

Gig Harbor City Council Meeting

**January 27, 2003
7:00 p.m.**



"THE MARITIME CITY"

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
January 27, 2003 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of January 13, 2003.
2. Point Fosdick Landscape Median Project – Survey Contract.
3. Point Fosdick Landscape Median Project – Construction Contract Award.
4. Award of Bid – Official Newspaper.
5. Appointments to the Design Review Board.
6. Contract for Specialized Police Services.
7. Special Occasion Liquor License: Gig Harbor H.S. Sports Boosters.
8. Liquor License Change of Corporate Officers: Harvester Restaurant.
9. Approval of Payment of Bills for January 27, 2003.
Checks #38991 through #39153 in the amount of \$364,485.30.

OLD BUSINESS:

1. First Reading of Ordinance – Shooting Sports Facilities Ordinance.
2. Second Reading of Ordinance Relating to Street Vacations - Amending GHMC 12.14.018(A).
3. Second Reading of an Ordinance Amending the Title of Ordinance No. 921 – Adopting Amendments to the Comp Plans.

NEW BUSINESS:

1. Sister City Activity – Takuma, Japan.
2. Stormwater Facilities Maintenance Agreement - Pierce Transit Park & Ride.
3. Ray Nash Country Estates – Quit Claim Deed.
4. Resolution – Surplus Property.

STAFF REPORTS:

1. GHPD December Stats.
2. David Rodenbach, Finance Director – 2002 Fourth Quarter Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing pending litigation per RCW 42.30110(i).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 13, 2003

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

CALL TO ORDER: 7:02 p.m.

PLEDGE OF ALLEGIANCE

SWEARING IN CEREMONY: Chief Mitch Barker introduced Officer Anthony Adams and Mayor Wilbert swore Officer Adams into service.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of December 9, 2002.
2. Communications Maintenance Contract.
3. Purchase Authorization for Heritage Markers.
4. Shurgard Reservoir Tank Repainting Project – Inspection Services.
5. Liquor License Assumption: Wasabi Restaurant.
6. Liquor License Renewals: Harbor Arco AM/PM Minimart; Gourmet Essentials; Harbor Inn; El Pueblito; and Market Express.
7. Approval of Payment of Bills for December 23, 2002.
Checks #38721 through #38852 in the amount of \$608,190.94.
8. Approval of Payment of Bills for January 13, 2003.
Checks #38853 through #38990 in the amount of \$313,216.85.
9. Approval of Payroll for the Month of December.
Checks #2244 through #2322 and direct deposit entries in the amount of \$210,377.57.
Payroll checks #2269 through #2295 and miscellaneous direct deposit entries were VOID due to clerical error in issue date (01/03/02).

MOTION: Move to approve the consent agenda as presented.
Picinich/Ekberg – unanimously approved.

OLD BUSINESS:

1. Peninsula Recreation Program. Mark Hoppen, City Administrator, introduced Jeremy Bubnick, Recreation Supervisor of the Peninsula Recreation Program. Mr. Bubnick briefly described his experience in the area of recreation and presented information on the Peninsula Recreation Program. He described how the program, an inter-local agreement between Pierce County, the City of Gig Harbor, and the Peninsula School District, is funded and how its purpose is to supplement, not replace, other recreation groups currently in place. Mr. Bubnick presented the Winter/Spring 2003 Peninsula Recreation Program Guide and said that future booklets will be published three times a year. Mayor Wilbert thanked Mr. Bubnick for his efforts and Councilmember Dick noted that the program has been well received and that he was pleased with the public's response.
2. Resolution – Replacing the Shared Leave Section of the Personnel Regulations. Mark Hoppen reported that two adjustments have been made to this resolution since it was first presented at the last city council meeting. Changes to the resolution include an annual

reporting requirement to City Council and a section that allows City Council to terminate the program at any time.

MOTION: Move to adopt Resolution No. 600.
Picinich/Ekberg – unanimously approved.

3. First Reading of Ordinance – Shooting Sports Facilities. Mark Hoppen presented the first reading of this ordinance dealing with the regulation of hours of operation at shooting sports facilities within city limits. Mayor Wilbert invited public comment.

Dan Koch – 1415 Cascade Place. Mr. Koch, immediate past president of the Gig Harbor Sportsman's Club, spoke in opposition to the ordinance. He stated that the city has hired consultants to determine if safety and/or noise issues were present and none have been found. He added that the club was annexed against their wishes, and at that time, this type of action was anticipated. He further stated that no other such facility within the limits of any city in the state of Washington are regulated by city ordinance.

David Gordon – member of Sportsman's Club. Mr. Gordon stated that a city ordinance is not necessary to regulate shooting sports facilities, and passage of this ordinance could effectively put the Gig Harbor Sportsman's Club out of business. He asserted that there was potential for the ordinance to be applied arbitrarily, and that rather than passing an ordinance, any violations, should they occur, could be handled through legal means. Mr. Gordon continued by focusing attention on several sections of the proposed ordinance, which he saw as potentially problematic such as (1) the license requirements for fencing and other amenities; (2) the one million dollar insurance coverage requirement in Sec. 5.12.180(T); (3) the time required to respond to a complaint and the power of the city administrator to initiate a revocation procedure as stated in Sec. 5.12.220(D); and (5) the final authority of the Public Safety Authority as described in Sec. 5.12.240(B). He said that the club could be put out of business for violating any one of the provisions in this ordinance, stressing that this ordinance places special attention on their business that isn't deserved. He added that they want to run a safe facility.

Councilmember Young mentioned that the million dollar insurance coverage should have removed as a result of the last worksession.

Councilmember Dick asked Mr. Gordon if he knew of any other "ultra-hazardous" activity that similarly exists and how it is regulated. Mr. Gordon replied that he knows of no other similar activity, and re-stated that any potential violation which might occur at the shooting facility could be handled by laws already in place. Councilmember Dick stated that this ultra-hazardous activity seems to be the least regulated, less so than even issues of aesthetics such as building heights and distances. He further stated that he believes this activity warrants some regulation, as would an explosives factory, and asked Mr. Gordon what law, in the absence of criminal intent, covers the occurrence of a bullet landing off the shooting facility premises. Councilmember Dick noted that regulations are meant to prevent or minimize harm without waiting for the harm to result. Mr. Gordon replied that it would be okay to insist that the shooting facility operate in a safe manner, but that the proposed regulations go too far and that this is a prelude to putting them out of business. Mayor Wilbert thanked Mr. Gordon for his comments.

Mark Shaffer – Avalon Woods resident. Mr. Shaffer spoke in favor of the ordinance. He said that the club needs to change to meet today's conditions. He said that the existing business license ordinance has the capability of revoking a license if it determined to be harmful to the public. He said that this particular ordinance pertains specifically to the operation of a gun club.

He said that this ordinance is not designed to shut the club down, but to legitimize the operation, and that he disagreed with the statement that there is insufficient due process. He said that this is an opportunity to correct unsafe situations, and gives the citizens a process to deal with incidents. He stressed that today, the club has a clean record, but that doesn't address the future and a change in membership and/or leadership. This ordinance would assure the existence of a safe club. He continued to say that the disclosure records are not accurate, using his own purchase three years ago as an example of the lack of notice of the existence of the club. He went on to say that the noise problem could be handled with the hours of operation and asked to address this. Mayor Wilbert stressed that this is a first reading and thanked him for his comments.

Don Bennett – 41st Avenue, Avalon Woods. Mr. Bennett also spoke in favor of the ordinance stressing that he is looking forward to the club meeting the requirements. He said that he had visited the outdoor range in Kenmore and described the design of the site and hours of operation. He also reported on other ranges in the state, giving a site description and their hours. He said that the hours of operation in this ordinance are designed to give the surrounding residents the ability to use their property. He concluded by stating that it is the city's responsibility to handle these types of operations.

Dave Jepson – 9810 43rd Street, Avalon Woods. Mr. Jepson spoke in favor of the ordinance. He said that he was surprised at Mr. Gordon's list of objections to many of the items in the ordinance, as many of the more mundane items had been addressed at the worksessions. He commented on the concern that those coming after work wouldn't have sufficient time if the hours of operation were shortened to 8 p.m. twice a week. He stressed that the amended hours would still allow a member to travel from Tacoma, but if not, they could modify their work schedule. Mr. Jepson then said that he was aware of the existence of the club when he bought him home, but contested the idea that nothing has changed. He said that the increase in noise due to logging and increase in membership has changed his opinion that this is an acceptable situation.

Councilmember Picinich asked Mr. Bennett if the places he spoke on had an ordinance regulating their range facilities. Mr. Bennett was unsure. Mr. Koch spoke up, listing all the shooting facilities that are not regulated by ordinance.

The Mayor closed the public comment portion of the meeting and invited Council comments.

Councilmember Franich asked which RCW would sustain the proposed ordinance. He then suggested that the ten-day response requirement in Sec. 5.12.220(A), paragraph 2 be modified to require an initial response within ten days, and to allow additional time for a complete report. He then asked for clarification of the revocation procedures.

Mark Hoppen explained that this procedure mirrors the revocation procedures in the business license ordinance, but in this case refers specifically to gun clubs. He said that the ultimate authority on decisions regarding business licensing is the City Council. He discussed the difference in the authority of the Police Chief and the Administrator, and described the discretion allowed the Administrator.

Councilmember Franich asked if the Public Safety Authority was the final authority. Mr. Hoppen replied that the city council is the final authority; the Public Safety Authority is the arbiter who then forwards his recommendations to council.

Councilmember Picinich asked if the Public Safety Authority works with the laws of the city or state law. Chief Barker answered that the City of Gig Harbor police can only enforce what is on the books; if there is no crime, there can be no enforcement. Some form of ordinance is needed in order for enforcement to exist. There is no state law in place which would apply in the absence of criminal intent.

Mayor Wilbert asked if the ordinance could be amended to eliminate the word "revocation" in the sentence at the top of page 13 to read "the Administrator shall initiate the procedures set forth in GHMC Section 5.01.130." Mark Hoppen explained that revocation is a term in the business licensing process in general, and describes a process in which the Council is a part. To eliminate that word would make the process more obscure. He re-stated that revocation is a standard part of the business license procedure.

Councilmember Owel prefaced her comments by saying that she has responsibility to the citizens of Gig Harbor, some who are members of the Sportsman's Club and some who are not. She added to that by saying that one of her responsibilities as a Councilmember is to regulate. She discussed the hours of operation, discouraging the use of different times for different zones. She said she favored setting the hours to accommodate the residential requirements and made the following motion.

MOTION: Move to regulate hours of operation at shooting sports facilities to Monday – Friday, 8:00 am to 8:00 pm; closed Saturday and Sunday, with the exception of special weekend events, not to exceed six weekends out of a year.
Owel/Ekberg –

Councilmember Ekberg agreed on the responsibility to add this ordinance, stressing that it is not the intent to put anyone out of business. He said that he appreciated the efforts by both the neighbors and members of the club even if they were unable to reach a consensus on hours. He said it was now up to the Councilmembers to do so. He proposed that because the residents have asked for an 8 p.m. stoppage on Tuesdays and Thursdays evenings, and that the club members have asked for 10 p.m., that the time be set at 9:00 pm. on those nights.

Councilmember Picinich suggested amending the hours on Sunday to open the club from 9:00 am to 5:00 pm. Councilmember Ekberg said her could agree with that, but suggested further discussion on weekend events should it be decided that there would be open hours on Sundays.

Councilmember Franich asked Mr. Koch which weekend day, if one had to be closed, would the Sportsman's Club prefer. Mr. Koch said that they had agreed to make Saturday a "no shotgun day" except for special events, moving that activity to Sunday, adding that they would hold rifle shooting on Saturday. Councilmember Owel restated that her intent was that weekend shooting would be for special events only by permit. Mr. Koch stated that this would seriously damage their pocketbook.

Councilmember Young said he needed clarification on whether there would be no shooting at all on Saturday or no shotgun shooting. He continued by saying there is a certain tradition to evening shoots, especially on Thursdays, but when putting a child to bed, there is a huge difference between 9:00 pm and 10:00, adding that that many business have limits on their hours. He said that one reason that other jurisdictions have no ordinances regulating gun clubs is that they close before dark.

Councilmember Picinich suggested the hours of Monday, Wednesday, Friday, 8:00 am to 8:00 pm; Tuesday and Thursday, 8:00 am to 9:00 pm.

Mayor Wilbert suggested that each Councilmember bring their suggested hours to the next council meeting. Councilmember Ekberg said he thought some agreement had been made and Councilmember Owel agreed to an amendment to her original motion.

AMENDED MOTION: Move to regulate hours of operation at shooting sports facilities to Monday, Wednesday, Friday, 8:00 am to 6:00 pm; Tuesday and Thursday, 8:00 am to 9:00 pm.
Ekberg/Owel – a roll call vote was taken with these results:

Ekberg – yes; Young – yes; Franich – no; Owel – yes; Dick – yes; Picinich – no. The motion carried four to two.

2ND AMENDMENT: Move to regulate hours of operation at shooting sports facilities to Monday, Wednesday, Friday, 8:00 am to 8:00 pm; and leave Tuesday and Thursday, from 8:00 am to 9:00 pm.
Picinich/Franich –

Councilmembers Franich and Picinich discussed the hours allowed for trapshooting. Councilmember Young explained that both parties agreed to these hours for weekdays. Councilmember Ekberg called for the question.

RESTATED 2ND AMENDMENT: Move to regulate hours of operation at shooting sports facilities to Monday, Wednesday, Friday, 8:00 am to 8:00 pm; and leave Tuesday and Thursday, from 8:00 am to 9:00 pm.
Picinich/Franich – Councilmembers Picinich and Franich voted in favor, the other four against. The motion failed.

AMENDED MOTION: Move to regulate hours of operation at shooting sports facilities to Monday, Wednesday, Friday, 8:00 am to 6:00 pm; Tuesday and Thursday, 8:00 am to 9:00 pm.
Ekberg/Owel – unanimously approved.

Councilmember Young suggested that because the weekend hours are considerably more complicated, that a couple of Councilmembers get together to discuss this issue. Mark Hoppen noted that, because of these substantive changes, the proposed ordinance will need to return as a first reading at the next council meeting.

Councilmember Owel made the following motion.

MOTION: Move to close hours of operation at shooting sports facilities on Saturday and Sunday with the exceptions of six weekends per year with special permit.
Owel/Dick –

Councilmember Franich said that he sympathized with the residents of Avalon Woods and would like to see them receive at least one full day of relief, noting that six special weekend shoots are too much. He agreed the issue is complicated and asked for more research.

Councilmember Young stated that he wants a better understanding of weekend shooting, whether it would mean no shooting or merely no shotgun shooting. Councilmember Dick recommended the following amendment.

AMENDED MOTION: Move to amend weekend hours of operation at shooting sports facilities to Sunday, 9:00 am – 5:00 pm, and five full special shoot weekends, by special permit, followed by a full weekend of no shooting activity.
Dick/Ekberg –

Councilmember Dick explained the intent of his motion to allow the club to remain open on Sundays, other than the five that follow a full weekend special event.

The Mayor asked Mr. Koch when a calendar for special shoot weekends could be available to the neighborhoods. He responded that they could be posted right away. He said that it may be more than five weekends, depending upon the year.

Councilmember Owel agreed to the amended motion. Councilmember Franich asked if Councilmember Dick would consider a change to his amendment to change the hours of operation on Sunday to 6:00 p.m. Councilmember Ekberg agreed to this change to the amendment.

2ND AMENDMENT: Move to amend the motion so that the Sunday hours of operation are 9:00 am – 6:00 pm.
Dick/Ekberg – four voted in favor. Councilmembers Franich and Young voted against. The motion carried.

AMENDED MOTION: Move to amend weekend hours of operation at shooting sports facilities to Sunday, 9:00 am – 6:00 pm, and five full special shoot weekends, by special permit, followed by a full weekend of no shooting activity.
Dick/Ekberg – unanimously approved.

4. Amendment to Dept. of Ecology Coastal Zone Management Grant Agreement.
Community Development Director John Vodopich introduced this amendment to the grant to assist the city in the update of the Shoreline Master Program. He explained that the amendment would increase the amount for eligible costs to \$83,000, and extending the expiration date to June 30, 2003.

MOTION: Move to accept Amendment No. 2 to the Coastal Zone Management 306 Grant as presented.
Picinich/Franich – unanimously approved.

NEW BUSINESS:

1. First Reading of Ordinance Relating to Street Vacations – Amending GHMC 12.14.018(A).
John Vodopich explained that this ordinance reflects recent changes to the RCWs that allow cities to collect the full fair market value of a street from the abutting property owners in a street vacation when the property has been right of way in existence for 25 years or more. This will return for a second reading at the next meeting. Councilmember Owel asked how this affects the non-user statute. Councilmember Dick responded by explaining that it does not affect this

law.

2. First Reading of an Ordinance Amending the Title of Ordinance No. 921. John Vodopich described this ordinance, which corrects an error in the title of an ordinance adopting the Comprehensive Plan Amendments. The ordinance will return at the next meeting for a second reading.

3. Resolution – Sister Cities Policy. Mark Hoppen presented background information on this resolution and possible exchange program with a focus on the arts. He introduced Carolyn Dupille, Gig Harbor resident and Middle School Choir Director, and Yasuko Wada, 40-year resident of Gig Harbor and WCI Program Chairperson. Ms. Dupille presented information on the exchange program and answered questions from the Council. She then introduced Yasuko Wada. Ms. Wada discussed the importance of diversity and multi-cultural opportunities. Councilmember Picinich expressed interest in both hosting an exchange student and possibly having his own daughter take part in the program. Mark Hoppen noted that this is a pilot program and can later be replicated for other countries such as Croatia. He said that this resolution is a way to allow relationships with non-profit groups in the community to facilitate cultural interaction. He gave an overview of the scope of the resolution and its purpose, explaining that it is one aspect of the program. He asked for an additional motion to come back with a specific proposal that meets the specific criteria in the resolution as it pertains to Takuma.

MOTION: Move to adopt Resolution No. 601.
Picinich/Owel -

Councilmember Franich stated that this type of program is not a role for city government. Councilmember Picinich asked where the funds to support the program will come from. Mark Hoppen explained the various possible sources for funding including Pierce County, the Gig Harbor Arts Commission and the City of Gig Harbor General Fund. He stated that the resolution merely sets the framework for such a program and does not commit the city financially.

Councilmember Ekberg said that the cost can be looked at when the time comes. Also, this may allow opportunities for a relationship where no funds are necessary.

Councilmember Dick spoke in favor of the resolution and noted that the existing relationship with Takuma, Japan was a pleasing and beneficial one.

RESTATED MOTION: Move to adopt Resolution No. 601.
Picinich/Owel - Five voted in favor. Councilmember Franich opposed. The motion carried.

Mark Hoppen then detailed the requirements for officially forming a sister city relationship and cultural exchange with Takuma, Japan. Councilmember Young noted that while the cultural exchange is a nice idea, he feels that there are more appropriate "art-type" uses for these funds.

MOTION: Move to authorize the City Administrator, in conjunction with the Cultural Arts Commission and WCI, to bring to council a proposal to foster a relationship with the city of Takuma, Japan.
Dick/Picinich -

Councilmember Ekberg stated that he also has concerns, but will reserve his comments until he sees the proposal.

RESTATED MOTION:

Move to authorize the City Administrator, in conjunction with the Cultural Arts Commission and WCI, to bring to council a proposal to foster a relationship with the city of Takuma, Japan.

Dick/Picinich – four voted in favor. Councilmembers Young and Franich voted no. The motion carried.

The Mayor called for a five-minute recess at 9:28 pm.

4. Stutz Oil Property Purchase Offer. Mark Hoppen presented this offer to purchase property commonly known as the Stutz Oil Property from Multicare for \$405,000. He explained that this offer is contingent upon Council ratification of the agreement at this meeting, along with several conditions, including: 1) execution of a purchase and sale agreement; 2) satisfactory appraisal of the property; 3) satisfactory environmental evaluation of the property; and 4) the ability to terminate the purchase process if conditions are unacceptable to the city.

Councilmember Franich spoke in favor of the property purchase, citing its great location. He said that he would like to see this become a maritime pier, however, his is concerned with it becoming a tour boat destination. Mark Hoppen directed council's attention to his memo, which states that this could be utilized for commercial maritime, tourism and recreational load/unload activities. Councilmember Picinich spoke in favor of the purchase and said he is very supportive of buying as much waterfront property as possible, especially for fisherman, and that the purchase is long overdue.

The Mayor opened the floor for public comment.

Guy Hoppen – 8402 Goodman. Mr. Hoppen introduced himself as a Co-Chair of the Maritime Pier Committee, but speaking only for himself, said he thinks the property is ideal for purchase. He mentioned that the Maritime Pier Committee would forward their thoughts on the purchase later this week.

MOTION: Move to ratify the accepted offer.
Franich/Picinich –

Dale Stutz – 3003 Harborview. Mr. Stutz asked that the property be referred to as Multicare with correspondence being sent to P.O. Box 274, Gig Harbor, WA.

Councilmember Young noted the need for time constraints on the purchase, adding that this will make other park acquisitions difficult. He stressed that other areas of the city need attention, and that \$400,000 could go a long way toward other uses.

RESTATED MOTION: Move to ratify the accepted offer.
Franich/Picinich – unanimously approved.

5. Professional Services Contract – Appraisal of Stutz Oil Property. Mark Hoppen stated that this contract is in the amount not to exceed \$8,000, though he expected the actual invoice to come in even lower at approximately \$6,500.

MOTION: Move to authorize the contract with Lamb Hansen Lamb Appraisal Associates, in the amount not to exceed \$8,000 for the appraisal of the

Multicare Property.
Dick/Franich – unanimously approved.

