WAY
GIG HARBOR, WA 98335-1132
LICENSE #074950 - 1J
UBI 601-445-564-001-0001

discontinued sales and service of liquor at the above location on February 29, 2004.

This is for your information and records.

Merwil V. Guzman
MERWIL V. GUZMAN, Customer Service Specialist
Special Licenses & Permits
360-664-1616

cc: Tacoma Enforcement Office
File





COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: STEVE OSGUTHORPE, AICP *S.O.*
PLANNING & BUILDING MANAGER
SUBJECT: FIRST READING OF ORDINANCES ADOPTING REGULATIONS IN
TITLE 6 AND TITLE 17 REGULATING BEEKEEPING
DATE: APRIL 21, 2004

INFORMATION/BACKGROUND

When the issue of beekeeping was last presented to the City Council, it was presented as a proposed amendment to the zoning code (Title 17) regulating both bees and animals. The regulations were presented with the Planning Commission's recommendation to also amend Title 6 to address bees as a nuisance factor. The Council therefore directed the staff to draft an ordinance amending the nuisance provisions of Title 6, but also to eliminate regulation of animals other than bees from the proposed amendments to Title 17.

Two ordinances have therefore been drafted for the Council's consideration – a nuisance ordinance and a zoning code ordinance: The nuisance ordinance would amend Title 6 to regulate beekeeping in a manner similar to regulations adopted in Pierce County and Sacramento, California. The ordinance would adopt standards defining and regulating beekeeping according to lot size, the number of hives and colonies allowed, and the location of hives. The nuisance ordinance includes a more detailed description of what conditions constitute a nuisance warranting abatement. In addition, the nuisance ordinance allows the Council to withdraw beekeeping privileges from an individual property if an abutting property owner proves the existence of a medical condition incompatible with the close proximity to beekeeping operation.

The zoning code ordinance would amend Title 17 to include basically the same provisions as those in the nuisance ordinance in terms of hive placement, except that it would not include provisions for withdrawing beekeeping privileges; nor would it address the abatement of any nuisance created by bees.

POLICY CONSIDERATIONS

Standards adopted under Title 6 are enforced by the Police Department if the penalty is criminal sanctions. However, there are also provisions for abatement and civil penalties; standards adopted in Title 17 are enforced by the Community Development Department.

ENVIRONMENTAL ANALYSIS

A SEPA threshold Determination of Non-significance (DNS) was issued for the proposed amendments to Title 17 on January 7, 2004. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on October 29, 2003. The threshold determination became final on March 8, 2004. The deadline for appealing the determination is March 22, 2003 at 5pm, after which time, if no appeals have been filed, the City Council may take action on this amendment. To date no appeals have been filed and no SEPA public comment has been received.

SEPA has not yet been completed on the proposed amendments to Title 6 because this ordinance was just recently drafted. A SEPA threshold determination will be published in the Peninsula Gateway and sent to appropriate State agencies on Wednesday, April 28, 2004. The deadline for appealing the SEPA determination will therefore be May 21, 2004. Final action on the ordinance could therefore be no earlier May 24, 2004. Action on the Title 17 ordinance may be taken at the next scheduled Council meeting.

FISCAL IMPACTS

There are no fiscal impacts associated with this proposal.

RECOMMENDATION

Both attached ordinances would regulate the placement of hives in the same manner. It is therefore not necessary to adopt both ordinances. The only advantage to having the regulations in both chapters is that people customarily refer to the zoning code to determine what regulations may apply to their property. The staff recommends adoption of the Title 6 nuisance regulations only.

Attachments:

Draft Ordinances

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BEEKEEPING, ADOPTING DEFINITIONS, ADDRESSING HIVE PLACEMENT; DECLARATING NUISANCES, DESCRIBING ENFORCEMENT PROCEDURES, VIOLATIONS AND PENALTIES, ESTABLISHING AN APPEAL PROCESS, ADDING A NEW CHAPTER 6.10 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City acknowledges that where beekeeping exists next to residentially-developed property, beekeeping occasionally becomes the subject of nuisance complaints; and

WHEREAS, the City further acknowledges that in some instances, residential property owners may have medical conditions caused by beestings that would constitute a higher than normal hospitalization or death-threatening event; and

WHEREAS, where beekeeping jeopardizes, endangers or otherwise constitutes an actual, potential or perceived menace to public health or safety, the City desires to control beekeeping as a nuisance under the procedures in this Ordinance; and

WHEREAS, the City SEPA Responsible Official issued a _____ under SEPA for this Ordinance on _____, 2004; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____; Now, Therefore,

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

Section 1. A new chapter 6.10 is hereby added to the Gig Harbor Municipal Code, to read as follows:

BEEKEEPING

Sections:

- 6.10.010 Policy and Purpose.**
- 6.10.020 Definitions.**
- 6.10.030 Beekeeping – Maintenance of Colonies.**
- 6.10.040 Hive Placement.**
- 6.10.050 Nuisance Declared.**

- 6.10.060 Enforcement.**
 - 6.10.070 Violation – Penalty.**
 - 6.10.080 Appeals.**
-

6.10.010. Policy and Purpose.

A. Where beekeeping and non-agricultural uses exist side by side, beekeeping occasionally becomes the subject of nuisance complaints. It is the intent of this Chapter to clarify the circumstances under which beekeeping shall be considered a nuisances.

B. This chapter is intended to address beekeeping complaints on individual properties, by either the withdrawal of beekeeping privileges or abatement through statutory nuisance procedures.

C. This chapter is intended to be supplemental to the procedures in chapter 15.60 RCW, and in case of any conflict, chapter 15.60 RCW shall govern.

6.10.020. Definitions.

As used in this Chapter, the following definitions shall apply:

A. "Abandoned hive(s)" means any hive with or without bees, that evidences a lack of being properly managed, or is otherwise not managed and/or left without authorization on the property of another, or is on public land.

B. "Apiary" means a site where hives of bees or hives are kept or found.

C. "Colony" means a natural group of bees having a queen(s).

D. "Fence" means any obstruction through which bees will not readily fly.

E. "Hive(s)" means a manufactured receptacle or container prepared for the use of bees, including movable frames, combs, and substances deposited into the hive by bees.

E. "Honey bee(s)" means any life stages of the species *Apis Mellifera*.

6.10.030. Beekeeping – Maintenance of Colonies.

A. Honey bee colonies shall be maintained in the following condition:

1. All honey bee hives shall be registered with the Washington State Department of Agriculture and comply with Chapter 15.60 RCW and Rules adopted thereunder.

