

# **Gig Harbor City Council Meeting**



**November 13, 2001  
7:00 p.m.**

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
November 13, 2001 - 7:00 p.m.**

**CALL TO ORDER:**

**PUBLIC HEARINGS:**

1. 2002 Budget.
2. Vacation of a Portion of Erickson Street.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meetings of October 22, 2001.
2. Correspondence/Proclamations:
3. 2001 Renewal - Pierce County EMS.
4. Short-term Use Agreement with Port of Bremerton.
5. City Newsletter Services Contract.
6. Canterwood Step System Agreement
7. Canterwood Sewer Request
8. Purchase Authorization - Prefabricated Restroom
9. Building Appraisals - Consultant Services Contract.
10. Approval of Payment of Bills for November 13, 2001.  
Checks #34343 through #34526 in the amount of \$1,130,786.27
11. Approval of Payroll for the month of October:  
Checks #1071 through #1126 and direct deposit in the amount of \$183,600.86.

**OLD BUSINESS:**

1. Second Reading of Ordinance - 2002 Property Tax Levy.

**NEW BUSINESS:**

1. Avalon Woods Request
2. School District Field Support Resolution.
3. Pierce County Interlocal Agreement - Fire Investigation Services.
4. Resolution Authorizing Amendments to the Pierce County Countywide Planning Policies.
5. Authorization for the Use of Uniforms and Hold Harmless and Indemnity Agreement.
6. First Reading of Ordinance - School Impact Fees
7. First Reading of Ordinance - 2002 Budget.
8. First Reading of Ordinance - Vacation of a Portion of Erickson Street.
9. First Reading of Ordinance - SEPA Authorization Amendment.
10. First Reading of Ordinance - 57<sup>th</sup> St. Ct. NW Annexation.
11. First Reading of Ordinance - 62<sup>nd</sup> St. Ct. NW Annexation.

**STAFF REPORTS:**

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.3 1.110(i).

**ADJOURN:**

**DRAFT**

**GIG HARBOR CITY COUNCIL MEETING OF OCTOBER 22, 2001**

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

**CALL TO ORDER:** 7:02 p.m.

**PLEDGE OF ALLEGIANCE**

**PRESENTATION:** Special Olympics Presentation to GHPD.

Gordon Wohlfeil, representative for the Special Olympics, said that this was the third year that he has had the privilege to honor the Gig Harbor Police Department for raising funds for the Special Olympics. He added that Gig Harbor has been at the top in Washington State Agencies, and has raised over \$10,000. He presented letters of appreciation to Officer Fred Douglas, Chief Barker, and said he also had one for Sergeant Scott Emmett, who could not be present. He then presented Chief Barker with the 2001 Special Olympics Hall of Fame Sponsor Award. Chief Barker credited the whole department for participating in the fund-raising efforts, and then presented Gordon with the first check for next year.

**PUBLIC HEARINGS:** 2002 Revenue Sources.

Mayor Wilbert opened the public hearing at 7:09 p.m. and introduced Dave Rodenbach, Finance Director. Mr. Rodenbach explained that this was the annual hearing on the revenue sources for the General Fund. He said that the city had received the highest credit rating in the state for a city of its size. He gave an overview of the 2002 projections, adding that the General Fund Ending Fund Balance assumes the sale of the current City Hall and Bogue Building. He offered to answer questions.

There were no questions or comments, and the Mayor closed the public hearing at 7:10 p.m.

**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 October 8, 2001.
2. Correspondence/Proclamation:
3. Hold Harmless Agreement - Pierce Transit.
4. Easement Agreement - 54<sup>th</sup> Avenue Business Park.
5. Easement Agreement - Northharbor Business Park.
6. Easement Agreement - Hollycroft, LLC.
7. Maintenance Agreement - Copiers.
8. Approval of Payment of Bills for October 22, 2001.

Checks #34194 through #34342 in the amount of \$785,690.75.

**MOTION:** Move to approve the Consent Agenda as presented.  
Picinich/Ruffo - unanimously approved.

**OLD BUSINESS:**

1. Resolution - Initiate Procedure to Vacate a Portion of Erickson Street. Mark Hoppen explained that this Resolution sets Tuesday, November 13<sup>th</sup> for a public hearing on this issue.

**MOTION:** Move to adopt Resolution No. 574.  
Picinich/Ruffo - a roll call vote was taken with the following results.

Councilmembers Ekberg, no. Young, yes. Pasin, no. Owel, yes. Dick, no. Picinich, yes.  
Ruffo, yes. The motion was approved four to three.

2. Agreement for Use and Maintenance - Sunshine. Carol Morris, Legal Counsel, explained that she had revised the agreement to incorporate the Council's proposed changes. She said that additional changes had been requested by Mark Holcomb, the representative for the Sunshine Property Management, but too late to incorporate into the packet. She said that a separate copy of Sunshine's agreement had been distributed by e-mail. She gave a summary of the changes that she had made to the agreement.

Mr. Holcomb spoke on behalf of Sunshine Property Management. He said that it was his understanding that the comments at the last meeting were not mandates, but discussion. He added that he believed that there were to be two agreements presented because he had made changes to the version sent to him by Ms. Morris. He clarified that the contractors for the project were pushing for a completion date of November 9<sup>th</sup>, requiring that this agreement be finalized at this meeting. He went over the changes that he had made to Carol's agreement, explaining that his primary concern is the definition of "high-intensity," asking that this be clarified by the Hearing Examiner rather than what was added by Ms. Morris. He said that Sunshine proposed that there be no payment requirement pending this clarification from the Hearing Examiner, and if a partnership was defined to share costs, these cost would accrue as of the date of the occupancy permit. He said that he reinserted paragraph 3.2 from the original version, because if the city would not be able to help with the closing of the gate, they did not want to be obligated to contractually hire someone to do so. He said that the Hearing Examiner had not stated a specific time, and he thought it should be left up to further discussion. The last revision he addressed was to paragraph 6, explaining that he could not attach documentation to the agreement per Carol's language, as the meeting with Pierce County had not yet been scheduled, so he deleted this sentence.

John Vodopich explained that this issue was scheduled for the November 14<sup>th</sup> meeting, per the information that Mr. Holcomb shared at the last meeting of a Thanksgiving move-in date. Mr. Holcomb explained that November 9<sup>th</sup> is when the contractors would like an occupancy permit. Mr. Vodopich explained that this would not be before the Hearing Examiner before the November 9<sup>th</sup> date, and that there would be a ten-day period for the Hearing Examiner to issue a decision.

Carol Morris addressed the concern about the definition of "high-intensity" explaining that she used the dictionary definition, which is what a court would do in interpreting a contract. Mr. Holcomb commented that it had been the property owner's position that reference to high intensity meant any public use other than the 70 or so employees, as was discussed before the hearing. He said that the decision by the Hearing Examiner was generic purposefully to allow the parties to work out the details, and was not intended to be the *Webster Dictionary* definition.

Councilmembers questioned whether the public should be responsible to pay for the maintenance of an area that was provided to the public by the property owner in return for value or benefit.

Mr. Holcomb explained that if there were 2,500 people a month using the space, as opposed to the 70, the intent was that any cost over the basic maintenance would be shared with the city. He continued to explain that the PUD process was not required for project approval, but was pursued because of the uniqueness of the design and to provide the flexibility to allow greater variety and diversity. John Vodopich added that after reviewing the staff report and Hearing Examiner decision, he concurred with Mr. Holcomb that the PUD was not necessary for the project. He said that a statement in the staff report says that the project as proposed would meet all the requirements of the Waterfront Commercial zoning district. The two deviations were eight fewer parking spaces with a ridesharing program, and a minor height variance for one trellis. He said that the applicant would only have been required to provide approximately 3,300 square feet of common area, and the Shoreline Master Program, water view or access to the water. He said that it appears that there is over 30,400 square feet of public space provided, over ten times the required amount.

Carol Morris explained that the requirements of the Shoreline Master Program was the issue, not the PUD, and that other permits have been granted under the provisions of the SMP where applicants have been required to provide shoreline access and shoreline viewing areas without a contract with the city for maintenance. She said that this is the first time that the Hearing Examiner has placed a condition of approval that an agreement be entered into between the property owner and the city. Carol then paraphrased the condition from the Hearing Examiner Decision that the Russell Family Foundation would prepare a written agreement providing for basic maintenance for the scenic view overlook, addressing special terms in the event that the scenic view overlook becomes a high-intensity public use, and outlining their right to request assistance from the City of Gig Harbor. She added that this condition did not include the garden area, nor require that the city provide them with any assistance, it just outlined the process for the applicant to ask.

Carol continued to clarify that the Hearing Examiner's decision requires that an agreement be in place before the issuance of an Occupancy Permit, and that the issue before Council is the content of the agreement until the intent could be clarified by the Hearing Examiner. She added that the definition she proposed would serve until a decision was made.

Jack Darragh - 3620 40<sup>th</sup> St. Ct. Mr. Darragh said that the issue is not about the gardens or viewing area, but one of giving away public money to a private entity. He voiced concerns over several issues in the agreement. He concluded that the public had the view before the project was

built and that the city should not pay money to view what was there before. He added that every effort should be made to minimize the effects of the building.

Mr. Holcomb responded that these comments reinforce that the history of the property was unknown. He passed out a copy of the Northbay project and described the 16-foot tall retail, office, condo project, which was approved. He explained the charitable intent of the Russell Family adding that the PUD process was pursued because of the flexibility and the desire for a workable solution. He added that the city's statute states that a common area needs to be maintained by the private owner association or by a public entity. He said that it was these two aspects of the code that led to the partnership, and that the difficulty is determining an equitable sharing of costs. He said that the family is amenable to holding off for a year to determine the public use of the space before coming to an agreement.

Carol Morris responded to many of the comments made by Mr. Darragh. She offered to contact Seattle for examples of how they deal with public plazas and return with a recommendation to the Hearing Examiner.

**MOTION:** Move we authorize the approval of the agreement drafted by Carol Morris with the following amendments:

1. Paragraph 5.1.2, use the language from Mr. Holcomb substituting the words "prior to" for "pending."
2. Delete paragraph 6 of Ms. Morris' draft, maintain the status quo.
3. In section 3.2, leave as recommended by Carol Morris.

Dick/Young - six Councilmembers voted in favor. Councilmember Pasin voted no.

3. Resolution - Modification of Concomitant Agreement/Tallman and Alteration of Plat for Mallard's Landing. John Vodopich gave an overview of the previous request from Scott Wagner to modify conditions in the Concomitant Agreement associated with the Tallman Annexation and to amend the Plat of Mallard's Landing. He said that the resolution before Council for approval would approve these amendments. He answered Councilmember's questions about the properties affected by these amendments and Mark Hoppen gave a history of the original agreement.

**MOTION:** Move to adopt Resolution No. 575.  
Young/Ruffo - unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance - 2002 Property Tax Levy. David Rodenbach presented this first reading of an ordinance setting the 2001 property tax levy for collection in 2002. He explained that the levy anticipates the passage of I-747, which would limit property taxes, but would not hinder the budget. He gave an overview of the financial points and offered to answer questions. This will return for a second reading at the next meeting.

✓  
Jack Darragh - 3620 40<sup>th</sup> St. Ct. Mr. Darragh said that I-747 would become law 30 days after the November 6<sup>th</sup> election, and asked if it would affect the passing of the budget. Mr. Rodenbach responded that it would not.

2. Resolution - Purchase Authorization for Play Toy. Mark Hoppen presented this request to reject the two bids that had been received for the Play Toy, and to declare the structure for the equipment to be limited to a sole source, waiving competitive bidding requirements to purchase. He explained that two bids had been received; one of the two bids was for a totally different system, which did not meet the specifications in the bid documents; and the other was over the budgeted amount. He explained that the funds were available to purchase the equipment and recommended approval of the resolution. He answered questions regarding the equipment and the associated cost.

**MOTION:** Move to adopt Resolution No. 576 declaring the purchase of a Play Toy Structure to be limited to a sole source for the purchase and authorize the purchase from Cascade Recreation, for their bid proposal amount of thirty-six thousand forty-three dollars and seventy cents (\$36,043.70), including sales tax.

Ekberg/Ruffo - Six voted in favor. Councilmember Pasin voted no.

#### **STAFF REPORTS:**

1. GHPD - September Stats. Chief Barker gave a brief overview of the statistics. He explained that one of their new officers had been called back to active duty for a two-year activation. He reported on the efforts taken since the last Council meeting in regards to the stray bullet in Avalon Woods. He explained that he had met with representatives from the Sportsman Club, and a Sergeant from the department walked the perimeter to check the fence. A report on the deficiencies in the fence were passed on to the representatives. He reported that the final measurements from the state lab would be done and a report coming as soon as possible. He then addressed questions and comments about the Sportsman Club, and about the increase in traffic calls.

2. Finance Department - Third Quarter Financial Report. David Rodenbach gave a brief overview of the report and offered to answer questions.

Councilmember Pasin asked if the Budget Worksessions could be moved to another time to accommodate Election Day. Mark Hoppen explained that because they had been publicly advertised are subject to a strict schedule for adoption of the budget, it may not be feasible.

#### **PUBLIC COMMENTS:**

Bruce Rodgers - 2400 No. Harborview Drive. Mr. Rodgers thanked Council for getting his neighborhood street chip sealed and sidewalks installed. He requested that street lighting be included in the 2002 budget.

Dave O'Dell - 4110 97<sup>th</sup> St. Ct NW. Mr. O'Dell, Avalon Woods, thanked Chief Barker for the update. He said that he was confused about what he heard about the Russell Foundation being a charitable foundation, asking for a tax exemption, and then asking for assistance to pay for the maintenance. He added that he had a difficult time with that. He then offered any assistance to the Council in getting the noise ordinance modified to improve the quality of life in his neighborhood. Councilmember Ruffo suggested that he follow up with Chief Barker and participate in discussions to determine the most appropriate action. He then spoke of the compressor noise coming from Northharbor Business Park.

Mark Schaeffer - Avalon Woods. Mr. Schaeffer voiced his appreciation for the cooperation from the city. He said that he researched the noise and reported on his findings. He asked that the city update their noise ordinance and modify the operating hours for activities that create noise to be stopped earlier in the evening.

Dick Dadisman - 4206 97<sup>th</sup> St. Mr. Dadisman, President of Avalon Woods, thanked staff and Council for the efforts to help. He also offered the assistance of their Safety Committee, adding that they are ready to help.

Bob Scaduto - 9710 43<sup>rd</sup> Avenue NW. Mr. Scaduto reminded everyone not to lose focus on the issue of life safety. He said that the neighbors can live with the noise, but do not want to live in fear of being hit by a stray round.

Bruce Gair - 9301 North Harborview Drive. Mr. Gair addressed the traffic studies and Grandview Street being raised from #16 to #2 on the Six-year plan. He said that he had heard that Grandview was being improved to provide an alternate route to reduce the downtown traffic. He recommended a new traffic study as the downtown traffic has been reduced since the opening of Borgen Boulevard, and that the upgrade to Grandview was not necessary. He closed by asking for additional enforcement in his neighborhood. Mark Hoppen explained that there was no plan to make Grandview an alternate route, and that the decision to upgrade this street was for repairs alone.

Jack Darragh - 3620 40<sup>th</sup> St. Ct. Mr. Darragh said that he had heard more thanks and offers of help at this meeting than he had heard during all his years on the school board. He explained how gratifying this was.

Doug Nesbitt - 4205 99<sup>th</sup> St. Ct. Mr. Nesbitt explained that Avalon Woods was a great place other than the noise from the gun club. He stressed that this is the time to act, and that if Council wanted to hear more thanks, they should limit the noise to 9 p.m.

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

Councilmember Picinich spoke in favor of supporting the effort to upgrade the Peninsula School District athletic fields. Mark Hoppen gave a history of past efforts for joint parks planning. He agreed to draft a resolution to be brought back at the next meeting for consideration.



Mayor Wilbert gave a brief report of the success of the recent Cultural Arts Commission events, the Bella Luka Dancers and the Quilt Festival.

**ANNOUNCEMENT OF OTHER MEETINGS:**

Budget Worksessions: Monday, November 5<sup>th</sup> and Tuesday, November 6<sup>th</sup> at 6:30 p.m.

**EXECUTIVE SESSION:** For the purpose of discussing pending litigation per RCW 42.3 1.110(I).

**MOTION:** Move to adjourn at 9:20 p.m. to Executive Session for approximately 30 minutes to discuss pending litigation.  
Owel/Ruffo - unanimously approved.

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

**MOTION:** Move to return to Executive Session for an additional thirty minutes.  
Owel/Ekberg - unanimously approved.

**MOTION:** Move to return to regular session at 10:20 p.m.  
Owel/Dick - unanimously approved.

**MOTION:** Move to authorize the attorney to make a settlement offer.  
Ekberg/Ruffo - the results of the roll-call vote are as follows:

Councilmembers Ekberg, yes; Young, no; Pasin, no; Owel, yes; Dick, yes; Picinich, no; and Ruffo, yes. The motion carried four to three.

**ADJOURN:**

**MOTION:** Move to adjourn at 10:25 p.m.  
Ekberg/Owel - unanimously approved.

Cassette recorder utilized.  
Tape 630 - Side A 200 - end.  
Tape 630 - Side B 000 - end.  
Tape 631 - Both sides.  
Tape 632 - Side A 000 - 395.

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Gretchen A. Wilbert, Mayor

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City Clerk



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: 2001 RENEWAL - PIERCE COUNTY EMS**  
**DATE: OCTOBER 29, 2001**

#### **INFORMATION/BACKGROUND**

Since 1997, the city has agreed to pay Pierce County on a per capita for emergency services under Chapter 38.52 RCW. This arrangement satisfied the city's statutorily recommended obligation for emergency management services within the jurisdiction. The county's ability to make claim for additional compensation, subsequent to an emergency, exists regardless of renewal of this agreement. Also, during this past year Pierce County has been organizing several city neighborhoods for preparedness.

#### **FISCAL CONSIDERATIONS**

Pierce County will be using the current state population figure to calculate the yearly fee (Gig Harbor population 6575) and proposes to increase the per capita rate to \$.63 from \$.62. Consequently, the cost to the city in 2001 when invoiced will be \$4142.

Also, this agreement makes available an additional \$20,000 to Pierce County Emergency Management to develop the neighborhood preparedness program in four of the city's existing neighborhoods, which will enable the neighborhood to be self-sufficient for a minimum of three days following a major disaster. This model is currently replicable throughout the city. This objective, authorized in the 2001 City Budget, is part of a Pierce County effort to develop fully prepared neighborhoods in differing jurisdictions throughout Pierce County through its program PC-NET.

#### **RECOMMENDATION**

Staff recommends approval of the renewal memorandum.



Pierce County

Department of Emergency Management

Administrative Program Division  
901 Tacoma Avenue South, Suite 300  
Tacoma, Washington 98402  
(253) 798-3613 • FAX (253) 798-3307

STEVEN C. BAILEY  
Director

ELLIE ROBERTSON  
Program Manager

October 8, 2001

Mark Hoppen  
City of Gig Harbor  
3105 Judson St.  
Gig Harbor, WA 98335

Dear Mark,

Enclosed are three sets of the amendment between the City of Gig Harbor and Pierce County Department of Emergency Management. This amendment includes the four neighborhood programs for 2001 - 2002 per Jody Woodcock.

Please have all appropriate city officials sign. Please keep one set for your temporary records and return two (2) signed sets to me as soon as possible for the County signatures. I will return your original upon completion with the contract invoice.

Sincerely yours,

A handwritten signature in cursive script that reads "Ellie Robertson".

Ellie Robertson  
Admin Program Manager  
Pierce County Dept of Emergency Management  
(253) 798-3613

Encl.



AMENDMENT TO AGREEMENT FOR EMERGENCY MANAGEMENT

The "Agreement for Emergency Management" signed in 2000 by Pierce County and the City of Gig Harbor is hereby amended to include a new "Attachment A" which includes the addition of the establishment of neighborhood emergency preparedness program for the years 2001 - 2002:

This agreement continues in its entirety with the exception of the new "Attachment A" and with the exception of Paragraph 5 as follows:

5. Compensation. City shall pay County upon execution of this agreement the sum of \$0.63 per capita per year for all services rendered under the terms of this agreement, using population figures from the "Population Trends for Washington State" publication of the State Office of Financial Management. Payment is due and payable on January 31, 2000, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous year January to December Consumer Price Index for Seattle urban area as available, and based upon population growth of preceding year according to state Office of Financial Management as available, and/or based upon modifications in the annual work plan as agreed upon by the parties. Pierce County shall perform all services required by its Emergency Management Plan and/or Chapter 38.52 RCW, and Attachment "A" Emergency Management Work Plan. Nothing herein shall prevent County from making a claim for additional compensation in the event of an actual emergency or disaster as authorized by Chapter 38.52 RCW. The County's unilateral decision to change its Emergency Management Plan to increase the services provided by the County to the City under this interlocal agreement shall not result in an increase in the annual payment made by the City to the County as described in this Section, unless the same is incorporated into an amendment to this Agreement, and executed by the authorized representatives of both parties. City shall pay County upon execution of this amendment the additional one time sum of \$20,000 for Item 10, Attachment "A" for 2001- 2002.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized. Dated this \_\_\_\_ day of \_\_\_\_\_, 2001.

PIERCE COUNTY

CITY OF GIG HARBOR

By Steven C. Bailey Date 10/10/01  
Steven C. Bailey  
Director of Emergency Management

By \_\_\_\_\_ Date \_\_\_\_\_  
Gretchen A. Wilbert  
City of Gig Harbor Mayor

Attest:

By \_\_\_\_\_ Date \_\_\_\_\_  
Prosecuting Attorney (as to form only)

By \_\_\_\_\_ Date \_\_\_\_\_  
Mark E. Hoppen  
City Administrator

By \_\_\_\_\_ Date \_\_\_\_\_  
Patrick Kenney  
Director of Budget and Finance

By \_\_\_\_\_ Date \_\_\_\_\_  
Carol Morris  
City Attorney

ATTACHMENT "A"

City of Gig Harbor

2000 - 2004 Emergency Management Work Plan

1. Provide full 24 hour a day Duty Office coverage for Emergency Management issues.
2. Activate and manage the County Emergency Operations Center (EOC) in support of an EOC activation, or the declaration of an emergency in either City, or in support of any emergency incident that requires multi-agency response coordination.
3. Provide warning and emergency public information during disasters as resources allow.
4. Provide communication and general administrative assistance in the event of declared disaster to the extent of the County's knowledge. The County shall remain harmless of the results from City's application of federal funding.
5. Provide availability of County's emergency resources not required for County use elsewhere during emergencies. Use shall be determined and prioritized by the County. The County shall remain harmless in the event of non-availability or non-performance of the equipment. Equipment to include but not limited to the sandbag machine.
6. Provide annual hazard exercise.
7. Provide three (3) public education presentations on emergency preparedness issues.
8. Provide training for City's EOC staff as appropriate.
9. Provide education program for officials as necessary.
10. Assist in the establishment of neighborhood emergency preparedness programs, designed to enable neighborhoods to be self-sufficient for a minimum of three days following a major disaster. Four neighborhood programs total during the years 2001-2002 only.



*City of Gig Harbor Police Dept.*  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: LT. BILL COLBERG** *Wec*  
**SUBJECT: SHORT TERM USE AGREEMENT WITH PORT OF BREMERTON**  
**DATE: OCTOBER 25, 2001**

**INFORMATION/BACKGROUND**

The police department requires all line officers to attend in-service training in an Emergency Vehicle Operator's Course (EVOC) on a regular basis. In order to conduct this training, we require a large paved area where it is safe to operate vehicles at high rates of speed. The Port of Bremerton rents a portion of the Bremerton Airport to police agencies for this purpose. In order to use the space, we must enter into a short-term use agreement with the Port of Bremerton.

The attached Short Term Use Agreement between the City and the Port of Bremerton has been reviewed, revised and approved in the past by our legal counsel.

**FISCAL IMPACTS**

There is a use fee of \$100 per day to use the Bremerton Airport facility. We will use the space for one day. This training was anticipated and funded within the 2001 budget.

**RECOMMENDATION**

I recommend that Council authorize the Mayor to execute the attached Short Term Use Agreement that will allow the police department to perform EVOC training scheduled for November 19, 2001.

**PORT OF BREMERTON**  
**SHORT TERM USE AGREEMENT**  
Authorized by Resolution 92-7

IT IS HEREBY understood that this Use Agreement made this \_\_\_\_\_ day of \_\_\_\_\_, by and between the **PORT OF BREMERTON**, a municipal corporation organized under the laws of the State of Washington, hereinafter referred to as "Port", and **City of Gig Harbor**, a Washington municipal corporation, whose address is 3105 Judson St., Gig Harbor WA 98325, hereinafter referred to as "User".

**WHEREAS**, the City is required to train its police personnel in emergency vehicle safety techniques, and

**WHEREAS**, the Port has property that it is willing to make available to the City on November 19, 2001, for purposes of emergency vehicle safety training, under the terms of this Short Term Use Agreement.

**NOW, THEREFORE**, the Port and the City, for an in consideration of the mutual agreements, covenants and promises set forth herein, agree as follows:

**SECTION 1. USE:** The Port hereby agrees to permit the User to utilize **INACTIVE RUNWAY 16/34** at the Port's Bremerton National Airport facility for the purpose of holding the User's **Emergency Vehicle Operators Course**, and for no other use. The Port understands that the User will be the sole occupant of the property on November 19, 2001 for this purpose. User shall be responsible for correction of any and all property damage which would occur as a result of User's activity on November 19, 2001. User acknowledges that they have viewed the facilities and accept them in their current condition as appropriate for their intended use with no further modifications by the Port. (Use area sketch is attached.) The User agrees to assume full responsibility for the conduct of all User persons involved in the User's Emergency Vehicle Operator's Course use of the premises. **Should the pavement of the use area require any markings related to User's activity, User agrees to use marking material that is not of a permanent nature, ie chalk.**

**SECTION 2. TERM:** The term of this agreement shall be November 19, 2001, a term of one (1) day. Request for each additional use shall be approved in advance by the Executive Director or designee. (Limited to 30 days by Resolution 92-7.)

**SECTION 3. ASSIGNMENT:** This agreement is not assignable or transferable in any fashion.

**SECTION 4. RENT:** The User agrees to pay the Port five (5) days in advance, a minimum of \$100.00 per day of use. A late fee of one percent (1%) per month, minimum \$3.00 will be assessed on all accounts not paid in advance.

**SECTION 5. RISK OF LOSS:** The User assumes all risks, including but not limited to, loss of or damage to equipment or property of the User or of the User participants in the Emergency Vehicle Operator's Course, or equipment or property used or stored on the premises under the terms of this agreement.

**SECTION 6. SECURITY:** Security of User's or invitees' property shall be the sole responsibility of the User. User shall prevent any user participants in the Emergency Vehicle Operator's Course from traversing or accessing any and all parts of the Port of Bremerton, Bremerton National Airport facility, except those areas open to the public and that area designated herein for User's purpose, and specified ingress and egress thereto.

**SECTION 7. INSURANCE:** The User shall secure comprehensive general liability insurance (Form CG-001) for property damage and bodily injury at the premises in an amount of not less than \$1 million per occurrence and \$2 million aggregate. In addition, User shall keep and maintain in full force and effect during the term of this agreement fire and extended coverage insurance on all fixed improvements located or situated on or in the Premises to the full insurable value thereof. Proceeds from such insurance shall be used to restore the Premises. User shall provide the Port with a certificate of insurance, naming

**SECTION 8. INDEMNIFICATION:** The User shall release, indemnify, defend and hold the Port, its officers, officials, employees and representatives harmless from and against all losses and claims, demands, payments, suits, action, recoveries and judgments of every nature and description brought or recovered against the Port arising out of the actions of the User, its officers, officials or employees while conducting the Emergency Vehicle Operator's Course upon Port property, and for any expense incurred by the Port in connection therewith, including reasonable attorneys fees and costs attributable thereto.

In those situations in which a court of competent jurisdiction finds that the Port and the User are concurrently negligent, the indemnification contained in this agreement shall only be effective to the extent of the User's negligence. Furthermore, the indemnification contained in this agreement shall only be effective for the losses, claims, demands, payments, suits, action, recoveries and judgments arising out of the Emergency Vehicle Operator's Course conducted on November 19, 2001.

**SECTION 9. COMPLIANCE WITH LAWS AND REGULATIONS:** Users of the Bremerton National Airport facility under the terms of this agreement are subject to the rules and regulations of the Federal Aviation Administration, its agents, and/or inspectors, and all applicable Port, state, county, or federal laws, including but not limited to, those laws related to the use, handling, and disposal of oil and petroleum products. The use of the premises provided herein shall at all times be subject to suspension or cancellation for emergency air traffic situations or requirements at the sole discretion of the Port.

**SECTION 10. CANCELLATION:** This agreement is subject to immediate termination with or without cause by the Port. No written notice is required. If the Port exercises this cancellation provision after it has collected the rent from the User, the Port shall refund the rent within twenty (20) days after cancellation.

Signed this \_\_\_\_\_ day of \_\_\_\_\_

USER:

PORT OF BREMERTON

By: \_\_\_\_\_  
Mayor Gretchen Wilbert

By: \_\_\_\_\_  
Executive Director or Designee

ATTEST:

By: \_\_\_\_\_  
Molly Towslee, City Clerk

Approved as to form:

By: \_\_\_\_\_  
Carol A. Morris, City Attorney

The City of Gig Harbor  
3105 Judson Street  
Gig Harbor WA 98335  
253/851-8136

Commissioner approval received from:

Date \_\_\_\_\_  
By \_\_\_\_\_





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MHS*  
**SUBJECT: CITY NEWSLETTER SERVICES CONTRACT**  
**DATE: NOVEMBER 2, 2001**

**INFORMATION/BACKGROUND**

The attached contract secures services for the reporting, formatting and publication-ready presentation of the city newsletter. The contract is with Rodicka Tollefson, former city beat reporter with the Peninsula Gateway.

**POLICY CONSIDERATIONS**

The individualized attention and reporting fostered by this contract should enable an improved publication.

**FISCAL CONSIDERATIONS**

The not-to-exceed fee for two publications is \$2100.

**RECOMMENDATION**

Staff recommends approval of the contract as presented.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
TOLLEFSON CREATIVE SOLUTIONS**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Tollefson Creative Solutions, a sole proprietor, organized under the laws of the State of Washington, located and doing business in Gig Harbor, Washington, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City Desires that the Consultant perform services necessary to assist the city in the design of the bi-annual City of Gig Harbor newsletter.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Services which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based time and materials, not to exceed Two thousand one hundred dollars and no cents (\$2,100.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B - Schedule of Rates and Estimated Hours**. The Consultant shall not bill for consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless that parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### **III. Relationship of Parties**

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

### **IV. Duration of Work**

The City and the Consultant agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The term of this Agreement shall be from November 13, 2001 through November 13, 2002, unless the agreement is terminated as described in section V, "TERMINATION."

### **V. Termination**

A. Termination of Agreement. The City may terminate this Agreement with or without cause at any time prior to completion of the work described in Exhibit A. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

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

### **VI. Discrimination**

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

## **VII. Indemnification**

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

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

## **VIII. Exchange of Information**

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

## **IX. Ownership and Use of Records and Documents**

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

The consultant reserves the rights to use original artwork and designs created under this agreement for self-improvement purposes only, such as use in a portfolio or design competition.

## **X. City's Right of Inspection**

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

### **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.

### **XII. Resolution of Disputes and Governing Law**

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

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

### **XIII. Written Notice**

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

### **XIV. Assignment**

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

### **XV. Modification**

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

**XVI. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

By:   
Its Principal

THE CITY OF Gig Harbor  
By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
Rodika Tollefson  
Tollefson Creative Solutions  
PO Box 1845  
Gig Harbor, WA 98335  
(253) 884-6784

Mr. Mark Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8136

APPROVED AS TO FORM:

\_\_\_\_\_  
Gig Harbor City Attorney

ATTEST:

\_\_\_\_\_  
Gig Harbor City Clerk

EXHIBIT A  
SCOPE OF SERVICES



Tel. 253-884-6784

Fax 208-545-4828

E-mail [info@rodikat.com](mailto:info@rodikat.com)

[www.rodikat.com](http://www.rodikat.com)

Based on my understanding of the required work, I propose the following:

PROJECT SCOPE AND SPECIFICATIONS:

- Producing the bi-annual City of Gig Harbor newsletter, with the goal to inform residents of important news, issues, accomplishments and other city events and to help them conduct business with the city
- Newsletter includes four tabloid-size pages, black plus one color
- Services will include interviewing department heads, gathering information and writing relevant stories, approximately 5-8 stories per issue plus sidebars and other informational elements
- The city will provide relevant graphics like the city logo, maps etc; I will provide other photographs, original or stock, and other original graphics as needed
- The city will provide general guidance on the appropriate topics or areas to be highlighted in the newsletter as well as desired layout changes
- Services will include writing, editing, proofing and typesetting the material, and a complete redesign of the newsletter layout
- City will review final draft and suggest changes and approve the final proof of the entire newsletter
- Final camera-ready output will be in the format required by the Peninsula Gateway or whichever commercial printer the city will choose

PROJECT TIMETABLE

With the understanding that the next newsletter is due around January 2002, work will begin in late November. A detailed timetable for completion of work will be discussed upon hire.

Interim deadlines can be established at the city's desire; in general, final stage should be completed a week before scheduled printing date.

(continued)

**EXHIBIT B  
SCHEDULE OF RATES AND  
ESTIMATED HOURS**

**PROJECT FEE**

The fee includes all the services outlined, and is based on best estimate of the work required.

The total estimate is \$780-\$1,020 based on hourly charges, with a breakdown as follows:

- Writing, information gathering and interviewing, 5-8 stories: 12-14 hours @\$30/hour  
\$360-\$420
- Editing and final proofs, 2 hours @\$15/hour \$30
- Layout: template set-up, new graphics, photos, sidebars and other elements: 13-16 hrs. @\$30/hour \$390-\$480
- Camera-ready set-up and troubleshooting/working with the printer: 2-4 hrs. @\$30/hour \$60-\$120

Total hours: 29-36      Total charges: \$840-\$1050

Based on the scope of project, no reimbursable expenses are expected. However, should significant expenses become necessary, they will be discussed in advance.

Should the size of the project be significantly less than anticipated, the fee will be reduced accordingly.

Should the services be retained for another newsletter, the flat fee would be reduced if the master layout template remains unchanged.





*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: CANTERWOOD STEP SYSTEM AGREEMENT**  
**DATE: SEPTEMBER 17, 2001**

#### **INFORMATION/BACKGROUND**

Currently, Canterwood does not have city sewer availability because it has no active contract with the City of Gig Harbor. Because Canterwood has no active sewer contract, the 1992 sewer contract amendment that provided criteria for city inspection, and for quality and quantity control of the Canterwood STEP system effluent, is no longer active. It is imperative that a new agreement with the Canterwood STEP Association be established in a form that exists independently of future sewer capacity commitment contracts and that is easy to access. The attached agreement, authored by the City Attorney with the approval of Public Works, will serve these purposes. Also, in order to have a contract for additional sewer, Canterwood Development Corporation, which is requesting a capacity agreement for 30 sewer connections, needs City Council approval of this agreement prior to grant of an additional sewer capacity/extension agreement.

#### **POLICY CONSIDERATIONS**

Much of Canterwood sewerage is connected through the Canterwood STEP system to city sewer on Canterwood Blvd. The STEP system is monitored through a single meter on Canterwood Blvd at Baker Way. This simple methodology for tracking the Canterwood STEP system effluent was negotiated at the time of the original grant of sewer to Canterwood and is cost/effective and beneficial to city rate-payers.

#### **RECOMMENDATION**

Staff recommends City Council approval of the Canterwood STEP System Agreement as presented.

**STEP SYSTEM MANAGEMENT AGREEMENT  
BETWEEN THE CITY OF GIG HARBOR  
AND CANTERWOOD STEP ASSOCIATION**

THIS AGREEMENT, made this 24th day of September, 2001, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Canterwood STEP Association (hereinafter the "Owners").

**RECITALS**

WHEREAS, the City owns and operates a sewer system within and adjacent to its limits; and

WHEREAS, the Owners own property located outside the city limits of the City of Gig Harbor, but such property is within the City's Urban Growth Area; and

WHEREAS, the Owners' property is legally described in Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the Owners have constructed a STEP System for the handling of sanitary sewer waste, which is connected to the City's sewer system by extensions more particularly described on Exhibit B attached hereto and incorporated herein by this reference; and

WHEREAS, the parties have agreed to enter into this Agreement describing the terms and conditions of operation and maintenance of the STEP System and the City's provision of sewer service to the Owners;

NOW, THEREFORE, in consideration of the City's agreement to allow the Owners to connect to the City's sewer system with the STEP System, and the mutual covenants and agreements hereafter set forth, it is agreed by and between the parties hereto as follows:

**TERMS**

A. All of the recitals set forth above are adopted by the parties as material elements of this Agreement.

B. The Owners warrant that they own the property described in Exhibit A, and that they are authorized to enter into this Agreement.

C. The City hereby authorizes the Owners to connect to the City's sewer system in the location designated by the City's Public Works Director, which shall be generally located at Baker Way and Canterwood Blvd.

D. The Owners have constructed the STEP System at their own cost, and such System shall remain in the Owners' ownership. The Owners shall be responsible for operation, repair and maintenance of the STEP System and any support facilities to and including off-gassing and bioxide injection equipment and corrosion protection and the point of connection to the City's sewer system at Canterwood Blvd. At no time shall the City have any responsibility for the Owners' STEP System, support facilities or any other facilities constructed by the Owners.

E. The Owners agree that they will comply with the following:

1. The Owners shall comply with all applicable laws, ordinances and/or other regulations applicable to this project as the same are adopted by any agency with jurisdiction;
2. The Owners agree to allow the City access to any and all sewer collection, STEP System facilities or extensions for purposes of inspection;
3. The Owners shall furnish as-built plans and drawings to the City of the STEP System;

F. The Owners agree that the City shall not be responsible for costs or damages due to the Owner's need to provide alternative arrangements for sewage detention, treatment, and disposal in the event that such alternative arrangements are necessary during repair, maintenance or operation of the Owners' STEP System, or as a result of a disruption of the City's sewage system and/or facilities which precludes or prevents discharge into the City's sewage system.

G. It is understood by and between the parties that the City will allow the Owners to connect to the City's sewer system only if the Owners meet the acceptable parameters for domestic sanitary sewage of pH 6 to pH 9, install off-gassing and bioxide injection equipment and corrosion protection at the point of discharge to the City's system. This Agreement does not address the Owner's (or any subsequent homeowner's) purchase of capacity in or hook-up to the City's sewer system. Discharges from the Owner's STEP system into the City's sewer system shall not exceed the capacity purchased from the City in separate agreements with the City. Any additional discharge into the City's system without the City's prior written consent is strictly prohibited. If any additions are made without the City's prior written consent, the City may take the actions described in Sections H and I herein.

H. In the event that either party is unable to perform any of its obligations under this Agreement because of a natural disaster, actions or decrees of governmental agencies or other unforeseen failure not the fault of the affected party (hereinafter the "Force Majeure Event"), the party who has been so affected immediately shall give notice to the other party and shall do everything

possible to resume performance. If the period of nonperformance exceeds fifteen (15) days from the receipt of notice of the Force Majeure Event, the party whose performance has not been so affected, may, by giving fifteen (15) days' written notice, terminate this Agreement as provided herein.

I. Pursuant to RCW 35.67.310, if the terms of this Agreement are not kept or performed, or the payments are not made as required, the City may disconnect the sewer and for that purpose may at any time enter upon the property described in Exhibit A.

In the event the Owners fail to comply with any term or condition of this Agreement, the City may take the action described above, and in addition, may exercise any other remedy available to the City under applicable law, including specific enforcement.

J. The parties intend that this Agreement have indefinite duration. 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 Owner.

K. All communications regarding this Agreement shall be sent to the parties at the addresses listed below, unless notified to the contrary.

City of Gig Harbor  
3105 Judson Street  
Attn: Public Works Dir.  
Gig Harbor, WA 98335

(Owner)  
Canterwood STEP Association  
4026 Canterwood Dr. NW  
Gig Harbor, 98332

L. All of the provisions, conditions, regulations and requirements of this Agreement shall be binding upon the successors and assigns of the Owner, as if they were specifically mentioned herein.

M. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any resulting dispute shall be in Pierce County Superior Court, Pierce County, Washington. The prevailing party in any legal action shall be entitled to all other remedies provided herein, and to all costs and expenses, including reasonable attorneys' fees, expert witness fees or other witness fees and any such fees and expenses incurred on appeal.

N. If a court of competent jurisdiction finds any section, phrase or portion of this Agreement to be unconstitutional or invalid, the validity of the remaining provisions shall not be affected.

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


P. This Agreement, including its exhibits and all documents referenced herein, constitutes the entire agreement between the City and the Owner, and supersedes all proposals, oral or written, between the parties on the subject.

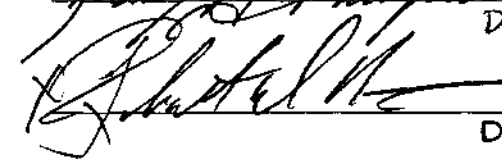
IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year above written.

CITY OF GIG HARBOR

OWNERS

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

  
\_\_\_\_\_  
DIRECTOR

  
\_\_\_\_\_  
DIRECTOR

ATTEST:

By: \_\_\_\_\_  
City Clerk, \_\_\_\_\_

APPROVED AS TO FORM  
OFFICE OF THE CITY ATTORNEY

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

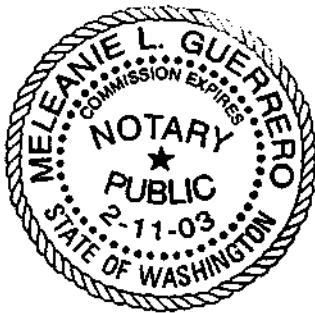
Dated: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
Print Name: \_\_\_\_\_  
Residing at: \_\_\_\_\_  
My Commission expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Rodney Chiuso 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 DIRECTOR of STEP Assoc. to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 6, 2001



Meleanie L. Guerrero  
NOTARY PUBLIC, State of Washington  
Print Name: Meleanie L. Guerrero  
Residing at: Gig Harbor, WA  
My Commission expires: 2-11-03

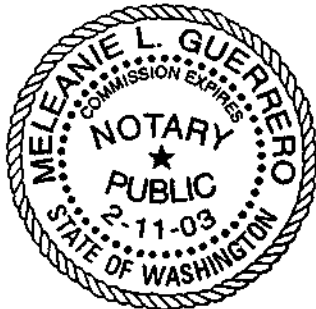
STATE OF WASHINGTON )

COUNTY OF PIERCE )

) ss.

I certify that I know or have satisfactory evidence that Robert Barr 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 Director of STEP Assoc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: Nov. 6, 2001



Meleanie L Guerrero

NOTARY PUBLIC, State of Washington

Print Name: Meleanie L Guerrero

Residing at: Gig Harbor WA

My Commission expires: 2-11-03

Exhibit A

STEP SYSTEM MANAGEMENT AGREEMENT

STEP SYSTEM OWNERS October 2001

<u>LOT</u>	<u>Div</u>	<u>OWNER</u>	<u>SITE ADDRESS</u>	<u>Active</u>
76	2	Baghdadi	5311 Canterwood Dr. NW	
10	4	Shineman	13309 Muir Dr. N.W.	
11	4	Eidal	13313 Muir Dr NW	
12	4	West	13317 Muir Dr NW	
31	4	Block	13320 Muir Dr. NW	
33	4	Kennedy	13304 Muir Dr. NW	
32-1	4	Jasper	13308 Muir Dr. N.W.	
32-3	4	Klock	13316 Muir Dr. N.W.	
32-4	4	Richmond	4414 133rd St Ct NW	
95-4	4	Konsmo	13301 Muir Dr NW	
2	5	Kemak	5401 W. Old Stump Dr. NW	
6	5	Yurg	5517 W Old Stump Dr NW	N
7	5	Schmitz	5521 W Old Stump Dr NW	
8	5	Wagener/Eddy	5601 W Old Stump Dr NW	
1	6	LeMaster	13318 53rd Ave NW	
3	6	Gee	13205 53rd Ave NW	
4	6	Payne	13212 53rd Ave. NW	
5	6	Longmire	13220 53rd Ave. N.W.	
6	6	Tebb	13302 53rd Ave. NW	
7	6	Babin	13316 53rd. Ave NW	
5	7	Grubbs	5614 W. Old Stump Dr. NW	
3	8	McAdams	4310 N. Foxglove Dr. N.W.	
5	8	Hansell	4404 N. Foxglove Dr. NW	
6	8	Rush	4410 N Foxglove Dr NW	N
8	8	Markewitz	4504 N. Foxglove Dr. N.W.	
9	8	Simpson	4506 N. Foxglove Dr. N.W.	
10	8	Courier	4510 N. Foxglove Dr. NW	
11	8	Wilson	4602 Foxglove Dr. NW	
13	8	Kim	4702 Foxglove Dr. NW	
14	8	Frame	4612 Foxglove Dr NW	N
15	8	Kuehner	4706 N. Foxglove Dr. NW	
16	8	Simpson	4704 N Foxglove Dr NW	
19	8	Grant	13512 47th Ave Ct NW	
21	8	Mueller	4802 N Foxglove Dr NW	
23	8	Bennett	4810 N Foxglove Dr NW	



Exhibit A

STEP SYSTEM MANAGEMENT AGREEMENT

STEP SYSTEM OWNERS October 2001

<u>LOT</u>	<u>Div</u>	<u>OWNER</u>	<u>SITE ADDRESS</u>	<u>Active</u>
28	8	Schellberg	5006 N Foxglove Dr NW	
31	8	Hoppe	5104 N Foxglove Dr NW	
32	8	<i>Rush</i>	<i>5110 N Foxglove Dr NW</i>	<i>N</i>
37	8	Nicholson	4505 N Foxglove Dr NW	
38	8	Redd	4501 N Foxglove Dr. N.W.	
40	8	Rodgers	4317 N. Foxglove Dr. N.W.	
1.	9	Daily	4202 127th St. Ct. N.W.	
3	9	Bedford	4212 127th St. Ct. N.W.	
4	9	Robinson-Duff	4215 127th St. Ct. N.W.	
5	9	Carlson	4211 127th St. Ct. N.W.	
6	9	Lane	4205 127th St. Ct. NW	
8	9	Valley	12706 Tanager Dr. NW	
9	9	Simon	12704 Tanager Dr NW	
10	9	<i>Chang</i>	<i>12702 Tanager Dr NW</i>	<i>N</i>
13	9	Olson	4505 126th St Ct NW	
14	9	Schenck/Martinez	4511 126th St Ct NW	
15	9	<i>Eagle Homes</i>	<i>4510 126th St Ct NW</i>	<i>N</i>
16	9	<i>Raquiza</i>	<i>4508 126th St Ct NW</i>	<i>N</i>
17	9	<i>Powell</i>	<i>4506 126th St Ct NW</i>	<i>N</i>
18	9	Canterwood Dev.Co.	4504 126th St Ct NW	<i>N</i>
19	9	Canterwood Dev.Co.	4502 126th St Ct NW	<i>N</i>
21	9	RC Barrett	12518 Tanager Dr NW	<i>N</i>
23	9	<i>Olive</i>	<i>12506 Tanager Dr NW</i>	<i>N</i>
24	9	<i>Seath</i>	<i>12502 Tanager Dr NW</i>	<i>N</i>
25	9	Shockney	12416 Tanager Dr. NW	
27	9	Bone	4507 124th St. Ct. NW	
30	9	Davis	4508 124th St Ct NW	
32	9	Freund	4504 124th St. Ct. NW	
33	9	Jack	4502 124th St Ct NW	
36	9	Fillmore	4411 Towhee Dr NW	
37	9	Picchi	4415 Towhee Dr. NW	
38	9	Maenhout	4419 Towhee Dr NW	
40	9	Keiter	12108 45th Ave. NW	
42	9	Mayer	12102 45th Ave. Ct. NW	
43	9	Yates	4511 Towhee Dr NW	<i>N</i>

Exhibit A

STEP SYSTEM MANAGEMENT AGREEMENT

STEP SYSTEM OWNERS October 2001

<u>LOT</u>	<u>Div</u>	<u>OWNER</u>	<u>SITE ADDRESS</u>	<u>Active</u>
44	9	Kerr	4515 Towhee Dr NW	N
46	9	Kapp	4416 Towhee Dr. NW	
47	9	Ostrofsky/Brenner	4412 Towhee Dr NW	
48	9	Matz	4408 Towhee Dr. NW	
49	9	Richards	4404 Towhee Dr NW	
50	9	Brannick	4402 Towhee Dr NW	
54	9	Franzheim	12415 Tanager Dr. NW	
58	9	Shishido	12611 Tanager Dr. NW	
59	9	Shive	12615 Tanager Dr. NW	
60	9	O'Neill	12701 Tanager Dr. N.W.	
63	9	Hill	12707 Tanager Dr NW	N
65	9	Stahnke	4305 126th St. Ct. NW	
66	9	Dunham	4309 126th St Ct NW	
67	9	Walker	4311 126th St. Ct. N.W.	
68	9	Johnson	4405 126th St. Ct. N.W.	
69	9	Perry	4404 126th St. Ct. NW	
74	9	Rush	4315 125th St Ct NW	N
76	9	Kramer	4402 125th St. Ct. NW	
79	9	Peckinpugh	12502 Nuthatch Dr NW	
80	9	Tyler	12501 Nuthatch Dr NW	
82	9	Mueller	12507 Nuthatch Dr NW	
84	9	Havens	12601 Nuthatch Dr. NW	
85	9	Smith	12605 Nuthatch Dr. N.W.	
1	10	Raquiza	4602 Towhee Dr NW	
3	10	Moreland	11717 Sorrel Run NW	
4	10	Yeager	11711 Sorrel Run NW	
5	10	Ingold	11707 Sorrel Run NW	
6	10	Shorey	11703 Sorrel Run NW	
7	10	Bennett/Irwin	11619 Sorrel Run NW	
8	10	Erdman	11615 Sorrel Run NW	
9	10	Callin	11609 Sorrel Run NW	
10	10	Sydney-Allison	11605 Sorrel Run NW	N
11	10	King	11601 Sorrel Run NW	
13	10	Meyer	11606 Hunter Lane NW	
14	10	Hudson	11610 Hunter Lane NW	

Exhibit A

STEP SYSTEM MANAGEMENT AGREEMENT

STEP SYSTEM OWNERS October 2001

<u>LOT</u>	<u>Div</u>	<u>OWNER</u>	<u>SITE ADDRESS</u>	<u>Active</u>
16	10	Krueger/McDaniel	11620 Hunter Lane NW	
17	10	Toni	11624 Hunter Lane NW	
18	10	Harding	11702 Hunter Lane NW	
19	10	Cole	11706 Hunter Lane NW	
20	10	Kennedy	11710 Hunter Lane NW	
21	10	Allen	11714 Hunter Lane NW	
22	10	Chiapusio	11718 Hunter Lane NW	
23	10	Sabo	11719 Hunter Lane NW	
24	10	Sheedy	11709 Hunter Lane NW	
25	10	Wilson	11621 Hunter Lane NW	
26	10	Cosper	11611 Hunter Lane NW	
27	10	Berres	11607 Hunter Lane NW	
28	10	Naidenovich	11612 Sorrel Run NW	
29	10	Wahlers	11618 Sorrel Run NW	
30	10	Carter	11704 Sorrel Run NW	
31	10	Koenig	11716 Sorrel Run NW	
33	10	Hill	4708 Towhee Dr NW	
34	10	Bethke	4710 Towhee Dr NW	
35	10	Lindeman	4712 Towhee Dr NW	
36	10	Bair	4809 Towhee Dr. NW	
37	10	Keith	4803 Towhee Dr NW	
38	10	Bourland	4715 Towhee Dr. NW	
39	10	Hsu/Chow	4711 Towhee Dr. NW	
40	10	Judson	4707 Towhee Dr NW	
41	10	Lazar	11802 Sorrel Run NW	N
42	10	Haines	11812 Sorrel Run NW	
43	10	Yearian	11902 Sorrel Run NW	
44	10	Downing	11910 Sorrel Run NW	
45	10	Wallace	11916 Sorrel Run NW	
47	10	Yates	11909 Sorrel Run NW	
48	10	Ahn	11901 Sorrel Run NW	
49	10	Clerc	11819 Sorrel Run NW	
50	10	Gugliemo	11813 Sorrel Run NW	
51	10	Rush	11807 Sorrel Run NW	N
52	10	Rush	11801 Sorrel Run NW	

Exhibit A

STEP SYSTEM MANAGEMENT AGREEMENT

STEP SYSTEM OWNERS October 2001

<u>LOT</u>	<u>Div</u>	<u>OWNER</u>	<u>SITE ADDRESS</u>	<u>Active</u>
53	10	Murray	4606 Saddleback Dr. NW	
54	10	Dinces	4607 Saddleback Dr. NW	
1	11	Carlson	5204 W Old Stump Dr NW	
2	11	Carbone	5206 W Old Stump Dr NW	
3	11	McElroy	5208 W Old Stump Dr NW	
4	11	Anderson	5210 W Old Stump Dr NW	
5	11	Guagliardo/Sipple	5212 W Old Stump Dr NW	
6	11	Whitehouse	5214 W Old Stump Dr NW	
7	11	Johnson, Jr	5216 W Old Stump Dr NW	
8	11	Clark	5218 W Old Stump Dr NW	
9	11	Zacheis	5222 W Old Stump Dr NW	
10	11	Matheson	5224 W Old Stump Dr NW	
11	11	Kelly	5226 W Old Stump Dr NW	
12	11	Allison	5228 W Old Stump Dr NW	
13	11	Bratrud	5230 W Old Stump Dr NW	
14	11	Alker	5232 W Old Stump Dr NW	
15	11	Scott	5234 W Old Stump Dr NW	
16	11	Spaid	5236 W Old Stump Dr NW	
17	11	Gautier	5302 W Old Stump Dr NW	
18	11	McIntosh	5304 W Old Stump Dr NW	
19	11	Olson	5306 W Old Stump Dr NW	
20	11	Bethke	5308 W. Old Stump Dr NW	
21	11	Reynolds	5310 W. Old Stump Dr. NW	
22	11	Whitaker	5312 W. Old Stump Dr. NW	
23	11	Volland	5314 W Old Stump Dr NW	
24	11	Baldwin, Trust	5316 W Old Stump Dr NW	
25	11	Van Tassei	5410 W. Old Stump Dr. N.W.	
26	11	Hershman	5412 W. Old Stump Dr. N.W.	
27	11	Eljenholm	5414 W. Old Stump Dr. N.W.	
28	11	Hague	5416 W. Old Stump Dr. N.W.	
Guardhouse		Canterwood Dev.Co.	5400 Baker Way	N



City of Gig Harbor. The "Maritime City"

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

**TO:** MAYOR WILBERT AND CITY COUNCIL  
**FROM:** MARK HOPPEN, CITY ADMINISTRATOR *MH*  
**SUBJECT:** CANTERWOOD SEWER REQUEST  
**DATE:** SEPTEMBER 17, 2001

#### **INFORMATION/BACKGROUND**

Mr. Russell Tanner, on behalf of Canterwood Development Corporation, is requesting 30 ERUs of sewer for the Canterwood development area. Principally, this sewer is intended for the new development of Division 10B on the southern boundary of Canterwood, but contracted capacity will be available generally within the entire boundary of Canterwood. Currently, Canterwood does not have sewer availability because it has no active contract with the City of Gig Harbor.

