

**AMENDED AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
January 09, 2006 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARING:** — Request for Public Alley Vacation.

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of December 12, 2005.
2. Correspondence / Proclamations: Letter from Councilmember Paul Kadzik.
3. Wastewater Treatment Plant Upgrades – Consultant Services Contract for Design Services.
4. Amendment to Utility Extension Capacity Agreement – Request for Additional Residential Service Connection – Canterwood Development Company.
5. Stormwater Facilities Maintenance Agreement and Restrictive Covenant – Puget Sound Energy Liquid Natural Gas Facility.
6. Lobbyist Contract.
7. Liquor License Renewals: Cigar Land; Gig Harbor Chevron, Gourmet Essentials, Harbor Arco AM/PM Minimart, and Harbor Inn Restaurant.
8. Payment of Bills for December 27, 2005.  
Checks #48980 through #49127 in the amount of \$405,720.03.
9. Payment of Bills for January 9, 2006.  
Checks #49128 through #49238 in the amount of \$592,871.07.
10. Approval of payroll for the month of December.  
Checks #4066 through #4104 and direct deposit entries in the amount of \$258,135.76.  
Note: Payroll check #4103 replaces lost payroll check #3754 dated May 2, 2005 and payroll check #4104 replaces lost payroll check #3759 dated May 2, 2005.

**OLD BUSINESS:**

1. Appointment to the Planning Commission.
2. Appointments to the Design Review Board.

**NEW BUSINESS:**

1. ~~First Reading of Ordinance — Request for Public Alley Vacation.~~
1. First Reading of Ordinance – Rainbow Burnham Annexation.
2. First Reading of Ordinance – Relating to Extensions of Water and Sewer Service, Amending Gig Harbor Municipal Code Section 13.34.070.
3. Eddon Boat Historic Nomination as a Historic Structure.

**PUBLIC COMMENT:**

**STAFF REPORTS:** GHPD December Statistics.

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

GHN Traffic Committee – Jan. 18th at 9:30 a.m. Gig Harbor Civic Center.

**EXECUTIVE SESSION:** For the purpose of discussing property acquisition per RCW 42.30.110(1)(b) and pending litigation per RCW 42.30.110(1)(i).

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF DECEMBER 12, 2005**

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

**CALL TO ORDER:** 7:05 p.m.

**SPECIAL PRESENTATION:** Dick Bower, Building Official/Fire Marshal was presented the Environmental Excellence Award by Mr. Manning of the Department of Ecology for his handling of the Gig Harbor Marina Fire on August 31, 2005. Mr. Manning considered Mr. Bower's response to be "text book perfection" due in part to being prepared by having the boom and training in place 3-months before the fire. Mr. Manning identified the City of Gig Harbor as a leading example for other jurisdictions. If not for the local boom, it would have taken over two hours to receive assistance and instead it was contained to a very small area. Mr. Bower was also honored by the Department of Homeland Security and the U.S. Coastguard who presented him with a public service commendation.

### **SWEARING IN CEREMONIES:**

Mayor Gretchen Wilbert officiated and swore in the oaths of office for:

Mayor Chuck Hunter	Councilmember Steven Ekberg
Councilmember Derek Young	Councilmember Tim Payne
Councilmember Paul Kadzik	Judge Michael Dunn

**HEALTHY YOUTH AWARENESS DAY:** Mayor Wilbert read the proclamation and introduced Beth Losey and George La Masurier, editor of the Peninsula Gateway. Mr. La Masurier spoke of the benefits of this foundation that will fund youth leadership projects for healthy lifestyle choices in order to help change the mindset of young people. Some of the programs include organized runs, campaigns, and foods served in the school cafeterias.

### **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 November 28, 2005.
2. Correspondence / Proclamations: a) Youth Health Awareness Day; b) Letter from the Department of Archaeology & Historic Preservation; c) Letter from DCTED; d) Letter from Sierra Bucher.
3. Assigned Counsel Agreement – 2006.
4. Renewal of Interlocal Agreement – Fire Investigation Agreement with Pierce County.
5. Eddon Boat Net Shed Re-Roofing Contract Authorization.
6. Resolution 658 – Declaration of Surplus Property.
7. Public Use of City Civic Center Facilities - Policy and Agreement.
8. 36<sup>th</sup> / Pt. Fosdick Intersection Improvement Project – Change Order No. 1.
9. City Shop Ventilation System – Contract Authorization.

10. Approval of Payment of Bills for December 12, 2005:  
Checks #48874 through #48979 in the amount of \$336,117.28.
11. Approval of Payroll for the month of November:  
Checks #4029 through #4065 and direct deposit entries in the amount of \$255,104.89.

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

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Hall Street Vacation. John Vodopich recommended approval of the ordinance and stated that the legal issues that arose at the last meeting had been addressed by the City Attorney and incorporated into the revised ordinance. The city will retain a 7 ½ foot easement necessary to maintain the utilities.

Councilmember Dick said that his questions had been addressed and thanked staff for taking the time to answer his questions.

Jane Koler – 5801 Soundview Drive. Ms. Koler stated that she was the attorney representing the petitioner and referenced the letter that she sent to Council, dated December 3, 2005, attempting to address the issues raised by Council at the Public Hearing on November 28, 2005. She was available to answer any questions if needed.

**MOTION:** Move to adopt Ordinance 1023 as presented.  
Ruffo / Conan – unanimously approved.

2. Second Reading of Ordinance – Increasing Monthly Water Rates. Dave Rodenbach recommended approval of this ordinance that would increase the monthly water rates by 5%. This increase was based on a study performed by Gray & Osborne in 2003. This increase is expected to generate an additional \$35,000, effective January 1, 2006.

**MOTION:** Move to adopt Ordinance 1024 as presented.  
Dick / Ruffo – unanimously approved.

3. Second Reading of Ordinance – Increasing Monthly Sewer Rates. Dave Rodenbach recommended approval of this ordinance that would increase the monthly sewer rates by 5% and is expected to generate an additional \$75,000, effective January 1, 2006.

Councilmember Franich stated that he is never in favor of raising the rates of the citizens however both of the proposed rate increases did come from the study performed in 2003 and the increases are small amounts. Councilmember Franich said

that after his discussions with City Administrator Hoppen, there may be one additional increase that was identified in the study. He spoke of the importance of having a plan that was balanced in order to keep both funds solvent.

**MOTION:** Move to adopt Ordinance 1025 as presented.  
Ruffo / Conan – unanimously approved.

### **NEW BUSINESS:**

1. Appointment to the Planning Commission. Mayor Wilbert explained that Marilyn Owel submitted her resignation and a notice was placed in the Peninsula Gateway Newspaper for interested applicants. Mayor Wilbert stated that she had received a letter from Mayor-elect Hunter requesting that the appointment to Planning Commission be delayed and readvertised since only two letters of interest had been received. Mayor Wilbert said that this was an option that the Council had and added that she had received letters of interest from two qualified people and her recommendation to fill this vacant position was Jeanne Derebey.

Councilmember Conan was in favor of readvertising and taking a little extra time since the appointment is a five-year commitment; however he thought that both people that applied were qualified.

**MOTION:** Move to table the appointment and readvertise the Planning Commission position until the first meeting in January 2006.  
Conan / Ekberg – unanimously approved.

Councilmember Ruffo commented that he thought it was appropriate for the new Mayor and Council to appoint this position because it is a long-term appointment although the two people who have applied are qualified.

2. Resolution for Public Hearing F.H. Adams Addition Alley Vacation Request – Willis/Ross Condominium Building. John Vodopich stated that this resolution was to set a public hearing date for January 9, 2006 at 7:00 p.m. for the requested vacation of a 15-ft. alleyway located behind 3010 Harborview Drive, also commonly known as the Willis Building.

**MOTION:** Move to adopt Resolution 659 as presented.  
Ruffo / Conan – unanimously approved.

### **STAFF REPORT:**

1. Jennifer Sitts, Senior Planner – Planning Commission Work Program. No verbal report presented.

Jennifer Kilmer, Director, Gig Harbor Peninsula Historical Society – 4218 Harborview Drive. Ms. Kilmer stated that GPHS had applied for a code amendment to create a height exception for museums which is necessary to house and exhibit the Shenandoah



on the proposed new property. She explained that they needed to move through the code amendment process in order to proceed with their general site planning and design review process as well as significant fundraising for the project. She requested Council to urge staff to make this code amendment a high priority for their consideration and evaluation.

Councilmember Young asked for a timeframe. Ms. Kilmer stated that they were hoping to move through this by January or February of 2006. She explained that from a fundraising perspective, obtaining a final decision on the code amendment is important for presenting an accurate vision to potential donors as well as keeping them on schedule for the site plan and design review process.

Councilmember Franich asked for clarification on the staff report and the prioritization of the work load presented. Mr. Vodopich explained that at the last meeting, Council requested a list of what was on the Planning Commission's docket. He said that staff had put together a first, second, and third tier priority list under which the Planning Commission would consider the applications that are currently in their queue. Mr. Vodopich further explained that staff is looking for either a modification or concurrence of the list as presented.

Councilmember Franich asked when the Planning Commission would begin their review of the projects on the second tier list, which contained the critical areas/wetlands update. Jennifer Sitts, Senior Planner replied that the second tier would be reviewed in May or June 2006 assuming that the Planning Commission is able to have one work session and then one public hearing and limit most of the projects to a total of two meetings, with the exception of the Comprehensive Plan Amendments.