2. Colonies shall be maintained in movable-frame hives, unless exempted by the Washington State Department of Agriculture as an educational exhibit.

3. Adequate handling techniques, such as requeening, should be employed, and adequate space in the hive should be maintained in order to minimize swarming.

4. Apiaries shall be managed and kept in a clean and orderly condition.

6.10.040. Hive Placement Requirements. Hives in all areas of Gig Harbor shall adhere to the following:

A. Placement of hives or beekeeping in any manner is allowed only on lots of one (1) acre or more.

B. Hives shall be at least 30 feet away from a property line, with the hive(s) entrance(s) facing away from or parallel to the nearest property line.

C. The number of hives accessory to single-family dwellings shall be limited to four (4) hives, each with only one colony.

Exception:

1. Beekeeping privileges may be withdrawn from any property by written notification to the property owner by the Gig Harbor City Council. Withdrawal must be done with cause, however, the cause need not be the fault of the beekeeper, nor be a factor that is under the control of the beekeeper. Any condition or combination of circumstances, which, the City Council determines jeopardizes, endangers or otherwise constitutes an actual, potential or perceived menace to public health or safety will constitute valid cause to withdraw the beekeeping privileges on any property. The procedure for the withdrawal of beekeeping privileges is set forth in Section 6.10.080 herein.

D. A consistent source of water shall be provided as appropriate at the apiary. This requirement is intended to discourage bee visitation at swimming pools, hose bibs, animal watering sources, bird baths, or where people congregate.

6.10.050 Nuisance Declared. It shall be the duty of all persons keeping hives of honey bees or having other stinging insects as described below, in or upon their property or premises, to prevent the following:

A. Colonies of bees which are defensive or exhibit objectionable behavior, or which interfere with the normal use of property, or the enjoyment of persons, animals or adjacent property.

D. Hives of bees which do not conform to GHMC Section 6.10.040.

E. An abandoned hive(s).

D. All other nests (colonies) of stinging insects such as yellow jackets, hornets, and wasps which exhibit objectionable behavior or interfere with normal use of property, or the enjoyment of persons, animals or adjacent property.

E. All nests, hives, or colonies of Africanized honey bees (*Apis Mellifera Scutellata*) except those which are permitted in RCW 15.60.140.

Each of the above-described conditions shall constitute a nuisance pursuant to RCW 9.66.010, and may be abated by the City of Gig Harbor, pursuant to chapter 9.66 RCW. In the alternative, the City may determine that each of the above-describe conditions shall constitute a nuisance pursuant to RCW 7.48.130, and may be abated by the City of Gig Harbor, pursuant to chapter 7.48 RCW.

6.10.070. Violation – Penalty.

Any person, firm or corporation in determined by a court of competent jurisdiction to be in violation of any provision of this Chapter shall, upon conviction thereof, be guilty of a misdemeanor. The penalty for such violation shall be imprisonment for a maximum term fixed by the court of not more than 90 days, or by a fine in amount fixed by the court in an amount of not more than \$5,000, or by both such fine and imprisonment.

In the alternative, the City may seek to abate the nuisance and obtain civil penalties consistent with RCW 7.48.250.

6.10.080 Withdrawal of Beekeeping Privileges.

Beekeeping privileges may be withdrawn from any property under the following procedures:

A. A complaint may be filed regarding beekeeping on any property in Gig Harbor. This complaint shall be forwarded to the Gig Harbor Administrator for scheduling on the Gig Harbor City Council meeting schedule. Notice shall be

provided to the complainant and the affected beekeeper that the City Council will hold a hearing for the purpose of determining whether the affected beekeeper's privileges should be withdrawn.

B. The City Council shall hold a public hearing on the complaint. A complainant may submit written documentation over a medical doctor's signature certifying that the medical condition caused by beestings to a resident of abutting property would constitute a higher than normal death threatening or hospitalization event. The City Council's verification of the written documentation shall constitute sufficient cause to withdraw the privilege of beekeeping from any specific abutting property. In addition, abnormally aggressive behavior by bees toward defending their hive beyond the property line may constitute sufficient cause to withdraw the privilege of beekeeping from any specific property. The Council will accept public testimony and after the close of the public hearing, deliberate on the matter.

C. After the close of the public hearing, the City Council shall direct staff to draft a written decision on the complaint. This written decision may withdraw beekeeping privileges from any property in the City, based on the evidence presented during the hearing. The decision will document the City Council's rationale for withdrawal of such privileges, including a description of the situation which jeopardizes, endangers or otherwise constitutes an actual, potential or perceived menace to public health and safety.

D. The written decision shall issue within 30 days of the public hearing on the complaint. It may be appealed to the Pierce County Superior Court within 21 days after issuance.

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: _____

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, REGULATING THE KEEPING OF BEES IN RESIDENTIAL ZONES AS ACCESSORY USES; ADDING NEW SECTIONS 17.01.100 AND 17.04.105 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City has no regulations for the keeping of bees in the City limits; and

WHEREAS, the City Council desires to adopt regulation for the keeping of bees as accessory uses to residential dwellings; and

WHEREAS, the City Council desires to clarify that the regulations for the keeping of bees as an accessory use to residential dwellings will not allow businesses incompatible with residential uses; and

WHEREAS, the City's SEPA Responsible Official has issued a determination of Non-significance (DNS) for this ordinance on January 7, 2004; and

WHEREAS, the City sent a copy of the proposed text amendment to the Washington State Office of Community, Trade and Economic Development on January 7, 2004; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on February 19, 2004; and recommended approval to the City Council; and

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

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

Section 1. A new section 17.01.100 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.01.100 Beekeeping in Residential Zones

A. The keeping of bees in residential zones is subject to the requirements of this section and, if kept for a business or commercial purpose, Chapter 17.84.

B. Beekeeping. The keeping of honey bees is permitted as an accessory use to a single-family dwelling in zones allowing residential uses provided the following conditions are met:

1. The property owner must register with the Washington State Department of Agriculture;

2. Up to four (4) hives, each with only one colony, are allowed only on lots of one (1) acre or more;

3. Hive shall not be located within thirty (30) feet of any property line;
4. The honey bees must be maintained in a movable frame hive at all times.

Section 2. A new section 17.04.105 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

17.04.105 Beekeeping

"Beekeeping" means the act of raising or keeping any number of honey bees for honey, pollination, medical purposes or recreational enjoyment.