6. Professional Services Contract – Environmental Assessment of Multicare Property. Mark explained that this is a Phase II Assessment of the property.

MOTION: Move to approve the contract with Saltbush Environmental Services, Inc. in an amount not to exceed \$7,500 for an environmental assessment of the Multicare Property.
Picinich/Franich – unanimously approved.

STAFF REPORTS:

GHPD – November Stats. No verbal report given.

PUBLIC COMMENT:

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich spoke regarding the need for a study session to review the tree ordinance and landscaping plan. His concerns include the requirement for each tree taken to be replaced with three trees, which he feels is extreme.

Mark Hoppen commented that Mr. Bujacich's comments are "absolutely correct". This portion of the code is very confusing, not as high quality as other elements of the code, and needs to be reconciled.

COUNCIL COMMENTS / MAYOR'S REPORT:

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(b).

MOTION: Move to adjourn to executive session at 10:00 for approximately ten minutes to discuss property acquisition.
Picinich/Franich – unanimously approved.

MOTION: Move to return to regular session at 10:10 p.m.
Franich/Picinich - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 10:11 p.m.
Ekberg/Young - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1-4
Disc #2 Tracks 1-4
Disc #3 Tracks 1-6

Gretchen Wilbert, Mayor

City Clerk



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: POINT FOSDICK LANDSCAPE MEDIAN PROJECT CSP-0205
CONSULTANT SERVICES CONTRACT- CONSTRUCTION SURVEY
SERVICES
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

Budgeted objectives for 2003 include the construction of the landscape medians along Point Fosdick Drive. Survey staking and related work is needed to provide vertical and horizontal grades, and other information necessary to construct the roadway medians.

After reviewing the Consultant Services Roster, the engineering-survey firm of David Evans and Associates, Inc. was selected as the most qualified to perform the work. Their selection was based on their understanding of the project, familiarity with the area, and extensive municipal survey experience, and outstanding past performance with the City of Gig Harbor.

The scope includes construction surveying along the project limits.

POLICY CONSIDERATIONS

David Evans and Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2003 Budget and is within the 2003 budgeted allocation.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with David Evans and Associates, Inc. for survey work in the amount not to exceed thirteen thousand one hundred twenty three dollars and zero cents (\$13,123.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, Washington 98424 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the construction survey staking for the Point Fosdick Landscape Median Project, CSP-0205, 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 Services, dated January 13, 2003, 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:

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Thirteen thousand one hundred twenty-three dollars and no cents (\$13,123.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. . The parties agree that the work described in **Exhibit A** shall be completed by August 31, 2003; 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 one consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

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

to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Services 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 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 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.

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. It is the intent of this contract for the Consultant's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Consultant's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

The Consultant shall take all precautions necessary and shall be responsible for the safety of its employees, agents, and sub-consultants in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Consultant's own risk, and

the Consultant shall be responsible for any loss of or damage to materials, tools, or other articles used or held by the Consultant for use in connection with the work.

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Randy A. Anderson, P.E.
David Evans and Associates, Inc.
3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

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

3700 Pacific Highway East, Suite 311
Tacoma, Washington 98424
(253) 922-9780

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 _____, 2003.

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT

Stephen Misiurak, P.E.

APPROVED AS TO FORM:

City Attorney

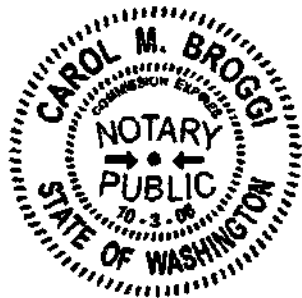
ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that PETER D. GONZALES 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 VICE PRESIDENT of DAVID EVANS AND ASSOC. Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 1-22-03



Carol M. Broggi
CAROL M. BROGGI
(print or type name)

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

PIERCE COUNTY

My Commission expires: 10-3-06

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
POINT FOSDICK DRIVE NW IMPROVEMENT PROJECT

CSP-0205

EXHIBIT A

SCOPE OF SERVICES

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for construction survey work for the Point Fosdick Drive NW Landscape Median Project CSP-0205.

In general, this project involves providing construction survey staking for approximately 2150 Lineal Feet of landscape median, striping, roadway excavation, illumination, and providing cut sheets to the City and/or the contractor.

The road centerline information and construction plans developed by Skillings-Connolly Inc. Consulting Engineers, in the project Contract Documents for Point Fosdick Landscape Median, CSP-0205, and dated November, 2002 will be used by DEA for center of road alignment and all construction staking will be taken from this provided alignment data.

The project tasks for this Scope of Services are as follows:

TASK 1---PROJECT MANAGEMENT

- Provide project administration and coordination for the project.
- Provide general engineering and surveying management as needed.
- Provide project updates on the status of the work as requested by the City.
- Prepare and submit monthly invoices to the City. If requested the invoice will include a summary of the work accomplished during the billing period and the individuals who worked on the project. The invoices will show labor and expenses correlated to the task numbers included therein.
- Provide internal quality control review throughout the construction survey process.

TASK 2---ESTABLISH HORIZONTAL AND TEMPORARY VERTICAL CONTROL FOR THE PROJECT---OFFICE

Horizontal control will be based solely on the information contained on the above referenced plans for the project. Vertical control will be from temporary benchmarks only.

- Review plans to establish basis of horizontal control for project.
- Review plans to establish locations for temporary benchmarks.
- Obtain plans in electronic format and establish internal coordinates and project data for project.
- Prepare stakeout data for survey crew.

TASK 3---ESTABLISH HORIZONTAL ALIGNMENT OF POINT FOSDICK DRIVE NW AND ESTABLISH TEMPORARY VERTICAL CONTROL---FIELD

- Run horizontal control for the project based on stationing and alignment in project plans.
- Establish temporary vertical control benchmarks along Point Fosdick Drive NW.

TASK 4---STAKE PAVED ISLANDS, LANDSCAPE AREAS, PAINT STRIPING, AND ILLUMINATION

- Stake four paved islands.
- Stake two landscape islands.
- Mark project for paint striping.
- Stake 12 street lighting assemblies.
- Provide the City with cut sheets to assist them with calculating material quantities for the project.

TASK 5---"AS-CONSTRUCTED" DRAWINGS

- Provide the City with one original hand label/drawn set of "As-Constructed" drawings showing improvements made by the Contractor for this project.

ADDITIONAL SERVICES

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City of Gig Harbor. These services include additional survey work, civil and traffic engineering design, specifications, engineering costs estimates, environmental and permitting work, preparation of easements or other legal descriptions and documents, and public involvement.

SERVICES PROVIDED BY THE CITY

- The plans for this project will be provided to DEA in electronic format. The city will provide survey control information used by Skillings Connolly Inc. for the development of the project plans. The information provided to DEA will be used to establish the field location of the work to be accomplished in this project.
- The City and/or the contractor will be responsible for locating all utilities for the project.
- The City will provide all needed traffic control for DEA's survey effort.

CONDITIONS OR EXCLUSIONS OF WORK

- DEA will use the existing road alignment information developed in the project plans as the basis for all construction staking work done on this project. DEA assumes no responsibility for the correctness or accuracy of this information.
- All construction staking will be done on a one-time basis only. Re-staking work will be done on a time and expense basis.
- No property survey work or staking of right-of-way lines that will require the filing of a Record of Survey will be done as part of this project. No monuments will be set for this project.
- All requests for construction survey work will be presented to DEA through the City not less than three (3) business days before completed staking of the requested item is required.
- The City will provide DEA with any plan change information three (3) business days prior to the request to have that particular item field staked. However, DEA will make every reasonable effort to minimize that time to allow the contractor's work to proceed without delay.
- DEA will set construction stakes, offset stakes, or hubs needed to do the construction work. The contractor shall be fully responsible for all data, dimensions, elevations, and data measured or taken from these provided stakes or hubs.

REIMBURSABLES

- Fees for reprographics and postage.
- Mileage

PROJECT SCHEDULE

DEA is available to begin work within 48 hours after written authorization of this Scope of Work is received.

GIGHARBORPTFOSDICKLAND-1
1/13/2003

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

CITY OF GIG HARBOR
 POINT FOSDICK DRIVE NW IMPROVEMENT PROJECT
 EXHIBIT B
 SCHEDULE OF RATES AND ESTIMATED HOURS

		Proj. Mgr.	Surv. Mgr.	Proj. Surv.	Surv. Tech	2-Person Crew	Clerical	Subtask	Expenses	Total
		\$ 129	\$ 120	\$85	\$ 75	\$ 125	\$ 46	Total		
Project Administration										
	Provide Project Administration and Coordination	2					2			
	Provide Engineering and Surveying Management	1	8							
	Provide Project Updates	1					1			
	Prepare and Submit Invoices	3					2			
	Provide QA/QC		4							
	Hours Subtotal	7	12	0	0	0	5			
	Cost Subtotal	\$ 903.00	\$ 1,440.00	\$ -	\$ -	\$ -	\$ 225.00	\$ 2,588.00		\$ 2,588.00
Establish Horizontal and Temporary Vertical Control--Office										
	Review Plans to Establish Basis of Horizontal Control			2						
	Review Plans to Establish Locations for Temp. Benchmarks			1						
	Establish Internal Coordinates and Project Data			8						
	Prepare Field Notes for Survey Crew									
	Hours Subtotal	0	0	11	0	0	0			
	Cost Subtotal	\$ -	\$ -	\$ 935.00	\$ -	\$ -	\$ -	\$ 935.00		\$ 935.00
Establish Alignment and Temp. Vertical Control--Field										
	Run Horizontal Control in Field					4				
	Establish Temporary Vertical Control					4				
	Hours Subtotal	0	0	0	0	8	0			
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 1,000.00	\$ -	\$ 1,000.00		\$ 1,000.00
Stake Paved Islands, Landscape Areas, Paint Striping, and Illumination										
	Stake Four Paved Islands					6				
	Stake Two Landscape Islands					8				
	Mark Project for Paint Striping					6				
	Stake 23 Street Lighting Assemblies					8				
	Provide Cut Sheets									
	Hours Subtotal	0	0	0	0	28	0			
	Cost Subtotal	\$ -	\$ -	\$ -	\$ -	\$ 3,500.00	\$ -	\$ 3,500.00		\$ 3,500.00
"As-Constructed" Drawings										
	Provide City with "As-Constructed" Drawings	0	1		8	10				
	Hours Subtotal	0	1	0	8	10				
	Cost Subtotal	\$ -	\$ 120.00	\$ -	\$ 600.00	\$ 1,250.00		\$ 1,970.00		\$ 1,970.00
	Labor Cost Subtotal	\$ 903.00	\$ 1,580.00	\$ 935.00	\$ 600.00	\$ 5,750.00	\$ 225.00	\$ 9,973.00		\$ 9,973.00
Contingencies/Extra Work (At request/direction of the City)										\$ 3,000.00
Expenses										
	Reprographics, Deliveries, Postage						\$ 50.00			
	Mileage						\$ 100.00			
	Expenses Total						\$ 150.00	\$ 150.00	\$ 150.00	\$ 150.00
	GRAND TOTAL							\$ 10,123.00		\$ 13,123.00



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: POINT FOSDICK DRIVE LANDSCAPE MEDIAN PROJECT,
CSP -0205 CONTRACT AWARD
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

A budgeted objective from the 2002 and 2003 Street Operating Fund provides for the construction of landscaped medians and street light improvements along the recently widened portion of Point Fosdick Drive.

The City recently formally advertised this project and bids were opened on January 21, 2003. A total of four responsive bids were received, with the lowest responsive bid being submitted by Looker and Associates, Inc in the amount of \$232,667. The engineer's estimate for this project was \$235,000.

ISSUES/FISCAL IMPACT

The lowest responsive bid is within the budgeted allocation of \$250,000. Sufficient funds are available to complete this work.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for the Point Fosdick Drive Landscape Median Project to Looker and Associates, Inc. in the amount of two hundred thirty-two thousand six hundred and sixty-seven dollars and zero cents, \$232,667.00 inclusive of retail sales tax.

**POINT FOSDICK LANDSCAPE MEDIAN PROJECT
CSP- 0205**

CONTRACT

THIS AGREEMENT, made and entered into, this ____ day of _____, 2003, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and _____, hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary to complete the installation of landscape medians and decorative street lights along Point Fosdick Drive NW from Olympic Drive to Harbor Country Drive, traffic control, excavation, constructing landscape medians, decorative street lights, pavement marking, and other work, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Point Fosdick Landscape Median Project, CSP-0205," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Two hundred thirty-two thousand six hundred sixty-seven dollars and zero cents, including state sales tax, and subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City's City Engineer, whichever is later. All physical contract work shall be completed within thirty (30)-working days.
3. The Contractor agrees to pay the City the sum of \$1,163.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2002 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.
6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.

POINT FOSDICK LANDSCAPE MEDIAN PROJECT


- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

 Gretchen A. Wilbert, Mayor
 City of Gig Harbor



 Print Name: Duncan Starlock
 Print Title: Pres.

ATTEST:

 City Clerk

APPROVED FOR FORM:

 City Attorney



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: NEWSPAPER BID
DATE: JANUARY 22, 2003

INFORMATION/BACKGROUND

In accordance with Gig Harbor Municipal Code, Chapter 1.20, the City shall solicit bids for the City's "official newspaper."

We have received one bid, which is attached.

RECOMMENDATION

Staff recommends a motion to award official newspaper status to the Peninsula Gateway for the year 2003.



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

CALL FOR BIDS

Bids are being requested by the City of Gig Harbor for the following services:

"Official newspaper" as designated under Chapter 65.16 RCW and which has a general circulation within the City of Gig Harbor.

The bids should contain the following: 1) Statement indicating the publication's qualification as a legal newspaper as provided under RCW 65.16.020 and general circulation within the boundaries of the City of Gig Harbor city limits, 2) type size and column size, 3) circulation distribution, includes subscriptions and newsstand sales per distribution, and 4) advertising representative.

Sealed bids must be received at City Hall by 4:30 p.m., Tuesday, January 21, 2003, 3510 Grandview Street, Gig Harbor, WA 98335. Bids must be marked on the outside: "Bid - Official Newspaper." The City Council shall award the "official newspaper" services to the lowest responsible bidder in accordance with RCW 35.23.352, and further reserves the right to reject all bids received.

Molly Towslee
City Clerk



The Nation's Number One
Community Newspaper.

January 20, 2003

Mark E. Hoppen
City Administrator
3510 Grandview St.
Gig Harbor, WA 98335

Dear Mr. Hoppen:

Thank you for the opportunity to bid again on the designation as "Official Newspaper" for the City of Gig Harbor. This letter is our formal bid.

The Peninsula Gateway is a newspaper of general circulation in the City of Gig Harbor. Over 11,900 households purchase The Peninsula Gateway each week through home delivery and news stand outlets in the immediate Gig Harbor area.

The Peninsula Gateway is a business located inside the city limits of Gig Harbor. We employ more than 40 full- and part-time employees and through our commercial web press printing division bring in close to \$2 million out-of-town dollars to our community.

Although the City Council approved a rate of \$7.70 per column inch on Jan. 28, 2002, our records show The Gateway continued to bill the city at the old rate of \$7.42. This was our mistake. For 2003, we propose a rate increase of 7% (over the 2001 and 2002 rate of .53) to .5671 cents per agate line or \$7.94 per column inch (.5671 X 14).

Rate:	.5671 per agate line
Type size:	6 point
Column width:	11 pics (approx. 1 7/8 inches)

The advertising representatives for the City will be either Donna Natucci or George Le Masurier.

We look forward to our continued good relationship with the City of Gig Harbor.

Yours truly,

George Le Masurier
Publisher



January 7, 2003

City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335

RE: BID - OFFICIAL NEWSPAPER

To the City Council:

The News Tribune is a major newspaper in the Peninsula area, publishing 7 days a week, 365 days a year, with a general circulation of 128,699 daily, 145,465 Sunday.

Circulation in the City of Gig Harbor: **7,245 Daily 8,831 Sunday**
*as per the attached circulation distribution list.

Type size: 7 point
Column width: 6 picas 6 points
*NOTE: Legal notices publish in 2-column wide format

Advertising Representatives for legal advertising:

Terri Armour / Tonia Kirk Phone: 253-597-8605 FAX: 253-597-8473
E-mail: legals@thenewstribune.com

The News Tribune's legal advertising rate offered to the City of Gig Harbor, effective through Dec. 31, 2003, is:

\$ 2.32 per line, per column, per day (includes posting notice on TRIBnet.com)

Affidavits are sent by request with a fee of \$8 per ad for any number of affidavits; tearsheets are sent by request at no charge.

Thank you for your consideration of this bid.

Lester Havard, Advertising Sales Manager
The News Tribune, Tacoma, WA
(253) 597-8619

Circulation by ZIP Code

Circulation Report (estimated annual averages)

ZIP	City/County	Hholds	Daily	%	Sunday	%	ZIP	City/County	Hholds	Daily	%	Sunday	%
98001	Auburn - King	8,894	1,034	12%	987	11%	98367	Port Orchard - Kitsap	7,189	14	0%	19	0%
98002	Auburn - King	12,667	1,043	8%	1,155	9%	98371	Edgewood/Puyallup - Pierce	7,735	4,398	57%	5,116	66%
98003	Federal Way - King	17,199	1,937	11%	2,037	12%	98372	Puyallup - Pierce	7,872	2,737	35%	3,101	39%
98004	Bellevue - King	10,746	44	0%	27	0%	98373	Puyallup - Pierce	6,668	3,058	46%	4,260	64%
98006	Bellevue - King	12,493	32	0%	20	0%	98374	Puyallup - Pierce	9,374	4,162	44%	5,191	55%
98011	Bothell - King	10,503	26	0%	17	0%	98375	Puyallup - Pierce	4,547	2,030	45%	2,901	64%
98022	Enumclaw - King	7,986	894	11%	1,016	13%	98377	Randle - Lewis	761	79	10%	75	10%
98023	Federal Way - King	18,186	2,214	12%	2,427	13%	98382	Sequim - Clallam	10,270	32	0%	38	0%
98027	Issaquah - King	9,973	25	0%	15	0%	98383	Silverdale - Kitsap	7,761	97	1%	93	1%
98031	Kent - King	23,923	259	1%	269	1%	98385	South Prairie - Pierce	502	81	16%	94	19%
98032	Kent - King	13,132	558	4%	443	3%	98387	Spanaway - Pierce	12,949	4,751	37%	6,019	46%
98033	Kirkland - King	13,737	41	0%	36	0%	98388	Stefacoom - Pierce	2,786	1,371	49%	1,403	50%
98038	H Maple Valley - King	8,191	50	1%	48	1%	98390	Bonney Lake/Sumner - Pierce	16,720	4,486	27%	5,619	34%
98042	Kent - King	12,785	140	1%	153	1%	98394	Yagha - Pierce	492	94	19%	111	23%
98047	Algona Pacific - King	2,015	185	9%	222	11%	98395	Wauana - Pierce	753	110	15%	122	16%
98055	Renton - King	12,484	187	1%	81	1%	98396	Wilkeson - Pierce	345	50	14%	60	17%
98056	Renton - King	11,106	39	0%	36	0%	98397	Longmire - Pierce	0	24	n/a	n/a	n/a
98058	Renton - King	14,191	43	0%	36	0%	98402	Tacoma - Pierce	2,371	1,451	61%	1,017	43%
98070	Vashon - King	3,914	343	9%	348	9%	98403	Tacoma - Pierce	4,058	1,730	43%	1,813	45%
98092	Auburn - King	8,856	394	4%	392	4%	98404	Tacoma - Pierce	10,427	3,677	35%	3,989	38%
98101	Seattle - King	6,670	149	2%	93	1%	98405	Tacoma - Pierce	9,253	4,458	48%	4,718	51%
98102	Seattle - King	12,951	27	0%	34	0%	98406	Tacoma - Pierce	8,999	5,444	60%	6,057	67%
98103	Seattle - King	20,868	62	0%	50	0%	98407	Tacoma - Pierce	8,196	4,501	55%	5,025	61%
98104	Seattle - King	7,277	91	1%	37	1%	98408/418	Tacoma - Pierce	11,124	5,151	46%	5,822	52%
98105	Seattle - King	16,785	73	0%	59	0%	98409	Tacoma - Pierce	8,777	3,992	45%	4,295	49%
98108	Seattle - King	8,021	81	1%	14	0%	98416	Tacoma - Pierce	157	86	55%	88	56%
98109	Seattle - King	9,784	73	1%	61	1%	98421	Tacoma - Pierce	0	518	n/a	293	n/a
98110	Bainbridge Island - Kitsap	7,685	35	0%	11	0%	98422	Tacoma - Pierce	6,604	2,086	32%	2,212	33%
98115	Seattle - King	19,689	28	0%	23	0%	98424	Tacoma - Pierce	2,316	1,402	61%	959	41%
98116	Seattle - King	10,873	54	0%	39	0%	98433	RL Lewis/Tacoma - Pierce	4,117	951	23%	1,284	31%
98133	Seattle - King	19,447	29	0%	25	0%	98438	Tacoma - Pierce	375	116	31%	156	42%
98134	Seattle - King	298	31	10%	12	4%	98439	Tacoma - Pierce	1,759	600	34%	579	33%
98148	Seattle - King	4,412	35	1%	34	1%	98443	Tacoma - Pierce	1,985	1,001	50%	1,115	56%
98158	Seattle - King	0	125	n/a	84	n/a	98444	Tacoma - Pierce	11,372	4,103	36%	5,042	44%
98166	Seattle - King	8,704	54	1%	39	0%	98445	Tacoma - Pierce	8,132	3,440	42%	3,944	48%
98168	Seattle - King	13,686	78	1%	48	0%	98446	Tacoma - Pierce	3,110	1,406	45%	1,647	53%
98178	Kukwila - King	8,635	27	0%	12	0%	98465	Tacoma - Pierce	3,452	1,743	50%	1,812	52%
98188	Seattle - King	9,460	118	1%	86	1%	98466	Tacoma - Pierce	10,998	4,951	45%	5,611	51%
98198	Des Moines - King	13,661	307	2%	351	3%	98467	University Place - Pierce	5,285	2,891	55%	3,243	61%
98303	Anderson Island - Pierce	415	198	48%	230	55%	98498	Tacoma - Pierce	10,831	5,339	49%	5,983	55%
98304	Ashford - Pierce	325	106	33%	116	36%	98499	Tacoma - Pierce	11,563	3,889	34%	4,278	37%
98310	Bremerton - Kitsap	7,725	264	3%	174	2%	98501	Nisqually/Olympia - Thurston	13,441	908	7%	772	6%
98321	Buckley - Pierce	4,915	1,158	24%	1,353	28%	98502	Tumwater - Thurston	9,891	506	5%	477	5%
98323	Carbado - Pierce	254	70	28%	82	32%	98503	Lacey - Thurston	12,627	936	7%	1,035	8%
98327	DuPont - Pierce	1,331	420	32%	526	40%	98504	Olympia - Thurston	0	51	n/a	37	n/a
98328	Eatonville - Pierce	3,103	1,014	33%	1,188	38%	98506	Olympia - Thurston	7,257	359	5%	359	5%
98329	Gig Harbor - Pierce	2,638	628	24%	867	33%	98512	Olympia - Thurston	9,144	193	2%	197	2%
98330	Elbe - Pierce	83	32	39%	34	41%	98513	Olympia - Thurston	8,229	518	6%	642	8%
98332	Gig Harbor - Pierce	4,367	2,263	52%	3,104	71%	98516	Olympia - Thurston	5,095	507	10%	584	11%
98333	Fox Island - Pierce	1,085	461	42%	525	48%	98524	Alyn - Mason	1,021	106	10%	109	11%
98335	Gig Harbor - Pierce	8,938	4,354	49%	4,860	54%	98528	Belfair - Mason	3,834	155	4%	157	4%
98336	Glenoma - Lewis	374	33	9%	28	7%	98531	Centralia - Lewis	8,289	147	2%	137	2%
98338	Graham - Pierce	7,124	2,256	32%	3,031	43%	98532	Chehalis - Lewis	7,030	94	1%	81	1%
98346	Kingson - Kitsap	3,379	35	1%	30	1%	98546	Grapeview - Mason	559	146	26%	147	26%
98349	Lakebay/Longbranch - Pierce	1,581	406	26%	569	36%	98558	McKenna - Pierce	342	85	25%	150	44%
98351	Longbranch - Pierce	445	91	20%	106	24%	98564	Mossyrock - Lewis	661	63	10%	65	10%
98353	Manchester - Kitsap	545	291	53%	298	55%	98576	Rainier - Thurston	1,781	55	3%	65	4%
98354	Milton - Pierce	3,889	856	22%	1,068	27%	98579	Rochester - Thurston	3,591	25	1%	26	1%
98355	Mineral - Lewis	140	57	41%	78	56%	98580	Roy - Pierce	3,021	767	25%	881	29%
98356	Morton - Lewis	1,099	126	11%	125	11%	98584	Shelton - Mason	11,396	663	6%	665	6%
98359	Oalla - Kitsap	1,700	277	16%	327	19%	98589	Temo - Thurston	2,655	24	1%	26	1%
98360	Orting - Pierce	3,047	903	30%	1,116	37%	98592	Union - Mason	547	59	11%	64	12%
98361	Packwood - Lewis	322	103	32%	108	34%	98597	Yelm - Thurston	6,040	777	13%	1,051	17%
98362	Port Angeles - Clallam	8,593	24	0%	23	0%	Miscellaneous ZIP Codes	0	621	n/a	627	n/a	
98366	Port Orchard - Kitsap	11,152	1,043	9%	1,040	9%							