Councilmember Young asked if some of the easier projects could be added to the first tier rather than being held back to the third tier. Ms. Sitts explained how the projects were grouped to help expedite the Planning Commission's review. Councilmember Young suggested swapping the Modifying Building Size Limitations in the RB-1 zone (tier one) with Combination of Nonconforming Lots (tier two). Councilmember Conan was in agreement with this change.

Councilmember Franich expressed that he would like to see the critical areas ordinance moved up to tier one but understood the reasoning to move up the

**MOTION:** Move to accept the staff's recommendation for the prioritization of the Planning Commission's work program with the exception of swapping the Modifying Building Size Limitations in the RB-1 zone with Combination of Nonconforming Lots.  
Young / Ruffo – five voted in favor. Councilmember Franich voted no.

2. Stephen Misiurak, City Engineer – Eddon Boat EPA Grant Applications. No verbal report presented.

3. Mike Davis, Chief of Police – GHPD November Statistics. No verbal report presented.

**PUBLIC COMMENT:**

Laurie Winkle – 6216 110<sup>th</sup> St Ct NW. Ms. Winkle, a local professional ice skating instructor, presented a PowerPoint presentation about the importance of having a positive outlet for young people. She presented some information about partnering the idea of an ice arena in Gig Harbor. She described ice skating as a great physical outlet that provided a great sense of community. Ms. Winkle presented photos of young people at Harbor Ridge Middle School enjoying a day of ice skating and spoke of an arena in McCall, Idaho that she hoped could be used as a prototype in Gig Harbor. She said that a suitable site for an arena would need approximately 3 ½ acres with 350-ft. of northern exposure. Ms. Winkle stated that she was committed to bringing this vision to Gig Harbor.

**COUNCIL COMMENTS / MAYOR’S REPORT: Moving Forward with Partnerships.**

Mayor Wilbert spoke about public/private partnerships. The Volunteer Center is now partnering with the Chamber of Commerce and Mayor Wilbert explained its functions and its benefits. Mayor Wilbert spoke of cultural diversity and the culture of communities. She talked about the student exchange program that Gig Harbor has developed with Japan and China. Mayor Wilbert encouraged families to host exchange students and learn about other cultures and discussed its great benefits.

Mayor Wilbert thanked the Council and presented Councilmember Ruffo with a commemorative plaque and thanked him for his dedication and six years of service on the City Council. Due to illness, John Picinich was not present to receive his plaque.

Councilmember Franich thanked Councilmember Ruffo for his service. He also thanked Mayor Wilbert for her excellent service to the City. The Councilmembers, staff and members of the audience gave Mayor Wilbert and Councilmember Ruffo a standing round of applause.

Councilmember Dick also thanked Councilmember Ruffo for sitting on the Council and said that he enjoyed and benefited from working with him. Councilmember Dick thanked Mayor Wilbert and stated that he would not have participated in the way that he has if it had not been for her suggestions, comments, and encouragement. He thanked the Mayor for her leadership and for being a great peacemaker. He wished her well and thanked her for her inspiration and for what she has brought to the city.

Mayor Wilbert spoke of the importance of an Emergency Preparedness Plan and encouraged everyone to work with Pierce County on a neighborhood by neighborhood level.

Councilmember Young said that Mayor Wilbert's accolades are well known and he didn't wish to add any further comments to what Councilmember Dick had already said about Mayor Wilbert's years of service because they were so well stated. He did want to add something about Councilmember Ruffo and said that over the years whatever labor negotiation or land use contract that the City had been involved with, Councilmember Ruffo has been the Council's representative in almost every case. He said that often times this service goes unnoticed and Councilmember Ruffo's experience has been indispensable to the Council. Councilmember Young thanked him for his expertise and service.

**MOTION:** Move to adjourn to executive session at 8:35 p.m. for approximately 30 minutes to discuss property acquisition per RCW 42.30.110(1)(b).  
Franich / Ekberg – unanimously approved.

**MOTION:** Move to return to regular session at 9:05 p.m.  
Franich / Young – unanimously approved.

**MOTION:** Move to authorize the Mayor to sign the Purchase and Sale Agreement for the acquisition of property for the development of the future Westside Park in the amount of \$250,000.00 subject to a Phase 1 Environmental Assessment and an appraisal.  
Ruffo / Conan –

Councilmember Franich stated that the net gain for spending this money is not justified. He stated that there are already existing amenities which include a soccer and baseball field under the existing property.

Councilmember Ekberg disagreed and stated that he thought it was in fact very justifiable because it has been in the city's Parks Plan and the money has been earmarked for acquisitions. Other Councilmembers agreed that the property will become more valuable due to the combined square footage.

Councilmember Dick said that the facts are that the people have already spoken regarding how much of a park and what kind of a park is needed in this area. This location has already been identified in the Parks Plan and was thought to be appropriate and necessary and has been part of the justification for putting money aside for acquisitions. Councilmember Dick said the purchase should move forward, the public has agreed and that is why it was put in the Plan and remained there so long. He further added that now that this site has become available, it is appropriate for the city to purchase it. He further stressed that unless there is some competing project that is so pivotal, we ought to do what we planned and purchase this park site.

Councilmember Franich asked if the exact location of this proposed park site on the Westside has been in the Plan for a number of years. The Council and City Administrator all replied in the affirmative. Councilmember Franich called for the question.

**RESTATED MOTION:** Move to authorize the Mayor to sign the Purchase and Sale Agreement for the acquisition of property for the development of the future Westside Park in the amount of \$250,000.00 subject to a Phase 1 Environmental Assessment and an appraisal. Ruffo / Conan – Five voted in favor. Councilmember Franich voted no.

The Mayor said that she would sign the Purchase and Sale Agreement with regret because she believes that the city has not spoken with the entire neighborhood and the commercial businesses.

Mark Hoppen said that before anything is designed, the city will talk with the neighborhood and local businesses about the nature of the neighborhood amenities in the park and hear their voice.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:30 p.m.  
Ekberg / Dick – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1-12.  
Disk #2 Tracks 1-13.

---

Gretchen A. Wilbert, Mayor

---

Maureen Whitaker, Assistant City Clerk

PAUL L KADZIK DDS

January 4, 2006

TO: Mayor Chuck Hunter and City Council Members  
City of Gig Harbor

Dear Mayor Hunter and Council Members:

I wish to apologize for my absence at the City Council meeting on January 9<sup>th</sup>. Early last year I volunteered with Northwest Medical Teams to serve on a pediatric dental mission in Honduras. As it turns out the mission will take place from the 7<sup>th</sup> through the 14<sup>th</sup> of this month.

Northwest Medical Teams is a non-profit humanitarian aid organization that works to provide medical and dental services to people in need throughout the world. I feel privileged to be able to work with them. Our team also consists of another local dentist, Jim Ribary, a portion of both of our staffs and two Honduran dentists. We expect to provide dental services to between 400 and 500 children in the city of Copan. We will do our best to represent Gig Harbor and relay the goodwill of the city

Sincerely,

Paul L. Kadzik, DDS



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: 2006 WASTEWATER TREATMENT PLANT UPGRADES**  
**DESIGN SERVICES - CONSULTANT SERVICES CONTRACT**  
**DATE: JANUARY 9, 2006**

**INTRODUCTION/BACKGROUND**

An identified Sewer Capital Objective in the 2006 budget provides for the replacement of the oversized blowers installed in 1984 with reduced horsepower motor/blower units to give more control of the air being sent to the aerobic digesters. In addition to the blower replacement, the blower aeration piping headers will be modified and new piping installed to further enhance operator control over the quantity of air being sent to and distributed within the aerobic digesters. Engineering services are required for the preparation of technical construction specifications and/or drawings.

Cosmopolitan Engineering Group was chosen as the most qualified to perform the necessary engineering services.

The Consultant Services Contract is the standard city form approved by the City Attorney.

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2006 Budget and is within the Sewer Capital allocation of \$245,000.00, Objective No. 5.

**RECOMMENDATION**

I recommend that the Council authorize the execution of the Consultant Services Contract with Cosmopolitan Engineering Group in the total amount not-to-exceed Three Thousand Four Hundred Seventy-Eight Dollars and Forty-one Cents (\$3,478.41).

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

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Cosmopolitan Engineering Group, a corporation organized under the laws of the State of Washington, located and doing business at 117 South 8<sup>th</sup> Street, Tacoma, Washington 98402 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the preparation of construction plans, specifications, and cost estimates for the upgrades to the City Wastewater Treatment Plant, and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated December 20, 2005, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed Three thousand Four hundred Seventy-Eight dollars and Forty-One cents (\$3,478.41) 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 – Fee Estimate**. 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 February 15, 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 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  
Jim D'Aboy, P.E.  
Cosmopolitan Engineering Group  
117 South 8<sup>th</sup> Street  
Tacoma, Washington 98402  
(253) 272-7220

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

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

**XVIII. Modification**

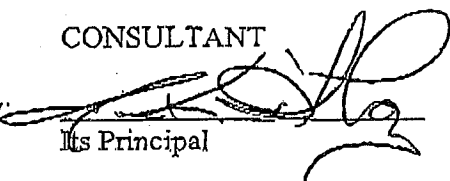
No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of the City and the Consultant.