#### **POLICY CONSIDERATIONS**

Much of Canterwood is connected to city sewer on Canterwood Blvd through the Canterwood STEP system. The STEP system agreement between the City of Gig Harbor and Canterwood is addressed in a separate agreement. The boundary of Canterwood subject to the proposed contract is coterminous with Canterwood's benefit area in ULID #3.

#### **FISCAL CONSIDERATIONS**

The current connection fee for sewer connection in the ULID #3 area is \$1855. The capacity commitment payment for a three-year capacity commitment period for 30 Equivalent Residential Units of sewer is 30 multiplied times \$1855 multiplied times 15 percent ( $30 \times \$1855 \times .15$ ) or \$8347. The remainder of each contracted ERU will be charged at the then-current connection fee rate at the time of actual connection. (The connection fee in this zone may be adjusted over time depending on rate studies, etc.) The capacity commitment payment will be pro-rated and credited per each actual sewer connection at the time of connection. If all contracted sewer connections are not utilized and/or paid-in-full prior to the termination of the contract, then any remaining capacity commitment payment will be forfeit.

#### **RECOMMENDATION**

Staff recommends the extension of 30 ERUs of sewer to the Canterwood Development.

**UTILITY EXTENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

THIS AGREEMENT is entered into on this 16 day of Oct, 2001, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", and Canterwood Development Company, hereinafter referred to as "the Owner".

WHEREAS, the Owner is the owner of certain real property located in Pierce County which is legally described as set forth in Exhibit 'A' attached hereto and incorporated herein by this reference as though set forth in full, and

WHEREAS, the Owner's property is not currently within the City limits of the City, and

WHEREAS, the Owner desires to connect to the City water and sewer utility system, hereinafter referred to as "the utility," and is willing to allow connection only upon certain terms and conditions in accordance with Title 13 of the Gig Harbor Municipal code, as now enacted or hereinafter amended, NOW, THEREFORE,

FOR AND IN CONSIDERATION OF the mutual benefits and conditions hereinafter contained, the parties agree as follows:

1. Warranty of Title. The Owner warrants that he/she is the Owner of the property described in Exhibit 'A' and is authorized to enter into this Agreement.

2. Extension Authorized. The City hereby authorizes the Owner to extend service to Owner's property from the existing utility line on Canterwood Blvd (street or right-of-way) at the following location: Baker Way and Canterwood Blvd.

3. Costs. Owner will pay all costs of designing, engineering and constructing the extension. All construction shall be done to City standards and according to plans approved by the City's Public Works Director. Any and all costs incurred by the City in reviewing plans and in inspecting construction shall be paid for by the Owner.

4. Sewer Capacity Commitment. The City agrees to provide to the Owner sewer utility service and hereby reserves to the Owner the right to discharge to the City's sewerage system 30 ERUs; provided however, that the City retains the authority to temporarily suspend such capacity where necessary to protect public health and safety, or where required to comply with the City's NPDES permit, or any other permits required by any agency with jurisdiction. These capacity rights are allocated only to the Owner's system as herein described. Any addition to this system must first be approved by the City. Capacity rights acquired by the Owner pursuant to this agreement shall not constitute ownership by the Owner of any facilities comprising the City sewerage system. The City

agrees to reserve to the Owner this capacity for a period of 36 months ending on October 21, 2004 , provided this agreement is signed and payment for sewer capacity is commitment received within 45 days after City Council approval of extending sewer capacity to the Owner's property. Sewer capacity shall not be committed beyond a three-year period.

5. Capacity Commitment Payment. The Owner agrees to pay the City the sum of \$ 8347 to reserve the above specified time in accordance with the schedule set forth below.

Commitment period	Percent (%) of Connection Fee
Three years	Fifteen percent (15%)

In no event, however, shall the Owner pay the City less than five hundred dollars (\$500) for commitment for sewer reserve capacity. In the event the Owner has not made connection to the City's utility system by the date set forth above, such capacity commitment shall expire and the Owner shall forfeit one hundred percent (100%) of this capacity commitment payment to cover the City's administrative and related expenses.

In the event the Pierce County Boundary Review Board should not approve extension of the City's sewer system prior to the extension of the commitment period, the Owner shall be entitled to a full refund (without interest) from the City of the capacity agreement.

6. Extension of Commitment Period. In the event the Owner chooses to permanently reserve sewer capacity by paying the entire connection fee for the number of equivalent residential units desired to be reserved before the expiration date set forth above, the Owner shall be responsible for paying each year for the sewer utility system's depreciation based on the following formula: (Owner's reserved capacity divided by the total plant capacity times the annual budgeted depreciation of the sewer facilities.)

7. Permits - Easements. Owner shall secure and obtain, at Owner's sole cost and expense any necessary permits, easements and licenses to construct the extension, including, but not limited to, all necessary easements, excavation permits, street use permits, or other permits required by state, county and city governmental departments including the Pierce County Public Works Department, Pierce County Environmental Health Department, State Department of Ecology, Pierce County Boundary Review Board, and City of Gig Harbor Public Works Department.

8. Turn Over of Capital Facilities. If the extension of utility service to Owner's property involves the construction of water or sewer main lines, pump stations, wells, and/or other city required capital facilities, the Owner agrees if required by the city to turn over and dedicate such facilities to the City, at no cost, upon the completion of construction and approval and acceptance of the same by the City. As a prerequisite to such turn over and acceptance, the Owner will furnish to the City the following:

A. As built plans or drawings in a form acceptable to the City Public Works Department;

- B. Any necessary easements, permits or licenses for the continued operation, maintenance, repair or reconstruction of such facilities by the City, in a form approved by the City Attorney;
  - C. A bill of sale in a form approved by the City Attorney; and
  - D. A bond or other suitable security in a form approved by the City Attorney and in an amount approved by the City Public Works Director, ensuring that the facilities will remain free from defects in workmanship and materials for a period of 2 year(s).
9. **Connection Charges.** The Owner agrees to pay the connection charges, in addition to any costs of construction as a condition of connecting to the City utility system at the rate schedules applicable at the time the Owner requests to actually connect his property to the system. Any commitment payment that has not been forfeited shall be applied to the City's connection charges. Should the Owner not initially connect 100% of the Sewer Capacity Commitment, the Capacity Commitment payment shall be credited on a pro-rated percentage basis to the connection charges as they are levied.
10. **Service Charges.** In addition to the charges for connection, the Owner agrees to pay for utility service rendered according to the rates for services applicable to properties outside the city limits as such rates exist, which is presently at 150% the rate charged to customers inside city limits, or as they may be hereafter amended or modified.
11. **Annexation.** Owner understands that annexation of the property described on Exhibit 'A' to the City will result in the following consequences:
- A. Pierce County ordinances, resolutions, rules and regulations will cease to apply to the property upon the effective date of annexation;
  - B. City of Gig Harbor ordinances, resolutions, rules and regulations will begin to apply to the property upon the effective date of annexation;
  - C. Governmental services, such as police, fire and utility service, will be provided to the property by the City of Gig Harbor upon the effective date of annexation;
  - D. The property may be required to assume all or any portion of the existing City of Gig Harbor indebtedness, and property tax rates and assessments applicable to the property may be different from those applicable prior to the effective date of annexation;
  - E. Zoning and land use regulations applicable to the property after annexation may be different from those applicable to the property prior to annexation; and



- F. All or any portion of the property may be annexed and the property may be annexed in conjunction with, or at the same time as, other property in the vicinity.

With full knowledge and understanding of these consequences of annexation and with full knowledge and understanding of Owner's decision to forego opposition to annexation of the property to the City of Gig Harbor, Owner agrees to sign a petition for annexation to the City of the property described on Exhibit A as provided in RCW 35.14.120, as it now exists or as it may hereafter be amended, at such time as the Owner is requested by the City to do so. The Owner also agrees and appoints the Mayor of the City as Owner's attorney-in-fact to execute an annexation petition on Owner's behalf in the event that Owner shall fail or refuse to do so and agrees that such signature shall constitute full authority from the Owner for annexation as if Owner had signed the petition himself. Owner further agrees not to litigate, challenge or in any manner contest, annexation to the City. This Agreement shall be deemed to be continuing, and if Owner's property is not annexed for whatever reason, including a decision by the City not to annex, Owner agrees to sign any and all subsequent petitions for annexations. In the event that any property described on Exhibit 'A' is subdivided into smaller lots, the purchasers of each subdivided lot shall be bound by the provisions of this paragraph.

12. Land Use. The Owner agrees that any development or redevelopment of the property described on Exhibit 'A' shall meet the following conditions after execution of Agreement:

- A. The use of the property will be restricted to uses allowed in the following City zoning district at the time of development or redevelopment:   R-1
- B. The development or redevelopment of the property shall comply with all requirements of the City Comprehensive Land Use Plan, Zoning Code, Design Review Guidelines, Building Regulations, and City Public Works Standards for similar zoned development or redevelopment in effect in the City at the time of such development or redevelopment. The intent of this section is that future annexation of the property to the City of Gig Harbor shall result in a development which does conform to City standards.

13. Liens. The Owner understands and agrees that delinquent payments under this agreement shall constitute a lien upon the above-described property. If the extension is for sewer service, the lien shall be as provided in RCW 35.67.200, and shall be enforced in accordance with RCW 35.67.220 through RCW 35.67.280, all as now enacted or hereafter amended. If the extension is for water service, the lien shall be as provided in RCW 35.21.290 and enforced as provided in RCW 35.21.300, all as currently enacted or hereafter amended.

14. Termination for Non-Compliance. In the event Owner fails to comply with any term or condition of this Agreement, the City shall have the right to terminate utility service to the Owner's property in addition to any other remedies available to it.

15. Waiver of Right to Protest LID. Owner acknowledges that the entire property legally described in Exhibit 'A' would be specially benefited by the following improvements (specify):

*none*

Owner agrees to sign a petition for the formation of an LID or ULID for the specified improvements at such time as one is circulated and Owner hereby appoints the Mayor of the City as his attorney-in-fact to sign such a petition in the event Owner fails or refuses to do so.

With full understanding of Owner's right to protest formation of an LID or ULID to construct such improvements pursuant to RCW 35.43.180, Owner agrees to participate in any such LID or ULID and to waive his right to protest formation of the same. Owner shall retain the right to contest the method of calculating any assessment and the amount thereof, and shall further retain the right to appeal the decision of the City Council affirming the final assessment roll to the superior court. Notwithstanding any other provisions of this Agreement, this waiver of the right to protest shall only be valid for a period of ten (10) years from the date this Agreement is signed by the Owner.

16. Specific Enforcement. In addition to any other remedy provided by law or this Agreement, the terms of this Agreement may be specifically enforced by a court of competent jurisdiction.

17. Covenant. This agreement shall be recorded with the Pierce County Auditor and shall constitute a covenant running with the land described on Exhibit 'A', and shall be binding on the Owner, his/her heirs, successors and assigns. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. In any suit or action seeking to enforce any provision of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs, in addition to any other remedy provided by law or this agreement.

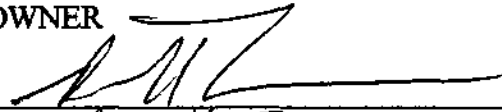
19. Severability. If any provision of this Agreement or its application to any circumstance is held invalid, the remainder of the Agreement or the application to other circumstances shall not be affected.

DATED this 16<sup>th</sup> day of October, 2001.

CITY OF GIG HARBOR

\_\_\_\_\_  
Mayor Gretchen Wilbert

OWNER



\_\_\_\_\_  
Name: Russell Tanner  
Title: President

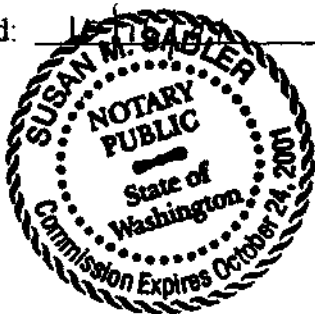
ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, Molly Towslee

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Russell Tannois the person who appeared before me, and said person acknowledged that (he/she) signed this instrument and acknowledged it as the President of CDC to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 10-24-01



Signature Susan M. Sabler  
NOTARY PUBLIC for the State  
of Washington, residing at  
4026 Canterwood Dr NW Ste B Gig Harbor  
My commission expires: 10-24-01

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Gretchen A. Wilbert, is the persons who appeared before me, and said persons acknowledged that they signed this instrument, on oath stated that they are 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 \_\_\_\_\_  
NOTARY PUBLIC for the State  
of Washington, residing at \_\_\_\_\_  
My commission expires: \_\_\_\_\_

## EXHIBIT A

**Legal Description - Includes all sites in Canterwood that are currently connected to the Canterwood STEP system and all sites that will have the STEP system available for connection.**

**Lot 76 Division 1 AFN # 2984785**

**Lots 10, 11,12 Division 4 AFN # 8905250266**

**Short plat of lot 32 Division 4 AFN #9007170402**

**Short plat of lot 9 Division 4 AFN #9007310699**

**Division 5 Replat "A" AFN# 9007300358**

**Division 6 AFN #9006050477**

**Division 7 AFN # 9007240290**

**Division 8 AFN #9006260161**

**Division 9 phase 1 and phase 2**

The West Half of the Northwest Quarter of Section 30, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington.  
Containing 79.2 Acres

**Division 10A and 10 B**

The Northeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington.

And:

The Northeast Quarter of the Southwest Quarter of Section 30, Township 22 North, Range 2 East of the W.M., in Pierce County, Washington.

Together with:

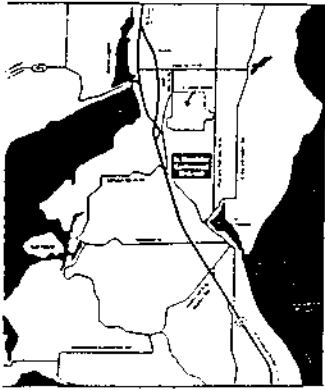
Lot 24 of Division 5 AFN# 8905170206

**Division 11 phase I and phase 2**

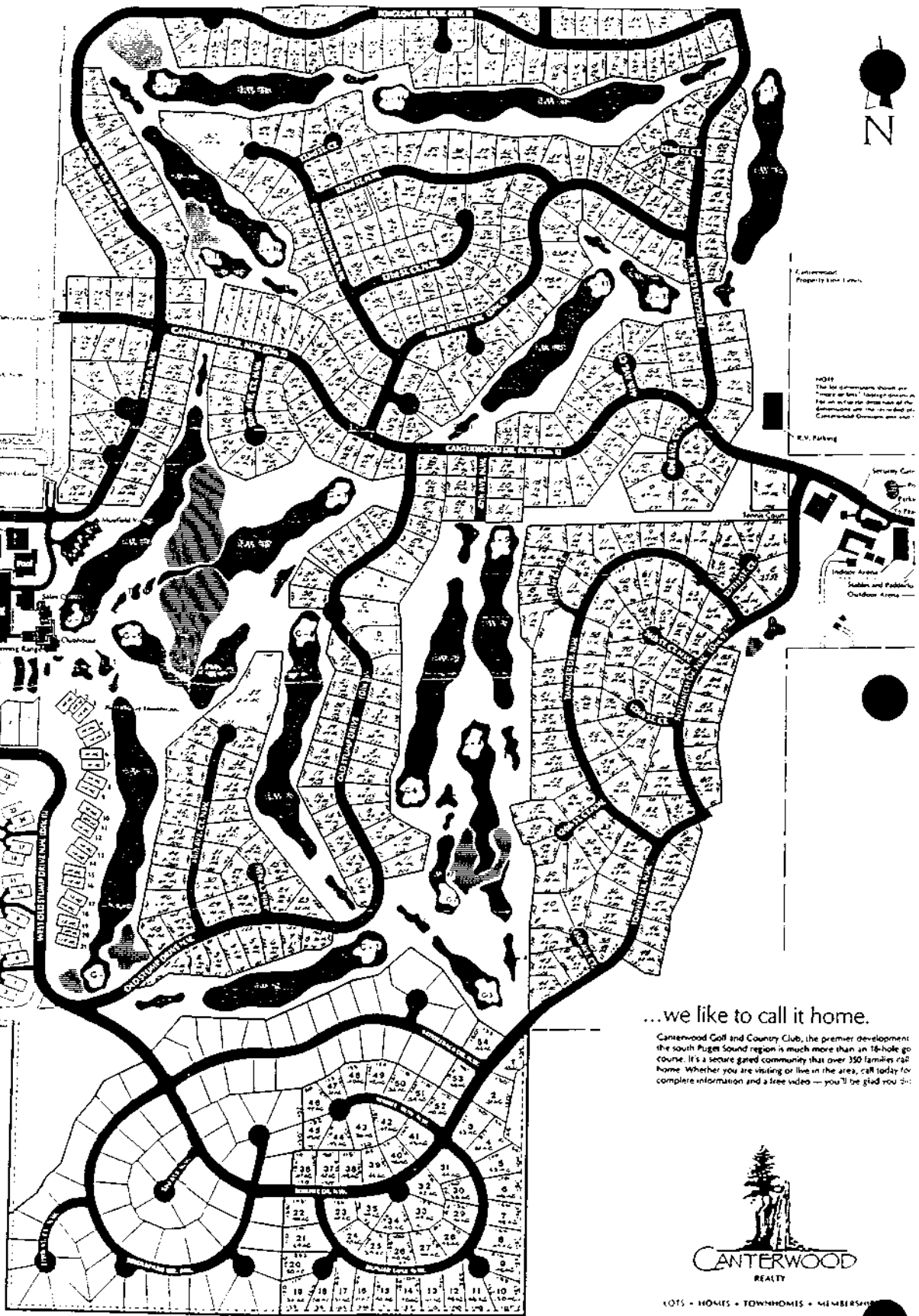
The Southeast Quarter of the Northeast Quarter of Section 25, Township 22 North, Range 1 East of the W.M., Records of Pierce County,

Except That Portion Conveyed to the City of Tacoma, for Transmission Right of Way, by Deed Recorded Under Auditor's No. 677886.

Also Except That Portion Conveyed to the State of Washington



rough Tacoma take the Gig Harbor, Bremerton cut  
 on I-5 to Highway 16, cross Narrows Bridge to  
 Rosedale/Canterwood Blvd. exit. Turn right at the end  
 east and an immediate left onto Canterwood Blvd  
 proceed up hill and around bend to right, Canterwood's  
 an entrance is on the right.



Canterwood  
 Property over 1 year.

HOA  
 The HOA determines which are  
 "transferable lots." Transferable lots are  
 for sale on the open market and are  
 governed by the rules of the  
 Canterwood Owners Association.

R.V. Parking



...we like to call it home.

Canterwood Golf and Country Club, the premier development  
 in the south Puget Sound region is much more than an 18-hole golf  
 course. It's a secure gated community that over 150 families call  
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City of Gig Harbor. The "Maritime City"

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

**CITY OF GIG HARBOR - UTILITIES SERVICE APPLICATION**

Application No. \_\_\_\_\_, Parcel No. \_\_\_\_\_, Date 9/19/01

Applicant CANTERWOOD Dev. Co., Phone # 851-1645

Mailing Address 4026 Canterwood Dr St. B

**STORM WATER CALCULATION:**

Impervious Area (Sq.Ft)	Calculation	Units

Connection/Service ADDRESS OR LOCATION: \_\_\_\_\_  
 Subdivision CANTERWOOD, Lot No. \_\_\_\_\_  
 Date of Hook-Up \_\_\_\_\_, Meter No. \_\_\_\_\_, Size \_\_\_\_\_, Rate \_\_\_\_\_  
 Account No. \_\_\_\_\_, Meter Location \_\_\_\_\_

**WATER SYSTEM HOOK-UP & METER INSTALLATION CHARGES:**

Meter Size	Capacity Factor(s)	Hook-Up Fee (Inside City Limits)	Hook-Up Fee (Outside City) (1)	Meter Charge	Total Fees
3/4"	1	\$1,305.00	\$1,960.00	\$450.00	\$
1"	1.67	\$2,175.00	\$3,260.00	\$555.00	\$
1-1/2"	3.33	\$4,350.00	\$6,525.00	(2) \$1,130.00	\$
2"	5.33	\$6,960.00	\$10,440.00	(2) \$1,260.00	\$
Over 2"	(3)	(3)\$	(3)\$	(3) \$	\$

**IMPACT FEES & OTHER CHARGES:**

Street Boring (2)	\$ 10.00 / Foot		\$
Open Street Cut (2)	\$ 20.00 / Foot		\$
Park Impact Fees	Residential @ \$1,500.00		\$
Transportation Impact Fees	Residential @ \$ 517.30 Commercial/Multi - @ \$		\$
Water Latecomer Fees	Latecomer Fee Calculation \$ _____ Administration Fee \$ _____		\$

Notes: (1) If project is outside the city limits, the hook-up fee is (1.5) times inside city rate.  
 (2) Time & Material Plus 10% (3) Negotiable

**TOTAL WATER, IMPACT AND OTHER CHARGES:** \$ \_\_\_\_\_

**BASIC SEWER SYSTEM CONNECTION FEE:**

Zone A	Zone B, C, D	Other	# Of ERU'S *	Total Fee
\$ 755.00	\$ 1,855.00	\$ 2,605.00	30	\$ _____ .00

• Equivalent Residential Unit Calculation for non-residential service:

\_\_\_\_\_ ( \_\_\_\_\_ ERU's per \_\_\_\_\_ ) X ( \_\_\_\_\_ ) =  
 Class of Service Conversion rate for appropriate unit (sq. ft., seats, students, etc.) Number of units Equivalent ERU's

**SPECIAL CHARGES:**

Check (X)	Type of Fee (1)	FEE
	Encroachment Permit Application & Fee	\$ 50.00
	Sewer Stub Inspection Fee	\$ 125.00
	House Stub Inspection Fee (\$25 in city / \$37.50 out)	\$
	As-Built Plans Fee (Refundable)	\$ 150.00
	Sewer Latecomers Fee/Administration Fee	\$

Note: (1) Single Family Residence only (See Public Works Department for Multi-Family and Commercial)

**TOTAL WATER, IMPACT & OTHER FEES PAID:** \$ \_\_\_\_\_

**TOTAL SEWER SYSTEM FEES PAID:** \$ \_\_\_\_\_

**GRAND TOTAL FEES PAID WITH THIS APPLICATION:** \$ \_\_\_\_\_

Application is hereby made by the undersigned property owner or his/her agent for water and/or sewer service for which I agree to pay in advance, for the following estimated charges, the exact charges shall be paid as established by City Resolution, and will be determined at the time a water availability certificate is issued and be payable immediately upon completion of the installation.

I further agree that all rates and charges for water, sewer and/or storm service to the above property shall be paid in accordance with the now-existing ordinances and regulations of the City or any ordinances or regulations adopted hereafter. I agree to comply with the water, sewer and storm drainage service existing ordinances/regulations of the City or any such ordinances/regulations adopted hereafter.

I understand that the City will use all reasonable effort to maintain uninterrupted service, but reserves the right to terminate the water and/or sewer service at any time without notice for repairs, expansions, non payment of rates or any other appropriate reason and assumes no liability for any damage as a result of interruption of service from any cause whatsoever.

I understand that if the City issues a water availability certificate to me, such certificate shall be subject to all ordinances and regulations of the City, as they now exist or may hereafter be amended, and that such certificate expires within one year from the date of issuance, if I do not pay the required fees and request an actual hook-up or connection to the above-identified individual parcel of property within that time period.

I understand that the City shall maintain ownership in such water meters installed by the City and the City shall be responsible for providing reasonable and normal maintenance to such meters.

*Jova Jackson* 9/19/01  
 Applicant's Signature Date

**TO BE COMPLETED BY STAFF ONLY:**

Receipt No.	Fees Paid	Date	Received By
Building Official	P.W. Inspector	P.W. Supervisor	Finance Technician



City of Gig Harbor

Wednesday September 19, 2001 4:18 PM  
Receipt No.0004863

ADMFSw  
Admin fees - 402 Sewer/Can  
terwood Development Co-New  
Swr Contract 100.00

Total -----  
100.00

Payment: Check 100.00  
# 8166  
Cash: 0.00  
Change: 0.00

Customer: Canterwood Development Co  
Cashier: MM  
Station: CR1



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID BRERETON INTERIM, PUBLIC WORKS DIRECTOR**  
**SUBJECT: PURCHASE AUTHORIZATION – PREFABRICATED RESTROOM**  
**DATE: NOVEMBER 7, 2001**

### INTRODUCTION/BACKGROUND

Purchase of a prefabricated public restroom to be installed at the Finholm View Climb was budgeted for in the year 2001. Price quotations for the prefabricated building were obtained from three vendors in accordance with the City's Small Works Roster process for the purchase of materials (Resolution 411). The price quotations are summarized below:

<u>Respondent</u>	<u>Unit Price</u>	<u>Sales Tax</u>	<u>Total</u>
Amtech Corporation	\$ 10,400.00	\$832.00	\$ 11,232.00
CPM Technology	\$ 10,400.00	\$842.40	\$ 11,242.40
Joseph Hughes Construction	\$ 11,200.00	\$907.20	\$ 12,107.20

The lowest price quotation received was from Amtech Corporation in the amount of \$11,232.00, including state sales tax.

### FISCAL CONSIDERATIONS

Budgeted funds are available for this project in the Parks Fund.

### RECOMMENDATION

Staff recommends that Council authorize purchase of the prefabricated building from Amtech Corporation, as the lowest responsible respondent, for their price quotation proposal amount of eleven thousand two hundred thirty-two dollars and no cents (\$11,232.00), including state sales tax.



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCILMEMBERS**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: BUILDING APPRAISALS**  
**DATE: OCTOBER 8, 2001**

**Information/Background**

I have solicited bids from the Small Works roster for a summary appraisal of the City Hall and the Planning/Building Department buildings to determine fair market value for the buildings.

<b>The bids are:</b>	<b>Planning Building</b>	<b>City Hall</b>
<b>Trueman Appraisal:</b> <i>A full appraisal would be an additional \$500.</i>	<b>\$2,500</b>	<b>\$4,000</b>
<b>Greer Patterson &amp; Associates Inc.</b>	<b>\$2,750</b>	<b>\$4,000</b>
<b>Full:</b>	<b>\$3,500</b>	<b>\$5,000</b>
<b>Strickland Heischman &amp; Hoss Inc.</b> <i>A full appraisal would be an additional \$500.</i>	<b>\$1,200</b>	<b>\$3,800</b>

The attached contract identifies Strickland Heischman & Hoss as the appraiser for the properties at \$6000. The contract is for a complete, self-contained full MAI appraisal of the municipal buildings at 3105 Judson Street and 3125 Judson, providing market value for these buildings. Determining the market value for the buildings is preparatory to establishing a sale price for the open market sale of the properties. Council has directed staff to place the proceeds from the sale of both buildings in a reserve building fund to retire, in whole or in part, the public debt on the new Civic Center at the earliest possible time.

**Recommendation**

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

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
STRICKLAND HEISCHMAN & HOSS INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Strickland Heischman & Hoss Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3551 Bridgeport Way West, Tacoma, Washington (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently planning the sale of the current municipal buildings and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated October 25, 2001, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Six thousand dollars (\$6,000.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant shall not bill at a rate that exceeds the amount stated above, unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

B. The Consultant shall submit an invoice to the City after such services have been performed, and upon completion of the services described in this Agreement. The City shall pay the full amount of an invoice within forty-five (45) days of receipt. If the City objects to all or any

portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

### III. Relationship of Parties

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

### IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed within 45 days of execution of this contract; provided however, that additional time shall be granted by the City for excusable days or extra work.

### V. Termination

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

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

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

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

## **IX. Exchange of Information**

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

the process of performing the work, and that the City is entitled to rely upon any information supplied by the Consultant which results as a product of this Agreement.

#### **X. Ownership and Use of Records and Documents**

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

#### **XI. City's Right of Inspection**

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

#### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

#### **XIII. Work Performed at the Consultant's Risk**

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



#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

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

CONSULTANT  
Fred Strickland  
Strickland Heischman & Hoss Inc.  
3551 Bridgeport Way West  
Tacoma, Washington 98466  
(253) 564-3230

Mark E. Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

#### **XVII. Assignment**

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

**XVIII. Modification**

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

**XIX. Entire Agreement**

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

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

By: \_\_\_\_\_  
CITY OF GIG HARBOR  
Mayor

Notices to be sent to:

CONSULTANT  
Fred Strickland  
Strickland Heischman & Hoss Inc.  
3551 Bridgeport Way West  
Tacoma, Washington 98466  
(253) 564-3230

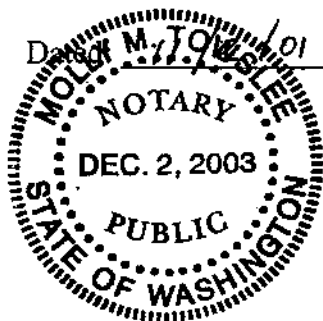
Mark E. Hoppen  
City Administrator  
City of Gig Harbor  
3105 Judson Street  
Gig Harbor, Washington 98335  
(253) 851-8145

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

ATTEST:  
  
\_\_\_\_\_  
City Clerk

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Fred Strickland 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 President of Strickland Heischman & Hoss Inc., to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.



Molly M Towstee  
Molly M. Towstee  
(print or type name)

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

Gig Harbor

My Commission expires: 12/2/03

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**

A complete, self-contained, MAI Certified appraisal of the municipal buildings located at 3105 Judson Street and 3125 Judson Street, providing market value of these building.

Three sets of said appraisal will be provided to the City of Gig Harbor.



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**DATE: OCTOBER 22, 2001**  
**SUBJECT: SECOND READING - 2001 TAX LEVY ORDINANCE**

#### **INTRODUCTION**

This is the first reading of an ordinance setting the 2001 property tax levy for collection in 2002.

#### **POLICY CONSIDERATIONS**

This levy assumes passage of I-747, which limits property taxes to a 1% increase over last years' levy. The 2002 budget is built assuming a 1% property tax increase over the current levy. This is approximately \$60,000 less than if a 6% increase were levied.

#### **FINANCIAL**

Property taxes are approximately 7% of 2002 General Fund revenue budget and 63% of the Street Fund operating budget. The City's preliminary assessed valuation for 2002 is \$819,199,016 and the levy set for collection in 2002 is \$1,227,187.

#### **RECOMMENDATION**

Staff recommends adoption of the ordinance.

**CITY OF GIG HARBOR**

**ORDINANCE NO. \_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, LEVYING THE GENERAL PROPERTY TAXES FOR THE CITY OF GIG HARBOR FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2002.**

**WHEREAS**, the City Council of the City of Gig Harbor attests that the City population is 6,485; and

**WHEREAS**, the City Council of the City of Gig Harbor have properly given notice of the public hearing held October 22, 2001 to consider the City's General Fund revenue sources for the 2002 calendar year, pursuant to RCW 84.55.120; and

**WHEREAS**, the City Council of the City of Gig Harbor has considered the city's anticipated financial requirements for 2002, and the amounts necessary and available to be raised by ad valorem taxes on real and personal property,

**NOW, THEREFORE**, the City Council of the City of Gig Harbor, Washington **ORDAINS** as follows:

**Section 1.** The ad valorem tax general levies required to raise estimated revenues for the City of Gig Harbor for the ensuing year commencing January 1, 2002, shall be levied upon the value of real and personal property which has been set at an assessed valuation of \$819,199,016. Taxes levied upon this value shall be:

The 2001 property tax for collection in 2002 is \$1,227,187 which is an increase of \$57,201 and 1% over the 2000 levy, in addition to that resulting from the addition of new construction and improvements to property and any increase in the value of state-assessed property.

**Section 2.** This ordinance shall be certified by the city clerk to the clerk of the board of county council and taxes hereby levied shall be collected and paid to the Finance Director of the City of Gig Harbor at the time and in a manner provided by the laws of the state of Washington for the collection of taxes.

**Section 3.** This ordinance shall be published in the official newspaper of the city, and shall take effect and be in full force five(5) days after the date of its publication.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its

Mayor at a regular meeting of the council held on this \_\_ day of \_\_, 2001.

---

Gretchen A. Wilbert, Mayor

ATTEST:

---

Molly Towslee  
City Clerk

Filed with city clerk:

Passed by the city council:

Date published:

Date effective:



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: AVALON WOODS REQUEST**  
**DATE: NOVEMBER 8, 2001**

**INFORMATION/BACKGROUND**

In relation to recent safety concerns expressed by the Avalon Woods homeowners, Avalon Woods homeowners are submitting the attached ordinance as a model ordinance for Council consideration with respect to the operation of shooting sports facilities within city limits. The attached ordinance was drafted by Jim Haney of the law firm Ogden Murphy Wallace for the City of Redmond, which previously has not incorporated regulations relating to shooting sports facilities within Redmond City limits.

**RECOMMENDATION**

Staff recommends that the City Council request legal and Planning Department review of the ordinance, adapting the Redmond ordinance for city purposes.



**RECEIVED**

NOV 9 - 2001

CITY OF GIG HARBOR

November 8, 2001

Mark Hoppen  
Gig Harbor City Hall  
3105 Judson Street  
Gig Harbor, WA

Re: Gig Harbor Sportsman's Club

The shooting incident in Avalon Woods of August 30, 2001, has brought to the forefront the need to have the city step in and regulate the Gig Harbor Sportsman's Club. Talking with other residents of Gig Harbor North, many are concerned with the safety, noise levels, hours of operation and environmental protection.

We feel resolving these long standing issues between the Sportsman's Club and residents of Gig Harbor North, will improve the quality of life for all concerned.

We look forward to working with the Council and City Staff until these issues are resolved.

Sincerely,



Dave Odell

Enclosures

To: City Council

III.A.1

From: Rosemarie Ives, Mayor

Date: October 2, 2001

RE: Licensing Regulations for Shooting Sports Facilities (Redmond Municipal Code Chapter 5.80)

---

#### **I. RECOMMENDED ACTION**

Adopt the attached Shooting Range Ordinance as Section 5.80 of Redmond Municipal Code Title 5: Business Licenses and Regulations.

#### **II. DEPARTMENT CONTACT**

Jane Christenson, Senior Policy Analyst	(425) 556-2107
Larry Gainer, Assistant Chief of Police	(425) 556-2526
Jim Haney, City Attorney	(206) 447-7000

#### **III. WHAT IS THE POLICY QUESTION?**

Should the City of Redmond adopt an ordinance to provide for safe operation of a shooting sports facility in anticipation of annexing the area that includes the Interlake Sporting Association, formerly the Interlake Rod and Gun Club?

#### **IV. DESCRIPTION**

In November 2000, the King County Boundary Review Board (BRB) issued a Resolution and Hearing Decision regarding Redmond's annexation of an unincorporated area on NE Rose Hill that includes the Interlake Rod and Gun Club property. The proposed ordinance is intended to establish licensing regulations for this type of land use that is not currently addressed in the Redmond municipal code. It covers licensing, fees, safety standards, use of consultant experts to inspect such facilities, liability, complaints, appeals and penalties. Without such an ordinance, there are currently no provisions in the City's code that will enable the City to regulate the operation of shooting sports facilities or to respond effectively to community safety concerns.

In developing the ordinance, City staff and the City Attorney researched existing ordinances from across the country governing the licensure and operation of gun ranges in urban and urbanizing areas. While the current King County ordinance served as a basis for the City's proposed ordinance, it was significantly augmented to include provisions regarding operating standards and specifications, the complaint process, and investigations following any reported violations.

City staff reviewed an earlier draft of the ordinance in August 2001 with the Council's Public Safety and Planning and Public Works Committees. Based on comments from committee members, the ordinance was revised to include provisions regarding the use of certified mail in the complaint process (section 5.80.100 (1) (a)) and to expand the appeals provisions to specifically detail in full rather than simply reference the City's hearing examiner process (section 5.80.120).

Since Council Committee members reviewed the earlier draft, the City has also received comments from several parties, including members and representatives from the Interlake Sporting Association, the Issaquah Sportsmen Club, and the Pierce County Sportsmen's Council. In response to these concerns, the following ordinance sections were subsequently amended as noted:

- 5.80.030(2) was expanded to detail the requirements for a complete license application
- 5.80.050(1) was amended to be consistent with the appeal section
- 5.80.080(6) was amended to clarify that the provisions of the NRA Range Source Book manual are to be complied with, as appropriate to the type of facility
- 5.80.080(16) was amended to clarify that alcohol isn't allowed during the time the facility is open for shooting
- 5.80.110(2) and (3) were revised to clarify that the costs need to be reasonable and that the costs must be paid on any investigation done in connection with an initial license, a renewal, and a reinstatement, but that they only have to be paid on a violation if the violation in fact is found to exist

Beyond the ordinance itself, it should be noted that a number of events involving the gun range and its operation have received community attention. Briefly, King County (the responsible jurisdiction prior to annexation) suspended the license of the gun club in early August 2000 after an incident involving an errant bullet from the club's pistol range. During this period of suspension, the King County Sheriff's Department and the City of

Redmond have cooperatively sought the advice of a gun range safety expert, who inspected the facility and recommended changes to the physical facility and the operating procedures of the club. More recently, on September 20, 2001, an additional errant bullet incident was reported, resulting in another license suspension which is still in effect of this writing.

**V. ALTERNATIVES**

1. Adopt the ordinance as proposed
2. Amend the proposed ordinance and adopt with amendments.

**VI. ATTACHMENTS**

Proposed Shooting Range Ordinance: New Chapter 5.80 of Redmond Municipal Code  
Public Comments Received on Proposed Ordinance

- Letter dated 8/31/01 from Laurence Weatherly of Keller Rohrback L.L.P.
- Email dated 9/01/01 from Alan England
- Facsimile dated 9/11/01 from Tom Mechler of Issaquah Sportsmen Club
- Email dated 9/12/01 from William T. McKay of McKay Huffington
- Letter dated 9/24/01 from James McAfee of Pierce County Sportsmen's Council

APPROVED FOR COUNCIL AGENDA:

\_\_\_\_\_  
Rosemarie Ives, Mayor

\_\_\_\_\_  
Date

00020.080035

:jch

3/27/01

R: 4/17/01

R: 4/27/01

R: 9/19/01

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER 5.80 TO THE REDMOND MUNICIPAL CODE IN ORDER TO REGULATE SHOOTING SPORTS FACILITIES; REQUIRING SUCH FACILITIES TO OBTAIN A LICENSE FROM THE CITY IN ORDER TO OPERATE; ESTABLISHING REGULATIONS FOR SUCH OPERATION; PROVIDING FOR THE SUSPENSION OR REVOCATION OF SUCH LICENSES AND FOR APPEALS FROM SUCH LICENSING ACTIONS; PROVIDING PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

---

WHEREAS, shooting sports facilities, as defined in this ordinance, require regulation in order to ensure that such facilities are operated safely and without significant impacts on surrounding properties or on the public health, safety, and welfare, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

Section 1. Licensing of Shooting Sports Facilities. A new Chapter 5.80 is hereby added to the Redmond Municipal Code to read as follows:

**Chapter 5.80  
SHOOTING SPORTS FACILITIES**

**Sections:**

- 5.80.020 Definitions.
- 5.80.030 License Required.
- 5.80.040 Operating without a License Prohibited.
- 5.80.050 Denial, Suspension or Revocation of License.
- 5.80.060 License Fee.

**PRELIMINARY**

- 5.80.070 License Renewal.
- 5.80.080 Operating Standards and Specifications.
- 5.80.090 Liability.
- 5.80.100 Complaint Process.
- 5.80.110 Hiring and Paying for Consultants and Investigators.
- 5.80.120 Appeals.
- 5.80.130 Penalty.
- 5.80.200 Severability.

#### **5.80.020 Definitions.**

(1) "Administrator" means the Finance Director of the City of Redmond, or his or her successor. The Finance Director may delegate his or her duties under this chapter to another official of the City of Redmond.

(2) "Public Safety Authority" means the Redmond Police Department and Redmond Fire Department or delegate agencies as named by the Redmond Chief of Police or Redmond Fire Chief, respectively.

(3) "Operator" means the operating license applicant, and any of its officers, directors, partners, or owners.

(4) "Range" means any individual or group of firing positions for a specific shooting type.

(5) "Range Master" or "Range Officer" means a person or persons trained and appointed by the operators of a shooting sports facility to oversee the safe discharge of shotguns, rifles, or handguns in accordance with the safety specifications of this chapter and any additional safety specifications that may be adopted by the operators of the shooting sports facility.

(6) "Shooting sports facility" means an indoor or outdoor facility designed and specifically delineated for safe shooting practice with firearms. Archery ranges are specifically excluded from this definition.

(7) "Shooting types" means rifle, handgun or shotgun shooting.

#### **5.80.030 License Required.**

(1) The operators of all existing shooting sports facilities shall apply for an operating license no later than three

**PRELIMINARY**

months from the effective date of this chapter. If an operating shooting facility is annexed to the City of Redmond, the shooting facility operator shall apply for an operating license no later than three months from the effective date of the annexation.

(2) The operator of each new shooting sports facility shall apply for an operating license at the time of application for building permits or land use permits necessary for the new facility. The application shall be made on a form prescribed by the Administrator and shall include all of the following information:

(a) The name, address, and telephone number of the person completing the application;

(b) The name, address, and telephone number of the facility;

(c) The names, addresses, and telephone numbers of all owners of the facility. If the owner is a partnership, the names, addresses and telephone numbers of all partners. If the owner is a corporation, the names, addresses and telephone numbers of all corporate officers;

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

(e) The shooting types allowed or proposed to be allowed at the facility;

(f) The names, addresses, and telephone numbers of all persons proposed to serve as designated range masters in compliance with RMC §5.80.080(7);

(g) The days of the week and the hours of operation that the facility is or is proposed to be open;

(h) Whether use of the facility will be restricted to members or whether the facility will be open to the public;

**PRELIMINARY**

(i) The site plan required by RMC §5.80.080(3) showing the location of all buildings, parking areas, and access points; safety features of the facility; elevations of any outdoor range showing target areas, backdrops or butts; and the approximate location of buildings on adjacent properties;

(j) The notarized certification required by RMC §5.80.030(3);

(k) The operations plan required by RMC §5.80.080(4);  
and

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

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

(4) Upon receipt of an application for a shooting sports facility operating license, the Administrator will make a determination as to whether or not such application is complete. If the application is not complete, the applicant shall be so notified and the application shall not be processed further until such time as the applicant completes it. When the application is complete, the Administrator will forward copies of the same to the Public Safety Authority, the City Planning and Community Development Department, and any other City department or personnel deemed appropriate by the Administrator in order to determine whether the shooting sports facility meets the requirements of this chapter and any other applicable City ordinance or regulation. Each consulted department or staff member shall review the application for compliance with regulations administered by that department or staff member and shall forward a report to the Administrator containing the results of that review.

(5) By applying for and as a condition of issuance of a shooting sports facility operating license, the shooting sports facility operator agrees to permit representatives of the Public Safety Authority and any other appropriate City personnel to enter

**PRELIMINARY**



the facility at all reasonable times in order to perform site inspections in regard to licensure, complaints, incidents, or any public safety concerns. Prior notification of such inspections will be to the operator when reasonably possible.

(6) The Administrator is authorized to issue a shooting sports facility operating license upon determining that the facility meets the requirements of this chapter and other applicable City ordinances and regulations. The Administrator shall make that determination after receiving the reports of the Public Safety Authority and other consulted departments and personnel and only if the Public Safety Authority and such consulted departments and personnel determine that the application and the facility are in full compliance with this chapter and any other applicable City ordinances or regulations.

(7) The shooting sports facility operating license issued under this chapter shall authorize only those shooting types that have been specifically applied for and that are identified in the license. The addition of new shooting types at a shooting sports facility shall require amendment of the existing license before any such new shooting type is allowed. The process for amending a license shall be the same as the process for initial issuance of a license.

This section shall not relieve the applicant of any obligation to obtain any other required business license, land use, fire safety, or building permits or approvals, except shooting sports facilities in operation prior to the effective date of this chapter shall not be required to seek new land use, fire safety or building permits solely for issuance of a license. All facilities licensed under this subsection must conform to or abide by the City of Redmond's business license requirements as described in RMC §5.04

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

#### **5.80.040 Operating without a License Prohibited.**

(1) No shooting sports facility shall operate without a license issued pursuant to this chapter, provided, that shooting sports facilities operating on the effective date of this chapter that have submitted required license applications before this same date

**PRELIMINARY**

may continue to operate without a City of Redmond shooting sports facility license pending approval or denial of the license application under RMC § 5.80.030. All such operation shall be conducted in compliance with RMC § 5.80.080, *Operating Standards and Specifications*. Such operation shall cease upon denial of the license application and exhaustion of any administrative appeal.

(2) If a shooting sports facility operating under a valid King County shooting sports facility permit or license is annexed to the City of Redmond, it may continue to operate until the Administrator decides on the application as provided in RMC § 5.80.030. Once annexed, the shooting sports facility shall operate in compliance with RMC § 5.80.080, *Operating Standards and Specifications*.

#### **5.80.050 Denial, Suspension or Revocation of License.**

(1) The Administrator may deny, suspend or revoke any license issued under this chapter if the applicant, any of its officers, directors, partners, or members have violated any of the provisions of this chapter, or if the information supplied by any applicant in connection with any license issuance, inspection, or renewal under this chapter is determined to be false or to have been a misrepresentation. Whenever the Administrator denies, suspends, or revokes any license under this chapter, written notice of the same shall be provided to the designated contact person for the shooting sports facility by certified or regular mail. The notice shall specify the grounds for the denial, suspension, or revocation. If said notice is sent by regular mail, the notice shall be deemed received three days after the same is deposited in the United States mail, postage prepaid, correctly addressed to the contact person. If said notice is sent by certified mail, the notice shall be deemed received when signed for, or if the contact person fails or refuses to sign for the same, the notice shall be deemed received three days after the same is deposited in the United States mail, postage prepaid, correctly addressed to the contact person.

(2) If the City of Redmond Police Department, or its successor, determines that any participant, spectator, neighboring property or member of the public has been injured or endangered as a result of range design, operation or management of shooting activities or that rounds shot at the facility have escaped the property on which the shooting sports facility is located, the Administrator may immediately suspend or revoke any shooting sports facility license issued pursuant to this chapter.

**PRELIMINARY**

Reinstatement or re-issuance of any license suspended or revoked pursuant to the provisions of this chapter will be contingent on review and determination by the Administrator that the shooting sports facility operator has made sufficient and appropriate modifications to the design or operation of the facility to reasonably address the specific deficiencies found to have contributed to the injury, endangerment, or escaped rounds.

