

# **Gig Harbor City Council Meeting**

**February 24, 2003  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
February 24, 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 February 10, 2003.
2. Correspondence / Proclamations:           a) PSRC–Meeting Notice  
  b) Letter from Fred Rider   c) Women's History Month   d) Red Cross Month
3. City Prosecutor Contract.
4. Washington State DOT Certification Acceptance.
5. Purchase and Installation Agreement – SCADA System Phase II.
6. Traffic Signal Maintenance Agreement – DOT.
7. Borgen Blvd. Round-a-Bout – Quit Claim Deed.
8. Amendment #3 to the Consultant Services Contract Sewer Outfall Extension.
9. Liquor License Change of Corporate Officers: Fred Meyer Marketplace.
10. Liquor License Assumption: Chevron Maritime Mart
11. Approval of Payment of Bills for February 24, 2003.  
  Checks #39390 through #39416 in the amount of \$310,595.03.

**OLD BUSINESS:**

1. Design Review Board Selection.

**NEW BUSINESS:**

1. Naming of Streets in Estates at Gig Harbor Plat.
2. First Reading of Ordinance – Repealing Section 2.24.010 of the GHMC.
3. First Reading of Ordinance – Filing of Candidacy.
4. Recommendation for 2003 Arts Grant.

**STAFF REPORTS:**

**PUBLIC COMMENT:**

**COUNCIL COMMENTS / MAYOR'S REPORT:**

Council Advisory Committees.

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

**GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 10, 2003**

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

**CALL TO ORDER:** 7:04 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 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.

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

**OLD BUSINESS:**

1. Appointment / Re-Appointments to the Design Review Board. Mark Hoppen explained that Lita Dawn Stanton had one year remaining in her term, and that the other three incumbents terms had expired. He said that there is one vacancy left by Bill Reed. Incumbents and new applicants were asked to give a brief introduction of their interest and qualifications. Incumbent Chuck Hunter could not be present to speak, and new applicant, Matt Halvorson submitted a letter explaining his interest and inability to appear.

Paul Kadzik – 3518 Harborview Drive. Dr. Kadzik explained that he had been a member of the Design Review Board since its inception in 1996. He gave an overview of some of the things that the board had accomplished over the years, and the current process to update the Design Review Manual. He said that his past experience and membership on the Planning Commission makes him a good candidate, adding that he would be honored to continue serving.

Linda Gair – 9301 North Harborview Drive. Ms. Gair said that she had served on the board for the past two years. She said that she considered the updates to the Design Review Manual to

be a very important task, and asked to be able to continue serving. She said that her qualifications fulfilled three of the requirements required.

Darrin Filand – 1302 115<sup>th</sup> St. NW. Mr. Filand explained that he recently moved to the Gig Harbor area, and had been raised in Pierce County. He said that he is the lead architect for his firm, and feels that he has much to offer to the Design Review Board. He added that it would be an honor to serve the community.

Charles Bucher – 1625 115<sup>th</sup> St. NW. Mr. Bucher said that he had lived in Gig Harbor, but outside city limits, his entire life, and owns a home design business on North Harborview Drive. He said that he is a member of the Chamber of Commerce Board of Directors. He said that he has enjoyed working with all the members of the community and is ready to serve on the Design Review Board.

Andy Markos – 4203 77<sup>th</sup> Ct NW. Mr. Markos explained that he has been a member of the Peninsula Advisory Committee for three years and worked on the Gig Harbor Community Plan. He said that as a planner for Puget Sound Energy, he has expertise valuable to the Design Review Board.

Jim Pasin – 2710 39<sup>th</sup> St. Ct. Mr. Pasin explained that it has been a year since he served on the City Council. He described his varied experience with the school district, the Chamber of Commerce and City of Gig Harbor. He said that he believes he has the qualifications to serve on the Design Review Board. He described his involvement with several city projects including the Sign Code. He said that he enjoys writing manuals and has the time to devote to the effort. He said that the time he has served on the Planning Commission and City Council has helped him to understand the issues from both sides of the fence. He said he would appreciate the opportunity to serve on the board.

Roseanne Sachson – 3502 North Harborview Drive. Ms. Sachson moved here two months ago and said she was very involved with the general planning committee in Beverly Hills, which used to be like Gig Harbor. She said that Gig Harbor reminds her of the town she grew up and that is why she chose to move here. She explained that as an interior designer licensed in California, she was able to submit plans like an architect. She has worked on flight systems and beds for NASA. She continued to say she would like to be more involved in Gig Harbor.

Councilmember Picinich praised the applicant's qualifications and desire to serve. He said he wished that all of them could be appointed.

Carol Morris recommended that council not adjourn to Executive Session for discussion, but for them to consider all they had heard this evening, and to come back at the next meeting with a recommendation.

Councilmember Picinich asked for any criteria that they should be considering. Councilmember Young strongly suggested that he would prefer that the members live in city limits, but added that if one candidate seemed to rise above the others, he would consider their appointment. Councilmember Owel recommended that the appointments be done in two separate motions; one for consideration of re-appointments, and another for an appointment to fill a vacancy.

**MOTION:** Move to divide the recommendation into two parts.  
Owel/Ruffo – unanimously approved.

**MOTION:** Move to reappoint the three incumbents for the following terms:  
Paul Kadzik - 2 years; Linda Gair – 1 year; and Chuck Hunter – 1 year.  
Owel/Picinich – unanimously approved.

**MOTION:** To continue the appointment for the vacancy to the next City Council meeting.  
Owel/Franich – unanimously approved.

Councilmembers will return at the next meeting with their recommendations for appointment to the remaining vacancy.

2. Second Reading of Ordinance – Shooting Sports Facilities Ordinance.

Doug Tenzler – 9721 Burnham Drive, Gig Harbor Sportsman's Club. Mr. Tenzler said that they met with Councilmembers Ruffo on a Sunday afternoon and talked about many things, including hours of operation. He said that they are only an hour or two apart on agreement; however, they know that the resident's would prefer no shooting at all. He said that after the discussion, the club made modifications to the rifle/pistol range, which included extending the overhangs and setting up baffling. He said that they will be installing another sound reducer tomorrow morning, which they hope will reduce another 30% of the noise from the rifle/pistol range. He continued to explain that they set up a test after the modifications, but unfortunately, neither Mark Schaefer, nor his group, were able to attend. Councilmembers Ruffo and Ekberg did visit the range and observed the modifications. The members demonstrated shooting using the same weapons used during the previous testing to allow for a baseline for comparison. He said that they fired at the range with the Councilmembers present, while giving them an overview of the range safety measures. After that, they traveled to Avalon Woods to listen for the sound from there, communicating by walkie-talkies. Doug said that he was told that from position #1, shooting noise was difficult to hear, but at position #2, more noise was heard, as it was closer to the range and at the southern end of Avalon Woods. He added that he understood that the noise was dramatically less than what had been heard before. He said that the test was done specifically for the rifle/pistol range, so that noise from Saturday shooting could be addressed. No shotguns were fired during this time. He then asked for the two Councilmember's who were present at the test to comment.

Councilmember Ruffo first asked both Doug and Mark if they thought it would be valuable to postpone any action by Council to allow the homeowners to hear the results of the abatement efforts that the club had already done, and those that were scheduled to be installed.

Doug explained that they are not far apart on the hours. He said that he reviewed the hours voted on at the last meeting, and with some modifications, they are not far off. He said that if Council wanted to wait another two weeks to let them install more noise abatement; the issue is Saturday, not Thursday night or Tuesday night or Sunday, because those hours are already relatively in place. At Councilmember Picinich's request, he restated the hours of operation.

Doug continued, stating that he would act as spokesperson for the Gig Harbor Sportsman's Club, and offered to shut down at 8:00 on Tuesday night, start a little earlier, and maybe throw in an option in the summertime of going until 9:00 during May through September. He said that they want to shoot until 10:00 p.m. on Thursday nights. He said that they would be willing to go from 10 a.m. until 4 p.m. on the weekends, as it is a matter of being able to man the facility. Doug continued to explain that the other key issue is in paragraph on page 10, which reads, "in addition to shooting activities shall be allowed five full weekends with the following weekends

closed..." Doug said that they need 10 weekends, as 3-4 of those weekends is going to be two-hour timeframes where the hunter's education class shoots shotguns for an hour, then shoots at the rifle range for an hour. He requested to be able to turn in a schedule to the city and to the representative of Avalon Woods a month or so ahead of time to let them know when the shoots will be occurring and to allow the neighbors to plan. Doug said that he would like these hunter's education classes to be excluded from the five allowed in this ordinance. He said that on the Saturday special shoots; some will go past the 6 p.m. time, possibly up to 8 p.m. Two of these events would be the PITA and Ducks Unlimited events.

Councilmember Picinich stressed that the Sportsman's Club is willing work with the city and the residents to keep them informed. Doug then continued to explained that this would allow for 42 weekends without shotgun noise, which is what the neighbors are concerned with.

Doug discussed the efforts to relocate to Kitsap County, adding that if Council is going to vote for an ordinance, the club would like to be able to opt out or to be able to be exempt for one year with an option to extend. This would allow Council to monitor the progress and to allow the club to "get out of here."

Councilmember Picinich said he was in favor of this, but would like to know that the hours are going to be enforced. He recognized that the two parties are close to agreeing on the hours, and said that he is satisfied with the progress that has been made. He said that he wouldn't mind amending the effective date of the ordinance for one year with, the understanding that the hours of operation must be confirmed, and there won't be any complaints from Avalon Woods.

Doug said that they would redo all signage at the front gate and install signage on the ranges with the amended hours to make sure members followed the hours, but they could not control what happens outside the club. He discussed several times when the club members called in to the Sheriff's Department and Gig Harbor Police to complain about shooting taking place at Spadoni's Gravel Pit or the area between the club and Avalon Woods.

Councilmember Ruffo asked Mr. Schaeffer for his recommendation on postponing action. Mark said he would have liked to have been at the test and thanked the club for their efforts. He said that he can't argue whether the improvements have helped or not. He said that he would like to see another test, but also would like to hear the opinion from the two Councilmembers that were present.

Councilmember Ruffo explained that they had a gauge that showed decibel ratings. He stressed that this is where he disagrees with the ordinance, because the decibel rating is what is key to an effective ordinance. He said that the lack of this makes him agree with Mr. Tenzler that this is "not good law". In one specific instance, the decibel reading was between 65-68, just above the 65 level that other jurisdictions have held. He said at station 2, unless you have had time to get used to the noise level, it is a little annoying, but not as annoying as a lawnmower. Because it is a regularly scheduled noise, whereas a lawnmower is not, you have to address two issues; noise abatement using a decibel reading, and scheduled noise verses non-scheduled noise.

Councilmember Ekberg said that he was at the club before the abatement efforts had been taken and the noise was very loud. He said he had never been to Avalon Woods and listened when it was only pistols/rifles, he had only listened when they were shooting shotguns, so he couldn't make a comparison. He said that the shotgun noise made him flinch, but the noise he heard on Saturday was a distant noise, and he just recognized that there was a noise coming from that direction.

Councilmember Picinich asked if there was something more that could be done to curtail the remaining noise from the rifle/pistol range. Doug explained that the sound abatement going in tomorrow may eliminate another 30%. Whether or not it will drop the noise level below the 60 decibels can't be answered, then added that a diesel pickup will register 80 decibels.

Doug continued to say that they are trying to bring the noise level down and still shoot, while staying within the EPA and State of Washington laws for trap, rifle and pistol shooting. He said that they think they've done an excellent job of this based upon the comments by both Councilmembers Ruffo and Ekberg. He said that the members are going to continue shooting, which is unfortunate from the neighborhoods' standpoint, because their will still be noise. Two years is what they are asking for to get down the road...then the neighbors will have their peace and quiet.

Councilmember Owel asked why the club hadn't taken any abatement action before now. Doug said that this issue hadn't come up before, as the noise issue was under the guise of safety. He continued to say that when the club passed the safety test; the issue became noise, then pollution, which the city has no control over. He said that frankly, EPA has cleared the club. He said that they are not polluting anything, so now the issue is back to noise.

Councilmember Franich said that the club's early letter stated that they would only accept the hours of operation without an ordinance, and asked Doug if they were willing to follow the hours that were being negotiated within the ordinance? Doug said that the hours that he discussed a few minutes ago are fine, but not the ordinance, and what the city is asking the club to do. In two years the city is asking them to spend an awful lot of money unnecessarily.

Councilmember Franich asked him if the Council gave the club an extended time to meet these requirements, would they be willing to follow the hours of operation? Doug said that if the club remained here, they would follow the rules and the hours set, but asked Council why the club should spend the money now, as the club has been here 53 years with no problems. He reminded Council that the Police Chief goes shooting there often and is keeping an eye on the place.

Councilmember Franich asked again if they would be willing to abide by the final, negotiated hours. Doug said that if he was asking whether the city passed an ordinance with the hours, he would say no...that they would like to be exempt for one year with an option to extend.

Councilmember Ekberg said that he realizes that the club is trying to find a new location. He said that he has gone through the ordinance and found two areas that might pose an expense; the fencing and the surveyor's site plan. He suggested a two-year exemption from those two provisions if, at the time the club applies for the license, they provide a site-plan that doesn't have to be done by a licensed surveyor, and also provide an affidavit stating that the property is currently fenced. If they supply these two items, then the club would be exempt from those two sections of the ordinance.

Doug said that if you drive there you can see that the club is fenced all around, adding that he would sign something stating that. Councilmember Ekberg stressed that currently, it is not fenced in compliance with the ordinance, but if there is a two-year exemption, it would solve one of the financial problems being discussed. Doug said that another problem is applying for the permit. He asked Council for a guarantee that the permit would be moved through rapidly, adding that their concern is that the permit would stall because of personal feelings.

Councilmember Young said that he could guarantee that if a staff-member let's this happen; they wouldn't be around very long. He said that Council trusts staff to be fair in all development matters, adding that he thought this was a strange concern. He asked Doug what, besides the fencing, is costing the club so much money? Doug asked him if there was time to go through the entire ordinance, as there were things that he thought had been crossed out during the worksessions that were back in the ordinance. Councilmember Young asked Doug to point these costly matters out so that they could be addressed. Doug didn't respond to this, but asked about whether the club would be exempt.

Councilmember Dick again asked which of the matters that had been discussed in the workshop were causing him concern. Doug said the engineering site plan, then added that he was not prepared to go through the document line by line tonight, but if Council wished to do so, he would like the opportunity, because there are still things that they feel should not be included. He said that they should not have an ordinance.

Councilmember Owel recommended moving forward with the public comment. After everyone has had the opportunity to speak and the public comment has been closed, Council could continue to deliberate and consider the document paragraph by paragraph.

Mark Schaeffer said that he agreed with Councilmember Ruffo that the ordinance does not address the noise issue properly, but hours of operation are the only thing left. He commented on why the abatement had only recently taken place, adding that that if Council passes an ordinance with hours of operation, he could guarantee more changes at the club. He said that it is important that there is an ordinance, and that Council knows their position on the hours of operation, with no shooting on Tuesdays and Thursdays past 9 p.m. and no shooting on Saturdays. He asked the question, "Why did this much noise abatement only take place last week?"

Frederick E. Calhoun - 7717 71<sup>st</sup> Ave NW. Mr. Calhoun said at first that he would like more time to study the document. He said that he is a member of the Gig Harbor Sportsman's Club and has been a member of the Board of Directors. He said that any action that Council is taking not only affects Gig Harbor Sportsman's Club but the whole Pierce County area. He said that one of the reasons he moved here is that it is close to Alaska and British Columbia where he is able to hunt and shoot. He said that he would like to study the issues more and then he would come and speak to Council.

Guy Skeer - 3508 25<sup>th</sup> St. Ct. NW. Mr. Skeer said that many of our sons and daughters are going off to war, many of whom have been taught to shoot safely by family members. He said that it is preferable that this be done at a gun range rather than somewhere else. He said that when Council limits hours on the range, it functions as a tax that could slowly put it out of business. He said he comes home from work, eats dinner, grabs his guns and he and his daughter drive to the range. It is about 6:30 by then and they still have to wait for a position in line. This leaves no time to shoot. He compared those who move in next to an airport and then complain about the noise to this issue. He asked Council to please not tax this activity out of existence, explaining that in the 1890's, shooting was a family activity, an American pastime, and an important sport to help the safety of our sons and daughters in time of war.

David Jepson - 9810 43<sup>rd</sup> Ave NW. Mr. Jepson said he heard the club say that they were willing to compromise on the Tuesday hours to end at 8 p.m., and asked why not on Thursday as well, if they have the option of starting earlier? He then said he heard several Councilmembers ask whether the Sportsman's' Club would voluntarily comply with the hours



while exempt from the ordinance, yet he didn't hear Mr. Tenzler say that they would comply. He heard that they were willing to change the signage, and if and when they were going to be here permanently, then they would comply. He stressed that Council should clarify the club's intent.

Doug Nesbitt – 99<sup>th</sup> St. Ct. NW. Mr. Nesbitt said that his primary concern is safety and noise. He said that the intent of the proposal from Avalon Woods is not to close the club, but that they would just like the club to keep their noise on their own property and then they could shoot 24 hours a day. He said that he too is a sportsman, but he wouldn't think of shooting near a neighborhood where people are trying to put their children to bed. He explained that it is impossible to put his kids to bed on Tuesday and Thursday nights with the gunfire. He said that he has the right to enjoy his property, and that shooting until ten o'clock at night is ridiculous and inconsiderate. He said that the fact that the club has taken no action to abate the noise until last week is action taken too little, too late. He said that the club has 600 members, are financially viable, and an extra \$10 per month per member would give the club the necessary funds to install noise abatement. He said that another of his concerns is the development going in behind their neighborhood, as the trees will be removed and the noise will only get worse. He urged Council to strongly consider the Avalon Woods Neighborhood's recommendation on the hours of operation to stop the noise after 8 p.m.

Paul Simms – Allyn, WA. Mr. Simms explained that he is a range officer at the club. He said that it wouldn't matter if this were a farm with tractor noise; any noise that is foreign to urban ears is a problem that the residents will want stopped. He said that is why the Council should delay the ordinance and spend the time and effort to get the club out and into Kitsap County. He said he was impressed with the working relationship between the two groups and the city should give them more time to work on the hours and they will come to an agreement. He said that if the ordinance is passed, it will continue the conflict.

