

**AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
May 8, 2006 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATIONS: Recognition of Senator Bob Oke, Representative Patricia Lantz, and Representative Derek Kilmer.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 24, 2006.
2. Correspondence / Proclamations: Building Safety Week.
3. Rosedale Street Pedestrian Improvement Project – Bid Award.
4. Stinson Avenue Curb, Gutter & Sidewalk Project – Phase 3 – Contract Authorization.
5. Renewal of Contract for Testing Services – Gig Harbor Police Department.
6. Renewal of Prosecuting Attorney Agreement.
7. Payment of Bills for May 8, 2006.
Checks # 50227 through #50352 in the amount of \$ 276,843.47.
8. Payment of payroll for the month of April:
Checks #4222 through #4253 and direct deposit entries in the amount of \$266,657.88.

OLD BUSINESS:

1. Second Reading of an Ordinance – Amendment to the GHMC Title 15 Adopting a New Section 15.07 Establishing a Base Plan Program.
2. Second Reading of Ordinance – Clarifying SEPA Appeal Procedures.
3. Second Reading of Ordinance – Clarifying the Procedure for Permit Processing.
4. Second Reading of Ordinance – Relating to Various Amendments to the City's Concurrency Management System.

NEW BUSINESS:

1. Public Hearing and Resolution Executing a Utility Extension Capacity Agreement.
2. Directional Signage Consultant Services Contract.
3. Resolution Amending the Building Permit Fee Schedule to Provide for Fees for Base Plans Submitted under GHMC Title 15.07.
4. Eddon Boat Conceptual and Final Park Design – Consultant Contract Authorization.
5. Letter of Intent for Use of Eddon Boatyard – Gig Harbor Boatworks.
6. Legal Services Agreement – City Attorney.

STAFF REPORT:

1. Laureen Lund, Marketing Director – Narrows Bridge Update.
2. Dave Brereton, Director of Operations – Annual Water Capacity Report.
3. Mike Davis, Chief of Police – GHPD April Report.

PUBLIC COMMENT:

COUNCIL COMMENTS / MAYOR'S REPORT:

ANNOUNCEMENT OF OTHER MEETINGS:

1. Council Community Coffee Meetings: a) May 16th, 6:30 p.m. at Chapel Hill Presbyterian Church; b) June 21st, 6:30 p.m. at Peninsula Library.

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF APRIL 24, 2006

PRESENT: Councilmembers Ekberg, Young, Franich, Conan, Dick, Payne, Kadzik and Mayor Hunter.

CALL TO ORDER: 7:04 p.m.

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Pierce County Dept. of Emergency Management Mitigation Plan.

Dick Bower, Building Official / Fire Marshal, explained that Pierce County Department of Emergency Management was present to give a presentation on the multi-jurisdictional mitigation planning in which the city is currently involved. He further explained that the mitigation planning is required under Federal Guidelines in order to be eligible to obtain grants in the event of a disaster. He introduced Luke Meyer and Diane Shore, Project Managers for this effort.

Luke Meyers presented background information on the Natural Hazards Mitigation Planning Effort that involves 48 jurisdictions. This is an effort to identify the natural hazards that affect the county, to determine the vulnerability of each area, and to develop a blueprint for reducing the vulnerability. Mr. Meyers described the components and requirements for the mitigation plan. He said that this will include a comprehensive effort to collect information on the infrastructure and capabilities of each jurisdiction in order to coordinate efforts. Mr. Meyers addressed Council's questions about the program.

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of April 10, 2006.
2. Correspondence / Proclamations: a) Kinship Caregiver Day; b) Native Plant Appreciation.
3. Olympic Drive/56th Street Roadway Improvement Project – Quit Claim Deed and Easement Agreements.
4. Eddon Boatyard Permitting Assistance – Consultant Contract Amendment #1.
5. NPDES Phase 2 Permit Assistance and Implementation – Contract Authorization.
6. Liquor License Renewals: Albertson's; Anthony's at Gig Harbor; Olympic 76 Gas Station; Tanglewood Grill; Bistro Satsuma.
7. Payment of Bills for April 24, 2006.
Checks # 50072 through #50226 in the amount of \$444,061.58.

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

OLD BUSINESS:

1. Second Reading of an Ordinance – Allowing the combination of nonconforming lots, GHMC 16.03.004. John Vodopich, Community Development Director, presented this ordinance that would allow the owner of two or more legally non-conforming lots to be combined.

Doug Sorensen – 9409 North Harborview Drive. Mr. Sorensen spoke in favor of the adoption of the ordinance as a win-win solution for the city and the property owner.

MOTION: Move to adopt Ordinance No. 1040 as presented.
Young / Conan – unanimously approved.

NEW BUSINESS:

1. Resolution Declaring the Existence of an Emergency Waiving the Competitive Bidding Requirements. John Vodopich explained that in March, there was a sewer line blockage in the vicinity of the Women’s’ Correction Center. The city’s equipment does not have the capability to excavate to the 15 foot depth of the blockage and so Pape and Sons was contracted to expose the line and clear the blockage. This resolution declares an emergency situation that allows for the waiving of the competitive bidding process and authorizes payment of the contract to Pape and Sons in the amount of Twelve Thousand Two Hundred Sixty-seven Dollars and Sixteen Cents.

MOTION: Move to adopt Resolution No. 669.
Dick / Conan – unanimously approved.

2. First Reading of an Ordinance – Amendment to the GHMC Title 15 Adopting a New Section 15.07 Establishing a Base Plan Program. Dick Bower presented this ordinance that establishes a reduced plan review fee for a contractor that uses one plan set for multiple projects for residential one or two-family structures. This “base plan” or “standard plan” program requires less staff time for review and approval, which also reduces the permit turnaround time. He said that the concept was presented to the Building Code Advisory Board, who agreed it was a good idea.

Councilmember Franich asked how much this would cost the city in future revenues. Mr. Bower responded that it would depend upon how often the base plan procedure is used. A contractor could save up to \$1,200 on plan review fees, adding that he didn’t anticipate more than one or two uses per year. One exception may be The Dwelling Company’s development in Gig Harbor North because of the type of construction they anticipate. He said that there are approximately 92 lots in that subdivision, but he has yet to see how many plans they intend to use in the project. Councilmember Franich responded that this could result in a potential revenue loss of \$100,000.00.

Councilmember Ekberg said that historically, there have been no large developments in the city, but in Gig Harbor North there are hundreds of acres of houses to be built. He said that a second concern is whether it would discourage developers to use more variety in construction. Mr. Bower responded that because the development in Gig

Harbor is reasonably high-end, he didn't believe that this would occur. He said that there is a potential for several base plan projects to be submitted, but he does not believe that the number will be as high as in other communities. He used the Estates at Gig Harbor as an example in which two of each floor plan was built.

Councilmember Franich said that due to the number of houses to be built in Gig Harbor North, this could affect the budget in a serious way.

Councilmember Young responded that permit fees are designed to replace the cost of staff time. If less time is being spent on duplicate plans, then the fees should reflect this. Fees are not intended to be a revenue source. He spoke in favor of the plan because it reflects the true cost of plan review. He said that other costs need to be brought up to the level that reflects the actual time spent on the activity. He asked if this is being considered.

Mr. Bower said that the last increase to the fee schedule helped to move toward cost recovery, but further review has revealed that to reach this goal, it would almost double the fees. It will take time to raise fees to be more equitable and to discover other economies.

Councilmember Franich commented that he understands that a developer is looking for equity, but in general, government services are not administered in an equitable manner. Mr. Bower explained that the more complicated a project, the more permit fees will be collected. He said that with the base plan program, extra fees are collected up front in order to establish the program, and then the fees are reduced in plan review later on.

Mayor Hunter asked how much is collect up front. Mr. Bower said that you pay for two plan reviews so that the plan is reviewed by two separate examiners to catch any problems. Upon completion of review, this becomes the "base plan." In addition there is a \$50 filing fee. If the developer chooses to make changes to the basic design, it would then go back to the normal permitting process.

Mayor Hunter mentioned that the \$100,000 in lost fees would support another inspector / plans examiner position for one year.

3. First Reading of Ordinance – Clarifying SEPA Appeal Procedures. John Vodopich explained that currently, the Hearing Examiner is tasked with hearing certain SEPA appeals and that the City Council is tasked with rendering the final decision on the Comprehensive Plan change itself. This ordinance in an attempt to correct the disconnect, as it is appropriate that the ultimate decision maker also be the body that rules on SEPA appeals. There were no questions or comments.

4. First Reading of Ordinance – Clarifying the Procedure for Permit Processing. John Vodopich explained that this ordinance would clarify the permit processing procedures so that concurrency issues are addressed in the beginning phases of the

land use development review process. It would also address the issue of holding permits, which creates problems for vesting and permit tracking.

Jim Pasin – 3212 50th St. Ct. Mr. Pasin asked how many permits are currently on hold, and if this ordinance will affect them. Mr. Vodopich responded that there are approximately 6-10 permits on hold at the request of the applicant, and yes, this will affect these applications.

Carol Morris, City Attorney, further explained that there is no procedure or authority in law to allow the city to hold these applications, and they need to be processed. The applicant has the option to withdraw the applications if they do not want the permit to be denied due to lack of concurrency.

Mr. Pasin said that language in the ordinance states that “Such construction of necessary road facilities may not occur until years in the future.” He asked for clarification for how this affects an application. Ms. Morris explained that this statement is general and hypothetical to illustrate how it is impossible to hold application. She further explained that a held application receives perpetual vesting, and the plans would have to be reviewed under the codes in effect at the time the application is determined complete.

Mr. Pasin then commented that he understands the problem with holding applications, but considering the problems the city faces today he doesn’t want to “shoot ourselves in the foot” with an ordinance that may not be necessary. He said that there currently is a critical project in Gig Harbor North that everyone wants and he doesn’t want this ordinance to stop it. He cautioned against passing this without having all the answers.

5. First Reading of Ordinance – Relating to Various Amendments to the City's Concurrency Management System. John Vodopich presented this companion to the previous ordinance. He explained that this ordinance would identify the process to review and evaluate a request for transportation and water concurrency and add a requirement for monitoring and issuing concurrency reservation certificates for sewer capacity.

Councilmember Young asked if this also allows the city to use traffic concurrency for outside utility extensions. Mr. Vodopich responded that it does.

Ms. Morris further clarified that this ordinance requires concurrency for outside water *and* sewer utility extension agreements. This requirement allows the city to deny extension on the basis of lack of capacity of either.

6. Simpson Service Agreement. Mike Davis, Chief of Police, presented this agreement that will enable the officers to utilize the large incinerator to dispose of leaf and powder drugs confiscated during the course of investigations. He explained that the City Attorney is concerned with the indemnification language in the contract. To address these concerns, she has drafted a letter to be forwarded to Simpson Tacoma

Kraft Company that explains that the city is prohibited from indemnifying, defending or holding Simpson harmless in those circumstances where it would violate the Washington Constitution. Chief Davis answered questions regarding the safety of the process and the frequency of use. He explained that he is very comfortable with the procedural safety, and said that at the most, it may be utilized twice a year.

MOTION: Move to authorize the Mayor to approve the attached Simpson Service Agreement and return it to Simpson Kraft with the attached letter.
Payne / Kadzik – unanimously approved.

7. Resolution(s) – Grant Funding Assistance. Mark Hoppen, City Administrator, presented this series of resolutions that need to be individually approved in order to authorize the city to apply for IAC Grants. He explained that Myra Barker, IAC manager for our region, has visited each of the sites and reviewed the criteria for the final grant submissions.

Ms. Morris said that each of the resolutions contains a line that says the public has been provided an opportunity for public comment. She requested that the Mayor ask for public input on each of the resolutions before passing.

Mayor Hunter asked if there was any public comment on the resolution for IAC-WWRP, Urban Wildlife Habitat for the Scofield Estuary Park Project. No one had any comments.

MOTION: Move to adopt Resolution No. 665.
Ekberg / Kadzik – unanimously approved.

Mayor Hunter asked if there was any public comment on the resolution for IAC-ALEA, Acquisition/Combination for the Eddon Boat Park Acquisition. No one came forward to comment.

MOTION: Move to adopt Resolution No. 666.
Young / Ekberg – unanimously approved.

Mayor Hunter asked if there was any public comment on the resolution for IAC-WWRP, Local Parks for Westside Neighborhood Park Project. No one had any comments.

MOTION: Move to adopt Resolution No. 667.
Payne / Kadzik – unanimously approved.

Mayor Hunter asked if there was any public comment on the resolution for Washington State Heritage Capital Projects Fund for the Eddon Boat Building Preservation Project. No one came forward to comment.

MOTION: Move to adopt Resolution No. 668.
Young / Payne – unanimously approved.

STAFF REPORT:

1. David Rodenbach, Finance Director – Quarterly Report. Councilmember Young asked for clarification on for the ending fund budget. Mr. Rodenbach explained that he believed it was about half of what was in the report.

Councilmember Payne noted a correction from 2004 to 2005 in expenditures.

2. Emily Appleton, Associated City Engineer – Roundabout Report. Ms. Appleton explained that the information she was about to present is an effort to give a broader perspective on roundabouts. She used a PowerPoint program to provide information on the characteristics of roundabout, including safety, functionality, and geometrics.

Mayor Hunter explained that the presentation came to Council in the spirit of education and as the result of a petition that he had been given.

Councilmember Dick asked if there is information on the speed of traffic before and after the roundabout was installed at 36th and Pt. Fosdick. He added that the only criticism that he has heard is that people think the roundabout slows them down. In his experience the only delay is when Highway 16 traffic backs up all the way to the library, which affects every intersection. Ms. Appleton explained that in her observation during the worse queue, she tracked a southbound car through to the freeway and she was able to walk and arrive at the same time. This represents the ultimate delay. She said she was unaware of any studies on travel time done prior to the installation, but that there is volume and speed data broken into fifteen minute increments that could be compared.

Councilmember Dick stressed that the same problems existed before, but the conflicts have been reduced.

Councilmember Young pointed out that the city has yet to replace a signalized intersection with a roundabout, making it hard for people to understand what the difference in delays might be. He said that there are national studies of the contrast in wait times that might be useful. Ms. Appleton said she would do the research and forward the information.

Councilmember Kadzik asked if the right of way had been available, would the roundabouts on Peacock Hill and Pt. Fosdick be designed to be larger. Ms. Appleton responded that she understands that the obtaining right of way was the biggest constraint on design.

Councilmember Franich asked for clarification on conflict points in single-lane verses the two-lane roundabouts. Ms. Appleton said that she believes that you would add four additional conflict points in a two-lane. Councilmember Franich stressed that driver

decisions create conflict. He then referred to the graph showing slower speeds entering a roundabout, commenting that people also slow down when they approach a red light. He asked what type and location of the roundabout was used to gather this data. Ms. Appleton responded that she could not answer the question. Councilmember Franich then said that the information presented is misleading and that he finds the information hard to believe.

Councilmember Ekberg thanked Ms. Appleton for the presentation, adding that he thinks four-way stops are the greatest traffic device ever invented, and roundabouts come in a close second. He commented that she clearly explained that roundabouts are much safer, more economical, more efficient, and they get more people through safely, which is the city's primary concern.

Councilmember Franich said that he doesn't believe that there is a big problem with t-bone accidents in Gig Harbor. He said that weighing safety is one thing, but weighing what the public wants should also go into the calculation.

Councilmember Ekberg responded that the monthly police reports support the fact that injury accidents don't occur or are minor in the roundabouts, which speaks very clearly that people do slow down when entering. Councilmember Franich asked if it would be Councilmember Ekberg's suggestion to turn Point Fosdick into a roundabout. Councilmember Ekberg responded that he isn't a traffic engineer, but if it would get more traffic through and reduce accidents, then he would seriously consider it.

Councilmember Conan said that he appreciated the slide of the log truck moving through the roundabout, because people with large commercial trucks have contacted him with concerns. He asked if more education would be helpful. Ms. Appleton said that with driver education we could solve many of the issues. You can't compensate for all driver error, but educating truckers to use the apron on the inside and if necessary, the curbs on the outside would help.

Councilmember Franich asked if it should be clearly marked for pedestrians to stay clear of the curb section if it is designed to be used by trucks. Ms. Appleton said that because traffic is moving so slowly, the curb would provide some protection, but there would be time for a pedestrian to move out of the way. This safety concern occurs at regular intersections as well. Because larger trucks that go through the roundabout, beefing up the curbs was a precaution to make sure we don't have to replace the curb and sidewalk all the time.

Jim Pasin – 3212 50th St. Ct. Mr. Pasin said that his home is near 36th and Point Fosdick and his business is near Point Fosdick and Olympic Drive. He said he is upset to hear about the number of accidents at the Olympic and Point Fosdick, because the majority of accidents are from the access points from the shopping centers, not the intersections themselves. He continued to say that when traffic backs up on Highway 16, you cannot get through the roundabout at 36th and Point Fosdick or the Olympic Drive Point Fosdick Intersection because traffic is stopped. He voiced several

concerns: the first is that emergency vehicles cannot get through the 36th intersection when traffic is backed up; the second is trucks driving on the curb at the roundabout when there is a large private school located there and the expectation of children on the sidewalk; the third is the volume of traffic to that school and the diversion of traffic through his neighborhood.

Councilmember Dick asked if these conditions existed before the roundabout was constructed. Mr. Pasin responded that before, people were able to make a left turn or drive on the shoulder to get there. This is why the neighbors are trying to get a left turn lane there.

Councilmember Franich asked Chief Davis for clarification on the comment that the accidents at Point Fosdick are due to shopping center access points. Chief Davis responded that the statistical reports obtained through GIS don't specify exact spots. Councilmember Franich said that the statistics being presented on the roundabouts can be skewed.

Rick Gagliano – 8607 58th Ave NW. Mr. Gagliano said that he was impressed with the numbers shown and agreed that there is some transportation safety in the roundabout devises. He said that his fear is that they are not pedestrian friendly. There are several roundabouts in the Gig Harbor North area where pedestrian activity and cross access is being encouraged for the village concept. Crossing the street at the roundabout is scary. How this affects school children and vehicles rolling up on the sidewalk is a whole other issue. He said that he would be interested in statistics on pedestrian issues in the spirit of correct information.

Councilmember Young said that there is a series of studies on pedestrian aspect of roundabouts that show a trade off. The pedestrian has a place to wait in the island until the traffic is clear, but it is correct that drivers already in the intersection may not remember to stop before exiting if a pedestrian is present. It is similar to a free-right turn at a signalized intersection. He said that he would be happy to forward the studies to anyone who sent him an e-mail.

3. Mike Davis, Chief of Police – March Stats. Councilmember Ekberg commented about the officer who discovered a parked stolen vehicle in a parking lot and asked how he came across this. Chief Davis responded that the lot is a dumping ground for stolen vehicles.

Councilmember Young commended Officer Fred Douglas for the outstanding job for intervening in a potentially dangerous domestic violence situation. Chief Davis added that Deb Yerry and Marline McClane, Police Service Specialists, worked with Officer Douglas as a team. He also recognized the Court Staff in coordinating the effort.

PUBLIC COMMENT:

Peter Stanley – 602 No. C Street, Tacoma. Mr. Stanley, owner of the Tides Tavern, commented on the project going in at the old Stutz Property. He said that when he spoke at the Public Hearing in March, he testified that because parking is a premium in that area, he isn't in favor of adding further retail. There is now a possibility that the entire 3600 s.f. of building could become retail. He said that he cannot support this as it would place an undue burden on the parking and car traffic in this area. He said that the corner of Soundview and Harborview is a visual terminus, and he disagrees with the staff report that the proposed project would not diminish the historical views at that site. He recommended that the city only accept the applicant's Alternative B for a marina and upland parking. He said that the concern with the placement of a parking lot on a prominent parcel should be overlooked because keeping the view open outweighs this concern. He said it would be a wonderful tradeoff to keep the piece open, adding that it would also assist him and the neighboring properties with parking. He suggested that Council drive down Soundview and look at the view since the property has been cleared, and then think how this would change if a 9000 s.f. building is constructed.

Jim Pasin – 3212 50th St. Ct. Mr. Pasin thanked everyone who approved the expenditure for construction of the sidewalks across Briarwood. He said that this was promised when the neighborhood was first annexed. He then shared his concerns with traffic concurrency and the impact it has on property owners. This is preventing some owners from developing their properties. He encouraged Council to find a solution to allow property owners in the city to develop and to cause Pierce County to provide funds for traffic impacts. He stressed that this is something that has to be solved in the short term.

Rick Gagliano – 8607 58th Ave NW. Mr. Gagliano asked when the second reading of the base plan ordinance would come before Council. He was advised that it will be at the next meeting. Mr. Gagliano said he has worked closely with couple builders with their base plan sets and offered to answer any questions that may come up. He said that there are quite a few nuances that are worth knowing.

He continued to say that as a member of the DRB, he is not able to speak on the Stutz Fuel Property appeal, but said he would like to speak as an individual. He said that the Design Review Board spent time reviewing this project which helped them to understand all the nuances. He suggested that when Council is considering a project in the future, that they could bring in some of the participants such as the Planning Commission and Design Review Board members who have already been involved in order to gain information and clarification on the subject. This growing city is becoming more complex and competing issues add to this complexity. The more that everyone works together will benefit the city and lend a better image.

COUNCIL COMMENTS / MAYOR'S REPORT:

Councilmember Young reported that the recent Puget Sound Regional Council agenda included Pierce Transit's proposed Park 'N Ride, Pedestrian Bridge, and Center Lane Project grant application for 4-1/2 million to be forwarded to Puget Sound Regional Council. The first phase of the project is seven million, with a project total of 21 million. They anticipate hiring someone to begin acquiring land in June. The pedestrian overpass is scheduled to open simultaneously with the new bridge, with the second phase center lane scheduled for completion in 2010. He added that there was some fuss about so much money being spent on the Peninsula due to low ridership numbers, but Pierce Transit seems positive about an increase in numbers with the addition of more stops along Highway 16.

Councilmember Franich commented that a 23 million dollar project for 400 parking stalls works out to about \$60,000 per parking stall. He added that the WSDOT data identifies the Purdy Drive onramp as the most congested and there is an existing Park 'N Ride at 144th Street with vacant land that could have been acquired cheaply. Yet Pierce Transit decides to spend the 23 million dollars to put the project up here. He said that while it is nice to have this type of facility, this is way too much money for the project.

Councilmember Young clarified that the 23 million is the cost of all the improvements, not just the parking lot. He added that Pierce Transit plans on acquiring more land at Purdy and Gig Harbor North.

ANNOUNCEMENT OF OTHER MEETINGS:

1. Mayor's Community Coffee Open House – Tuesday, April 25th from 4:00 p.m. at the Gig Harbor Civic Center.
2. GH North Traffic Options Committee Meeting – Wednesday, April 26th at 9:00 a.m. at the Civic Center.
3. Operations and Public Projects Committee Meeting – Thursday, April 27th at 3:00 p.m. at the Civic Center.
4. City Council / Planning Commission Joint Worksession on the Land Use Matrix – Monday, May 1, 2006 at 3:00 p.m. at the Gig Harbor Civic Center.
5. Council Community Coffee Meetings: a) May 16th, 6:30 p.m. at Chapel Hill Presbyterian Church; b) June 21st, 6:30 p.m. at Peninsula Library.

EXECUTIVE SESSION: For the purpose of discussing potential and pending litigation per RCW 42.30.110(1)(i).

MOTION: Move to adjourn to executive session at 9:00 p.m. for approximately one-half hour to discuss pending litigation per RCW 42.30.110(1)(i). Franich / Conan – unanimously approved.

MOTION: Move to return to regular session at 9:27 p.m. Young / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:28 p.m.
Payne / Conan – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 -17
Disk #2 Tracks 1 -16

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DICK J. BOWER, CBO, BUILDING OFFICIAL / FIRE MARSHAL
SUBJECT: BUILDING SAFETY WEEK
DATE: MAY 8, 2006

BACKGROUND

Since 1980, in an effort to promote the use and understanding of construction and building codes worldwide, the International Code Council has established one week a year as "Building Safety Week". This year that week is May 7th - 13th.

Building safety week provides us an opportunity to participate with other jurisdictions and organizations to promote safety in the built environment and to promote the services that we provide toward that end. To help promote our building safety programs the City will be distributing a number of brochures discussing various building code and safety related issues.

FISCAL IMPACT

No fiscal impact is involved with this event.

RECOMMENDATION

I would like to request that the Mayor and Council lend their support to this public awareness opportunity by proclaiming May 7-13, 2006 as Building Safety Week in the City of Gig Harbor. A draft proclamation is attached to this memorandum.

PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

Whereas, through our continuing attention to building safety, we enjoy the comfort and peace of mind of structures that are safe and sound; and,

Whereas, the dedicated members of the International Code Council, including building safety and fire prevention officials, architects, engineers, builders and others in the construction industry, work year round to develop and enforce codes to safeguard Americans in the buildings where we live, work, play and learn; and,

Whereas, these modern building safety codes also include safeguards to protect the public from natural disasters that can occur, such as hurricanes, snowstorms, tornadoes, wildland fires and earthquakes; and,

Whereas, Building Safety Week, sponsored by the International Code Council Foundation, is an excellent opportunity to increase public awareness of the role building safety and fire prevention officials, local and state building departments, and federal agencies play in protecting lives and property; and,

Whereas, Countless lives have been saved because of the building safety codes adopted and enforced by local and state agencies; and,

Whereas, this years theme "Building a Safer World Together," encourages all Americans to take appropriate steps to ensure that the places where we live, work, play, and learn are safe; and,

Whereas, this year as we observe Building Safety Week, we ask all Americans to consider projects to improve building safety at home and in the community, and to recognize the local building safety and fire prevention officials and the important role they play in public safety.

Now therefore, it is hereby proclaimed that May 7 through May 13, 2006, is

Building Safety Week

in the City of Gig Harbor. Accordingly, our citizens are encouraged to join their fellow Americans in participating in Building Safety Week activities and assisting efforts to improve building safety.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Gig Harbor to be affixed this 8th day of May, 2006.

Mayor Chuck Hunter, City of Gig Harbor

Date



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: ROSEDALE ST. PEDESTRIAN IMPROVEMENT PROJECT (CSP- 0404)
-- BID AWARD
DATE: MAY 8, 2006

INTRODUCTION/BACKGROUND

Identified as a street operating objective in the 2006 budget, this project provides for the construction of curb, gutter and sidewalk, extending the sidewalk along Rosedale Street at Chapel Hill Church around the corner and connecting to the existing sidewalk on Skansie Avenue.

On April 3, 2006, in response to an advertisement for Public Works bids, three responsive proposals were received for this project. The sealed bid proposals were opened and Looker and Associates, Inc., was the lowest responsive bidder at \$221,523.00. The allocated funding in the 2006 budget for this project is \$300,000.00. Additionally, Washington State Transportation Improvement Board (TIB) has reviewed the bids and has provided approval to award the contract.

A summary of all three bids is provided below:

1	LOOKER AND ASSOCIATES, INC.	\$221,523.00
2	PAPE AND SONS CONSTRUCTION, INC.	\$240,587.00
3	SOUND EXCAVATING, INC.	\$254,889.00

ISSUES/FISCAL IMPACT

TIB has approved funding assistance in the amount of \$97,000.00 as part of their Small Cities Pedestrian Safety and Mobility Program (PSMP). Sufficient funds are available within the 2006 Street Operating Fund, Objective No. 8 to fund this project.

RECOMMENDATION

I recommend that the Council authorize the award and execution of the contract for this project to Looker and Associates, Inc., as the lowest responsible bidder, for their quotation proposal in the not-to-exceed amount of \$221,523.00.

**CITY OF GIG HARBOR
CONTRACT
For
ROSEDALE PEDESTRIAN STREET
IMPROVEMENT PROJECT
CSP - 0404**

THIS AGREEMENT, made and entered into, this ____ day of _____, 2006, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and Looker and Associates, Inc., hereinafter called the "Contractor."

WITNESSETH:

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the construction of Rosedale Pedestrian Street Improvement Project, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Rosedale Pedestrian Street Improvement Project, CSP-0404," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Two Hundred Twenty One Thousand Five Hundred Twenty Three dollars and zero cents (\$221,523.00), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within thirty (30) working days.
3. The Contractor agrees to pay the City the sum of \$ 1,107.62 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Bid Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

CONTRACT: Rosedale Pedestrian Street Improvement Project (CSP -0404)

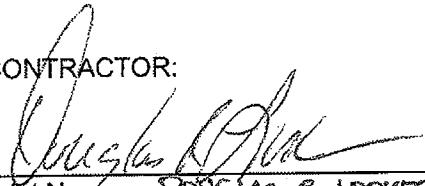
- 6. The City agrees to pay the Contractor for materials furnished and work performed in the manner and at such times as set forth in the Contract Documents.
- 7. The Contractor for himself/herself, and for his/her heirs, executors, administrators, successors, assigns, agents, subcontractors, and employees, does hereby agree to the full performance of all of the covenants herein contained upon the part of the Contractor.
- 8. It is further provided that no liability shall attach to the City by reason of entering into this Contract, except as expressly provided herein.

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

CITY of GIG HARBOR:

CONTRACTOR:

 Charles L. Hunter, Mayor
 City of Gig Harbor
 Date: _____


 Print Name: DOUGLAS R. LOOKER
 Print Title: PRESIDENT
 Date: 04 May 06

ATTEST:

City Clerk

APPROVED FOR FORM:

City Attorney



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: STINSON AVENUE CURB, GUTTER AND SIDEWALK PROJECT -
PHASE 3 - CONTRACT AUTHORIZATION
DATE: MAY 8, 2006

INTRODUCTION/BACKGROUND

The 2006 Street Operating budget provides for the construction of curb, gutter and sidewalk on one side of Stinson Avenue. This contract is for the installation of the curb, gutter and sidewalk. Potential contractors were contacted. Two contractors responded with the following price quotations:

Caliber Concrete Construction, Inc.	\$42,000.00
Garages ETC	\$62,788.00

Based on the price quotations received, the lowest price quotation was from Caliber Concrete Construction, Inc. in the amount of Forty-two Thousand Dollars and no cents (\$42,000.00), excluding Washington state sales tax.

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

FISCAL CONSIDERATIONS

This work is within the \$50,000 that was anticipated in the adopted 2006 Budget, identified under the Street Operating Fund, Objective No. 12.

RECOMMENDATION

I recommend the Council authorize the award and execution of the contract for the Stinson Avenue Curb, Gutter and Sidewalk Project - Phase 3 to Caliber Concrete Construction, Inc. as the lowest responsible respondent, for their bid quotation amount of Forty-two Thousand Dollars and no cents (\$42,000.00), not including state sales tax.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND
CALIBER CONCRETE CONSTRUCTION, INC.**

THIS AGREEMENT, is made this _____ day of _____, 2006, by and between the City of Gig Harbor (hereinafter the "City"), and Caliber Concrete Construction, Inc., a Washington corporation, doing business at PO Box 1881, Milton, Washington 98354, (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the set-up, pouring and placing of approximately 1,000 lf of 5'6" concrete sidewalk. The work also includes 1,000 lf of "L" curb and gutter, 7 driveway approaches. The Contractor shall supply all concrete, labor, materials and traffic control, including Performance Bond. The work excludes subgrade and layout. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor the total sum of Forty-two Thousand Dollars and zero cents (\$42,000.00), plus sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of the work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents,

representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees, representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement on or before May 31, 2006. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

VI. Waiver of Performance Bond and Retainage: Limited Public Works Process. As allowed in RCW 39.04.155(3) for limited public works projects under \$35,000, the City has waived the payment and performance bond requirements of chapter 39.08 RCW and the retainage requirements of chapter 60.28 RCW for the work described in Exhibit A.

VII. Termination.

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

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

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

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

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person

acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national origin or the presence of any sensory, mental, or physical handicap, discriminate against any person who is qualified and available to perform the work to which the employment relates.

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City

- reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
 - F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

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

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

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

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

XIII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

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

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

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

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

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

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

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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

CALIBER CONCRETE CONSTRUCTION, INC.

THE CITY OF GIG HARBOR

By: [Signature]
Its Vice President

By: _____
Its Mayor

Notices should be sent to:

Caliber Concrete Construction, Inc.
Attn: Kathy Duarte
PO Box 1881
Milton, Washington 98354
(253) 927-0707

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

Approved as to form:

By: _____
City Attorney

Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

DATED: _____

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

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

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

DATED: _____

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

Exhibit A PROPOSAL

CALIBER
CONCRETE CONSTRUCTION INC.

P.O.Box 1881
MILTON, WA 98354

PATTERNED CONCRETE
OF SEATTLE
CALIBCC115CA

(253) 927-0707
(253) 850-7741
FAX (253) 927-0706

4/10/2006

PROPOSAL SUBMITTED FOR CITY OF GIG HARBOR	PHONE (253) 851-6170	FAX (253) 853-7597
STREET	JOB NAME STINSON AVENUE SIDEWALK AND CURB	
CITY, STATE, ZIP ATTN: MARCO	JOB LOCATION GIG HARBOR, WA.	

ITEM	QUANTITY	DESCRIPTION	PRICE	UNIT	AMOUNT
	APPROX: 1,000 LF	5'6" CONCRETE SIDEWALK	28.00	LF	\$ 28,000.00
	1,000 LF	18" CURB AND GUTTER	14.00	LF	14,000.00
		TOTAL BEFORE SALES TAX			\$ 42,000.00
		SALES TAX - 8.4%			3,528.00
		TOTAL:			\$ 45,528.00
		INCLUDES: PERFORMANCE BOND AND TRAFFIC CONTROL.			
		EXCLUDES: SUBGRADE AND LAYOUT.			

<p style="text-align: center;">ACCEPTANCE OF PROPOSAL</p> <p>THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOUR ARE AUTHORIZED TO DO THE WORK AS SPECIFIED. PAYMENT WILL BE MADE AS OUTLINED ABOVE.</p> <p>DATE OF ACCEPTANCE _____</p>	<p>AUTHORIZED SIGNATURE <i>Kathy Deate Wilson</i></p> <p>NOTE: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN <u>30</u> DAYS.</p>
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NOTE: THE INSURANCE COVERAGE INCLUDED IN THIS PROPOSAL IS THE MASTER PAK ENDORSEMENT "CG 84 12 03". ANY ADDITIONAL ENDORSEMENTS WILL BE PROVIDED AT \$1,000 PER PROJECT.