**5.80.060 Operating License Fee.** A non-refundable application and license fee of \$100.00 shall be charged for review and processing of the initial application for the shooting sports facility operating license and for each renewal application.

**5.80.070 License Renewal.** An initial shooting sports facility operating license shall be valid upon issuance and shall continue in effect through December 31 of the year in which it is issued, unless suspended or revoked as provided in this chapter. The shooting sports facility operating license and the facility's business license shall be reviewed and renewed every year thereafter, and the renewed license shall be valid from January 1 to December 31 of the renewal year, unless suspended or revoked as provided in this chapter. New shooting types shall not be permitted until authorized by a new or amended license. Applications for license renewal shall be made in writing on forms prescribed by the Administrator and shall include the information required by this chapter or the Administrator for an initial license. Renewal applications shall be accompanied by the non-refundable application and license fee established by this Chapter. Included with the renewal application shall be an affirmative written statement that the existing operations plan of the shooting sports facility (which has been approved by the Public Safety Authority) is still in force and effect, or a copy of a modified operations plan with changes highlighted. Applications for renewal shall be made at least thirty days prior to the expiration of the existing license. The process for renewal of a shooting sports facility operating license shall be the same as for initial application.

**5.80.080 Operating Standards and Specifications.** All shooting sports facilities licensed under this chapter shall comply with the following operating standards and specifications:

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

**PRELIMINARY**

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

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

(4) An Operations Plan shall be submitted that includes the rules for each range, sign-in procedures, and restrictions on activities in the use of ranges. Every Operations Plan shall prohibit loaded firearms except as provided by the range safety specifications and operating procedures.

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

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

(7) All shooting sports facilities shall have a designated range master or masters. A designated range master must be present whenever the shooting sports facility is open to the public and may oversee as many as three simultaneous public events within a shooting sports facility. The range master shall be trained in shooting safety, the safe operation of shooting sports facilities, first aid, and the facilities' emergency response procedures.

(8) Warning signs shall be installed and maintained along the shooting sports facility property lines.

**PRELIMINARY**

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

(10) The shooting sports facility operator shall report in writing to the Redmond Police Department all on-site and off-site gunshot wounds resulting from activity at the shooting sports facility and any measures that are proposed to address any deficiencies that may have contributed to the wounds. The Redmond Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

(11) The shooting sports facility operator shall report in writing to the Redmond Police Department all rounds that escape from the property on which the shooting sports facility is located and any measures that are proposed to address any deficiencies that may have contributed to the errant rounds. The Redmond Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

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

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

(14) Storage and handling of explosive materials, including ammunition when applicable, shall be in accordance with the Redmond Fire Code (CDG 20E.100.10). Unless exempt, storage and handling shall be by permit issued per CDG 20E.100.10-030 (3).

(15) All shooting sports facilities shall comply with and abide by the City of Redmond's Noise Standard per CDG §20D.100.

(16) No alcohol, narcotics, or controlled substances shall be permitted on or in use at any shooting sports facility during any time that the facility is open for shooting.

**PRELIMINARY**

(17) The use of steel targets at a shooting sports facility is strictly prohibited.

(18) The use of multiple projectile rounds such as buckshot, 50BMG (Browning machine gun), tracer, incendiary, or armor piercing ammunition is strictly prohibited at a shooting sports facility.

(19) No automatic weapons may be used at a shooting sports facility unless under the control and use of a licensed official of the United States, State of Washington, or a political subdivision of the State of Washington in an official capacity.

(20) All shooting sports facilities are required to have fencing surrounding the entire property a minimum of six feet in height. This does not apply to indoor ranges.

#### **5.80.090 Liability.**

The express intent of the City of Redmond City Council is that responsibility for complete and accurate preparation of applications, plans and specifications, for compliance with applicable laws, including but not limited to those set forth in this chapter, and for safe design, construction, use and operation of facilities regulated herein shall rest exclusively with applicants and their agents. This chapter and the codes adopted herein are intended to protect the health, safety and welfare of the general public and are not intended to protect any particular class of individuals or organizations. This chapter shall not be construed as placing responsibility for code compliance or enforcement upon City of Redmond or any officer, employee or agent of the City of Redmond. Application review and inspections conducted pursuant to this chapter are intended to determine whether a shooting sports facility is in compliance with the requirements of this chapter. However, those inspections and reviews that are done do not guarantee or assure either that any design, construction, use or operation complies with applicable laws or that the facility is safely designed, constructed, used or operated. Nothing in this chapter is intended to create any private right of action based upon noncompliance with any of the requirements of this chapter.

#### **5.80.100 Complaint Process.**

(1) Upon receiving a written complaint to the effect that any shooting sports facility is in violation of any provision of this chapter, the Administrator shall:

**PRELIMINARY**

(a) Issue a notice of complaint to the shooting sports facility operator advising such person of the allegation(s) made in the complaint. The notice shall be sent to the designated contact person by certified mail and may be sent by regular mail as well. The notice shall be deemed received when signed for, or if the contact person fails or refuses to sign for the same, the notice shall be deemed received three days after the same is deposited in the United States mail, postage prepaid, correctly addressed to the contact person;

(b) Request the shooting sports facility operator to respond, in writing, to the allegation(s) in the notice of complaint within thirty days of receipt of the notice of complaint;

(c) Investigate, through the use of the Administrator's staff, the Public Safety Authority, or any other appropriate City department or personnel, the allegation(s) in the written complaint and the response submitted by the shooting sports facility operator;

(d) Make a finding as to the validity of the allegation(s) in the written complaint, based upon information received from those conducting the investigation of the complaint. If it is found that violation of any of the shooting sports facility operating standards or any other provision of this chapter has occurred, the Administrator shall issue a written notice and order requiring that the operator suggest and implement measures or procedures to correct any violations of this chapter and to bring the shooting sports facility into full compliance.

(2) The notice and order issued under subsection (1) may suspend or revoke the license of the shooting sports facility if the requirements of RMC §5.80.050(2) *Denial, Suspension or Revocation of License*, are met.

(3) Failure to comply with the notice and order issued as a result of the above process will result in the suspension and/or revocation of the license involved. Such suspension/revocation will last one year from the date the license is surrendered.

(4) If the Administrator concludes that the complaint is accurate, that it discloses a violation of this chapter, and that the operator has not proposed or effectively implemented measures or procedures to correct any violations of this chapter; the Administrator may revoke a license issued under this chapter.

**PRELIMINARY**

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

**5.80.110 Hiring and Paying for Consultants and Investigators.**

(1) The Administrator may hire consultant(s) or investigators to:

(a) Review license applications and license renewals under this chapter;

(b) Inspect properties on which applications for licenses and license renewals have been made under this chapter;

(c) Inspect facilities licensed under this chapter to determine if they comply with this chapter and approved licenses and plans;

(d) Investigate, in cooperation with the Redmond Police Department, complaints, incidents, and reports of injury or endangerment of persons or property, or of rounds escaping the facility;

(e) Review and investigate proposals to bring facilities into compliance with the chapter.

(2) The license applicant shall pay the actual and reasonable costs of consultant(s) and investigator(s) reviewing the application or inspecting the shooting sports facility in connection with any initial licensing, license reinstatement, or renewal decision. The license applicant shall deposit with the Administrator the Administrator's estimate of the cost of the consultant(s) and investigator(s) at the same time as any application is made. If the actual costs of the consultant(s) and investigator(s) exceed the deposit, the license applicant or operator shall increase the deposit within ten days of the Administrator's request for such an increase. Any unexpended funds shall be refunded to the applicant or operator.

(3) The operator of any shooting sports facility shall be required to reimburse the City for any and all actual and reasonable costs of consultant(s) and investigator(s) retained by the City to review and investigate violations of this chapter by the facility, but

**PRELIMINARY**



only when a violation is actually determined to have occurred. Where an alleged violation is investigated and determined to be unfounded, the shooting sports facility shall not be responsible for the costs incurred by the City.

(4) Notwithstanding the participation of other City departments and personnel, and notwithstanding any information or advice received from any consultant, the Public Safety Authority shall retain full authority for determining whether a shooting sports facility is in compliance with this chapter and any other applicable City ordinance or regulation. In exercising that authority, the Public Safety Authority may consider expert consultant advice, professional knowledge, and any or all other information available regarding shooting ranges and shooting sports facilities, but shall not be bound by any such advice, knowledge or information in any specific case.

#### **5.80.120 Appeals.**

(1) Any person aggrieved by the Administrator's decision to approve, condition, or deny an application required by this chapter or to suspend or revoke an application under the chapter may file an appeal of such decision. Any such appeal must be filed in writing with the Administrator within ten (10) days from the date the Administrator's decision is received or deemed received by the designated contact person.

(2) Upon receipt of an appeal, the Administrator shall forward the same to the Hearing Examiner. The Hearing Examiner shall schedule and hold a hearing on the appeal within thirty (30) days following the Administrator's receipt of the appeal. During the pendency of the hearing and until final action is taken by the City Council as provided herein, the Administrator's decision shall be stayed, provided, that the Hearing Examiner may, at the request of the Administrator and following a hearing provided for this purpose, order the shooting sports facility to cease operations pending the appeal hearing if the Hearing Examiner determines that ceasing operations is necessary to prevent an imminent danger to the public health or safety. At the appeal hearing, both the applicant or licensee and the Administrator shall be entitled to be represented and to present evidence. Upon completion of the hearing, the Hearing Examiner shall make written findings and conclusions and shall issue a recommendation to the City Council on the appeal. At a public meeting, the City Council, upon considering the recommendation of the Hearing Examiner, shall, without taking additional evidence:

**PRELIMINARY**

(a) Accept the Hearing Examiner's recommendation as presented and thereby uphold the decision of the Examiner; or

(b) Overturn the decision of the Hearing Examiner and either issue its own decision based upon the record or remand the matter to the Hearing Examiner for the taking of additional evidence; or

(c) Modify the Hearing Examiner's decision based upon the record made before the Examiner.

(3) Appeal from a decision of the City Council under this section shall be to the King County Superior Court and must be filed and served within thirty (30) days after the decision of the City Council.

(4) In the event that the applicant or licensee fails to appeal the Administrator's decision within the time periods provided in this section, the decision shall be final.

(5) Whenever any license issued under this chapter is suspended or revoked, the shooting sports facility operator shall immediately return said license to the Administrator.

**5.80.130 Penalty.** Any person violating or failing to comply with any provision of this chapter shall be guilty of a misdemeanor, and, upon conviction thereof, shall be punished as provided in Section 1.01.110 of the Redmond Municipal Code, or its successor.

**5.80.200 Severability.** Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this chapter.

Section 2. Effective Date. This ordinance, being an administrative action, is not subject to referendum, and shall take effect and be in full force five (5) days after publication of a summary consisting of the title.

CITY OF REDMOND

**PRELIMINARY**

\_\_\_\_\_  
MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK BONNIE MATTSON

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY JAMES E. HANEY

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

PRELIMINARY



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MHS*  
**SUBJECT: SCHOOL DISTRICT FIELD SUPPORT RESOLUTION**  
**DATE: OCTOBER 30, 2001**

#### **INFORMATION/BACKGROUND**

At the last Council Meeting, City Council members requested that the attached resolution be crafted and returned to the City Council for deliberation. The resolution supports a Pierce County proposal for the expenditure of revenues from the "Zoo-Trek" ballot measure passed in November, 2000, whereby voters authorized a tax designed for the support of regional zoos, parks, and community recreational facilities. The proposed expenditure on the Gig Harbor Peninsula (also attached) will improve four area athletic fields for intensive use and reduced maintenance. In addition, yearly maintenance and operation dollars will be provided for these improved recreational facilities.

#### **POLICY CONSIDERATIONS**

If our Peninsula area is to receive immediate benefit from these recreation support monies, then only existing Peninsula School District facilities are eligible for benefit. (Pierce County Council Amendment #7). Pierce County Parks and Recreation maintains that "...improvements to the District sites will dramatically enhance youth and adult opportunities to use these sites evenings and weekends for community recreation programming."

#### **FISCAL CONSIDERATIONS**

The attached draft spending plan issued by Pierce County identifies \$3.5 million of expenditures for area Peninsula School District fields.

#### **RECOMMENDATION**

Staff recommends approval of the resolution as presented.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON, IN SUPPORT OF PIERCE COUNTY PARKS AND RECREATION IMPROVEMENTS TO PENINSULA SCHOOL DISTRICT FIELDS, INCLUDING THE PENINSULA HIGH SCHOOL FOOTBALL FIELD, THE GIG HARBOR HIGH SCHOOL FOOTBALL FIELD, THE GIG HARBOR HIGH SCHOOL SOFTBALL FIELD AND THE GOODMAN MIDDLE SCHOOL FOOTBALL/SOCCER FIELD.**

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**WHEREAS**, Pierce County residents voted in November, 2000, to support a tax to support zoos, parks, and regional community recreational facilities; and

**WHEREAS**, the taxes collected are limited resources which are designated to serve all of Pierce County; and

**WHEREAS**, currently, the Peninsula School District has been the primary provider of outdoor recreational facilities for the greater Gig Harbor Community; and

**WHEREAS**, the Gig Harbor City Council supports the concept introduced by Pierce County Councilmember Karen Biskey in the 2001 Pierce County budget, which maximizes the use of taxpayer dollars; and

**WHEREAS**, the limitations of the existing Peninsula School District fields have, to date, curtailed community use of existing fields; and

**WHEREAS**, the proposed interlocal agreement would provide improvements to existing Peninsula School District fields, which would significantly expand the opportunities for community recreational activities; and

**WHEREAS**, the proposed interlocal agreement would also contribute \$75,000 per year to the Peninsula School District for maintenance and operations costs on these improved fields and \$35,000 per year for expanded recreational service;

**NOW BE IT RESOLVED THAT:** The City of Gig Harbor supports a proposed interlocal agreement to create a new Pierce County/Peninsula School District partnership to maximize the investment of taxpayer dollars and expand community recreational opportunities for Pierce County residents in the Gig Harbor area.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR  
this \_\_\_ day of \_\_\_\_\_, 2001.

APPROVED:

\_\_\_\_\_  
GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

---

MOLLY M. TOWSLEE, CITY CLERK

FILED WITH THE CITY CLERK: 10/26/01

PASSED BY THE CITY COUNCIL:

RESOLUTION NO.

## DRAFT SPENDING PLAN

The landslide approval of Proposition 1 last September by the voters of Pierce County was a clear mandate that parks were necessary and important. The language in the sales tax measure distributes the proceeds as follows: Northwest Trek and Pt Defiance Zoo & Aquarium receive 50% and the cities and Pierce County will share 50% which will be divided according to population. Pierce County's estimated share is about \$2 million per year. Collection began in April of this year.

In Pierce County's 2002-2007 Capital Facilities Plan (CFP), we projected needed expenditures for new parks and trails and existing park improvements to be \$45 million dollars. Even with the annual \$2 million in sales tax and \$700,000 in impact fees, our ability to accomplish major projects would be limited. Most likely, construction of large projects would be phased year by year. Construction and management costs would increase in some cases.

The most logical and efficient way to complete large construction projects is to bond against our existing revenues. By using Pierce County's inside bonding authority, several major projects can be completed in a short time period, thereby allowing a more immediate use of the park by the citizens of the county.

We are proposing that the County Council capitalize our sales tax revenues this year and allow us to develop and complete four very important projects. They are the Rogers-Zeiger Recreation Complex on South Hill, the renovation and expansion of Sprinker Recreation Center, the upgrading and improving of 4 school sites in the Peninsula School District and the completion of the Foothills Trail. Accomplishing these projects in the next three years would provide park and recreation services to an estimated 500,000 users each year. Total construction costs for these four projects using combined funding from the sales tax bond issue, impact fees and outside grants would be \$25 million. Additional administrative, maintenance and operation costs would be added, although some program revenues would also be collected. Following is a description of each project.

### **ROGERS-ZEIGER RECREATION COMPLEX                      \$8,000,000**

The community of South Hill has grown to over 30,000 people and there are no park facilities to serve the area. The complex would be constructed on Puyallup School District property. The county will pay the construction costs and the district and the county will share in the facility operational costs. The project includes four lighted baseball/softball fields, four soccer fields, one will be lighted, improvements to the Rogers High School baseball field, concession & restroom bldg, maintenance bldg, required street improvements, parking and landscaping. The district will use the complex for instruction, intermural activities and athletic competition and the county will schedule it evenings and weekends.

### **SPRINKER RECREATION CENTER                                      \$6,000,000**

Pierce County's largest and most popular multipurpose park is Sprinker Recreation Center. Located in the center of the Spanaway-Parkland-Midland-Summit communities numbering almost 60,000 people, Sprinker provides regular parks and recreation services documenting about 300,000 users per year. Some repairs are necessary to the building and by

adding some additional facilities, we can substantially reduce the operating deficit which is of some concern. Phase I of the Sprinker Master Plan revealed needed structural improvements and upgrades necessary to the ice arena machinery in the 25 year old bldg. Upgrades to the ice arena are needed to reduce rising energy costs. The huge demand for ice skating programs encourage us to consider a second sheet of ice. Two rinks, side by side, would greatly expand our ice skating program and generate sufficient revenue to close the subsidy gap. An additional improvement to the Sprinker campus would be gymnasium and fitness facility. This would address several needs. First, it will give us a suitable location to develop programs for kids in the community. It might be the Boys & Girls Clubs doing the programming, but whoever doesn't matter. Its having suitable facilities to accommodate the activities. This facility could also expand our county-wide basketball/volleyball/badminton/pickelball indoor programs. This added facility will also allow Sprinker to create a family oriented health & fitness program. Perhaps by offering a club-style option membership, Sprinker could further reduce the troublesome financial deficient. Phase II of the Sprinker Master Plan should begin immediately to ensure that a legitimate process is developed to decide Sprinkers future.

**PENINSULA SCHOOL DISTRICT FACILITY UPGRADES \$3,500,000**

In November 2000, Council Amendment # 7 directed us to "utilize existing facilities" in the Peninsula School District. We have had several meetings with district personnel regarding program expansion and facility improvements. The District provided us with a priority list of school sites to be upgraded. They are:

Peninsula HS football field,	add Field Turf	\$900,000
Gig Harbor HS football field,	add Field Turf & lights	\$1,175,000
Gig Harbor HS softball field,	add lights	\$250,000
Goodman MS football/soccer field,	add Field Turf & lights	\$1,175,000

Additionally we will contribute \$75,000 per year to the District for M & O costs and \$35,000 per year for expanded recreation services.

These improvements to the District sites will dramatically enhance the youth and adult opportunities to use these sites evenings and weekends for community recreation programming.

**FOOTHILLS TRAIL \$7,683,000**

Pierce County began working on the Foothills Trail in 1986. Since that time we have acquired about 85% of the route and paved over 9 miles of trail. The entire corridor is about 30 miles long. Most of the finances for the Trail have come from federal, state and private granting sources. Progress, though steady, has been slow. The paved sections of the Trail are extremely popular with walkers, bike riders, joggers, equestrians, in-line skaters, mothers with strollers and skate boarders. Its used daily, year-around! Additional trail paving will greatly increase the number of users. Our proposed paving schedule is:

McMillin to Meeker	2002
Orting to Buckley	2003
Cascade Jct to Wilkeson/Carbonado	2004

The Foothills Trail is part of a growing network of non-motorized public trails. We are working with Sumner, Puyallup, Enumclaw and Gig Harbor along with the towns on the Foothills route to create a county-wide system of interconnecting trails. The Foothills is the anchor that will join east with west.



These four projects are ready to go with planning, design or construction. The bonding rules require that the bonded funds be spent in three years.

Through Resolution # 2001-44 the County Council initiated a process for considering the public's need for parks in unincorporated Pierce County to be funded using the 1/10th of one percent sales tax and other revenues available for park spending. This process shall include a revised draft proposed spending plan and a public involvement program. There are ten elements in the Resolution to be investigated. Following is a report on the process.

1) Identify the method by which projects are to be prioritized or rated;

We combined some new discussions with some existing criteria. Our main thrust at the issue was a public meeting with members of the PC P & R Citizens Advisory Board, the City of Lakewood P & R Advisory Board, the PC Conservation Futures Advisory Board and other guests. We held a brain storming session and posed the question as it is stated in the Resolution. There were an abundance of suggestions. Following a lengthy review and debate, the participants voted on the suggestions. We tallied the results. Next we reviewed Title 19A of Pierce County's Comprehensive Plan which speaks directly to parks criteria for location and a mechanism to prioritize the development of new parks within Pierce County. We also spent a considerable amount of time reviewing priorities with our parks staff. Following is list of the priorities

- Pierce County should be a regional provider of active parks, open space and linear trails. Regional parks provide opportunities and amenities that serve large segments of the population, are not readily available at other sites and provide unique services like accessibility to water, high competition athletic facilities, family picnic areas, community centers, camping facilities, and speciality parks (golf courses, equestrian parks, etc.)
- Pierce County should look for partnership opportunities with other jurisdictions such as school districts, cities and community groups. Through inter-local agreements, Pierce County should strive to develop facilities on publicly owned property. Site improvements which offer a joint or shared use, are preferable.
- Park sites should have good accessibility by public roads, access to transit, and needed utilities in place. The site should not be unreasonably restricted by environmental, legal, permitting, legislative or political constraints.
- Communities should be targeted for park improvements when there are no other regional parks in the area, where the citizens have limited access to parks and recreation programs, where ownership issues are easily resolved and the costs to develop and maintain the site are financially feasible. The facilities within the site should be in heavy demand by the community. The area may also be projected for heavy future growth.

2) Assume the County will be divided into separate park service areas that coincide with community planning areas;

Pierce County has three levels of planning advisory bodies that have been established by the

County. They are Community Councils, Community Planning Boards and Land Use Advisory Commissions established by ordinance. The Land Use Advisory Commissions are the bodies referred to in EHB 3105, the statute which created the sales tax measure for parks. There are nine Land Use Advisory Commissions. They are Graham Advisory Commission, South Hill Advisory Commission, Peninsula Advisory Commission, Spanaway Advisory Commission, Parkland Advisory Commission, Upper Nisqually Advisory Commission, North Clover Creek-Collins Advisory Commission, Frederickson Advisory Commission, and the Summit Waller Advisory Commission. Seven of the nine Commissions' planning areas are served by projects in our spending plan. Only Graham and Upper Nisqually are remote from our project service areas, however both of these communities have regional parks nearby which are recommended for funding in future years.

3) address the use of bonding and other available funding options to fund projects; We are recommending that Pierce County bond against our sales tax revenue for the four recommended projects and combine the sales tax with impact fees and grants. Along with construction costs we are including administration and M/O costs to manage the facilities. We also expect additional revenues to assist in management of some of the facilities. We project using \$18,950,000 from sales tax and \$6,233,000 from Impact Fees and other grants for construction costs of \$25,183,000 for our proposed projects.

4) propose expenditures that are within the fiscal constraints of revenues the County can reasonably expect to collect and allocate to parks:  
Our proposed projects may be accomplished using our present revenue sources which include the sales Tax, Impact Fees and outside grants. We are forecasting sufficient funding from our revenues to make our debt service payments.

5) provide for projects over a six-year horizon;  
Initially we proposed two phases of park projects for years 2002-2007, however without an additional source of revenue, we would be unable to meet the debt service requirements for six years of projects.

6) include a plan for consistency with the County's Comprehensive Plan, Capital Facilities Plan and any applicable Community Plan, if available;  
The Comprehensive Plan for Pierce County, Washington as amended through Ordinance 99-93S2, Section 19A.30.160, LU-Rc describes that Pierce County recreation areas will be located in consideration of the following: item #8 Develop a comprehensive system of multi-purpose trails for recreational bicyclists, hikers, walkers, joggers, casual strollers, equestrian use and neighborhood residents. Link urban neighborhoods to major parks and community facilities, and with proposed trails to other community and regional facilities. Extend trails through natural area corridors which will provide a high quality, diverse sampling of county environmental resources. Item #10 Support the development of regional athletic facilities that meet competitive standards and requirements for all age groups and recreational interests. Concentrate on field and court activities which provide for the largest number of participants. Develop, where appropriate, a select number of regional facilities that are oriented to the highest competitive playing standard for multi agency use. Item #11 Support the development of regional indoor community and recreational centers which provide for specialized community activities and

athletic uses on a year-round basis. Develop, where appropriate, a select number of regional centers that are oriented to the most significant indoor activities for multi agency use.

In the Pierce County Comprehensive Plan, Capital Facilities Element (CFP) all four projects in our proposed spending plan are listed. The complex on South Hill and the Foothills Trail have been listed for a long time and have not been altered in the CFP. The use of Peninsula School District facilities is a change from our original CFP project which called for a regional park on the Peninsula to include lighted athletic facilities. There have been several improvements listed for Sprinker in the CFP over time. The suggested improvements will be reviewed during Phase II of the Sprinker Master Plan.

There are three prepared Community Plans, the Upper Nisqually Valley Community Plan, the Parkland-Spanaway-Midland Communities Plan and the Gig Harbor Peninsula Community Plan. There are others in progress. I have reviewed the completed plans and our draft spending plan is generally consistent with the community plans, although the community plans recommend neighborhood and community parks as well. The Gig Harbor Peninsula Plan states that Pierce County should continue to function as the regional park provider on the Peninsula and work with the city of Gig Harbor and the community in their efforts to provide an extensive system of community and neighborhood parks. In the Parkland-Spanaway-Midland plan it discusses some community sites and also states that Sprinker Recreation Center (SRC) should be expanded and improved in accordance with the recently developed SRC Master Plan. SRC should be modified to include accommodations for youth and teens, perhaps with the addition of a Boys and Girls Club. The Upper Nisqually Valley Plan only mentions the county property in Ashford which is listed in our Capital Facilities Plan.

7) incorporate provisions of the parks related interlocal agreements between Pierce County and other jurisdictions, if available;

In the two partnership projects with the Puyallup School District and the Peninsula School District, we will prepare an interlocal agreement for construction, maintenance and operation. At Sprinker Recreation Center we will continue our collaborative approach with the Boys & Girls Club of Pierce County seeking ways to expand our programs for youth in the surrounding community.

8) consider joint funding of new parks projects within incorporated areas when the municipality has not used the new sales tax revenue to replace or supplant existing per capita funding as described in subsection (6) (b) of the Act;

None of our proposed projects are subject to joint funding proposals with other municipalities.

9) provide for associated operation and maintenance costs;

In our proposed spending plan we address annual administration and maintenance & operation costs for the Rogers-Zeiger Complex, Sprinker Recreation Center and the Peninsula School District sites. The Foothills Trail receives a portion of the County's gas tax allocation for its operation and maintenance costs.

I trust the information is sufficient for your consideration.



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP** *JPV*  
**DIRECTOR, PLANNING & BUILDING SERVICES**  
**SUBJECT: INTERLOCAL AGREEMENT BETWEEN THE CITY AND PIERCE COUNTY**  
**FOR FIRE INVESTIGATION SERVICES**  
**DATE: NOVEMBER 13, 2001**

#### **BACKGROUND**

The City has been relying upon the service of the Pierce County Fire Marshal's office for the investigation of the origin, cause, circumstances, and extent of loss of suspicious fires within the City limits. It is appropriate that the City and County formalize this arrangement through an interlocal agreement.

#### **FISCAL IMPACT**

The City would pay \$1,320.00 per fire investigation. For the year 2001, the cost will be \$3,960.00. In future years, the annual cost will be determined by a five year rolling average of the actual number of investigations conducted. This anticipated cost has been incorporated into the 2002 budget.

#### **RECOMMENDATION**

I would recommend that the City Council move approval of the interlocal agreement with Pierce County for fire investigation services and further authorize the Mayor's signature on said agreement.



Pierce County

Department of Emergency Management

STEVEN C. BAILEY  
Director

Fire Prevention Bureau  
2401 South 35th Street  
Tacoma, Washington 98409-7494  
(253) 798-7179 • FAX (253) 798-3131

WAYNE A. WIENHOLZ  
Fire Marshal

October 19, 2001

MR. JOHN P. VODOPICH, AICP  
DIRECTOR, PLANNING & BUILDING SERVICES  
CITY OF GIG HARBOR  
3125 JUDSON STREET  
GIG HARBOR, WA 98335

RE: CONTRACT FOR FIRE INVESTIGATION SERVICES

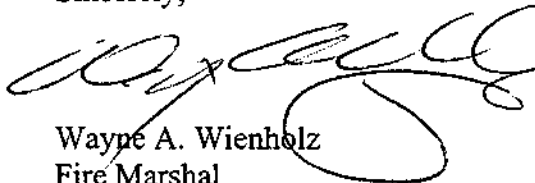
Dear Mr. Vodopich,

As we have discussed in recent e-mail communications, I am sending you final copies of the agreement between Gig Harbor and Pierce County for fire investigation services. I have enclosed three copies of the agreement for signature by City of Gig Harbor officials.

Once I have received the signed copies back, I will send them through the County system for signature. After that is complete we will send an invoice to the City or Gig Harbor for payment of year 2001 services (pursuant to our agreement to provide the City fire investigation services while the contract was being completed).

We thank all of you, at Gig Harbor, who spent so much time working through the contract process. It is a pleasure to work together for the good of our citizens. If I can be of further assistance, please feel free to contact me at 253-798-7183.

Sincerely,



Wayne A. Wienholz  
Fire Marshal

Cc: Steve Bailey, DEM Director  
Larry Claiborne, Gig Harbor Fire Chief  
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**INTERLOCAL AGREEMENT FOR FIRE INVESTIGATION SERVICES  
BETWEEN THE CITY OF GIG HARBOR AND PIERCE COUNTY**

THIS AGREEMENT is made and entered into by and between PIERCE COUNTY, a political subdivision of the State of Washington, (hereinafter referred to as "County") and the City of GIG HARBOR, a municipal corporation of the State of Washington, (hereinafter referred to as "City")

WHEREAS, RCW 48.48.060(1)(a) provides that the chief of a fire department has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the city limits of the city; and

WHEREAS, RCW 48.48.060(1)(b) provides that the county fire marshal or other fire official so designated by the county legislative authority has the responsibility for investigating the origin, cause, circumstances, and extent of loss of all fires within the unincorporated areas of the county; and

WHEREAS, RCW 48.48.060(3) provides that cities, towns, and counties may enter into interlocal agreements to meet the responsibility required by RCW 48.48.060; and

WHEREAS, County and City believe it to be in the best interests of their citizens that County provide fire investigation services within the City jurisdiction in the event of a fire or explosion or related occurrence; NOW THEREFORE,

IT IS HEREBY AGREED AS FOLLOWS:

1. Purpose. It is the purpose of this agreement to provide an economical mechanism to provide for the determination of origin and cause of fires, explosions or related occurrences and to conduct such investigations in a competent manner and to pursue such fire investigations to a reasonable conclusion.

2. Duration. The duration of this agreement shall be that period commencing on the 1st day of January 2001 and terminating at midnight on the 31st day of December 2005, unless this agreement is sooner extended or terminated in accordance with the terms hereof.

3. Definitions. As used in this agreement, the following definitions will apply.

A. "Fire Investigation" means the process of determining the origin, cause, development and circumstances of a fire or explosion and following the facts to a reasonable conclusion.

B. "Fire Investigator" means a Deputy Fire Marshal of the Pierce County Fire Prevention Bureau fully trained and equipped to conduct competent, complete and accurate fire investigations.

C. "On-Call" means a Fire Investigator immediately available for response(or consultation) to a Fire Investigation or related incident 24 hours per day, 7 days per week, 365 days per year.

4. Services. County shall provide fire investigation services in a professional manner and fashion utilizing recognized techniques, practices and skills as associated with fire investigation throughout the United States. County shall perform all services as specified in Attachment "A".

5. Records Management. County shall prepare a report for each fire investigation conducted in City.

County shall provide copies of all complete fire investigation reports prepared by County to City. City shall be the custodian of such complete fire investigation reports pursuant to State law. County shall release no reports or information concerning any fire investigation performed for City without written authorization by City.

6. Compensation. City shall pay County upon execution of this agreement the sum of \$1320.00 per fire investigation per year for all services rendered under the terms of this agreement, based on a rolling average of the past 5 year fire investigation response history within City. The rolling average for the past five years shall be three (3) fire investigations per year. The first year, 2001, compensation shall be \$3,960.00, based on the three (3) fire investigation per year average. Payment is due and payable on January 31, 2001, and on the same schedule for subsequent years of the contract. Annual increases for subsequent years shall be based upon the growth in the previous years January to December Consumer Price Index for the Seattle urban area (as available), and the average number of fire investigation responses by County to City for the past five years, using a rolling average method of calculation, and/or based upon modifications in the annual work plan as agreed upon by the parties.

7. Termination. Either party may terminate this agreement upon ninety (90) days written notice to the other party. Notices and other communications shall be transmitted in writing by U.S. Mail, postage prepaid, addressed to the parties as follows:

If to Pierce County, to: Pierce County, Office of the Executive  
930 Tacoma Avenue South, Room 737  
Tacoma, WA 98402-2102

If to City of Gig Harbor: City of Gig Harbor  
Attention: City Administrator  
3195 Judson St.  
Gig Harbor, Wa 98335

8. Renewal. This agreement may be renewed for agreed upon terms upon the mutual agreement of the parties as signified by a Memorandum of Renewal signed by the duly authorized representatives of each of the parties.

9. Hold Harmless and Indemnification. Each party shall defend, indemnify and hold harmless the other from liability or any claim, demand or suit arising because of said party's negligence or intentional acts. Each party shall promptly notify the other of any such claim.

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 City, its officers, officials, employees and agents, and County, its officers, officials, employees and agents, each party's liability hereunder shall be only to the extent of that party's negligence.

10. General. Neither party may assign or transfer this contract or any rights or obligations hereunder without the prior written consent of the other party. This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all previous negotiations, proposals, commitments, writings, and understandings of any nature whatsoever. Any changes to this contract requested by either party may only be affected if mutually agreed upon in writing by duly authorized representatives of the party's hereto.

City is not undertaking to insure County Fire Investigators in the performance of this contract.

None of County's fire investigators shall be or shall be deemed to be an employee of City. In the performance of the work described in this Agreement, County fire investigators will direct and control the performance and details of the work. None of the benefits provided by City to its employees or officers, including, but not limited to, compensation, insurance, and unemployment insurance are available from City to County fire investigators. County shall be solely and entirely responsible for the acts of its fire investigators during the performance of this Agreement. County hereby warrants that it is self-insured or has obtained insurance to cover the fire investigators performing the work hereunder against claims for injuries to persons or damage to property that may arise from or in connection with the performance of this agreement. The fire investigators shall take all precautions necessary and shall be responsible for their own safety in the performance of the work hereunder and shall utilize all protection necessary for that purpose.

11. Breach of Contract. Failure by either party at any time to require performance by the other party or to claim a breach of any provision of this contract shall not be construed as affecting any subsequent breach or the right to require performance with respect thereto or to claim a breach with respect thereto.

The nondefaulting party shall notify the defaulting party of any breach and provide an opportunity to cure the breach. If there is no correction within a reasonable period of time, the nondefaulting party may terminate the agreement.

12. In the event that either party is required to file a lawsuit to enforce the agreement, the prevailing party in the litigation will be reimbursed for its reasonable attorneys' fees and costs from the non-prevailing party.



IN WITNESS WHEREOF, the parties hereto have caused this contract to be duly executed, such parties acting by their representatives being thereunto duly authorized.  
Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**PIERCE COUNTY**

**CITY OF GIG HARBOR**

By \_\_\_\_\_ Date \_\_\_\_\_  
Wayne A. Wienholz  
Fire Marshal

By \_\_\_\_\_ Date \_\_\_\_\_  
Gretchen Wilbert,  
Mayor

By \_\_\_\_\_ Date \_\_\_\_\_  
Steve Bailey  
Director of Emergency Management

Attest:  
By \_\_\_\_\_ Date \_\_\_\_\_  
Carol A. Morris,  
City Attorney

By \_\_\_\_\_ Date \_\_\_\_\_  
Jill Guernsey,  
Prosecuting Attorney (as to form only)

By \_\_\_\_\_ Date \_\_\_\_\_  
Patrick Kenney,  
Executive Director of Administration

By \_\_\_\_\_ Date \_\_\_\_\_  
Paul Pastor,  
Pierce County Sheriff

ATTACHMENT "A"

City of Gig Harbor

2001 – 2005 Fire Investigation Services Work Plan

1. Provide an On-Call Fire Investigator(s) available to respond to Fire Investigation incidents 24 hours per day, 365 days per year.
2. Provide all necessary training, equipment and supplies required to respond to and conduct complete, quality Fire Investigations.
3. Provide appropriate supervision of Fire Investigation Services program and assigned personnel.
4. Provide necessary assistance to City law enforcement and prosecution personnel as it relates to Fire Investigations.
5. Provide additional support and resources (staffing and material) as necessary to conduct complete, quality Fire Investigations.
6. Provide copies of all reports completed by Fire Investigators related to Fire Investigations within City.
7. Provide Expert testimony in court relative to Fire Investigations conducted in City.
8. Provide training for City's fire department personnel in Fire Investigation and Arson recognition.



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP** *J.P.*  
**DIRECTOR, PLANNING & BUILDING SERVICES**  
**SUBJECT: RESOLUTION AUTHORIZING AMENDMENTS TO THE PIERCE COUNTY**  
**COUNTYWIDE PLANNING POLICIES**  
**DATE: NOVEMBER 13, 2001**

**BACKGROUND**

The proposed amendments to the Pierce County Countywide Planning Policies include such items as addressing the buildable lands program, general clean-up items and elimination of the tiering of urban growth areas. The Pierce County Regional Council is recommending these amendments. These proposed amendments were reviewed and recommended for approval by the Pierce County Growth Management Coordinating Committee, a committee on which I sit.

**POLICY ISSUES**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

I would recommend that the City Council move approval of the Resolution Authorizing Amendments to the Pierce County Countywide Planning Policies.

RESOLUTION NO. \_\_\_\_\_

**A RESOLUTION OF THE CITY OF GIG HARBOR,  
WASHINGTON, AUTHORIZING AMENDMENTS TO THE  
PIERCE COUNTY COUNTY-WIDE PLANNING POLICIES.**

---

**BE IT RESOLVED THE CITY COUNCIL OF THE CITY OF GIG  
HARBOR, WASHINGTON, AS FOLLOWS:**

Section 1. Authorization. The Mayor is authorized and directed to execute on behalf of the City amendments to the three attached interlocal agreements with Pierce County for County-wide Planning Policies attached as Exhibits A, B and C.

Section 2. Ratification and Confirmation. Any acts made consistent with the authority and prior to the effective date of this resolution are ratified and confirmed.

Section 3. Effective Date. This resolution shall take effect immediately upon adoption.

**ADOPTED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR  
this 13th day of November, 2001.**

APPROVED:

\_\_\_\_\_  
GRETCHEN A. WILBERT, MAYOR

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 11/5/01  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO.



# Pierce County

Department of Planning and Land Services

CHUCK KLEEBERG  
Director

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7200 • FAX (253) 798-3131

October 31, 2001

TO: County/City/Town Clerks/Member Jurisdictions of the Pierce County Regional Council (PCRC)

SUBJECT: Interlocal Agreements - Amendments to the Pierce County Countywide Planning Policies

The PCRC recommended the attached amendments to the Pierce County Countywide Planning Policies for buildable lands, general clean-up, and tiering. The PCRC instructed the Clerk to mail out a copy of each interlocal agreement and the amendments to each of the cities and towns and the County.

The Pierce County Countywide Planning Policies are amended upon the adoption of the amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County representing 75 percent of the total population.

Please expedite the passage of these interlocal agreements through your respective legislative bodies.

After passage, please send two signed copies of each interlocal agreement and a copy of your resolution and/or ordinance authorizing approval to Pierce County Planning and Land Services, Attention: Toni Fairbanks, 2401 S. 35th Street, Room 228, Tacoma, WA 98409. One copy will be returned to your jurisdiction after adoption of the amendments by the Pierce County Council and ratification by jurisdictions as explained above.

Some draft resolutions are included for your convenience.

Thank you for your assistance.

Sincerely,

TONI FAIRBANKS  
Clerk, Pierce County Regional Council

F:\WPFILES\LONG\CTYWIDE\2001 Amendments\Interlocal Agreement for CWPP 7-01.doc

Enclosures: Explanatory Sheet/Sample Draft Resolutions/Interlocal Agreements

cc: Pierce County Regional Council Representatives  
Growth Management Coordinating Committee



**PIERCE COUNTY REGIONAL COUNCIL**  
**INTERLOCAL AGREEMENT**  
**AMENDMENTS TO THE PIERCE COUNTY**  
**COUNTYWIDE PLANNING POLICIES**

ATTACHED TO THIS COVER SHEET ARE:

- Sample draft resolutions.
- A copy of each interlocal agreement and the amendments showing the Countywide Planning Policies as approved by the PCRC in Attachment.

WHAT YOU HAVE TO DO:

1. Develop a similar resolution or ordinance in whatever form is used by your jurisdiction. It is not necessary for everyone to adopt identical documents.
2. Attach the copy of the interlocal agreement, including the Attachment, to each resolution or ordinance as used by your jurisdiction. It is necessary for everyone to adopt identical interlocal agreements.
3. Have your Council vote on the resolutions/ordinances.
4. Have the authorized agent for your jurisdiction sign the interlocal agreement.
5. Submit a copy of your signed resolution/ordinance and interlocal agreement to Toni Fairbanks, Pierce County Planning and Land Services, 2401 S. 35th Street, Room 228, Tacoma, WA 98409.

WHAT HAPPENS NEXT:

Once resolutions/ordinances and interlocal agreements are approved by 60% of the jurisdictions representing a minimum of 75% of the population in Pierce County, the amendments will become effective.

**DRAFT**

Exhibit 'A'

1 FILE NO. \_\_\_\_\_

PROPOSAL NO. \_\_\_\_\_

2 Sponsored by: Councilmember

3 Requested by: Pierce County Executive/Planning and Land Services

4  
5 RESOLUTION NO. \_\_\_\_\_

6  
7 A RESOLUTION OF THE PIERCE COUNTY COUNCIL AUTHORIZING THE PIERCE  
8 COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT WITH  
9 THE CITIES AND TOWNS OF PIERCE COUNTY, THEREBY AMENDING  
10 THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES TO  
11 ADDRESS BUILDABLE LANDS POLICIES AS RECOMMENDED BY THE  
12 PIERCE COUNTY REGIONAL COUNCIL.

13  
14 WHEREAS, On January 31, 1995, the Pierce County Council passed  
15 Resolution R95-17 affirming the commitment of the County to continue  
16 discussions with other local jurisdictions to resolve implementation  
17 of the Growth Management Act; and

18  
19 WHEREAS, The Pierce County Regional Council was created in 1992  
20 by interlocal agreement among the cities and towns of Pierce County  
21 and Pierce County, and charged with responsibilities, including:  
22 serving as a local link to the Puget Sound Regional Council, promoting  
23 intergovernmental cooperation, facilitating compliance with the  
24 coordination and consistency requirements of the Growth Management Act  
25 (Chapter 36.70A RCW) and the Regional Transportation Planning

1 Organization (Chapter 47.80 RCW), and developing a consensus among  
2 jurisdictions regarding the development and modification of the  
3 Countywide Planning Policies; and

4  
5 WHEREAS, The Legislature amended the Growth Management Act in  
6 Engrossed Senate Bill 6094, Laws of 1997; and

7  
8 WHEREAS, ESB 6094 (RCW 36.70A.215) requires the County to Adopt,  
9 in consultation with its cities and towns, countywide planning  
10 policies to establish a review and evaluation program for buildable  
11 lands; and

12  
13 WHEREAS, The Growth Management Coordinating Committee, a  
14 technical committee of the Pierce County Regional Council, provided  
15 technical evaluation of the proposed amendments and passed  
16 recommendations to the Pierce County Regional Council on May 10, 2001;  
17 and

18  
19 WHEREAS, The Pierce County Regional Council conducted  
20 negotiations in open public meetings during the months of June and  
21 July of 2001 to address buildable lands; and

22  
23 WHEREAS, The Pierce County Regional Council subsequently  
24 recommended adoption of the proposed amendments to the Pierce County  
25 Countywide Planning Policies on July 19, 2001, which address buildable



1 lands policies; and  
2

3 WHEREAS, Amendments to the Pierce County Countywide Planning  
4 Policies must be adopted through amendment of the original interlocal  
5 agreement or by a new interlocal agreement ratified by sixty percent  
6 of the jurisdictions in Pierce County representing seventy-five  
7 percent of the total population on June 28, 1991; and  
8

9 WHEREAS, Environmental review has been conducted pursuant to the  
10 State Environmental Policy Act, Pierce County Code Title 18D, and  
11 provisions of the Growth Management Act; and  
12

13 WHEREAS, An Interlocal Agreement entitled Amendments to the  
14 Pierce County Countywide Planning Policies, was developed for this  
15 purpose, and included the recommended amendments to the Pierce County  
16 Countywide Planning Policies as an attachment; and  
17

18 WHEREAS, These additional countywide planning policies should be  
19 incorporated into the next amendment of the Pierce County Countywide  
20 Planning Policies by ordinance of the County Council; and  
21

22 WHEREAS, The Pierce County Planning Commission, at their August  
23 28, 2001, regular public hearing, reviewed the proposed amendments to  
24 the Countywide Planning Policies; and  
25

1           WHEREAS, The Planning and Public Works Committee of the County  
2 Council held a public hearing on \_\_\_\_\_ where oral and written  
3 testimony was considered and forwarded a do pass recommendation to the  
4 full Council; and

5  
6           WHEREAS, The County Council held a public hearing on \_\_\_\_\_  
7 where oral and written testimony was considered; and

8  
9           WHEREAS, The County Council finds that it is in the public  
10 interest to authorize the Pierce County Executive to execute the  
11 interlocal agreement, attached hereto as Exhibit "A"; NOW THEREFORE,

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13           BE IT RESOLVED by the Council of Pierce County:  
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Section 1. The Pierce County Executive is hereby authorized to executive the Interlocal Agreement, attached hereto as Exhibit "A" and by this reference incorporated herein, thereby ratifying the attached amendments to the Pierce County Countywide Planning Policies as recommended by the Pierce County Regional Council.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

ATTEST:

PIERCE COUNTY COUNCIL  
PIERCE COUNTY, Washington

\_\_\_\_\_  
Clerk of the Council

\_\_\_\_\_  
Council Chair

Approved As To Form Only:

\_\_\_\_\_  
Deputy Prosecuting Attorney

Exhibit 'A'  
INTERLOCAL AGREEMENT

AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County (13 of 20) representing 75 percent of the total population on June 28, 1991;
- C. Amendments to the Growth Management Act in 1997 require the County to adopt, in consultation with its cities and towns, countywide planning policies to establish a review and evaluation program, known as "Buildable Lands." A new Buildable Lands section is being proposed to ensure a consistent and coordinated monitoring program for the County and cities and towns.
- D. The Pierce County Regional Council conducted discussions in open public meetings in June and July of 2001 to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments related to Buildable Lands on July 19, 2001.

1 PURPOSE:

2 This agreement is entered into by the cities and towns of Pierce  
3 County and Pierce County for the purpose of ratifying and approving  
4 the attached amendments to the Pierce County Countywide Planning  
Policies (Attachment).

5 DURATION:

6 This agreement shall become effective upon execution by 60 percent of  
7 the jurisdictions in Pierce County, representing 75 percent of the  
8 total population on June 28, 1991. This agreement will remain in  
effect until subsequently amended or repealed as provided by the  
Pierce County Countywide Planning Policies.

9 SEVERABILITY:

10 If any of the provisions of this agreement are held illegal, invalid  
11 or unenforceable, the remaining provisions shall remain in full force  
and effect.

12 FILING:

13 A copy of this agreement shall be filed with the Secretary of State,  
14 Washington Department of Community, Trade and Economic Development,  
the Pierce County Auditor and each city and town clerk.

15 IN WITNESS WHEREOF, this agreement has been executed by each  
16 member jurisdiction as evidenced by the signature page affixed to this  
agreement.

1 INTERLOCAL AGREEMENT

2 AMENDMENTS TO THE PIERCE COUNTY  
3 COUNTYWIDE PLANNING POLICIES

4 Signature Page

5 The legislative body of the undersigned jurisdiction has  
6 authorized execution of the Interlocal Agreement, Amendments to the  
7 Pierce County Countywide Planning Policies.

8 IN WITNESS WHEREOF

9 This agreement has been executed \_\_\_\_\_  
(Name of City/Town/County)

10 BY: \_\_\_\_\_  
(Mayor/Executive)

11 DATE: \_\_\_\_\_

12 Approved:

13 BY: \_\_\_\_\_  
(Director/Manager/Chair of the Council)

14 Approved as to Form:

15 BY: \_\_\_\_\_  
(City Attorney/Prosecutor)

16 Approved:

17 By: \_\_\_\_\_  
(Pierce County Executive)

FILE NO. \_\_\_\_\_

PROPOSAL NO. \_\_\_\_\_

Sponsored by: Councilmember

Requested by: Pierce County Executive/Planning and Land Services

RESOLUTION NO. \_\_\_\_\_

**DRAFT**

A RESOLUTION OF THE PIERCE COUNTY COUNCIL AUTHORIZING THE PIERCE COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT WITH THE CITIES AND TOWNS OF PIERCE COUNTY, THEREBY AMENDING THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES TO ADDRESS THE ELIMINATION OF TIERING AS RECOMMENDED BY THE PIERCE COUNTY REGIONAL COUNCIL.