Dave O'Dell – Avalon Woods. Mr. O'Dell said that the ordinance will not solve the noise abatement issue, and what Council will have to decide is what they want to see the north end of Gig Harbor to look like in 5, 10, or 15 years. He said that the club is being invaded by growth and asked Councilmembers not to pass this problem on to the next set of Councilmembers.

The public comment portion was closed at 8:07 p.m.

**MOTION:** Move to consider the ordinance paragraph-by-paragraph beginning with Section 'O' – Hours of Operation.  
Owel/Franich – four voted in favor. Councilmembers Picinich and Ruffo voted no. The motion carried..

Section 'O' – Hours of Operation. Councilmember Picinich said he had no problems with the Monday, Wednesday or Friday, 8 a.m. to 6 p.m. hours. Councilmember Ekberg commented that he would like to close these dates to shotgun activity. Councilmember Picinich said he would like to see Tuesday remain 8 a.m. to 9 p.m. and Thursday changed from 8 a.m. to 10 p.m. Councilmember Franich asked if he would consider changing this to Tuesday, 6 p.m. to 8 p.m. and 9 p.m. in the summer for trap shooting?

**MOTION:** Amend the hours to Tuesday, 8 a.m. to 6 p.m. and Thursday from 8 a.m. to 10 p.m.  
Picinich/Ruffo – Councilmember Picinich and Ruffo voted in favor. The other five members voted no. The motion failed 2-5.

**MOTION:** Move to amend Monday, Wednesday and Friday, 8 a.m. to 6 p.m. followed by: Closed to shotgun activities, open to rifle/pistol. Ekberg/Owel – unanimously approved.

Councilmember Picinich said he wanted to close Saturday to all shotgun activity, but open from 10 a.m. to 4 p.m. to rifle/pistol. Councilmember Ruffo pointed out that it already allows for rifle/pistol range shooting from 10 a.m. to 6 p.m. on Saturdays. Councilmember Picinich said he was trying to get some concession for the Thursday evening hours.

**MOTION:** Move to open the trap range on Thursdays from 6 p.m. until 10 p.m. Franich/Picinich – roll call vote as follows:

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

The motion failed four to three.

Councilmember Young asked for clarification on the difference in hours between Saturday and Sunday. Mark Schaeffer explained that the Sunday hours were to accommodate the special shoots. He then said that Councilmembers were changing a lot of hours that the club and neighborhoods had agreed upon. He stressed that if more hours or days are taken away the club will have no opportunity to shoot. He said that Council just voted to take away shotgun activity on Monday, Wednesday and Friday.

Councilmember Ekberg asked for clarification on the letter submitted by the club, which excludes these days to trap shooting. Doug Tenzler explained that they had negotiated these hours with the neighbors to allow for Sunday shoots.

Mark Schaeffer explained that the objective would be that the club operates the normal working hours of 8 a.m. to 5 p.m., but if Council starts to take away the evening hours, they need to have some way to transfer these hours to allow them to shoot.

Councilmember Ruffo said that the parties were only in disagreement on the issues of the 10 p.m. ending time on Thursdays and the number of special shoots. He stressed that the hours should be left up to the two parties to agree upon and forward to Council for inclusion in the ordinance.

Councilmember Ekberg apologized for the confusion, and said that if trap was not the issue on Monday, Wednesday and Friday, he could be convinced to remove his motion. Mark explained that this is why he brought the issue up. Mark said that the only issues that are left is that the club would like to shoot until 10:00 on Thursdays and the neighborhoods would like no shooting past 9:00 and they want the range closed to all shooting on Saturdays. Councilmember Picinich asked for clarification on the hours that everyone agreed upon. He asked once more if they could agree upon allowing the club to shoot until 10 p.m. on Thursdays. Mark Schaeffer said no, they will not agree to that.

**MOTION:** Motion to reconsider the motion he made to amend Monday, Wednesday and Friday, 8 a.m. to 6 p.m. followed by: Closed to shotgun activities, open to rifle/pistol. Ekberg/Ruffo – unanimously approved.

Councilmember Franich began discussion on allowing the club to increase the special shoots from five to ten and made the following motion.

**MOTION:** Move to increase the number of special shoots to ten weekends.  
Franich/Picinich –

Councilmember Ekberg said that he would consider this for two years, then drop it back to five. Councilmember Owel asked if all ten would be followed by a weekend of no activity.

**AMENDED MOTION:** To delete the language in that section "following a weekend of no activity (closed on Saturday and Sunday to shooting activities.)  
Ruffo/Picinich – Councilmembers Ruffo and Picinich voted yes. The other five members voted no. The amendment failed five to two.

**ORIGINAL MOTION:** Move to increase the number of special shoots to ten weekends.  
Franich/Picinich – Six voted in favor. Councilmember Owel voted no.

Councilmember Franich asked if Council would consider allowing five weekends after the ten special shoots that the club could remain open.

**MOTION:** Move to amend the language to read "shooting activities shall be allowed ten (10) full weekends a year, ..., and that five of those would have following a weekend of no activity..."  
Franich/

The motion died for lack of a second.

Councilmember Picinich began to discuss the Thursday hours again. Councilmember Owel stated that Council needed to stick as closely as possible to what had already been agreed upon.

There were no comments on Sections 'P' or 'Q' or 'R'. Councilmember Ekberg said he had planned on adding a Section 'U', but would break it down to two separate motions. He said he like to make an amendment to section 'S' regarding exemptions.

**MOTION:** To amend Section 'S' to add: Any shooting sports facility in operation prior to the passage of this ordinance may, when applying for the license required by Chapter 5.12, have an additional 2 years to comply with section 51.12.180S, as long as at the time of the application they provide a signed affidavit, that their property is currently fenced.  
Ekberg/Young – unanimously approved.

Councilmember Young backtracked to Section 'Q' and asked for clarification on the use of steel targets. He asked if they should be prohibited outright or if they could be allowed with modifications of the range. Councilmember Ekberg said that if this becomes an issue in the future, the ordinance could be amended.

Councilmember Franich asked if the hours set for outdoor facilities only. Carol Morris explained that this was addressed in the last paragraph of Section 'O', page 9.

There were no comments on Section 'T', or 5.12.200. The discussion continued to Section 5.12.220.

Councilmember Franich asked if ten calendar days was sufficient to allow the club to gather information and respond effectively to a complaint. Councilmembers discussed how ten days came about. Carol explained that the next paragraph allowed for additional investigation time.

**MOTION:** Move to amend this to fifteen calendar days.  
Franich/Picinich – unanimously approved.

Councilmember Franich asked for clarification on the role of the Administrator in section 'D' in this and the Public Safety Authority in section 'B' of the following chapter. Mark Hoppen explained that the Public Safety Authority determination is how the facts apply to the law from a police perspective. The job assigned to the Administrator is strictly administrative.

The discussion moved to 5.12.060 – Appeals. There were no comments in this section.

Councilmember Ekberg referred to the amendment he wanted to make to number 9 of 5.12.060 – Application procedure and made the following motion.

**MOTION:** To amend Section 5.12.060 – Application procedure, number 9 to add:  
Any shooting sports facility in operation prior to the passage of this ordinance may, when applying for the license required by Chapter 5.12, have an additional 2 years to comply with section 5.12.606 B-9, as long as at the time of the application they provide a site plan as set forth in section 5.12.180C.  
Ekberg/Young – unanimously approved.

Councilmember Young said he would like council to consider modifying the effective date of the ordinance making it subject to conditions such as agreement on hours of operation; acting in a safe manner; and upon the club actively pursuing other venue for operation. Councilmember Owel said that the amendments already made to the ordinance allowing exemptions allowed for phasing in of two of the more onerous issues.

Councilmember Ruffo suggested making the ordinance effective March 1, 2005.

Councilmember Owel said that council had been discussing this for two years, and applauded the efforts of the two parties in their efforts to mitigate the issues. She said that the hours of operations as discussed are more than a compromise in favor of the Sportsman's Club and at the very minimum, should be complied with immediately.

Councilmember Ruffo argued that the club knows it has a problem, even though the neighbors should have known that the club was present through their covenants before they bought their homes. He said that he could empathize with Avalon Woods, adding that this is not the issue...the issue is what is right. He continued to say that the original issue raised was one of safety, which had been inconclusive, so it then became noise. He said that now, noise isn't even being addressed in the ordinance. He said he was confused on how Council had arrived at this ordinance. He said that the gun club had been here for over fifty years, is doing whatever possible to remain a viable operation, and has informed Council of their intent to move. Council is now a government entity interfering in what two parties are trying to work out on their own. He said that the two parties had almost reached an agreement, and then Council changed it further,

and now is attempting to mitigate the original ordinance by making sure that the club gets by with little cost. He said he thought what Council was doing is ridiculous, even though they have the community at heart. He said that he understands that the club makes noise, and yet the ordinance doesn't address this, only the hours of operation.

Councilmember Young said he had no idea how to go about regulating noise. He said that any attempt to set any reasonable decibel level would fail, as the club would exceed the level. He said that the club couldn't be shut down, and there is no way they can baffle the trap range.

Councilmember Ruffo suggested giving the parties another six months without Council involvement to reach accord. If at that time, the club hasn't indicated that they are moving, then Council could revisit a better ordinance than the one proposed, one with noise abatement. He added that technical research would be necessary. Councilmember Young said that the noise report did make recommendations and none were made for the trap range, as not much could be done.

Councilmember Ruffo said that in six months, if Council doesn't get a viable response from the club, closing the trap range could be an option. He said that the club has acted in good faith and Council has interjected themselves, which is prohibiting the club from trying to do what is right.

Councilmember Young stressed that none of those concessions would have been made if the city had not stepped in. They were not fenced until the city required it, and no noise baffling had been done to the rifle/pistol range until the city stepped in. He said that sooner or later, you have to have some government regulations. He continued to say that if you move next to an airport you expect a certain level of noise, but over time, that noise can change. He said he would want to stop a 747 from flying over his house.

Councilmember Owel said that airports are a part of the transportation infrastructure, and not analogous to a gun club. She said it would be irresponsible not to address an ordinance of gun clubs generally. She said she applauds the efforts toward mitigation, but believes an ordinance is necessary. She said that a noise ordinance is a separate issue.

**MOTION:** Move to adopt Ordinance No. 926 as amended.  
Owel/Ekberg –

Councilmember Picinich said he was against the times set and would vote against passage unless the club was allowed to remain open after five of the special shoots.

Councilmember Franich asked Mark Hoppen who has the final authority to revoke their business license. Mark explained that it would be up to Council under the revocation procedure of the business license code and described the procedure.

Councilmember Young said he would prefer to allow the Sportsman's Club incentives to move without having to incur a large expense. The city should allow these incentives by allowing the club to operate in the manner to which they are used to, as long as they agree to voluntarily abide by these hours of operation and keep Council apprised of their efforts to move. If the application is denied, and they remain in Gig Harbor, the ordinance would then take effect.

Councilmember Picinich said if you want to give the club incentives, strike the language closing them the weekend after a special event. Councilmember Ruffo explained that the incentive is not in the hours of operation but the delaying the effective date to see if the club is going to

move. He suggested a delay of four to six months that would allow Council to see where they are in the application process. Councilmember Young agreed that this would allow an ordinance to put in place a framework, and would allow the opportunity for the parties to come to an agreement on hours and to address other concerns.

Councilmember Dick said that his concern is the ultra-hazardous nature of shooting guns in the city, which the council is going to permit to continue. He said that the city regulates all sorts of activities, such as building height and setbacks, that aren't near a safety concern as something that can enter one property from another. He said that Council should adopt a regulatory framework, recognizing that there would be adjustments. He said that he would not like to jeopardize the possibility of the burden to the neighbors being lifted if the club finds a new location, but stressed that the city couldn't depend on that happening any time soon.

Councilmember Dick disagreed with Councilmember Ruffo's suggestion that this has nothing to do with noise, but said that he recognized that the city had to deal with not just how much noise, but when it occurs. Dealing with noise is a much longer process, but for now, the city can mitigate the concerns that have been discussed, but they can't be eliminated altogether. He said that limiting the number of hours is a mitigating response worthy of the Council's efforts, and at a later time, the amount of noise that is appropriate can be determined and dealt with on a separate basis. He said that he favored the ordinance as crafted.

Carol Morris suggested a compromise on page three, section 5.12.040, subsection B, to amend the language from three months to either six, eight or twelve months so that the club would not have to go to the expense of the application process, but the ordinance would be in effect. Councilmember Young said that he liked that suggestion as it sets the process and standards. He added that the club already operates safely, and with the amendments made by Councilmember Ekberg, the application process would be extended to allow the club to return with a completed land-use application in Kitsap County.

Councilmember Ruffo said that he has received assurance from the Sportsman's Club that they will know the status of the move some time this summer. He recommended giving the club at least nine months so that there will ample opportunity, and Council would not have to revisit the ordinance.

Councilmember Ekberg said that nine months is too long, as there has been a lot of discussion with many people. He said that the discussions have been productive and commended all parties for their participation. He said that a very good ordinance had been crafted and that the hours of operation need to be put into place sooner than a year. He said that three months is adequate.

**MOTION:** Move to amend page three, 5.12.040 – paragraph 'B' to read "...the shooting facility operator shall apply for an operating license no later than six months from the effective date of this chapter."  
Young/Franich – six voted in favor. Councilmember Ekberg voted no.

**MAIN MOTION:** Move to adopt Ordinance No. 926 as amended.  
Owel/Ekberg – roll call vote as follows:

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

Councilmember Ekberg asked for a short recess at 9:20 p.m. The meeting reconvened at 9:30

p.m.

**NEW BUSINESS:**

1. Ron Hanna – Pierce County Youth Assessment Center. Mr. Hanna said he was representing a non-profit organization called "A Change to Change" in partnership with Pierce County Juvenile Court. He gave an overview of this joint effort to keep the kids that are in security detention, and do not require this level of security, to be placed in an assessment center. He said that this has been tested and found successful around the United States. He described how the program works, and discussed the funding required for such a program. He said that they will be asking 23 municipalities in Pierce County to voluntarily provide a share of the \$300,000 part of the program after a 2-3 year trial to prove the program's success. He said that they are asking the Gates Foundation for the funding for this 3-year pilot program, and that there would also be a fee from parents who could afford it. He introduced his bosses and described the Ad Hoc Committee formed to develop the program. He thanked Council for allowing him to present the information.

Councilmember Franich asked to be excused from the meeting at this time.

2. Requested Amendments to the Pierce County Comprehensive Plan. John Vodopich explained that the city had received notice from Pierce County asking for comments on a number of Comprehensive Plan amendments made in regards to property located in and around Gig Harbor. He described the process to date. He said that the remaining applications are the Watland application, which City Council had support inclusion; the Chidester application, which the City Council recommended exclusion due to the wetlands; the Miller application, which City Council recommended exclusion; and a new application by Roby/Campen, for approximately 40 acres north of the Miller property. He asked for comments on these remaining applications to be submitted back to the County Council before their meeting on Wednesday. John answered Council's questions regarding the applications.

Jay Watland – 9610 85<sup>th</sup> Avenue NW. Mr. Watland said he was here to request Council's support of the inclusion of his property in the Urban Growth Area, adding that he has the support of County Councilmember Terry Lee. He answered Councilmember Dick's questions on zoning and density. Mark Hoppen clarified that to obtain sewer, the property owner would have to comply with the city's pre-annexation zoning regulations. Mr. Watland said that he would like the opportunity to begin planning for development of the property. He said that the wetlands consist of less than ½ acre, which is relatively insignificant.

Paul Miller – 917 Pacific Avenue. Mr. Miller said that this property was part of the UGA until this last comprehensive plan amendment. He said that it also had been part of an annexation effort last January. He described the only legal access off 88<sup>th</sup>, which runs through an employment center. He said logically, the property needs to remain part of the employment center. He asked that Council recommend that the property be placed back into the Urban Growth Area.

Councilmember Young commented on the applications. He said that he supported the Watland inclusion, and talked about the bad planning surrounding the Miller property, placing rural residences next to an industrial area.

**MOTION:** Move to change the staff recommendation on to support application PA-18, to be included in the city's UGA..

Councilmember Ekberg asked for clarification on why the recommendation was not to include wetlands. John Vodopich explained that in the process to update the Gig Harbor Peninsula Community Plan with Pierce County, a staff-level analysis of the Urban Growth Boundary was done and recommendations were made on a number of areas that were believed to be encumbered by wetlands. He said that this area was removed, and other areas were included in the UGA.

Councilmember Ruffo asked Mr. Miller to comment on the wetlands. Mr. Miller said that the wetlands on this property are small as compared to others in the employment center. He said that anything developed in the area would have to take wetlands into account.

Councilmember Dick asked for clarification on the access streets. Mr. Miller explained that they had explored their options, and the only legal access is 88<sup>th</sup>.

Councilmembers asked about the Roby/Campen application. Mark Hoppen explained that the Roby/Campen property has considerable open space and availability and is adjacent to ED zoning. If it is developed as residential property, then Mr. Miller's property would be surrounded on three sides. It makes sense that if Mr. Miller's property should be ED zoned, then the Roby/Campen property should be ED as well. He recommended that Council make no recommendation on this application and to let Pierce County make the determination.

**RESTATED MOTION:** Move to change the staff recommendation on to support application PA-18, to be included in the city's UGA.  
Young/Ruffo – Four Councilmembers voted in favor.  
Councilmembers Dick and Ekberg voted no.

**MOTION:** Move to remove any recommendation to Pierce County on the Roby/Campen application.  
Young/Ruffo – unanimously approved.

**MOTION:** Move to approve the draft as amended.  
Ekberg/Young – unanimously approved.

3. Pavement Rating Survey Services – Consultant Services Contract. John Vodopich presented this professional services agreement for pavement rating survey of the city's streets and roads. He explained that the cost is over the anticipated amount due to an increase in the per lane mile cost and the inclusion of a ten-year rehabilitation plan and report. He said that staff feels that this report will be a valuable tool in anticipating future needs.

**MOTION:** Move to authorize the 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)  
Ruffo/Picinich – unanimously approved.

4. Resolution – Arbor Day Celebration. Mark Hoppen explained that the Arbor Day organization would like to celebrate Arbor Day in the lobby and training room at the Civic Center, and adoption of the resolution would make it a city activity and would allow them to use



the facility at no cost. He addressed Councilmember Ruffo's concerns that this sets a precedent.