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MOLLY TOWSLEE, CITY CLERK / CIVIL SERVICE SECRETARY
SUBJECT: TESTING SERVICES – GIG HARBOR POLICE DEPARTMENT
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

The attached is a subscriber's agreement to continue the services provided by Public Safety Testing. This service allows for a better candidate pool by providing the city with a current, on-going eligibility list without having to devote staff time to a yearly testing process that may not result in viable candidates. We have utilized this service since 2003.

FISCAL IMPACTS

If we agree to a three-year commitment of \$950.00 per year, it will save \$50 in annual fees. This is less than the \$980.00 we paid for the 2005 – 2006 services.

The last testing process administered by the Civil Service Secretary in 2002 cost approximately \$2,000. The list established by this process is in effect for one year. As the cost of testing continues to rise, using the testing service will result in a significant savings during the three-year period.

RECOMMENDATION

To authorize the renewal of the subscriber agreement with PublicSafetyTesting.com for a three-year term of \$950 per year.



SUBSCRIBER AGREEMENT

WHEREAS, Public Safety Testing, Inc. is a skilled provider of testing services to police, fire, and other public safety agencies, and

WHEREAS, the subscriber public agency, either directly or through a civil service commission, tests, evaluates, ranks and hires law enforcement and/or firefighters and/or other public safety positions in the performance of its public safety functions, and

WHEREAS, the subscribing public entity desires to join in a non-exclusive subscriber agreement, NOW, THEREFORE,

Public Safety Testing, Inc. (the "Contractor") and the City of Gig Harbor, a municipal corporation of the state of Washington (hereinafter "Subscriber") do enter into this nonexclusive Subscriber Agreement under the terms and conditions set forth herein.

1. Description of Basic Services. This Agreement begins May 1, 2006. The Contractor will provide the following services to the Subscriber, on its request:

1.1 Advertise for, process applications for, and administer written and/or physical agility examinations for (check all that apply):

- Entry-level Police Officer/Deputy Sheriff personnel
- Lateral Police Officer/Deputy Sheriff personnel

1.2 Report to the Subscriber the scores of applicants, with all information necessary for the Subscriber to place passing applicants upon its eligibility list, and rank them relative to other candidates on appropriately constituted continuous testing eligibility lists.

1.3 Appear in any administrative or civil service proceeding in order to testify to and provide any and all necessary information to document the validity of the testing process, to participate in the defense of any testing process and to otherwise provide any information necessary to the Subscriber to evaluate challenges to or appeals from the testing process. The Contractor shall appear without additional charge. The Subscriber shall pay the reasonable cost of travel and appearance for any expert witness deemed necessary by the Subscriber to validate the testing process, including but not limited to, representatives of any company which holds the copyright to any testing material and whose testimony or appearance is deemed necessary to validate the process.

1.4 The Subscriber elects (select one):

- A one-year subscription at the following rates:
Police Officer Testing: \$1,000.00 annually
- A three-year subscription at the following rates:
Police Officer Testing: \$950.00 annually

1.5 Payment. Subscriber shall pay an amount equal to twenty-five percent (25%) of the annual fee set forth above quarterly for services rendered in the previous quarter and for basic services including but not limited to, software relating to online application, advertising formats, previously advertised scheduling of test dates, model civil service rules, testing systems, as well as ongoing testing and recruitment, and any and all other work developed at the cost of the Contractor prior to or contemporaneous with the execution of this Agreement. Payment shall be made within 45 days of receipt of invoice.

2. Additional Services. At the request of the Subscriber, Contractor may provide the following types of services:

2.1 Submission to the Contractor of additional requests for applicant testing with respect to any given eligibility list or any other task under the provisions of this paragraph shall be at the sole discretion of the Subscriber. This is a non-exclusive agreement and the Subscriber may continue at its discretion to conduct entry level testing in addition to the services provided by the Contractor, and may, in addition, contract with any other entity for services during the initial one-year term of this Agreement. If the Subscriber elects to utilize the Contractor for a three-year subscription, he/she may terminate this Agreement in years two and three and contract for additional services in accordance with the provisions of paragraph 7 below.

2.2 In addition to the services provided under this Agreement, the Subscriber may, at its sole discretion, elect to purchase additional services from the Contractor. Such services shall be requested by and contracted for pursuant to separate written agreement.

3. Acknowledgements of Subscriber. The Subscriber understands and acknowledges, and specifically consents to the following stipulations and provisions:

3.1 The written and physical agility scores of any applicant shall be valid for 15 months from the date of certification by the Contractor or 12 months from the date of placement upon the Subscriber's eligibility list, whichever first occurs, following the report of the Contractor, and rules compatible with continuous testing shall be adopted. The Subscriber shall review its applicable hiring processes, advertisements, personnel policies and civil service rules (as applicable) to ensure compliance with the provisions of this Agreement.

- 3.2 An applicant may, in addition to the Subscriber's eligibility list, elect to have his/her score reported to and subject to placement on the eligibility list of any other Subscriber. Nothing in this Agreement shall be interpreted to prohibit the use of an applicants' score for consideration in or processing through any other subscriber's hiring and/or civil service eligibility process. The Subscriber agrees that if an applicant is hired by another agency through this service, the applicant's name shall be removed from Subscriber's eligibility list.
 - 3.3 The Subscriber specifically understands and acknowledges that the Contractor may charge a reasonable application fee from any and all applicants.
 - 3.4 The Subscriber may also conduct advertising as it deems necessary to support/enhance recruiting efforts. The Subscriber shall link PublicSafetyTesting.com on its agency's website, if it so maintains one.
 - 3.5 If the Subscriber elects for the Contractor to conduct physical ability testing for firefighter candidates, the Subscriber agrees to complete a Candidate Physical Ability Test (CPAT) validity transportability study and successfully apply to the International Association of Firefighters (IAFF) for a CPAT License. The Subscriber agrees to complete such prior to the administration of the CPAT for any of its candidates. If the Subscriber elects to have the Contractor conduct such transportability study, the one-time fee for such is \$750.
 - 3.6 Subscriber understands that firefighter physical ability testing is typically conducted twice per calendar year. Candidate's names/test scores will be forwarded to the Subscriber typically in June and December following the completion of the CPAT.
 - 3.7 Public Safety Testing views recruiting as a partnership with the Subscriber. The Subscriber agrees to actively participate in recruiting efforts for positions within the Subscriber agency.
 - 3.8 The Subscriber agrees to keep the Contractor up-to-date as to the agency's hiring status, minimum and special requirements, all information appearing on the agency's PST website profile and the names of any candidates hired through these services.
4. Testing Standard and Warranty of Fitness For Use. All testing services conducted under this Agreement shall be undertaken in accordance with the provisions of the Washington State Civil Service Statutes, Chapter 41.08 and 41.12 RCW, or the terms of other applicable statute as the Subscriber shall notify the Contractor that the Subscriber must meet. Tests shall also be conducted in accordance with the general standards established by the Subscriber; the Subscriber shall be responsible for notifying the Contractor of any unusual or special process or limitation. The test utilized, the proctoring of the test and any and all other services attendant to or necessary to provide a valid passing or failing score to the Subscriber shall be conducted in accordance with generally accepted practice in the human resources, Civil Service and Public Safety Testing community. The Subscriber may monitor the actions and operations of the Contractor at any time. The Contractor

shall maintain complete written records of its procedures and the Subscriber may, on reasonable request, review such records during regular business hours. Any and all written materials, and the standards for physical fitness testing utilized, shall comply with all applicable copyrights and laws. The Contractor expressly agrees and warrants that all tests and written materials utilized have been acquired by the Contractor in accordance with the appropriate copyright agreements and laws and that it has a valid right to use and administer any written materials and tests in accordance with such agreements and laws.

5. Independent Contractor. The Contractor is an independent contractor. Any and all agents, employees or contractors of the Contractor, shall have such relation only with the Contractor. Nothing herein shall be interpreted to create an employment, agency or contractual relationship between the Subscriber and any employee, agent or sub-contractor of the Contractor.

6. Indemnity and Hold Harmless. The parties agree and hold harmless each other, their officers, agents and employees in accordance with the following provisions:
 - 6.1 The Contractor shall indemnify and hold harmless the Subscriber, its employees and agents from any and all costs, claims or liability arising from:
 - 6.1.1 Violation of any copyright agreement or statute relating to the use and administration of the tests or other written materials herein provided for;
 - 6.1.2 Any cost, claim or liability arising from or out of the claims of an employee, agent or sub-contractor to the end that the Contractor shall be an independent Contractor and the Subscriber shall be relieved of any and all claims arising from or relating to such employment relationships or contracts between the Contractor and third parties;
 - 6.1.3 The alleged negligent or tortious act of the Contractor in the provision of services under this Agreement.
 - 6.2 The Subscriber shall indemnify and hold harmless the Contractor, its officers, agents and employees from any and all cost, claim or liability arising from or out of the alleged negligent or tortious act of the Subscriber in the provision of services hereunder.

7. Termination. This Agreement terminates on the last day of April, 200~~9~~⁹. The Contractor and the Subscriber may withdraw from this Agreement at any time for any reason with 45 days written notice, provided, however, that the provisions of paragraphs 1.3, 4, 5 and 6 shall remain in full force and effect following the termination of this Agreement with respect to, and continuing for so long as any applicant tested by the Contractor remains on the eligibility list of the Subscriber. Provided further that in the event either party elects to terminate this agreement, prior to its expiration, any amounts paid by the Subscriber shall be pro-rated and reimbursed to the Subscriber, accordingly, within 60 days of termination of this Agreement.


8. Entire Agreement, Amendment. This is the entire Agreement between the parties. Any prior agreement, written or oral, shall be deemed merged with its provisions. This Agreement shall not be amended, except in writing, at the express written consent of the parties hereto.

This Agreement is dated this _____ day of _____, 20_____.

CITY OF GIG HARBOR, WA

PUBLIC SAFETY TESTING, INC.

By: _____

By:  _____

Print: _____

Print: Jon F. Walters, Jr. _____

Its: _____

Its: President _____



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: PROSECUTING ATTORNEY AGREEMENT RENEWAL
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

Prosecuting Attorney Services are provided by Glisson and Witt PLLC, represented by Stan Glisson, primary attorney, and Ryan Witt, as back-up attorney.

POLICY CONSIDERATIONS

Except for the change of dates and compensation level, the contract provisions are identical to the Prosecuting Attorney Agreement contract provisions approved by the City Council for the year 2005. The Prosecuting Attorney agreement identifies a one-year term. The previous agreement with Glisson and Witt was also for a one-year term.

FISCAL CONSIDERATIONS

This increase in compensation, 6.94%, is the first increase since the last contract with the previous prosecutor. \$77,000 is the common rate paid in Port Orchard, Bainbridge, and Poulsbo for similar services.

RECOMMENDATION

I recommend a motion to authorize the Mayor to sign the attached contract for prosecutor services.

CITY PROSECUTOR AGREEMENT FOR SERVICES

THE PARTIES:

The parties to this Agreement are as follows: **Glisson and Witt PLLC, represented by Stan Glisson and Ryan Witt**, hereinafter referred to as "Attorney"; and THE CITY OF GIG HARBOR, hereinafter referred to as "City".

PURPOSE:

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

CONSIDERATION:

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

THE AGREEMENT:

The parties hereto agree as follows:

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

- b. The City shall pay or reimburse Attorney for all Court costs, long distance telephone charges and postage. Attorney shall not be paid for travel time or clerical time involved in the performance of duties. The City will provide the Attorney with a city-owned on-site computer and printer. The Attorney may be provided with office and/or filing space at the City's sole discretion.
 - c. The City shall pay to Attorney the yearly amount of ~~\$72,000~~ 77,000 in monthly installments as invoiced by attorney. Any and all time spent in preparation for or appearances related to Appellate Courts other than Superior Court shall be compensated to Attorney by the City at an hourly rate of not more than \$125.00 per hour.
 - d. The City may pay for professional training for the Attorney at the sole discretion of the City within the City's yearly budgeted training allowances.
4. Coverage Attorney. It is agreed and understood that it is the responsibility of the Attorney to be present at all Court hearings for which the Attorney has contracted to render services on behalf of the City. It is understood that the Attorney has other employment and that the Attorney is not precluded from other employment so long as there is no interference with the performance of Attorney duties as set forth herein. The Attorney shall compensate any counsel obtained to pro tem for the Attorney in such instances. Should the Attorney be unable to perform any duties for any reason, including illness, the Attorney shall provide for full coverage of all duties to be performed under this Agreement by an attorney duly licensed in the State of Washington. The Coverage Attorney shall be approved in advance by the City and shall provide proof of malpractice coverage and be duly sworn to perform the duties of prosecutor. Such Coverage Attorney shall be compensated by the Attorney and the Attorney, Coverage Attorney and all agents and employees of the Attorney shall be independent contractors. The Attorney promises to hold harmless and indemnify the City from all employee-related costs, fees, benefits, wages and/or taxes of any kind or nature, and any and all fees for services and costs related to the services of the Coverage Attorney.
5. Subcontracting or Assignment. Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.
6. Required Notices. The City shall be responsible for the provision to defendants of all required notices to assure their appearance in Court.
7. Insurance. The Attorney shall provide proof of professional liability insurance with at least a \$1,000,000 malpractice coverage limit by attaching a certificate of coverage at the time this contract is signed and shall maintain such insurance at all times that this contract is in effect.

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

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

15. The term of this Agreement shall be one (2) years, commencing on the 1st day of May, 2006, and terminating on the 30th day of April, 2007, subject, however, to prior termination as provided hereinabove, or upon agreement of the parties.

DATED this ____th day of _____ May, 2006.

CITY OF GIG HARBOR:

Charles L. Hunter, Mayor

ATTEST:

Molly M. Towslee, City Clerk

Stan Glisson, Attorney

Ryan Witt, Attorney



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DICK J. BOWER, CBO, BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: SECOND READING OF AN ORDINANCE - AMENDMENT TO
GHMC TITLE 15 ADOPTING NEW SECTION 15.07
ESTABLISHING A BASE PLAN PROGRAM
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

Currently the City charges a plan review fee based on 65% of the permit fee for each building permit application received. This fee is in addition to the application fee. Occasionally, a contractor wishes to build multiple homes in different locations using the same plans. In these cases, our plan review efforts are greatly reduced because the plans have been reviewed and approved for another project, yet we continue to charge a full plan review fee.

Many jurisdictions have adopted programs that provide for a reduced plan review fee when a plan set is used for multiple projects. These programs, called "base" or "standard" plans reduce the cost of 1-2 family residential construction permits by reducing plan review fees for eligible permits. Such programs also reduce the time and effort required of both the applicant and City staff for review and approval of these plans and permits, essentially reducing permit turnaround time for all permit applications. Adoption of this ordinance will establish a base plan program consistent with those of other area jurisdictions.

POLICY CONSIDERATIONS

The general policy consideration associated with adoption of this ordinance is whether the City wishes to implement a program promising to reduce the cost and time required for the review and approval of some residential building permits while potentially reducing the turnaround time for all building permit applications.

The City Attorney has reviewed and approved the ordinance as presented.

FISCAL CONSIDERATIONS

The fiscal considerations of this ordinance include a slight reduction in revenues from plan review fees for building permits. The magnitude of the reduction is dependent on the number of base plan projects entering the system. It can be anticipated that approximately five base plan permits may be issued in a year with a total associated reduction of approximately \$1,200.00 per permit, with some of this reduction will be offset by the additional plan review fee required for

establishment of a base plan. All other fees associated with these permits will remain the same.

RECOMMENDATION

Staff recommends adoption of this ordinance at this second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO BUILDINGS AND CONSTRUCTION, ADOPTING A NEW PROCEDURE FOR THE SUMMARY APPROVAL OF BASE PLANS, WHICH ARE PLANS THAT HAVE RECEIVED COMPREHENSIVE REVIEW AND APPROVAL, AND ARE THEN RE-USED BY A DEVELOPER ON DIFFERENT LOTS, ADOPTING A DESCRIPTION OF THE DIFFERENT PROCEDURES FOR REVIEW AND APPROVAL OF BASE PLANS, DESCRIBING APPROPRIATE USE OF BASE PLANS, DESCRIBING THE CONSEQUENCES FOR DEVIATION FROM AN APPROVED BASE PLAN, ADOPTING A NEW CHAPTER 15.07 TO THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, GHMC Title 15 sets out the requirements for review, approval and issuance of building permits in the City and the authority to collect fees for permit issuance; and

WHEREAS, building contractors often submit the same residential plans for multiple permits on different lots; and

WHEREAS, plan review time prior to permitting is greatly reduced when plans (called “base plans”) have been previously reviewed and approved by the City; and

WHEREAS, base plan programs which offer reduced plan review fees for submittal of pre-approved plans are common among jurisdictions in Washington State; and

WHEREAS, implementation of a base plan program in the City will benefit Gig Harbor's citizens by reducing the cost of some residential building permits;

Now, therefore,

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

Section 1. A new chapter 15.07 is hereby added to the Gig Harbor

Municipal Code, which shall read as follows:

Chapter 15.07

Base Plans for Residential Structures

- 15.07.010 Base Plans Defined; Vesting.**
- 15.07.020 Base Plans Allowed Under Limited Circumstances; Amendments to Code Affecting Base Plans.**
- 15.07.030 Administration and Exemption from Project Permit Processing.**
- 15.07.040 Base plan application paths.**
- 15.07.050 Base plan submittal documents.**
- 15.07.060 Design Options**
- 15.07.070 Procedure for review of plans.**
- 15.07.080 Applicant Changes to base plans.**

- 15.07.010 Base Plans Defined; Vesting.**

A. Definition. A base plan means a generic plan for a structure that is reviewed and approved without being associated with a particular building permit or parcel. As set forth in this chapter, "path A" describes a process for initial review and approval of a base plan. "Path B" describes a process for approval of both the base plan and concurrent review and approval of a building permit application. "Path C" describes a process for review and approval of a base plan associated with a plan that was previously reviewed and approved by the City.

B. Vesting. Approval of a base plan alone does not constitute vesting of the plan for purposes of development regulations, land use controls or building codes.

15.04.020 Base Plans Allowed Under Limited Circumstances; Amendments to Code Affecting Base Plans.

A. When Allowed, Conditions.

1. Builders may apply to establish a base plan for detached one and two-family dwellings three stories or less in height; townhouses as defined in the International Residential Code; accessory structures such as detached garages and sheds, provided the plans meet the requirements of the currently adopted edition of the International Building Code or International Residential Code as amended and adopted by the City of Gig Harbor and State of Washington.

2. Base plans may not be used in the Historic District as described under GHMC Title 17.

3. Base plans for multiple single-family dwellings (townhouses) must be stamped by a Washington state registered architect or structural engineer.

B. Amendments to Codes. Whenever the applicable building code(s) change or are amended, the corresponding portion(s) of an approved base plan must be reviewed for compliance with the applicable codes. No base plan is vested to the codes used to review and approve a base plan that was submitted without any other permit applications for an individual parcel. Such additional reviews for code compliance are subject to additional fees, as set forth in the City's fee resolution.

15.07.030 Administration and Exemption from Project Permit Processing.

A. Administration. This chapter shall be administered and enforced by the Gig Harbor building official/fire marshal or his/her designee.

B. Exemption from Project Permit Processing. Pursuant to RCW 36.70B.140, the processing of a base plan is exempt from RCW 36.70B.060 through 36.70B.090 and RCW 36.70B.110 through 36.70B.130. This means that the City is not required to utilize the following procedures in the processing of a base plan: (1) optional consolidated permit process; (2) issuance of a determination of completeness; (3) notice of application; (4) no more than one open record hearing and one closed record appeal; (5) notice of decision; (6) issuance of a final decision within a deadline established by the City; (7) identification of elements of complete application. Because the review of a base plan is not associated with any particular parcel of property, SEPA review is not performed at the base plan stage, and if SEPA applies, will be performed at the time a building permit application is submitted.

15.07.040 Base plan application paths.

A. A base plan may be established by three paths:

1. The applicant may apply to establish a base plan before

having a specific site selected. The application will receive two separate, complete reviews by the Building and Fire Safety Division prior to approval. All comments and corrections required by the Division must be properly addressed prior to approval of the base plan;

2. The applicant may apply for a site-specific permit, and to establish a base plan concurrently. The application will receive two separate, complete reviews by the Building and Fire Safety Division prior to approval. All comments and corrections required by the Division must be properly addressed prior to approval of the base plan;

3. The applicant may use a plan previously approved by the division under the current code. The application may include a site-specific construction component. The plans will receive a second complete review and all comments and corrections required by the division must be properly addressed prior to approval of the base plan.

15.07.050 Base plan submittal documents.

A. Path A: Base plan application for new plans. A complete application for a base plan shall consist of all of the following:

1. Completed base plan application specifying that the plans are submitted for the establishment of a base plan;

2. When applicable, written permission from the engineer and/or architect of record approving repetitive use of the design;

3. Two sets of complete structural and architectural plans in 11 x 17 inch format, including foundation, floor, and framing plans, details, structural sections, building elevations, and any proposed options;

4. Complete code notes including specification of the code (IBC/IRC) and edition under which the design was completed;

5. Any other information deemed by the building official/fire marshal to be necessary to demonstrate code compliance.

B. Path B: Base plan application with site specific component.

1. Completed base plan application specifying that the plans are submitted for the establishment of a base plan and a complete building permit application as prescribed under GHMC 15.08.020 for use of the base plan when established;

2. When applicable, written permission from the engineer and/or architect of record approving repetitive use of the design;

3. Two sets of complete structural and architectural plans in 11 x 17 inch format including foundation, floor, and framing plans and details, structural sections, building elevations, and any proposed options;

4. Complete code notes including specification of the code (IBC/IRC) and edition under which the design was completed;

5. Any other information deemed by the building official/fire marshal to be necessary to demonstrate code compliance.

C. Path C: Base plan application for previously reviewed plans. A complete application to establish a base plan from previously approved plans shall consist of the following:

1. Completed base plan application specifying that the plans are submitted for the establishment of a base plan;
2. When applicable, written permission from the engineer and/or architect of record approving repetitive use of the design;
3. Two sets of complete structural and architectural plans in 11 x 17 inch format including foundation, floor, and framing plans and details, structural sections, building elevations, and any proposed options bearing the City approval stamp;
4. Complete code notes including specification of the code (IBC/IRC) and edition under which the design was completed;
5. Any other information deemed by the building official/fire marshal to be necessary to demonstrate code compliance.
6. If a site specific construction component is included, a complete building permit application as prescribed under GHMC 15.08.020 for use of the base plan when established.

D. Application for a building permit from a previously established base plan. A complete application for a building permit for use of an existing base plan shall consist of:

1. Complete building permit application as provided under GHMC 15.08.020.
2. 2 complete 11 x 17-inch plan sets identical to those in the base plan on file. Approved options used shall be clearly identified on the plans, with unused options struck through.
3. When the applicant is other than the base plan holder of record, written permission from the base plan holder for the use of the base plan.

15.07.060 Design Options

A. The applicant may include design options within the context of the base plan. Design options are limited to:

1. Plan reversals;
2. Alternate roof lines;
3. Bay windows;
4. Variations in foundation wall heights;
5. Similar alternatives without significant structural changes as approved by the building official/fire marshal.

B. Each option must be submitted on a separate sheet of not less than 11 x 17-inch format and must include any required structural changes and the supporting calculations, including the lateral and gravity load resistance system, stamped by the designer responsible for the engineering of the plans.

C. Base plans are limited to those structures within the scope of the *International Residential Code (IRC)*. Elements of structures falling outside of the prescriptive design requirements of the *IRC* such as lateral wall bracing,

foundation systems, and other structural provisions require an engineered design. Engineered design criteria may vary depending on site location for wind exposure, seismic ground motion and acceleration, and soil types. All designs shall address the most conservative assumptions for the Gig Harbor area or the base plan may be limited to use in sites meeting the design criteria.

15.07.070 Procedure for review of plans.

A. All base plan submittals will be reviewed by the Planning Division for conformance with the requirements of the Gig Harbor Design Manual. Base plan submittals shall not be approved until conformance with all applicable codes is established.

- B. Path A: Application to establish a new base plan from new plans.
1. The applicant shall schedule an appointment with the Building and Fire Safety Division for a base plan application;
 2. The applicant shall submit a complete base plan application and submittal documents at the time of the appointment;
 3. The applicant shall submit plan review and filing fees as set forth in a resolution adopted by the Council for this purpose;
 4. The application and plans shall be reviewed by two reviewers. A plan review comment letter with the relevant comments of both reviewers shall be provided to the applicant, who shall revise the submittals in accordance with the review letter requirements.
 5. The applicant shall provide 2 corrected sets of submittal documents for review and further comment if applicable.
 6. When the plans have been determined to be in compliance with all applicable codes, the applicant shall submit 2 copies of clean plans (no red lines) and one disc containing the final plans in PDF format. The building official shall stamp both plan sets "Approved as a Base Plan" and the plans shall be assigned a base plan number.
 7. One set of the approved base plan shall be returned to the applicant. One set shall be retained on record at the Building and Fire Safety Division.

- C. Path B: New base plan and site specific building permit.
1. The applicant shall schedule an appointment with the building and fire safety division for a base plan application;
 2. The applicant shall submit a complete base plan application and submittal documents as well as a complete building permit application in accordance with GHMC 15.08.020 at the time of the appointment;
 3. The applicant shall submit plan review and filing fees as set forth in a resolution adopted by the Council for this purpose;
 4. The application and plans shall be reviewed by two reviewers. A plan review comment letter with the relevant comments of both reviewers shall be provided to the applicant, who shall revise the submittals in accordance with the review letter requirements.

5. The applicant shall provide 2 corrected sets of submittal documents for review and further comment if applicable.

6. When the plans have been determined to be in compliance with all applicable codes, the applicant shall submit 2 copies of clean plans (no red lines) and one disc containing the final plans in PDF format. The building official shall stamp both plan sets approved as a base plan and the plans shall be assigned a base plan number.

7. One set of the approved base plan shall be returned to the applicant. One set shall be retained on record at the building and fire safety division.

8. Upon payment of all outstanding fees, including the site specific building permit fee, and approval of the site specific building permit by the planning, engineering and operations divisions the building official/fire marshal shall issue a building permit for the site specific component.

C. Path C: New base plan from previously approved plans.

1. The applicant shall schedule an appointment with the building and fire safety division for a base plan application;

2. The applicant shall submit a complete base plan application and submittal documents, including one 11 x 17 copy of the previously approved plans bearing the City's approval stamp at the time of the appointment;

3. The applicant shall submit plan review and filing fees as set forth in a resolution adopted by the Council for this purpose;

4. The application and plans shall be reviewed by one reviewer. A plan review comment letter with the relevant comments shall be provided to the applicant, who shall revise the submittals in accordance with the review letter requirements.

5. The applicant shall provide 2 corrected sets of submittal documents for review and further comment if applicable.

6. When the plans have been determined to be in compliance with all applicable codes, the applicant shall submit 2 copies of clean plans (no red lines) and one disc containing the final plans in PDF format. The building official shall stamp both plan sets approved as a base plan and the plans shall be assigned a base plan number.

D. Application for a permit to build from an established base plan.

1. The applicant shall submit a complete application in accordance with 15.08.020.

2. The applicant shall submit all applicable fees as specified under Resolution 639.

3. The plans shall be reviewed for compliance with all applicable federal, state and local regulations and conformance with the referenced, approved base plans on file with the City.

4. Upon approval by the planning and public works divisions, the building official/fire marshal shall stamp the conforming plans approved and

notify the applicant that the permit and plans are ready to be issued upon payment of all outstanding fees.

15.07.080 Applicant Changes to base plans.

A. No applicant may make a change to an approved base plan, except the City may require changes in the plan if an error is detected.

B Any change to a base plan found during inspection will void the building permit issued for use of the base plan. If the permit is voided under this subsection, the holder of the permit shall re-apply for a new building permit, paying the building permit application fees for new construction. The applicant will be credited with 80 percent of the original permit fee. A new plan review fee as set forth in a resolution adopted by the Council for this purpose shall be paid and the base plan review fee will not be refunded.

C. A stop work order shall issue for any base plan project changed in accordance with B above. Construction shall not be allowed to continue until after issuance of a new building permit for the project.

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 ___ day of _____, 2006.

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE CLARIFYING SEPA
APPEAL PROCEDURES
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

The City Attorney has recommended changes related to the State Environmental Policy Act (SEPA) by changing the appeal procedures for an administrative appeal of certain SEPA decisions to be consistent with Title 19 for processing of project permit applications. This change will also allow appeals of SEPA decisions relating to the legislative actions to be heard by the City Council, because the City Council is the final decision maker on legislative actions.

The City Attorney has prepared the ordinance as presented.

RECOMMENDATION

I recommend that City Council approve the ordinance as presented at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT, CHANGING THE APPEAL PROCEDURES FOR AN ADMINISTRATIVE APPEAL OF CERTAIN SEPA DECISIONS, TO BE CONSISTENT WITH TITLE 19 FOR PROCESSING OF PROJECT PERMIT APPLICATIONS, TO ELIMINATE AN UNNECESSARY APPEAL OF THE HEARING EXAMINER'S SEPA DECISION TO THE CITY COUNCIL, AND TO DIRECT ANY APPEAL OF A SEPA DECISION ON A LEGISLATIVE DECISION TO THE CITY COUNCIL.

WHEREAS, the State Environmental Policy Act (chapter 43.21C) allows the City to adopt procedures for administrative appeals of certain SEPA decisions; and

WHEREAS, the City has provided an appeal section in its SEPA Ordinance (Section 18.04.230); and

WHEREAS, the current appeal procedures are out-of-date because they allow an appeal to the City Council of the Hearing Examiner's decision on SEPA mitigation and project permit denials, even though Title 19 provides that the Hearing Examiner makes the final decision on most project permit applications; and

WHEREAS, the current procedures also require the Hearing Examiner to hold an appeal hearing and make the final decision on SEPA threshold determinations and EIS adequacy, regardless of whether the underlying action is a project permit application or a legislative decision (like a comprehensive plan amendment); and

WHEREAS, the City Council should instead be holding the appeal hearing and making the final decision on SEPA decisions relating to legislative action, because the City Council will be making the final decision on the legislative action; and

WHEREAS, the City's SEPA Responsible Official determined that this Ordinance is categorically exempt from SEPA, pursuant to WAC 197-11-800(19); and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of April 24, 2006 and during its regular City Council meeting of May 8, 2006; Now, Therefore,

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

Section 1. Section 18.04.230 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. A new Section 18.04.230 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

18.04.230 Appeals.

The City establishes the following administrative appeal procedures under RCW 43.21C.075 and WAC 197-110-680:

A. Appealable Decisions.

1. Only the following decisions may be administratively appealed under this chapter: (a) Final threshold determination; (2) mitigation or failure to mitigate in the SEPA decision; (3) Final EIS; and (4) project denials.

2. If the City does not provide for a hearing or appeal on the underlying action/permit, then the SEPA administrative appeal on the decisions listed in Subsection 18.04.230(A)(1) above shall be the only hearing and appeal allowed on the underlying action/permit.

B. Notice of Decision.

1. In the Notice of Decision issued by the City pursuant to GHMC 19.05.009 and for every decision for which an appeal is available in this Section, the SEPA Responsible Official shall give official notice of the date and place for commencing an appeal. The notice shall include:

a) Notice that the SEPA issues must be appealed within the time limit set by statute or ordinance for appealing the underlying governmental action;

b) The time limit for commencing the appeal of the underlying governmental action and SEPA issues, and the statute or ordinance establishing the time limit;

c) Where the appeal may be filed.

2. Written notice shall be provided to the applicant, all parties to any administrative appeal and all persons who have requested notice of decisions concerning the project. Such notice may be appended to the permit, the decision documents, the SEPA compliance documents or may be printed separately.

C. Timing of Appeal. The appeal shall take place prior to the City's final decision on a proposed action. However, the SEPA appeal hearing may be consolidated with any other hearing on the underlying permit or action.

D. Number of Appeals: Only one administrative appeal to the City is allowed of the decisions listed in Subsection 18.04.170(A) above.

E. Consolidated Appeals. If the underlying action/permit requires a hearing, any SEPA appeal shall be consolidated with the hearing or appeal of the underlying action/permit into one simultaneous hearing, with the exception of the following:

1. An appeal of a determination of significance (DS);
2. An appeal of a procedural determination made by the City when the City is a project proponent, or is funding a project, and chooses to conduct its review under SEPA, including any appeals of its procedural determinations, prior to submitting an application for a project permit. Subsequent appeals of substantive determinations by an agency with jurisdiction over the proposed project shall be allowed under the SEPA appeal procedures of the agency with jurisdiction;
3. An appeal of a procedural determination made by the City on a nonproject action; and
4. An appeal to the City Council under RCW 43.21C.060.

F. Timing of Appeal.

1. *SEPA Decision issues at the same time as underlying action*. An appeal of a SEPA decision that issued at the same time as the decision on a project action shall be filed within fourteen days (14) days after issuance of a notice of decision under GHMC 19.05.009 (or RCW 36.70B.130), or after notice that a decision has been made and is appealable.

2. *SEPA Decision allows Public Comment*. For a DNS or MDNS for which public comment is required (under this chapter) the appeal period shall be extended for an additional seven days.

3. *SEPA Threshold Decision issues prior to decision on underlying action*. An appeal of a threshold decision issued prior to a

decision on a project action shall be filed within fourteen (14) days after notice that the decision has been made and is appealable.

G. Consideration of SEPA Responsible Official's Decision. Procedural determinations made by the SEPA Responsible Official shall be entitled to substantial weight by the hearing examiner or city council in an appeal.

H. Administrative Record. An administrative record of the appeal must be provided, and the record shall consist of the following:

- a. Findings and conclusions;
- b. Testimony under oath; and
- c. A taped or written transcript. (The City may require that the appellant provide an electronic transcript.)

I. Exhaustion of Administrative Remedies. The City's administrative appeal procedure must be used before anyone may initiate judicial review of any SEPA issue for which the City allows an appeal in this Section.

J. Content of Appeal. Every appeal must be in writing, and must include the following:

1. The applicable appeal fee, as established by Resolution of the City Council;
2. Appellant's name, address and phone number;
3. A statement describing the appellant's standing, or why the appellant believes that he or she is aggrieved by the decision appealed from;
4. Identification of the application and decision which is the subject of the appeal;
5. Appellant's statement of grounds for appeal and the facts upon which the appeal is based with specific references to the facts in the record;
6. The specific relief sought;
7. A statement that the appellant has read the appeal and believes the content to be true, followed by the appellant's signature.