Total Circulation: 128,699 Daily, 145,465 Sunday

Source: Audit Bureau of Circulations statement for the 12 months ending 12/31/01.



1950 South State Street, Tacoma, WA 98405-2860 • Advertising 253.597.8748 • Research 253.597.8564 • Classified 253.428.8000 • www.tribnet.com

Represented nationally by Metro Suburbia 212-697-8020



'THE MARITIME CITY'

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: CITY COUNCIL
FROM: MAYOR GRETCHEN WILBERT *GW*
SUBJECT: APPOINTMENT AND RE-APPOINTMENTS TO THE DESIGN REVIEW BOARD
DATE: JANUARY 22, 2003

INFORMATION/BACKGROUND

Thanks are extended to the volunteers serving on the Design Review Board.

Seven applicants responded to the notice of invitation to serve. Paul Kadzik, Chuck Hunter, Lita Dawn Stanton and Linda Gair indicated an interest in continuing to serve, representing special categories indicated in the Design Review Board Policy. Architect Bill Reed hopes to travel more and asked to be replaced.

Architect Darrin Filand offered to serve in this category.

According to the policy, the member's two-year terms are supposed to be staggered; therefore, I recommend the following reappointments and appointment to the Gig Harbor Design Review Board.

RECOMMENDATION

A motion for the re-appointment to the Design Review Board of Paul Kadzik – 2 year term; Linda Gair – 1 year term; Chuck Hunter – 1 year term; and Lita Dawn Stanton – 1 year term; and to appoint Darrin Filand to the 2 year term previously held by Bill Reed.

ERICKSON · MCGOVERN

Architecture · Analysis · School Design

RECEIVED


DEC 23 2002

CITY OF GIG HARBOR

December 23, 2002

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

RECEIVED
CITY OF GIG HARBOR
DEC 26 2002
COMMUNITY
DEVELOPMENT


Erickson · McGovern, PLLC
120 131st Street S
Tacoma, WA
98444 - 4804
Tel 253-531-0206
Fax 253-531-9197

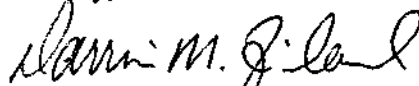
Re: Gig Harbor Design Review Board Position

Honorable Mayor Wilbert:

My name is Darrin Filand. I am a licensed architect and currently live in Gig Harbor with my wife Eliza. I would like to take this opportunity to express my great interest in the opportunity to serve on the Gig Harbor Design Review Board (GHDRB). My wife and I chose to build our home in Gig Harbor for its' quaintness and scenic beauty. We appreciate the city and surrounding areas success in minimizing the impact of urban development on the existing natural landscape. This is one of the reasons why we enjoy living in the unique setting that is Gig Harbor. I would take great pride in being able to serve my community on the GHDRB.

My work experience includes ten years with the firm McGranahan Architects, in Tacoma. There I was involved with many award-winning design projects throughout Pierce County. I am currently an Associate and Director of Design with Erickson McGovern Architects, also in Tacoma. I have experience in architectural design and planning ranging from schools, retail developments, community colleges, office buildings, and industrial design as well as residential. I hope that my experience would be of value to the GHDRB and would enjoy working to serve my community. Please contact me if there is any more information I can provide. Thank you for this opportunity.

Sincerely,



Darrin M Filand, AIA
1302 115th St Ct NW
Gig Harbor, WA 98335
Home (253) 851-0818
Office (253) 531-0206
darrin@ericksonmcgovern.com

John Erickson
AIA, Partner

Rick McGovern
AIA, Partner

Steve Storaasli
AIA, Partner

Jay Peterson
AIA, Partner

Tzzy Wong
AIA, Partner

Gerry Pless
AIA, Associate



'THE MARITIME CITY'

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER *MB*
SUBJECT: CONTRACT FOR SPECIALIZED POLICE SERVICES
DATE: JANUARY 14, 2003

INFORMATION/BACKGROUND

We currently contract with the Pierce County Sheriff's Office to provide specialized police services. The services we contract for are the Special Weapons and Tactics (SWAT) team, methamphetamine (meth) lab team, and Canine teams (K-9). We contract on a per-incident charge basis for SWAT and K-9 and only pay if the services are actually used. There is no charge for the meth lab team.

We have had very few K-9 callouts in the past years and no SWAT response since at least 1996. However, I think it is important to keep this contract in place in the event we need to use these services.

FISCAL IMPACTS

We have anticipated possible specialized services costs and included them in the 2003 budget.

RECOMMENDATION

I recommend that the Council approve the Mayor to enter into contracts with the Pierce County Sheriff's Office for continued provision of K-9, Methamphetamine Team, and SWAT services.

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

1. **DATE AND PARTIES:** This agreement is dated this 1st day of January, 2003, and is being entered into between the Pierce County Sheriff's Department, a department of Pierce County and the City of Gig Harbor, a municipal corporation organized under the laws of the State of Washington.

2. **PURPOSE OF AGREEMENT:** Both parties to this agreement have responsibility to provide police protection within their respective boundaries. Because the Pierce County Sheriff's Department may not have the available resources or ability to respond to calls within the City of Gig Harbor, the City is looking to have a greater assurance of a response when they have a need for certain specialized law enforcement services. The Pierce County Sheriff's Department has developed an expertise in certain areas of specialized response. The City recognizes that the expertise of Pierce County, and the Pierce County Sheriff's Department would be of benefit in such matters. In order to allow smaller cities to take advantage of the expertise of Pierce County, the Pierce County Sheriff's Department is willing to provide certain services on a reimbursable basis. This agreement sets forth the respective rights and duties of each of the parties in the provision of these services.

3. **DUTIES/RESPONSIBILITIES OF PIERCE COUNTY SHERIFF:**
 - a. To provide access to the following areas of service as may be required within the City of Gig Harbor.
 - 1) Criminal Investigations
 - 2) Canine (K-9), Pierce County K-9 only
 - 3) Hazardous Devices (Bomb Squad)
 - 4) Clandestine Laboratory (Meth Labs)
 - 5) Special Weapons and Tactics (SWAT)
 - 6) Marine Services Unit/Dive Team
 - b. To provide a timely response for the service requested.
 - c. To provide all necessary personnel and command.
 - d. To provide all needed and necessary equipment for the response.
 - e. To handle the call to completion, to include all necessary reports testimony or other follow-up.
 - f. To provide a full and complete invoice on all services, personnel and equipment utilized hereunder.

4. DUTIES/RESPONSIBILITIES OF CITY:

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

5. JOINT RESPONSIBILITIES:

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

6. PAYMENT:

The City shall reimburse the County in any of the following fashions:

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

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

c. Mixed Costing:

The city shall have the right to elect to reimburse the County on a per capita cost as to some services and a cost per response as to other services. Such election must be made in advance, in writing, in order to be an effective choice of payment method.

- d) **Default Costing:** In the event that the City has not selected a payment method for any service provided hereunder and the City shall make a request for service from the County, the City shall reimburse to the County a sum based upon the Cost Per Response basis as set forth above.

Election of Costing: The City has selected the following costing methods for the following services. The costs are set forth in Exhibit A, which is attached hereto and made a part hereof. If a service is not selected, it will not be provided absent a separate request and it will be charged in accordance with the Default Costing paragraph. Rates are for the year 2003.

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

7. SERVICE DESCRIPTIONS:

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

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

b. Canine (K-9 Services):
Canine services shall be the services of a trained canine and handler. The canine response may be for narcotics or general need and should be specified, as it will indicate the deployment needed.

c. Hazardous Devices (Bomb Squad):
This service will include the Hazardous Device team and will typically be a multi-officer response (for officer safety reasons). The team will have an explosive specialist and shall provide all necessary and required equipment to deal with the threat.

d. Clandestine Laboratory Team (Meth Lab):
This response will typically include a multi-officer response (for officer safety reasons). The team will do all things necessary to facilitate the safe and timely removal of hazardous materials.

- e. Special Weapons and Tactics (SWAT): This response shall be in the nature of a team response, which may call for a variety of disciplines (negotiators, sharpshooters, snipers, entry, and others). Each SWAT call response is made as a team and each call is staffed as a team. The team, and each member, is responsible to the success of every SWAT mission.
- f. Forensic Investigator: This response shall include a fully trained Forensics Investigator who shall have the ability and training to take photographs, measurements and document other important physical evidence, to obtain and process fingerprints, to utilize all technology available to the Forensics Investigator and to do all other services and procedures to assist in the processing of a crime scene or subject.
- g. Internal Affairs Investigations: This service shall involve a member of the Sheriff's Department of not lower than the rank of Lieutenant who shall perform any matter involving an "Internal Affairs" complaint or investigation. The investigator will be trained in investigating such matters and will take care of issues such as issuing "Garrity" rights and providing for other issues of due process, etc. which are required for administration to police officers by law, contract, etc. Such services may include the services of a polygrapher if needed.
- i. Marine Services/SCUBA:
This service shall involve Deputies and other personnel who are trained in areas of marine rescue or SCUBA techniques, including rescue. This response may include a response with vessels or other watercraft and will typically include a response with multiple personnel for issues of safety and response.

8. INDEMNITY AND HOLD HARMLESS:

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

The CITY shall defend, indemnify and save harmless the COUNTY, its officers, employees and agents from any and all costs, claims, judgments or awards of damages, resulting from the acts or omissions of the CITY, its officers, employees or agents associated with this agreement. In executing this agreement, the CITY does not assume liability or responsibility for or release the COUNTY from any liability or responsibility to the extent that such liability or responsibility arises from the existence or effect of COUNTY ordinances, rules, regulations, resolutions, customs,

policies, or practices. If any: cause, claim, suit, action or administrative proceeding is commenced which the enforceability and/or validity of any such COUNTY ordinance, rule, regulation, resolution, custom, policy or practice is at issue, the COUNTY shall defend the same at its sole expense and judgment is entered or damages are awarded against the COUNTY, the CITY, or both, the COUNTY shall satisfy the same, including chargeable costs and attorney's fees.

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

END OF AGREEMENT

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Contract # _____

IN WITNESS WHEREOF, the parties have executed this Agreement this ____ day of _____, 20____.

CONTRACTOR:

Contractor Signature Date

Title of Signatory Authorized by Firm Bylaws

Name: City of Gig Harbor

UBI No. _____

Address: 3510 Grandview Street

Gig Harbor, WA 98335

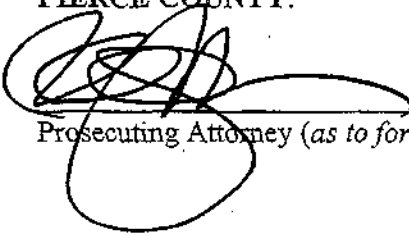
Mailing Address: same as above

Contact Name: Chief Barker

Phone: (253)851-8136

Fax: _____


PIERCE COUNTY:



Prosecuting Attorney (as to form only) 1-7-03
Date

Budget and Finance Date

Approved:



Department Director 1-7-03
(less than \$250,000) Date

County Executive (over \$250,000) Date

CONTRACTOR-

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

SOLE PROPRIETOR:

Business Owner's Name

Business Owner's Social Security Number

DBA/Business or Trade Name (if applicable)

PARTNERSHIP:

Name of Partnership

Partnership's Employer Identification Number

CORPORATION:

Name of Corporation

Corporation's Employer Identification Number

Exhibit "A"

Pierce County Sheriff's Department
2003 Rates - Specialized Services

Service	Incident Rate	Per Capita
Canine	\$ 1,023.00	\$ 1.12
SWAT	\$7,672.00	.22
Hazardous Devices	\$ 732.00	.07
Meth Lab Team	No Charge	No Charge
Air Operations	No Charge	No Charge
Sub Total		\$ 1.41
	Major Crime Investigations	
Detective	68.00/hr. (3 hr. minimum)	.600
Forensic Officer	48.00/hr. (2 hr. minimum)	.047
Marine/Scuba	68.00/hr. (2 hr. minimum)	.036
Sub Total		\$.683
Total		\$ 2.093



Pierce County

Sheriff's Department

930 Tacoma Avenue South
Tacoma, Washington 98402

January 8, 2003

Chief Barker
City of Gig Harbor
3510 Grandview
Gig Harbor, WA 98335

Dear Chief Barker;

I have enclosed three originals of the specialized services agreement between the Pierce County Sheriff's Department and the City of Gig Harbor. The services listed in the agreement are the same services you contracted for in the past. If you wish to make changes to this agreement or have questions, please feel free to call me at 798-3430. Otherwise, please sign all three agreements and mail them back to me. When the County signatures are acquired, I will return one original to you for your records.

Thank you for the continued opportunity to serve you.

Sincerely,

A handwritten signature in black ink, appearing to read "Julie Williams".

Julie Williams
Contract Services Manager

Cc: file

JW/kc



WASHINGTON STATE LIQUOR CONTROL BOARD-License Services
1025 E Union - P O Box 43075
Olympia WA 98504-3075

TO: MAYOR OF GIG HARBOR

January 8, 2003

RECEIVED
JAN 10 2003

SPECIAL OCCASION # 368424

MAYOR OF GIG HARBOR

GIG HARBOR H.S. SPORTS BOOSTERS
5101 ROSEDALE ST
GIG HARBOR WA 98335

DATE: MARCH 29, 2003

TIME: 5:30 PM TO 11:30 PM

PLACE: GIG HARBOR YACHT CLUB, 8209 STINSON AVE, GIG HARBOR

CONTACT: LISA LARSEN 253-549-4909

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
DATE: 1/16/03

TO: CITY OF GIG HARBOR
RE: CHANGE OF CORPORATE OFFICERS/STOCKHOLDERS APPLICATION

UBI: 601-678-914-001-0001

License: 366707 - 1J County: 27

Tradename: HARVESTER RESTAURANT

Loc Addr: 5601 SOUNDVIEW DR
GIG HARBOR

WA 98335

Mail Addr: 5601 SOUNDVIEW DR
GIG HARBOR

WA 98335-2039

Phone No: 253-851-8500 KIRBY L TWETEN

APPLICANTS:

HARVESTER GIG HARBOR, INC.

TWETEN, KIRBY LEWIS

1952-05-08 531-54-4964

RECEIVED

JAN 23 2003

CITY OF GIG HARBOR

Privileges Applied For:

SPIRITS/BR/WN REST LOUNGE +

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.

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

YES NO checkboxes for each question

DATE

SIGNATURE OF MAYOR, CITY MANAGER, COUNTY COMMISSIONERS OR DESIGNEE



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
CAROL MORRIS, CITY ATTORNEY
SUBJECT: FIRST READING OF ORDINANCE - SHOOTING SPORTS FACILITIES
DATE: JANUARY 22, 2003

INFORMATION/BACKGROUND

On October 7 and October 21, 2002, the City Council held two workshops and on January 13, 2003, the City Council heard the first reading of an ordinance to hear public testimony and consider the development of an ordinance on the subject of business licensing requirements for shooting sports facilities. During the workshops and subsequent first reading, the Council discussed several changes to the draft ordinance. Attached to this memo is another draft of the ordinance, which incorporates all those changes.

During the workshop sessions and first reading of the ordinance, the Council asked for input from the public on the hours of operation. The Council also asked the Gig Harbor Sportsman's Club members to work with their neighbors and develop acceptable hours of operation.

The parties were not able to agree. On December 3, 2002, the City received a letter from the Gig Harbor Quality of Life Committee (a copy of this letter is attached to this memo), proposing their hours of operation of the Gig Harbor Sportsman's Club. On December 3, 2002, the City received a letter from the Sportsman's Club (a copy of this letter is attached to this memo). In this letter, the Sportsman's Club has identified their current hours of operation. With regard to "proposed hours of operation," the Sportsman's Club states: "We feel that an ordinance amending our customary shooting times is the wrong way to handle the situation. However, we are willing to actively participate in an understanding that would only be acceptable to us without an ordinance from the City."

Council reached agreement at the first reading of the ordinance on the inclusion of hours for operation. Those hours are presented in this draft.

RECOMMENDATION

The City Council should consider the attached ordinance. This is the first reading after amendment of the draft ordinance to include the hours of operation in Section 5.12.180(O) of the draft ordinance. This draft ordinance as presented may be approved following a second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUSINESS LICENSING AND OPERATION OF SHOOTING SPORTS FACILITIES, REQUIRING LICENSING, ESTABLISHING OPERATING STANDARDS, A COMPLAINT, HEARING AND APPEALS PROCESS, THE PROCEDURE FOR THE CITY TO HIRE CONSULTANTS AND INVESTIGATORS IN ORDER TO IMPLEMENT THE LICENSING PROCEDURES, ESTABLISHING PENALTIES, AND A SUSPENSION/ REVOCATION PROCEDURE FOR VIOLATIONS, ADDING A NEW CHAPTER 5.12 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the City of Gig Harbor may exercise authority to license and revoke licenses for cause, to regulate, make inspections and impose excises for regulation or revenue in regard to all places and kinds of businesses, production, commerce, entertainment, occupations, trades and professions (RCW 35A.82.020); and

WHEREAS, the City may only grant a license for a period of one year (RCW 35A.82.020); and

WHEREAS, the City Council has the authority to adopt and enforce ordinances of all kinds relating to and regulating local affairs and appropriate to the good government of the City (RCW 35A.11.020); and

WHEREAS, the Gig Harbor SEPA Responsible Official has reviewed this Ordinance and determined that it is exempt from SEPA, pursuant to WAC 197-11-800(20);

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

Section 1. A new chapter 5.12 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**CHAPTER 5.12
SHOOTING SPORTS FACILITIES**

Sections:

5.12.020	Definitions
5.12.040	License required
5.12.060	Application procedure
5.12.080	License approval or denial
5.12.100	Effect of license approval
5.12.120	Operating without license prohibited
5.12.140	Denial, suspension and revocation
5.12.160	License renewal
5.12.180	Operating standards and specifications
5.12.200	Liability
5.12.220	Complaint process
5.12.240	Hiring and paying for consultants and investigators
5.12.260	Appeals

5.12.020 Definitions. For the purposes of this chapter, the following terms, phrases, words and their derivations shall have the meanings given herein.