WHEREAS, On January 31, 1995, the Pierce County Council passed Resolution R95-17 affirming the commitment of the County to continue discussions with other local jurisdictions to resolve implementation of the Growth Management Act; and

WHEREAS, The Pierce County Regional Council was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County, and charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning

1 Organization (Chapter 47.80 RCW), and developing a consensus among  
2 jurisdictions regarding the development and modification of the  
3 Countywide Planning Policies; and

4  
5 WHEREAS, The Growth Management Coordinating Committee, a  
6 technical committee of the Pierce County Regional Council, provided  
7 technical evaluation of the proposed amendments and passed  
8 recommendations to the Pierce County Regional Council on May 10, 2001;  
9 and

10  
11 WHEREAS, The Pierce County Regional Council conducted  
12 negotiations in open public meetings during the months of June and  
13 July of 2001 to address the elimination of tiering; and

14  
15 WHEREAS, The Pierce County Regional Council subsequently  
16 recommended adoption of the proposed amendments to the Pierce County  
17 Countywide Planning Policies on July 19, 2001, which address  
18 elimination of tiering; and

19  
20 WHEREAS, Amendments to the Pierce County Countywide Planning  
21 Policies must be adopted through amendment of the original interlocal  
22 agreement or by a new interlocal agreement ratified by sixty percent  
23 of the jurisdictions in Pierce County representing seventy-five  
24 percent of the total population on June 28, 1991; and



1           WHEREAS, Environmental review has been conducted pursuant to the  
2 State Environmental Policy Act, Pierce County Code Title 18D, and  
3 provisions of the Growth Management Act; and  
4

5           WHEREAS, An Interlocal Agreement entitled Amendments to the  
6 Pierce County Countywide Planning Policies, was developed for this  
7 purpose, and included the recommended amendments to the Pierce County  
8 Countywide Planning Policies as an attachment; and  
9

10           WHEREAS, These additional countywide planning policies should be  
11 incorporated into the next amendment of the Pierce County Countywide  
12 Planning Policies by ordinance of the County Council; and  
13

14           WHEREAS, The Pierce County Planning Commission, at their August  
15 28, 2001, regular public hearing, reviewed the proposed amendments to  
16 the Countywide Planning Policies; and  
17

18           WHEREAS, The Planning and Public Works Committee of the County  
19 Council held a public hearing on \_\_\_\_\_ where oral and written  
20 testimony was considered and forwarded a do pass recommendation to the  
21 full Council; and  
22

23           WHEREAS, The County Council held a public hearing on \_\_\_\_\_  
24 where oral and written testimony was considered; and  
25

1        WHEREAS, The County Council finds that it is in the public  
2 interest to authorize the Pierce County Executive to execute the  
3 interlocal agreement, attached hereto as Exhibit "A"; NOW THEREFORE,

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5        BE IT RESOLVED by the Council of Pierce County:  
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1        Section 1. The Pierce County Executive is hereby authorized to  
2 executive the Interlocal Agreement, attached hereto as Exhibit "A" and  
3 by this reference incorporated herein, thereby ratifying the attached  
4 amendments to the Pierce County Countywide Planning Policies as  
5 recommended by the Pierce County Regional Council.

6  
7           ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

8  
9    ATTEST:

                          PIERCE COUNTY COUNCIL  
                          PIERCE COUNTY, Washington

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11 \_\_\_\_\_  
12 Clerk of the Council

\_\_\_\_\_

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\_\_\_\_\_  
Council Chair

15   Approved As To Form Only:

16  
17 \_\_\_\_\_  
18 Deputy Prosecuting Attorney

Exhibit 'B'  
INTERLOCAL AGREEMENT

AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County (13 of 20) representing 75 percent of the total population on June 28, 1991;
- C. The tiering concept has not produced the outcome expected when the policies were originally developed in 1992. Instead, the policy framework has proven to be administratively burdensome and problematic, with little to no benefit. As a result, the Pierce County Regional Council voted to recommend their removal from the Countywide Planning Policies.
- D. The Pierce County Regional Council conducted discussions in open public meetings in June and July of 2001 to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments related to the elimination of tiering on July 19, 2001.

1 PURPOSE:

2 This agreement is entered into by the cities and towns of Pierce  
3 County and Pierce County for the purpose of ratifying and approving  
4 the attached amendments to the Pierce County Countywide Planning  
5 Policies (Attachment).

6 DURATION:

7 This agreement shall become effective upon execution by 60 percent of  
8 the jurisdictions in Pierce County, representing 75 percent of the  
9 total population on June 28, 1991. This agreement will remain in  
10 effect until subsequently amended or repealed as provided by the  
11 Pierce County Countywide Planning Policies.

12 SEVERABILITY:

13 If any of the provisions of this agreement are held illegal, invalid  
14 or unenforceable, the remaining provisions shall remain in full force  
15 and effect.

16 FILING:

17 A copy of this agreement shall be filed with the Secretary of State,  
18 Washington Department of Community, Trade and Economic Development,  
19 the Pierce County Auditor and each city and town clerk.

20 IN WITNESS WHEREOF, this agreement has been executed by each  
21 member jurisdiction as evidenced by the signature page affixed to this  
22 agreement.

1 INTERLOCAL AGREEMENT

2 AMENDMENTS TO THE PIERCE COUNTY  
3 COUNTYWIDE PLANNING POLICIES

4 Signature Page

5 The legislative body of the undersigned jurisdiction has  
6 authorized execution of the Interlocal Agreement, Amendments to the  
7 Pierce County Countywide Planning Policies.

8 IN WITNESS WHEREOF

9 This agreement has been executed \_\_\_\_\_  
(Name of City/Town/County)

10 BY: \_\_\_\_\_  
(Mayor/Executive)

11 DATE: \_\_\_\_\_

12 Approved:

13 BY: \_\_\_\_\_  
(Director/Manager/Chair of the Council)

14 Approved as to Form:

15 BY: \_\_\_\_\_  
(City Attorney/Prosecutor)

16 Approved:

17 By: \_\_\_\_\_  
18 (Pierce County Executive)

1 FILE NO. \_\_\_\_\_

Exhibit 'C'

PROPOSAL NO. \_\_\_\_\_

2 Sponsored by: Councilmember

3 Requested by: Pierce County Executive/Planning and Land Services

4  
5 RESOLUTION NO. \_\_\_\_\_

**DRAFT**

6  
7 A RESOLUTION OF THE PIERCE COUNTY COUNCIL AUTHORIZING THE PIERCE  
8 COUNTY EXECUTIVE TO EXECUTE AN INTERLOCAL AGREEMENT WITH  
9 THE CITIES AND TOWNS OF PIERCE COUNTY, THEREBY AMENDING  
10 THE PIERCE COUNTY COUNTYWIDE PLANNING POLICIES TO  
11 ADDRESS A GENERAL UPDATE AS RECOMMENDED BY THE PIERCE  
12 COUNTY REGIONAL COUNCIL.

13  
14 WHEREAS, On January 31, 1995, the Pierce County Council passed  
15 Resolution R95-17 affirming the commitment of the County to continue  
16 discussions with other local jurisdictions to resolve implementation  
17 of the Growth Management Act; and

18  
19 WHEREAS, The Pierce County Regional Council was created in 1992  
20 by interlocal agreement among the cities and towns of Pierce County  
21 and Pierce County, and charged with responsibilities, including:  
22 serving as a local link to the Puget Sound Regional Council, promoting  
23 intergovernmental cooperation, facilitating compliance with the  
24 coordination and consistency requirements of the Growth Management Act  
25 (Chapter 36.70A RCW) and the Regional Transportation Planning

1 Organization (Chapter 47.80 RCW), and developing a consensus among  
2 jurisdictions regarding the development and modification of the  
3 Countywide Planning Policies; and  
4

5 WHEREAS, The Growth Management Coordinating Committee, a  
6 technical committee of the Pierce County Regional Council, provided  
7 technical evaluation of the proposed amendments and passed  
8 recommendations to the Pierce County Regional Council on May 10, 2001;  
9 and  
10

11 WHEREAS, The Pierce County Regional Council conducted  
12 negotiations in open public meetings during the months of June and  
13 July of 2001 to address the general update of the policies; and  
14

15 WHEREAS, The Pierce County Regional Council subsequently  
16 recommended adoption of the proposed amendments to the Pierce County  
17 Countywide Planning Policies on July 19, 2001, which address a general  
18 update of the policies; and  
19

20 WHEREAS, Amendments to the Pierce County Countywide Planning  
21 Policies must be adopted through amendment of the original interlocal  
22 agreement or by a new interlocal agreement ratified by sixty percent  
23 of the jurisdictions in Pierce County representing seventy-five  
24 percent of the total population on June 28, 1991; and  
25



1           WHEREAS, Environmental review has been conducted pursuant to the  
2 State Environmental Policy Act, Pierce County Code Title 18D, and  
3 provisions of the Growth Management Act; and  
4

5           WHEREAS, An Interlocal Agreement entitled Amendments to the  
6 Pierce County Countywide Planning Policies, was developed for this  
7 purpose, and included the recommended amendments to the Pierce County  
8 Countywide Planning Policies as an attachment; and  
9

10           WHEREAS, These additional countywide planning policies should be  
11 incorporated into the next amendment of the Pierce County Countywide  
12 Planning Policies by ordinance of the County Council; and  
13

14           WHEREAS, The Pierce County Planning Commission, at their August  
15 28, 2001, regular public hearing, reviewed the proposed amendments to  
16 the Countywide Planning Policies; and  
17

18           WHEREAS, The Planning and Public Works Committee of the County  
19 Council held a public hearing on \_\_\_\_\_ where oral and written  
20 testimony was considered and forwarded a do pass recommendation to the  
21 full Council; and  
22

23           WHEREAS, The County Council held a public hearing on \_\_\_\_\_  
24 where oral and written testimony was considered; and  
25

1        WHEREAS, The County Council finds that it is in the public  
2 interest to authorize the Pierce County Executive to execute the  
3 interlocal agreement, attached hereto as Exhibit "A"; NOW THEREFORE,  
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5                BE IT RESOLVED by the Council of Pierce County:  
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1        Section 1. The Pierce County Executive is hereby authorized to  
2 executive the Interlocal Agreement, attached hereto as Exhibit "A" and  
3 by this reference incorporated herein, thereby ratifying the attached  
4 amendments to the Pierce County Countywide Planning Policies as  
5 recommended by the Pierce County Regional Council.

6  
7        ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

8  
9        ATTEST:

PIERCE COUNTY COUNCIL  
PIERCE COUNTY, Washington

10  
11 \_\_\_\_\_  
12 Clerk of the Council

\_\_\_\_\_ Council Chair

13  
14  
15        Approved As To Form Only:

16 \_\_\_\_\_  
17 Deputy Prosecuting Attorney

Exhibit 'C'  
INTERLOCAL AGREEMENT

AMENDMENTS TO THE PIERCE COUNTY  
COUNTYWIDE PLANNING POLICIES

This agreement is entered into by and among the cities and towns of Pierce County and Pierce County. This agreement is made pursuant to the provisions of the Interlocal Cooperation Act of 1967, Chapter 39.34 RCW. This agreement has been authorized by the legislative body of each jurisdiction pursuant to formal action and evidenced by execution of the signature page of this agreement.

BACKGROUND:

- A. The Pierce County Regional Council (PCRC) was created in 1992 by interlocal agreement among the cities and towns of Pierce County and Pierce County. The organization is charged with responsibilities, including: serving as a local link to the Puget Sound Regional Council, promoting intergovernmental cooperation, facilitating compliance with the coordination and consistency requirements of the Growth Management Act (Chapter 36.70A RCW) and the Regional Transportation Planning Organization (Chapter 47.80 RCW), and developing a consensus among jurisdictions regarding the development and modification of the Countywide Planning Policies.
- B. The Pierce County Countywide Planning Policies provide for amendments to be adopted through amendment of the original interlocal agreement or by a new interlocal agreement. The Pierce County Countywide Planning Policies may be amended upon the adoption of amendments by the Pierce County Council and ratification by 60 percent of the jurisdictions in Pierce County (13 of 20) representing 75 percent of the total population on June 28, 1991;
- C. Technical amendments are necessary to keep the document current. Substantive policy changes are not being recommended in this area.
- D. The Pierce County Regional Council conducted discussions in open public meetings in June and July of 2001 to address the amendments. The Pierce County Regional Council subsequently recommended adoption of the proposed amendments related to the general update of the Countywide Planning Policies on July 19, 2001.

1 PURPOSE:

2 This agreement is entered into by the cities and towns of Pierce  
3 County and Pierce County for the purpose of ratifying and approving  
4 the attached amendments to the Pierce County Countywide Planning  
5 Policies (Attachment).

6 DURATION:

7 This agreement shall become effective upon execution by 60 percent of  
8 the jurisdictions in Pierce County, representing 75 percent of the  
9 total population on June 28, 1991. This agreement will remain in  
10 effect until subsequently amended or repealed as provided by the  
11 Pierce County Countywide Planning Policies.

12 SEVERABILITY:

13 If any of the provisions of this agreement are held illegal, invalid  
14 or unenforceable, the remaining provisions shall remain in full force  
15 and effect.

16 FILING:

17 A copy of this agreement shall be filed with the Secretary of State,  
18 Washington Department of Community, Trade and Economic Development,  
19 the Pierce County Auditor and each city and town clerk.

20 IN WITNESS WHEREOF, this agreement has been executed by each  
21 member jurisdiction as evidenced by the signature page affixed to this  
22 agreement.

1 INTERLOCAL AGREEMENT

2 AMENDMENTS TO THE PIERCE COUNTY  
3 COUNTYWIDE PLANNING POLICIES

4 Signature Page

5 The legislative body of the undersigned jurisdiction has  
6 authorized execution of the Interlocal Agreement, Amendments to the  
7 Pierce County Countywide Planning Policies.

8 IN WITNESS WHEREOF

9 This agreement has been executed \_\_\_\_\_  
(Name of City/Town/County)

10 BY: \_\_\_\_\_  
(Mayor/Executive)

11 DATE: \_\_\_\_\_

12 Approved:

13 BY: \_\_\_\_\_  
(Director/Manager/Chair of the Council)

14 Approved as to Form:

15 BY: \_\_\_\_\_  
(City Attorney/Prosecutor)

16 Approved:

17 By: \_\_\_\_\_  
18 (Pierce County Executive)



City of Gig Harbor Police Dept.  
3105 JUDSON STREET  
GIG HARBOR, WASHINGTON 98335  
(253) 851-2236

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MITCH BARKER**  
**SUBJECT: AUTHORIZATION FOR THE USE OF UNIFORMS AND HOLD**  
**HARMLESS AND INDEMNITY AGREEMENT**  
**DATE: OCTOBER 26, 2001**

#### **INFORMATION/BACKGROUND**

On occasion we receive requests to have police officers work in security functions at various events or work sites. These generally are limited to traffic control and sports functions. Since this is a non-duty function, the hours are coordinated by the Police Officers' Guild. While working at these functions, the officers are employed by a third party. All work events must be approved by the Chief and must serve a public safety function. In many cases the off duty officer's presence serves as a deterrent to problems and thereby eliminates the need for an on duty officer to respond or deal with problems related to the special event. In this way, having an off duty officer, compensated by a third party, is a benefit to the city's public safety purpose.

In 1999 I asked our legal counsel specializing in employment matters, Scott Snyder, to review our current/past practices in this area. He drafted the attached agreement which we have used since that time to clarify the various roles of those participating in off duty work, and provide better indemnification for the city regarding claims related to work hours and similar concerns.

Since the original signing, we have added and deleted officers on our staff and the agreement needs to be updated. The Guild representatives have reviewed the agreement and have signed it on behalf of their members. Following Council approval, each officer and reserve officer wishing to work in an off duty capacity will also be required to sign the agreement.

#### **FISCAL IMPACTS**

There are no fiscal impacts related to this agreement.

#### **RECOMMENDATION**

The Police Department recommends that the Council authorize the Mayor to approve the attached agreement.

**AUTHORIZATION FOR THE USE OF UNIFORMS AND  
HOLD HARMLESS AND INDEMNITY  
AGREEMENT**

WHEREAS, the Police Officers' Guild of Gig Harbor wishes to provide employment opportunities for its members as well as reserve officers with private employers in the community in order to provide, such services as direction of traffic for construction companies; and

WHEREAS, the Guild has requested permission for the City to use regular officers' and reserve officers' uniforms while providing such services; and

WHEREAS, the City finds it to be in the public interest to permit the use of its uniforms in certain limited situation so long as it is clear that the officers are not in the employ of the City and that the reserve officers remain volunteers to the City, and that both are employed solely through the private party under the auspices of the Guild;

NOW, THEREFORE, the Police Officers' Guild of Gig Harbor (hereinafter "Guild"), the City of Gig Harbor (hereinafter "City") and the undersigned regular and reserve officers do enter into this agreement in consideration of the mutual promises contained herein and the mutual benefits to be derived:

**1. USE OF UNIFORM**

In consideration of the hold harmless and indemnity agreement provided below; the City of Gig Harbor permits the wearing of police uniforms by officers and reserve officers employed through the Guild for the provision of traffic control for construction sites and other similar services (hereinafter "Guild Assignments"). The use of the City's uniform shall be limited to those generic situations pre-approved by the Chief through the Guild.

**2. EMPLOYMENT/VOLUNTEER STATUS**

The use of the City's uniform shall not imply any employment status for regular City police officers during Guild assignments or anything other than a volunteer status for the City's reserve officers. The guild shall be solely responsible for the coordination of employment by the third parties and for arranging payment to the officers or reserve officers through the third party. Nothing herein shall be interpreted to imply an employment relationship with the City during the performance of such services.



### **3. GUILD COORDINATION**

The guild shall coordinate all such employment, pre-approving genetic employment situations through the Chief. The City shall have no responsibility and bear no costs for any wage, salary or employee benefit, which arises from or out of the provision of services to third parties through the Guild. In consideration of the City's permission to use police uniforms in situations approved by the Chief, the Guild makes the hold harmless and indemnity agreement contained in paragraph 4 below.

### **4. HOLD HARMLESS AND INDEMNITY**

The Guild and its members, both collectively and individually, promise to hold harmless and indemnify the City of Gig Harbor, its officers, agents and employees, from any and all liability of any kind or nature arising from or out of the Guild's coordination of services to third parties. This promise to hold harmless and indemnify includes, but is not limited to any and all employee related costs such as wages, salaries, overtime claims, employee benefits as well as the cost of defense by counsel of the City's choosing.

### **5. OFFICER/RESERVE OFFICER ACKNOWLEDGMENT**

I, the undersigned reserve officer or officer, understand and agree that services performed for a third party and coordinated by the Guild pursuant to this Agreement are performed for such third parties and the Guild and that no employment status of any kind or nature shall be implied with respect to the City during the performance of Guild assignments.

The officers and reserve officers acknowledge, agree and understand that his/her services are performed for such third parties and that nothing herein nor in the provision of services, shall be interpreted to be a part of their regular employment for police officers or, with respect to reserve officers, impact their volunteer status. In consideration of the City approved uniform use in employment by third parties, the officer or reserve officer specifically waives and releases the City from any liability arising from or out of such employment and acknowledges the following:

- 5.1 For officers, pursuant to the Department of Labor regulations and the Fair Labor Standards Act and Union contract, work hours spent in Guild assignments are reasonably believed by the officer, the City and the Guild to be outside of the officer's normal work day and therefore not subject to the Fair Labor Standards Act or Union contract, hours of work and overtime provisions.
- 5.2 With respect to reserve officers, he/she acknowledges and agrees that hours worked through the Guild for third party employers does not impact and is separate and apart from their volunteer status with the City of Gig Harbor and waives and relinquishes any claim of any employment status which he or she could assert based upon Guild assignments.

**6. RESERVATION OF RIGHTS**

The Chief reserves the right to withdraw the City's approval of the use of a uniform in the event of a claim for wages or benefits by an employee or when in the sole discretion of the Chief, such withdrawal is necessary to protect the best interests of the City.

DATED this \_\_\_\_\_ of November, 200\_\_.

CITY OF GIG HARBOR

GIG HARBOR POLICE  
OFFICERS' GUILD

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

\_\_\_\_\_  
Guild Representative

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

\_\_\_\_\_  
Officer Name          (Signature)          (print name)

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

\_\_\_\_\_  
Officer Name          (Signature)          (print name)

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Officer Name          (Signature)          (print name)

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



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *MH*  
**SUBJECT: FIRST READING OF ORDINANCE - SCHOOL IMPACT FEES**  
**DATE: NOVEMBER 8, 2001**

#### **INFORMATION/BACKGROUND**

The attached ordinance relating to school impact fees is consistent with past city efforts to reach accord with the Peninsula School District with respect to an interlocal agreement to utilize such an ordinance. The ordinance identifies the requirement for mutual city and school district interlocal agreement prior to implementation of this ordinance for the purpose of school impact fee assessment.

#### **POLICY CONSIDERATIONS**

The attached ordinance is consistent with municipal code already established for the implementation of transportation and parks impact fee systems. Once school impact fees were added to this existing ordinance structure, only school district agreement to an interlocal understanding would be required to implement the city's collection of these fees for school district capital facilities capacity improvements.

#### **RECOMMENDATION**

Staff recommends that the City Council review this ordinance and provide further direction to staff.

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ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE REGULATIONS TO ALLOW FOR THE IMPOSITION OF SCHOOL IMPACT FEES BY THE CITY ON DEVELOPMENT, THE COLLECTION, MANAGEMENT, USE AND APPEAL OF SUCH FEES BY THE SCHOOL DISTRICT, ALL OF WHICH WILL BECOME OPERATIVE AT THE TIME THE CITY COUNCIL ADOPTS A FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADDING A NEW DEFINITION FOR "SCHOOL FACILITIES," AMENDING THE IMPACT FEE CHAPTER TO ELIMINATE ANY VESTING OF IMPACT FEES, PURSUANT TO A RECENT COURT DECISION, MAKING OTHER MINOR CHANGES TO CORRECT TYPOGRAPHICAL ERRORS; AMENDING GIG HARBOR CODE SECTIONS 19.14.010; 19.12.010; 19.12.050, 19.12.070, 19.12.080, 19.12.090, 19.12.100, 19.12.110, 19.12.120, 19.12.130, 19.12.150, 19.12.170.**

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WHEREAS, the City has adopted impact fees for parks and transportation facilities in chapter 19.12 of the Gig Harbor Municipal Code; and

WHEREAS, the City may adopt impact fees to address the impact on school facilities caused by new development, pursuant to RCW 82.02.050 through 82.02.100; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this ordinance is exempt from SEPA under WAC 197-11-800(20); and

WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on November 8, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, the City Council held a public hearing and considered this Ordinance during its regular City Council meeting of \_\_\_\_\_ Now, Therefore,

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

Section 1. A new definition is hereby added to Section 19.14.010 of the Gig Harbor Municipal Code:

**19.14.010 Definitions.** The following words and terms shall have the following meanings for the purpose of chapter 19.10 and 19.12, the concurrency and impact fee chapters, ordinance, unless the context clearly appears otherwise. Terms otherwise not defined herein shall be given the meaning set forth in RCW 82.02.090, or given their usual and customary meaning:

\* \* \*

( )<sup>1</sup> "School facilities" means capital facilities owned or operated by governmental entities, such as the Peninsula School District.

\* \* \*

Section 2. Section 19.12.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.12.010. Authority and purpose.**

A. This chapter is enacted pursuant to the City's police powers, the Growth Management Act as codified in chapter 36.70A RCW, the impact fee statutes as codified in RCW 82.02.050 through 82.02.100 ~~chapter 82.02 of the Revised Code of Washington (RCW)~~ chapter 58.17 RCW relating to platting and subdivisions, and the State Environmental Policy Act (SEPA), chapter 43.21C RCW.

B. The purpose of this chapter is to:

1. Develop a program consistent with the Gig Harbor parks, open space and recreation plan, six year road plan and the City's comprehensive plan (parks and transportation elements), and capital improvement plan, for joint public and private financing of park and transportation facility improvements necessitated in whole or in part by development in the City. With regard to school facilities, to develop a program for joint public and private financing of school facilities consistent with the capital improvement plan of the School District, as such facilities are necessitated in whole or in part by development in

<sup>1</sup> The definition will be given a number by the City's code reviser corresponding to its alphabetical place in Section 19.14.010.

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the City;

2. Ensure adequate levels of service in public facilities within the city;
3. Create a mechanism to charge and collect fees to ensure that all new development bears its proportionate share of the capital costs of off-site parks, school and transportation facilities reasonably related to new development, in order to maintain adopted levels of park service, maintain adopted levels of service on the city's transportation facilities, and to ensure the availability of adequate school facilities at the time of development for school facilities;
4. Ensure that the city pays its fair share of the capital costs of parks and transportation facilities necessitated by public use of the parks and roadway system, and ensure that the school district pays its fair share of the capital costs of school facilities necessitated by public use of the school facilities;
5. Ensure fair collection and administration of such impact fees.

C. The provisions of this chapter shall be liberally construed to effectively carry out its purpose in the interest of the public health, safety and welfare.

Section 3. Section 19.12.050 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

**19.12.050 Imposition of Impact Fees.**

A. The approving authority is hereby authorized to impose impact fees on new development.

B. Impact fees may be required pursuant to the impact fee schedule adopted through the process described herein, or mitigation may be provided through: (1) the purchase, installation and/or improvement of park, school and transportation facilities pursuant to GHMC 19.12.080(C); or (2) the dedication of land pursuant to GHMC 19.12.080(C).

C. Impact fees:

1. Shall only be imposed for park, school and transportation facilities that are reasonably related to the impacts of development;
2. Shall not exceed a proportionate share of the costs of park, school and transportation facilities that are reasonably related to new development;
3. Shall be used for park, school and transportation facilities that will reasonably benefit the new development;
4. Shall not be used to correct existing deficiencies;
5. Shall not be imposed to mitigate the same off-site park, school and transportation facility impacts that are being mitigated pursuant to any other law;
6. Shall not be collected for improvements to state/county park and transportation facilities unless the state/county requests such improvements and an agreement to collect such fees has been executed between the state/county

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and the city;

7. Shall not be collected for improvements to park, school and transportation facilities in other municipalities or school districts, unless the affected municipality or school district requests ~~such improvement that such impact fees be collected on behalf of the affected municipality or school district,~~ and an interlocal agreement has been executed between the city and the affected municipality or school district for the collection of such fees;

8. Shall not be collected for any development approved prior to the date of adoption of the ordinance codified in this chapter unless changes or modifications in the development requiring city approval are subsequently proposed which result in greater direct impacts on park, school and transportation facilities than were considered when the development was first approved;

9. Shall be collected only once for each development, unless changes or modifications to the development are proposed which result in greater direct impacts on park, school and/or transportation facilities than were considered when the development was first permitted;

10. May be imposed for system improvement costs previously incurred by the city, to the extent that new growth and development will be served by previously constructed improvements, and provided, that such fee shall not be imposed to make up for any system improvement deficiencies; and

11. Shall only be imposed for park and school facilities on residential development.

Section 4. Section 19.12.070 of the Gig Harbor Municipal Code shall be amended to read as follows:

**19.12.070 Fee schedules and establishment of service area.**

A. Impact fee schedules setting forth the amount of the impact fees to be paid by developers are listed in Appendix B for roads and Appendix C for parks, and Appendix \_\_\_ for schools, attached to the ordinance codified in this chapter and incorporated herein by this reference.<sup>1</sup>

B. For the purpose of this chapter, the entire city shall be considered one service area.

Section 5. Section 19.12.080 of the Gig Harbor Municipal Code shall be amended to read as follows:

**19.12.080 Calculation of Impact Fees.**

A. The Public Works Director shall calculate the impact fees set forth in Appendices B and C, more specifically described in the Gig Harbor six-year road

<sup>1</sup> NOTE: There is no Appendix D. The City will not collect impact fees for schools under this chapter until Appendix D is adopted by ordinance.



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plan and the parks, open space and recreation plan. The City Council shall have the final decision on the calculation of the impact fees to be imposed under this Chapter. set forth in Appendix D. These calculations shall:

1. Determine the standard fee for similar types of development, which shall be reasonably related to each development's proportionate share of the cost of the projects described in Appendix A, and for parks shall be calculated as set forth in Appendix C, and for schools shall be as provided in the School District's capital facilities plan;

2. Reduces the proportionate share by applying the benefit factors described in this section;

B. In calculating proportionate share, the following factors will be considered: ~~director shall:~~

1. Identify all park, school and transportation facilities that will be impacted by users from each development;

2. Identify when the capacity of a park, school or transportation facility has been fully utilized;

3. Update the data as often as practicable, but at least annually;

4. Estimate the cost of constructing the projects in Appendix A for roads as of the time they are placed on the list, and the cost of maintaining the City's level of park service as shown on Appendix D, and the costs relating to the construction of new schools in Appendix D; and then update the costs estimates at least annually, considering the:

a. Availability of other means of funding park, school and transportation facilities;

b. Cost of existing park, school and transportation facility improvements;

c. Methods by which park, school and transportation facility improvements were financed;

5. Update the fee collected against a project which has already been completed, through an advancement of city funds, at a rate, determined annually, which is equivalent to the City or School District's return on investments.

C. The director ~~or the School District~~ shall reduce the calculated proportionate share for a particular development by giving credit for the following benefit factors:

1. The purchase, installation and/or improvement of park, school and transportation facilities, if;

a. The facilities are located on land owned by the city, Pierce County, a school district or a special district; and

b. A designated public owner is responsible for permanent, continuing maintenance and operation of the facilities; and

c. The Director ~~or the School District~~ determines that the facilities correspond to the type(s) of park, school and transportation facilities being impacted by the development as determined pursuant to this chapter; and

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d. The Director determines, after consultation with the county, school district or special purpose district, as applicable, and an analysis of supply and demand data, the parks, open space and recreation plan, the six year road plan and any applicable Pierce County park and transportation plan, that the proposed park and transportation facility improvements better meet the city's need for park and transportation facilities than would payment of funds to mitigate the park and transportation impacts of the development.

2. The credit against the impact fee shall be equal to the fair market value of the purchase, installation and/or improvement.

3. Any applicable benefit factors, as described in RCW 82.02.060, that are demonstrated by the applicant not to have been included in the calculation of the impact fee.

4. A developer of a planned residential development or mobile home park may receive credit only for park and transportation facilities provided in addition to those normally required under SEPA for such developments pursuant to chapter 18.04 GHMC.

5. When the Director has agreed to a developer's proposal to satisfy some or all of the impact fee through the purchase, installation and/or improvement of park and transportation facilities, the developer shall prepare and submit a facility improvement plan to the Director for approval prior to recordation of a plat or short plat for subdivisions, and prior to issuance of a building permit for all other developments.

6. In the determination of credit toward the impact fee, the Director ~~or the School District~~ shall also consider the extent to which the proposed dedication or conveyance meets the following criteria:

a. The land should result in an integral element of the Gig Harbor park/road system;

b. The land is suitable for future park, school and/or transportation facilities;

c. The land is of an appropriate size and of an acceptable configuration;

d. The land has public access via a public street or an easement of an equivalent width and accessibility;

e. The land is located in or near areas designated by the city, school district or county on land use plans for park, school, trail or recreation purposes;

f. The land provides linkage between Pierce County and/or other publicly owned recreation or transportation properties;

g. The land has been surveyed or adequately marked with survey monuments, or otherwise readily distinguishable from adjacent privately owned property;

h. The land has no known physical problems associated with it, such as the presence of hazardous waste, drainage, erosion or flooding problems which the Director ~~or School District~~ determines would cause inordinate

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demands on public resources for maintenance and operation;

i. The land has no known safety hazards;  
j. The developer is able to provide documentation, as nearly as practicable, of the land's compliance with the criteria of this subsection, and of clear title; and

k. The developer is able to provide and fund a long-term method, acceptable to the Director or School District in the case of schools, for the management and maintenance of the land, if applicable.

7. The amount of credit determined pursuant to this subsection shall be credited proportionately among all of the units in the development, and the impact fee for which each unit for which a permit or approval is applied shall be reduced accordingly.

8. Applicants may not request that an impact fee credit be provided for a proposed development based on taxes, user fees, assessments, improvements, payments or other benefit factors applicable to property that is not included within the proposed development.

9. Applicants shall receive credit against the impact fee equal to the amount of an LID assessment paid for transportation-related facilities identified by the Director as increasing transportation system capacity.

Section 6. Section 19.12.090 of the Gig Harbor Municipal Code shall be amended to read as follows:

**19.12.090 Variation from impact fee schedule.**

If a developer submits information demonstrating a significant difference between the age, social activity or interest characteristics of the population of a proposed subdivision or development and the data used to calculate the impact fee schedule, the Director ~~or the School District in the case of school impact fees~~, may allow a special calculation of the impact fee requirements for the subdivision or development to be prepared by the developer's consultant, at the developer's cost; provided, however, that the Director ~~or the School District in the case of school impact fees~~ shall have prior approval of the qualifications and methodology of the developer's consultant in making such calculation, and any time period mandated by statute or ordinance for the approving authority's decision on the subdivision or development shall not include the time spent in preparing the special calculation. Whether the Director ~~or the School District in the case of school impact fees~~ accepts the date provided by the special calculation shall be at the Director's ~~or the School District's~~ discretion.

Section 7. Section 19.12.100 of the Gig Harbor Municipal Code shall be amended to read as follows:

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**19.12.100 Payment of fees.**

A. All developers shall pay an impact fee in accordance with the provisions of this chapter at the time that the applicable development permit is ready for issuance.

~~1. Vested Permits. The fee paid shall be the amount in effect as of the date that the city determines that the applicable development permit is complete, as long as at least one development permit for the project is of the type that vests under the City's ordinances or state law. 2. Non-Vested Permits. If a developer submits an application for a development permit that does not vest under the city's ordinances or state law, then~~

The fee paid by the developer shall be the amount in effect as of the date of the permit issuance.

~~3. Plats. The amount of the impact fee shall be the amount established at the time the preliminary plat or short plat applications are determined to be complete by the city only if: (i) the approval of the preliminary plat has not expired; (ii) at the very latest, the developer has submitted a complete building permit application for all construction in the plat within five years of the anniversary date of the short plat or final plat.~~

B. The impact fee, as initially calculated for a development permit, shall be recalculated at the time of issuance if the development is modified or conditioned in such a way as to alter park, school or transportation impacts for the development.

C. A developer may obtain a preliminary determination of the impact fee before application for the development permit by providing the Director with the information needed for processing, however, such preliminary determination of the fee is not binding, and may be modified at the time an actual permit issues.

Section 8. Section 19.12.110 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

**19.12.110 Time of payment of impact fees.**

A. Payment of any required impact fees calculated as set forth in GHMC 19.12.100(A)(3) shall be made prior to the issuance of a building permit. If the impact fee is not paid at final approval, this shall be noted by a covenant placed on the face of the recorded plat and included in the deed for each affected lot within the final plat. Impact fees may be paid under protest in order to obtain the necessary permits/approvals until an appeal of the fee amount is finally resolved.

B. When a subdivision or development is conditioned upon the dedication of land, or the purchase, installation or improvement of park and transportation facilities, a final plat or short plat shall not be recorded, and a building permit shall not be issued for other development until:

1. The Director has determined in writing that the land to be dedicated is shown on the face of the final plat or short plat, or a deed conveying

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the land to the city, Pierce County, a school district or special purpose district, as appropriate, as been recorded with the Pierce County auditor; and

2. The Director has determined in writing, after consultation with the designated public owner responsible for permanent, continuing maintenance and operation of the facilities, that the developer has satisfactorily undertaken or guaranteed to undertake in a manner acceptable to the Director, any required purchase, installation or improvement of school, park or transportation facilities.

Section 9. Section 19.12.120 of the Gig Harbor Municipal Code is hereby amended to

read as follows:

**19.12.120 Project List.**

A. The School District shall perform the activities described in this section for which the City Director of Public Works is responsible, reviewing all comparable capital facilities plans and documentation held by the District, including Appendix \_\_\_ and provide all information required herein to the City Council prior to April 1 of each year. ~~on an annual basis.~~ The Director of Public Works shall annually review the city's parks, open space and recreation plan, the six year parks improvement plan, the six year road plan and the projects listed in Appendices A and B and shall:

1. Identify each project in the comprehensive plan that is growth-related and the proportion of each such project that is growth-related;
2. Forecast the total money available from taxes and other public sources for park, school and transportation improvements for the next six years;
3. Update the population, building activity and demand and supply data for park, schools and transportation facilities and the impact fee schedule for the next six-year period;
4. Calculate the amount of impact fees already paid;
5. Identify those comprehensive plan projects that have been or are being built but whose performance capacity has not been fully utilized;

B. The Director ~~and the School District~~ shall use this information to prepare an annual draft amendment to the fee schedule in Appendices A and D, which shall comprise:

1. The projects on the comprehensive plan that are growth related and that should be funded with forecast public moneys and the impact fees already paid;
2. The projects already built or funded pursuant to this chapter whose performance capacity has not been fully utilized.

C. The Council, at the same time that it adopts the annual budget and appropriates funds for capital improvement projects, shall by separate ordinance establish the annual project list by adopting, with or without modification, the Director's ~~or the School District's~~ draft amendment.

D. Once a project is placed on Appendix A , or if the City amends its

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level of park service in Appendix D, or if the City adopts a fee schedule for school impact fees, a fee shall be imposed on every development ~~that impacts the project~~ until the City repeals the fee schedule for school impact fees or the project is removed from the list by one of the following means:

1. The council by ordinance removes the project from Appendix A and/or D, in which case the fees already collected will be refunded if necessary to ensure that impact fees remain reasonably related to the park and transportation impacts of development that have paid an impact fee; provided that a refund shall not be necessary if the council transfers the fees to the budget of another project that the council determines will mitigate essentially the same park and transportation impacts; or

2. The capacity created by the project has been fully utilized, in which case the director shall remove the project from the project list.

Section 10. Section 19.12.130 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.12.130 Funding of projects.**

A. An impact fee trust and agency fund is hereby created for parks, schools and transportation fees. The School District shall be responsible for the creation of its own impact fee trust and agency fund, and shall be solely responsible for the deposit of fees in such fund, and the use/refund of such fees. The Director shall be the manager of the City's fund. The City shall place park, school and transportation impact fees in appropriate deposit accounts within the impact fee fund.

B. ~~School impact fees shall be paid directly to the School District.~~ The parks, school and transportation impact fees paid to the City shall be held and disbursed as follows:

1. The fees collected for each project shall be placed in a deposit account within the impact fee fund, with the exception of the school impact fees, which shall be transmitted to the School District;

2. When the council appropriates capital improvement project (CIP) funds for a project on the project list, the fees held in the impact fee fund shall be transferred to the CIP fund. The non-impact fee moneys appropriated for the project shall comprise both the public share of the project cost and an advancement of that portion of the private share that has not yet been collected in impact fees;

3. The first money spent by the director on a project after a council appropriation shall be deemed to be the fees from the impact fee fund;

4. Fees collected after a project has been fully funded by means of one or more council appropriations shall constitute reimbursement to the city of the funds advanced for the private share of the project. The public monies made available by such reimbursement shall be used to pay the public share of other

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projects.

\* \* \*

D. The School District and the Director shall prepare an annual report on the impact fee accounts showing the source and amount of all monies collected, earned or received and projects that were financed in whole or in part by impact fees.

Section 11. Section 19.12.150 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.12.150 Refunds.**

A. A developer may request and shall receive a refund from either the City (for parks and transportation impact fees) or the School District (for school impact fees) when the developer does not proceed with the development activity for which impact fees were paid, and the developer shows that no impact has resulted.

B. In the event that impact fees must be refunded for any reason, they shall be refunded by the collecting entity the City with respect to park and transportation fees and the School District with respect to school impact fees, and such fees shall be returned with interest earned to the owners as they appear of record with the Pierce County Assessor at the time of the refund.

\* \* \*

Section 12. Section 19.12.170 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**19.12.170 Appeals.**

A. Appeals of School Impact Fees. Appeals of the School Impact Fee or any decision made by the School District pursuant to this chapter shall be filed with the ~~School District~~. The City. The School District shall assist the City in any appeal, but the City shall make the final decision on any appeal regarding the school impact fee to be paid to the ~~District~~ for any individual development. The School District may not appeal the City's decision on the amount of any school impact fee.

B. Decision by Director. The director shall issue a written decision on the impact fee amount as described in this chapter.

C. Reconsideration by Director.

1. In order to appeal request reconsideration of the Director's decision, the developer shall make a written request to the Director for a meeting

**DRAFT – November 7, 2001**

to review the fee amount, together with a written request for reconsideration. The request for reconsideration shall state in detail the grounds for the request.

2. The Director shall consider any studies and data submitted by the developer seeking to adjust the amount of the fee. The Director shall issue a written decision on reconsideration within 10 working days of the director's receipt of the request for reconsideration or the meeting with the developer, whichever is later.

D. Appeal of Decision on Reconsideration to Hearing Examiner. A developer may appeal the amount of the impact fee established in the director's decision on reconsideration to the hearing examiner, who shall conduct a public hearing on the appeal.

1. An appeal of the impact fee as established by the director's decision on reconsideration may be filed without appealing the underlying permit. This procedure is exempt from the project permit processing requirements in Chapters 19.01-19.06, pursuant to RCW 36.70B.140. If the developer files an appeal of the underlying permit and the impact fee, the City may consolidate the appeals.

2. The developer shall bear the burden of proving:

a. That the Director committed error in calculating the developer's proportionate share, as determined by an individual fee calculation, or, if relevant, as set forth in the impact fee schedule, or in granting credit for the benefit factors; or

b. That the director based his determination upon incorrect data.

3. An appeal of the Director's decision on reconsideration must be filed with the planning department within 14 calendar days of that decision.

E. Appeals of Hearing Examiner's Decision. Appeals from the decision of the hearing examiner shall be to the City council, pursuant to the provisions of 19.05 06 GHMC.

Section 13. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 14. 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.



**DRAFT – November 7, 2001**

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

this \_\_\_th day of \_\_\_\_\_, 2001.

CITY OF GIG HARBOR

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

**ATTEST/AUTHENTICATED:**

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

**APPROVED AS TO FORM:**  
**OFFICE OF THE CITY ATTORNEY:**

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

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

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

of the City of Gig Harbor, Washington

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On \_\_\_\_\_, 2001, 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 LAND USE AND ZONING, AMENDING THE CITY'S IMPACT FEE REGULATIONS TO ALLOW FOR THE IMPOSITION OF SCHOOL IMPACT FEES BY THE CITY, THE COLLECTION, APPEALS, MANAGEMENT AND USE OF SCHOOL IMPACT FEES BY THE SCHOOL DISTRICT, ALL OF WHICH WILL BECOME OPERATIVE AT THE TIME THE CITY COUNCIL ADOPTS A FEE SCHEDULE FOR SCHOOL IMPACT FEES, ADDING A NEW DEFINITION FOR "SCHOOL FACILITIES," AMENDING THE IMPACT FEE CHAPTER TO ELIMINATE ANY VESTING OF IMPACT FEES, PURSUANT TO A RECENT COURT DECISION, MAKING OTHER MINOR CHANGES TO CORRECT TYPOGRAPHICAL ERRORS, AMENDING GIG HARBOR MUNICIPAL CODE SECTIONS 19.14.010; 19.12.010; 19.12.050, 19.12.070; 19.12.080; 19.12.100; 19.12.110; 19.12.120; 19.12.130; 19.12.150; AND 19.12.170.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2001.

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MOLLY TOWSLEE, CITY CLERK



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAVID RODENBACH, FINANCE DIRECTOR** DR  
**SUBJECT: FIRST READING - 2002 BUDGET ORDINANCE**  
**DATE: NOVEMBER 8, 2001**

### **BACKGROUND**

The total budget is \$28,596,422, an increase of \$1,257,852 (4.6%) over the 2001 budget. Total budgeted expenditures consist of budgeted expenditures in the amount of \$23,719,401 and budgeted ending fund balance of \$4,877,021.

Capital projects expenditures account for 36% (\$10,606,900) of total city expenditures. Some of the projects include construction of the civic center (\$5,400,000), Grandview Street Improvements (\$403,000), design and installation of a remote monitoring and telemetry system (\$100,000), installation of a new water line Burnham Drive to Woodworth Avenue (\$120,000), and continue the design and permitting of the sewer outfall extension (\$150,000).

Salaries and benefits account for 17% (\$4,854,162) of the city's overall budget. This represents an increase of \$388,062 (8.6%) over 2001. The increase is largely due to the planned addition of three positions in 2002.

Inter-fund transfers are \$2,776,94 or 10% of budget and total ending fund balance for all funds is budgeted at \$4,877,021.

Changes to the budget resulting from the October 30 and November 1 study sessions are attached. The Parks budget was increased \$35,000 to include park benches and signage and the Administrative/Finance budget was increased by \$3,700 to include a previously omitted item.

### **RECOMMENDATION**

Staff recommends adoption of the 2002 budget ordinance upon second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO.**

AN ORDINANCE ADOPTING THE BUDGET FOR THE CITY OF GIG HARBOR,  
WASHINGTON, FOR THE 2002 FISCAL YEAR.

---

**WHEREAS**, the Mayor of the City of Gig Harbor, Washington completed and placed on file with the city clerk a proposed budget and estimate of the amount of the moneys required to meet the public expenses, bond retirement and interest, reserve funds and expenses of government of said city for the 2002 fiscal year, and a notice was published that the Gig Harbor City Council would meet on November 12 and November 26, 2001 at 7:00 p.m., in the Council Chambers in the City Hall for the purpose of making and adopting a budget for 2002 and giving taxpayers an opportunity to be heard on the budget; and

**WHEREAS**, the said city council did meet at the established time and place and did consider the matter of the 2002 proposed budget; and

**WHEREAS**, the 2002 proposed budget does not exceed the lawful limit of taxation allowed by law to be levied on the property within the City of Gig Harbor for the purposes set forth in the budget, and the estimated expenditures set forth in the budget being all necessary to carry on the government of Gig Harbor for 2002 and being sufficient to meet the various needs of Gig Harbor during 2002.

**NOW, THEREFORE**, the City Council of the City of Gig Harbor **DO ORDAIN** as follows:

**Section 1.** The budget for the City of Gig Harbor, Washington, for the year 2002 is hereby adopted in its final form and content.

Section 2. Estimated resources, including beginning fund balances, for each separate fund of the City of Gig Harbor, and aggregate total for all funds combined, for the year 2002 are set forth in summary form below, and are hereby appropriated for expenditure during the year 2002 as set forth below:

**2002 BUDGET APPROPRIATIONS**

<u>FUND / DEPARTMENT</u>	<u>AMOUNT</u>
001 GENERAL GOVERNMENT	
01 NON-DEPARTMENTAL	\$1,697,500
02 LEGISLATIVE	30,600
03 MUNICIPAL COURT	299,550
04 ADMINISTRATIVE/FINANCIAL	656,700
06 POLICE	1,625,361
14 PLANNING / BUILDING	842,605
15 PARKS AND RECREATION	477,700
16 BUILDING	115,700
19 ENDING FUND BALANCE	<u>2,415,359</u>
001 TOTAL GENERAL FUND	8,161,075
101 STREET FUND	3,149,186
105 DRUG INVESTIGATION FUND	10,368
107 HOTEL-MOTEL FUND	293,756
109 PROPERTY ACQUISITION FUND	1,482,931
203 '87 GO BONDS - SEWER CONSTRUCTION	67,684
208 LTGO BOND REDEMPTION	755,339
209 2000 NOTE REDEMPTION	1,261,625
301 GENERAL GOVT. CAPITAL ASSETS	5,634,681
305 GENERAL GOVT. CAPITAL IMPROVEMENT	449,462
309 IMPACT FEE TRUST	676,800
401 WATER OPERATING	819,176
402 SEWER OPERATING	1,582,895
407 UTILITY RESERVE	650,984
408 UTILITY BOND REDEMPTION FUND	666,814
410 SEWER CAPITAL CONSTRUCTION	1,402,851
411 STORM SEWER OPERATING	669,497
420 WATER CAPITAL ASSETS	859,577
605 LIGHTHOUSE MAINTENANCE TRUST	<u>1,721</u>
TOTAL ALL FUNDS	<u>\$ 28,596,422</u>

Section 3. Attachment "A" is adopted as the 2002 personnel salary schedule.

Section 4. The city clerk is directed to transmit a certified copy of the 2002 budget hereby adopted to the Division of Municipal Corporations in the Office of the State Auditor and to the Association of Washington Cities.

Section 6. This ordinance shall be in force and take effect five (5) days after its publication according to law.