K. Timeliness of Appeals. On receipt of a written notice of appeal, the SEPA Responsible Official shall forward the appeal to the hearing examiner or city council (whichever is the hearing officer/body on the appeal), who shall determine whether the appeal is timely prior to the scheduling of any appeal hearing or consolidated open record hearing on an underlying project permit. A written decision will issue if the appeal is untimely and the appeal will not proceed.

L. Hearing Examiner Appeals.

1. *Jurisdiction.* All administrative appeals relating to project permit applications or any type of quasi-judicial or ministerial development applications that are not appealable to the City Council (pursuant to GHMC Section 19.01.003) shall be heard by the Hearing Examiner.

2. *Hearing.* The Hearing Examiner shall hold an open record public hearing on the appeal, as provided in chapter 19.05 GHMC.

3. *Date for Issuance of Decision.* The hearing examiner shall issue a decision on the appeal within the time period set forth in GHMC Section 19.05.008, unless a longer period is agreed to in writing by the applicant and hearing examiner.

4. *Appeals of Hearing Examiner's Decision.* The hearing examiner's decision on the timeliness of an appeal within his/her jurisdiction, and any other appeals allowed under this subsection within his/her jurisdiction shall be the final decision of the City. The hearing examiner's decision shall state that any appeal of the final decision shall be filed in Pierce County Superior Court (pursuant to chapter 36.70C RCW), or the Shorelines Hearings Board.

M. City Council Appeals.

1. *Jurisdiction.* The City Council shall hear all administrative appeals relating to legislative actions and applications. In addition, the City Council shall hear appeals relating to any other applications that are appealable to the City Council (pursuant to GHMC Section 19.01.003).

2. *Hearing.* For all legislative actions and applications, the City Council shall hold an open record hearing (chapter 19.05 GHMC). For any appeals relating to applications appealable to the City Council (pursuant to GHMC Section 19.01.003), the City Council shall hold a closed record hearing (chapter 19.06 GHMC).

3. *Record on Appeal.* There are no restrictions on the evidence and testimony received by the Council for an appeal relating to legislative actions and applications. For any other type of appeal, the City Council shall follow the requirements of chapter 19.06 GHMC for closed record appeals.

4. *Appeals of City Council's Decision.* The City Council's decision on the timeliness of an appeal within its jurisdiction and any other appeals allowed under this subsection within its jurisdiction shall be the final decision of the City. The City Council's decision shall state that any appeal of the final decision may be filed in Pierce County Superior Court within 21 days of issuance or the Growth Management Hearings Board.

N. Judicial Appeals.

1. When SEPA applies to a decision, any judicial appeal of that decision potentially involves both those issues pertaining to SEPA

and those which do not. This Section and RCW 43.21C.075 establish the time limits for raising SEPA issues, but existing statutes of limitation control the appeal of non-SEPA issues.

2. Appeals of the City's final decision shall be filed in superior court, but appellants must follow RCW 43.21C.075(6)(c), which provides that "judicial review under chapter 43.21C RCW shall without exception be of the governmental action together with its accompanying environmental determinations," which contemplates a single lawsuit.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ___ day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: 04/20/06

PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

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

On _____, 2006 the City Council of the City of Gig Harbor, Washington, approved Ordinance No. _____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE STATE ENVIRONMENTAL POLICY ACT, CHANGING THE APPEAL PROCEDURES FOR AN ADMINISTRATIVE APPEAL OF CERTAIN SEPA DECISIONS, TO BE CONSISTENT WITH TITLE 19 FOR PROCESSING OF PROJECT PERMIT APPLICATIONS, TO ELIMINATE AN UNNECESSARY APPEAL OF THE HEARING EXAMINER'S SEPA DECISION TO THE CITY COUNCIL, AND TO DIRECT ANY APPEAL OF A SEPA DECISION ON A LEGISLATIVE DECISION TO THE CITY COUNCIL.

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

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

APPROVED by the City Council at their regular meeting of _____, 2006.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: SECOND READING OF AN ORDINANCE CLARIFYING THE
PROCEDURE FOR PERMIT PROCESSING
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

The City Attorney has recommended changes related to project permit processing including clarifying the procedure for submission; acceptance; determinations of completeness; requests for additional information; lapsing of incomplete applications; prohibiting the "holding"; and cessation of processing of any applications, even if the request for such "holding" is made by the applicant.

The City Attorney has prepared the ordinance as presented.

RECOMMENDATION

I recommend that City Council approve the ordinance as presented at this second reading.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, CLARIFYING THE PROCEDURE FOR SUBMISSION, ACCEPTANCE, DETERMINATIONS OF COMPLETENESS, REQUESTS FOR ADDITIONAL INFORMATION, LAPSING OF INCOMPLETE APPLICATIONS, PROHIBITING THE “HOLDING” AND CESSATION OF PROCESSING OF ANY APPLICATIONS, EVEN IF THE REQUEST FOR SUCH “HOLDING” IS MADE BY THE APPLICANT.

WHEREAS, the City’s procedures for project permit processing are described in title 19 GHMC, and follow the requirements in chapter 36.70B RCW; and

WHEREAS, the City is required to process applications within certain time periods established by state law and City ordinance; and

WHEREAS, the City has adopted a concurrency ordinance that requires a finding that the development or activity described in the project permit application be concurrent with the City’s road facilities and water availability; and

WHEREAS, in situations where there is no concurrency on the City’s road system, applicants have requested that the City “hold” their applications indefinitely, in the apparent hope that the necessary road facilities will be constructed in the future; and

WHEREAS, such construction of the necessary road facilities may not occur until years in the future; and

WHEREAS, the City cannot “hold” applications indefinitely, providing applicants with the ability to vest rights to development regulations that existed at the time the application was determined complete; and

WHEREAS, to clarify this process, the code will be amended to describe the procedure for handling applications where concurrency is not available; and

WHEREAS, the City’s SEPA Responsible Official determined that this ordinance is categorically exempt under WAC 197-11-800(23); and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of _____ 2006 and at its regular City Council meeting of _____, 2006; Now, Therefore,

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

Section 1. Section 19.02.003 of the Gig Harbor Municipal Code is hereby amended to read as follows:

19.02.003 Submission and acceptance of application.

A. Submission of project permit application and associated concurrency application. Every project permit application must be accompanied by a concurrency application (under chapter 19.10 GHMC), unless the development described in the application is exempt under Part I of chapter 19.10 GHMC. The Planning Department shall immediately forward the concurrency application to the Public Works/Engineering Department for processing. The Planning Department shall then determine whether or not the project permit application is complete, following the procedures in this section.

B. The Public Works/Engineering Department shall notify the Planning Department within 28 days after initial receipt of the applications, whether the concurrency application is complete or incomplete. The Planning Department shall not make a finding that the project permit application is complete under this section unless and until notified by the Public Works/Engineering Department that the concurrency application is complete.

C. Determination of completeness. Within 28 days after receiving a project permit application, the City shall mail or personally deliver to the applicant a determination which states either: (1) that the application is complete; or (2) that the application is incomplete and what is necessary to make the application complete.

D. Identification of Other Agencies with Jurisdiction. To the extent known by the City, other agencies with jurisdiction over the project shall be identified in the determination of completeness.

E. Additional information. A project permit application is complete for the purposes of this section when it meets the

submission requirements of GHMC 19.02.002, the submission requirements of the applicable development regulations, and when the Public Works/Engineering Department has determined that a complete concurrency application has been submitted. The determination of completeness shall be made when the application is sufficiently complete for review, even though additional information may be required or project modifications may be undertaken subsequently. The director's determination of completeness shall not preclude the director's ability to request additional information or studies whenever new information is required, or substantial changes are made to the proposed project.

F. Incomplete applications.

1. Whenever the applicant receives a determination from the City that an application is not complete for either a project permit or concurrency application, the applicant shall have 90 days to submit the necessary information. Within 14 days after an applicant has submitted the requested additional information, the director shall make a determination of completeness and notify the applicant in the manner provided in subsection A-C of this section.

2. If the applicant does not submit the additional information requested within the 90 day period, for either the project permit or concurrency application, the director shall make findings and issue a decision, according to the Type I procedure described in GHMC 19.10.003, that the application has lapsed for lack of information necessary to complete the review. The decision shall state that no further action will be taken on the applications, and that if the applicant does not make arrangements to pick up the application materials from the Planning and/or Public Works/Engineering Departments within 30 days from the date of the decision, that the application materials will be destroyed.

3. When the director determines that an application has lapsed because the applicant has failed to submit required information within the necessary time period, the applicant may request a refund of the application fee remaining after the City's determination of completeness.

G. Director's Failure to Provide Determination of Completeness. A project permit application shall be deemed complete under this section if the director does not provide a written determination to the applicant that the application is incomplete as provided in subsection A-C of this section. This subsection G shall not apply to a concurrency application.

H. Date of Acceptance of Application. Project permit and concurrency applications shall not be officially accepted until complete. When an application is found complete, the director shall ~~accept it and~~ note the date of acceptance for continued processing.

I. After acceptance, the City shall begin processing the applications. Under no circumstances shall the City place any applications on "hold" to be processed at some later date, even if the request for the "hold" is made by the applicant, and regardless of the requested length of the "holding" period.

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this ____ day of _____, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, 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: 4/20/06
PASSED BY THE CITY COUNCIL:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO:

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

On _____, 2006 the City Council of the City of Gig Harbor, Washington, approved Ordinance No.____, the summary of text of which is as follows:

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO PROJECT PERMIT PROCESSING, CLARIFYING THE PROCEDURE FOR SUBMISSION, ACCEPTANCE, DETERMINATIONS OF COMPLETENESS, REQUESTS FOR ADDITIONAL INFORMATION, LAPSING OF INCOMPLETE APPLICATIONS, PROHIBITING THE "HOLDING" AND CESSATION OF PROCESSING OF ANY APPLICATIONS, EVEN IF THE REQUEST FOR SUCH "HOLDING" IS MADE BY THE APPLICANT.

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

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

APPROVED by the City Council at their regular meeting of _____, 2006.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISURAK, P.E., CITY ENGINEER
SUBJECT: SECOND READING OF AN ORDINANCE RELATING TO
VARIOUS AMENDMENTS TO THE CITY'S CONCURRENCY
MANAGEMENT SYSTEM
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

The City Attorney has recommended changes related to concurrency with the City's transportation, water, and sewer system; adding the requirement for a certificate of concurrency associated with sewer for development and utility extension agreements; changing the appeal procedure for denial of concurrency to allow an administrative appeal before the appeal on the underlying permit; clarifying that all mitigation and conditions on the concurrency determinations be included in the SEPA threshold decision on the underlying permit; amending various sections of Chapter 19 of the Gig Harbor Municipal Code; and repealing Section 19.10.022 of the Gig Harbor Municipal Code.

The City Attorney has prepared the ordinance as presented.

RECOMMENDATION

I recommend approval of the ordinance as presented at this second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO CONCURRENCY WITH THE CITY'S TRANSPORTATION, WATER AND SEWER SYSTEM, ADDING THE REQUIREMENT FOR A CERTIFICATE OF CONCURRENCY ASSOCIATED WITH SEWER FOR DEVELOPMENT APPLICATIONS AND UTILITY EXTENSION AGREEMENTS, ADDING THE REQUIREMENT FOR WATER AND TRANSPORTATION CONCURRENCY CERTIFICATES FOR UTILITY EXTENSION AGREEMENTS, CHANGING THE APPEAL PROCEDURE FOR DENIAL OF CONCURRENCY TO ALLOW AN ADMINISTRATIVE APPEAL BEFORE THE APPEAL ON THE UNDERLYING PERMIT, CLARIFYING THAT ALL MITIGATION AND CONDITIONS ON CONCURRENCY DETERMINATIONS SHALL BE INCLUDED IN THE SEPA THRESHOLD DECISION ON THE UNDERLYING PERMIT; AMENDING SECTIONS 19.01.001, 19.01.002, 19.10.003, 19.10.004, 109.10.010, 19.10.005, 19.10.006, 19.10.007, 19.10.008, 19.10.009, 19.10.011, 19.10.012, 19.10.013, 19.10.014, 19.10.015, 19.10.016, 19.10.017, 19.10.018, 19.10.019, 19.10.020, 19.10.021, 19.10.022, 19.10.023, 19.10.024, 19.10.025, 19.10.026, REPEALING SECTION 19.10.022 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the Growth Management Act ("GMA") contemplates "concurrency," in the sense that adequate public facilities must be available when the impacts of new development occur; and

WHEREAS, "available public facilities" are defined in GMA to mean that facilities or services are in place or that a financial commitment is in place to provide the facilities or services within a specified time (WAC 365-195-220); and

WHEREAS, "adequate public facilities" are defined in GMA to mean facilities which have the capacity to serve development without decreasing levels of service below locally established minimums; and

WHEREAS, “levels of service” are defined in GMA to mean an established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need; and

WHEREAS, the City operates a waste water treatment plant (WWTP) and provides sewer service to customers; and

WHEREAS, the WWTP has limited capacity to treat waste water, and in order to increase capacity to handle more waste water, the City must construct improvements to the WWTP; and

WHEREAS, the City discharges the effluent from the waste water treatment plant into Gig Harbor Bay, but has plans to construct the necessary facilities to discharge into Puget Sound; and

WHEREAS, in order for the City to discharge effluent into the waters of the State, the City is required to obtain a permit from the State of Washington under RCW 90.48.162 and 90.48.165; and

WHEREAS, such permit (NPDES permit) is limited as to the volume of the wastes and character of effluent; and

WHEREAS, the State may revoke the permit or impose fines on the City, if the permit limits/levels are exceeded; and

WHEREAS, because the City’s WWTP has limited capacity, and the City cannot exceed the limits/levels established in the NPDES permit issued by the State without severe consequences, the City Council finds that it is in the best interests of the citizens of Gig Harbor to adopt a sewer concurrency program, similar to the traffic and water concurrency program adopted in Chapter 19.10 GHMC, for

consistency with GMA and for the purpose of capacity monitoring, allocation and reservation of water in the City's sewer system; and

WHEREAS, the procedure in the existing concurrency program does not address the interface between the concurrency determination and SEPA mitigation in a SEPA threshold decision; and

WHEREAS, the appeal procedure in the existing concurrency program currently requires that an appeal of the concurrency determination must proceed in tandem with an appeal of the underlying permit; and

WHEREAS, in many instances, a denial of concurrency will result in a denial of the underlying permit application, but if there is no concurrency, there is no need for the City staff to review and process the underlying permit application on the merits to the point of a final decision; and

WHEREAS, the procedure needs to be changed so that an appeal of the concurrency determination may proceed prior to an appeal of the denial of the underlying permit; and

WHEREAS, the procedures regarding concurrency need to be changed to address concurrency mitigation so that such mitigation will be coordinated with any SEPA threshold determination on the underlying permit; and

WHEREAS, the City's SEPA Responsible Official has made a determination that this Ordinance is categorically exempt from SEPA under WAC 197-11-800(19); and

WHEREAS, on May 8, 2006, the Gig Harbor City Council considered this Ordinance during a regular meeting; and

WHEREAS on April 24, 2006, the Gig Harbor City Council held a public hearing on this Ordinance; Now, Therefore,

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

Section 1. Chapter 19.10 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**CHAPTER 19.10
CONCURRENCY MANAGEMENT**

I. OVERVIEW AND EXEMPTIONS

19.10.001. Purpose. The purpose of this Chapter is to implement the concurrency provisions of the Transportation and Utilities Elements of the City's Comprehensive Plan, and the Water and Sewer Comprehensive Plans, in accordance with RCW 36.70A.070(6)(e), consistent with WAC 365-195-510 and 365-195-835. No development permit shall be issued except in accordance with this Chapter, which shall be cited as the Concurrency Management Ordinance.

19.10.002. Authority. The Director of Community Development Public Works, or his/her designee, shall be responsible for implementing and enforcing the Concurrency Management Ordinance.

19.10.003. Exempt Development.

A. No development activity (as defined in Chapter 19.14 GHMC) shall be exempt from the requirements of this chapter unless the permit is listed below. The following types of permits are not subject to the capacity reservation certificate (CRC) process because they do not create additional long-term impacts on road facilities or sewer capacity in the City's waste water treatment plant, or water capacity in the City's water system:

1. Administrative interpretations
2. Sign permit
3. Street vacation
4. Demolition permit
5. Street Use Permit
6. Interior alterations with no change of use
7. Excavation/clearing permit
8. Hydrant use permit
9. Right of Way Permit
10. Single family remodeling with no change of use
11. Plumbing permit

12. Electrical permit
13. Mechanical permit
14. Excavation permit
15. Sewer connection permit
16. Driveway or street access permit
17. Grading permit
18. Tenant improvement permit
19. Fire code permit
20. Design review approval

Notwithstanding the above, if any of the above permit applications will generate any new p.m. peak hour trips, require additional sewer capacity, or increase water consumption, such application shall not be exempt from the requirements of this chapter.

B. 1. Traffic. This Chapter shall apply to all development applications for development or re-development if the proposal or use will generate any new p.m. peak hour trips. ~~3. If the new permit application will generate more than 15 new p.m. peak-hour trips, a transportation capacity evaluation application and report shall be required in conformance with Chapter 19.10 GHMC. Every application for development shall be accompanied by a concurrency application. If the concurrency application will generate more than 15 new peak p.m. hour trips, a Transportation Impact Analysis (TIA) report shall be required in conformance with GHMC Section 19.10.011. If the concurrency application will generate less than 15 new peak hour p.m. hour trips, a TIA report shall be required if one or more projected vehicle trips will pass through an intersection or roadway section identified with a Level of Service "D" on the City's comprehensive transportation plan. TIA reports will not be required for other concurrency applications with less than 15 new peak p.m. hour trips.~~

2. Water. This Chapter shall apply to all development applications or outside City limits utility extension agreements (under chapter 13.34 GHMC) for development or redevelopment if the proposal or use requires water, from the City's water system, In addition, this Chapter shall apply to existing developments to the extent that the property owner requires water for a use not disclosed on a previously submitted water service application under GHMC 13.02.030 or a previously submitted application for a capacity reservation certificate.

3. Sewer. This Chapter shall apply to all development applications or outside City limits utility extension agreements (under chapter 13.34 GHMC) for development or redevelopment if the proposal or use requires sewer from the City's Sewer System. In addition, this Chapter shall apply to existing developments to the extent that the property owner requires sewer for a use not disclosed on a previously approved request for sewer service or a previously approved application for a capacity reservation certificate.

19.10.004. Capacity Evaluation Required for Change of Use. Except for development exempt under GHMC 19.10.003, any development activity, as defined in the definition section of this Chapter, shall require a capacity evaluation in accordance with this Chapter.

A. Increased Impact on Road Facilities, and/or the City's Water System, and/or the City's Sewer System. If a change of use will have a greater impact on road facilities and/or the City's water system, and/or the City's Sewer System than the previous use as determined by the Director based on review of information submitted by the Developer, and such supplemental information as available, a CRC shall be required for the net increase only, provided that the Developer shall provide reasonably sufficient evidence that the previous use has been actively maintained on the site during the five (5) year period prior to the date of application for the capacity evaluation.

B. Decreased Impact on Road Transportation Facilities and/or the City's Water System, and/or the City's Sewer System. If a change of use will have an equal or lesser impact on road facilities and/or the City's water system and/or the City's Sewer System than the previous use as determined by the Director based on review of information submitted by the Developer, a CRC will not be required.

C. No Capacity Credit. If no use existed on the site for the five (5) year period prior to the date of application, no capacity credit shall be issued pursuant to this section.

D. Demolition or Termination of Use. In the case of a demolition or termination of an existing use or structure, the capacity evaluation for future redevelopment shall be based upon the net increase of the impact on road facilities or the City's water or sewer system for the new or proposed land use as compared to the land use existing prior to demolition, provided that such credit is utilized through a CRC, within five (5) years of the date of the issuance of the demolition permit.

~~19.10.010.~~ 19.10.005. Capacity Evaluations Required for Rezone Applications or Comprehensive Plan Amendments Requesting an Increase in Extent or Density of Development. A capacity evaluation shall be required as part of any application for a comprehensive plan amendment or zoning map amendment (rezone) which, if approved, would increase the intensity or density of permitted development. As part of that capacity evaluation, the Director shall determine whether capacity is available to serve both the extent and density of development which would result from the zoning/comprehensive plan amendment. The capacity evaluation shall be submitted as part of the staff report and shall be considered by the City in determining the appropriateness of the comprehensive plan or zoning amendment.

~~19.10.005~~ 19.10.006 All Capacity Determinations Exempt from Project Permit Processing. The ~~determinations made by the Director processing of applications~~ pursuant to the authority in this Chapter shall be exempt from project permit processing procedures, as described in this Title, except that the appeal procedures of GHMC Title 19 shall apply as specifically indicated herein, ~~pursuant to Part VIII of this chapter.~~ The City's processing of capacity determinations and resolving capacity disputes involves a different review procedure due to the necessity to perform continual monitoring of facility and service needs, to ensure continual funding of facility improvements, and to develop annual updates to the transportation and utilities ~~elements~~ of the comprehensive plan.

II. LEVEL OF SERVICE STANDARDS

19.10.006. Introduction. The concept of concurrency is based on the maintenance of specified levels of service through capacity monitoring, allocation and reservation procedures. Concurrency describes the situation in which water, sewer and/or road facilities are available when the impacts of development occur. For road facilities, this time period is statutorily established as ~~or~~ within six (6) years from the time of development. (See, RCW 36.70A.070(6)(C), WAC 365-195-210, definition of "available public facilities.")

A. Roads. The City has designated levels of service for road facilities in its transportation comprehensive plan:

1. to conform to RCW 47.80.030 for transportation facilities subject to regional transportation plans;
2. to reflect realistic expectations consistent with the achievement of growth aims;
3. for road facilities according to WAC 365-195-325; and
4. to prohibit development if concurrency for road facilities is not achieved (RCW 36.70A.070), and if sufficient public and/or private funding cannot be found, land use assumptions in the City's Comprehensive Plan will be reassessed to ensure that level of service standards will be met, or level of service standards will be adjusted.

B. Water. The City has a permitted withdrawal volume of water issued by the Department of Ecology. Level of Service as it relates to water is defined in the Water Element of the City's Comprehensive Plan as the ability to provide potable water to the consumer for use and fire protection. The ability to provide this water supply is ~~bound~~ limited by the water permit from the Department of Ecology.

C. Sewer. The City is required to obtain a permit from the Department of Ecology in order to discharge effluent into the waters of the State. This permit is limited by levels and volume. Level of service as it relates to sewer is defined in the City's Sewer Comprehensive Plan as the ability to provide sanitary sewer services to the consumer for use, treatment at the City's waste water treatment plant, and discharge into Puget Sound. The City's ability to provide such service is limited by the physical capacity of the City's waste water treatment plant as well as the NPDES permit issued by the Department of Ecology.

19.10.007. Level of Service Standards. Level of Service (LOS) is the established minimum capacity of public facilities or services that must be provided per unit of demand or other appropriate measure of need, as mandated by Chapter 36.70A RCW. LOS standards shall be used to determine if public facilities or services are adequate to support a development's impact. The City's established LOS for roads within the city limits shall be as shown in the Transportation Element of the City's Comprehensive Plan.

19.10.008. Effect of LOS Standards. The Director shall use the LOS standards set forth in the Transportation Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a Transportation CRC issued pursuant to this Chapter. The Director shall use the existing water rights as permitted by the Department of Ecology and as identified in the Water Utilities Element of the City's Comprehensive Plan to make concurrency evaluations as part of the review of any application for a Water CRC issued pursuant to this Chapter. In order to make a concurrency determination for sewer, the Director shall use the limits and levels established in the City's NPDES permit from the Department of Ecology, and evaluate the remaining capacity in the City's waste water treatment plant.

III. CAPACITY EVALUATIONS

19.10.009. Capacity Evaluations Required Prior to Issuance of CRC.

A. When the Requirements of this Chapter Apply. A capacity evaluation for transportation, water or sewer shall be required for any of the non-exempt activities identified in Part I of this Chapter.

~~1. Roads. A Transportation capacity evaluation application shall be required either in conjunction with or prior to the City's consideration of any development permit application depending on the time that the applications are filed, unless specifically exempted by this Chapter.~~

~~2. Water. A Water capacity evaluation application shall be required in conjunction with the City's consideration of any development permit application, unless specifically exempted by this Chapter.~~

3. B. The Director shall utilize requirements set forth in Part V to conduct a capacity evaluation, prior to issuance of a CRC. In addition to the requirements set forth in Part V, and specifically in GHMC 19.10.012, the Director may also utilize state law or the Washington Administrative Code, or such other rules regarding concurrency which may be established from time to time by administrative rule. In cases where LOS standards do not apply, the Director shall have the authority to utilize other factors in preparing capacity evaluations to include, but not be limited to, independent LOS analysis.

B. Capacity Reservation Certificates. A CRC will not be issued except after a capacity evaluation performed pursuant to Part V, indicating that capacity is available in all applicable road facilities and/or within the City's water or sewer system.

IV. SUBMISSION AND ACCEPTANCE OF APPLICATION

19.10.011. Water and Roads, Roads and Sewer: Application for Capacity Evaluation.

A. An application for a CRC and the application for the underlying development permit, or other activity shall be accompanied by the requisite fee, as determined by City Council Resolution. An applicant for a CRC shall submit the following information to the Director, on a form provided by the Director together with a development application:

1. Date of submittal.
2. Developer's name, address and telephone number.
3. Legal description of property as required by the underlying development permit application together with an exhibit showing a map of the property.
4. Proposed use(s) by land use category, square feet and number of units.
5. Phasing information by proposed uses, square feet and number of units, if applicable.
6. Existing use of property.
7. Acreage of property.
8. Proposed site design information, if applicable.
9. Traffic report prepared by a licensed professional engineer who is practicing as a traffic engineer, in the standardized format approved by the City Engineer; (Only for Transportation CRC).
10. The applicant's proposed mitigation (if any) for the impact on the City's transportation facilities.
11. Written consent of the property owner, if different from the developer.
12. Proposed request of capacity by legal description, if applicable.
13. ~~Purpose for which water is required. (Only for Water CRC).~~
14. ~~Purpose for which sewer is required. (Only for Sewer CRC).~~

13. Water hydraulic report prepared by a licensed professional engineer, which shall include the purpose for which the water is required.
14. Sewer hydraulic report prepared by a licensed professional engineer, which shall include the purpose for which the sewer is required.
15. Stormwater drainage report prepared by a licensed professional engineer.

B. Roads. Even if the traffic report is based on an estimation of impact, the applicant will still be bound by its estimation of impact, and any upward deviation from the estimated traffic impact shall require at least one of the following: a finding that the additional concurrency sought by the developer through a revised application is available to be reserved by the project; mitigation of the additional impact under SEPA; revocation of the CRC.

19.10.012. Submission and acceptance of an application for a CRC.

A. Notice of Application. Issuance of a Notice of Application for the underlying permit application shall be handled by the Planning Director or designee, following the process in GHMC Sec.19.02.004. The Notice of Application required by GHMC Sec.19.02.004 shall state that an application for a concurrency determination has been received by the City.

B. Determination of Completeness. The Planning staff Director shall immediately forward all CRC applications received with development applications to the Public Works/Engineering staff. Within 28 days after receiving an application for a CRC, the City Public Works/Engineering staff shall mail or personally deliver to the applicant a determination which states either: (1) that the concurrency application is complete; or (2) that the concurrency application is incomplete and what is necessary to make the application complete.

C. Additional Information. An application for a CRC is complete for purposes of ~~this section~~ initial processing when it meets the submission requirements in GHMC 19.10.011. The Determination of Completeness shall be made when the application is sufficiently complete for review even though additional information may be required or project modifications may be undertaken subsequently. The Director's Determination of Completeness shall not preclude the Director's ability to request additional information or studies.

D. Incomplete Applications.

1. ~~Whenever the applicant receives a determination from the City issues a determination that either the CRC or the underlying development application is not complete, the CRC application shall be handled in the same manner as a project permit application under GHMC Section 19.02.003. the application shall be given a "non-active" status, and will not be processed by the City. The City may process other applications submitted after "non-active" applications. Within 14 days after an~~

~~applicant has submitted the requested additional information, the Director shall make a Determination of Completeness for the CRC or discuss the completeness of the underlying application with the Planning Director, and notify the applicant in the manner provided in subsection A of this section. Once the CRC and the underlying development application is complete, the City will remove the “non-active” status, and begin processing the CRC application.~~

~~2. If the applicant does not submit the additional information requested within 90 days, the Director shall make findings and issue a decision that the application has lapsed for lack of information necessary to complete the review, and the applicant may request a refund of the application fee remaining after the City's Determination of Completeness. The City has no obligation to (a) hold any application materials beyond this date, (b) to notify the applicant that this 90 day period has lapsed, or (c) notify the applicant that the application has expired.~~

E. 2. Date of Acceptance of Application. An application for a CRC shall not be officially accepted or processed until it is complete and the underlying development application has been determined complete. When an application is determined complete, the Director shall accept it and note the date of acceptance.

V. PROCEDURE FOR DETERMINING CAPACITY

19.10.013. Method of Capacity Evaluation.

A. In order to determine concurrency for the purposes of issuance of a Transportation CRC, the Director shall make the determination described in Subsection B below. ~~A. above.~~ In order to determine concurrency for the purpose of issuance of a Water CRC, the Director shall make the determination described in Subsection C below. ~~B above.~~ In order to determine concurrency for the purpose of issuance of a sewer CRC, the Director shall make the determination described in Subsection D below. The Director may deem the development concurrent with road facilities or the City's water system, with the condition that the necessary facilities or services shall be available when the impacts of the development occur or shall be guaranteed to be available through a financial commitment in an enforceable development agreement (which shall be in a form approved by the city attorney). In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying permit application.

B. Road Facilities.

1. In performing the concurrency evaluation for road facilities, and to prepare the Transportation CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of road facilities. This shall involve the following:

a. a determination of anticipated total capacity at the time the proposed impacts of development occur;

b. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. calculation of the available capacity for the proposed development;

d. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation identified by the applicant to be provided by the applicant at the applicant's cost; and

e. comparison of available capacity with proposed development impacts.

2. The Director shall determine if the capacity of the City's road transportation facilities, less the capacity which is reserved can be provided while meeting the level of service performance standards set forth in the City's Comprehensive Plan, and, if so, shall provide the applicant with a Transportation CRC. The Director's determination will be based on the application materials provided by the applicant, which must include the applicant's proposed mitigation for the impact on the City's transportation facilities.

3. The City may utilize its on-call consultant traffic engineer to independently verify the available capacity. Such determination to use the on-call consultant shall be made by the City Engineer. The applicant shall be informed of the estimated cost of the review and the applicant shall provide monies to the City prior to the evaluation.

C. Water.

1. In performing the concurrency evaluation for water, and to prepare the Water CRC, the Director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City water system. This shall involve the following:

a. a determination of anticipated total capacity at the time the proposed impacts of development occur;

b. calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. calculation of the available capacity for the proposed development;

d. calculation of the impact on the capacity of the proposed development, minus the effects of any mitigation provided by the applicant; and

e. comparison of available capacity with proposed development impacts.

2. The Director shall determine if the capacity of the City's water facility, less the capacity which is reserved can be provided while remaining within the City's permitted water rights for withdrawal volume, and if so, shall provide the applicant with a Water CRC.

D. Sewer.

1. In performing the concurrency evaluation for sewer, and to prepare the sewer CRC determination, the director shall determine whether a proposed development can be accommodated within the existing or planned capacity of the City's sewer system. This shall involve the following:

a. A determination of anticipated total capacity at the time the proposed impacts of development occur;

b. Calculation of how much of that capacity will be used by existing developments and other planned developments at the time the impacts of the proposed development occur;

c. Calculation of the available capacity for the proposed development;

d. Calculation of the impact on the available capacity for the proposed development, minus the effects of any mitigation provided by the applicant; and

e. Comparison of available capacity with proposed development impacts.

2. The director shall determine if the capacity of the City's waste water treatment plant, less the capacity which is reserved, can be provided while remaining within the City's NPDES permit for discharge volumes and levels, and if so, shall provide the applicant with a sewer CRC.

D. E. Lack of Concurrency.

1. Roads. If the Director determines that the proposed development will cause the LOS of a City-owned road facility to decline below the standards adopted in the Transportation Element of the City's Comprehensive Plan, and improvements

or strategies to accommodate the impacts of development are not planned to be made concurrent with development, a Transportation CRC and the underlying development permit, if such an application has been made, shall be denied, ~~pursuant to GHMC Section 19.10.018 and any other provisions of Title 19 that may be applicable to denial of the underlying development permit.~~

2. Water. If the Director determines that there is no capacity available in the City's water system to provide water for a proposed project, and improvements or strategies to accommodate the impacts of development are not planned to be made concurrent with development, the Director shall deny the Water CRC. The City has the discretion allowed under the Gig Harbor Municipal Code to deny the underlying development application, depending on the applicant's ability to provide water for the proposed project from another source.

~~3. Appeals of the Director's denial of a CRC may be filed pursuant to Part VIII of this chapter.~~

VI. CAPACITY RESERVATION CERTIFICATES (CRCs)

19.10.014. Purpose of Capacity Reservation Certificate.

A. A Transportation CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not cause the level of service on a City-owned road facility to decline below the standards adopted in the transportation element of the City's comprehensive plan, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. the proposed development activity or development phase will be concurrent with the applicable road facilities at the time the Transportation CRC is issued; and (2) Upon issuance of a road transportation CRC, the Director has will reserved road transportation facility capacity for this application until the expiration of the underlying development permit or as otherwise provided in GHMC Section 19.10.020.

B. A Water CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not exceed the City's existing water rights or the limits of any State-issued permit, or (2) that a financial commitment (embodied in a development agreement) is in place to complete the necessary improvements or strategies within six years. Upon issuance of a Water CRC, the Director will reserve water capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC Section 19.10.020, or as set forth in the outside City limits utility extension agreement.