**XIX. Entire Agreement**

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

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

CONSULTANT

By:   
Its Principal

CITY OF GIG HARBOR

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

Notices to be sent to:  
CONSULTANT  
Jim D'Aboy, P.E.  
Cosmopolitan Engineering Group  
117 South 8<sup>th</sup> Street  
Tacoma, Washington 98402  
(253) 272-7220

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

APPROVED AS TO FORM:

---

City Attorney

ATTEST:

---

City Clerk

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

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

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

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

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





# CITY OF GIG HARBOR

## EXHIBIT A – SCOPE OF SERVICES

*for the*

### WWTP PLANT UPGRADES 2006

---

Cosmopolitan Engineering Group (CEG) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for Revisions to the Contract Documents for WWTP Plant Upgrades 2006. The 2006 WWTP Plant Upgrades consist of the following:

*The existing oversized blowers installed in 1984 will be replaced with reduced horsepower motor/blower units to give the operator more control of the air being sent to the aerobic digesters. In addition to the blower replacement, the blower aeration piping headers will be modified and new piping installed to further enhance operator control over the quantity of air being sent to and distributed within the aerobic digesters. These modifications will contribute to the improvements necessary to continue to meet the Class B bio-solids requirements of the NPDES permit and Statewide General Permit for Biosolids Management for the next 20 years and reduce the reported odor problems at the WWTP.*

#### **TASK 1 – PROJECT MANAGEMENT**

For this project task, CEG will:

- Provide reports to the City on the status of the project either verbally or in written form every four weeks. Documenting key issues and decisions made for the project is included in this task. The update report will also identify tasks that must be performed by the Consultant and by the City for the upcoming two-week period to keep the project on schedule.
- Prepare and submit monthly invoices to the City and perform project administrative duties as required.

#### ***Task Deliverables:***

CEG will provide project updates to the City as requested, prepare and submit invoices, provide project management and oversight.

#### **TASK 2 – REVISIONS TO THE CONTRACT DOCUMENTS**

For this project task, CEG will:

- Revise the existing Contract Specifications to include only the Digester Improvements, removing the Distribution Box portion of the specifications.
- Add to the specifications that a site visit is mandatory.

***Task Deliverables:***

CEG will provide the revised specifications to the City for their incorporation into the City Standard sections (Division 0). CEG provided specification sections include Divisions 1- 17, as required for the project. The City will be responsible for any and all revisions to the Drawings for the project.

**SUBCONSULTANT SERVICES**

CEG will retain subconsultant services as necessary and authorized by the City. It is anticipated that the same subconsultant services will be needed for this project as were needed for the design portion of the project.

**REIMBURSABLES**

- Fees for reprographics, postage, and express mailing
- Mileage

**PROJECT COMPLETION**

CEG and Subconsultants will begin work on project after receipt of a written notice to proceed from the City. It is anticipated that the project will be completed per the construction contract specified dates.

**CITY OF GIG HARBOR**  
**EXHIBIT B – FEE ESTIMATE**  
*for the*  
**WWTP PLANT UPGRADES 2006**

Estimate of Services:

Consultant	Revised Specifications	Construction Administration	Total
H.R. Esvelt Engineering (HRE) <sup>(1)</sup>	\$960.00	\$ 0	\$ 960.00
Cosmopolitan Engineering Group (CEG) <sup>(2)</sup>	\$2,518.41	\$ 0	\$ 2,518.41
<b>Total Charges by Task</b>	<b>\$3,478.41</b>	<b>\$ 0</b>	<b>\$ 3,478.41</b>

<sup>(1)</sup> The HRE fee consists of a maximum of 8 hrs @ \$120.00/hr for Rick Esvelt

<sup>(2)</sup> The CEG fee consists of a maximum of 13 hrs @ \$142.77/hr for Jim D'Aboy and a maximum of 8 hrs @ \$82.80 for Janice Coburn (Word Processing)



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: FIRST AMENDMENT TO UTILITY EXTENSION, CAPACITY**  
**AGREEMENT - CANTERWOOD DEVELOPMENT COMPANY**  
**DATE: JANUARY 9, 2006**

**INFORMATION/BACKGROUND**

The Canterwood Development Company together with the Canterwood STEP Association have requested to connect an existing residence owned by Matthew and Michele Stanley located at 13321 Muir Drive NW due to a failing septic drainfield. The property is located within the City's Urban Growth Boundary.

**POLICY CONSIDERATIONS**

Canterwood is connected to the City sewer system through the Canterwood STEP system, which has been addressed in the Utility Extension, Capacity Agreement dated May 3, 2004.

This additional property was not connected to the City's sewer system under the existing Utility Extension Agreement. This amendment is for the sole purpose of including the property within the terms and conditions of the Agreement.

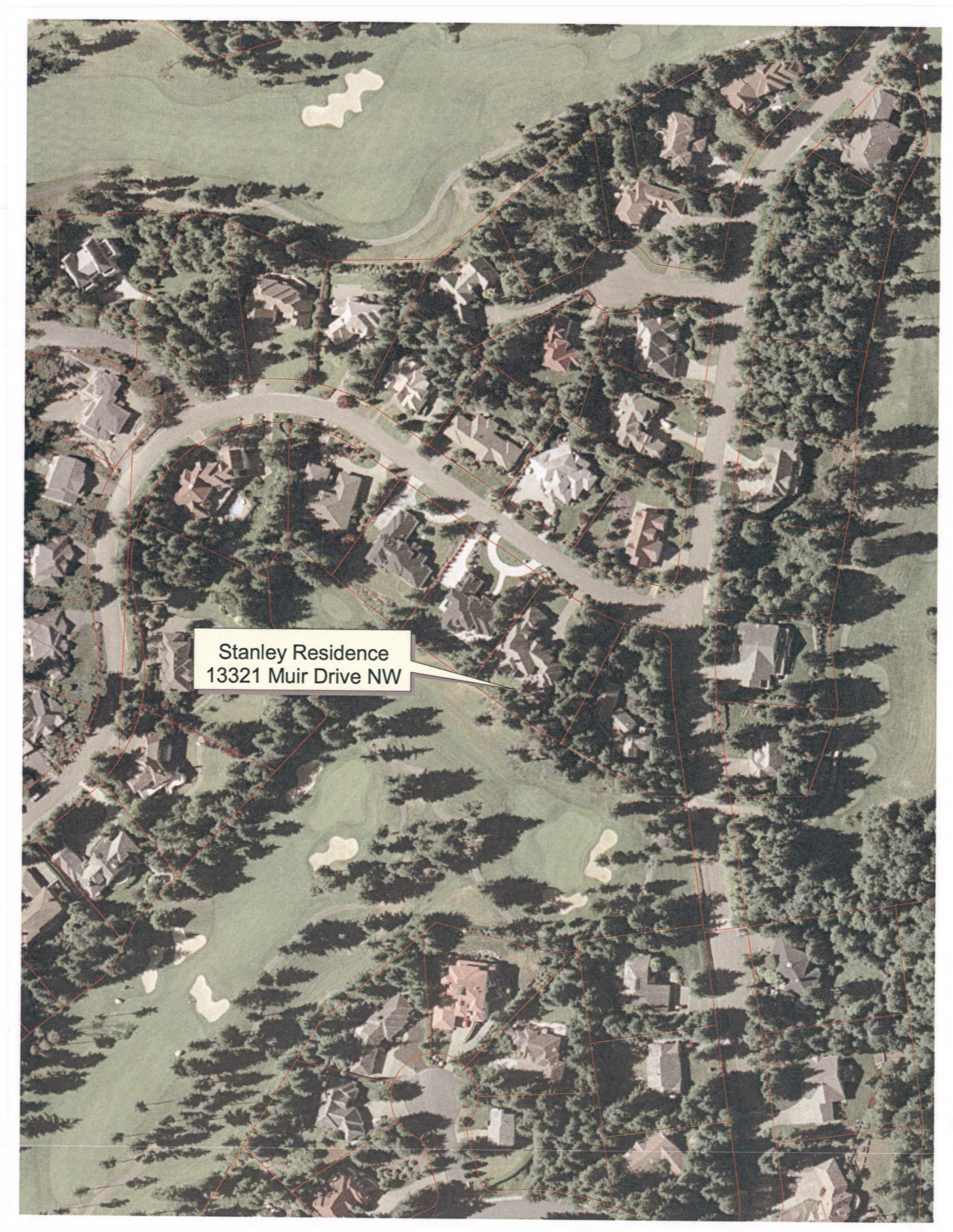
**FISCAL CONSIDERATIONS**

The City will authorize this additional connection upon City Council approval and receipt of connection fees for in accordance with the terms and conditions of this agreement.

**RECOMMENDATION**

I recommend approval of the First Amendment to Utility Extension, Capacity Agreement with the Canterwood Development Company as proposed.





Stanley Residence  
13321 Muir Drive NW



December 28, 2005

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

Subject: Canterwood Sewer Utility Agreement - Request for additional residential service connection.

Attn: Community Development Director

Dear John Vodopich,

Canterwood Development Company ("CDC") has a current sewer utility capacity agreement with the City dated May 3, 2004, (see the attached copy) for certain properties within Canterwood as described on "Exhibit A" to the Agreement.

CDC and the Canterwood STEP Association have agreed to connect an additional site within Canterwood to the on site STEP system due to a failing septic system drainfield, conditioned on the City agreeing to revise the current sewer utility agreement.

Please consider this as a formal request to amend the above mentioned agreement to include Lot 13 Division 4.

The legal description of this site is:

Lot 13 Division 4 according to the plat of Canterwood AFN # 8905250266, situate Pierce County, Washington.

Parcel number is: 2827440130  
Owners: Matthew & Michele Stanley  
Address: 13321 Muir Dr. NW, Gig Harbor, WA 98332

Thank you for giving this your attention. Please call with any questions or concerns.

Sincerely,



Russell Tanner, President  
Canterwood Development Company

cc: Eva Jacobson  
Matthew Stanley



**RECEIVED**

DEC 30 2005

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

**FIRST AMENDMENT TO  
UTILITY EXENSION, CAPACITY AGREEMENT  
AND AGREEMENT WAIVING RIGHT TO PROTEST LID**

This FIRST AMENDMENT is entered into on this \_\_\_ day of January, 2006, by and between the City of Gig Harbor, Washington (hereinafter the "City"), and Canterwood Development Company (hereinafter the "Owner") and Matthew and Michele Stanley, husband and wife (hereinafter "Property Owners").