Section 3. 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 4. 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 on its date of introduction pursuant to Section 1.08.020(B) GHMC, after having receiving an affirmative vote of a majority plus one of the whole membership of the Council, and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2004.

APPROVED:

MAYOR, GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND FIRST READING OF AN ORDINANCE -
BUILDING SIZE ANALYSIS
DATE: APRIL 26, 2004

INFORMATION/BACKGROUND

At the direction of Council, a draft Ordinance has been prepared which implements the recommendations outlined in the January 12, 2004 Building Size Analysis report prepared by Perteet Engineering. 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.

Staff issued an integrated SEPA/GMA notice for the draft Ordinance on February 23, 2004. The State agency comment deadline was April 16, 2004 and no comments were received. 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.

Notice of the public hearing was mailed to approximately 4,439 addresses (homes, apartments, businesses, & post office boxes) within the City on April 12, 2004. Additionally, notice was posted on the City website, posted at the Gig Harbor Civic Center, and published in the Peninsula Gateway (April 7, 2004).

In order to clarify the intent of the recommendations and respond to recent public comment, I offer the following proposed amendments and additions for consideration by the Council:

- Limit the increase in square footage from 35,000 to 65,000 in the General Business (B-2) district to the Olympic Village Activity Center and the Westside General Business (B-2) district;
- Reduce the square footage in the General Business (B-2) district from 35,000 to 20,000;
- Limit the proposed rezone of the area north of the existing Waterfront Millville (WM) located along Harborview Drive near the intersection with Stinson Avenue to the four southerly most parcels now zoned Waterfront Commercial (WC) and initiate a rezone of the Gig Harbor Yacht Club property on Stinson Avenue from Residential and Business (RB-1) to Single-Family Residential (R-1);

- In order to address the concerns over the size of professional office buildings currently under construction in the downtown area and to preserve the retail character of the downtown/Finholm area, I would suggest that street level professional office space in the Downtown Business (DB) district and the General Business District (B2) district in the Finholm area (Head of the Bay and Corner of the Bay Activity Centers as defined in the City Design Manual) be limited to no more than 2,500 square feet. In the Waterfront Commercial (WC) district professional office uses of the street level portion of the structure would be limited to no more than 50% of the street level floor area. Any remaining ground floor space would be required to be dedicated to pedestrian oriented uses (i.e. restaurant, retail, services, etc.);
- In order to preserve the character of the Finholm/Harborview Drive area (Head of the Bay and Corner of the Bay Activity Centers as defined in the City Design Manual) and in the General Business (B-2) districts abutting Burnham Drive, Harborview Drive, and North Harborview Drive, non-residential structures should be limited to no more than 6,000 square feet in size;
- Initiate an area wide rezone of the four parcels located in the northwest corner of the Downtown Business (DB) district along Rosedale Street to a Medium-Density Residential (R-2) designation; and
- Limit the size of all structures (both residential and non-residential) in the waterfront zones (Waterfront Residential, Millville, and Commercial) to a maximum gross floor area of 3,500 square feet.

RECOMMENDATION

Staff recommends adoption of the ordinance, as amended and consideration of legal counsel, following the second reading.

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, 17.40.055, 17.46.040, 17.48.040, 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 Pertect 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 is desirous of limiting building sizes throughout the City in order to preserve waterfront views and the character of established areas by limiting the size and scale of structures;

WHEREAS, the City Council held a legally advertised public hearing to accept testimony on this Ordinance on April 26, 2004; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of April 26 and May 10, 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.). The use of the street level as business and professional offices is limited to a maximum of 2,500 square feet.

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~~ 20,000 square feet, except that in the Olympic Village Activity Center and the Westside General Business (B-2) district the maximum gross floor area per commercial structure is 65,000 square feet. In the Head of the Bay and Corner of the Bay Activity Centers as defined in the City Design Manual and in the General Business (B-2) districts abutting Burnham Drive, Harborview Drive, and North Harborview Drive, the maximum gross floor area per non-residential structure is 6,000 square feet and the use of the street level as business and professional offices is limited to a maximum of 2,500 square feet.

The Olympic Village Activity Center (as defined in the City Design Manual) and the Westside General Business (B-2) district are depicted on Exhibit A.

Section 8. Commercial District (C-1), Section 17.40.055 of the Gig Harbor

Municipal Code is hereby amended to read as follows:

17.40.55 Maximum gross floor area.

The maximum gross floor area per commercial structure is 65,000 square feet, except that in the Head of the Bay and Corner of the Bay activity Centers as defined in the City Design Manual the maximum gross floor area per commercial structure is 6,000 square feet.

Section 9. 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 structure

Section 10. Waterfront Millville (WM), Section 17.48.040 of the Gig Harbor

Municipal Code is hereby amended to read as follows:

17.48.040 Development standards.

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

* * *

I. Maximum gross floor area N/A N/A 3,500 sq. ft. per lot

Section 11. 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 structure. The use of the street level of non-residential structures as professional offices is limited to a maximum of fifty percent (50%) of the street level floor area.

Section 12. 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. The area is further defined as being parcel numbers 0221053050, 074, 002, and 094 as graphically depicted in Exhibit B. This area is now zoned Waterfront Commercial (WC) and is proposed to be zoned Waterfront Millville (WM). Additionally, the Community Development Director is hereby directed to initiate a rezone of the Gig Harbor Yacht Club parcel located on Stinson Avenue from Residential

and Business (RB-1) to Single-Family Residential (R-1). The area is further defined as being parcel number 0221053096. This rezone will follow the process outlined in Section 19.01.005 of the Gig Harbor Municipal Code.

Section 13. 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 14. Area Wide Rezone. The Community Development Director is hereby directed to initiate an area wide rezone of the area of the four parcels located in the northwest corner of the Downtown Business (DB) district along Rosedale Street to a Medium-Density Residential (R-2) designation. The area is further defined as being parcel numbers 0221082059, 197, 198, and 199 as graphically depicted in Exhibit C. This rezone will follow the process outlined in Section 19.01.005 of the Gig Harbor Municipal Code.