**PASSED** by the City Council of the City of Gig Harbor, Washington, and approved by its Mayor at a regular meeting of the council held on this 26th day of November, 2001.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Molly Towslee, City Clerk

Filed with city clerk:  
Passed by the city council:  
Date published:  
Date effective:

**ATTACHMENT "A"**

**2002 Salary Schedule**

<b>POSITION</b>	<b>Minimum Maximum</b>	
City Administrator	\$ 6,289	\$ 7,861
Public Works Director	5,550	6,938
Chief of Police	5,482	6,853
Planning Director	5,306	6,633
Finance Director	5,220	6,525
Police Lieutenant	4,572	5,715
Assistant Public Works Director	4,353	5,441
Information Systems Manager	4,316	5,395
Project Engineer	4,287	5,359
City Clerk	4,213	5,266
Fire Marshal/Building Official	4,085	5,106
Police Sergeant	4,054	5,068
Public Works Supervisor	4,029	5,036
Sewer Plant Supervisor	4,029	5,036
Senior Planner	3,979	4,974
Associate Engineer	3,862	4,828
Accountant	3,619	4,524
Field Supervisor	3,602	4,503
Assistant Building Official	3,569	4,461
Associate Planner	3,565	4,456
Police Officer	3,525	4,406
Court Administrator	3,383	4,229
Planning / Building Inspector	3,341	4,176
Construction Inspector	3,337	4,171
Engineering Technician	3,305	4,131
Sewer Plant Operator	3,286	4,108
Mechanic	3,213	4,016
Maintenance Worker	3,194	3,993
Public Works Assistant	2,875	3,594
Planning-Building Assistant	2,752	3,440
Finance Technician	2,712	3,390
Court Clerk	2,590	3,238
Laborer	2,579	3,224
Police Services Specialist	2,470	3,088
Public Works Clerk	2,259	2,824
Administrative Receptionist	\$ 2,259	\$ 2,824

2002 - 2007  
NARRATIVE OF GOALS

1. **Concurrency and impact fee program.** Implement the city's adopted Concurrency and Impact Fee ordinances in support of the parks, recreation and open space program. 2002 - 2007.
2. **Tallman Wetlands.** Continue to work with the property owner(s)/developer(s) to develop plans and construct improvements for passive recreational use of the Tallman wetlands. **Ongoing.**
3. **WSDOT.** Continue to work with Washington State Department of Transportation staff to develop plans for, and install and maintain landscape improvements at the Olympic Drive and Wollochet Drive/Pioneer Way interchanges with State Route-16. **Ongoing.**
4. **Grants.** Continue to search and apply for grant funds to complete the design, and construct the Harborview Drive Street End Viewpoint project in conjunction with improvements to Harborview Drive south of Soundview Drive, and to acquire and/or develop park, recreation and open space consistent with the adopted Parks, Recreation and Open Space Plan. 2002 - 2007.
5. **Parks, Recreation and Open Space Plan.** Update the Parks, Recreation and Open Space Plan on an annual basis, with a major update scheduled at five-year intervals, in conjunction with updates to the city Comprehensive Plan. 2002 - 2007.
6. **Wilkinson property.** Provide direction for creating a cooperative volunteer program to restore and maintain the Wilkinson property, and provide passive recreational features and support facilities including pedestrian paths, picnic tables, benches, drinking fountain, and restrooms. 2003-2006.
7. **City parks.** Construct improvements at City Park at Crescent Creek, Jerisich Park, Borgen Park and Grandview Forest Park (See also site specific projects). 2002 - 2007.
8. **Cushman Trail.** Continue to coordinate the design and construction of the Cushman Trail from Reid Drive and 34<sup>th</sup> Street to Hunt Street. Continue to develop in conjunction with Tacoma Public Utilities staff a plan for development of the Cushman Trail in the powerline right-of-way within the city limits in exchange for maintenance and security monitoring. 2002.
9. **Gig Harbor Peninsula Historical Society and Museum.** Provide support for the current Gig Harbor Peninsula Historical Society and Museum use of the McKenzie Building, and development of their new facilities north of Austin Street and east of Harborview Drive. 2002 - 2007.
10. **Harborview Drive Street End Viewpoint.** Design and construct and apply for IAC grant funding for construction of the Harborview Drive Street End Viewpoint, including storm drainage improvements, and extension of the bulkhead/retaining wall on the south side of the existing wall to protect the embankment, and provide beach access utilizing property purchased in 1999. Viewpoint construction will be contingent on available



funding and permits. (consistent with commitments made to area residents during design review meetings conducted in 1999). **2003.**

11. **Jerisich Park.** Design and construct landscaped pedestrian facility improvements, including widened sidewalk, street trees, ornamental planting areas, benches, and stamped concrete and lighted pedestrian crossings, and/or decorative stamped concrete, on the Harborview Drive frontage at at the intersection with Rosedale Street. Work will need to incorporate undergrounding of overhead utilities, and water and sanitary sewer line improvements. **2002 - 2004.**
12. **Westside pedestrian corridor.** Design and construct a pedestrian corridor utilizing portions of the sanitary sewer easement to connect the west end of 45<sup>th</sup> Street to Olympic Drive and 56<sup>th</sup> Street on the north. Improvements to include architectural lighting, landscaping, and benches. **2002 - 2004.**
13. **Soundview Drive pier.** Develop a plan, and submit grant and permit applications for construction of a public pier and pedestrian facilities on city property at the north end of Soundview Drive. **2002-2003 - 2003-2005.**

2002  
NARRATIVE OF OBJECTIVES

1. **Jerisich Park.** -Design and construct a pedestrian bulb out section in front of Jerisich Park along Harborview Drive. Improvement will connect with the pedestrian pathway down Rosedale Street and incorporate stamped concrete and bollards. **-\$15,000 - October.**
2. **Harborview Drive Street-End Viewpoint.** Complete miscellaneous pedestrian improvements at the street end in conjunction with completed Harborview Drive Improvements. **-\$10,000 - December.**
3. **Cushman Trail project.** - Participate with Pierce County Parks and Recreation in the design and construction of the Cushman Trail project. Pierce County Parks and Recreation, as lead agency with city participation, received ISTEA-STP (Intermodal Surface Transportation Efficiency Act - Surface Transportation Program) funds to develop a nominal 16-ft. wide asphalt surface extending from the 34<sup>th</sup> Street/Tacoma Public Utilities right-of-way intersection with Reid Drive on the south, to the Pierce Transit Park and Ride on the north (See Streets, "Kimball Drive Park and Ride and Pioneer Way Improvements). Portions of the trail will serve as a maintenance road for Tacoma Public Utilities. Where feasible, the pedestrian portion will be separate from the section for wheeled conveyances. Continue to develop in conjunction with Tacoma Public Utilities staff a plan for development of the Cushman Trail in the powerlinepower line right-of-way within the city limits in exchange for maintenance and security monitoring. **-\$30,000 - December.**
4. **Streetscapes.** Install additional street planters and landscape improvements in the Harborview Drive-North Harborview Drive, Borgen Blvd. and Point Fosdick Drive corridors. **\$10,000 - December.**
5. **Pedestrian facilities.** Continue to work with Pierce Transit and the Planning Department for design and construction of additional Gig Harbor transit/pedestrian shelters (Estimated cost is \$5,000). **-\$5,000 - December.**
6. **Sign repairs.** Sign repairs, and/or replacement(s), at the city's parks, and gateways. **~~\$5,000~~-\$15,000 - December.**
7. **Drinking fountains.** Identify locations and install drinking fountains at various locations along pedestrian pathways and city Parks. **-\$2,500 - December.**
8. **City Park improvements.** Replace the existing overhead power service to the kitchen facility with underground power supply. Install two new irrigation meters at the ball fields. **\$3,500 - May.**
9. **City baseball field upgrade.** Re-grade the city baseball field and incorporate soil additives to improve drainage. **\$5,000 - May.**
10. **Resurface basketball court.** Re-surface the basketball court at the City Park. **\$3,000 - May.**

11. **McDonald Street pedestrian corridor.** Design and construct a pedestrian corridor along McDonald Street linking the Civic Center and Grandview Forest trail system on the north with the pedestrian facilities in the commercial and medical office campus on the south. Improvements may include architectural lighting, landscaping, and benches. **\$10,000 - December.**
12. **Harborview Drive winter holiday decorations.** Decorate streetscape along Harborview Drive with cedar garlands throughout the winter holiday season. These would be decorated with 4" bows to bring a warm, festive look to the harbor. **\$2,500 - November.**
13. **Develop an Arts Commission Project Support Program.** Develop an Arts Commission Project Support Program to provide funding to nonprofit arts and cultural arts organizations that provide events for the benefit of city residents. The program will also fund non-profit organizations that want to do arts projects that involve city residents, such as community service organizations, civic organizations, or libraries. Projects that benefit city residents are the core focus of the Project Support Program. Project grants can include concerts, theatre productions, visual art exhibits, art festivals, or a broad range of arts-related services. **\$10,000 - December.**
14. **Grandview Forest Park.** Place scenic benches in rest areas and develop a landscape plan in the easement adjacent and south of Grandview Forest Park. Seek volunteer assistance to implement the plan. **\$10,000 - December.**
15. **Informational signage.** Coordinate with the Historical Society to provide informational signage and markers at historically significant locations throughout the city. **\$15,000 - December.**

- **Tourism Marketing Fund.** This objective continues and enhances the marketing and advertising campaign that has been so successful the past two years. It will focus on the goals and objectives laid out in the Gig Harbor Tourism Strategic Plan. The marketing campaign for 2002 is organized for the most effective use of our tourism dollars on projects and advertising that give us the greatest return on our dollar. All planned spending will be in accordance with the goals of the Tourism Strategic Plan. Likely Expenditures will include: completion of tradeshow exhibit and travel of tradeshow exhibit regionally (\$3,500), marketing for Gig Harbor Quilt Festival (\$1,500), continued management of Gig Harbor Photo Library (\$2,100), design and printing of new Gig Harbor Visitor Survey (\$1,500), design and printing of new co-op brochure to include information previously done separately by local organizations such as the Historical Society, the Chamber and the Cultural Arts Commission (\$8,000), contracting with a distribution service for the most effective distribution of the above-mentioned brochure (\$6,500), advertising placement in the following publications: Washington State Visitors Guide (\$3,000), Washington State Lodging Guide (\$3,000), Pierce County Visitors Guide (\$2,000), Seattle/King County Visitors Guide (\$2,000), Sunset Magazine (\$7,000), AAA Washington Magazine (\$5,500), NW Travel Magazine and Drive Tour Guide (\$2,500), Corporate Meeting Planners Annual Publication (\$3,000), Convention Planners Annual Publication (\$3,000), Washington CEO Magazine (\$2,500). This fund will also cover necessary costs for graphics design service for all above-mentioned projects (\$2,000). **\$58,600.**
2. Hotel - Motel Capital Reserve. Annually, at least five percent of prior year fund revenues shall be placed in reserve for future capital projects that benefit tourism. **\$10,000 - January.**

2002

NARRATIVE OF OBJECTIVES

1. **Civic Center.** Complete the construction phase of the Civic Center as defined in the Gig Harbor Civic Center Architectural Program dated August, 2000. The current construction contract provides for the construction of a 33,516 SF Civic Center located at the Henderson Bay High School site as well as site improvements surrounding the new Civic Center. This facility will house and support the city's governmental departments as well as serve as a community center for the citizens of Gig Harbor. Construction of the facility began in ~~July~~, July 2001, with the completion estimated to be ~~August~~, August 2002. The project budget has been amended to allow an additional \$20,000 for Public Art. \$5,400,000 - September. Operations are expected to transfer from the old city hall to the Civic Center in September. Costs associated with the functionality of the new building that are not included in the project construction costs are telephone system, copiers, police exercise equipment, miscellaneous furnishings, network communications structures, routers, bridges and hubs, and moving costs. **Estimated cost is \$233,000.**



City of Gig Harbor. The "Maritime City"

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

**TO: MAYOR WILBERT AND CITY COUNCIL MEMBERS**  
**FROM: DAVID BRERETON, INTERIM PUBLIC WORKS DIRECTOR** *Dave*  
**MARK HOPPEN, CITY ADMINSTRATOR** *MH*  
**SUBJECT: ORDINANCE FOR ERICKSON STREET VACATION**  
**- FIRST READING**  
**DATE: NOVEMBER 2, 2001**

### INTRODUCTION/BACKGROUND

On October 22, 2001, Council approved a resolution setting today, November 13, 2001, as the date to hear public testimony regarding the proposed vacation of the public vehicular easement for Erickson Street, which lies between McDonald Avenue and Soundview Drive. Erickson Street was designed and constructed as part of the Spinnaker Ridge PUD in September 1985. As indicated on the approved Plat, the street was designed to meet the Public Works Standards at that time, including a 60-foot wide right-of-way that was dedicated to the City of Gig Harbor upon completion of the plat.

The City Council proposed the vacation of Erickson Street after public hearings in which the alternative of opening Erickson Street to through traffic was analyzed. The current proposal is to vacate the easement for public vehicular travel on the street and turn over ownership, maintenance and operation of Erickson Street to the residents of Spinnaker Ridge. It is my understanding that the Council also desires to maintain an easement in Erickson Street for public pedestrian access, as well as existing and future utilities.

During the staff's discussions with the property owners regarding the proposed vacation, we learned that one parcel of property, located outside of the Spinnaker Ridge planned unit development, has an access easement over Erickson Street. This easement (also included in the Council packet for your information) provides access to the parcel over Erickson Street regardless of whether Erickson Street is a public or private street. Therefore, the City's decision to vacate Erickson Street will not deny any property owner access to his or her property.

The Council may pass a vacation ordinance for a street without requiring that the abutting property owners make payment to the City for such vacation where: (1) the street was not acquired at public expense; (2) the City determines that the street is not needed for public travel either now or in the foreseeable future; and (3) the City's maintenance or upkeep of the street is unrelated to any use of the street for public travel. GHMC Section 12.14.018(D). The Public Works Director makes the following recommendation with regard to GHMC Section 12.14.018(D):

- 1) The street wasn't acquired at City expense. The street was dedicated to the City after final plat approval.
- 2) The street is not needed for public travel.

- a) Erickson Street is a local access road only and is not a through street. Erickson Street as currently configured with the gate, is used by the residents of the plat to access their residences, or by the public to visit or provide services to these homes.
  - b) The City's existing Six-Year Transportation Plan and the Transportation Comprehensive Plan do not include Erickson Street or reference it as subject to any improvements, additions, etc. There are no plans to incorporate Erickson Street into the City's public street system, or to make it anything other than a local access road.
  - c) The City has no future plans for improvement to Erickson Street, given its configuration and the surrounding developed properties. Area residents utilize public arterials: Soundview Drive, Hunt Street, Kimball Drive and collector arterial Grandview Street to access neighboring residential developments, commercial districts and local highways.
- 3) The City's maintenance and upkeep of the street. The City's maintenance and upkeep of the street involved crack sealing, street sweeping, and snow and ice removal. This is the type of maintenance the City provides on public streets throughout the City.

Pursuant to GHMC 16.07.002 (c), the street vacation ordinance must be recorded against the property, and a plat alteration is not required. This recording will be performed by the City Clerk. GHMC Section 12.14.022.

If the street is vacated, the Public Works Director recommends that the City of Gig Harbor retain a 60-foot easement for existing and future utilities, including, but not limited to water, sewer, storm, electric, phone, cable, and gas. This easement should be within the existing 60-foot wide right-of-way of Erickson Street.

The Public Works Director also recommends that the City retain an easement for public pedestrian access through Spinnaker Ridge utilizing the 60-foot utility easement from McDonald Avenue to Soundview Drive. Installation of any pedestrian access improvements will be the responsibility of the Spinnaker Ridge residents, if the vacation is granted.

The Fire District has recommended that the City require that the gate at Erickson and McDonald be upgraded to an automatic opening system for emergency vehicles. City staff recommends that this requirement be included in the vacation ordinance, with a deadline for installation.

**FISCAL CONSIDERATIONS**

Pursuant to GHMC 12.14.018 (D)(1), the Council may pass a vacation ordinance to vacate a street without requiring that the abutting property owners make payment to the City for such vacation, as long as the criteria in that section are satisfied.

Because the City currently has no plans for improvements to Erickson Street, this vacation will have no fiscal impact on the City's future budgets. However, the City will not need to include Erickson Street in its general maintenance and street operation activities, so the City's costs will be reduced accordingly.

**RECOMMENDATIONS**

If the City Council determines that Erickson Street should be vacated, staff recommends the proposed ordinance, be approved by the City Council at the second reading.



ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY  
GIG HARBOR, WASHINGTON, VACATING THE PORTION  
OF ERICKSON STREET, LYING BETWEEN MCDONALD  
AVENUE AND SOUNDVIEW DRIVE, LOCATED IN THE  
SPINNAKER RIDGE PLANNED UNIT DEVELOPMENT IN  
GIG HARBOR, WASHINGTON.**

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WHEREAS, the Spinnaker Ridge planned unit development ("PUD") was approved by the City of Gig Harbor in September of 1985; and

WHEREAS, Spinnaker Ridge was approved upon condition that Erickson Street, a public street located entirely within the PUD, would be constructed to meet public works standards; and

WHEREAS, the developer of the Spinnaker Ridge PUD constructed Erickson Street as required by the PUD conditions, and dedicated the Street and a 60-foot wide right-of-way to the City upon plat approval; and

WHEREAS, included in the Spinnaker Ridge approval was the provision that while Erickson Street would not be constructed as a through street at that time, the City Council reserved its ability to open Erickson Street at a later date to make it a through street; and

WHEREAS, the City Council recently considered the question whether or not the street would be opened as a through street; and

WHEREAS, the residents of Spinnaker Ridge objected to the opening of Erickson Street as a through street and other members of the public supported the through street concept; and

WHEREAS, the City Council considered various options to the opening of Erickson Street, one of which was to vacate the easement for public travel on the Street and turn over ownership, maintenance and operation of the Street to the residents of Spinnaker Ridge; and

WHEREAS, the City Council thereafter passed Resolution No. 574 initiating the procedure for the vacation of the referenced street and setting a hearing date; and

WHEREAS, after the required public notice had been given, the City Council conducted a public hearing on the matter on November 13, 2001, and at the conclusion of such hearing determined that the aforementioned right-of-way should be vacated; Now, Therefore,

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

Section 1. Findings and Conclusions. Pursuant to GHMC Section 12.14.018(D), the City Council makes the following findings and conclusions:

A. **Erickson Street wasn't acquired at City expense.** Erickson Street was constructed by the developer of Spinnaker Ridge and later dedicated to the City.

B. **Erickson Street isn't needed for public vehicular travel.** Erickson Street is a local access road only and is not a through street. The persons using Erickson Street for vehicular travel are the residents of Spinnaker Ridge, their families, friends and persons providing services and goods to those residents.

The City has no future need for Erickson Street in the City's street system. No improvements were planned for Erickson Street in the City's Six-year Road Plan or the City's Transportation Comprehensive Plan. The configuration of Erickson Street (if left unopened) and the development of surrounding properties precludes any use by the City of Erickson Street as any thing other than a local access street for the Spinnaker Ridge planned unit development.

**C. Costs associated with Erickson Street.** The costs associated with Erickson Street involve those costs related to street maintenance activities that the City performs on all City streets, such as street sweeping, sealing and snow removal.

Section 2. Street Vacated. After making the above findings regarding the proposed street vacation, the City Council finds that the easement for public vehicular travel on Erickson Street, as the Street is more particularly described in Exhibit A, shall be vacated.

Section 3. Reservation of Easement. The City Council finds that after the easement for public vehicular travel is vacated in Erickson Street, the City shall retain an easement in the street for the following purposes: public pedestrian travel; existing or future public utilities, including but not limited to: water, sewer, storm, electricity, gas, telephone, and cable services for the 60 foot right-of-way area of Erickson Street, as it is currently configured and legally described in Exhibit A.

Section 4. No Payment Required. Pursuant to GHMC Section 12.14.018, this vacation does not require the payment by the property owners to the City, as the City Council has made a finding (in Section 1) that the street vacation meets the criteria in GHMC 12.14.018(D).

Section 5. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 6. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 2001.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

**EXHIBIT 'A'**

**Legal Description**

**THAT 60' PORTION OF ERICKSON STEET WITHIN THE COMMON AREA OF SPINNAKER RIDGE SUBDIVISION, LYING BETWEEN SOUNDVIEW DRIVE AND MCDONALD AVENUE, GIG HARBOR, WASHINGTON.**

The legal description for Spinnaker Ridge Subdivision follows:

The South half of the Northeast Quarter of the Southwest Quarter of Section 8, Township 21 North, Range 2 East of the Willamette Meridian, in Gig Harbor, Pierce County, Washington.

EXCEPT the North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8. ALSO EXCEPT the following described property: BEGINNING at the Northeast corner of the South Half of the Northeast Quarter of the Southwest Quarter of said Section 8; THENCE along the North line of said subdivision S 89°56'05" W, 343 feet; THENCE S 01°00'51" W, parallel with the East line of said subdivision, 484 feet; THENCE N 89°56'05" E, 343 feet to the East line of said subdivision; THENCE along said East line N 01°00'51" E, 484 feet to the TRUE POINT OF BEGINNING. ALSO EXCEPT the East 30 feet for Wickersham County Road. ALSO EXCEPT the following described property; COMMENCING at the Northeast corner of said South Half of the Northeast Quarter of the Southwest Quarter of Section 8; THENCE along the North line of said subdivision S 89°56'05" W, 30 feet to the West line of (Wickersham County Road) Soundview Drive NW; THENCE continuing S 89°56'05" W, along said North line, 313.00 feet; THENCE S 01°00'51" W, parallel with the East line of said subdivision, 95.00 feet to the TRUE POINT OF BEGINNING; THENCE N 23°56'57" W, 71.07 feet; THENCE N 89°56'05" E, 30.00 feet to a point that bears N 01°00'51" E from the TRUE POINT OF BEGINNING; THENCE S 01°00'51" W, 64.99 feet to the TRUE POINT OF BEGINNING. TOGETHER WITH the North Half of the Southwest Quarter of the Northeast Quarter of the Southwest Quarter of said Section 8, in Gig Harbor, Pierce County, Washington. SUBJECT TO AND TOGETHER WITH COVENANTS, RESTRICTIONS AND EASEMENTS OF RECORD.

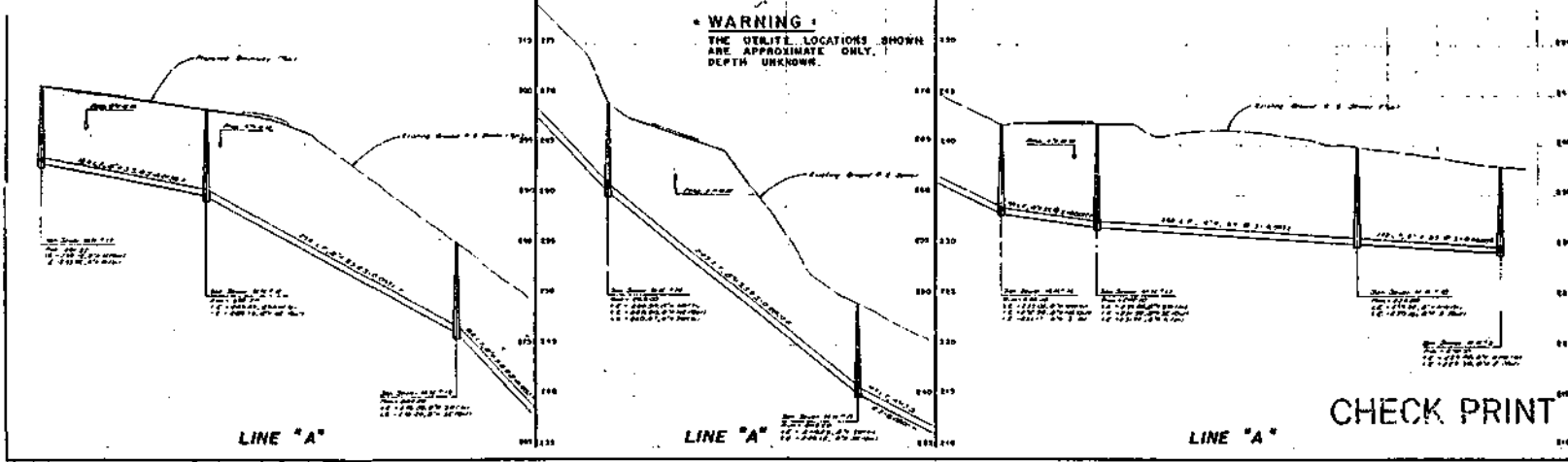
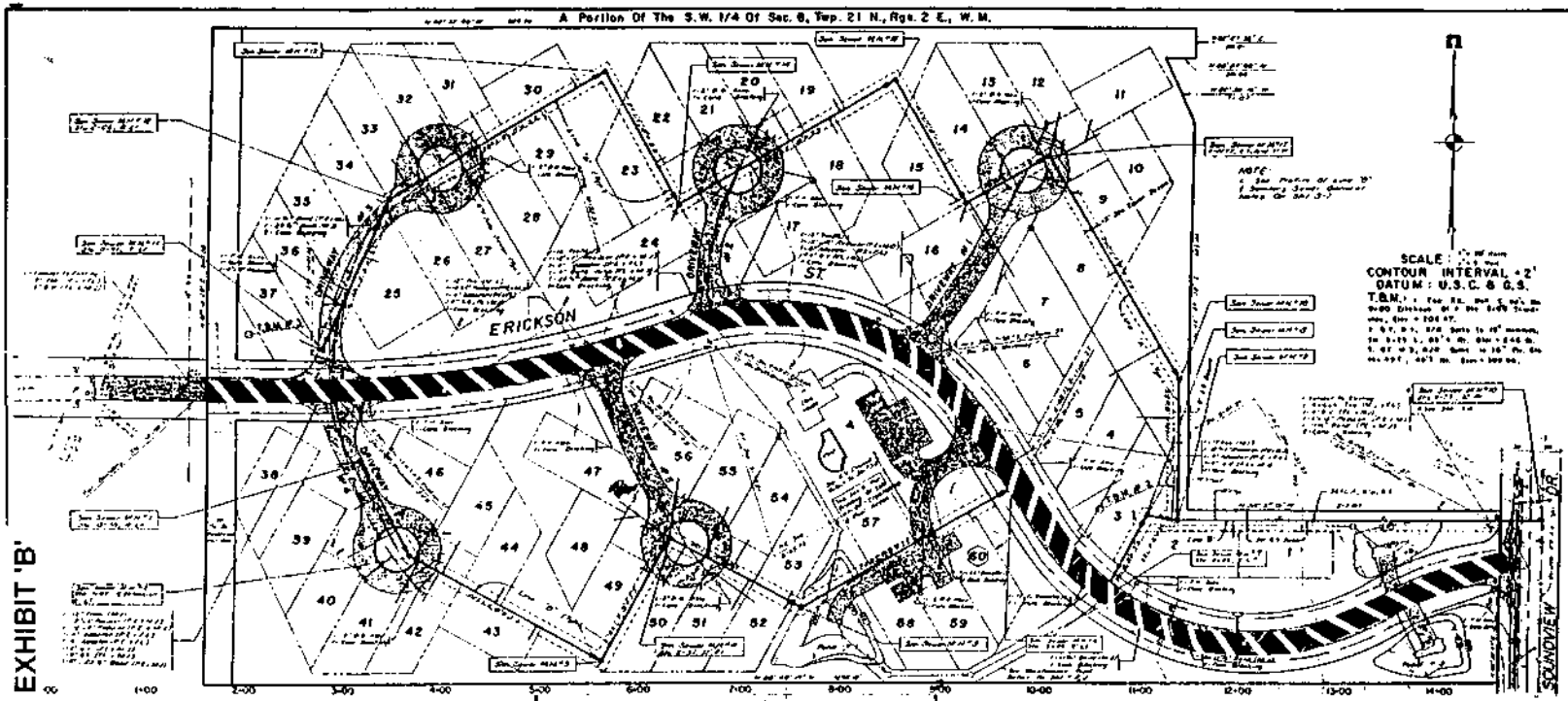


EXHIBIT 'B'

NU-DAWN HOMES, INC. <b>SPINNAKER RIDGE</b> SANITARY SEWER PLAN & PROFILE/ WATER PLAN CITY OF BIG HARBOR
SHEET NO. 11 DATE: 11/11/2011 DRAWN BY: T. G. BROWN CHECKED BY: T. G. BROWN SCALE: AS SHOWN PROJECT NO. 11-01



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR** *mbh*  
**SUBJECT: FIRST READING OF ORDINANCE - SEPA AUTHORIZATION  
AMENDMENT**  
**DATE: OCTOBER 30, 2001**

**INFORMATION/BACKGROUND**

This housekeeping ordinance enables state authorized SEPA mitigation at the local level. The attached ordinance refers to school mitigation and storm water mitigation authority. The ordinance clearly states both the policy and statutory basis for the imposition of SEPA conditions on actions in the City of Gig Harbor's SEPA ordinance, as codified at Chapter 18.04 of the Gig Harbor Municipal Code.

**RECOMMENDATION**

This is the first reading of this ordinance. Staff recommends approval of the ordinance at the second reading.

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ADDING TO THE POLICIES ADOPTED BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT, PROVIDING THE BASIS OF SUBSTANTIVE AUTHORITY IN THE CONDITIONING OR DENYING OF ACTIONS, AS DEFINED IN THE ACT, ADDING THE CITY'S STORM WATER MANAGEMENT ORDINANCE AND A POLICY RELATING TO SCHOOL MITIGATION; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 18.04.220.**

---

WHEREAS, RCW 43.21C.060 provides that local government may condition or deny "actions" (as defined in chapter 197-11 WAC) pursuant to the State Environmental Policy Act, as long as the conditions or denials are based on policies identified by the appropriate governmental authority and incorporated into regulations, plans or codes which are formally designated by the local governmental body as possible bases for the exercise of authority under SEPA; and

WHEREAS, in order to condition actions based on impacts to public schools, the City has referred to language on this subject in the City's Comprehensive Plan; and

WHEREAS, the City desires to clearly state both the policy and statutory basis for the imposition of SEPA conditions on actions in the City's SEPA ordinance, which has been codified at chapter 18.04 of the Gig Harbor Municipal Code; and

WHEREAS, the City's SEPA Responsible Official issued a determination that the adoption of this ordinance is exempt from SEPA under WAC 197-11-800(20); and



WHEREAS, the City Planning Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 30, 2001, pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered a First Reading of this Ordinance during its regular City Council meeting of November 12, 2001. Now, Therefore,

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

Section 1. Section 18.04.220 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**18.04.220 SEPA – Policies.**

A. The policies and goals set forth in this chapter are supplementary to ~~those in the existing authorization of the city's existing authority.~~

B. The city adopts by reference the policies in the following city codes, ordinances, resolutions and plans, as now existing or hereafter amended, as a possible basis for the exercise of substantive authority in the conditioning or denying of proposals:

1. Chapter 43.21C RCW – State Environmental Policy Act.
2. GHMC Title 5 – Business Licenses and Regulations.
3. GHMC Title 6 – Animals.
4. GHMC Title 8 – Health and Safety.
5. GHMC Title 10 -- Vehicles and Traffic.
6. GHMC Title 12 – Streets and Sidewalks.
7. GHMC Title 13 -- Water and Sewers.
8. GHMC Title 15 – Buildings and Construction.
9. GHMC Title 16 – Subdivision.
10. GHMC Title 17 – Zoning.
11. The City of Gig Harbor Comprehensive Plan.
12. The City of Gig Harbor Shoreline Master Program.
13. The City's Six-Year Road Program.

14. The City's Comprehensive Water Plan.
15. The City's Comprehensive Sewer Plan.
16. ~~Traffic Impact Resolution, Council Resolution No. 311.~~
17. Chapter 18.08 GHMC Wetlands Management Ordinance.
18. Chapter 18.12 GHMC – Critical Areas Regulations.
19. City of Gig Harbor Public Works Standards.
20. City of Gig Harbor Stormwater Management Ordinance.

21. The following policy relating to schools: In order to ensure that adequate school facilities are available to serve new growth and development and to ensure that new growth and development provides mitigation for direct impacts on school facilities identified by the school district as a consequence of proposed development, the City may impose school mitigation fees, all as provided in RCW 82.02.020.

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor  
this \_\_\_th day of \_\_\_\_\_, 2001.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

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

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

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

**of the City of Gig Harbor, Washington**

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On \_\_\_\_\_, 2001, 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 LAND USE AND ZONING, ADDING TO THE POLICIES ADOPTED BY THE CITY UNDER THE STATE ENVIRONMENTAL POLICY ACT, PROVIDING THE BASIS OF SUBSTANTIVE AUTHORITY FOR THE CONDITIONING OR DENYING ACTIONS AS DEFINED IN THE ACT, ADOPTING THE STORMWATER MANAGEMENT ORDINANCE AND A POLICY RELATING TO SCHOOL MITIGATION, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 18.04.220.

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

APPROVED by the City Council at their meeting of \_\_\_\_\_, 2001.

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MOLLY TOWSLEE, CITY CLERK



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, PLANNING & BUILDING SERVICES**  
**SUBJECT: FIRST READING OF AN ORDINANCE ANNEXING 2620, 2702, AND 2727**  
**57<sup>th</sup> ST. CT. NW**  
**DATE: NOVEMBER 13, 2001**

**INFORMATION/BACKGROUND**

On August 27, 2001 the City Council approved Resolution No. 570 accepting the annexation petition for three contiguous parcels located along 57<sup>th</sup> Street Court NW. The Resolution was forwarded to the Boundary Review Board (BRB) for consideration and, after the appropriate review period, approved on October 29, 2001 as proposed. An Ordinance annexing the subject property is now necessary to complete the annexation process.

**POLICY CONSIDERATIONS**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

I recommend that the Council approve the Ordinance annexing three contiguous parcels of property located at 2620, 2702, and 2727 57<sup>th</sup> Street Court NW following the second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO  
ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S  
ANNEXATION OF THREE PARCELS OF PROPERTY LOCATED AT 2620,  
2702 AND 2727 57<sup>TH</sup> STREET COURT N.W. (ANX 01-01) AND ADOPTION  
OF ZONING REGULATIONS FOR THE ANNEXATION AREA.**

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WHEREAS, on December 19, 2000, the City of Gig Harbor received a Notice of Intent to Annex three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and on February 12, 2001, and on the same day voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; that the property owners enter into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57<sup>th</sup> Street Court Northwest up to City road standards within one-year of annexation; and that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, a petition for annexation of the property described in Exhibit A was subsequently received by the City on July 2, 2001; and

WHEREAS, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer on July 19, 2001, as being legally sufficient, and as containing the signatures

of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation Single-Family Residential (R-1) zoning of the property described in Exhibit A as Single-Family Residential (R-1) is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness;
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and
- C. That the property owners enter into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57<sup>th</sup> Street Court Northwest up to City road standards within one-year of annexation; and

WHEREAS, following the public hearing on the annexation petition held on August 13, 2001, the City Council approved the proposed pre-annexation Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; and

WHEREAS, on August 24, 2001 the property owners entered into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57<sup>th</sup> Street Court Northwest up to City road standards within one-year of annexation (Pierce County Auditors File No. 200108290310); and

WHEREAS, the Boundary Review Board issued a decision approving the annexation of the property described in Exhibit A on October 29, 2001; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:

Section 1. The Gig Harbor City Council hereby approves the annexation of three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, all property within the three parcels located along 57<sup>th</sup> Street Court Northwest (2620, 2702, & 2727 57<sup>th</sup> St. Ct. NW), and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation;



B. All property within the area described in Exhibit A shall be zoned as Single-Family (R-1) in accordance with the Gig Harbor Municipal Code, Title 17; and

C. All property owners within the area described in Exhibit A have entered into a pre-annexation agreement with the Department of Public Works regarding the level of street improvements necessary to bring 57<sup>th</sup> Street Court Northwest up to City road standards within one-year of annexation.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

ORDAINED by the City Council this \_\_\_\_ day of \_\_\_\_ 2001.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

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

**Exhibit A**  
**57<sup>th</sup> Street Court Northwest Annexation**  
**Legal Description**

A PORTION OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLIAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

THE EAST 442.00 FEET OF THE WEST 472.00 FEET OF THE SOUTH 196.91 FEET OF LOT 24 OF PLAT SHORE ACRES, ACCORDING TO THE OFFICIAL PLAT THEREOF IN VOLUME 10 OF PLATS, PAGE 82, RECORDS OF PIERCE COUNTY. SITUATE IN PIERCE COUNTY, WASHINGTON.



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**DIRECTOR, PLANNING & BUILDING SERVICES**  
**SUBJECT: FIRST READING OF AN ORDINANCE ANNEXING 2811, 2819, 2905,**  
**AND 2917 62<sup>nd</sup> ST. CT. NW**  
**DATE: NOVEMBER 13, 2001**

**INFORMATION/BACKGROUND**

On August 27, 2001 the City Council approved Resolution No. 571 accepting the annexation petition for four contiguous parcels located along 62<sup>nd</sup> Street Court NW, east of Soundview Drive. The Resolution was forwarded to the Boundary Review Board (BRB) for consideration and, after the appropriate review period, approved on October 29, 2001 as proposed. An Ordinance annexing the subject property is now necessary to complete the annexation process.

**POLICY CONSIDERATIONS**

None.

**FISCAL IMPACT**

None.

**RECOMMENDATION**

I recommend that the Council approve the Ordinance annexing four contiguous parcels of property located at 2811, 2819, 2905, and 2917 62<sup>nd</sup> Street Court NW following the second reading.

**CITY OF GIG HARBOR  
ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO  
ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S  
ANNEXATION OF FOUR PARCELS OF PROPERTY LOCATED AT 2811,  
2819, 2905, AND 2917 62<sup>nd</sup> STREET COURT N.W. (ANX 01-02) AND  
ADOPTION OF ZONING REGULATIONS FOR THE ANNEXATION AREA.**

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WHEREAS, on April 1, 2000, the City of Gig Harbor received a Notice of Intent to Annex four parcels located along 62<sup>nd</sup> Street Court Northwest (2811, 2819, 2905, & 2917 62<sup>nd</sup> St. Ct. NW), more particularly described in Exhibit A, attached hereto and incorporated herein as if fully set forth in full; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) in value, according to the assessed valuation for general taxation, of the property described in Exhibit A; and

WHEREAS, the City Council met with the initiators of the petition and on February 12, 2001, and on the same day voted to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning; and that the property owners assume a proportionate share of the City's indebtedness; and

WHEREAS, a petition for annexation of the property described in Exhibit A was subsequently received by the City on July 20, 2001; and

WHEREAS, the petition for annexation was certified by the Pierce County Office of the Assessor-Treasurer on July 24, 2001, as being legally sufficient, and as containing the signatures of not less than 60% of the owners of assessed value, according to the assessed valuation for general taxation of the property described in Exhibit A; and

WHEREAS, the property described in Exhibit A to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in November, 1994, established a land use map designation for this area as Urban Residential Low Density, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the Single-Family Residential (R-1) zoning of the property described in Exhibit A as Single-Family Residential (R-1) is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation as Urban Residential Low Density; and

WHEREAS, the Gig Harbor Council has provided its intent to annex four parcels located along 62<sup>nd</sup> Street Court Northwest (2811, 2819, 2905, & 2917 62<sup>nd</sup> St. Ct. NW), contingent upon the following conditions:

- A. Assumption by the property owners of their proportionate share of the City of Gig Harbor's indebtedness; and
- B. Imposition of Single-Family Residential (R-1) zoning of the property; and

WHEREAS, following the public hearing on the annexation petition held on August 27, 2001, the City Council approved the proposed pre-annexation Single-Family Residential (R-1) zoning for the area and the annexation, subject to Boundary Review Board approval; and

WHEREAS, the Boundary Review Board issued a decision approving the annexation of the property described in Exhibit A on October 29, 2001; now, therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON,  
HEREBY RESOLVES AS FOLLOWS:

Section 1. The Gig Harbor City Council hereby approves the annexation of four parcels located along 62<sup>nd</sup> Street Court Northwest (2811, 2819, 2905, & 2917 62<sup>nd</sup> St. Ct. NW), as described in Exhibit A, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the four parcels located along 62<sup>nd</sup> Street Court Northwest (2811, 2819, 2905, & 2917 62<sup>nd</sup> St. Ct. NW), and described in Exhibit A, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area described in Exhibit A shall be zoned as Single-Family (R-1) in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

ORDAINED by the City Council this \_\_\_ day of \_\_\_\_ 2001.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

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

**Exhibit A**  
**62<sup>nd</sup> Street Court Northwest Annexation**  
**Legal Description**

That portion of the Northwest quarter of the Northeast quarter of Section 17, Township 21 North, Range 2 East, W.M., Pierce County Washington, described as follows:

Lots 1, 2, 3, and 4 of Short Plat No. 9008170239, records of Pierce County.

**Individual Parcels Descriptions**

2917 62<sup>nd</sup> Street Court Northwest

Parcel No. 7580000761

Lot 1 of Short Plat No. 9008170239, records of Pierce County

Owner – Zaninovich

2905 62<sup>nd</sup> Street Court Northwest

Parcel No. 7580000762

Lot 2 of Short Plat No. 9008170239, records of Pierce County

Owner – Douglas

2819 62<sup>nd</sup> Street Court Northwest

Parcel No. 7580000763

Lot 3 of Short Plat No. 9008170239, records of Pierce County

Owner – Mancuso

2811 62<sup>nd</sup> Street Court Northwest

Parcel No. 7580000764

Lot 4 of Short Plat No. 9008170239, records of Pierce County

Owner – Dillingham



# Memorandum

To: Gig Harbor Mayor and City Council  
From: Carol Morris, City Attorney  
Date: November 26, 2001  
Re: Avalon Woods – Gig Harbor Sportsmen's Club

---

This memo will list possible solutions to the problems described by the Avalon Woods homeowners as a result of the activities on the Gig Harbor Sportsmen's Club property. More facts are needed before a reasonable prediction can be made as to the success of most of these alternatives.

**Recommended Action:** As you will see from the discussion of each of the actions described below, the missing facts are those that can be provided in an expert evaluation of the physical configuration, use, operation and noise associated with the existing outdoor shooting range. If the Council is considering the adoption of an ordinance requiring the existing shooting range to conform to certain physical configuration standards (as part of a land use or business licensing regulation), the Council should know, before it adopts the ordinance, whether the existing shooting range meets these standards. (Or, if the range does not conform to these standards, the Council should have an idea of how much it would cost to construct the necessary improvements.) This is important because a challenge brought by the shooting range to the ordinance would likely be based on different legal theories, based on the facts. For example, a challenge could be based on the City's authority to adopt the regulatory ordinance or it could be based on the property owner's claim that any requirement for the installation of costly improvements to an existing shooting range would be invalid.

Similarly, if the City is considering a court action to abate a nuisance, it would be helpful to have enough facts to formulate the specific relief that the City would request of the court. The City may learn that the existing shooting range currently meets all nationally accepted standards for physical configuration, use and operation. If it does, the City needs to consider whether it is interested in arguing to a court that such a shooting range (which is in conformance with all existing regulations) is a public nuisance, based on noise and the errant bullet evidence. It may take some time before a hearing is held on the abatement action, and the results of the testing on the bullet could be received by that time. If the City learns that the bullet did not originate from the shooting range, the City's abatement action may be based solely on noise. Because noise can be regulated through the adoption of a noise ordinance, it is not likely that the City would pursue closure of the shooting range in court under these circumstances.

If a shooting range expert provides information to the Council to demonstrate that the noise can be successfully reduced or eliminated by physical improvements to the gun range property, the City should have this information to weigh against the costs relating to enforcement of a noise ordinance requiring technical equipment and expert witnesses. The Council also should have information regarding the existing noise levels emitted from the shooting range measured from the receiving property, so that the Council understands whether the maximum levels used by most noise ordinances are exceeded. In other words, the Council may consider adopting the State noise code by reference (or something similar), so the Council needs to know whether the maximum noise levels in that code are exceeded by current shooting range operations.

Therefore, I recommend that the City hire two experts. First, a noise expert to evaluate the noise emitted from the shooting range and, if possible, to predict the amount of noise reduction provided by sound baffling, enclosure or new physical configuration of certain shooting lanes. In addition, I recommend that the City hire a gun range expert to evaluate the physical configuration, use and operation of the range. The evaluation provided by the experts would hopefully include, but not be limited to the following issues/questions:

A. Noise. What is the current noise level of the shooting range operations on the border of the receiving (residential) property? What is the recommended noise level for receiving residential property for day and nighttime hours?

B. Range Configuration and Noise. Can the range be enclosed? Can certain lanes in the range be enclosed if the entire range cannot be enclosed? Which lanes could be enclosed to eliminate or reduce the noise to the neighboring properties? Can any lanes be relocated to eliminate or reduce the noise? Are there any other solutions to the noise problem that the expert(s) can recommend for outdoor gun ranges, such as construction of berms or other sound baffling devices?

C. Safety. Are the range's current practices consistent with nationally accepted safety standards? Is the range configuration and physical characteristics consistent with nationally accepted standards? Are any changes needed to ensure or increase safety? Using a draft of an ordinance for the regulation of outdoor shooting ranges provided by the City, would the range satisfy the standards, or would changes have to be made? Are there any changes that could be made to the physical configuration of the range to increase safety, such as enclosing the passageway between the firing points and targets? Can trenches be installed to protect users (or neighbors) from errant bullets?

#### **I. Licensing.**

A. Under the City's existing business license regulations, revoke the business license of any outdoor shooting range if the activities are "injurious to the public health and safety."

This alternative was suggested by one of the homeowners. Additional facts are not required to evaluate it as a possible solution.

The City's existing business license regulations are not adequate to address the issues raised by the operation of an outdoor shooting range. First, business license applications are reviewed for conformance with existing city regulations by the Planning, Public Works and Police Departments, Building Official and Fire Marshal. GHMC Section 5.01.120. Currently, the City has no regulations addressing the physical configuration, use or operation of outdoor shooting ranges. Outdoor shooting ranges are not prohibited uses, so a business license may issue if all other requirements of the code are satisfied. GHMC Section 5.01.060; 5.01.070(D).

A business license will not be issued (or may be revoked) by the City for some act "injurious to the public health and safety." GHMC 5.01.070(D). However, if outdoor shooting ranges are legal uses, and the City has no regulations addressing them, and the owner demonstrates that the outdoor shooting range complies with nationally accepted standards for physical configuration, use and operation, the City's refusal to issue a business license based on a finding that the shooting range is per se injurious to the public health and safety" will be difficult to defend. If there is a question whether the range has been operated in a manner that is injurious to the public, the City would follow the procedures in the code to consider whether the range license should be revoked. GHMC 5.01.130.

Regulation of outdoor shooting ranges through existing business license regulations is inadequate because privately operated (not-for profit) ranges may not be regulated at all. The City may not have any private outdoor shooting ranges within its limits at this time, but this situation may change with annexation.

B. Adopt an ordinance for the licensing, construction, use, operation of outdoor gun ranges that includes specific regulations addressing the safe operation of outdoor gun ranges.

As stated above, the Council should be aware of the existing facts before it considers the adoption of such an ordinance. Even in the situation of Redmond, a gun range expert was hired by the City for this purpose prior to adoption of the ordinance.

## II. Land Use.

C. Make a finding that outdoor gun ranges (even legal non-conforming uses) constitute a nuisance in City limits and adopt an ordinance requiring that existing non conforming outdoor gun ranges terminate (within a certain period of time) or that existing outdoor gun ranges be enclosed (within a certain period of time).

November 26, 2001

Again, I recommend that the Council obtain additional facts to determine whether the existing shooting range may be enclosed before it considers an ordinance of this type. It would also be helpful to know the cost of such enclosure.

D. Adopt land use regulations prohibiting all new outdoor gun ranges in the City.

E. Adopt land use regulations establishing new outdoor gun ranges in the City as allowed in certain zones (away from residential areas) only with a conditional use permit.

The Council may wish to make a decision whether it will allow new outdoor ranges in the City, and if so, under which type of permitting process.

### III. Noise

F. Adopt an ordinance regulating the type of noise emitted from a gun range, establishing acceptable noise levels on receiving property, and hours for acceptable noise levels.

### IV. Court Action.

G. File a lawsuit against a gun club for a public nuisance, asking for abatement by requiring that the outdoor shooting range: (1) close entirely; (2) close down some of the gun ranges (or lanes) which are suspected of causing the most problems with respect to safety and noise.

October 1, 2001

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

Re: Safety Concerns of Avalon Woods

The Avalon Woods Homeowners' Association would like to notify the City of Gig Harbor that on Thursday, August 30, 2001, at approximately 8:00 p.m., Jim Good of 9916 41<sup>st</sup> Ave. NW, Gig Harbor, was in his back yard when he heard a whistling past his head and then a thud. Upon investigation, he found an indentation in the side of his home. The Good's called the Gig Harbor Police and Officer Skedd responded and began an investigation. Upon inspecting the indentation in the side of Good's home, it was discovered what appeared to be a shotgun slug. It is believed that the slug came from the Gig Harbor Gun Club. Please contact the police department for all the details to-date.

On Monday, September 24, 2001 at approximately 4:30 p.m., Detective Kelly Busey called Dave Odell of 4110 97<sup>th</sup> St. Ct. NW, Gig Harbor, to inform him that he had a preliminary report from the laboratory from which the shotgun slug had been sent. He also informed him that he had taken his GPS to the Gun Club and concluded that of the seven shooting positions, it would not be possible for a slug to reach any of the homes in Avalon Woods from three of the positions, but it would be possible from the other four.

Safety Concerns of Avalon Woods  
Dated October 1, 2001

Page 2

The Avalon Woods Homeowners' Association believes that there is a public safety issue involved, and would like to know what the City of Gig Harbor will do to provide the public safety that we all should expect.

Sincerely,

Richard E. Dadisman, President  
Avalon Woods Homeowners' Association

Copy to:

Mark Hoppen, City Administrator  
Mitch Barker, Police Chief

Council Members:

John Picinich  
Steven Ekberg  
Derek Young  
Jim Pasin  
Bob Dick  
Marilyn Owel  
Frank Ruffo

Opening Statement to  
Gig Harbor Washington City Council Meeting  
November 13,2001 By Dave Odell

I would like to thank Derek Young and Mark Hoppen for placing us on this agenda.

The Gig Harbor Sportsman's Club has been a very controversial subject in Gig Harbor for many years. When looking through the archived records of Avalon Woods, we found letters to the editor of the Peninsula Gateway concerning the Sportsman's Club as far back as 1994. I am sure that this controversy dates back even farther than that. We have all heard different people say that the "Gun Club must go, they have outlived their usefulness in Gig Harbor." On the other hand, "They were here first, they have been here for 80 or 90 years." From the information that we have been able to develop, the Gig Harbor Sportsman's Club was founded in 1947 and moved to their current location on Burnham Drive in 1953, not 80 or 90 years but still a long time.

The City of Gig Harbor inherited the GHSC when the area was annexed into the city in 1997. After the event of August 30<sup>th</sup> at the Good's home in Avalon Wood, and the letter to the editor of The Peninsula Gateway from Thomas Haxton of Olalla, on August 9, 2000 something must be done. Thomas, an active member of the club, states that 9mm pistol rounds and rifle rounds are in fact leaving the range. We believe that there are major safety concerns that need to be addressed at the GHSC NOW!

The Christian Prep Academy (Turning Point Community Church) has recently completed a Soccer field next to the rifle/pistol range. If in fact Thomas Haxton's facts are correct, these children are in danger on a daily basis. Mitch Barker and I were talking recently soon after he had been to the Sportsman's Club to re-qualify, he said that it was eerie hearing children play while shooting.

We are not here to demand that the City Close the Sportsman's Club forever. But that it be closed until there has been a total assessment of the site to evaluate the true danger to the public, and that it remain closed until such time that the GHSC can display to the City that ALL the safety concerns have been resolved. We do not believe the GHSC can continue to operate as it currently does.

As stated to this Council at your last meeting we will work with you and the City staff to resolve these problems.

Mike Sugg will take a few minutes to explain what we feel the problems are that need to be addressed. Mark Schaefer will then give an overview of events since August 30<sup>th</sup> and identified items that we are concern with. Then Mark will talk about the proposed Redmond WA ordinance, and the Texas Bill 2169 dealing with Outdoor Shooting Ranges. Then I will be back for a recap and closing statement.

Closing Statement to  
Gig Harbor Washington City Council Meeting  
November 13,2001 By Dave Odell

Again, I would like to re-state, we are not here to demand that the City close the Sportsman's Club forever. But that it be closed until there has been a total assessment of the site to evaluate the true danger to the public, and that it remain closed until such time that the Sportsman's Club can display to the City that ALL the safety concerns have been resolved. We do not believe the Sportsman's Club can continue to operate as it currently does.

Our recommendations to the City are:

1. Immediately shut down the GHSC.
2. Require the GHSC have a consultant approved by the City examine both the rifle/pistol range, and the shot gun range to determine where they do not comply with minimum NRA standards.
3. Require that lead shot recovery be done immediately if GHSC cannot verify that it has been done in the past five years.

We further recommend that The City craft an ordinance to set shooting range standards dealing with:

1. Public safety and live rounds leaving the confines of the club.
2. Hours of operation
3. Noise levels during hours of operation
4. Minimum NRA range standards
5. Minimum EPA standards for lead recovery

Again, all of the above should be completed before the GHSC is allowed to reopen.

We encourage the City to enact an ordinance that uses the frame work of Texas House Bill 2169 for site construction and safety as a minimum standard, with Redmond's WA ordinance for enforcement. None of the concerned parties here are going to be happy with the end results, but with the above minimum standards in place the residents of Gig Harbor will be safe and the Gig Harbor Sportsman's Club will be able to maintain operation. At that point I would hope that we would all be able to become good neighbors.

Thank you



**CANTERWOOD HOMEOWNERS ASSOCIATION**  
**4026 CANTERWOOD DR NW #A**  
**GIG HARBOR, WA 98332**  
**253-851-6158**

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Gig Harbor City Council  
Gig Harbor, Washington

November 11, 2001

Dear Council Members:

The Canterwood Homeowners Association would like to join the Avalon Woods Homeowners Association in expressing our concern over the unregulated nature of the Gig Harbor Sportsman's Club. As we understand it, this Sportsman's Club has been in existence since 1949, and has enjoyed the freedom of existing in a relatively rural area since that time. With the dramatic growth of Gig Harbor, new neighborhoods have become established and thrived in close proximity to the Sportsman's Club. As the city limits of Gig Harbor have expanded, and the population has increased, the need for safety regulations has become more apparent. We believe the city has an obligation to reasonably protect its citizens from known hazards such as guns being fired within range of homes and families. In addition, new laws and concerns for the protection of the environment have brought to light questions regarding the impact of more than 50 years of lead bullets potentially contaminating our watersheds and soils.