**MOTION:** Move to adopt Resolution No. 604.  
Young/Picinich – unanimously approved.

5. Resolution – Ad Hoc Committees for the Skansie Property and the Wilkinson Property. Mark Hoppen explained that it makes sense to allow the citizens to have an opportunity to speak to the use of these two properties. He discussed the historical nature of both properties, and stressed the need for this to be preserved. He said that this would allow an opportunity for an assessment on how these properties will be developed. He said that this resolution outlines this process by establishing two Ad Hoc Committees of no more than 15 people each, to meet no more than five times with two public hearings to be held from March until June. Each committee would report back to Council with the results. He said that members of the Maritime Pier Committee and the Historical Society were in the audience.

Lita Dawn Stanton – 111 Raft Island. Ms. Stanton handed out historical books for Council to review. She explained that the Skansie Brothers' property satisfies every item on the National Trust for Historic Preservation's list, and that the property represents two of Gig Harbor's historic industries, boat building and fishing. She said that restoring the facility without destroying the historic value is an art that will require a level of expertise, including a preservationist with maritime development experience. She said it would also be of cultural value to ask a member of the Skansie family to be involved as well as local fishermen, and mentioned many names of persons who would be valuable members to serve on the committee to develop the Skansie property. She discussed Mike Vhlavovich, a local boat builder, who established Tacoma's first local waterfront heritage program and recently created an apprentice program for the Chesapeake Bay Maritime Museum Living History project. She said that Mike has offered to help, and plans to meet with the Maritime Pier Committee next month.

Dawn continued to say that the Maritime Pier Committee consists of a diverse group with a range of expertise, adding that it would become a burden for any one member to have to attend another committee meeting. She recommended combining their efforts with an Ad Hoc Committee for development of the Skansie Property. She added that Linda Gair has offered to represent the Downtown Retail Waterfront Association on the Pier Committee. She said that one of the goals of the Pier Committee is to not only identify locations for a pier, but to provide access to and preservation of a local, living waterfront heritage which is currently not available for the public to enjoy. She concluded by asking the Council to amend the Maritime Pier Committee Ad Hoc directives to include the research and to make recommendations for the development of the Skansie Brothers' Park. She said that her concern with the resolution is the limit of five meetings, which may not allow enough time to allow the level of expertise needed for this project.

Mayor Wilbert explained that the process was to gain public ideas. Councilmember Dick asked for clarification from Lita Dawn. She recommended some initial meetings with the preservationist to include Michael Vhlavovich before the five public meetings are held. She stressed that four months might not be sufficient. Mark Hoppen explained that the committee is not intended to provide the level of professional focus that will occur when the formal design process begins. He said that it is intended to provide a democratic access to allow the citizens to comment and to allow an early screening process for ideas.

Councilmember Ekberg recommended amending the resolution to include a preservationist on each committee.

**MOTION:** Move to amend the resolution to include an historic preservationist in the fifteen members of each Ad Hoc Committee.  
Ekberg/Ruffo – unanimously approved.

**MOTION:** Move to adopt Resolution No. 605 as amended.

Nick Tarabochia – 8021 Shirley Avenue. Mr. Tarabochia voiced his concern that the meetings would all be held when the fishermen were not present and asked for consideration to extend the date until later in the year. He said that he personally would be leaving in May and returning in September which would make it difficult for him to participate.

Councilmember Dick recommended obtaining the information from the fishermen early in the process. Mark suggested having the public hearings in March or April before the fishermen leave, and delay any formal design work until after September.

Councilmember Young said that he liked Lita Dawn's idea to use the Maritime Pier Committee for the Skansie Property.

Guy Hoppen – 8402 Goodman Drive. Mr. Hoppen said that the Skansie Property, more than any other, will help define the public waterfront, adding that the Maritime Pier Committee members are dedicated to the historic preservation of any waterfront property. He said that the members are interested in this endeavor and their expertise is in the waterfront area of Gig Harbor.

Chris Erlich – 6910 79<sup>th</sup> St. NW. Ms. Erlich spoke on behalf of the Board of Trustees and Historical Society. She commended Council for including a preservationist on both committees. She suggested that before the process is turned over for public input, that Council provide the public with the knowledge that historic preservation is the key value for the two properties and to allow this ideal to guide any suggestions for uses.

Councilmember Ruffo said that he thought this was a good process to be used for the development of all public park property acquired. He asked for clarification on the interaction between these committees and the Council's Parks Advisory Committee. Mark said that the Parks Committee would review the recommendations from the Ad Hoc Committees before they are presented to Council.

Councilmember Young asked if it would be appropriate to make a motion to use the Maritime Pier Committee for the Skansie Property rather than establishing a whole new group. Mark said that it was important to include people that work or own property in the city. Councilmember Owel said that this is a general resolution, and that she has faith in the Mayor's ability to appoint good committees.

**RESTATED MOTION:** Move to adopt Resolution No. 605 as amended.  
Picinich/Owel – unanimously approved.

**STAFF REPORTS:** None.

**PUBLIC COMMENT:** None.

**COUNCIL COMMENTS / MAYOR'S REPORT:**

Request for Council Committees and Nomination to the Zoo/Trek Authority Board. No verbal report given.

Mayor Wilbert said that she would leave a variety of mail for Council to review on the shelf in the Council office.

**ADJOURN:**

**MOTION:** Move to adjourn at 10:46 p.m.  
Ruffo/Picinich - unanimously approved.

CD recorder utilized:  
Disc #1 Tracks 1-5  
Disc #2 Tracks 1-6  
Disc #3 Tracks 1-5

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Gretchen Wilbert, Mayor

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City Clerk

RECEIVED  
FEB 14 2003  
OFFICE OF GIG HARBOR

## IMPORTANT - MEETING NOTICE

MEMORANDUM

February 6, 2003

**To:** General Assembly Members and Interested Parties

**From:** Councilmember Richard McIver, President  
Puget Sound Regional Council

**Subject:** Meeting Date for General Assembly Meeting

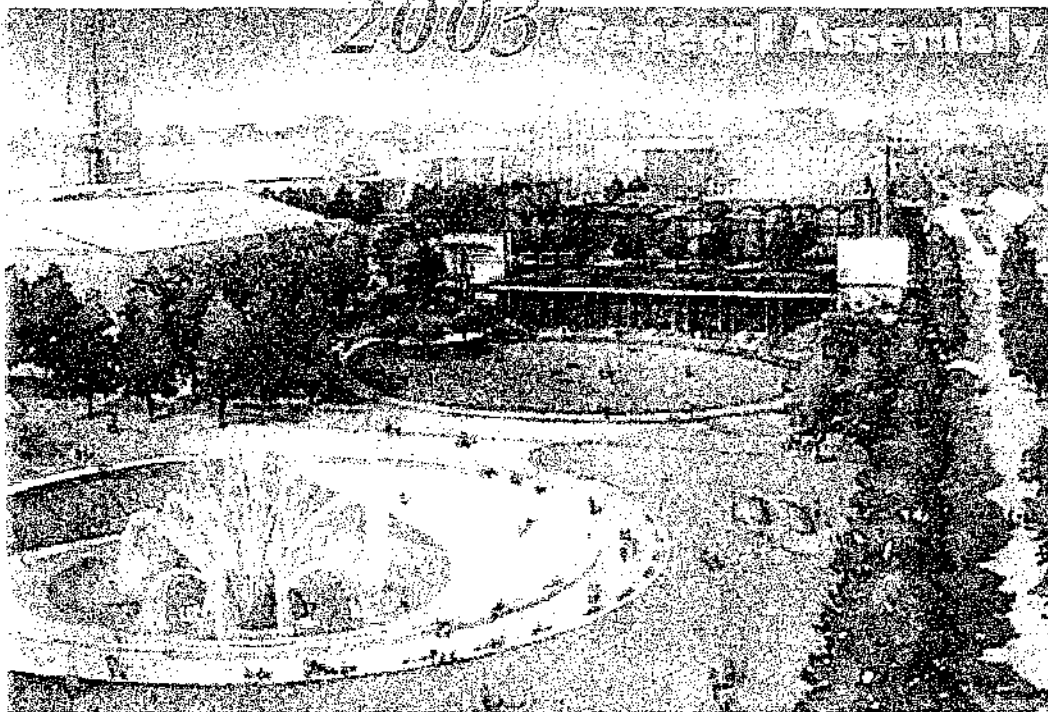
The General Assembly will meet on **Thursday, March 20, 2003**, to elect new officers and approve the FY 2004-2005 Budget and Work Program. After the business meeting will be a one-hour social, followed by the General Assembly dinner.

At the dinner we will present the VISION 2020 Awards, which recognize innovative efforts in our region that help implement VISION 2020. At the dinner we will celebrate this year's VISION 2020 Award winners. The awards are a highlight of the Assembly and are a great opportunity to honor and learn about some of the very best work being done to achieve our growth and transportation strategy.

All county executives, commissioners, mayors, councilmembers, and other representatives of member jurisdictions are encouraged to attend the General Assembly. An agenda will be mailed to all Assembly members early in March. A registration form is enclosed.

**Please mark your calendars:**

**GENERAL ASSEMBLY MEETING  
THURSDAY, MARCH 20, 2003  
3:30 - 8:00 P.M.  
SEATTLE CENTER  
FISHER PAVILLION  
SEATTLE, WA**



**Thursday, March 20, 2003 • Fisher Pavillion • Seattle Center**

Registration	opens at 2:30 PM
Business Meeting	3:30-5:30 PM
No Host Social	5:30-6:30 PM
Dinner and VISION 2020 Awards	6:30-8:30 PM

- Yes, I will attend both the Business Meeting and Dinner.
- Yes, I will attend the Business Meeting only.
- Yes, I will attend the Dinner only.
- Sorry, I will not be able to attend.

Cost for dinner: **\$35.00**

Please send Purchase Order Number or make check payable to **PUGET SOUND REGIONAL COUNCIL**

My choice for dinner:  Grilled King Salmon with Sherry Dill Sauce   
 Grilled Ribeye with Port Wine Rosemary Sauce   
 Chicken Breast with Olives, Leeks, Capers and Mozzarella   
 Butternut Squash, Spinach, Oregon Blue Cheese and Hazelnut Lasagna

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

JURISDICTION/ORGANIZATION \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_ FAX \_\_\_\_\_ EMAIL \_\_\_\_\_

Please mail or FAX your registration by Friday, March 14, to: Sylvia Nelson/PUGET SOUND REGIONAL COUNCIL  
1011 Western Avenue, Suite 500  
Seattle, Washington 98104  
FAX 206-587-4825

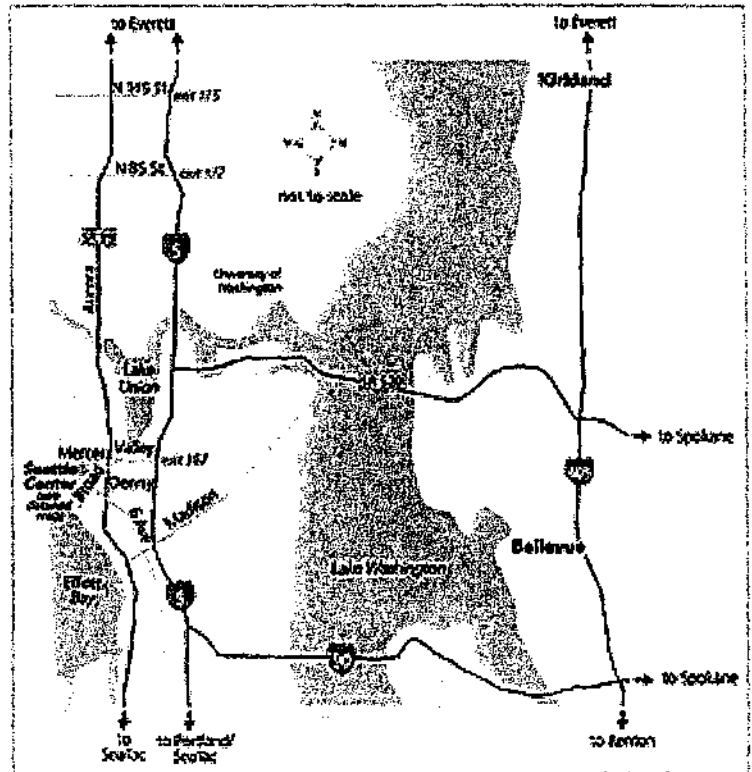
If you have any questions, please call Sylvia Nelson at the Regional Council, 206-464-7518.

## Directions to Seattle Center

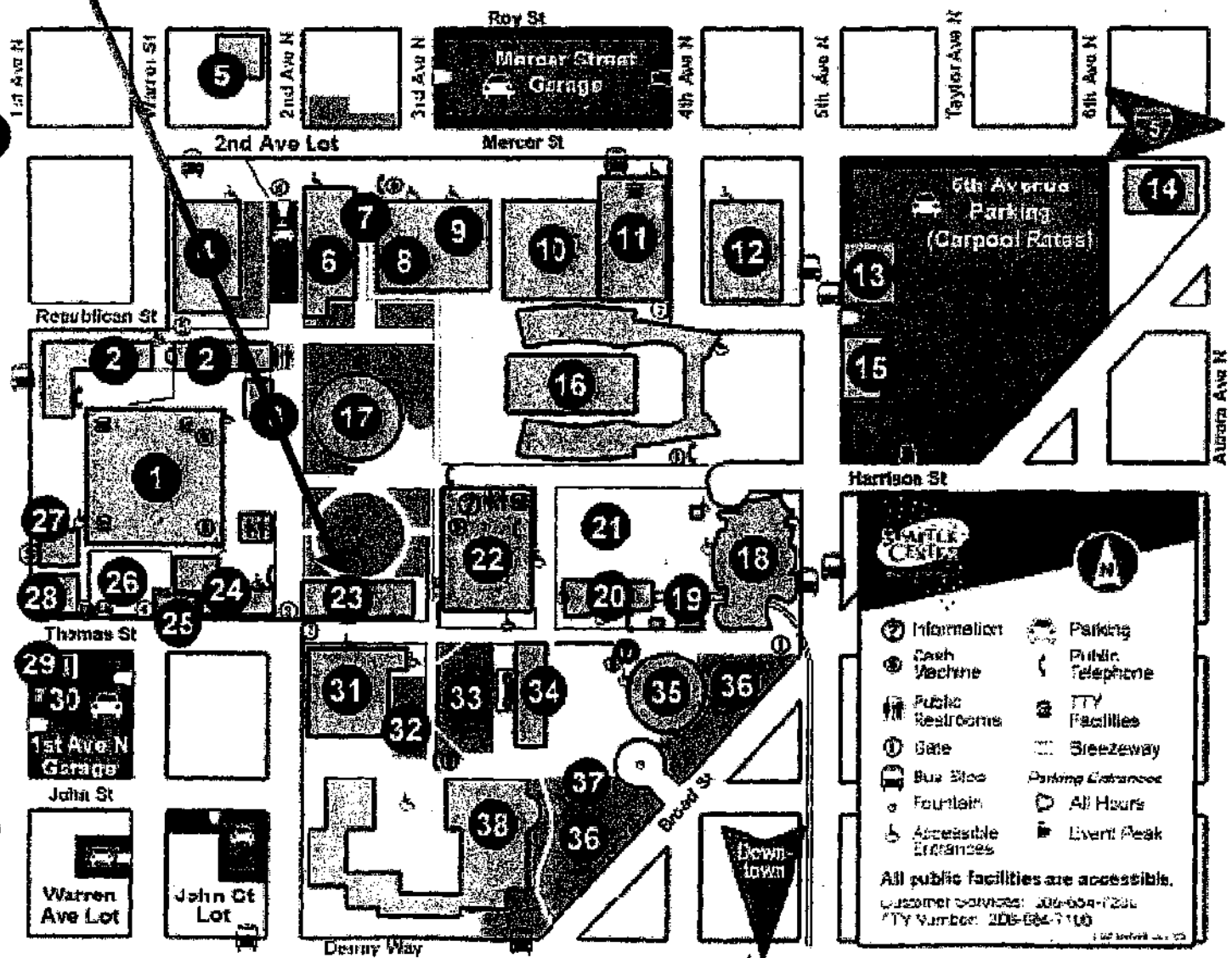
### From I-5:

- Take the Mercer Street/Seattle Center exit (exit 167).
- At the first traffic light, turn right on to Fairview.
- At the next light, turn left on to Broad Street.
- Turn right on to 5<sup>th</sup> Avenue North.
- Turn left on to Roy Street (one way street).
- Turn left on to 3rd Avenue North. The entrance to the Mercer Street Garage is on the left.

Fisher Pavillion is in the center of the Seattle Center grounds (directly south of the International Fountain and west of the Center House).



Fisher Pavillion is #23 on the map below.



**Fred Rider**  
2150 SW Salsbury Ave  
Chehalis, WA 98532  
(360) 748-1615

RECEIVED  
FEB 13 2003  
CITY OF GIG HARBOR

February 11, 2003

The Honorable Gretchen Wilbert  
3105 Judson St  
Gig Harbor, WA 98335

Dear Honorable Gretchen Wilbert:

As a fellow elected official, I am writing to alert you to misrepresentations being made to the people of this state on the issue of gaming.

Recently, you probably received the same letter that I did from Citizens Against Gambling Expansion (C.A.G.E.) opposing any expansion of gambling. It urged us to oppose "some state elected officials" seeking to allow non-tribal gaming venues to have the same electronic scratch ticket machines, or pseudo-slot machines, as tribal casinos have. The website for C.A.G.E., however, is registered to the public relations firm that represents the tribal casino coalition. It appears that C.A.G.E. is a front for the tribal casinos, masquerading as a citizens' organization. A request to the Public Disclosure Commission reveals that C.A.G.E. registered as a political committee only after it mailed to voters across the state. Its mailings and website fail to reveal who finances its operations.

The irony of this campaign is that the very groups funding C.A.G.E. are in the process of a massive expansion of gaming in this state. New mega-casinos are being built for the Puyallup and Tulalip Tribes and the Muckleshoot Tribe is contemplating another. Newly recognized tribes such as the Snoqualmie and the Cowlitz are looking to develop initial casino operations. The question before the Legislature is not whether the state should allow expansion of gambling. That issue has already been decided. The question is whether charities, fraternal organizations, pull-tab operators, cardrooms and racetracks shall be given the opportunity to compete with tribes for those gaming proceeds. This issue is more about fairness and equity than it is about expansion of gambling.

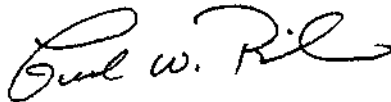
There is a fair and open debate being waged in Olympia about our state's gaming policy. I urge you to listen to both sides and judge the merits for yourself. The question of whether state policy should maintain a monopoly on the most popular form of gaming – slot machines – for tribal casinos at the expense of charitable bingo halls, bowling alleys and other small businesses affects all of us. It deserves a presentation of facts, not fears, and honesty, not artfulness, in our representations.