A. “Administrator” means the Administrator of the City of Gig Harbor, or his/her designee.

B. “Public Safety Authority” means the Gig Harbor Police Department and Pierce County Fire District No. 5, or delegate agencies as named by the Gig Harbor Police Chief or the Gig Harbor Fire Marshal.

C. “Operator” means the operating license applicant, and any of its officers, directors, partners, or owners.

D. “Range” means any individual or group of firing positions for a specific shooting type.

E. “Range Master” or “Range Officer” means a person or persons trained and appointed by the operators of a shooting sports facility to oversee the safe discharge of shotguns, rifles or handguns in accordance with the safety specifications of this chapter and any additional safety specifications that may be adopted by the operators of the shooting sports facility. Range Masters and/or Range Officers shall complete the

necessary training and obtain certification from the National Rifle Association to be a Range Master/Officer.

F. “Shooting Sports Facility” means an indoor or outdoor facility designed and specifically delineated for safe shooting practice with firearms, whether open to the public, open only to private membership, open to organizational training such as law enforcement, or any combination of the above. Archery ranges are specifically excluded from this definition. The term “shooting sports facility” also does not include any portion of a private residence or private residential lot that is used by the residents thereof for shooting practice.

G. “Shooting types” means rifle, handgun, airgun, or shotgun shooting.

5.12.040 License required.

A. An operator of an existing or new shooting sports facility shall demonstrate that he or she has the general qualifications for a business licensee, as set forth in GHMC Section 5.01.070.

B. The operators of all existing shooting sports facilities shall apply for an operating license no later than three months from the effective date of this chapter. If an operating shooting facility is annexed to the City of Gig Harbor, the shooting facility operator shall apply for an operating license no later than three months from the effective date of the annexation.

C. The operator of each new shooting sports facility shall apply for an operating license at the time of application for building permits or land use permits necessary for the new facility.

5.12.060 Application procedure.

A. In addition to the application procedures set forth in GHMC Section 5.01.080, the following procedures shall be followed for shooting sports facilities.

B. The application shall be made on a form prescribed by the Administrator, and shall include all of the following information:

1. The name, address and telephone number of the person completing the application;
2. The name, address and telephone number of the facility;
3. The names, addresses, and telephone numbers of all owners of the facility. If the owner is a partnership, the names, addresses and

telephone numbers of all partners. If the owner is a corporation, the names, addresses and telephone numbers of all corporate officers;

4. The name, address and telephone number of a designated contact person to whom all licensing correspondence, including any notices and complaints provided for in this chapter, shall be sent. It is the responsibility of the shooting sports facility to keep this contact information updated in writing throughout the duration of any license and the owners and operators agree, by submitting an application and obtaining a license, that notice to the contact person at the last address provided to the Administrator in writing is proper notice to the owners and operators of the facility;

5. The shooting types allowed or proposed to be allowed at the facility;

6. The names, addresses and telephone numbers of all persons proposed to serve as designated range masters in compliance with GHMC Section 5.12.180(G);

7. The days of the week and the hours of operation that the facility is or is proposed to be open, demonstrating compliance with this Chapter;

8. Whether use of the facility will be open to the public, open only to private membership, open to organizational training such as law enforcement, or any combination of the above;

9. The site plan required by GHMC 5.12.180(C) and prepared by a licensed surveyor, showing the location of all buildings, parking areas and access points; safety features of the facility; elevations of any outdoor range showing target areas, or backdrops, and the approximate location of buildings on adjacent properties;

10. The notarized certification required by subsection (C) of this Section;

11. The operations plans required by GHMC Section 5.12.180(D);

12. ~~Any other information required by the Administrator in order to determine whether the facility complies with the provisions of this Chapter and may be issued a license.~~ The applicant shall also pay the non-refundable application fee and license fee established by this chapter at the time of application; and

13. Proof of liability insurance coverage in the amount required by GHMC Section 5.12.180(T) shall be submitted with the license application.

C. Every application for a shooting sports facility operating license shall be accompanied by a notarized certification by the shooting sports facility operator that the facility complies with this Chapter, meets commonly accepted shooting facility safety and design practices, and will be operated in a manner that protects the safety of the general public.

D. This chapter shall not apply to shooting sports facilities owned and operated by any instrumentality of the United States, State of Washington, or a political subdivision of the State of Washington.

5.12.080 License approval or denial.

A. In addition to the general procedures in chapter 5.01 GHMC and Section 5.01.120, the following procedures will govern approval or denial of licenses for shooting sports facilities.

B. When the Administrator receives a complete application, the Administrator will forward copies of the same to the Public Safety Authority, the City Planning and Public Works Departments, and any other City department or City personnel deemed appropriate by the Administrator in order to determine whether the shooting sports facility meets the requirements of this chapter and any other applicable City ordinance or regulation. Each consulted department or staff member shall review the application for compliance with regulations administered by that department or staff member and chapter 5.01 GHMC and shall forward a report to the Administrator containing the results of that review.

C. By applying for and as a condition of issuance of a shooting sports facility operating license, the shooting sports facility operator agrees to permit representatives of the Public Safety Authority and any other appropriate City personnel to enter the facility at all reasonable times in order to perform site inspections in regard to licensure, complaints, incidents, or any public safety concerns. Prior notification of such inspections will be to the operator when reasonably possible.

D. The Administrator shall issue a shooting sports facility operating license after a determination that the facility meets the requirements of this chapter, all applicable provisions of chapter 5.10 GHMC, any other applicable City ordinances/resolutions and State law. Notification of the applicant of the Administrator's decision will take place as provided in GHMC Section 5.01.120.

5.12.100 Effect of License approval.

A. The shooting sports facility operating license issued under this chapter shall authorize only those shooting types that have been specifically applied for and that are identified in the license. The addition of new shooting types or the addition of a new range or ranges for existing shooting types at a shooting sports facility shall require amendment of the existing license before any such new shooting type is allowed. Amendment of the existing license shall follow the same procedures set forth in this chapter for initial license application approval.

B. The list of designated range masters may be changed at any time without requiring a license amendment. Whenever a change is made to the list of range masters, a revised list must be filed with the Administrator within thirty days of the date of any change.

C. Issuance of a license under this chapter shall not relieve the applicant of any obligation to obtain any other required business license, land use, fire safety, or building permits or approvals, except shooting sports facilities in operation prior to the effective date of this chapter shall not be required to seek new land use, fire safety or building permits solely for issuance of a license.

D. All facilities licensed under this chapter must conform to or abide by all City business license requirements as described in chapter 5.01 GHMC.

5.12.120 Operating without a license prohibited.

A. No shooting sports facility shall operate without a license issued pursuant to this chapter; PROVIDED, that shooting sports facilities operating on the effective date of this chapter that have submitted required license applications before the date required herein may continue to operate without a City of Gig Harbor shooting sports facility license pending approval or denial of the license application. However, all such operation shall be conducted in compliance with this chapter and all applicable law. Such operation shall cease upon denial of the license application and if appealed, as provided by law.

B. If a shooting sports facility operating under a valid Pierce County shooting sports facility permit or license is annexed to the City of Gig Harbor, it may continue to operate, only if an application for a City license is submitted to the City as provided above. Once annexed, the shooting sports facility shall operate in compliance with this chapter and all applicable law.

5.12.140 Denial, suspension or revocation of license.

A. Any denial, suspension or revocation of a license applied for or issued under this chapter shall follow the procedures set forth in GHMC Section 5.01.120 and 5.01.130.

B. If determined through police or state agency investigation that any participant, spectator, neighboring property or member of the public has been injured or endangered as a result of range design, operation or management of shooting activities or that rounds shot at the facility have escaped the property on which the shooting sports facility is located, then the Administrator may immediately suspend or revoke any shooting sports facility license issued pursuant to this chapter. Reinstatement or re-issuance of any license suspended or revoked pursuant to the provisions of this chapter will be contingent on review and determination by the Administrator that the shooting sports facility operator has made sufficient and appropriate modifications to the design or operation of the facility to reasonably address the specific deficiencies found to have contributed to the injury, endangerment, or escaped rounds.

5.12.160 License Renewal.

A. An initial shooting sports facility operating license shall be valid upon issuance and shall continue in effect for a period of one year from the date on which it is issued, unless suspended or revoked as provided in this Chapter.

B. Renewals shall be made as provided in GHMC Section 5.01.090, except the process for renewal of a shooting sports facility shall be the same as for an initial application; PROVIDED that the City shall not require that the applicant pay for consultants or investigators to review the renewal application or inspect the facility unless (1) the applicant is proposing changes to the facility, the facility site plan, the required operations plan, or the allowed shooting types as part of the license renewal or (2) the administrator determines that inspection or review by consultants is required in order to verify compliance with changes in state, federal or local laws pertaining to the shooting sports facility or its operation, or (3) there was a final determination by the Administrator or a court during the expiring term of the license, that the shooting sports facility violated any provision of this Chapter during such term, as the result of the facility's design, construction, operation or maintenance.

5.12.180 Operating standards and specifications. All shooting sports facilities licensed under this Chapter shall comply with the following operating standards and specifications:

A. All structures, installations, operations and activities shall be located at such a distance from property lines as will protect off-site properties from hazards, when the ranges are used in accordance with range safety rules and practices.

B. Range site design features and safety procedures shall be installed and maintained to prevent errant rounds from escaping all shooting positions, when such positions are used in accordance with range safety rules and practices.

C. A site plan shall be submitted with the license application which shows the location of all buildings, parking areas and access points; safety features of the firing range; elevations of the range showing target area, backdrops or butts; and approximate location of buildings on adjoining properties. The site plan shall also include the location of all hazardous material storage and use locations. Such locations shall be keyed to inventories identified in a Hazardous Materials Inventory Statement or Hazardous Materials Management Plan, whichever is called for by the Gig Harbor Fire Code, based upon the quantities identified by the Fire Code permit application.

D. An operations plans shall be submitted that includes the rules for each range, sign-in procedures, and restrictions on activities in the use of ranges. Every operations plan shall prohibit loaded firearms except as provided by the range safety specifications and operating procedures.

E. A management guidebook standard operating procedures book shall be maintained that includes procedures for operations, maintenance and lead management and recovery. The management guidebook shall be kept on site and shall be accessible at all times to those using the shooting sports facility.

F. The shooting sports facility, its plans, rules, procedures and its management and staff shall comply with the applicable safety guidelines and provisions in the latest edition of “the Range Source Book” (National Rifle Association of America: Fairfax, Virginia) or its successor, as appropriate to the type of facility involved.

G. All shooting sports facilities shall have a designated range master /officer or masters. A designated range master /officer must be present whenever the shooting sports facility is open for shooting activities and may oversee as many as three simultaneous events within a shooting sports facility. The range master /officer shall be trained in shooting safety, the safe operation of shooting sports facilities, first aid, and the facilities’ emergency response procedures.

H. Warning signs shall be installed and maintained along the shooting sports facility property lines. Such signs shall be posted a minimum of every 100 feet along the property lines.

I. Shooting sports facilities shall be used for the shooting activities they were designed to accommodate unless redesigned to safely accommodate new shooting activities.

J. The shooting sports facility operator shall report in writing to the Gig Harbor Police Department all known on-site and off-site gunshot wounds resulting from activity at the shooting sports facility and any measures that are proposed to address any deficiencies that may have contributed to the wounds. The report shall be made within forty-eight hours after the existence of the gunshot wounds or wounds becomes known to the operator. The Gig Harbor Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

K. The shooting sports facility operator shall report in writing to the Gig Harbor Police Department all known rounds that escape from the property on which the shooting sports facility is located and any measures that are proposed to address any deficiencies that may have contributed to the errant rounds. The report shall be made immediately after the existence of an alleged or acknowledged escaped round or rounds becomes known to the operator. The Gig Harbor Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

L. All shooting sports facilities shall provide an operating telephone available to range participants and spectators for the purpose of contacting emergency medical services.

M. A first aid kit containing the items recommended by a certified expert in emergency medical treatment shall be readily available at each shooting sports facility for emergency treatment or care of minor injuries.

N. Storage and handling of explosive materials, including ammunition when applicable, shall be in accordance with the Gig Harbor Fire Code. Unless exempt, storage and handling shall be by a permit issued pursuant to the Gig Harbor Fire Code.

O. All shooting sports facilities shall comply with and abide by the City's Noise regulations (chapter 9.34 GHMC). The hours of operation of any outdoor shooting sports facility shall be as follows:

Outdoor shooting sports facilities located adjacent to residentially-zoned property

Monday through , Wednesday, Friday	<u>8 a.m. to 6 p.m.</u>
Tuesday, Thursday	<u>8 a.m. to 9 p.m.</u>
Saturday	<u>Closed to shooting activities (rifle/pistol/shotgun)</u>
Sunday	<u>9 a.m. to 5 p.m.</u>

Outdoor shooting sports facilities located adjacent to property zoned business

Monday through Friday	_____ a.m. to _____ p.m.
Saturday	_____ a.m. to _____ p.m.
Sunday	_____ a.m. to _____ p.m.

Shooting sports facilities located adjacent to property zoned commercial or industrial

Monday through Friday	_____ a.m. to _____ p.m.
Saturday	_____ a.m. to _____ p.m.
Sunday	_____ a.m. to _____ p.m.

In addition, shooting activities shall be allowed five (5) full weekends a year, if the sports shooting facility submits a application for these “special event shoots” to the City, which will be allowed only when the special event shoot permit application is for a weekend of shooting following a weekend of no activity (closed on Saturday and Sunday to shooting activities), and the special event shoot may occur only during the following hours:

Saturday	<u>8 a.m. to 6 p.m.</u>
Sunday	<u>9 a.m. to 6 p.m.</u>

P. The range master/officer on duty shall ensure that no person engaged in any shooting activities or near any shooting activities consumes no alcohol or is intoxicated with alcohol or any other substance. , non-prescription narcotics, or other non-prescription controlled substances shall be permitted on or in use at any shooting sports facility during any time that the facility is open for shooting.

Q. The use of steel targets at a shooting sports facility is strictly prohibited. See GHMC Section 5.12.100(A) regarding licensing requirements applicable to different types of shooting activities.

R. No fully automatic weapons or multiple projectile rounds may be used at a shooting sports facility unless under the control and use of a licensed official of the United States, State of Washington, or a political subdivision of the State of Washington in an official capacity; provided, that multiple projectile rounds customarily associated with shotgun use, e.g., buckshot and birdshot, may be used if the downrange area guidelines for such use set forth in the latest edition of “the Rand Source Book” (National Rifle Association of America: Fairfax, Virginia), or its successor, are met on that portion of the facility where the rounds are used and the facility has been licensed for shotgun use as provided in this Chapter. The following guns are not allowed on shooting sports facilities at any time: [to be provided by the Gun Club].

S. All shooting sports facilities are required to have fencing surrounding the entire property a minimum of six feet in height. “Safety fencing” shall be chain-link fencing or equivalent in strength, with a barbed wire top. This does not apply to indoor ranges.

T. Every operator of a shooting sports facility must possess comprehensive general liability insurance against liability for damages on account of bodily injury or property damage arising out of the activities authorized by any license issued under this Chapter. The comprehensive general liability insurance must be maintained in full force and effect throughout the duration of the license. The minimum coverage amount required is one million dollars for each occurrence (bodily injury and property damage) combined single limit. This specified insurance amount is the minimum deemed necessary by the City to justify issuance of a license for a shooting sports facility and in no way represents a determination by the City that this amount of insurance is adequate to protect the owners and operators of shooting sports facilities from claims or to protect members of the public who may be harmed by the activities authorized by the license. Operators of shooting sports facilities are encouraged to assess their own risk and to obtain additional liability insurance if they deem it necessary.

5.12.200 Liability. The express intent of the City of Gig Harbor City Council is that responsibility for complete and accurate preparation of applications, plans and specifications, for compliance with applicable laws, including but not limited to those set forth in this chapter, and for safe design, construction, use and operation of facilities regulated herein shall rest exclusively with applicants and their agents. This chapter and the codes adopted herein are intended to protect the health, safety and welfare of the general public and are not intended to protect any particular class of individuals or organizations. This chapter shall not be construed

as placing responsibility for code compliance upon the City of Gig Harbor or any officer, employee or agent of the City. Application review and inspections performed pursuant to this Chapter are intended to determine whether a shooting sports facility is in compliance with the requirements of this Chapter. However, those inspections and reviews that are done do not guarantee or assure either that any design, construction, use or operation complies with applicable laws or that the facility is safety designed, constructed, used or operated. Nothing in this chapter is intended to create a private right of action based upon noncompliance with any of the requirements of this chapter.

5.12.220 Complaint process.

A. Upon receiving a written complaint to the effect that any shooting sports facility is in violation of any provision of this Chapter, the Administrator shall:

1. issue a notice of complaint to the shooting sports facility operator advising such person of the allegation(s) made in the complaint. The notice shall include the information required by GHMC Section 5.01.160, and shall be served as provided in that section;
2. request that the shooting sports facility operator respond, in writing, to the allegation(s) in the notice of complaint within thirty ten calendar days of receipt of the notice of complaint;
3. investigate, through the use of the Administrator's staff, the Public Safety Authority, any other appropriate City department or personnel, and/or consultants or investigators, the allegation(s) in the written complaint and the response submitted by the shooting sports facility operator;
4. make a finding as to the validity of the allegation(s) in the written complaint, based upon information received from those conducting the investigation of the complaint. If it is found that violation of any of the shooting sports facility operating standards or any other provision of this chapter has occurred, the Administrator shall issue a written notice and order requiring that the operator suggest and implement measures or procedures to correct any violations of this chapter and to bring the shooting sports facility into full compliance. If a notice and order is issued, the Administrator shall provide the shooting sports facility with a copy of any and all final written reports prepared by City personnel, consultants, and/or investigators concerning the investigation of the complaint, except as any portion thereof may be exempt from public disclosure under RCW 42.17.310(1).

B. The notice and order issued under subsection (A) above may suspend or revoke the license of the shooting sports facility if the requirements of GHMC Sections 5.01.120 or 5.01.130 relating to denials, suspension or revocation are met.

C. Failure to comply with the notice and order issued as a result of the above process will result in the suspension and/or revocation of the license involved.

D. If the Administrator concludes that the complaint is accurate, that it discloses a violation of this chapter, and that the operator has not proposed or effectively implemented measures or procedures to correct any violations of this chapter, the Administrator shall initiate the revocation procedure set forth in GHMC Section 5.01.130.

E. Nothing in this section shall be construed to limit the City's authority to issue a notice and order or take such enforcement or investigative actions needed to protect the public's health and safety.

5.12.240 Hiring and paying for consultants and investigators.

A. The Administrator may hire consultants and investigators to:

1. review license applications and license renewals under this chapter;
2. inspect properties on which applications for licenses and license renewals have been made under this chapter;
3. inspect facilities licensed under this chapter to determine if they comply with this chapter and approved licenses and plans;
4. investigate, in cooperation with the Gig Harbor Police Department, complaints, incidents and reports of injury or endangerment of persons or property, or of rounds escaping the facility;
5. review and investigate proposals to bring facilities into compliance with the chapter.

~~B. The license applicant shall deposit the sum of \$ _____ with the Administrator at the same time an application is made for an initial license under this Chapter. The deposit shall be used by the City to pay the cost of consultant(s) and investigator(s) employed by the City to perform inspections, reviews and investigations during the initial licensing process. If the application is withdrawn prior to completion of the initial licensing process or if the license is denied after completion of the process, an unexpended portion of the deposit shall be refunded to the applicant. If the license is issued, the unexpended portion of the deposit shall be retained by the City in order to pay the potential costs of the consultants~~

~~and investigators during the term of the license as provided in subsection (C) of this section.~~

~~C. If, during the term of any license issued under this Chapter, a complaint is filed under GHMC Section 5.12.220 that results in the determination by the Administrator that the operator of any shooting sports facility has violated any provision of this Chapter, the City may use any unexpended portion of the deposit for above in order to reimburse the City for any and all actual, reasonable costs of the consultants and investigators retained by the City to review the complaint. Where an alleged violation is investigated and determined to be unfounded, the shooting sports facility shall not be responsible for the costs incurred by the City.~~

~~D. At the time an application for the renewal of any license under this Chapter is submitted, the applicant for the renewal shall replenish the consultant expense deposit provided for in this section so that the total amount of the deposit is returned to the \$ _____ level. Use of the deposit during the renewal process and during the term of any renewed license shall be subject to the same procedures and restrictions as are provided in this section for use of the deposit during the initial application process and initial license term.~~

~~E. B. In exercising its authority under this chapter, the Public Safety Authority may consider expert consultant advice, professional knowledge, and any or all other information available regarding shooting ranges and shooting sports facilities.~~

5.12.260 Appeals.

The City shall enforce this chapter as provided in chapter 5.01 GHMC. Appeals of the City Council's decision on suspension or revocation of a license may be made as provided in GHMC Section 5.01.130(F). Appeals of a notice and order issued by the City license officer or the Administrator for violations/complaints as set forth in this Chapter may be made as provided in GHMC Section 5.01.160(C).

