

Gig Harbor City Council Meeting

**February 10, 2003
7:00 p.m.**



"THE MARITIME CITY"

SPECIAL PRESENTATION: Property Tax Presentation by Ken Madsen, Pierce County Assessor-Treasurer. This presentation will be held in the Civic Center Community Room at 6:30 p.m. on Monday, February 10th.

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 10, 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 27, 2003.
2. Correspondence / Proclamations: Citizens Against Gambling Expansion.
3. Appointment to Civil Service Commission.
4. Purchase Authorization for Source Meters.
5. Water Leak Detection Program – Inspection Services.
6. Skate Park Fencing – Contract Authorization.
7. Public Works Standards Update - Consultant Services Contract.
8. On-Call Professional Services - Consultant Services Contract.
9. Meter Reading Vehicle – Purchase Authorization.
10. Pt. Fosdick Landscape Median Project Consultant Services Contract.
11. 2002 Boating Safety Program Agreement.
12. Liquor License Renewals: Maritime Mart; Market Place Deli; The Harbor Kitchen; Eagles; Texaco; Tides Tavern; and Water to Wine.
13. Approval of Payment of Bills for February 10, 2003.
Checks #39154 through #39289 in the amount of \$342,874.81.
14. Approval of Payroll for the Month of January:
Checks #2323 through #2382 and direct deposit entries in the amount of \$233,728.73.

OLD BUSINESS:

1. Appointment / Re-Appointments to the Design Review Board.
2. Second Reading of Ordinance – Shooting Sports Facilities Ordinance.

NEW BUSINESS:

1. Ron Hanna – Pierce County Youth Assessment Center.
2. Requested Amendments to the Pierce County Comprehensive Plan.
3. Pavement Rating Survey Services – Consultant Services Contract.
4. Resolution – Arbor Day Celebration
5. Resolution – Ad Hoc Committees for the Skansie Property and the Wilkinson Property.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

Request for Council Committees and Nomination to the Zoo/Trek Authority Board.

ANNOUNCEMENT OF OTHER MEETINGS:

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF JANUARY 27, 2003

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

CALL TO ORDER: 7:05 p.m.

PLEDGE OF ALLEGIANCE

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of January 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.

Councilmember Franich asked that the minutes be amended on page three, paragraph six, to reflect that he asked if an ordinance would be legally sustainable.

Councilmember Young asked to remove Item #5 from the Consent Agenda, and place it under New Business.

MOTION: Move to approve the consent agenda as amended.
Picinich/Ruffo – unanimously approved.

OLD BUSINESS:

1. First Reading of Ordinance – Shooting Sports Facilities Ordinance. Carol Morris, Legal Counsel, explained that she has addressed the remarks in the letter from the Sportsman's Club stating that there were infirmities in the proposed ordinance. She said that her response outlined the reasons why the ordinance is not pre-empted under state law, adding that she has also prepared a short memo to explain why Council could adopt the ordinance if they chose to do so.

She began with the first issue, a claim by the Sportsman's Club that it is a legal, non-conforming use and that they retain rights to continue their operations. She said that their property is not a legal, non-conforming use, as is in the mixed-use zone. She explained the definition of non-conforming use of land is when the use is originally permitted, and then subsequently, due to zoning changes, or in this case, annexation, the regulations prohibit the use. In the city's mixed-use zone, commercial and recreational uses are permitted, which allow for shooting facilities. She stressed that the proposed ordinance is not a land-use ordinance, but a business licensing ordinance.

Carol addressed the second issue that the Sportsman's Club has the right to shoot on Sunday from 7 a.m. to 10 p.m. Carol said that she has not been able to locate the WAC 3.70 that they reference, adding that they may be referring to WAC 173, the state's noise code. She said that this code describes which noise regulations can be adopted for certain types of property, adding that it would not apply until adopted locally, as Pierce County has done. This has allowed the county the exemption from the noise code for authorized gun clubs between the hours of 7 a.m. and 10 p.m. For the club to say that they are authorized to shoot under Pierce County's Code is inaccurate. Because the city has not adopted the state's noise code, this exemption does not apply.

Carol continued to explain that Pierce County Codes are also adopted under nuisance regulations, and state law does not allow a nuisance to continue as a non-conforming use.

Carol explained that the Sportsman's Club argues that the proposed ordinance was preempted under RCW 9.41.290 and 9.41.300. She pointed out that there are a number of cases that interpret these statutes, citing one case in which the court stated that the legislature has given local government limited authority to enact laws involving the discharge of firearms under the preemption statute. It appears that the legislature's purpose in creating 9.41.300 2(a) would give unlimited authority in the discharge of firearms in areas where people, domestic animals or property would be endangered.

The developing record has established that people believe that their property is jeopardized either because of errant rounds from the gun club, or because of the noise, and now Council is considering adopting an ordinance because of these claims. This exemption would allow Council to do so. Carol pointed out that there is also case law that allows the city to adopt this type of ordinance under police powers based upon public safety, health and welfare.

Carol discussed a recent 9th Circuit Court appeals decision on a challenge to California's adoption of state laws that significantly strengthen the restrictions on the possession, use or transfer of assault weapons. The challengers alleged that the Second Amendment to the U.S. Constitution pre-empted those regulations. The 9th Circuit Court of Appeals found that the 2nd amendment imposed no limitation on California's ability to enact legislation regulation or prohibiting the use of firearms including dangerous weapons, because they interpreted the 2nd amendment not to apply to an individual's right to bear firearms, but to the more regulated militia to be able to keep and bear arms.

Mayor Wilbert asked if this memo would be available to other interested parties. Carol said that she would have copies made.

Councilmember Franich said that he had reviewed the Kramer One survey and asked Carol how she had come to her conclusion. Carol explained that she hadn't reached any conclusion, but was informing Council that a record had been established based upon allegations made by property owners that the gun club is jeopardizing their health and property. Councilmember Franich added that because those people came to Council, a safety study had been ordered which resulted in a report that the club was operating in a safe manner. Carol stressed that she was referring to what had been established in the record that would support this ordinance.

David Gordon – Attorney and member of the Sportsman's Club. Mr. Gordon said that he was impressed with the imperiousness of this discussion and asked Council to separate the "wheat from the chaff." Mr. Gordon asked why the pistol and rifle shooting was included in the closure on Saturdays if the complaint was due to the shotgun noise? He said that if the members were

not allowed to shoot on Saturdays, if would have a negative impact on the club economically. He continued to say that once the club was regulated, it would be the first step in putting them out of business. He stressed that there is no basis to close the range to rifle and pistol shooting on Saturdays, as this is one day that is convenient for members who work to come and use the range.

Mr. Gordon continued to say that the Kramer One study proves that the club is operating safely, and that he personally believed that the state law has pre-empted the noise ordinance. He then asked where the club would go if regulated out of business, and whether the club is worthy to be allowed to continue business? He concluded by asking Council to be reasonable about the hours of operation if they had to pass an ordinance.

Councilmember Owel asked Mr. Gordon why hadn't come forward before tonight in regards to the hours of operation. He responded that he didn't know that rifle/pistol shooting was an issue before now.

Councilmember Ekberg asked Mr. Gordon if his reference to economic impact on the club referred to loss of membership. Mr. Gordon responded that the rifle/pistol range is quite small, with the ability to handle only 10-12 people at a time safely. He said to close this function on a convenient day would be unfair and arbitrary. He explained that the club charges for this function, as it has to be closely monitored.

Doug Tenzler Mr. Tenzler clarified that the rifle/pistol range was off the docket in discussions between Mark Schaeffer and himself, and in the meetings, Mark claimed that rifle/pistol shooting was not an issue, so they proceeded with working on the shotgun hours alone. There were three meetings at two hours apiece to discuss the hours of operation. He stressed that they were totally under the impression that the rifle range was off the docket from comments from the Avalon Woods residents.

Councilmember Owel said that if the club wanted rifle and pistol shooting excluded from consideration on the Saturday hours, they should have mentioned it at the time this was discussed.

Mr. Tenzler read from the letter that had been submitted, which stated, "Fortunately, for negotiations, Avalon Woods is not concerned with rifle/pistol range hours." He continued to read the proposed rifle and pistol range hours, Monday through Sunday, 10 a.m. to 6 p.m. He pointed out that just as Carol believes her research is correct, the club also believes that the research that they have conducted is correct. He asked that Council use common sense in this particular issue and to note that Carol's comments were as a city attorney to her client, and may not include what may be brought from an attorney representing their side.

Mark Schaeffer – Avalon Woods. Mr. Schaeffer said that he concurred with Doug's statement about the hours of operation and apologized to Doug if he misinterpreted this. He said that he and Doug did not talk much about the rifle/pistol range, and that he didn't think it was an issue until he reported back to his people, and then they stated that the rifle/pistol shooting was an issue to them. He said that their proposed hours reflect this result.

Mark continued to address the legality issues of adopting an ordinance. He said that King County has an ordinance similar to the one being proposed to Gig Harbor City Council located in their code under Title 6, Business License and Regulations, 6.84 – Shooting Ranges. He added that it does not include hours of operation. He discussed the Ravensdale facility, which

changed their hours of operation to shoot no later than 9 p.m. because of a request by King County, from whom they lease their property.

Mark continued, stressing that they feel very strongly about the hours of operation. He referred to the sound analysis conducted last summer that identified the extent of the problem, reading from the summary of principal findings of the study. He asked Council to keep in mind that the noises that were identified as louder at times than the gun club were in very short intervals and explainable by neighborhood dogs, lawnmowers and typical everyday events. He also asked Council to remember that the noise generated from the gun club is close to one-quarter mile away and still impacted the receivers.

Mark continued to read from the report, which stated that noise levels during hours of intense activity at the club are several dpa higher than typical levels when the club is closed, indicating that the club is a source of adverse noise impacts upon the residents of Avalon Woods.

He said that there are several solutions to the problems; one, a noise abatement program; the second, a noise ordinance; the third, hours of operation. This third option would not resolve the issue of excessive noise levels, but gives a reprieve from the amount of exposure. It limits the times that the club members can shoot at night and gives one weekend day off to allow for family events. He said that they would also like to see the hours of operation that were modified at the last meeting be changed so that there would be no shooting on Tuesday or Thursday beyond 8:00 p.m.

David Jepson – 9810 43rd Ave. NW Mr. Jepson stressed that the rifle range and handgun shooting is a nuisance, adding that his wife has called to complain on several occasions on Monday mornings when law enforcement is there and shooting at 7 or 8 am, before the stated hours. He said that the shotguns are almost unbearable at times, but the handguns are loud. He said that the comments by the Sportsman's Club that they didn't realize that the rifle/pistol shooting had been included in Saturday's closure was a "red herring," as Councilmember Young made it clear in the worksessions that a "down day" meant a day closed to all shooting. He said he was concerned with the lack of compromise on the part of the gun club, adding that the residents had compromised on hours of operations. He asked why, if the club was concerned with their longevity, they were unwilling to work with the neighbors?

Dave O'Dell - Avalon Woods. Mr. O'Dell said that he moved here 9 years ago, and has seen much change since the annexation of Gig Harbor North and referred to the city projects implemented since then. He said that although the gun club had been here for fifty years, it has only been a member of the community since Gig Harbor North was annexed, the same as Avalon Woods. He added that Councilmembers, who know many of the old-name members of the club, face a monumental task in dealing with the problems that have developed over time.

Mr. O'Dell insisted that the gun club knew these problems were coming, and is why they had the county put the club on the plat map for Avalon Woods. He discussed the development and logging that had occurred over the years, as well as the increase in membership; all issues that have contributed to the present problems. He stressed that the club should not have to go away, they should just be good neighbors. He said that Council has the responsibility to accomplish what the Gig Harbor North residents and the members of the gun club had been unable to do.

Mr. O'Dell discussed the comment that there were no other ordinances regulating gun clubs and referenced those from King, Cowlitz and Kitsap Counties. He voiced concern that the gun club hadn't shown any concern about their neighbor who could have been killed and said that

anyone could conclude from reviewing the report and trajectory of the slug, that it came from the gun club and not the gravel pit.

Mr. O'Dell mentioned hearing someone say that if an ordinance passed, the city would be buying the city attorney a new Mercedes. He said that he also heard other threats to sue the city. He discussed the amount of property tax paid by both the club and by the Avalon Woods neighbors, adding that he guessed that not very many members of the club lived here.

He asked Council to pass the ordinance the way Avalon Woods would like to see it passed with no shooting after 6 p.m. and no Saturdays, and if necessary, buy the City Attorney her new Mercedes.

Jack Bujacich – 3607 Ross Avenue. Mr. Bujacich stated that he didn't hear Mr. Tenzler say that he was going to sue; what he heard was that there was a difference of opinion between attorneys. Mr. Bujacich stressed that all the noise requirements that had been set for the club had been met. He said that he wondered how many of the Avalon Woods folks had retained the 30-foot greenbelt that was required on their plat.

Mr. Bujacich continued to say that hours of operation do not create safety, again stressing that the club's record is clear. He commented adding that you don't use slugs to shoot traps.

He addressed the comment that the club hasn't negotiated anything, stressing that the club is willing to give up Saturdays except for the special shoots, and some evening hours. He explained that Thursday nights used to be the only night they shot...and Council should consider allowing them to continue until 10 p.m. on that one evening. He touched on the rumor that the gun club is going to move to the Bremerton Industrial Airport and asked Council to take this into consideration. He said that passing an ordinance that is too restrictive would create unnecessary friction.

Don Bennett – Avalon Woods. Mr. Bennett said that he was the one who brought the information from the neighbors about the pistol / rifle range being a noise problem adding that the noise report substantiates this. He said that he doesn't agree that the range is enclosed, as it is only covered and had baffling, but still emanates noise in a "grand fashion." He mentioned that there are two issues, safety and noise. He agreed that the steps taken by the club to ensure that they are operation safely should be applauded. He then said that he had second hand information that a neighbor on another street claimed to also have a round go through his window. He referenced exemptions in WAC 173, item 'B' of 60-5, paragraph six, which states "nothing in these exemptions is intended to preclude the department from requiring installation of the best available noise abatement technology consistent with economic feasibility." He said that in a manner of cooperation, the pistol/rifle range could be better enclosed to absorb sound.

Mr. Bennett concluded by reading a quote from the President's column of the Amateur Trap Shooting Association, Tom E. Akland, which reads "These are very interesting times regarding the future of ATA. With the relocation of our shooting home grounds on the horizon, a changing world around us, the sport of trap shooting, as we know it will like have to change. Many things continue to influence and reshape the sport; government regulations, a changing population and restrictive gun laws among others, and the effects continue. We must all work together for the betterment of this sport that we all enjoy."

Carolyn Whitson – 1818 99th St. Gig Harbor. Ms. Whitson said she was compelled to come and talk to the Council. She continued to say that last Thursday she attended a Navy League

function at the Avalon Woods Clubhouse. After the meeting, one of the members went to his car and came running back in and exclaimed, "My God...they're shooting guns in the neighborhood." Others ran out, heard the noise and couldn't believe it. Ms. Whitson said that while living in Canterwood for four months, she could hear the gun club, and she can hear it where she lives now. She asked Council how this can be allowed, especially on Thursday nights when children have to go to bed early for school. She stated that this isn't fair and is a total lack of consideration.

Dick Dadisman – Avalon Woods – Mr. Dadisman commented on something said at the last Council meeting when establishing the hours of operation. The comment was regarding the "tradition" of the club. He said that due to new development, the cutting of trees, and increased membership, tradition should no longer have any bearing on the hours of operation. He said that he agreed with the proposed hours except that Tuesday and Thursday evenings should be limited to 8:00 p.m.

Councilmember Ruffo said that safety was the first issue that came forward, which he is sensitive to, but the argument now is about the hours of operation, and no matter what the hours of operation, it's not going to solve the fundamental problem of safety.

Mr. Dadisman explained that the hours of operation are the one thing that there is some control over. He added that they are not interested in closing the club completely, but in improving the quality of life.

Councilmember Ruffo then asked that if the hours of operation are the issue, why couldn't the neighbors and the Sportsman's Club come to an understanding without coming to Council to pass an ordinance focusing primarily on hours of operation?

Mr. Dadisman said he was not privy to the conversations between the club and Avalon Woods, and deferred to Mr. Schaeffer.

Hal Hanson – Fox Island. Mr. Hanson said he has been a member of the Sportsman's Club for many years and is currently a range officer. He said that in years past, he has participated in the entire spectrum of activities at the club. He said that the noise issue would be a fair comparison to someone who bought a house under the runway at SeaTac. They knew the airport was there; yet complain about the noise levels. He continued to say that unfortunately, there isn't much that can be done about the noise at the gun club, but the comments about assault rifles, and the slug hitting the house, typifies the inaccuracies made in the Avalon Woods arguments. He said that there have never been slugs used at the shotgun range at the club that anyone is aware of. He said that he understood that the study done later indicated that the slug came from an unauthorized shooting at the gravel pit, and couldn't have come from the club.

Mr. Hanson said that Saturday is typically when people mow lawns, use yard blowers, run errands and run around, and he doubt that the noise would be reduced if the club were to be closed on that day. He addressed the health and safety issue by inviting Councilmembers to the range when he is acting as officer, so that he could demonstrate the extensive safety measures taken to prevent accidents.

Mayor Wilbert asked if there were any questions of the public, then made a recommendation to hold a worksession to consider the information given.

Councilmember Picinich asked Mr. Tenzler about the comment regarding the club moving to Bremerton.

Mr. Tenzler explained that there are confidentiality issues, but most are aware of the rumor that steps being taken to move the club. He continued to say that optimistically, it could be one and one-half to two years until completion. Mr. Tenzler then addressed Councilmember Ruff's question about hours. He said that he and Mr. Schaeffer were very close to having resolution on the hours of operation until Mark returned to his group, at which time a totally different set of times came about. He said the he and Mark, as presidents of their organizations, can't speak for every person in the group, and are directed to take certain action. He then addressed the tax base comments, claiming that over 200 of their members live within city limits.

Councilmember Ruffo voiced concern that the draft ordinance did not serve the city well, using the term "all gun clubs" as an example, asking just how many gun clubs do we want in Gig Harbor? The ordinance focuses on some specific issues, but is all too general in other areas to respond to the needs of the entire citizenry. He said that the Mayor's idea to discuss this further has merit, and offered his services as a mediator for any meetings that are scheduled between the two parties.

Mark Schaeffer agreed with Doug's statement that they had come to an agreement on the hours for every day except for Tuesdays and Thursdays, as the club requested to shoot until 10 p.m. and they countered with an offer to allow it to remain open until 8 p.m. This is where the conflict arose. He then addressed the safety issue, adding that the neighborhoods agree with what is contained in the ordinance, and that it is only the hours of operation left to be ironed out. He continued to say that the ordinance, as written, would assure that any gun club in Gig Harbor would continue to operate with the same level of safety, which would ensure safety regulations and a means to deal with complaints that was not present 16 months ago. He said that what the ordinance won't do is solve the secondary issue of noise, but it would give the neighbors reprieve and allow them to plan for an event. He added that originally, they had asked for Sunday's off, but the club insisted that they needed Sundays for special shoots, so they traded Sunday for Saturday. He said that he and Doug did a lot of work, restating that the only thing they disagreed upon was the closing time on Tuesdays and Thursdays. He said that he might have given Doug the wrong impression about allowing rifle/pistol shooting on Saturdays.

Councilmember Ruffo asked Mr. Schaeffer if the city should pass an ordinance if there were no gun clubs in the city. Mr. Schaeffer responded that if there were no club, the issue would never have been brought up. Councilmember Ruffo asked him, that because this is directed at this particular club, why they couldn't work through the remaining issues? Mr. Schaeffer responded that they tried, but the two sides don't agree. The gun club thinks an ordinance will drive them out of business, and the neighborhood believes that the ordinance would legitimize the operation. He said that they have come to Council to hear both sides and come up with an ordinance to mesh both ideals.

Andrew Costner – member of the Sportsman's Club. Mr. Costner explained that he attended the meetings when Mark and Doug toured the range, and assured Council that there was no mention of the rifle/pistol range being a problem. He discussed the different factions at both the gun club and Avalon Woods who are willing to go to court, but instead, chose to elect representatives to work out an ordinance that everyone could live with. He said that he attended the workshops that resulted in an eight-page ordinance as opposed to the original fifteen pages, and thought that something had been accomplished. He said now, Council is back to considering a fifteen-page ordinance just as if the workshops never happened. He continued to

stress that a lot of effort has gone into this and a lot of money has been spent by both Council and the club to ensure safety. He stated that now that safety is no longer a factor, it is the noise. He asked when noise is no longer a factor, what will be next?

Councilmember Ekberg pointed out that there are strikeouts left in until the final version. He said it wouldn't be fifteen pages when it is finalized. Councilmember Young responded to Mr. Costner's comment regarding generalizations that had returned in the ordinance since the worksessions, and asked him to point out any objections. He explained that he had been unable to get a copy until tonight and he would review it and get back with comments.

Hal Hanson said that Avalon Woods has made it sound like there is general public shooting solid from 7 a.m. until 10 a.m. at night. He asked to recite the hours of operation for the range. The Mayor asked him to submit these hours in writing and to cut his comments short.

She then closed the public comment portion of the meeting.

Councilmember Ruffo asked if they chose to hold a worksession, if they needed to act upon tonight? He proposed a motion to schedule a mutually convenient time to hold at least one public workshop to discuss this matter further, as he was uncomfortable with the draft ordinance as it stands. Councilmember Young said it would be simple to remove gun clubs from permitted uses, grandfathering the existing club.

Carol explained that this is a land use issue that would have to go before the Planning Commission. Councilmember Young stressed that Sportsman's Club is generally non-compatible with city functions, and recommended that this be forwarded to the Planning Commission to make a determination rather than holding a worksession.

Councilmember Franich said that he thought that might be appropriate for outdoor ranges, but not necessarily to exclude indoor ranges.

Councilmember Owel said that this issue has gone on for over a year, allowing plenty of time for discussion. She said she is concerned for those citizens impacted by the club and what relief can be given to them now. She said that this is a first reading of the ordinance and there is no reason that it cannot continue on to the next meeting for a second reading. If substantive changes are made, it will require another first reading. She gave a brief summary of the worksessions and meetings that have been held on this issue, adding that there had been very good testimony on both side of the issue.

Councilmember Ruffo said that he believes that it is bad law and made this motion.

MOTION: Move to schedule a mutually convenient time to hold at least one public workshop to discuss this matter further.
Ruffo/Franich -

Councilmember Young said that he thought the issue had been discussed at length, and Council was hearing the same testimony over and over. He said that the reality is that the two parties will not come to a resolution, and in some respects, both parties are right. He said that is what makes this tough, there is no right answer, and the only solution would be for the club to leave. He said that it has reached the point where the city could assist, rather than hinder that process. He said that a consensus had been reached regarding the framework for an ordinance, and reasonable hours for quiet enjoyment of property had been identified. He recommended

moving forward on passing the ordinance, but extending the effective date to leave a reasonable amount of time to allow the gun club to sort things out.

Councilmember Ruffo disagreed that the two parties cannot come to an agreement.

Councilmember Ekberg said that he agreed that there has been a year and a half of public input, and an ordinance that had been discussed line-by-line with both parties agreeing on most of it. He said that it is down to the one point that cannot be agreed upon, and the ordinance should proceed to the second reading. He said that between now and the second reading, if negotiation skills could find an amendment that would solve all the problems, he would be in favor of it. He said that another workshop is not in the citizen's best interest.

Mayor Wilbert said that she was not suggesting a public hearing, but a Council Workshop to fine-tune the ordinance before a second reading, asking for a representative from each side to come and sit in the room. Councilmember Ekberg said that the issues had been worked through at the last meeting and this meeting, and amendments could still be made at the second reading. Councilmember Ruffo called for vote on the motion on the table.

RESTATED MOTION: Move to schedule a mutually convenient time to hold at least one public workshop to discuss this matter further.
Ruffo/Franich – roll call results:

Ekberg – no; Young – no; Franich – yes; Owel – no; Dick – no; Picinich – yes; Ruffo – yes.

The motion failed, four to three.

Councilmember Picinich asked to discuss the times again. He said that he would like to allow pistol and rifle activity on Saturday, from 10 a.m. to 4 p.m., and leave Sunday the way it is, with five full weekends from 8 a.m. to 6 p.m. and 9 a.m. to 6 p.m. Councilmember Ekberg asked him to clarify his recommendation. He said he just wanted to add 10 a.m. to 6 p.m. on Saturdays rifle and pistol only, as this seems to be the last issue. He said he would be in favor of bringing this back for a second reading with this amendment.

MOTION: Move to amend the hours of operation to allow pistol and rifle shooting on Saturdays from 10 a.m. until 6 p.m.
Picinich/Ruffo –

Councilmember Franich said that noise is a problem, and the residents need to depend on one day with no noise, so he would like to keep Saturday closed.

Councilmember Ruffo said that noise is a problem, and anything that Council does is a compromise. He said again that he wondered why the parties couldn't have further discussion on what makes sense to them.

Councilmember Franich said that Council should be considering this ordinance in a broader manner. He said it is important to hear the Avalon Woods people, as they are directly affected, but the issue needs to be considered on a broader, citywide basis.

Councilmember Picinich asked about Mr. Bennett's testimony that more effort could be made to baffle the noise from the pistol and rifle range. Mr. Bennett said that he was suggesting that this was an area for common ground in which the club could make an effort.

Councilmember Young pointed out that this impacts the greater northern part of Gig Harbor, which has also been affected, but they have no representative speaking for them. He continued to say that Avalon Woods might agree to something, but it up to Council as elected officials to represent all the citizens.

Councilmember Ruffo agreed, but once again stressed that there is a way to resolve the issue with a few more meetings. He once more offered his services.

Councilmember Dick said that a decision needs to be made, adding that the question is how to tailor the hours to accommodate the competing concerns. He said that he was sensitive to the request for one day without shooting, but he also understands the club's need for hours when people can come. He said that Jake's suggestion has merit, and would allow the club to be open until 10 p.m. on Thursdays as it has been historically; leaving Saturday closed to all shooting. This would be a compromise by both parties.

AMENDED MOTION: Move to amend the motion to remove the 10 p.m. – 6 p.m. rifle and pistol only shooting on Saturday and to extend the Thursday hours from 8 a.m. – 10 p.m.
Dick/Owel –

Mayor Wilbert objected to the extension of hours on Thursday to 10:00 p.m. and recommended 9:00 p.m. *due to bedtimes for children, as requested by the neighbors.*

Councilmember Owel recited the hours as amended by the last motion.

Councilmember Young said that he was not comfortable with the amendment as financially, it may be worse for the club and it might be worse for the residents. He said that he would like to pass the ordinance as it is now, with an extended effective date that would allow the parties to work toward an agreement. Councilmember Owel pointed out that if the hours were to be extended from 8 a.m. to 10 p.m. on Thursdays, then Tuesday's hours would be cut back to 8 a.m. to 6 p.m. as opposed to the 8 a.m. to 9 p.m. as it is currently proposed.

Councilmember Ekberg said that the club asked for 10 p.m. and the neighbors asked for 8 p.m., and his recommendation for 9 p.m. was a compromise. He said that 10 p.m. is too late and he would be opposed to this amendment. Several other Councilmembers agreed. A vote was taken.

RESTATED AMENDMENT: Move to amend the motion to remove the 10 p.m. – 6 p.m. rifle and pistol only shooting on Saturday and to extend the Thursday hours to 8 a.m. – 10 p.m.
Dick/Owel – roll call vote.

Ekberg – no; Young – no; Franich – yes; Owel – yes; Dick – yes; Picinich – no; Ruffo – no.

The motion failed four to three.

ORIGINAL MOTION: Move to amend the hours of operation to allow pistol and rifle shooting on Saturdays from 10 a.m. until 6 p.m.
Picinich/Ruffo – six voted in favor. Councilmember Owel voted no.

Councilmember Owel asked for the motion to be restated. Councilmember Franich explained that he also was confused about the motion asked for reconsideration. He added that he felt strongly that the club should be closed to all shooting on Saturdays.

MOTION: Motion to reconsider.
Franich/Owel – roll call vote.

Ekberg – no; Young – yes; Franich – yes; Owel – yes; Dick – yes; Picinich – no; Ruffo – no.

The motion carried four to three.

MOTION: Move to have the Sportsman's Club closed to shooting on Saturdays.
Franich/Owel – roll call vote.

Ekberg – no; Young – no; Franich – yes; Owel – yes; Dick – yes; Picinich – no; Ruffo – no.

The motion failed, four to three. The club will remain open to pistol/rifle shooting on Saturday, 10 a.m. to 6 p.m.

2. Second Reading of Ordinance Relating to Street Vacations – Amending GHMC 12.14.018(A). John Vodopich explained that this ordinance would amend the Municipal Code to bring it into consistency with a recent amendment to state statute in regards to the ability 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.

MOTION: Move to adopt Ordinance No. 924.
Young/Picinich – unanimously approved.

3. Second 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 Updates.

MOTION: Move to adopt Ordinance No. 925.
Young/Dick – unanimously approved.

NEW BUSINESS:

1. Resolution - Sister City Activity – Takuma, Japan. Mark Hoppen presented this resolution that adopts a relationship with the Cultural Arts Commission relative to the sister city activities with Takuma, Japan. He said that it sets funding limits for all possible city support not to exceed \$5000, and appoints Councilmember Bob Dick and city staff member, Laureen Lund, as liaisons for the program.

Councilmember Franich said that he did not believe that the city should be spending money on this type of activity. He said that the Narrative of Objectives for the Gig Harbor Arts Commission states that the function is to provide events and art projects for city residents. He continued to say that the sister city program only gives benefit to a few individuals.

Mark addressed these comments. He stressed that the expenditures would be contracted with the organization and legal under state law. He said that the funds would be largely related to

program costs for arts activities in the local area for both students visiting and the accompanying local students that will be with them. He said that it is important to remember that this activity is not just a cultural exchange of students, but also an exchange of students between cultures for the purpose of exploring the arts.

Councilmember Young said that this sounds like a great program, but he agreed that it doesn't touch that many lives, whereas a \$5000 public art display would benefit all citizens.

Mayor Wilbert stressed that the students will be bringing adults that would be staying in the area and spending money.

Councilmember Ekberg said he was more at ease with the agreement now that there are two liaisons representing the city. He asked how the funds would be spent. Mark explained that the money would relate to supplies, entry costs, and event travel costs.

Councilmember Franich said he would be amenable to a one-time expenditure, but voiced concern that this would set a precedent.

Councilmember Ruffo said that a sister-city program is generally well received and would benefit both communities. He added that Gig Harbor needs to expand its horizons and look at cultural diversity.

Mayor Wilbert agreed, and discussed the partnering opportunities with the school district and the Cultural Arts Commission to bring cultural diversity to our area.

Councilmember Franich said that the city should take a more long-term approach to the money. Mark stressed that this is a pilot program, and no guarantee that the money would be available in the future.

MOTION: Move to adopt Resolution No. 602, 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.
Owel/Ruffo – five voted in favor. Councilmembers Young and Franich voted no.

2. Stormwater Facilities Maintenance Agreement - Pierce Transit Park & Ride. John Vodopich, Community Development Director, presented this agreement for the stormwater facility located at the Kimball Drive Park & Ride. Carol Morris pointed out that there were several special provisions in Section 8 of the agreement to address the fact that Pierce Transit does not own the property, but leases it from the City of Tacoma.

MOTION: Move to approve the Stormwater Facilities Maintenance Agreement with Pierce Transit.
Ruffo/Picinich – unanimously approved.

3. Ray Nash Country Estates – Quit Claim Deed. John Vodopich presented this quit claim deed a 15 foot sewer line easement back to the property owner, as it was not longer needed, as the sewer line was located in the street.

MOTION: Move to approve the Quit Claim Deed for Ray Nash Country Estates. Young/Picinich – unanimously approved.

4. Resolution – Surplus Property. John Vodopich presented this resolution declaring city property surplus.

MOTION: Move to Resolution No. 603. Picinich/Franich – unanimously approved.

5. Appointments to the Design Review Board. Councilmember Young explained that he would like to table this until the next meeting to allow time to review the other applications before accepting the Mayor's recommendation, as this committee was the within the sole power of the City Council to appoint. He pointed out that the members must live within limits.

MOTION: Move to table this until the next meeting. Young/Picinich – unanimously approved.

STAFF REPORTS:

1. GHPD – December Stats. Mayor Wilbert asked Chief Barker about the comment that law enforcement officers were using the Sportsman's Club at 7 a.m. Chief Barker explained that there were several agencies, including the Department of Corrections and State Patrol that use the facility. He assured her that the Gig Harbor Police Department was not shooting before the posted hours.

2. David Rodenbach, Finance Director – 2002 Fourth Quarter Report. Mr. Rodenbach said that there were no surprises with this report and offered to answer any questions.

PUBLIC COMMENT: None.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Owel reported that she would be receiving a memo from her about current bill placed by the Entertainment Industry Coalition and its impact upon cities in regards to lack of land use control.

Councilmember Young said that he had gone to Olympia to speak with our local legislators and committee members from finance and local government regarding a proposed bill to raise sales tax in Pierce County by .3%. He explained that the distribution based upon population, and urged other Councilmembers to voice their concerns to all of Pierce County's delegation.

Mayor Wilbert said that she had attended the Pierce County Cities and Towns meeting. She said that Jim Justin, Association of Washington Cities, strongly recommended that Councilmembers read the Legislative Bulletins that are distributed during session. She said that Steve Bailey, Pierce County DEM, was also present and spoke about the Citizen's Corp, Homeland Security and the neighborhood training programs. She added that she also attended the Communities and School meeting this evening, and said that she encouraged them to create after-school activities that would the talents of our retired community.

EXECUTIVE SESSION: For the purpose of discussing property acquisition per RCW 42.30.110(b) and pending litigation per RCW 42.301.110(i).

MOTION: Move to adjourn to executive session at 9:20 for approximately ten minutes to discuss property acquisition and pending litigation.
Picinich/Ruffo – unanimously approved.

MOTION: Move to return to regular session at 9:33 p.m.
Ruffo/Owel - unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:33 p.m.
Ruffo/Picinich - unanimously approved.

CD recorder utilized:
Disc #1 Tracks 1-12
Disc #2 Tracks 1-9

Gretchen Wilbert, Mayor

City Clerk

Citizens Against Gambling Expansion

January 23, 2003

The Honorable Gretchen Wilbur
City of Gig Harbor
3105 Judson St
Gig Harbor, WA 98335-1221

RECEIVED
JAN 27 2003
CITY OF GIG HARBOR

Dear Mayor Wilbur:

As people who care about the quality of life in Washington, we are writing to ask you to join our efforts to prevent further expansion of gambling.

Gambling proponents, including some state elected officials, are urging the Legislature to allow as many as 18,900 new video slot machines in card rooms, bowling alleys, restaurants, bars, taverns, horse race tracks and bingo halls. Some are also calling for five-minute keno games operated by the state. This dramatic increase would change the face of Washington – and turn all kinds of establishments into casinos.

Proponents suggest that flooding the state with video slot machines and other gambling devices is a good thing because it would provide a new source of state revenue. While we need to find creative ways to generate new revenue, legislators should not resort to this desperate, “so-called” solution. Whatever new revenue might be generated comes with a cost and involves major public policy questions. We believe the debate over expanding gaming should center on those public policy questions – and the costs – not on the potential revenue. There are major unsolved policy issues, including whether state legislation would nullify the bans many local jurisdictions have on gambling.

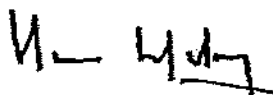
We don't believe convenience gambling – with flashing neon signs and video slot machines everywhere we turn – is consistent with the vision most citizens have of our state's future. We hope you share this view and will join our cause.

Please fill out the enclosed card and mail it back to us today.

Sincerely,



Booth Gardner
Former Governor



Norm Maleng
King County Prosecutor



Don't gamble with
Washington's
quality of life.



Citizens Against Gambling Expansion
P.O. Box 4116
Seattle, WA 98104-0116

Gambling proponents, including some state elected officials, want to flood the state with thousands of video slots to be installed in card rooms, taverns, horse tracks, bowling alleys, restaurants and bingo halls. Some are also calling for five-minute keno game booths. They're telling legislators it will bring millions of tax dollars to the state, but what they're not telling them is what it will cost to get that revenue.

Gambling doesn't create a dime of new revenue. It takes away revenue from local businesses and in severe cases, robs families of basic needs.

Most citizens don't want more gambling. Voters have twice overwhelmingly rejected statewide gambling initiatives during the past 10 years. In addition, more than 50 local jurisdictions have banned or restricted gambling activities.

Social problems will increase. More than 250,000 adults in our state have had gambling problems sometime during their lives. The costs associated with problem gambling, including job loss, public assistance, domestic violence and criminal justice, will only increase as gambling is expanded.