C. A Sewer CRC is a determination by the Director that: (1) the proposed development identified in the CRC application does not exceed the City's existing NPDES permit limits or the existing capacity in the City's waste water treatment plant, or (2) that a financial commitment (embodied in a development agreement) is

in place to complete the necessary improvements or strategies within six years. Upon issuance of a Sewer CRC, the Director will reserve sewer capacity for the application until the expiration of the underlying development permit or as otherwise provided in GHMC Section 19.10.020 or as set forth in the outside City limits utility extension agreement.

D. The factors affecting available water or sewer capacity or availability may, in some instances, lie outside of the City's control. The City's adoption of this chapter relating to the manner in which the City will make its best attempt to allocate water or sewer capacity or availability does not create a duty in the City to provide water or sewer service to the public or any individual, regardless of whether a Water or Sewer CRC has been issued. Every Water Availability Certificate and Water or Sewer CRC shall state on its face that it is not a guarantee that water and/or sewer will be available to serve the proposed project. ~~In no event shall the Director determine concurrency for a greater amount of capacity than is needed for the development proposed in the underlying permit application.~~

19.10.015. Procedure for Capacity Reservation Certificates. ~~Within ninety (90) days~~ After receipt of a complete application for a CRC, the Director shall process the application, in accordance with this Chapter, and issue the CRC or a Denial Letter.

19.10.016. Use of Reserved Capacity. When a valid development permit is issued for a project possessing a CRC, the CRC shall continue to reserve the capacity unless the development permit lapses or expires without the issuance of a Certificate of Occupancy. For outside City limits utility extension agreements, capacity shall be reserved as set forth in the agreement between the parties.

19.10.017. Transfer of Reserved Capacity. Reserved capacity shall not be sold or transferred to property not included in the legal description provided by the developer applicant in the application for a CRC. The developer applicant may, as part of a development permit application, designate the amount of capacity to be allocated to portions of the property, such as lots, blocks, parcels, or tracts included in the application. Capacity may be reassigned or allocated within the boundaries of the original reservation certificate by application to the Director. At no time may capacity or any certificate be sold or transferred to another party or entity to real property not described in the original application.

19.10.018. Denial Letter.

A. Roads. If the Director determines that there is a lack of concurrency under the above provisions, that one or more road facilities are not concurrent, the Director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information:

(1) for Roads: (a) an estimate of the level of the deficiency on the road transportation facilities; and (b) the options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost.

~~B. Water. If the Director determines that there is inadequate water capacity in the City's water system for the proposed project, the Director shall issue a denial letter, which shall advise the applicant that capacity is not available. If the applicant is not the property owner, the Denial Letter shall also be sent to the property owner. At a minimum, the Denial Letter shall identify the application and include the following information:-~~

(2) for Water: (a) the options available to the applicant such as private water supply or other water purveyor services; (b) the options available to the applicant such as the applicant's agreement to construct the necessary facilities at the applicant's cost; (c) a Statement that if the applicant does not contact the City Planning and Building Department regarding the applicant's ability to obtain water from another source, the underlying development permit may be denied.

(3) for Sewer: (a) the options available to the applicant such as a temporary septic system (for in-City residents), which the applicant would install and agree to remove at his/her own cost when sewer capacity became available (in a development agreement).

(4) For All: a statement that the Denial Letter may be appealed if the appeal is submitted to the City Engineer within ten (10) days after issuance of the Denial Letter, and that the appeal must conform to the requirements in GHMC Section 19.06.004.

~~G. B. In order to appeal from the issuance of a Denial Letter, the developer shall appeal both the Denial Letter prior to issuance of the City's decision on the underlying development application. If an appeal is filed, processing on the underlying development application shall be stayed until the final decision on the appeal. and the development permit denial pursuant to Part VIII of this chapter.-~~

19.10.019. Notice of Concurrency Determination. Notice of the concurrency determination shall be given to the public together with, and in the same manner as, that provided for the SEPA threshold determination for the underlying development permit, unless the project is exempt from SEPA, in which case notice shall be given in the same manner as a final decision on the underlying development permit without any accompanying threshold determination. In the case of an approved CRC, any conditions or mitigation in the approval shall be included in the SEPA threshold decision or underlying permit decision (if categorically exempt from SEPA). If a Denial Letter is not timely appealed, the underlying permit will be processed, and in most instances, will result in a denial. If a Denial Letter is appealed, any mitigation or conditions included in the Appeal Decision shall be

included in the SEPA threshold decision or underlying permit decision (if categorically exempt from SEPA).

VII. CAPACITY RESERVATION CERTIFICATE (CRC)

19.10.020. Expiration and Extensions of Time.

A. Expiration. If a Certificate of Occupancy has not been requested prior to the expiration of the underlying permit or termination of the associated development agreement, the Director shall convert the reserved capacity to available capacity for the use of other developments. The act of requesting a Certificate of Occupancy before expiration of the CRC shall only convert the reserved capacity to used capacity if the building inspector finds that the project actually conforms with applicable codes.

B. Extensions for Road Facilities. The City shall assume that the developer requests an extension of transportation capacity reservation when the developer is requesting a renewal of the underlying development permit. No unused capacity may be carried forward beyond the duration of the Transportation CRC or any subsequent extension.

C. Extensions for Water or Sewer. The City shall not extend any Water or Sewer CRC. If the applicant submits an application for an extension of the underlying permit, the applicant shall submit a new application for a concurrency determination for water or sewer under this Chapter.

D. If a CRC has been granted for a rezone or comprehensive plan amendment, the CRC shall expire when the development agreement for the comprehensive plan or rezone terminates. If there is no associated development agreement, the CRC shall expire within five (5) years after the approval anniversary date.

VIII. APPEALS OF CONCURRENCY DETERMINATION

19.10.021. Appeals. Upon receipt of an appeal of the Denial Letter, the Director shall handle the appeal as follows:

A. A meeting shall be scheduled with the applicant to review the Denial Letter and the application materials, together with the appeal statement.

B. Within fourteen (14) days after the meeting, the Director shall issue a written Appeal Decision, which will list all of the materials considered in making the decision. The Appeal Decision shall either affirm or reverse the Denial Letter. If the Denial Letter is reversed, the Director shall identify all of the conditions or mitigation to be imposed on the application in order to achieve concurrency.

C. The conditions or mitigation identified in the Appeal Decision shall be incorporated into the City's SEPA threshold decision on the application.

D. The Appeal Decision shall state that it may be appealed with any appeal of the underlying application or activity, pursuant to GHMC Section 19.06.004.

~~Concurrency Determination to be Appealed with Underlying Permit. Any appeal of the denial of a concurrency determination shall include appeal of the denial of the underlying development permit application. The appeal shall follow the procedure for the underlying permit as set forth in Title 19, chapter 19.06 GHMC. If there is no administrative appeal procedure in Title 19 GHMC for the underlying permit, the appeal shall follow the process for an appeal of a Type II permit.~~

~~19.10.022. Time limit to bring appeal. An appeal of a denial letter and the underlying development application shall be brought within the time period set forth in GHMC Sec.19.06.004.~~

IX. CONCURRENCY ADMINISTRATION

19.10.023. Purpose and Procedure. The purpose of this Part is to describe the process for administering the Concurrency Ordinance. Capacity accounts will be established, to allow capacity to be transferred to various categories in the application process. Capacity refers to the ability or availability of water in the City's water system. With regard to the sewer system, capacity refers to the availability of capacity to treat effluent in the City's waste water treatment plant to the levels and volume limits in the City's NPDES permit. Capacity also refers to the ability or availability of road facilities to accommodate users, expressed in an appropriate unit of measure, such as LOS for road facilities. Available capacity represents a specific amount of capacity that may be reserved by or committed to future users of the City's water and or sewer system or road facilities.

19.10.024. Capacity Classifications. There are hereby established two capacity accounts for water, ~~and two capacity accounts for transportation and sewer,~~ to be utilized by the Director in the implementation of this Chapter. These accounts are:

- A. the Available Capacity account; and
- B. the Reserved Capacity account;

Capacity is withdrawn from the available capacity account and deposited into a reserved capacity account when a CRC is issued. Once the proposed development is constructed and an occupancy permit is issued, the capacity is considered "used." Each capacity account of available or reserved capacity will experience withdrawals on a regular basis. Only the Director may transfer capacity between accounts.

19.10.025. Annual Reporting and Monitoring. The Director is responsible for completion of an Annual Transportation, Water and Sewer Capacity Availability Reports and an Annual Water Capacity Availability Report. These reports shall evaluate reserved capacity and permitted development activity for the previous twelve month period, and determine existing conditions with regard to available capacity for road, sewer and water facilities. The evaluations shall report on capacity used for the previous period and capacity available for the Six-Year Capital Facilities and Utilities Element of the City's Comprehensive Plan, Six-year Transportation Plan, for road facilities, based upon LOS standards and the Sewer and Water Comprehensive Plans. Forecasts shall be based on the most recently updated schedule of capital improvements, growth projections, water rights, annual water withdrawal volumes, limits of the NPDES permit, public road facility inventories, and revenue projections and shall, at a minimum, include:

- A. A summary of development activity;
- B. The status of each Capacity Account;
- C. The Six-year Transportation Plan;
- D. Actual capacity of selected street segments and intersections, and current LOS; and
- E. Recommendations on amendments to CIP and annual budget, to LOS standards, or other amendments to the transportation element of or to the Comprehensive Plan.
- F. Existing water rights and Annual Withdrawal Volumes.
- G. Limits in the City's NPDES permit and finding of available capacity in the City's waste water treatment plant.

The findings of the Annual Capacity Availability Report shall be considered by the Council in preparing the annual update to the Capital Improvement Element, any proposed amendments to the CIP and Six-year TIP, and shall be used in the review of development permits and capacity evaluations during the next period.

Based upon the analysis included in the Annual Capacity Availability Reports, the Director shall recommend to the City Council each year, any necessary amendments to the CIP, TIP, Utilities Water Element of the Comprehensive Plan, and Comprehensive Plan. The Director shall also report on the status of all capacity accounts when public hearings for Comprehensive Plan amendments are heard.

19.10.026. Road LOS Monitoring and Modeling.

A. The City shall monitor Level of Service standards through an annual update of the Six Year Transportation Plan which will add data reflecting development permits issued and trip allocations reserved.

B. A new trip allocation shall be assigned for each Traffic Analysis Zone, based on the results from the Traffic Demand Model used by the City, to ensure that

the City is achieving the adopted LOS standards described in this Chapter and the transportation element of the Comprehensive Plan.

C. Amendments to the Trip Allocation Program that exceed the total aggregate annual trip allocation per zone for any given year shall require an amendment to the Comprehensive Plan. Monitoring and modeling shall be required and must include anticipated capital improvements, growth projections, and all reserved and available capacity.

Section 2. Attached here and incorporated herein is the standardized format required for the traffic impact analysis. The impact analysis shall be completed at the time of submittal of the original application.

Section 2 3. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 3 4. Effective Date. This Ordinance shall take effect and be in full force five days after passage.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this 8th day of May, 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY:

BY _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: 4/19/06
PASSED BY THE CITY COUNCIL: 5/8/06
PUBLISHED: 5/17/06
EFFECTIVE DATE: 5/22/06

Traffic Impact Analysis

STANDARDIZED FORMAT

A. Introduction

A Traffic Impact Analysis is a specialized study of the impacts a certain type and size of development will have on the surrounding transportation system. The traffic impact analysis is an integral part of the development impact review process. It is specifically concerned with the generation, distribution, and assignment of traffic to and from the “new development”. The purpose of a TIA is to determine what impact development traffic will have on the existing and proposed street network and what impact the existing and projected traffic on the street system will have on the “new development”.

These guidelines have been prepared to establish the requirements for a Traffic Impact Analysis. The City Engineer will be the person responsible under SEPA as well as City ordinances for determining the need for a Traffic Impact Analysis. The planning department and public works staff will also have a significant role during the TIA process.

B. Level of Analysis

To adequately assess a “new development” traffic impact on the transportation system and level of traffic service, the City Engineer may require a traffic impact analysis (TIA). The requirement for a TIA will be based on the size of the development proposed, existing street and intersection conditions, traffic volumes, accident history, community concerns, and other pertinent factors relating to traffic impacts attributable to “new developments”. The proponent of a proposed development or redevelopment has the responsibility of preparing, for City review, a Traffic Impact Analysis (TIA) as required below:

- Level I TIA. Trip Generation and Distribution Study. (Exhibit AA shows a Level I TIA Sample Outline.)
- Level II TIA. Traffic Impact Analysis. (Refer to Exhibit BB for Sample Outline.)

C. Warrants for Level I Traffic Impact Analysis

A complete Level I TIA shall be required if any one of the following

warrants is met:

- If the concurrency application will generate less than 15 new peak p.m. hour trips, a TIA report shall be required if one or more projected vehicle trips will pass through an intersection or roadway section identified with a Level of Service “D” on the City’s comprehensive transportation plan. TIA reports will not be required for other concurrency applications with less than 15 new peak p.m. hour trips.

A Level I TIA may be required by the City to determine the need and scope of a Level II TIA. A Level I TIA may be expanded to a Level II TIA if any of the warrants in Section D is met.

D. Warrants for Level II Traffic Impact Analysis

The following is a list of specific conditions that may dictate the requirement for preparing a Level II TIA. The City Engineer may require the preparation of a TIA if one or more of the following conditions are satisfied:

- The project generates more than 15 PM peak hour trips.
- The City has required that an Environmental Assessment or Environmental Impact Statement be prepared;
- A rezone of the subject property is being proposed;
- Current traffic problems exist in the local area as identified by the City or a previous traffic study, such as a high-accident location, poor roadway alignment, or capacity deficiency;
- Adjacent neighborhoods or other areas are perceived to be impacted;
- The current or projected level of service of the roadway system in the vicinity of the development is perceived to be significantly affected, or is expected to exceed City adopted level of service standards;
- The new development may potentially affect the implementation of the street system outlined in the Transportation Element of the

comprehensive plan, the Transportation Improvement Program, or any other documented transportation project;

- The original TIA is more than 2 years old or the proposed land use intensity increased by more than 10%.
- The “new development” is within an existing or proposed transportation benefit area. This may include Latecomer Agreements, Local Improvement Districts (LID), or local/state transportation improvement areas programmed for development reimbursements.
- The “new development” generates more than 25% of site-generated peak hour traffic through a signalized intersection or the “critical” movement at an unsignalized intersection.

E. Equivalent Development Units

The Institute of Transportation Engineers (ITE) Trip Generation Manual provides trip generation rates for a variety of land uses, consisting of average rates or fitted curve equations. Some common land uses and their equivalent development units are shown below:

Land Use (LU code)	PM Peak Hour Trips		
	Basic Trip Rate	Enter	Exit
Single Family Detached Housing (LU 210)	1.01 per dwelling unit	64%	36%
Apartment (LU 220)	0.62 per dwelling unit	67%	33%
Industrial Park (LU 130)	0.92 per 1,000 sq ft gross floor area	21%	79%
Movie Theater with Matinee (LU 444)	44.53 per movie screen	52%	48%
Day Care Center (LU565)	13.20 per 1000 sq ft gross floor area	47%	53%
General Office Building (LU 710)	0.46 per employee	17%	83%
Shopping Center (LU 820)	3.74 per 1000 sq ft gross leasable area	48%	52%
Fast Food Restaurant with Drive-Through Window (LU 834)	0.94 per Seat	53%	47%

Land Use (LU code)	PM Peak Hour Trips		
	Basic Trip Rate	Enter	Exit
Drive-in Bank (LU 912)	54.77 per 1000 sq ft gross floor area	50%	50%

F. Report Certification

Traffic Impact Analyses (TIA) shall be conducted under the direction of a responsible individual or firm acceptable to the City Engineer. The TIA shall be prepared by an engineer licensed to practice in the State of Washington with special training and experience in traffic engineering and who is a member of the Institute of Transportation Engineers (ITE). The developer shall provide the City Engineer the credentials of the individual(s) selected to perform the TIA.

G. Extent of Study Area

The study area shall include all site access drives, adjacent roadways, and major roadways and intersections in all directions from the site that are impacted by 15 or more inbound and outbound PM peak hour trips, or less as required by the City. Once the trip distribution for the new development has been approved by the City Engineer, a formal “scoping” meeting shall be conducted to clearly identify study area and contents expected in the TIA.

H. Impacts to Other Jurisdictions

The City will cooperate with Pierce County and other cities within the county to expeditiously review the transportation impacts of developments within the respective jurisdictions. The City will require the consideration of comments provided to the City by other jurisdictions impacted by new development that occurs with the City limits.

I. Selection of Horizon Years

The Horizon Year shall be the anticipated build-out/full occupancy year for the development. Development with several stages of construction activity shall select a number of horizon years corresponding with the opening of each phase.

J. Scope of Work

The level of detail and scope of work of a TIA may vary with the size, complexity, and location of the “new development. A TIA shall be a thorough review of the immediate and long-range effects of the “new development” on the transportation system.

- **“New Development” Prospectus**

1. Provide a reduced copy of the site plan showing the type of development, street system, right-of-way limits, access points, and other features of significance in the “new development”. The site plan shall also include pertinent off-site information, such as locations of adjacent intersections, driveways, land use descriptions, street right-of-way limits with respect to the existing roadway and other features of significance.
2. Provide a vicinity map of the project area showing the transportation system to be impacted by the development.
3. Discuss specific development characteristics such as type of development proposed (single-family, retail, industrial, etc.), internal street network, proposed access locations, parking requirements, zoning, and other pertinent factors attributable to the “new development”.
4. Discuss project completion and occupancy schedule for the “new development”. Identify horizon years for traffic analysis purposes.

- **Existing Conditions**

1. Discuss street characteristics including functional classification, number of travel lanes, lane width, shoulder treatment, bicycle path corridors and traffic control at study intersections. A “Figure” may be used to illustrate existing transportation facilities.
2. Identify safety and access problems including discussions on accident history, sight distance restrictions, traffic control, and pedestrian conflicts.
3. Obtain all available traffic data from the City of Gig Harbor. If data is unavailable, the individual or firm preparing the

TIA shall collect the necessary data to supplement the discussions and analysis in the TIA.

4. Conduct manual peak hour turning movement counts at study intersections if traffic volume data is more than 2 years old unless otherwise required by the City.
5. A “Figure” shall be prepared showing existing average daily traffic (ADT) and peak hour traffic volumes on the adjacent streets and intersections in the study area. Complete turning movement volumes shall be illustrated. This “Figure” shall represent the base line traffic volumes for analysis purposes.

- **Development Traffic**

This element of the TIA shall be conducted initially to identify the limits of the study area. The threshold requirement of development traffic exceeding 15 PM peak hour trips shall apply. The individual or firm preparing the TIA shall submit to the City Engineer a “Figure” illustrating the proposed “trip distribution” for the new development. The trip generation shall be included in a table form on the “Figure” with the peak hour traffic volumes assigned to the study area in accordance with the trip distribution.

- **Future Traffic**

1. Future Traffic Conditions Not Including Site Traffic
Future traffic volumes shall be estimated using information from transportation models or applying an annual growth rate to the base line traffic volumes. The future traffic volumes shall be representative of the horizon year for project development. The City Engineer will determine an appropriate growth rate if that option is utilized.

In addition, proposed “on-line” pipeline development projects shall be taken into consideration when forecasting future traffic volumes. The increase in traffic from proposed pipeline projects shall be compared to the increase in traffic by applying the appropriate growth rate.

2. Future Traffic Conditions Including Site Traffic
The site-generated traffic shall be assigned to the street

network in the study area based on the approved trip distribution. The site traffic shall be combined with the forecasted traffic volumes to show the total traffic conditions estimated at development completion. A Figure will be required showing daily and peak period turning movement volumes for each traffic study intersection. In addition, a Figure shall be prepared showing the baseline volumes with site-generated traffic added to the street network. This Figure will represent the site-specific traffic impacts to existing conditions.

- **Traffic Operations**

The Level of Service (LOS) and capacity analysis shall be conducted for each pertinent intersection in the study area as determined by the City Engineer. The methodology and procedures for conducting the capacity analysis shall follow the guidelines specified in the most recent edition of the Highway Capacity Manual. The individual or firm preparing the TIA shall calculate the intersection LOS for each of the following conditions:

1. Existing PM peak hour traffic volumes (Figure required)
2. Existing PM peak hour traffic volumes including site-generated traffic (as required by the City)
3. Future PM peak hour traffic volumes not including site traffic (Figure required)
4. Future PM peak hour traffic volumes including site traffic (Figure required)
5. Level of service results for each traffic volume scenario (Table required)

The Level of Service table shall include LOS results for PM peak periods. The table shall show LOS conditions with corresponding vehicle delays for signalized intersections.

The capacity analyses for existing signalized intersections shall include existing phasing, timing, splits and cycle lengths in the analysis as observed and measured during the peak hour traffic periods.

If the “new development” is scheduled to be completed in phases, the TIA shall conduct a LOS analysis for each separate development phase. The incremental increases in site traffic from each phase shall be included in the LOS analysis for each

proceeding year of development completion. A “Figure” will be required for each horizon year of phased development.

If the “new development” impacts a traffic signal coordination system currently in operation, the City Engineer may require the TIA to include operational analysis of the system. Timing plans and proposed modifications to the coordination system may be required.

The capacity analysis shall be conducted using computer software. The individual or firm preparing the TIA shall use SIGNAL2000, or an approved equivalent, for capacity analysis of signalized intersections. The computer worksheets shall be submitted concurrently with the TIA document to the City Engineer. For unsignalized intersections, the Highway Capacity Manual methodology shall be used. SIDRA software shall be used for enhancing modern roundabout intersections. A copy of the capacity analyses worksheets shall be submitted concurrently with the TIA document.

- **Mitigation**

The TIA shall include a proposed mitigation plan. The mitigation may be either the construction of necessary transportation system improvements and/or contributions to the City for the new development’s fair share cost of identified future transportation improvements. Mitigation measures shall be required to the extent that the transportation facilities operate at or above the City’s adopted Level of Service (LOS) standards.

The following guidelines shall be used to determine appropriate mitigating measures of traffic impacts generated by new developments:

1. On transportation facilities where the need to construct improvements by the horizon year of the “new development”, the cost for the mitigation will be entirely born by the “new development”. However, in the event the Community Development Department identifies more than one development under simultaneous review, accumulative impacts and distribution of mitigation costs may be considered.

2. On transportation facilities programmed for new improvements as part of a City project, the adverse traffic impacts of the “new development” will be considered mitigated by providing a proportionate share contribution of the costs for the proposed improvements. The proportionate share costs for the improvements shall be based on the percentage of “new development” traffic generated through the intersection. The percentage shall be based on the total projected peak hour volumes for the horizon year of the transportation study.
3. On transportation facilities where the existing Level of Service is less than the adopted concurrency standard, and where no improvements are programmed to improve capacity and traffic operations, the “new development” shall mitigate the intersection to an acceptable Level of Service condition or wait until the improvements are implemented by the City or other developments. Improvements made by the City prior to the development of the subject project shall be reimbursed by the “new development” based on a proportionate fair share cost of the facility improvements.
4. Unsignalized intersections that currently operate at less than a Level of Service “D” condition, including the urban core area, shall be analyzed for traffic signal and intersection improvements. If two or more traffic signal warrants are satisfied, signal and intersection improvements will be required as a mitigating measure for the “new development”. If at least 2 traffic signal warrants are not satisfied by the “new development’s” horizon year, the TIA shall determine if traffic signal warrants and intersection improvements would be needed within a 5-year period after the “new development’s” horizon year. The “new development” would be required to provide a proportionate share cost towards future traffic signal and intersection improvements if warranted with the 5-year period.

However, if traffic signal warrants are not satisfied after a 5-year period from the “new development’s” horizon year, mitigating impacts would not be required from the “new development” for traffic signal and intersection improvements.

5. Signalized intersections in the city where the projected Level of Service condition is at “D” but where one or more of the

Level of Service conditions on the approaches falls below Level of Service “D”, mitigating measures may be required to improve the capacity and traffic operations at the intersection. The City reserves the right to review all adverse traffic impacts at these intersections and to determine appropriate mitigating measures.

K. Access Management

Requests for site access shall be addressed in the Traffic Impact Analysis. Recommendations shall include site access and transportation improvements needed to maintain traffic flow to, from, within, and past the site at an acceptable and safe level of service.

Areas to address include:

- Separate conflict areas. Reduce the number of access points or increase their spacing so conflict areas or maneuver areas do not overlap.
- Limit the type of conflict areas by preventing certain maneuvers.
- Remove turning vehicles or queues from through lanes.
- Safety of a proposed access (sight distance both horizontally and vertically) including pedestrian features.
- Reduce the speed differential in through lanes between through vehicles and turning vehicles.
- Consider the impact of access points on adjacent or nearby properties on both sides of the roadway.
- Verify that the proposed access meets the City of Gig Harbor’s Public Works Standards.

Improvements include such things as: relocation, restriction, or elimination of access points; roadway widening; turning lanes; traffic signals; modern roundabouts; and pedestrian facilities.

L. Traffic Calming

Internal traffic calming shall be incorporated into all developments to control cut through traffic and reduce speed within the development. The Traffic Impact Analysis shall identify and propose specific traffic calming measures and locations to be incorporated in the development. Traffic calming shall be aesthetically pleasing. Public transportation shall also be evaluated. The traffic calming plan shall include an overall drawing of the development and identify specific locations and

features to be included in the development. The proponent's Traffic Engineer shall work with the Community Development Department to develop a traffic calming plan for the development.

M. Peak Traffic Hours

For traffic analysis, the PM peak hour conditions shall be used. The PM peak hour is defined as the 60-minute period between 4:00 p.m. and 6:00 p.m. with the greatest sum of traffic volumes on a roadway segment or passing through the area of the project. Reversed flow at intersections from morning to afternoon, and other unusual conditions, shall require analysis for both AM and PM peak hour conditions, as required by the City.

N. Trip Generation

- Site-generated traffic of “new developments” shall be estimated using the latest edition of the Trip Generation Manual as published by the Institute of Transportation Engineers (ITE). Variations of trip rates will require the approval of the City Engineer. Average trip rates as described in Section E above shall be used for all land-use categories where applicable. Trip rate equations will be allowed for those land uses without average rates.
- Site traffic shall be generated for daily and PM peak hour periods. For certain types of developments, the City Engineer may also require site traffic estimates for the AM peak period.
- For multi-use and or phased projects, a trip generation table shall be prepared showing proposed land use, trip rates, and vehicle trips for daily and peak hour periods and appropriate traffic volume discounts if applicable.

O. Estimation of Pass-by Trips

Adjustments to trip generation made for “pass-by” or “mixed-use” traffic volumes shall follow the methodology outlined in the latest edition of the ITE Trip Generation Manual.

P. Traffic Distribution

The directional distribution of traffic to and from the project shall be estimated using local traffic volume data provided by the City of Gig Harbor, Pierce County, and the Washington State Department

of Transportation Traffic Data Office.

The City Community Development Department shall approve the trip distribution for a “development” during the formal “scoping process”.

A graphical distribution map shall be submitted showing site-generated PM peak hour traffic. Generally, traffic shall be distributed to one PM peak trip within the Transportation Plan Area if a generic distribution is not used (15 trips if a generic distribution is used). This map shall clearly identify all traffic movements and the percentage of site traffic. Exhibits E through H illustrate examples of the distribution maps.

The TIA shall identify other transportation modes that may be applicable, such as transit use, bicycle and pedestrian facilities. New developments are encouraged to implement Transportation demand Management practices, such as “flex time” for employees and ridesharing programs including carpools, van pools, shuttle buses, etc.

Q. Minimum Levels of Service

The minimum level of service (LOS) for roads within the city limits shall be as shown in the transportation element of the city’s comprehensive plan.

R. GMA Concurrency Requirements

The State Growth Management Act and Chapter 19.10 of the Gig Harbor Municipal Code require that a proposed development undergo a concurrency review and determination. Concurrency describes the situation in which road facilities are available when the impacts of development occur. For road facilities, this time period is statutorily established as within six years from the time of development. To satisfy concurrency:

- The existing transportation system, functioning at the City’s adopted minimum level of service, must have adequate capacity for the additional trips generated by the project at the time of preliminary plat or project approval, or
- The development must have, at the time of final project approval, a financial guarantee for transportation improvements required to achieve City adopted minimum levels of service with the additional

trips generated by the project to be in place within six years of final project approval, or

- The applicant shall construct the transportation improvements required to achieve City adopted minimum levels of service with the additional trips generated by the project to be in place at the time of final project approval.

S. Safety Analysis

Intersections and roadway segments within the influence area shall be evaluated to determine if the probability of accidents will increase with the addition of project traffic. The following analysis shall be required:

- Accident records are to be analyzed to determine whether patterns of accidents are forming within the influence zone and what alternative treatments should be considered to correct the problem. Examples of reoccurring accidents include:
 1. Right-angle collisions at an intersection
 2. Rear-end collisions at an intersection
 3. High frequency of vehicles leaving the roadway.

T. On-Site Planning and Parking Principles

The number of vehicle access points should be minimized by sharing driveways and linking parking lots between adjacent uses. Commercial developments shall provide coordinated internal circulation and connected parking facilities. Well-defined walkways must be designed into all parking lots, with interconnections between walkways to create safe walking conditions.

**TRANSPORTATION IMPACT ANALYSIS
LEVEL I STUDY REPORT FORMAT**

I. Introduction and Summary

1. Report Certification
2. Purpose of Report and Study Objectives

II. Proposed Development

1. Description
2. Location and Vicinity Map
3. Site Plan
4. Proposed Zoning
5. Proposed Land Use and Intensity
6. Phasing and Timing of the Project

III. Existing Conditions

1. Study Area
 - a. Limits of traffic study
 - b. Existing zoning
 - c. Existing land uses
2. Site Accessibility
 - a. Area roadway system
 - b. Transit service
 - c. Pedestrian and Bicycle Facilities

IV. Trip Generation and Distribution

1. Trip Generation
2. Trip Distribution

V. Appendices

1. Trip Generation Calculations
2. Passer-by and Origin-Destination Studies
3. References

TRANSPORTATION IMPACT ANALYSIS

LEVEL II STUDY REPORT FORMAT

I. Introduction

1. Report Certification
2. Project Overview
 - a) site vicinity map
3. Study Context

II. Project Description

1. Development proposal
 - a) Site plan
 - b) Proposed zoning
 - c) Proposed land use and intensity
 - d) Phasing and timing of project

Background Information

1. Area Land Uses
2. Roadway Inventory
3. Traffic Volume Data
 - a) Figure illustrating existing PM peak hour traffic volumes
4. Public Transportation

Traffic Generation and Distribution

1. Traffic Generation
2. Traffic Distribution
 - a) Figure illustrating project traffic on roadway network

Future Traffic Conditions

1. Roadway Improvements
2. Pipeline Development Projects
 - a) Figure showing pipeline projects traffic volumes at study intersections
3. Future Traffic Volumes
 - a) Figure illustrating projected traffic without project
 - b) Figure illustrating projected traffic with full project

Traffic Operations Analysis (Existing & Future)

1. Capacity Analysis
2. Signalized Intersections
3. Unsignalized Intersections
4. Project Driveways

Mitigation


Appendices

1. Trip generation calculations
2. Turning Movement Count worksheets
3. Passer-by and origin-destination studies
4. Pipeline traffic volumes worksheets
5. Capacity analysis worksheets



GIG HARBOR

ROSEDALE ST NW

SITE  NORTH CREEK LN

STINSON AVE

PIONEER WY

SKANSIE

HUNT ST NW

HUNT ST NW

WOLLOCHET DR

38TH AVE E

16

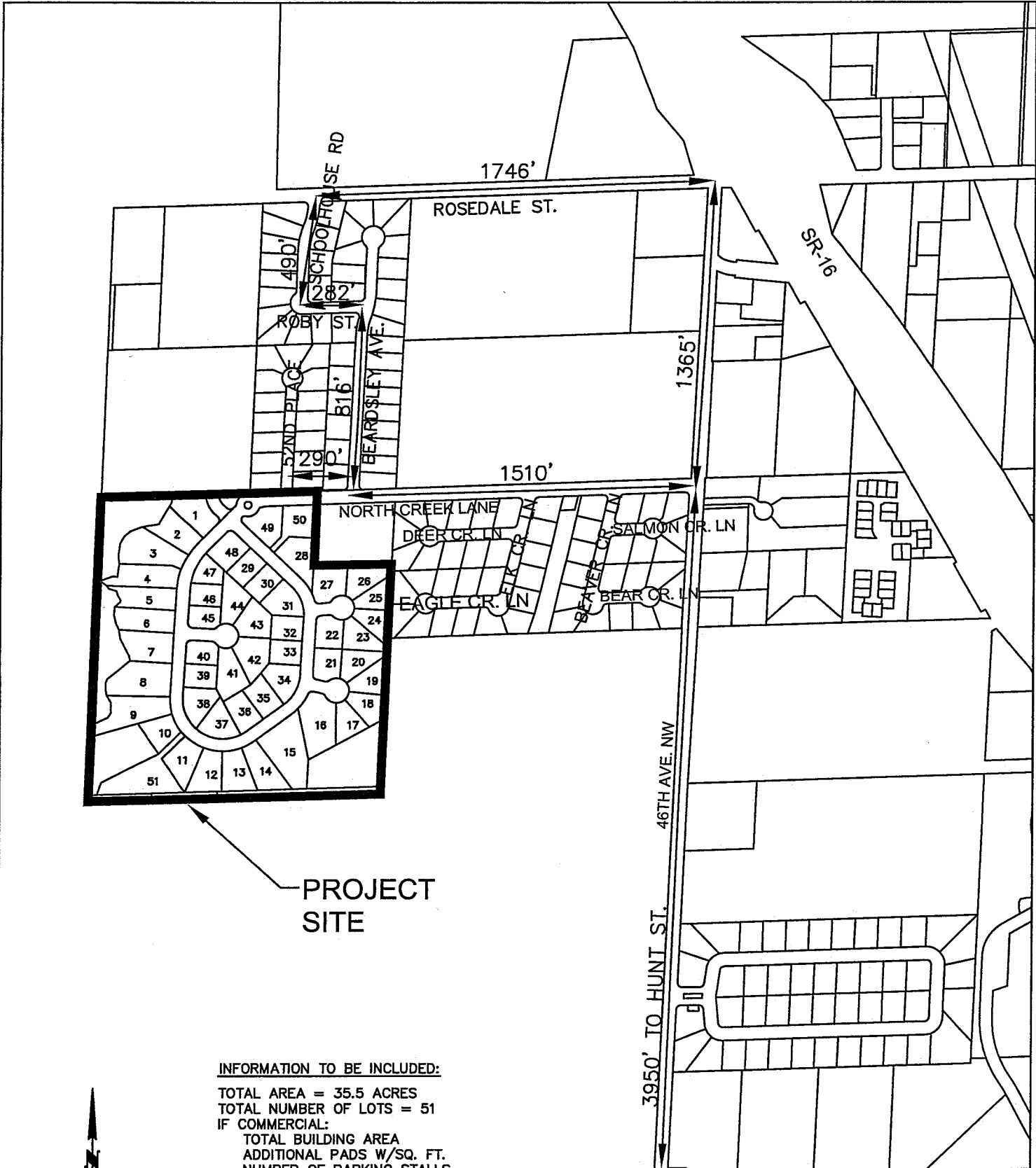
CITY OF GIG HARBOR
ENGINEERING DIVISION

**SITE VICINITY MAP
EXHIBIT A**

APPROVED BY _____ DATE _____
CITY ENGINEER

NW 1/4, SEC. 7, T. 21 N, R. 2 E., W.M.
ESTATES AT GIG HARBOR

DWN	CKD	DATE	FILE
WJH	STM	DEC. 2003	EXHIBIT A



PROJECT SITE

INFORMATION TO BE INCLUDED:
 TOTAL AREA = 35.5 ACRES
 TOTAL NUMBER OF LOTS = 51
 IF COMMERCIAL:
 TOTAL BUILDING AREA
 ADDITIONAL PADS W/SQ. FT.
 NUMBER OF PARKING STALLS