Section 2. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

DRAFT – January 22, 2003

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

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___ day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY



**GIG HARBOR SPORTSMAN'S CLUB
9721 BURNHAM DRIVE N.W.
GIG HARBOR, WA 98332**

12-03-02

To: the Honorable Mayor Wilbert and City Council Members
From: Gig Harbor Sportsman Club
RE: Discussion of Hours

The Gig Harbor Sportsman's Club is a legal non-conforming use; we were annexed to the City over our objection. Our current legal hours of operation are in jeopardy of City regulation because of the self-serving accusations of the residents of Avalon Woods. Despite the relatively little time we use for shotgun sports (a tiny fraction of the time legally available to us), we are asked to "cooperate" and "give-up" some part of the shotgun hours we have traditionally used and are legally entitled to. In a fair world, any regulation of Gig Harbor Sportsman's Club (GHSC) would grant more hours for shotgun sports than we use now, and at times convenient to the members, agencies, and the public.

RCW 9.41.290, 9.41.300; WAC 370 and Pierce County Code, Chapter 8.72 and 8.76.070 state very clearly that GHSC is well within longstanding legal parameters to provide approximately 16 hours per week of shotgun sports. In fact, we could shoot 7 days a week from 7:00 AM - 10:00 PM; but partly out of concern for our environment and neighbors we conduct shotgun sports about 15% of the time available to us. **We must be allowed to operate the shotgun sports when the members, their guests, and the public can take advantage of one of the few safe places to legally conduct shooting sports.**

We understand the position of the residents of Avalon Woods very well, but suggest to the Mayor and Council that Avalon Woods has little credibility to complain about their neighbor, and has done little to help their situation. Maintaining their 30' green belt with appropriate trees and vegetative screening would have been a more productive use of their resources.

Gig Harbor Sportsman's Club looked into the future years ago and foresaw this controversy coming. That's why there is a "Court Ordered" statement on the plat and each of the Avalon Woods residents' title reports notifying prospective buyers of GHSC. We ask that you refer to that document and ask yourselves what more could GHSC have done to anticipate the concerns of our neighbors.

We have done more. GHSC has taken steps to help reduce noise and improve safety on its grounds. We baffled our rifle/pistol range to make it safer and muffle noise. We fenced our land to keep the community from wandering on to our property. We planted over 1,200 trees along the N., NE & E. property lines to help screen the noise



**GIG HARBOR SPORTSMAN'S CLUB
9721 BURNHAM DRIVE N.W.
GIG HARBOR, WA 98332**

from our shotgun sports. We co-operated with the theater group on the nights they held performances at the Meadow. We continue to look for and toward affordable ways to help alleviate the noise we make.

Most of our use comes when our members, guests and the public are able to spend the time to do so. Many work from 8:00 AM to 5:00 PM five days a week. Nights and weekends are therefor our primary times to shoot. The shooting hours we provide are spent in a safe, supervised and controlled environment for shooting sports. To deny us these times to conduct our long-standing activities will have a significant economic impact on the Gig Harbor Sportsman's Club.

Despite the statement from Mayor Wilbert at the end of the last workshop ("there will be an ordinance"), you should consider that GHSC is conducting lawful activities in a lawful way pursuant to State and County standards that pre-existed the annexation of our property into the City. If you change the rules and take away our economic viability, we are going to have a problem.

We feel that an ordinance amending our customary shooting times is the wrong way to handle this situation. However, we are willing to actively participate in an understanding that would ONLY be acceptable to us WITHOUT an ordinance from the City. We've proven ourselves safe (refer to Kramer One's report) and insist that our present shotgun hours are reasonable and consistent with our economic health.

Fortunately for negotiations, Avalon Woods is not concerned with current Rifle & Pistol Range noise and hours. Hence, an "agreement" between the City, Avalon Woods & GHSC might include the following:

Current Rifle & Pistol Range Hours:

Monday- Law Enforcement- 9:00 AM - 6:00 PM
Tuesday- 8:00 AM - 6:00 PM
Wednesday- 10:00 AM - 6:00 PM
Thursday- 4:00 PM - 8:00 PM
Friday- 10:00 AM - 6:00 PM
Saturday- 10:00 AM - 6:00 PM
Sunday- Noon - 4:00 PM

Proposed Rifle & Pistol Range Hours:

Monday - Sunday 10:00 AM - 6:00 PM
Thursday 10:00 AM - 8:00 PM
(Exceptions would be any "special" shoot and hand gun safety classes (occasionally held on Monday and Wednesday evenings).



**GIG HARBOR SPORTSMAN'S CLUB
9721 BURNHAM DRIVE N.W.
GIG HARBOR, WA 98332**

Current Trap Range Hours:

Tuesday 6:00 PM – 10:00 PM

Thursday 6:00 PM – 10:00 PM

Saturday Noon – 4:00 PM

Sunday Noon – 4:00 PM

We shoot a total of 16 hours per week (w/ the exception of "Special" Shoots).

That means 85% of the time available for us to shoot shot guns, we **Do Not Shoot!**

Even when we have a "special" shoot we are **not shooting** 84% of the available time.

Proposed Trap Range Hours:

Maintain the same number of hours of shotgun sports per week but rearrange the times, with increased hours on Sunday to maintain current hours / month. Exceptions would be "special shoots" approx. 10 per year, Hunter's Education classes held on Saturdays and Shotgun Safety training shoots (usually held on Tuesday evenings). Most special shoots are split evenly amongst Saturday and Sunday but a few are inclusive of both days.

Therefore, as the basis of an agreement re shooting times, we suggest Trap Range Hours as follows:

Tuesday 6:00 – 10:00 PM

Thursday 6:00 PM – 10:00 PM

Sunday 8:30 – 6:00 PM

(Expectations would be any safety training, week day shotgun shooting within allowable range hours, or "special" shoot that would fall on an "off" Saturday – 8:00AM- 10:00PM; or both a Saturday and Sunday shoot.)

I am happy to discuss our position and answer any questions you might have re the above. Please contact me at the GHSC (858-9023)

Sincerely

GIG HARBOR SPORTSMANS CLUB


by Douglas Tenzler, President

December 3, 2002

To: City Council and Staff

Re: Shooting Sports Facility Ordinance – Hours of Operation.

We, the members of the Quality of Life Committee, are sorry to inform you that after several meetings with the GHSC, we were unable to agree on the last remaining ordinance issue, hours of operation. The main area of contention is over the GHSC insistence on operating the shotgun ranges until 10 PM on Tuesday and Thursday evenings. We feel strongly that there should be no activity beyond 8 PM on these or any other nights.

The main problem at hand is the issue of noise pollution, which is being generated by the gun club. Over the years, this problem has increased, due to the growth of the club and the development of the surrounding community. The noise from the club is slowly but certainly eroding our rights as homeowners; the right to enjoy our homes in peace and quiet, to be able to entertain, rest, and raise our families with only normal interruption of routines. The GHSC acknowledges the problem, but still insists on operating hours which continue to infringe on our rights to the quiet enjoyment of our property.

We feel there are two solutions to the problem at hand; a noise abatement program incorporated by the gun club, or through set hours of operation. Since the GHSC has no current noise abatement program or any near future plans to institute one, the only means of dealing with the problem is through set hours of operation to be incorporated into the new ordinance.

We therefore submit the following "best and final" recommendation for the hours of operation, which we feel, are reasonable for all parties: (Please note that our original proposal had no range activity after 6 PM on Tuesday & Thursday evenings, we feel that we have met the gun club half way on this issue.)

Monday	8AM to 6PM
Tuesday	8AM to 8PM
Wednesday	8AM to 6PM
Thursday	8AM to 8PM
Friday	8AM to 6PM
Saturday	Closed
Sunday	9AM to 5PM

** Five full weekends to be used for special shooting events. Each full weekend to be followed by a weekend of no club activity. Hours for special shooting events:

Saturday	8AM to 6 PM
Sunday	9AM to 5 PM

When reviewing the above hours, please keep in mind that the GHSC has several types of hours of operation that they reference: posted hours, advertised hours, as stated in the GHSC monthly calendar, and their legal hours of operation. Their current posted schedule shows a total of 30 hours of shooting. Their monthly calendar shows about 37 hours, not including special shoot events. Legal hours of operation are from 7AM to 10 PM, seven days a week or a total of 105

hours. We feel that legal hours should not be used in this negotiation since the GHSC does not advertise nor do they use these hours as their actual hours of operation for the rifle, pistol and shot gun ranges. Another important reason not to use legal hours is that since the club does not advertise, post or publish legal hours as their actual hours of operation, the public is not aware, nor have they in the past, of these hours when purchasing property or moving to the area. Thus, when discussing hours of operation, we must use their posted, published hours as stated at the entrance to the club. The hours of operation which we are submitting to you increase the GHSC posted and advertised hours of operation by 67%. We feel that if the GHSC restructured their activities during the week that these hours are more than adequate for their operations.

Thank you,
Gig Harbor Quality of Life Committee.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO STREET
VACATIONS AMENDING SECTION 12.14.018(A) GHMC
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

RCW 35.79.030 was recently amended to allow cities to collect the full fair market value of a street from the abutting property owners in a street vacation provided the subject property was part of a dedicated public right-of-way for twenty-five years or more. It is necessary for the City to amend the Gig Harbor Municipal Code to be consistent with this change in State statute. The first reading of this Ordinance was held on January 13, 2003.

The City Attorney has drafted this proposed Ordinance.

RECOMMENDATION

I recommend that Council approve the Ordinance as presented.

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO STREET VACATIONS, ALLOWING THE CITY TO CHARGE THE FULL FAIR MARKET VALUE FOR VACATION OF STREETS, ALLEYS OR PUBLIC PLACES THAT HAVE BEEN PART OF A DEDICATED PUBLIC RIGHT-OF-WAY FOR TWENTY-FIVE YEARS OR MORE, CONSISTENT WITH RCW 35.79.030; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 12.14.018(A).

WHEREAS, state law provides the authority for the City's vacation of City streets; and

WHEREAS, RCW 35.79.030 was recently amended to allow cities to collect the full fair market value of a street from the abutting property owners in a street vacation, if the subject property was part of a dedicated public right-of-way for twenty-five years or more; and

WHEREAS, the City needs to amend Gig Harbor Municipal Code Section 12.14.018(A) to be consistent with RCW 35.79.030; Now, Therefore,

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

Section 1. Subsection A of Section 12.14.018 of the Gig Harbor Municipal Code is hereby amended to read as follows:

12.14.018. Compensation for vacation.

A. Payment for Vacation. Ordinances vacating any street, alley or public place ~~which has not been acquired at public expense~~ shall not be passed by the city council until the owners of the property abutting upon the street, alley or public place so vacated, shall compensate the city in the amount required by this subsection. For those streets, alleys or public places that have not been acquired at public expense and which have not been part of a dedicated public right-of-way for twenty-five (25) years or more, the property owners shall compensate the city in an amount sum-equal to one-half of the fair market value, as shown in the appraisal, of the area vacated. Is paid to the city. For those streets, alleys or public places that have been acquired at

public expense or which have been part of a dedicated public right-of-way for twenty-five (25) years or more, the property owners shall compensate the city in an amount equal to the full fair market value of the area vacated, as shown in the appraisal. Where the area vacated was acquired at public expense, the sum to be paid to the city shall be equal to the full fair market value, as shown in the appraisal, of the area vacated. As contemplated by GHMC 12.14.014, the full fair market value, as shown in the appraisal, shall be paid upon vacation of streets abutting upon bodies of water.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this ___th day of _____, 2003.

CITY OF GIG HARBOR

GRETCHEN WILBERT, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

By: _____

CAROL A. MORRIS

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

SUMMARY OF ORDINANCE NO. ____

of the City of Gig Harbor, Washington

On _____, 2003, 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 STREET VACATIONS, ALLOWING THE CITY TO CHARGE THE FULL FAIR MARKET VALUE FOR VACATIONS OF STREETS, ALLEYS OR OTHER PUBLIC PLACES IF THE STREET, ALLEY OR OTHER PUBLIC PLACE HAS BEEN PART OF A DEDICATED PUBLIC RIGHT-OF-WAY FOR TWENTY-FIVE YEARS OR MORE, CONSISTENT WITH RCW 35.79.030; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 12.14.018(A).

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

APPROVED by the City Council at their meeting of _____, 2003.

MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCILMEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE AMENDING THE TITLE OF
ORDINANCE NO. 921
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

The City Council adopted Ordinance No. 921 on December 9, 2002, which amended portions of the City's Comprehensive Plan. The title of the Ordinance did not accurately reflect action taken by the Council, which was correctly reflected in the body of the Ordinance and the accompanying staff report. This Ordinance amends the title of Ordinance No. 921 to accurately reflect the action taken by the Council on the Perrow applications (mixed use to employment center). The first reading of this Ordinance was held on January 13, 2003.

The City Attorney has reviewed and approved this proposed Ordinance.

RECOMMENDATION

I recommend that Council approve the Ordinance as presented.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON AMENDING ORDINANCE NO. 921, TO
CORRECT THE TITLE TO ACCURATELEY REFLECT THE
ACTION TAKEN.

WHEREAS, the City Council of the City of Gig Harbor, Washington adopted Ordinance No. 921 on December 9, 2002 amending portions of the City's Comprehensive Land Use Plan; and

WHEREAS, following the date of adoption, Staff determined that the title of Ordinance No. 921 did not accurately reflect the action taken by the City Council with respect to items C and D;

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

WHEREAS, on January 13, 2003, the Gig Harbor City Council held a public hearing to consider this ordinance;

WHEREAS, on January 27, 2003, during the regular City Council meeting, the City Council approved this ordinance;

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

Section 1. Amendment of Ordinance No. 921. The title of Ordinance No. 921 is hereby further amended to read as follows (additions are underscored, and deletions are stricken through):

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO GROWTH MANAGEMENT AND PLANNING, MAKING THE FOLLOWING AMENDMENTS TO THE CITY'S COMPREHENSIVE LAND USE PLAN: (1) ADOPTING THE JUNE 2001 CITY OF GIG HARBOR WATER SYSTEM COMPREHENSIVE PLAN AND INCORPORATING IT IN THE UTILITIES ELEMENT; (2) ADOPTING THE 2002 GIG HARBOR TRANSPORTION UPDATE AND INCOPORATING IT IN THE TRANSPORTATION ELEMENT; (3) ADOPTING THE FEBRUARY 2002 WASTEWATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (4) ADOPTING THE MARCH 2001 STORM WATER COMPREHENSIVE PLAN IN THE UTILITIES ELEMENT; (5) CHANGING THE LAND USE DESIGNATIONS ON THE FOLLOWING PARCELS: (A) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .42 ACRES AT 7201 PIONEER WAY; (B) FROM RESIDENTIAL LOW TO RESIDENTIAL MEDIUM FOR .29 ACRES AT 3519 GRANDVIEW STREET; (C) FROM MIXED USE TO COMMERCIAL/BUSINESS EMPLOYMENT CENTER FOR 20 ACRES AT 9600 - 44TH AVENUE N.W.; (D) FROM MIXED USE TO COMMERCIAL/BUSINESS EMPLOYMENT CENTER FOR 14 ACRES AT 10421 BURNHAM DRIVE; AND (6) CORRECTING MAPPING ERRORS IN THE COMPREHENSIVE LAND USE PLAN MAP TO BE CONSISTENT WITH PIERCE COUNTY'S DESIGNATION OF THE CITY'S URBAN GROWTH BOUNDARIES.

Section 2. Effective Date. This ordinance shall be in effect five days after its publication as provided by law.

PASSED by the City Council of the City of Gig Harbor, Washington, at a regular meeting held this th day of , 2003.

CITY OF GIG HARBOR, WASHINGTON

Mayor

ATTEST:

City Clerk

First Reading: January 13, 2003
Dated Passed:
Date of Publication:
Effective Date:

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

On _____, 2003 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

**AN ORDINANCE OF THE CITY OF GIG HARBOR,
WASHINGTON AMENDING ORDINANCE NO. 921, TO
CORRECT THE TITLE TO ACCURATELEY REFLECT THE
ACTION TAKEN.**

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

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

APPROVED by the City Council at their regular meeting of _____.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
SUBJECT: SISTER CITY ACTIVITY - TAKUMA, JAPAN
DATE: JANUARY 23, 2003

INFORMATION/BACKGROUND

At the last Council Meeting, Resolution 601 was approved authorizing a process for encouraging sister city cultural activities between city citizens and the citizens of other countries. World Cultural Interaction, a subcommittee of the Gig Harbor/Key Peninsula Cultural Arts Commission proposes to conduct a summer 2003 program of international youth exchange in the arts under the auspices of the Cultural Arts Commission.

The attached resolution documents that the CAC meets the requirements of Resolution 601 and suggests funding limits for the pilot program relationship for the summer of 2003. The program has already completed application to the Gig Harbor Arts Commission to fund this program of international youth exchange in the arts.

RECOMMENDATION

Staff recommends approval of the resolution.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ESTABLISHING SISTER CITY AFFILIATION WITH THE GIG HARBOR/KEY PENINSULA CULTURAL ARTS COMMISSION FOR THE PURPOSE OF ENCOURAGING CULTURAL YOUTH EXCHANGE ACTIVITIES DURING THE SUMMER OF 2003 WITH TAKUMA, JAPAN.

WHEREAS, the citizens of Gig Harbor have demonstrated a desire to learn more about the people of other cities throughout the world and enhance international communication and understanding; and

WHEREAS, the Gig Harbor/Key Peninsula Cultural Arts Commission is establishing a program to conduct direct contact, communication and coordination with the people of Takuma, Japan, for the purposes of cultural enrichment of youth in the respective cities; and

WHEREAS, the GH/KP CAC will maintain a commitment to the facilitation of human rights in its development of this program; and

WHEREAS, the GH/KP CAC is a 501(c)(3) non-profit organization that meets the requirements of City of Gig Harbor Resolution 601, Section 2: Criteria for Establishing and Maintaining Sister City Relationships; and

WHEREAS, a program of international youth exchange in the arts will offer significant cultural exchange opportunities to enhance mutual understanding of the world's cultural diversity; and

WHEREAS, the City of Gig Harbor has an informal relationship with Takuma, Japan:

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR:

Section 1: Funding. The GH/KP CAC and its subcommittees or subcommittee representatives may apply for funding from the Gig Harbor Arts Commission consistent with City of Gig Harbor 2003 Annual Budget allotment and consistent with GHAC grant guidelines, including approved contract procedures. Also, the 2003 pilot CAC program may request the City Council for General Fund support, but under no circumstances shall the CAC request aggregate monetary support from the City of Gig Harbor for this program that exceeds a total of \$5000.

Section 2: City Council Liaison.

The City of Gig Harbor hereby appoints Councilmember Bob Dick as the City Council liaison to the 2003 GH/KP CAC pilot international youth exchange in the arts program. Councilmember Dick will coordinate with in-state GH/KP CAC international youth exchange program activities during the summer of 2003.

Section 3: City Staff Liaison.

The city staff liaison to GH/KP CAC pilot international youth exchange program activities during the summer of 2003 will be City of Gig Harbor Marketing Director Lauren Lund.

Section 4: Effective Date. The procedures and responsibilities established herein shall be applicable only to this GH/KP CAC international youth exchange in the arts pilot program during year 2003.

RESOLVED this _____ day of _____, 2003.

APPROVED:

Gretchen A. Wilbert, Mayor

ATTEST / AUTHENTICATED:

Molly M. Towslee, City Clerk

Filed with the City Clerk: 1/8/03
Passed by the City Council:
Resolution No.



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FM: JOHN P. VODOPICH, AICP
RE: COMMUNITY DEVELOPMENT DIRECTOR
STORM WATER FACILITIES MAINTENANCE AGREEMENT
BETWEEN THE CITY OF GIG HARBOR AND PIERCE TRANSIT
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

In accordance with the City's Stormwater Design Manual, private on-site storm water collection and detention facilities were constructed within the Pierce Transit Park and Ride facility adjacent to Kimball Drive as part of the Kimball Drive Park and Ride Project. As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the City a nonexclusive right of entry onto those portions of the property immediately adjacent to the stormwater facilities for the purpose of inspection of the facilities, and further requires that the property owner perform his/her own regular inspection and maintenance of the facilities at the property owner's expense.

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

Council approval of the enclosed agreements is requested.

FISCAL CONSIDERATIONS

No funds will be expended for the aquisition of the described covenant.

RECOMMENDATION

I recommend that City Council approve this Stormwater Facilities Maintenance Agreement between the City of Gig Harbor and Pierce Transit.

AFTER RECORDING, RETURN TO:

**The City of Gig Harbor
Attn: City Clerk
3510 Grandview St.
Gig Harbor, WA 98335**

Document Title: **STORM WATER FACILITIES MAINTENANCE
AGREEMENT**

Grantor: Pierce Transit

Grantee: City of Gig Harbor

Legal Description: 100 FT. R/W THRU W 1/2 OF SW INCL R/W ACROSS
RD 12 FT WIDE .

The complete legal description may be found on page 6 of
the document.

Property Tax Parcel No.: 0221083025.

Reference No. of Documents Assigned or Released: None

RECEIVED
NOV 12 2002
PIERCE TRANSIT

STORM WATER FACILITIES MAINTENANCE AGREEMENT

This Storm Water Facilities Maintenance Agreement is made this 27 day of JANUARY, 2003, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Pierce Transit, a Washington municipal corporation (hereinafter "Pierce Transit"), located at 3701 - 96th Street S.W., Lakewood, Washington, 98499.