Show your support. Please fill out, tear off and send in the below piece today!

www.nomoregambling.org

I oppose further expansion of gambling, especially video slot machines, in Washington state.

NAME

TITLE

ORGANIZATION

ADDRESS

CITY

STATE

ZIP

PHONE

FAX

EMAIL



"THE MARITIME CITY"

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

TO: CITY COUNCILMEMBERS
FROM: MAYOR GRETCHEN WILBERT
SUBJECT: APPOINTMENT AND RE-APPOINTMENT TO THE CIVIL SERVICE COMMISSION BOARD
DATE: FEBRUARY 5, 2003

INFORMATION/BACKGROUND

The terms of all three members of the Gig Harbor Civil Service Commission Board have expired, and members Pat Gregory and Bill Owel have graciously offered to serve another six-year term. Jerry Crutchfield has served on the Board since 1986, and did not respond to the meeting notice and reappointment request. A letter was sent to Mr. Crutchfield thanking him for his many years of service to the city.

Commission members Owel and Gregory, with Chief Mitch Barker's approval, recommended Mr. Bertrum Beneville. Molly Towslee, Secretary and Chief Examiner of the Civil Service Board, contacted Mr. Beneville and found that he would be interested in serving.

RECOMMENDATION

I am requesting a council motion for the re-appointments of Pat Gregory and Bill Owel, and the appointment of Bertrum Beneville to six-year terms on the Gig Harbor Civil Service Commission Board.



'THE MARITIME CITY'

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

January 24, 2003

Mr. Bertrum Beneville
3002 Soundview Court
Gig Harbor, WA 98335

Re: Gig Harbor Civil Service Commission

Dear Mr. Beneville;

The Civil Service Secretary, Molly Towslee, has informed me that you have shown an interest in service on the Civil Service Board. The City of Gig Harbor is grateful to dedicated people like you who volunteer to give of their time and talents to make our City a better place.

The term is for six years, and I will make my recommendation for your appointment to the Gig Harbor City Council at the next meeting of February 10th. Molly will be forwarding a copy of the Civil Service Rules and Regulations and other information regarding the Board at that time.

Again, thank you for offering to serve. Please feel free to contact Molly at 851-8136 if you have any questions.

Sincerely,

Gretchen A. Wilbert
Mayor, City of Gig Harbor

C: Bill Owel, Civil Service Commission Member
Pat Gregory, Civil Service Commission Member
Chief Mitch Barker



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: PURCHASE AUTHORIZATION FOR SOURCE METERS
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

An identified Water Objective in the 2003 Budget was to purchase source meters at Wells 3, 4, and 5 so that they are compatible with the City's SCADA system.

Price quotations for the flow meters were requested from three vendors in accordance with the City's process for the purchase of supplies, materials, and equipment (Resolution 593). The price quotations are summarized below:

<u>Vendor</u>	<u>Total</u> (including sales tax and shipping)
TMG Services, Inc.	\$ 8,965.12
H.D. Fowler Company	\$ 9,519.79
Technical Systems, Inc.	\$10,998.00

The lowest price quotation received was from TMG Services, Inc., in the amount of \$8,965.12, including state sales tax and shipping.

ISSUES/FISCAL IMPACT

The purchase of the flow meters are within the \$12,000 allocated in the adopted 2003 Budget in the Water Operating Fund, Repairs and Maintenance line item.

RECOMMENDATION

I recommend that the Council authorize the purchase from TMG Services, Inc., as the lowest vendor, for their price quotation proposal amount of eight thousand nine hundred sixty-five dollars and twelve cents (\$8,965.12), including state sales tax and shipping.



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
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
WATER LEAK DETECTION PROGRAM
CONSULTANT SERVICES CONTRACT – INSPECTION SERVICES
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

The water leak detection program performed annually identifies possible leaks the City's water distribution system. This survey is identified in the City's water comprehensive plan as a key element of water conservation.

After reviewing the Consultant Services Roster, the firm of Utility Services Associates was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, past City performance, and extensive specialized testing experience.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Utility Services Associates meets all of the City's standard insurance provisions excluding professional liability service which, for this contract, is not necessary.

FISCAL CONSIDERATIONS

This project was identified in the adopted 2003 Water Operating Budget and adequate funds exist in the adopted 2003 Budget to perform the work.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Utility Services Associates for consulting and surveying services related to the water leak detection program in an amount not to exceed two thousand seven hundred fifty-seven dollars and zero cents (\$2,757.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
UTILITY SERVICES ASSOCIATES**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City") and Utility Services Associates, a corporation organized under the laws of the State of Washington, located and doing business at 10013 MLK Jr. Way South, Seattle, Washington 98178 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the consulting services of Utility Services Associates for water leak detection and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 23, 2002 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two thousand seven hundred fifty-seven dollars and zero cents (\$2,757.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by March 1, 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 consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the

City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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
Steve Hancey
Utility Services Associates
10013 MLK Jr. Way South
Seattle, Washington 98178
(206) 725-3441

David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

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 February, 2003

CONSULTANT
By: 
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Steve Hancey
Utility Services Associates
10013 MLK Jr. Way South
Seattle, Washington 98178
(206) 725-3441

David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Utility Services Associates
10013 MLK Jr. Way South
Seattle, WA 98178
T 206 725 3441
T 800 621 9292
F 206 725 5932

RECEIVED
DEC 24 2002



Exhibit A
Scope of Work

December 23, 2002

City of Gig Harbor
Attn: Dave Brerton
3510 Grandview St
Gig Harbor, WA 98335

Dear Dave:

We would like to take this opportunity to thank you for your confidence in USA to perform a water leak detection project. We use the latest technologies available for surveying and pinpointing leaks in areas of your system as discussed. We understand that this project has been approved and the money is available.

CONFIRMED SCHEDULE

This letter is to serve as confirmation of previously discussed scheduling. Our Field Technician, Geoff Ashworth with equipment will meet you at 5116 89th St N at 7:00 am on Monday, February 10, 2003. This project has been scheduled for 3 day(s).

The charge for this project is:
3 day(s) @ \$919.00 per day: \$2,757.00
Mobilization Charge: \$ 000.00

In order to expedite this project and to make sure you get the most effective water line survey for your dollars, it will be necessary for your Utility to supply a helper at all times who can assist our Field Technician with information regarding your water system. A helper will also ensure that no areas are missed during the survey and all possible methods are utilized to locate all lines accurately.

Thank you for allowing us to serve you.

Sincerely,


Steve Hancey
Consultant

Preparation for Service (Comprehensive Leak Survey)

- 1.) To provide an accurate, comprehensive leak survey, a relatively large contiguous area must be covered. Spot-checking is not recommended to effectively survey. The most common method of locating leaks is through the use of acoustic equipment. We utilize contact points to listen for leaks with sound amplification equipment. These contact points include: main line valves, hydrant valves, hydrants, shut-offs, etc. The more readily available these contact points are, the more effective we can be. This leak survey is also a good opportunity to implement a valve maintenance program. Please observe the following guidelines for making contact points accessible:
 - 1.1 **Main Line Valves** -- Main line valves are the most effective contact points, as leak sounds can be detected readily with a sound amplification device.
 - All main line valves in the area to be surveyed that are buried should be located and made accessible by hand.
 - All debris should be removed.
(This is a good time to bring your valve boxes to grade)
 - 2.1 **Hydrant Valves** -- Hydrant valves are also very useful in both the survey and pinpointing phases. Hydrant valves help to determine if the hydrant seat leaks or leaks between the valve and the hydrant.
 - All hydrant line valves in the area to be surveyed that are buried should be located and made accessible by hand.
 - All debris should be removed.
 - 3.1 **Service Shut-offs** -- Service shut-off's are used when frequent contact points are needed, such as areas where PVC mains, large diameter pipe and/or when mainline valves and hydrant valves do not provide adequate access to conduct a thorough survey.
 - We utilize shut-off's to determine which side of a service valve is leaking.
 - Services connected to STL, CI or AC main lines may not need to have shut-off lids exposed prior to our arrival, however it may be necessary to periodically expose them as the survey progresses.
 - All service shut-offs connected to PVC main lines should be exposed for easy access prior to our arrival.
- 2.) Distance between contact points is very important to the success of a comprehensive acoustic leak survey and pinpointing project. Our Field Technicians use the most technologically advanced equipment available for surveying and pinpointing leaks. Our extensive experience and in-depth equipment knowledge allows us to cover greater distances with a higher degree of accuracy than any other company. Even

Exhibit B

with all our experience and sophisticated equipment, there are limitations. This equipment must pick up a leak sound to pinpoint the location. Therefore, we try to find contact points at regular intervals whenever possible. USA has developed a procedure to determine the distance that even quiet leak type sounds travel in various pipe materials, pipe sizes and pressure zones in each area of your system. This is done in the following ways:

- 2.1 Turning on fire hydrants, hose bibs, etc. to create a simulated quiet leak sound.
- 2.2 Appurtenances are checked to see how far the simulated leak noise travels. This determines often USA will make contact with appurtenances.
- 3.) Because PVC pipe leaks create less sound that does not travel far, we will utilize the following methods:
 - 3.1 USA will survey all service shut-off's, hydrants and valves that are available.
 - 3.2 Hydrophones, when necessary, may be utilized when hydrants are available near PVC mains.
- 4.) When normal contact points are not available or can not be created within a reasonable distance, we will make an attempt to use a sonic ground listening device, making physical contact with the ground at intervals of no greater than 6 feet directly over the pipe. Excavating for contact points on an occasional basis may be necessary in the event that all other methods fail for pinpointing. If conditions do not allow this procedure, our field technician will advise you at the time of project and detail in the Final Report.

Please provide the field technician with the following to insure a thorough and comprehensive leak detection project:

- 4.1 A complete set of maps, if available, with line data on the system distribution system to be surveyed. These maps should show line size, type and location of mains, valves and fire hydrants. Note: Maps may need to be marked on.
- 4.2 A helper who is familiar with system layout, pipe location, type, size & PSI. The helper should also have available equipment, such as flags, traffic cones, etc. as required to meet local, state and federal regulations in controlling vehicular traffic for man and equipment safety.
- 5.) Because safety regulations do not allow Utility Services Associates personnel to access water lines located underneath mobile home units due to the risk of exposure to noxious gases, it is imperative that the skirting be removed from all mobile home units prior to the start of any leak detection project performed within mobile home parks.

NOTE:

In the event that Preparations for Service guidelines as outlined above have not been completed and the field technician must stand by waiting as a result of the client not being prepared, an extra charge may be added. This applies only when quoted a fixed priced based upon the length of line to be surveyed. The total contract amount will be charged if the contracted mileage cannot be completed due to the Client not being prepared.



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: SKATE PARK FENCING
- CONTRACT AUTHORIZATION
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

The 2003 budget provides for park style fencing along Kimball Drive at the Skate Park. Potential contractors were contacted in accordance with the City's Small Works Roster process (Resolution No. 592). Four contractors responded with the following price quotations:

Mocon Fence/Net Contractors	\$ 11,362.00
Tegco Fence Inc.	\$ 14,374.00
Quality Fence Builders	\$ 15,728.00
Fab World Inc.	\$ 28,500.00

Based on the price quotations received, the lowest price quotation was from Mocon in the amount of eleven thousand three hundred sixty-two dollars and zero cents (\$11,362.00) excluding state sales tax.

It is anticipated that the work will be completed within eight weeks after contract award.

FISCAL CONSIDERATIONS

This work is within the \$25,000 that was anticipated in the adopted 2003 Budget, identified under the Parks and Recreation Skate Park line item.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Skate Park fencing to Mocon Fence/Net Contractors as the lowest responsible respondent, for their bid quotation amount of Eleven thousand three hundred sixty-two dollars and zero cents (\$11,362.00).

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND MOCON FENCE/ NET CONTRACTORS**

THIS AGREEMENT, is made this _____ day of _____, 200____, by and between the City of Gig Harbor (hereinafter the "City"), and Mocon Fence/Net Contractors, a Washington corporation, located and doing business at 12510 SE Petrovitsky Road, Renton, WA 98058-6706, (hereinafter "Contractor").

WHEREAS, the City desires to hire the Contractor to perform the work described in Exhibit A and the Contractor agrees to perform such work under the terms set forth in this Agreement; and

WHEREAS, in the process of selection of the Contractor and award of this contract, the City has utilized the procedures in RCW 39.04.155(3);

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 Contractor shall perform all work as described in Exhibit A, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all, materials and labor necessary to install the 278 lineal feet of 6 foot high Ameristar 3 rail "Majestic" style ornamental fence, with all posts set in concrete through dirt. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Eleven thousand three hundred sixty-two dollars and zero cents (\$11,362.00), plus sales tax, for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the tasks described in Exhibit A, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor 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 - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor 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 subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors 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 Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before April 30, 2003. The indemnification provisions of Section IX shall survive expiration of this Agreement.

V. Prevailing Wages. Wages paid by the Contractor shall be not less than the prevailing rate of wage in the same trade or occupation in Pierce County as determined by the industrial statistician of the State Department of Labor and Industries and effective as of the date of this contract.

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City's Contract Compliance Division, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have a certification,

which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

A. Termination Upon City's Option. The City shall have the option to terminate this Agreement at any time. Termination shall be effective upon five (5) days written notice to the Contractor.

B. Termination for Cause. If the Contractor refuses or fails to complete the tasks described in Exhibit A, to complete such work by the deadline established in Section IV, or to complete such work in a manner satisfactory to the City, then the City may, by written notice to the Contractor, give notice of its intention to terminate this Agreement. On such notice, the Contractor shall have five (5) days to cure to the satisfaction of the City or its representative. If the Contractor fails to cure to the satisfaction of the City, the City shall send the Contractor a written termination letter which shall be effective upon deposit in the United States mail to the Contractor's address as stated below.

C. Excusable Delays. This Agreement shall not be terminated for the Contractor's inability to perform the work due to adverse weather conditions, holidays or mechanical failures which affect routine scheduling of work. The Contractor shall otherwise perform the work at appropriately spaced intervals on an as-needed basis.

D. Rights upon Termination. In the event of termination, the City shall only be responsible to pay for services satisfactorily performed by the Contractor to the effective date of termination, as described in a final invoice to the City.

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

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

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 Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'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 provisions of this section shall survive the expiration or termination of this Agreement.

X. Insurance.

A. The Contractor 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 Contractor's own work including the work of the Contractor's agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Contractor 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

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

under any of the Contractor'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 Contractor'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 Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor'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 Contractor'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 Contractor 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 Contractor's coverage.

The Contractor shall procure and maintain for the duration of this Agreement, comprehensive general liability insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its employees, agents or subcontractors. The cost of such insurance shall be borne by the Contractor. The Contractor shall maintain limits on such insurance in the above specified amounts: The coverage shall contain no special limitations on the scope of protection afforded the City, its officials, officers, employees, agents, volunteers or representatives.

The Contractor agrees to provide the City with certificates of insurance evidencing the required coverage before the Contractor begins work under this Agreement. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. The City reserves the right to require complete, certified copies of all required insurance policies at all times.

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents 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.

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

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

XIV. Warranties. The Contractor hereby warrants that it is fully licensed, bonded and insured to do business in the State of Washington as a general contractor. Mocon Fence/Net Contractors will warranty the labor and installation of materials for a one (1) year warranty period.

XV. 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 Contractor.

XVI. Assignment. Any assignment of this Agreement by the Contractor without the written consent of the City shall be void.

XVII. Written Notice. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary. Any written notice hereunder shall become effective as of the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

XVIII. 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.

XIX. Resolution of Disputes. 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 and the City shall determine the term or provisions' true intent or meaning. The City 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 Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the 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 prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

MOCON FENCE/ NET CONTRACTORS

THE CITY OF GIG HARBOR

By: Michael Moriarty
Its Alan Baker, President

By: _____
Its Mayor

Notices should be sent to:

Mocon Fence/ Net Contractors
Attn: Michael Moriarty
12510 SE Petrovitsky Road
Renton, Washington 98058-6706
(425) 228-2296

City of Gig Harbor
Attn: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, Washington 98335

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

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

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

DATED: _____

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



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: PUBLIC WORKS STANDARDS UPDATE
- CONSULTANT SERVICES CONTRACT - THE SHEA GROUP
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

An identified Street, Sewer, Water, and Storm Objective in the 2003 budget is update to the City's Public Works Standards which were adopted in early 1994. These standards provide guidance on all development projects located within the City's service area. Since their adoption more than nine years ago, many changes have taken place both in new development and environmental regulations. Many sections of the current Standards are now outdated and in need of updating.

The scope of services for this contract provides for generating an updated Public Works Standards Manual, reflecting updates to streets, storm, water, and sewer. A final manual will be compiled reflecting the updates. Based on past City history and in depth knowledge of the City's Public Works requirements, the Shea Group was the firm selected to complete the work.

FISCAL CONSIDERATIONS

This work is within the \$48,000 allocated to this project in the approved 2003 Budget. Adequate funds exist in the Professional Services line item in the Street, Water, Sewer, and Storm Funds.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract with The Shea Group in the total amount not-to-exceed forty eight thousand dollars and no cents (\$48,000.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. DBA The Shea Group, a corporation organized under the laws of the State of Washington, located and doing business at 8830 Tallon Lane, Lacey, Washington 98516 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the update of the City's Public Works Standards, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 3, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Forty Eight Thousand Dollars and zero cents (\$48,000.00) 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 through the use of a Formal Task Assignment Form which shall not be used to modify or amend this agreement. The Consultant's billing rates and reimbursable shall be as described in **Exhibit B – Fee Estimate**. The Consultant shall not bill for at rates in excess of the hourly rates shown in **Exhibit C**; 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 January 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the

Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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
Perry A. Shea, P.E.
The Shea Group
8830 Tallon Lane
Lacey, Washington 98516
(360) 459-3609

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
By: *Perry A. Shea*
Its Principal

CITY OF GIG HARBOR
By: _____
Mayor

Notices to be sent to:
CONSULTANT
Perry A. Shea, P.E.
The Shea Group
8830 Tallon Lane
Lacey, Washington 98516
(360) 459-3609

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

Scope Of Services – Exhibit A

City of Gig Harbor

Public Works Standards - Update

Background

The City's current Public Works Standards were prepared in 1993 and adopted by Ordinance 403 on January 24, 1994 and readopted by Ordinance 712 on January 22, 1996. The standards were created to provide guidance on all development projects within the City of Gig Harbor and are currently used on all development projects located within the City's service areas, annexation areas, or planning areas to the extent that the City has the authority to require such guidelines and standards. Since their creation more than nine years ago many changes have taken place both with new development regulations including stormwater and environmental impacts and construction materials and techniques. These changes require the City to perform an update to the existing Public Works Standards to accommodate these necessary changes to development within the City of Gig Harbor.

The City has requested The Shea Group to provide technical and professional assistance in updating the Public Works Standards for adoption in 2003.

Schedule

The City would like to begin work on the update in February 2003. The anticipated schedule is to have the street section completed by the end of April 2003; the water section by the end of July 2003; and the sewer section completed by the end of November, 2003.

Scope of Work

Task 1 – Project Coordination, Quality Control, and Administration

Project Schedule: Assist with development of project schedule in accordance with the work breakdown structure.

Project Budget: Develop and manage project budget for assigned tasks.

Communicate Progress: Prepare and submit a monthly progress report with invoices that discusses: (1) identification of work performed in the previous month and work anticipated next month; (2) any variances from the original schedule and measures for mitigating potential changes

Attend regular project team meetings with CITY. These meetings will generally be held two times per month, and are for the purpose of ongoing coordination of project activities.

Task 2 - Research and Data Collection

Assemble current design standards and development guidelines from the City. Obtain similar jurisdictions' guidelines. Review for recommendations. Meet with City staff to review proposed updates.

Task 3 - General Public Works Considerations

The Chapter is anticipated to include the following elements:

- Standard Specifications
- Shortened Designation
- Applicability
- Memorandum of Understanding

Task 4 - Street Standards

Prepare two (2) drafts and one final Street Standards Chapter of the Public Works Standards. Work tasks includes preparation of text, diagrams, photographs, and graphics. The Chapter is anticipated to include the following elements:

- Introduction/Applicability/Definitions/Overview
- Plan Format - Submittal Procedure/Plan Elements
- Streets / Road Standards
 - a) Roadway Sections
 - b) Sight Distances
 - c) Private Roads
 - d) Half Roads
 - e) New Driveways
 - Urban - Residential and Commercial
 - Rural - Residential and Commercial
 - Fire Code
 - f) Cul-de-Sacs
 - g) Intersections
 - h) Dedications
 - i) Traffic Control
 - j) On-Site Principles
 - k) Roadside Obstacles
- Sidewalks, Curbs, and Gutters
- Bicycle Facilities
- Illumination
- Traffic Control Devices
- Traffic Analysis Guidelines
- Subdivision and Utility Standards
 - a) Development and Subdivision Design Standards
 - b) Utility Standards
 - c) Inspection Procedures
- Access - Location of Access Points

- Roadside Features (Survey monuments, illumination, guardrail, mailboxes, walls, street trees)
- Drainage
- Construction Control and Inspection
- Roadside Features
 - a) Staking
 - b) Testing
 - c) Bikeways
- Signals
- Deviation Process
- Easement Requirements

List of Drawings

Task 5 – Storm Drainage Standards

Prepare two (2) drafts and one final Storm Drainage Standards Chapter of the Public Works Standards. Work tasks include preparation of text, diagrams, photographs, and graphics. The Chapter is anticipated to include the following elements:

- General
- Design Standards
- General Notes
- Zero Effective Impervious Surface Projects
- Landscape Considerations
- Conveyance
- Staking
- Erosion Control
- Trench Excavation
- Backfilling
- Street Patching and Restoration
- Maintenance
- Easement Requirements

List of Drawings

Task 6 – Water Standards

Prepare two (2) drafts and one final Water Standards Chapter of the Public Works Standards. Work tasks include preparation of text, diagrams, photographs, and graphics. The Chapter is anticipated to include the following elements:

- Introduction/Applicability/Definitions/Overview
- Plan Format – Submittal Procedure/Plan Elements
- Design Standards
- General Notes for Water Main Installation

- Process to Obtain Water Service
- Wellhead Protection Areas
- Main Line
- Connection to Existing Water Main
- Checklist for Connection to City Water Main
- Verification of Disinfected Equipment
- Service Interruption
- Hydrants
- Hydrant Meters
- Sprinkler Underground Line
- Valves
- Bend Markers
- Casing
- Air and Vacuum Release Valve
- Blowoff Assembly
- Backflow Prevention
- Service Connection
- Construction Water Policy
- Marking Service Lines
- Water Main/Sanitary Sewer Crossings
- Parallel Construction DOE diagram
- Staking
- Trench Excavation
- Thrust Blocking
- Backfilling
- Street Patching and Restoration
- Sterilization and Flushing
- Hydrostatic Tests
- Irrigation
- General Notes for Irrigation Systems
- Easement Requirements

List of Drawings

Task 7 – Sewer Standards

Prepare two (2) drafts and one final Sewer Standards Chapter of the Public Works Standards. Work tasks include preparation of text, diagrams, photographs, and graphics. The Chapter is anticipated to include the following elements:

GENERAL CONSIDERATIONS

- General
- Building Sewers
- Sanitary Sewer/Water Main Crossings
- Staking
- Trench Excavation

- Backfilling
- Street Patching and Restoration
- Testing
- Effluent Spills
- Effluent Pretreatment and Treatment

GRAVITY SEWER

- General
- Design Standards
- General Notes , Main Installation
- Process to Obtain Sewer Service
- Design Basis for New Sewage Works
- Main Line - Gravity
- Connection to Existing System
- Building Sewer (Lateral)
- Manholes
- Slope
- Increasing Size
- High Velocity Protection
- Drops
- Cleanouts

LIFT STATIONS

- General
- Design Report
- Design Drawings
- Submittals
- Lift Station
- Electrical
- Auxiliary Power System
- Odor Control
- Liftstation Inspection Checklist

PRESSURE SEWER (FORCE MAIN)

- General
- Design Standards
- Force Main
- Connections to Pressure Mains
- Surge Protection
- Valves
- Fittings
- Pressure Main Low Point Drain
- S.T.E.P./Grinder Pressure Main Pigging Ports
- Thrust Blocking
- Pressure Main Termination

STEP SYSTEM

- General
- Design Standards
- Pipe
- Fittings
- Valves
- Septic Tank
- Fiberglass Septic Tanks
- Tank Riser
- Pumping Tank Equipment
- Controls and Alarms
- Control Panels

INTERIM SEWERAGE FACILITIES

- TABLE OF CONTENTS
- General
- Design Standards
- Pumping Chamber
- Septic Tank
- Pipe
- Fittings
- Valves
- Testing
- Dry Line System
- Connection to a Permanent Public Sewer Line
- Easement Requirements

List of Drawings

Task 8 – Final Manual Preparation

Comments from the staff will be incorporated into the draft Standards. One (1) original, one (1) electronic, and 10 hard copies of the FINAL Standards will be prepared as the deliverable for Task 8.

**Exhibit B
Scope of Work and Fee Estimate**

The Shea Group Project: <i>City of Gig Harbor Public Works Standards Update</i> Project Reference No.								
Task No.	Tasks:	Project Manager	Senior Planner	Senior Engineer	Planner	Technician	Clerical	Total Hours
1	Project Administration							
	Develop work plan, schedule and budget. Track project monthly, to include invoice preparation. Attend 2 meetings per month (assumes 10 month schedule).	20					8	28
2	Research and Data Collection							
	Assemble current design standards, guidelines, research other jurisdictions.	4	4		4			12
3	General Considerations							
	Prepare narrative for the required standard specifications, general applicability, and a memorandum of understanding.	4	4		2			10
4	Street Standards Chapter							
	Prepare narrative for street standards manual as specified in Scope of Work. Prepare cross sections, figures, photos. Includes 2 drafts and 1 final chapter.	4	48	40	60	24	12	188
5	Storm Drainage							
	Prepare narrative for storm drainage standards manual as specified in Scope of Work. Prepare general notes and references to the adopted Storm Drainage Manual. Includes 2 drafts and 1 final chapter.	4	4	12	4	4	2	30
6	Water Standards Chapter							
	Prepare narrative for water standards manual as specified in Scope of Work. Prepare cross sections, figures, photos. Includes 2 drafts and 1 final chapter.	4	32	32	16	16	8	108
7	Sewer Standards Chapter							
	Prepare narrative for sewer standards manual as specified in Scope of Work. Prepare cross sections, figures, photos. Includes 2 drafts and 1 final chapter.	4	32	32	16	16	8	108
8	Final Report Preparation							
	Incorporate input from staff and public, prepare final Public Works Standards manual. Assumes one original, one electronic, and 10 hard copies of the final report.	4	8		12		8	32
	Total Hours	48	132	116	114	60	46	516
<i>Discipline</i>				<i>Hours</i>		<i>Rate</i>		<i>Amount</i>
Project Manager				48		\$126		\$6,000.00
Senior Planner				132		\$110		\$14,520.00
Senior Engineer				116		\$100		\$11,600.00
Planner				114		\$75		\$8,550.00
Technician				60		\$75		\$4,500.00
Clerical				46		\$55		\$2,530.00
				Subtotal				\$47,700.00
						Total Expenses:		\$300.00
				Total				\$48,000.00
				Total All Tasks:				\$48,000.00



"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 P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: ON-CALL PROFESSIONAL SERVICES
- CONSULTANT SERVICES CONTRACT
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

A budgeted objective from the 2003 annual City budget provides for retaining the services of an engineering consultant to assist City staff on a variety of engineering and planning projects and tasks. The Consultant will provide professional engineering and planning services on an "On-Call" basis as requested by the City for various projects and tasks.

The Shea Group was selected to perform the study based on their understanding of the day-to-day City operation, and past history in providing "On Call" services with the City during the 2002 fiscal year.

FISCAL CONSIDERATIONS

The work is within the \$50,000 allocated in the 2003 Budget, Professional Services line item in Street, Water, Sewer and Storm Funds.

RECOMMENDATION

I recommend that the Council authorize the execution of the Consultant Services Contract for "On-Call" professional services between the City of Gig Harbor and The Shea Group, in the not-to-exceed amount of Fifty Thousand dollars and no cents (\$50,000.00).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Parametrix, Inc. DBA The Shea Group, a corporation organized under the laws of the State of Washington, located and doing business at 8830 Tallon Lane, Lacey, Washington 98516 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the administration of various Public Works projects, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 3, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

The Consultant shall perform all work as described in Exhibit A, to be assigned by the City Administrator or Designee through a **Formal Task Assignment Form**, attached hereto as **Exhibit B**.

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Fifty Thousand Dollars and zero cents (\$50,000.00) 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 through the use of a Formal Task Assignment Form which shall not be used to modify or amend this agreement. The Consultant's billing rates and reimbursable shall be as described in **Exhibit C – Billing Rate Schedule**. The Consultant shall not bill for at rates in excess of the hourly rates shown in Exhibit C; 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 January 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the

Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

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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.

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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
Perry A. Shea, P.E.
The Shea Group
8830 Tallon Lane
Lacey, Washington 98516
(360) 459-3609

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

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

CONSULTANT
 By: *Perry A. Shea*
 Its Principal

CITY OF GIG HARBOR
 By: _____
 Mayor

Notices to be sent to:
 CONSULTANT
 Perry A. Shea, P.E.
 The Shea Group
 8830 Tallon Lane
 Lacey, Washington 98516
 (360) 459-3609

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A

Scope of Work

On-Call Flexible Services Agreement

General Municipal Engineering and Planning Services

This on-call agreement is entered into between The Shea Group (**Consultant**) and the City of Gig Harbor (**City**). The Consultant will provide professional engineering and planning services as requested by the City for various projects and tasks. The City will request specific engineering services as identified below for each project and will negotiate a scope of work and fee for each task assignment. The number of task assignments negotiated with the Consultant will be at the discretion of the City.

The Consultant will provide specific tasks for each assignment and will include but not be limited to the following items.

On-Call Services

1. Provide engineering support and project management in completing current on-going City of Gig Harbor CFP projects. Coordinate with city design staff.
2. Provide plan review of current and future development proposals, comprehensive amendments, and various submitted applications which have potential impacts to public works facilities and prepare written response of comments to the Community Development Director.
3. Review traffic impact analysis submitted for various development projects throughout the City.
4. Assist the city in preparing grant applications for future roadway and intersection improvements.
5. Attend City council meetings as requested to make formal presentations and support of staff for specific projects as deemed necessary.

Compensation

The Consultant will be compensated for professional services rendered based upon a time and materials basis not to exceed the amount described in Section II of the agreement. Each task amount will be determined based on a specific scope of work for each assignment, an approved number of work hours for each subtask and the Consultant's

approved billing rate schedule (attached). The actual fee for each task assignment will be negotiated on a task-by-task basis.

The total aggregate contract amount for this flexible services agreement will be a maximum amount of \$50,000. A Task Assignment form will be completed for each project request and will identify the specific tasks and estimated cost to complete the services (copy of form attached as Exhibit B). The Consultant will provide separate billings and invoices for each Task Assignment Form.

Schedule

This flexible services agreement will be in place for a term of one year beginning in January 2003. The schedule of project completion for each task assignment will be determined on a collaborative effort between the Consultant and the City.

Gig harbor on-call.doc

EXHIBIT B

Formal Task Assignment Document

Task Number _____

The general provisions and clauses of Agreement _____ shall be in full force and effect for this Task Assignment.

Location of Project: _____

Project Title: _____

Maximum Amount Payable Per Task Assignment: \$ _____

Completion Date: _____

Description of Work:
(Note attachments and give brief description)

See Attached

Agency Project Manager Signature: _____ Date: _____

Oral Authorization Date: _____ See Letter Dated: _____

Consultant Signature: _____ Date: _____

Agency Approving Authority: _____ Date: _____

EXHIBIT C

**THE SHEA GROUP
BILLING RATE SCHEDULE
January 2003**

<u>Classification</u>	<u>Billing Rate</u>
Principal	\$150.00
Senior Planner	\$100.00 - \$125.00
Planner IV	\$95.00 - \$110.00
Planner III	\$85.00 - \$100.00
Planner II/Landscape Designer	\$70.00 - \$80.00
Planner I	\$55.00 - \$65.00
Senior Engineer	\$100.00 - \$125.00
Engineer IV	\$95.00 - \$110.00
Engineer III	\$85.00 - \$100.00
Engineer II	\$70.00 - \$80.00
Engineer Tech. II	\$65.00 - \$75.00
CADD Operator III	\$65.00 - \$75.00
Technical Aide	\$45.00 - \$55.00
Office Administrator	\$60.00 - \$70.00
Admin. Assistant	\$45.00 - \$55.00
Receptionist	\$40.00 - \$50.00
2-Man Survey Crew	\$115.00
3-Man Survey Crew	\$165.00
Principal Value Engineering	\$150.00 - \$175.00
Expert Witness	\$200.00
Environmental Services	Separate Fee Proposal
Geotechnical Engineers	Separate Fee Proposal
Structural Engineers	Separate Fee Proposal

Direct project expenses and reproduction costs are billed at cost plus 15%

Public hearing testimony services are billed at hourly rates plus 30%.



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: PURCHASE AUTHORIZATION
- METER READING VEHICLE
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

An identified Water Objective in the 2003 Budget was to replace the existing meter reading jeep with a new right hand driving vehicle. Contract documents and specifications were developed in accordance with RCW 35.23.352. The specifications for the vehicle was published January 15th and 22nd, 2003. On January 29th the bid was closed with one vendor responding.

The price quotation received was from White Bear West, Inc., in the amount of \$21,393.80 plus state sales tax.

ISSUES/FISCAL IMPACT

The purchase of the meter reading vehicle is within the 2003 Water and Sewer Operating budget amount of \$25,000.00.

RECOMMENDATION

I recommend that the Council authorize the purchase from White Bear West, Inc., as the lowest vendor, for their price quotation proposal amount of twenty-one thousand three hundred ninety-three dollars and eighty cents (\$21,393.80), not including state sales tax.



"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: CONSULTANT SERVICES CONTRACT
POINT FOSDICK LANDSCAPE MEDIAN PROJECT, CSP-0205
GEOTECHNICAL MATERIALS TESTING
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

Materials testing assistance is necessary for the Point Fosdick Landscape Median Project to ensure the materials used in the project meet the requirements of the plans and specifications. All materials testing must be performed in accordance with the requirements and procedures of the Washington State Department of Transportation (WSDOT).

The materials testing firm of Krazan & Associates, Inc was selected as the most qualified to perform the work. Their selection was based on their understanding of the work, and extensive past testing experience with the City.

Council approval of the Consultant Services Contract is being requested.

POLICY CONSIDERATIONS

Krazan & Associates, Inc. is able to meet all of the City's standard insurance provisions for professional services contract.

FISCAL CONSIDERATIONS

Sufficient funds are available in the Street Operating Fund Point Fosdick Dr. Improvements line item.

RECOMMENDATION

I recommend that the Council authorize execution of the Consultant Services Contract with Krazan & Associates, Inc. for materials testing services for the Point Fosdick Landscape Median Project in the amount not to exceed two thousand nine hundred sixty seven dollars and sixty cents. (\$2,967.60).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
KRAZAN & ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Krazan & Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 20714 State Hwy. 305 NE, Ste. 3C, Poulsbo, Washington 98370 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the geotechnical services of Krazan & Associates, Inc., and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 3, 2003, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Two Thousand Nine Hundred Sixty-Seven Dollars and Sixty Cents (\$2,967.60) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, and a final bill upon completion of all the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by June 30, 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 consultant in person, termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the

City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

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
Jeffrey M. Bowers
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, WA 98370
(360) 598-2126

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

XVII. Assignment

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

XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this THIRD day of FEBRUARY, 2003.

CONSULTANT

CITY OF GIG HARBOR

By: Jeffrey M. Bowers
its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Jeffrey M. Bowers
Krazan & Associates, Inc.
20714 State Hwy. 305 NE, Ste. 3C
Poulsbo, WA 98370
(360) 598-2126

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires: _____

EXHIBIT A: SCOPE OF WORK

DESCRIPTION	UNIT	RATES	AMOUNT
Soils Compaction Inspection	18	\$38.00/hr.	\$684.00
Nuclear Densometer Security Fee	4	\$10.00/day	\$40.00
Reinforcing Steel	7	\$38.00/hr.	\$266.00
Reinforced Concrete Inspection	16	\$38.00/hr.	\$608.00
Compressive Strength Samples {concrete,grout,mortar}	12	\$15.00/ea.	\$180.00
Structural Steel/Welding Inspection	4	\$60.00/hr.	\$240.00
Sample Pick Ups	2	\$40.00/ea.	\$80.00
Trip Charge	360	.36/mile	\$129.60
Moisture Density Relationship {ASTM D1557}	2	\$180.00/ea.	\$360.00
Soil Sieve Analysis {ASTM C136}	2	\$95.00/ea.	\$190.00
Project Management	2	\$55.00/hr.	\$110.00
Report Preparation/Processing	2	\$40.00/hr.	\$80.00
CONSULTING SERVICES – IF REQUIRED			
Field Geologist/Field Engineer		\$60.00/hr.	
Senior Engineering Geologist		\$75.00/hr.	
Senior Environmental Geologist		\$80.00/hr.	
Staff Engineer		\$85.00/hr.	
Senior Engineer		\$95.00/hr.	
Principle Engineer		\$110.00/hr.	
TOTAL ESTIMATED PROJECT BUDGET:			\$2,967.60

NOTES:

All inspections performed will be billed on a portal to portal basis unless specifically noted otherwise. Overtime charges will be billed more than the estimated amount. The standard turn around time for proctor/sieve analyses will be three (3) business days from the time the soil sample is delivered to the lab. Additional services requested in addition to the quantities above will be billed at our current rates. Please sign the attached CONTRACT to set prices for this project. This offer terminates ninety calendar days from the date of issue, unless otherwise stated and agreed.