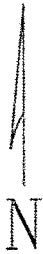
CITY OF GIG HARBOR
 ENGINEERING DIVISION

**SITE PLAN
 EXHIBIT B**

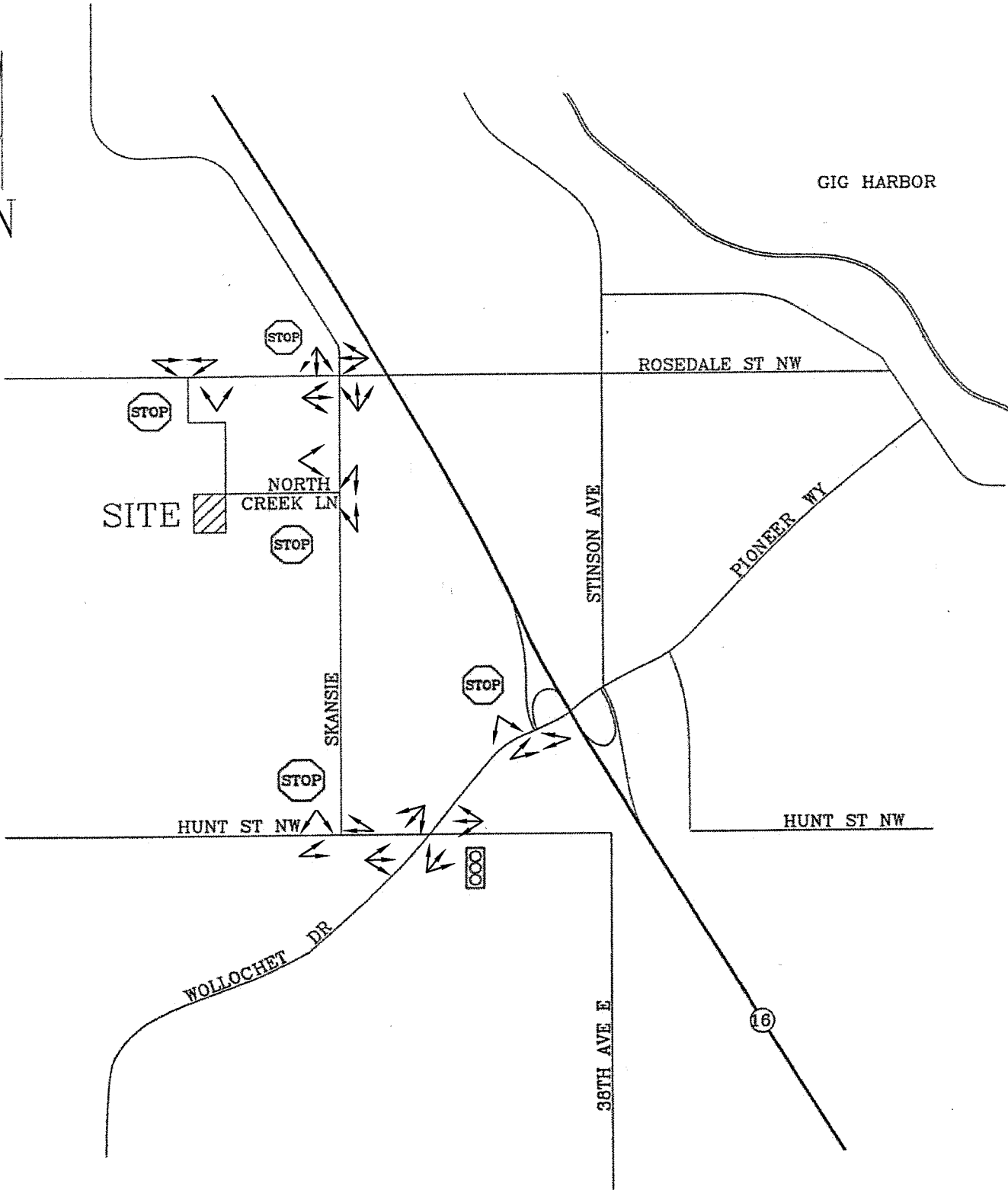
APPROVED BY _____ DATE _____
 CITY ENGINEER

DWN	WJH	CKD	STM	DATE	DEC. 2003	FILE	EXHIBIT B
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NW 1/4, SEC. 7, T. 21 N, R. 2 E., W.M.
ESTATES AT GIG HARBOR



GIG HARBOR



NW 1/4, SEC. 7, T. 21 N, R. 2 E., W.M.

ESTATES AT GIG HARBOR

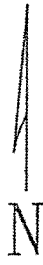
CITY OF GIG HARBOR
ENGINEERING DIVISION

EXISTING TRAFFIC CONTROLS
AND LANE CONFIGURATIONS
EXHIBIT C

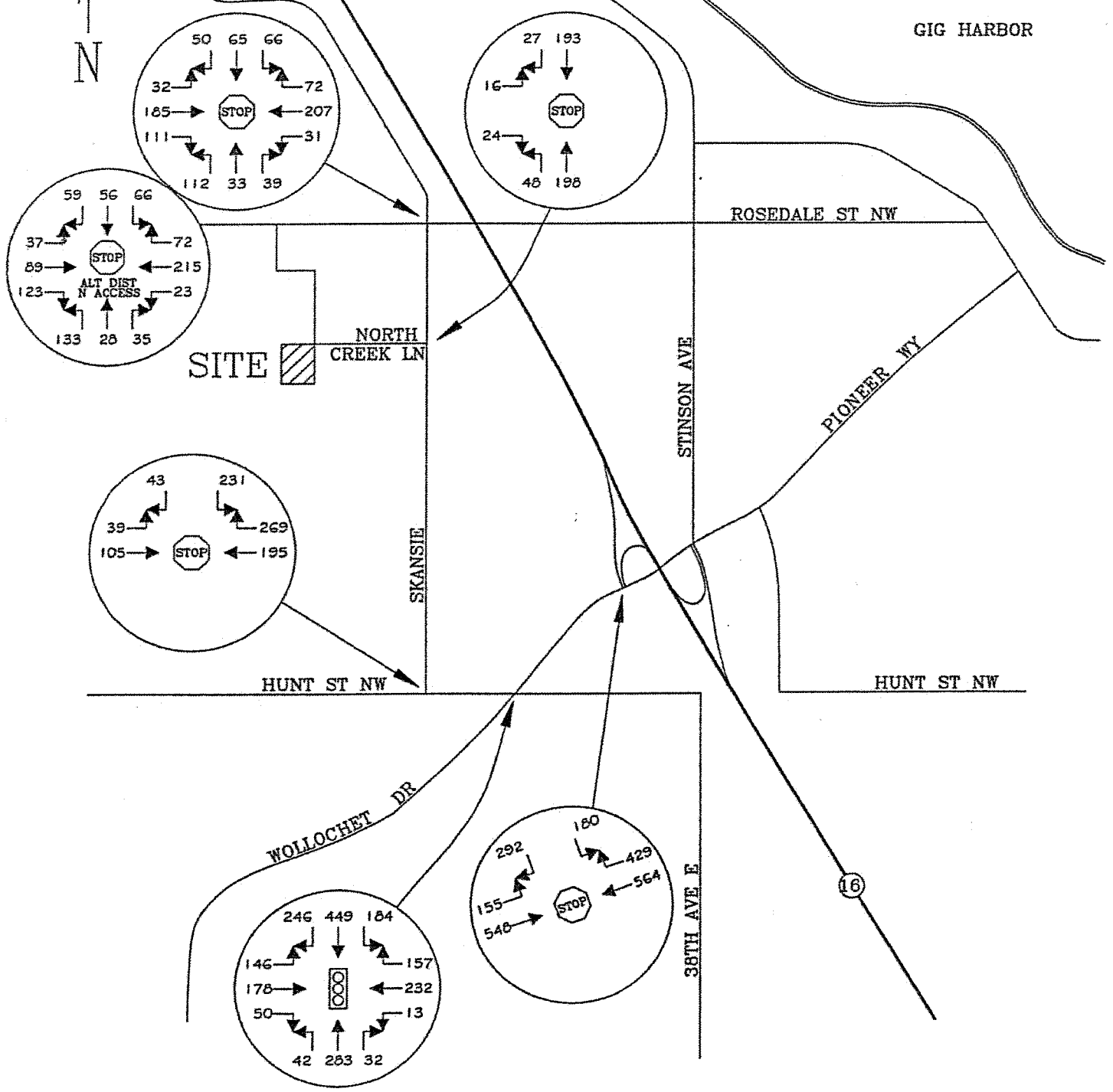
APPROVED BY _____ DATE _____
CITY ENGINEER

DWN	WJH	CKD	STM	DATE	DEC. 2003	FILE	EXHIBIT C
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REV. NO:



GIG HARBOR



SITE

ROSEDALE ST NW

NORTH CREEK LN

STINSON AVE

PIONEER WY

SKANSIE

HUNT ST NW

HUNT ST NW

WOLLOCHET DR

38TH AVE E

16

CITY OF GIG HARBOR
ENGINEERING DIVISION

EXISTING PM PEAK HOUR
TRAFFIC VOLUMES
EXHIBIT D

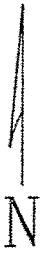
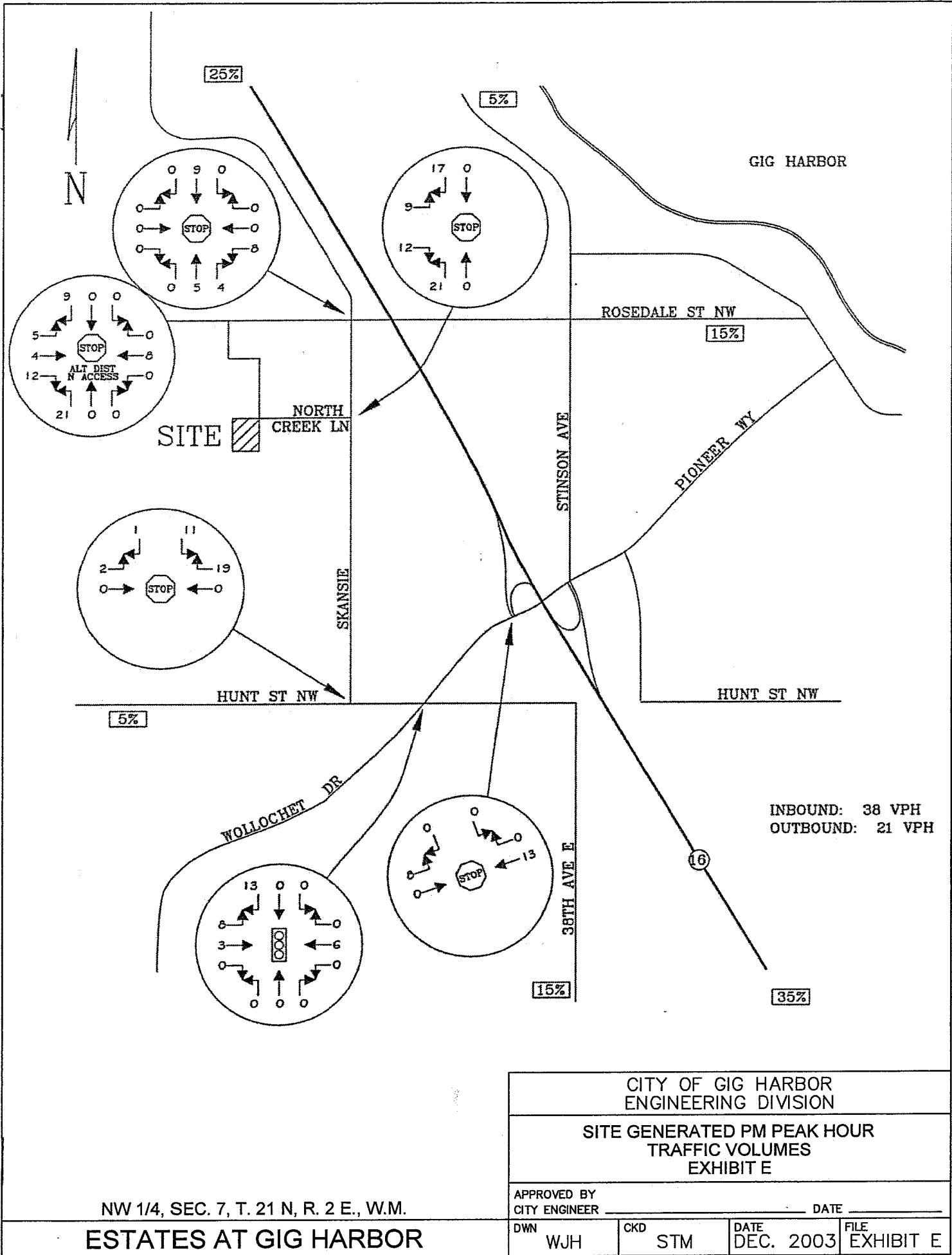
NW 1/4, SEC. 7, T. 21 N, R. 2 E., W.M.

ESTATES AT GIG HARBOR

APPROVED BY _____ DATE _____
CITY ENGINEER

DWN	WJH	CKD	STM	DATE	DEC. 2003	FILE	EXHIBIT D
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REV. NO:



25%

5%

GIG HARBOR

ROSEDALE ST NW

15%

NORTH CREEK LN

SITE

STINSON AVE

PIONEER WY

SKANSIE

HUNT ST NW

HUNT ST NW

5%

WOLLOCHET DR

38TH AVE E

INBOUND: 38 VPH
OUTBOUND: 21 VPH

16

15%

35%

CITY OF GIG HARBOR
ENGINEERING DIVISION

SITE GENERATED PM PEAK HOUR
TRAFFIC VOLUMES
EXHIBIT E

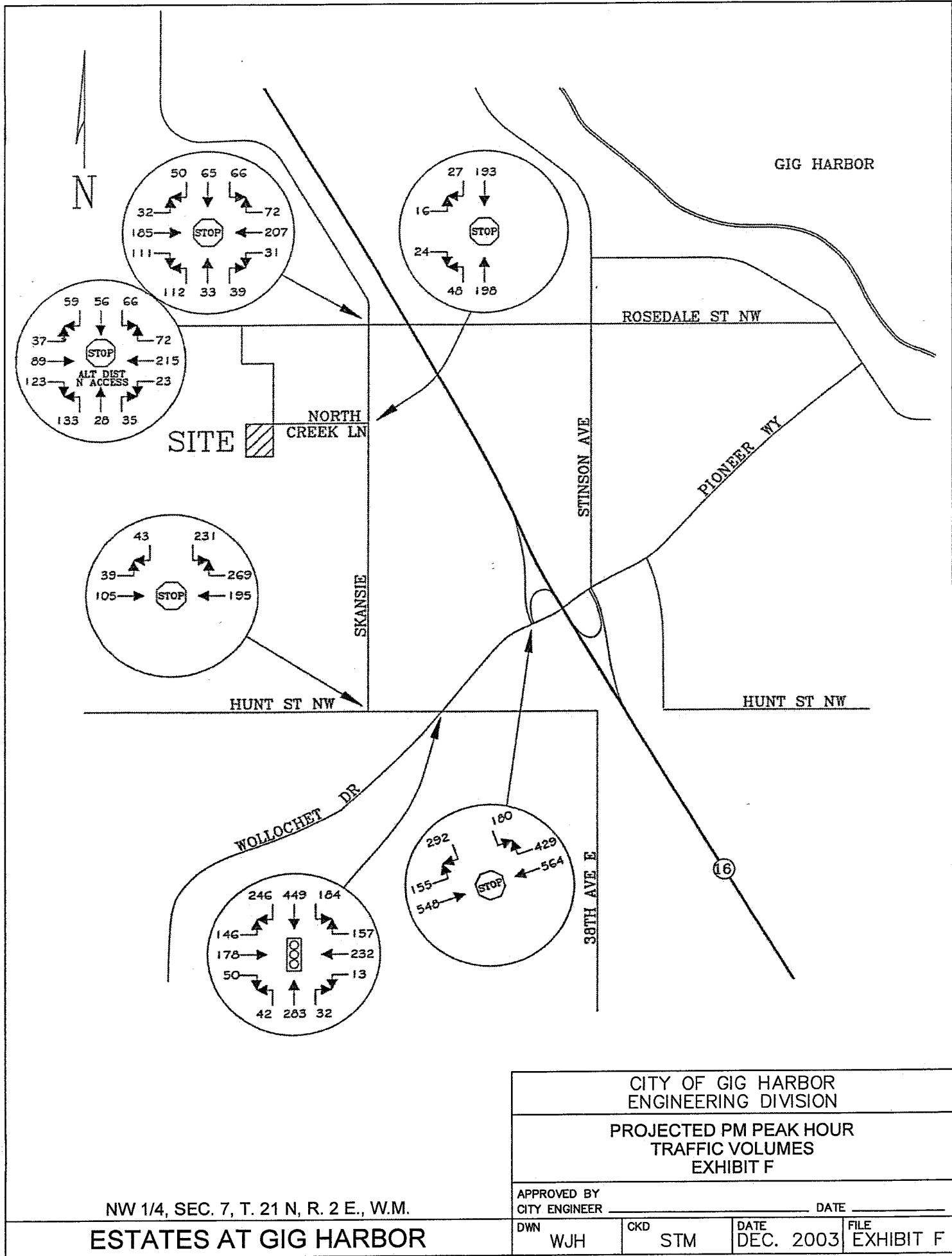
NW 1/4, SEC. 7, T. 21 N, R. 2 E., W.M.

APPROVED BY CITY ENGINEER _____ DATE _____

ESTATES AT GIG HARBOR

DWN	WJH	CKD	STM	DATE	FILE
				DEC. 2003	EXHIBIT E

REV. NO:



NW 1/4, SEC. 7, T. 21 N, R. 2 E., W.M.

ESTATES AT GIG HARBOR

CITY OF GIG HARBOR
ENGINEERING DIVISION

**PROJECTED PM PEAK HOUR
TRAFFIC VOLUMES
EXHIBIT F**

APPROVED BY CITY ENGINEER _____ DATE _____

DWN	WJH	CKD	STM	DATE	DEC. 2003	FILE	EXHIBIT F
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SUMMARY OF ORDINANCE NO.
of the City of Gig Harbor, Washington

On _____, 2006, 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 OF GIG HARBOR, WASHINGTON,
RELATING TO

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

APPROVED by the City Council at their meeting of _____, 2006.

MOLLY TOWSLEE, CITY CLERK



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: JOHN P. VODOPICH, AICP
COMMUNITY DEVELOPMENT DIRECTOR
SUBJECT: PUBLIC HEARING AND RESOLUTION EXECUTING A UTILITY
EXTENSION CAPACITY AGREEMENT FOR 2812 64th STREET NW
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

Lorraine Natucci Green has requested five (5) ERU's of sewer service for a proposed five (5) lot subdivision of an approximately 1.44 acre parcel located at 2812 64th Street NW. The property is located within the City's Urban Growth Boundary.

Planning has reviewed the proposed Utility Extension Capacity Agreement for compliance with the City's Zoning Code and has found that it substantially complies with the Code (complete compliance review will occur when an application is submitted). However, a few items are worth noting:

- The total square footage or acreage of the subject property is not clear. The Pierce County Assessor Treasurer tax parcel information states that the parcel is 1.44 acres in size. The survey of the plat, provided to the City for a pre-application meeting, shows the subject property to be 1.71 acres. This discrepancy does not allow one to tell if the project meets the required 4 dwelling units per net acre. If the parcel is 1.44 gross acres, then the required density would be five units (assuming deductions for access corridors); if the parcel is 1.71 gross acres, the required density is six units.
- The minimum lot size in the City's R-1 zone is 7,200 square feet. Lot 1 of the preliminary plat is proposed at 7,199 square feet.
- The owner has requested, through the pre-application meeting submittals, an alternative landscape plan to vary the City's requirement for a 25-foot buffer around the plat which appears to meet the criteria of GHMC 17.78.100 and likely would be approved.

FISCAL CONSIDERATIONS

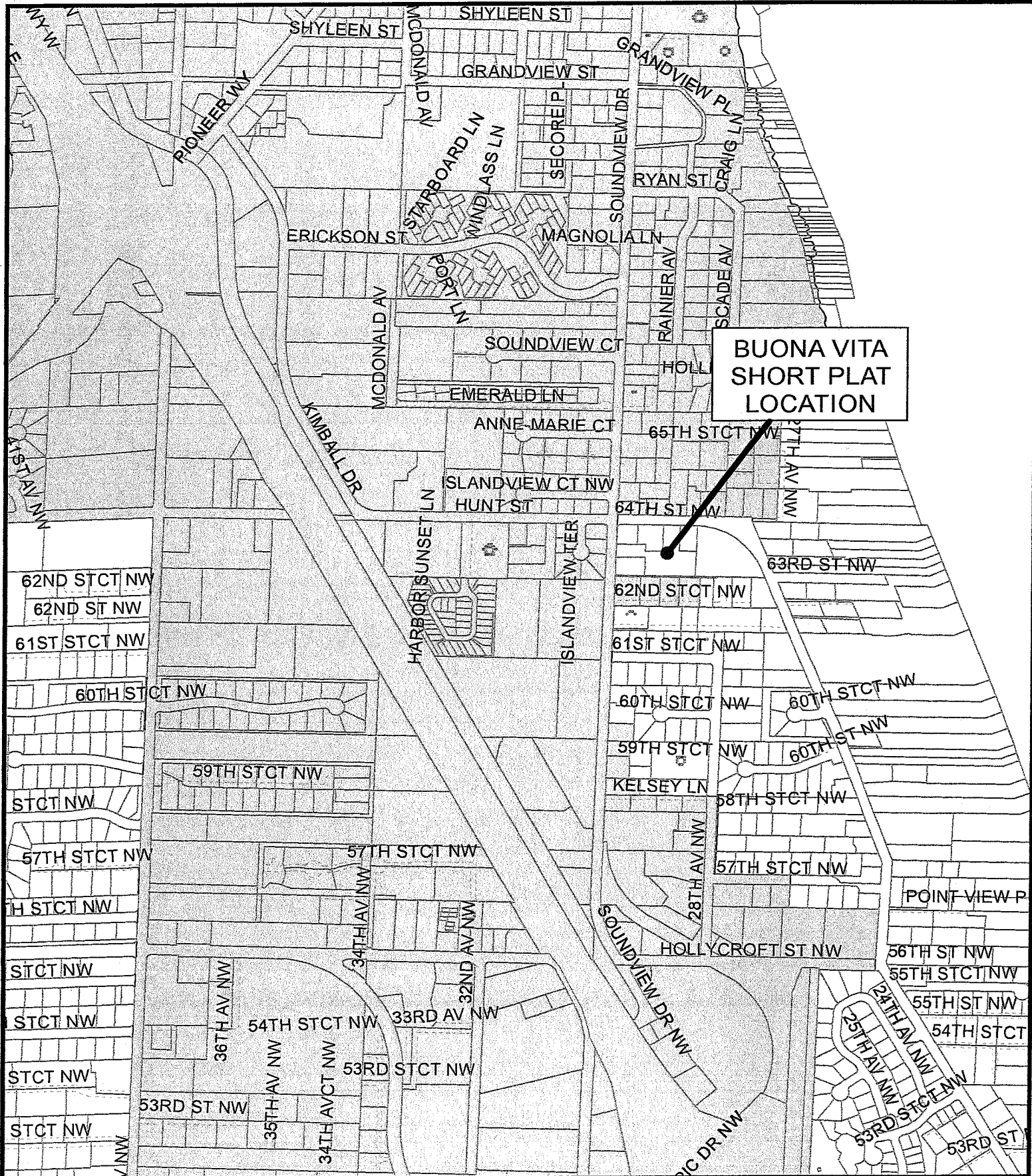
The current connection fee for five (5) sewer connections for this area is \$16,950.00. The capacity commitment payment for a three-year commitment period is \$2,542.00 which must be paid within forty-five (45) days of Council approval of the Agreement. If

the sewer connection fees are not paid in full prior to the termination of the Agreement, the capacity commitment payment is then forfeited.

The \$100.00 Utility Extension Capacity Agreement Fee has been paid in full.

RECOMMENDATION

I recommend Council approve the Resolution authorizing the execution of the Utility Extension Capacity Agreement with the Lorraine Natucci Green for in the amount of five (5) ERU's, all as set forth in the attached Agreement.



**BUONA VITA SHORT PLAT
VICINITY MAP**

Lorraine Natucci Green

4016 83rd Av Ct NW
Gig Harbor, WA 98335

Mr. John Vodopich, Community Development Director
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

March 30, 2006

RE: Natucci Property

Dear Mr. Vodopich

I am the owner of a property located at 2812 64th St NW, Gig Harbor, WA 98335, Pierce County Parcel Number 7580000854, called the Natucci Property. This parcel is located adjacent to but outside the City boundary on 64th Street NW, but within the City's Urban Growth Area.

The current use of the property is one single family residence, although I plan on developing a five lot plat on the 1.44 acre site.

I am writing this letter to request City sewer service to the site. I am willing to enter into a Utility Extension Agreement with the City, but do not desire to annex to the City at this time for various reasons. I have met with the City engineering staff, and the sewer, which is shown in the City's Comprehensive Plan, will need to be extended a short distance West in 64th Street NW.

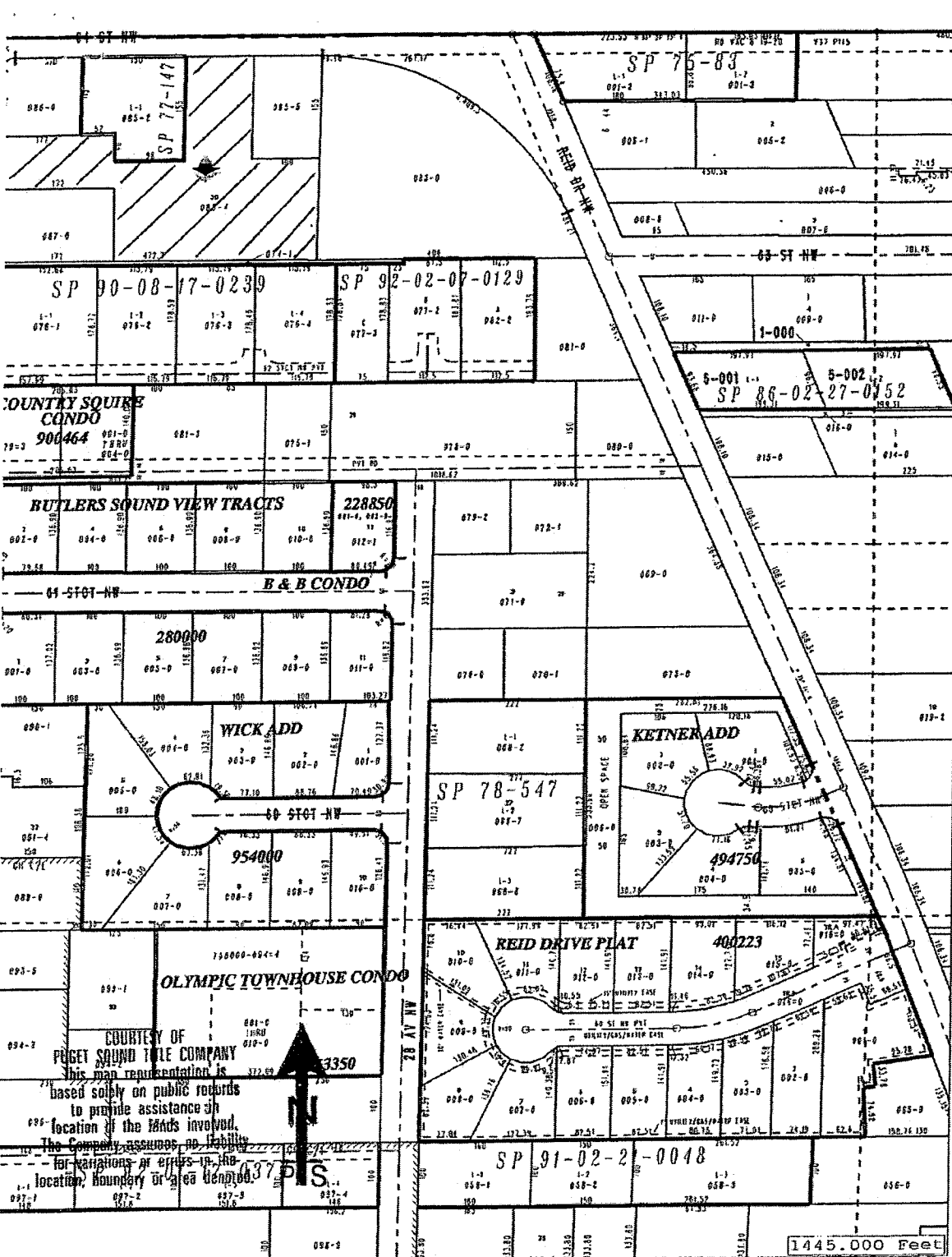
Enclosed with this letter, please find check number 3798 in the amount of \$100.00 to cover the application fee. Also, please find a copy of the legal description, a copy of a County vicinity map of the area, and an engineers drawing showing the current site plan.

Please contact Scott Wagner if you have any questions and to work out any details. I believe you already have his contact information.

Respectfully,

*By hand for
Lorraine W. Green*

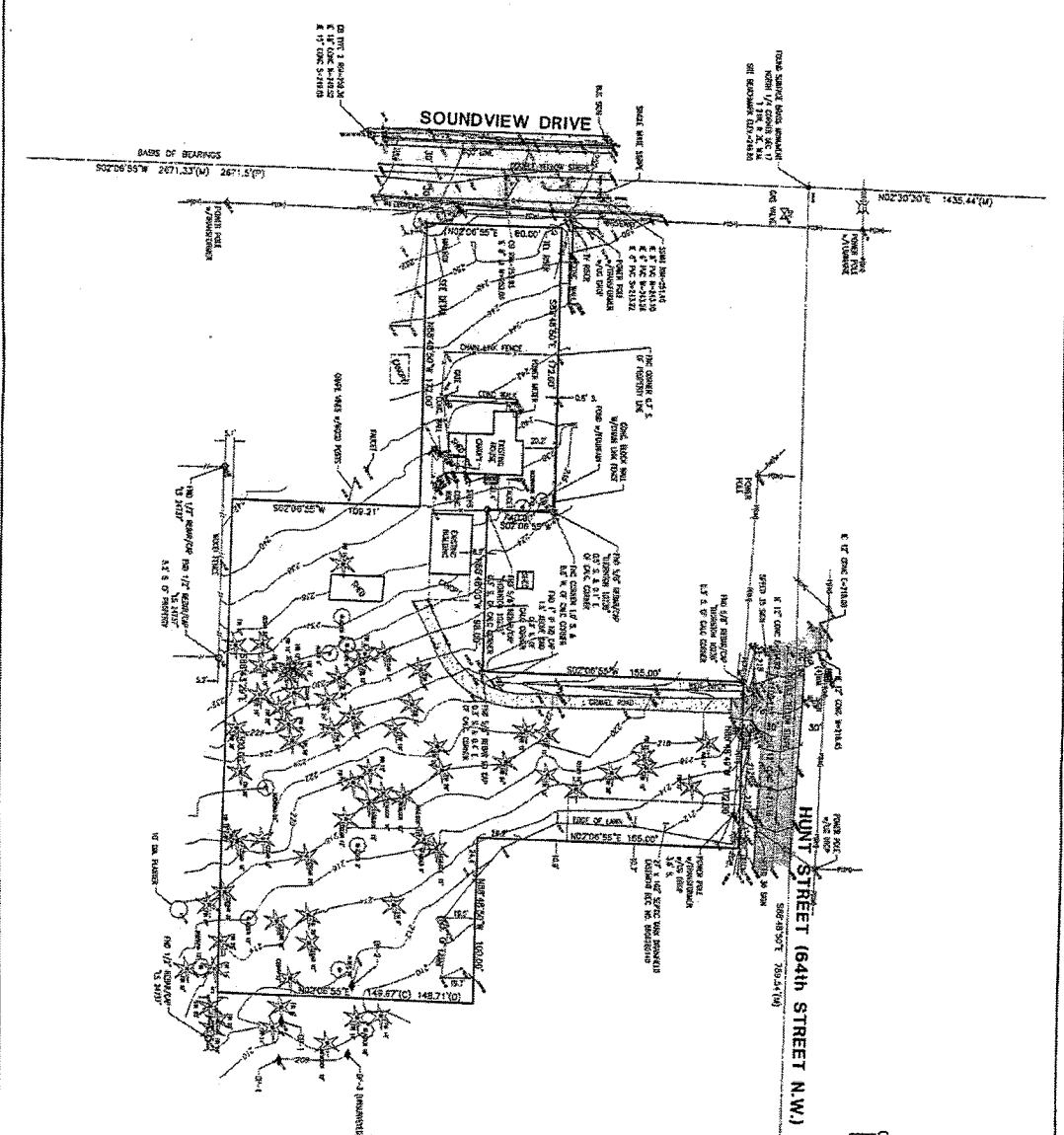
Lorraine Natucci Green



COURTESY OF
PUGET SOUND TITLE COMPANY
 This map representation is
 based solely on public records
 to provide assistance in
 location of the lands involved.
 The Company assumes no liability
 for variations or errors in the
 location, boundary or area depicted.