I am familiar with the proposal before the Legislature. I am also familiar with the gaming issue, having worked for both a tribal casino and a non-tribal cardroom. A number of the issues raised by C.A.G.E are addressed in the attached "Facts About the Entertainment Industry Coalition Proposal" that proponents have put out. I urge you to study them, as I believe it is important to weigh both sides of this argument fairly.

As a city councilman, I have watched the tax revenues from gaming to Chehalis shrink dramatically after the Lucky Eagle Casino opened. From 1996 to 2001 we lost 33% of our gaming taxes due to the tribal monopoly on machine gaming. The city of Kent saw a 43% drop and King County a 39% drop in the same period of time. The proposed legislation will more than restore that lost income, generating tens of millions a year to cities and counties (see attached.) It will give a new income stream to our local charitable bingo halls and help save local jobs at our bowling alleys and restaurants.

I implore you, please review and understand the facts before you jump into supporting the C.A.G.E. Make an informed judgment, not a rash one.

Sincerely,

A handwritten signature in black ink, appearing to read "Fred W. Rider". The signature is fluid and cursive, with the first name "Fred" and last name "Rider" clearly legible.

Fred Rider, Council member  
Chehalis City Council



## The Facts About the EIC Proposal

### Question:

*Is this really going to bring about convenience store gambling like the tribes say?*

That is utterly false. The EIC proposal will require that the operator qualify for a bingo, commercial stimulant or enhanced cardroom license before they may operate machines, and that the machines are placed in an age-restricted area. The footprint of gaming in this state will, therefore, not be increased. Machines will not be in 7-11s or your neighborhood grocery store or Starbucks.

Most players will be those who currently play pulltabs, bingo or electronic pseudo-slots. Unlike state lottery tickets sold by the state in many types of outlets, you do not presently find pulltabs and bingo operations on every corner, nor will you find machine gaming everywhere.

### Assertion:

*The EIC proposal will flood the state with video slot machines. Washington State will be left with 400 new casinos.<sup>1</sup>*

### Fact:

The number of machines that the Governor and the Gambling Commission have awarded to the tribes automatically caps any new authority in machine gaming. What "flood" of new gaming is planned in Washington comes from the announced plans of Washington's tribes and their authority to each open a second casino. The Puyallup are about to begin a \$200 million+ destination casino with convention facilities, nine restaurants and a shopping arcade. The Tulalips have a \$90 million casino due to open this year. The Stillaquamish have moved dozens of families out of tribal housing to establish a new casino in the I-5 corridor, the Swinomish announced they are seeking financing for an expansion near Anacortes and the newly recognized Snoqualmies are awaiting BIA approval to transfer land along I-90 near North Bend into trust land for establishment of a new casino.

Changes in tribal compacts this past year now allow every gaming tribe to operate two casinos with a maximum of 2000 machines per casino.

The "400 new casinos" is a red herring. To be a casino presumably you need to offer card games. There are only 74 licensed and operating cardrooms outside the tribal casinos. To create 400 new casinos, there would have to be 400 separate new applications for cardrooms. The EIC bill neither creates new casinos nor does it make it any easier to become a cardroom, a proposition that costs in excess of \$3 million and requires an extensive review by the Gambling Commission.

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<sup>1</sup> January 21, 2003, press release from Washington Coalition for Tribal Self-Reliance.  
Last Modified 1-26-03

**Assertion:**

*"The EIC proposal will upset economic development in rural areas of our state."<sup>2</sup>*

**Fact:**

Tribal and non-tribal gaming coexist in numerous states, including Oregon, Montana, Missouri, Iowa, Mississippi, Colorado and numerous other states. The Coalition for Tribal Self-Reliance has provided no evidence, either in Washington or other states, that non-tribal gaming hinders rural economic development. Tribes in Oregon, where video poker has been run for ten years by the state lottery, are undertaking massive expansions, including two new casinos in rural areas. In Evansville, Illinois, the Miami of Oklahoma tribe is planning on opening a casino to compete with private riverboat casinos. The tribe can open a casino in Gary without hurting the existing riverboat casinos, according to a new study paid for by the tribe and released to city officials according to an October 13<sup>th</sup> story in the Evansville Courier and Press.

The evidence in other states and the announced plans of Washington's tribes to invest hundreds of millions in new casino expansion belies the claim that competition will hinder tribal economic development. The EIC proposal was first introduced in the 2002 Legislature, before the announcements by the Puyallup, Snoqualmie, Kalispell, Swinomish, Stillaquamish or Chehalis tribes of plans for new casino development. Those plans were made with full knowledge that the Legislature was considering breaking the tribal monopoly on machine gaming.

**Assertion:**

*Adding this many new machines will lead to an upsurge in problem gambling.*

**Fact:**

There is no evidence to support this assertion. If it were true, we would expect to have seen a jump in the number of problem gamblers in Oregon over the last ten years that video poker machines have been in play. That has not been the case. In testimony before the House Finance Committee on February 21<sup>st</sup>, 2002, David Hooper, the public information director for the Oregon Lottery, addressed the question of problem gambling. "The state (Oregon) did it's first prevalence study of problem gambling in 1996 (and) found a combined rate of 3.3 % or problem and pathological gambling ... A second study was done in 2000 and they actually found a decline in the problem gambling prevalency rate to 2.3 combined ... a 33% reduction over the prior study."

Studies done by the Washington State Council on Problem Gambling in 1993 and 1999 show that the incidence of problem gambling in Washington State has stayed relatively level or slightly declined, despite the introduction of tribal casinos and enhanced cardrooms.

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<sup>2</sup> January 21, 2003, press release from Washington Coalition for Tribal Self-Reliance.  
Last Modified 1-26-03

**Question:**

*Who is the EIC and who will benefit from breaking the tribal monopoly on machine gaming?*

**Answer:**

The tribes would have you believe that the EIC proposal is about “for-profit” gaming interests trying to line their pockets. They deliberately ignore the hundreds of charities and fraternal and service organizations that have relied on gaming to fund their good works. The EIC coalition consists of both non-profit charities – like the Spokane Big Brothers, Big Sisters and Tacoma’s Gateways for Youth and Families – and small businesses, such as bowling alleys and taverns. They have two things in common. In the ‘70s, the State Legislature cracked open the long-standing prohibition against gaming (horse racing being the notable exception) to narrowly benefit both charities and small restaurants and taverns. Secondly, they both have seen a disastrous drop in their gaming revenues, forcing hundreds of them to close. Since 1986, the number of charitable bingo operations has dropped from 562 to 146. In the past ten years, the number of licensed taverns has dropped 37%.<sup>3</sup>

The financial benefits of breaking the monopoly on machine gaming will accrue to hundreds of charities, fraternal organization, service clubs, and small businesses, almost every city and county in this state and every Washington State taxpayer. Precisely because tribal gaming and tribal enterprises are exempt from municipal and state taxation, bringing competition from charities and small businesses will stem the tide of lost taxes and reduce the size of cuts in human services, public safety, roads and education that would otherwise be forced on lawmakers.

**Assertion:**

*The state won’t get help on its budget problems from expanding gaming. “It would be some time, if ever, before the state will see significant new revenue. Furthermore, based on our experience and estimates by the Gambling Commission, projections of new revenue for the state are wildly optimistic...”<sup>4</sup>*

**Fact:**

That’s inconsistent with what the tribes have testified to the Legislature. The tribal testimony before the Senate Labor and Commerce Committee last session was that tribal machines averaged “between \$200 to \$300 per day,” and in a quote in the July 11<sup>th</sup> Tacoma News Tribune, the manager of the Emerald Queen Casino said he expected the expense of retrofitting the old bingo facility would quickly be recovered in profits from the machines. He said, “You do the math. We’ll have 650 machines and they each should net between \$250 and \$300 a day.” That is hardly a low-profit operation, considering that personnel costs to maintain the machines are extremely low. The newspaper estimated the tribe would make a daily profit of more than \$150,000 per day. Actual results according to what we have been told are closer to \$350 per day per machine. “We’re breaking records every weekend. Business is phenomenal.”<sup>5</sup>

<sup>3</sup> Washington State Gambling Commission Annual Reports for 1996 and 2001.

<sup>4</sup> Source: September 20<sup>th</sup> letter from Washington Coalition for Tribal Self-Reliance.

<sup>5</sup> Tacoma News Tribune article from September 5<sup>th</sup>, 2002.

Evidence from most other states that operate electronic video lottery or scratch ticket games is that they are wildly popular and profitable games. A survey of 15 other states with privately operated machine gaming or state-owned video lottery games found that the average per machine, per day net revenues averaged \$210.<sup>6</sup> With the exception of four states, every state received over \$216 million annually in gaming tax revenues from machine gaming.

The EIC's estimates are based on Oregon's 9-year experience with video poker machines – a less popular form of electronic gaming – in a state that also has tribal electronic lottery systems. During the 2002 Legislative Session, the staff of the Oregon Lottery testified before the House Finance Committee on February 22<sup>nd</sup> of 2002 that in a mature market, video poker averaged \$143 per machine, statewide.

Finally, the state should realize revenue quickly from passage of the EIC proposal because adoption of rules and certification should be foreshortened. First, the EIC is asking for approval to operate the same, already approved, games as the tribes. The Commission already has rules and approved manufacturers for those games. Secondly, applicants would need to have an existing gaming license or qualify for a pulltab, bingo or enhanced cardroom license in order to qualify to operate machines. That means the Commission will already know most applicants.

The EIC has been in communication with the Washington State Gambling Commission staff about our proposal and the benefit to the state to expedited adoption of rules. The EIC is attempting to assure the bill language is compatible with the Commission's current rules and licensing requirements for tribal electronic scratch ticket games.

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<sup>6</sup> Survey conducted by EIC staff in September and October of 2002 of Iowa, Illinois, Indiana, West Virginia, Louisiana, Missouri, Michigan, Oregon, Montana, Colorado, South Dakota, New Mexico, Nevada, Delaware, and Mississippi.  
Last Modified 1-26-03

Punchboard/Pulltab operations; Casino's; Top 40 Bingo operators									
General assumption: County Tax 5%, State Tax 20%									
		# of machines per location							
		for Casinos +Bingo	Pulltab	Casinos	Top 40 Bingo		Total # of machines	Tax County	Tax State
Basis: \$ 150/machine and 364 days/year	125	9810	8625	5000		23435	\$63,977,000.00	\$255,908,000.00	
	100	9810	6900	4000		20710	\$56,538,300.00	\$226,153,200.00	
	75	9810	5175	3000		17985	\$49,099,050.00	\$196,396,200.00	
Basis: \$ 100/machine and 364 days/year	75	9810	5175	3000		17985	\$32,732,700.00	\$130,930,800.00	
Basis: \$ 175/machine and 364 days/year	75	9810	5175	3000		17985	\$57,282,225.00	\$229,128,900.00	
Basis: \$ 200/machine and 364 days/year	75	9810	5175	3000		17985	\$65,465,400.00	\$261,861,600.00	

Note: Data are based on 2001 earnings and licenses from WSGC report, KW

Punch board/ Pull tab operations, Casinos and Top 40 Bingo operators								
County	County name	No of machines Pulltab	No of Casinos	No of machines in Casinos	Top 40 Bingo	No of machines Bingo	Tax	Machines/County
1	Adams	40	0	0	0	0	\$109,200	40
2	Asotin	36	1	75	0	0	\$303,030	111
3	Benton	187	4	300	2	150	\$1,739,010	637
4	Chelan	166	0	0	0	0	\$453,180	166
5	Clallam	162	0	0	0	0	\$442,260	162
6	Clark	460	4	300	4	300	\$2,893,800	1060
7	Columbia	18	0	0	0	0	\$49,140	18
8	Cowlitz	270	1	75	2	150	\$1,351,350	495
9	Douglas	54	0	0	0	0	\$147,420	54
10	Ferry	30	0	0	0	0	\$81,900	30
11	Franklin	76	2	150	1	75	\$821,730	301
12	Garfield	12	0	0	0	0	\$32,760	12
13	Grant	212	1	75	0	0	\$783,510	287
14	Grays Harbor	324	1	75	0	0	\$1,088,270	399
15	Island	127	0	0	0	0	\$346,710	127
16	Jefferson	49	0	0	0	0	\$133,770	49
17	King	1713	21	1575	9	675	\$10,818,990	3963
18	Kitsap	309	3	225	2	150	\$1,867,320	684
19	Kittitas	112	3	225	0	0	\$920,010	337
20	Klickitat	48	0	0	0	0	\$131,040	48
21	Lewis	221	1	75	0	0	\$808,080	296
22	Lincoln	36	0	0	0	0	\$98,280	36
23	Mason	146	0	0	0	0	\$398,580	146
24	Okanogan	146	0	0	0	0	\$398,580	146
25	Pacific	162	0	0	0	0	\$442,260	162
26	Pend Oreille	52	0	0	0	0	\$141,960	52
27	Pierce	1242	9	675	4	300	\$6,052,410	2217
28	San Juan	44	0	0	0	0	\$120,120	44
29	Skagit	259	0	0	0	0	\$707,070	259
30	Skamania	20	0	0	0	0	\$54,600	20
31	Snohomish	1008	5	375	3	225	\$4,389,840	1608
32	Spokane	715	6	450	5	375	\$4,204,200	1540
33	Stevens	104	0	0	0	0	\$283,920	104
34	Thurston	362	1	75	0	0	\$1,193,010	437
35	Wahkiakum	12	0	0	0	0	\$32,760	12
36	Walla Walla	85	0	0	1	75	\$436,800	160
37	Whatcom	420	2	150	4	300	\$2,375,100	870
38	Whitman	36	0	0	0	0	\$98,280	36
39	Yakima	335	4	300	3	225	\$2,347,800	860
							Total # Machines	
<b>Grand Total</b>		<b>9810</b>		<b>5175</b>		<b>3000</b>	<b>\$49,099,050</b>	<b>17985</b>
							County	
							State	\$196,396,200
Each machine will earn average of \$150 for 364 days/year								
Tax County 5 %, State 20%								

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, March 2003 is being recognized as National Women's History Month in America and will hold a special significance as we contemplate the contribution of women within the workplace; and

**WHEREAS**, women in America were exploited in sweatshops in the late 19<sup>th</sup> and early 20<sup>th</sup> centuries; and

**WHEREAS**, American women's first recognized experience working outside the home was over 60 years ago with the onset of World War II; and

**WHEREAS**, their contributions working in the shipyards as the men went off to war was an experience new to women; and

**WHEREAS**, women began to realize they could try and balance their main responsibility of homemaker with outside employment; and

**WHEREAS**, women have progressed to serving in the military, leaders in volunteerism, the peace movement, scientific arenas, and corporations; and

**WHEREAS**, all citizens recognize the contribution of women in the enhancement of the quality of life in our community; and

**WHEREAS**, the Mayor's birthday falls on the same day as Susan B. Anthony, a leader in the suffrage movement;

**NOW, THEREFORE**, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim March 2003 as

## **WOMEN'S HISTORY MONTH FOR THE YEAR 2003**

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

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24<sup>th</sup> day of February 2003.

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

\_\_\_\_\_  
Date

# PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

**WHEREAS**, one of the oldest and most recognized humanitarian organizations, the American Red Cross of Tacoma-Pierce County has been an integral part of the Pierce County community for over 105 years, always there providing compassionate care and support when disasters strike and other crises threaten local families; and

**WHEREAS**, , preparedness and vigilance are the hallmarks of our new national reality, and planning for disaster is an essential step. The American Red Cross leading the way by urging families, businesses, and schools to work together in making our communities safer ; and

**WHEREAS**, military personnel and their families rely on the American Red Cross to provide 24-hour emergency communications and a caring presence when service men and women are separated from their families; and

**WHEREAS**, the Red Cross is saving lives by teaching our community first aid and CPR, water safety, HIV/AIDS prevention education, babysitter's training, and disaster preparedness; and

**WHEREAS**, the American Red Cross of Tacoma-Pierce County is always seeking new ways to touch more lives through the development of innovative and collaborative senior programs such as the Red Cross Senior Lunch Sites, Home Delivered Meals Program, Friendly Visitors, Mobile Market, and the Retired Senior Volunteer Program; and

**WHEREAS**, the work of the American Red Cross is performed primarily by volunteers who dedicate thousands of hours in helping their neighbors, exemplifying the spirit of community and helping those in need; and

**WHEREAS**, I urge everyone to become actively involved in furthering the humanitarian mission of the American Red Cross of Tacoma-Pierce County and follow these simple steps in support – Build a Kit, Make a Plan, Get Trained, and Become a Red Cross Volunteer; and

**NOW, THEREFORE, I, Gretchen A. Wilbert, Mayor of the City of Gig Harbor, do proclaim March, 2003 as**

## ***American Red Cross Month***

in the City of Gig Harbor, and I urge our community to acknowledge and support the important and noble mission of the American Red Cross of Tacoma-Pierce County during March as Red Cross Month and throughout the year.

**In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 24<sup>th</sup> day of March, 2003.**

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

\_\_\_\_\_  
Date





'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: CITY PROSECUTOR CONTRACT**  
**DATE: FEBRUARY 17, 2003**

**INFORMATION/BACKGROUND**

The attached contract renews Brenda Bono for the year 2003 as City Prosecutor. Both the Chief of Police and Court Administrator report a sound, successful, working relationship between the City Prosecutor and their departments. Contract rates are identical to 2002.

**RECOMMENDATION**

Staff recommends that the City Council motion to authorize the Mayor to sign the attached contract for prosecutor services.

**CITY PROSECUTOR  
AGREEMENT FOR SERVICES**

**THE PARTIES:**

The parties to this Agreement are as follows: **Brenda M. Bono**, hereinafter referred to as "Attorney"; and **THE, CITY OF GIG HARBOR**, hereinafter referred to as "City".

**PURPOSE:**

The purpose of this Agreement is to set forth the terms of the Agreement between the parties whereby the City agrees to hire Attorney for the City of Gig Harbor and Attorney agrees to provide legal services for the city relative to prosecuting of cases and other related matters.

**CONSIDERATION:**

The consideration for this Agreement consists of the mutual covenants and conditions contained herein and the mutual legal benefits and detriments arising from this Agreement.