RECITALS

WHEREAS, the real property legally described in Exhibit A (attached hereto and incorporated herein by this reference) and commonly described as 6712 Kimball Drive, Gig Harbor, Washington (hereinafter the "Property") is leased to Pierce Transit from the Owner of the Property, which is the City of Tacoma; and

WHEREAS, pursuant to a lease agreement between the City of Tacoma and Pierce Transit dated July 1, 1997, as amended on August 28, 2001 (hereinafter the "Lease Agreement"), Pierce Transit has the right to use the Property as a transit facility with associated uses for a period of twenty (25) years from July 1, 1997; and

WHEREAS, in connection with Pierce Transit's development of the Property, the City has required and Pierce Transit has agreed to construct a storm water collection and detention system (the "Drainage System"); and

WHEREAS, the Drainage System is described and shown on the composite utilities plans prepared by the engineering firm of OTAK, Inc. dated June, 1, 2000 (hereinafter the "Drainage System Drawing"), for the Property, a copy of which is attached hereto as Exhibit B and is incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Drainage System, the parties have entered into this Storm Water Facilities Maintenance Agreement, in order to ensure that the Drainage System will be constructed and maintained in accordance with the approved plans and the City's development standards; and

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

TERMS

Section 1. Construction and Maintenance. Pierce Transit agrees to construct and maintain the Drainage System on the Property, as shown on the Drainage System Drawing, Exhibit B. The Drainage System shall be maintained and preserved by Pierce Transit, until such time as the City agrees that the system should be altered in some manner or eliminated, or until this Agreement is modified or terminated, as provided in Section 8 herein. Nothing in this Agreement shall affect the City's ability to enforce its codes against the Property, including the City's ability to enforce its regulations applicable to storm water drainage facilities, maintenance, operation, repair and reconstruction.

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

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

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

Section 5. Cost of Repairs and/or Maintenance. Pierce Transit shall assume all responsibility for the cost of any maintenance and for repairs to the Drainage System. Such responsibility shall include reimbursement to the City within thirty (30) days after the City mails an invoice to Pierce Transit for any work performed by the City pursuant to Section 4. Overdue payments will require payment of interest by Pierce Transit at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. Pierce Transit is hereby required to obtain written approval from the Community Development Director prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance)

in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the Drainage System.

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

Section 8. Termination.

A. Pierce Transit shall notify the City in writing at least sixty (60) days in advance of expiration of the Lease Agreement between Pierce Transit and the City of Tacoma. If the Lease Agreement is terminated through Pierce Transit's purchase of the Property, the parties agree that this Agreement shall continue in effect as long as Pierce Transit continues to operate the transit facility on the Property. This Agreement may be terminated by written instrument signed by the duly authorized representatives of both parties, or under the following conditions:

B. If the Lease Agreement is terminated or expires and Pierce Transit will no longer operate a transit facility on the Property, then this Agreement shall terminate when Pierce Transit carries out the following steps, after all applicable permits for the work have been applied for and issued by the City, and all work contemplated by the permits has been completed, consistent with the permits and generally acceptable construction practices:

1. remove all pavement, asphalt surfaces, restrooms and transit passenger shelters from the site; and
2. restore all land which had underlain pavement or asphalt surfaces to a pervious condition.

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

To the City:

Director of Community Development
City of Gig Harbor
3105 Judson Street
Gig Harbor, WA 98335

To Pierce Transit:

Facilities Manager
Pierce Transit
3701 - 96th Street S.W.
Lakewood, WA 98499

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement to be executed this ___ day of _____, 2003.

THE CITY OF GIG HARBOR

By _____
Its Mayor, Gretchen Wilbert

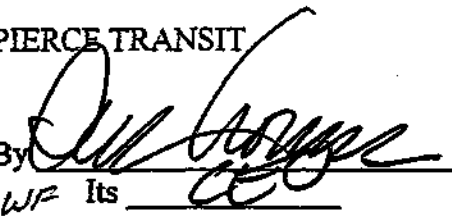
ATTEST:

City Clerk, Molly Towslee


APPROVED AS TO FORM:

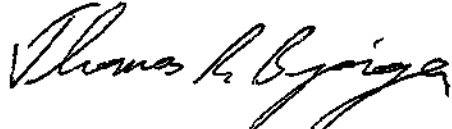
Carol A. Morris, City Attorney

PIERCE TRANSIT

By 
WF Its _____

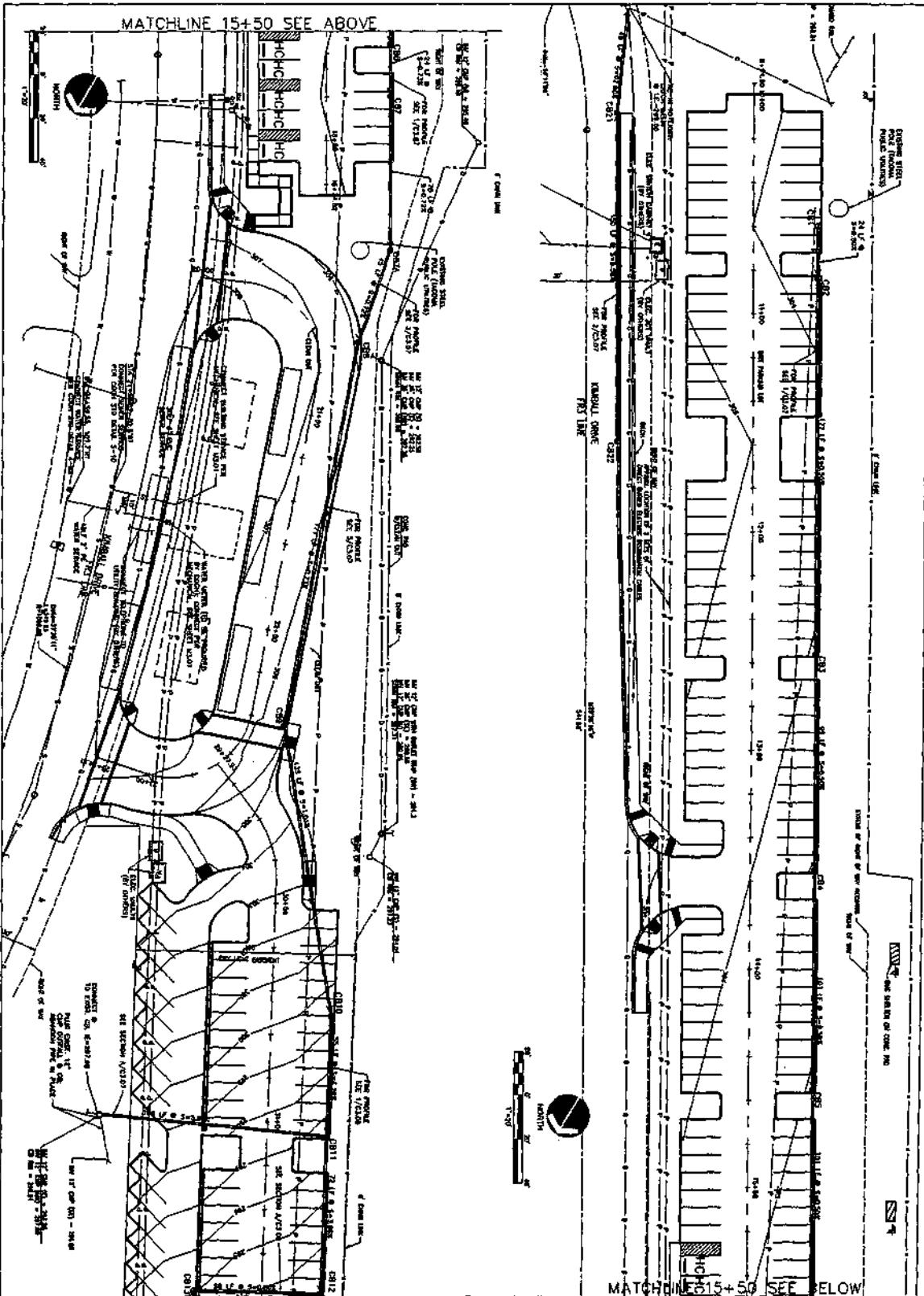
APPROVED AS TO FORM:


Thomas R. Bjorgen
Attorney for Pierce Transit



Legal Description
Kimball Drive Park and Ride Property

Commencing at the intersection of the West right of way line of the Frontage Road (FR3 Line) as delineated on Sheet 9 of 52 Sheets, Washington State Highway Department Map of SR 16, Narrows Bridge to Olympic Drive, dated March 19, 1970, with the North line of Government Lot 8, in Gig Harbor Abandoned Military Reservation in SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST of the W.M., in Pierce County, Washington; thence North 01 54'59" East, along said West right of way line of Frontage Road, 30.18 feet to the true point of beginning; thence South 01 54'59" West, along said West line, 263.82 feet; thence along a curve to the left, having a radius of 1030.00 feet, for an arc length of 229.31 feet, having a central angle of 16 degrees 38'58", to a point on the Easterly right of way line of Tacoma City Light Powerline, at Engineers Station FR317400.05; thence North 27 degrees 49'51" West, along said Easterly right of way line 403.10 feet; thence continuing along said Easterly right of way line, along curve to the right, having a radius of 183.00 feet, for an arc length of 220.64 feet, having a central angle of 15 degrees 31'51" to a point that bears North 88 degrees 39'25" West of the true point of beginning; thence South 88 degrees 39'25" East 232.33 feet to the true point of beginning.



MATCHLINE 31+80 SEE SHEET C3.05

MATCHLINE 615+50 SEE BELOW

NO.	DATE	BY	APPROV.	REVISIONS

Kimball Drive Park and Ride

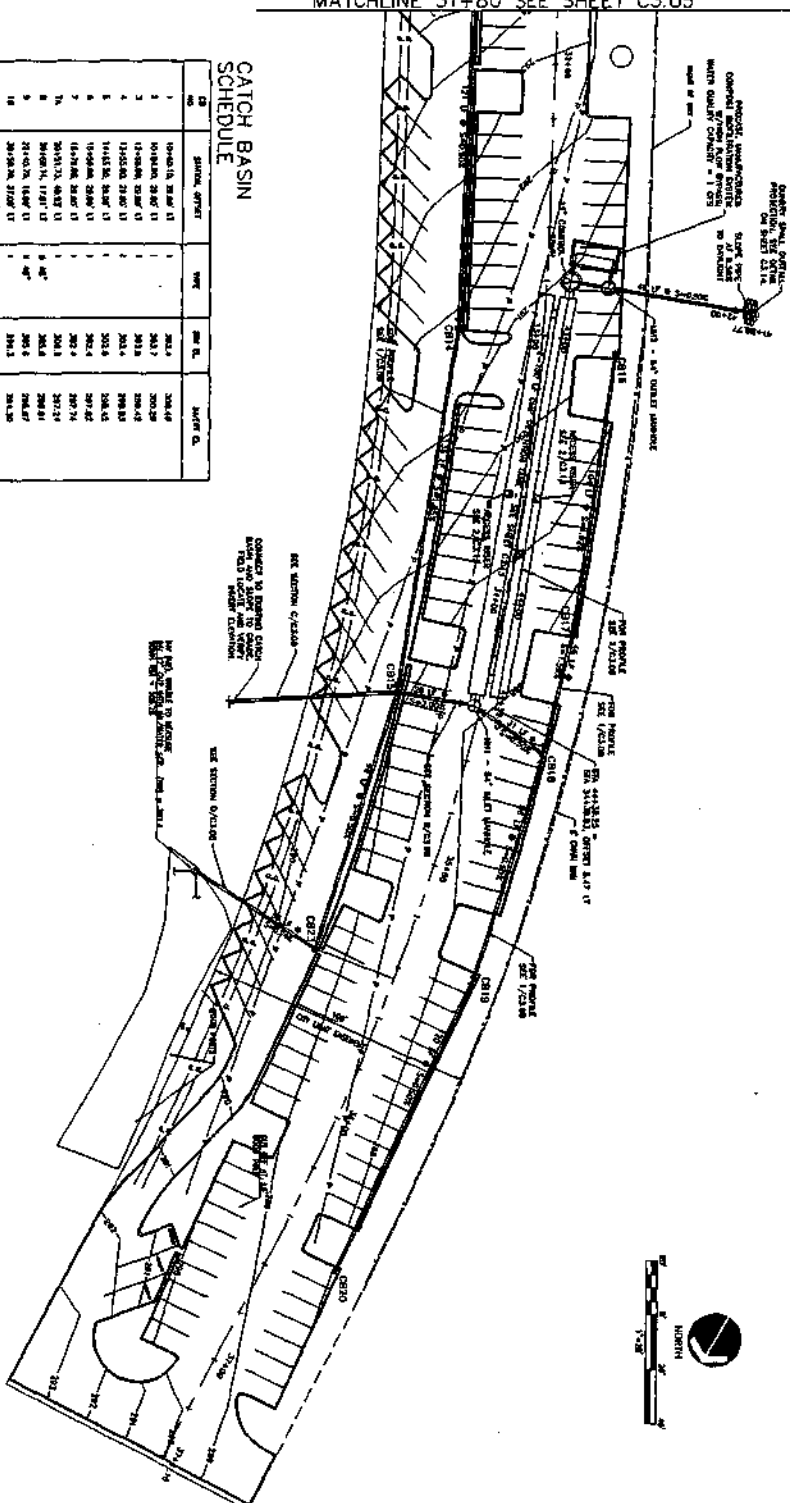
Kimball Drive Park and Ride
Composite Utilities Plan

7 EXHIBIT B

MATCHLINE 31+80 SEE SHEET C3.05

CATCH BASIN SCHEDULE

NO.	STATION	DEPTH	WIDE	NO. IN.	DEPTH
1	10+00.00	2.00'	12.00'	20x24	20x24
2	10+25.00	2.00'	12.00'	20x24	20x24
3	10+50.00	2.00'	12.00'	20x24	20x24
4	10+75.00	2.00'	12.00'	20x24	20x24
5	11+00.00	2.00'	12.00'	20x24	20x24
6	11+25.00	2.00'	12.00'	20x24	20x24
7	11+50.00	2.00'	12.00'	20x24	20x24
8	11+75.00	2.00'	12.00'	20x24	20x24
9	12+00.00	2.00'	12.00'	20x24	20x24
10	12+25.00	2.00'	12.00'	20x24	20x24
11	12+50.00	2.00'	12.00'	20x24	20x24
12	12+75.00	2.00'	12.00'	20x24	20x24
13	13+00.00	2.00'	12.00'	20x24	20x24
14	13+25.00	2.00'	12.00'	20x24	20x24
15	13+50.00	2.00'	12.00'	20x24	20x24
16	13+75.00	2.00'	12.00'	20x24	20x24
17	14+00.00	2.00'	12.00'	20x24	20x24
18	14+25.00	2.00'	12.00'	20x24	20x24
19	14+50.00	2.00'	12.00'	20x24	20x24
20	14+75.00	2.00'	12.00'	20x24	20x24
21	15+00.00	2.00'	12.00'	20x24	20x24
22	15+25.00	2.00'	12.00'	20x24	20x24
23	15+50.00	2.00'	12.00'	20x24	20x24
24	15+75.00	2.00'	12.00'	20x24	20x24
25	16+00.00	2.00'	12.00'	20x24	20x24
26	16+25.00	2.00'	12.00'	20x24	20x24
27	16+50.00	2.00'	12.00'	20x24	20x24
28	16+75.00	2.00'	12.00'	20x24	20x24
29	17+00.00	2.00'	12.00'	20x24	20x24
30	17+25.00	2.00'	12.00'	20x24	20x24
31	17+50.00	2.00'	12.00'	20x24	20x24
32	17+75.00	2.00'	12.00'	20x24	20x24
33	18+00.00	2.00'	12.00'	20x24	20x24
34	18+25.00	2.00'	12.00'	20x24	20x24
35	18+50.00	2.00'	12.00'	20x24	20x24
36	18+75.00	2.00'	12.00'	20x24	20x24
37	19+00.00	2.00'	12.00'	20x24	20x24
38	19+25.00	2.00'	12.00'	20x24	20x24
39	19+50.00	2.00'	12.00'	20x24	20x24
40	19+75.00	2.00'	12.00'	20x24	20x24
41	20+00.00	2.00'	12.00'	20x24	20x24
42	20+25.00	2.00'	12.00'	20x24	20x24
43	20+50.00	2.00'	12.00'	20x24	20x24
44	20+75.00	2.00'	12.00'	20x24	20x24
45	21+00.00	2.00'	12.00'	20x24	20x24
46	21+25.00	2.00'	12.00'	20x24	20x24
47	21+50.00	2.00'	12.00'	20x24	20x24
48	21+75.00	2.00'	12.00'	20x24	20x24
49	22+00.00	2.00'	12.00'	20x24	20x24
50	22+25.00	2.00'	12.00'	20x24	20x24
51	22+50.00	2.00'	12.00'	20x24	20x24
52	22+75.00	2.00'	12.00'	20x24	20x24
53	23+00.00	2.00'	12.00'	20x24	20x24
54	23+25.00	2.00'	12.00'	20x24	20x24
55	23+50.00	2.00'	12.00'	20x24	20x24
56	23+75.00	2.00'	12.00'	20x24	20x24
57	24+00.00	2.00'	12.00'	20x24	20x24
58	24+25.00	2.00'	12.00'	20x24	20x24
59	24+50.00	2.00'	12.00'	20x24	20x24
60	24+75.00	2.00'	12.00'	20x24	20x24
61	25+00.00	2.00'	12.00'	20x24	20x24
62	25+25.00	2.00'	12.00'	20x24	20x24
63	25+50.00	2.00'	12.00'	20x24	20x24
64	25+75.00	2.00'	12.00'	20x24	20x24
65	26+00.00	2.00'	12.00'	20x24	20x24
66	26+25.00	2.00'	12.00'	20x24	20x24
67	26+50.00	2.00'	12.00'	20x24	20x24
68	26+75.00	2.00'	12.00'	20x24	20x24
69	27+00.00	2.00'	12.00'	20x24	20x24
70	27+25.00	2.00'	12.00'	20x24	20x24
71	27+50.00	2.00'	12.00'	20x24	20x24
72	27+75.00	2.00'	12.00'	20x24	20x24
73	28+00.00	2.00'	12.00'	20x24	20x24
74	28+25.00	2.00'	12.00'	20x24	20x24
75	28+50.00	2.00'	12.00'	20x24	20x24
76	28+75.00	2.00'	12.00'	20x24	20x24
77	29+00.00	2.00'	12.00'	20x24	20x24
78	29+25.00	2.00'	12.00'	20x24	20x24
79	29+50.00	2.00'	12.00'	20x24	20x24
80	29+75.00	2.00'	12.00'	20x24	20x24
81	30+00.00	2.00'	12.00'	20x24	20x24
82	30+25.00	2.00'	12.00'	20x24	20x24
83	30+50.00	2.00'	12.00'	20x24	20x24
84	30+75.00	2.00'	12.00'	20x24	20x24
85	31+00.00	2.00'	12.00'	20x24	20x24
86	31+25.00	2.00'	12.00'	20x24	20x24
87	31+50.00	2.00'	12.00'	20x24	20x24
88	31+75.00	2.00'	12.00'	20x24	20x24
89	32+00.00	2.00'	12.00'	20x24	20x24
90	32+25.00	2.00'	12.00'	20x24	20x24
91	32+50.00	2.00'	12.00'	20x24	20x24
92	32+75.00	2.00'	12.00'	20x24	20x24
93	33+00.00	2.00'	12.00'	20x24	20x24
94	33+25.00	2.00'	12.00'	20x24	20x24
95	33+50.00	2.00'	12.00'	20x24	20x24
96	33+75.00	2.00'	12.00'	20x24	20x24
97	34+00.00	2.00'	12.00'	20x24	20x24
98	34+25.00	2.00'	12.00'	20x24	20x24
99	34+50.00	2.00'	12.00'	20x24	20x24
100	34+75.00	2.00'	12.00'	20x24	20x24



- NOTES**
1. ALL STRUCTURES CONFORM TO STANDARD SPECIFICATIONS FOR HIGHWAY BRIDGES AND STRUCTURES, LATEST EDITION.
 2. ALL STRUCTURES SHALL BE CONSTRUCTED WITH 15% OVERLAP AND SHALL BE PROTECTED AGAINST COLLISION WITH TRUCKS AND TRAILERS.
 3. CONCRETE SHALL BE TYPE 3 (ASTM C 150) OR BETTER.

Kimball Drive Park and Ride

Kimball Drive Park and Ride
Composite Utilities Plan

8 EXHIBIT B

DATE: 10/1/00
BY: [Signature]
APPD: [Signature]
REVISIONS:

DATE: 10/1/00
BY: [Signature]
APPD: [Signature]
REVISIONS:

PROJECT NO. C3.06



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
RE: RAY NASH COUNTRY ESTATES
- QUIT CLAIM DEED
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

As part of the agreement between the City and Bruce Reikow of Reikow Construction LLC, a Quit Claim Deed is being requested to be recorded for the parcels indicated in the Plat of Ray Nash Country Estates. The City maintains a sewer system on the west side of the Gig Harbor Peninsula near the intersection of Rosedale and Ray Nash Drive. All of the conditions of this plat have been met as stated in the May 16, 2001 letter from the City to Bruce Reikow. The recorded plat states that a 15 foot sewer easement is to be relinquished. This Quit Claim Deed relinquishes this 15 foot sewer easement that meanders across these parcels. The sewer easement was not used in the construction of sewer line and will never be used in the future. This Quit Claim Deed will clear this unused sewer easement from the title reports for these properties.

This Quit Claim Deed has been drafted and approved by Carol Morris, City Attorney.

City Council approval of the Quit Claim Deed agreement is being requested.

FISCAL CONSIDERATIONS

No funds will be expended for the relinquishment of the described Quit Claim Deed.

RECOMMENDATION

I recommend that City Council approve this Quit Claim Deed for Ray Nash Country Estates..