1445.000 Feet



LEGEND

- UTILITY (U.M.)
- YARD LIGHT
- POWER POLE
- JUNCTION BOX (AS NOTED)
- CATCH BASIN (CB)
- SIGNAL MANHOLE (SMH)
- SANITARY SEWER MANHOLE (SSM)
- GAS VALVE
- WATER VALVE (WV)
- FIRE HYDRANT (FH)
- WATER METER
- SSM
- STREET MANHOLE (AS NOTED)
- BENCHMARK
- FOUND REBAR/CAP (AS NOTED)
- ASPHALT
- CONCRETE
- GRAVEL
- GAS LINE
- SANITARY SEWER LINE
- STORM DRAINAGE LINE
- POWER UNDERGROUND
- POWER OVERHEAD
- UNDERGROUND TELEPHONE
- CHAIN LINK FENCE
- WOOD FENCE
- WETLAND DATA PLOT (WP)

0 30 60 120

1"=60'

Job Number 12041		18215 72ND AVENUE SOUTH KENT, WA 98032 (425)251-6222 (425)251-8782 FAX CIVIL ENGINEERING, LAND PLANNING, SURVEYING, ENVIRONMENTAL SERVICES	Designed <u>ACC</u> Drawn <u>ES</u> Checked <u>ACC</u> Approved <u>ACC</u> Date <u>2/08/08</u>	Scale: Horizontal: 1"=150' Vertical: 1"=60'	Title: <p style="text-align: center;">SITE MAP</p> For: <p style="text-align: center;">BUONA VITA SHORT PLAT GIG HARBOR, WASHINGTON</p>
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RESOLUTION NO. 66x

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE EXTENSION OF SEWER SERVICE OUTSIDE THE CITY, AUTHORIZING THE EXECUTION OF A UTILITY EXTENSION CAPACITY AGREEMENT WITH THE LORRAINE NATUCCI GREEN PROVIDING FOR FIVE (5) ERU'S OF SEWER SERVICE TO ONE PARCEL LOCATED AT 2112 64th STREET NORTHWEST, GIG HARBOR, WASHINGTON.

WHEREAS, on March 30, 2006 the applicant Lorraine Natucci Green, submitted a request connect an approximately 1.44 acre parcel to the City sewer utility system as provided for in Title 13, Gig Harbor Municipal Code; and

WHEREAS, the request was for five (5) ERU's of sanitary sewer service for the proposed subdivision of the site into five (5) lots, Gig Harbor, Washington; and

WHEREAS, on May 8, 2006, the City Council held a public hearing on the Utility Extension Capacity Agreement; and

WHEREAS, on May 8, 2006, the City Council considered the Utility Extension Capacity Agreement during a regular public meeting and voted to approve the Utility Extension Capacity Agreement attached hereto as Exhibit A; Now, Therefore,

THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1. The City Council hereby authorizes the Mayor to execute the Utility Extension Capacity Agreement attached hereto as Exhibit A, with the applicant Lorraine Natucci Green.

Section 2. The City Council hereby directs the Community Development Director to record the Utility Extension Capacity Agreement against the Property legally described in Exhibit A to the Utility Extension Capacity Agreement, at the cost of the applicant, pursuant

to RCW 36.70B.190.

PASSED by the City Council this 8th day of May 2006.

APPROVED:

MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

CITY CLERK, MOLLY M. TOWSLEE

APPROVED AS TO FORM;
OFFICE OF THE CITY ATTORNEY:

BY: _____
CAROL A. MORRIS

FILED WITH THE CITY CLERK: //06
PASSED BY THE CITY COUNCIL: 5/8/06
RESOLUTION NO. 66x

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

THIS AGREEMENT is entered into on this ___th day of _____, 2006, between the City of Gig Harbor, Washington, hereinafter referred to as the "City", a Washington Municipal Corporation and **LORRAINE NATUCCI GREEN, a SINGLE WOMAN**, hereinafter referred to as "the Owner".

RECITALS

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 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,

WHEREAS, the City Council held a public hearing on this Agreement on May 8th, 2006, during a regularly scheduled Council meeting, and authorized the Mayor to execute this Agreement on behalf of the City; NOW, THEREFORE,

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

TERMS

1. Warranty of Title. The Owner warrants that she is the Owner of the property described in Exhibit 'A,' which is attached hereto and incorporated herein by this reference, 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 **64th STREET NW (HUNT STREET)** (street or right-of-way) at the following location:

**THE EXISTING SEWER LINE IN 64th STREET NW THAT WAS CONSTRUCTED AS PART
OF THE HAZEN PROJECT**

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 Community Development 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 **FIVE (5) 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 **APRIL 30 2009**, 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 **\$2,542.50** 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 Community Development 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 Community Development 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 Community Development 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 35A.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 as long as the property has not been annexed to the City, that any development of the property described in Exhibit "A" shall meet the following conditions after execution of this 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:

SINGLE-FAMILY RESIDENTIAL (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 35.67.200 through RCW 35.67.290, 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, at any time, to enter onto the Owner's property and for that purpose disconnect the sewer, in addition to any other remedies available to the City.

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. The conditions and covenants set forth in this Agreement and incorporated herein by the Exhibits shall run with the land and the benefits and burdens shall bind and inure to the benefit of the parties. The Owner, and every purchaser, assignee or transferee of an interest in the Property, or any portion thereof, shall be obligated and bound by the terms and conditions of this Agreement, and shall be the beneficiary thereof and a party thereto, but only with respect to the Property, or such portion thereof, sold, assigned or transferred to it. Any such purchaser, assignee or transferee shall observe and fully perform all of the duties and obligations of the Owner contained in this Agreement, as such duties and obligations pertain to the portion of the Property sold, assigned or transferred to it. All costs of recording this Agreement with the Pierce County Auditor shall be borne by the Owner.

18. Attorney's Fees. This Agreement shall be construed and enforced in accordance with the laws of the State of Washington. 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. Venue of such action shall lie in Pierce County Superior Court or the U.S. District Court for Western Washington.

19. Notices. Notices and correspondence to the City and Owner shall be sufficiently given if dispatched by pre-paid first-class mail to the addresses of the parties as designated below. Notice to the City shall be to the attention of both the City Administrator and City Attorney. Notice to any person who purchases any portion of the Property from the Owner shall be required to be given by the City only for those property purchasers who provide the City with written notice of their address. The parties hereto may, from time to time, advise the other of any new addresses for notices and correspondence.

TO THE CITY:

City Administrator
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

City Attorney
Carol Morris
Law Office of Carol A. Morris, P.C.
P.O. Box 948
Seabeck, WA 98380

TO THE OWNER:

Lorraine Natucci Green
4016 83rd Avenue Court NW
Gig Harbor, WA 98335

19. Severability and Integration. This Agreement and the Exhibits attached hereto constitute the agreement between the parties on this subject matter, and there are no other understandings, verbal or written, that modify the terms of this Agreement. If any phrase, provision, or section of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, or if any provision of this Agreement is rendered invalid or

unenforceable according to the terms of any statute of the State of Washington which became effective after the effective date of the resolution or ordinance adopting this Agreement, such invalidity shall not affect the other terms of this Agreement.

DATED this _____ day of _____, 2006.

CITY OF GIG HARBOR

Mayor Charles L. Hunter

OWNER

Lorraine Natucci Green
Lorraine Natucci Green 4-18-06

ATTEST/AUTHENTICATED:

City Clerk, Molly Towslee

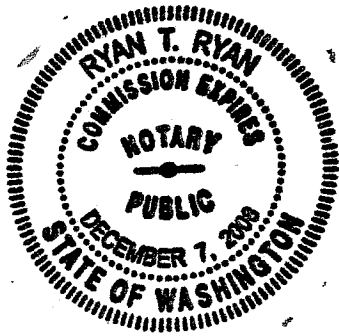
APPROVED AS TO FORM:

Carol A. Morris, City Attorney

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Lorraine Natucci Green, a single woman is the person who appeared before me, and acknowledged that she signed this instrument and acknowledged it as the owner of property located at 2812 64th Street NW, parcel #7580000854 to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4-18-06



Signature

Ryan T. Ryan
NOTARY PUBLIC for the State
of Washington, residing at
Pierce County, Washington

My commission expires: 12/07/08

STATE OF WASHINGTON)
) ss:
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter, is the person who appeared before me, and acknowledged that he signed this instrument, on oath stated that he is 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: _____



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON
DIRECTOR OF OPERATIONS
LAUREEN LUND *LL*
MARKETING DIRECTOR
SUBJECT: CONTRACT AUTHORIZATION – DIRECTIONAL SIGNAGE
DATE: APRIL 6, 2006

INTRODUCTION/BACKGROUND

The 2006 Operations Budget and Marketing Budget both provide for the purchase and installation of new and replacement directional signage for the city. Three bids were obtained for this contract;

Toby Signs	\$17,897.00
Alvord Signs	\$17,490.00
Odyssey Sign & Design	\$16,767.00

Based on the price quotation proposals received, the lowest price quotation received was from Odyssey Sign & Design. Odyssey also provides the high quality signs we are looking for and can meet our timeline. Their reputation in the area is stellar.

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

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2006 Operations Budget, Objective No. 6 and in the 2006 Marketing Budget, Objective No. 5. The lowest quotation received is well within the combined budget line limits.

RECOMMENDATION

I recommend the Council authorize the award and execution of the vendor contract for the purchase of new directional signage from Odyssey Sign & Design for the amount not to exceed sixteen thousand, seven hundred and sixty seven dollars (\$16,767.00) for the year 2006.

**AGREEMENT FOR CONSTRUCTION SERVICES
BETWEEN GIG HARBOR AND ODYSSEY SIGN & DESIGN.**

THIS AGREEMENT, is made this _____ day of _____, 200_____, by and between the City of Gig Harbor (hereinafter the "City"), and Odyssey Sign & Design, a Washington corporation, located and doing business at 4204 77th Ave Ct. NW, Gig Harbor, WA (hereinafter "Contractor").

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

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

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

I. Description of Work. The Contractor shall perform all work as described below, which is attached hereto and incorporated herein by this reference, in a workman-like manner according to standard construction practices. The work shall generally include the furnishing of all materials and labor necessary to create sandblasted cedar directional signs for the City. The Contractor shall not perform any additional services without the express permission of the City.

II. Payment.

A. The City shall pay the Contractor for each individual sign ordered during 2006, not to exceed the sum of Sixteen thousand, seven hundred and sixty seven dollars (\$16,767.00), including Washington State sales tax, for the services described in Section 1 herein. This is the maximum amount to be paid under this Agreement for these tasks, and shall not be exceeded without prior written authorization from the City in the form of a negotiated and executed change order.

B. After completion of each work, the City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Contractor of the same within fifteen (15) days from the date of receipt and shall pay that portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

III. Relationship of Parties. The parties intend that an independent contractor - owner relationship will be created by this Agreement. As the Contractor is customarily engaged in an independently established trade which encompasses the specific service provided to the City hereunder, no agent, employee, representative or subcontractor of the Contractor shall be, or shall be deemed to be the employee, agent, representative or subcontractor of the City. In the performance of the work, the Contractor is an independent contractor with the ability to control and direct the performance and details of the work, the City being interested only in the results obtained under this Agreement. None of the benefits provided by the City to its employees, including, but not limited to, compensation, insurance and unemployment insurance, are available from the City to the employees, agents, representatives or subcontractors of the Contractor. The Contractor will be solely and entirely responsible for its acts and for the acts of the Contractor's agents, employees,

representatives and subcontractors during the performance of this Agreement. The City may, during the term of this Agreement, engage other independent contractors to perform the same or similar work that the Contractor performs hereunder.

IV. Duration of Work. The City and the Contractor agree that work will begin on the tasks described in Exhibit A immediately upon execution of this Agreement by both parties. The Contractor shall perform all work required by the Agreement before December 31, 2006. The indemnification provisions of Section IX shall survive expiration of this Agreement.

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

Before any payment can be made, the Contractor and each subcontractor shall submit a "Statement of Intent to Pay Prevailing Wages" to the City, which has been approved by the State Department of Labor and Industries. Each voucher claim (invoice) submitted by the Contractor for payment of work shall have an "Affidavit of Wages Paid", which states that the prevailing wages have been paid in accordance with the pre-filed "Statement(s) of Intent to Pay Prevailing Wages".

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

VII. Termination.

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

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

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

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

VIII. Discrimination. In the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, the Contractor, its subcontractors or any person acting on behalf of the Contractor shall not, by reason of race, religion, color, sex, national

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

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

In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of the Contractor and the City, its officers, officials, employees, agents and volunteers, the Contractor's liability hereunder shall be only to the extent of the Contractor's negligence.

IT IS FURTHER SPECIFICALLY AND EXPRESSLY UNDERSTOOD THAT THE INDEMNIFICATION PROVIDED HEREIN CONSTITUTES THE CONTRACTOR'S WAIVER OF IMMUNITY UNDER INDUSTRIAL INSURANCE, TITLE 51 RCW, SOLELY FOR THE PURPOSES OF THIS INDEMNIFICATION. THE PARTIES FURTHER ACKNOWLEDGE THAT THEY HAVE MUTUALLY NEGOTIATED THIS WAIVER.

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

X. Insurance.

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

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

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

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

D. The City of Gig Harbor shall be named as an additional insured on the Contractor's commercial general liability policy. This additional insured endorsement shall be included with evidence of insurance in the form of a Certificate of Insurance for coverage necessary in Section B. The City

- reserves the right to receive a certified and complete copy of all of the Contractor's insurance policies.
- E. It is the intent of this contract for the Contractor's insurance to be considered primary in the event of a loss, damage or suit. The City's own comprehensive general liability policy will be considered excess coverage in respect to the City. Additionally, the Contractor's commercial general liability policy must provide cross-liability coverage as could be achieved under a standard ISO separation of insured's clause.
 - F. The Contractor shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig Harbor at least 30-days in advance of any cancellation, suspension or material change in the Contractor's coverage.

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

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

XI. Entire Agreement. The written provisions and terms of this Agreement, together with all exhibits attached hereto, all bids specifications and bid documents shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of, or altering in any manner whatsoever, this Agreement.

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

XIII. Work Performed at the Contractor's Risk. The Contractor shall take all precautions necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protection necessary for that purpose. All work shall be done at the Contractor's own risk, and the

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

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

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

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

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

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



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

If any dispute arises between the City and the Contractor under any of the provisions of this Agreement which cannot be resolved by the City's determination in a reasonable time, or if the Contractor does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be with the Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party shall be reimbursed by the other party for its costs, expenses, and reasonable attorney's fees incurred in any litigation arising out of the enforcement of this Agreement.

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

ODYSSEY SIGN & DESIGN

THE CITY OF GIG HARBOR

By: 
Its 

By: _____
Its Mayor

Notices should be sent to:

<p>Bud Wisner, Odyssey Sign & Design 4204 77th Ave Ct NW Gig Harbor, WA 98335</p>	<p>City of Gig Harbor Attn: David Brereton Director of Operations 3510 Grandview Street Gig Harbor, Washington 98335 (253) 851-6170</p>
--	---

Approved as to form:

By: _____
City Attorney

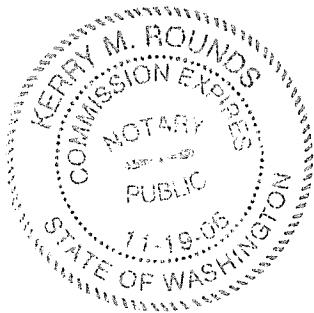
Attest:

By: _____
Molly M. Towslee, City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF Pierce)

I certify that I know or have satisfactory evidence that MARVIN A. WISER 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 Odyssey Sign & Design to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: April 19, 2006



Kerry M. Round
Notary Public in and for the
State of Washington,
Residing at Ever Harbor, WA
My appointment expires: 11/19/2008

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

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

DATED: _____

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

ACORD™ CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 04/19/2006
PRODUCER (800)362-5220 FAX (800)496-6054 AAA Insurance, Inc. PO Box 1957 Tacoma, WA 98401-1957	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED ODYSSEY BOUND INC DBA: ODYSSEY SIGN & DESIGN 4204 77TH AVENUE CT NW GIG HARBOR, WA 98335	INSURERS AFFORDING COVERAGE	
	INSURER A: American States Insurance Co.	NAIC # 19704
	INSURER B:	
	INSURER C:	
	INSURER D:	
		INSURER E

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	01CE60466970	06/02/2005	06/02/2006	EACH OCCURRENCE \$ 1,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 200,000
					MED EXP (Any one person) \$ 10,000
					PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS _____	01CE60466970	06/02/2005	06/02/2006	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
					BODILY INJURY (Per person) \$
					BODILY INJURY (Per accident) \$
					PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
					OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE _____ <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE \$
					AGGREGATE \$
					\$
					\$
					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

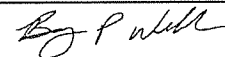
City of Gig Harbor
 3510 Grandview St
 Gig Harbor, WA 98335

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Bryan Welch/BWE



4204 77th Ave Ct. NW
Gig Harbor, WA 98335
Office - 253.265.6417
Fax - 253.265.6716
Cell - 253.225.4233

Odyssey Sign & Design

Sandblasted Sign Schedule

To: City of Gig Harbor
From: Bud Wiser
Date: 4/17/2006
Re: RFP sandblasted signs sign schedule

Considerations for scheduling sand blasted signs:

Fabrication of sandblasted signs is an involved process and takes time to accomplish.

Once a design is approved - rough-cut cedar is selected, planed on all sides and is glued and clamped together for the size of blank required, the glue is cured for several days. After curing an adhesive is applied to one side of the blank and sandblast mask is cut to the pattern specified. The mask is applied to the blank and the sign is sandblasted. After blasting, the mask is removed, the blank cut to finished dimensions and sanded. A primer is then applied and allowed to dry. The background color is applied and allowed to dry then the lettering enamel is applied and allowed to dry. The sign is then turned over and the back is primed and painted. Each sign is a custom piece and is labor intensive.

This is a large order and to expedite completion it would be helpful to establish a priority list that is split into 3 phases. This will allow a flow in fabrication without being overwhelmed. While the first phase is in the process of being blasted and painted, the blanks for the second phase can be started and the same timing initiated for the third phase. There will be some overlap of the phases but the total process may take up to 80 days for project completion. We are committed to completing this project as soon as possible.

We are currently setting up computer files for the sizes of signs specified in the RFP so the text can be entered and layouts sent to you soon after the bid is approved. I understand that there may be some changes, additions or deletions from the original RFP.

Looking forward to working with you on this exciting project,



Bud Wiser

CITY OF GIG HARBOR - RFP- SANDBLASTED SIGNS				
GIG HARBOR SANDBLASTED SIGNS				
SIGN #	SIZE	SQ. FT.	\$/SQ.FT.	BID PRICE
1	50 X 54	18.75	75	\$ 1,406.25
2	48 X 40	13.33	75	\$ 999.75
2A	12 X 36	3	75	\$ 225.00
3	24 X 30	5	75	\$ 375.00
4	40 X 38	10.55	75	\$ 791.25
5	40 x 38	10.55	75	\$ 791.25
6	24 X30	5	75	\$ 375.00
7	36 X 38	9.5	75	\$ 712.50
7A	12 X 36	3	75	\$ 225.00
7B	12 X 36	3	75	\$ 225.00
8	40 x43	12	75	\$ 900.00
8A	12 X 36	3	75	\$ 225.00
9	24 x 24	4	75	\$ 300.00
9	24 x 24	4	75	\$ 300.00
10	48 X 40	13.33	75	\$ 999.75
10A	12 X 36	3	75	\$ 225.00
10	48 X 40	13.33	75	\$ 999.75
10A	12 X 36	3	75	\$ 225.00
11	48 x 54	18	75	\$ 1,350.00
12	40 X38	10.55	75	\$ 791.25
13	40 X 38	10.55	75	\$ 791.25
14	66 X 44	20	75	\$ 1,500.00
15	48 X 36	12	75	\$ 900.00
				\$ 15,633.00
				PLUS TAX
ODYSSEY SIGN & DESIGN				
4204 77TH AVE. CT. NW				
GIG HARBOR, WA 98335				
265.6417				
FAX 265.6716				



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DICK J. BOWER, CBO, BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: RESOLUTION AMENDING THE BUILDING PERMIT FEE
SCHEDULE TO PROVIDE FOR FEES FOR BASE PLANS
SUBMITTED UNDER GHMC TITLE 15.07
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

Upon City Council's passage of the Base Plan Program ordinance presented to Council for a second reading at this May 8th meeting, the City's Fee Schedule must be amended to create the appropriate fees for the base plan program. The resolution presented to you accomplishes this.

POLICY CONSIDERATIONS

The policy considerations of this amendment have been discussed under the Base Plan Program ordinance.

FISCAL CONSIDERATIONS

The fiscal considerations of this resolution have been considered in the Base Plan Program ordinance.

RECOMMENDATION

Staff recommends adoption of this resolution following the adoption of the second reading of the ordinance establishing the Base Plan Program.

RESOLUTION NO.

A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO BUILDINGS AND CONSTRUCTION, ESTABLISHING A FEE FOR THE REVIEW AND APPROVAL OF BASE PLANS, PURSUANT TO CHAPTER 3.40 OF THE GIG HARBOR MUNICIPAL CODE, SO THAT THIS RESOLUTION SUPERCEDES RESOLUTION 639, ESTABLISHING BUILDING PERMIT FEES.

WHEREAS, Gig Harbor Municipal Code Section 3.40.010 requires the City Council to establish fee schedules for planning and building permit applications and permits, engineering plan review fees and construction fees by resolution; and

WHEREAS, the City Council last established such fee schedules in January of 2005 in Resolution No. 639; and

WHEREAS, it has been determined that customer service and project affordability can be improved by reducing the plan review fee for 1 and 2 family dwelling projects submitted for building permitting that use plans previously reviewed and approved by the building and fire safety division; and

WHEREAS, the City Council adopted chapter 15.07 to the Gig Harbor Municipal Code to allow for the review and approval of base plans, and a fee must be established; and

WHEREAS, the proposed base plan fees must be included in the fee schedules described under GHMC Sec. 3.40.010

NOW, THEREFORE, THE GIG HARBOR CITY COUNCIL RESOLVES AS FOLLOWS:

Section 1. Resolution No. 639, establishing Building Permit Fees is superseded by this Resolution.

Section 2. The City Council hereby adopts the fee schedule in Exhibit A which is incorporated herein by reference.

APPROVED:

Charles L. Hunter, Mayor

ATTEST:

Molly Towslee, City Clerk
City Clerk

Approved as to form:

Carol A. Morris, City Attorney

Filed with City Clerk:
Passed by City Council:

Exhibit "A"
Table 1-1
Building Permit Fees

Total Valuation	Fee
\$1.00 to \$500.00	\$28.00
\$501.00 to \$2,000.00	\$28.00 for the first \$500.00 plus \$4.00 for each additional \$100.00 or fraction thereof to and including \$2,000.00
\$2,001 to \$25,000	\$81.00 for the first \$2,000.00 plus \$17.00 for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00
\$25,001.00 to \$50,000.00	\$454.00 for the first \$25,000.00 plus \$12.00 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
\$50,001.00 to \$100,000.00	\$747.00 for the first \$50,000.00 plus \$9.00 for each additional \$1000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$1153.00 for the first \$100,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3752.00 for the first \$500,000.00 plus \$6.00 for each additional \$1000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$6507.00 for the first \$1,000,000.00 plus \$4.00 for each additional \$1,000.00 or fraction thereof
Demolition Permit	\$100.00
Building Permit Plan Review Fees	
Building permit plan review fees	The fee for review of building plans will equal 65% of the permit fee in addition to the permit fee.
Base Plan Fees	
Base Plan Application Filing Fee.	\$50.00
New Base Plan Review Fee.	150% of plan review fee calculated under T. 1-1 for new construction.
Establish base plan from plan previously approved by the City.	100% of plan review fee calculated under T 1-1 for new construction.
Subsequent plan review fee for use of established base plan.	40% of the plan review fee calculated under T 1-1 for new construction.
Grading Plan Review Fees	
100 Cu. Yds or less	\$28.00
101 to 1000 Cu Yds.	43.00
1,001 to 10,000 Cu. Yds	58.00
10,001 to 100,000 Cu. Yds.	58.00 for the first 10K plus 29.00 each add. 10K or fraction thereof.
100,001 to 200,000 Cu. Yds	313.00 for the first 100K plus 16.00 for each add. 10K or fraction thereof.
200,001 Cu. Yds. or more	467.00 for the first 200K plus 9.00 for each add. 10K or fraction thereof.
Grading Permit Fees	
100 Cu. Yds or less	\$43.00
101 to 1000 Cu. Yds.	43.00 for the first 100 Cu. Yds. plus 21.00 for each add. 100 Cu. Yds frac. thereof
1,001 to 10,000 Cu. Yds.	226.00 for the first 1000 Cu. Yds. plus 17.00 for each add. 1K Cu. Yds. or frac. thereof
10,001 to 100,000 Cu. Yds.	377.00 for the first 10K Cu. Yds. plus 77.00 for each add. 10K Cu. Yds. or frac. thereof
100,001 Cu. Yds or more	1,067.00 for the first 100K Cu. Yds. plus 43.00 for each add. 10K Cu. Yds. or frac. thereof

**Table 1-2
Square Foot Construction Costs^{a,b,c}**

Group (2003 IBC/IRC)		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, with stage	165.95	160.61	156.88	150.43	139.89	139.15	145.68	129.62	124.96
	Theaters, without stage	153.07	147.74	144.00	137.56	127.01	126.28	132.81	116.74	112.08
A2	Assembly, nightclubs	125.18	121.67	118.62	114.17	106.80	105.50	110.00	97.28	94.06
	Restaurants, bars, banq. halls	124.18	120.67	116.62	113.17	104.80	104.50	109.00	95.28	93.06
A-3	Assembly, churches	153.70	148.37	144.63	138.18	127.62	126.88	133.44	117.35	112.69
	General, comm.. halls, libraries museums	127.26	121.93	117.19	111.74	100.17	100.44	107.00	89.90	86.24
A-4	Assembly, arenas	124.18	120.67	116.62	113.17	104.80	104.50	109.00	95.28	93.06
B	Business	127.83	123.20	119.28	113.70	101.74	101.18	109.36	90.86	87.43
E	Educational	134.23	129.70	125.99	120.41	111.07	108.45	116.43	99.24	95.53
F-1	Factory/Industrial, mod. haz.	77.52	73.96	69.54	67.44	58.27	59.27	64.69	49.69	47.21
F-2	Factory/Industrial, low haz.	76.52	72.96	69.54	66.44	58.27	58.27	63.69	49.69	46.21
H-1	High hazard, explosives	72.81	69.25	65.83	62.73	54.71	54.71	59.68	46.14	N.P.
H-2-4	High hazard	72.81	69.25	65.83	62.73	54.71	54.71	59.98	46.14	42.65
H-5	HPM	127.83	123.20	119.28	113.70	101.74	101.18	109.36	90.86	87.43
I-1	Institutional, supervised	126.22	121.89	118.61	113.80	104.41	104.35	110.35	95.96	92.16
I-2	Institutional, incapacitated	212.78	208.15	204.23	198.65	186.33	N.P.	194.31	175.45	N.P.
I-3	Institutional, restrained	145.21	140.58	136.66	131.08	120.34	118.78	126.74	109.46	104.03
I-4	Institutional, day care	126.22	121.89	118.61	113.80	104.41	104.35	110.35	95.96	92.16
M	Mercantile	93.28	89.77	85.71	82.26	74.39	74.08	78.09	64.86	62.65
R-1	Residential, hotels	127.49	123.15	119.88	115.07	105.73	105.68	111.67	97.28	93.49
R-2	Residential, multi-family	127.48	122.27	118.35	112.57	101.56	101.48	108.68	91.41	86.86
R-3	Residential, 1/2 family	121.08	117.73	114.83	111.67	106.38	106.13	109.80	101.28	94.02
R-4	Residential, care/asst. living	126.22	121.89	118.61	113.80	104.41	104.35	110.35	95.96	92.16
S-1	Storage, moderate hazard	71.81	68.25	63.83	61.73	52.71	53.71	58.98	44.14	41.65
S-2	Storage, low hazard	70.81	67.25	63.83	60.73	52.71	52.71	57.98	44.14	40.65
U	Utility, miscellaneous	54.84	51.85	48.77	46.33	40.19	40.19	43.73	33.04	31.46

- a. Private garages use Utility, miscellaneous
- b. Unfinished basements (all use group) = \$15.00 per sq. ft.
- c. N.P. = not permitted

**Table 1-3
Plumbing Permit Fees**

Permit Issuance	
1. For issuing each permit.....	\$23.00
2. For issuing each supplemental permit.....	12.00
Unit Fee Schedule (in addition to items 1 and 2 above)	
1. For each plumbing fixture on one trap or a set of fixtures on one trap (including water, drainage piping and backflow protection therefor).....	\$ 8.00
2. For each building sewer and each trailer park sewer.....	17.00
3. Rainwater Systems – per drain (inside building).....	8.00
4. For each cesspool (where permitted).....	29.00
5. For each private sewage disposal system.....	46.00
6. For each water heater and/or vent.....	8.00
7. For each gas-piping system of one to five outlets.....	6.00
8. For each additional gas-piping system outlet per outlet.....	1.00
9. For each industrial waste pretreatment interceptor including its trap and vent, except kitchen-type grease interceptors functioning as fixture traps.....	8.00
10. For each installation, alteration, or repair of water piping and/or water treating equipment, each.....	8.00
11. For each repair or alteration of drainage or vent piping, each fixture.....	8.00
Cont. next page	

Table 1-3 Cont.

12.	For each lawn sprinkler system on any one meter including backflow protection devices therefore.....	8.00
13.	For atmospheric-type vacuum breakers not included in item 12:	
	1 to 5.....	6.00
	over 5, each.....	1.00
14.	For each backflow protective device other than atmospheric-type vacuum breakers:	
	2 inch (51 mm) diameter and smaller.....	8.00
	over 2 inch (51 mm) diameter.....	17.00
15.	For each gray water system.....	46.00
16.	For initial installation and testing for a reclaimed water system (excluding initial test).....	35.00
17.	For each annual cross-connection testing of a reclaimed water system (excluding initial test).....	35.00
18.	For each medical gas piping system serving one to five inlet(s)/outlet(s) for a specific gas.....	58.00
19.	For each additional medical gas inlet(s)/outlet(s).....	6.00

Plan Review Fee

1. A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all plumbing permits. **Exception:** No plan review fee will be charged for plumbing permits related to residential construction regulated under the International Residential Code.

**Table 1-4
Mechanical and Fuel Gas Permit Fees**

Permit Issuance

- | | |
|---------------------------------|---------|
| 1. For issuing each permit..... | \$28.00 |
|---------------------------------|---------|

Unit Fee Schedule (in addition to issuance fee above)

2. HVAC units up to and including 100,000 Btu.....	18.00
3. HVAC units over 100,000 Btu.....	22.00
4. Each appliance vent or diffuser without appliance.....	9.00
5. Repair of each appliance & refrigeration unit.....	16.00
6. Each boiler / compressor 100,000 Btu or 3 hp.....	18.00
Each over 100K to 500K Btu or over 3 hp to 15 hp.....	32.00
Each over 500K to 1,000K Btu or over 15 hp to 30 hp.....	44.00
Each over 1,000K to 1,750K Btu or over 30 hp to 50 hp.....	65.00
Each over 1,750K or over 50 hp.....	108.00
7. Each air handler up to 10,000 cfm.....	13.00
8. Each air handler over 10,000 cfm.....	22.00
9. Each VAV box.....	13.00
10. Each evaporative cooler other than portable type.....	13.00
11. Each ventilation fan connected to a single duct.....	9.00
12. Each ventilation system not part of a system under permit.....	13.00
13. Each hood served by mech. exhaust system including the ductwork.....	13.00
14. Each piece of equipment regulated by the mechanical code but not listed in this table (fireplace inserts).....	13.00
15. Each fuel gas piping system of one to four outlets.....	6.00
16. Each additional fuel gas outlet.....	2.00

Plan Review Fee

1. A plan review fee equal to 65% of the permit fee shall be charged in addition to the permit fee for all mechanical permits. **Exception:** No plan review fee will be charged for mechanical permits related to residential construction regulated under the International Residential Code

**Table 1-5
Fire System Permit Fees**

Type of Fire Protection System	Fees (includes plan review, testing, and inspection)
Fire Alarm Systems	
New Com./Multi. Fam. (first 4 zones).....	\$400.00 plus \$1.50 per device
Additional zones.....	50.00 each plus \$1.50 per device
Tenant Improvement	\$300.00 plus \$1.50 per device
Additional Zones	50.00 plus \$1.50 per device
Residential (1-2 fam. dwellings).....	\$160.00 plus \$1.50 per device
Sprinkler supervision/notification only.....	\$170.00 plus \$1.50 per device
System upgrade	One half the above listed fees for new work.
Fire Sprinkler Systems	
NFPA 13, 13 R Systems	
1. Each new riser up to 99 heads.....	\$175.00 +3.00/head
2. Each wet riser over 99 heads.....	490.00
3. Each dry riser over 99 heads.....	609.00
4. Each new deluge or pre-action system....	609.00
5. Each new combination system.....	790.00
6. Sprinkler underground.....	126.00
7. Revision to existing system.....	\$55.00 + 2.25/ head
8. High piled stock or rack system	
Add to riser fee.....	315.00
NFPA 13D systems	
1. Per dwelling unit fee.....	252.00
Standpipe Systems	
1. Each new Class 1 system	
Dry system.....	242.00
Wet system.....	347.00
2. Each new Class 2 system.....	420.00
3. Each new Class 3 system.....	420.00
Fire Pumps	\$762.00
Type I Hood Suppression Systems	
1. Pre-engineered.....	\$198.00
2. Custom engineered.....	347.00
Fixed Pipe Fire Suppression	
1. Pre-engineered.....	\$210.00
2. Custom engineered.....	483.00

**Table 1-6
Additional Services**

1.	Inspections outside of normal business hours.....	\$55.00 per hour ¹
2.	Reinspection fee.....	55.00 per hour
3.	Inspections for which no fee is specifically indicated.....	55.00 per hour
4.	Fire Code Operational Permit Inspection.....	55.00 per hour
5.	Additional plan review required by changes, additions or revisions to approved plans (per hour – minimum charge one-half hour).....	55.00 per hour
6.	Temporary Certificate of Occupancy.....	200.00
7.	Certificate of Occupancy for change in use.....	55.00
8.	Adult Family Home licensing inspection.....	55.00
9.	Investigation fee for work without a permit.....	100% of the permit fee in addition to the permit fee.
10.	Expedited plan review by third party contract	Actual Cost but not less than 65% of the permit fee.