**THE AGREEMENT:**

The parties hereto agree as follows:

1. **Duties.** Attorney or her associate shall at all times faithfully, industriously, and to the best of her/their ability and experience, perform all of the duties that may be required of her/them pursuant to the express and implicit terms of this Agreement and pursuant to the rules of professional ethics.
2. **Discrimination.** Attorney agrees not to discriminate against any person in the performance of this Agreement because of race, creed, color, national origin, marital status, sex, age, or physical, mental or sensory handicap, except where a bona fide occupational qualification exists.
3. **Reimbursement.** The City shall retain Attorney for the following works and shall reimburse the Attorney at the following rates.
  - a. Preparation and appearances for cases assigned to Attorney by the City in any Court, including without limitation, the Gig Harbor Municipal Court, Pierce County Superior Court and the Appellate Courts of the State of Washington.

- b. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance her duties.
  - c. The City shall pay to attorney the yearly amount of \$65,000 in monthly installments as invoiced by attorney. Any and all time spent in preparation for or appearances related to Appellate Courts other than Superior Court shall be compensated to attorney by the City at an hourly rate of not more than \$125.00 per hour.
4. Coverage Attorney. It is agreed and understood that it is the responsibility of the Attorney to be present at all Court hearings for which she has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that she is not precluded from other employment so long as there is no interference with the performance of her duties as set forth herein. The Attorney shall compensate such counsel obtained to pro tem for the Attorney in such instances. Should she be unable to perform her duties for any reason, including illness, the Attorney shall provide for full coverage of all duties to be performed under this Agreement by an attorney duly licensed in the State of Washington. The Coverage Attorney shall be approved in advance by the City and shall provide proof of malpractice coverage and be duly sworn to perform the duties of prosecutor. Such Coverage Attorney shall be compensated by the Attorney and the Attorney, Coverage Attorney and all agents and employees of the Attorney shall be independent contractors. The Attorney promises to hold harmless and indemnify the City from all employee-related costs, fees, benefits, wages and/or taxes of any kind or nature, and any and all fees for services and costs related to the services of the Coverage Attorney.
  5. Subcontracting or Assignment. Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
  6. Required Notices. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
  7. Insurance. The Attorney shall be a named insured on the City's policy of errors and omissions insurance for liability for her acts and omissions when acting within the scope of her duties as City Prosecutor for the City.
  8. Hold Harmless. Attorney agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments, or awards of damages, arising out of or resulting from the acts, errors or omissions of Attorney. The City agrees to indemnify, hold harmless, and defend Attorney from and against any and all claims, judgments or awards of

damages, arising out of or resulting from the acts, errors or omissions of the city, its elected and appointed officials, employees and agents.

9. **Independent Contractor.** The Attorney is and shall be at all times during the term of this Agreement an independent contractor and shall indemnify and hold harmless the City from all costs associated with the wages and benefits of the Attorney's employees or of a Coverage Attorney engaged pursuant to this Agreement.
10. **Rules of Professional Conduct.** All services provided by Attorney under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.
11. **Work of Other Clients.** Attorney may provide services for clients other than the city during the term of this Agreement, but will not do so where the same may constitute a conflict of interest unless the City, after full disclosure of the potential or actual conflict, consents in writing to the representation. Any potential conflicts shall be handled in accordance with the Rules of Professional Conduct referred to above.
12. **Termination.** This Agreement is a contract for the provision of professional services by the attorney to the City, and as such, the City as the client reserves the right to terminate the agreement without cause and without notice at any time. The attorney may, for any reason, terminate this Agreement, but in order to provide reasonable transition to other counsel and in fulfillment of the attorney's ethical obligation to the City as her client, promises she will provide sixty (60) days written notice to the City. The attorney shall also immediately notify the client in the event that the attorney's license to practice law in the state of Washington is revoked or suspended, in which case this Agreement shall be at an end.
13. **Complete Agreement.** This contract contains the complete agreement concerning the employment arrangement between the parties herein and shall, as of the effective date hereof, supersede all other agreements between the parties.
14. **Waiver or Modification.** No waiver or modification of this Agreement shall be valid unless in writing and duly executed by the party to be charged therein.

No evidence of any waiver or modification shall be offered or received in evidence of any proceeding, arbitration or litigation between the parties arising out of or affecting this Agreement or the rights or obligations of the parties hereunder, unless such waiver or modification is in writing duly executed by the parties. The parties further agree that the provisions of this section may not be waived except as herein set forth.

15. The term of this Agreement shall be one (1) year, commencing on the 1<sup>st</sup> day of March, 2003, and terminating on the 28<sup>th</sup> day of February, 2004, subject, however, to prior termination as provided hereinabove, or upon agreement of the parties.

DATED this \_\_\_\_ day of \_\_\_\_ February, 2003.

CITY OF GIG HARBOR:

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

ATTEST:

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

ATTORNEY:

\_\_\_\_\_  
Brenda M. Bono



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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FM: JOHN P. VODOPICH, AICP** *JV*  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**RE: WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**  
**CERTIFICATION ACCEPTANCE**  
**DATE: FEBRUARY 24, 2003**

#### **INTRODUCTION/BACKGROUND**

The City has been a Certified Agency allowing us to approve projects and administer construction of roadways that utilize federal funds since 1994. The State has requested a renewal of this certification for future projects that will utilize federal grant funds.

This Certification Acceptance renewal agreement has been reviewed and approved by Carol Morris, City Attorney.

City Council approval of the Certification Acceptance renewal agreement is being requested.

#### **FISCAL CONSIDERATIONS**

No funds will be expended for the approval of this Certification Acceptance Qualification Agreement.

#### **RECOMMENDATION**

I recommend that City Council approve this Certification Acceptance Qualification Agreement for future federally funded City projects.

# Certification Acceptance Qualification Agreement

AGENCY City of Gig Harbor

AGENCY NO. 490

The agency agrees to comply with the following requirements when developing all Federal Highway Administration (FHWA) projects under Full CA status.

1. Adherence to the *Local Agency Guidelines* and all policies and procedures promulgated by the Washington State Department of Transportation (WSDOT) which accomplish the policies and objectives set forth in Title 23, U.S. Code, Highways, and the regulations issued pursuant thereto.
2. The overall approval authorities and conditions will be as follows:
  - a. The project prospectus will be reviewed and approved by the following official.  
City Engineer
  - b. The local agency agreement will be reviewed and approved by the following official or officials.  
City Engineer, City Administrator, City council
  - c. The designs and environmental documents will be reviewed and approved by the following state of Washington registered Professional Civil Engineer.  
City Engineer
  - d. The hearing's findings (if required) will be reviewed and approved by the following official or officials.  
City Council / Hearings Examiner
  - e. The contract plans, specifications and estimate of cost will be reviewed and approved by the following state of Washington registered Professional Engineer.  
City Engineer
  - f. Agreements will be signed by the following responsible local official.

(1) Railroad	<u>N/A</u>
(2) Utility	<u>Mayor</u>
(3) Consultant	<u>Mayor</u>
(4) Technical Services	<u>City Engineer</u>
  - g. The award of contract will be signed by the following responsible local official.  
Mayor of Gig Harbor
  - h. All projects will be constructed in conformance with the Washington State Department of Transportation/American Public Works Association (WSDOT/APWA) current *Standard Specifications for Road, Bridge, and Municipal Construction* and such specifications that modify these specifications as appropriate. Multimodal enhancement projects shall be constructed in conformance with applicable state and local codes.

## **Certification Acceptance Qualification Agreement**

- i. The contract administration will be supervised by the following state of Washington registered Professional Civil Engineer.  
**City Engineer**
  
  - j. Construction administration and material sampling and testing will be accomplished in accordance with the *WSDOT Construction Manual and the Local Agency Guidelines*.
3. The agency agrees that they have the means to provide adequate expertise and will have support staff available to perform the functions being subdelegated. The support staff may include consultant or state services.
  4. The agency agrees that the signature on each project prospectus and local agency agreement will be consistent with section 2 above.
  5. All projects under Certification Acceptance shall be available for review by the FHWA and the state at any time and all project documents shall be retained and available for inspection during the plan development and construction stages and for a three year period following acceptance of the project by WSDOT.
  6. Approval of the local agency certification by the Assistant Secretary for Highways and Local Programs may be rescinded at any time upon local agency request or if, in the opinion of the Assistant Secretary for Highways and Local Programs, it is necessary to do so. The rescission may be applied to all or part of the programs or projects approved in the local agency certification.

\_\_\_\_\_  
**Mayor or Chairman Gretchen A. Wilbert**

\_\_\_\_\_  
**Date**

### **WASHINGTON STATE DEPARTMENT OF TRANSPORTATION**

Approved By: \_\_\_\_\_  
**Director, Highways and Local Programs**

\_\_\_\_\_  
**Date**





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** *John P. Vodopich*  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PURCHASE AND INSTALLATION AGREEMENT**  
**- SCADA SYSTEM PHASE II**  
**DATE: FEBRUARY 24, 2003**

#### **INTRODUCTION/BACKGROUND**

A Water Operating Objective in the 2003 Budget is to design and install Phase II of the telemetry system (SCADA) for the city's wells and storage reservoirs. The city water system comprehensive plan recommends a centralized telemetry system that can be based at the city Public Works Maintenance Facility. Technical Systems, Inc., an automation and control system design/engineering firm, was selected as the most qualified firm to perform the work. Their selection was based on their understanding of the project, familiarity with the site and area, and their previous design experience. They have also been selected to do the follow-up work in Phase II.

The price quotation received from Technical Systems, Inc., was in the amount of \$54,402.70, including sales tax.

#### **ISSUES/FISCAL IMPACT**

The purchase and installation of the SCADA System Phase II is within the allocated budgeted amount of \$70,000.00 and sufficient funds are available for this project from the Water Capital Fund Objective #1.

#### **RECOMMENDATION**

I recommend that the Council authorize the purchase and installation of the SCADA System Phase II from Technical Systems, Inc., for their price quotation proposal of fifty-four thousand four hundred two dollars and seventy cents (\$54,402.70), including sales tax.

**AGREEMENT FOR EQUIPMENT AND INSTALLATION SERVICES  
BETWEEN CITY OF GIG HARBOR AND TECHNICAL SYSTEMS, INC.**

THIS AGREEMENT, is made this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_\_, by and between the City of Gig Harbor (hereinafter the "City"), and Technical Systems, Inc., a Washington corporation, located and doing business at 2303 196<sup>TH</sup> Street SW, Lynnwood, Washington 98036, (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 equipment and services to be provided by the Contractor were described in a Request for Proposal for SCADA System for the Water and Emergency Management Systems, issued by the City, a copy of which is incorporated herein and attached hereto as **Exhibit A**. 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 SCADA system, plus electrical installation as clearly defined in Exhibit A. 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 Fifty-Four Thousand Four Hundred Two Dollars and Seventy Cents (\$54,402.70), including sales tax, for the services described in Section 1 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 August 1, 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. 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.

**VII. 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.

**VIII. 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.

**IX. 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.

**X. 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.

**XI. 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.

**XII. 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.

**XIII. 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. Technical Systems Inc. will warranty the labor and installation of materials for a one (1) year warranty period.

**XIV. 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.

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

**XVI. 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.

**XVII. 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.

**XVIII. 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.

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.

**Technical Systems, Inc., Contractor**

**THE CITY OF GIG HARBOR**

By: *Gary Conley*  
Its Vice-President

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

**Notices should be sent to:**

Technical Systems, Inc.  
Attn: Gary Conley, P.E.  
2303 196<sup>th</sup> Street SW  
Lynnwood, Washington 98036  
425-775-5696

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

**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 Technical Systems, Inc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

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

\_\_\_\_\_  
My Commission 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 (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: \_\_\_\_\_

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

\_\_\_\_\_  
(Print or type name)

NOTARY PUBLIC in and for the  
State of Washington,

Residing at \_\_\_\_\_

My Commission expires: \_\_\_\_\_



February 14, 2003

David Brereton  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: SCADA System Phase II Costs-Rev A

Dear Dave,

Please review the costs (below) for the additional items you want on your SCADA System. I have discussed some of the electrical with Greg Foote and I have noted where Greg will take care of the electrical, and I have noted areas where we will handle the electrical.

**Public Works Shop**

1. Weather Station---TSI will supply and install a weather station, program weather station software on the SCADA computer, includes installation of the sensor mast (windspeed, rainfall, temperature, barometric pressure, etc). Total Cost = **\$4,800**
2. SCADA!arm dialer software---TSI will supply and install SCADA!arm dialer software on the SCADA computer and complete all programming. The City will need to install a separate phone line to the SCADA computer for dialout. Total Cost = **\$5,700**
3. Laptop computer---TSI will supply a Panasonic Toughbook laptop computer, includes 256 MB RAM, 30 GB hard drive, network interface card, Windows 2000, CD-ROM, modem, battery, MS Office, PC Anywhere w/ 10 clients, magnesium-alloy case, spill resistant keyboard and touchpad, and shock mounted hard drive (it is a ruggedized laptop). This laptop may not have the same clarity/color screen as a normal laptop. Total cost = **\$7,103**.
4. Report Generation----TSI will program reports for up to 40 hours of programming, Total Cost = **\$3,400**
5. Training----TSI will supply 16 hours of training on the new SCADA system, Total Cost = **\$2,000** (includes prep time)

6. Project Management --- \$760

Well #3 Site

1. TSI will supply and install 3 phase amperage monitoring (current on each phase) on the well pump. This will include equipment (scanner device, cables) to monitor the existing soft start for this information. TSI will also supply programming at the RTU, MTU, and SCADA computer for this 3 phase monitoring. TSI will also supply, install and program a new analog input card for flow (flow meter completed by City of Gig Harbor). Total Cost = **\$1,956**. It is assumed that the City of Gig Harbor will run any conduit (if necessary) between the soft start and RTU. TSI will supply the communication cable.

Well #2 Site

1. TSI will supply and install 3 phase amperage monitoring (current on each phase) on the well pump. This will include equipment (scanner device, cables) to monitor the existing soft start for this information. TSI will also supply programming at the RTU, MTU, and SCADA computer for this 3 phase monitoring. TSI will also program the SCADA system for tank level. Total Cost = **\$1,796**. It is assumed that the City of Gig Harbor will run any conduit (if necessary) between the soft start and RTU. TSI will supply the communication cable. TSI will supply and install a new pressure transmitter for tank level at the East Reservoir. This pressure transmitter will communicate back to Well #2 over City supplied phone line. The supply and installation of this pressure transmitter is **\$1,880**

Well #4 Site

1. TSI will supply 3 phase amperage monitoring (current on each phase) on the well pump. Since there is no existing soft start at this location, TSI will supply three (3) single AC current sensors with power supply. TSI assumes that the City of Gig Harbor will install this equipment (approx 1 day to install) and run any wire/conduit necessary to the RTU. TSI will also supply programming at the RTU, MTU, and SCADA computer for this 3 phase monitoring. TSI will also supply and program two (2) new analog input cards at the RTU for the 3 phase monitoring, flow meters (supplied by Gig Harbor), and reservoir level transmitter. Total Cost = **\$2,976**. TSI will supply and install a new pressure transmitter for tank level. The supply and installation of this pressure transmitter is **\$1,880**. It is assumed that the City of Gig Harbor will run any conduit and wire between the field equipment and RTU.

## Exhibit A

### Well #5 & #6 Site

1. TSI will supply 3 phase amperage monitoring (current on each phase) on the well pump #5 and #6. This will include equipment (scanner device, cables) to monitor the existing soft start for this information on well #5. TSI will install the equipment at well #5. Unfortunately, the RTU can only talk to one soft start (in this case TSI chooses well #5). The other well pump in well #6 will have the 3 phase current measured with AC sensors similar to well #4. TSI assumes (as in well #4) that the City of Gig Harbor will install these AC sensors (approx 1 day) and run any conduit/wire to the RTU. Therefore TSI will supply the AC sensors, power supply and one new analog input card. TSI will also supply programming at the RTU, MTU, and SCADA computer for this 3 phase monitoring and the new flow meter (supplied by Gig Harbor). Total Cost = \$3,545. TSI will supply any communication cable.

### Skansie Reservoir:

1. Scope includes:

New enclosure

New Allen-Bradley RTU with radio, antenna, coax, etc.

New pressure transmitter for tank level

New intrusion switches

Connecting signals from new pressure transmitter and intrusion switches.

2. TSI will install the pressure transmitter and intrusion switches. TSI assumes that the City of Gig Harbor will perform any other electrical installation services, including the mounting of the RTU, antenna, conduit and wire.

Costs include:

Hardware, Engineering, Software, Testing, Startup, Commissioning :

\$11,407

**Total Cost for scope above including a rugged Panasonic laptop =  
\$49,203.00**

**Bonding Costs**

**\$984.00**

**Subtotal : \$50,187.00**

**Tax: \$4,215.70 (8.4%)**

**Total: \$54,402.70**

**Exhibit A**

Please let me know if you wish to proceed.

Thank-you.

Sincerely,

A handwritten signature in cursive script, appearing to read "Gary Conley".

Gary Conley, P.E.  
Vice-President  
Technical Systems, Inc.



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** *John*  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: TRAFFIC SIGNAL MAINTENANCE AGREEMENT**  
**DATE: FEBRUARY 24, 2003**

#### **INTRODUCTION/BACKGROUND**

Currently, the Washington State Department of Transportation (WSDOT) maintains and operates City-owned traffic signals at the following intersections:

- 1) Olympic Dr. NW/Hollycroft Street;
- 2) Olympic Dr. NW/Point Fosdick Dr. NW;
- 3) Pioneer Way/Kimball Drive; and
- 4) Pioneer Way/Grandview Street

These signals are electronically connected to the adjacent State-owned interchange traffic signals through an interconnect system. This interconnect allows the signals to "talk" to one another providing a constantly coordinated signal activation and timing sequence geared towards minimizing driver delay and excessive vehicle storage lengths. There is not, nor has there ever been, any written agreement between the State and the City for the State to perform City requested maintenance and operation of the City's traffic signals. Currently, the State responds to a City request for traffic signal maintenance on an "as-requested" City basis. The City is subsequently billed for the call out service. Typical requested services will include replacement of a burnt signal bulb and signal timing modifications. The State is now requiring the City and other jurisdictions to have an annually executed yearly traffic signal maintenance agreement in place.

The City Attorney has reviewed this agreement and she does not recommend the City sign this agreement, due to the contents of the first paragraph in Paragraph 4.0 INDEMNIFICATION, which in part states, "The CITY shall indemnify and hold the STATE and its agents, employees and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, action, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the STATE arising out of, in connection with, or incident to the execution of this AGREEMENT and/or CITY'S performance or failure to perform any aspect of this AGREEMENT".