Krazan & Associates, Inc.

Offices Serving The Western United States



'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: 2002 BOATING SAFETY PROGRAM AGREEMENT
DATE: FEBRUARY 3, 2003

INFORMATION/BACKGROUND

Pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis. A portion of these fees is distributed to counties providing approved boating safety programs. Under WAC 352-65-30, such counties are responsible for disbursing a portion of this funding to municipalities with approved boating safety programs. The WAC provides no set guidelines for distribution, other than to require "equitable" distribution of the funds. Gig Harbor has a state approved boating safety program and has received a portion of the state funding for the past eight years.

We were eligible for a portion of this funding during the 2002 budget year. Because of the delay in the state disbursement of funds, the county must wait to make their distribution. As a result, we are actually always contracting "in reverse", being paid for last year's budget cycle.

FISCAL IMPACTS

If we sign the agreement, we will receive our share of the 2002 funding, \$11,823.62. If we do not sign the agreement, we receive none of the state boating safety funds.

RECOMMENDATION

I recommend that Council authorize the Mayor to sign the Boating Safety Program Agreement as submitted.

PIERCE COUNTY
CONTRACT SIGNATURE PAGE

Boating Safety Program

Contract #14594-0

IN WITNESS WHEREOF, the parties have executed this Agreement this 1st day of January, 2002.

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

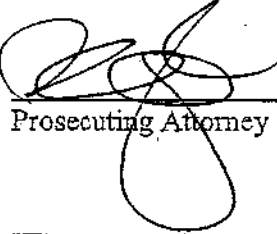
Mailing Address: same as above

Contact Name: Chief Barker

Phone: (253)851-8136

Fax: _____

PIERCE COUNTY:


Prosecuting Attorney (as to form only) _____ Date 1/13/03

Budget and Finance _____ Date _____

Approved:
Paul A Pastry 1-16-02
Department Director _____ Date _____
(less than \$250,000)

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 _____

**CITY OF GIG HARBOR
BOATING SAFETY PROGRAM AGREEMENT**

This agreement, entered into by the County of Pierce (COUNTY) and the City of Gig Harbor (CITY), witnesses that:

WHEREAS, pursuant to RCW 88.02.040, the Department of Licensing collects vessel registration fees on an annual basis, retains the first 1.1 million dollars of what was collected and then distributes the remainder to Washington counties that have approved boating safety programs; and

WHEREAS, the COUNTY has an approved boating safety program; and

WHEREAS, the 2002 annual distribution of vessel registration fees in the amount of \$179,887.03 has been received by the COUNTY; and

WHEREAS, pursuant to WAC 352-65-30, the legislative authority of each county with an approved boating safety program will be responsible for equitable distributing funds allocated by the state treasurer to local jurisdictions with approved boating safety programs within the county; and

WHEREAS, local jurisdictions offering boating safety services and desiring to receive distribution of funds must enter into a cooperative agreement with the COUNTY and receive and maintain State Park's approval for the boating safety program; and

WHEREAS, the CITY has received State approval of its boating safety program and is eligible to receive an equitable share of the vessel registration fees distributed to the COUNTY; and

WHEREAS, the COUNTY and the CITY desire to enter into a cooperative agreement;

NOW, THEREFORE, in consideration of the covenants, conditions, performances and promises hereinafter contained, the parties agree as follows:

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356-65-040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this Agreement.

3. The City agrees to submit an annual report of activities performed and participate in statewide boating surveys as required by State Parks. Additionally, in accordance with WAC 352-65-060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State Parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$11,823.62. The County agrees to deliver to the City a Treasurer's check in that amount.
5. No changes or additions shall be made to this Agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required for the execution of this Agreement.
6. The laws of the State of Washington shall govern this contract. The parties stipulate that any lawsuit regarding this contract must be brought in Pierce County, Washington.
7. Should any clause, phrase, sentence or paragraph of this Agreement be declared invalid or void, the remaining provision of this Agreement shall remain in full force and effect.
8. This Agreement shall take effect upon the signature of both parties and shall remain in effect until September 30, 2002 unless sooner extended by written agreement of the parties.

End of agreement. Signature page attached.



Pierce County

Sheriff's Department

930 Tacoma Avenue South
Tacoma, Washington 98402

January 23, 2003

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

Dear Chief Barker:

I have enclosed the three originals of the 2003 contract pertaining to the Boating Safety Program with the Sheriff's Department and the community of Gig Harbor.

Upon receipt of the necessary signature from your office, please return all three of the originals. When they have been fully executed, I will send an original to you for your records.

Please feel free to call me at 798-3430 if you have questions.

Sincerely,

A handwritten signature in cursive script that reads "Julie Williams".

Julie Williams
Contract Services Manager

Cc: file

JW/kc



LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
 (BY ZIP CODE) FOR EXPIRATION DATE OF 20030531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 NELSEN ENTERPRISES, INC.	MARITIME MART (CHEVRON) 7102 STINSON GIG HARBOR WA 98325 0000	078669	GROCERY STORE - BEER/WINE
2 FIRST PREMIER GROUP, INC.	MARKET PLACE GOURMET DELI & CATERING 8825 N HARBORVIEW STE C & D GIG HARBOR WA 98332 2149	084215	BEER/WINE REST - BEER/WINE OFF PREMISES
3 DREYLING, CHERRI LYNN	THE HARBOR KITCHEN 8809 N HARBORVIEW DR GIG HARBOR WA 98332 2168	083974	BEER/WINE REST - BEER/WINE
4 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
5 GRANITE SERVICE, INC.	GIG HARBOR TEXACO 7101 PIONEER WAY GIG HARBOR WA 98335 0000	365485	GROCERY STORE - BEER/WINE
6 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES
7 WATER TO WINE L.L.C.	WATER TO WINE 3028 HARBORVIEW DR GIG HARBOR WA 98335 1962	082542	BEER/WINE SPECIALTY SHOP

RECEIVED
 FEB - 5 2003
 CITY OF GIG HARBOR

Attention:

Enclosed is a listing of liquor licensees presently operating establishments in your jurisdiction whose licenses expire on MAY 31, 2003. Applications for renewal of these licenses for the upcoming year are at this time being forwarded to the current operators.

As provided in law, before the Washington State Liquor Control Board shall issue a license, notice regarding the application must be provided the chief executive officer of the incorporated city or town or the board of county commissioners if the location is outside the boundaries of an incorporated city or town.

Your comments and recommendations regarding the approval or disapproval for the enclosed listed licensees would be appreciated. If no response is received, it will be assumed that you have no objection to the reissuance of the license to the applicants and locations listed. In the event of disapproval of the applicant or the location or both, please identify by location and file number and submit a statement of all facts upon which such objections are based (please see RCW 66.24.010{8}). If you disapprove then the Board shall contemplate issuing said license, let us know if you desire a hearing before final action is taken.

In the event of an administrative hearing, you or your representative will be expected to present evidence in support of your objections to the renewal of the liquor license. The applicant would presumably want to present evidence in opposition to the objections and in support of the application. The final determination whether to grant or deny the license would be made by the Board after reviewing the record of the administrative hearing.

If applications for new licenses are received for persons other than those specified on the enclosed notices, or applications for transfer of licenses are received by the Board between now and MAY 31, 2003, your office will be notified on an individual case basis.

Your continued assistance and cooperation in these licensing matters is greatly appreciated by the Liquor Control Board.

LORRAINE LEE, Director
Regulatory Services
Enclosures

MAYOR OF GIG HARBOR
3105 JUDSON ST
GIG HARBOR, WA 98335



"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: DESIGN REVIEW BOARD SELECTION
DATE: JANUARY 8, 2003

INFORMATION/BACKGROUND

All potential DRB members are invited to speak to the City Council on February 10, as the City Council deliberates over its selection of DRB members to fill open positions on the board.

The City Council will ask the same questions of all applicants, and should set a fixed, brief period of time as a limit for each presentation.

Possible selectees for the board include:

Linda Gair (current)
Charles Hunter (current)
Paul Kadzik (current)
Lita Dawn Stanton (current)
Charles Bucher
Darrin Filand
Matt Halvorsen
Andy Markos
James Pasin
Roseanne Sachson

Five positions are open.

RECOMMENDATION

Staff recommends reappointment of all current DRB members to the board who have applied for reappointment because draft changes to the design guidelines are not yet completed, and these experienced members are best prepared to complete revisions to the design guidelines. Staff further recommends that terms of service be staggered with two terms assigned for the duration of two years and with three terms assigned for the duration of one year.



'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.

Chapter 2.21

DESIGN REVIEW BOARD (DRB)

Sections:

- 2.21.010 Creation of design review board.
- 2.21.020 Terms and qualifications of members.
- 2.21.030 Purposes.
- 2.21.040 Additional powers.
- 2.21.050 Limitations.
- 2.21.060 Organization.
- 2.21.070 Staff assistance.

2.21.010 Creation of design review board.

A design review board (also referred to as DRB) is hereby created. The design review board shall consist of five members, one of whom shall be a member of the planning commission. The design review board shall interpret, review and implement design review as provided by the city's adopted design manual. (Ord. 736 § 1, 1996).

2.21.020 Terms and qualifications of members.

A. Members of the design review board shall serve terms of two years. The terms shall be staggered. Terms expire on July 1st but members of the design review board shall continue to serve until their successors are appointed and qualified. The member appointed from the planning commission shall serve a term of two years, but a vacancy shall occur in the event the person ceases to be a member of the planning commission. The city council shall appoint a new DRB member to fill vacancies that might arise and such appointments shall be to the end of the vacating member's term.

B. The city council shall choose design review board members with qualifications, skills or demonstrated interest in one or more of the following six categories:

1. A licensed architect or professional designer with demonstrated experience in urban design;
2. A member living in the city with demonstrated interest and knowledge of urban design;
3. A member from the Gig Harbor planning commission;
4. A member with a professional background relating to urban design, (e.g., an artist, an engineer, a planner, a contractor) as determined by the city council;
5. A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;

6. One or more members recommended by or associated with one of the following groups: the Gig Harbor Chamber of Commerce; the Peninsula Historical Society; a local neighborhood or homeowner's association. (Ord. 736 § 1, 1996).

2.21.030 Purposes.

The purposes of the design review board are:

A. To assure that outdoor projects and exterior improvements subject to design review conform to the city's design manual;

B. To protect and enhance Gig Harbor's small town characteristics by assuring that decisions on design reflect the intent of the city's design manual and the design element of the city's comprehensive plan;

C. To make suggestions on design alternatives which meet the needs of the property or business owner and which are consistent with and meet the intent of the city's design policies;

D. To make recommendations to the planning commission and city council on policies and ordinances that may affect the city's design and visual character. (Ord. 736 § 1, 1996).

2.21.040 Additional powers.

In addition to the powers set forth in GHMC 2.21.030, the design review board shall:

A. Determine if outdoor project designs subject to design review are in compliance with the general requirements of the design manual and shall approve, approve with conditions, or disapprove proposed designs. The design review board shall state specific reasons for disapproval so that the applicant has an opportunity to address those concerns;

B. Recommend to the planning commission for adoption standards to be used by the city or design review board in reviewing outdoor proposals within city limits or its areas of contractual jurisdiction;

C. Recommend to the city council the purchase of interests in property for purposes of preserving the city's visual characteristics or implementing the provisions of the city's design manual or the design element of the city's comprehensive plan;

D. Advise the city council on possible incentives to preserve historic structures within the city's historic district;

E. Recommend to the planning commission and the city council zoning boundary changes which are consistent with the city's design manual and the design element of the city's comprehensive plan;

F. Recommend to the planning commission and the city council changes to the Gig Harbor Municipal Code and public works standards which reinforce the purpose of the city's design manual and the design element of the city's comprehensive plan;

G. Provide advice and guidance on request of the property owner or occupant on the restoration, alteration, decoration, landscaping, or maintenance of any structure or site within the city's jurisdiction. (Ord. 736 § 1, 1996).

2.21.050 Limitations.

The design review board may approve, conditionally approve or disapprove project designs or design variances pursuant to the standards in the city's design manual and Chapter 17.98 GHMC. The DRB shall have no authority to make final decisions on site plans, or to waive, increase or decrease any other code requirements. Site plans shall be reviewed as provided in GHMC Title 19. (Ord. 736 § 1, 1996).

2.21.060 Organization.

The city's design review board shall be organized as follows:

A. Chairman. The design review board shall elect one of its members to serve as chairman for a term of one year at its first meeting in March of each year. The chairman may be elected to serve for one consecutive additional term, but not for more than two successive terms.

B. Quorum. No business shall be conducted without a quorum at the meeting. A quorum shall exist when the meeting is attended by a majority of the appointed members of the DRB, which may include the chairman.

C. Voting. All actions of the design review board shall be represented by a vote of the membership. A simple majority of the members present at the meeting in which action is taken shall approve any action taken. The chairman may vote at the meetings. (Ord. 736 § 1, 1996).

2.21.070 Staff assistance.

The city's planning department shall provide the design review board with such assistance as is reasonably necessary to enable it to perform its functions and duties. Staff assistance shall include, but not be limited to, the making of recommendations in staff reports to the DRB on specific projects, research, general planning and instruction. (Ord. 736 § 1, 1996).

Chapter 2.22

CIVIL SERVICE SYSTEM

Sections:

- 2.22.010 Intent of chapter.
- 2.22.020 Definitions.
- 2.22.030 Civil service commission created – Appointment – Term – Removal and quorum.
- 2.22.040 Organization of commission – Powers and duties – Secretary.
- 2.22.050 Persons included – Competitive examinations – Transfers, discharges and reinstatements.
- 2.22.060 Existing personnel continued under civil service.
- 2.22.070 Qualifications of applicants.
- 2.22.080 Tenure of employment – Grounds for discharge, reduction or deprivation of privileges.
- 2.22.090 Procedure for discipline of permanent appointees – Predisciplinary hearing.
- 2.22.100 Hearing required – Notice.
- 2.22.110 Hearings – Legal counsel.
- 2.22.120 Hearings – Scope and standard of review.
- 2.22.130 Conduct of hearing – Evidence.
- 2.22.140 Decision of commission – Findings and conclusions required.
- 2.22.150 Vacancies – Probation.
- 2.22.160 Emergency, provisional and temporary appointments.
- 2.22.170 Power to create offices, make appointments and fix salaries not infringed.
- 2.22.180 Enforcement by civil action – Legal counsel.
- 2.22.190 Deceptive practices, false marks, etc., prohibited.
- 2.22.200 Penalty – Jurisdiction.
- 2.22.210 Applicability.

2.22.010 Intent of chapter.

It is the intent of the city council in enacting the ordinance codified in this chapter to create a system of civil service independent of Chapter 41.12 RCW but which substantially accomplishes the purposes of that chapter. The city council finds that the system of civil service set forth in this chapter meets this intent and the requirements of RCW 41.12.010 for such independent systems. (Ord. 510 § 2, 1987).

HARBOR HOME DESIGN INC.

8811 N. Harborview Drive, Suite A
Gig Harbor, WA 98332
Phone (253) 851-8808
Fax (253) 858-1744
charles@harborhomedesign.com

.....

December 9, 2002

Mayor Gretchen Wilbert
Gig Harbor City Hall
3105 Judson Street
Gig Harbor, WA 98335

Dear Mayor Wilbert,

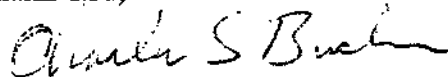
I have recently learned that one of Gig Harbor's Design Review Board Appointments will be coming available very soon. I understand that someone who has an architectural degree filled this position. It is very important to me to play a productive role in the management of our city's growth while maintaining the quality of life we all enjoy. To serve on the Design Review Board would help me to accomplish these goals.

I have been a Gig Harbor resident since 1973 and have done business in Gig Harbor as an Architectural Design and Planning Consultant for the past 15 years.

Currently, I am serving my fourth year on the Chamber of Commerce Board of Directors as Chair of the Holiday Party. I am also serving my third year as the president of the Finholm Marketplace Association.

Please consider this letter as my request to be appointed to the Design Review Board. I look forward to making a valuable contribution to our city.

Thank You,




Charles S. Bucher
President

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


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

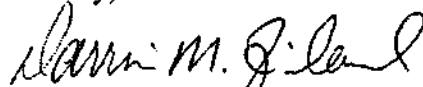
Re: Gig Harbor Design Review Board Position

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

Community Development Dept.
3510 Grandview St.
Gig Harbor Wa 98325

RECEIVED
JAN 2 - 2003
CITY OF GIG HARBOR

January 1, 2003

Mayor Stephen Wilbert

Re: Design Review Board - additional term.

Mayor Wilbert.

Per our conversation regarding the Design Review Board, I am very interested in serving an additional term.

The DRB is essential to the preservation of the character of our community and serving on the board has been a very satisfying experience for me.

Sincerely,
Linda Jani

cc. Steve Cosgrove, Planning & Bldg. Mgr.

RECEIVED

JAN 2 - 2003

January 2, 2003

CITY OF GIG HARBOR

Dear Mayor Wilbert,

I am very interested in becoming a member of the Design Review Board. As a long time resident of the Gig Harbor Peninsula area (19 years), I know that I would be able to give some very insightful and intelligent feedback on issues that are becoming more and more prevalent in today's urban design.

My educational background and current position on the Peninsula Neighborhood Association board fit the qualifications that you have requested in the advertisement placed in the Gateway. I received my Bachelors Degree in Environmental Studies from the Evergreen State College with an emphasis on Community Planning. I completed work with Pierce County on the Comprehensive plan for Gig Harbor as part of my course study.

I know that a well-designed and planned city is a crucial part of the quality of life for a community. This opportunity would be a perfect way for me to use the knowledge that I have gained to help my community and to see that it is designed in a way that protects the integrity and history of Gig Harbor.

Sincerely,



Matt Halvorsen

Member of the Gig Harbor Community

HM PH: 851-2569

WK PH: 884-5655

RECEIVED

DEC 23 2002

CITY OF GIG HARBOR

Andy Markos
4203 77th Avenue Court NW
Gig Harbor, WA 98335
(253) 265-2187

December 23, 2002

The Honorable Gretchen Wilbert, Mayor
City of Gig Harbor
4510 Grandview Street
Gig Harbor, WA 98335

Re: Position Opening on the Gig Harbor Design Review Board

Dear Ms. Wilbert

I am very interested in applying for a position on the City of Gig Harbor Design Review Board. I believe I have the necessary experience, background and expertise to be of value to the City of Gig Harbor in this capacity as I have elaborated below.

I am a resident of the Gig Harbor Peninsula, and have been with my wife and two daughters since 1991. Since moving here we have experienced the rapid changes in the region. I have participated in a variety of capacities in regional planning initiatives in an effort to improve and enhance our community.

I am currently a Municipal Liaison Manager for Puget Sound Energy, Inc., and recently became a Member of the American Institute of Certified Planners (AICP). My duties for PSE are centered on environmental, land use and planning functions as they relate to the company's infrastructure and operations. I participated in the multi-step process of developing the Gig Harbor Peninsula Community Plan, a Component of the Pierce County Community Plan. I was a member of the UGA Committee, the Rural Committee, the Open Space Committee, the Transportation Committee and the Economic Development Committee. During the final stages of the development of the Community Plan, I was selected to become a member of the Peninsula Advisory Commission, where I continue to volunteer my time.

Since 1998, I have been a member of the Tacoma Environmental Commission, serving as Chair from 1999 to the present. My tenure on this body is coming to a completion at the end of this year.

My education background includes a B.S. in Geology from Utah State University, and a M.S. in Geology from the University of Nevada, Reno. I have completed various courses, and become proficient in wetland delineation work, performing these functions

for PSE. I am an avid horticulturist, and have landscaped my personal property with a variety of plants indigenous to the northwest, creating a low maintenance, yet enjoyable natural setting.

I am available to meet with you or your staff to discuss the duties and functions of the Design Review Board and my specific qualifications at your convenience. I look forward to hearing from soon.

Sincerely,

A handwritten signature in cursive script, appearing to read "Andy Markos".

Andy Markos
4203 77th Avenue Court NW
Gig Harbor, WA 98335
(253) 265-2187

JAMES A. PASIN

3214 50th Street Ct.
Suite # 204
Gig Harbor, WA 98335
253-851-8988
tpasin@narrows.com

RECEIVED
DEC 26 2002
OF GIG HARBOR

December 23, 2002

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

Dear Gretchen;

A year has passed since I've served the City.

I'm now willing to serve again, and would appreciate your consideration for an appointment to the Design Review Board.

Should you have any questions of me, please call.

Thank you for your consideration.

Sincerely,


James A. Pasin

Rosanne Sachson
Interior Design in the Classic Manner

December 26, 2002

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

RECEIVED
DEC 31 2002
CITY OF GIG HARBOR

Dear Gretchen;

I so enjoyed our chat last week and I hope you are on the mend and ready for a grand New Year.

Now that I am settling into life in Gig Harbor, I am looking forward to opening my interior design business and continuing with my civic involvements. As I mentioned to you, I have served the past year on the City of Beverly Hills General Plan Committee for Residential Issues. The main focus of this committee resulted from the citizen's outcry regarding the lack of residential design review.

Along with design review other issues addressed are affordable housing, senior and multi-family units, defining modulation, and readdressing enforcement of building practices which fall within the guidelines of the city building codes and permitting.

I would like to be considered for the Gig Harbor Design Review Board, and I am looking forward to meeting with you at your earliest opportunity.

Sincerely,



Rosanne Sachson
Encl.

Post Office Box 71, Gig Harbor, Washington 98335
Tel: 253.857.6302 Fax: 253.857-6304
rosannesachson@aol.com

Rosanne Sachson

Interior Design in the Classic Manner

Rosanne Sachson, a Certified Interior Designer in the State of California, offers a complete range of interior design services through her Gig Harbor, Washington-based studio. Established in 1972, the company provides full service residential and commercial design as well as major renovations. Ms. Sachson specializes in lighting consultation, color adaptation and the design of living spaces, as well as creating working spaces for individuals with special needs and disabilities. She is co-author of *Your Guide to Barrier-Free Sources*, (published in 1993) a comprehensive listing of product sources, reference materials and organizations geared towards creating mainstream living and working environments for the physically challenged.

Ms. Sachson created the architectural and interior design for the innovative Flight System Testbed for the NASA space program facility at Jet Propulsion Laboratory (JPL) in Pasadena, California. Designed to facilitate development for a spacecraft, the Flight System Testbed uses a virtual-spacecraft approach, which significantly reduces cost and spacecraft development time. Design and space planning for the project involved integration and test consideration, system administration, conference space, and simulation support equipment plus micro-spacecraft testbed. Ms. Sachson was responsible for architecture and interior design, customized furnishings and overseeing all building phases. The project has been featured in *Audio Video Interiors*, *Southland* and *Dwell* magazines.

Ms. Sachson began her design career with Howard Hirsch & Associates (now Hirsch Bedner, the largest hotel design firm worldwide). Since establishing her firm, Ms. Sachson has designed home and office environments for prominent attorneys, physicians, and entertainment industry executives in the United States as well as for international clients. Her design credits include participation in a rare public exhibition at Greystone Mansion in Beverly Hills and a showcase of Frank Lloyd Wright's furniture featured in his famed Hollyhock House in Hollywood. Ms. Sachson has also been recognized for her customized art piece that was featured on a segment of the television news magazine show *20/20*. Her decorative pillows feature antique imported textiles and trims, which have appeared at the Pasadena Showcase House and in *Designers West Magazine* among others. Ms. Sachson has been showcased on the HGTV shows "Rooms for Improvement" and "The Kitty Bartholomew Show".

Ms. Sachson is much in demand, speaking in the areas of interior design and entertaining. She was highlighted in the "Blueprint Series" and the "How-to" series at the Pacific Design Center in Los Angeles, plus speaking at renowned health spas though out the United States. She was a juror for the National Endowment for the Arts General Service Awards, in Washington, DC in 1994. She began a new creative endeavor in 2000 with articles for *Zap2it.com* called *Scene Setters* and *Making the Scene*, conversations with film and television set decorators, museum curators, archivists and architects.

Other community involvement activities include volunteer participation in the Los Angeles Olympics from 1981-1984, Hands Across America in 1986 and the William O. Douglas Outdoor Classroom, providing nature hikes for children with special needs. She has been an active member in the Decorative Arts and Costume Councils at the Los Angeles County Museum of Art (LACMA), University of California at Los Angeles (UCLA), Friends of Extension and the World Affairs Council. Ms. Sachson was appointed to the Beverly Hills General Plan Residential Committee in 2002. Her designs have been influenced by extensive international travel to Europe, the Far East, the South Pacific and South America.

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"THE MARITIME CITY"

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TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MH*
CAROL MORRIS, CITY ATTORNEY
SUBJECT: SECOND READING OF ORDINANCE - SHOOTING SPORTS FACILITIES
DATE: FEBRUARY 4, 2003

INFORMATION/BACKGROUND

On October 7, October 21, and January 27, 2002, the City Council held two workshops and on January 13 and 27, 2003, the City Council heard first readings 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 readings, the Council discussed several changes to the draft ordinance. Attached to this memo is another draft of the ordinance, which incorporates all those changes to date.

During the workshop sessions and first readings of the ordinance, the Council asked for input from the public on the hours of operation.

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 readings 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 second reading after inclusion of the hours of operation in Section 5.12.180(O) of the draft ordinance. This draft ordinance as presented may be approved following this 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	8 a.m. to 6 p.m.
Tuesday, Thursday	8 a.m. to 9 p.m.
Saturday	Closed to shooting activities (rifle/pistol/shotgun)
Saturday	10 a.m. to 6 p.m. <u>Closed to shotgun activities (open to rifle/pistol)</u>
Sunday	9 a.m. to 5 p.m.

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	8 a.m. to 6 p.m.
Sunday	9 a.m. to 6 p.m.

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

DRAFT – January 28, 2003

jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

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

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this ___ 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 quite, 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 quite 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 fill 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"

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

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR *MHS*
SUBJECT: PIERCE COUNTY YOUTH ASSESSMENT CENTER
DATE: JANUARY 8, 2003

INFORMATION/BACKGROUND

Ron Hanna will be present to explain a proposal to develop a youth assessment center. The center will operate on a 24 hour a day, seven days a week basis as a drop-off point for law enforcement officers for youth diverted from secure detention, as drop-in center available to runaways/homeless/status offender youth on a voluntary basis, and for crisis intervention services for youth/families from any part of Pierce County.

The proposal at the current time has start-up money and no commitment for long-term funding.

EXECUTIVE SUMMARY
PIERCE COUNTY YOUTH ASSESSMENT CENTER

OVERVIEW - The Pierce County Juvenile Court (PCJC) and A Chance To Change (ACTC), a non-profit organization based in Pierce County, are seeking funding for planning and start-up funds to assist in our four-year effort to develop a youth assessment center (YAC). The purpose of the project will be to replicate the assessment center developed in Multnomah County, Oregon under a five-year grant by the Annie E. Casey Foundation (AECF). The assessment center, coupled with other alternative programming, enabled Multnomah County to reduce the number of youth in secure detention by about 70 percent.

THE PROGRAM MODEL - The YAC will be open on a 24-hour, seven-day-a-week basis, as a drop off point for law enforcement officers for youth diverted from secure detention, as a drop in center available to runaways/homeless/status offender youth on a voluntary basis, and for crisis intervention services for youth/families from any part of Pierce County. The Multnomah County program serves close to 1,000 youth/families per year. It is projected that the YAC in Pierce County, by the end of the three-year project period and thereafter, will serve 500 youth diverted from detention and 500 youth/parents on a voluntary basis annually.

PROJECT GOALS - The Pierce County Juvenile Court has as a priority goal a significant reduction in the use of secure detention without increased risk to public safety. System reforms will limit the use of secure custody to violent youth or those who have committed C or D felonies or misdemeanors, while utilizing less restrictive supervision for youth who pose little risk of re-offending or flight. Key elements in the achievement of this goal will be the development of a youth assessment center and other detention alternatives.

The detention reform project described in this proposal could serve as a model for replication throughout the State of Washington. It is realistic to envision that by utilizing this model in the future, counties could reduce the number of youth in secure detention by at least half. In the year 2000, 34,382 youth were detained in the State of Washington (2001 Juvenile Justice Report, Governor's Juvenile Justice Advisory Committee). Using the detention and reform model to be developed and demonstrated by Pierce County, more than 17,000 youth would not need to be housed in secure detention. These youth and their parents will be served more effectively through alternative assessment, case management, referral and treatment services. The project objectives are:

Objective One - To develop a youth assessment center that will provide reception, assessment, crisis intervention, case management, referral, and follow-up services to youth and families from Tacoma/Pierce County. In the first year 500 youth/families will be served, in year two 750 youth/families will be served, and in year three (and in subsequent years) 1,000 or more youth and families will be served (the target population in the YAC will consist of 500 youth diverted from the secure detention facility and 500 youth/parents who voluntarily come to the YAC in search of crisis intervention and assessment). **Objective Two** - To develop and/or expand proven detention alternatives that will be utilized to reduce the number of youth in secure detention by 50 percent of the current population, by the end of the three-year demonstration project period. **Objective Three** - To increase parental/family motivation and engagement in the assessment and treatment of project youth. **Objective Four** - Reduce the disproportionate detainment and/or commitment of minorities in Pierce County. **Objective Five** - Reduce the current annual number (297) of Pierce County status offenders in the secure crisis residential center by 50 in the first project year, an additional 50 in the second project year, and another 75 in the third project year. **Objective Six** - To secure strong, lasting, and active support and involvement by all law enforcement units in Pierce County. **Objective Seven** - To secure research funds to evaluate and perfect new and innovative strategies and methods for bringing about effective parental motivation and engagement.

PROJECT MANAGEMENT/ORGANIZATION - The YAC program operation and service delivery will be the responsibility of Daniel J. Bissonnette, Executive Director of A Chance To Change. ACTC is a non-profit agency with a Board of Directors and 501(c)3 status, previously known as Crossroads Youth!. ACTC has considerable experience both in the delivery of substance abuse prevention and treatment services to youth and families and also in the administration of grant awards from federal/state agencies and private foundations. A Chance To Change maintains a diversified funding base with support coming from major school districts in Pierce and King counties, the Tacoma/Pierce County Health Department, Casey Family Programs and client fees. ACTC is currently administering a Drug Free Communities grant from the federal Office of Juvenile Justice and Delinquency Prevention.

Daniel J. Erker, the Administrator of the Pierce County Juvenile Court will serve as the primary consultant for the project and is on the *Ad Hoc* Committee. Mr. Erker initiated detention reform activities at PCJC in 1998 and has continued to keep the effort alive since that time. Mr. Erker will meet regularly with Dan Bissonnette and the Project Coordinator in the development of essential plans and proposals. It is the intent that the assessment center will be developed and operated by a non-profit agency, A Chance To Change. The project will be staffed by a full-time Project Coordinator who has extensive experience and skill involving program development for juvenile offenders and for children, youth, and families, preparation of funding proposals/budgets, and planning/start-up of new programs.

There are a growing number of local officials, concerned citizens, and organizations in Tacoma/Pierce County actively supporting the development of the YAC. A major factor in the success of this project will come as a result of timely and strong support from this group. It will be the joint responsibility of the PCJC Administrator, the Executive Director of ACTC and the Project Coordinator to keep this group well informed, to provide any written or other materials they may need, and to request their involvement in making key contacts with public officials with funding responsibility on a timely basis.

PLANNING YEAR BUDGET - Funds in the amount of \$90,000 are being sought for the planning year, which began September 1, 2002 and will end on August 31, 2003. Funds totaling \$66,500 have been raised to date from the Forest Foundation -\$7,000, A Chance To Change -\$12,000, Pierce County - \$8,000 (Pierce County also contributed \$7,000 prior to the planning year for project development). City of Tacoma - \$10,000, Tacoma-Pierce County Health Department - \$10,000, and the Governor's Juvenile Justice Advisory Committee - \$20,000. Pending is \$10,000 from the Cheney Foundation, \$5,000 from the Greater Tacoma Community Foundation and \$7,500 from the Foss Foundation.

Cost of Three Year Start-Up and Demonstration Project – Operation and Services – Private foundation funding is being sought to start up the youth assessment center and to help cover total cost during the period in which both the existing secure detention system and the new youth assessment center are in operation. In January 2003, a formal request will be made of the Gates Foundation for \$1,000,000 to provide private start up funding.

YEAR ONE

Private Funding	Private Funding	Private Funding	Private Funding	Total Private Funding	Local Govt.	Total Year One
Service Delivery \$674 per case	Project Coordinator	Word Processing	Other			
\$337,000 (500 youth/parents)	\$60,000	\$12,000	\$13,000	\$422,000	-0-	\$422,000

YEAR TWO

Private Funding	Private Funding	Private Funding	Private Funding	Total Private Funding	Local Govt.	Total Year Two
Service Delivery @ \$674 per case	Project Coordinator	Word Processing	Other			
\$236,000 (350 youth/parents)	\$60,000	\$12,000	-0-	\$308,000	\$296,600 (400 youth/parents)	\$577,600

YEAR THREE

Private Funding	Private Funding	Private Funding	Private Funding	Total Private Funding	Local Govt.	Total Year Three
Service Delivery @ \$674 per case	Project Coordinator	Word Processing	Other			
\$228,000 (338 youth/parents)	\$30,000	\$12,000	-0-	\$270,000	\$446,188 (662 youth/parents)	\$716,188

CONTACT PEOPLE – The primary contact people regarding the youth assessment center are: Dan Bissonnette, Executive Director of A Chance To Change, (253-853-7954 or email at chancetochange@msn.com); Daniel J. Erker, Administrator, Pierce County Juvenile Court, (253-798-7906 or email at derker@co.pierce.wa.us); Ron Hanna, Project Coordinator (253-851-1507 or email at rhanna37@centurytel.net).



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
SUBJECT: COMMUNITY DEVELOPMENT DIRECTOR
REQUESTED AMENDMENTS TO THE PIERCE COUNTY
COMPREHENSIVE PLAN
DATE: FEBRUARY 10, 2003

INTRODUCTION/BACKGROUND

The City recently received notice from the Pierce County Council that they have received six (6) applications from individuals requesting amendments to the County Comprehensive Plan affecting properties adjacent to and within our Urban Growth Area (UGA). One of which, Godulas (PA-38) has since been withdrawn from consideration by the applicant. Additionally, the City has received indication that an additional request (Roby/Campen) may be sponsored by a Pierce County Council Member and should also be considered. A copy of the notice together with the complete packet of application materials has been enclosed for your consideration. The County is requesting that the City review these applications and provide comment.

The Pierce County Council Planning and Environment Committee was scheduled to consider the map amendment applications on February 5, 2003 and will be considering the UGA amendments and voting on a recommendation to the full County Council on February 12, 2003. The full Pierce County Council will be considering the committee's recommendation on February 25, 2003.

The City currently does not have a formalized process for considering proposals such as these. The City Attorney has advised me that it is inappropriate for the City to consider such requests in absence of a formalized review process. The City Attorney and I have identified the need for such a procedure and anticipate that such a process could be developed and implemented by mid 2003. Even if the City did adopt a process, the 'final decision' of the City Council would only be a recommendation to the Pierce County Council. Further, the County Council is not required to adopt the City's recommendation.

To assist in the review and consideration of these requests, City staff has prepared a map identifying each application as it relates to the Urban Growth Area and City Limits, an ortho photo, and a wetland inventory overlay.

I have drafted a response to the Pierce County Council for your review and consideration.

POLICY CONSIDERATIONS

The policy implications of these requests have not been fully assessed. If approved, various City Comprehensive Plans would need to be amended (i.e. Land Use Comprehensive Plan, Transportation Plan, Wastewater Plan, etc.).

FISCAL IMPACTS

Fiscal impacts associated with these requests would be minimal until such a time as these areas requested annexation to the City.