¹ A two hour minimum fee will be charged for all additional services involving employee overtime.

**Table 1-7
Fire Code Operational and Construction Permit Fees**

Operation	Fee
Aerosol Products.....	55.00
Amusement Buildings.....	55.00
Aviation Facilities.....	110.00
Carnivals and fairs.....	55.00
Battery systems.....	110.00
Cellulose nitrate film.....	55.00
Combustible dust producing operations.....	55.00
Combustible fibers.....	55.00
- Exception: Permit not required for agricultural storage	
Compressed gases.....	55.00
- Exception: Vehicles using CG as a fuel for propulsion	
- See IFC T. 105.6.9 for permit amounts	
Covered mall buildings – Required for:.....	55.00
- Placement of retail fixtures and displays, concession equipment, displays of highly combustible goods and similar items in the mall;	
- Display of liquid or gas fired equipment in the mall;	
- Use of open flame or flame producing equipment in the mall.	
Cryogenic fluids.....	55.00
- Exception: Vehicles using cryogenic fluids as a fuel for propulsion or for refrigerating the lading.	
- See IFC T. 105.6.11 for permit amounts	
Dry cleaning plants.....	55.00
Exhibits and trade shows.....	55.00
Explosives.....	110.00
Fire hydrants and valves.....	55.00
- Exception: Authorized employees of the water company or fire department.	
Flammable and combustible liquids.....	110.00
- In accordance with IFC 105.6.17	
Floor finishing.....	55.00
- In excess of 350 sq. ft. using Class I or Class II liquids	

Cont. next page

Table 1-7 Cont.

Fruit and crop ripening.....	55.00
- Using ethylene gas	
Fumigation and thermal insecticidal fogging.....	55.00
Hazardous materials.....	55.00
- See IFC T. 105.6.21 for permit amounts	
HPM Facilities.....	110.00
High piled storage.....	110.00
- In excess of 500 sq. ft.	
Hot work operations.....	55.00
- In accordance with IFC 105.6.24	
Industrial ovens.....	55.00
Lumber yards and woodworking plants.....	55.00
Liquid or gas fueled vehicles or equipment.....	55.00
- In assembly buildings	
LP –Gas.....	110.00
- Exception: 500 gal or less water capacity container serving Group R-3 dwelling	
Magnesium working.....	55.00
Miscellaneous combustible storage.....	55.00
- In accordance with IFC 105.6.30	
Open burning.....	55.00
- Exception: Recreational fires	
Open flames and torches.....	55.00
Open flames and candles.....	55.00
Organic coatings.....	55.00
Places of assembly.....	55.00
Private fire hydrants.....	55.00
Pyrotechnic special effects material.....	55.00
Pyroxylin plastics.....	55.00
Refrigeration equipment.....	55.00
- Regulated under IFC Ch. 6	
Repair garages and motor fuel dispensing facilities.....	55.00
Rooftop heliports.....	110.00
Spraying or dipping.....	55.00
- Using materials regulated under IFC Ch. 15	
Storage of scrap tires and tire byproducts.....	55.00
Temporary membrane structures, tents and canopies.....	55.00
- Except as provided in IFC 105.6.44	
Tire re-building plants.....	55.00
Waste handling.....	55.00
Wood products.....	55.00

Required Construction Permits

Automatic fire extinguishing systems.....	Ref. Table 1-5
Compressed gases except as provided under IFC 105.7.2.....	Ref. Table 1-3
Fire alarm and detection systems and related equipment.....	Ref. Table 1-5
Fire pumps and related equipment.....	Ref. Table 1-5
Flammable and combustible liquids – In accordance with IFC 105.7.5.....	110.00
Hazardous materials.....	110.00
Industrial ovens regulated under IFC Ch. 21.....	110.00
LP Gas – Installation or modification of LP gas system.....	Ref. Table 1-4
Private fire hydrants – Installation or modification of private fire hydrants.....	Ref. Table 1-5
Spraying or dipping – installation or modification of a spray room, dip tank, or booth.....	110.00
Standpipe system.....	Ref. Table 1-4
Temporary membrane structures tents and canopies.....	Included in Op. Permit Fee
- Except as provided under IFC 105.7.12	



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER
SUBJECT: EDDON BOAT CONCEPTUAL AND FINAL PARK DESIGN –
CONSULTANT CONTRACT AUTHORIZATION
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

As part of the activities associated with the ongoing environmental permitting and park development process, consultant services are required to assist the City in developing a conceptual and final park design and construction cost estimate that will serve the public needs. The park design is a necessary component that must be provided in the near future to the environmental permitting agencies.

FISCAL CONSIDERATIONS

The scope of this project was not anticipated in the 2006 Budget however, adequate funds do exist in the Park Development fund, Fund 109.

RECOMMENDATION

I recommend that Council authorize the consultant services contract with Anchor Environmental, LLC in an amount not to exceed Twenty-three Thousand Seven Hundred Twelve Dollars and Zero Cents (\$23,712.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
ANCHOR ENVIRONMENTAL, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Anchor Environmental, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 1423 Third Avenue, Suite 300, Seattle, Washington 98101 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in the development a conceptual and final park design for the Eddon Boatyard Property 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 May 3, 2006 including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Twenty-three Thousand Seven Hundred Twelve Dollars and zero cents (\$23,712.00) 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**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by August 31, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the

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

VI. Discrimination

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

VII. Indemnification

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

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

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

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

VIII. Insurance

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

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

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

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

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

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

F. The Consultant shall request from his insurer a modification of the ACORD certificate to include language that prior written notification will be given to the City of Gig

Harbor at least 30-days in advance of any cancellation, suspension or material change in the Consultant's coverage.

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

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

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

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

CONSULTANT
Anchor Environmental, LLC
Attn: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, Washington 98101
(206) 287-9131

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

XVII. Assignment

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

XVIII. Modification

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

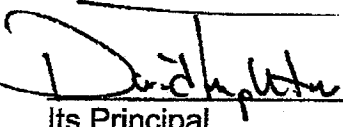
XIX. Entire Agreement

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

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

CONSULTANT

CITY OF GIG HARBOR

By: 
Its Principal

By: _____
Mayor

Notices to be sent to:
CONSULTANT
Anchor Environmental, LLC
Attn: David Templeton, Partner
1423 Third Avenue, Suite 300
Seattle, Washington 98101
(206) 287-9131

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

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he 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: _____



Anchor Environmental, L.L.C.
1423 3rd Avenue, Suite 300
Seattle, Washington 98101
Phone 206.287.9130
Fax 206.287.9131

May 3, 2006

Mr. Steve Misiurak
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

**Re: Exhibit A – Addendum to Scope of Work
Eddon Boat Park – Conceptual and Final Park Design**

Dear Mr. Misiurak:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor Environmental L.L.C.'s (Anchor) request to authorize funding for conceptual park design activities for Eddon Boat Park. Though Anchor will integrate environmental assessment and remediation activities, the activities addressed in this scope of work are separate from those necessary to meet the City's obligations under the amended purchase and sale agreement.

This scope of work, prepared by Anchor for the City of Gig Harbor (City), is based upon our present understanding of the Eddon Boat Park project (Project). The work plan provides an approach for the preparation of a conceptual and final design including public meetings with the Eddon Boat Advisory Committee (Advisory Committee) and the City of Gig Harbor Parks Commission (Parks Commission).

The proposed work at the Project site involves creating a shoreline park at a former commercial property on two parcels totaling 1.57 acres with approximately 300 linear feet of waterfront. The northwest portion of the site contains the several structures to be preserved and/or renovated such as the boatworks building, dock, and one residence. A natural shoreline terrace

below the residence contains several native saltmarsh species. The east portion of the site has been cleared of most structures and will be the focus of the park conceptual design. Remaining structures on the east portion of the site include a 9 to 12 foot high deteriorated timber bulkhead and two large concrete foundations. Approximately six trees remain on the site and shall be preserved.

Assumptions

- Environmental cleanup issues are being addressed under the existing contract. Conceptual and final park design will be coordinated so that it does not conflict with cleanup. Contractually, park design and cleanup can be separated, as requested by the City, for invoicing and accounting purposes.
- The preliminary program and design criteria (attached) are based on previous work by the Advisory Committee and others that describes the basis for the conceptual design.
- A topographic survey of the current site conditions in AutoCAD 2000 format will be provided by the City (through contracting with a surveying firm from the City's small works roster). This survey will be in mean lower low water (MLLW) datum (NOS). The City's contract surveyor will combine this survey with existing bathymetry to create a base map. The map will be available prior to completion of the final conceptual design.
- Anchor will internally coordinate park design with other activities related to environmental cleanup and permit agency coordination.
- Anchor will attend the meetings described in this scope of work. Other meetings not included in this scope of work will be negotiated as additional work.
- Estimated costs for construction will include park development costs borne by the City and will not include environmental cleanup costs borne by the previous owner of the property. Anchor will integrate these elements for permitting and construction as a separate activity. Estimated costs for park development will consist of site improvements only and will not include building and dock repair and renovation costs.
- The final and conceptual park designs will consist of colored, to scale, hand drawn, computer scanned and labeled images consisting of plan, cross-section, and perspective sketch (not to scale) views. This scope of work does not include construction documents (Auto CAD drafted plans and specifications) or permitting.

Task 1: Develop Alternative Plans

- Attend April 24 site visit to review existing survey information, site conditions, and potential project improvements. Discuss project with members of the Advisory Committee (Dawn Stanton and others).
- Prepare base map (prior to receiving new topographic/bathymetric survey) and review any other relevant documents.
- Prepare a minimum of two alternative plans for meeting with City on May 1 (Meeting No. 1) in Seattle. Draft plans will be provided on May 1 for discussion and can be used in the City's ALEA application if needed as a placeholder.
- Based on the meeting with the City, prepare two to three alternatives for combined Advisory Committee/Park Commission/Public May 3 meeting (Meeting No. 2) in Gig Harbor. Present preliminary program, design criteria, and alternative designs on boards and facilitate discussion and input at the May 3, 2006 meeting. Materials for and travel to meeting are included.

Task 1 Work Products

- Preliminary Program of Elements and Design Criteria.
- Photo Board of Existing Conditions.
- Base Map (currently available information only).
- Two initial alternative designs, colored and to scale, including plan and one cross section at bulkhead.
- Two to three alternative designs for Advisory Committee/Park Commission/Public meeting, which will be colored, to scale, and will include a plan and one cross section at the bulkhead. The designs will be mounted on boards, full size, and be accompanied by 8½x11 color handouts (25 copies).
- Meeting minutes with comments on the alternative plans.

Task 2: Preliminary Conceptual Design and Cost Estimate

- Based on Task 1 comments and input received at the May 3 meeting, prepare draft version of preliminary conceptual design for City review. No meeting or conference call is anticipated.
- Prepare preliminary conceptual design and estimated cost of park construction for presentation to the Advisory Committee/Park Commission/Public at one meeting in Gig

Harbor. Address comments from Task 1 alternative designs and facilitate discussion and input at this meeting.

Task 2 Work Products

- Draft preliminary conceptual design, which will be colored and to scale, including a plan and one cross section at the bulkhead.
- Preliminary conceptual design and estimated cost of construction for Advisory Committee/Park Commission/Public meeting (Meeting No. 4), which will be colored, to scale, and will include a plan and one cross section at bulkhead. They will be mounted on boards, full size, and accompanied by 8½x11 color handouts (25 copies).

Task 3: Final Conceptual Design and Cost Estimate

- Based on Task 2 comments, prepare draft version of the final conceptual design for City review. City will provide input on phasing of improvements at this meeting based on the City's available and projected funding. No meeting or conference call is anticipated.
- Prepare final conceptual design, one ground level perspective sketch, phasing plan, and estimated cost of park construction for presentation to the Advisory Committee/Park Commission/Public at one meeting in Gig Harbor. Address comments from Task 3 preliminary conceptual designs and facilitate discussion and input at this meeting.

Task 3 Work Products

- Draft final conceptual design, colored and to scale, including plan and one cross section at bulkhead.
- Final conceptual design and estimated cost of construction for Advisory Committee/Park Commission/Public meeting, colored and to scale, including plan, perspective sketch, and one cross section at the bulkhead. Also, a phasing plan consisting of a color coded plan view with separate cost breakdown of total costs for each phase. Both the design and plan will be mounted on boards, full size, and accompanied by 8½x11 color handouts (25 copies). PDF files will be provided.

Table 1
Budget Summary

Task	Description	Proposed Budget	Estimated Start Date
1	Develop Alternative Plans	\$9,034	April 2006
2	Preliminary Conceptual Design and Cost Estimate	\$5,249	May 2006
3	Final Conceptual Design and Cost Estimate	\$9,429	May 2006
TOTAL		\$23,712	

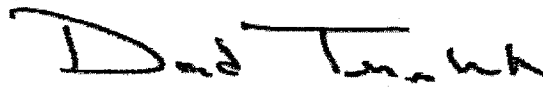
If this Scope of Work meets the City's needs, we will assume that the City will prepare the necessary contract. We propose to perform these tasks on a time and material and not to exceed basis. If the project conditions change outside the assumptions discussed above, Anchor will work with you to re-scope the necessary project elements.

Please feel free to contact Peter Hummel at (206) 903-3319 or phummel@anchorenv.com if you have any questions or would like additional information on this scope of work.

Sincerely,



Peter Hummel, ASLA
Senior Landscape Architect
Anchor Environmental LLC



David Templeton
Partner
Anchor Environmental, L.L.C.

ANCHOR ENVIRONMENTAL, L.L.C.

2006 PROJECT COST ESTIMATING FORM

Proposal/Project Name:

Eddon Boatworks Park Conceptual Design

City of Gig Harbor

Number:

Project number here
Peter Hummel - Rev by DWT

Prepared by:

- Task 1 Develop Alternative Plans
- Task 2 Preliminary Conceptual Design and Cost Estimate
- Task 3 Final Conceptual Design and Cost Estimate
- Task 4
- Task 5
- Task 6
- Task 7
- Task 8
- Task 9
- Task 10

Labor Categories	Billing Rate	Task 1	Task 2	Task 3	Task 4	Task 5	Task 6	Task 7	Task 8	Task 9	Task 10	Total Hours	Total Dollars
Principal Engr/Plan/Sci	\$ 175	0	0	0	0	0	0	0	0	0	0	0	0
Consulting LA - P Hummel	\$ 160	21	10	24	0	0	0	0	0	0	0	55	\$ 8,800
Senior Engr/LA/Plan/Sci	\$ 140	0	0	0	0	0	0	0	0	0	0	0	0
Engr/Plan/Sci	\$ 120	0	0	0	0	0	0	0	0	0	0	0	0
Senior Staff LA - G Sassan	\$ 100	46	32	44	0	0	0	0	0	0	0	122	\$ 12,200
Staff 2 Engr/Plan/Sci	\$ 90	0	0	0	0	0	0	0	0	0	0	0	0
Staff 1 Engr/Plan/Sci	\$ 80	0	0	2	0	0	0	0	0	0	0	2	\$ 160
Senior Design/GIS/Database/IT	\$ 90	0	0	0	0	0	0	0	0	0	0	0	0
Design/GIS/Database/IT	\$ 80	8	4	8	0	0	0	0	0	0	0	20	\$ 1,600
Project Assistant	\$ 70	0	0	3	0	0	0	0	0	0	0	3	\$ 210
Administrative	\$ 65	0	0	0	0	0	0	0	0	0	0	0	0
Human Resources	\$ 65	0	0	0	0	0	0	0	0	0	0	0	0
Total Hours		75	46	81	0	0	0	0	0	0	0	202	\$ 22,970
Total Labor		\$ 8,600	\$ 5,120	\$ 9,250	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Average Hourly Rate		\$ 114											
Subconsultants													
List subconsultants here													
List subconsultants here													
List subconsultants here													
List subconsultants here													
List subconsultants here													
Total Cost													
Markup on Subs	10.0%												
Reimbursables													
CAD/Computer (\$/hr)	\$10.00	80	40	80									\$ 200
Mileage (\$/mile)	\$0.445	134	89	89									\$ 312
Copies (\$/copy)	\$0.10			10									\$ 10
Anchor boat (\$/day)													
Faxes (\$/fax)	\$1.00												
Outside Expenses													
Airfare													
Hotel													
Car Rental													
Repro/Plotting													
Mail/Fedex/Courier													
Other expenses		200											\$ 200
Total Cost		\$ 414	\$ 129	\$ 179	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 722
Outside Exp Markup	10.0%	\$ 20	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 20
Field Equip. and Supplies Summary													
Markup	10.0%												
TOTAL COSTS		\$ 9,034	\$ 5,249	\$ 9,429	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 23,712



ADMINISTRATION

TO: CITY COUNCILMEMBERS
FROM: MAYOR CHUCK HUNTER
SUBJECT: EDDON BOAT BUILDING, DOCK AND MARINE WAYS – LETTER OF INTENT
DATE: MAY 8, 2006

BACKGROUND

In accordance with Proposition #1 Land Acquisition and Development General Obligation Bonds approved by voters in 2004, the City of Gig Harbor solicited Requests For Proposals to implement "use" directives identified in the Bond description.

2004 Bond Language

"...initiate restoration of the Eddon boatyard for historical, cultural, educational and recreational purposes..." "...authorize the City of Gig Harbor to undertake initial restoration of the Eddon boatyard and dock..."

Additionally, the "Statement For" in the voters' pamphlet described, *"...shipwright and wooden boat programs..."*

Request For Proposals

An RFP was initiated by the Eddon Boat Ad-Hoc Committee and advertised in January 2006. The deadline was extended one week in order to expand the search. Three written proposals were submitted.

It should be noted that the goal to preserve the historic boat building's **use** automatically creates a narrow pool of resources. It is the city's goal to occupy the building, upgrade it for public access (fire & safety) and secure a stable tenant that will provide the community with cultural programming similar to successful heritage organizations like The Center for Wooden Boats in Seattle and the Foss Waterway Seaport in Tacoma.

Status on Historic Structures Report

A Historic Structures Report (HSR) is underway by a historic architect/engineering team that will delineate required baseline public access improvements. These life-safety upgrades must be made regardless of the tenant. The HSR will be used to compete for a \$500,000 Washington State Heritage Capital Projects grant that will be submitted May 11th. The grant application will identify the most costly upgrades that are necessary to provide safe public access to the boatbuilding. They include electrical, structural, ingress and egress, design and engineering and all associated expenses identified by

our fire/building official and the HSR architects who specialize in the historic preservation of listed properties.

RFP Decision

The only viable proposal came from Guy Hoppen representing the Gig Harbor BoatShop. His experience in maritime operations spans over 30 years. His commitment and familiarity with the operations of the boat building itself is unrivaled in that his father was the "Ed" in Eddon Boat. The broad make-up of his advisory board is impressive and the assumption is that he will provide the community with a dynamic facility and create a prominent maritime identity for Gig Harbor.

Operations & Public Projects Committee

On April 27, 2006, the Operations & Public Projects Committee met and recommended that the Gig Harbor BoatShop be given a 30-year lease at \$1 annually with the assumption that all contract details be reviewed by the attorney and council.

RECOMMENDATION

In a good faith effort to provide the Gig Harbor BoatShop with every opportunity to be successful for our community, I recommend that the City of Gig Harbor offer the boat building for a term of 20 years. Grant funding depends on a stable location and minimums begin at 15 to 20 years. As was done in other cities, I recommend that the lease amount be \$1 annually. The public benefit of a successful project of this type will be invaluable to the community. This approach will give Mr. Hoppen an opportunity to solicit outside funding sources that require a confirmed term of lease and an annual lease amount.

An initial recommendation from AWC requires \$5,000,000 of liability insurance. I recommend that the city attorney draw up a lease agreement subject to final review of a detailed business plan from Guy Hoppen. This will allow more time for the city to develop a comprehensive lease proposal. Our contract will include performance criteria/audits to ensure that the use of the building performs at the community's expectations. The attached draft is for your review.

PROPOSED RESPONSE TO GIG HARBOR BOAT SHOP (RFP)

May 9, 2006

Mr. Guy Hoppen
Gig Harbor Boat Shop
8402 Goodman Drive N.W.
Gig Harbor, WA. 98332

Guy,

I am pleased to inform you that the City Council, in a unanimous vote, chose to accept your proposal for the *Gig Harbor Boat Shop*, and move forward in the process to provide programming for the Eddon Boat Building at 3805 Harborview Drive.

In good faith, the City of Gig Harbor agrees to a 20-year term of lease at the rate of \$1 annually for the Gig Harbor BoatShop represented by Guy Hoppen. The City will craft a formal lease agreement to define a management and operations contract. After the city attorney and members of Council:

1. Review and accept that draft,
2. Review a detailed Gig Harbor BoatShop business plan, and
3. Review a comprehensive list of all site upgrade requirements and funding sources, we will move to finalize our agreement.

It is our understanding that we will work to complete this agreement in September of 2006. We look forward to this opportunity to make Gig Harbor BoatShop a success for our community

Sincerely,

Charles L. Hunter
Mayor

City of Gig Harbor



Special Election - Proposition No. 1
Submitted by the City of Gig Harbor
LAND ACQUISITION AND DEVELOPMENT
GENERAL OBLIGATION BONDS - \$3,500,000

Ballot Title: The City Council of the City of Gig Harbor adopted Ordinance No. 970 concerning a Proposition for bonds. This proposition authorized the City to acquire waterfront space and land and initiate restoration of the Eddon boatyard for historical, cultural, educational and recreational purposes, to issue \$3,500,000 of general obligation bonds maturing within a maximum term of 20 years to finance such acquisitions, and to levy property taxes annually in excess of regular property tax levies to repay such bonds, all as provided in Ordinance No. 970. Should this proposition be approved or rejected?

Explanatory Statement: Passage of Proposition No. 1 would allow the issuance of \$3,500,00 of general obligation bonds by the City of Gig Harbor (the "City") to finance acquisition of waterfront open space and land, commonly known as Eddon boatworks, which is the historic boatyard building and adjacent properties located at the foot of Stinson Avenue on Harborview Drive. This proposition will also authorize the City of Gig Harbor to undertake initial restoration of the Eddon boatyard and dock for historical, cultural, educational and recreational purposes. The bonds would be repaid out of annual property tax levies over a maximum period of 20 years. The exact amount of such annual levies for these bonds would depend on the amount of principal paid each year and on the interest rates available at the time the bonds are sold.

Statement For:

Gig Harbor is at a major crossroads: "Shall we Invest in our future and preserve our disappearing waterfront access or let it go?"

A **Yes** vote creates open space for a waterfront park and boardwalk. A **Yes** vote secures a location for community, cultural and educational activities for all ages, including shipwright and wooden boat programs. A **Yes** vote preserves the last remaining historically pristine, commercial structure on Gig Harbor Bay and maintains over 300 feet of walking view corridor along Harborview Drive and "water-access" for every household. The property is "For Sale". This bond will cost \$90 on a \$300,000 home Annually (less than 25¢/day).

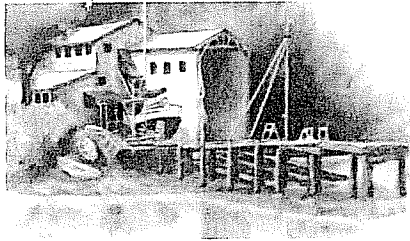
Endorsements to preserve the site include Gig Harbor Peninsula Historical Society, Peninsula Art League, Fisherman's Club, the Waterfront Merchants and others. A State Certified Historic Preservation's report says "Eddon Boat meets National Register of Historic Places criterion for exceptional significance.

Committee Members Include: John English, Chuck Hunter, and Jack Bujacich, Jr.

Statement Against:

No statement was submitted against this issue.

This space is available each election for citizens and/or committees opposing measures to publish a Statement Against. For information, contact the Pierce County Auditor's Office at (253) 798-7430.



GIG HARBOR BOATSHOP

PRESERVING OUR WORKING WATERFRONT

Advisory Board

Guy Hoppen
GIG HARBOR BOATSHOP

Mike Vlahovich
COASTAL HERITAGE ALLIANCE

Steve Helgeson
ALASKA CROSSINGS

Betsy Davis
CENTER FOR WOODEN BOATS

Tom Cashman
WORKING WATERFRONT MUSEUM

Preston Kline
ADVENTURE MANAGEMENT, INC

Robert Ryan
CERTIFIED PUBLIC ACCOUNTANT

Paul L. Anderson
ATTORNEY AT LAW

Lesley Iacolucci
IACOLUCCI DESIGN

8402 Goodman Drive NW
Gig Harbor, Washington 98332
(253) 851-5214
(253) 278-4201 cell
(254) 387-2407 1/11 Beryl E

Mayor Chuck Hunter
3510 Grandview Street
Gig Harbor, WA. 98335

April 7, 2006

Mayor Hunter and City Council Members,

I am honored that Mayor Hunter, the Gig Harbor City Council and the Eddon Boat Ad Hoc Committee, selected the Gig Harbor BoatShop proposal as the preferred template for the future public use of the historic Eddon Boatyard.

The Eddon Boatyard preservation effort and the acceptance of the Gig Harbor BoatShop proposal for contemporary maritime heritage use of the Eddon Boatyard continues to be a community success story that might inspire and guide heritage property projects throughout the state and beyond.

Mayor Hunter's letter dated March 14, requested information and details of the proposed Eddon Boatyard lease by the Gig Harbor BoatShop. The seven questions are addressed below.

1. Proposed lease amount.

The Gig Harbor BoatShop proposes a one-dollar per year lease of the publicly owned site, the Eddon Boatyard, in exchange for public benefit. The lease amount proposed is reflective of the programming value provided to the community by the non-profit.

Two examples of publicly owned sites leased by maritime heritage non-profits:

- A. The Center for Wooden Boats pays no fee to the City of Seattle for the 2.5-acre site at the south end of Lake Union.
- B. The Working Waterfront Maritime Museum pays \$1 per year, with lease duration of 70 years, to the City of Tacoma. (See attachments A and B)

2. Proposed term of lease.

The GHBS proposes a 30-year term of lease. The long-term site lease is necessary for fundraising. Typically a non-profit will need to provide proof of site stability to obtain donor and/or grant funding.

An applicant needs to own or in some other fashion hold the property or other asset that will be the focus of the project for at least 13 years from the time of the execution of the grant contract. Washington State Heritage Capital Projects Fund. 2007-2009 Biennium.

The absence of "site control" - the long-term lease or outright ownership of a site - greatly reduces the capacity to raise funds and prosper. Seattle/King County TASK FORCE ON MARITIME HERITAGE Final report December 6, 2005.

3. Proposed management responsibilities.

The Gig Harbor BoatShop proposes day-to-day management of the Eddon Boatyard site including both floors of the building, the driveway, the two railways and the boatyard dock and float. GHBS responsibilities would include reasonable maintenance costs of the facility after the initial improvements and restorations have been completed.

4. Proposed insurance coverage for the facility (liability).

The Gig Harbor BoatShop recognizes that addressing risk management and obtaining insurance coverage are critical to a successful lease agreement between the non-profit and the City of Gig Harbor. Prior to estimating the scope, costs and feasibility of insurance coverage many questions need to be answered in a detailed manner. Insurance questions: the value of the building and contents, the plans for fire and visitor safety, the nature of site business - including all income streams, estimated annual gross revenue, estimated number of employees and payroll, types of programs proposed, estimated number of program participants and the liability coverage required by the City of Gig Harbor.

The GHBS will develop a risk management plan with Preston Cline, CEO of the professional risk management agency Adventure Management, Inc., located in Portsmouth New Hampshire. We are confident that with Mr. Cline's assistance the GHBS can successfully address insurance requirements.

5. Proposed scope of site upgrades and associated costs.

Site upgrades in the near term include total building rewiring, installing a building fire sprinkler system, providing a physical means of public access to the building, installing a dust and sawdust collection system in the building, upgrading the first floor office and the second floor store to meet the LEED "green" silver standards, determining how the LEED program effects the remaining building and determining what engineering upgrades are necessary to allow for proposed GHBS use.

Rewiring, dust collection and sprinkling have had cursory reviews by professionals. The tentative total dollar amount for those three upgrades is estimated to be under \$150,000. The costs of the remaining upgrades will be assessed once the Historic Structures Report is complete.

6. Proposed time-line for improvements.

The improvements detailed in line item 4., should be undertaken as soon as the Historic Structures Report is completed, the engineering information is available and funding is secured.

The repair of the two railways and dock, while critical to the ultimate success of the GHBS and to the preservation and interpretation of the Eddon Boatyard, will be a second phase of the proposed site upgrades that is tied to the completion of the environmental cleanup.

8402 Goodman Drive NW
Gig Harbor, Washington 98332
(253) 851-5214
(253) 278-4201 cell
(254) 387-2407 F/V/T Beryl/T

Gig Harbor BoatShop

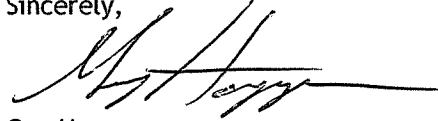
7. Proposed opening date.

The Gig Harbor BoatShop proposal stated that the fall of '06 would be the soonest that programming might begin on a small scale. The GHBS would at a minimum like to have a presence on-site sometime in the fall of '06 so that upgrades can be managed and strides can be made on-site in preparation for programming.

A proposed course of action.

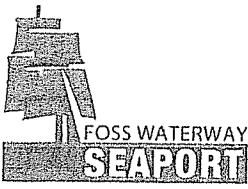
The GHBS proposes that prior to preparing the detailed business, operational and risk management plans that are necessary for funding, insurance coverage and ultimately the opening of the boatyard to the public, that a binding lease agreement, including pre-negotiated criteria to be met by the GHBS, be drafted and signed by both parties. Upon the completion of pre-negotiated GHBS obligations to the City of Gig Harbor, first and foremost a satisfactory risk management and insurance plan, the lease agreement would automatically be ratified.

Sincerely,



Guy Hoppen

8402 Goodman Drive NW
Gig Harbor, Washington 98332
(253) 851-5214
(253) 278-4201 cell
(254) 387-2407 F/V Beryl E



Home of the Working Waterfront Maritime Museum

705 Dock Street
Tacoma, WA 98402
P 253 272 2750
F 253 272 3023
www.fosswaterwayseaport.org

Board of Directors

Terry Paine
Board President

Luke Curtis
Vice President

Joe Manjarrez
Treasurer

Phil Hayes
Secretary

Michael R. Adams

Calvin Bamford, Jr.

Brett Carlson

Randy Carr

Tom Cashman

Tal Edman

Richard W. Griffith

Bill Holland

Archie Matthew, Jr.

Kae Paterson

Milke Robinson

Roger L. Rue

John Shaw

**James "Buttons"
Weddington**

Tom Cashman
Executive Director

Mary Bowlby
Museum Administrator

Leighann Ruddy
Fundraising Assistant

Recognized by the IRS
as a 501(c)3

April 5, 2006

Mr. Guy Hoppen
Gig Harbor Community Boatshop
8402 Goodman Drive
Gig Harbor, WA 98332

Dear Mr. Hoppen:

Site control is essential for the development of every project that will serve a community for years to come - - especially ones such as ours that commit to broad-based, high quality public service and education programming. To that end, the Foss Waterway Seaport project has negotiated a series of agreements with the Foss Waterway Development Authority (FWDA), the public development authority that manages City of Tacoma-owned properties along the Foss Waterway.

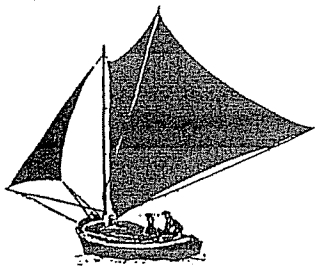
We have pursued this relationship in three steps. We currently operate our lead program, the Working Waterfront Maritime Museum, under a 30-year, \$1/year lease, inside the Balfour Dock building, an historic city-owned structure, slated for redevelopment. In exchange for this lease, our organization is responsible for expenses and reasonable costs related to maintaining occupancy standards.

Our organization, the City of Tacoma, and the FWDA have agreed that the Balfour Dock building is of such historic significance that it should be preserved and updated to accommodate public service uses for at least the remainder of this century. In pursuit of that goal, we now coordinate our efforts according to a joint Memorandum of Understanding (MOU) with the FWDA that specifies mutual performance guidelines to fund building rehabilitation (Seaport responsibility) and replace the wharf and esplanade (the FWDA's responsibility) adjacent to and under a portion of the building. The agreement also specifies program and project sustainability guidelines. The MOU states that if both organizations meet agreed upon funding goals, a 70-year, \$1/year lease will be activated. This lease will provide our organization with administrative and program responsibility of our building, one-third of a nautical mile of in-water spaces, plus an adjacent parking lot necessary to serve the project. The lease also allows renovations to proceed.

I hope this outline clarifies the approach we have engaged in and assists your efforts to pursue your fine project. We look forward to future opportunities to conduct joint programming with the Gig Harbor Community Boatshop to enhance appreciation of our region's rich maritime heritage.

Sincerely,

Tom Cashman



The Center for WOODEN BOATS

1010 Valley Street, Seattle, WA 98109-4468
Tel: 206-382-2628 • Fax: 206-382-2699 • cwb@cwb.org • www.cwb.org

Mr. Guy Hoppen
8402 Goodman Dr NW
Gig Harbor, WA 98332

Dear Mr. Hoppen:

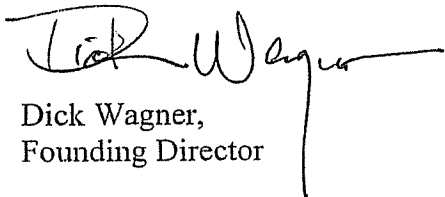
In regards to exemptions to rental fees for city-owned waterfront, here is our story.