City staff along with the City Attorney have had recent discussions with the State requesting the State modify the indemnification portion of the agreement. The State responded that they will not make the City requested changes and stated this is the same standard agreement sixteen other jurisdictions within the State have executed. They include the Cities of Sequim, Elma, Montesano, Port Angeles, Tacoma, and Sumner to name a few.

**FISCAL CONSIDERATIONS**

Sufficient funds are available within the street operating fund to fund the City requested traffic signal operation and maintenance costs.

**RECOMMENDATION**

Only WSDOT can maintain the inter-connect device that coordinates the lights on Pioneer Way and Olympic Drive. No other agency can or will perform this maintenance. Consequently, the City must sign this agreement or forego systemically functional signals at Pioneer/Grandview, Pioneer/Kimball, Olympic/Hollycroft, and Olympic/Point Fosdick. It is imperative that the City-owned traffic signals are maintained in a proper manner.

I recommend that the Council move for approval of the Master Agreement for Signal Maintenance with the Washington State Department of Transportation as presented.

**MASTER AGREEMENT FOR SIGNAL MAINTENANCE  
GMW-0008**

This **AGREEMENT** made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between the **State of Washington**, Department of Transportation, acting through the Secretary of Transportation, hereinafter called the "**STATE**", and the **City of Gig Harbor**, 3510 Grandview Street, Gig Harbor, Washington 98335, acting through the Mayor, hereinafter called the "**CITY**".

**WHEREAS**, the **STATE** owns traffic signal systems and the **CITY** owns traffic signal systems which are interconnected for the purpose of signal coordination, and

**WHEREAS**, the **CITY** does not have the resources to maintain the interconnected traffic signal systems, and

**WHEREAS**, it would be to the mutual benefit of the **STATE** and to the **CITY** for the **STATE** to perform the operation and maintenance of the subject traffic signals and to establish, in writing, each party's responsibility toward the operation and maintenance of the subject traffic signals, and

**WHEREAS**, there is a possibility of future occurrences of similar situations.

**NOW THEREFORE**, by virtue of **RCW 47.28.140** and in consideration of the terms, conditions, covenants, and performance contained herein or attached and made part of, **IT IS MUTUALLY AGREED AS FOLLOWS**:

**I  
GENERAL**

1.0 The **STATE** shall provide for the maintenance and operation of **CITY** owned signal systems as defined herein. Maintenance and operation shall include the following items:

1.01 Day to day operation of signal timing, to include coordination and adjustments.

1.02 Original signal phasing and timing plans and all revisions thereto, as determined by the **STATE**, shall be reviewed and approved by the **CITY's** Traffic Engineer before the plan and/or any revisions are implemented.

1.03 Removal and replacement of failed components (i.e. load switches, loop amplifiers, conflict monitors, etc.) inside the control cabinet.

1.04 Replacing signal lamps that burn out.

1.05 Annual signal head cleaning and relamping.



1.06 Maintaining all associated interconnects.

1.07 Maintaining accurate maintenance records, as to the time and materials used in completing the various tasks for each signal location.

1.1 The **STATE** is specifically excluded from doing the following work except when the **CITY** requests the **STATE** to perform the work at **CITY** expense. In that event, the **STATE** would commence said work upon execution by both parties of a **SIGNAL ASSIGNMENT FOR REPAIR OR REPLACEMENT**, as shown in **EXHIBIT "B"** attached hereto and by this reference made a part of this **AGREEMENT**.

1.11 Repair and/or replacement of strain poles, mast arms, failed loops, control cabinets, signal displays and other related devices.

1.12 Replacement of deteriorated signal equipment due to aging.

1.13 Painting (**CITY** to notify **STATE** of need).

1.2 In the event a condition exists resulting from storm damage, third party damage, unknown third party damage, or other reasons, the **STATE** may of their own volition, remove any obvious and immediate traffic hazards before notification by the **CITY**.

1.3 The **STATE** will provide the **CITY** with all information it possesses pertaining to any third party damage to the **CITY**'s signals.

1.4 The **STATE**'s response to a notice of defective condition that requires immediate action in the traffic control signal system (such as a black signal, a left turn burn out, a red light burn out, or any other dangerous signal operation) shall be such that, to the best of the **STATE**'s ability, the signal is operating and fully functional before the next peak hour following the occurrence of the defective condition.

1.5 The **CITY** will perform the following activities:

1.51 Repair of failed cabinet units which the **STATE** has removed and which will be returned to the **STATE** for reinstallation, replacement to the **STATE** of any failed controller components which the **STATE** has provided to maintain controller operation.

1.52 Repair of failed loops.

1.53 Maintain **CITY** owned intersection illumination.

## II SIGNAL ASSIGNMENT or DELETION

2.0 The Signal Assignment or Deletion document, as shown in **EXHIBIT "A"** attached hereto and by reference made a part of this **AGREEMENT**, shall include as a minimum a description of the signal(s) installation(s) or deletion(s) and location(s). The effective date of coverage or deletion shall be defined in the Signal Assignment or Deletion document.

2.1 The Signal Assignment or Deletion shall be signed on behalf of the **STATE** by the Region Administrator, or his designee. The **CITY**, by the Mayor, or his designee shall review the signal assignment or deletion document and indicate concurrence by signing and returning one copy of the document with original signature to the **STATE**.

## III PAYMENT

3.0 The **CITY** agrees to reimburse the **STATE** for actual direct and related indirect costs incurred due to the maintenance, repair, and operation of the **CITY** owned signal systems, and actual direct and related indirect costs arising from any required emergency repairs/replacements made to said signal systems. Payments shall be made by the **CITY**, upon request by the **STATE**, to cover said costs incurred. These payments are not to be more frequent than one (1) per month.

3.1 An itemized estimate of cost for work to be performed by the **STATE** at the **CITY**'s expense is shown on **EXHIBIT "C"**, attached hereto, and by this reference made a part of this **AGREEMENT**. The **CITY** agrees that **EXHIBIT "C"** can be updated at the **STATE**'s discretion to reflect rate increases upon thirty (30) days written notice to the **CITY**.

3.2 The **CITY** shall be responsible for the operational service billings associated with their signal systems, and for expenses associated with any utility relocation required in the future.

3.3 The **CITY** agrees that if payment for any billed work is not made to the **STATE** within forty-five (45) after the **CITY** has been billed for the work, the **STATE** may withhold any tax monies which the **CITY** is entitled to receive from the Motor Vehicle Fund until payment for the work is made in full to the **STATE**.

3.4 During the progress of any and all work assigned to the **STATE**, and for a period not less than three years from the date of payment to the **STATE** for that work, the records and accounts pertaining to said work and accounting therefore are to be kept available for inspection and audit by the **CITY**. Copies of all records, accounts, documents, or other data pertaining to the project will be furnished upon request to the **CITY**.

3.5 If any litigation, claim, or audit is commenced, the records and accounts along with supporting documentation shall be retained until all litigation, claim or audit finding has been resolved even though such litigation, claim, or audit continues past the three-year retention period.

3.6 In the event that it is determined that overpayment has been made to the **STATE** by the **CITY**, the **CITY** may at the **CITY**'s discretion bill the **STATE** for the amount of overpayment.

#### **IV INDEMNIFICATION**

4.0 The **CITY** shall indemnify and hold the **STATE** and its agents, employees and/or officers harmless from and shall process and defend at its own expense any and all claims, demands, suits at law or equity, action, penalties, losses, damages, or costs, of whatsoever kind or nature, brought against the **STATE** arising out of, in connection with, or incident to the execution of this **AGREEMENT** and/or **CITY**'s performance or failure to perform any aspect of this **AGREEMENT**. Provided, however, that if such claims are caused by or result from the concurrent negligence of (a) the **CITY** and (b) the **STATE**, its agents, employees and/or officers, this indemnity provision shall be valid and enforceable only to the extent of the negligence of **CITY**, and provided further, that nothing herein shall require **CITY** to hold harmless or defend the **STATE**, its agents, employees and/or officers from any claims arising from the sole negligence of the **STATE** and/or its agents, employees, and/or officers. All claims brought which arise out of, in connection with, or incident to the execution of this **AGREEMENT** will be forwarded to the **CITY** for initial handling. Any such claims believed to be caused by the concurrent or sole negligence of the **STATE** will be formally tendered to the General Administration/Office of Risk Management for handling under RCW 4.92.100. This indemnification shall survive any termination of this **AGREEMENT**.

#### **V TERM OF AGREEMENT**

5.0 The term of this **AGREEMENT** shall be for up to one year, beginning on the date first entered above, and ending on December 31 of that year. This **AGREEMENT** shall automatically be renewed on a calendar year basis unless written notice of termination is given by either party by the preceding November 1 of any such year. Failure of either party to notify the other of such termination on or before November 1 of any such year shall cause this **AGREEMENT** to automatically be renewed for the next ensuing calendar year.

5.1 Either the **STATE** or the **CITY** may terminate this **AGREEMENT** for any reason with written notice to the other party at the end of sixty (60) calendar days following receipt of notice.

Termination of this **AGREEMENT** shall constitute termination of all signal assignment documents as well.

**VI  
RIGHT OF ENTRY**

6.0 The **CITY** hereby grants and conveys to the **STATE** the right of entry upon all land which the **CITY** has interest, within or adjacent to the right of way of the highway, for the purpose of maintaining said improvements.

**VII  
LEGAL RELATIONS**

7.0 No liability shall attach to the **STATE** or the **CITY** by reason of entering into this **AGREEMENT** except as expressly provided herein.

**IN WITNESS WHEREOF**, the parties hereto have executed this **AGREEMENT** as of the day and year first above written.

**CITY OF GIG HARBOR (Pierce Co.)**

**STATE OF WASHINGTON  
DEPARTMENT OF TRANSPORTATION**

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

By: \_\_\_\_\_  
Asst. Region Administrator for Operations

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit "A"**  
**AGREEMENT NO. GMW-0008**  
**SIGNAL ASSIGNMENT No. 1**

This Signal Assignment, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between The **State of Washington**, Department of Transportation, by virtue of Title 47 RCW, hereinafter designated as the "STATE" and the **City of Gig Harbor**, 3510 Grandview Street, Gig Harbor, Washington 98335, hereinafter called the "CITY".

**WHEREAS**, Master Agreement Number **GMW-0008**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment or Deletion as if fully set forth herein.

**NOW THEREFORE**, it is mutually agreed as follows:

**Signal Assignment**

The work proposed under this Signal Assignment includes the maintenance of signal systems which have been constructed at the following locations:

1. Olympic Dr. NW/Hollycroft St.
2. Olympic Dr. NW/Point Fosdick Dr. NW
3. Pioneer Way/Kimball Dr.
4. Pioneer Way/Grandview St.

**Effective Date**

The effective date to start the above noted Signal Assignment work is \_\_\_\_\_, \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have executed this Signal Assignment or Deletion as of the day and year first above written.

**CITY OF GIG HARBOR** (Pierce Co.)

**STATE OF WASHINGTON**  
**DEPARTMENT OF TRANSPORTATION**

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

By: \_\_\_\_\_  
Asst. Region Administrator for Operations

**EXHIBIT "B"**  
**AGREEMENT NO. GMW-0008**  
**SIGNAL ASSIGNMENT FOR REPAIR OR REPLACEMENT**

This Signal Assignment for Repair or Replacement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, is by and between **The State of Washington, Department of Transportation**, by virtue of Title 47 RCW, hereinafter designated as the "STATE", and the **City of Gig Harbor**, 3510 Grandview Street, Gig Harbor, Washington 98335, hereinafter called the "CITY".

**WHEREAS**, Master Agreement Number **GMW-0008**, entered into between the **STATE** and the **CITY** is incorporated and by this reference, made a part of this Signal Assignment for Repair or Replacement as if fully set forth herein.

**NOW THEREFORE**, it is mutually agreed that the following work is to be performed by the **STATE** at **CITY** expense:

1. Description and Location of Existing Facility:
  
2. Description of Work:
  
3. Cost (labor, materials and overhead):
  
4. The effective date to start this Signal Assignment for Repair or Replacement is \_\_\_\_\_, \_\_\_\_\_.

**IN WITNESS WHEREOF**, the parties hereto have executed this Signal Assignment for Repair or Replacement as of the day and year first above written.

**CITY OF GIG HARBOR (Pierce Co.)**

**STATE OF WASHINGTON**  
**DEPARTMENT OF TRANSPORTATION**

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

By: \_\_\_\_\_  
Asst. Region Administrator for Operations

**EXHIBIT "C"**  
**AGREEMENT NO. GMW-0008**  
**SIGNAL ASSIGNMENT ESTIMATE OF COST**

**ANNUAL MAINTENANCE ITEMS:**

**Total Relamp - (Once Per Year)**

Signal Tech II	4 hours @ \$35.06/hr. =	\$140.24
Signal Tech III	4 hours @ \$36.67/hr. =	146.68
Line Truck	4 hours @ \$12.86/hr. =	<u>51.44</u>
		\$338.36
Lamps 24 - 1950L	@ \$1.34/ea. =	\$32.16
6 - 3M	@ \$5.74/ea. =	<u>34.44</u>
		\$66.60

**Test - Conflict Monitor - Clean Cabinet - (Once Per Year)**

Electronic Tech III	4 hours @ \$36.67/hr. =	\$146.68
Light Van	4 hours @ \$ 2.98/hr. =	<u>11.92</u>
		\$158.60

**Check Detector Loops - (Once Per Year)**

Signal Tech II	6 hours @ \$35.06/hr. =	\$210.36
Signal Tech III	6 hours @ \$36.67/hr. =	220.02
Line Truck	6 hours @ \$12.86/hr. =	<u>77.16</u>
		\$507.54

**Estimated Annual Routine Maintenance Costs** **\$1071.10**  
**Per Each Signal Under Assignment**

Note: All amounts include 8.09% overhead; overhead will not be charged per Overhead Agreement OH-00206.



*'THE MARITIME CITY'*

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FM: JOHN P. VODOPICH, AICP**  
**RE: COMMUNITY DEVELOPMENT DIRECTOR**  
**STATE OF WASHINGTON QUIT CLAIM DEED**  
**BORGEN BOULEVARD ROUNDABOUT**  
**DATE: FEBRUARY 24, 2003**

#### **INTRODUCTION/BACKGROUND**

A Quit Claim Deed is needed to transfer ownership of the property encompassed by the Borgen Boulevard lower roundabout from the State to the City. In order to execute this agreement the City must first sign this agreement. After City signature, the State Secretary of Transportation will sign the agreement, which will be followed by recordation. This Quit Claim Deed encompasses the striped area indicated in "Exhibit A" of the Deed. The area was transferred over for City road operation, maintenance, and reconstruction responsibilities, on January 15, 2002 by means of Turnback Agreement No. TB3-0118.

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

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

#### **FISCAL CONSIDERATIONS**

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

#### **RECOMMENDATION**

I recommend that City Council approve this Quit Claim Deed.



AFTER RECORDING RETURN TO:

ATTN: REAL ESTATE SERVICES  
DEPARTMENT OF TRANSPORTATION  
P. O. BOX 47338  
OLYMPIA, WA 98504-7338

**Document Title: Quitclaim Deed**

**Grantor: State of Washington**

**Grantee: City of Gig Harbor**

**Legal Description: NE¼NE¼ Section 36, Township 22 North, Range 1 East, W.M.**

**Additional Legal Description is on Page 1 and Exhibit A of deed**

**Assessor's Tax Parcel Number: None Assigned-Public Road**

### QUITCLAIM DEED

IN THE MATTER OF SR 16, Narrows Bridge to Olympic Drive;

KNOW ALL MEN BY THESE PRESENTS, that the STATE OF WASHINGTON, for and in accordance with that agreement of the parties entitled TB3-0118, dated the 15<sup>th</sup> day of January, 2002, hereby conveys and quitclaims unto the CITY OF GIG HARBOR, a municipal corporation in the State of Washington, all right, title, and interest under the jurisdiction of the Department of Transportation, in and to the following described real property situated in Pierce County, State of Washington:

All that part of the Northeast quarter of the Northeast quarter of Section 36, Township 22 North; Range 1 East, W.M., shown hachured on Exhibit "A" attached hereto and made a part hereof.

The specific details concerning all of which may be found on Sheet 14 of that certain plan entitled SR 16, Narrows Bridge to Olympic Drive, now of record and on file in the office of the Secretary of Transportation at Olympia, Washington, bearing date of approval March 19, 1970, revised to December 14, 2001.

It is understood and agreed that the above referenced property is transferred for road/street purposes only, and no other use shall be made of said property without the prior written approval of the Grantor. It is also understood and agreed that the Grantee, its successors or assigns, shall not revise either the right of way lines or the access control without prior written approval from the Grantor, its successors, or assigns. Revenues resulting from any vacation, sale or rental of this property or any portion thereof, shall: (1) if the property is disposed of to a governmental entity for public use, be placed in the Grantee's road/street fund and used exclusively for road/street purposes; or (2) if the property is disposed of other than as provided in (1) above, be shared by the Grantee and Grantor, their successors or assigns in the same proportion as acquisition costs were shared, except that the Grantee may deduct the documented direct costs of any such vacation, sale, or rental.

The Grantee accepts said deed subject to all matters of record.

The Grantee as part consideration herein does hereby agree to comply with all civil rights and anti-discrimination requirements of RCW Chapter 49.60, as to the lands herein described.

The lands herein described are not required for State highway purposes and are conveyed pursuant to the provisions of RCW 47.12.080.

Dated at Olympia, Washington, this \_\_\_\_\_ day of \_\_\_\_\_, 2002.