Canterwood residents also believe that some limitation on the hours of operation would be appropriate. Currently, the neighborhoods on all sides of the Sportsman's Club suffer from the percussive sounds of gunshots at all hours of the day and evening. It would seem reasonable to place some restrictions on the hours of operation in order to reduce the disruptive impact of this noise on surrounding neighbors.

We recognize that the Sportsman's Club has been operated in its current manner for many years, however we submit that the recent population growth; the expansion of the city limits, and; recent emphasis on federal, state and county environmental concerns are enough reason to consider imposing regulation at this time.

Please notify the Canterwood Homeowners Association of any future deliberations or actions on this topic. We are interested parties, and would like to be involved in such considerations.

Sincerely,



Lynn Zatzkin, President  
Canterwood Homeowners Association



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

**RECEIVED**  
CITY OF GIG HARBOR

NOV 15 2001

PLANNING AND BUILDING  
SERVICES

11-15-01  
John Vodopich  
City of Gig Harbor Department of Planning  
3105 Judson Street  
Gig Harbor WA  
98335

RE: Items for the minutes of the City Counsel Meeting – 11-13-01

John,

Please find attached a copy of the site plan #8903080210 for Harborcrest West (now known as Avalon Woods) and the Testimony RE: Noise to be added to the minutes of the meeting held on 11-13-01.

Thank you for making sure these items get into the minutes and are distributed to the members of the Counsel and the City Staff.

Regards,

Doug Tenzler  
President  
Gig Harbor Sportsman's Club



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

11-15-01

Gig Harbor Sportsman's Club Information.

Incorporated in 1947 the Gig Harbor Sportsman's Club provides the only legal and safe area for the discharge of firearms, in the Peninsula area of Pierce County.

The ranges the club provides are safe places to shoot rifles, pistols and shotguns. All our shooting is carried out under the supervision of trained and qualified volunteer range officers. If a range officer is not available the range is closed.

The Gig Harbor Sportsman's Club services the following group's and is always looking for ways to help the community: The Gig Harbor Police, Pierce County Sheriff Department, Washington State Patrol, Women's Corrections Center Guards, The Coast Guard (Port Angeles & Seattle), The Ruston Police Department, The Peninsula High School Trap Team, Boy Scouts of America, 4-H, Ducks Unlimited, Pheasants Forever. Also, provides Community Service work for Pierce County District Court #2, provides Scholarship funding for both High schools in the area annually, provides financial support for the Leukemia Foundation, Ladies Handgun Safety Courses, Hunter Safety Education and many more.

Gig Harbor Sportsman's Club normal hours of operation, which at times may be extended either to earlier or later into the day per Pierce County Code, Chapter 8.72. / 8.76.070 Exemption- "Sounds created by the discharge of firearms on authorized shooting or firing ranges"; 7:00AM - 10:00PM.

Monday- Open to law enforcement officers and handgun safety classes.

Tuesday- Open to Gig Harbor Sportsman's Club volunteer range officers and Sporting Clays Shotgun sports.

Wednesday- 10:00AM to 7:00PM Rifle and Trap Range

Thursday- 10:00AM to 10:00PM Rifle and Trap Range

Friday- 10:00AM to 8:00PM Rifle and Trap Range

Saturday- 10:00AM to 7:00PM Rifle and Trap Range

Sunday- 12:00PM to 7:00PM Rifle and Trap Range

Shooting on Thursday evening ends promptly at 10:00 PM and is never allowed to exceed that time limit.

Additional hours of operation include several weekends a year when we use the range for competition shooting, which include hosting the Pacific International Trap Shooting Association registered events, Sporting Clays competition, Continental competition shooting, Turkey shoots and various Rifle and Handgun events.

The hours of operation for these events are- Fridays till 10:00PM, and Saturday and Sunday from 8:00AM to 10:00PM. However, in reality shooting stops earlier in the evening and is completed by 6:00PM on Sundays.

We currently have about 600 members.

Our grounds are kept in "Park Like" conditions by our full time caretaker (who lives on the premises) and several club members.

For additional information, please contact any of the following people.

President- Doug Tenzler, Treasurer- Ben Pearson, Past President- Dan Koch - 858-9023

TESTIMONY REGARDING NOISE / CITY COUNSEL MEETING 11-13-01  
RE: AVALON WOODS NOISE COMPLAINTS

ACROSS THE NATION, THERE ARE NUMEROUS INSTANCES OF LOCAL RIFLE AND PISTOL CLUBS, ROD AND GUN CLUBS, AND HUNTING AND FISHING CLUBS, THAT HAVE OUTDOOR SHOOTING FACILITIES NOW COMING UNDER ATTACK FROM BUILDERS AND NEW HOME OWNERS OR RENTERS MOVING INTO AN AREA. IN PARTICULAR, NEW HOME OWNERS AND RENTERS COMPLAIN BITTERLY OF NOISE CLAIMING THEY DID NOT KNOW OF THE EXISTENCE OF THE CLUB'S SHOOTING PROGRAMS PRIOR TO THE TIME THEY BOUGHT THEIR PROPERTY. AT THE CONCLUSION OF MY TESTIMONY, I'LL BRING TO YOU ATTENTION THE ROLES COMMUNITY GOVERNMENT CAN PLAY BY BECOMING PROACTIVE AND COACTIVE THROUGH THE DEVELOPMENT OF TECHNIQUES THAT DEAL WITH NOISE IN LAND USE ISSUES.

NOISE IS A FORM OF ENERGY, BUT THE EXACT DEFINITION HAS NOT ALWAYS BEEN AGREED ON. NOISE IS DEFINED BY SOME AS A UNIVERSAL IRRITANT – IT IS SOMETHING YOU DON'T WANT TO HEAR – BUT SUCH A DEFINITION IS FAR FROM THE KIND OF OBJECTIVE STANDARD SCIENTISTS NORMALLY USE TO CONDUCT INVESTIGATIONS. THERE IS SERIOUS QUESTION AS TO WHETHER NOISE PER SE IS A HEALTH HAZARD, AT LEAST AT THE LEVELS UNDER DISCUSSIONS HERE CONCERNING SOUNDS FROM SHOOTING RANGES ENTERING COMMUNITY RECEPTOR ZONES. THE STUDY OF NOISE WITH RESPECT TO HUMAN PHYSIOLOGICAL RESPONSES, I.E., ALTERATIONS IN HEARTBEAT AND BLOOD PRESSURE, THE ONSET OF FLUSHING AND PERSPIRATION, AND CHANGES IN MOOD, INVOLVES EXTREMELY COMPLEX RESEARCH. TO RELY ON ANY REPORT STATING NOISE IS A HEALTH HAZARD, ONE HAS TO APPRECIATE THE DIFFICULTIES ASSOCIATED WITH SUCH STUDIES AND HAVE THE ABILITY TO LOOK VERY CAREFULLY AT THE METHODOLOGIES USED AND THE RESULTS OBTAINED.

THE SHOOTING SPORTS ALONE, AND OTHER FORMS OF RECREATION, ARE NOT NECESSARILY THE ONLY ACTIVITIES OBJECTED TO, IT IS NOISE IN GENERAL. AMERICANS TRAVEL FROM CRADLE TO GRAVE BOMBARDED BY SOUNDS OF MACHINES THAT MAKE THEIR LIVES THE ENVY OF MUCH OF THE REST OF THE WORLD. IN THE HOME THERE ARE DISHWASHERS, VACUUM CLEANERS, HAIR DRYERS, GARBAGE DISPOSALS, STEREOS, RADIOS AND TV'S.

IN THE OFFICE THERE IS THE INCESSANT CHATTER OF THE COMPUTER, TELEPHONE, PRINTER, PENCIL SHARPENERS, ETC.

OUTSIDE, PERSONS ARE SUBJECT TO SIRENS, TRAFFIC PATTERNS, OVERHEAD AIRCRAFT, HORNS, JACKHAMMERS, CHILDREN PLAYING, DOGS BARKING, POWER MOWERS, CHAIN SAWS, ETC. IT IS ALL KNOWN AS NOISE POLLUTION.

IT CAN READILY BE SEEN THAT MOST DAY-TO-DAY ACTIVITIES EMIT NOISE. RESIDENTS SHOULD BE WARY OF ANY LEGISLATION TAKEN AGAINST RECREATIONAL SHOOTING PROGRAMS BECAUSE THE SAME STANDARDS AND LANGUAGE MIGHT BE USED IN SUBSEQUENT PROSECUTION OF LITIGATION AGAINST THEM FOR REASONS NOT UNDER DISCUSSION AT THIS TIME.

BASICALLY, THERE ARE THREE CATEGORIES OF NOISE WE ARE EXPOSED TO. I WILL BRIEFLY DESCRIBE EACH AS I UNDERSTAND THEM.

THE FIRST IS WHAT IS KNOWN AS THE HAZARDOUS LEVEL OF NOISE. THIS IS USUALLY INDUSTRIAL IN NATURE AND QUANTITATIVELY EXCEEDS 100 DECIBELS. NOISE AT THE 100 DECIBEL LEVEL IS BOTHERSOME AND OVER A LONG PERIOD OF TIME IS LIKELY TO CAUSE HEARING LOSS FOR SOME, BUT NOT ALL. AT THE 140 DECIBEL LEVEL, SOUND BEGINS TO CAUSE PAIN. GENERALLY SPEAKING HOWEVER, NEITHER THE SHOOTING SPORTS NOR OTHER FORMS OF RECREATION EMIT THESE LEVELS OF NOISE INTO RECEPTOR ZONES. IT IS DOUBTFUL COMMUNITIES ARE EXPOSED TO THESE LEVELS, EXCEPT POSSIBLY IN THE WORK PLACE, OR PERHAPS WHEN LISTENING TO LOUD MUSIC, WHICH OFTEN CROSSES A THRESHOLD OF 150 DECIBELS. IN THESE LATTER INSTANCES, PRECAUTIONS ARE OFTEN VOLUNTARILY UNDERTAKEN TO PROTECT THE WORKER OR THE LISTENER FROM EXCESSES.

A SECOND CATEGORY, IS DEFINED AS A NUISANCE LEVEL AND IS CONSIDERED ANNOYING. THIS IS A QUANTITATIVE LEVEL OF NOISE USUALLY MEASURED AT DECIBEL LEVELS OF 80 OR ABOVE. ACCORDING TO RESEARCHERS, THERE ARE ABOUT EIGHT MILLION PRODUCTION WORKERS IN THE UNITED STATES EXPOSED TO THE 80 TO 85 DECIBEL NOISE LEVEL ON AN EIGHT-HOUR DAY-TO-DAY BASIS. OF THESE, APPROXIMATELY 20% EXPERIENCE SOME HEARING LOSS. HOWEVER, THERE IS NO SCIENTIFIC EVIDENCE THAT NEIGHBORS SUBJECTED TO SHOOTING NOISE ALONE AT THIS LEVEL HAVE EXPERIENCED HEARING LOSS. HEAVY DUTY TRUCKS, LOUD RADIOS, BLARING JUKEBOXES, NOISY MUFFLERS, AND POWER LAWN MOWERS EMIT NOISES AT THIS LEVEL AND MIGHT BE OF GREATER CONCERN REGARDING THEIR BEING A CONTRIBUTORY FACTOR TOWARD HEARING LOSS. A NUISANCE LEVEL OF NOISE IS OFTEN DETERMINED AS NOISE THAT INTERFERES WITH SLEEP, LISTENING TO THE RADIO OR TELEVISION, OR ENJOYING ONES OWN PROPERTY. HOWEVER, IT IS USUALLY DECLARED TO BE A NUISANCE ONLY WHEN IT TAKES PLACE BETWEEN 11:00 PM AND 6:00 OR 7:00 AM THE

NEXT MORNING. WHAT HAPPENS HOWEVER, IS THAT THE STANDARDS ASSOCIATED WITH NUISANCE LEVELS, EVEN THOUGH THEY ARE NIGHTTIME DEFINITIONS, ARE OFTEN TIMES ATTEMPTED TO BE APPLIED TO ACTIVITIES THAT DO NOT EXCEED LEVELS AND DO NOT TAKE PLACE DURING RESTRICTED NIGHTTIME HOURS.

THE LEVEL OF NOISE THAT COMES TO THE FOREFRONT MOST OFTEN IS THE OBJECTIONABLE LEVEL. IT IS NOT ALWAYS QUANTIFIABLE, BUT SOME EXPERTS CLASSIFY 60 DECIBELS AS BEING INTRUSIVE AND THUS, OBJECTIONABLE. ALTHOUGH NOT ALWAYS QUANTIFIABLE, IT IS NOISE IDENTIFIED AS UNWANTED, PERVASIVE, UNPREDICTABLE, AND UNCONTROLLABLE. ALTHOUGH COMPLAINANTS ARE WILLING TO ACCEPT MANY AMBIENT NOISE LEVELS, AND SOME EXCESSES THERETO IN THEIR COMMUNITY, THERE ARE OTHER NOISES DEEMED TO BE OBJECTIONABLE. THE NOISE FROM SHOOTING FOR SOME IS ONE SOURCE OF SUCH OBJECTION. FOR OTHERS IT MIGHT BE A DRIPPING WATER FAUCET, A DISTANT BARKING DOG, THE SOUND OF A HORN, THE THUMPING OF A WHIRLING FAN OR AIR CONDITIONER OUT OF BALANCE, OR EVEN ORDINARY CONVERSATION. IT IS SUBJECTIVE IN NATURE AND IN REALITY, ALMOST IMPOSSIBLE TO ADDRESS. IN SEEKING RESOLUTION, WE OFTEN TRY TO DO SOMETHING "FOR" ONE GROUP'S INTERESTS AND CONCURRENTLY DO SOMETHING "TO" ANOTHER GROUP'S INTERESTS. THERE THEN COMES INTO PLAY A BALANCING OF INTEREST PROBLEM FOR THOSE WHO MUST MAKE DECISIONS THAT HAVE AN EFFECT ON OTHERS.

SHOOTING DOES PRODUCE NOISE, BUT SO DOES THE HIGH SCHOOL BAND AND ALMOST EVERY OTHER FORM OF RECREATION IN COMMUNITIES. THIS IS WHY MOST WELL THOUGHT OUT NOISE STATUTES EXEMPT NOISE EMITTED FROM RECREATION THAT PASSES THROUGH THE ATMOSPHERE TO RECEPTOR ZONES. WITHOUT SUCH A REALIZATION FOR EXEMPTION, THE SHOOTING SPORTS AND OTHER RECREATIONAL PURSUITS WOULD BE DEFENSELESS AGAINST. THE ACCUSATIONS OF THOSE WHO DON'T LIKE WHAT THEY HEAR.

I MENTIONED A BALANCING OF INTERESTS PROBLEM. TO DO THIS, ONE HAS TO OBJECTIVELY DETERMINE WHAT SERVICES THE NOISE EMITTING ACTIVITY OTHERWISE DELIVERS TO THE COMMUNITY. IN THE CASE OF A SHOOTING CLUB, IT PROVIDES A SAFE PLACE TO SHOOT. ELIMINATION OF A CLUB AND ITS RANGES AS A SEPARATE ENTITY DOES NOT MEAN THE END OF RECREATIONAL SHOOTING. IT MIGHT ONLY MEAN THE END OF A SAFE PLACE TO SHOOT RECREATIONALLY. SHOOTING CLUBS DELIVER OTHER VALUABLE SERVICES TO THE COMMUNITY, WHICH IF NO LONGER AVAILABLE MIGHT REQUIRE RESIDENTS TO SEEK THEM ELSEWHERE. EXAMPLES THAT IMMEDIATELY COME TO MIND ARE PARTICIPATION IN THE STATE'S MANDATED HUNTER SAFETY TRAINING PROGRAM; THE AVAILABILITY OF EDUCATION AND TRAINING FOR NON-

CLUB MEMBERS IN THE SAFE AND RESPONSIBLE HANDLING OF FIREARMS UNDER ALL CONDITIONS; POLICE TRAINING THAT IS NOT AVAILABLE MIGHT FORCE LOCAL POLICE TO SEEK FACILITIES ELSEWHERE THUS INCURRING COSTS OF OVERTIME, TRAVEL, PER DIEM, LOSS OF A PATROL VEHICLE, ETC. ADDITIONALLY, SHOOTING CLUBS HAVE DONE OTHER THINGS THAT BENEFIT COMMUNITIES. AT THE GIG HARBOR SPORTSMAN'S CLUB THEY ARE - THE GIG HARBOR POLICE, PIERCE COUNTY SHERIFF DEPARTMENT, WASHINGTON STATE PATROL, WOMEN'S CORRECTIONS CENTER GUARDS, THE COAST GUARD FROM PORT ANGELES AND SEATTLE, THE RUSTON POLICE DEPARTMENT, THE PENINSULA HIGH SCHOOL TRAP TEAM, BOY SCOUTS OF AMERICA, 4-H, DUCKS UNLIMITED, PHEASANTS FOREVER, PROVIDE COMMUNITY SERVICE WORK FOR PIERCE COUNTY DISTRICT COURT #2, PROVIDE SCHOLARSHIP FUNDING TO BOTH HIGH SCHOOLS IN THE AREA ANNUALLY, PROVIDE FINANCIAL SUPPORT TO THE LEUKEMIA FOUNDATION, LADIES HANDGUN SAFETY COURSE, HUNTER SAFETY EDUCATION, AND MANY MORE.

FOR A MUNICIPALITY TO TAKE RESTRICTIVE ACTION AGAINST SHOOTING CLUBS, OR OTHER RECREATIONAL ACTIVITIES THAT HERETOFORE EXISTED, BASED SOLELY ON THE COMPLAINTS OF NEW RESIDENTS SEEMS UNFAIR. SHOULD NOT SUCH COMPLAINTS HAVE BEEN ANTICIPATED BY THE BUILDERS OR DEVELOPERS? SHOULD NOT THOSE WHO PURCHASED THE PROPERTIES HAVE MADE PRIOR INQUIRY AS TO ANY CONDITIONS OF THE COMMUNITY THAT MIGHT LATER PROVE TO BE OBJECTIONABLE TO THEM? EQUALLY IMPORTANT, SHOULD NOT LOCAL GOVERNMENT ITSELF HAVE FORESEEN THE PROBLEMS AND TAKEN STEPS TO ELIMINATE CONFLICT?

TO PREVENT FUTURE OCCURRENCES OF THIS NATURE, AND TO RESOLVE THIS ONE, PERHAPS WE SHOULD CONSIDER SOME MEANS OF HAVING BUILDERS AND DEVELOPERS ENTER INTO VOLUNTARY EASEMENTS, COVENANTS, OR AGREEMENTS, WITH SHOOTING CLUBS WHERE IT IS CLEARLY STATED THAT AN UNDERSTANDING OF THE SHOOTING CLUB/S EXISTENCE IS KNOWN AND THAT SUCH INFORMATION IS ON FILE, RUNS WITH THE LAND, AND IN ALL SUBSEQUENT TRANSACTIONS INVOLVING THE PROPERTY CAN BE DISCOVERED. THERE ARE ANY NUMBER OF MECHANISMS THAT CAN BE EXERCISED SO THAT OUR NEW RESIDENTS KNOW IN ADVANCE THE CULTURE AND INTEREST OF THE ALREADY EXISTING COMMUNITY AS WELL AS THE KNOWN EXISTING NOISE LEVELS.

I SUGGEST TO YOU THE BURNED OF RESPONSIBILITY IS ON THE BUILDER, DEVELOPER, OR BUYER TO FIND OUT IN ADVANCE OF THEIR BUILDING, DEVELOPMENT, OR PURCHASE AS TO WHAT IS NEARBY THAT MIGHT LATER PROVE TO BE OBJECTIONABLE.

LIKEWISE, COMMUNITY GOVERNMENT CAN HELP THROUGH IMPLEMENTATION OF TECHNIQUES THAT DEAL WITH RECREATIONAL SHOOTING NOISE IN LAND USE PLANNING. I INDICATED EARLIER I WOULD BRING TO YOUR ATTENTION THE ROLE COMMUNITY GOVERNMENT CAN PLAY IN ELIMINATING CONFLICTS. ACCORDINGLY, I SUGGEST YOU BECOME BOTH PROACTIVE AND COACTIVE BY DEVELOPING TECHNIQUES THAT DEAL WITH NOISE OF THIS TYPE IN THIS LAND USE ISSUE AND THOSE THAT MIGHT FOLLOW.

#### I. INCREASING PUBLIC AWARENESS

TECHNIQUE: CITIZEN EDUCATION

COMMENTS: CAN BE AN IMPORTANT FACTOR IN DETERMINING THE POSITIVE, OR NEGATIVE, MARKETABILITY OF HOMES AND OTHER LAND USES. CAN HAVE A DIRECT EFFECT ON DEVELOPERS AND BUILDERS. USE IN COMBINATION WITH OTHER ACTIONS MENTIONED IN THE COMMENTS BELOW.

TECHNIQUE: PRIOR NOTICE OF SHOOTING NOISE AND OTHER NOISE LEVELS TO RENTERS AND PURCHASERS.

COMMENTS: NOISE DISCLOSURE CAN BE REQUIRED BY LOCAL ORDINANCE. ENABLES RENTERS AND PURCHASERS TO CHOOSE ENVIRONMENT WITH FULL INFORMATION. SHOULD REDUCE OR ELIMINATE SUBSEQUENT COMPLAINTS OR DAMAGE CLAIMS AGAINST SHOOTING CLUBS, OTHER NOISE SOURCES AS APPROPRIATE, DEVELOPERS, AND/OR THE MUNICIPALITY.

#### II. COORDINATION

TECHNIQUE: ENVIRONMENTAL ASSESSMENT PROCESS.

COMMENTS: INDIRECT CONTROL. INCREASE AWARENESS OF NOISE. SHOULD DISCOURAGE INAPPROPRIATE PROJECTS. MECHANISM TO PROPOSE MITIGATION MEASURES.

#### III. INCORPORATING NOISE ISSUES INTO COMPREHENSIVE PLANNING PROCESS.

TECHNIQUE: INCORPORATING NOISE ISSUES INTO COMPREHENSIVE PLANNING PROCESS.

COMMENTS: WORKS BEST WHEN NOISE IS CONSIDERED A BASIC SUITABILITY FACTOR ALONG WITH OTHERS SUCH AS SLOPE, SOILS



CONDITION, ETC. SHOULD BE ADDRESSED IN ALL TYPES OF PLANS.  
SHOULD REQUIRE ENABLING LEGISLATION.

## **Avalon Woods Concerned Homeowners Report**

**Subject:**

**Gig Harbor Sportsman Club and Stray Bullets**

**Prepared by:**

**Dave Odell, Mark Schaefer, Mike Sugg**

**November 13, 2001**

**Key Points to be addressed**

1. Public Safety
2. Hours of Operation
3. Noise Restrictions
4. Environmental Concerns due to lead shot contamination in the ground and water
5. Examples of responsible gun club management
6. Recommended management plan

**To:** Gig Harbor City Council and Staff

**From:** Concerned Homeowners of Avalon Woods

**Subject:** Gig Harbor Sportsman Club Safety and Environmental Issues

**Date:** November 13, 2001

**Problem Statement:**

On August 30, 2001, Jim Good of 9916 41<sup>st</sup> Ave NW in Avalon Woods, Gig Harbor experienced a potentially fatal incident. While working in his back yard he heard a bullet go past his head and impact the wall of his house. The bullet was recovered by the police and was later determined to have come from either of 2 firing stations at the Gig Harbor Sportsman Club (GHSC) located at 9721 Burnham Drive Gig Harbor, WA 98332. During the investigation it was determined the bullet was a shotgun slug. The use of this type of ammunition is a violation of the gun clubs safety rules due to the danger it poses. During the police investigation it was also discovered the property is not completely fenced and that it is possible for someone or their pet to inadvertently walk onto the shooting range adding yet another level of risk to the community and negatively impacting its livability.

This incident illustrates that there is a real danger to Avalon Woods and the surrounding neighborhoods. Due to the safety deficiencies in gun management at the range and the lack of protective barriers, residents are in real danger while sitting on their decks, working in their yards or even while inside their own homes. This issue goes way beyond just impacting the quality of life in our community. Avalon Woods does not stand alone, as we have received statements of concern from residents of both Gig Harbor North and Canterwood regarding these issues.

Issues regarding the gun club have been raised publicly as far back as 1994. Thomas Haxton of Olalla, who is a member of the GHSC, stated some of the more serious allegations on August 9, 2000. He states in a letter to the editor that "9mm rounds have been found outside the rifle/pistol ranges" and "there are many bullet holes in trees and that bark was missing" behind the rifle/pistol range. These are only a few of the documented issues he cites. During our investigations we also noted that the shotgun range allows lead shot to drop into a stream. This is a violation of EPA lead management practices.

The recent shooting incident in Avalon Woods has brought to the forefront the need to have the city step in and regulate the Gig Harbor Sportsman Club. We feel resolving the longstanding issues of safety, noise levels, hours of operation and environmental protection will improve the quality of life for all concerned. We must remember that the safety of individuals must always be the overriding concern and that this situation warrants prompt attention by the City Council.

We look forward to working with the City Council and Staff until these issues are resolved.

**Overview of Events Pertaining to the August 30, 2001 Shooting Incident:**

1. August 30<sup>th</sup>. Shooting incident occurred & Gig Harbor Police Department is notified.
2. August 31<sup>st</sup> thru September 30<sup>th</sup>. All Avalon Woods homeowners notified of Aug 30<sup>th</sup> shooting incident. Numerous homeowners contact the Police Department for updates on police investigation. Committee formed to take action on behalf of Avalon Woods homeowners.
3. October 1<sup>st</sup>. Avalon Woods Home Owners Association notifies Mayor, City Council and City staff in writing about Aug. 30<sup>th</sup> shooting incident. In this letter Avalon Woods residents address the incident as a life safety issue.
4. October 8<sup>th</sup>. Avalon Woods Residents voice their concern at City Council meeting. At this time Dick Dadisman recommends that the City shut down the gun club or a portion of the club until the police investigation is completed.
5. October 22<sup>nd</sup>. Avalon Woods residents voice their concerns at City Council meeting about gun club noise and life safety issues. At this time
6. Gig Harbor Police Chief, Mitch Barker, informs Council that police / state ballistics investigation should be completed within two weeks.
7. October 31<sup>st</sup>. Gateway reports that state ballistics investigation should be completed by mid December.

**Since our first meeting with the City Council the following items have been identified by the members of this committee:**

1. The police / ballistics investigation is going on its 73<sup>rd</sup> day.
2. During this period the Gig Harbor Sportsman Club has been operating on a full time basis.
3. In 1947 when the Gig Harbor Sportsman Club incorporated the population of Gig Harbor was 770. The population of Gig Harbor in year 2000 was 6575. See attached population history taken from the Gig Harbor web page.
4. Gun rounds escape the Sportsman Club. See attached Gateway editorial dated August 9, 2000, written by Thomas Haxton a member of the Gig Harbor Sportsman Club.
5. The City of Gig Harbor has no ordinances pertaining to the operation of the Gig Harbor Sportsman Club.
6. There are no state, county or city safety ordinances that pertain to the Gig Harbor Sportsman Club.
7. The Gig Harbor Sportsman Club is not covered under the City of Gig Harbor noise ordinance. See attached Gig Harbor ordinance 9.34.020 Disturbance of the peace.
8. Mark Hoppen has informed several members of this committee that he intends to revise the city noise ordinance as it relates to residential areas that are bordered by commercial properties. This revision will not address the noise from the gun range.
9. The Gig Harbor Sportsman Club is located in an area zoned R1 but operates as existing/ nonconforming.
10. It is our understanding that the Gig Harbor Sportsman Club has a business license thus it falls under the regulations of the Gig Harbor Business & Licenses Ordinance 5.01. Under section 5.01.130 of this ordinance a business license will be revoked or suspended if the continued conduct of the business for which the

- license was issued has or will result in a danger to the health, safety or welfare of the public. See attached ordinance.
11. The Gig Harbor Sportsman Club does not have a written policy for its operation. Per the NRA Range Manual such a policy is needed to define and regulate all operations of a gun range.
  12. Per the NRA Range Manual any residential community within ½ mile of an outdoor gun range will be within the range of gun noise generated from that range. Thus gun ranges in this situation should be prepared to make the proper noise abatement changes.
  13. Per the NRA Range Manual certain types of gun ammunition being used at the Sportsman Club, if not contained within the confines of the range, will travel into surrounding Gig Harbor residential neighborhoods. See attached NRA ballistic specifications.
  14. The Gig Harbor Sportsman Club is not completely fenced off. Fencing serves several functions, it defines the boundaries of the gun club, acts as a barrier to keep the public a safe distance from range fire and keeps trespassers from using the gun range illegally.
  15. There may be lead contamination issues as they relate to the Resource Conservation & Recovery Act and The Clean Water Act.
    - a. See attachment EPA-902-F-00-001
  16. City of Redmond is in the process of adopting an ordinance that regulates shooting facilities as part of their licensing regulations.
    - a. See attached draft of Redmond Ordinance 5.80.
  17. State of Texas has established an Act "relating to construction and operation of outdoor shooting ranges; providing penalties".
    - a. See attachment: Texas HB 2169 dated 10/27/01

**Objective:**

The goal of the Avalon Woods homeowners and associated members is to create a safe, quiet and environmentally sound gun range that is a good neighbor. We plan to do this by working with the city council, other citizens and business owners to establish sound policies and procedures.

**Recommendations:**

Due to the serious safety issues being raised it is our belief that the following actions be taken:

1. Immediately shut down the GHSC until all safety issues are addressed and in place.
2. Require the GHSC to pay for a consultant that is designated by the city to examine the gun range for compliance to NRA and EPA standards.
3. Require lead shot recovery if it cannot be verified to have been performed in the last 5 years.
4. Use the Redmond, Washington Ordinance and Texas House Bill 2169 as a framework to establish a city ordinance that will provide regulatory oversight of the GHSC.
5. Establish a Gig Harbor Shooting Range Ordinance and require compliance to the ordinance prior to the reopening of the GHSC.

**Attachments:**

1. August 9, 2000 letter to the editor of the Gateway by Thomas Haxton Olalla, WA. Titled: *Safety of pistol and rifle range questioned*
2. EPA document EPA-902-F-00-001. Titled: *Do You Use Best Management Practices for Lead at Your Shooting Range?*
3. Page numbered I-1-9 showing a list of calculated ranges (distance) for various caliber bullets. Titled: *Chart A. Calculated maximum ranges (sharp point assumed)*
4. Page numbered I-1-10 showing a list of calculated ranges (distance) for lead shot and discusses other pertinent items. Titled: *Chart B. Calculated maximum ranges*
5. Section 9.34.020 Disturbance of the Peace – Penalty (1 page) Titled: *Title 9 PUBLIC PEACE MORALS AND WELFARE Chapter 9.34 CRIMES RELATING TO PUBLIC PEACE*
6. Gig Harbor Business Regulations (4 pages) Titled: *title 5 BUSINESS LICENSES AND REGULATIONS*
7. Page showing Gig Harbor population growth from 1946-2000. Titled: *Gig Harbor Washington Area Statistics as of 8-08-00*
8. Page with a list of recommended changes to the Redmond ordinance. Titled: *Proposed Changes and Clarifications to the Redmond Ordinance and Texas Bill 2169.*
9. Proposed Redmond Washington Ordinance for the regulation of shooting ranges (15 pages). Titled: *Chapter 5.80 Shooting Sports Facilities*
10. State of Texas House Bill 2169 (6 pages) Titled: *A BILL ENTITLED AS ACT relating to construction and operation of outdoor shooting ranges; providing penalties*

**Other notes / points**

Gig Harbor Sportsman Club  
9721 Burnham Drive  
Gig Harbor, WA 98332

**Posted Hours of Operation (Hours of operation are routinely violated)**

Monday	Closed (Police use)
Tuesday	Closed for other designated group/use
Wednesday	10-6
Thursday	4-8 and Trap 6:30-10
Friday	2-6
Saturday	10-6
Sunday	12-4 and Trap 12-4

## LETTERS

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from page 4A

them ignorant of how many of us intend to consolidate trips, compress errands, ride busses, pool rides, use the ferries, shop in Kitsap, detour to Olympia, sell their homes and move, or otherwise boycott the DOT's potential WHPS-over-Water.

And what will happen to the state's credit rating — again — when the new Galloping Gertie encounters the hurricane of user resistance and topples financially into the drink.

**Hank Searls**  
Gig Harbor

### Mess of 520 bridge example of future

Wow! Holy Bridge Blunder Batman!

But there they were: our state's governor himself and his all-powerful secretary of transportation. Standing there in overpowering awesome amazement, looking at that poor concrete upright piling on the 520 Bridge.

Expressing dismay, disbelief and contempt for the outrageous incident responsible for all the inconvenience, hardship, loss and imposing change to individual lifestyle and work-related activities over the next couple of months.

But wait Batman. If such a minor bridge incident can generate that much political outpouring of support and accommodation to guarantee such a quick repair and restoration of unsnarling this bridge traffic mess, just think of the huge political support Gig Harbor and the surrounding communities are going to get when these two powerful politicians "discover" our bridge problem (and mess)!

**Lowell Haugen**  
Gig Harbor

### Presidential election needs to bring change

The names bantered around by the Republican hopefuls: Bush, Cheney and Powell seem to ring a bell. Two of the three, Cheney and Powell did help the young Bush's father as heroes in the war for oil and at the cost of many lives. I'm guessing they want to finish the job, some 10-years later.

With the passing of time, can this group ever right what hasn't been really justified? Will the voters let the same club back into power to continue where they left off?

When speaking of change, many of us mean real change not a return back to the last administration. It might mean "Back to the Future!" What a frightening thought! Each and every one of the above should never be allowed to put their hands on a doorknob that allow them to enter a high-elected political office.

**Walt DeMucha**  
Gig Harbor

### Safety of pistol and rifle range questioned

I have some concerns in regards to the Gig Harbor Sportsman Club's (GHSC) planned move into my Olalla neighborhood.

Originally, my concerns were fairly obvious. Noise pollution and property depreciation. But, after just a little investigation, my concern has turned primarily to safety.

I am a member of the Gig Harbor Sportsman Club. On June 20, I attended the monthly board meeting at the GHSC. One of the discussion points was in regards to rounds getting out of the rifle/pistol range.

Dan Koch, the president, found 9 mm rounds outside the rifle/pistol range. He questioned if anyone knew anything about this. The

response came from a couple of board members, who explained it was a group that comes in to use the range.

This group provides their own range officers. The board discussed having constant problems with this group for more than a year. This was not the first time their rounds have escaped the confines of the rifle/pistol range.

On July 18, I attended the board meeting. Again, the issue of this group came up. This time, more rounds were escaping out of the rifle/pistol range. And most disturbing, an account of one board member where this group was firing buckshot from shotguns at human height targets toward the south and the city of Gig Harbor. There are no berms or buffers in this direction to stop this shot.

It was said, they shot off 12 rounds before they were stopped. The instructor for the hunter safety classes spoke up and alerted the board members to the fact that buckshot rounds can travel more than 5,000 feet. That is nearly a mile. Which puts the buckshot right in downtown Gig Harbor. One round getting out is too many. How can this be happening?

Need further proof bullets are escaping? Walk behind the rifle/pistol range. Focus in the direction shots are fired. There are many bullet holes in the trees and bark missing. Where are the bullets going that do not hit the trees? Keep in mind, a rifle bullet can travel over 3 miles.

With this lack of concern for safety coming out of the current GHSC leadership, I will do everything in my power to keep them out of my neighborhood.

Should the residents of Gig Harbor be concerned? YES!

**Thomas Haxton**  
Olalla

## MEETINGS

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WEDNESDAY, AUG. 9

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#### Eastern Star Wacanda Chapter #217

7:30 p.m. Gig Harbor Masonic Lodge, 3025 96th Street N.W. For more information, call 858-3126.

#### Kopacuck Ridge Estates Water District

7 p.m. Arletta fire station.

#### Gig Harbor Republican Women

11 a.m. Third Wednesday of the month, Inn at Gig Harbor. Call Carol Cain for details 851-3603.

#### Kiwanis

7 a.m. Every Wednesday, Madrona Links Golf Course.

#### Overeaters Anonymous

7:30 p.m. Every Wednesday, St. Nicholas Catholic Church, 3510 Rosedale St., R. 3, Gig Harbor. No dues or fees. Information, call Marianne at 572-8254.

#### Take Off Pounds Sensibly - Weight Loss Support Group, Gig Harbor Chapter 1350

6 p.m. Every Wednesday, St. Nicholas Catholic Church, 3510 Rosedale St., Gig Harbor. Call 857-3075 for details.

#### Pierce County Fire District 16 Board of Commissioners

7 p.m. Second Wednesday of the month and at 4 p.m. the second Monday after the second Wednesday meeting, Key Center Fire Station. Information: 884-2222.

#### Peninsula Power Partners

7:15 a.m. The second and fourth Wednesdays of the month, V's Doll Factory, 2709 John Ave., Suite H2. Information, call Linda Reid at 851-4606.

THURSDAY, AUG. 10

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#### Gig Harbor Breast Cancer Support Group

10 a.m. Third Thursday of the month, Harbor Health and Wellness Center, 3308 Uddenberg Lane. For more information, call 857-5802.

#### Gig Harbor Lions Club

11:45 a.m. Every second and fourth Thursday of the month, Inn at Gig Harbor. Information: 858-8371.

#### La Leche League of Gig Harbor

10:30 a.m. Every third Thursday, Harbor Health and Wellness Center, 3308 Uddenburg Lane, Suite B. Call: Lynne at 884-9434 or Kathleen at 687-3516.

#### Port of Tacoma Commission

4 p.m. World Trade Center, Room 104, 3600 Port of Tacoma Road.

#### Peninsula Park and Recreation District Board of Directors

7 p.m. Locations vary. Details Jeff Wilbert, 857-7150.

#### Key Peninsula-Gig Harbor-Islands Watershed Committee

6:30 p.m. Every third Thursday of the month, Peninsula Light Business Office, 13315 Goodnough Drive N.W., Purdy. Information, call 798-6156.

#### Public Affairs Forum

7:30 a.m. Madrona Links Golf Course, sponsored by the Gig Harbor - Peninsula Area Chamber of Commerce.

#### Union City Lodge #27

7:30 p.m. Every second Thursday of the month. Masonic Temple, N. 19341 Hwy. 101, Valley Junction. Information: 360-898-4023.



does the range need to obtain a RCRA generator number (i.e., the range is not a hazardous waste "generator"), provided that the leadshot is recycled or re-used. The transporter does not need to have a RCRA I.D. number. However, ranges should retain records of shipments of lead from the range, and the facilities to which they were sent, in order to demonstrate that the lead was recycled.

- Sections 7002 and 7003 of the RCRA statute allow the USEPA, states or citizens, using a civil lawsuit, to compel cleanup of "solid waste" (e.g., leadshot) posing actual or potential imminent and substantial endangerment. Such action can be sought whether the range is in operation or closed, and is based solely on a determination that real or potential harm is being posed by the range to public health and/or the environment. Since the risk of lead migrating increases with time, ranges that have not removed leadshot are more likely candidates for government action or citizen lawsuits under RCRA Section 7003. Therefore, ranges are advised to maintain a schedule of regular lead removal.

#### Benefits of Lead Management

Lead removal and implementation of other BMPs will allow the range to: minimize contamination of the range and potential impacts to human health and the environment; reduce liability with regard to potential agency or citizen lawsuits; possibly benefit economically from the recycling of lead; enhance its role as a good steward of the environment; and increase customer satisfaction.

#### Want More Information?

For a copy of the USEPA *Best Management Practices for Lead at Outdoor Shooting Ranges*, please complete the information below and fax or mail to:

Leadshot Coordinator  
RCRA Compliance Branch  
U.S. Environmental Protection Agency  
Region 2  
290 Broadway - 22nd Fl.  
New York, NY 10007-1866  
Fax: (212)637-4949  
E-Mail: Leadshot.Region2@epa.gov

The manual will also be placed on the world wide web at [www.epa.gov/region2/waste/leadshot](http://www.epa.gov/region2/waste/leadshot).

Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone: \_\_\_\_\_



United States Environmental  
Protection Agency - Region 2  
EPA-902-F-00-001

## Do You Use Best Management Practices for Lead at Your Outdoor Shooting Range?



Cover photo by: Mr. Jack Hoyt

## **What is a Best Management Practice and How Does It Apply to Shooting Ranges?**

A Best Management Practice (BMP) is usually based on an approach or technology that has been shown to work and to be effective for the purpose intended. The United States Environmental Protection Agency (EPA) uses BMPs to specify standards of practice where a regulation may not be descriptive enough to do so. A BMP should also be as inexpensive as possible and the equipment or technology should be readily available. A BMP may be adopted based on a survey of practices (shooting ranges in this case) that have had successful experiences with an approach or technology.

BMPs for outdoor shooting ranges are actions that range owners/operators can take to minimize the impact of lead on the environment. Lead at outdoor shooting ranges may pose, in certain situations, a threat to the environment if BMPs, including reclamation and recycling, are not implemented in a timely manner.

## **What is the EPA *Best Management Practices for Lead at Outdoor Shooting Ranges* manual?**

The *Best Management Practices for Lead at Outdoor Shooting Ranges* manual provides owners and operators of outdoor rifle, pistol, trap, skeet and sporting clay ranges with information on lead management at their ranges. The manual explains how environmental laws are applicable to lead management and presents successful BMPs available to the shooting range community. These practices have been proven to effectively reduce lead contamination. Since each range is unique in both the type of shooting activity and its environmental

setting, site-specific solutions are not provided in the manual. Rather, range owners or operators may use the manual to identify and select the most appropriate BMP(s) for a range. The manual does not address range layout or design to meet range safety or competition requirements. It is also not intended for closing ranges. Range owners/operators are directed to other comprehensive reference materials available on that subject, from the National Rifle Association of America, National Shooting Sports Foundation and other shooting associations.

Owners/operators of ranges may want to assign the implementation of this BMP Manual to a specific team or committee if possible. Delegating this responsibility to a specific team or committee helps to assure that the work gets accomplished.

The manual is organized as follows:

Chapter I provides the background on why lead is of concern to human health and the environment. It includes a discussion of how environmental laws impact shooting ranges and the importance of an integrated BMP program to manage lead;

Chapter II discusses range physical and operational characteristics to be considered when selecting a successful BMP program;

Chapter III addresses BMPs for rifle/pistol ranges, trap and skeet ranges, and sporting clay ranges. In this chapter, the manual explores possible solutions to prevent, reduce and/or remove lead contamination for each type of range;

The Appendix provides current (as of May 2000) contacts for lead reclamation and recycling companies, other sources of information on lead

management, bullet trap manufacturers and key RCRA regulatory interpretations.

## **How Is Lead Shot Regulated Under the Resource Conservation and Recovery Act (RCRA)?**

Lead shot is not considered a hazardous waste subject to RCRA at the time it is discharged from a firearm because it is used for its intended purpose. As such, a RCRA permit is not required to operate a shooting range. However, spent lead shot (or bullets) are subject to the broader definition of solid waste written by Congress and contained in the statute itself. As such, spent shot and bullets are potentially subject to RCRA statutory authority including section 7002 and 7003.

In general, the following points should serve as guidance in understanding RCRA and how it applies to your range.

- 1. The lead, if recycled, is considered a scrap metal pursuant to 40 Code of Federal Regulations (CFR) 261.6(a)(3)(ii) and is therefore exempt from RCRA regulation.**
- 2. After the removal contractor or reclaimer applies standard BMPs to separate the lead from soil, the soil may be placed back on the range without further treatment.**
- 3. The collected lead shot or bullets are excluded from RCRA regulation, and need not be manifested, nor**

\* Hatcher's Notebook is a work by Julian S. Hatcher, Major General, U.S. Army, Retired, Former Technical Editor, The American Rifleman, published by the Stackpole Co., Harrisburg, PA.

Chart A. Calculated maximum ranges (sharp point assumed.)

Bullet Caliber/Name	Bullet Style	Bullet wt. (grs)	Assumed MV. (fps)	Calculated max. range (yards)	(miles)
Pistol					
.22 Long Rifle	RN	40	1200		
.221 Rem. Fireball		50	2650	2666	1.51
.38 Special		110	1320	1800	1.02
.357 Magnum		158	1410	2366	1.34
.38 Super		130	1280	2033	1.26
9 mm Luger		124	1140	1900	1.08
.44 Rem. Mag.		240	470	2500	1.42
.45 Auto		230	945	1833	1.02
.45 Auto Rim		230	810	1633	0.93
.45 Colt		250	860	1800	1.02
Rifle					
.222 Rem		50	3200	2500	1.42
.223 Rem		55	3300	2766	1.57
.22/250 Rem		55	3810	2933	1.67
.220 Swift		48	4110	2660	1.51
.243 Win.		100	3070	4000	2.27
.243 Win.		80	3500	3500	1.99
.250 Savage		100	2820	3500	1.99
.257 Roberts		100	2900	3850	2.18
.270 Win.		130	3140	4000	2.27
.270 Win.		150	2800	4333	2.46
7mm Rem Mag		175	3070	4933	2.80
.280 Rem.		125	3140	3700	2.10
.300 H&H Mag.		180	2920	4350	2.47
.300 H&H Mag.		220	2620	4833	2.75
.308 Win.		180	2610	4166	2.37
.308 Win.		200	2450	4500	2.56
.30-06	BT	172	2600	5500	3.12
8 mm Mauser		200	2320	4000	2.27
.338 Win. Mag.		250	2700	4660	2.64
.375 H&H Mag.		270	2740	4500	2.56
.458 Win.		500	2125	4500	2.56

- 3.02.1.4 On shotgun ranges, shot fall zones are determined by the largest size shot fired on the facility. Additional yardage must be included to compensate for the displacement of shot by adverse wind conditions. For skeet, a nominal angle of 180 degrees from station eight is used. For trap 90 to 100 degrees are allowed for the wider target flights. Shot sizes for trap and skeet facilities are usually restricted to No. 7 ½ or smaller, except on a patterning range. Shotfall zones extend to 300 yards for most shotgun ranges.
- 3.02.1.5 For steel shot, the formula does not hold true. Steel has a smaller specific gravity than lead; therefore steel shot of the same diameter as lead will not travel as far.

### Chart B

Shotgun ranges according to Journee's Formula, for round lead balls. Journee', developed this formula which states the maximum range of a smooth round lead ball is roughly 2,200 times its diameter (in inches).

Shot Size (No.)	Diameter (inches)	Maximum Range (yards)
9	.08	176
8	.09	198
7 ½	.095	209
6	.11	242
4	.13	286
2	.15	330
#1 buck	.30	660
0 buck	.32	704
00 buck	.34	748

### 3.02.2 Sound Transmission

- 3.02.2.1 No set distance eliminates noise complaints entirely. However, studies conducted for the Environmental Protection Agency (EPA) indicate noise complaints are likely when inhabited dwellings exist less than one half (½) mile from the facility. Beyond that distance, the chance of generating noise complaints is reduced. There may be federal, state or local statutes, ordinances and/or regulations prohibiting, or making criminal, activities that generate noises above a certain decibel level. Besides these penal prohibitions, such activities may, pursuant to state or local law, give a party a cause of action to sue you in civil court for noise pollution, noise nuisance, etc. You are strongly advised to engage a local attorney licensed to practice law in your state to advise you in regard to these matters.

**Note:** Where it is possible to do so, build a range on government-owned land that will generally have the advantage of noise buffer areas. Available land areas can be located by contacting the local area offices of the Bureau of Land Management (BLM), National Forest Service, state wildlife agencies, and parks and recreation departments in either the state or local counties.

### 3.02.3 Range Orientation (direction)

- 3.02.3.1 After all safety and other siting requirements are satisfied, consider the compass orientation of the range. Within the constraints of safety and along with other site considerations, such as, terrain, the ideal orientation is with firing conducted from south to north. This provides the earliest and latest natural target illumination and the least interference from natural light in the shooters' eyes. However, safety takes priority over convenience.

**Title 9 PUBLIC PEACE, MORALS AND WELFARE**  
**Chapter 9.34 CRIMES RELATING TO PUBLIC PEACE**  
**9.34.020 Disturbance of the peace – Penalty.**

**9.34.020 Disturbance of the peace – Penalty.**

A. A person is guilty of disturbing the public peace if he or she intentionally engages in any conduct which tends to or does disturb the public peace.

B. The following are determined to disturb the public peace:

1. The frequent, repetitive or continuous sounding of any horn or siren, except as a warning of danger or as specifically permitted or required by law;
2. The creation of frequent, repetitive or continuous sounds in connection with the starting, operation, repair, rebuilding, or testing of any motor vehicle, motorcycle, off-highway vehicle, watercraft, or internal combustion engine within a residential district, so as to unreasonably disturb or interfere with the peace, comfort and repose of owners or possessors of real property, unless otherwise authorized by law;
3. Yelling, shouting, whistling, or other raucous noises, on or near the public streets between the hours of 11:00 p.m. and 7:00 a.m.;
4. The creation of frequent, repetitive or continuous sounds which emanate from any building, structure, apartment, or condominium, which unreasonably interfere with the peace, comfort, and repose of owners or possessors of real property, such as sounds from audio equipment, musical instruments, band sessions, or social gatherings;
5. Sound from motor vehicle sound systems, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than 50 feet from the vehicle itself;
6. Sound from audio equipment, such as tape players, radios, and compact disc players, operated at a volume so as to be audible greater than 30 feet from the source, unless it occurs within a multifamily unit such as a duplex, apartment or condominium, in which case it shall be a disturbance if it is clearly audible to a neighbor, and disturbs his/her peace as described in subsection 4 above;
7. The repetitive noise created by animals under the control of individuals within the city, such as barking, or yelping dogs, or other such noises from animals, that unreasonably disturbs or interferes with the peace, comfort and repose of owners or possessors of real property; and
8. The foregoing provisions shall not apply to regularly scheduled events such as public address systems for baseball games, authorized street dances or other authorized community sponsored events. Safety devices, fire alarms, and emergency vehicles are exempt from these provisions.

C. Disturbing the public peace is a misdemeanor. (Ord. 801 § 35, 1998; Ord. 657 § 2, 1993. Formerly 9.34.015).

**9.34.030 Privacy – Violating right of.**

The following state statutes, including all future amendments, are adopted by reference:

RCW

- 9.73.010 Divulging telegram.
- 9.73.020 Opening sealed letter.
- 9.73.030 Intercepting, recording or divulging private communication – Consent required – Exceptions.
- 9.73.040 Intercepting private communication – Court order permitting interception – Grounds for issuance – Duration – Renewal.
- 9.73.050 Admissibility of intercepted communication and evidence.
- 9.73.070 Persons and activities excepted.
- 9.73.090 Police and fire personnel exempted from 9.73.030 – 9.73.080 – Standards.
- 9.73.095 Intercepting, recording, or divulging inmate conversations – Conditions – Notice.
- 9.73.100 Recordings available to defense counsel.
- 9.73.110 Intercepting, recording or disclosing private communications – Not unlawful for building owner – Conditions.
- 9.73.120 Reports – Required, when, contents.
- 9.73.130 Recording private communications – Authorization.
- 9.73.140 Recording private conversations – Authorization – Inventory.
- 9.73.200 Intercepting, transmitting or recording conversations concerning controlled substances – Findings.
- 9.73.210 Intercepting, transmitting or recording conversations concerning controlled substances – Authorization – Monthly report – Admissibility – Destruction of information.
- 9.73.220 Judicial authorities – Availability of judge required.
- 9.73.230 Intercepting, transmitting or recording conversations concerning controlled substances – Conditions – Written reports required – Judicial review – Notice – Admissibility – Penalties.
- 9.73.240 Intercepting, transmitting, or recording conversations concerning controlled substances – Concurrent power of attorney general to investigate and prosecute.