RECOMMENDATION

I recommend that Council submit the attached letter to the Pierce County Council in response to these requested comprehensive plan amendments.



'THE MARITIME CITY'

COMMUNITY DEVELOPMENT DEPARTMENT

3510 GRANDVIEW STREET

GIG HARBOR, WASHINGTON 98335

(253) 851-6170 • WWW.CITYOFGIGHARBOR.NET

February 10, 2003

Pierce County
Office of the County Council
ATTN: Anna S. Graham
930 Tacoma Avenue South, Room 1046
Tacoma, WA 98402-2176

DRAFT

Dear Ms. Graham:

This letter is in response to your January 14, 2003 correspondence requesting that the City comment on the six (6) applications received from individuals requesting amendments to the County Comprehensive Plan affecting properties adjacent to and within our Urban Growth Area. Additionally, the City understands that an additional request (Roby/Campen) may be sponsored by a Pierce County Council Member and should also be considered. The City appreciates Pierce County's willingness to solicit our input prior to taking action.

Regrettably, the City has no formalized process for considering proposals such as these. We anticipate that such a process could be developed and implemented by mid 2003. However, this does not fit with your proposed timeline. Nonetheless, the City Council did consider these requests at the February 10, 2003 City Council meeting and offers the following comments for your consideration:

- Public notification of these applications is essential. The City has heard many comments that County residents did not realize that their property was under consideration for re-designation in the Gig Harbor Peninsula Community Plan. Direct mailing to the property owners within these areas to inform them of these requests should be done by Pierce County.
- **PA-31, Root** - The City has designated property in this vicinity as mixed use and employment center. The requested designation of neighborhood center is much more intensive than the current pre-annexation zoning of this property as Residential and Business (RB-2). The request is inconsistent with the City pre-annexation zoning of this property. The City recommends that this request not be approved;
- **PA-10, Watland** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously recommended that this area be added to the Urban Growth Area. While the southern half of the property appears to be constrained by wetlands, the northern portion appears to be developable. The City recommends that this request be granted;
- **PA-13, Chidester** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously recommend that this area be removed from the Urban Growth Area due to the presence of wetlands. The City recommends that this request not be approved;

- **PA-18, Miller** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously recommended that this area be removed from the Urban Growth Area due to the presence of wetlands. The City recommends that this request not be approved;
- **Roby/Campen** - The City understands that a Pierce County Council Member may sponsor this request. The only information the City has received regarding this request is that the proponent is desirous of adding two parcels totaling approximately forty (40) acres to the Urban Growth Area for the purposes of developing a residential subdivision. The City recommends that this request not be approved;
- **PA-38, Godulas** – Withdrawn by the applicant.
- **PA-44, Fisher & Leahy** - As part of the process to update the Gig Harbor Peninsula Community Plan, the City previously considered and opposed a similar request for property located to the north (Cyr/Paulson). The City recommends that this request not be approved.

Thank you again for the opportunity to review and comment on these applications. If you have any questions or comments regarding the City of Gig Harbors position on these applications, please do not hesitate to contact Mr. John Vodopich, Community Development Director. Mr. Vodopich can be reached by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,

Gretchen A. Wilbert
Mayor



Pierce County

Office of the County Council

930 Tacoma Avenue South, Room 1046
Tacoma, Washington 98402-2176
(253) 798-6694
FAX (253) 798-7509
TDD (253) 798-4018
1-800-992-2456

RECEIVED
JAN 23 2003
CITY OF GIG HARBOR

January 14, 2003

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

Subject: Requested Amendments to Pierce County's Comprehensive Plan

Dear Mayor Wilbert:

The County Council has received applications from individuals requesting amendments to the County's Comprehensive Plan affecting properties adjacent to and within the City of Gig Harbor's Urban Growth Area. As the Council considers whether or not to initiate these applications for further consideration, we would appreciate hearing the City of Gig Harbor's comments and advice. The applications are attached and can be summarized as follows:

Identifier	Applicant Name	Request	Size and Location
PA-30	Root	Map Amendment: Reclassify from MSF to NC (keeping overlays)	3 parcels, 6 acres Burnham Drive
PA-10	Watland	Urban Growth Area Amendment: Add to the City of Gig Harbor's UGA and Reclassify from R-10 to MSF Rezone from R-10 to SF	1 parcel, 12.6 acres North of Tacoma Narrows Airport
PA-13	Chidester	Urban Growth Area Amendment: Add to the City of Gig Harbor's UGA and Reclassify from RSR and Rsv5 to MSF Rezone from RSR and Rsv5 to SF	37 parcels, 94.05 acres Gig Harbor area
PA-18	Miller	Urban Growth Area Amendment: Add to the City of Gig Harbor's UGA and Reclassify from Rsv5 to EC Rezone from Rsv5 to CE	4 parcels, 24.75 acres 88 th St NW, Gig Harbor area
PA-38	Godulas	Urban Growth Area Amendment: Add to the City of Gig Harbor's UGA and Reclassify from RSR and Rsv5 to MSF Rezone from RSR and Rsv5 to SF	126 parcels, 560 acres northeast of Gig Harbor

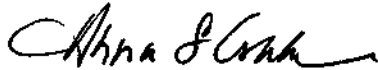


PA-44	Fisher and Leahy	Map Amendment Reclassify from MSF to CC Rezone from SF to CC	5 parcels, 5.5 acres Purdy Area
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The Council's process for considering the initiation of these amendments includes Committee meetings the first half of February with a final decision at a full Council hearing likely by the first week of March. Your response would be appreciated early in that process, if possible. Please let us know if the City plans to provide sewer service or other urban services to these areas and include them in the City's Comprehensive Plan and buildable lands inventory.

If you have any questions about the proposals or process, please call Anna Graham, Council Research Analyst, at (253) 798-6253, or Jenifer Schultz, Committee Clerk, at (253) 798-6696, or you can use (800) 992-2456.

Sincerely,



Anna S. Graham
agraham@co.pierce.wa.us

Attachments

PA-31

2003 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

PA-31

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Generalized Land Use Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet the criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m., December 2, 2002. The deadline to submit an application to the Executive is 4:30 p.m., November 15, 2002.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: Daniel H. Root

Address: P.O. Box 76

City/State/Zip Code: Gig Harbor WA

Phone: (253) 851-9903

Agent: _____

Address: _____

City/State/Zip Code: _____

Phone: (____) _____

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

3 parcels, ~ 6 acres

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DEC 02 2002
PIERCE COUNTY COUNCIL

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: Daniel H. Root

Address: P.O. Box 76

City/State/Zip: Gig Harbor 98335

Phone: 253-851-9903

Tax Parcel Number: 0222312008

Lot Size: Acreage/Square Footage: 1.07 ac. (From County Assessor Records or Tax Statement)

Current Use Code: 480,0 9780 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 10320 Burnham dr. NW.

Location:

Range: 2E Township: 22N Section: 31 Quarter: NW.

Current Land Use Designation (see page 4 for list of designations): _____

Desired Land Use Designation (see page 4 for list of designations): Neighborhood Center

Current Use of the Property (Describe what buildings/businesses are on the site): Fuel/oil supply
Have one 40' x 90' building

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic (check one)

The site is currently served by a public water system ___; well (check one)

Water Purveyor: _____

The site is located on a public road ___; private road ___ (check one)

Name of road: Burnham

Fire District #: 5 Name: Pierce Co / Gig Harbor

School District #: 401 Name: Pearls

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DEC 02 2002

PIERCE COUNTY COUNCIL
By: _____

For Tax Purposes Only

Tax Payer Name: ROOT DAN & DENICE
In Care Of Name:
Mailing Address: 8155 SE MILLIHANNA RD
OLALLA WA, 98359

Property Tax Description for Parcel #: 0222313022
As of: 11/20/2002 **RTSQ:** 02-22-31-3-2
Location: 10320 BURNHAM DR NW

THAT PART OF N 250 FT OF N 7/8 OF
NW OF SW LY WLY OF G H LB HWY EXC
THAT POR DEEDED TO STATE OF
WASHINGTON 9/8/50 AUD FEE
1567614

*use code: 6400 repair services
~ 2 acres
Loman Fuel + Black Forest Repair*

PIEDMONT COUNTY
ASSESSOR'S OFFICE
- RECORDS SECTION
COUNTY CLERK'S OFFICE
- PROPERTY TAX SECTION
FOR FURTHER INFORMATION

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: Edgar and Linda Ramos

Address: 10222 Burnham DR NW

City/State/Zip: Gig Harbor WA 98332

Phone: _____

Tax Parcel Number: 0222313009

Lot Size: Acreage/Square Footage: 3.22 acres (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 10222 Burnham Dr. NW

Location:

Range: 02 Township: 22 Section: 31 Quarter: _____

Current Land Use Designation (see page 4 for list of designations): _____

Desired Land Use Designation (see page 4 for list of designations): _____

Current Use of the Property (Describe what buildings/businesses are on the site): _____

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: _____

The site is located on a public road ; private road . (check one)

Name of road: Burnham

Fire District #: 5 Name: Pierce County / Gig Harbor

School District #: 401 Name: Peninsula

For Tax Purposes Only

Tax Payer Name:RAMOS EDGAR C & LINDA I
In Care Of Name:
Mailing Address:10222 BURNHAM DR NW
GIG HARBOR WA, 98332

Property Tax Description for Parcel #: 0222313009

As of: 11/20/2002

RTSQ: 02-22-31-3-2

Location: 10222 BURNHAM DR NW

S 250 FT OF N 500 FT OF THAT POR
OF GOVT LOT 3 LY W OF GHLB HWY
EXC THAT POR DEEDED TO STATE OF
WASHINGTON 9/8/50 AUD FEE
1567614 SEG E 7799

ASSISTANT CLERK
CLERK
CLERK
CLERK
CLERK

2003 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

RECEIVED
NOV 26 2002
PIERCE COUNTY COUNCIL

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. ~~No~~ application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 2, 2002**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2002**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: JAY W. WATLAND
Address: 9610 85TH AVE NW
City/State/Zip Code: GIG HARBOR, WA 98332
Phone: (253) 851-6735
Agent: N/A
Address: _____
City/State/Zip Code: _____
Phone: (____) _____

PA-10

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you will then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: SE (4) Section: 20 Township: 21 Range: 02

Total Number of Parcels: 1 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 12.6 ACRES

Current Land Use Designation (see page 8 for list of designations): RSV5

Desired Land Use Designation (see page 8 for list of designations)*: MSF

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town.

GIG HARBOR Have you contacted the city or town regarding the amendment? YES

1. General Description of Proposal: MY FAMILY AND I PROPOSE THAT OUR 12.6 ACRES OF LAND ON PT. FOSDICK DRIVE BE INCLUDED IN THE CITY OF GIG HARBOR'S UGA AND BE GIVEN A MSF DESIGNATION. THIS LAND BORDERS GIG HARBOR'S SOUTHERN BOUNDARY AND IS SURROUNDED BY RESIDENTIAL AND COMMERCIAL DEVELOPMENT. WE FORMALLY PRESENTED OUR PROPOSAL TO THE CITY AND HAVE THE UNANIMOUS SUPPORT OF MAYOR WILBERT AND THE CITY COUNCIL AS WELL AS THE SUPPORT OF CITY ADMINISTRATOR, MARK HOPPEN AND COMMUNITY DEVELOPMENT DIRECTOR, JOHN VOJTOPICH (PLEASE SEE ATTACHED DOCUMENTATION).

2. Why is the UGA/USA amendment needed and being proposed? OVER A PERIOD OF 2 YEARS, I HAVE PARTICIPATED IN THE PROCESS OF UPDATING THE GIG HARBOR PENINSULA COMMUNITY PLAN. THROUGH THAT PROCESS, OUR PROPOSAL RECEIVED THE SUPPORT OF THE CITY OF GIG HARBOR AND THE APPROVAL OF CHAIRMAN TERRY LEE AND THE PIERCE COUNTY PLANNING COMMISSION. OUR PROPERTY WAS INCLUDED IN THE UGA AS A PART OF THE DRAFT PLAN (PLEASE SEE ATTACHED ORDINANCE NO. 2001-44, EXHIBIT "C", #42) BUT AN AMENDMENT INITIATED BY COUNCIL MEMBER DISKEY REMOVED OUR PARCEL FROM THE PLAN PRIOR TO THE PIERCE COUNTY COUNCIL'S FINAL VOTE. WE ASK THAT OUR PROPOSAL BE GIVEN FURTHER CONSIDERATION.

3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).
- North: NEIGHBORING RESIDENTIAL WITH COMMERCIAL 1/2 MILE TO THE NORTH
South: COMMERCIAL (TACOMA NARROWS AIRPORT UNIMPROVED BUFFER AREA)
East: COMMERCIAL (TACOMA NARROWS AIRPORT UNIMPROVED BUFFER AREA) & RES
West: LIGHT HOUSE CHRISTIAN SCHOOL AND RESIDENTIAL
4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act? THE GROWTH MANAGEMENT ACT ENCOURAGES GROWTH IN AREAS ALREADY CHARACTERIZED BY URBAN GROWTH [RCW 36.70A.110(1)]. THE CITY OF GIG HARBOR HAS CONSIDERED OUR PROPOSAL AND EXPECTS THAT OUR LAND IS IN THAT AREA LIKELY TO BE FURTHER DEVELOPED AT URBAN LEVELS AND WHICH CAN BE ANNEXED TO THE CITY (PLEASE SEE ATTACHED DOCUMENTATION). OUR LAND IS SURROUNDED BY DEVELOPMENT, IS 1/2 MILE FROM HIGHWAY 16 WHERE NEW ON AND OFF RAMPS WILL BE BUILT AND IS 1/2 MILE SOUTH OF COMMERCIAL DEVELOPMENT THAT INCLUDES MEDICAL FACILITIES, PUBLIC TRANSIT, SHOPPING, THEATER, RESTAURANTS, GOLF COURSE AND A PIERCE COUNTY LIBRARY.
5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County? THE PIERCE COUNTY COMPREHENSIVE PLAN INTEGRATES COUNTY PLANS, MUNICIPAL PLANS AND CITIZEN'S IDEAS BY WAY OF COMMUNITY PLANS THAT INDICATE PREFERENCE ON HOW OUR COMMUNITIES WILL BE DEVELOPED. WE HAVE WORKED WITHIN THE PLAN DEVELOPMENT FRAMEWORK, HAVE APPEARED AT PUBLIC HEARINGS AND HAVE OBTAINED THE APPROVAL OF CITIZENS, THE CITY OF GIG HARBOR, AND THE PIERCE COUNTY PLANNING COMMISSION (PLEASE SEE ATTACHED DOCUMENTATION).
6. For proposals to increase residential land capacity, explain why there is a need for additional residential land capacity. OUR PARCEL IS SMALL IN SIZE AND IS IN THE MIDDLE OF EXISTING DEVELOPMENT. IT IS WITHIN WALKING DISTANCE OF PUBLIC TRANSIT, MEDICAL SERVICES, SHOPPING, ENTERTAINMENT, AND WILL HAVE IMMEDIATE ACCESS TO HIGHWAY 16. IT IS NOT IN A RURAL ENVIRONMENT BUT RATHER IN THE PATH OF ONGOING DEVELOPMENT. ADDITIONAL GROWTH OVER THE NEXT 20 YEARS WILL FURTHER ENVELOP THIS PARCEL. WE BELIEVE OUR LAND IS EXACTLY THE KIND OF PROPERTY WHERE DEVELOPMENT SHOULD BE ENCOURAGED.
7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area.

N/A

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon. THE CITY OF GIG HARBOR HAS FORMALLY CONSIDERED AND SUPPORTS OUR PROPOSAL TO INCLUDE THIS PROPERTY IN THE CITY'S UGA (PLEASE SEE ATTACHED DOCUMENTATION).

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 6 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment.

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number):

11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer: _____

storm drainage: _____

transportation: _____

domestic water supply: _____

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number): _____

13. Provide the population holding capacity for the municipality (cite title, date and page number):

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number): _____

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number): _____

16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map:

PARCEL INFORMATION

This page must be completed for each parcel included in the
Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: JAY W. WATLAND ETAL

Address: 9610 85TH AVE NW

City/State/Zip: GIG HARBOR, WA 98332

Phone: (253) 851-6735

Tax Parcel Number: R0221204023

Lot Size: Acreage/Sq. Ft.: 12.6 ACRES (From County Assessor Records or Tax Statement)

Current Use Code: RSV5 9100 4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: PT. FOSDICK DR. & 36TH ST. NW

Location:

Range: 02 Township: 21 Section: 20 Quarter: SE

Current Land Use Designation (zoning) (see page 8 for list of designations): RSV5

Desired Land Use Designation (zoning) (see page 8 for list of designations): MSF

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):

UNIMPROVED

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: _____

The site is currently served by a public water system ; well . (check one)

Water Purveyor: WASHINGTON WATER SERVICE CO.

The site is located on a public road ; private road . (check one)

Name of road: PT. FOSDICK DRIVE & 36TH ST. NW

Fire District #: 5 Name: GIG HARBOR

School District #: 401 Name: PENINSULA

9610 85th Avenue NW
Gig Harbor, WA 98332
November 25, 2002

Pierce County
Office of the County Council
930 Tacoma Avenue South, Room 1046
Tacoma, WA 98402-2176

Dear Council Members:

My family and I propose that our 12.6 acres of land on Pt. Fosdick Drive be included in the City of Gig Harbor's UGA. Over the past 2 years, we have worked through the Pierce County Comprehensive Plan process and have obtained the support of the City of Gig Harbor, the Pierce County Planning Commission and area citizens. As evidenced by the attached documentation, including a portion of the Gig Harbor Peninsula Community Draft Plan, we are confident that our proposal is consistent with the Growth Management Act, the County-Wide Planning Policies, and the Pierce County Comprehensive Plan.

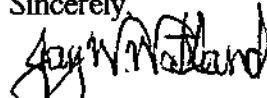
The attached maps highlight our 12.6-acre parcel located in the southeast corner of the intersection of Pt. Fosdick Drive and 36th Street NW, and show its direct connection to the City of Gig Harbor. We understand that Washington's Growth Management Act requires that Pierce County's Comprehensive Plan focus the majority of growth and development within the City of Gig Harbor and the surrounding Urban Growth Area. We believe that our land is exactly the kind of property where development should be encouraged.

Existing development has encircled our property. The parcel is adjacent to the City of Gig Harbor's southern boundary and is situated ½ mile from Highway 16. Improvements to Highway 16 will bring new on and off ramps to 36th Street NW and a traffic light to its intersection with Pt. Fosdick Drive. Our property is ½ mile south of commercial development on Pt. Fosdick Drive that includes medical services, public transit, shopping, a Pierce County library, a movie theater, restaurants, golf course and more. A bike path connects us to that area. Sharing the intersection of Pt. Fosdick Drive and 36th Street NW with our land are a new school and 2 residential developments. Property to the south and east is unimproved land held by the City of Tacoma that buffers the Tacoma Narrows Airport from residential development presently surrounding it.

We have lived in Pierce County for 52 years and have paid taxes on this land for more than 45 years. We believe it will be developed in the near future and think it fair and appropriate that we have a chance to influence that development before we are forced to sell it. Including our property in the UGA would bring with it a moderate density single-family designation (MSF). Our intent would be for this land to be developed in a way that we will be proud of and in a way that fits into the community we are a part of.

I have attached correspondence and documentation related to this request and also have available, a recent extensive engineering report with results of soil tests, topography and other environmental studies that fully support our intent. I would welcome the opportunity to discuss any questions you may have. My home telephone number is (253) 851-6735.

Sincerely,



Jay W. Watland

Cc: Mike Erkinen
Pierce County Planning and Land Services

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40. The Planning Commission finds that it is not appropriate to plan for a park consisting of passive recreational uses on the Tacoma Narrows Airport properties located north of Stone Road based on Federal Aviation Administration concerns.

41. The Planning Commission finds that it is appropriate to designate the land located between Goodnough Drive NW and Purdy Drive NW as Moderate Density Single Family (MSF) to be consistent with the City of Gig Harbor's land use designation for that neighborhood.

42. The Planning Commission finds that it is appropriate to designate the 12.6 acres of property located at the southeast intersection of Point Fosdick Drive NW and 36th Street NW as Moderate Density Single Family (MSF) pursuant to the City of Gig Harbor's recommendation.

43. The Planning Commission finds that the proposed changes to the City of Gig Harbor's UGA as described in the Gig Harbor Peninsula Community Plan are based on the location of critical areas, urban development patterns and urban services, and are supported by the City of Gig Harbor.

44. The Planning Commission finds that several changes to the Pierce County Comprehensive Plan are necessary and appropriate to provide consistency between the Comprehensive Plan and the update to the Gig Harbor Peninsula Community Plan.

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45. The Planning Commission finds that the update to the Gig Harbor Peninsula Community Plan is consistent with the Growth Management Act, the County-Wide Planning Policies and the Pierce County Comprehensive Plan.

Participation of our property being included in the City's UGA, the City of Gig Harbor conducted the attached study and issued a determination of nonsignificance (DNS) for our project. Though we were not included in the UGA, the results of this study further support our proposal.



CITY DEVELOPMENT DEPARTMENT
3510 GRANDVIEW STREET
GIG HARBOR, WASHINGTON 98335
851-6170 • WWW.CITYOFGIGHARBOR.NET

**Gig Harbor City Council
Notice of Public Hearing
Planning Commission Recommendations on the
2001 Comprehensive Plan Amendments**

Notice is hereby given that the Gig Harbor City Council will hold a public hearing and first reading of a draft ordinance adopting the City of Gig Harbor Planning Commission recommendations on the 2001 Comprehensive Plan amendments proposed under Application #01-10. The hearing will begin at 7:00 P.M. on Tuesday, November 12, 2002 in the City of Gig Harbor Council Chambers, Gig Harbor Civic Center - 3510 Grandview Street.

There are numerous amendments under Application #01-10 that pertain to property throughout the City or its urban growth area (UGA). These are primarily City-initiated amendments intended to correct inconsistencies between the County and City land use designations, or to assure consistency between City zoning and comprehensive plan designations. Proposed amendments under Application #01-10 that may directly affect your property, or that pertain to property within 300 feet of your property, include the following:

Include in the City's UGA parcel #0221204023 and give a Comp Plan land use designation of Residential Low. (See attached Area Map 15). This change was requested by Mr. Jay W. Watland, owner of the property.

The City of Gig Harbor issued a determination of nonsignificance (DNS) under the State Environmental Policy Act Rules (Chapter 197-11-WAC) for the above named project. Notice of this determination was sent to you in late August. You may comment on both the DNS and the proposed comp plan amendments during the November 12th public hearing.

If you have questions pertaining to the above proposal, you may contact Steve Osguthorpe, Planning & Building Manager, at (253) 851-6170

Comprehensive Plan Amendments

Map Area 15



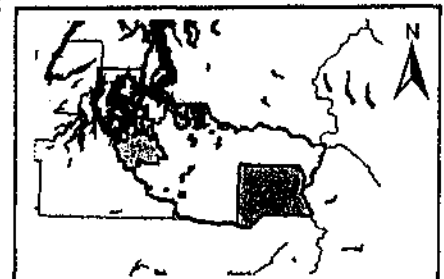
MAP LEGEND

-  Roads - All*
-  Tax Parcels*
-  Area 15

N



Scale 1:13709



City of Gig Harbor
Community
Development



City of Gig Harbor. The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

June 20, 2001

Pierce County
Office of the County Council
ATTN: Karen Biskey, District No. 7 Councilmember
930 Tacoma Avenue So., Room 1046
Tacoma, WA 98402-2176

Dear Ms. Biskey;


Over the past several months, the City Gig Harbor has worked closely with Pierce County Planning and Land Service staff in the on-going process to revise and update Gig Harbor Peninsula Community Plan. In particular, discussions have centered on ensuring consistency between the County's Community Plan and the City's Comprehensive Plan for the Urban Growth Area (UGA). As such, the City Council has authorized City staff to suggest a number of changes, including the inclusion of Mr. Jay Watland's property into the City's UGA.

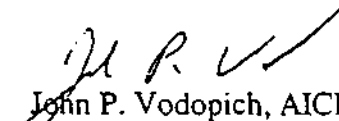
Earlier this year, the City received a written request from Mr. Watland requesting support of a proposal to include property in the City's UGA. The subject property is approximately 12.6 acres in size and is located at the southeast corner of Point Fosdick Drive and 36th Street NW. In evaluating this request, City staff considered the fact that the City's Urban Growth Area (UGA) is that area which is likely to be developed at urban levels in the future and which can be annexed to the City. The surrounding properties have already been developed at urban levels of development. Further, the subject property is the only privately held property at the southeast corner of Point Fosdick Drive and 36th Street NW. The properties immediately to the south and east are part of the Tacoma Narrows Airport held by the City of Tacoma. These properties are not likely to be developed in the future unless airport operations cease.

The City Council considered this request at its regular meeting on February 12, 2001 and took action to support Mr. Watland's request to include this property in the City's UGA. Subsequently, a letter of support for this request was forwarded to the Pierce County Planning Commission for consideration as they deliberated the draft plan. Please consider the City's support of Mr. Watland's request as you now deliberate the Gig Harbor Peninsula Community Plan presently before you.

On behalf of the City of Gig harbor, I would like to thank you for the opportunity to comment on and participate in the development of the Gig Harbor Peninsula Community Plan under consideration. If you have any questions or comments regarding this correspondence, please feel free to contact myself or Mr. John Vodopich, Director of Planning and Building for the City. I can be reached by telephone at (253) 851-8136 or by E-mail at hoppenm@lesa.net and Mr. Vodopich can be reached at (253) 851-4278 or by E-mail at vodopichj@lesa.net.

Sincerely,


Mark Hoppen
City Administrator


John P. Vodopich, AICP
Director, Planning & Building

Cc: Mr. Mike Kruger
Mr. Jay Watland



City of Gig Harbor, The "Maritime City"

DEPARTMENT OF PLANNING & BUILDING SERVICES
3125 JUDSON STREET
GIG HARBOR, WASHINGTON 98335
(253) 851-4278

February 13, 2001

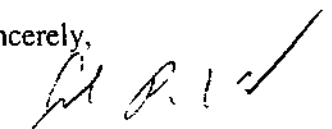
Pierce County Planning Commission
C/o Pierce County Department of Planning and Land Services
ATTN: Mike Kruger, Associate Planner
2401 South 35th Street
Tacoma, WA 98409-7460

Dear Planning Commission Members;

The City Gig Harbor recently received a request for support of a proposal from Mr. Jay Watland to include property in the City's Urban Growth Area (UGA). The subject property is approximately 12.6 acres in size and is located at the southeast corner of Point Fosdick Drive and 36th Street NW. The City Council considered this request at its regular meeting on February 12, 2001 and took action to support Mr. Watland's request to include this property in the City's UGA. Please consider the City's support of Mr. Watland's request as you deliberate the Gig Harbor Peninsula Community Plan presently before you.

Thank you for the opportunity to comment on the draft plan under consideration. If you have any questions or comments regarding this correspondence, please feel free to contact me. I can be reached by telephone at (253) 851-4278 or by E-mail at vodopichj@lesa.net.

Sincerely,



John P. Vodopich, AICP
Director, Planning & Building Services

Cc: Mr. Jay Watland

9610 85th Ave. NW
Gig Harbor, WA 98332
February 13, 2001

Pierce County Planning Commission
Attn: Mike Kruger, Associate Planner
2401 South 35th Street
Tacoma, WA 98409-7460

Dear Planning Commission Members:

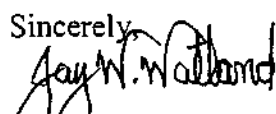
My family and I request that you include our 12.6-acre property in The City of Gig Harbor's Urban Growth Area (UGA). This parcel touches the City's southern boundary and is situated in the southeast corner of Point Fosdick Drive and 36th Street NW. We believe the reasoning for this action is significant and we have the support of the Mayor and City Council in making this request. Attached is a letter from John Vodopich, Director, Planning & Building Services confirming the City's support.

The Gig Harbor Peninsula Community Plan requires that the most intensive development on the Peninsula occurs in the UGA surrounding the City and has historically encouraged development near Highway 16. Our property is on the City's southern boundary, is within a half-mile of Highway 16 and is a half-mile south of commercial development on Point Fosdick Drive. The surrounding area includes a number of residential developments, a shopping center, a fitness club, a new school and a golf course. The property immediately to the south and east is a part of the Tacoma Narrows Airport.

When the second Narrows Bridge is built, a new Highway 16 on and off ramp will be constructed at 36th Street NW which will provide immediate access to and from our property. A new traffic light that the City negotiated with the State of Washington will be installed at the intersection of Point Fosdick Drive and 36th Street NW. Other transportation projects recommended in "Appendix B - Transportation Projects" of the Gig Harbor Peninsula Community Plan suggest that several of the County's and State's highest priorities are improvements to 36th Street NW and Point Fosdick Drive.

Our property is surrounded by existing development and is directly in the path of current and future development. The City agrees with the appropriateness of including this land in the UGA and we ask that you consider our request as you finalize the Gig Harbor Peninsula Community Plan.

Sincerely,



Jay W. Watland

Jay W. Watland
(253) 851-6735 (home) (206) 346-9018 (work)

AGENDA FOR GIG HARBOR CITY COUNCIL MEETING
February 12, 2001 - 7:00 p.m.

CALL TO ORDER:

PUBLIC HEARING: PUD/PRD Ordinances.

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 Meetings of January 22, 2001.
2. Correspondence / Proclamations: Gig Harbor Group Home.
3. Special Occasion Liquor License - Beta Sigma Phi.
4. Inflow and Infiltration Study - Consultant Services Contract.
5. Burnham Drive Waterline Project - Construction Participation Agreement.
6. Approval of Payment of Bills for February 12, 2001.
Checks #31888 through #32070 in the amount of \$237,603.01. Voided Check #31893.
7. Approval of Payment of Payroll for January, 2001.
Checks #555 through #604 in the amount of \$185,420.91.

OLD BUSINESS:

1. First Reading of Ordinance - Amendments to Section 17.90 - Planned Unit Developments.
2. Ordinance Extending Moratorium on Acceptance of PUD Applications.
3. Second Reading of Ordinance - Repealing Section 17.90 of the GHMC - Planned Unit Developments.
4. Second Reading of Ordinance - Amendments to the Planned Residential Development Ordinance.
5. Second Reading of Ordinance - Definitions - 17.04.
6. Second Reading of Ordinance - Amendments to Title 19 - Type IIIA Permits - PUD.
7. Second Reading of Ordinance - Amendment to Title 16 GHMC - Type IIIA Permits and Final Plat Extensions.
8. Continuance of Annexation Proceedings - 57th St. Ct. NW & 28th Ave. NW.
9. Notice of Intent to Commence Annexation Proceedings - 62nd Street Court NW.

NEW BUSINESS:

1. Pierce County Gig Harbor Peninsula Community Plan - Citizen Recommended Change.
2. First Reading of Ordinance - Arts Commission.
3. Annual Transportation Capacity Report - SCA Consulting Group.
4. First Reading of Ordinance - Amending Ordinance 858 - Stormwater Development Standards.
5. First Reading of Ordinance - Adding Chapter 12.17 to the Gig Harbor Municipal Code - Enforcement Procedures.
6. Resolution - Public Hearing for Street Dedication of Front Street.
7. First Reading of Ordinance - Definitions for Museum.
8. First Reading of Ordinance - Amendments to 17.15 - Museums and Recreation Halls.
9. First Reading of Ordinance - Establishing Zoning of Public Institutional Property.
10. First Reading of Ordinance - Easements for Fire Equipment Emergency Access and Maintenance of Fire Protection Systems.
11. First Reading of Ordinance - Skateboard Use.
12. Addition to the City of Gig Harbor Job Descriptions.
13. Land Use Hearing Examiner - Request for Proposal.
14. Agenda Protocol.

15. Council Committee Appointment and Mayor Pro Tem.

STAFF REPORTS:

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

EXECUTIVE SESSION: For the purpose of discussing potential litigation per RCW 42.31.110(i).

ADJOURN:

TO: MAYOR WILBERT AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
DIRECTOR, PLANNING & BUILDING SERVICES
SUBJECT: PIERCE COUNTY GIG HARBOR PENINSULA COMMUNITY PLAN -
CITIZEN RECOMMENDED CHANGE
DATE: FEBRUARY 12, 2001

INFORMATION/BACKGROUND

As Council will recall, City Staff has been working closely with Pierce County Staff regarding the ongoing community planning effort being lead by the County for the Gig Harbor Peninsula Community. In particular, discussions have centered on ensuring consistency between the County's Community Plan and the City's Comprehensive Plan for the Urban Growth Area (UGA). In December 2000, Council authorized staff to submit a letter outlining City recommended changes to the UGA.

The City has recently received a letter from Mr. Jay Watland (attached) which outlines a request for support of a proposal to include property in the City's UGA. The subject property is approximately 12.6 acres in size and is located at the southeast corner of Point Fosdick Drive and 36th Street NW. Pierce County staff has indicated that this request would be more likely to receive favorable consideration if the City supports it. This request is time sensitive given that on February 13, 2001 the Pierce County Planning Commission will hold the second of two, public hearing's on the Community Plan.

POLICY CONSIDERATIONS

The City's Urban Growth Area (UGA) is that area which is likely to be developed at urban levels in the future and which can be annexed to the City. The subject property is the only privately held property at the southeast corner of Point Fosdick Drive and 36th Street NW. The properties immediately to the south and east are part of the Tacoma Narrows Airport held by the City of Tacoma. These properties are not likely to be developed in the future unless airport operations cease.

FISACL IMPACT

If this property were to be included in the City's Urban Growth Area (UGA) there would be no immediate fiscal impact to the City. Fiscal impacts, if any, would occur at the time of annexation to the City.

RECOMMENDATION

Staff is recommending that the Council move to support Mr. Watland's request to be included in the City's Urban Growth Area (UGA).

PA-13

**2003 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN**

PA-13

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 2, 2002**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2002**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: PAUL & SHIRLEY J. CHIDESTER

Address: 5303 HUNT ST NW

City/State/Zip Code: GI HARBOR, WA 98335

Phone: (253) 858-3461

Agent: (SAME AS ABOVE)

Address: _____

City/State/Zip Code: _____

Phone: (_____) _____

Initiation (check one):

- Request Pierce Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

RECEIVED
NOV 27 2002
PIERCE COUNTY COUNCIL
By: _____

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you will then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: SW Section: 7 Township: 21N Range: 2E

Total Number of Parcels: 37 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 94.05

Current Land Use Designation(see page 8 for list of designations):RURAL RESIDENTIAL, RESERVE 5 (Rsv5)

Desired Land Use Designation (see page 8 for list of designations)*: URBAN RESIDENTIAL (MSF)

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town.

GIG HARBOR, WA

Have you contacted the city or town regarding the amendment? YES

1. General Description of Proposal: TO INCLUDE THE ABOVE PROPERTIES IN THE URBAN GROWTH AREA. (WE WERE IN THE URBAN GROWTH AREA FROM 1994 UNTIL UNTIL MARCH OF 2002).

2. Why is the UGA/USA amendment needed and being proposed? TO DEVELOP THE AREA FOR URBAN GROWTH AS IT WAS ORIGINALLY DESIGNATED FOR IN 1994, BY THE CITY OF GIG HARBOR, THEN REMOVED IN MARCH OF 2002 WITHOUT THE PROPERTY OWNERS BEING NOTIFIED.

3. Describe the land uses surrounding the proposed amendment (*residential, commercial agricultural, etc.*).

North: URBAN RESIDENTIAL, (MSF)

South: RURAL RESIDENTIAL, RESERVE 5 (Rsv5)

East: URBAN RESIDENTIAL, (MSF)

West: RURAL RESIDENTIAL, RESERVE 5 (Rsv5)

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act? EXISTING DEVELOPMENT PATTERN IS MORE CONDUCTIVE TO URBAN

SUBDIVISION DEVELOPMENT.

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County? THE COUNTY ENCOURGES URBAN GROTH AROUND THESE URBAN CITIES

6. For proposals to increase residential land capacity, explain why there is a need for additional residential land capacity. THE COUNTY'S BUILDBLE LANDS REPORT INDICATES MORE HOUSING IS NEEDED IN THE GIG HARBOR URBAN AREA.

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area N/A

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon. GIG HARBOR HAS ADEQUATE WATER AND SEWER FOR THE 20 YEAR PLANNING HORIZON

NOTE: If the proposed amendment is not addressed within City or Town Comprehensive Plan, skip question 9 -16. However, the parcel information requested on page 6 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment. CITY OF GIG HARBOR COMPREHENSIVE PLAN, ADOPTED NOVEMBER 28, 1994.