Section 15. 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 16. 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

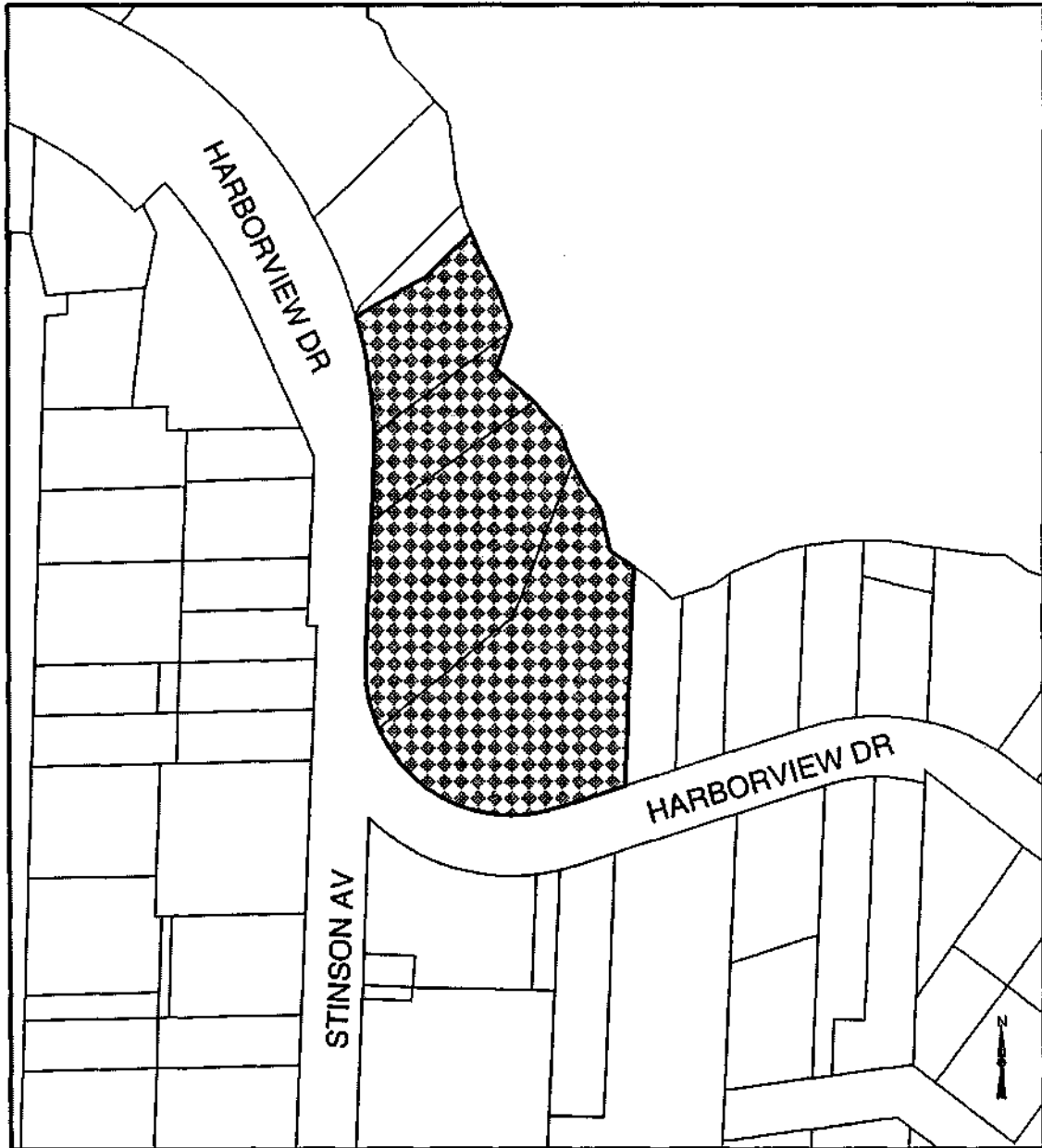
APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____
CAROL A. MORRIS

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

Exhibit "B"