STATE OF WASHINGTON

\_\_\_\_\_  
Douglas B. MacDonald  
Secretary of Transportation

APPROVED AS TO FORM:

By: Patricia K. Highfill  
Assistant Attorney General

REVIEWED AS TO FORM:

By: \_\_\_\_\_  
City of Gig Harbor

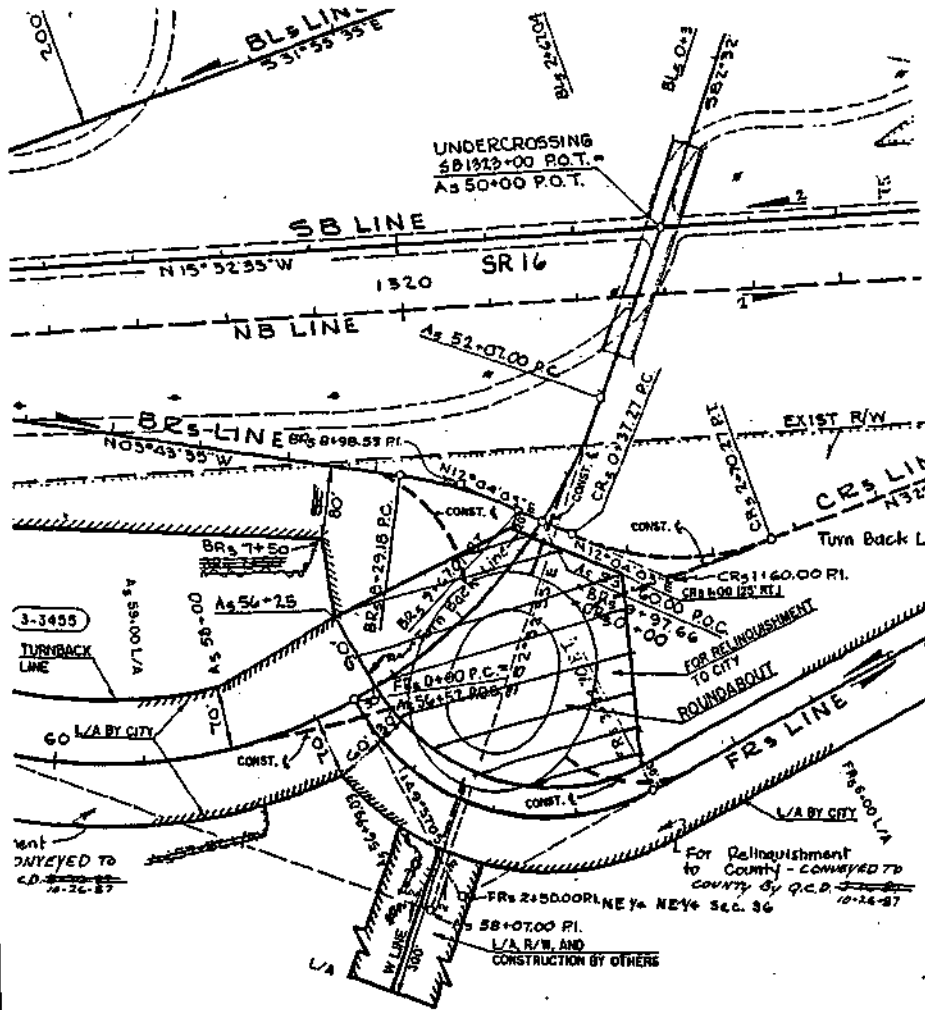
STATE OF WASHINGTON        )  
  ): ss  
County of Thurston        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2002, before me personally appeared Douglas B. MacDonald, known to me as the Secretary of Transportation, Washington State Department of Transportation, and executed the foregoing instrument, acknowledging said instrument to be the free and voluntary act and deed of the State of Washington, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

Given under my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington, residing at \_\_\_\_\_

My Commission Expires \_\_\_\_\_



SR 16 MP 8.34 TO MP 18.87  
 NARROWS BRIDGE TO OLYMPIC DRIVE

PERCE & KITSAP COUNTIES

RIGHT OF WAY AND LIMITED ACCESS  
 FULLY CONTROLLED  
 Station 1309+00 to Station 1340+00

WASHINGTON STATE HIGHWAY COMMISSION  
 DEPARTMENT OF HIGHWAYS  
 OLYMPIA, WASHINGTON



*[Signature]*  
 STATE ENGINEER

DATE: MARCH 19, 1970  
 SHEET 14 OF 27 SHEETS

Designated for Limited Access Control by Commission Resolution No. 95, July 23, 1953

REAL ESTATE SERVICES

This illustration may not be to scale.

Exhibit "A"



"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 AMENDMENT NO. 3**  
**- SEWER OUTFALL EXTENSION PERMITTING**  
**DATE: FEBRUARY 24, 2003**

#### **INTRODUCTION/BACKGROUND**

On January 22, 2001, the City Council approved a consultant services contract for the design and permitting process of the sewer outfall extension project.

On June 4, 2001, the City Council approved the first amendment to the consultant services contract for additional studies to investigate directional drilling feasibility at the Gig Harbor sandspit. The amendment also included preparation of a detailed aquatic resource mitigation plan for submission to the reviewing agencies as part of the project permit applications.

On May 28, 2002, the City Council approved a second amendment to the contract which provided for additional geotechnical borings and sedimentary analysis to be completed in order to complete the final design for the preferred Horizontal Directionally Drilled (HDD) method of outfall construction within through the sandspit area. The second amendment also provided for additional closure zone mitigation studies, underwater surveys, and a draft Biological Assessment to be completed as part of the State and local environmental permitting. All of these items listed above have been completed and currently the project is in final design.

The additional scope of services to be provided under this amendment includes, but is not limited to the following:

- A submerged Marine Vegetation Survey,
- Consultant assistance in the continued project environmental tracking and permit procurements,
- Assistance during construction of the onshore outfall improvements located at the replacement pump sewage pump station 2 site.

Council approval is requested to execute a contract amendment to the engineering services contract with Cosmopolitan Engineering Group, for the additional permitting and related engineering work.

**FISCAL CONSIDERATIONS**

The consultant service contract with Cosmopolitan Engineering Group for engineering services is in the amount of \$491,339.00. Amendment No. 3 for the additional permitting and engineering services is in the amount of \$70,000, for a total not to exceed amount of \$561,339.00. The contract amendment amount is within the 2003 budgeted allocation in the Sewer Fund Objective #1.

**RECOMMENDATION**

I recommend that the Council authorize execution of Amendment No. 3 to the consultant services contract for additional permitting and engineering services between the City of Gig Harbor and Cosmopolitan Engineering Group, for the Sewer Outfall Extension Project in the not-to-exceed amount of seventy thousand dollars and no cents (\$70,000.00).

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

THIS THIRD AMENDMENT is made to the AGREEMENT, dated July 22, 2001, and subsequent AMENDMENT #2, dated May 28, 2002, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117<sup>th</sup> South Eighth Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the design and permitting of the Wastewater Outfall Extension and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on July 22, 2001 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

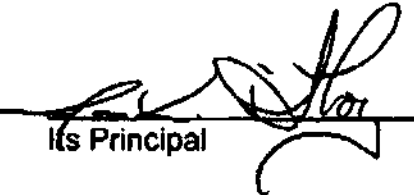
**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A – Scope of Work** and **Exhibit B – Schedule of Rates** to the Amendment in the amount of: Seventy thousand dollars and no cents (\$70,000.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Amendment to 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 October 31, 2004; provided however, that additional time shall be granted by the City for excusable days or extra work.

**Section 4. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as if fully set forth, and become a part of the documents constituting the contract between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

THE CITY OF GIG HARBOR

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

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

Notices to be sent to:

CONSULTANT  
Cosmopolitan Engineering Group  
Attn: William P. Fox, P.E.  
117<sup>th</sup> South Eighth Street  
Tacoma, Washington 98402

Stephen Misiurak, P.E.  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

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 ADDITIONAL ENGINEERING AND ENVIRONMENTAL SERVICES GIG HARBOR OUTFALL PERMITTING AND DESIGN

#### OBJECTIVE

The objective of this scope of work is to provide additional environmental and engineering services in support of the outfall permitting and design consisting of the following:

- A Submerged Marine Vegetation (SMV) survey as required by Washington Department of Fish and Wildlife (WDFW).
- Tracking and corresponding with local, state and federal permitting authorities as they review and process the permit and easement applications for outfall construction.
- Assistance during construction of onshore improvements near Pump Station 2A.

#### SMV SURVEY

This work will be conducted principally by Golder Associates, with Michael Kyte as the principal investigator. The SMV survey will follow WDFW guidelines for an "Intermediate Eelgrass/Macro Algae Habitat Survey"<sup>1</sup> because Pacific herring do not use Gig Harbor or the vicinity of the proposed outfall alignment for spawning. However, because the proposed project is an outfall rather than a pier, dock, or float, the survey will need to be modified somewhat from the guidelines and will require approval by WDFW Area Habitat Biologist (Dave Molenaar). Thus, a final study plan will be designed and submitted to WDFW for approval prior to the start of the field survey.

The proposed alignment will be examined using scuba diving from the western terminus in Gig Harbor to approximately 60 feet below mean lower low water (-60 ft MLLW) in Colvos Passage. Percent cover and species assemblage composition of associated SMV will be determined and documented in a statistically sound manner. In addition to SMV, the WDFW guidelines require that habitat information including substrate characteristics, depth contours, fauna, and other information is to be collected and included in the survey report.

In addition to habitat parameters, the survey will also include documentation of the locations and preliminary descriptions of significant anthropogenic debris deposits. Quantitative determination of the volume or extent of these deposits will not be accomplished in this survey. Only the geographic location along the outfall alignment and a description of the nature of the deposit (e.g., derelict vessel, wood debris, beverage containers, etc.) will be recorded.

Underwater positioning and navigation is critical for this survey to be able to accurately document distributions of substrate types and habitats, boundaries of SMV assemblages, and locations of debris deposits along the alignment. Thus, the underwater survey team will use a precision positioning system known as "AquaMap"<sup>TM</sup>, a precision subsea survey and observation recording system using long-baseline sonar and a differentially corrected global positioning system receiver (DGPS). Using this system, Golder divers will follow the proposed alignment and determine positions within 3 feet or less.

<sup>1</sup> Guidelines faxed to Michael Kyte, Golder Associates, July 12, 2000 by Dave Molenaar, WDFW Area Habitat Biologist.

## EXHIBIT A

Observations and data on SMV and habitat characteristics will be recorded underwater with precise locations and depths with a high degree of confidence. These data will be transferred to and analyzed and displayed using geographic information systems (GIS). Thus, the data generated from the SMV survey will be reported in the form of GIS maps and data files showing the distribution of SMV and habitat types along the alignment.

WDFW guidelines require that Intermediate Eelgrass/Macroalgae Habitat Surveys be conducted between June 1 and October 1 during the optimum growing season. Thus, the SMV survey will be planned for June 2003. The final sampling plan should be written and submitted to WDFW for review and approval 30 days prior to the scheduled start of fieldwork. Upon completion of the field portion of the survey, a draft written report with GIS or CADD maps will be submitted to the City within 60 days.

### PERMIT AND EASEMENT ACQUISITION

Permit applications were submitted in January 2003 to agencies with permitting or easement authority over the marine outfall. Work in this task during 2003 shall consist of correspondence during their review and processing of the permit applications. Activities shall include routine phone contact, responding to minor questions, attending conferences as may occur during the review, and minor technical analyses that may be required to address agency concerns that arise. No extensive mitigation planning, ESA consultation or supplemental field studies are included in this scope. Budget established for this scope is an allowance that shall not be exceeded without written authorization from the City of Gig Harbor.

### ONSHORE CONSTRUCTION ASSISTANCE

Cosmopolitan Engineering shall provide assistance during construction of the onshore outfall improvements on the Pump Station 2A site. This assistance shall include review of submittals for the air relief structure and the flanged wye connection between the new 20-inch outfall and the existing 10-inch outfall. Four site visits with observation reports shall also be provided for the air relief structure and temporary outfall connections.

### BUDGET

Task	Cost
SMV Study Plan and Mobilization	\$5,800
SMV Field Survey	38,700
SMV Report Preparation	7,400
Permit and Easement Acquisition	13,300
Onshore Construction Assistance	4,800
Total	\$70,000

**EXHIBIT B  
SCHEDULE OF RATES  
COSMOPOLITAN ENGINEERING 2003**

D'Aboy, James	Principal	\$41.00
Fox, William	Principal	\$41.00
Hines, Ronald	Project Eng 4	\$41.00
Mondress, Howard	Structural Eng	\$35.00
Hoffman, Charles	Project Eng 3	\$30.29
Trohimovich, Merita	Project Eng 3	\$33.00
Edwards, Duane	Landscape Arch.3	\$26.50
Collias, Eugene	Technician	\$24.00
Merwede, Chris	Technician	\$24.00
Brewer, Ronel	Eng 2	\$26.54
Innes, Adam	Eng 1	\$18.63
Yanasak, Karen	Accounting/Admin	\$26.00
Coburn, Janice	Wordprocessor	\$26.00
Maggard, Tiffany	Admin Assistant	\$13.85

Direct Costs markup @ 15%

revised 01/01/03



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 2/14/03

RECEIVED
FEB 18 2003

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

UBI: 602-225-793-001-0001

License: 076448 - 1J County: 27
Tradename: FRED MEYER MARKETPLACE
Loc Addr: 5500 OLYMPIC DR BLDG B
GIG HARBOR WA 98335

APPLICANTS:
FRED MEYER STORES, INC.
AALBERG, JAMES C
1949-11-21 543-54-1615
DEATHERAGE, DAVID W
1959-08-10 500-72-5746
HELDMAN, PAUL W
1951-08-11 296-40-9696
WEBB, DARRELL D
1958-02-19 540-80-1196

Mail Addr: PO BOX 42121
PORTLAND OR 97242-0121

Phone No: 253-858-3630 DAVID W DEATHERAGE

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

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

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



NOTICE OF LIQUOR LICENSE APPLICATION

RETURN TO: WASHINGTON STATE LIQUOR CONTROL BOARD
License Division - 3000 Pacific, P.O. Box 43075
Olympia, WA 98504-3075
Customer Service: (360) 664-1600
Fax: (360) 753-2710
Website: www.liq.wa.gov
DATE: 2/07/03

RECEIVED
FEB 10 2003

TO: CITY OF GIG HARBOR

CITY OF GIG HARBOR

RE: ASSUMPTION
From NELSEN ENTERPRISES, INC.
Dba MARITIME MART (CHEVRON)

APPLICANTS:

KAE & SOOK CORPORATION

LEE, OK AE

1955-12-26 534-86-9374

License: 078669 - 1J County: 27
UBI: 602-264-393-001-0001
Tradename: MARITIME MART
Loc Addr: 7102 STINSON AVE
GIG HARBOR WA 98325-4931

Mail Addr: 7102 STINSON AVE
GIG HARBOR WA 98335-4931

Phone No.: 253-851-6278 CHONG J LEE

Privileges Applied For:
GROCERY STORE - BEER/WINE

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

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

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



"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**  
**SUBJECT: DESIGN REVIEW BOARD SELECTION**  
**DATE: FEBRUARY 20, 2003**

**INFORMATION/BACKGROUND**

At the last Council Meeting on February 10, the City Council unanimously reappointed Paul Kadzik (2 year term), Linda Gair (1 year term) and Chuck Hunter (1 year term) to the Design Review Board. Lita Dawn Stanton current has one year left in her term, so that one position from available applicants remains to be filled.

The following applicants are available for service:

Charles Bucher  
Darren Filand  
Matt Halvorsen  
Andy Markos  
James Pasin  
Roseanne Sachson

**RECOMMENDATION**

Staff recommends that the remaining position be filled for a two year term.



"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,

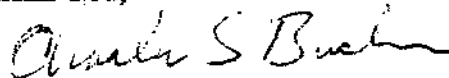
I have recently learned that one of Gig Harbor's Design Review Board Appointments will be coming available very soon. I understand that someone who has an architectural degree filled this position. It is very important to me to play a productive role in the management of our city's growth while maintaining 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 115<sup>th</sup> St Ct NW  
Gig Harbor, WA 98335  
Home (253) 851-0818  
Office (253) 531-0206  
[darrin@ericksonmcgovern.com](mailto:darrin@ericksonmcgovern.com)

John Erickson   Rick McGovern   Steve Storaasli   Jay Peterson   Tzzy Wong   Gerry Pless  
AIA, Partner   AIA, Partner   AIA, Partner   AIA, Partner   AIA, Partner   AIA, Associate

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 77<sup>th</sup> 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 black ink, appearing to read "Andy Markos". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Andy Markos  
4203 77<sup>th</sup> 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.

Post Office Box 71, Gig Harbor, Washington 98335

Tel: 253.857.6302 Fax: 253.857.6304

rosannesachson@aol.com



"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**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: NEW STREET NAMES AT ESTATES AT GIG HARBOR –**  
**NORTH CREEK LOOP, DARBY COURT, DEBBIE COURT, AND**  
**DYLAN COURT**  
**DATE: FEBRUARY 24, 2003**

#### **INFORMATION/BACKGROUND**

The City has received a request for the naming of four (4) public streets off of North Creek Lane in the "Estates at Gig Harbor" subdivision. Notification of the proposed street name has been sent to city, county and public agencies for comments. Please find attached: copies of the letters of request for comment and location maps. No comments have been received to date.

Halsan Frey Associates on behalf of Don Huber of Huber Homes requests the following:  
The new public streets, developed by Huber Homes as a result of the "Estates at Gig Harbor" preliminary plat, be named North Creek Loop, Debbie Court, Dylan Court and Darby Court.

#### **POLICY**

The new streets are located outside the "Historical Name Area." The new streets are public and will be dedicated and recorded through final plat approval. The new loop and courts meet the definition of loops and courts as defined in the "Way-of-travel designation" (GHMC 12.12.030). "Loops shall be small loop-type streets to carry the name of the street from which they originate" (GHMC 12.12.030 G) and "Courts shall be permanently closed streets which run easterly-westerly, such as a cul-de-sac" (GHMC 12.12.030 F.)

#### **FISCAL IMPACTS**

None identified

#### **RECOMMENDATION**

The street names, as requested by Halsan Frey Associates on behalf of Don Huber of Huber Homes, meet the requirements of the "Way-of-travel designation" (GHMC 12.12.030) and are approvable.

HALSAN FREY ASSOCIATES, L.L.C.

February 10, 2003

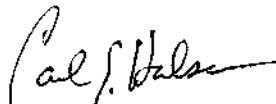
Jennifer Sitts, Associate Planner  
Community Development  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

**RE: THE ESTATES @ GIG HARBOR**

Dear Ms. Sitts:

Pursuant to our discussion on Friday, we are formally requesting the street names proposed for the above captioned project be approved with the final plat proceedings. Specifically, we are requesting the main looping road be named *North Creek Loop*, and that the cul-de-sacs be named as indicated on the most recent final plat drawings: *Debbie Court, Dylan Court*, and *Darby Court*. Thank for your consideration.