10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number): THE ENTIRE ENVIRONMENTAL IMPACT STATEMENT - DRAFT, AUGUST, 17 1994 AND FINAL, NOVEMBER 2, 1994

11. Identify the City or Town plans for providing and finding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer: GIG HARBOR COMPREHENSIVE PLAN, Pg 68 & 69, NOVEMBER 1994

storm drainage: GIG HARBOR COMPREHENSIVE PLAN, Pg 67 & 68, NOVEMBER 1994

transportation: GIG HARBOR TRANSPORTATION PLAN, FINAL REPORT, AUGUST 12, 1994

domestic water supply: GIG HARBOR COMPREHENSIVE PLAN, Pg 68, NOVEMBER 1994

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number): GIG HARBOR COMPREHENSIVE PLAN, Pg 40 THRU Pg 55,
NOVEMBER 28, 1994

13. Provide the population holding capacity for the municipality (cite title, date and page number):
GIG HARBOR COMPREHENSIVE PLAN, Pg 50, NOVEMBER 28, 1994 - 540 SINGLE FAMILY,
109 MULTI FAMILY

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number): GIG HARBOR COMPREHENSIVE PLAN, POLICY 9 - GENERALIZED LAND
USE CATAGORIES Pg 8 THRU 11.

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number): _____

GIG HARBOR COMPREHENSIVE PLAN, #13 - Pg 12, RESIDENTIAL DENSITIES, NOVEMBER

28, 1994

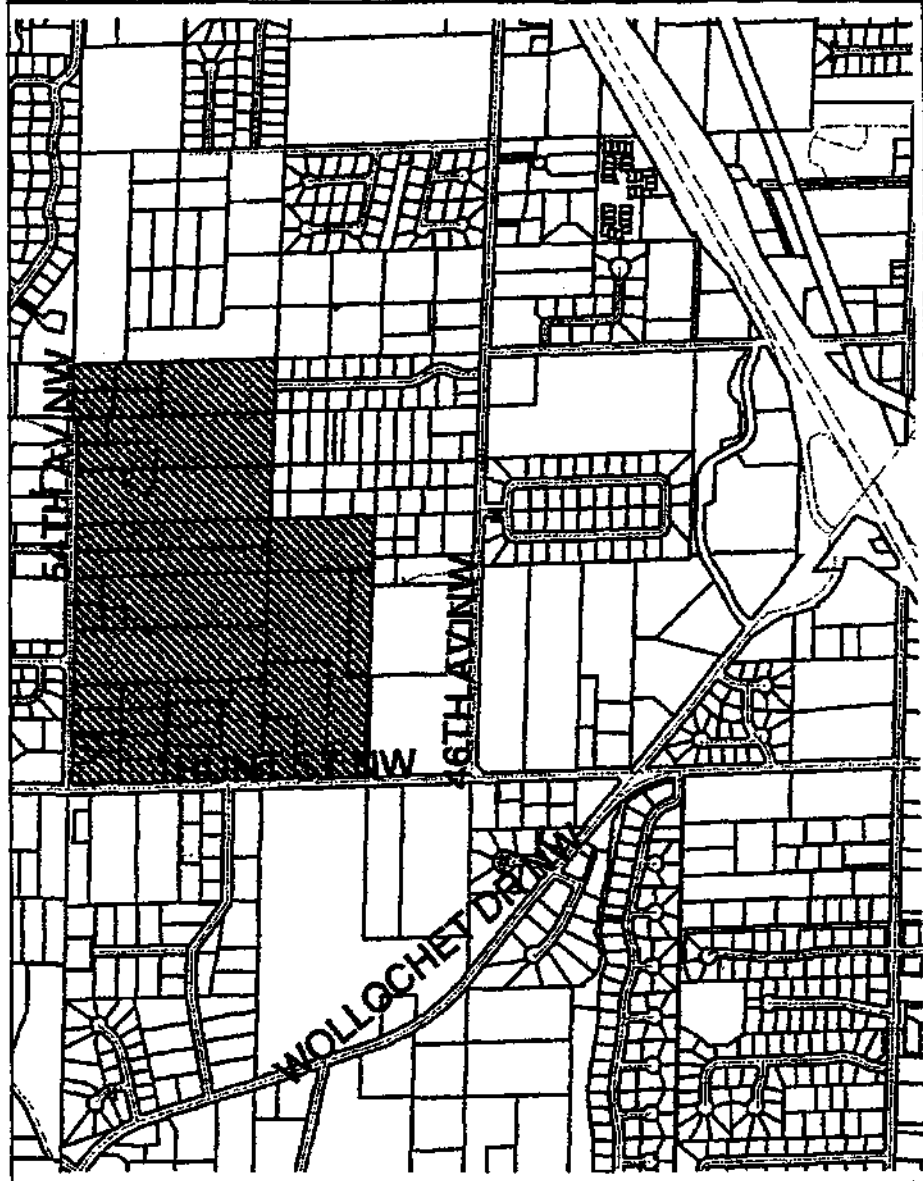
16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map: N/A

PA-13, Chidester		
37 parcels, approximately 94 acres		
PA-13	0221073021 ^a	Chidester
	0221077089 ^b	
	0221077090 ^c	
	0221077091 ^d	
	0221077092 ^e	
	0221077032 ^f	
	0221077034 ^g	
	0221077045 ^h	
	0221077044 ⁱ	
	0221077039 ^j	
	0221077009 ^k	
	0221073037 ^l	
	0221073012 ^m	
	0221077036 ⁿ	
	0221077041 ^o	
	0221077031 ^p	
	0221077030 ^q	
	0221077011 ^r	
	0221077012 ^s	
	0221077013 ^t	
	0221077700 ^u	
	0221073068 ^v	
	0221073067 ^w	
	0221073066 ^x	
	0221073065 ^y	
	0221077019 ^z	
	0221077018 ^{aa}	
	0221077040 ^{ab}	
	0221073097 ^{ac}	
	0221073098 ^{ad}	
	0221077043 ^{ae}	
	0221077037 ^{af}	
	0221073009 ^{ag}	
	0221077042 ^{ah}	
	0221077033 ^{ai}	
	0221073026 ^{aj}	

See Clerk's File for Detailed Parcel Information.

2003 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

Comprehensive Plan Amendment Map



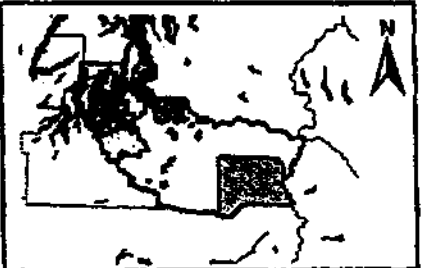
MAP LEGEND

- Roads - All*
- Tax Parcels*
- Growth Area

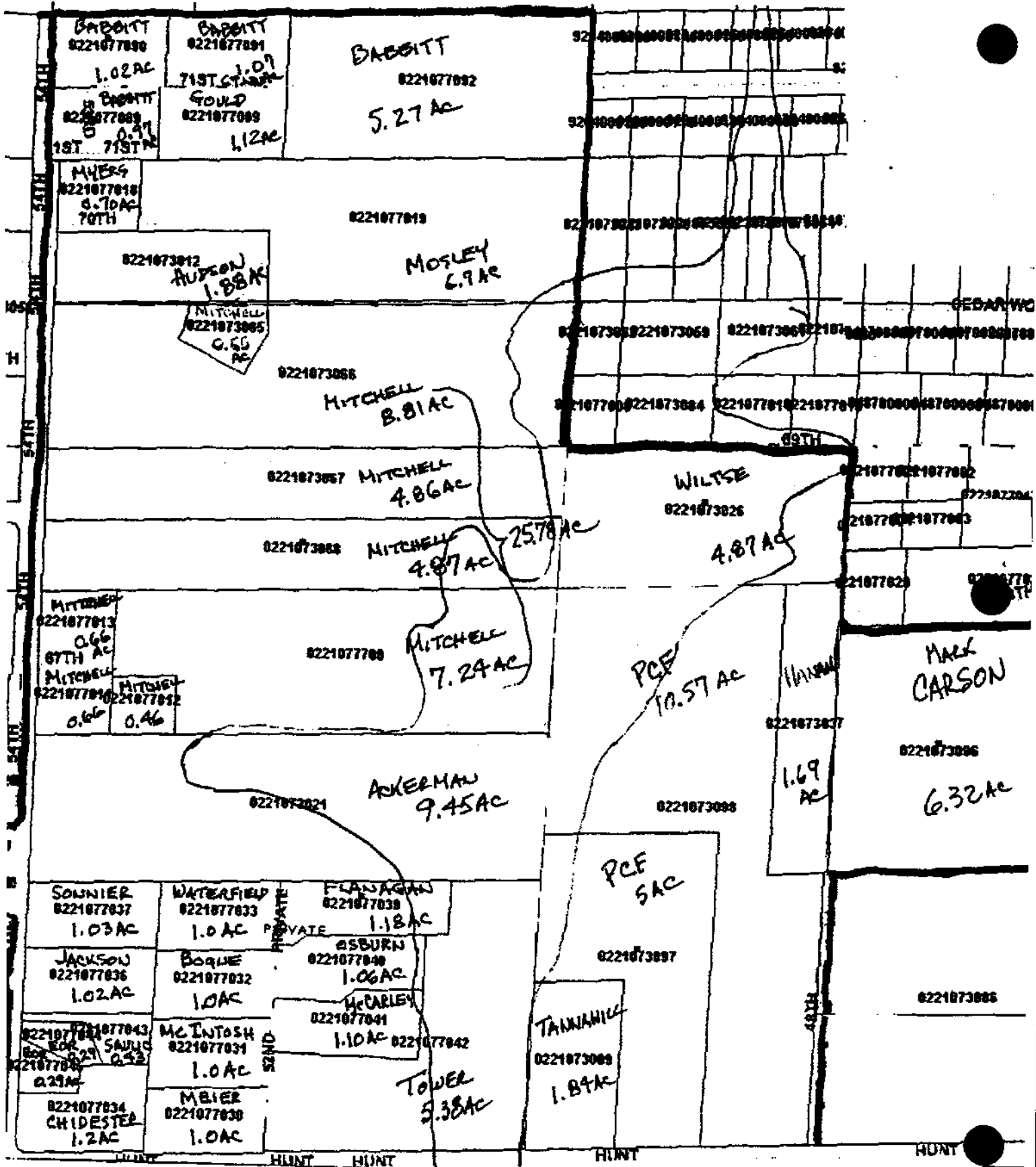
N



Scale 1:14213



2003 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN MAP



2003 APPLICATION
FOR URBAN GROWTH AREA AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

RECEIVED
NOV 27 2002
PIERCE COUNTY
By: _____

An Urban Growth Area Amendment (UGA) is a proposed change or revision to the designated Comprehensive Urban Growth Area (CUGA) or designated urban growth area or urban service area of any city or town within Pierce County. Urban Growth Area Amendments are Comprehensive Plan amendments; however, such amendments shall only be considered by the Council following review pursuant to RCW 36.70A.130(3) and the County-Wide Planning Policies for Pierce County, and must be consistent with the provisions of any executed interlocal agreements for joint planning with any city or town within Pierce County (PCC 19C.10.040).

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline for submitting an application to the Council is 4:30 p.m., **December 2, 2002**. The deadline for submitting an application to the Executive is 4:30 p.m., **November 15, 2002**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: Miller Investment Partnership
Address: 917 Pacific Ave. Suite 417
City/State/Zip Code: TACOMA, WA 98402
Phone: (253) 383-5500
Agent: Paul E. Miller
Address: SAME
City/State/Zip Code: _____
Phone: (____) _____

PA-18

- Initiation (check one):
 Request Pierce County Council to initiate the amendment.
 Request Pierce County Executive to initiate the amendment.
 City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you will then be required to provide names, mailing addresses, and mailing labels for all property owners within 300 feet of the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: 1 Section: 01 Township: 21 Range: 01

Total Number of Parcels: 4 *The total number of parcels and total acreage must be consistent with County Assessor data.*

Total Acreage: 24.75

Current Land Use Designation (see page 8 for list of designations): _____

Desired Land Use Designation (see page 8 for list of designations)*: _____

*New designation is necessary for UGA and CUGA amendments. For USA amendments, a new designation is optional.

If the amendment is within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town.

_____ Have you contacted the city or town regarding the amendment? _____

1. General Description of Proposal: _____

2. Why is the UGA/USA amendment needed and being proposed? This Request is

To Restore These four parcels back into
The UGA and into The Gig Harbor Employment
Center.

3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).

North: Reserve
South: Reserve
East: Employment Center
West: Reserve

4. How does the proposed UGA/USA amendment conform to the requirements of the Growth Management Act? This Amendment would restore NEEDED

Employment Center Land. These Parcels are adjacent to & accessed through the Employment Center. Until last March these parcels were within the UGA & The Employment Center.

5. How is the proposed UGA/USA amendment consistent with the County-Wide Planning Policies for Pierce County? These Parcels have been a part of the Purdy

Employment Center. Objective 4 of Gig Harbor Comm. Plan call for Retention & Reservation of Ares for Commercial development. Access to These parcels is solely through The Existing Employment Center while wetlands exist, they are no more constraining than on the remaining EC Land.

6. For proposals to increase residential land capacity, explain why there is a need for additional residential land capacity.

7. For proposals to increase the supply of land available for the Employment Center designation, explain why there is a need for additional Employment Center land outside the Comprehensive Urban Growth Area.

This Amendment is to Restore 25 Acres of employment center land lost during the adoption of the Community Plan

8. For proposals to expand an urban growth area, explain how adequate public facilities can be provided within the 20-year planning horizon. These parcels have been a part of the UGA for over 8 years since adoption. They were a part of an annexation initiative fall 2001 accepted by City of Gig Harbor. The City has anticipated service to this area.

NOTE: If the proposed amendment is not addressed within a City or Town Comprehensive Plan, skip questions 9 - 16. However, the parcel information requested on page 6 of this application must be provided for all UGA amendments.

9. Provide the title and adoption date for the City or Town Comprehensive Plan that addresses the proposed amendment. Current City of Gig Harbor Comprehensive Plan includes these parcels. They will be conforming to County Plan.
10. List the environmental documentation (e.g., Environmental Impact Statement) prepared by the City or Town for its Plan as required by SEPA (cite title, date and page number): Determination of non-significance for change, none other known
11. Identify the City or Town plans for providing and funding capital improvements to serve the proposed area with services (cite title, date and page number):

sewer: _____

storm drainage: _____

transportation: _____

domestic water supply: _____

12. Describe the methodology used by the municipality to calculate the population holding capacity (cite title, date and page number): Proposed as Employment Center

13. Provide the population holding capacity for the municipality (cite title, date and page number):

Proposed as Employment Center

14. List the Comprehensive Plan policies which identify the range of allowable residential densities (cite page number): Proposed as Employment Center

15. List the Comprehensive Plan policies which encourage urban density infill (cite page number): _____

*Consistant with Community Plan Employment
Center objectives page 38+39*

16. For Urban Service Area (USA) amendments only, will the proposed amendment resolve or create an overlap with the USA of another jurisdiction? If yes, please describe and show the overlap on the attached map:

NO

PARCEL INFORMATION

This page must be completed for each parcel included in the
Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: Miller Investment Partnership

Address: 917 Pacific Ave Suite 417

City/State/Zip: TACOMA WA 98402

Phone: 253-383-5500

Tax Parcel Number: 0121011020

Lot Size: Acreage/Sq. Ft.: 6.2 (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 88th street NW

Location:

Range: 01 Township: 21 Section: 01 Quarter: 1

Current Land Use Designation (zoning) (see page 8 for list of designations): _____

Reserve

Desired Land Use Designation (zoning) (see page 8 for list of designations): _____

Employment Center

Current Use of the Property (Describe the buildings/businesses and other improvements on the site): _____

VACANT

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic ___. (check one)

Sewer Provider: _____

The site is currently served by a public water system ___; well ___. (check one)

Water Purveyor: _____

The site is located on a public road ___; private road X. (check one)

Name of road: 88th street NW

Fire District #: _____ Name: _____

School District #: _____ Name: _____

PARCEL INFORMATION

This page must be completed for each parcel included in the
Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: Miller Investment Partnership

Address: 917 Pacific Ave #417

City/State/Zip: TACOMA WA 98402

Phone: 253-383-5500

Tax Parcel Number: 0121011021

Lot Size: Acreage/Sq. Ft.: 6.2 (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 88th St. NW

Location:

Range: 01 Township: 21 Section: 01 Quarter: 1

Current Land Use Designation (zoning) (see page 8 for list of designations): Reserve

Desired Land Use Designation (zoning) (see page 8 for list of designations): Employment Center

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
VACANT

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic ___ (check one)

Sewer Provider: _____

The site is currently served by a public water system ___; well ___ (check one)

Water Purveyor: _____

The site is located on a public road ___; private road X (check one)

Name of road: 88th street NW

Fire District #: _____ Name: _____

School District #: _____ Name: _____

PARCEL INFORMATION

This page must be completed for each parcel included in the
Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: Miller Investment Partnership

Address: 917 Pacific Ave #417

City/State/Zip: TACOMA WA 98402

Phone: 253-383-5500

Tax Parcel Number: 0121011022

Lot Size: Acreage/Sq. Ft.: 6.7 (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 88 Street NW

Location:

Range: 01 Township: 21 Section: 01 Quarter: 1

Current Land Use Designation (zoning) (see page 8 for list of designations): Reserve

Desired Land Use Designation (zoning) (see page 8 for list of designations): _____

Employment Center

Current Use of the Property (Describe the buildings/businesses and other improvements on the site): _____

VACANT

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic ___ (check one)

Sewer Provider: _____

The site is currently served by a public water system ___; well ___ (check one)

Water Purveyor: _____

The site is located on a public road ___; private road X (check one)

Name of road: 88 Street NW

Fire District #: ___ Name: _____

School District #: ___ Name: _____

PARCEL INFORMATION

This page must be completed for each parcel included in the
Urban Growth Area Amendment proposal.

Taxpayer or Legal Owner: Colleen Newton

Address: c/o Paul Miller 917 Pacific Ave #417

City/State/Zip: Tacoma WA 98402

Phone: 253-383-5500

Tax Parcel Number: 0121011019

Lot Size: Acreage/Sq. Ft.: 6.2 (From County Assessor Records or Tax Statement)

Current Use Code: 9100 (4 Digit Land Use Code From County Assessor Records or Tax Statement)

Site Address: 88th Street NW

Location:

Range: 01 Township: 21 Section: 01 Quarter: 1

Current Land Use Designation (zoning) (see page 8 for list of designations): Reserve

Desired Land Use Designation (zoning) (see page 8 for list of designations): Employment Center

Current Use of the Property (Describe the buildings/businesses and other improvements on the site):
VACANT

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

Sewer Provider: _____

The site is currently served by a public water system ; well . (check one)

Water Purveyor: _____

The site is located on a public road ; private road . (check one)

Name of road: 88th Street NW

Fire District #: _____ Name: _____

School District #: _____ Name: _____

Paul E. Miller

BROKERAGE

917 PACIFIC AVENUE • SUITE 417
TACOMA, WASHINGTON 98402
253•383•5500
FAX 253•627•0840

RECEIVED
NOV 27 2002
PIERCE COUNTY COUNCIL
By: _____

November 21, 2002

Councilman Harold Moss
Pierce County Council
930 Tacoma Ave. So.
Tacoma, WA 98402

Dear Harold:

I have enclosed several documents related to the four parcel which we had discussed that were effected by the recent changes in the Gig Harbor Community Plan. The four parcels, as identified on map 1 in yellow, are each 6.25 acres in size and lie within the area consistently designated as the Purdy Employment Center. These parcels were platted as a part of the remaining adjacent large lot plat within the commercial employment area over 25 years ago. The only access to these parcels is by way of 88th St. NW which comes through the Employment Center designation and dead ends at these parcels as shown on map 1 in red.

All four of these parcels have been included within the Urban Growth Area boundary from the original date of its' adoption for logical reasons, as shown on map 2 in orange. Not until the recent Gig Harbor Community Plan adoption this spring, were the boundaries changed as depicted on map 3 in pink. This change was one of 15 boundary changes requested by the City of Gig Harbor, ostensibly for the purpose of straightening the Urban Growth Boundary line. As shown on map 3, these parcels continue to be adjacent to and should be a part of the designated Employment Center Zoning. While some wetlands exist on two of these four parcels, as they do throughout the Employment Center, they are not "heavily constrained". No wetland delineation has occurred, as wetland restrictions are a code and development restriction, not a zoning criteria.


No notice was provided to the owners and so no objection was registered. The County Advisory Panel accepted the recommendations without objection. Had the owners been aware of the actions being taken that effected their property, they would have objected earlier and we would hopefully not be put in the position of restoring these parcels to the UGA. Gig Harbor is now in the process of amending their Comprehensive Plan solely for the purpose of complying with the action taken by the County. Recent meetings with representatives from the City of Gig Harbor have indicated no position on the City's part toward this request. An attached letter from the City's Community Development Director indicates that the City has no procedure for reviewing a proposal to restore the deleted parcels and therefore is deferring to the County Council's decision without recommendation.

During the time that the Gig Harbor Community Plan was being adopted, the City of Gig Harbor was working with the owners of the parcels within the Employment Center to initiate annexation procedures. A petition for consideration of annexation was submitted by the requisite number of property owners for an area as shown on map 2 in green, including the four parcels in question. This petition was submitted in the fall of 2001 and was heard by the City Council and accepted in March of 2002, prior to the changes effective with the Community Plan. The annexation was put on hold by the Supreme Court ruling on annexation procedures, and will continue to be so until a reconsideration decision is made. However, this shows the intent and the reasonableness of the continued inclusion of these parcels within this designated area.

These four parcels are adjacent to and a part of the Employment Center and their only access is through the Employment Center. Logically, they belong within the UGA boundary and within the Employment Center designation. No one will build to a rural housing standard if their only access is to drive through an industrial or commercial employment area. This is why they were appropriately included within the originally UGA and why they need to be restored to the current UGA. This is not an expansion of the UGA, but a restoration of the boundary as it existed up until this spring.

I appreciate the Council's consideration of this request and am willing to address any questions which may exist.

Sincerely,



Paul E. Miller

c.c.

~~Ms. Anna Graham~~

Mr. John Ladenburg

Mr. Chip Vincent

~~PLANS - Advance Planning~~



'THE MARITIME CITY'

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

November 6, 2002

Paul Miller
917 Pacific Avenue Suite 417
Tacoma, WA 98402

Re: Urban Growth Area Boundary – Pierce County Comprehensive Plan Amendment
Application

Dear Mr. Miller:

This letter is in response to your written inquiry of November 6, 2002 with regards to the proposed inclusion of property within the City's Urban Growth Area (UGA). The property in question was removed from the City's UGA with the adoption of the Gig Harbor Peninsula Community Plan by Pierce County on March 12, 2002 (Pierce County Ordinance No. 2001-44s2). As you are aware, Pierce County, not the City has the ultimate authority to amend Urban Growth Area boundaries.

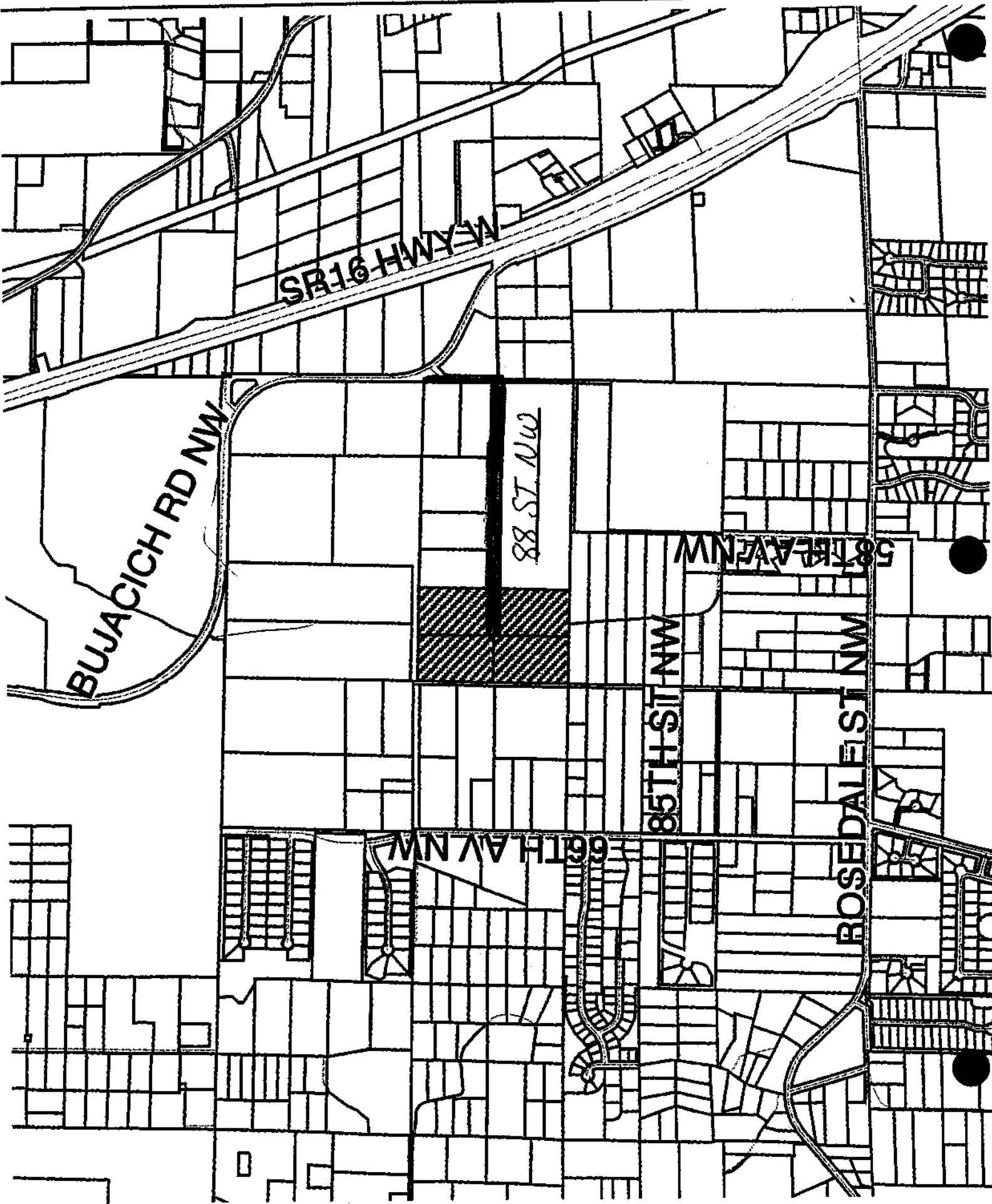
When we meet on November 6, 2002, I explained to you that the City currently does not have a formalized process for considering proposals such as yours. The City Attorney has advised me that it is inappropriate for the City to consider such request in absence of a formalized review process. I anticipate that the City will develop and implement a Comprehensive Plan amendment process in early 2003. You should also be aware that even if we adopt a process, the 'final decision' of the City Council would only be a recommendation to the Pierce County Council. Further, the County Council is not required to adopt the City's recommendation. Therefore, the City cannot take a position with regards to your request.

I will keep your request on file and advise you as to when the City formalizes such a process. Please feel free to contact me if you wish to discuss this matter further. I can be contacted by telephone at (253) 851-6170 or by E-mail at vodopichj@cityofgigharbor.net.

Sincerely,


John P. Vodopich, AICP
Community Development Director

Cc: Mike Kruger, Pierce County PALS



BUJACICH RD NW

SR 16 HWY NW

88 ST NW

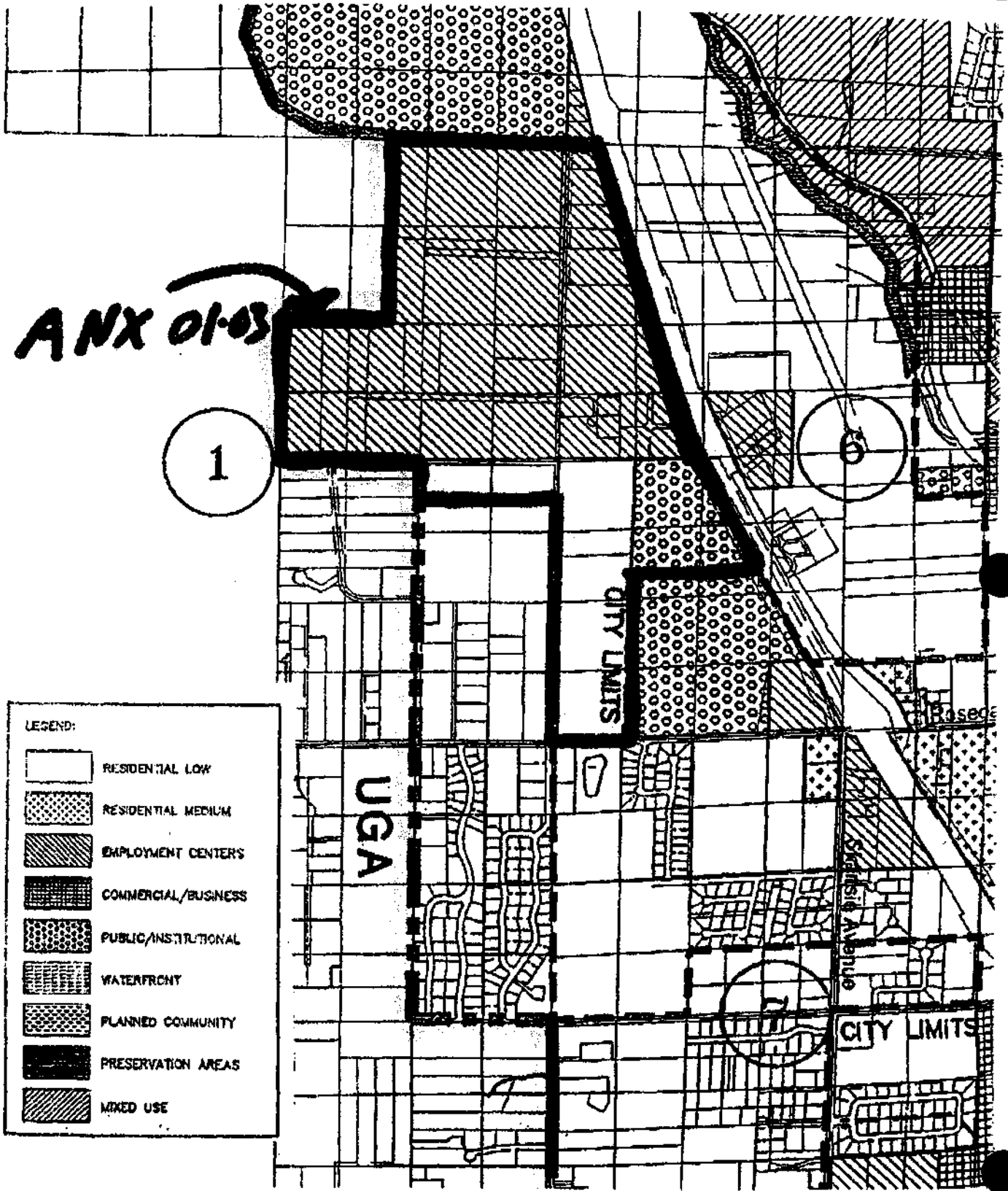
58 TRAIL NW

85TH ST NW

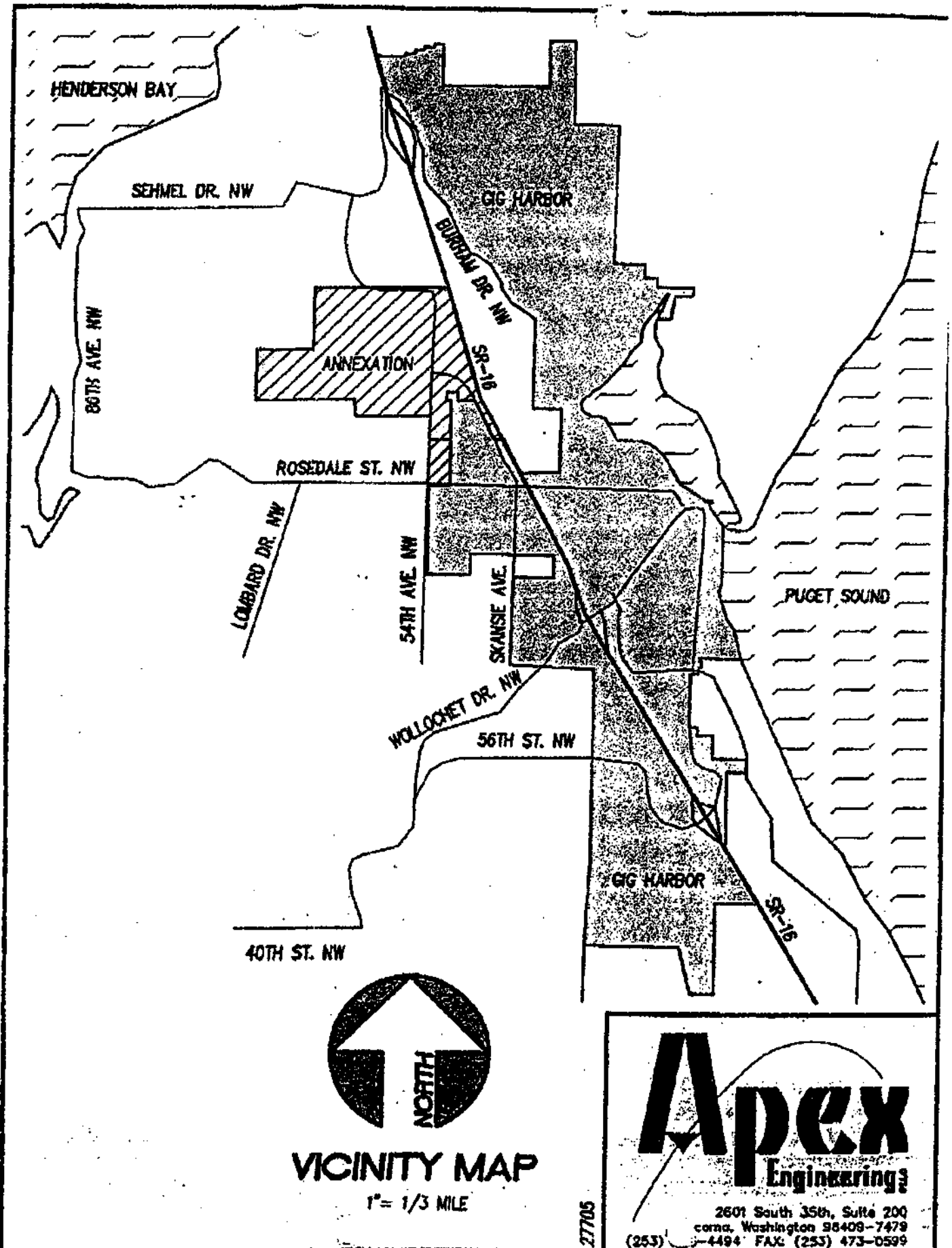
66TH AV NW

ROSEDALE ST NW

City of Gig Harbor Comprehensive Plan Generalized Land Use Plan Map



MAP 2



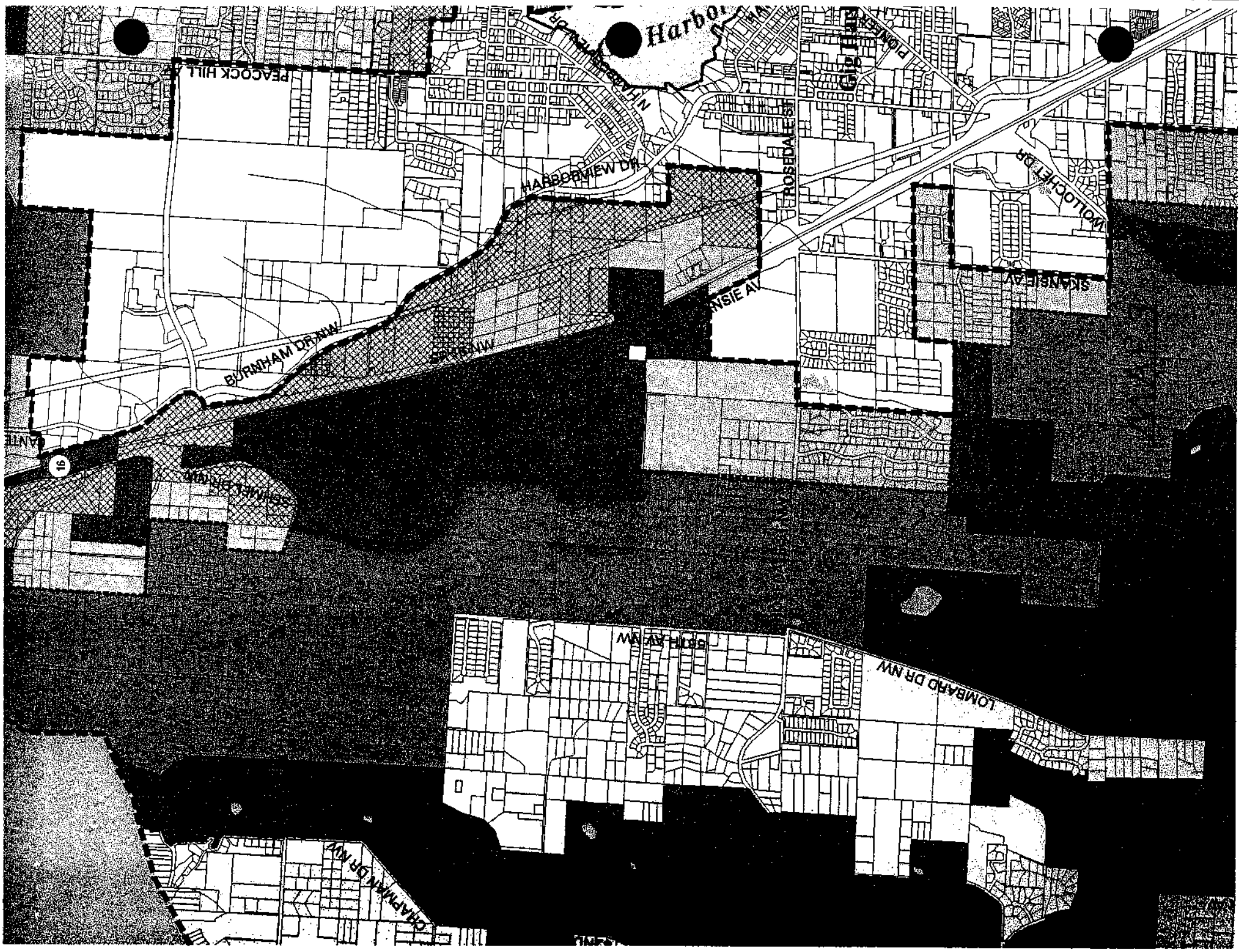
VICINITY MAP

1" = 1/3 MILE

27705

Apex
Engineering

2601 South 35th, Suite 200
Carna, Washington 98409-7479
(253) 4494 FAX: (253) 473-0599



PEACOCK HILL

Harbor

HARBORVIEW DR

BIRMINGHAM DR NW

INSIE AV

STANLEY AV

BOTH AV NW

LOMBARD DR NW

CHAPMAN DR NW

15

CITY OF GIG HARBOR

MAR 01 2002

3111

March 1, 2002

Roby/Campen

John Vodopich
Community Development Director
City of Gig Harbor
3105 Judson St.
Gig Harbor, WA 98335

Dear Mr. Vodopich:

This letter is to request that our planned McCormick Creek development be included into your Urban Growth Boundary. The parcel numbers are R 01-21-01-1-023 which is owned by Robert & Josephine Roby and R 01-21-01-1-024 which is owned by Carl & Jeanne Campen. The location borders the proposed Employment Center on the north end of the west line. It totals about 40 acres and has been completely surveyed for property lines, wetland/stream setbacks and topography. A preliminary site plan has identified the possibility of around 60 residential building sites.