Ordinance _____

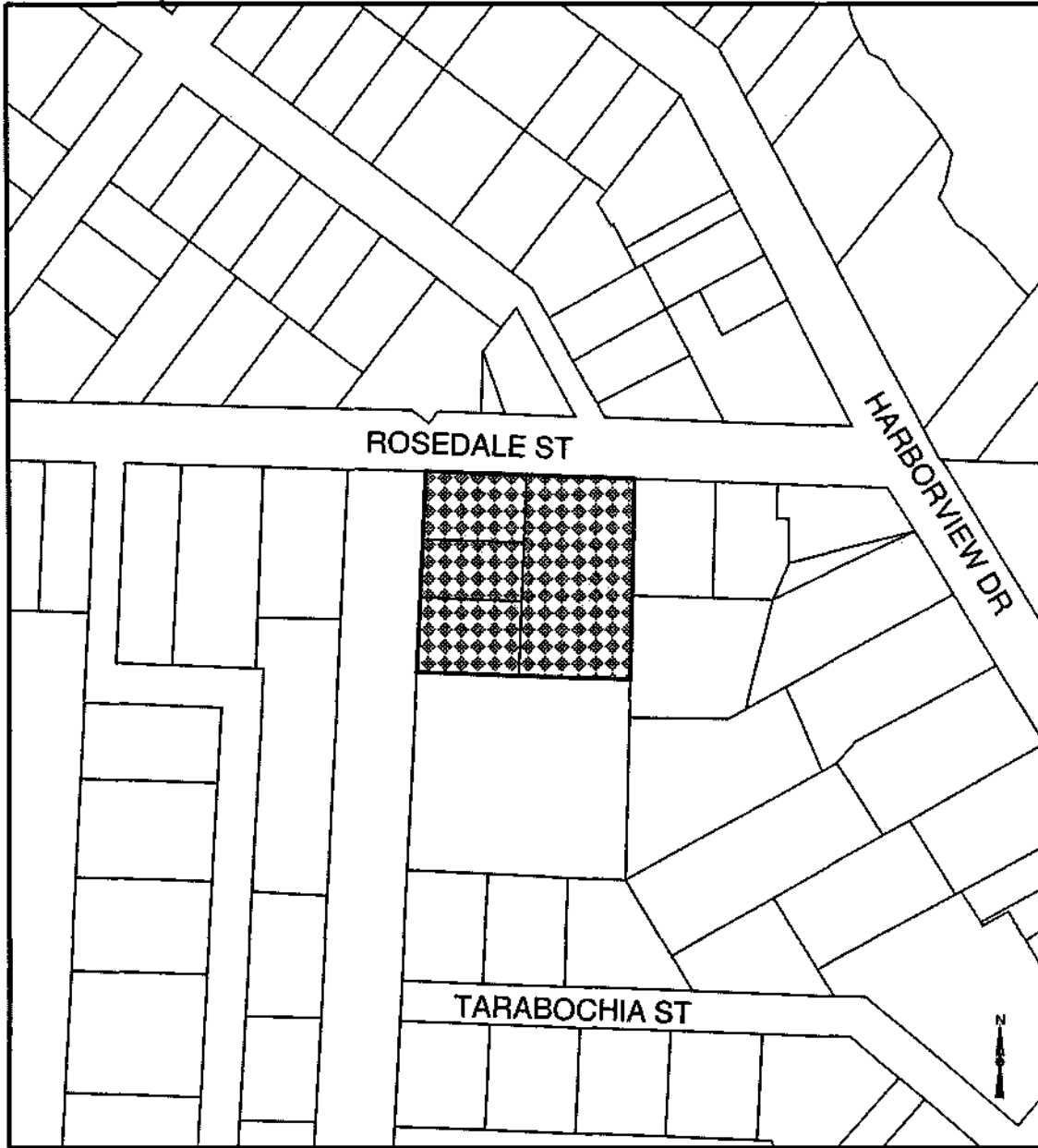


Proposed Area-Wide Rezone

from Waterfront Commercial (WC) to Waterfront Millville (WM)

Exhibit "C"

Ordinance _____



Proposed Area-Wide Rezone

from Downtown Business (DB) to
Medium-Density Residential (R-2)

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, 17.40.055, 17.46.040, 17.48.040, 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.



TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR
DATE: APRIL 19, 2004
SUBJECT: 1st QUARTER FINANCIAL REPORTS

The financial reports for the first quarter of 2004 are attached.

Total resources, including revenues and beginning cash balances for all funds, are 55% of the annual budget (as compared to 42% in 2003). Beginning fund balance for all funds in the current fiscal year was \$8,722,000. Revenues, excluding cash balances, are at 19% of the annual budget while expenditures are at 13% (Last year 1st quarter revenues were 15% of budget, while the percentage for expenditures was identical to the prior year).

General Fund 1st quarter revenues (excluding beginning balance) are at 24% of budget. Sales tax receipts for the quarter are slightly ahead of pace at 26% of budget. Property taxes are at 3% of budget. The major property tax distributions are collected in the second and fourth quarters.

General Fund expenditures are at 16% of budget. All General Fund departments are within first quarter budgeted expenditures.

Street Fund revenues and expenditures, excluding beginning and ending fund balances are at 4% and 9% of budget, respectively.

Water, Sewer and Storm revenues are at 21% (23%), 24% (22%) and 19% (17%) of budget, while expenditures are at 15% (16%), 18% (15%) and 13% (10%) of budget, respectively. 2003 percentages are in parenthesis.

All funds have adequate cash on hand to meet upcoming obligations.

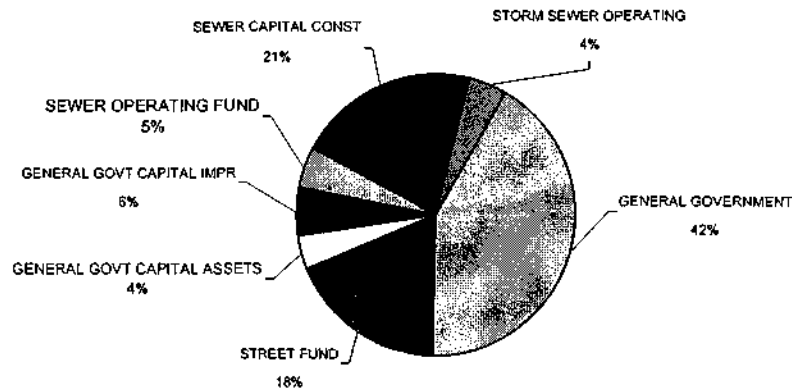
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF March 31, 2004**

FUND NO.	DESCRIPTION	BEGINNING			OTHER		ENDING BALANCE
		BALANCE	REVENUES	EXPENDITURES	CHANGES	BALANCE	
001	GENERAL GOVERNMENT	\$ 2,682,190	\$ 1,517,782	\$ 1,182,527	\$ (527,069)	\$ 2,490,375	
101	STREET FUND	1,423,372	66,231	206,365	(200,231)	1,083,007	
105	DRUG INVESTIGATION FUND	1,100	31	-	-	1,131	
107	HOTEL-MOTEL FUND	262,552	34,768	80,865	(9,050)	207,405	
108	PUBLIC ART CAPITAL PROJECTS	-	-	-	-	-	
109	PARK ACQUISITION FUND	525,937	562	-	(466,061)	60,438	
110	CIVIC CENTER DEBT RESERVE	1,000,453	1,291	-	-	1,001,744	
208	91 GO BONDS & 97 LTGO BONDS	54,689	127	-	-	54,815	
209	2000 NOTE REDEMPTION FUND	2,740	7	-	-	2,747	
210	LID NO. 99-1 GUARANTY	-	-	-	-	-	
301	GENERAL GOVT CAPITAL ASSETS	176,725	47,206	-	-	223,930	
305	GENERAL GOVT CAPITAL IMPR	281,577	47,477	-	-	329,053	
309	IMPACT FEE-TRUST AGENCY FUND	189,193	68,349	-	-	257,543	
401	WATER OPERATING FUND	254,438	153,507	127,941	(56,857)	223,147	
402	SEWER OPERATING FUND	178,563	359,368	257,739	567	280,759	
407	UTILITY RESERVE	36,253	126	-	-	36,378	
408	UTILITY BOND REDEMPTION	10,319	17,449	17,416	(325)	10,027	
410	SEWER CAPITAL CONST	1,210,703	68,048	5,218	(16,823)	1,256,710	
411	STORM SEWER OPERATING FUND	228,729	79,921	77,691	31,192	262,151	
420	WATER CAPITAL ASSETS	200,959	20,790	10,024	(32,695)	179,030	
605	LIGHTHOUSE MAINTENANCE TRUST	1,781	5	-	-	1,786	
631	MUNICIPAL COURT	-	16,037	10,754	(5,284)	-	
		\$ 8,722,272	\$ 2,499,081	\$ 1,976,540	\$ (1,282,636)	\$ 7,962,175	

**COMPOSITION OF CASH AND INVESTMENTS
AS OF March 31, 2004**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		0.9500%	158,543
LOCAL GOVERNMENT INVESTMENT POOL		1.0334%	6,702,301
FEDERAL HOME LOAN BANK	03/17/06	2.5500%	600,000
FEDERAL HOME LOAN BANK	04/22/04	2.5000%	501,032
			\$ 7,962,175