The Center for Wooden Boats (CWB) pays no fee for use of our 2.5 acre waterway site, including parking lot, green park and water space at the south end of Lake Union.

When we received our permits and first occupied our site in 1983, there was a rental fee based on our over-water coverage. Five years later, the city had decided to increase the rent for waterways but excused CWB from any further payments, due to the public benefit we provided.

This exemption was proposed by the Mayor, without any application for relief from CWB. The Seattle city legal staff drafted a provision that allowed this one and only exception. This change of policy came about because the city recognized the public benefits we provided, by creating a new and attractive public access to our waterfront and through our programs for disadvantaged youth, involving direct experience in our maritime heritage. The city understood our community quality of life would be enhanced if CWB could spend that money to sustain our historic preservation programs and activities.

Sincerely yours,



Dick Wagner,
Founding Director



ADMINISTRATION

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: LEGAL SERVICES AGREEMENT - CITY ATTORNEY
DATE: MAY 8, 2006

INFORMATION/BACKGROUND

The last contract between the City of Gig Harbor and City Attorney, Carol Morris, was signed in November, 1999. Since that time the City Attorney's hourly reimbursement has been \$130 per hour, except for the first 13 hours of a monthly billing cycle, called retainer hours. These retainer hours - a standard, feel-good contract device for law firms in municipal practice - have been billed at the rate of \$113.47 per hour. Normally, municipal law firms utilize associate, law clerk, and paralegal hours for these hours if at all possible, and break even or make a profit on these hours. Since Carol Morris is a partner-of-one, she has billed less than the \$130 rate for the first 13 hours monthly since the year 2000. I have always considered this billing device to be a noble gesture. The city has benefited about \$2400 per year through this practice.

POLICY CONSIDERATIONS

At the previous Council retreat where this issue was discussed, Councilman Franich requested that a discussion of the City Attorney's rate of compensation take place in light of a proposed contract document. Carol Morris has submitted this contract for mayoral and council review. The agreement adds language to the previous 1999 agreement that provides for termination with or without cause. Section 2.B.5. is improved. The section on reimbursable costs is more realistic than Section 4.D. in the 1999 agreement. My only alteration to the draft agreement submitted by Carol Morris is to limit the days relating to termination from 60 to 30. 30 days termination for convenience is required in the City Attorney contract by GHMC 2.18.030.

FISCAL CONSIDERATIONS

This agreement provides for no retainer rate. Currently, Carol Morris is contracted to charge the Association of Washington Cities, for land use legal advice, at the rate of \$200 per hour.

RECOMMENDATION

I assess the rate of compensation to be within the market range for this contract position.

LEGAL SERVICES AGREEMENT CITY ATTORNEY

This Agreement is entered into by and between the City of Gig Harbor, hereinafter referred to as the "City" and Carol A. Morris, of the Law Office of Carol A. Morris, P.C., hereinafter referred to as the "City Attorney."

WHEREAS, the parties desire to define the services to be provided by the City Attorney, and the costs associated therewith; Now, Therefore,

The parties hereto agree as follows:

Terms.

Section 1. Term. The term of this Agreement shall be from the date this Agreement is executed by both parties, until terminated by either party pursuant to the terms hereof. Either party may terminate this Agreement with or without cause, by providing sixty (60) days written notice to the other party.

Section 2. Duties.

A. The City Attorney shall be principally responsible for performing all legal work for the City, except as set forth in subsection 2(B) herein. The following list of duties is illustrative of the services to be performed by the City Attorney, but is not necessarily inclusive of all duties:

1. The City Attorney shall provide services on City Hall premises at a minimum of two days per week (currently Monday and Tuesday). These days may be rescheduled by the City Attorney with the approval of the City Administrator. Other appointments may be scheduled as required or requested by the City. Other basic services shall be provided by the City Attorney at her law office in Seabeck, Washington.

2. Draft City ordinances, contracts, resolutions, interlocal agreements, correspondence and other legal documents as requested by the City;

3. Represent the City in lawsuits and other contested proceedings commenced by the City;

4. Represent the City in lawsuits and other contested proceedings in which the City is named as a defendant;

5. Approve all legal documents as to proper form and content;
6. Advise the Mayor, Councilmembers, staff members, committee members, commission members and board members with regard to legal matters relating to their respective duties being performed for the City;
7. Consult with and advise the Mayor, Councilmembers, department heads and staff if requested by a department head or the Mayor, by telephone, in person and/or by written memo, on routine City business;
8. Be available on an as-needed basis to discuss legal matters with citizens, which affect the City and respond to citizen inquiries in person, in writing or by telephone involving City business;
9. Attend all Council meetings and work sessions, unless excused therefrom by the Mayor or Administrator;
10. Attend board meetings, commission meetings, committee meetings or any other type of meeting on an as-needed basis, including meetings with other governmental agencies as necessary on matters involving the City; and
11. Such other duties as are necessary and appropriate in order to provide the City with legal representation.

B. The City Attorney's duties shall not include the following:

1. Providing public defense services for indigent defendants;
2. Providing criminal prosecution services;
3. Providing legal services associated with union negotiations, personnel or employment matters, disciplinary proceedings;
4. Representing the City in any legal matter where the City Attorney is prohibited from doing so as a result of a conflict of interest under the Rules for Professional Conduct or other applicable law or regulation;
5. Providing legal services where the City has insurance coverage that provides for legal services to the City, the City has tendered the defense of the lawsuit to the insurance carrier, and the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney. Provided, however, that if the insurance carrier has assigned the lawsuit to an attorney other than the City Attorney, the City Attorney shall monitor the lawsuit on behalf of the City. The City acknowledges that the insurance carrier may retain the City Attorney to provide legal services.

Section 3. Compensation.

A. The rates charged by the City Attorney and the Law Office of Carol A. Morris, P.C. for the legal services described in this Agreement are:

<u>Title</u>	<u>Rate</u>
President/Carol Morris	\$ 170.00/hr
Partners	\$ 170.00/hr
Associates	\$ 130.00/hr
Law Clerks/Paralegals	\$ 100.00/hr

These rates are effective for one year, and are subject to renegotiation yearly.

B. Development Proposals. On all projects for which the City will seek compensation from a development proponent for the City's costs, the City Attorney and the law firm shall charge their regular hourly rates. The types of projects that would be included in this category are: LID's, ULID's, annexations not initiated by the City, development agreements, latecomer's agreements, and all other projects for which the City is entitled to receive reimbursement from another source.

C. Reimbursable Costs. The City Attorney shall be reimbursed for costs and advances for such items such as legal messenger services, court filing fees and other similar expense items. The City will be billed for travel time for meetings held off the City Hall premises, travel to court, travel to City Hall for two days per week and any other scheduled appointments at City Hall, and to regular City Council meetings.

Section 3. Equipment and Other Resources. The City Attorney shall provide her own cell phone, unlimited access to on-line computer legal research services, long distance telephone, cell phone service, mileage, etc.

Section 4. Entire Agreement. This Agreement incorporates the entire agreement between the parties with regard to the legal work to be performed on behalf of the City, and the rates to be charged therefore.

Section 5. Professional Liability Insurance. The City Attorney will maintain professional liability insurance throughout the duration of this Agreement in the minimum amount of \$1,000,000.00.

Section 6. Independent Contractor. The City Attorney is an independent contractor with respect to the services to be provided under this Agreement. The City shall not be liable for, nor obligation to pay to the City

Attorney or any of her employees, sick leave, vacation, pay, overtime or any other benefit applicable to employees of the City, nor to pay or deduct any social security, income tax, or other tax from the payments made to the City Attorney which may arise as an incident of the City Attorney performing services for the City. The City shall not be obligated to pay industrial insurance for the services rendered by the City Attorney.

Section 7. Ownership of Work Product. All data, materials, reports, memoranda, and other documents developed by the City under this Agreement specifically for the City are the property of the City and shall be forwarded to the City upon request. The City may use such documentation as the City deems fit. The City agrees that if such data, materials, reports, memoranda and other documents prepared by the City Attorney are used for purposes other than those intended in this Agreement, that the City does so at its sole risk.

Section 8. Hold Harmless. The City Attorney and the Law Office of Carol A. Morris, P.C. agrees to indemnify, hold harmless and defend the City, its elected and appointed officials, employees and agents from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City Attorney. The City agrees to indemnify, hold harmless, and defend the City Attorney and the Law Office of Carol A. Morris, P.C. from and against any and all claims, judgments or awards of damages, arising out of or resulting from the acts, errors or omissions of the City, its elected and appointed officials, employees and agents.

Section 9. Rules of Professional Conduct. All services provided by the City Attorney and the Law Office of Carol A. Morris, P.C. under this Agreement will be performed in accordance with the Rules of Professional Conduct for attorneys established by the Washington Supreme Court.

Section 10. Subcontracting or Assignment. The City Attorney may not assign or subcontract any portion of the services to be provided under this Agreement without the express written consent of the City.

Dated this ___ day of _____, 2006.

CITY OF GIG HARBOR

By _____
Mayor Charles L. Hunter

ATTEST/AUTHENTICATED:

By _____

City Clerk Molly Towslee

APPROVED AS TO FORM:

By _____

LAW OFFICE OF CAROL A. MORRIS, P.C.

By _____
Carol A. Morris



MARKETING OFFICE

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: LAUREEN LUND, MARKETING DIRECTOR
**SUBJECT: STAFF REPORT – TACOMA NARROWS BRIDGE GRAND
OPENING, APRIL 2007**
DATE: May 1, 2006

INFORMATION/BACKGROUND

The State of Washington Department of Transportation and Department of Community Trade and Economic Development is working on a plan for the grand opening celebration of the Tacoma Narrows Bridge in early summer 2007. City of Gig Harbor Marketing Director Laureen Lund has attended the meetings for the development of this event. Mayor Chuck Hunter will be receiving an invitation to serve on the steering committee for this event by the end of May, along with other local leaders from the county and Tacoma.

The committee that DOT/CTED has put together includes representatives from the Gig Harbor Peninsula Historical Society, the Peninsula Gateway, Peninsula Light, MultiCare, and the Gig Harbor Peninsula Area Chamber of Commerce, in addition to many other regional groups and organizations.

Current plans include:

- Creation of an "official" seal to commemorate the event
- Creation of a bridge website to provide information to visitors and media
- Media contact for editorial during early 2007 in national and local publications
- Day of event to include the following activities
 - Bridge Run organized by MultiCare

- Dedication Ceremony, ribbon cutting to include local dignitaries from both sides of the bridge – may include a march to “meet in the middle”
- Bridge “Open House” for the public to walk on the bridge, listen to music, etc.
- Procession of Cars

The Washington State Department of Transportation has set aside minimal funds for this event. Additional monies will come from private donations. All money for the event will be handled through the Greater Tacoma Community Foundation. The Department of Transportation’s anticipated budget for the one day event is approximately \$200K.

The City of Gig Harbor Marketing Department objective for the event is to use the event and the months following the event as an opportunity to generate dollars for our local businesses from people who are interested in seeing the bridge during its first few inaugural months.

To achieve this objective the Marketing Office will:

- Promote Gig Harbor as a destination for both overnight and day trips from Spring – Fall 2007. Marketing already promotes Gig Harbor in this way, but we will use the bridge as an additional opportunity to encourage visits.
- Marketing will ask local event organizers to add a bridge “theme” to their existing events in 2007 rather than create any new events.
- Marketing will work with the Gig Harbor Peninsula Historical Society and “history of the bridge” exhibit to be held at the Civic Center (the museum will be closed during this time). Possible outdoor small display as well at Skansie Brothers Park during 2007.
- Marketing will work with the Peninsula Art League on a bridge photography exhibit at the Civic Center.
- Marketing will link the bridge website to the new tourism website, will include bridge information in our annual visitor guide and monthly/quarterly newsletters, and will include bridge information in our other marketing/promotion collateral materials produced annually.

RECOMMENDATION

We believe that Marketing can use the first six months of the bridge opening to create awareness about Gig Harbor as a destination, providing economic impact for all of our businesses, not just our hotels. Business owners feel that businesses have paid dearly during the construction and that this is a small way to reap some limited benefit.

Staff recommends that the Mayor and City Council provide any ideas, suggestions and input to the Marketing Director to use in developing a community response to State planning, so that our city is well represented during this once-in-a-lifetime event.



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS
SUBJECT: STAFF REPORT - ANNUAL WATER CAPACITY AVAILABILITY
REPORT
DATE: MAY 8, 2006

ISSUES/FISCAL IMPACT

The Water Concurrency Ordinance #907 calls for an annual Water Capacity Report evaluating reserved and available ERU's (Equivalent Residential Units).

On January 1, 2005, the City had a balance of 799,214 gallons per day (gpd) or 2,545 ERU's available. At the end of 2005, we had issued 88,974 gpd or 283 ERU's for the year, leaving the City with a balance of 710,240 gpd or 2,261 ERU's.

In 2005, City wells pumped the following:

Well #2 – 42,725,750 gallons
Well #3 – 111,309,874 gallons
Well #4 – 19,322,980 gallons
Well #5 – 71,826,700 gallons
Well #6 – 39,261,772 gallons
Well #8 – 5,138,760 gallons
Grand Total of 289,585,836 gallons.

In 2005, we were 448,414,584 gallons under our total permitted capacity of 738,000,420.



POLICE

TO: MAYOR CHUCK HUNTER AND CITY COUNCIL
FROM: CHIEF OF POLICE MIKE DAVIS
SUBJECT: GHPD MONTHLY REPORT FOR APRIL 2006
DATE: MAY 8, 2006

DEPARTMENTAL ACTIVITIES

Calls for service in April of 2006 increased by three compared to April of 2005 (2005/431, 2006/434). April 2006 saw a decrease of seven reports written compared to April 2005 (2005/147, 2006/140). DUI arrests in April 2006 are down by eleven when compared to April 2005 (2005/14, 2006/3) and infractions in April 2006 were down by 40 when compared to April 2005 (2005/118, 2006/78). Statistics show our April 2006 traffic accidents increased by eight when compared to April 2005 (2005/9, 2006/17). Misdemeanor arrests in April 2006 were down by eight (2005/31, 2006/23) and our felony arrests were down by five (2005/16, 2006/11). Year to date (YTD) comparisons between 2005 and 2006 show decreases in all activity levels except calls for service, criminal traffic citations, criminal citations and reports written.

Category	April 2006					
	April 2005	April 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	431	434	3	1552	1597	45
General Reports	147	140	-7	559	610	51
Criminal Traffic	17	7	-10	37	44	7
Infractions	118	78	-40	352	338	-14
Criminal Citations	0	10	10	0	25	25
Warrant Arrests	8	9	1	36	32	-4
Traffic Reports	9	17	8	61	56	-5
DUI Arrests	14	3	-11	28	18	-10
Misdemeanor Arrests	31	23	-8	128	124	-4
Felony Arrests	16	11	-5	42	38	-4
FIR's	2	0	-2	8	3	-5

Attached you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2006 (remember some of the graphs contain cumulative numbers).

The Reserve Unit supplied 81 hours of volunteer time assisting our officers in April. Our newest reserve, Jeff Shepard, is scheduled to graduate from the Reserve Academy on May 13th.

The COPS (Citizens on Patrol) Volunteer Ken McCray provided 40 hours of volunteer time in April (195.3 hours for the year).

The Marine Services Unit was inactive during the month of April other than scheduled training. The unit will activate on Memorial Day weekend and operate throughout the coming summer months.

TRAFFIC ACCIDENT LOCATION REPORT FOR APRIL 2006

LEGEND:

P-LOT- PARKING LOT H&R- HIT & RUN
 NON - NON INJURY INJ- INJURY
 RED/CYC- PEDESTRIAN/CYCLIST R/A- ROUNDABOUT

TRAFFIC ACCIDENTS IN APRIL 2006				
DATE	LOCATION	TYPE	CASE#	AGE
4/3/2006	5120 Borgan Blvd.	H&R	GH060432	46
4/3/2006	3008 Magnolia Ln	NON	GH060430	24
4/3/2006	5101 Rosedale St.	H&R	GH060428	16
4/6/2006	Pt. Fosdick Dr. & Olympic Dr.	NON	GH060443	17
4/12/2006	Vernhardson St. & Wheeler Ave.	NON	GH060461	81
4/15/2006	Pt. Fosdick & Olympic Dr.	NON	GH060476	53
4/17/2006	Olympic Dr & Pt. Fosdick Dr.	NON	GH060482	45
4/17/2006	5500 Olympic Dr.	NON	GH060483	54
4/14/2006	4309 Burnham Dr.	H&R	GH060485	49
4/22/2006	9900 Peacock Hill	INJ	GH060498	19
4/24/2006	Kimball Dr. & Erickson St.	INJ	GH060504	78
4/28/2006	Wollochet & Hunt	NON	GH060523	62
4/28/2006	5190 Borgen Blvd.	NON	GH060525	
4/28/2006	11330 51st Ave.	INJ	GH060526	
4/28/2006	9911 Burnham Dr.	NON	GH060529	
4/29/2006	5100 Olympic Dr.	NON	GH060531	37
4/30/2006	7101 Pioneer Way	INJ	GH060532	59

Some of the more interesting calls for the month of April 2006 included:

- April 3rd: a 16-year-old female was arrested for a Hit & Run to an unattended vehicle after she struck a vehicle in the parking lot of the Gig Harbor High School and attempted to flee the scene. The female was driving without a driver's license and had taken her fathers pickup truck without permission. The female

was released to her father and the case was sent to Remann Hall for charges.
Case # 060428

- April 3rd: Officers were dispatched to an injury accident involving damage to city and private property. Upon arriving in the area, officers discovered damage to a power pole, street sign and the front landscaping of a private residence. The suspect vehicle suffered heavy damage and had attempted to flee the scene. The 24-year-old male driver was very incoherent and appeared to be under the influence of drugs. The driver was placed under arrest for DUI and a blood draw was taken at the scene by medical personnel. He was then transported to the hospital for a possible overdose. During the investigation of the accident, Officer Garcia learned that the same subject was growing marijuana at his grandmother's residence. Officer Garcia received permission from the grandmother to search the rear shed of her residence. A small marijuana plant and grow equipment were recovered in the shed. The drug manufacturing portion of the case was sent to Superior Court for charging. Cases # 060430 & 060431
- April 4th: Officer Dahm was dispatched to a local fast food restaurant to check on a possible wanted subject loitering in the parking lot. While checking the possible wanted subject, Officer Dahm began talking to a 16-year-old male subject that was also at that location. The 16-year-old had bulges in his pants pocket, and when Officer Dahm asked him what he had in his pockets, the 16-year-old pulled out a small bag of marijuana. The subject was placed under arrest for possession of a controlled substance and released to his parent. Case # 060437
- April 5th: Sgt. Dougil was dispatched to the parking lot of a local department store on a possible domestic violence situation. Upon arrival, witnesses informed Sgt. Dougil that they saw a 23-year-old male punching his 20-year-old girlfriend while the two argued in a vehicle. Both subjects denied that an assault took place, however Sgt. Dougil believed that the assault occurred based on the witness statements. The male subject was taken into custody and booked on DV assault charges. Case # 060440
- April 6th: Sgt. Dougil and Officer Chapman were dispatched to the downtown area to check for a drunk, disorderly and unwanted customer. The officers located the 50-year-old male who was cursing at pedestrians. The officers tried to calm the agitated subject; however, he became more belligerent and decided to spit on Sgt. Dougil. When the officers informed the subject that he was under arrest, he resisted and continued to spit at them. After several warnings to calm down, Officer Chapman applied his Tazer gun to the subject and he was taken into custody without injury. The subject was then provided transportation to the hospital by medical personnel for a mental evaluation. Case # 060444

Other reported incidents during the first week of April Included:

- 2 Non Injury Accidents
 - 4 Vehicle Prowls
- April 11th: While checking out a suspicious occupied vehicle in the parking lot of a local building supplies store, Officer Busey discovered that the vehicle was owned by a 46-year-old female that was wanted on an active warrant from Kitsap County. Officer Busey made contact with the occupants and confirmed that the female was in the vehicle. The female was taken into custody and transported to the Kitsap County Jail. Case # 060458
 - April 11th: Later the same day, Officer Busey recognized a vehicle being operated by a male with a suspended driver's license. Upon stopping the vehicle, the 45-year-old male driver was taken into custody. While searching the vehicle incident to arrest, a small baggie of methamphetamine was discovered. The male was booked into jail on the suspended driver's license and possession of a controlled substance. Case # 060459
 - April 14th: Officer Jahn was dispatched to a wooded area near the city garage on found property. Upon arrival, he discovered four doors, a hood, truck lid and mirrors from a 2002 Pontiac Grand Prix. After checking the vehicle identification numbers (VIN) on the doors, he discovered that the parts were from a stolen vehicle out of Puyallup, Washington. The parts were transported to GHPD and are being held for the owner. Case # 060472
 - April 14th: While working with the Bellevue PD Crime Task Force, Detective Douglas was able to identify a 24-year-old male who was a suspect in several local theft and vehicle prowl cases. Bellevue PD located and arrested the subject on our probable cause and booked him into the Pierce County Jail on charges of second degree theft, possessing stolen property and forgery. Nice team work between the two agencies! Case # 051321
 - April 14th: While on patrol, Officer Allen was flagged down by a motorist at a local gas station. The motorist pointed out a vehicle with a possible drunk driver. Officer Allen watched the driver exit his vehicle and stagger towards the gas pumps. Officer Allen then contacted the 52-year-old male driver. The driver was so intoxicated that he thought Officer Allen was a gas station employee. Officer Allen explained that he was with the police department and asked the driver to perform a series of field sobriety tests. Needless to say, the driver failed the sobriety tests and was arrested for DUI. He later blew a .153 & .160 on the BAC machine. Case # 060469
 - April 15th: While on patrol, Sgt. Emmett checked out a 38-year-old male sleeping in his vehicle behind a local grocery store. A check of the male revealed two active arrest warrants, one from Kitsap County and one from King County. The

male was taken into custody and booked into the Kitsap County Jail on the Kitsap warrant. Case # 060478

Other reported incidents during the second week of April included:

- 2 Non Injury Accidents
 - 1 Hit & Run Accident
 - 4 Vehicle Prowls
 - 1 Stolen Auto
 - 3 Driving While Suspended 3rd Degree
-
- April 18th: A 49-year-old male was arrested for Hit & Run to an unattended vehicle. The suspect was driving his company truck and leaving a local tavern when he struck a parked automobile and fled the scene. The suspect did not realize that several people were standing in the lot at the time of the collision and saw the name of the company painted on the side of the truck. The owner of the company tracked down the employee and told him to contact the police. The employee was cited and released. Case # 060485
 - April 18th: While working radar, Officer Dahm stopped a vehicle for speeding. Upon checking the 23-year-old female driver, it was discovered that her driver's license was suspended. The female was taken into custody, and a search of her vehicle incident to arrest, produced 3.2 grams of marijuana and a marijuana pipe. The female was cited and released and provided a courtesy ride home. Case # 060488
 - April 18th: Officers were dispatched to a theft involving two females; a current wife and the ex-wife. The current wife and ex-wife ran into each other at a local dentist office. A confrontation ensued and the ex-wife grabbed the current wife's cell phone. The ex-wife refused to give the phone back until the police arrived and took it from her. The case has been forwarded to the prosecutor for possible theft charges. Case # 060486
 - April 20th: While investigating a fraud complaint at a local building supply store, Officer Cabacungan recognized the suspect vehicle in the parking lot. Officer Cabacungan notified Sgt. Dougil, and Sgt. Dougil subsequently stopped the vehicle (a large rental truck) as it was attempting to leave the lot. The investigation revealed that the five suspects selected over \$13,000 worth of merchandise to purchase. All of the suspects left the store except for one. That remaining suspect attempted to pay for the merchandise using a credit account acquired with stolen identification. The store manager detected that the identification was stolen and the suspect attempted to flee with the other suspects when caught by Sgt. Dougil. During a search of the vehicle, numerous other ID's and credit applications were recovered. The suspects were a 25-year-old female, a 32-year-old female, a 35-year-old male, a 39-year-old male and a 63-year-old male. All of the suspects had criminal histories, including prison

time. All of the suspects were booked into the Pierce County Jail on multiple charges. Case # 060493 & 060494 (Great job by Officer Cabacungan and Sgt. Dougil)

- April 21st: Chief Davis was dispatched to a local department store to check out two male subjects carrying knives under their trench coats. Upon contacting the two adult males, Chief Davis located five knives including a machete (Japanese “tonto”) and two daggers. The two males said that they were members of a “Medieval Troop” and were wearing their costumes. The knives were seized for destruction and the males were released. Case # 060497
- April 22nd: Officers were dispatched to a one-car roll over accident. Upon arriving, officers located the 19-year-old male driver sitting next to his up side down vehicle. The male had sustained head and leg injuries and was obviously under the influence of alcohol and/or drugs. Prior to being transported to the hospital, the male was asked to provide a blood draw per the Implied Consent warnings. The male refused the blood draw and was transported to the hospital. During a search of the vehicle, a marijuana pipe and a small amount of marijuana were found. The case has been referred to the prosecutor for DUI charges. Case # 060498

Other reported incidents during the third week of April included:

- 3 Non Injury Accidents
 - 2 Hit & Run Accidents
 - 3 Vehicle Prowls
 - 1 Burglary
 - 1 Stolen Auto
- April 23rd: Two inflatable boats were stolen from two area marinas within a 24-hour period. Both boats had small outboard engines attached. One of the boats was later recovered at the Gig Harbor boat ramp missing the motor. There are no suspects in the two cases. Cases # 060499 & # 060500
 - April 23rd: A local resident reported that someone entered his unlocked vehicle while it was parked in his driveway over night. The suspect also opened the victim’s garage door with the garage door opener from inside the vehicle and entered his second vehicle which was parked in the attached garage. Several items were stolen from both vehicles. Entry was not made to the victim’s house. Case # 060501
 - April 23rd: a 16-year-old female student was arrested at Gig Harbor High School for possessing a small amount of marijuana and a marijuana pipe. The student told Sgt. Dougil and school officials that the marijuana and pipe belonged to a friend in Tacoma and she had forgotten to return them. The case has been forwarded to Remann Hall for charges. Case # 060505

- April 24th: GHPD arrested a 25-year-old female on April 20th for theft and fraud. The female was booked into the Pierce County Jail on several charges. After her release from jail, the female returned to GHPD to pickup some of her property. A check on one of the several names used by the subject showed a felony warrant for theft out of Snohomish County. The female was taken into custody again and booked into the Pierce County Jail for the warrant. Case # 060508
- April 25th: A 20-year-old male was badly beaten by four male subjects ranging in ages from 16 – 22. The beating was retribution for the victim stealing a car from a friend of the suspects. The victim was transported to the hospital with several lacerations and bruises over most of his body and a possible concussion. The assault and the vehicle theft are currently under investigation. Update: all suspects in the assault were located and the main assailant was arrested and booked into jail. Case # 060512
- April 27th: Over a week period, several counterfeit \$20.00 bills were passed at a local fast food restaurant. The last bill was passed by a female in her early twenties who provided the name “Kim” and her phone number. Upon investigating the incident, the phone number turned out to be a false number. The case is still under investigation. Cases # 060515 & 060518
- April 28th: While doing a bar check at a local tavern, Sgt Dougil discovered that a 26-year-old male had just been hit over the head with a beer bottle. With the assistance of Officer Allen, the officers attempted to take the 23-year-old male suspect into custody. Friends of the suspect began to make hand gestures towards the victim indicating that they had a gun and would shoot him. Other friends tried to interfere with the arrest process and block the officer’s path to the suspect. With the help of the Pierce County Sheriffs Department, the three subjects were taken into custody along with the assault suspect. All of the subjects were in their early twenties and were later booked into the Pierce County Jail on various charges. Case # 060522
- April 28th: Officer Jahn was dispatched to a non-injury accident. Upon arriving, Officer Jahn learned that the collision occurred during a road rage incident in which a 62-year-old male deliberately smashed into the rear end of another vehicle because he thought the other vehicle had pulled out in front of him. The 62-year-old suspect then threatened a witness that had stopped to assist. No injuries were reported and the suspect was taken into custody and booked into the Pierce County Jail on charges of Assault 1st degree. Case # 060523
- April 28th: Officer Allen responded to the scene of a burglary at a local fast food restaurant. Upon arrival, he discovered that the front door window had been smashed out. It was discovered that the inside ATM machine was missing. The manager advised that the company has had a rash of burglaries involving the

theft of the ATM machines in which the customer's credit card information is stolen and then later used in identity theft crimes. Case # 060530

- April 30th: A service station attendant was struck by a customer's car as it backed into him. The 52-year-old male attendant was on his knees behind the vehicle checking the tank levels when the vehicle backed up and struck him. The female customer reported that she checked her mirrors prior to backing and did not see the attendant. The attendant suffered abrasions to both knees and complained of a sore neck. He was transported to a local hospital by the PCFD #5. Case # 060532
- April 30th: A citizen reported that he parked his 1991 Mercury station wagon on a city street and returned to it a short time later. Upon returning, the vehicle was missing. There are no suspects in the theft. Case # 060533

Other reported incidents during the fourth week of April included:

- 3 Non Injury Accidents
- 2 Hit & Run Accidents
- 2 Vehicle Prowls

TRAVEL / TRAINING:

- Officers Chapman and Dahm completed the 40-hour Basic Marine Law Enforcement Training in Kennewick WA. This is the state training necessary to be certified as a Marine Enforcement Officer.
- Officers Busey, Welch, Dahm, Detective Douglas and CSO Mock completed NIMS 700 training on April 6th. This is the mandatory training in incident command necessary to qualify for federal grant money.
- Our COPS volunteer, Ken McCray graduated from PCSD Community Academy and is very interested in helping us create our academy scheduled to begin in October.
- CSO Mock attended Crime Prevention training in Yakima during the week of May 1st through May 5th.
- All officers participated in Emergency Vehicle Operator Course training (EVOC) at the Bremerton Raceway. The training was hosted by the Westsound Regional EVOC, which is a multi-agency training consortium. Officer Garcia assisted Westsound as the GHPD EVOC instructor.
- PSS Marline McClane attended LEIRA training in Spokane on April 18th through the 21st.

SPECIAL PROJECTS:

The sergeant's assessment center was conducted on Friday April 21st. This was an all-day testing process designed to select our next sergeant in July. We currently have established a Civil Service promotional list. Officer Kelly Busey finished number one on the exam and will be in position to be promoted to sergeant on July 1.

The Westsound Narcotics Enforcement Team (WestNET) met on April 28th to discuss our recent request to become a member agency with the Task Force. Through a unanimous vote of the policy board we have been officially invited to join. Our next task is to get an interlocal agreement signed between the City of Gig Harbor and the drug unit.

We received a \$2,500.00 grant the Washington Traffic Safety Commission to fund overtime for this year's "Click it or Ticket" campaign. The grant money should allow our officers to work an addition 50 hours enforcing safety belt usage. Our initial survey shows that Gig Harbor has an 83% compliance rate with seat-belt usage.

Backgrounds are complete on two entry-level candidates. We are preparing to bring them on-board within the next two weeks.

Katrina Short has completed her Senior Project which entailed organizing all the historical memorabilia associated with our department. Katrina put in over 80 hours of work on this project and did a fantastic job. In addition, she organized Chief Davis' file system creating an electronic filing system very effective in locating important documents.

Robbie Emmett also completed his Senior Project assisting Officer Busey in reinstating the Explorer's program.

Paul Frederick, who is a local businessman, contributed a new video camera, tripod VCR and color TV to our department to be used in taping investigative interviews.

PUBLIC CONCERNS:

The derelict boat at the City dock was auctioned off for \$1,250.00. This should cover the costs of processing the abandoned vessel.

Traffic concerns on Stinson Avenue have been addressed with additional traffic emphasis patrols when possible. We received complaints that vehicles were speeding up the hill, especially during the morning commute hours. In addition to our enforcement activities, COPS volunteer Ken McCray has been deploying the speed trailer in the area.

We had 7 false alarms in the month of April (which is substantially lower than normal). We have had 77 false alarms YTD 2006 and no legitimate alarms. Our False Alarm

Compliance program continues to decrease our false alarms allowing our officers to attend to more serious and pressing issues.

FIELD CONTACTS:

Staff made the following contacts in the community during April:

- CSO Mock continues to work on collating vehicle prowls stats with PCSD. They have gone down a bit since last month.
- Chief Davis met with the DV Coordinated Response Team on April 12th.
- Chief Davis met with Michael Stebor to discuss traffic concerns on Stinson.
- Chief Davis attended the Tacoma/Pierce County DUI task Force meeting on April 19th.
- Chief Davis attended the Pierce County Chief's meeting on April 20th. GHPD hosted the meeting at Madrona Links Golf Course.
- Chief Davis attended the Cooperative Cities meeting in Fife on April 25th and the Mayor's reception at City Hall later that evening.
- Ashley Moore (Senior Project student) and CSO Mock presented an internet safety class to 200 Kopachuck Middle School students on Tuesday April 25th. They had another presentation on April 26th to 40 eighth grade Lighthouse Christian students. Both groups responded well to having a "Senior" teach the class. Many questions were asked and a few of the students wanted to delete their MYSPACE accounts on the spot. They may have this option available to students at the next presentation on May 10th.
- CSO Mock conducted a meth presentation to a group of senior citizens here at City Hall. They were all shocked and had many questions. They stated they wanted to come back for another "educational field trip."
- CSO Mock met with Leah Frazier from the National Child Safety Council to see if they were interested in helping us the National Night Out (NNO). They have agreed be present with a booth on internet safety at the August event.
- CSO Mock assisted the Reserve Academy with mock scenes as an actor.
- CSO Mock assisted Officer Busey with the Explorers giving them a tour of the Pierce County Jail.
- CSO Mock met with the Crime Analysis group. Officer stats by computer-aided dispatch (CAD) should be ready to go soon.

- Officer Allen participated in the funeral procession as an escort motor for Port Orchard Police Commander Mark Duncan's wife on April 15th. This funeral was also attended by Chief Davis and Officer Cabacungan.