Robert A. Roby
Robert Roby

Josephine W. Roby
Josephine Roby

Carl Campen
Carl Campen

Jeanne Campen
Jeanne Campen

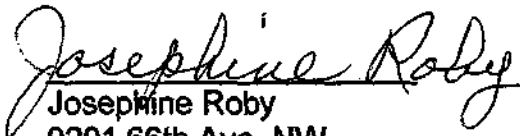
February 4, 2003

RECEIVED
CITY OF GIG HARBOR
FEB 05 2003
COMMUNITY

Terry Lee
Pierce County Council
Gig Harbor District #7
930 Tacoma Ave. South
Tacoma, WA 98402

Dear Mr. Lee:

On March 1, 2002 we sent a letter to the City of Gig Harbor Community Development Director John Vodopich to request that our planned McCormick Springs development be included into their Urban Growth Boundary. The parcel numbers are R 01-21-01-1-023 which is owned by Josephine Roby and R 01-21-01-1-024 which is owned by Carl & Jeanne Campen. It has been in the planning stage for a couple of years and totals about 40 acres that has been completely surveyed for property lines, wetland/stream setbacks and topography. An Easement Deed (Project No. 169-06-02) has just been approved and purchased on January 13, 2003 from the State of Washington, Department of Corrections for an additional 80 foot-wide access onto Bujacich Road. Because we were not informed as to the procedure for requesting this change to the Pierce County Urban Growth amendants by the end of December 2002, we are now requesting that it be included with the current proposals.



Josephine Roby
9201 66th Ave. NW
Gig Harbor, WA 98332
253 858-3363

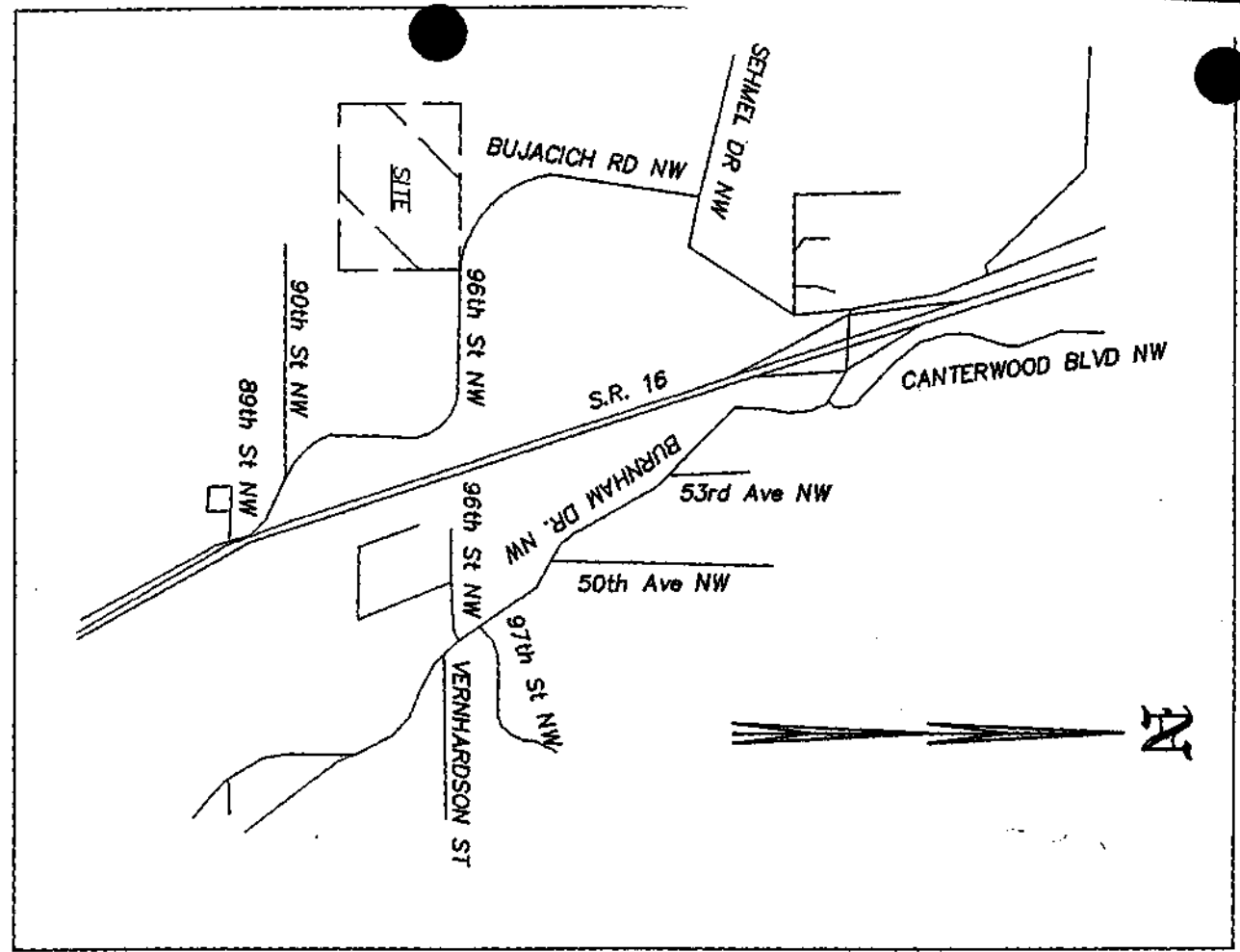


Carl Campen
9219 66th Ave. NW
Gig Harbor, WA 98332
253 858-9242

FEB 6 5 2003
 COUNTY
 COMMUNITY



VICINITY MAP



RL CAMPEN ET AL

9219 - 66TH AVE. NW
 GIG HARBOR, WA 98332

PORTION OF THE NE1/4 OF THE NW1/4 AND
 PORTION OF THE NW1/4 OF THE NE1/4 OF
 TOWNSHIP 21 NORTH, RANGE 1 EAST, W.M.
 PIERCE COUNTY, WASHINGTON

DRAWING FILE NAME	DATE
6834SUBDIV.DWG	02-12-2001
SURVEY DATA FILE NAME	DATE
6834TOPO.ASC	02-12-2001
DRAWN	DATE
TB JPA	02-12-2001
CHECKED	DATE
WGT/GEB	07-17-2002

JOB NUMBER
6834
FIELD BOOK
482
SCALE
1" = 100'
SHEET NUMBER
1 of 1

PA-38

Vodopich, John

From: Loyda Zamalloa [loydaz@baselinetacoma.com]
Sent: Thursday, January 30, 2003 9:28 AM
To: Graham, Anna
Cc: Vodopich, John
Subject: Godulas UGA Amendment Application #PA-38

Hi Anna,

We received your January 21, 2003 letter confirming Pierce County's receipt of our client's application for Urban Growth Amendment, Godulas #PA-38. At this point, we are respectfully requesting the cancellation this application. Our client, John Godulas, has recently sold the property and we have learned that the new owners are not interested in continuing with the application. Mr. Godulas has also told us that he also contacted the County this week to cancellation the application.

If you have any questions, please feel free to contact me. Thank you for your time.

Loyda Zamalloa, Asst. Project Manager
Baseline Engineering, Inc.
1910 - 64th Avenue West
Tacoma, WA 98466
Phone: (253)565-4491 - Tacoma
(206)824-1205 - Seattle
Fax: (253)565-8563
E-mail: loydaz@baselinetacoma.com

This message (including any attachments) contains confidential information intended for a specific individual and purpose, and is protected by law. If you are not the intended recipient, you should delete this message and are hereby notified that any disclosure, copying, or distribution of this message, or the taking of any action based on it, is strictly prohibited.

1/30/2003

PA-44
Fisher and Leahy

**2003 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN**

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Generalized Land Use Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet the criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m. **December 2, 2002**. The deadline to submit an application to the Executive is 4:30 p.m., **November 15, 2002**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicants:

William E. Fisher
PO Box 2374
Gig Harbor, WA 98335
(253) 857-6779

William Leahy & Nina Leahy
12823 62nd Ave NW
Gig Harbor, WA 98332
(253) 853-6182

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

PA-44, Map Amendment – Fisher & Leahy

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed map amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you will be required to provide names, mailing addresses, and mailing labels for all property owners within the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: SE Section: 24 Township: 22N Range: 1E

Total Number of Parcels: 5

Total Acreage: approx 6 acres

Current Land Use Designation (see page 4 for list of designations): MSF

Desired Land Use Designation (see page 4 for list of designations): CC

If the amendment is within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town:

1. General Description of Proposal: To change these parcels from Residential Low to Commercial/Business.
2. Why is the land use reclassification needed and being proposed? Because of the activity of related trucking here on Goodnough Dr – Pierce County shops, Purdy Sand and Gravel, Peninsula Light. Not a good place for homes.
3. Describe the land uses surrounding the proposed amendment (*residential, commercial, agricultural, etc.*).
North: Townhouses and single family
South: Commercial - Business
East: Goodnough Dr and Highway 16
West: Purdy Dr.

PIERCE COUNTY PLANNING
& LAND SERVICES

2003 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

NOV 25 2002

PIERCE COUNTY

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Generalized Land Use Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet the criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m., December 2, 2002. The deadline to submit an application to the Executive is 4:30 p.m., November 15, 2002.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: WILLIAM E. FISHER combined with Leahy

Address: P.O. Box 2374

City/State/Zip Code: Gig Harbor, WA 98335

Phone: (253) 857-6779

Agent: _____

Address: _____

City/State/Zip Code: _____

Phone: (____) _____

Initiation (check one):

- Request Pierce County Council to initiate the amendment.
- Request Pierce County Executive to initiate the amendment.
- City/Town of _____ is initiating the amendment.

2003 APPLICATION
FOR AREA-WIDE MAP AMENDMENT
TO PIERCE COUNTY COMPREHENSIVE PLAN

NOV 25 2002

PIERCE COUNTY

An Area-Wide Map Amendment is a proposed change or revision to the Comprehensive Plan Generalized Land Use Map that affects an area which is either comprehensive in nature, deals with homogeneous communities, is geographically distinctive, or has a unified interest within the County, such as community plan areas. An Area-Wide Map Amendment, unlike a parcel or site-specific land use reclassification, is of area-wide significance and includes many separate properties under various ownerships. Single-parcel or single-ownership map changes do not meet the criteria for consideration as an Area-Wide Map Amendment.

NOTE: An application must be completed for all proposed amendments, whether initiated by the County Council, County Executive, or a city or town with jurisdiction in Pierce County. No application is considered officially initiated until: 1) the Executive forwards the application to the County Council for inclusion in the Council resolution initiating amendments; 2) a city or town forwards the application to the County Council for inclusion in the Council resolution initiating amendments; or 3) the County Council includes the application in the resolution initiating amendments. It is the applicant's responsibility to provide the completed application and to check on the status of the request. If you want a city or town to initiate an amendment, you need to work directly with the city or town. See the handout 2003 Guidelines for Submitting Applications for Amendments to the Pierce County Comprehensive Plan for additional information. The deadline to submit an application to the Council is 4:30 p.m., **December 2, 2002**. The deadline to submit an application to the Executive is 4:30 p.m., **November 15, 2002**.

Complete all the blanks in this application form. We will not accept a letter or report in lieu of this application. However, reports, photos or other materials may be submitted to support your application.

Applicant: William Lecky & Nick Lecky

Address: 12823 62nd Ave N.W.

City/State/Zip Code: Gig Harbor WA 98332

Phone: (253) 853-6182

Agent: _____

Address: _____

City/State/Zip Code: _____

Phone: (_____) _____

Initiation (check one):

Request Pierce County Council to initiate the amendment.

Request Pierce County Executive to initiate the amendment.

City/Town of _____ is initiating the amendment.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed map amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you will be required to provide names, mailing addresses, and mailing labels for all property owners within the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: 4 Section: 24 Township: 22 Range: 01

Total Number of Parcels: 4 The total number of parcels and total acreage must be consistent with County Assessor data.

Total Acreage: 5

Current Land Use Designation (see page 4 for list of designations): M.S.F.

Desired Land Use Designation (see page 4 for list of designations): C.C.

If the amendment is within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town:

BIG HBR. WA.

1. General Description of Proposal: TO CHANGE THESE 4 PARCELS FROM RESIDENTIAL LOW, TO COMMERCIAL/BUSINESS

2. Why is the land use reclassification needed and being proposed? BECAUSE OF THE ACTIVITY & RELATED TRUCKING HERE ON GOODNOUGH DR. - PIERCE CO. SHOPS, - PURDY SAND & GRAVEL; PENINSULA LIGHT CO. NOT A GOOD PLACE FOR HOMES.

3. Describe the land uses surrounding the proposed amendment (residential, commercial, agricultural, etc.).

North: TOWNHOUSES & SINGLE FAMILY

South: COMMERCIAL - BUSINESS

East: GOODNOUGH DR. & HIGHWAY 76

West: PURDY DR.

DESCRIPTION OF AMENDMENT:

Attach a map of the proposed map amendment, showing all parcels and parcel numbers (see the County Assessor's Office to obtain maps and parcel information). If the Executive, County Council, or a city or town initiates your amendment, you will be required to provide names, mailing addresses, and mailing labels for all property owners within the proposed amendment area. You will be sent detailed instructions for submitting that information.

Area of Amendment: Quarter: 4 Section: 24 Township: 22 Range: 01

Total Number of Parcels: 1 The total number of parcels and total acreage must be consistent with County Assessor data.

Total Acreage: 4/10

Current Land Use Designation (see page 4 for list of designations): M.S.F

Desired Land Use Designation (see page 4 for list of designations): C.C.

If the amendment is within a city's or town's Urban Growth Area or Urban Service Area, identify the city or town:

Gig Harbor WA

1. General Description of Proposal: To change parcels from Residential Low, to Commercial/Business

2. Why is the land use reclassification needed and being proposed? Because of the traffic and related trucking on Goodrough Dr. Pierce Co. shops - Purdy Sand & Gravel, Peninsula Light Co.

3. Describe the land uses surrounding the proposed amendment (residential, commercial, agricultural, etc.).

North: Town Homes & Single Family

South: Commercial - Business

East: Goodrough Dr. & Highway 16

West: Purdy Dr.

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: WILLIAM E FISHER
Address: P.O. Box 2374
City/State/Zip: BIG HBR. WA.
Phone: 857 6779

Tax Parcel Number: 01-22-24-4-077

Lot Size: Acreage/Square Footage: 1 ACRE (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 12817 62ND AVE N.W.

Location:

Range: 01 Township: 22 Section: 24 Quarter: 4

Current Land Use Designation (see page 4 for list of designations): M.S.F.

Desired Land Use Designation (see page 4 for list of designations): C.C.

Current Use of the Property (Describe what buildings/businesses are on the site): MY HOME & 3 OUT BUILDING SHOP, GARAGE & BARN.

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: RAINIER VIEW WATER CO.

The site is located on a public road ; private road . (check one)

Name of road: GOODNOUGH DR.

Fire District #: 5 Name: BIG HBR

School District #: 401 Name: PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: William E. FISHER

Address: P.O. Box 2374

City/State/Zip: Big HBR WA. 98335

Phone: 857-6779

Tax Parcel Number: 01-22-24-3-096

Lot Size: Acreage/Square Footage: 3/4 ACRE ? (From County Assessor Records or Tax Statement)

Current Use Code: 9600 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 12817 62nd AVE N.W.

Location:

Range: 01 Township: 22 Section: 24 Quarter: 3

Current Land Use Designation (see page 4 for list of designations): M.S.F.

Desired Land Use Designation (see page 4 for list of designations): C.C.

Current Use of the Property (Describe what buildings/businesses are on the site): _____

VACANT NOT USED NO BUILDINGS

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: RAINIER DEIAW WATER CO.

The site is located on a public road ; private road . (check one)

Name of road: GOODNOUGH DR. + Purdy DR.

Fire District #: 5 Name: Big HBR

School District #/Name: 401/PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: WILLIAM E. FISHER

Address: P.O. BOX 2374

City/State/Zip: G.I.G. HBR. WA.

Phone: 857-6779

Tax Parcel Number: 01-22-24-4-064

Lot Size: Acreage/Square Footage: 1/2 ACRE (From County Assessor Records or Tax Statement)

Current Use Code: 9600 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 12817 62ND AVE N.W.

Location:

Range: 01 Township: 22 Section: 24 Quarter: 4

Current Land Use Designation (see page 4 for list of designations): M.S.F.

Desired Land Use Designation (see page 4 for list of designations): C.C.

Current Use of the Property (Describe what buildings/businesses are on the site): NO BUILDING
NOT IN USE

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: RAINIER VIEW WATER CO.

The site is located on a public road ; private road . (check one)

Name of road: GOODNOUGH DR.

Fire District #: 5 Name: G.I.G. HBR.

School District #: 401 Name: PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: WILLIAM E. FISHER

Address: PO. Box 2374

City/State/Zip: GIG HRR. WA.

Phone: 857 6779

Tax Parcel Number: 01-22-24-4-065

Lot Size: Acreage/Square Footage: 3 ACRE (From County Assessor Records or Tax Statement)

Current Use Code: 9600 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: _____

Location:

Range: 01 Township: 22 Section: 24 Quarter: 4

Current Land Use Designation (see page 4 for list of designations): M.S.F.

Desired Land Use Designation (see page 4 for list of designations): C.C.

Current Use of the Property (Describe what buildings/businesses are on the site): NO BUILDINGS,
NOT USED

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ___; septic X. (check one)

The site is currently served by a public water system ___; well X. (check one)

Water Purveyor: RAINIER VIEW WATER CO.

The site is located on a public road X; private road ___. (check one)

Name of road: GOODHOUGH

Fire District #: 5 Name: GIG HRR.

School District #401 Name: PENINSULA

PARCEL INFORMATION

This page must be completed for each parcel proposed for the Area-Wide Map Amendment.

Taxpayer or Legal Owner: William and Nina Leahy
Address: 12823 62nd Ave N.W.
City/State/Zip: Gig Harbor WA 98332
Phone: 253-853-6182

Tax Parcel Number: 01-22-24-4-043

Lot Size: Acreage/Square Footage: 4.0 ~~72~~ ACRE (From County Assessor Records or Tax Statement)

Current Use Code: 1101 (4 Digit Code From County Assessor Records or Tax Statement)

Site Address: 12823 62nd Ave N.W. Gig Harbor WA 98332

Location:

Range: 01 Township: 22 Section: 24 Quarter: 4

Current Land Use Designation (see page 4 for list of designations): M.S.F.

Desired Land Use Designation (see page 4 for list of designations): C.C.

Current Use of the Property (Describe what buildings/businesses are on the site): Current buildings
home, garage, shed

SERVICES:

Please provide the following information regarding the availability of services.

The site is currently served by sewer ; septic . (check one)

The site is currently served by a public water system ; well . (check one)

Water Purveyor: RAINIER VIEW WATER CO.

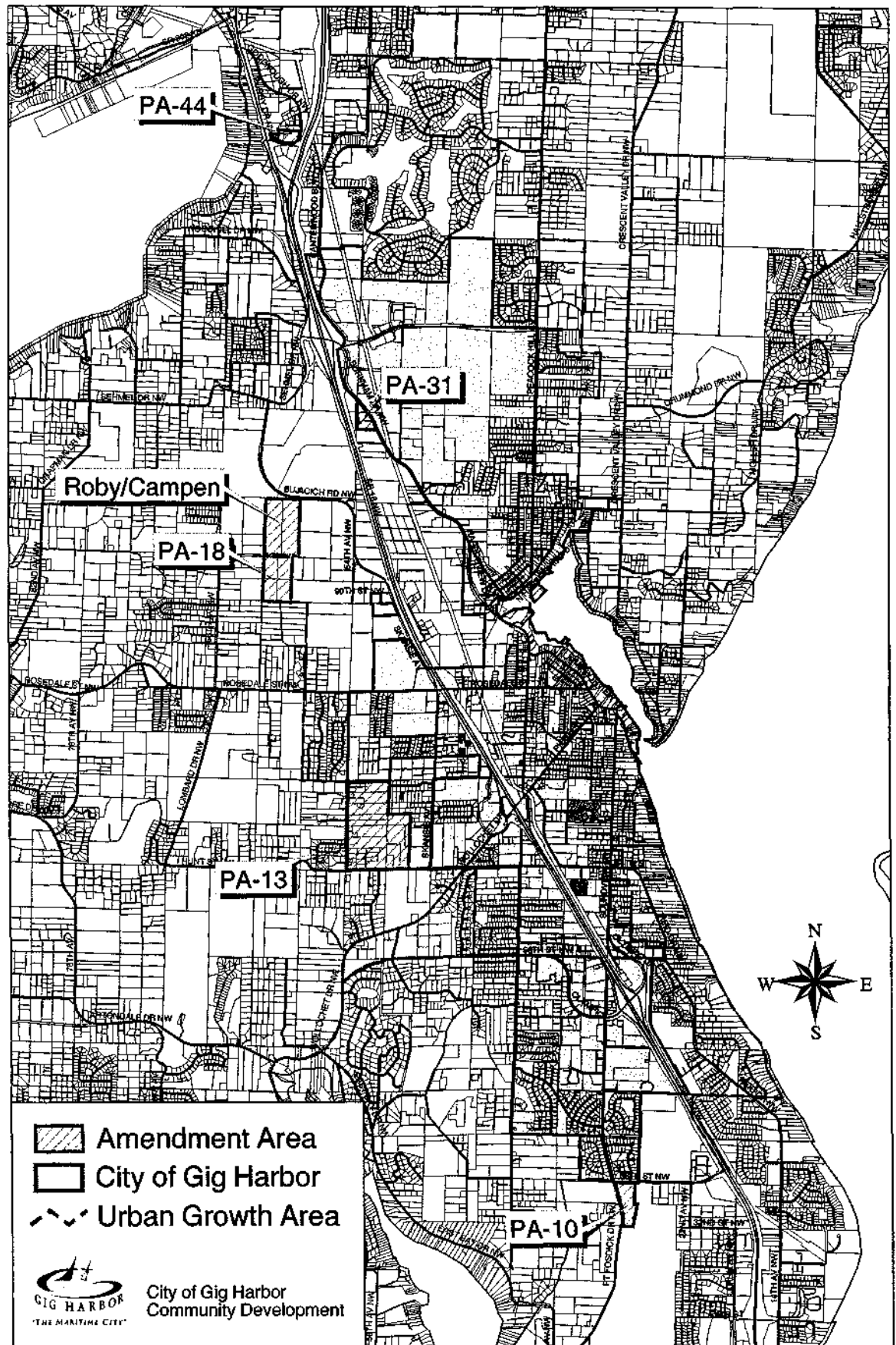
The site is located on a public road ; private road . (check one)

Name of road: 62nd Ave N.W.