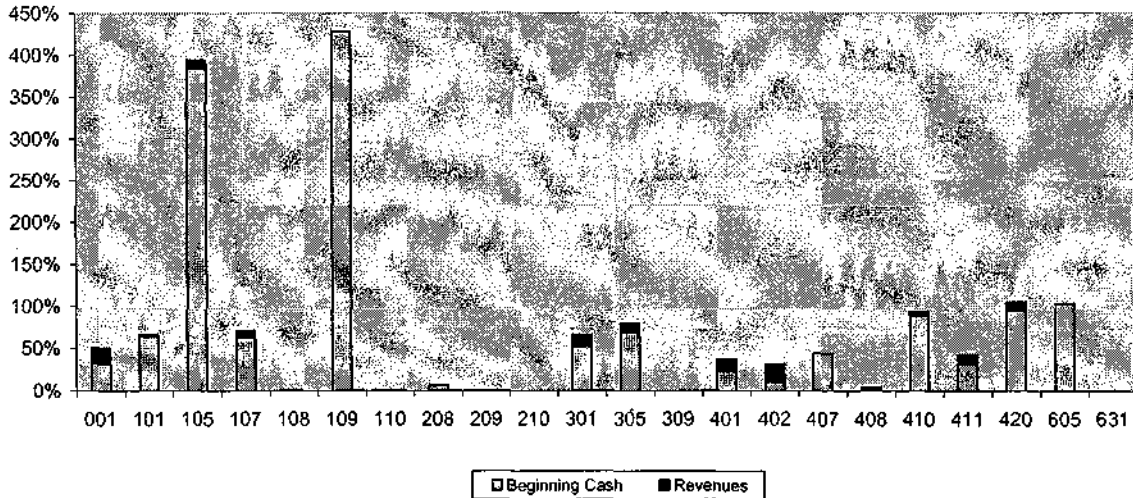
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF March 31, 2004**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 8,383,870	\$ 4,199,972	\$ 4,183,698	50.10%
101	STREET FUND	2,239,377	1,489,603	749,774	66.52%
105	DRUG INVESTIGATION FUND	287	1,131	-844	394.06%
107	HOTEL-MOTEL FUND	423,922	297,320	126,602	70.14%
108	PUBLIC ART CAPITAL PROJECTS	10,250		10,250	
109	PARK ACQUISITION FUND	122,970	526,499	-403,529	428.15%
110	CIVIC CENTER DEBT RESERVE	1,427,850	1,001,744	426,106	70.16%
208	91 GO BONDS & 97 LTGO BONDS	918,385	54,815	863,570	5.97%
209	2000 NOTE REDEMPTION FUND	121,204	2,747	118,457	2.27%
210	LID NO. 99-1 GUARANTY	82,785		82,785	
301	GENERAL GOVT CAPITAL ASSETS	339,348	223,930	115,418	65.99%
305	GENERAL GOVT CAPITAL IMPROVEMENT	413,154	329,053	84,101	79.64%
309	IMPACT FEE-TRUST AGENCY FUND	150,000	257,543	-107,543	171.70%
401	WATER OPERATING	1,103,761	407,945	695,816	36.96%
402	SEWER OPERATING	1,713,315	537,931	1,175,384	31.40%
407	UTILITY RESERVE	82,919	36,378	46,541	43.87%
408	UTILITY BOND REDEMPTION FUND	648,886	27,768	621,118	4.28%
410	SEWER CAPITAL CONSTRUCTION	1,352,715	1,278,751	73,964	94.53%
411	STORM SEWER OPERATING	719,900	308,651	411,249	42.87%
420	WATER CAPITAL ASSETS	210,094	221,749	-11,655	105.55%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,786	-65	103.76%
631	MUNICIPAL COURT		16,037	-16,037	
		\$ 20,466,513	\$ 11,221,353	\$ 9,245,160	54.83%

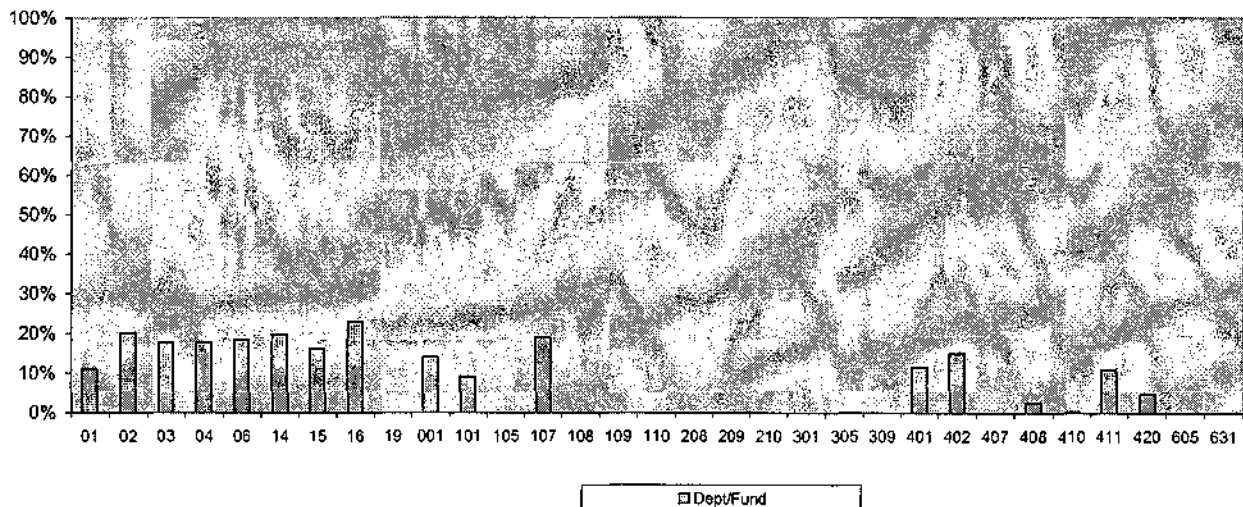
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING March 31, 2004**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,325,700	\$ 260,655	\$ 2,065,045	11%
02	LEGISLATIVE	30,600	6,173	24,427	20%
03	MUNICIPAL COURT	423,420	74,869	348,551	18%
04	ADMINISTRATIVE/FINANCIAL	700,160	124,591	575,569	18%
06	POLICE	1,963,950	363,521	1,600,429	19%
14	COMMUNITY DEVELOPMENT	950,850	188,135	762,715	20%
15	PARKS AND RECREATION	678,550	109,965	568,585	16%
16	BUILDING	236,900	54,619	182,281	23%
19	ENDING FUND BALANCE	1,073,540	-	1,073,540	
001	TOTAL GENERAL FUND	8,383,670	1,182,527	7,201,143	14%
101	STREET FUND	2,239,377	206,365	2,033,012	9%
105	DRUG INVESTIGATION FUND	287	-	287	
107	HOTEL-MOTEL FUND	423,922	80,865	343,057	19%
108	PUBLIC ART CAPITAL PROJECTS	10,250	-	10,250	
109	PARK ACQUISITION FUND	122,970	-	122,970	
110	CIVIC CENTER DEBT RESERVE	1,427,850	-	1,427,850	
208	91 GO BONDS & 97 LTGO BONDS	918,385	-	918,385	
209	2000 NOTE REDEMPTION FUND	121,204	-	121,204	
210	LID NO. 99-1 GUARANTY	82,785	-	82,785	
301	GENERAL GOVT CAPITAL ASSETS	339,348	-	339,348	
305	GENERAL GOVT CAPITAL IMPROVEMENT	413,154	-	413,154	
309	IMPACT FEE-TRUST AGENCY FUND	150,000	-	150,000	
401	WATER OPERATING	1,103,761	127,941	975,820	12%
402	SEWER OPERATING	1,713,315	257,739	1,455,576	15%
407	UTILITY RESERVE	82,919	-	82,919	
408	UTILITY BOND REDEMPTION FUND	648,886	17,416	631,470	3%
410	SEWER CAPITAL CONSTRUCTION	1,352,715	5,218	1,347,497	0%
411	STORM SEWER OPERATING	719,900	77,691	642,209	11%
420	WATER CAPITAL ASSETS	210,094	10,024	200,070	5%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	-	1,721	
631	MUNICIPAL COURT	-	10,754	(10,754)	
		\$ 20,466,513	\$ 1,976,540	\$ 18,489,973	10%