AFTER RECORDING, RETURN TO:

**The City of Gig Harbor
Attn: City Clerk
3510 Grandview Street
Gig Harbor, WA 98335**

Document Title: **Ray Nash Country Estates
Quit Claim Deed**

Grantor: **Reikow Construction LLC**

Grantee: **City of Gig Harbor**

Legal Description: **A portion of the NW 1/4 (G.L. 1) and the NE 1/4 of the
NW 1/4 of Section 11, Township 21 North, Range 1 East,
W.M.**

The complete legal description may be found on page 2 of
the document.

Property Tax Parcel No.: **3000700010, 3000700130, 3000700150, 3000700170,
3000700190, 0121112012**

Reference No. of Documents Assigned or Released: **AUDITOR'S FEE NO. 2168628,
9202250423**

QUIT CLAIM DEED

Grantor: City of Gig Harbor

Grantee: Reikow Construction LLC

Legal Description: A portion of the NW 1/4 (G.L. 1) and the NE 1/4 of the NW 1/4 of Section 11, Township 21 North, Range 1 East, W.M.

THAT PART OF THE FOLLOWING DESCRIBED TRACT OF LAND LYING EAST OF THE EAST LINE OF RELOCATED RAY-NASH COUNTY ROAD, AS CONVEYED AND DEDICATED TO PIERCE COUNTY BY DEED RECORDED UNDER AND DEDICATED TO PIERCE COUNTY BY DEED RECORDED UNDER AUDITOR'S FEE NO. 2168628:

BEGINNING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 1 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE SOUTH 990 FEET; THENCE WEST PARALLEL WITH THE NORTH LINE OF SAID NORTHWEST QUARTER TO THE GOVERNMENT MEANDER LINE OF THE SHORE OF HENDERSON BAY; THENCE NORTHEASTERLY ALONG SAID MEANDER LINE TO THE MOST NORTHERLY ANGLE POINT OF SAID MEANDER LINE IN SAID SECTION; THENCE NORTH 22°30' EAST TO THE NORTH LINE OF SAID SECTION; THENCE EAST TO THE POINT OF BEGINNING;

EXCEPT THAT PORTION LYING NORTHERLY OF THE CENTER LINE OF OLD CARR'S INLET-GIG HARBOR IMPROVEMENT COUNTY ROAD, AS CONVEYED AND DEDICATED TO PIERCE COUNTY BY DEED RECORDED APRIL 17, 1908 UNDER AUDITOR'S FEE NO. 264344, AND, VACATED BY ORDINANCE NO. 91-175 OF THE PIERCE COUNTY COUNCIL THE PIERCE COUNTY COUNCIL RECORDED UNDER AUDITOR'S FEE NO. 9202250423.

ALSO EXCEPT THEREFROM THE FOLLOWING DESCRIBED TRACT OF LAND:

COMMENCING AT THE SOUTHWEST CORNER OF LOT 1, SHORECREST FIRST ADDITION, ACCORDING TO PLAT RECORDED IN BOOK 33 OF PLATS AT PAGE 1, IN PIERCE COUNTY, WASHINGTON; THENCE ON THE SOUTH LINE OF SAID LOT EXTENDED SOUTH 89°57'52" EAST 268.93 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF RELOCATED RAY NASH COUNTY ROAD AND THE POINT OF BEGINNING; THENCE NORTH 34°03'25" EAST ALONG SAID RIGHT OF-WAY LINE 380 FEET; THENCE LEAVING SAID RIGHT-OF-WAY LINE SOUTH 69°34'19" EAST 237.49 FEET; THENCE SOUTH 34°03'25" WEST 100 FEET; THENCE SOUTH 05°29'35" WEST 150 FEET; THENCE NORTH 89°57'52" WEST 365 FEET TO THE POINT OF BEGINNING;

ALSO EXCEPT J.W. EARLE COUNTY ROAD (78TH AVENUE NORTHWEST) ALONG THE EAST BOUNDARY;

AND ALSO EXCEPT ROSEDALE-GIG HARBOR COUNTY ROAD ALONG THE NORTHERLY BOUNDARY, LYING WESTERLY OF SAID OLD CARR'S INLET-GIG HARBOR IMPROVEMENT COUNTY ROAD;

ALSO EXCEPT THE FOLLOWING:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 1 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE NORTH 89°00'40" WEST ALONG THE NORTH LINE OF SAID SUBDIVISION 1183.83 FEET; THENCE SOUTH 00°59'20" WEST 114.05 FEET TO THE TRUE POINT OF BEGINNING; THENCE CONTINUING SOUTH 00°59'20" WEST 208.72 FEET; THENCE NORTH 89°00'40" WEST 208.72 FEET; THENCE NORTH 00°59'20" EAST 208.72 FEET; THENCE SOUTH 89°00'40" EAST 208.72 FEET TO THE TRUE POINT OF BEGINNING.

Assessor's Property Tax Parcel or Account Number: 3000700010, 3000700130, 3000700150, 3000700170, 3000700190, 0121112012.

Reference Numbers of Documents Released: AUDITOR'S FEE NO. 2168628
AUDITOR'S FEE NO. 9202250423

The Grantor, the City of Gig Harbor, a Washington municipal corporation, for and in consideration of ten dollars (\$10.00) in hand paid, conveys and quitclaims to the Grantee Reikow Construction LLC, all interest the Grantor has on this date in the following described easement:

A 15' Sewer Easement – A.F.N. 2969521 and A.F.N. 8810270157 superceded by A.F.N. 8811280084 – whose centerline description is as follows:

The Point Of Beginning at the Northeast corner. Lot 14, of the Shorecrest First Addition, thence S30°04'54"E a distance of 68.39' to the True Point Of Beginning, thence S30°04'54"E and distance of 52.00', thence S58°44'54"E a distance of 185.00', thence S39°44'54"E a distance of 122.00', thence N19°14'46"E along a curve of 69°38'11" with a radius of 520.00' and a length of 632.00', thence N78o45'06"E and distance of 165.00', thence S77°15'54E a distance of 360.00', thence S61°14'54"E a distance of 115.00' being the termination of the 15' centerline easement.

Dated this 24th day of January, 2003.

City of Gig Harbor

Mayor, Gretchen Wilbert

ATTEST:

City Clerk, Molly Towslee

Approved as to form:

Carol Morris, City Attorney

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 The City of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

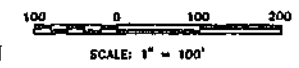
Dated: _____

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

My Commission expires: _____

RAY NASH COUNTRY ESTATES

A PORTION OF THE NW 1/4 (QL 1) AND THE NE 1/4 OF THE NW 1/4 OF SECTION 11, TOWNSHIP 21 NORTH, RANGE 1 EAST, W. PIERCE COUNTY, WASHINGTON



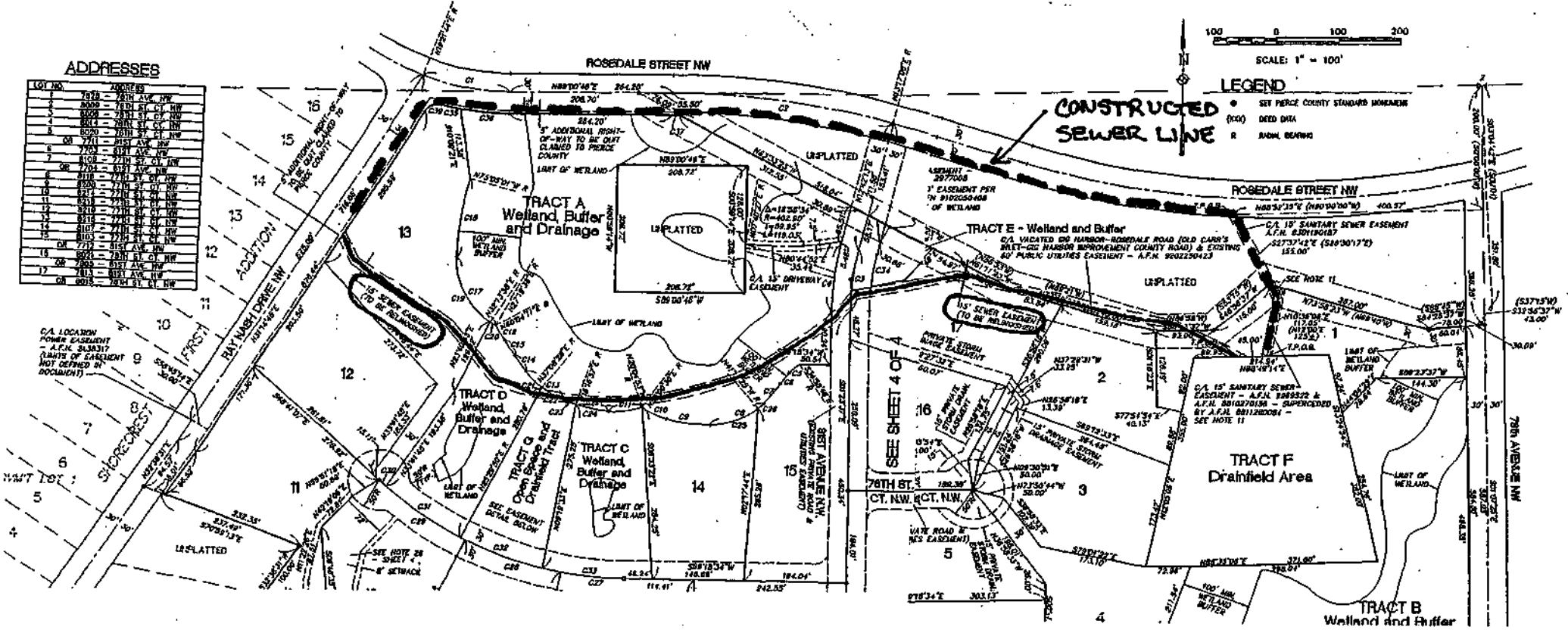
LEGEND

- SET PIERCE COUNTY STANDARD HOMEOWNERS
- (DC) DEED DATA
- R ADJAC. OWNERS

CONSTRUCTED SEWER LINE

ADDRESSES

LOT NO.	ADDRESS
1	7828 - 78th St. NW
2	8008 - 78th St. NW
3	8014 - 78th St. NW
4	8020 - 78th St. NW
5	OR 7711 - 81st Ave. NW
6	OR 7703 - 81st Ave. NW
7	OR 7704 - 81st Ave. NW
8	8118 - 77th St. NW
9	8214 - 77th St. NW
10	8210 - 77th St. NW
11	8213 - 77th St. NW
12	8114 - 77th St. NW
13	8107 - 77th St. NW
14	8103 - 77th St. NW
15	OR 7712 - 81st Ave. NW
16	8024 - 78th St. NW
17	OR 7803 - 81st Ave. NW
18	7813 - 81st Ave. NW
19	OR 8002 - 78th St. NW



C.A. LOCATION POWER EASEMENT - A.P.N. 3038317 (LIMITS OF EASEMENT NOT DEFINED BY DOCUMENT)

SEE SHEET 4 OF 1

TRACT B Welland and Buffer



City of Gig Harbor. The "Maritime City"

3105 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136

May 16, 2001

Bruce Reikow
Bruce Reikow Construction
P.O. Box 1579
Gig Harbor, WA 98335

SUBJ: Ray Nash Country Estates

Dear Mr. Reikow:

Public Works has completed the review of the revised sheet 4 of the Ray Nash County Estates Plat. All of the City's previous comments have been adequately addressed. Per the March 13, 2001 correspondence from Pierce County civil engineer Lois Wilson this letter shall confirm that the City of Gig Harbor has found the dedication of Tract F and sanitary easements (Notes 9 and 11) shown on Sheet 4 of 4 to be acceptable.

Please forward the final plat to the City for final signatures.

If there are any questions, or if additional information is needed, please contact this office at (253) 851-8145.

Sincerely,

David R. Skinner, P.E.
Public Works Director

c: John Vodopich, Planning Director
Mark Hoppen, City Administrator



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: DECLARATION OF SURPLUS PROPERTY
DATE: JANUARY 27, 2003

INTRODUCTION/BACKGROUND

The 2003 budget anticipated replacement of equipment and tools. In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The vehicles and other items of City property proposed for declaration as surplus are set forth in the attached resolution.

FISCAL CONSIDERATIONS

Monies received for the surplus items will be used to offset the costs for new vehicles and equipment.

RECOMMENDATION

I recommend that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE
FOR SALE.**

WHEREAS, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

WHEREAS, the City may declare such equipment surplus and eligible for sale;

NOW, THEREFORE, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	EQUIPMENT		SERIAL / ID NUMBER	MODEL INFO.
1	1993 Chevrolet ½ Ton Pickup 4x4		2GCEK19K7P1215836/ 00104	105,311 miles
2	1990 Chevrolet S-10 Pick-up		1GCCS1924M815-134/ 00819	69,588 miles
3	1992 Ford Ranger Pick-up		2FACP1W9PX147875/	129,305 miles
4	1984 Chevrolet 1-1/4 Ton Pick-up . 4x4 Ex Military		1GCGD34JOEF360476/ 00191	32,858 miles
5	1991 Ford Taurus 4-door Sedan		1FACP52UOMG117697	92,897 miles
6	1981 Home Built Equipment Trailer		WA7872068/00273	
7	1990 Jeep Wrangler Right Hand Steer		2J4FY29T3CJ516514/ 00204	87,856 miles
8	1990 Chevrolet ¾ Utility Box 4x4		1GBGKZ4K6LE195260/ 00141	96,883 miles
9	Sears Engine Analyzer		ID#00029	161.21045
10	Miller Regency 200 Power Source		JK697673/00125	
11	Miller S32S Wire Feed Unit		ID#00033	
12	1997 Homelite Weed Eaters	2	(1) H534434Q1/00242 (1) H53443294/00243	

PASSED ON THIS _____ day of _____, 200__.

APPROVED:

MAYOR GRETCHEN WILBERT

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



"THE MARITIME CITY"

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MITCH BARKER, CHIEF OF POLICE *MB*
SUBJECT: DECEMBER INFORMATION FROM PD
DATE: JANUARY 21, 2003

The December activity statistics are attached for your review. These numbers give a basic view of the 2002 totals. The year-end report should be out by the end of February.

The Marine Services Unit was used for 11 hours in December. All the hours were related to special events such as the Lighted Boat parade. The boat is now in winter storage but could be placed back in the water if needed.

Our two Reserve Officers volunteered 68.5 hours in December. This included patrol time, special events assistance, and training in Taser usage. For the year, our reserves donated 863 hours of service. Based on a low estimate of \$26.64 per paid 2002 patrol officer hour, including benefits, this equates to \$22,990. Our annual investment in the reserve program is around two thousand dollars. This is a valuable program and I hope we all appreciate the citizen officers who give so much of their time to us.

The bike unit provided ten hours of holiday event time. The bikes were mainly used in the business areas during the heavy shopping season.



'THE MARITIME CITY'

POLICE DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-2236 • WWW.CITYOFGIGHARBOR.NET

GIG HARBOR POLICE DEPARTMENT
MONTHLY ACTIVITY REPORT

Dec 2002

	<u>Dec</u> <u>2002</u>	<u>YTD</u> <u>2002</u>	<u>YTD</u> <u>2001</u>	<u>% chg</u>
CALLS FOR SERVICE	452	5,771	5,676	2%
SECONDARY OFFICER ASSIST	55	791	---	N/A
CRIMINAL TRAFFIC	6	139	179	-22%
TRAFFIC INFRACTIONS	60	890	775	15%
DUI ARRESTS	6	62	103	-40%
FELONY ARRESTS	7	79	60	32%
WARRANT ARRESTS	4	76	62	23%
MISDEMEANOR ARRESTS	16	201	219	-8%
CASE REPORTS	109	1,233	1,371	-10%
REPORTABLE VEHICLE ACCIDENTS	21	195	265	-26%



"THE MARITIME CITY"

3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-8136 • WWW.CITYOFGIGHARBOR.NET

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: DAVID RODENBACH, FINANCE DIRECTOR DR
DATE: JANUARY 21, 2003
SUBJECT: 2002 FOURTH QUARTER FINANCE REPORT

The 2002 fourth quarter financial reports are attached.

Total resources for all funds (revenues and beginning fund balances) were 101% of the 2002 annual budget. Annual revenues (excluding beginning fund balances) were 88% and expenditures (excluding ending fund balances) were 85% of the annual budget. Revenues fell short of budget because the expected sale of the city hall did not occur and the Borgen Boulevard local improvement district (LID) has not been finalized.

General Fund revenues (excluding beginning balance and \$1.5 million budgeted for sale of city hall) were 120% of budget. Taxes received in 2002 were 120% of budget, with sales taxes and telephone B & O taxes exceeding budget by \$741,000 and \$143,000. The bulk of the sales tax increase over 2001 was due to the new store openings in Gig Harbor North and construction activity. License and permit revenues, mostly due to building permits and plan checking fees, exceeded budget by \$73,000.

General Fund expenditures (excluding ending fund balance) were 91% of budget. All departments were within budget.

The Street Fund ended 2002 within budget and with a \$1.7 million approximate ending fund balance. The ending fund balance will be reduced by year-end payables that have yet to be processed and the portion that represents unspent impact fees.

2002 Hotel-Motel taxes were \$174,000. This is up a bit over the \$169,000 received in 2001 and about what we received in 2000. 2001 Hotel-Motel expenditures were \$131,700.

Water, Sewer and Storm operating revenues were 99%, 106% and 97% of budget (excluding beginning fund balances). Water, Sewer and Storm expenses (excluding ending fund balances) were 79%, 82% and 99% of budget.

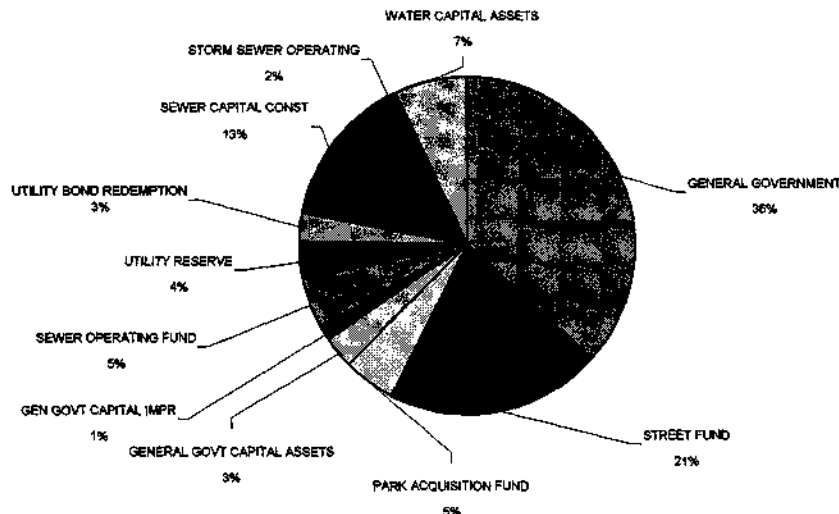
**CITY OF GIG HARBOR
CASH AND INVESTMENTS
YEAR TO DATE ACTIVITY
AS OF DECEMBER 31, 2002**

FUND NO.	DESCRIPTION	BEGINNING BALANCE	REVENUES	EXPENDITURES	OTHER CHANGES	ENDING BALANCE
001	GENERAL GOVERNMENT	\$ 3,389,269	\$ 5,707,520	\$ 5,993,444	\$ (109,488)	\$ 2,993,860
101	STREET FUND	1,763,078	2,236,247	2,035,241	(258,050)	1,706,034
105	DRUG INVESTIGATION FUND	8,164	324	5,381		3,108
107	HOTEL-MOTEL FUND	186,190	178,157	131,684	3,942	236,605
109	PARK ACQUISITION FUND	373,567	3,136,811	3,087,270	(6,139)	416,969
203	'87 GO BONDS - SEWER CONSTR	69,868	1,232	71,045	(55)	
208	91 GO BONDS & 97 LTGO BONDS	33,884	696,565	678,148	952	53,253
209	2000 NOTE REDEMPTION FUND		45,003	42,284		2,719
301	GENERAL GOVT CAPITAL ASSETS	5,994,028	224,509	5,498,522	(477,883)	242,132
305	GENERAL GOVT CAPITAL IMPR	335,905	179,313	400,000		115,218
307	LID NO. 99-1 FUND	1,500	(0)		(1,500)	
309	IMPACT FEE-TRUST AGENCY FUND					
401	WATER OPERATING FUND	37,796	725,006	634,654	(7,606)	120,541
402	SEWER OPERATING FUND	293,350	1,138,068	1,238,187	(101,895)	91,336
407	UTILITY RESERVE	530,080	13,094	250,000		293,173
408	UTILITY BOND REDEMPTION	203,012	635,784	450,705	(88)	388,003
410	SEWER CAPITAL CONST	1,636,888	392,284	831,519	(106,426)	1,091,228
411	STORM SEWER OPERATING FUND	303,633	430,216	592,219	5,543	147,173
420	WATER CAPITAL ASSETS	580,954	257,487	293,296	10,973	556,118
605	LIGHTHOUSE MAINTENANCE TRUST	1,728	33			1,761
631	MUNICIPAL COURT		64,618	66,811	2,192	
		\$ 15,742,895	\$ 16,062,270	\$ 22,300,410	\$ (1,045,528)	\$ 8,459,231

**COMPOSITION OF CASH AND INVESTMENTS
AS OF DECEMBER 31, 2002**

	MATURITY	RATE	BALANCE
CASH ON HAND			\$ 300
CASH IN BANK		1.000%	142,644
RESTRICTED CASH		1.000%	1,135
LOCAL GOVERNMENT INVESTMENT POOL		1.453%	7,155,153
FEDERAL HOME LOAN BANK	01/17/06	3.000%	300,000
FEDERAL HOME LOAN BANK	01/30/06	3.750%	360,000
FEDERAL HOME LOAN BANK	08/27/07	3.000%	500,000
			\$ 8,459,231