Sincerely,



Carl E. Halsan  
Project Manager

RECEIVED  
CITY OF GIG HARBOR  
FEB 11 2003  
COMMUNITY  
DEVELOPMENT



'THE MARITIME CITY'

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

**FROM: CITY OF GIG HARBOR BUILDING OFFICIAL/FIRE MARSHAL**

**REQUEST FOR COMMENTS ONLY**

**ADDRESS/STREET NAME ADDITIONS OR CHANGES**

Owner/Project Name.....The Estates at Gig Harbor

Present Address/Street Name.....Approx 7200-7300 end of North Creek Lane

New Address/Street Name.....North Creek Loop, Darby Court, Debbie Court, and Dylan Court. See attached plat map.

Copy of memo sent to:

Date: February 6, 2003

- Planning/Building.....City Hall
- Gig Harbor Police.....City Hall
- Public Works.....City Hall
- Water & Sewer.....City Hall
- Pierce Co. Assessor.....2401 S. 35<sup>th</sup> St. Tacoma 98409
- Fire Prevention.....6711 Kimball Drive, Gig Harbor
- Post Office.....Gig Harbor
- Peninsula Light.....PO Box 78
- 911 Emergency Staff.....8102 Skansie Ave, Gig Harbor
- Cable TV Puget Sound.....2316 S. State St. Tacoma 98405
- 911 C0. Office.....Rm B-33 Co/City Bldg., 930 Tacoma Ave.
- Puget Sound Energy.....PO Box 11066, Tacoma 98411

This is **REQUEST FOR COMMENTS ONLY**- If you have any questions, please contact Patty McGallian, Building Assistant, City of Gig Harbor- 253-851-6170. 3510 Grandview St., Gig Harbor WA 98335.

**PLEASE RETURN ANY COMMENTS BY FEBRUARY 14<sup>TH</sup>, 2003. THANKS.**

# Gig Harbor

## CITY OF GIG HARBOR ADDRESSING GRID MAP

See City Addressing Maps for more details

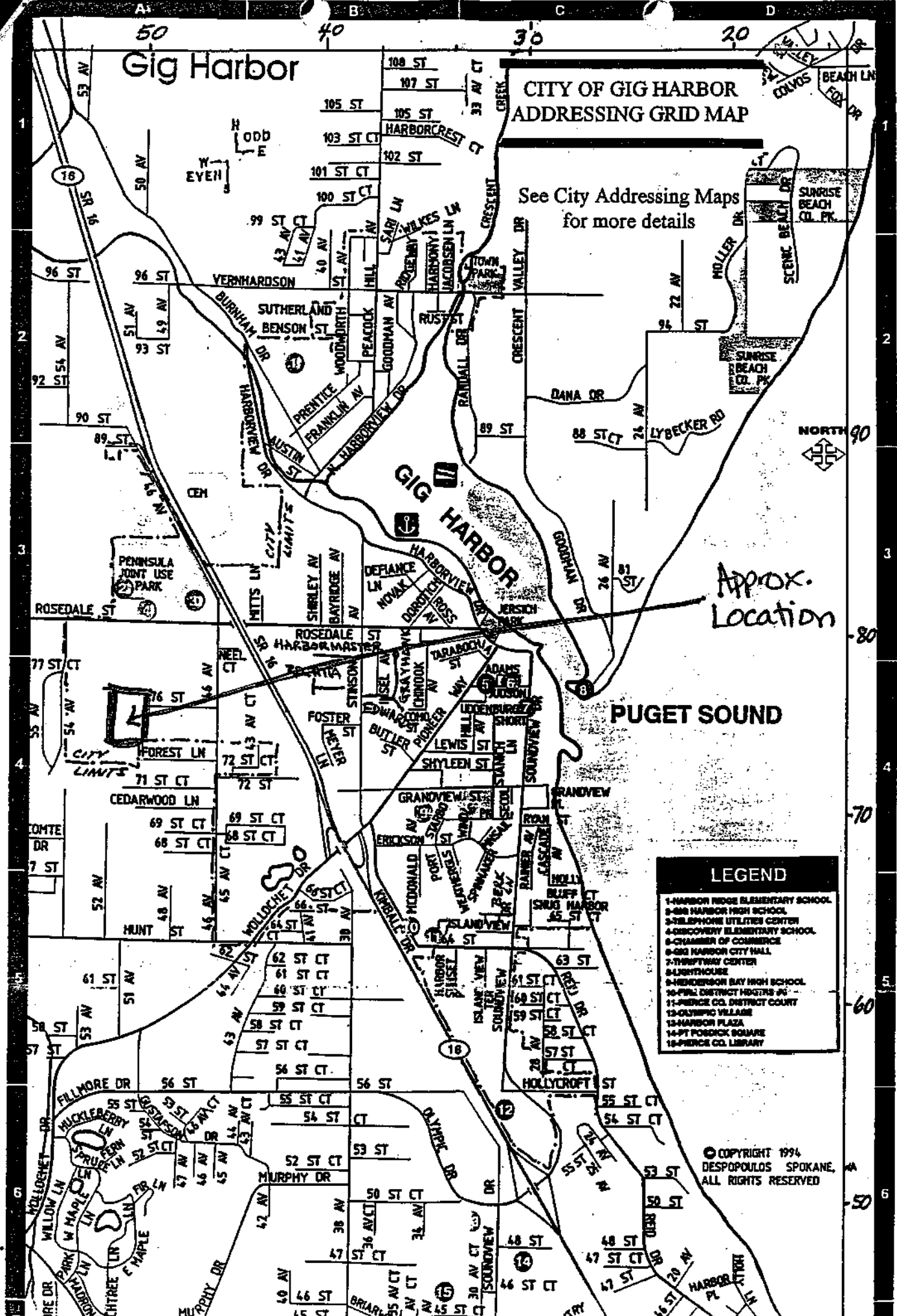
Approx. Location

### PUGET SOUND

#### LEGEND

- 1-HARBOR RIDGE ELEMENTARY SCHOOL
- 2-808 HARBOR HIGH SCHOOL
- 3-TELEPHONE UTILITIES CENTER
- 4-RECOVERY ELEMENTARY SCHOOL
- 5-CHAMBER OF COMMERCE
- 6-682 HARBOR CITY HALL
- 7-TRIPTERY CENTER
- 8-412 HARBOR
- 9-MENORSON BAY HIGH SCHOOL
- 10-PUBLIC DISTRICT HEATING PLANT
- 11-PERCE CO. DISTRICT COURT
- 12-OLYMPIC VILLAGE
- 13-HARBOR PLAZA
- 14-PT. POKOCH SQUARE
- 15-PERCE CO. LIBRARY

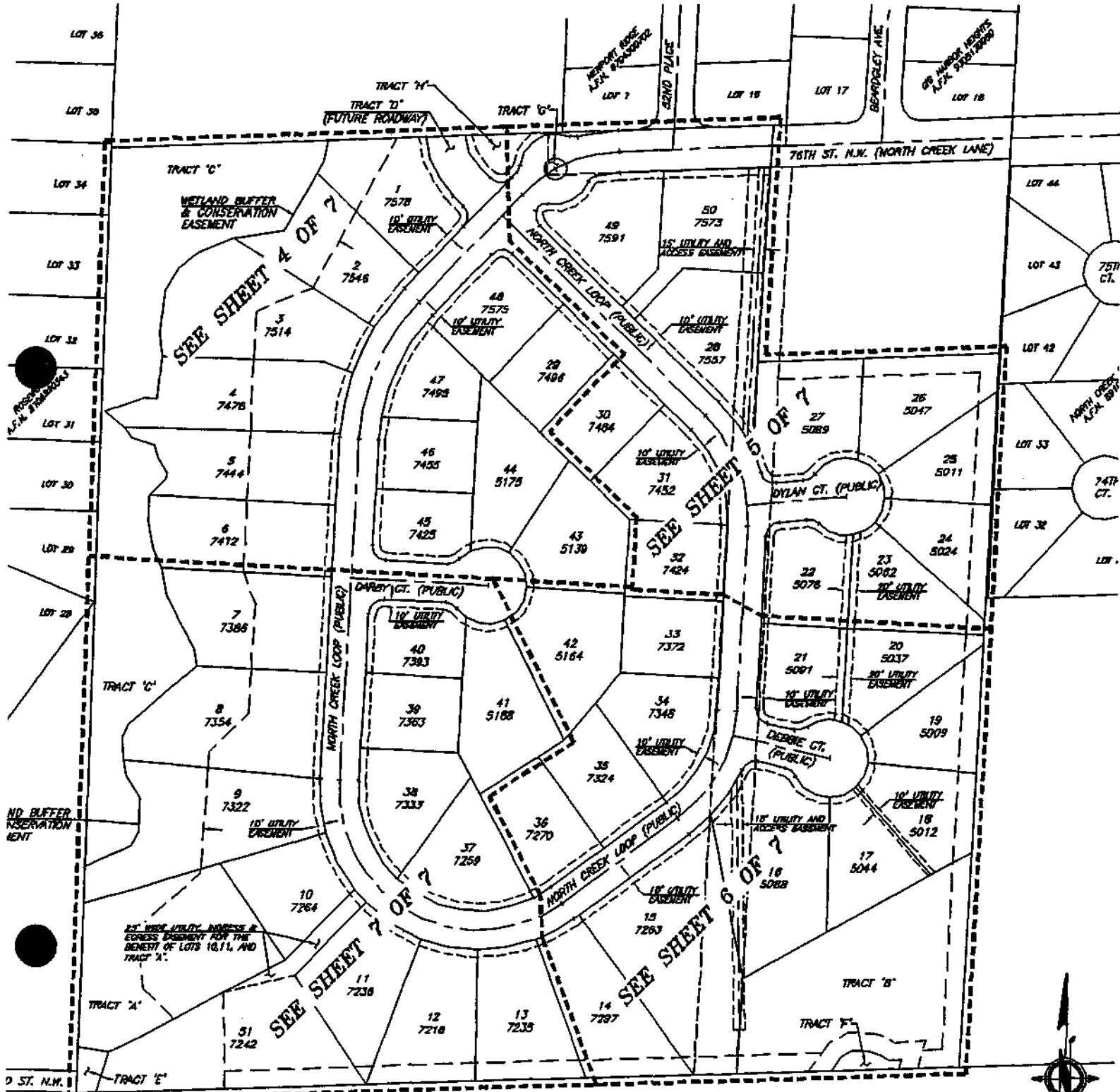
© COPYRIGHT 1994  
DESPOPOULOS SPOKANE,  
ALL RIGHTS RESERVED



# THE ESTATES AT GIG HARBOR

POR. SW 1/4, NW 1/4, SEC. 7, TWP. 21 N, RGE. 02E, W.M.  
CITY OF GIG HARBOR, PERCE COUNTY, WASHINGTON

## PLAT AND SHEET CONFIGURATION





"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** *MHG*  
**SUBJECT: REPEAL OF GHMC 2.24.010**  
**DATE: FEBRUARY 18, 2003**

**INFORMATION/BACKGROUND**

The attached provision of the Gig Harbor Municipal Code 2.24.010 is now outdated because of the adoption of Washington state's Model Traffic Ordinance. Consequently, GHMC 2.24.010 should be repealed.



**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DESIGNATION OF CITY OFFICIALS TO COMPLY WITH THE WASHINGTON MODEL TRAFFIC ORDINANCE, REPEALING AN OUTDATED PROVISION OF THE CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.24.010.**

---

WHEREAS, the City of Gig Harbor was required to designate a City official to comply with RCW 46.90.260, which was a predecessor to the Washington Model Traffic Ordinance; and

WHEREAS, the City adopted GHMC Section 2.24.010 to comply with RCW 46.90.260; and

WHEREAS, RCW 46.90.260 has since been repealed; Now, Therefore,

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

Section 1. Gig Harbor Municipal Code Section 2.24.010 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. 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

FIRST READING: 2/19/03  
DATE PASSED:  
DATE OF PUBLICATION:  
EFFECTIVE DATE:

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

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE DESIGNATION OF CITY OFFICIALS TO COMPLY WITH THE WASHINGTON MODEL TRAFFIC ORDINANCE, REPEALING AN OUTDATED PROVISION OF THE CODE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.24.010.**

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

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

APPROVED by the City Council at their regular meeting \_\_\_\_\_, 2003.

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

Chapter 2.24

**CITY ENGINEER AND CITY  
TRAFFIC ENGINEER**

Sections:

2.24.010 City engineer and city traffic engineer.

**2.24.010 City engineer and city traffic  
engineer.**

The city shall designate the public works director as the city engineer and city traffic engineer to comply with RCW 46.90.260. (Ord. 648 § 1, 1993).

Chapter 2.28

**EXPENSES - REIMBURSEMENT**

Sections:

2.28.010 Reimbursement scope and rate.

2.28.020 Payment method.

**2.28.010 Reimbursement scope and rate.**

All elective officials, employees and appointed officers of the city may be reimbursed for actual expenses incurred in the discharge of their official duties upon presentation of a proper claim therefor. Actual expenses shall include lodging, meals and mileage to be paid at the rate as prescribed by city resolution. The said mileage may be paid when any privately owned automobile of any elective official, employee or appointed officer of the city is used for travel in the performance of official duties. (Ord. 570 § 2, 1990; Ord. 335, 1980; Ord. 183 § 1, 1974; Ord. 149 § 1, 1972).

**2.28.020 Payment method.**

All expenses incurred and reimbursed pursuant to the authority of this chapter shall be paid by warrant drawn upon the proper fund of the city. (Ord. 149 § 2, 1972).



"THE MARITIME CITY"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MOLLY TOWSLEE, CITY CLERK** *MCT*  
**SUBJECT: FIRST READING OF ORDINANCE – FILING OF CANDIDACY**  
**DATE: FEBRUARY 19, 2003**

**INFORMATION/BACKGROUND**

Chapter 2.12.060 of the Municipal Code states that candidates should file their declarations of candidacy with the city clerk. State law requires that nominations for elective office be made by filing the declarations with the Auditor's Office.

This ordinance is housekeeping in nature and amends the code to reflect the actual filing of the declaration of candidacy with Pierce County Elections.

**RECOMMENDATION**

Move to adopt this ordinance at its second reading.

ORDINANCE NO. \_\_\_\_

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ELECTIONS AND THE FILING OF CANDIDACY DECLARATIONS, REQUIRING THAT SUCH FILING BE MADE TO THE PIERCE COUNTY AUDITOR'S OFFICE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.12.060.

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WHEREAS, the Gig Harbor Municipal Code (Section 2.12.060) currently provides that nominations for elective offices be made by filing declarations of candidacy with the Gig Harbor City Clerk; and

WHEREAS, state law requires that nominations for elective office be made by filing declarations of candidacy with the Auditor's Office (RCW 29.15.030, or by mail as provided in RCW 29.15.040 or electronically as provided in RCW 29.15.044); Now, therefore,

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

Section 1. Section 2.12.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**2.12.060 Declaration of candidacy – filing.** Nominations for elective offices within the city shall be made by filing declarations of candidacy ~~with the city clerk in the manner hereinafter provided with the~~ Pierce County Auditor's Office and as set forth in Chapter RCW 29.15.030, or as otherwise provided in chapter 29.15 RCW for mailing or electronic filing. There shall be no primary elections for nominating candidates for any elective office in the city. Primaries shall otherwise be held as provided in chapter 29.21 RCW.

Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor

this \_\_\_th day of \_\_\_\_\_, 2003.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

FILED WITH THE CITY CLERK: 2/19/03  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO.

**SUMMARY OF ORDINANCE NO. \_\_\_\_**

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 2003, the City Council of the City of Gig Harbor, Washington, approved Ordinance No. \_\_\_\_\_, the main points of which are summarized by its title as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ELECTIONS AND THE FILING OF CANDIDACY DECLARATIONS, REQUIRING THAT SUCH FILING BE MADE TO THE PIERCE COUNTY AUDITOR'S OFFICE, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 2.12.060.

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

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

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MOLLY TOWSLEE, CITY CLERK





"THE MARITIME CITY"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: LITA DAWN STANTON, CHAIRPERSON, GH ARTS COMMISSION**  
**SUBJECT: RECOMMENDATION FOR 2003 ARTS GRANT**  
**DATE: FEBRUARY 19, 2003**

#### **INFORMATION/BACKGROUND**

In January of 2003, Council approved a budgetary allotment in the amount of \$20,000 (Parks & Recreation Objective No. 8 – page 73) to continue the Arts Commission Project Support Program to provide funding to arts and cultural organizations that provide events for the benefit of city residents. The program will also fund arts projects that involve city residents, civic organizations or libraries. Councilmembers also voiced a desire to begin a program to acquire city-owned art.

The response to the 2002 Grant Program from community organizations and individuals was very positive. It demonstrates the desire for continued program support where arts and cultural events bring the community together. The Gig Harbor Arts Commission has identified one-half the budgeted amount to continue support to this arts grants program.

#### **FISCAL CONSIDERATION:**

Twelve grant applications were submitted and reviewed by the Arts Commission on February 11, 2003. The applications were evaluated according to the criteria set forth.

#### **RECOMMENDATION:**

The Arts Commission recommends that Council motion to approve the following expenditures:

- \$2000 **A Program of Works by Emily Pew - Peninsula United Music Association**  
*Performer Fees*
- \$1500 **Summer String Camp - Peninsula Youth Orchestra**  
*Teacher and Clinician Expenses*
- \$1000 **Gig Harbor Quilt Festival**  
*Web Development*
- \$2000 **"A Funny Thing Happened on the Way to the Forum" - Encore! Theater**  
*Royalties/Script/Score*
- \$2000 **Summer Arts Camp - Performance Circle / Paradise Theater**  
*Guest Artist Fees and Rental Fees*
- \$ 500 **Gardening with Ciscoe - Gig Harbor Farmers' Market**  
*Performer's Fees*
- \$1000 **Juried Art Exhibition 2003 - Peninsula Art League**  
*Space Rental and Distribution of Prospectus*



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**TO: CITY COUNCIL**  
**FROM: MAYOR GRETCHEN WILBERT**  
**SUBJECT: ADVISORY COMMITTEES**  
**DATE: FEBRUARY 24, 2003**

**INFORMATION/BACKGROUND**

At the meeting, I invited Councilmembers to self-select the committees that may be of interest to them for the upcoming year. The following list is a result of that invitation.

- Finance Committee: Councilmembers Ekberg, Franich, and Young.
- Public Safety: Councilmembers Picinich, Ruffo and Owel.
- Community Development: Councilmembers Dick, Young and Ekberg.
- Parks: Councilmembers Ruffo, Picinich and Owel.

The Public Safety Committee is required by OSHA to meet at least once a year. The others meet on an as-needed basis.

**RECOMMENDATION:**

A motion accepting these appointments for the Council Committees.