Expenditures as a Percentage of Annual Budget



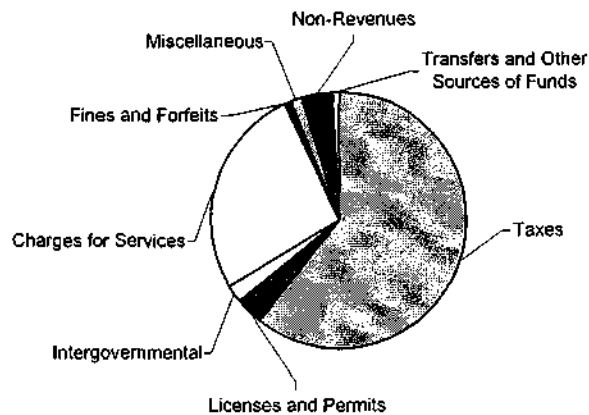
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING March 31, 2004**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 1,511,304
Licenses and Permits	94,423
Intergovernmental	50,972
Charges for Services	671,307
Fines and Forfeits	18,773
Miscellaneous	33,721
Non-Revenues	101,163
Transfers and Other Sources of Funds	17,416
Total Revenues	2,499,081
Beginning Cash Balance	8,722,272
Total Resources	\$ 11,221,353

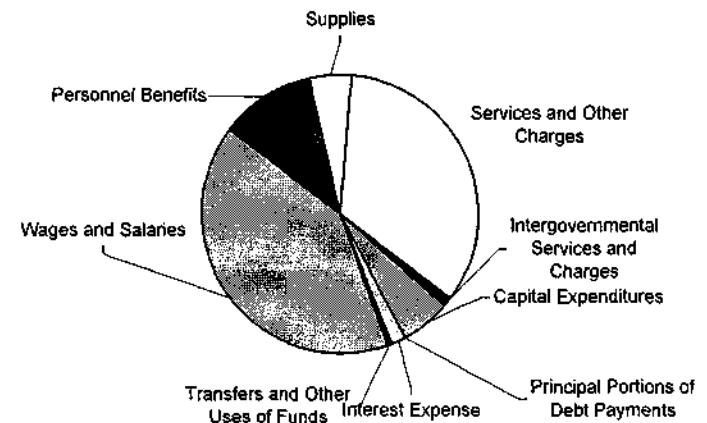
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING March 31, 2004**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 807,248
Personnel Benefits	218,250
Supplies	102,094
Services and Other Charges	669,838
Intergovernmental Services and Charges	18,347
Capital Expenditures	115,176
Principal Portions of Debt Payments	
Interest Expense	34,833
Transfers and Other Uses of Funds	10,754
Total Expenditures	1,976,540
Ending Cash Balance	7,962,176
Total Uses	\$ 9,938,716

Revenues by Type - All Funds



Expenditures by Type - All Funds



CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2004

	SPECIAL REVENUE FUNDS											TOTAL SPECIAL REVENUE
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL - MOTEL	108 PUBLIC ART PROJECTS	109 PARK ACQUISITION	110 CIVIC CENTER DEBT RESERVE	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	
CASH	\$ 42,763	\$ 25,048	\$ 1,083	\$ 4,797	\$ -	\$ 1,388	\$ 11,581	\$ 5,179	\$ 7,611	\$ 5,957	\$ 41	\$ 62,694
INVESTMENTS	2,547,613	1,057,958	48	202,808	-	59,040	990,163	218,751	321,443	251,586	1,744	3,103,342
RECEIVABLES	46,924	35,113	-	-	-	-	-	-	-	-	-	35,113
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	2,637,300	1,118,120	1,131	207,405	-	60,438	1,001,744	223,930	329,053	257,543	1,786	3,201,149
LIABILITIES												
CURRENT	20,594	150,109	-	-	-	-	-	-	-	-	-	150,109
LONG TERM	32,776	28,908	-	-	-	-	-	-	-	-	-	28,908
TOTAL LIABILITIES	53,371	179,017	-	-	-	-	-	-	-	-	-	179,017
FUND BALANCE:												
BEGINNING OF YEAR	2,248,674	1,079,237	1,100	253,502	-	59,876	1,000,453	176,725	281,577	188,193	1,781	3,043,443
Y-T-D REVENUES	1,517,782	66,231	31	34,768	-	562	1,291	47,206	47,477	68,349	5	285,919
Y-T-D EXPENDITURES	(1,182,527)	(206,365)	-	(80,885)	-	-	-	-	-	-	-	(287,230)
ENDING FUND BALANCE	2,583,929	939,103	1,131	207,405	-	60,438	1,001,744	223,930	329,053	257,543	1,786	3,022,132
TOTAL LIAB. & FUND BAL.	2,637,300	1,118,120	1,131	207,405	-	60,438	1,001,744	223,930	329,053	257,543	1,786	3,201,149