<b>Title 5 BUSINESS LICENSES AND REGULATIONS</b>
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**Title 5  
BUSINESS LICENSES AND REGULATIONS**

**Chapters:**

- 5.01 Purpose and Policy
- 5.04 Repealed
- 5.06 Commercial/Business Use of Public Lands and Structures
- 5.08 Intoxicating Liquors
- 5.10 Licensing and Operation of Adult Entertainment Facilities
- 5.12 Repealed
- 5.16 Temporary Businesses
- 5.20 Repealed
- 5.24 Cabarets
- 5.26 Gambling Activities
- 5.28 Special Events

**Chapter 5.01  
PURPOSE AND POLICY**

**Sections:**

- 5.01.010 Definitions.
- 5.01.020 Requirements.
- 5.01.030 Exemptions.
- 5.01.040 Licenses not transferable.
- 5.01.050 Disclaimer of city liability.
- 5.01.060 Prohibited use.
- 5.01.070 General qualifications of licensees.
- 5.01.080 Application procedure.
- 5.01.090 Renewal.
- 5.01.100 Licenses for businesses located outside city limits.
- 5.01.120 License approval or denial.
- 5.01.130 Suspension or revocation procedure.
- 5.01.140 Exercise of power.
- 5.01.150 Inspections – Right of entry.
- 5.01.160 Notice and order.
- 5.01.170 Civil penalty.
- 5.01.180 Criminal penalties.
- 5.01.190 Additional relief.

**5.01.010 Definitions.**

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

A. "Business" included all activities, occupations, pursuits or professions located and/or engaged in within the city with the object of gain, benefit or advantage to the licensee or to another person or class, directly or indirectly, whether part-time or full-time. Each business location shall be deemed a separate business. Utility companies are defined as businesses.

B. "Person" means any individual, firm, partnership, company, corporation, association, receiver, assignee, trust, estate, joint venture, group, joint stock company, business trust, society or any group of individuals acting as a unit.

C. "Licensee" means any business granted a business license by the city.

D. "Premises" includes all lands, structures and places, and also any personal property which is either affixed to or is otherwise used in connection with any such business conducted on such premises.

E. "City license officer" is the city administrator or his/her designee. (Ord. 666 § 1, 1994).

**5.01.020 Requirements.**

It is unlawful for any person, firm, or corporation to engage in or carry on within the city any business, profession, trade or occupation designated in this chapter without first having obtained from the city a license to do so. All licenses issued pursuant to the provisions of this chapter shall be posted in a prominent location at the premises where the license business, profession, trade or occupation is carried on. In addition to the business license other permits or licenses may be required for certain businesses. (Ord. 666 § 1, 1994).

**5.01.030 Exemptions.**

All businesses operated not-for-profit shall be exempt from paying a business license fee upon application and satisfactory proof to the city license officer of said not-for-profit status. (Ord. 666 § 1, 1994).

**5.01.040 Licenses not transferable.**

No license issued under the provisions of this chapter shall be transferable or assignable. When a business changes ownership, or upon substantial change in the type of business operated, a new business license shall be required. (Ord. 666 § 1, 1994).

**5.01.050 Disclaimer of city liability.**

Issuance of a license pursuant to this chapter does not constitute the creation of a duty by the city to indemnify the licensee for any wrongful acts against the public, or to guarantee the quality of goods, services or expertise of a licensee. The issuance of a license does not shift responsibility from the licensee to the city for proper training, conduct or equipment of the licensee or his agents, employees or representatives, even if specific regulations require standards of training, conduct or inspection. (Ord. 666 § 1, 1994).

**5.01.060 Prohibited use.**

A license hereunder shall not be issued to any person who uses or occupies or proposes to use or occupy any real property or otherwise conducts or proposes to conduct any business in violation of the provisions of any ordinance of the city of Gig Harbor or of the statutes of the state of Washington. The granting of a business license shall in no way be construed as permission or acquiescence in a prohibited activity or other violation of the law. (Ord. 666 § 1, 1994).

**5.01.070 General qualifications of licensees.**

No license shall be issued, nor shall any license be renewed, pursuant to the provisions of this chapter to:

- A. An applicant who is not 18 years of age at the time of the application, unless he shall obtain the written consent of said applicant's parent or guardian to make said application, together with a covenant on behalf of said parent or guardian that he or she will be responsible for a guarantee of performance of the minor making application;
- B. An applicant who has had a similar license revoked or suspended, pursuant to GHMC 5.01.130, or its predecessor;
- C. An applicant who shall not first comply with the general laws of the state;
- D. An applicant who seeks such a license in order to practice some illegal act or some act injurious to the public health or safety;
- E. Any person who is not qualified under any specific provision of this title for any particular license for which application is made.

Any person, including city officials, may submit complaints or objections to the city license officer regarding the application for any license, and the city license officer is additionally authorized to request and receive information from all city departments as will tend to aid him in determining whether to issue or deny the license. Such information shall be confidential unless a hearing is requested on the application, or if the applicant shall request the information in writing. All information, complaints or objections shall be investigated and considered by the city license officer prior to issuing, denying or renewing any license. (Ord. 666 § 1, 1994).

**5.01.080 Application procedure.**

- A. The city license officer is authorized to prepare a schedule of fees for general business licenses issued, and when approved by the city council by resolution, such schedule shall govern the amount of the license fee.
- B. Application for a business license shall be made at the office of the city license officer on a form to be furnished for that purpose and shall be accompanied by the proper fee. Each such application shall be signed by the person, or other authorized representative of the firm or corporation to be licensed. If the application is denied, the fee shall be returned to the applicant.
- C. No license shall be issued until the application has been fully completed and all applicable ordinances have been fully complied with. In addition, any business requiring a state or federal license shall obtain said licenses and provide the city with proof of their issuance prior to the issuance of a city business license or any renewal thereof.
- D. Business licenses shall be granted annually, and due July 1st. If a new business application is made within six months of the date fixed for expiration, the fee shall be one-half the annual fee. (Ord. 666 § 1, 1994).

**5.01.090 Renewal.**

Applications for renewal of business licenses must be completed and returned to the city license officer, together with the renewal fee, prior to July 1st of each year. The city license officer shall send a renewal notice to each licensee at the last address provided to the city. Failure of the licensee to receive any such form shall not excuse the licensee from making application for and securing the required renewal license, or from payment of the license fee when and as due hereunder. A business license shall expire on July 1st of the year following issuance, if not renewed as described herein. A penalty of \$5.00 per month, which shall not be prorated, shall be assessed on any delinquent license renewal which has not been paid on or before August 1st of any year. (Ord. 666 § 1, 1994).

**5.01.100 Licenses for businesses located outside city limits.**

Businesses located outside the city which furnish or perform services within the city limits, and which conduct business during more than 30 calendar days within a calendar year, shall hereafter apply and pay for a business license. (Ord. 666 § 1, 1994).

**5.01.120 License approval or denial.**

The city license officer shall collect all business license fees and shall issue business licenses to all persons who submit an application, pay the fee and are qualified under the requirements of this chapter and shall:

A. Submit all applications to the planning department, building division, fire marshal, public works department, utility department and police department for their endorsements as to compliance by applicant with all city regulations which they have the duty of enforcing.

B. Upon approval of the application, the license shall be issued and delivered to the applicant.

C. No business license shall issue if any of the conditions listed in GHMC 5.01.130(A)(1) through (6) exist or apply to the license applicant or premises proposed to be licensed.

D. The city license officer shall notify the applicant in writing by certified mail of the denial of the application and the grounds therefor. Within 10 calendar days after receipt of the city's notification of application denial, the applicant may request an appeal and hearing before the hearing examiner, by filing a written notice of appeal and paying the hearing examiner filing fee. The city license officer shall notify the applicant by mail of the time and place of the hearing. If request for hearing is not received within the time specified, the license officer's decision shall be final.

E. If an application for a business license is denied and the applicant has filed a timely appeal of such denial, the applicant shall not conduct any business for which a business license was denied, during the pendency of the appeal. (Ord. 666 § 1, 1994).

**5.01.130 Suspension or revocation procedure.**

A. In addition to the other penalties provided herein or by law, any business license issued under the provisions of this chapter may be revoked or suspended, should any or all of the following conditions apply:

1. The license was procured by fraud, false representation, or material omission of fact; or

2. The licensee or any of its employees, officers, agents or servants, while acting within the scope of their employment, violates or fails to comply with any of the provisions of this chapter; or

3. The licensee's continued conduct of the business for which the license was issued has or will result in a danger to the public health, safety or welfare, or the violation of any federal or state law or any ordinance or regulation of the city; or

4. The licensee, or any of its employees, officers, agents or servants has been convicted in any court of violating any federal, state or city criminal statute or ordinance upon the business premises stated in the license; or

5. The place of business does not conform to city ordinance; or

6. The license is being used for a purpose different from that for which it was issued.

B. If the city license officer has reasonable cause to believe that any of the conditions listed in subsection A(1) through A(6) above have occurred or exist with respect to any existing business license, licensee or licensed premises, the city license officer shall send a notice to the licensee of a hearing to be held before the city council, for the purpose of determining whether these conditions have occurred, and whether a revocation or suspension hearing is warranted under the circumstances. Such notice shall state the conditions listed in subsection A(1) through A(6) that the city license officer has reason to believe exist or have occurred, and shall also contain the date and time of the city council hearing at which the issue will be considered. Notices to the licensee of the hearing shall be given by certified mail at least 14 days prior to the date of the hearing. At the hearing, the licensee shall have an opportunity to present evidence and testify in opposition to any evidence or information submitted or presented by the city license officer.

C. If the council decides at the pre-determination hearing described in subsection B above that the conditions listed in subsection A(1) through A(6) have occurred or exist with respect to a licensee, its employees, officers, agents or premises, the council may direct the city license officer to send notice to the licensee of a hearing to be held on the issue whether the business licensee of the licensee or licensed premises shall be revoked or suspended. Said notice shall state the intention of the city to revoke or suspend said license, the reason for such suspension or revocation, and the date and time of the meeting of the city council at which such will be considered. The licensee shall have the right to appear at said meeting to present evidence and testify in opposition to such revocation or suspension. Such notice shall be given by certified mail to the licensee at least 14 days prior to the date of said hearing.

D. If the council decides at the pre-determination hearing described in subsection B above that the conditions listed in A(1) through A(6) above have occurred or exist with respect to a licensee, its employees, officers, agents or premises, the council may, as an alternative to setting a date for a revocation or suspension hearing, request that the city license officer address the conditions through the enforcement procedures set forth in GHMC 5.01.150 through 5.01.190.



E. Upon revocation of any license as provided in this chapter, no portion of the license fee shall be returned to the licensee.

F. The city council's decision on such business license shall represent the final action by the city, unless an appeal is made to the superior court of Pierce County, within 10 working days of such decision.

G. It is unlawful for any person whose license has been revoked or suspended to continue operation of the business enterprise, or to keep the license issued to him/her in his/her possession and control, and the same shall immediately be surrendered to the city license officer. When revoked, the license shall be canceled, and when suspended, the city license officer shall retain it during the period of suspension. (Ord. 666 § 1, 1994).

**5.01.140 Exercise of power.**

This chapter shall be deemed an exercise of the power of the city to license for revenue and regulation, and nothing in this chapter shall be construed to repeal or affect any other ordinance of the city which purports to regulate some business or activity pursuant to the general police power of the city, notwithstanding the fact that such ordinance may or might contain provisions relating to the licensing of such activity. (Ord. 666 § 1, 1994).

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W A S H I N G T O N  
**Area Statistics**  
 As of 8-08-00

Population	6,575*
Area	4.14 SQ Miles
Area	2809 Acres
Housing Units	2658
Lineal Water Frontage	2.8 Miles
Net Residential Density	2.65 Dwelling
Persons Per Household	2.47
Urban Growth Area	5700 Acres

**Population History**

1946	1950	1960	1970	1980	1990	1994	1996	1998	1999	2000
770	803	1,094	1,611	2,429	3,236	3,730	4,110	6,350	6,477	6575*

\* (OFM:8-08-00)  
 Last modified: July 27, 2001



click - go to home page

City of Gig Harbor  
 3105 Judson Street  
 Gig Harbor, Washington 98335  
 (253) 851-8136

comments about our site - [www.ci.gig-harbor.wa.us](http://www.ci.gig-harbor.wa.us)

**To:** Gig Harbor City Council and Staff

**From:** Concerned Homeowners of Avalon Woods

**Subject:** Proposed Changes and Clarifications to the Redmond Ordinance and Texas Bill 2169

**Date:** November 13, 2001

The items below a few of the changes we would like to see added to the Gig Harbor Gun Club Ordinance. These changes assume that the Redmond ordinance is the starting document. These recommendations are neither complete nor exhaustive.

**Redmond Ordinance**

5.80.030.2

Should pertain to existing gun clubs

5.80.030.3

Paragraph should be amended to have a survey completed by a licensed civil engineer and strike the word "approximate".

5.80.030.13

Add a requirement that the site should be accessible by emergency vehicles

5.80.030.15

Limit the noise to 65dB and the border of the GHSC property

Limit hours of operation to 10AM – 5PM, Monday through Friday

**From Texas Bill 2169**

Add a requirement for \$2M personal liability and \$1M property liability

Add that these are the minimum standards

DRAFT

00020.080035

:jeh

3/27/01

R: 4/17/01

R: 4/27/01

R: 9/19/01

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF REDMOND, WASHINGTON, ADDING A NEW CHAPTER 5.80 TO THE REDMOND MUNICIPAL CODE IN ORDER TO REGULATE SHOOTING SPORTS FACILITIES; REQUIRING SUCH FACILITIES TO OBTAIN A LICENSE FROM THE CITY IN ORDER TO OPERATE; ESTABLISHING REGULATIONS FOR SUCH OPERATION; PROVIDING FOR THE SUSPENSION OR REVOCATION OF SUCH LICENSES AND FOR APPEALS FROM SUCH LICENSING ACTIONS; PROVIDING PENALTIES FOR VIOLATION; PROVIDING FOR SEVERABILITY AND ESTABLISHING AN EFFECTIVE DATE.

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WHEREAS, shooting sports facilities, as defined in this ordinance, require regulation in order to ensure that such facilities are operated safely and without significant impacts on surrounding properties or on the public health, safety, and welfare, now, therefore,

THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO  
ORDAIN AS FOLLOWS:

Section 1. Licensing of Shooting Sports Facilities. A new Chapter 5.80 is hereby added to the Redmond Municipal Code to read as follows:

**Chapter 5.80  
SHOOTING SPORTS FACILITIES**

**Sections:**

5.80.020 Definitions.

5.80.030 License Required.

5.80.040 Operating without a License Prohibited.

5.80.050 Denial, Suspension or Revocation of License.

5.80.060 License Fee.

DRAFT

- 5.80.070 License Renewal.
- 5.80.080 Operating Standards and Specifications.
- 5.80.090 Liability.
- 5.80.100 Complaint Process.
- 5.80.110 Hiring and Paying for Consultants and Investigators.
- 5.80.120 Appeals.
- 5.80.130 Penalty.
- 5.80.200 Severability.

**5.80.020 Definitions.**

(1) "Administrator" means the Finance Director of the City of Redmond, or his or her successor. The Finance Director may delegate his or her duties under this chapter to another official of the City of Redmond.

(2) "Public Safety Authority" means the Redmond Police Department and Redmond Fire Department or delegate agencies as named by the Redmond Chief of Police or Redmond Fire Chief, respectively.

(3) "Operator" means the operating license applicant, and any of its officers, directors, partners, or owners.

(4) "Range" means any individual or group of firing positions for a specific shooting type.

(5) "Range Master" or "Range Officer" means a person or persons trained and appointed by the operators of a shooting sports facility to oversee the safe discharge of shotguns, rifles, or handguns in accordance with the safety specifications of this chapter and any additional safety specifications that may be adopted by the operators of the shooting sports facility.

(6) "Shooting sports facility" means an indoor or outdoor facility designed and specifically delineated for safe shooting practice with firearms. Archery ranges are specifically excluded from this definition.

(7) "Shooting types" means rifle, handgun or shotgun shooting.

**5.80.030 License Required.**

(1) The operators of all existing shooting sports facilities shall apply for an operating license no later than three

months from the effective date of this chapter. If an operating shooting facility is annexed to the City of Redmond, the shooting facility operator shall apply for an operating license no later than three months from the effective date of the annexation.

(2) The operator of each new shooting sports facility shall apply for an operating license at the time of application for building permits or land use permits necessary for the new facility. The application shall be made on a form prescribed by the Administrator and shall include all of the following information:

(a) The name, address, and telephone number of the person completing the application;

(b) The name, address, and telephone number of the facility;

(c) The names, addresses, and telephone numbers of all owners of the facility. If the owner is a partnership, the names, addresses and telephone numbers of all partners. If the owner is a corporation, the names, addresses and telephone numbers of all corporate officers;

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

(e) The shooting types allowed or proposed to be allowed at the facility;

(f) The names, addresses, and telephone numbers of all persons proposed to serve as designated range masters in compliance with RMC §5.80.080(7);

(g) The days of the week and the hours of operation that the facility is or is proposed to be open;

(h) Whether use of the facility will be restricted to members or whether the facility will be open to the public;

(i) The site plan required by RMC §5.80.080(3) showing the location of all buildings, parking areas, and access points; safety features of the facility; elevations of any outdoor range showing target areas, backdrops or butts; and the approximate location of buildings on adjacent properties;

(j) The notarized certification required by RMC §5.80.030(3);

(k) The operations plan required by RMC §5.80.080(4);  
and

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

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

(4) Upon receipt of an application for a shooting sports facility operating license, the Administrator will make a determination as to whether or not such application is complete. If the application is not complete, the applicant shall be so notified and the application shall not be processed further until such time as the applicant completes it. When the application is complete, the Administrator will forward copies of the same to the Public Safety Authority, the City Planning and Community Development Department, and any other City department or personnel deemed appropriate by the Administrator in order to determine whether the shooting sports facility meets the requirements of this chapter and any other applicable City ordinance or regulation. Each consulted department or staff member shall review the application for compliance with regulations administered by that department or staff member and shall forward a report to the Administrator containing the results of that review.

(5) By applying for and as a condition of issuance of a shooting sports facility operating license, the shooting sports facility operator agrees to permit representatives of the Public Safety Authority and any other appropriate City personnel to enter

the facility at all reasonable times in order to perform site inspections in regard to licensure, complaints, incidents, or any public safety concerns. Prior notification of such inspections will be to the operator when reasonably possible.

(6) The Administrator is authorized to issue a shooting sports facility operating license upon determining that the facility meets the requirements of this chapter and other applicable City ordinances and regulations. The Administrator shall make that determination after receiving the reports of the Public Safety Authority and other consulted departments and personnel and only if the Public Safety Authority and such consulted departments and personnel determine that the application and the facility are in full compliance with this chapter and any other applicable City ordinances or regulations.

(7) The shooting sports facility operating license issued under this chapter shall authorize only those shooting types that have been specifically applied for and that are identified in the license. The addition of new shooting types at a shooting sports facility shall require amendment of the existing license before any such new shooting type is allowed. The process for amending a license shall be the same as the process for initial issuance of a license.

This section shall not relieve the applicant of any obligation to obtain any other required business license, land use, fire safety, or building permits or approvals, except shooting sports facilities in operation prior to the effective date of this chapter shall not be required to seek new land use, fire safety or building permits solely for issuance of a license. All facilities licensed under this subsection must conform to or abide by the City of Redmond's business license requirements as described in RMC §5.04

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

#### **5.80.040 Operating without a License Prohibited.**

(1) No shooting sports facility shall operate without a license issued pursuant to this chapter, provided, that shooting sports facilities operating on the effective date of this chapter that have submitted required license applications before this same date



may continue to operate without a City of Redmond shooting sports facility license pending approval or denial of the license application under RMC § 5.80.030. All such operation shall be conducted in compliance with RMC § 5.80.080, *Operating Standards and Specifications*. Such operation shall cease upon denial of the license application and exhaustion of any administrative appeal.

(2) If a shooting sports facility operating under a valid King County shooting sports facility permit or license is annexed to the City of Redmond, it may continue to operate until the Administrator decides on the application as provided in RMC § 5.80.030. Once annexed, the shooting sports facility shall operate in compliance with RMC § 5.80.080, *Operating Standards and Specifications*.

### **5.80.050 Denial, Suspension or Revocation of License.**

(1) The Administrator may deny, suspend or revoke any license issued under this chapter if the applicant, any of its officers, directors, partners, or members have violated any of the provisions of this chapter, or if the information supplied by any applicant in connection with any license issuance, inspection, or renewal under this chapter is determined to be false or to have been a misrepresentation. Whenever the Administrator denies, suspends, or revokes any license under this chapter, written notice of the same shall be provided to the designated contact person for the shooting sports facility by certified or regular mail. The notice shall specify the grounds for the denial, suspension, or revocation. If said notice is sent by regular mail, the notice shall be deemed received three days after the same is deposited in the United States mail, postage prepaid, correctly addressed to the contact person. If said notice is sent by certified mail, the notice shall be deemed received when signed for, or if the contact person fails or refuses to sign for the same, the notice shall be deemed received three days after the same is deposited in the United States mail, postage prepaid, correctly addressed to the contact person.

(2) If the City of Redmond Police Department, or its successor, determines that any participant, spectator, neighboring property or member of the public has been injured or endangered as a result of range design, operation or management of shooting activities or that rounds shot at the facility have escaped the property on which the shooting sports facility is located, the Administrator may immediately suspend or revoke any shooting sports facility license issued pursuant to this chapter.

Reinstatement or re-issuance of any license suspended or revoked pursuant to the provisions of this chapter will be contingent on review and determination by the Administrator that the shooting sports facility operator has made sufficient and appropriate modifications to the design or operation of the facility to reasonably address the specific deficiencies found to have contributed to the injury, endangerment, or escaped rounds.

**5.80.060 Operating License Fee.** A non-refundable application and license fee of \$100.00 shall be charged for review and processing of the initial application for the shooting sports facility operating license and for each renewal application.

**5.80.070 License Renewal.** An initial shooting sports facility operating license shall be valid upon issuance and shall continue in effect through December 31 of the year in which it is issued, unless suspended or revoked as provided in this chapter. The shooting sports facility operating license and the facility's business license shall be reviewed and renewed every year thereafter, and the renewed license shall be valid from January 1 to December 31 of the renewal year, unless suspended or revoked as provided in this chapter. New shooting types shall not be permitted until authorized by a new or amended license. Applications for license renewal shall be made in writing on forms prescribed by the Administrator and shall include the information required by this chapter or the Administrator for an initial license. Renewal applications shall be accompanied by the non-refundable application and license fee established by this Chapter. Included with the renewal application shall be an affirmative written statement that the existing operations plan of the shooting sports facility (which has been approved by the Public Safety Authority) is still in force and effect, or a copy of a modified operations plan with changes highlighted. Applications for renewal shall be made at least thirty days prior to the expiration of the existing license. The process for renewal of a shooting sports facility operating license shall be the same as for initial application.

**5.80.080 Operating Standards and Specifications.** All shooting sports facilities licensed under this chapter shall comply with the following operating standards and specifications:

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

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

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

(4) An Operations Plan shall be submitted that includes the rules for each range, sign-in procedures, and restrictions on activities in the use of ranges. Every Operations Plan shall prohibit loaded firearms except as provided by the range safety specifications and operating procedures.

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

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

(7) All shooting sports facilities shall have a designated range master or masters. A designated range master must be present whenever the shooting sports facility is open to the public and may oversee as many as three simultaneous public events within a shooting sports facility. The range master shall be trained in shooting safety, the safe operation of shooting sports facilities, first aid, and the facilities' emergency response procedures.

(8) Warning signs shall be installed and maintained along the shooting sports facility property lines.

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

(10) The shooting sports facility operator shall report in writing to the Redmond Police Department all on-site and off-site gunshot wounds resulting from activity at the shooting sports facility and any measures that are proposed to address any deficiencies that may have contributed to the wounds. The Redmond Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

(11) The shooting sports facility operator shall report in writing to the Redmond Police Department all rounds that escape from the property on which the shooting sports facility is located and any measures that are proposed to address any deficiencies that may have contributed to the errant rounds. The Redmond Police Department will forward such information to the Administrator for consideration in connection with any licensing action.

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

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

(14) Storage and handling of explosive materials, including ammunition when applicable, shall be in accordance with the Redmond Fire Code (CDG 20E.100.10). Unless exempt, storage and handling shall be by permit issued per CDG 20E.100.10-030 (3).

(15) All shooting sports facilities shall comply with and abide by the City of Redmond's Noise Standard per CDG §20D.100.

(16) No alcohol, narcotics, or controlled substances shall be permitted on or in use at any shooting sports facility during any time that the facility is open for shooting.

(17) The use of steel targets at a shooting sports facility is strictly prohibited.

(18) The use of multiple projectile rounds such as buckshot, 50BMG (Browning machine gun), tracer, incendiary, or armor piercing ammunition is strictly prohibited at a shooting sports facility.

(19) No automatic weapons may be used at a shooting sports facility unless under the control and use of a licensed official of the United States, State of Washington, or a political subdivision of the State of Washington in an official capacity.

(20) All shooting sports facilities are required to have fencing surrounding the entire property a minimum of six feet in height. This does not apply to indoor ranges.

#### **5.80.090 Liability.**

The express intent of the City of Redmond City Council is that responsibility for complete and accurate preparation of applications, plans and specifications, for compliance with applicable laws, including but not limited to those set forth in this chapter, and for safe design, construction, use and operation of facilities regulated herein shall rest exclusively with applicants and their agents. This chapter and the codes adopted herein are intended to protect the health, safety and welfare of the general public and are not intended to protect any particular class of individuals or organizations. This chapter shall not be construed as placing responsibility for code compliance or enforcement upon City of Redmond or any officer, employee or agent of the City of Redmond. Application review and inspections conducted pursuant to this chapter are intended to determine whether a shooting sports facility is in compliance with the requirements of this chapter. However, those inspections and reviews that are done do not guarantee or assure either that any design, construction, use or operation complies with applicable laws or that the facility is safely designed, constructed, used or operated. Nothing in this chapter is intended to create any private right of action based upon noncompliance with any of the requirements of this chapter.

#### **5.80.100 Complaint Process.**

(1) Upon receiving a written complaint to the effect that any shooting sports facility is in violation of any provision of this chapter, the Administrator shall:

(a) Issue a notice of complaint to the shooting sports facility operator advising such person of the allegation(s) made in the complaint. The notice shall be sent to the designated contact person by certified mail and may be sent by regular mail as well. The notice shall be deemed received when signed for, or if the contact person fails or refuses to sign for the same, the notice shall be deemed received three days after the same is deposited in the United States mail, postage prepaid, correctly addressed to the contact person;

(b) Request the shooting sports facility operator to respond, in writing, to the allegation(s) in the notice of complaint within thirty days of receipt of the notice of complaint;

(c) Investigate, through the use of the Administrator's staff, the Public Safety Authority, or any other appropriate City department or personnel, the allegation(s) in the written complaint and the response submitted by the shooting sports facility operator;

(d) Make a finding as to the validity of the allegation(s) in the written complaint, based upon information received from those conducting the investigation of the complaint. If it is found that violation of any of the shooting sports facility operating standards or any other provision of this chapter has occurred, the Administrator shall issue a written notice and order requiring that the operator suggest and implement measures or procedures to correct any violations of this chapter and to bring the shooting sports facility into full compliance.

(2) The notice and order issued under subsection (1) may suspend or revoke the license of the shooting sports facility if the requirements of RMC §5.80.050(2) *Denial, Suspension or Revocation of License*, are met.

(3) Failure to comply with the notice and order issued as a result of the above process will result in the suspension and/or revocation of the license involved. Such suspension/revocation will last one year from the date the license is surrendered.

(4) If the Administrator concludes that the complaint is accurate, that it discloses a violation of this chapter, and that the operator has not proposed or effectively implemented measures or procedures to correct any violations of this chapter; the Administrator may revoke a license issued under this chapter.

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

**5.80.110 Hiring and Paying for Consultants and Investigators.**

(1) The Administrator may hire consultant(s) or investigators to:

(a) Review license applications and license renewals under this chapter;

(b) Inspect properties on which applications for licenses and license renewals have been made under this chapter;

(c) Inspect facilities licensed under this chapter to determine if they comply with this chapter and approved licenses and plans;

(d) Investigate, in cooperation with the Redmond Police Department, complaints, incidents, and reports of injury or endangerment of persons or property, or of rounds escaping the facility;

(e) Review and investigate proposals to bring facilities into compliance with the chapter.

(2) The license applicant shall pay the actual and reasonable costs of consultant(s) and investigator(s) reviewing the application or inspecting the shooting sports facility in connection with any initial licensing, license reinstatement, or renewal decision. The license applicant shall deposit with the Administrator the Administrator's estimate of the cost of the consultant(s) and investigator(s) at the same time as any application is made. If the actual costs of the consultant(s) and investigator(s) exceed the deposit, the license applicant or operator shall increase the deposit within ten days of the Administrator's request for such an increase. Any unexpended funds shall be refunded to the applicant or operator.

(3) The operator of any shooting sports facility shall be required to reimburse the City for any and all actual and reasonable costs of consultant(s) and investigator(s) retained by the City to review and investigate violations of this chapter by the facility, but

only when a violation is actually determined to have occurred. Where an alleged violation is investigated and determined to be unfounded, the shooting sports facility shall not be responsible for the costs incurred by the City.

(4) Notwithstanding the participation of other City departments and personnel, and notwithstanding any information or advice received from any consultant, the Public Safety Authority shall retain full authority for determining whether a shooting sports facility is in compliance with this chapter and any other applicable City ordinance or regulation. In exercising that authority, the Public Safety Authority may consider expert consultant advice, professional knowledge, and any or all other information available regarding shooting ranges and shooting sports facilities, but shall not be bound by any such advice, knowledge or information in any specific case.

#### **5.80.120 Appeals.**

(1) Any person aggrieved by the Administrator's decision to approve, condition, or deny an application required by this chapter or to suspend or revoke an application under the chapter may file an appeal of such decision. Any such appeal must be filed in writing with the Administrator within ten (10) days from the date the Administrator's decision is received or deemed received by the designated contact person.

(2) Upon receipt of an appeal, the Administrator shall forward the same to the Hearing Examiner. The Hearing Examiner shall schedule and hold a hearing on the appeal within thirty (30) days following the Administrator's receipt of the appeal. During the pendency of the hearing and until final action is taken by the City Council as provided herein, the Administrator's decision shall be stayed, provided, that the Hearing Examiner may, at the request of the Administrator and following a hearing provided for this purpose, order the shooting sports facility to cease operations pending the appeal hearing if the Hearing Examiner determines that ceasing operations is necessary to prevent an imminent danger to the public health or safety. At the appeal hearing, both the applicant or licensee and the Administrator shall be entitled to be represented and to present evidence. Upon completion of the hearing, the Hearing Examiner shall make written findings and conclusions and shall issue a recommendation to the City Council on the appeal. At a public meeting, the City Council, upon considering the recommendation of the Hearing Examiner, shall, without taking additional evidence:



(a) Accept the Hearing Examiner's recommendation as presented and thereby uphold the decision of the Examiner; or

(b) Overturn the decision of the Hearing Examiner and either issue its own decision based upon the record or remand the matter to the Hearing Examiner for the taking of additional evidence; or

(c) Modify the Hearing Examiner's decision based upon the record made before the Examiner.

(3) Appeal from a decision of the City Council under this section shall be to the King County Superior Court and must be filed and served within thirty (30) days after the decision of the City Council.

(4) In the event that the applicant or licensee fails to appeal the Administrator's decision within the time periods provided in this section, the decision shall be final.

(5) Whenever any license issued under this chapter is suspended or revoked, the shooting sports facility operator shall immediately return said license to the Administrator.

**5.80.130 Penalty.** Any person violating or failing to comply with any provision of this chapter shall be guilty of a misdemeanor, and, upon conviction thereof, shall be punished as provided in Section 1.01.110 of the Redmond Municipal Code, or its successor.

**5.80.200 Severability.** Should any section, subsection, paragraph, sentence, clause or phrase of this chapter be declared unconstitutional or invalid for any reason, such decision shall not affect the validity of the remaining portion of this chapter.

Section 2. Effective Date. This ordinance, being an administrative action, is not subject to referendum, and shall take effect and be in full force five (5) days after publication of a summary consisting of the title.

CITY OF REDMOND

DRAFT

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MAYOR ROSEMARIE IVES

ATTEST/AUTHENTICATED:

---

CITY CLERK BONNIE MATTSON

APPROVED AS TO FORM:

---

CITY ATTORNEY JAMES E. HANEY

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

By Naishtat  
76R4490 DLF-D

H.B. No. 2169

A BILL TO BE ENTITLED  
AN ACT

1-1  
1-2 relating to construction and operation of outdoor shooting ranges;  
1-3 providing penalties.

1-4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

1-5 SECTION 1. Subtitle A, Title 9, Health and Safety Code, is  
1-6 amended by adding Chapter 766 to read as follows:

1-7 CHAPTER 766. OUTDOOR SHOOTING RANGES

1-8 SUBCHAPTER A. GENERAL PROVISIONS

1-9 Sec. 766.001. DEFINITIONS. In this chapter:

1-10 (1) "Department" means the Department of Public  
1-11 Safety.

1-12 (2) "Outdoor shooting range" means an outdoor shooting  
1-13 range, outdoor firing range, or other open property that is  
1-14 established and operated for the firing of weapons. The term does  
1-15 not include an archery range or a deer lease or other similar  
1-16 leases of property for hunting.

1-17 Sec. 766.002. SAFETY FAN. (a) In this section, "target  
1-18 distance" means the distance between the firing line and the target  
1-19 line.

1-20 (b) For purposes of this section, the target line:

1-21 (1) is the straight line:

1-22 (A) that is parallel to the firing line;

1-23 (B) that runs through the points at which a

1-24 target may be placed that are the greatest distance from the

2-1 nearest corresponding points on the firing line; and

2-2 (C) the end points of which are the two points

2-3 described by Paragraph (B) that are the greatest distance apart;

2-4 and

2-5 (2) notwithstanding its being referred to as a line,  
2-6 may be a point if there is only one point at which a target may be  
2-7 placed that is the greatest distance from the nearest point on the  
2-8 firing line.

2-9 (c) The safety fan for an outdoor shooting range is the area  
2-10 that is within the boundaries formed by:

2-11 (1) the firing line;

2-12 (2) a line, drawn at an angle of 45 degrees from and  
2-13 to the right of a line perpendicular to the firing line extending  
2-14 toward the target line, that:

2-15 (A) begins at the right end of the firing line;

2-16 and

2-17 (B) ends at a point that is 1,000 yards plus the  
2-18 target distance from the firing line;

2-19 (3) a line, drawn at an angle of 45 degrees from and  
2-20 to the left of a line perpendicular to the firing line extending  
2-21 toward the target line, that:

2-22 (A) begins at the left end of the firing line;

2-23 and

2-24 (B) ends at a point that is 1,000 yards plus the  
2-25 target distance from the firing line; and

2-26 (4) a line that:

2-27 (A) is drawn between the end points of the lines  
3-1 described by Subdivisions (2) and (3); and

3-2 (B) each point of which is 1,000 yards from the  
3-3 nearest point on the target line.

3-4 Sec. 766.003. APPLICABILITY. Except as provided by Section  
3-5 766.054, this chapter applies only to an outdoor shooting range  
3-6 located in a county that:

3-7                   (1) has a population of more than 150,000; or  
3-8                   (2) is included in a federal metropolitan statistical  
3-9                   area or primary metropolitan statistical area.  
3-10                  Sec. 766.004. LOCAL ORDINANCES. This chapter does not  
3-11                  prohibit a county or municipality from enacting an ordinance  
3-12                  regulating the design, construction, operation, or maintenance of  
3-13                  an outdoor shooting range if the ordinance is at least as stringent  
3-14                  as the requirements of this chapter.  
3-15                  (Sections 766.005-766.050 reserved for expansion  
3-16                  SUBCHAPTER B. PERMITTING; GENERAL REQUIREMENTS  
3-17                  Sec. 766.051. PERMIT REQUIRED. A person may not construct  
3-18                  or operate an outdoor shooting range in this state unless the  
3-19                  person holds a permit issued by the department under this  
3-20                  subchapter.  
3-21                  Sec. 766.052. APPLICATION; FEE. (a) An application for a  
3-22                  permit under this subchapter is made to the department on a form  
3-23                  provided by the department and must be accompanied by the permit  
3-24                  fee. The application must contain information that the department  
3-25                  requires.  
3-26                  (b) The Public Safety Commission by rule shall establish the  
3-27                  permit fee to be assessed under this chapter. The fee may not  
4-1                  exceed the amount necessary to defray the department's expenses in  
4-2                  administering this subchapter.  
4-3                  Sec. 766.053. ISSUANCE OF PERMIT. The department shall  
4-4                  issue a permit if, after inspection and investigation, the  
4-5                  department finds that the construction and operation of the outdoor  
4-6                  shooting range meets the requirements of this chapter and does not  
4-7                  otherwise create an unreasonable threat to public safety.  
4-8                  Sec. 766.054. INSURANCE. (a) The owner of an outdoor  
4-9                  shooting range shall purchase and maintain one or more insurance  
4-10                 policies that provide coverage for damages resulting from firing  
4-11                 any weapon while on the shooting range subject to limits of:  
4-12                 (1) at least \$1 million for bodily injuries or death;  
4-13                 and  
4-14                 (2) at least \$1 million for damage to or destruction  
4-15                 of property.  
4-16                 (b) The owner of an outdoor shooting range shall prominently  
4-17                 display a sign at the shooting range stating that the owner has  
4-18                 purchased insurance to cover bodily injury, death, or property  
4-19                 damage occurring from activities at the shooting range.  
4-20                 (c) This section applies to any outdoor shooting range, and  
4-21                 the owner of an outdoor shooting range who violates this section is  
4-22                 subject to the civil penalty provided by Section 766.058 and the  
4-23                 criminal penalty provided by Section 766.059, without regard to  
4-24                 whether the outdoor shooting range is located in a county described  
4-25                 by Section 766.003.  
4-26                 Sec. 766.055. INSPECTIONS. The department may inspect an  
4-27                 outdoor shooting range that holds a permit under this subchapter at  
5-1                 a reasonable time as necessary to ensure compliance with this  
5-2                 chapter. The department may elect to conduct unannounced  
5-3                 inspections.  
5-4                 Sec. 766.056. DENIAL, REVOCATION, OR SUSPENSION OF PERMIT.  
5-5                 (a) The department may deny, suspend, or revoke a permit issued  
5-6                 under this subchapter if the department finds that the permit  
5-7                 holder or applicant violates this chapter or that the outdoor  
5-8                 shooting range otherwise creates an unreasonable threat to public  
5-9                 safety.  
5-10                 (b) Except as provided by Section 766.057, the denial,  
5-11                 suspension, or revocation of a permit under this section is a  
5-12                 contested case subject to Chapter 2001, Government Code, and is

5-13 subject to judicial review as provided by that chapter.  
 5-14 Sec. 766.057. EMERGENCY SUSPENSION. (a) The department  
 5-15 shall suspend a permit issued under this subchapter if the  
 5-16 department finds the operation of the outdoor shooting range  
 5-17 creates an immediate threat to the safety of the public.  
 5-18 (b) An order suspending a permit under this section is  
 5-19 immediately effective on the date on which the permit holder  
 5-20 receives written notice of the order.  
 5-21 (c) An order suspending a permit is valid for 30 days after  
 5-22 the date the order was signed.  
 5-23 (d) If requested in writing by a permit holder whose permit  
 5-24 is suspended, the department shall conduct a hearing to continue,  
 5-25 modify, or rescind the emergency suspension.  
 5-26 (e) The hearing must be held not later than the 10th day  
 5-27 after the date on which the hearing request is received.  
 6-1 Sec. 766.058. CIVIL PENALTY. (a) The owner of an outdoor  
 6-2 shooting range is liable for a civil penalty of \$50 for each  
 6-3 violation that occurs after the 60th day after the date the  
 6-4 department notifies the owner of the violation. Each day that the  
 6-5 violation continues constitutes a separate violation. The  
 6-6 aggregate amount of the penalties assessed under this section for  
 6-7 all days that a violation continues may not exceed \$500.  
 6-8 (b) The attorney general or the appropriate district  
 6-9 attorney, criminal district attorney, or county attorney shall  
 6-10 recover the civil penalty in a suit on behalf of the state. If the  
 6-11 attorney general brings the suit, the penalty shall be deposited in  
 6-12 the state treasury to the credit of the general revenue fund. If  
 6-13 another attorney brings the suit, the penalty shall be deposited in  
 6-14 the general fund of the county in which the violation occurred.  
 6-15 Sec. 766.059. CRIMINAL PENALTY. (a) The owner of an  
 6-16 outdoor shooting range commits an offense if the owner  
 6-17 intentionally, knowingly, or recklessly violates this chapter and  
 6-18 that violation results in injury to another person.  
 6-19 (b) An offense under this section is a Class C misdemeanor,  
 6-20 except that if it is shown on the trial of the defendant that the  
 6-21 defendant has previously been convicted of an offense under this  
 6-22 section, the offense is a Class A misdemeanor.  
 6-23 (Sections 766.060-766.100 reserved for expansion  
 6-24 SUBCHAPTER C. CONSTRUCTION AND MAINTENANCE OF CERTAIN  
 6-25 OUTDOOR SHOOTING RANGES  
 6-26 Sec. 766.101. APPLICATION OF SUBCHAPTER. An outdoor  
 6-27 shooting range must be constructed and maintained in accordance  
 7-1 with this subchapter.  
 7-2 Sec. 766.102. RANGE CONSTRUCTION. (a) If an occupied  
 7-3 structure is located within the safety fan for an outdoor shooting  
 7-4 range, the outdoor shooting range must:  
 7-5 (1) be constructed with:  
 7-6 (A) a backstop berm;  
 7-7 (B) a berm on each side of the firing area;  
 7-8 (C) a ricochet catcher; and  
 7-9 (D) an eyebrow; and  
 7-10 (2) have in place overhead baffles and ground baffles,  
 7-11 if required by Section 766.107.  
 7-12 (b) If an occupied structure is not located within the  
 7-13 safety fan for an outdoor shooting range, the outdoor shooting  
 7-14 range must be constructed with:  
 7-15 (1) a backstop berm; and  
 7-16 (2) a ricochet catcher.  
 7-17 Sec. 766.103. BACKSTOP BERM. The backstop berm must:  
 7-18 (1) be constructed of earthen materials;

- 7-19                   (2) be free, on each surface facing the firing line  
7-20 and to a depth of 24 inches below that surface, of rocks or other  
7-21 matter, including debris, capable of causing ricochets;  
7-22                   (3) be at least 20 feet in height;  
7-23                   (4) have a slope facing the firing line of at least 60  
7-24 degrees;  
7-25                   (5) be not more than 10 feet behind any target;  
7-26                   (6) extend parallel to the firing line; and  
7-27                   (7) be of a length to at least intersect the lines  
8-1 perpendicular to and at each end of the firing line.  
8-2                   Sec. 766.104. SIDE BERM. Each side berm must:  
8-3                   (1) be constructed of earthen materials;  
8-4                   (2) be free, on each surface facing the firing line  
8-5 and to a depth of 12 inches below that surface, of rocks or other  
8-6 matter, including debris, capable of causing ricochets;  
8-7                   (3) be at least 10 feet in height;  
8-8                   (4) have a slope facing the center line of fire of at  
8-9 least 45 degrees; and  
8-10                  (5) extend from the line that is the extension of the  
8-11 firing line to the backstop berm.  
8-12                  Sec. 766.105. RICOCHET CATCHER. The ricochet catcher must:  
8-13                  (1) be installed along the full length and within four  
8-14 feet of the top of the backstop berm; and  
8-15                  (2) run perpendicular to and extend outward at least  
8-16 six feet from the surface of the backstop berm facing the shooter.  
8-17                  Sec. 766.106. EYEBROW. The eyebrow must be constructed over  
8-18 the shooting area to obscure from the shooter's view the upper  
8-19 one-half of the backstop berm.  
8-20                  Sec. 766.107. BAFFLES. (a) An outdoor shooting range that  
8-21 is longer than 25 yards but not longer than 100 yards must have at  
8-22 least five overhead baffles.  
8-23                  (b) An outdoor shooting range that is longer than 100 yards  
8-24 must have at least 10 overhead baffles.  
8-25                  (c) An overhead baffle must be:  
8-26                   (1) at least four feet in height;  
8-27                   (2) installed so that the bottom of the baffle is not  
9-1 more than seven feet from the surface of the ground;  
9-2                   (3) constructed of materials incapable of penetration  
9-3 by a projectile fired by the largest caliber weapon permitted to be  
9-4 fired on the range;  
9-5                   (4) designed in a manner that does not permit  
9-6 ricochets to leave the range; and  
9-7                   (5) spaced at approximately equal distances along the  
9-8 course of the range.  
9-9                  (d) An outdoor shooting range subject to Subsection (a) or  
9-10 (b) must have a ground baffle constructed beneath each overhead  
9-11 baffle.  
9-12                  (e) A ground baffle must be:  
9-13                   (1) at least 12 inches in height; and  
9-14                   (2) constructed of earth, steel, concrete, wood, or  
9-15 stone.  
9-16                  Sec. 766.108. MAINTENANCE. At least once during each  
9-17 five-year period, the owner or operator of an outdoor shooting  
9-18 range shall:  
9-19                   (1) remove lead accumulations from backstop berms; and  
9-20                   (2) remove lead shot from skeet, trap, and sporting  
9-21 clay ranges.  
9-22                  (Sections 766.109-766.150 reserved for expansion  
9-23                  SUBCHAPTER D. OPERATION OF OUTDOOR SHOOTING RANGE  
9-24                  Sec. 766.151. DUTIES OF OWNER OR OPERATOR. The owner or

9-25 operator of an outdoor shooting range shall ensure that the  
 9-26 operation of the range complies with this subchapter.  
 9-27 Sec. 766.152. CONTROLLED ACCESS REQUIRED. A person may not  
 10-1 operate an outdoor shooting range unless:  
 10-2 (1) the person controls access to the entire shooting  
 10-3 area, including the backstop berm, side berms, firing line, and any  
 10-4 area designated for the firing of shotguns; and  
 10-5 (2) the entire shooting area as described by  
 10-6 Subdivision (1) is securely enclosed by a fence that is:  
 10-7 (A) at least six feet in height; and  
 10-8 (B) securely gated.  
 10-9 Sec. 766.153. MINIMUM STANDARDS IF OCCUPIED STRUCTURE WITHIN  
 10-10 SAFETY FAN. A person may not operate an outdoor shooting range if  
 10-11 an occupied structure exists within the safety fan for the range,  
 10-12 unless:  
 10-13 (1) each target in the range is located not more than  
 10-14 300 yards from the firing line;  
 10-15 (2) the range does not permit or use:  
 10-16 (A) metal targets; or  
 10-17 (B) moving targets;  
 10-18 (3) each weapon, other than a handgun, is fired only  
 10-19 from a bench rest position; and  
 10-20 (4) a person authorized by the owner or operator of  
 10-21 the range and competent to supervise outdoor range shooting is  
 10-22 present on the firing line at any time a weapon is fired.  
 10-23 Sec. 766.154. DIRECTION OF FIRING. A person firing a weapon  
 10-24 at an outdoor shooting range shall fire the weapon only toward the  
 10-25 backstop berm.  
 10-26 Sec. 766.155. NOISE. A person may not operate an outdoor  
 10-27 shooting range if, at any property line of the shooting range, the  
 11-1 sound generated by the firing of weapons at the shooting range  
 11-2 exceeds 55 dB(A).  
 11-3 Sec. 766.156. TIME OF OPERATION. A person may not operate  
 11-4 an outdoor shooting range before 10:00 a.m. or after 7:00 p.m.,  
 11-5 local time.  
 11-6 (Sections 766.157-766.200 reserved for expansion  
 11-7 SUBCHAPTER E. SHOTGUNS  
 11-8 Sec. 766.201. DUTIES OF OWNER OR OPERATOR. The owner or  
 11-9 operator of an outdoor shooting range at which shotguns are fired  
 11-10 shall ensure that the operation of the range complies with this  
 11-11 subchapter.  
 11-12 Sec. 766.202. MINIMUM STANDARDS FOR SHOOTING RANGE AT WHICH  
 11-13 SHOTGUNS ARE FIRED. A person may not operate or maintain an  
 11-14 outdoor shooting range at which shotguns are fired unless:  
 11-15 (1) a person authorized by the owner or operator of  
 11-16 the range and competent to supervise outdoor range shooting is  
 11-17 present on the firing line at any time a shotgun is fired;  
 11-18 (2) a person firing a shotgun toward a boundary of the  
 11-19 shooting range is more than 200 yards from that boundary; and  
 11-20 (3) the firing of a shotgun at the shooting range is  
 11-21 prohibited from firing into or over a drainage, watercourse,  
 11-22 recharge feature, or other unlined depression in which shotgun  
 11-23 pellets may accumulate.  
 11-24 Sec. 766.203. EXEMPTIONS. (a) The provisions of Subchapter  
 11-25 C, other than Section 766.108(2), do not apply to an outdoor  
 11-26 shooting range at which only shotguns are fired.  
 11-27 (b) Sections 766.153 and 766.154 do not apply to the firing  
 12-1 of a shotgun at an outdoor shooting range.  
 12-2 SECTION 2. Subchapter D, Chapter 756, Health and Safety  
 12-3 Code, is repealed.

12-4 SECTION 3. (a) Except as provided by Subsection (b) of this  
12-5 section, this Act takes effect September 1, 1999.

12-6 (b) Section 766.059, Health and Safety Code, as added by  
12-7 this Act, takes effect January 1, 2000.

12-8 SECTION 4. (a) Except as provided by Subsection (b) of this  
12-9 section, this Act applies to the operation of an outdoor shooting  
12-10 range on or after January 1, 2000.

12-11 (b) A person lawfully operating an outdoor shooting range  
12-12 immediately before January 1, 2000, is not required to comply with  
12-13 the applicable requirements of Subchapters C, D, and E, Chapter  
12-14 766, Health and Safety Code, as added by this Act, before June 1,  
12-15 2000. A person operating an outdoor shooting range under  
12-16 Subchapter D, Chapter 756, Health and Safety Code, immediately  
12-17 before January 1, 2000, is governed by that subchapter until June  
12-18 1, 2000, and that law is continued in effect for that purpose.