Fire District #: 5 Name: Gig Harbor

School District #: 401 Name: Peninsula

Requested 2003 Amendments to Pierce County's Comprehensive Plan

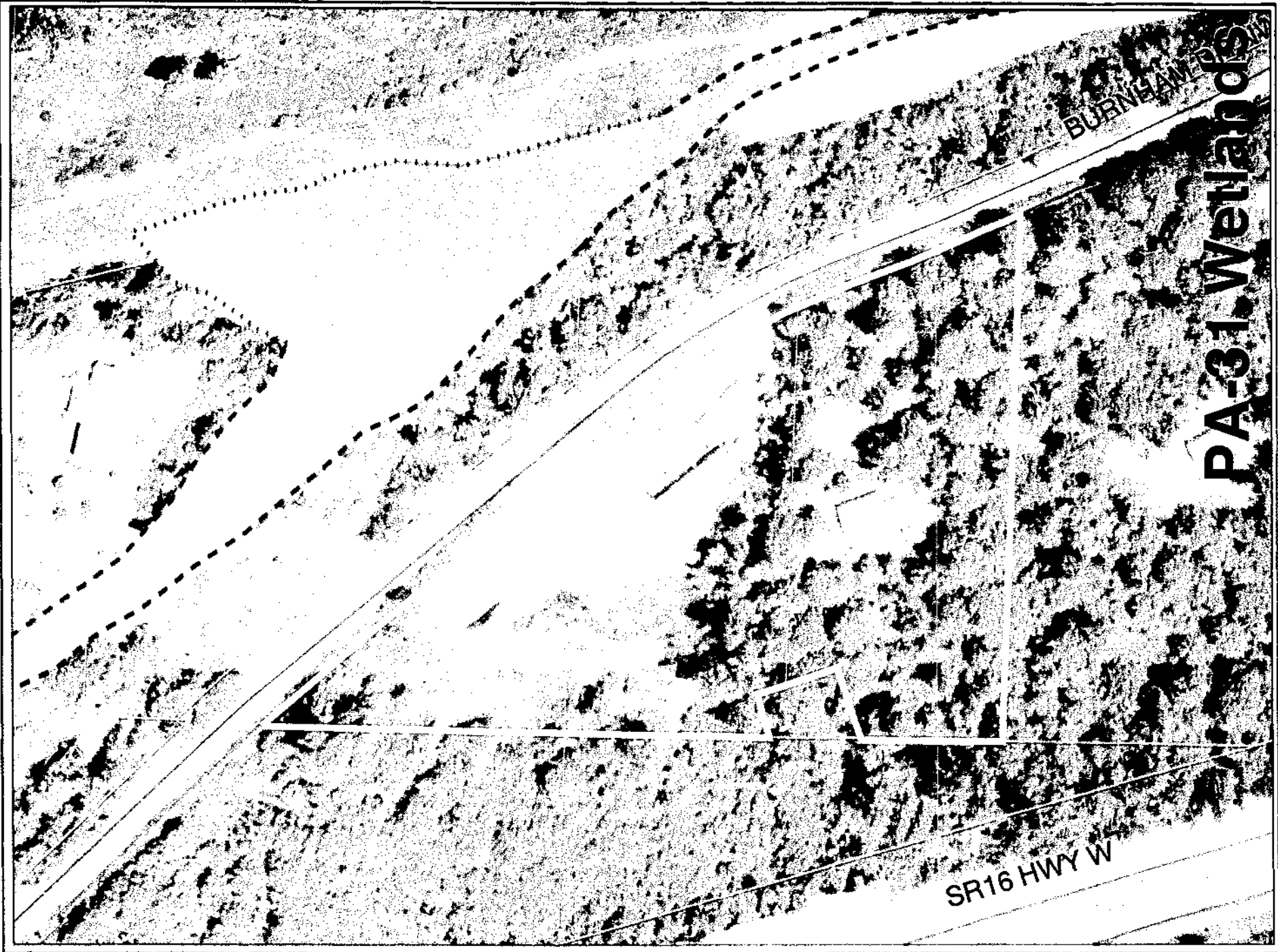




SR16 HWY W

PA-3

BUENA VISTA



BUBNEAMER

SR16 HWY W

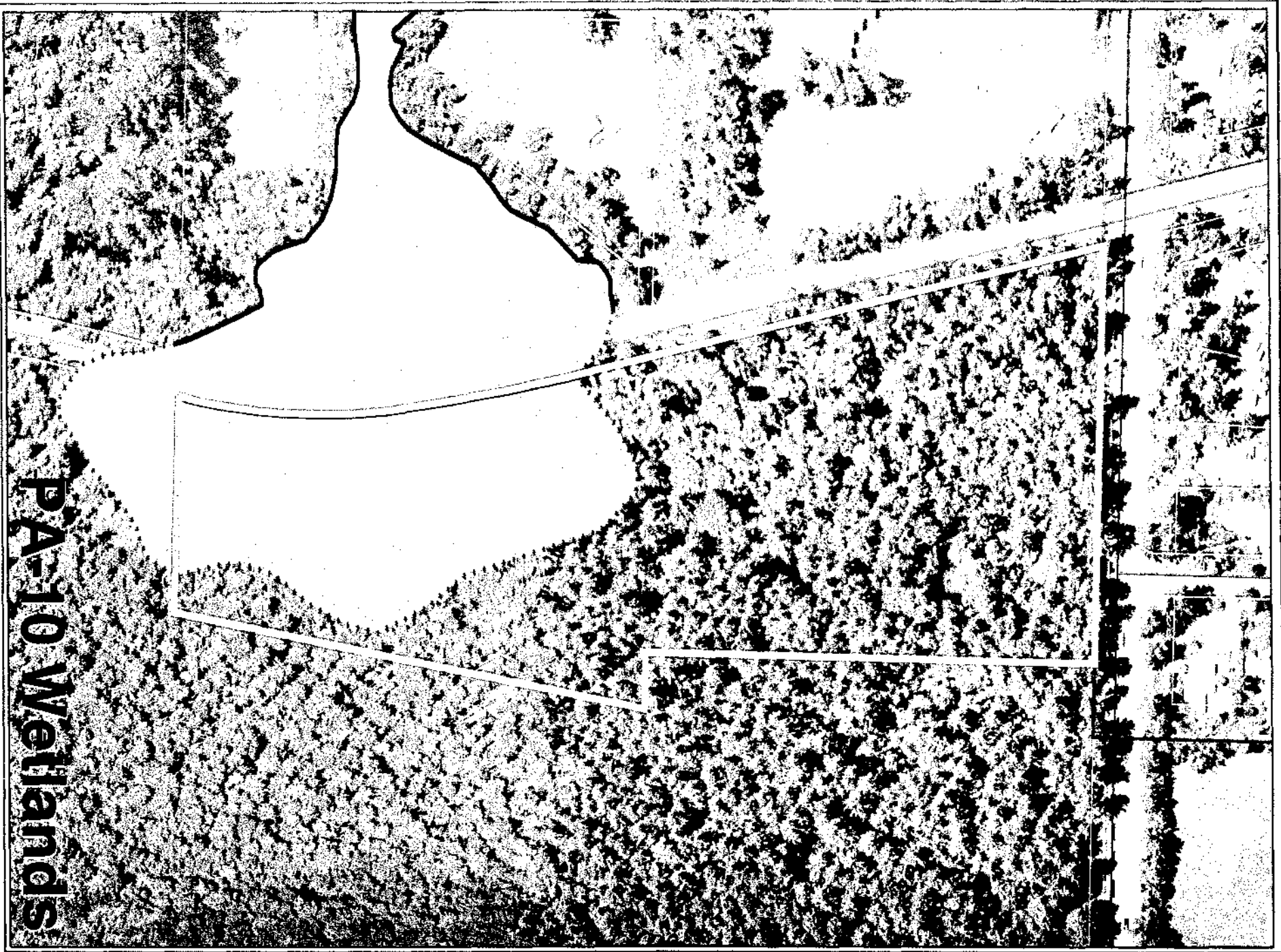
PA-31 Wetlands



PA-10

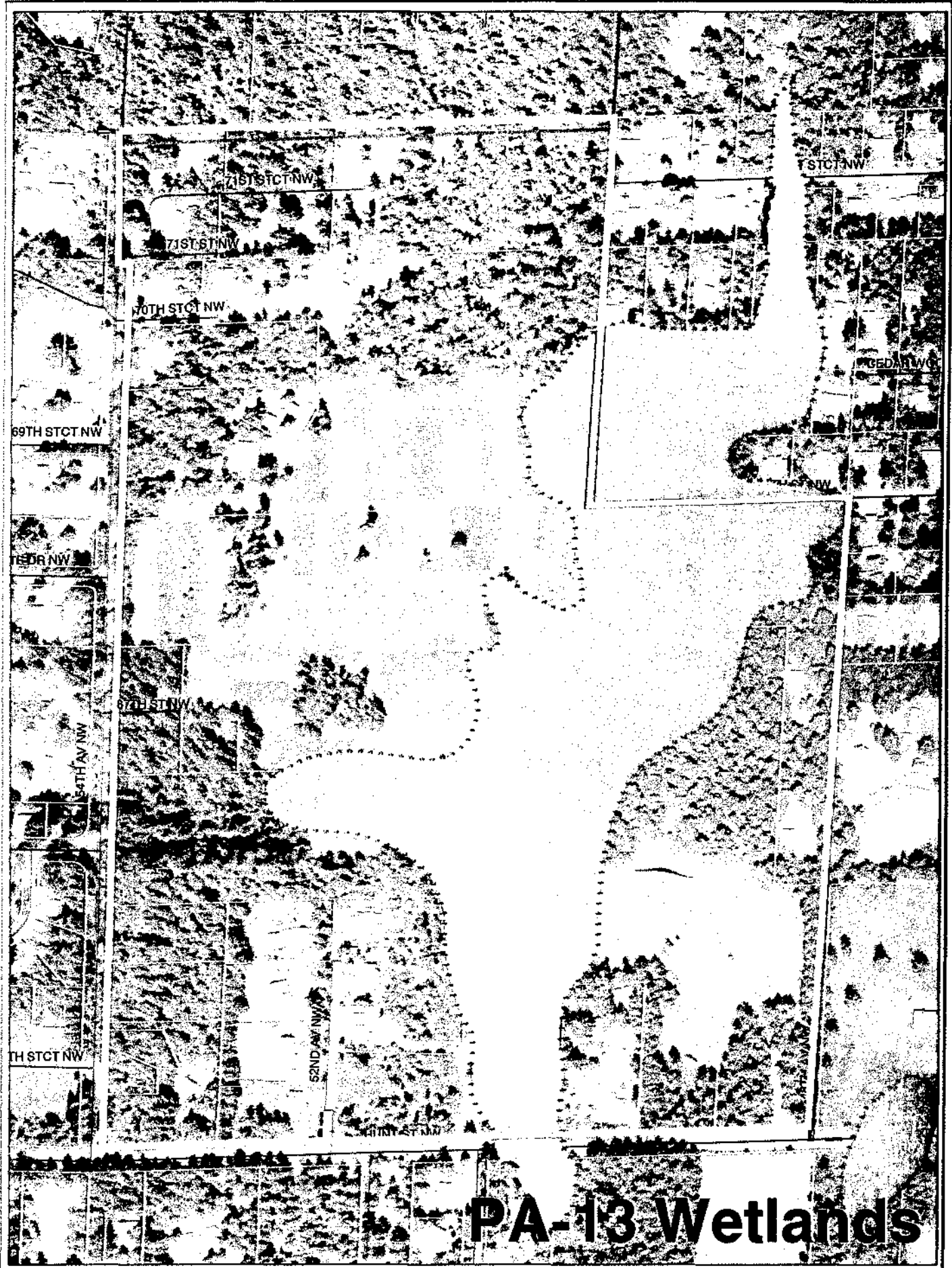


PA-10 Wetlands

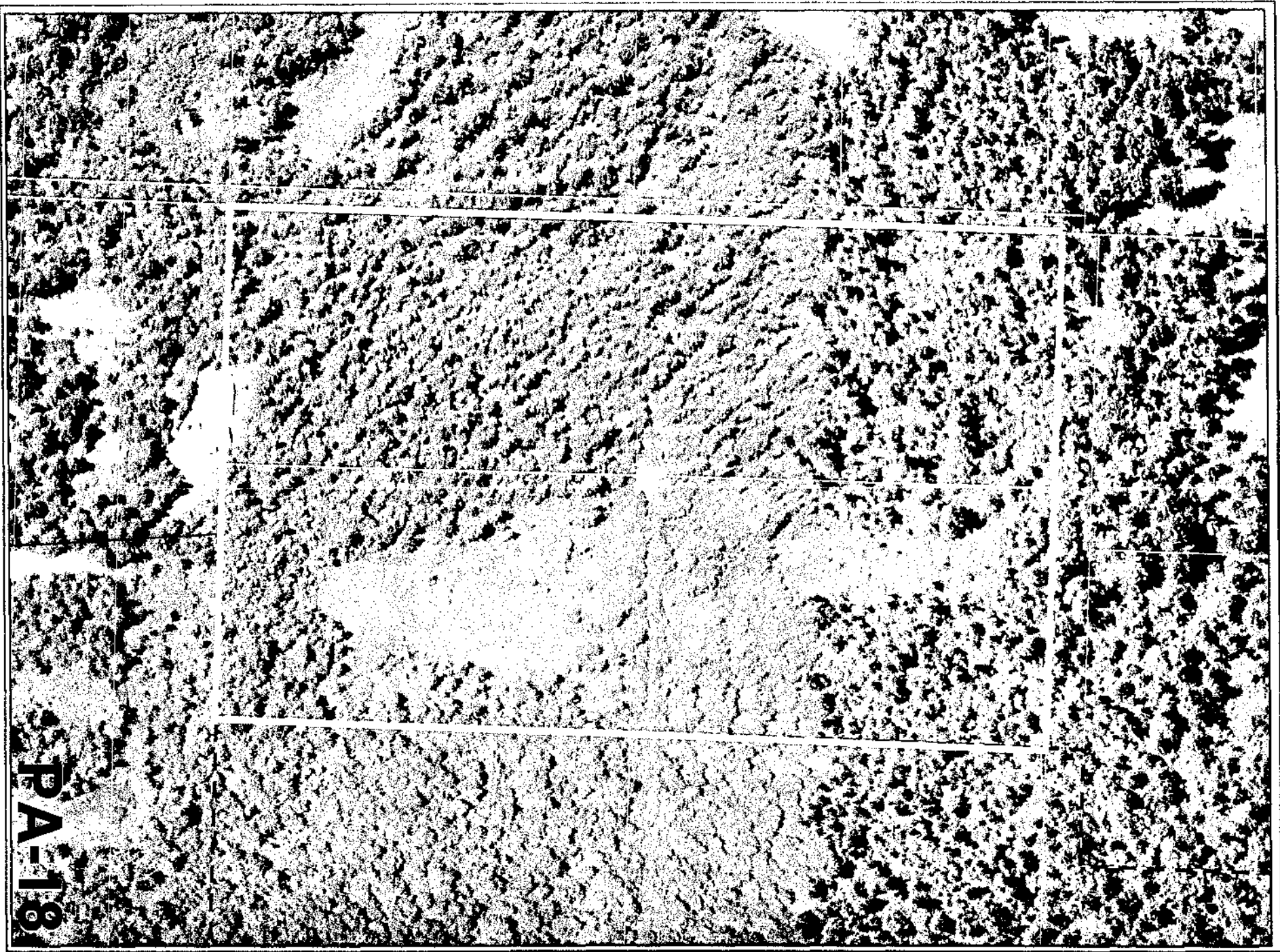




PA-13

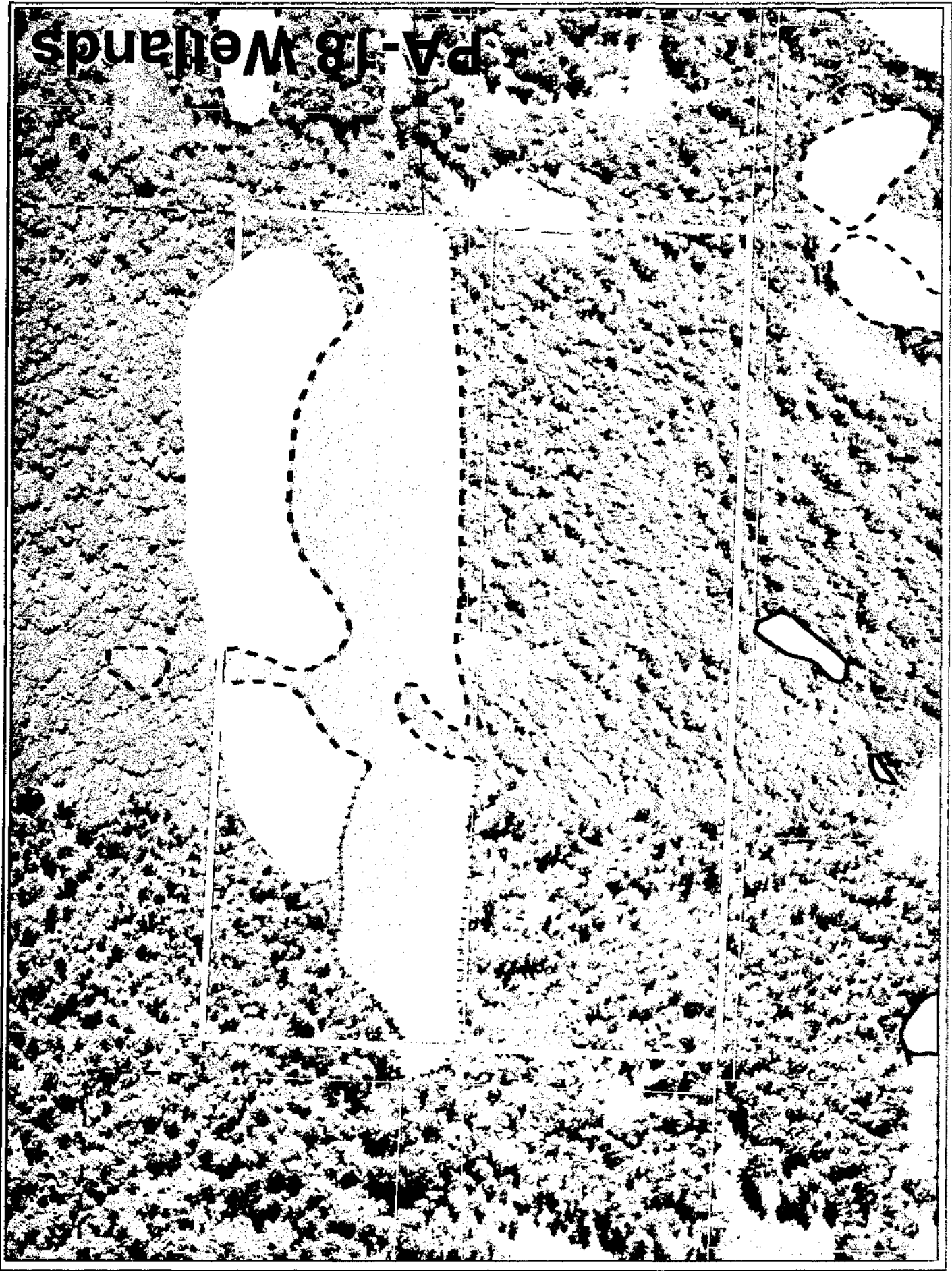


PA-13 Wetlands



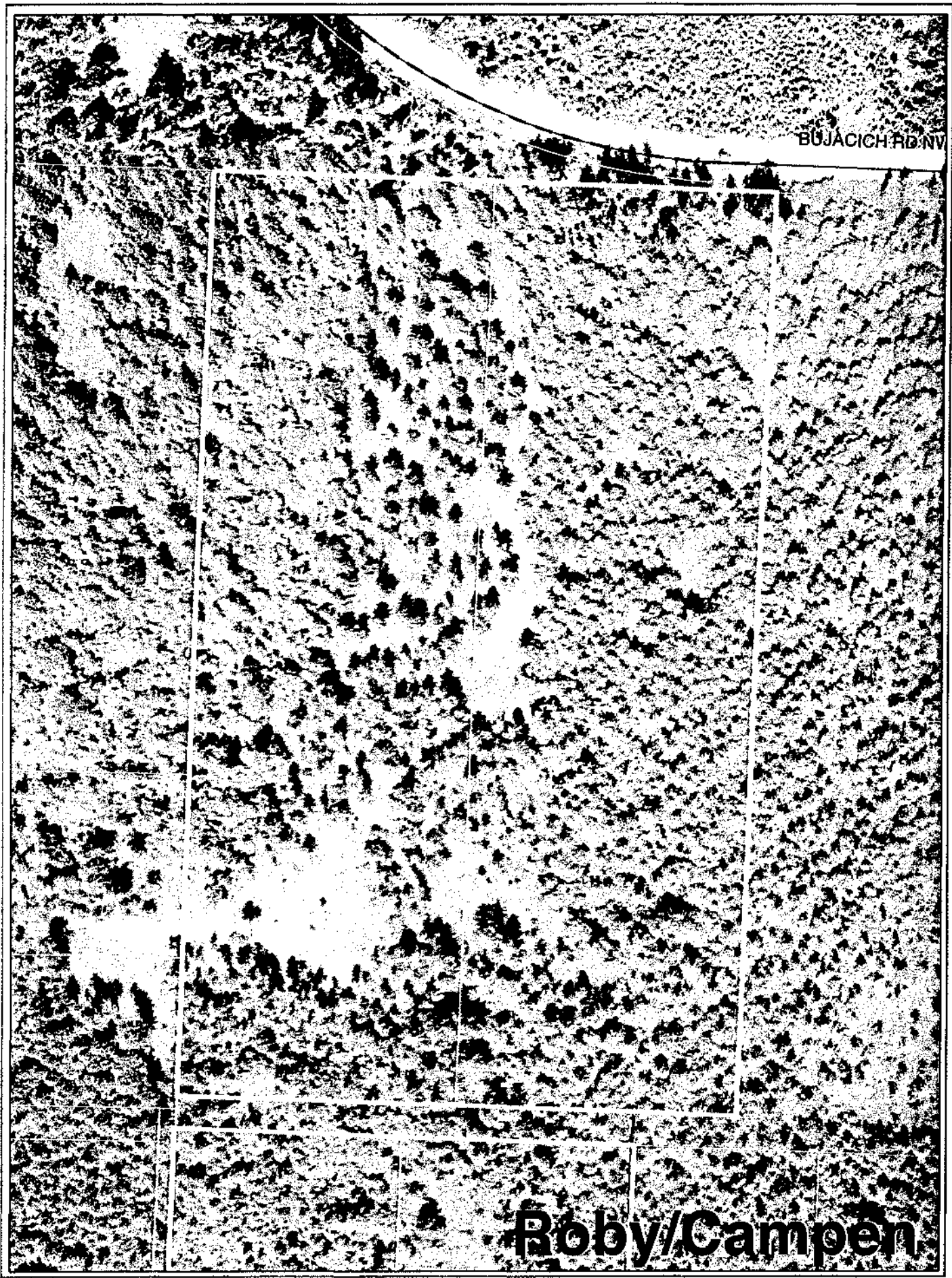
PA-18

P-A-18 Wetlands



BUJACICH RD NV

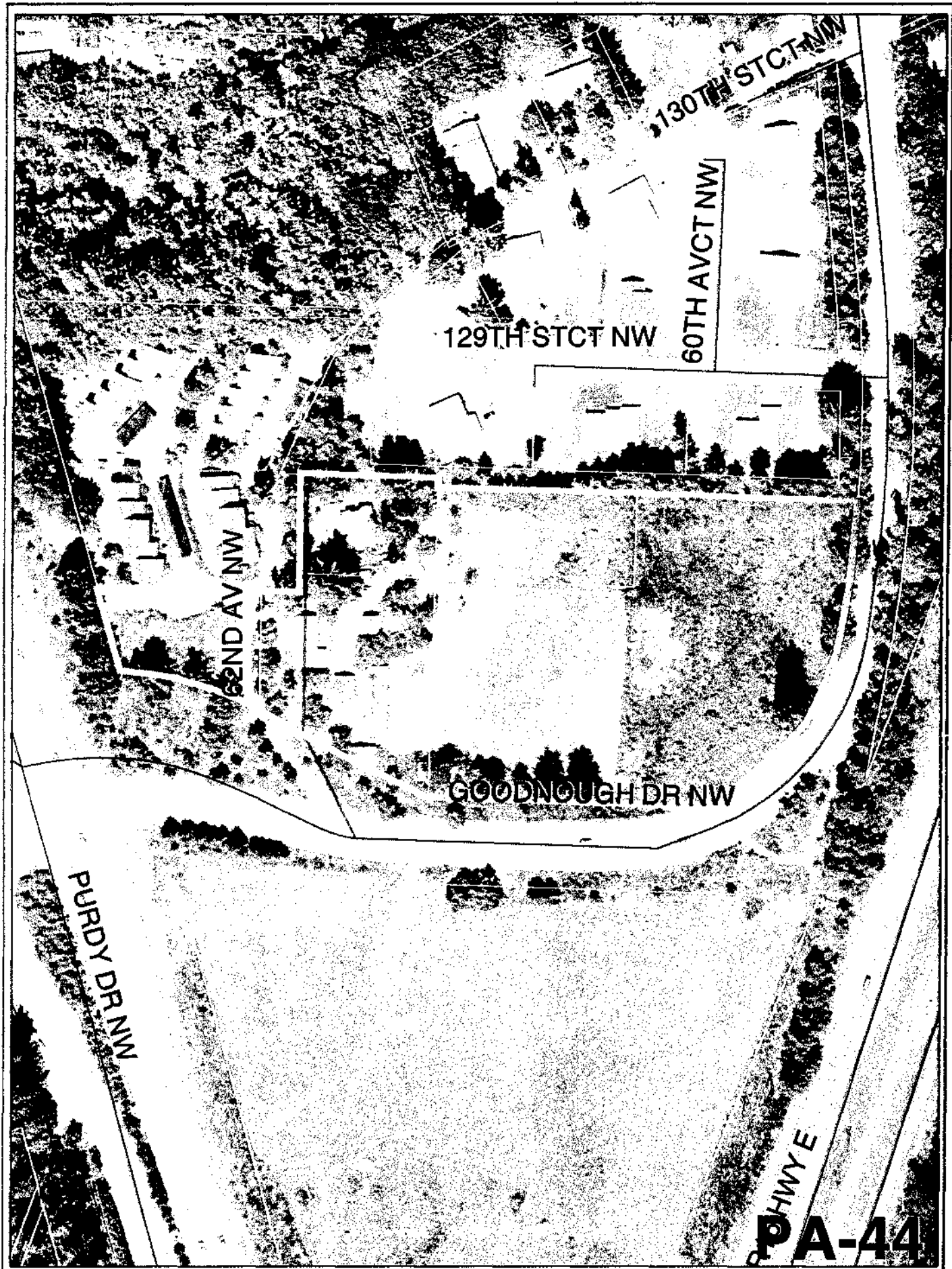
Roby/Campen



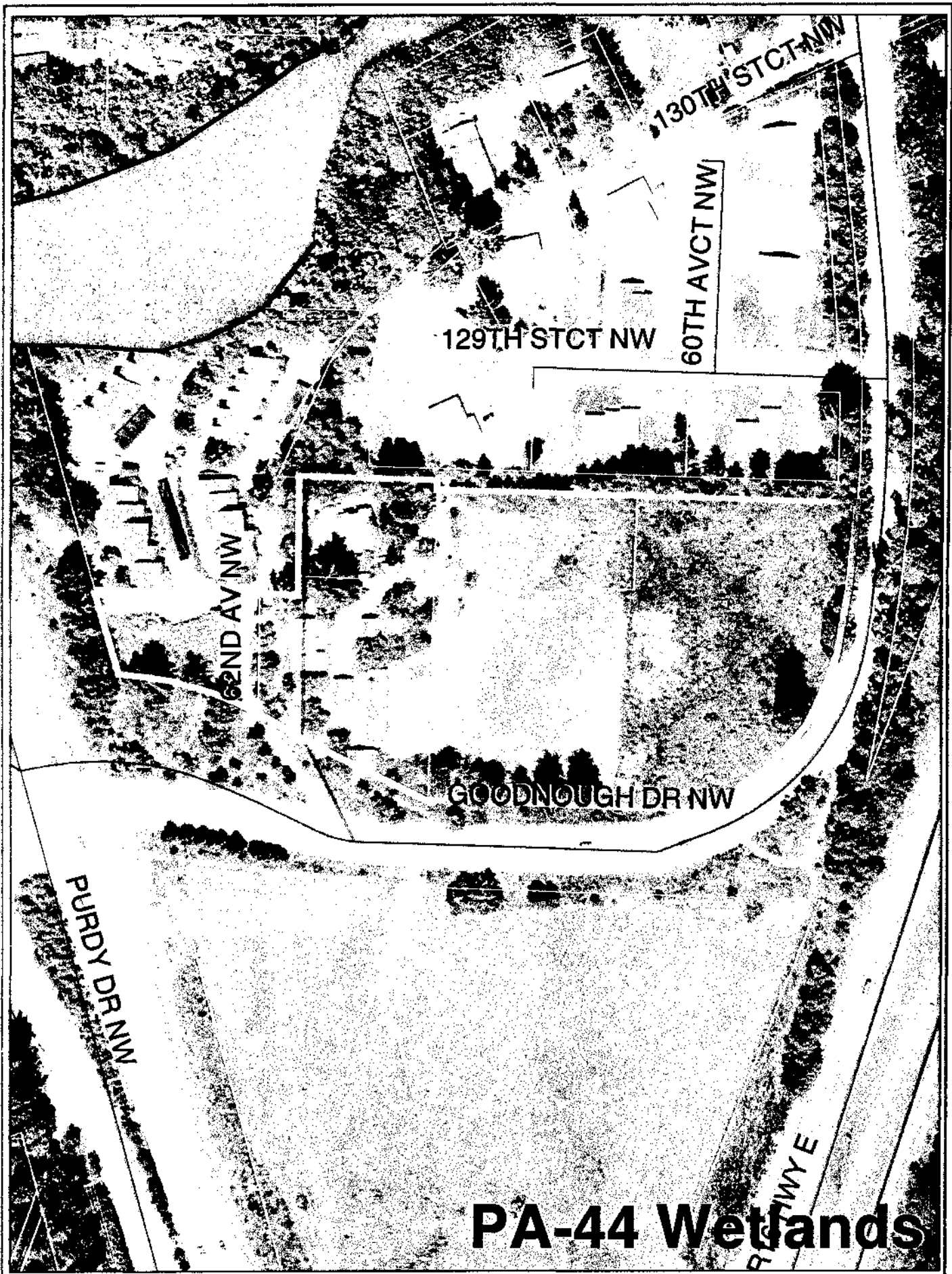
CICHERO

Roby/Campen
Wetlands





A-44



130TH STCT NW

129TH STCT NW

60TH AVCT NW

62ND AV NW

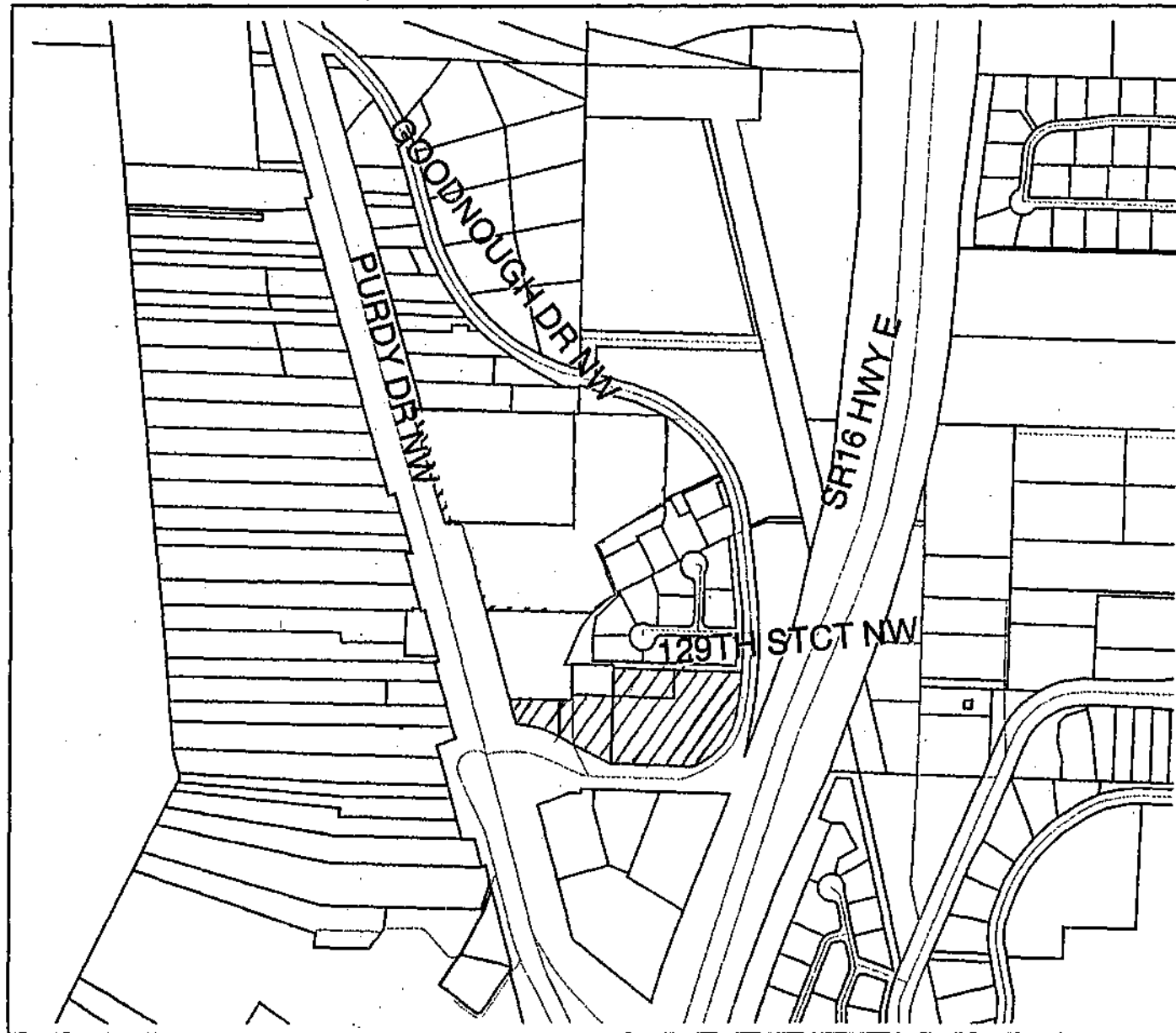
GOODNOUGH DR NW

PURDY DR NW

RAILWAY E

PA-44 Wetlands

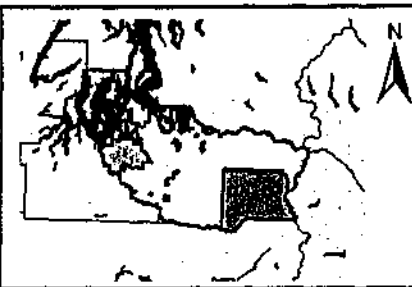
Comprehensive Plan Amendment Area 16 Map



MAP LEGEND

-  Roads - All*
-  Area 16.shp
-  Tax Parcels*

Scale 1:7461



City of Gig Harbor
Planning Department

Aug 29, 2002



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
SUBJECT: PAVEMENT RATING
DATE: FEBRUARY 10, 2003

COMMUNITY DEVELOPMENT DIRECTOR
CONSULTANT SERVICES CONTRACT- SURVEY SERVICES

INTRODUCTION/BACKGROUND

Budgeted objectives for 2003 include the performing a pavement surface condition survey on all of Gig Harbor's arterial, collector and residential streets. Survey will comply with current Washington State Department of Transportation's policies and guidelines.

After reviewing the Consultant Services Roster, the firm of Measurement Research Corporation was selected as the most qualified to perform the work. Their selection was based on their prior experience of the project, familiarity with the area, and municipal survey experience.

POLICY CONSIDERATIONS

MRC 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 exceeds the 2003 budgeted allocation by \$5,750.00. The City estimated the cost per lane mile to be \$40.00 and did not anticipate the cost of \$3,500.00 for the ten-year rehabilitation plan and report. However, sufficient funds are available utilizing funds within the street rehabilitation and resurfacing budget objective.

RECOMMENDATION

I recommend that the Council move and approve execution of the Consultant Services Contract with Measurement Research Corporation for pavement surface condition survey work in the amount not to exceed eight thousand seven hundred fifty dollars and zero cents (\$8,750.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
MEASUREMENT RESEARCH CORPORATION**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Measurement Research Corporation, a corporation organized under the laws of the State of Washington, located and doing business at 4126 Fourth Street NW, Gig Harbor, Washington 98335 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the survey of City of Gig Harbor pavement surface conditions on arterials, collector and residential streets, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 18, 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:

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Eight Thousand Seven Hundred Fifty Dollars and zero cents (\$8,750.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit A – Scope of Work**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit A** or bill at rates in excess of the hourly rates shown in **Exhibit A**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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.

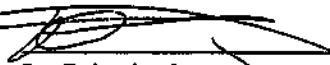
XIV. Non-Waiver of Breach

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.

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

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

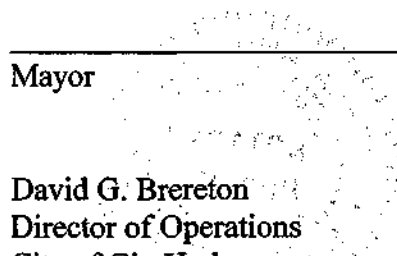
CONSULTANT

By: 
Its Principal

Notices to be sent to:
CONSULTANT
Derald Christensen
Measurement Research Corporation
4126 Fourth St. NW
Gig Harbor, WA 98335
(253) 851-3200

CITY OF GIG HARBOR

By: _____
Mayor


David G. Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, Washington 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

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

Dated: _____

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

My Commission expires:_____

Exhibit A

SCOPE OF WORK

Objective

MRC will perform a pavement surface condition survey on all of Gig Harbor's arterial and collector streets. This survey will comply with current Washington State Department of Transportation's policies and guidelines as set forth in their rating manual. The extended procedures (recording of actual quantities of distress severity) outlined in this rating manual will be used and all distresses will be measured and quantified as outlined in this contract and in attachment A.

PAVEMENT DISTRESS SURVEY

Procedure

MRC personnel will walk each street and count and measure the distress types shown in the WSDOT raters manual. Where necessary we will walk the streets in both directions. We will do the more heavily traveled streets on weekend mornings, but may require a vehicle with a flashing light to travel with the raters on some streets, this vehicle will be provided by MRC. The raters generally drive each street prior to walking it. If records show that it was constructed or overlaid in the last two years the raters have the option to use this visual drive through to do the rating. The streets to be surveyed will include all of the arterial and residential streets within the City.

Area and/or length of each distress will be measured by the raters pacing the distance involved and writing down each individual occurrence of each individual distress. A sample copy of the rating forms and summary of the descriptions are included in attachment A. As each segment is walked, the data is accumulated on preprinted rating forms. The distress data is accumulated and entered into the database concurrently with the rating operations at MRC's office. Any required edits or changes to the database will be done at this time. We will make any changes available for your review prior to finalizing them if desired.

Ride information will not be collected. This is not possible with a walking survey. The ride data is handled separately within the PMS program and will have no effect on the scores being computed.

We have the raters estimate rutting to the nearest 1/4 inch and it is not rated unless the average depth is greater than 1/4 inch. If there is localized rutting, such as at intersections we classify this as sags and humps. The use of rutting in the program assumes that you have rutting over the full segment. Rutting is measured visually and recorded as the average rutting over the full segment in 1/4 in increments. No attempt to distinguish between rutting due to pavement or base failure and wear will be made. This is due to the difficulty in determining this without further testing of the pavements involved. The rating manual definition of this distress only requires the measurement of the severity, it is

assumed that the extent includes the full segment being measured. To make more detailed measurements of rutting would require traffic control and non-destructive testing and analysis that is beyond the scope and requirements of this contract. This distress is generally not a problem on local agency streets aside from localized rutting at intersections.

The distress survey will include the following distresses. The measurement of each distress will be made over the full segment.

Flexible Pavement:

1. Rutting and Wear
2. Alligator Cracking
3. Longitudinal Cracking
4. Transverse Cracking
5. Raveling
6. Flushing
7. Patching - Maintenance
8. Patching - Utility cuts
9. Pavement Edge Condition
10. Block Cracking
11. Crack Seal Condition

Rigid Pavement:

1. Cracking
2. Joint and Crack Spalling
3. Pumping and Blowing
4. Faulting and Settlement
5. Patching
6. Raveling and Scaling
7. Blowups
8. Wear/Rutting
9. Crack Seal Condition

Reducing or analyzing the pavement distress data

The processing and categorization of severity and extent of the above noted pavement distresses shall be defined by the Pavement Surface Condition Rating Manual for the Washington State Pavement Rating System developed by the Northwest PMS Users Group and WSDOT. Attachment A contains the distress summary sheets for these distresses. The categorizing of the extent information shall include individual extent amounts, in lengths, areas or number of events as defined by each distress type, for each of the severity levels. Exceptions or corrections to this manual which will be conformed to during your rating operations will include the following:

1. Patching and alligator extent will be measured in terms of area in place of wheel path.
2. Patching severity will be rated using any existing distress condition within the patch.
Low - Patch is in good condition and satisfactory. Ride quality is observed as low severity or better.

Medium- Patch is moderately deteriorated and/or ride quality is observed as medium severity

High - Patch is badly deteriorated and/or ride quality is observed as high severity. Patch needs replacement soon.

3. Utility cut patching will be rated separately but will not be included in score calculations. (All cracks and other distresses are recorded separately.)
4. Block cracking is to be measured in square feet of total area affected.

Quality Control

The calibration or quality control used with the raters involves two procedures. First, the different raters are required to rate the same sections and comparisons are made to insure that the raters agree. This is done on three to four segments once a week. Second, the rating supervisor will go out and rate several segments (on a weekly bases) to insure that He is comfortable with the ratings.

In all cases where the raters can not see both sides of the street or can not get into the street do to traffic we will walk both sides of the road. In extreme cases, heavy traffic and/or no shoulders, the streets will be rated from the windshield.

We provide thorough training before we start and for a city the size of Gig Harbor we will do recurrent training. We also have regular discussion periods prior to going out into the field. You are encouraged to interact with this process in any way you wish as long as we have a clear understanding up front as to the desired procedures.

Final Product and Schedule

The final product will be an updated version of the City's current PMS database with the new rating data entered into it along with any edits, additions or changes found in the field during the rating operations. This updated database along with detailed printed reports showing the results of the survey will be included.

MRC staff will be assigned to this project full time. We will schedule these services as early as possible and will notify you as to the estimated started date when the final contract is signed. We average about 5 centerline miles a day per rater and must have dry weather to rate. We will provide you with the final report within two weeks of completing the fieldwork.

Budget

The following is a budget statement for these services.

Budget Statement			
1. Arterial Streets	31 Lane miles	\$75/mile	\$2,325
2. Residential Streets	45 Lane miles	\$65/mile	\$2,925
3. Ten Year Rehabilitation Pan and Report			\$3,500
	Total		\$8,750



"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: ARBOR DAY CELEBRATION
DATE: FEBRUARY 4, 2003

INFORMATION/BACKGROUND

The attached resolution establishes an Arbor Day celebration for the City of Gig Harbor, and authorizes the use of the city facility, particularly the lobby, hallway and training rooms for a weekend activity.

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, ACKNOWLEDGING THE GIG HARBOR / KEY PENINSULA ARBOR DAY FOUNDATION AND ESTABLISHING APRIL 26, 2003, AS AN ARBOR DAY CELEBRATION AT THE CIVIC CENTER.

WHEREAS, trees provide oxygen necessary for life on earth, and

WHEREAS, one acre of forest absorbs six tons of carbon dioxide and produces four tons of oxygen per year, enough for 18 people, and

WHEREAS, trees absorb and store carbon dioxide which helps control global warming, and

WHEREAS, trees and their roots help prevent erosion, landslides and absorb storm water runoff, and replenish our topsoil with nutrients necessary for native plants to flourish, and

WHEREAS, trees provide habitat for wildlife and filter groundwater to keep our streams clean, and

WHEREAS, our urban forest is the very signature of our livable community, and

WHEREAS, the forests provide the lungs of the planet, sanctuary for the soul and an economic engine; NOW THEREFORE,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

The City of Gig Harbor strongly supports the Gig Harbor / Key Peninsula Arbor Day Foundation in their effort to encourage the planting of trees in and around the City, and establishing Saturday, April 26, 2003, as an Arbor Day celebration at the Civic Center.

RESOLVED this ___ day of _____, 2003.

APPROVED:

MAYOR, GRETCHEN A. WILBERT

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY TOWSLEE

FILED WITH THE CITY CLERK: 2/3/03
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.



'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: SKANSIE AND WILKINSON PARKS
DATE: JANUARY 8, 2003

INFORMATION/BACKGROUND

The attached resolution establishes an ad hoc committee process for both parks that starts with City Council approval and ends with City Council review. The introductory process for the development of both park properties fosters two committees, one for each park property, in order to gather public perceptions and ideas relating to the development and use of the parks. Each committee would be limited to 15 participants. Each committee would begin activity in the beginning of March and sunset by the end of June after reporting to the City Council.

POLICY CONSIDERATIONS

Each committee is slated to hold two public hearings during not more than five meetings. Hopefully, this ad hoc committee activity will help to center a focus for future park developments and reduce the public process aspect of whatever park design, reconstruction and preservation efforts are required to optimize public appreciation and use of the parks.

FISCAL CONSIDERATIONS

Staff time allocated to these committees will be within 2003 departmental budget allotments. No other costs are anticipated.

RECOMMENDATION

I recommend approval of the resolution as proposed.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR,
WASHINGTON, ESTABLISHING TWO AD HOC PLANNING
COMMITTEES TO GATHER IDEAS FOR DEVELOPMENT AND
USE OF SKANSIE BROTHERS PARK AND HELEN
INDEPENDENCE WILKINSON PARK.**

WHEREAS, the City of Gig Harbor has purchased the Skansie Property located adjacent to Jerisich Park and has purchased the Wilkinson property south of Rosedale Street; and

WHEREAS, members of the community have indicated an interest in sharing ideas for development of the parks and the utilization of the existing structures; and

WHEREAS, gathering and presenting public opinions with respect to the development of these city parks presents an opportunity for historical preservation and for volunteerism at its best; and

WHEREAS, an advertisement will be placed in the Gateway asking for volunteers to serve on the committees; now, therefore,

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

Section 1: Formation of Committees. That an Ad Hoc Committee of volunteers be recommended by the Mayor and approved by the City Council to participate in gathering ideas and making a presentation to the City Council of ideas relating to the development and use of Skansie Brothers Park and that an Ad Hoc Committee be recommended by the Mayor and approved by the City Council to participate in gathering ideas and making a presentation to the City Council of ideas relating to the development and use of Helen Independence Wilkinson Park. Each committee will include not more than 15 members, selected after public advertisement in the legal notices of the Peninsula Gateway, the city's newspaper of legal record.

Section 2: Conduct of the Committees. Each committee shall meet on not more than five occasions between March 3, 2003, and May 30, 2003, to conduct discussions and at least two public hearings for the purpose of gathering public input. The committees shall report all data gathered and also summarize the data for City Council review. The committees shall sunset by June 30, 2003. After the committees report to the City Council in June, the City Council will determine future action that may be taken.

Section 3: Staff Support. Each committee will be staffed with at least one city staff member at each meeting to provide operational support and an additional staff member at each meeting for the purposes of developing a suitable public record.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR
this _____ day of February, 2003.

APPROVED:

GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 2/3/03
PASSED BY THE CITY COUNCIL:
RESOLUTION NO.