WHEREAS, the parties entered into the Utility Extension, Capacity Agreement and Agreement Waiving Right to Protest LID (hereinafter the "Utility Extension Agreement" on May 3, 2004, which was recorded on May 6, 2004; and

WHEREAS, the Owner desires to connect an additional property to the Canterwood STEP system, due to a failing septic system drainfield; and

WHEREAS, the property is located within the City's Urban Growth Area and is commonly known as 13321 Muir Drive N.W., Gig Harbor, WA 98332, owned by Matthew and Michele Stanley (the Property Owners); and

WHEREAS, the Owner acknowledges that the City is willing to allow connection of such property only upon the same terms and conditions existing in the Utility Extension Agreement and Title 13 of the Gig Harbor Municipal Code, as it now exists or is hereinafter amended; Now, Therefore,

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

Section 1. The Property. The additional property to be connected to the Canterwood STEP system and hereby included in the Utility Extension Agreement is legally described as:

Lot 13, Division 4, according to the plat of Canterwood AFN #8905250266, situate in Pierce County, Washington.

The parcel number is 2827440130. This additional property was not connected to the City's sewer system under the Utility Extension Agreement. This amendment is for the sole purpose of including the property within the terms and conditions of the Utility Extension Agreement.

Section 2. Amendment of Utility Extension Agreement. The parties hereto (the City, the Owner and the Property Owners) agree to be bound by the Utility Extension Agreement, and of the provisions of the Utility Extension Agreement are hereby included by this reference and incorporated herein as if fully set forth. Nothing in this First Amendment shall alter the effectiveness of the Utility Extension Agreement. By signing





this First Amendment, the Property Owners acknowledge that they have received a copy of the Utility Extension Agreement, have read it and agree to be bound by its terms.

**Section 3. Severability.** If any provision of this Agreement or its application to any circumstance is held invalid by a court of competent jurisdiction, the remainder of this Agreement or the application to other circumstances shall not be affected.

Dated this \_\_\_ day of January, 2006.

City of Gig Harbor

Owner

\_\_\_\_\_  
Mayor Charles L. Hunter

\_\_\_\_\_  
Russell Tanner  
President

Property Owners

Matthew Stanley  
Matthew Stanley

Michele Stanley  
Michele Stanley

STATE OF WASHINGTON )  
COUNTY OF \_\_\_\_\_ ) ss.

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

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

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

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

I certify that I know or have satisfactory evidence that Matthew Stanley is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

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

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF \_\_\_\_\_        )

I certify that I know or have satisfactory evidence that Michele Stanley is the person who appeared before me, and said person acknowledged that he/she was authorized to execute the instrument and acknowledged it as \_\_\_\_\_ of \_\_\_\_\_ to be the free and voluntary act and deed of such party for the uses and purposes mentioned in this instrument.

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

\_\_\_\_\_  
(Signature)  
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment 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/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the Mayor of Gig Harbor to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT**  
**PUGET SOUND ENERGY – LIQUID NATURAL GAS FACILITY**  
**DATE: JANUARY 9, 2006**

**INTRODUCTION/BACKGROUND**

The City has required private on-site storm water detention facilities to be constructed in conjunction with the Puget Sound Energy Incorporated project commonly known as the Liquid Natural Gas Facility (Parcel No. 0121011026). As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the city a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

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

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

I recommend that the Council approve this agreement as presented.



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.**  
**CITY ENGINEER**  
**SUBJECT: STORMWATER FACILITIES MAINTENANCE AGREEMENT AND**  
**RESTRICTIVE COVENANT**  
**PUGET SOUND ENERGY – LIQUID NATURAL GAS FACILITY**  
**DATE: JANUARY 9, 2006**

**INTRODUCTION/BACKGROUND**

The City has required private on-site storm water detention facilities to be constructed in conjunction with the Puget Sound Energy Incorporated project commonly known as the Liquid Natural Gas Facility (Parcel No. 0121011026). As specified in Section 14.20.530, Gig Harbor Municipal Code (GHMC), a maintenance covenant is required for all privately maintained drainage facilities, as well as a requirement that the covenant be recorded with the property. This allows the city a nonexclusive right-of-entry onto those portions of the property immediately adjacent to the storm water facilities for the purpose of inspection of the facilities, and further requires that the property owner perform their own regular inspection and maintenance of the facilities at the property owner's expense.

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

Council approval of the agreement is requested.

**FISCAL CONSIDERATIONS**

No funds will be expended for the acquisition of the described agreement.

**RECOMMENDATION**

I recommend that the Council approve this agreement as presented.

**AFTER RECORDING, RETURN TO:**

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

Document Title: **STORM WATER FACILITIES MAINTENANCE  
AGREEMENT AND RESTRICTIVE COVENANT**

Grantor: PUGET SOUND ENERGY, INC

Grantee: City of Gig Harbor

Legal Description: *[insert abbreviated legal description here]*

The complete legal description may be found on page 8 of  
the document.

Property Tax Parcel No.: 0121011026

Reference No. of Documents Assigned or Released: \_\_\_\_\_

## STORM WATER FACILITIES MAINTENANCE AGREEMENT AND RESTRICTIVE COVENANT

This Storm Water Facilities Maintenance Agreement and Restrictive Covenant is made this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and PUGET SOUND ENERGY, INC, residing at P.O. Box 97034, PSE 95, BELLEVUE, WA 98009 (hereinafter "Owner").

### RECITALS

WHEREAS, Owner is the owner of fee title or a substantial beneficial interest in certain real property located in Gig Harbor, Washington, commonly described as GIG HARBOR LUNA FACILITY (hereinafter the "Property") and legally described in **Exhibit A**, which is attached hereto and incorporated herein by this reference; and

WHEREAS, in connection with the Owner's proposed development of the Property, the City has required and the Owner has agreed to construct a storm water collection and detention system; and

WHEREAS, such drainage system is described and shown on a construction drawing prepared by the engineering firm of KPFF CONSULTING ENGINEERS on JULY, 19, 2002 (hereinafter the "Drainage System Drawing"), for the Owner's Property, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference; and

WHEREAS, as a condition of project approval and/or as a condition of the City's utilization of the Owner's storm drainage system, the parties have entered into this Maintenance Agreement and Restrictive Covenant, in order to ensure that the drainage system will be constructed and maintained in accordance with the approved plans and the City's development standards;

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

## T E R M S

Section 1. Construction and Maintenance. Owner agrees to construct and maintain a drainage system on its Property, as shown on the Drainage System Drawing, **Exhibit B**. The drainage system shall be maintained and preserved by the Owner until such time as the City, its successors or assigns, agree that the system should be altered in some manner or eliminated.

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

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

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

Section 5. Cost of Repairs and/or Maintenance. The Owner shall assume all responsibility for the cost of any maintenance and for repairs to the drainage system. Such responsibility shall include reimbursement to the City within 30 days after the City mails an invoice to the Owner for any work performed by the City. Overdue payments will require payment of interest by the Owner at the current legal rate as liquidated damages.

Section 6. Notice to City of Repairs and/or Maintenance. The Owner is hereby required to obtain written approval from the City Engineer prior to filling, piping, cutting or removing vegetation (except in routine landscape maintenance) in open vegetated drainage facilities (such as swales, channels, ditches, ponds, etc.), or performing any alterations or modifications to the drainage system.



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

Section 8. Terms Run with the Property. The terms of this Maintenance Agreement and Covenant are intended to be and shall constitute a covenant running with the Property and shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, successors and assigns.

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

To the City:  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

To the Owner:  
PUGET SOUND ENERGY, ATTN: Corp. FACILITIES  
P.O. Box 97034  
BELLE VUE, WA 98004

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Maintenance Agreement and Covenant to be executed this \_\_\_\_\_ day of \_\_\_\_\_, 200 \_\_\_\_.

**THE CITY OF GIG HARBOR**

**OWNER** PUGET SOUND ENERGY, INC.

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

By: Brett Bolton  
Print Name: BRETT BOLTON  
MANAGER REAL ESTATE

ATTEST:

\_\_\_\_\_  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

STATE OF WASHINGTON )  
                  KING ) ss.  
COUNTY OF ~~PIERCE~~ )

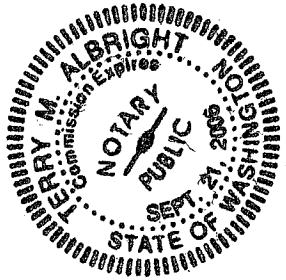
I certify that I know or have satisfactory evidence that BRETT BOLTON  
is the person who appeared before me, and said person acknowledged that (he/she) signed this  
instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged  
it as the MANAGER, REAL ESTATE of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

DATED: 12/02/05

Tom M. Albright

Notary Public in and for the  
State of Washington,

Title: \_\_\_\_\_  
My appointment expires: 9/21/06



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

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

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

\_\_\_\_\_  
Notary Public in and for the  
State of Washington,  
Title: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