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2004

	208 91 GO BONDS SCOUNDVIEW DR	209 2000 NOTE REDEMPTION	210 LID 89-1 GUARANTY	TOTAL DEBT SERVICE
CASH	\$ 1,130	\$ 64	\$ -	\$ 1,194
INVESTMENTS	53,685	2,683	-	56,369
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
TOTAL ASSETS	<u>56,103</u>	<u>2,747</u>	<u>-</u>	<u>58,849</u>
LIABILITIES				
CURRENT	-	-	-	-
LONG TERM	-	-	-	-
TOTAL LIABILITIES	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>
FUND BALANCE:				
BEGINNING OF YEAR	55,976	2,740	-	58,716
Y-T-D REVENUES	127	7	-	134
Y-T-D EXPENDITURES	-	-	-	-
ENDING FUND BALANCE	<u>56,103</u>	<u>2,747</u>	<u>-</u>	<u>58,849</u>
TOTAL LIAB. & FUND BAL.	<u>\$ 56,103</u>	<u>\$ 2,747</u>	<u>\$ -</u>	<u>\$ 58,849</u>

- CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2004

	PROPRIETARY							TOTAL PROPRIETARY
	401 WATER OPERATING	402 SEWER OPERATING	407 UTILITY RESERVE	408 89 UTILITY BOND REDEMPTION	410 SEWER CAP. CONST.	411 STORM SEWER OPERATING	420 WATER CAP. ASSETS	
CASH	\$ 5,259	\$ 6,591	\$ 841	\$ 557	\$ 29,066	\$ 6,063	\$ 4,141	\$ 52,518
INVESTMENTS	217,888	274,168	35,537	9,795	1,227,844	256,088	174,889	2,196,009
RECEIVABLES	91,832	186,954	9,195	750,343	(1,699)	45,495	-	1,081,120
FIXED ASSETS	3,329,423	9,429,848	-	-	574,904	787,106	1	14,101,282
OTHER	-	-	-	2,945	-	-	-	2,945
TOTAL ASSETS	3,644,402	9,896,562	45,573	763,640	1,829,914	1,074,752	179,031	17,433,874
LIABILITIES								
CURRENT	(109)	661,763	-	394,221	-	2	24,423	1,080,300
LONG TERM	44,616	50,944	-	919,882	-	28,933	-	1,044,375
TOTAL LIABILITIES	44,508	712,707	-	1,314,103	-	28,935	24,423	2,124,675
FUND BALANCE:								
BEGINNING OF YEAR	3,574,329	9,082,226	45,448	(550,496)	1,767,085	1,043,586	143,842	15,106,019
Y-T-D REVENUES	153,507	359,368	126	17,449	68,048	79,921	20,790	699,209
Y-T-D EXPENDITURES	(127,941)	(257,739)	-	(17,418)	(5,218)	(77,691)	(10,024)	(496,029)
ENDING FUND BALANCE	3,599,895	9,183,855	45,573	(550,463)	1,829,914	1,045,817	154,608	15,309,198
TOTAL UAB. & FUND BAL.	\$ 3,644,402	\$ 9,896,562	\$ 45,573	\$ 763,640	\$ 1,829,914	\$ 1,074,752	\$ 179,031	\$ 17,433,874

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF March 31, 2004

	ACCOUNT GROUPS				TOTAL
	FIDUCIARY 631 MUNICIPAL COURT	620 GENERAL FIXED ASSET GROUP	900 GENERAL L-T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	159,168.44
INVESTMENTS	-	-	-	-	7,903,333
RECEIVABLES	-	-	-	-	1,164,444
FIXED ASSETS	-	20,934,558	-	20,934,558	35,035,840
OTHER	-	-	-	-	2,945
TOTAL ASSETS	-	20,934,558	-	20,934,558	44,265,730
LIABILITIES					
CURRENT	-	-	-	-	1,251,004
LONG TERM	-	-	-	-	1,106,059
TOTAL LIABILITIES	-	-	-	-	2,357,063
FUND BALANCE:					
BEGINNING OF YEAR	(5,284)	20,934,558	-	20,934,558	41,386,126
Y-T-D REVENUES	16,037	-	-	-	2,499,081
Y-T-D EXPENDITURES	(10,754)	-	-	-	(1,976,540)
ENDING FUND BALANCE	-	20,934,558	-	20,934,558	41,908,667
TOTAL LIAB. & FUND BAL.	\$ -	\$ 20,934,558	\$ -	\$ 20,934,558	\$ 44,265,730

CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF March 31, 2004

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$ 42,763	\$ 82,694	\$ 1,194	\$ 106,650	\$ 52,518	\$ -	\$ -	\$ 159,168
INVESTMENTS	2,547,613	3,103,342	56,369	5,707,323	2,196,009	-	-	7,903,333
RECEIVABLES	46,924	35,113	1,287	83,324	1,081,120	-	-	1,164,444
FIXED ASSETS	-	-	-	-	14,101,282	-	20,934,558	35,035,840
OTHER	-	-	-	-	2,945	-	-	2,945
TOTAL ASSETS	2,637,300	3,201,149	58,849	5,897,298	17,433,874	-	20,934,558	44,265,730
LIABILITIES								
CURRENT	20,594	150,109	-	170,704	1,080,300	-	-	1,251,004
LONG TERM	32,776	28,908	-	61,684	1,044,375	-	-	1,108,059
TOTAL LIABILITIES	53,371	179,017	-	232,388	2,124,675	-	-	2,357,063
FUND BALANCE:								
BEGINNING OF YEAR	2,248,674	3,043,443	58,715	5,350,832	15,106,019	(5,284)	20,934,558	41,386,126
Y-T-D REVENUES	1,517,782	285,919	134	1,793,835	599,209	16,037	-	2,499,081
Y-T-D EXPENDITURES	(1,182,527)	(287,230)	-	(1,469,757)	(498,029)	(10,754)	-	(1,978,540)
ENDING FUND BALANCE	2,583,929	3,022,132	58,849	5,664,910	15,309,190	-	20,934,558	41,906,667
TOTAL LIAB. & FUND BAL.	\$ 2,637,300	\$ 3,201,149	\$ 58,849	\$ 5,897,298	\$ 17,433,874	\$ -	\$ 20,934,558	\$ 44,265,730