Nomination Letter
January 2, 2002
Page 2

ZTA Board Nomination
January 30, 2003
Page 2

4. In the event that no candidate obtains the required percentage, the top two names will be resubmitted for reconsideration. The ballot procedure will be repeated until a candidate is selected by a plurality vote.
5. **Each city and/or town may vote for a candidate for Position 1. Nominations for Position 1 must be from cities of less than 5,000 population.** If at the close of nominations, no candidate has been nominated, that nomination will remain open for an additional 7 days and be available to any elected city or town official (excluding Tacoma).

There is a need for immediate attention to this issue. I wish to express my appreciation for your prompt cooperation.

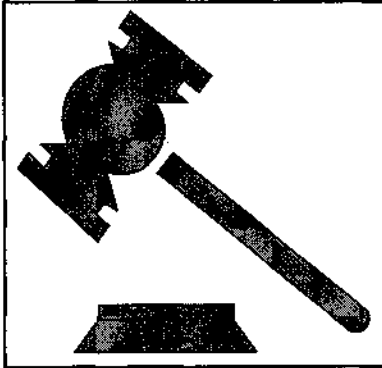
Sincerely,



Toni Fairbanks
Clerk, Pierce County Regional Council

Enclosure

cc: Linda Bird, President, Pierce County Regional Council
City and Town Clerks



NOMINATION FORM

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

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

Date: _____ By: _____

**This form must be received by Clerk of the Pierce County Regional Council by
5 p.m., Friday, February 21, 2003. You may fax this form to (253) 798-3680.**

PAUL L. KADZIK, D.D.S.
FAMILY DENTISTRY

Date: February 10, 2003

Re: Reappointment to DRB

To: Gretchen Wilbert, Mayor, City of Gig Harbor

Dear Mayor Wilbert:

I have been a member of the Gig Harbor Design Review Board (DRB) since its inception in 1996. Prior to my appointment to the DRB I served on the technical committee which wrote the Design Manual. As you know, I am also a member of the city's Planning Commission. The city statute which established the Design Review Board recommends that one position on the board be filled by a Planning Commission member. That is the position that I currently fill.

This is an important time for the DRB. It is the link between how the city sees itself and how that vision is realized. The DRB has recently seen some very significant projects come to successful fruition. With the unprecedented growth of the city and the ever increasing demand for more commercial and professional space, we expect that many more projects will be coming before the DRB. Additionally the board is in the process of revising the Design Manual. This revision is a time consuming and labor intensive effort that will yield a more user friendly manual.

I consider it an honor and a privilege to serve on the Design Review Board and feel that my experience with the Design Manual and the design review process is an asset to the board. I therefore respectfully request to be reappointed to the DRB for another term.

Sincerely,



Paul L. Kadzik, D.D.S.

February 7, 2003

Gig Harbor City Council
Gig Harbor Civic Center
Grandview Dr.
Gig Harbor, WA

To Whom It May Concern,

Unfortunately I was unable to attend last night's Open Public Hearing because of work obligations. I do want to register my voice, as well as my vote, against the continued and rapid growth of Gig Harbor North. I moved to Gig Harbor quite a number of years ago to get away from what is going on here. I moved here for the quality of life that is rapidly disappearing in the Gig Harbor community. I am afraid you are squeezing some people out to allow a "new" type of people moving into this community! I moved here to get away from the commercialism and rat race of crowded conditions. It seems that much of this growth is motivated by dollars! If the figures from the 2/5/03 Gateway articles are accurate, there doesn't seem to be a need for such a hurry to create all of the residential and commercial growth in Gig Harbor North. Our tax sales are soaring through the roof – are we getting too greedy?

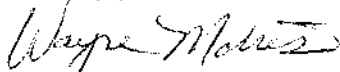
For those who would like to see more commercial and retail stores out in this area so as not to have to cross the bridge, especially when the tolls come – then let Port Orchard have Costco and other major retailers! That is a short and easy drive. Some of the large chain stores would fit in with the Wal Mart already there! Change and progress does not necessarily have to mean developing such large tracts of undeveloped land that are so quickly disappearing from our landscape; certainly not for the purpose of filling our coffers. I do not know how many 200-400 acre parcels of land there are left in our community, but why do we need to develop them for the sake of gaining sales tax?

I urge you to please slow down the growth and consider what you are doing to a way of living that so many of us enjoy. I have talked with many, who like me chose to move here because of the rural atmosphere and open spaces. There are not many communities like this left near the Tacoma area and I cannot keep moving further out on the peninsula, and be even further from my work. With all of the money that has already been spent on the roundabouts at SR 16 and up through Borgen Blvd. – I have a hard time believing that they will be able to handle the amount of traffic that will eventually be there if this proposal for the current plan passes!

I am opposed to the expansion plans previewed in the Gateway and hope that you would cut back on expansion for at least the next 3 – 5 years.

Thank you for the fine work you generally do as a council. Hopefully I will be able to attend the next public meeting regarding this topic.

Sincerely yours,



Wayne Morris
Gig Harbor resident

GIG HARBOR **MARITIME PIER** COMMITTEE

8402 Goodman Drive, Gig Harbor, WA 98332 (253) 851-5214

To: Mayor Wilbert
Gig Harbor City Council Members
Mark Hoppen, City Administrator
John Vodopich, AICP - Comm. Dev. Director

RECEIVED
FEB 10 2003
CITY OF GIG HARBOR

From: Gig Harbor Maritime Pier Committee

Date: February 9, 2003

Re: Gig Harbor Waterfront Planning and Preservation

The members of Gig Harbor's Maritime Pier Committee first gathered in January of 2001. The impetus for creating the committee was, as the name implies, to advise, educate and encourage the community of Gig Harbor regarding the process of acquiring a maritime pier. Committee members were selected, not for their experience with piers, but for their interest and individual expertise regarding Gig Harbor's waterfront and maritime environment. The committee's strengths are diverse. It's members, Jake Bujacich, Chris Erlich, Lita Dawn Stanton, Gregg Lovrovich, Loreen Lund, Guy Hoppen, Robin Paterson, John McMillan and John Bare represent a cross section of Gig Harbor's maritime interests. The Maritime Pier Committee was founded on the principal of creating a waterfront access for the community as a whole.

In planning and promoting a maritime pier, it has been impractical if not impossible to consider a pier project in isolation from other public waterfront issues given the uncertainties of the city's property acquisitions. Other issues include public access, use, and the preservation and maintenance of Gig Harbor's authentic maritime heritage relative to each potential location.

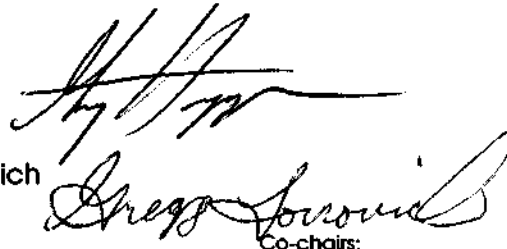
Given the broad foundation of the Maritime Pier Committee members and the need for a holistic approach to public waterfront issues, we respectfully ask the city and the council to expand the Maritime Pier Committee's advisory role to include Gig Harbor's public waterfront planning and preservation including taking the lead in the Skansie property use and preservation.

On behalf of the Maritime Pier Committee,

Sincerely,
Committee Co-Chairs:

Guy Hoppen

Gregg Lovrovich



Co-chairs:

Guy Hoppen (fisherman, Gig Harbor Arts Commission) - Gregg Lovrovich (fisherman, Gig Harbor Commercial Fisherman's Club president)

Committee Members:

Jack Bujacich (former mayor, retired Pierce Co Council) - John Bare (past commodore Gig Harbor Yacht Club, M/V Klatawa)
Chris Erlich (Gig Harbor Peninsula Historical Society) - Jon Paterson (Int'l Retired Tugboat Assoc, tug "Joe")
Lita Dawn Stanton (Pierce Co Landmarks Commission, Gig Harbor Design Review Board)
John McMillan (designer, McMillan Design, Inc.) - Laureen Lund (Gig Harbor Tourism Marketing Director)

Memorandum

To: Gig Harbor Mayor and City Council
CC: Mark Hoppen, Gig Harbor Administrator
From: Carol Morris, City Attorney
Date: 1/28/2003
Re: Shooting Sports Facilities Ordinance

This memo addresses the arguments presented by the Gig Harbor Sportsmen's Club in their opposition to the City's adoption of an ordinance regulating the activities of the Club in a business licensing ordinance.

1. **"Legal Non-conforming Use."** The Gig Harbor Sportsmen's Club wrote a letter to the Mayor and City Council, dated December 3, 2002, regarding Club hours of operation. In that letter, the Club asserts that it is a "legal nonconforming use." The Sportsmen's Club's property is located in the Mixed Use District (MUD), and "commercial recreation" is a permitted use. GHMC Section 17.91.020(E). The definition of "recreation, outdoor" in the Zoning Code is: "any privately owned and managed commercial use or activity that typically requires a location outside of a building or structure, such as tennis courts, golf courses/driving ranges, sport courts, etc." The definition of "nonconforming uses of land" is:

When, before the effective date of the adoption or an amendment of the applicable regulations, a lawful use of land existed that would not be permitted by the regulations thereafter imposed by Chapter 17.01 GHMC or amendments thereof, the use may be continued so long as it remains otherwise lawful, and shall be deemed a nonconforming use; .

GHMC Section 17.68.030. Because an outdoor shooting range is commercial recreation, and fits within the definition of outdoor recreation in the Zoning Code, it is not a legal nonconforming use in an MUD zone. It is a conforming use.

2. **Sportsmen's Club's Ability to shoot 7 days a week from 7:00 a.m. to 10:00 p.m.**

The Sportsmen's Club claims that "WAC 370 . . . state(s) very clearly that GHSC is well within longstanding legal parameters to provide approximately 16 hours per week of shotgun sports." I have been unable to locate "WAC 370." I assume that the Sportsmen's Club meant to reference chapter 173 WAC.

In a previous letter dated September 10, 2002, the Sportsmen's Club suggested that the City could not adopt regulations more restrictive than WAC 173-60-050 because the City was pre-empted under RCW 9.41.290. Chapter 173-60 is the Maximum Environmental Noise Levels for "identified environments." WAC 173-60-010. These environments are general categorizations, such as residential, business, etc.

WAC 173-60-040 provides (in pertinent part) that:

No person shall cause or permit noise to intrude into the property of another person which noise exceeds the maximum permissible noise levels set forth below in this section . . .

However, WAC 173-60-050 exempts "sounds created by the discharge of firearms on authorized shooting ranges" from WAC 173-60-040 between the hours of 7:00 a.m. and 10:00 p.m.

Even so, WAC 173-60-060 provides that "Nothing in this chapter or the exemptions provided herein, shall be construed as preventing local government from regulating noise from any source as a nuisance. Local resolutions, ordinances or regulations regulating noise on such a basis shall not be deemed inconsistent with this chapter by the department." In addition, the State specifically allows the City to adopt regulations that are different from those established in chapter 173-60 WAC, as long as the regulations are submitted to the Department of Ecology and approved by the Director of DOE. WAC 173-60-110(2). The City has not adopted chapter 173-60 WAC by reference, and does not enforce it in the city limits.

Thus, nothing in chapter 173 WAC prohibits the City from regulating noise from outdoor shooting ranges as a nuisance. If the City chose to do so, the noise ordinance would have to be submitted to the DOE first, to obtain approval.

The Club asserts that Pierce County Code 8.72 and 8.76 "states very clearly that GHSC is well within longstanding legal parameters to provide approximately 16 hours per week of shotgun sports."

The Pierce County code does not apply in the Gig Harbor City limits. Secondly, chapter 8.72 and 8.76 of the Pierce County Code are the County's regulations addressing noise as a nuisance, not a land use. The distinction between regulating

an activity as a land use as opposed to a nuisance is significant. As shown above, if an activity is a legal use of property, and the activity is later prohibited by applicable land use regulations, the use becomes a "legal nonconforming use." Certain rights attach to legal nonconforming uses.

The Sportsmen's Club is not a legal nonconforming use. They are claiming some right to continue to shoot under an exemption in the County's regulations applicable to "Public Nuisance Noise." Pierce County Code Section 8.72.110(2). It does not apply in the Gig Harbor city limits. Even if Pierce County's regulations were applicable in Gig Harbor, state law prevents the "legalization" of a nuisance by mere elapse of time: "No lapse of time can legalize a public nuisance, amounting to an actual obstruction of public right." RCW 7.48.190.

3. The Sportsmen's Club also asserts that RCW 9.41.290 and 9.41.300 "preempt" the City from regulating the Club in a business license ordinance.

RCW 9.41.300(2) provides:

Cities, towns, counties and other municipalities may enact laws and ordinances:

- (a) restricting the discharge of firearms in any portion of their respective jurisdictions where there is a reasonable likelihood that humans, domestic animals, or property will be jeopardized. Such laws and ordinances shall not abridge the right of the individual guaranteed by Article 1, section 24 of the state Constitution to bear arms in defense of self or others.

The City's record (established prior to the submission of a draft ordinance to the City Council during the month of January, 2003), demonstrates that the Sportsmen's Club is located within a short distance from residential dwellings and single family residential neighborhoods. Some of the residents from the neighborhoods have testified in City Council workshops that they are concerned for their safety as a result of the shooting activities on the Sportsmen's Club property. Although it has not been established that an errant round (found in a house in one of the residential neighborhoods) came from the Sportsmen's Club, it is reasonable for the City Council to assume that the close proximity of the Sportsmen's Club to the adjacent single family dwellings creates a "reasonable likelihood that humans, domestic animals or property" will be "jeopardized." Furthermore, the Council need not assume that such "jeopardization" will only occur if errant rounds escape the Sportsmen's Club premises. The Council may also assume that loud, frequent, repetitive and continuous noises jeopardizes the health of nearby residents.

The Washington courts have interpreted RCW 9.41.300(2)(a) to allow the City the ability to adopt such an ordinance:

[G]iven that the Legislature had already given local governments *limited* authority to enact laws involving discharge of firearms under the preemption statute, it appears the Legislature's purpose in creating RCW 9.41.300(2)(a) was to allow local governments relatively *unlimited* authority in one specific area – i.e., the discharge of firearms in areas where people, domestic animals or property would be endangered.

Seattle v. Ballsmider, 71 Wn. App. 159, 164, 856 P.2d 1113 (1993) (emphasis in original). The above quote confirms the fact that the proposed ordinance would not be preempted by state law. The City's record demonstrates that the ordinance has been considered by the Council because of complaints from residents close to the Sportsmen's Club, alleging that they were jeopardized. The Washington courts have held that the City has unlimited authority in this specific situation to adopt such an ordinance.

In another case involving the extent to which the City may regulate firearms under the police power, the Washington courts upheld a city's adoption of an ordinance limiting possession of firearms where alcoholic beverages were dispensed. *Second Amendment Foundation v. Renton*, 35 Wn. App. 583, 668 P.2d 596 (1983). As stated by the *Second Amendment* court:

Regulations enacted by a municipality in the exercise of police powers must meet the judicial test of reasonableness. This test requires that the regulation be reasonably necessary to protect the public safety, health, morals and general welfare and be substantially related to the legitimate ends sought.

The scope of permissible regulation must depend upon a balancing of the public benefit to be derived from the regulation against the degree to which it frustrates the purpose of the constitutional provision. The right to own and bear arms is only minimally reduced by limiting their possession in bars. The benefit to public safety by reducing the possibility of armed conflict while under the influence of alcohol outweighs the general right to bear arms in defense of self and state. The Renton ordinance is narrowly drawn and demonstrates legislative concern for reasonable exercise of the police power where liquor by drink is dispensed. . . .

On balance, the public's right to a limited and reasonable exercise of police power must prevail against the individual's right to bear arms in public place where liquor is served.

Second Amendment, 35 Wn. App. at 586-87 (citations omitted). The *Second Amendment* court also found that the Renton ordinance was not preempted under RCW 9.41.290, nor did it violate the right to bear arms under the state Constitution.

The provision in the U.S. Constitution relating to the right to bear arms was recently interpreted by the 9th Circuit Court of Appeals in a challenge to California's adoption of state laws significantly strengthening restrictions on possession, use and transfer of assault weapons. *Silveira v. Lockyer*, 312 F.3d 1052 (2002). The Second Amendment to the U.S. Constitution states in its entirety: "A well regulated militia being necessary to the security of a free State, the right of the people to keep and bear Arms, shall not be infringed." The *Silveira* court held that "the Second Amendment imposes no limitation on California's ability to enact legislation regulating or prohibiting the possession or use of firearms, including dangerous weapons such as assault weapons." *Id.*, at 1088. According to the 9th Circuit Court of Appeals, "the historical record makes it equally plain that the [Second] amendment was not adopted in order to afford rights to individuals with respect to private ownership or possession." *Id.*, at 1088. *Silveira v. Lockyer* was amended on 1-27-03 (2003 WL 168672 (9th Cir. (Cal))), but this holding was not disturbed.

CONCLUSION

The Sportsmen's Club is not a legal nonconforming use, and enjoys no protection under the City's Zoning Code as a legal nonconforming use.

The Pierce County Code does not apply in Gig Harbor, so it simply makes no difference whether or not the County's noise codes (chapters 8.72 and 8.76) exempt the noise from the Sportsmen's Club. The Sportsmen's Club obtains no "vested right" to protection from the enforcement of a noise ordinance in Gig Harbor, if the City Council chose to adopt one, as a "legal nonconforming use." There is no "vested right" to continue a nuisance, and noise is regulated as a nuisance.

The proposed ordinance is not preempted under RCW 9.41.290 or 9.41.300. The proposed ordinance is not unconstitutional under either the State or U.S. Constitutions.

Towslee, Molly

From: pross2002@juno.com

Sent: Wednesday, February 05, 2003 5:18 PM

To: Towslee, Molly

Subject: ordinance re Gig Harbor Sportsman's Club

Attn: Steven Ekberg, Jim Francich, Marilyn Owei, John Picinich, Frank Ruffo & Derek Young

I am opposed to this measure that you will be voting on Monday, February 10th.

"The city of Gig Harbor will be voting on an ordinance to shorten the hours of the Gig Harbor Sportsman's Club as a means to reduce the noise complaints."

Please vote against this.

Thank you.

Pat Ross

Towslee, Molly

From: Mark White [markwhite@hotmail.com]
Sent: Wednesday, February 05, 2003 7:24 PM
To: bdick@harboret.com
Cc: Towslee, Molly

Bob Dick, Steven Ekberg, Jim Francich, Marilyn Owei, John Picinich,
Frank
Ruffo, Derek Young:

Please seriously reconsider your proposed restriction of the Gig Harbor Sportsman Club range hours. Any local noise ordinance directed at an individual organization when common noise ordinances are in place can be construed as discriminatory and may be legally challenged.

The new MSN 8: advanced junk mail protection and 2 months FREE*
<http://join.msn.com/?page=features/junkmail>

Towslee, Molly

From: James Genovese [yankeejim@attbi.com]
Sent: Friday, February 07, 2003 10:36 AM
To: bdick@harbornet.com
Cc: Towslee, Molly
Subject: Range Hours.

Councilmember Dick.

CC. Steven Ekberg, Jim Francich, Marilyn Owei, John Picinich, Frank Ruffo, Derek Young

I don't get it. You buy a place. You make noise for years. You invest millions over the years into the coffers of the community in taxes. You put money into the land. You have a safe operation. You are a privet club. Land is sold near your property. New owners buy it knowing you make noise. They complain about something they know was there before they bought the place and you are forced out of your property, i.e. the new kid on the block gets to have all the say. What the deal? Airports make noise and they are not restricted as to the length of noise. Decibels, yes, but not when. How long would an airport stay in business with the same restriction? What is it, the gun? Who is a known supporter of your community?

Yes, limiting the range shooting time is the same as closing it down. Might as well.

Why?

1. Unless your are retired, independently wealthy or unemployed, most people will not be able to shoot the hours proposed. Working stiffs can't take time off from work to go shoot. Its a hobby.
2. In order to maintain the same revenue for the range, more shooters will have to shoot in less time causing more noise pollution her hour. I thought the problem was noise. Are you going to foot the bill to cover loses?
3. If the range hours are reduced to working hours only, people will go to other ranges or shoot off the range. Both take money away from the range.
4. Off range shooting will force you to increase the police force to pursue and prosecute illegal shooting , not to mention put more people in danger of accidental shootings.
5. A sportsman club that does not include shooting is a country club. Are you willing to buy the club and run it?

I'm sorry. If there are complaints, too bad. Who was there first and is a known long term resident. Don't like the noise. Grow up, or move.

YOS James Genovese, NRA, NMLRA, SML, WML, WCWA. PF. and DU.

Towslee, Molly

From: Randy & Terrisa Wood [rkwood.wa@netzero.net]
Sent: Friday, February 07, 2003 7:27 AM
To: bdick@harbornet.com; Towslee, Molly
Subject: Gig Harbor Sportsman's Club

To: Steven Ekberg, Jim Francich, Marilyn Owei, John Picinich, Frank Ruffo, Derek Young, Bob Dick

Dear Councilmember,

Please vote NO on any proposed ordinance to restrict the hours of operation at the Gig Harbor Sportsman's Club. The range has been in operation for many years before most of the new homes in the area were even built. It provides a valuable service to the community, and restricting the hours of operation would prevent many local citizens from participating in club activities and events. Thank you.

Sincerely,

Randy & Terrisa Wood

Towslee, Molly

From: jensenjw [jensenjw@charter.net]
Sent: Thursday, February 06, 2003 10:38 PM
To: Towslee, Molly
Subject: Attention Jim Francich

Sir:

The Gig Harbor Sportsman's Club has operated for many years and been a good neighbor. When people move next to the freeway they are not allowed to regulate the traffic to prevent noise. Gig Harbor Sportsmans Club has tried to ensure everyone considering location near the club is aware of the risk. People who live in a glass house should not expect to put blinders on passerby's

John Jensen

2/7/2003



Date: 2-10-03

To: Gig Harbor City Council
From Paul Sims
Subject: Ordinance to restrict operational hours of the Gig Harbor Sportsmen's Club

Permit me disagree with the intent to reduce the operational hours of the aforementioned Club. As a Club member and a Range Officer for the club, I can not speak FOR the club, but would object to the reduced opportunities presented. While some members of the club are retired, the greatest portion of the membership are employed, after hours shooting is about the only option some of them have. The original intent to shut down on Saturday was alarming because that would deny the rare Parent /Child opportunities that exist. Naturally, we would not want the only opportunities to be weeknights, when schoolwork was paramount. As a Range Officer, my maintenance of proficiency is usually done during the week, as on the weekends I am performing Range Officer duties to provide a safe environment for the public.

As a Hunter Education Instructor, I can not speak for the state, but I can observe that a weekend shut down of any magnitude would literally drive Hunter Education from that portion of the Peninsula. The nearest facility being Bremerton Trap and Skeet, which does not permit rifle and pistol.

Since the infestation of urban migration is unlikely to be halted, I would better support a moratorium on the ordinance while Avelon, the Club AND the City removed the road blocks from the relocation of the club to a more appropriate rural setting, naturally with sufficient safeguards to preclude encroachment in the foreseeable future.

During the first public session it became clear the noise level was not the real issue, since those sounds perceived to be "normal" to the urban home were dismissed, lawn mowers, stereo's, the squalling of domestic discourse, were all accepted as comfortable sounds. The issue was that "gunfire" made their lives "unbearable". The truth is that any sound normal to the rural environment would soon become intolerable to urban sensitivities. The truth is also that populations will continue to grow and encroach on the rural lifestyles. An orchestrated separation may be the only long-term viable solution.



To The Gig Harbor City Council

021003

As a citizen of the Gig Harbor area I want to register a protest against the City attempting to regulate shooting hours and conditions at the Gig Harbor Sportsmen's Club.

This is a thinly veiled attempt to force the Club to close. It is not based on the issue of safety or a legitimate noise complaint by surrounding neighbors.

When the city annexed the property they knew the Club was there and they also knew that there would be rifle, pistol and shotgun firing going on there and they excepted that fact.

Should the city persist and cause the club to close this supervised range, you will be creating a problem that will come home to haunt all the people living in the suburbs. They will be placed at risk by people shooting in every gravel pit, canyon and wooded area around.

The State of Washington in it's revised code already has in place laws covering the operation of shooting ranges.

In my opinion the City would far better serve all it's citizens by supporting the Gig Harbor Sportsmen's Club range which provides a safe supervised area for people to shoot.

The council should also be aware that the range is used by law enforcement to maintain their required range qualifications.

O. L. Meyers
13211 9th AVE NW
Gig Harbor WA 98332
253-851-9220



1923 59th Ave. NW
Gig Harbor, WA 98335
Phone: 253-265-6851
Fax: 253-265-3731



Fax

To: Gig Harbor City Council **From:** J.R. Moore

Fax: 851-8563 **Date:** February 10, 2003

Phone: [Click here and type phone number] **Pages:** [Click here and type number of pages]

Re: Gun Club Resolution **CC:** [Click here and type name]

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

-Comments: Dear Members,

I am a resident of Gig Harbor and like what the Gig Harbor Sportsman Club has done for the community, and what they stand for. I would be against you voting for any restrictions put on the activities of this fine organization. In fact my son attended the church school right next door to the club and the even the church had no objections to their shooting even when the children were at school. We never had any incidencenses there from them. The people who have moved near the Club knew about the club and their activities before they moved there, and now they are complaining?

Please do not sanction the club.

Sincerely, James R. Moore

Towslee, Molly

From: Messing, Joel M Mr MAMC [Joel.Messing@nw.amedd.army.mil]
Sent: Monday, February 10, 2003 10:35 AM
To: Towslee, Molly
Subject: Gun Club city council meeting 10 Feb 2003

Sir/Mam,

Please offer to the City Council my vote to support the Gun Club in rejecting the restriction of hours as proposed. The Gun Club which has been an integral part of the City of Gig Harbor since 1948 and should be allowed to continue current operations, making only changes which they are willing to do. They should not be forced make changes which do not involve safety standards. As a retired military officer, former Safety officer for a military rifle team and Gig Harbor resident for the last 6 years, I have never witnessed an unsafe or negligent act at the Gun Club. Please feel free to contact me in regards to this email.

Joel M. Messing, COL (RET)
8719 Randal Drive NW
Gig Harbor, Washington 98332
W: 253-968-5562 Home 253-857-7436
Pager: 253-591-2301

"People sleep peaceably in their beds
at night only because rough men stand
ready to do violence on their behalf"
--George Orwell--

Towslee, Molly

From: marsha [marsha9290@charter.net]
Sent: Monday, February 10, 2003 10:40 AM
To: Towslee, Molly
Subject: Restrictive hours for Gig Harbor Sportsman's Club

I wish to go on record with you as opposing the restrictive language that you are to vote on today.

The GHSC serves not only local residents but many from miles around with a safe shooting environment and NRA directed and approved safety classes for the public.

You are attempting to close the evening hours of operation to eliminate noise. The Club has attempted to find a suitable compromise but has been unsuccessful.

Many people cannot shoot on weekends or during the day. By restricting hours of operation you could cause people to seek other places to shoot, such as gravel pits and our area woods. Even the Gig Harbor Police Department and the Purdy Correction Center could be impacted on their practice times.

The Gig Harbor Sportsman's Club also provides a safe environment for students from the local high school to learn and practice for competition (and they are champions!) and for the general public to take the classes about Home Protection and Hunter Safety to just name two. Additionally, volunteers are always at the club during operation as Range Safety Officers, making sure of on site safety for all.

Again, I wish to go on record as opposing any restrictions by the Gig Harbor City Council to the hours of operation for the Gig Harbor Sportsman's Club.

Ed Chowning
Member, Gig Harbor Sportsman's Club
11840 Ridge Rim Trail SE
Port Orchard, WA 98367
360-895-0910

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Towslee, Molly

From: marsha [marsha9290@charter.net]
Sent: Monday, February 10, 2003 10:08 AM
To: Towslee, Molly
Subject: For the City Council

I wish to urge you to oppose the ordinance restricting the shooting hours for the Gig Harbor Sportsman's Club. The Club has attempted to reach a suitable compromise with you. If the hours are restricted you will reduce the options for those who are unable to shoot on weekends or during the day. The club provides a safe environment for practice ... not only for club members but for law enforcement personnel, including the Gig Harbor Police Department and the Corrections Officers from the Purdy Correction Facility and for the championship Gig Harbor High School shooting team.

Again I urge you to OPPOSE this restrictive ordinance.

Marsha B. Chowning
GHSC Member and volunteer Rifle/Pistol Range Safety Officer
11840 Ridge Rim Trail SE
Port Orchard, WA 98367
360-895-0910

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FAX COVER SHEET

FAX NUMBER 12538518267

FROM

DATE 2003-02-10 18:01:27 GMT

RE Opposing Noise Ordinance to shorten Gig Harbor

COVER MESSAGE

Dear Council members,

Please do not approve of a noise ordinance limiting the hours of operation for the Gig Harbor SPORTSMEN CLUB.

It would limit all sportsmen and women who's work schedules do not allow them to utilize the facilities during the daytime.

Instead, allow the club to work out an agreeable method that nearby residences and club users can agree upon.

Thank you for your attention on this matter.

Sincerely, a concerned constituent,

Steve F. Hayes

Towslee, Molly

From: born2btan@earthlink.net

Sent: Monday, February 10, 2003 11:45 AM

To: Towslee, Molly

Good Morning

I would like to voice my opposition to the proposed ordinance limiting the operations of the Gig Harbor Sportsman club. The Sportsmans club has a outstanding safety record and has been a part of the Gig Harbor area since before most of the local residence were born. Noise from the range is lower than them mowing there yards and I'm sure lower than most of their kids stereos. In my opinion, these people knew they were buying a house in the area of the club and are now trying to raise there property values by chipping away at the club until it is gone

Thank You

Art W Boltman



to Molly



Mrs. Carol A. Roemke
2812 61st Street Ct. NW
Gig Harbor, WA 98335

2/10/03

City Council: Please do not restrict
the Men Club's hours. They have a
right to be there & use their area as
they have for so many years.

Sincerely

Carol & Herb Roemke

2-10-03

ToGig Harbor City Council

Regarding the hearing to curtail shooting hours at the Gig Harbor Sportsman's Club, I wish to notify you that I am ADAMANTLY OPPOSED to this.

The only time I have to shoot is during weekday evenings. This was being done long before the people who are complaining moved into the area.

Edmund Lewis M.D.
12116 102ND Ave Ct NW
Gig Harbor, Wa 98329
857-5758

P.S. I will attend the meeting, if I can

Towslee, Molly

From: Chris's Mail [ghphs@centurytel.net]
Sent: Saturday, February 08, 2003 12:59 PM
To: Towslee, Molly
Subject: Attn: Mayor Wilbert & Council

Dear Mayor Wilbert Council Members – I'm delivering a hard copy to Molly, but I wanted to be sure you saw the letter below Monday night's meeting. See you there!

Chris Erlich
Executive Director
Gig Harbor Peninsula Historical Society
chris@gigharbormuseum.org
(253) 858-6722

February 7, 2003

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

Dear Mayor Wilbert and Council Members,

It has come to the attention of the Gig Harbor Peninsula Historical Society's Board of Trustees that the city is forming a committee to plan for the future of the Skansie Property and that a committee is already working on plans for the Wilkinson property. We are pleased that the city is seeking community participation in the planning for these historic properties.

As the steward of these historic properties, we hope that the city will "set the example" by directing the committees to make preservation the top priority as potential uses of the property are explored. We urge the city to include an experienced preservationist on both committees. A preservationist would be able to make suggestions on how to preserve the historic integrity of the sites while they are adapted for community use.

We can recommend Elizabeth Anderson (761-9707 or 581-1912). She is the former historic preservation officer for the city of Tacoma and is currently working part-time for the city of Steilacoom. When it comes to developing a restoration or rehabilitation plan for the buildings, we suggest Grulich Architecture in Tacoma (272-0007). Their work in historic preservation includes historic houses, churches, and forts across the state.

As in the past, we are a willing partner and will cooperate on these projects and other city activities as appropriate.

Sincerely,

2/10/2003

Don McCarty, President
Board of Trustees
Gig Harbor Peninsula Historical Society

Outgoing mail is certified Virus Free.
Checked by AVG anti-virus system (<http://www.grisoft.com>).
Version: 6.0.449 / Virus Database: 251 - Release Date: 1/27/2003

February 7, 2003

Matt Halvorsen
3041 Eastbay DR
Gig Harbor, WA 98335
(253)851-2569

Distinguished Members of the Gig Harbor City Council,

I am writing this letter to inform you that I will not be able to attend the City Council meeting that is scheduled for the night of Monday, February the 10Th. At this meeting you will be interviewing people for the Design Review Board positions. Although I am not able to attend this council session, I still wish to be considered as a candidate for the Review Board. The reason that I will not be able to attend is because of reservations that I have for my fiancés birthday. I can not cancel these reservations without incurring the full cost due to the cancellation policy that requires a two week notice. Being that I only had five days notice for this meeting I was unable to change these reservations.

As I stated in my letter of interest I have lived in the Gig Harbor area for 19 years and feel that I have a strong understanding of what works best for Gig Harbor. My educational background consists of a BA in Environmental Studies with an emphasis on Community Planning. I am also a board member of the Peninsula Neighborhood Association. I know that my insight and convictions would serve the Gig Harbor Community well. I would really like a chance to guide Gig Harbor into the future.

I would be more than happy to meet with you at another council session or even on an individual basis. Please do not let the fact that I was unable to attend this session hinder your decision on possibly electing me to the Design Review Board.

Thank you for your time, and I look forward to working with you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read 'Matt Halvorsen', with a long horizontal flourish extending to the right.

Matt Halvorsen

Youth Assessment Center



A Chance To Change
In Partnership with
Pierce County Juvenile Court

Purpose of Project

To create a youth assessment center in Pierce County, which, when coupled with other alternative programming, will enable the county to reduce the number of youth in secure detention by approximately 50 percent.

Project Goals

- Significant reduction in use of secure detention without increased risk to public safety.
- Limit the use of secure custody to violent youth or those who have committed felony class delinquent offenses.
- Less restrictive supervision for youth who pose little risk of re-offending or flight while awaiting court hearings.
- Hold every juvenile offender served by this program accountable for their actions.

Project Timeline

- Start-up and planning – September 1, 2002-
August 31, 2003
- Project Implementation (On phase-in basis)
– September 1, 2003 –August 31, 2006

Youth To Be Served

- Youth diverted from the secure detention facility who do not constitute a risk to public safety.
- Youth/parents who voluntarily come to the YAC in search of crisis intervention, assessment, referral, and related services.
- Number of youth/parents to be served: 500 in year one; 750 in year two; 1,000 in year three and ensuing years.

Program Model

- YAC to be open on a 24/7 basis as a drop off point for law enforcement officers.
- YAC to be a drop-in center available to runaways, homeless, and status offender youth on a voluntary basis.
- YAC to provide crisis intervention services for youth and their families in Pierce County.

Program Benefits-1

- “One Stop Shop” for law enforcement, youth, and parents.
- 24/7 crisis intervention services for youth/parents. (Service to be delivered at YAC or in communities as needed).
- YAC staff will work closely with Prosecuting Attorney’s office and Intake Unit of PCJC.

Program Benefits-2

- YAC staff will seek temporary or longer-term shelter for youth if needed.
- YAC staff will coordinate with the Division of Children and Family Services.
- YAC staff will refer and coordinate services with schools and other community-based programs.
- YAC staff will have specialized training as family therapists.

Program Benefits-3

- YAC staff will be responsible to monitor and follow up with each youth/parent dyad.
- YAC staff will work with law enforcement on an ongoing basis.
- YAC staff will work to insure that youth being served by this program do not re-offend.
- YAC staff will transport from outlying areas, in order to free-up law enforcement staff.

Cost Benefits

- The cost for this service will be \$674 per youth served by the YAC versus the current average cost per youth for secure detention of \$2,184.
- Deterring youth from more serious crimes and institutionalization saves public dollars.

Funding

Start-Up and Planning Year:

- Funding is being sought from private sources.

Full Project Implementation:

- Basic funding provided by Pierce County.
- Municipalities will be asked to provide a share of the overall cost of the YAC based on their actual use of the program.
- Municipalities will be asked to begin contributing their proportionate shares on a gradually increasing basis during the second and third years of the program.

Project Management/Organization

- Daniel J. Bissonnette, Executive Director, A Chance To Change - Operation and Service Delivery.
- Daniel J. Erker – Administrator, Pierce County Juvenile Court – Primary Project Consultant.
- Ron Hanna – Project Coordinator

Advocates

- A large number of local officials, concerned citizens, and organizations in Tacoma/Pierce County are part of the YAC *Ad Hoc* Committee and are in support of the development of the YAC.



A Chance To Change
In Partnership with
Pierce County Juvenile Court