EXHIBIT A

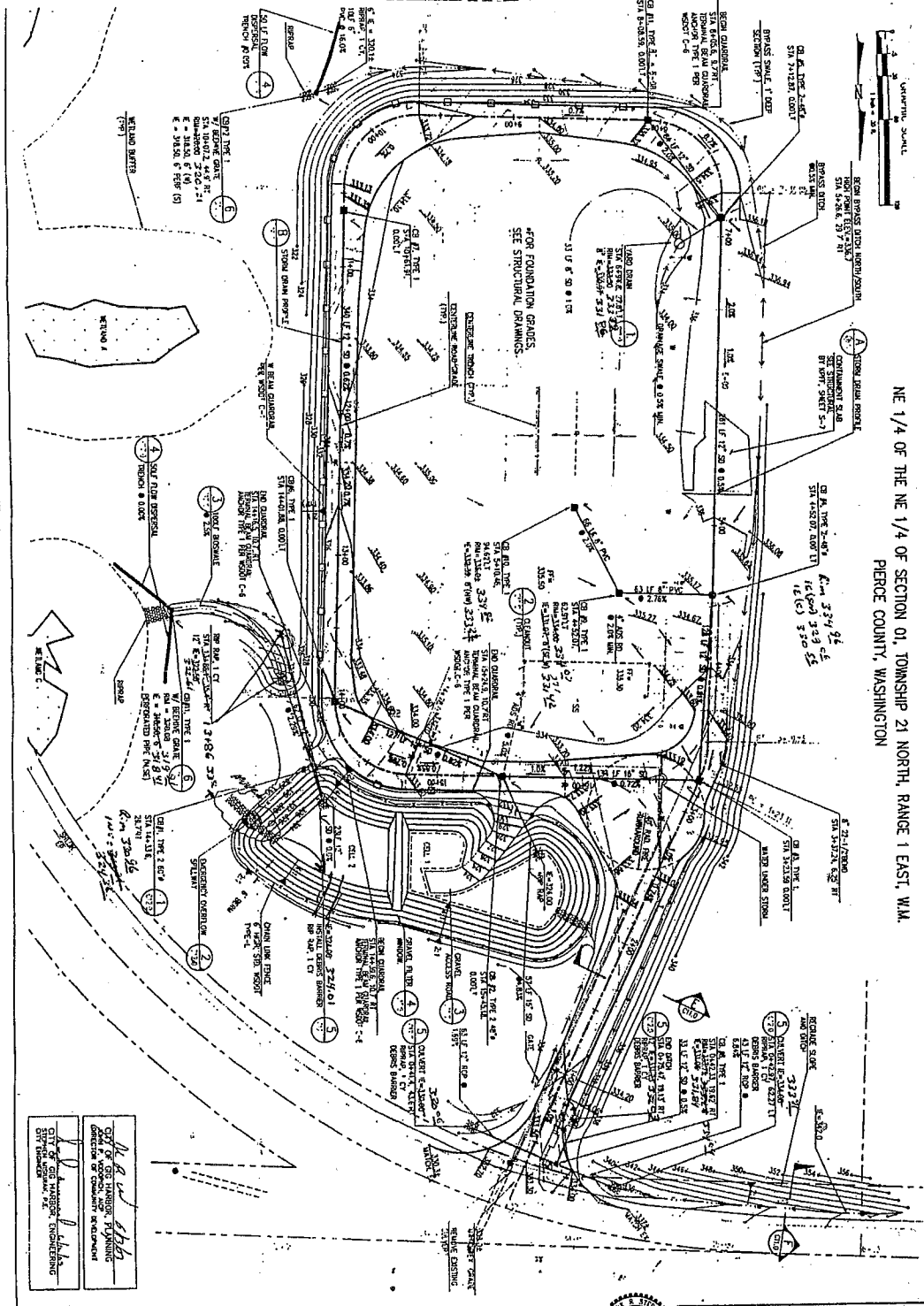
The land referred to is situated in the State of Washington, County of PIERCE, and is described as follows:

BEGINNING AT THE NORTHEAST CORNER OF GOVERNMENT LOT 1 IN SECTION 1 TOWNSHIP 21 NORTH RANGE 1 EAST OF THE W.M., IN PIERCE COUNTY, WASHINGTON; THENCE WEST ALONG THE NORTH LINE THEREOF 682.5 FEET; THENCE SOUTH 1022 FEET; THENCE EAST TO THE EAST LINE OF OF SAID GOVERNMENT LOT 1; THENCE NORTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING

EXCEPT THE EAST 30 FEET FOR RIGHT OF WAY CONVEYED TO PIERCE COUNTY BY INSTRUMENT RECORDED UNDER RECORDING NUMBER 2377119

EXCEPT THAT PORTION LYING NORTHEASTERLY OF THE SOUTHWESTERLY LINE OF A TRACT CONVEYED TO PIERCE COUNTY BY DEED RECORDED UNDER RECORDING NUMBER 9502170217

EXHIBIT B



NE 1/4 OF THE NE 1/4 OF SECTION 01, TOWNSHIP 21 NORTH, RANGE 1 EAST, W.M.  
PIERCE COUNTY, WASHINGTON

*[Signature]*  
 PROJECT ENGINEER  
 KPII CONSULTING ENGINEERS  
 711 COURT WA, SUITE 202  
 TACOMA, WASHINGTON 98402  
 (253) 706-0100 FAX (253) 706-0102

CS.0

PUGET SOUND ENERGY  
 GIG HARBOR LNG PROJECT  
 GIG HARBOR, WASHINGTON  
 GRADING, STORM DRAINAGE  
 AND UTILITY PLAN

DESIGNED BY  
 J.A.S.  
 CHECKED BY  
 M.R.S.  
 DATE  
 7/10/02

**KPII** Consulting Engineers  
 711 COURT WA, SUITE 202  
 TACOMA, WASHINGTON 98402  
 (253) 706-0100 FAX (253) 706-0102



NO.	DATE	BY	FOR	REVISION
1	7/10/02	JAS	DESIGNED FOR CITY OF GIG HARBOR	CONTRACT
2	7/10/02	JAS	DESIGNED FOR CITY OF GIG HARBOR	CONTRACT
3	7/10/02	JAS	DESIGNED FOR CITY OF GIG HARBOR	CONTRACT
4	7/10/02	JAS	DESIGNED FOR CITY OF GIG HARBOR	CONTRACT
5	7/10/02	JAS	DESIGNED FOR CITY OF GIG HARBOR	CONTRACT



## **ADMINISTRATION**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: LOBBYIST CONTRACT – TIM SHELLBURG**  
**DATE: JANUARY 9, 2006**

### **INFORMATION/BACKGROUND**

Attached is the contract for Tim Shellburg of Smith Alling Lane to represent the city's interests in Olympia during this legislative session. Tim Shellburg filled this role for the City of Gig Harbor in 2004 and 2005, and the City Council budgeted for the continuation of his services in 2006.

### **POLICY CONSIDERATIONS**

The contract is like last year's contract, extending from January, 2006 through May, 2006. Tim will track legislation, provide necessary information, attend meetings involving city interests, educate relevant legislators, coordinate with City of Gig Harbor officials to testify as necessary, and lobby for the city's interests.

### **FINANCIAL CONSIDERATIONS**

The city will contract for five months of service at \$2000 per month. No consultant expenses will be billed to the city outside of this billing cost. This \$10,000 contract is within the budgeted \$15,000 City Council allocation for these purposes in the 2006 budget.

### **RECOMMENDATION**

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

**CITY OF GIG HARBOR  
CONSULTING AGREEMENT**

This Agreement is entered into by and between City of Gig Harbor and any other party hereto, as is identified in the consultant's signature block below (hereinafter referred to as "Consultant"), upon the following terms and conditions:

- A. Scope of Work.** Consultant will advise and assist the City of Gig Harbor in accordance with Consultant's Scope of Work, described in Attachment "A" hereto and incorporated herein, and Consultant will do and produce such other things as are set forth in the Scope of Work (the "Services"). Consultant's Services will be in compliance with applicable laws, regulations, rules, orders, licenses and permits, now or hereinafter in effect, and Consultant shall furnish such documents as may be required to effect or evidence such compliance.
- B. Compensation; Expenses.** The City of Gig Harbor will pay Consultant for satisfactorily rendered Services in accordance with the specific terms set forth in Attachment "A".
- C. Invoices; Payment.** Consultant will furnish the City of Gig Harbor invoices at regular intervals, as set forth in Attachment "A".
- D. Term.** Consultant shall promptly begin the Services hereunder on the date set forth in Attachment "A" and shall terminate same on the date set forth in Attachment "A", unless earlier terminated by mutual agreement. The City of Gig Harbor or consultant may terminate consultant services for convenience at any time prior to the termination date set forth in Attachment A, provided that either party provides 30-days notice.
- E. Ownership of Work Product.** The product of all work performed under this agreement, including reports, and other related materials shall be the property of the City of Gig Harbor or its nominees, and the City of Gig Harbor or its nominees shall have the sole right to use, sell, license, publish or otherwise disseminate or transfer rights in such work product.
- G. Independent Contractor.** Consultant is an independent contractor and nothing contained herein shall be deemed to make Consultant an employee of the City of Gig Harbor, or to empower consultant to bind or obligate the City of Gig Harbor in any way. Consultant is solely responsible for paying all of Consultant's own tax obligations, as well as those due for any employee/subcontractor permitted to work for Consultant hereunder.
- H. Release of Claims; Indemnity.** Consultant hereby releases, and shall defend, indemnify and hold harmless the City of Gig Harbor from and against all claims, liabilities, damages and costs arising directly or indirectly out of, or related to, Consultant's fault, negligence, strict liability or produce liability of Consultant, and/or that of any permitted employee or subcontract or Consultant, pertaining to the Services hereunder.
- I. Assignment.** Consultant's rights and obligations hereunder shall not be assigned or transferred without the City of Gig Harbor's prior written consent; subject thereto, this Agreement shall be binding upon and inure to the benefit of the parties' heirs, and successors.