12-19 SECTION 5. (a) The penal provisions of Chapter 766, Health  
12-20 and Safety Code, as added by this Act, apply only to an offense  
12-21 committed on or after January 1, 2000. For purposes of this  
12-22 section, an offense is committed before January 1, 2000, if any  
12-23 element of the offense occurs before that date.

12-24 (b) An offense committed before January 1, 2000, is covered  
12-25 by the law in effect immediately before September 1, 1999, and the  
12-26 former law is continued in effect for this purpose.

12-27 SECTION 6. The importance of this legislation and the  
13-1 crowded condition of the calendars in both houses create an  
13-2 emergency and an imperative public necessity that the  
13-3 constitutional rule requiring bills to be read on three several  
13-4 days in each house be suspended, and this rule is hereby suspended.



*Impact Fees Work:  
Growth Paying for Growth*

**Introduction:** Impact fees, also known as development fees, mitigation fees, and system development charges, are direct monetary charges imposed by local governments on property developers. As federal and state dollars to local governments have declined, as the long-term costs of unbridled growth have resulted in higher taxes and a reduction in public services, and as the cost of maintaining, augmenting, and installing new infrastructure has skyrocketed, impact fees have become an effective way for local governments to meet infrastructure and public facility demands.

Despite the fact that legislation enabling impact fees is often vague and judicial guidance unclear, over thirty-six states use impact fees. Sixteen states have statewide legislation specifically authorizing localities to impose impact fees. Seven other states have more general enabling legislation. In such places, impact fees finance a variety of public facilities and services, including roads, police and fire, water, sewage, drainage, schools, museums, parks, and even government offices.

In Washington State impact fees are authorized by the 1990 and 1991 Growth Management Act. While over thirty-seven Washington counties collect impact fees, the purpose, scope and consequences of impact fees have been the subject of much debate and considerable misunderstanding. Five observations may be made about Washington State's experience with impact fees.

- Impact fees encourage development predictability.
- Impact fees encourage free-market principles.
- Impact fees help abate tax increases while maintaining public services.
- Impact fees benefit taxpayers, home buyers, and private developers.
- Impact fees promote sustainable economic development.

*What Do the Experts Say?  
Impact Fees Are Reasonable*

**1. Impact Fees Encourage Development Predictability, Which May Reduce the Cost of Housing:** Whether or not impact fees raise or lower the cost of housing is often debated, and indeed the answer may vary depending upon the market and the fees, among other things. When consistently applied, however, impact fees result in greater land use predictability, which is good for developers, and good for consumers, because greater land-use predictability can lead to more affordable housing prices, greater environmental protection, and a more predictable supply of housing stock. Here is what several experts have to say on the matter:

"Impact fees can help achieve predictability and consistency in the development process, an outcome that would not only assure communities of adequate services, but could also reduce the effects of fees and development delays on the price of housing, provided that they are accompanied by adequate, in-depth planning." (Impact Fees: Recommendations for the Region's Policy Makers, Seattle: King County Commission on Impact Fees, 1992: 13)

"The chief advantages of impact fees are their predictability and, potentially, their reasonableness." (Douglas R. Porter, "Will Developers Pay to Play," APA Journal (Winter 1988): 74)

"Impact fees allow you to keep up a supply of developable land in the stream a

little bit better than the status quo . . . People say impact fees raise the price of housing. Actually, I have studies that show that impact fees reduce the price of housing, because supplies match more carefully the real demand, and you don't artificially raise prices by failing to increase the supply of buildable land." (Chris Nelson, *Impact Fees Symposium Proceedings*, Appendix B. Seattle: University of Washington, 1992: 15)

"Generally, I would say that impact fees are fair simply because they provide a more predictable land development review process. And that, in the long run, I view as desirable, because it reduces private sector and public sector costs which then reduces the cost of planning and of housing and other products, so that ought to be good." (Charlie Siemon, *Impact Fees Symposium Proceedings*, Appendix B. Seattle: University of Washington, 1992: 7)

### *Impact Fees: Free Market Solution*

**2. Impact Fees Encourage Free-Market Principles:** An impact fee is not a tax, it is a fee that developers pay to receive services essential to their developments. Judicial rulings have upheld the legitimacy of impact fees only when there is a necessary relationship between the fee and the expected benefit. In other words, governments may not collect impact fees from developers for capital works projects unrelated to their development. Developers pay for services that directly benefit their development, services that would otherwise be subsidized by the public at large. A recent study by the Columbia Public Interest Policy Institute identified a \$2.87 billion annual subsidy to new housing in Washington State (2000). In some states, taxpayers subsidize new houses as much as \$83,000.00 per dwelling through public infrastructure subsidies. By removing public infrastructure subsidies, impact fees help encourage free-market principles because the cost of the product is more accurately reflected in its price. Here is what the experts have to say:

"[I]mpact fees impose economic discipline on land development decisions by requiring development to absorb the costs of providing new services and facilities. That argument goes beyond merely demanding that new development pay its own way. If development is subsidized to any extent, as when communities extend facilities to undeveloped tracts of land in anticipation of growth, development may take the form of inefficient sprawl. Local officials see impact fees as a way to force the market to develop only when it is possible without subsidies. Community officials can defend development approvals on the grounds that the development not only pay its own way but that the market is ready for such development at that time in their community." (Arthur C. Nelson, "Development Impact Fees," *APA Journal Winter* (1988): 4)

"The costs of growth are little known, poorly understood and typically understated. A partial analysis of the public infrastructure costs associated with construction of a typical single-family house, including public facilities for schools, sewer, storm drainage, roads, water service, parks and recreation, fire protection, is \$24,502 per house." (Eben Fodor, "The Real Cost of Growth in Oregon," *Population and Environment: A Journal of Interdisciplinary Studies* 18.4 (March 1997): 389)

"And in terms of efficiency, I guess that's saying that impact fees are an improvement in efficiency. The fee gives you a way of coming closer to quantifying and assessing the true costs of new development." (Chris Nelson, *Impact Fees: Recommendations for the Region's Policy Makers*, Seattle: King County Commission on Impact Fees, 1992: 19).

### *Impact Fees Reduce New Taxes*

**3. Impact Fees Help Abate Tax Increases While Maintaining Existing Levels of Service:** Over the years, it has become apparent that uncontrolled growth often results in higher taxes and reduced levels of service. New development that contributes to increased traffic congestion, for example, negatively impacts

commuting times, which in turn results in a loss in time and money for commuters and their employers. In cases such as this, the real cost of development is realized by the entire community through an incremental lowering of service standards and increased taxes. Impact fees help maintain existing service levels and existing tax levels by requiring new developments to help finance capital facilities necessary to serve their development. Here's what the experts say: "Are local Taxpayers going to be willing to increase their water bills by five or ten fold to build a whole new water or sewer system, when they pay the full boat? That's how much the fees would be in some calculations. No, they don't want to pay those higher costs, they want the people who really cause the need for those facilities to pay that cost. And so, from a taxpayer's point of view, impact fees are fair." (Chris Nelson, Impact Fees Symposium Proceedings, Appendix B. Seattle: University of Washington, 1992: 5)

"It is now widely assumed that, in the absence of exactions, development will result in local tax increases or service cutbacks." (Alan A. Altshuler and Jose A. Gomez-Ibanez, Regulation for Revenue: The Political Economy of Land Use Exactions. Washington DC: Lincoln Institute of Land Policy, 1993: 48.)

"The point is that impact fees are a necessary means of raising revenue to pay for the full spectrum of community facilities and programs needed for urban settlements, absent federal and state funding and other sources of local revenue." (David R. Godschalk, "In Defense of Growth Management," APA Journal (Autumn 1992): 423)

"To the extent that impact fees help create greater certainty and stability in the supply of buildable land, they may actually enhance the affordability of housing and the availability of public services, such as roads, parks and schools, for new populations. As a result, impact fees may enhance the region's capacity to expand public services concurrently with population growth." (Impact Fees: Recommendations for the Region's Policy Makers, Seattle: King County Commission on Impact Fees, 1992: 19)

### *Impact Fees Benefit All*

**4. Taxpayers, Home Buyers, and Developers Benefit from Impact Fees:** Development impact fees create benefits for everyone -- that's one reason why over thirty-nine states have adopted legislation enabling local governments to sanction impact fees. When developers pay impact fees, they know in advance that their developments will be approved. This brings a predictability to land use development that is beneficial to developers. Similarly, the public knows in advance that funds will be available to provide adequate capital facilities to accommodate new development.

"The widespread use of impact fees has meant that more and more developers are sharing in the cost of such public facilities as water and sewer systems, roads, parks, and schools. More recently, linkage programs have been used to make sure that new development pays for a share of its impact on social services. In both cases, the public and developer benefit." (Arthur C. Nelson et. al., "New-Fangled Impact Fees," Planning (October 1992): 20)

"Even developers benefit [from impact fees] insofar as they receive permissions that would otherwise have been blocked by community opposition." (Alan A. Altshuler and Jose A. Gomez-Ibanez, Regulation for Revenue: The Political Economy of Land Use Exactions. Washington DC: Lincoln Institute of Land Policy, 1993: 49.)

"One of the primary reasons that impact fees have emerged as a preferred means of contending with the effects of development on communities is that impact fees offer greater certainty to developers with regard to both process and cost." (Impact Fees: Recommendations for the Region's Policy Makers, Seattle: King County Commission on Impact Fees, 1992: 28)

"If Developers have experienced citizen resistance to growth or the adoption of moratoriums because of inadequate facilities, they are likely to embrace impact fees as a workable alternative. Moreover, once developers have painfully negotiated informal exactions with planning boards and city councils, they may yearn for the relative certainty of pre-stated fees. In practice, therefore, developers may favor fees as a better way of doing business." (Douglas R. Porter, "Will Developers Pay to Play?" American Planning Association Journal (Winter 1988): 72).

### *Impact Fees: That's Smarter Growth*

**5. Impact Fees Promote Sustainable Economic Development:** Unlike growth controls, impact fees do not discourage economic development. Because impact fees help remove public subsidies to developers, the market responds more efficiently to consumer demand and choice, thus encouraging qualitative rather than quantitative economic growth. In fact, in many cases impact fees result in more predictable, more sustainable levels of long-term growth. Here's what the experts say:

"However, impact fees will not stop or even significantly reduce growth - instead they provide one means of helping to finance public facilities to accommodate growth." (Impact Fees: Recommendations for the Region's Policy Makers, Seattle: King County Commission on Impact Fees, 1992: 4)

"Impact fees, after all, provide a means of accommodating growth and development." (Douglas R. Porter, "Will Developers Pay to Play," APA Journal (Winter 1988): 73)

"Do impact fees discourage home-building or financing for housing construction? I'd have to say no. There's a trade-off for the predictability that the fee offers, and the assurance that benefits received - the facilities needed to serve development - may actually even be more desirable." (Chris Nelson, Impact Fees: Recommendations for the Region's Policy Makers, Seattle: King County Commission on Impact Fees, 1992: 19).

"And to the extent that impact fees provide a greater inducement for good comprehensive planning, they may encourage a more thoughtful and rational pattern of long term growth." (Impact Fees: Recommendations for the Region's Policy Makers, Seattle: King County Commission on Impact Fees, 1992: 19)

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Read about Washington State's \$2.87 billion annual subsidy to new housing by ordering:

**The Cost of Growth in Washington State**  
by Eben Fodor  
call 1-888-200-6160

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For more information, including a complete bibliography on Impact Fees and Related Topics,  
Contact:

**The Columbia Public Interest Policy Institute**  
10020 Main Street Suite A #358 - Bellevue, Washington 98004  
1-888-200-6160 - [www.columbiapolicy.org](http://www.columbiapolicy.org)

< [HOME](#) >

### *Impact Fees Work -- Growth Paying For Growth*

- >Impact fees encourage development predictability
- >Impact fees encourage free-market principles
- >Impact fees help abate tax increases while maintaining public services
- >Impact fees benefit taxpayers, home buyers, and private developers

### *What do expert say? -- Impact Fees Are Reasonable*

When consistently applied impact fees result in greater land use predictability, which is good for developers and good for consumers, because greater land-use predictably can lead to more affordable housing prices.

"I have studies that show impact fees reduce the prices of housing, because supplies match more carefully the real demand." (Chris Nelson, Impact Fees Symposium: University of Washington, 1992)

### *Impact Fees: Free Market Solution*

An impact fee is not a tax, it is a fee that developers pay to receive services essential to their developments. Developers pay for services that directly benefit their development, services that would otherwise be subsidized by the public at large.

### *Impact Fees Benefit All*

"Even developers benefit from impact fees insofar as they receive permissions that would otherwise have been blocked by community opposition" (Alan A. Altshuler and Jose Gomez-Ibanez, Washington DC: Lincoln Institute of Land Policy, 1993)

"Moreover, once developers have painfully negotiated informal exactions with planning boards and city councils, they may yearn for the relative certainty of pre-stated fees. In practice, therefore, developers may favor fees as a better way of doing business," (Douglas R. Porter, 'Will Developers Pay to Play?' American Planning Association Journal (Winter 1988)).

### *Impact Fees: That's Smarter Growth*

"However, impact fees will not stop or even significantly reduce growth -- instead they provide one means of helping finance public facilities to accommodate growth." Seattle: King County Commission on Impact Fees, 1992)

### *School Facilities Cost*

"The costs are deferred and paid for over time in new bond issues for that new school", said Jeff Cain, Executive Director of the Columbia Institute. "These costs need to be put into the house up front. Growth needs to be paid by those who are profiting from it." (The Institute estimates new school facilities cost \$9,815, per student.)

Submitted by Jack Darragh. All the above excerpted from the Columbia Public Interest Policy Institute, Bellevue, WA, study on growth and impact fees. Copy of impact fee study quoted from given to Secretary of the Gig Harbor City Council.

### Addendum to October 4 memorandum

I would like to expand on our reasons for saying that the Erickson Street, passing through Spinnaker Ridge, is different from other situations in the City.

First, some comparison has been made of Erickson Street to Briarwood Lane and to the street through Fairway Estates. We do not think these are similar to our situation at all.

Briarwood Lane is wider than Erickson Street. Different from Erickson, Briarwood has a few streetlights, has shoulders, no driveway makes direct entry onto the street and no homes face onto Briarwood.

If Erickson were a through street, traffic would have a long straight away from Kimball to the hill in Spinnaker Ridge. A vehicle could attain a high rate of speed by the time it comes to the curve down the hill in Spinnaker Ridge. Curves on Briarwood Lane begin soon after entering the street. This helps control some of the vehicular speed.

The City has recognized Briarwood as needed for traffic flow from 38<sup>th</sup> Avenue to Point Fosdick Drive by including it in the Gig Harbor Six-Year Transportation Improvement Plan. Briarwood is the only connector from 38<sup>th</sup> Avenue to Point Fosdick. If it did not exist, those residents living South of Briarwood on 38<sup>th</sup> Avenue, needing to use Point Fosdick Drive, would have to drive to 56<sup>th</sup> Street and then along Olympic Drive. This would add more traffic to the very busy Olympic Drive/Point Fosdick intersection. To travel from one end of Briarwood to the other, via 56<sup>th</sup> Street, Olympic Drive, and Point Fosdick Drive is almost two miles. This is approximately 1.4 miles further than driving directly along Briarwood Lane.

Hunt, Grandview, and Pioneer are connectors from Soundview to Kimball. They provide for traffic flow between Soundview and Kimball. To travel from one end of Erickson Street to the other via Hunt Street or Grandview is only .8 mile. Driving along Erickson Street from the intersection of Soundview and Erickson to Kimball would save less than .5 mile.

One end of Erickson Street is in a commercial area. If Erickson were a through street, there would be a potential for increased commercial traffic. Briarwood Lane is already a through street, neither end of which is in a commercial area.

Fairwood Estates has a street running through it that connects 36<sup>th</sup> Street to Point Fosdick Drive. The street off Point Fosdick Drive is 39<sup>th</sup> Street, while the end off 36<sup>th</sup> Street is 26<sup>th</sup> Avenue Court. There are several differences between this street and Erickson. This street is not a straight-line connection between 36<sup>th</sup> and Point Fosdick. It winds through the development, which keeps the speed of the traffic at a minimum. There is very little incentive for traffic to cut through Fairway Estates because it is not shorter or faster to use this street. The distance from one end of the street to the other via 36<sup>th</sup> and Point Fosdick is .3 mile. The distance from one end to the other, going through Fairway Estates, is also .3 mile.

Another thing that makes the Erickson Street situation unique is the concentration of senior citizens living in the area. I mentioned before that more than 90% of Spinnaker Ridge residents are seniors. In addition, two retirement residences, Laurelwood and Sound Vista, are in the area. These people can presently safely walk for exercise and to the shops on Kimball Avenue. I am also concerned about additional traffic on Erickson mixing with senior citizen drivers.

Spinnaker Ridge differs from other developments in that our residents pay a monthly maintenance fee for upkeep of the common area. Part of this maintenance is for the storm retention ponds, drainage system and related facilities. This was a requirement of the original plat approval. The responsibility is part of Article 4 of the Spinnaker Ridge covenants. The residents have paid for the upkeep of the City right-of-way along Erickson Street including the common property along the drainage ditches.

Finally, the Erickson Street situation is unique because the Council is considering whether to open a street that has been a dead end street for at least 15 years. It is not considering whether to close a through street.

**SPINNAKER RIDGE COMMUNITY ASSOCIATION, INC.**

August 23, 2001

TO: Mayor Gretchen Wilbert and City Council Members  
FROM: John Gorow, President, Spinnaker Ridge Community Association, Inc.  
RE: Erickson Street

I see from reading the Gateway, the council is considering whether to remove the gate on Erickson Street. This has caught the Spinnaker Ridge Community Association a little off guard. Last April I talked with the Public Works Director to get information on why the City had opened the gate because I wanted to send out a notice to the Spinnaker Ridge residents. He explained it was because of the work on Kimball. During our discussion, he assured me that he had no desire to permanently open the gates on Erickson Street. Apparently, that has changed.

The Spinnaker Ridge Community Association is adamantly opposed to the removal of the gate on Erickson Street. The Spinnaker Ridge Board of Trustees has asked me to present our reasons to the Mayor and Council.

In March 1985, the preliminary plat approval for Spinnaker Ridge included the provision that Erickson Street be dedicated to the City. In addition, Erickson Street was not to extend through the westerly boundary of the development. In January 1986, the Council passed final plat approval with these provisions. This condition included the phrase "...that at some future date should the City require that the street be extended through, that it be done." Our association does not feel there are conditions that now "require" the street to be extended. In fact, there are many safety issues, and issues that relate to cohesive neighborhoods that indicate the gate not be removed.

Erickson Street bisects the Spinnaker Ridge neighborhood. The gate at the West entrance to Spinnaker Ridge makes Erickson a dead end street from Soundview Avenue through Spinnaker Ridge. For the past 15 years, those purchasing homes in Spinnaker Ridge have done so with the understanding that a through street did not bisect the community. The gate is not locked so emergency vehicles can pass through it.

I would like to describe Spinnaker Ridge for those of you who may not be familiar with our unique community. There are 58 homes in Spinnaker Ridge. Approximately 95% of the residents are retired and senior citizens. Six cul-de-sacs enter into Erickson Street, which is located on a steep hill. There are three short driveways emptying directly onto Erickson. One of these is on a very steep hill. There is one asphalt sidewalk on the South side of Erickson. This sidewalk is away from the street. Drainage ditches run down both sides of Erickson through Spinnaker Ridge. Spinnaker Ridge residents pay for the landscaping along these drainage ditches, which keeps them flowing.

The layout of Spinnaker Ridge is very pedestrian friendly. It allows for a safe flow for the neighbors to visit one another, walk to Soundview and Kimball Avenues, and to stroll



around the community, which is important in this close-knit community. The public also uses this street and the sidewalk as a pedestrian walkway between Soundview and Kimball. It has become a favorite pedestrian route for walkers.

The opening of Erickson would bring many safety issues to the forefront. Increased vehicular traffic will cut our neighborhood in half. Trying to control the speed of vehicles coming down a grade like on Erickson is very difficult. It will be much more difficult for neighbors, many of whom have physical problems, from easily moving around. Those residents living on the North side of Erickson now have no trouble strolling up the street to get to their destination. However, increased traffic will require them to cross a busy street to get to the sidewalk.

Increased traffic will also lead to a very dangerous situation at the intersection of Erickson and Soundview. Presently, it can be very difficult to make a left turn from Erickson. I have no doubt more cars turning onto Soundview at that location will lead to a number of accidents.

Another safety concern we have lies to the West of the present gate. There is no sidewalk past the apartments on Erickson. Beside Spinnaker Ridge residents, I note there are several people who live at Sound Vista Retirement Complex that use MacDonald and Erickson for walking. In addition, there is a children's play area on the apartment grounds near the corner of Erickson and MacDonald. There is no sidewalk or buffer between this play area and the automobile traffic. Increase traffic on Erickson will make these situations even more dangerous.

Gig Harbor is very fortunate. Along Soundview Drive, between Hunt and Grandview Streets, streets on the West side of Soundview are dead end. This provides an opportunity for unique, safe neighborhoods to develop, and not be split by commercial and through traffic.

There is adequate traffic circulation in the area. Hunt and Grandview provide vehicular access to Kimball Avenue. Pioneer provides shorter travel distance to downtown from locations on Kimball than would travel through Spinnaker Ridge. It is the opinion of the Spinnaker Ridge Community Association that any convenience the opening of Erickson may allow, does not compare with the safety issues discussed here.

I recently did a very quick review of some recent writings related to the importance of neighborhoods in a community. In summary, I would just say, the opening of the Erickson Street gate is just the opposite of what many say cities should be doing to encourage the development of healthy and vital neighborhoods. They are seeking ways to close neighborhood streets as a means of preventing crosscut traffic through neighborhoods. At the same time, they want to provide pedestrian access between neighborhoods and commercial areas. Quoting from the draft of the Burlington, Vermont Legacy Project, "...a quality environment – free of heavy traffic, noise, and the fear of crime and violence, with plenty of open space for recreation and community gatherings – is critical to maintaining healthy neighborhoods."

One example is in Tempe, Arizona. They have closed many neighborhood streets to major arterials as a means of preventing crosscut traffic through neighborhoods. They feel this softens the divisive effects of arterial streets on neighborhoods. I have also heard that Seattle has closed some streets because of safety and neighborhood concerns.

We would like to make one comment about the concern that taxpayers have paid for Erickson and so should be able to use it. Anyone can use Erickson Street. It is not a through street (like any other dead end street) for anyone, including Spinnaker Ridge residents. The cost of the section of Erickson through Spinnaker Ridge has been minimal to city taxpayers. The developer built the street and gave it to the city. I do not have the figures, but I would guess that maintenance costs for the street have been minimal. I would question if the street were dedicated to the City today whether it would be accepted. I am sure there would be questions regarding sidewalks, street width, slope of the street, curbs, and lighting.

For all the reasons above, the Spinnaker Ridge Community Association strongly urges the City Council not to make Erickson a through street. The safety concerns alone should influence your decision as to whether or not to open Erickson Street.

Thank you for taking the time to read this. Our neighborhood will continue to work with the City to provide emergency access when needed. If you have any questions, do not hesitate to call me at 853-6568.

Sincerely,

John H. Gorow  
President, Spinnaker Ridge Community Association

**SPINNAKER RIDGE COMMUNITY ASSOCIATION, INC.**

October 8, 2001

TO: Mayor Gretchen Wilbert and City Council Members  
FROM: John Gorow, President, Spinnaker Ridge Community Association, Inc.  
RE: Erickson Street

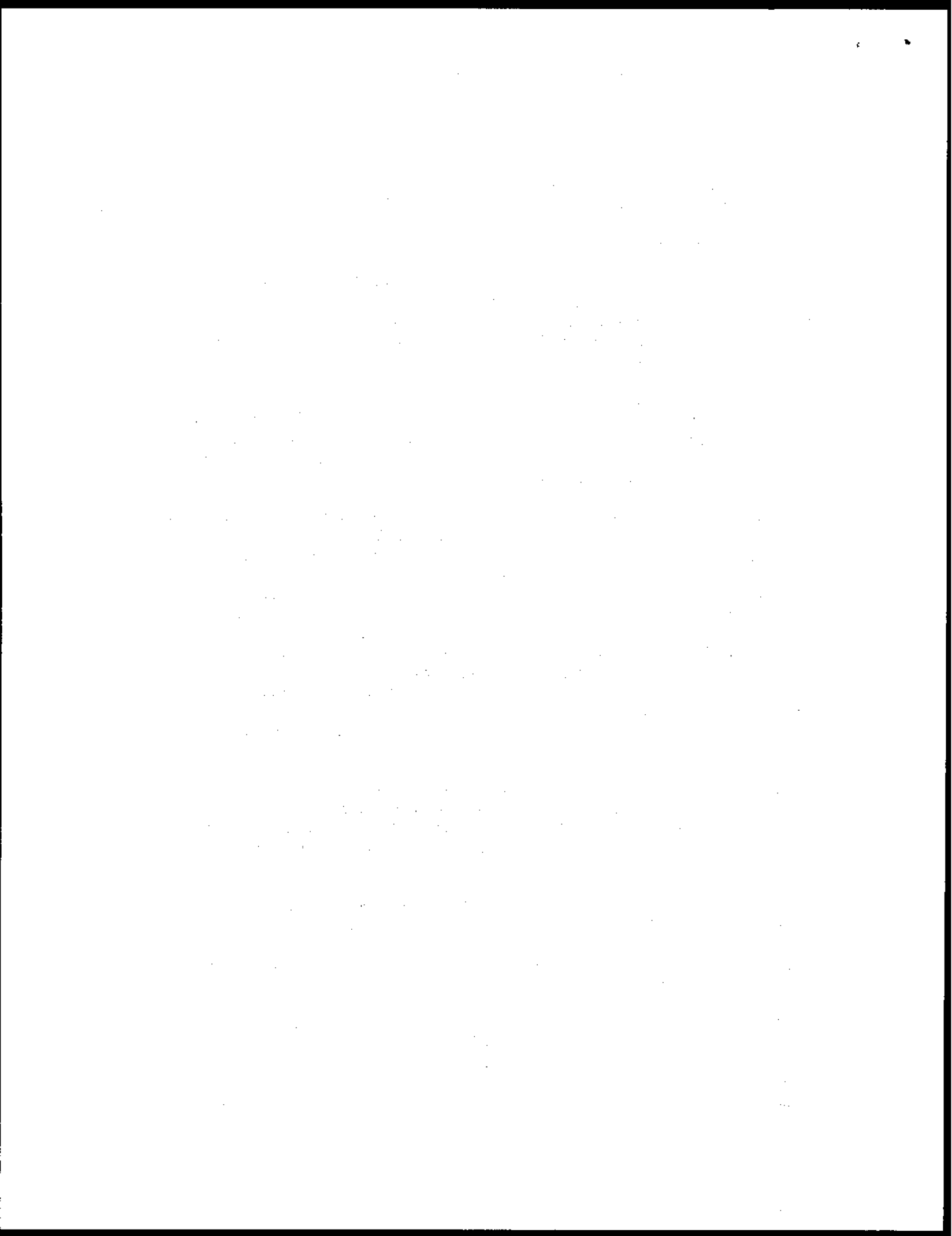
August 23, 2001 I wrote you a memo indicating that the Spinnaker Ridge Community Association is adamantly opposed to removal of the gate on Erickson Street. That memo was followed by a presentation at the August 27 City Council meeting. I am assuming that memorandum and this one will be included as part of the public record regarding this issue. This new memorandum will reinforce and expand on the previous presentation.

Our concern for safety is the essence of our argument for the gate remaining on Erickson Street. Safety not only for the residents of Spinnaker Ridge, but safety for those pedestrians who use Erickson and MacDonald Streets, those who live in the retirement homes on MacDonald and Erickson, the residents of the apartments on Erickson, the children who use the apartment play area, and the vehicles that would use Erickson if it were made a through street.

The situation of Spinnaker Ridge and Erickson Street is unique in the City of Gig Harbor. I have toured the City to find other areas that may be similar to Spinnaker Ridge. I do not find any. Spinnaker Ridge is unique as a development. Erickson, as a through street, would be the only one that separates a contiguous neighborhood. The effect of Erickson Street being a through street on Spinnaker Ridge is much greater than any other situation in the City. In fact, I did not see any development where a through street bisects the common area. Quail Run/Herronwood has two sections that Briarwood Lane separates, however the street is much wider, and built to a higher standard than Erickson. Briarwood is on the Gig Harbor Six-Year Transportation Improvement plan. In addition, Quail Run has distinct neighborhoods most of which are buffered from the Briarwood Lane. Nothing requires these residents to walk along the dividing street. Erickson Street is on a very steep hill through Spinnaker Ridge, is very narrow, there is no sidewalk on the north side, there are no shoulders, there is no lighting, and there are driveway entrances onto Erickson.

At the Council's August 27 meeting, the Director of Public Works told the Council that Erickson Street was designed as a collector arterial, and that it met the standards for such a street. Nowhere in the City transportation plan is Erickson mentioned as a collector arterial street. Erickson Street somewhat meets what is described in the Public Works Standards as a neighborhood collector. However, Erickson does not meet the physical standards of a neighborhood collector. Neighborhood collector streets are to have minimum pavement width of 28' - 40'. The section of Erickson through Spinnaker Ridge is approximately 24' - 24 1/2'. Sidewalks are to be 5' 5" on both sides. Spinnaker Ridge has one asphalt sidewalk of width 4' 3". Other through streets in Gig Harbor developments more closely meet the physical standards of a neighborhood collector. The section of Erickson Street through Spinnaker Ridge most resembles what is defined in the Public Works Standards as a "Private Street."

Erickson Street is a very pedestrian friendly street with the gate closed. Many citizens from outside Spinnaker Ridge have found this street to be a safe walking area. Residents living on Erickson and on Weatherglass Lane, most of who are senior citizens, must walk up or down the street to find a place to cross Erickson to the side where the sidewalk is. This is because of the drainage ditches on both sides of Erickson. All Spinnaker Ridge residents living on Erickson or



on cul-de-sacs on the north side of Erickson must cross the street to get to the community clubhouse and recreation area. In addition, those residents living on Erickson must walk up the street to cross over to their mailboxes. Increased traffic on Erickson will make these situations more dangerous. Other developments in Gig Harbor, which I visited, do not have this type of dangerous situation.

Making Erickson a through street also affects the section of Erickson on the west side of the gate. There are two retirement homes in the area. Laurelwood is on Erickson, and Sound Vista, an assisted living facility, is on MacDonald. There is no sidewalk past the apartments on Erickson. This has become a walking area for many people including the senior citizens who live in the area. In addition, there is a children's play area on the apartment grounds near the corner of Erickson and MacDonald. There is no sidewalk or buffer between this play area and the automobile traffic. Increased traffic on Erickson will have potential safety ramifications on the west side of the present gate.

If Erickson were to be open, the design of the plat would have been different. For example, lots 1,2, and 3 probably would not have been allowed to exist in their present form. The driveways for these lots are much too dangerous for a street as narrow and steep as Erickson with through traffic. The steep hill through Spinnaker Ridge makes it very difficult to keep at the speed limit. A speed limit of 25 miles per hour would be too much for a street this narrow, with driveways emptying on it, and with pedestrians on the street.

Increased traffic on Erickson is dangerous to pedestrians, and to automobiles entering Erickson from driveways and cul-de-sacs. In addition, increased traffic flow from Erickson onto Soundview would add to a current problem. At times, it is very difficult to turn left from Erickson onto Soundview and from Soundview onto Erickson. Increased traffic will make that even more of a danger zone.

On the west side of the gate, other areas could pose danger to traffic if there is through traffic on Erickson. For example, at the Laurelwood retirement residence, a Pierce Transit Access van parks on Erickson to load and unload residents. The van takes up a large part of the right side of the street making it difficult for traffic on that side of the street to safely pass.

The complaints the Council has heard relating to Erickson Street being closed all related to problems that occurred during construction on Kimball Avenue. This was a trying time for all. However, now that the work on Kimball is completed these problems no longer exist.

Mileage checks show that making Erickson a through street provides no convenience to those living on the west side of the gate. Travel to downtown Gig Harbor is shorter along Kimball to Pioneer than going down Erickson to Soundview. It is easier to get to SR 16 via Kimball and Pioneer than going to Soundview. Travel to the Olympic Village area is only slightly shorter via Erickson; however, Hunt Street is the main connecting arterial between Kimball and Soundview. Hunt, Grandview, and Pioneer provide auto traffic circulation between Kimball and Soundview. The City's Transportation Plan designates Pioneer and Hunt as Minor Arterials and Grandview as a Collector Arterial. Erickson does provide safe pedestrian and bicycle access between Kimball and Soundview.

Continued closure of Erickson Street does not affect public health and safety. Emergency access is available. In fact, we are presently considering ways of improving that. This could include an Opti-Com gate and/or a Knox lock box. The Fire Marshall has shown us gates in Gig Harbor that meet Fire Department requirements. We have discussed the situation with a security gate

company. They have indicated that with a few changes the present gate could be equipped to meet required standards. We would like to meet with the City and/or Fire Department to determine the best thing to do.

At the August 27 meeting of the Council, the Director of Public Works stated that if Erickson were to be a dead end, it would have had a turning circle. The Gig Harbor Public Works Standards provide for a "Y" or "T" that allows for turning of emergency vehicles. There is a "T" at the intersection of Erickson with Port and Starboard Lanes. Both of these streets have turnarounds. In addition, the gate allows emergency vehicles to continue on Erickson.

In summary, the opening of Erickson to through traffic creates many safety issues. Increased traffic will affect the safety of residents of Spinnaker Ridge as well as many other community members. A through street will negatively influence the life of all of the Spinnaker Ridge residents. This situation is unique in Gig Harbor. No other neighborhood is impacted by a through street the way Spinnaker Ridge would be.

One option mentioned at the August 27 Council meeting was for the City to vacate the section of Erickson Street passing through Spinnaker Ridge. The Spinnaker Ridge Board of Trustees recently did a survey of the residents concerning this issue. The results of the survey indicate that the residents would accept street vacation if that is the only way to keep the gate closed on Erickson Street.

Since the City did not pay for construction of the section of Erickson Street passing through Spinnaker Ridge, Section 12.14.018D of the Municipal Code allows the City Council to vacate the street without any cost to the abutting property owners.

If the Council indicates that street vacation be a condition for keeping Erickson a closed street, the Spinnaker Ridge Board of Trustees will work with the City to see that it happens. This includes the initiation of a petition, if required, and the discussion of any easements required by the City.

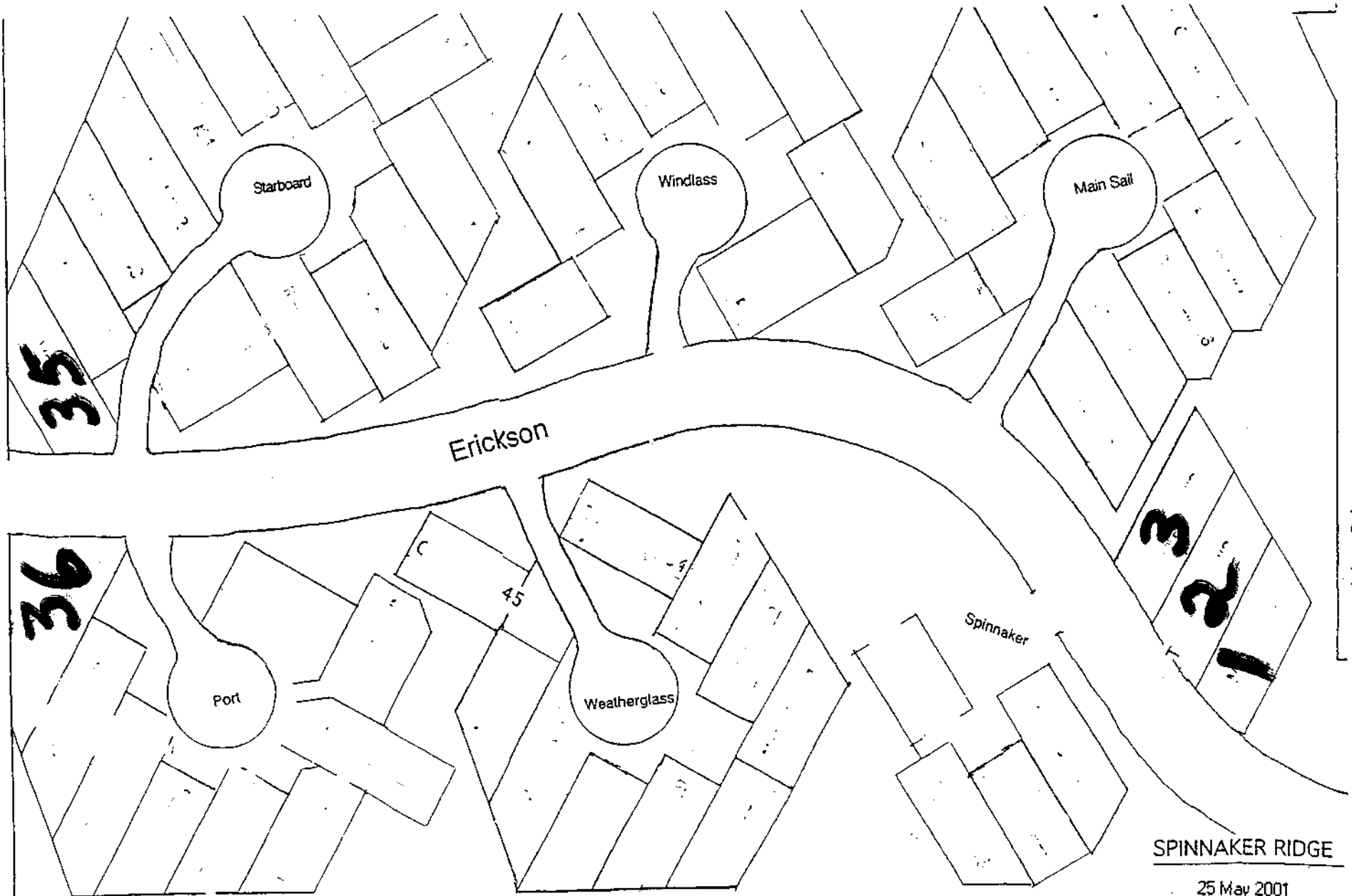
Thank you for taking the time to read this. If you have any questions, do not hesitate to call me at 853-6568.

Sincerely,

John Gorow  
President, Spinnaker Ridge Community Association, Inc.

CC: Mark Hoppen, City Administrator

MacDonald Avenue



Soundview Drive

SPINNAKER RIDGE

25 May 2001

**SHOULDER TO SHOULDER**

copyright 2001 Lorraine Hart

I know you're tired ~hurting through and through  
Let me reach out my hand to comfort you  
These are hard times, hard times  
Oh baby, these are hard times

*(CHORUS)*

*Hard times just make us stronger  
Freedom~Freedom makes us bolder  
And if we stand shoulder to shoulder  
We cannot fall*

You got your troubles~honey I got mine  
But they ain't nuthin' to what we face this time  
These are hard times, hard times  
Oh baby, these are hard times

*(CHORUS)*

We will not live in fear~we will not hate  
Honor the fallen~cry for their altered fate  
These are hard times, hard times  
Oh baby, these are hard times

Come on now and rest your weary head  
I'll be your water~ honey I'll be your bread  
These are hard times, hard times  
Oh baby, these are hard times

*(CHORUS)*

*REPEAT*



**FISHMERMEN'S MEMORIAL**

**PUBLIC ART PROGRAM**

**STATUS**

As of October 8, 2001  
Presented to:  
City of Gig Harbor Council  
Mayor Gretchen Wilbert  
Presented by:  
Shirley B. Tomasi

---

**PARTICIPANTS**

**Artist**

Alexandre Safonov

**In-Kind Contributors to the Program**

John Peter Ancich  
Randy Babbich  
Don Blischke  
Carl L. Branom & his Band  
Marion Ekberg  
Chris Erlich  
Marion Fuss  
Carol Kemp  
Don Ladd  
Paula and Cassandra Lane  
Gregg Lavrovich  
Lynne Lewis  
Lee Makovich  
Teresa Malich  
Claudette Manson  
Jim Mattern  
Laura Petrarca  
Robert Philpott -- Poseidon's Owner  
Angie Picchi  
PS Adventures (Puget Sound )  
Sylvia Replogle  
Rosemary Ross  
Mary Smith  
Lita Dawn Stanton  
Marilyn and Dave Tagert  
Mytle Torgesen  
Shirley Tomasi  
Gretchen Wilbert  
Tony Winters

## FUND-RAISING ACTIVITIES

### Fundraising Activities

Gig Harbor Key Peninsula Non-Profit Organizations – CAC/Fishermen's Memorial Presentation  
Fishermen's Memorial Brochure Distribution throughout the Region  
Gig Harbor Key Peninsula Cultural Arts Commission Advertisements  
    The News Tribune  
    The Peninsula Gateway  
    CAC Quarterly Insert  
        January – February – March – Separate Article  
        April – May – June – Separate Article  
        July – August – September – Separate Article  
        October – November – December/Vela Luka Croatian Dance Ensemble Article  
Gig Harbor Peninsula Historical Society – Brochure included in Newsletter Mailing  
Gig Harbor Key Peninsula Cultural Arts Commission – August 2001 Separate Letter Mailing  
Maritime Gig Boat Tours - June 2 – 3  
City Celebrations, Fairs, and Exhibits – Table Sales  
    Tee Shirts  
    Candy  
    Note Cards  
Ukulele Band – Jerisich Park 8/19/01  
Gretchen Wilbert – Gig Harbor Key Peninsula Cultural Arts Commission – Letter of  
    Invitation/Flyer to Vela Luka Croatian Dance Ensemble Fund-raising event  
    October – 2001  
"In Memory Of" Donations  
    John Peter Ancich  
    Mr. & Mrs. Rudi Fabris  
    Lynne Lewis "Grandfather" – Purseseiner  
    Mary and John Lovrovich  
    Robert Gaskill  
    Marco Malich  
    Michael Joseph Matich  
    John Milanovich,  
    Pete Milanovich.  
    Louis L. Olson  
    Antone Skansie  
    John R. Smith

### Events in Plan

Vela Luka Croatian Dance Ensemble/Oct 13<sup>th</sup>, 7:00pm, Chapel Hill Presbyterian Church  
    Plus the Tamburitans  
Tony Winters – Spiro's Proprietor Coordinating a Restaurant Event  
    Anthony's Restaurant – Agreed to have fund-raising event  
    Harbor Inn Restaurant – Agreed to have fund-raising event  
    Spiro's Restaurant – Agreed to have fund-raising event  
    Tides Tavern  
Jon H. Kvinsland D.D.S., P.S. Home Reception  
Tanya Stambuk – Concert Pianist Performance  
"Chairs" Program  
Net Shed Tour – TBD

## FUNDING STATUS

### INCOME

#### Gig Harbor Hotel/Motel Tax Grants – Written by Shirley Tomasi

\$10,000 – 2000	
\$20,000 – 2001	
	\$30,000 - 2002
<b>Gig Harbor Commercial Fishing Club Donation</b>	
	\$10,000 – 2000
<b>Total Community Donations</b>	
126	\$16,146.80
<b>Total Income</b>	<b>\$56,146.80</b>

### EXPENSE

Artist's First Installment	\$26,000
Second Installment Due October 31, 2001	
Third Installment Due April 30, 2002	
Brochures, Flyers, Note-Cards, Tee-Shirts, Mailings, etc.	\$ 8,600
<b>Total Expended</b>	<b>\$34,600</b>

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**Total Remaining  
In Public Art Program Account** \$21,546.80

**Forest Foundation Potential** \$ 5,000.00

**Total Statue Expense** \$78,000

## GRANTS STATUS

### Grant Under Consideration - Written - June 23, 2001 Submitted by Professional Grant Writer

Ben B. Cheney Foundation \$7,500 - Quarterly Schedule  
Encouraged to resubmit in November, 2001 for 2002 awards  
Gottfried and Mary Fuchs Foundation \$5,000  
Shirley Submitted Grant - 07/20/01  
Marcia Moe called to say we were to be considered this week 9/11/01  
However funding is severely cut back due to market drop.  
Florence B. Kilworth Foundation \$3,000 - September 15<sup>th</sup> Schedule  
William W. Kilworth Foundation \$3,000 - November 15<sup>th</sup> Schedule  
Paul Allen - Grant Writer will submit  
Starbucks - Grant Writer will submit

### Grants APPROVED - Submitted by Professional Grant Writer

Forest Foundation \$5,000 - August 15<sup>th</sup> Deadline  
\$80,000 must be secured to receive Grant

### Grants Declined - Written by Professional Grant Writer

The Russell Family Foundation \$5,000 - Believe Quarterly (March)  
Worthy project, but does not meet their guidelines

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### Grants Under Consideration - Written by Shirley Tomasi

Bank of America - July 18, 2001 \$3-5,000  
Titcomb Foundation (Peter Titcomb is a Weyerhaeuser) July 18, 01 \$2,000  
Morris Foundation 7/20/01  
Dimmer Family Foundation - 7/18/01  
June & Julian Foss Foundation  
Baker Foundation - 7/24/01  
Harbor Bank - 8/01/01  
Columbia Bank 8/13/01

### Grants APPROVED - Submitted by Shirley Tomasi

City of Gig Harbor Hotel/Motel Tax \$30,000  
Gig Harbor Lion's Club - \$ 100.00  
Rotary Club of Gig Harbor - \$250.00  
Gig Harbor Rotary Foundation - \$2,500.00 - Pledged  
Bristol Bay Reserve - \$500.00  
Gig Harbor Welcome Club - \$ 150.00  
Q.F.C. - Quality Food Centers, Inc. \$ 250.00  
Trident Seafood \$1,000.00

### Grant Declined - Written by Shirley Tomasi

Bill and Milinda Gates Foundation 07/20/01 \$5,000  
CenturyTel Decline to Participate 7/24/01  
Regence Blue Shield Supporting Children's Programs this year.  
Bank of America Decline to participate 8/13/01

## SUMMARY

### Project Current Status

Total Statue Expense \$78,000

Three Installments of \$26,000 each

**First Installment PAID**

Second Installment to be paid once the Clay Model is approved and ready for bronzing  
End of October 2001

Current Balance (\$21,500.37) is sufficient to begin the bronze process, but not  
to complete. Second payment of \$26,000 is short approximately \$3,500

Third and Final payment \$26,000 due at completion of project – April, 2002.

### Current Fund-raising Environment

The tragic events of recent past, and stock market decline, have had a negative impact on Grantor/Foundation gifts, causing additional concentration on fund-raising events and personal gifts.

Due to the current economy, foundry orders are being cancelled, thus the bronze can be completed earlier than originally scheduled. This means funds will be needed earlier, giving less time to fund-raise.

### Request to Council

The Gig Harbor Key Peninsula Cultural Arts Commission requests **City of Gig Harbor Council** approve, "set aside", \$30,000 fund allocation to ensure the **Fishermen's Memorial** project completion. This action will allow the Forest Foundation to contribute \$5,000, the statue to begin the bronze cycle, and the program to move forward with a completion date of April 2002.

**Proceeds from future Fishermen's Memorial fund-raising programs will also be applied to the fund, thereby lessening the total City of Gig Harbor funding allotment.** When the Fishermen's Memorial bronze statue expense is satisfied, remaining funds may be applied to plaques, installation, and or maintenance fees.

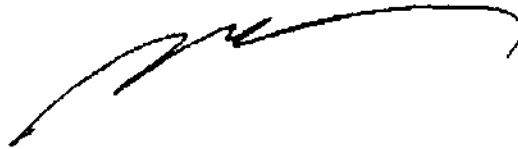
To: John Vodopich, Director Planning and Building Services, Gig Harbor, WA  
From: Greg Hoeksema  
Date: November 23, 2001  
Subj: Notice of Public Hearing re: Appeal of Hearing Examiner's Decision ICO Steve and Janis Denton

Dear Mr Vodopich,

I received notification of the subject public hearing before the Gig Harbor City Council for the first time when I returned home in the evening on November 21, 2001. It is my understanding this written notice was hand delivered to my home by a member of your staff at some point late in the afternoon that day. I have received several communications from your office in the past; interestingly this is the first time I have ever received any correspondence from your office that was not dated. I certainly do not consider this timely notification of an appeal process. In fact, since I will be out of town on that day, it will be impossible for me to attend the hearing.

I kindly request that you reschedule the public hearing and provide me with an adequate lead time that will permit my presence at the hearing. I am interested in a timely resolution of this matter, however, I cannot abide by the unreasonable notification you have provided. If you are unable to reschedule this hearing, I will be forced to take the necessary legal actions to stop the hearing or challenge the decisions made that evening. Certainly, this would not serve the interests of any of the parties nor would it facilitate timely resolution of this matter.

Thank you for your consideration. You may contact me today at 253-853-5273.

A handwritten signature in black ink, appearing to be 'Greg Hoeksema', written in a cursive style.



*City of Gig Harbor. The "Maritime City"*

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

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: DAWN STANTON, CHAIRPERSON, GH ARTS COMMISSION**  
**SUBJECT: SUPPORT FOR TOURISM SPECIALIST**  
**DATE: NOVEMBER 21, 2001**

**INFORMATION/BACKGROUND**

In light of the motel/hotel tax discussions currently underway, the Gig Harbor Arts Commission would like to express its interest in and support for the current tourism specialist, Lauren Lund. We support council's decision that the "tourism specialist" is in the best position to make budgetary recommendations. Further, because of Lauren's motivation and sound philosophical goals which are consistent with our community's needs, she's been very successful.

As a newly created body, the Arts Commission is asked to:

....encourage, conduct, sponsor or cosponsor public programs to further the development and awareness of, and interest in, the fine and performing arts.  
....to provide recommendations to the mayor and city council in connection with cultural and artistic endeavors and projects in which the city becomes involved and to act as a representative of the community in such matters. (Chapter 2.49030 Municipal Code)

Tourism depends, in part, on what a community has to offer; what visitors can see beyond their hotel/motel rooms. Sustainable tourism depends on our reputation as a livable, entertaining environment. Established programs, exhibits, community entertainment and events like those sponsored by the Peninsula Art League, PUMA, the Historical Society and the CAC, to name just a few, are critical to our area's unique reputation. It is impossible to distinguish between our community's cultural assets and the continued success of its lodging business.

As we develop strategies to support the health of our local organizations, we would like also to work with the city's tourism specialist to ensure consistent and equitable support for our community's cultural programs.

Thank you,

**THE GIG HARBOR ARTS COMMISSION**

Lita Dawn Stanton, Chairperson  
Guy Hoppen  
Tony Winters  
Denise Schmidt

Chris Erlich  
Robin Peterson  
Suzanne Glasoe  
Marion Ekberg