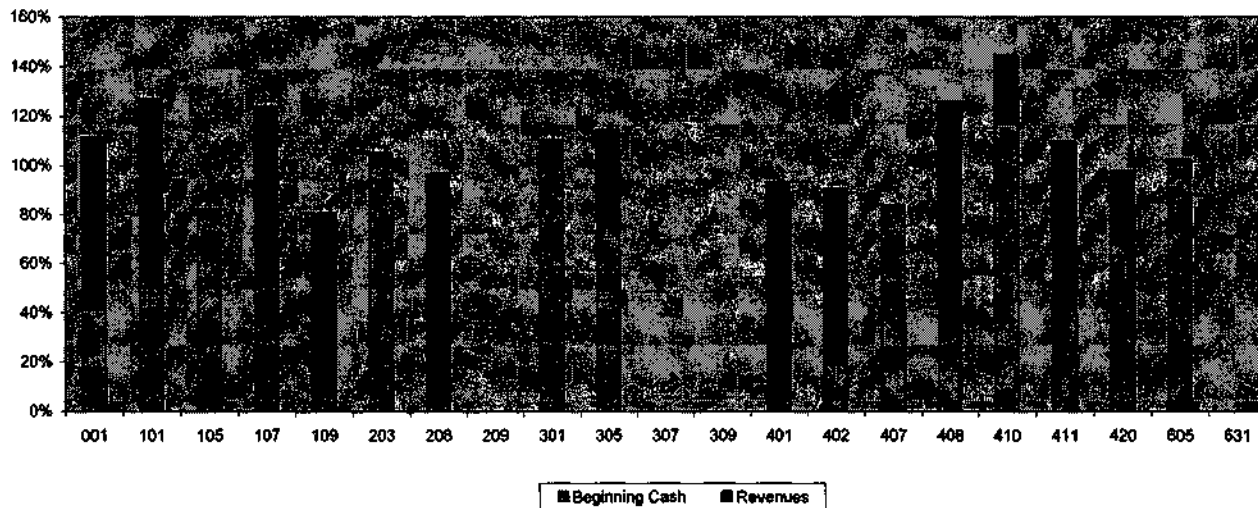
Ending Cash Balances By Fund



**CITY OF GIG HARBOR
YEAR-TO-DATE RESOURCE SUMMARY
AND COMPARISON TO BUDGET
AS OF DECEMBER 31, 2002**

FUND NO.	DESCRIPTION	ESTIMATED RESOURCES	ACTUAL Y-T-D RESOURCES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT	\$ 8,161,075	\$ 9,096,790	\$ (935,715)	111.47%
101	STREET FUND	3,149,186	3,999,325	(850,139)	127.00%
105	DRUG INVESTIGATION FUND	10,368	8,488	1,880	81.87%
107	HOTEL-MOTEL FUND	293,756	364,346	(70,590)	124.03%
109	PARK ACQUISITION FUND	4,362,931	3,510,378	852,553	80.46%
203	'87 GO BONDS - SEWER CONSTR	67,684	71,100	(3,416)	105.05%
208	91 GO BONDS & 97 LTGO BONDS	755,339	730,449	24,890	96.70%
209	2000 NOTE REDEMPTION FUND	1,261,625	45,003	1,216,622	3.57%
301	GENERAL GOVT CAPITAL ASSETS	5,634,681	6,218,537	(583,856)	110.36%
305	GENERAL GOVT CAPITAL IMPROVEMENT	449,462	515,218	(65,756)	114.63%
307	LID NO. 99-1 FUND		1,500	(1,500)	
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	819,176	762,801	56,375	93.12%
402	SEWER OPERATING	1,582,895	1,431,419	151,476	90.43%
407	UTILITY RESERVE	650,984	543,173	107,811	83.44%
408	UTILITY BOND REDEMPTION FUND	666,814	838,796	(171,982)	125.79%
410	SEWER CAPITAL CONSTRUCTION	1,402,851	2,029,172	(626,321)	144.65%
411	STORM SEWER OPERATING	669,497	733,849	(64,352)	109.61%
420	WATER CAPITAL ASSETS	859,577	838,441	21,136	97.54%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721	1,761	(40)	102.30%
631	MUNICIPAL COURT		64,618	(64,618)	
		\$ 31,476,422	\$ 31,805,165	\$ (328,743)	101.04%

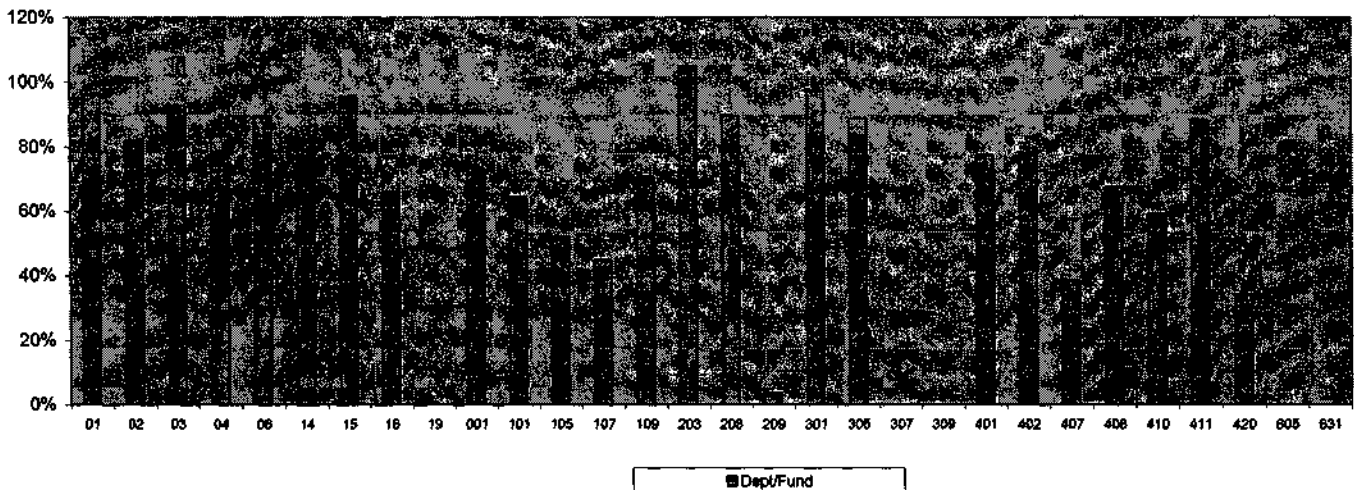
Resources as a Percentage of Annual Budget



**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
AND COMPARISON TO BUDGET
FOR PERIOD ENDING DECEMBER 31, 2002**

FUND NO.	DESCRIPTION	ESTIMATED EXPENDITURES	ACTUAL Y-T-D EXPENDITURES	BALANCE OF ESTIMATE	PERCENTAGE (ACTUAL/EST.)
001	GENERAL GOVERNMENT				
01	NON-DEPARTMENTAL	\$ 2,497,500	\$ 2,407,874.43	\$ 89,625.57	96.41%
02	LEGISLATIVE	30,600	25,153	5,447	82.20%
03	MUNICIPAL COURT	298,550	276,994	21,556	92.78%
04	ADMINISTRATIVE/FINANCIAL	671,400	563,766	107,634	83.97%
06	POLICE	1,620,961	1,449,248	171,713	89.41%
14	COMMUNITY DEVELOPMENT	866,705	715,969	150,736	82.61%
15	PARKS AND RECREATION	503,100	481,673	21,427	95.74%
16	BUILDING	109,800	72,768	37,032	66.27%
19	ENDING FUND BALANCE	1,562,459		1,562,459	
001	TOTAL GENERAL FUND	8,161,075	5,993,444	2,167,631	73.44%
101	STREET FUND	3,149,186	2,035,241	1,113,945	64.63%
105	DRUG INVESTIGATION FUND	10,368	5,381	4,987	51.90%
107	HOTEL-MOTEL FUND	293,756	131,684	162,072	44.83%
109	PARK ACQUISITION FUND	4,362,931	3,087,270	1,275,661	70.76%
203	'87 GO BONDS - SEWER CONSTR	67,684	71,045	(3,361)	104.97%
208	91 GO BONDS & 97 LTGO BONDS	755,339	678,148	77,191	89.78%
209	2000 NOTE REDEMPTION FUND	1,261,625	42,284	1,219,341	3.35%
301	GENERAL GOVT CAPITAL ASSETS	5,634,681	5,498,522	136,159	97.58%
305	GENERAL GOVT CAPITAL IMPROVEMENT	449,462	400,000	49,462	89.00%
307	LID NO. 99-1 FUND				
309	IMPACT FEE-TRUST AGENCY FUND	676,800		676,800	
401	WATER OPERATING	819,176	634,654	184,522	77.47%
402	SEWER OPERATING	1,582,895	1,238,187	344,708	78.22%
407	UTILITY RESERVE	650,984	250,000	400,984	38.40%
408	UTILITY BOND REDEMPTION FUND	666,814	450,705	216,109	67.59%
410	SEWER CAPITAL CONSTRUCTION	1,402,851	831,519	571,332	59.27%
411	STORM SEWER OPERATING	669,497	592,219	77,278	88.46%
420	WATER CAPITAL ASSETS	859,577	293,296	566,281	34.12%
605	LIGHTHOUSE MAINTENANCE TRUST	1,721		1,721	
631	MUNICIPAL COURT		66,811	(66,811)	
		\$ 31,476,422	\$ 22,300,410	\$ 9,176,012	70.85%

Expenditures as a Percentage of Annual Budget



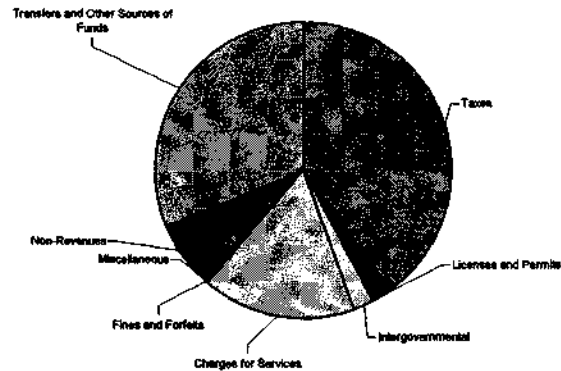
**CITY OF GIG HARBOR
YEAR-TO-DATE REVENUE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2002**

<u>TYPE OF REVENUE</u>	<u>AMOUNT</u>
Taxes	\$ 6,412,269
Licenses and Permits	363,040
Intergovernmental	377,322
Charges for Services	2,664,723
Fines and Forfeits	77,943
Miscellaneous	284,751
Non-Revenues	845,753
Transfers and Other Sources of Funds	5,036,470
Total Revenues	<u>16,062,270</u>
Beginning Cash Balance	15,742,895
Total Resources	<u>\$ 31,805,165</u>

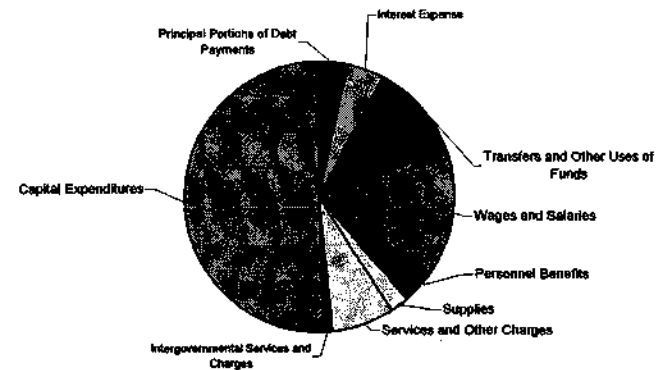
**CITY OF GIG HARBOR
YEAR-TO-DATE EXPENDITURE SUMMARY
BY TYPE
FOR PERIOD ENDING DECEMBER 31, 2002**

<u>TYPE OF EXPENDITURE</u>	<u>AMOUNT</u>
Wages and Salaries	\$ 3,364,756
Personnel Benefits	914,181
Supplies	495,153
Services and Other Charges	1,698,830
Intergovernmental Services and Charges	200,071
Capital Expenditures	11,249,103
Principal Portions of Debt Payments	768,968
Interest Expense	989,147
Transfers and Other Uses of Funds	2,620,202
Total Expenditures	<u>22,300,410</u>
Ending Cash Balance	8,459,231
Total Uses	<u>\$ 30,759,641</u>

Revenues by Type - All Funds



Expenditures by Type - All Funds



**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2002**

	SPECIAL REVENUE FUNDS										
	001 GENERAL GOVERNMENT	101 STREET	105 DRUG INVESTIGATION	107 HOTEL MOTEL	109 PARK ACQUISITION	301 GENERAL GOVT CAPITAL ASSETS	305 GENERAL GOVT CAPITAL IMP	307 LID NO. 99-1	309 IMPACT FEE TRUST FUND	605 LIGHTHOUSE MAINTENANCE	TOTAL SPECIAL REVENUE
CASH	\$ 39,852	\$ 33,346	\$ 61	\$ 4,625	\$ 575	\$ 4,733	\$ 2,252	\$ -	\$ -	\$ 34	\$ 45,626
INVESTMENTS	2,954,009	1,672,688	3,047	231,980	416,395	237,399	112,966	-	-	1,726	2,676,200
RECEIVABLES	50,750	38,579	-	-	-	-	-	-	-	-	38,579
FIXED ASSETS	-	-	-	-	-	-	-	-	-	-	-
OTHER	-	-	-	-	-	-	-	-	-	-	-
TOTAL ASSETS	3,044,611	1,744,613	3,108	236,605	416,969	242,132	115,218	-	-	1,761	2,760,405
LIABILITIES											
CURRENT	202,862	233,577	-	4,285	-	15,936	-	-	-	-	253,798
LONG TERM	34,711	34,711	-	-	-	-	-	-	-	-	34,711
TOTAL LIABILITIES	237,573	268,288	-	4,285	-	15,936	-	-	-	-	288,509
FUND BALANCE:											
BEGINNING OF YEAR	3,092,962	1,275,319	8,164	185,847	367,428	5,500,209	335,905	-	-	1,728	7,674,600
Y-T-D REVENUES	5,707,520	2,236,247	324	178,157	3,136,811	224,509	179,313	-	-	33	5,955,394
Y-T-D EXPENDITURES	(5,993,444)	(2,035,241)	(5,381)	(131,684)	(3,087,270)	(5,498,522)	(400,000)	-	-	-	(11,158,098)
ENDING FUND BALANCE	2,807,038	1,476,325	3,108	232,320	416,969	226,196	115,218	-	-	1,761	2,471,896
TOTAL LIAB. & FUND BAL.	\$ 3,044,611	\$ 1,744,613	\$ 3,108	\$ 236,605	\$ 416,969	\$ 242,132	\$ 115,218	\$ -	\$ -	\$ 1,761	\$ 2,760,405

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2002**

	DEBT SERVICE			TOTAL DEBT SERVICE
	203 87 GO BONDS SEWER CONST	208 91 GO BONDS SOUNDVIEW DR	209 2000 NOTE REDEMPTION	
CASH	\$ -	\$ 8,616	\$ 53	\$ 8,670
INVESTMENTS	-	44,637	2,666	47,303
RECEIVABLES	1,287	-	-	1,287
FIXED ASSETS	-	-	-	-
OTHER	-	-	-	-
TOTAL ASSETS	1,287	53,253	2,719	57,259
LIABILITIES				
CURRENT	-	1,054	-	1,054
LONG TERM	-	-	-	-
TOTAL LIABILITIES	-	1,054	-	1,054
FUND BALANCE:				
BEGINNING OF YEAR	71,100	33,783	-	104,883
Y-T-D REVENUES	1,232	696,565	45,003	742,800
Y-T-D EXPENDITURES	(71,045)	(678,148)	(42,284)	(791,477)
ENDING FUND BALANCE	1,287	52,200	2,719	56,206
TOTAL LIAB. & FUND BAL.	\$ 1,287	\$ 53,253	\$ 2,719	\$ 57,259

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2002**

	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	\$ 2,454	\$ 1,883	\$ 1,821	\$ 8,445	\$ 21,329	\$ 2,877	\$ 11,121	\$ 49,931
INVESTMENTS	118,087	89,453	291,352	379,558	1,069,898	144,296	544,997	2,637,641
RECEIVABLES	70,480	255,461	9,195	903,158	(2,019)	98,515	.	1,334,789
FIXED ASSETS	2,075,167	8,396,254	.	.	1,233,858	684,027	793,341	13,182,647
OTHER	.	.	.	5,178	.	.	.	5,178
TOTAL ASSETS	2,266,188	8,743,051	302,368	1,296,338	2,323,067	929,715	1,349,459	17,210,186
LIABILITIES								
CURRENT	24,577	705,074	.	388,969	27,494	26,707	12,330	1,185,151
LONG TERM	36,156	38,357	.	1,290,313	.	21,624	.	1,386,449
TOTAL LIABILITIES	60,733	743,430	.	1,679,282	27,494	48,331	12,330	2,571,600
FUND BALANCE:								
BEGINNING OF YEAR	2,115,103	8,099,740	539,275	(568,023)	2,734,807	1,043,387	1,372,939	15,337,228
Y-T-D REVENUES	725,006	1,138,068	13,094	635,784	392,284	430,216	257,487	3,591,938
Y-T-D EXPENDITURES	(634,654)	(1,238,187)	(250,000)	(450,705)	(831,519)	(592,219)	(293,296)	(4,290,580)
ENDING FUND BALANCE	2,205,455	7,999,621	302,368	(382,944)	2,295,572	881,384	1,337,130	14,638,586
TOTAL LIAB. & FUND BAL.	\$ 2,266,188	\$ 8,743,051	\$ 302,368	\$ 1,296,338	\$ 2,323,067	\$ 929,715	\$ 1,349,459	\$ 17,210,186

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
AS OF DECEMBER 31, 2002**

	ACCOUNT GROUPS				TOTAL
	FIDUCIARY 631 MUNICIPAL COURT	820 GENERAL FIXED ASSET GROUP	900 GENERAL L.T DEBT GROUP	TOTAL ACCOUNT GROUPS	
CASH	\$ -	\$ -	\$ -	\$ -	144,078.50
INVESTMENTS	-	-	-	-	8,315,153
RECEIVABLES	-	-	-	-	1,425,406
FIXED ASSETS	-	10,702,211	-	10,702,211	23,884,858
OTHER	-	-	-	-	5,178
TOTAL ASSETS	-	10,702,211	-	10,702,211	33,774,672
LIABILITIES					
CURRENT	5,890	-	-	-	1,648,755
LONG TERM	-	-	-	-	1,455,871
TOTAL LIABILITIES	5,890	-	-	-	3,104,626
FUND BALANCE:					
BEGINNING OF YEAR	(3,698)	10,702,211	-	10,702,211	36,908,186
Y-T-D REVENUES	64,618	-	-	-	16,062,270
Y-T-D EXPENDITURES	(66,811)	-	-	-	(22,300,410)
ENDING FUND BALANCE	(5,890)	10,702,211	-	10,702,211	30,670,046
TOTAL LIAB. & FUND BAL.	\$ -	\$ 10,702,211	\$ -	\$ 10,702,211	\$ 33,774,672

**CITY OF GIG HARBOR
STATEMENT OF FINANCIAL POSITION
BY FUND TYPE
AS OF DECEMBER 31, 2002**

	GENERAL GOVERNMENT	SPECIAL REVENUE	DEBT SERVICE	TOTAL GOVERNMENTAL	PROPRIETARY	FIDUCIARY	ACCOUNT GROUPS	TOTAL ALL FUND TYPES
ASSETS								
CASH	\$ 39,852	\$ 45,626	\$ 8,670	\$ 94,147	\$ 49,931	\$ -	\$ -	\$ 144,079
INVESTMENTS	2,954,009	2,676,200	47,303	5,677,512	2,637,641	-	-	8,315,153
RECEIVABLES	50,750	38,579	1,287	90,616	1,334,789	-	-	1,425,406
FIXED ASSETS	-	-	-	-	13,182,647	-	10,702,211	23,884,858
OTHER	-	-	-	-	5,178	-	-	5,178
TOTAL ASSETS	3,044,611	2,760,405	57,259	5,862,275	17,210,186	-	10,702,211	33,774,672
LIABILITIES								
CURRENT	202,862	253,798	1,054	457,714	1,185,151	5,890	-	1,648,755
LONG TERM	34,711	34,711	-	69,422	1,386,449	-	-	1,455,871
TOTAL LIABILITIES	237,573	288,509	1,054	527,136	2,571,600	5,890	-	3,104,626
FUND BALANCE:								
BEGINNING OF YEAR	3,092,962	7,674,600	104,883	10,872,445	15,337,228	(3,698)	10,702,211	36,908,186
Y-T-D REVENUES	5,707,520	5,955,394	742,800	12,405,714	3,591,938	64,618	-	16,062,270
Y-T-D EXPENDITURES	(5,993,444)	(11,158,098)	(791,477)	(17,943,019)	(4,290,580)	(66,811)	-	(22,300,410)
ENDING FUND BALANCE	2,807,038	2,471,896	56,206	5,335,140	14,638,586	(5,890)	10,702,211	30,670,046
TOTAL LIAB. & FUND BAL.	\$ 3,044,611	\$ 2,760,405	\$ 57,259	\$ 5,862,275	\$ 17,210,186	\$ -	\$ 10,702,211	\$ 33,774,672