**J. Governing Law; Severability.** This Agreement shall be governed by the laws of the State of Washington, U.S.A. (excluding conflict of laws provisions). If any term or provision of this Agreement is determined to be legally invalid or unenforceable by a court with lawful jurisdiction hereover (excluding arbitrators), such term or provision shall not affect the validity or enforceability of any remaining terms or provisions of this Agreement, and the court shall, so far as possible, construe the invalid portion to implement the original intent thereof.

**K. Arbitration.** Any dispute between the parties related to or arising out of the subject matter of this Agreement shall be resolved exclusively through binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in Washington State.

**L. Entire Agreement; Etc.** This Agreement, and its incorporated attachments hereto, state the entire agreement between the parties regarding the subject matter hereof and supersede any prior agreements or understandings pertaining thereto. Any modification to this Agreement must be made in writing and signed by authorized representatives of both parties. Any provision hereof which may be reasonably deemed to survive the expiration or termination of this Agreement shall so survive, and remain in continuing effect. No delay or failure in exercising any right hereunder shall be deemed to constitute a waiver of any right granted hereunder or at law by either party.

**Consultant:** Smith Alling Lane --  
Timothy M. Schellberg

Sign: 

Date: 12/27/05

Tax ID No.: 91-1257316

**City of Gig Harbor:**

Sign: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**ATTACHMENT "A" TO  
CITY OF GIG HARBOR CONSULTING AGREEMENT**

- A. Scope of Work:** Consultant shall provide the City of Gig Harbor with the following governmental affair services:

Washington State Legislative Session

- Identify and track all relevant legislation
- Provide City of Gig Harbor with updates as needed.
- Attend all relevant legislative hearings where the City of Gig Harbor's interests are directly affected.
- Attend all relevant legislative meetings where the City of Gig Harbor's interests are directly affected.
- Educate relevant legislators that Gig Harbor is represented by Smith Alling Lane in Olympia.
- Coordinate City of Gig Harbor officials to testify at relevant legislative hearings.
- Lobby to pass, defeat or amend legislation introduced by other lobbyists or interests that directly affect the City of Gig Harbor's interests.
- This contract does not include lobbying to introduce and pass legislation where the Consultant is the entity originating the legislation. If the City of Gig Harbor wishes to have legislation introduced and passed, a separate contract will be necessary.

- B. Compensation/Expenses:** The City of Gig Harbor shall pay Consultant \$2,000 each month during the months of January 2006 through May 2006. Consultant shall not bill any expenses to the City of Gig Harbor.

- C. Invoices/Payments:** (a) Consultant shall furnish the City of Gig Harbor with invoices for services performed on a monthly basis, and (b) the City of Gig Harbor shall pay each of Consultant's invoices within thirty (30) days after the City of Gig Harbor receipt and verification.

- D. Term of Agreement:** Consultant's services shall commence on January 1, 2006 and shall terminate on May 31, 2006.

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE:12/05/05

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20060331

	LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1	FENCO (USA), INC.	CIGAR LAND, GIG HARBOR 11430 51ST AVE NW STE 103 GIG HARBOR WA 98332 7897	087024	BEER/WINE SPECIALTY SHOP
2	MI CHA KIM, INC.	GIG HARBOR CHEVRON 5006 PT FOSDICK DR NW GIG HARBOR WA 98335 0000	072786	GROCERY STORE - BEER/WINE
3	GOURMET ESSENTIALS, INCORPORAT	GOURMET ESSENTIALS 5500 OLYMPIC DR NW #I-102 GIG HARBOR WA 98335 0000	078110	GROCERY STORE - BEER/WINE
4	PARK, JOHN M PARK, WAN CHA	HARBOR ARCO AM/PM MART 5119 OLYMPIC DR W GIG HARBOR WA 98335 0000	080805	GROCERY STORE - BEER/WINE
5	DROHAN CORPORATION	HARBOR INN RESTAURANT 3111 HARBORVIEW DR GIG HARBOR WA 98335 0000	359834	SPIRITS/BR/WN REST LOUNGE +

RECEIVED  
 DEC 27 2005  
 BY:



## **ADMINISTRATION**

**TO: CITY COUNCILMEMBERS**  
**FROM: MAYOR CHUCK HUNTER**  
**SUBJECT: APPOINTMENT TO THE PLANNING COMMISSION**  
**DATE: JANUARY 9, 2006**

### **INTRODUCTION / BACKGROUND**

In November, Marilyn Owel submitted a letter of resignation from the Planning Commission. Two letters of interest were received by the December 6<sup>th</sup> deadline, and Council spoke in favor of taking a little extra time to re-advertise the opening since the appointment is a five-year commitment.

The second ad resulted in the submission of an additional six applications for a total of eight. Due to the short time that I have had to review the qualifications of each applicant, I suggest that my recommendation for appointment to the Planning Commission be postponed until the second meeting in January.

### **RECOMMENDATION**

A motion to postpone this agenda item until the January 23, 2006 Council Meeting.



## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: MOLLY TOWSLEE, CITY CLERK**  
**SUBJECT: APPOINTMENTS TO THE DESIGN REVIEW BOARD**  
**DATE: JANUARY 9, 2006**

### **INFORMATION/BACKGROUND**

The election of Paul Kadzik to the City Council left a vacant position on the Design Review Board. His term ends July, 2007. In addition, Kate Burnham has submitted her resignation. Her term ends July, 2009. Attached are the applications from five citizens who responded to the request for interest.

Nicole Balantyne  
William Graves  
Caroline Swope

Rick Gagliano  
John Jernejcic

### **RECOMMENDATION**

A motion for appointment one of these five applicants to serve the remainder of a two-year term and one to serve the remainder of a four-year term on the Design Review Board.

DEC - - 2005



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

Name: Nicole Ballantyne  
Address: 7209 Pioneer Way City: Gig Harbor State: WA  
Telephone: Home: 253 858 1705  
Other: 253 208 9173

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

Please see attached letter and Resume.

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

Please see attached letter and resume.

Signature: Nicole Ballantyne Date: 12/5/2005

**Nicole E. Ballantyne**  
**7209 Pioneer Way**  
**Gig Harbor, WA 98335**  
**(253) 858-1705 – (253) 208-9173**

December 5, 2005

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

***RE: Design Review Board Application***

To whom it may concern:

I would like to take this opportunity to express my ongoing interest in becoming a member of the Design Review Board.

I am a third generation Gig Harbor resident, who lives and works in our beautiful town. My love of Gig Harbor combined with my experience in real estate including management, development, renovation & design planning makes me an excellent candidate for the Design Review Board.

If given the opportunity I will be committed to working as a team to create solutions to the challenges of the interpretation, review and implementation of Gig Harbor's Design Manual.

I have enclosed for your review a detailed description of my professional & personal experience as it relates to my qualifications to be considered as a potential member of the Design Review Board.

I appreciate your time in this matter and look forward to the possibility of having a chance to serve the City of Gig Harbor. Please contact me anytime with questions at (253) 208-9173 or (253) 858-1705.

Sincerely,

A handwritten signature in cursive script that reads "Nicole Ballantyne". The signature is written in black ink and is positioned below the typed name.

Nicole Ballantyne

**Nicole E. Ballantyne**  
**7209 Pioneer Way**  
**Gig Harbor, WA 98335**  
**(253) 858-1705 – (253) 208-9173**

***Personal Information:***

- Third generation Gig Harbor resident
- Current City of Gig Harbor resident
- Advocate for the people & the responsible development of Gig Harbor

***Professional & Personal Experience:***

The following are professional & personal experiences that I have had over the past 9+ years:

1. Commercial/Retail/Office Leasing
  - a. Property Management & Leasing
  - b. Individual space & signage design management
2. Acquisition/Maintenance & Management of Apartment Buildings
  - a. Assisted with the review of potential acquisitions
  - b. Reviewed floor plans & renderings from site plans & blue prints
  - c. Assisted in planning renovation & deferred maintenance based on current & future structural & financial goals
3. Residential Real Estate
  - a. Sales of new construction homes
  - b. Sales of high end residential homes
  - c. Management of Home Owners Association for Developer
4. Land Development, Sales & Acquisitions (Current Profession)
  - a. Development and subdivision of large acreage into plats containing residential lots ranging in size from 1-20 acres
  - b. Planning & design of developments to their best & highest use
  - c. Creating & Implementing marketing & sales plans
5. Personal Experience:
  - a. Completed 1 residential home renovation
  - b. Currently renovating 1 residential home
  - c. Planned & designed a custom residential home which building process my husband and I will manage from start to finish



Nicole E. Ballantyne  
7209 Pioneer Way  
Gig Harbor, WA 98335  
(253) 858-1705 – (253) 208-9173

OCT 9 2005

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

Dear Mayor Wilbert:

Earlier this year I applied for the first time to be considered for the Design Review Board. Although I did not succeed in being selected I vowed to myself that if I ever had another opportunity to apply I would absolutely give it my best shot.

Today I was made aware of a position on the Design Review Board becoming available soon due to a current members resignation. With that knowledge I would like to take this opportunity to express my ongoing interest in becoming a member of the Design Review Board.

I am proud to say that I am a third generation Gig Harbor resident, who lives and works in our beautiful town. My love of Gig Harbor combined with my experience in real estate including management, development, renovation & design planning makes me an excellent candidate for the Design Review Board.

If given the opportunity I will be committed to working as a team to create solutions to the challenges of the interpretation, review and implementation of Gig Harbor's Design Manual.

I have enclosed for your review a detailed description of my professional & personal experience as it relates to my qualifications to be considered as a potential member of the Design Review Board.

I appreciate your time in this matter and look forward to the possibility of having a second chance at an opportunity to serve the City of Gig Harbor. Please contact me anytime with questions at (253) 208-9173 or (253) 858-1705.

Sincerely,



Nicole Ballantyne

**Nicole E. Ballantyne**  
**7209 Pioneer Way**  
**Gig Harbor, WA 98335**  
**(253) 858-1705 – (253) 208-9173**

***Personal Information:***

- Third generation Gig Harbor resident
- Current City of Gig Harbor resident
- Advocate for the people & the responsible development of Gig Harbor

***Professional & Personal Experience:***

The following are professional & personal experiences that I have had over the past 9+ years:

1. Commercial/Retail/Office Leasing
  - a. Property Management & Leasing
  - b. Individual space & signage design management
2. Acquisition/Maintenance & Management of Apartment Buildings
  - a. Assisted with the review of potential acquisitions
  - b. Reviewed floor plans & renderings from site plans & blue prints
  - c. Assisted in planning renovation & deferred maintenance based on current & future structural & financial goals
3. Residential Real Estate
  - a. Sales of new construction homes
  - b. Sales of high end residential homes
  - c. Management of Home Owners Association for Developer
4. Land Development, Sales & Acquisitions (Current Profession)
  - a. Development and subdivision of large acreage into plats containing residential lots ranging in size from 1-20 acres
  - b. Planning & design of developments to their best & highest use
  - c. Creating & Implementing marketing & sales plans
5. Personal Experience:
  - a. Completed 1 residential home renovation
  - b. Currently renovating 1 residential home
  - c. Planned & designed a custom residential home which building process my husband and I will manage from start to finish

RECEIVED

DEC 20 2004



- Application for Appointment  
City of Gig Harbor  
Design Review Board

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

Name: RICK GAGLIANO

Address: 8607 58TH AVE NW City: Gig Harbor State: WA

Telephone: Home: 253 887-9811  
Other: 888-8809 ash.

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

PRINCIPLE - RATOUFFE/CORLIANO ARCHITECTURE & PLANNING  
CHAIRMAN - DESIGN REVIEW GUIDELINES MANUAL AUTHORITY  
COMMITTEE  
SUPERVISOR'S CONSTRUCTION OF NUMEROUS BUILDINGS WITHIN THE CITY

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

FULL KNOWLEDGE OF SITE PLANS, CONSTRUCTION DOCUMENT  
SPECIFICATIONS AND CODE LANGUAGE READING

Signature: [Signature] Date: 12/19/05

# RATCLIFFE • GAGLIANO

---

8607 58th Ave. NW

Gig Harbor, Washington 98332

(206) 858-8809

City of Gig Harbor  
Office of the Mayor/ City Clerk  
3510 Grandview Street  
Gig Harbor, WA 98335

12/19/05

Mr. Mayor,

My interest in working on the Design Review Board stems from my work as Chairman of the citizen committee that created the Design Review manual ten years ago. Since that time the City has grown considerably, and the Planning and Building department has grown with it. The original document, though improved in appearance, has not been updated significantly however, and I anticipate that it may undergo changes under the new City administration.

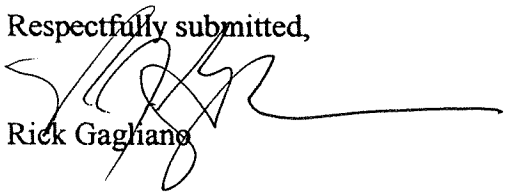
I would like to be closely involved with this maturation of the Manual and its implementation processes in this new phase. My background running an architectural firm working in the City throughout the 1990's, and as an applicant submitting to the Design Review Board - as well as the Planning and Building staff - has given me a thorough understanding of the mechanisms and code requirements involved in preparing, submitting and constructing built works here in the Harbor, both residential and commercial.

The City of Gig Harbor is unique. I have submitted architectural projects in many jurisdictions in the Puget Sound and been exposed to other Design Guideline Manuals, city layouts and planning department processes. Gig Harbor, unlike many of these jurisdictions, already has an inherently well-planned layout in its downtown core, developed quite naturally from its early tight-knit building community, its gentle topography and its semi-circular relationship to the Harbor itself. This existing armature is conducive to strong building relationships and design consistencies, both historic and new, visible and connected throughout the basin.

Its example also gives Planning and Design officials a powerful starting point for addressing the construction that continues to expand *outside* the core district, and establishes a natural hierarchy for this development as it moves outward from the center. However, subtle and not so subtle differences in scale, circulation, building typology, visible correlations, and topography, don't necessarily lend themselves to an imitation of the obvious relationships that guide the inner City. Wrestling with these differences is the true test of the Design Manual, the Design Review Board and the implementation of design guidelines throughout the City departments.

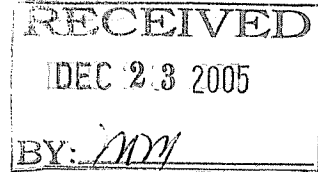
I hope that you will consider my application, and that I can be a productive participant in the process of continuing to improve on the course of development in Gig Harbor.

Respectfully submitted,

  
Rick Gagliano

William Doug Graves  
2416 62<sup>nd</sup> Avenue NW  
Gig Harbor, Washington  
98335

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



Attn: City Clerk

December 22, 2005

Dear Gig Harbor City Clerk;

Please forward this application to the City Council for consideration.

Thank You;

A handwritten signature in cursive script, appearing to read "W. D. Graves".

William Doug Graves



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

Name: WILLIAM DOUG GRAVES

Address: 2416 62ND AVE NW city: GIG HARBOR State: WA.

Telephone: Home: 265-2024  
Other: 227-2022

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?

(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (**there are currently no openings in this category**);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

PLEASE SEE ATTACHED LETTER

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

PLEASE SEE ATTACHED LETTER

Signature:  Date: DEC. 22, 2005

William Doug Graves  
2416 62<sup>nd</sup> Avenue NW  
Gig Harbor, Washington  
98335

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

Attn: City Clerk

December 22, 2005

Honorable members of the Gig Harbor City Council;

I would like to ask that you consider me for a position on the Gig Harbor Design Review Board. I am 50 years old and have made Gig Harbor my home since 1998. To this task I will bring experience from multiple backgrounds.

For the better part of my career, I have been a Telecommunications Engineer. This discipline afforded me experience that led me to learn to read and interpret civil, structural, architectural, and utility plans, specifications, and work force procedures. I began my Telecommunications career in 1976 and have had contiguous employment until 2002 when CenturyTel facilitated a corporate downsizing. My career, throughout those years, took me to many locations in the Western United States, New England, Alaska, and Hawaii. Having lived in many diverse locations, I respect the importance of preserving the cultural heritage of a particular area. I have seen evidence where historical preservation was not honored. The result leads to destruction of character and ultimately an appearance of mismanagement that drives down value. My work in Telecommunications has brought me very close to the building industry. I understand building trade techniques and processes. I am fluent in Cost Analysis and Project Management. I have also had experience with Power, Natural Gas and CATV design and construction. I feel my utility design and construction background will benefit the Gig Harbor Design Review Board.

Additionally, in 2004, a partner and I founded Northwest Yard Art, a start-up Landscape Construction Company based in Gig Harbor serving the entire Seattle region. Since inception, I have been trained and certified as a Interlocking Concrete Pavement Installer. My partner and I are working members of our company. Our expertise leans heavily toward Hardscape construction, Waterfalls and Ponds, Walls, Cedar Garden Structures, Plant and Lawn installation. As our client base grows, we intend on hiring crews to assist.

Regarding design plans and specifications, I am proficient in the comprehension of all types of building and development plans. I understand survey details. I know how to shoot grades and I understand the emerging technology of Global Positioning and how it will change the way many construction practices are presently carried out.

Regarding my involvement in the Community, I served for three years as Board Chairman for CHANGES Parent Support Network, a Seattle based 501c(3) Not-for-Profit Organization helping Parents and troubled adolescents. I operated a Support Group in Gig Harbor for Parents of troubled teens in 1998-99. In Juneau, Alaska, I sat on the Mayors Task Force on Youth and operated a Parent Support Group. I feel strongly about the significance of Volunteerism and Community Involvement. For me, membership on the Gig Harbor Design Review Board would be a honor.

If you have any questions or concerns, please fell free to contact me anytime at 253-227-2022 or by e-mail at [douggraves1@hotmail.com](mailto:douggraves1@hotmail.com)

Sincerely;

A handwritten signature in black ink, appearing to read "William Doug Graves", with a long, sweeping horizontal stroke extending to the right.

William Doug Graves



**JOHN JERNEJCIC** 3110 Judson St., PMB #144, Gig Harbor, WA 98335 (253) 857-4035

JernejcicJ@aol.com

2005 NOV 13 PM 3 32

20 December 2005

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

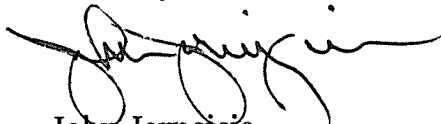
Re: Design Review Board Openings

To Whom It May Concern:

Since receiving a degree in architecture in 1974, I have spent my career working in commercial and residential design and construction. Most recently, I was the Senior Vice President of Construction for Atria Assisted Living, where I oversaw the complete development, design and construction of senior housing projects nationwide. In that capacity I worked closely with various architects and contractors, as well as numerous planning and building departments across the country. I have also designed and built a number of custom and spec homes, including my current residence here in Gig Harbor, which I built in 1992. I have been a Gig Harbor resident since 1987, and I recently became a licensed real estate agent, working out of a local brokerage. In addition, I am a member of The National Trust For Historic Preservation.

With my experience in design, construction, development (including entitlements) and real estate, and my interest in historic preservation, I believe I could serve the Gig Harbor community very well as a member of the Design Review Board. I would be very interested in discussing this position with you at your convenience. I can be reached at (253) 857-4035, or (253) 225-0006. Thank you for your consideration.

Sincerely,



John Jernejcic



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

Name: JOHN JERNEJIC

Address: 3110 JUDSON ST. PMB#144 City: GIG HARBOR State: WA

Telephone: Home: (253) 851-4035  
Other: (253) 225-0006

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

BACHELOR OF SCIENCE IN ARCHITECTURE;  
ARCH DESIGN PROGRAM MANAGER; CONSTRUCTION PROGRAM MGR;  
REAL ESTATE PROFESSIONAL; HOUSING DESIGN/CONSTRUCTION;  
NATIONAL TRUST FOR HISTORIC PRESERVATION

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

30+ YEARS EXPERIENCE IN DEVELOPMENT, DESIGN AND  
CONSTRUCTION. VERY CAPABLE OF READING AND INTER-  
PRETING DESIGN AND CONSTRUCTION DOCUMENTS.

Signature: [Handwritten Signature] Date: 20 DEC 2009



- Application for Appointment -  
City of Gig Harbor  
Design Review Board

RECEIVED  
CITY OF GIG HARBOR

DEC 09 2005

COMMUNITY  
DEVELOPMENT

Name: CAROLINE SWOPE

Address: 1907 N. CEDAR ST City: TACOMA State: WA

Telephone: Home: 752-8848  
Other: \_\_\_\_\_

Please attach a cover letter describing (a) your interest in serving on the Design Review Board (DRB), (b) your background and (c) the skills you wish to share in this capacity.

Under which of the following categories do you wish to be considered?  
(check appropriate box(s))

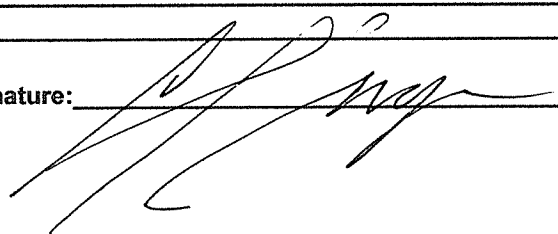
- A licensed architect or professional building designer with demonstrated experience in urban or historic building design.
- A city resident with demonstrated interest and knowledge of urban design (there are currently no openings in this category);
- A member from the Gig Harbor planning commission.
- A member with a professional background relating to urban design, (e.g., a professional artist, civil engineer, planner, building contractor or professional designer) as determined by the city council;
- A member with demonstrated interest and knowledge of landscaping, horticulture, arboriculture or forestry;
- An individual with a background in identifying, evaluating and protecting historic resources, selected from among the disciplines of architecture, history, architectural history, planning, prehistoric and historic archaeology, folklore, cultural anthropology, curation, conservation or landscape architecture, or related disciplines.

Please describe your background in the categories you have selected above. (You may expand upon this in your cover letter if you need more room to write).

\_\_\_\_\_  
*please see letter*  
*and C.V.*  
\_\_\_\_\_

Please describe any background or skills you have in reading and interpreting site plans, elevation drawings, landscape plans, architectural details and other design details and specifications as may be depicted on plans. (You may expand upon this in your cover letter if need more room to write).

\_\_\_\_\_  
*please see letter*  
*and C.V.*  
\_\_\_\_\_

Signature:  Date: 12/5/05

December 6, 2005

Caroline T. Swope  
1907 N. Cedar St.  
Tacoma, WA 98406

Kristin Moerler  
Associate Planner  
City of Gig Harbor  
3510 Grandview  
Gig Harbor, WA 98335

Dear Ms. Moerler,

This letter is to express my formal interest in serving on the Gig Harbor Historic Design Commission. My application is enclosed.

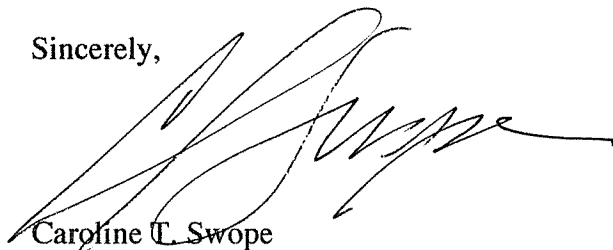
I hold a Masters in Historic Preservation, and a doctorate in Architectural History. My dissertation explored the commercial redevelopment of Leavenworth, WA and the complex issues of historic preservation, redevelopment, property rights, and design review implementation, that created the current commercial district. I have extensive background in working with small town design review boards and have consulted on historic preservation projects at both the local and national level. I also have experience working on architectural documentation projects, and preparing national, state, and local register nominations.

I have extensive experience in reading elevations, architectural prints, and site plans. Because I hold a B.A. in interior design, and a Masters in Historic Preservation, I have many years of drafting experience, and can quickly determine when a plan is incomplete, or when a detail drawing doesn't properly match the floor plan.

I am passionate about historic preservation, and the myriad of opportunities and challenges communities face while trying to maintain their unique identities in a world increasingly defined by MacDonald's and MacMansions. My breadth of professional and academic experience will serve Gig Harbor's Design Commission quite well.

I have enclosed an abbreviated copy of my CV, which highlights my experience. Please don't hesitate to call if you have any questions. I look forward to talking with you soon.

Sincerely,



Caroline T. Swope

CAROLINE T. SWOPE  
1907 NORTH CEDAR ST.  
TACOMA, WA 98406  
253-752-8848  
CSWOPE@SCCD.CTC.EDU

## EDUCATION

- Ph.D., Art History, University of Washington, Seattle, Washington, March 2003  
Major Areas: 19<sup>th</sup> Century American Art and Architectural History  
Secondary Area: Native American Architecture  
Dissertation: "Redesigning Downtown: The Creation of German Villages in American Small Towns"
- M.S.H.P., Historic Preservation, Ball State, Muncie, Indiana, May 1994  
Major Areas: Architectural History and Community Planning  
Thesis: "The Swope-Ludwig House: A Historic Structures Report of an 1860 Farmstead"
- B.A., Salem College, Winston-Salem, North Carolina, May 1992  
Triple Major: Art History, History, and Interior Design  
January term abroad, Spain, Portugal and Morocco, 1990  
Summer term abroad, Florence, Italy, 1991

## PUBLICATIONS

- Classic Houses of Seattle: High Style to Vernacular, 1870-1950.* Timber Press: Portland, Oregon, 2005.
- "Raising the Stakes: Manufactured Heritage, Coast Salish Identity and Casino Architecture." *Traditional Dwellings and Settlements Working Paper Series.* Vol. 106. 1998-1999.

## PROFESSIONAL EXPERIENCE

- Independent Consultant for Historic Architectural Projects, 1999-present.  
*Determine suitability of new architectural additions, match new interior details, and research house histories and styles for residential structures.*
- Project Historian, Historical Research Associates, Seattle, October 1999-August 2000.  
*Conducted primary research on historic buildings, inventoried sites, and composed client reports for historic structures.*
- Project Historian, United States Department of the Interior, Historic American Building Survey and Historic American Engineering Record (HABS and HAER), Olympic National Park Project, Port Angeles, Washington, Summer 1999.  
*Researched primary sources in federal, park, and local archives to document the history of engineering structures in Olympic National Park.*
- Independent Preservation Consultant, City of Tacoma, Washington, Summer 1995.  
*Helped city's historic preservation staff update and transfer existing paper files on historic neighborhoods to a central computerized file.*
- Independent Architectural Consultant, Lexington Downtown Development Association, Lexington, Virginia, Summer 1994.  
*Compiled an architectural survey of more than one hundred buildings in the downtown business core. Completed state training in IPS (Integrated Preservation Software), the computer program developed for National Park Service heritage surveys.*

- Independent Architectural Consultant, Fairmount, Indiana, December 1993-April 1994.  
*Prepared façade restoration drawings and advised on building renovations for a late 19<sup>th</sup> century community.*
- Intern, Lexington Downtown Development Association, Lexington, Virginia, Summer 1993.  
*Prepared Federal Historic Tax Credit forms, designed brochures and publicity information, and organized fund-raisers. Attended two state Main Street conferences and design review board meetings for the city.*
- Intern, Winston-Salem and Forsyth County, North Carolina Historic Preservation Officer, January 1992.  
*Developed design review guidelines for Historic Bethabra, an 18th century Moravian village and archaeological site. Attended city and county design review meetings. Updated office preservation files.*

## SELECTED TEACHING EXPERIENCE

- Instructor, Department of Art, Seattle Central Community College, April 2000-present.  
Art 100: Art Appreciation  
Art 105: Late 19<sup>th</sup> and Early 20<sup>th</sup> Century Art & Architecture  
Art 251, 252, 253: Western Art & Architecture Survey (prehistoric to present)  
*Courses are focused on basic identification and the ability to actively synthesize information regarding historical, cultural, and artistic events.*
- Instructor, Department of Art History, University of Washington, March 2001.  
Art History 400C: Architecture of Washington State  
*Experimental new course, designed by me, which focused on architectural and social history of Washington State. Advanced students also completed H.S.R.'s on historic homes in the Ballard and Queen Anne Neighborhoods of Seattle.*

## PROFESSIONAL SERVICE AND ASSOCIATIONS

- Board Member, University of Washington Architectural Commission, Seattle, Washington, 1997-2000.  
*Reviewed and approved architectural projects at the University of Washington, Seattle and Tacoma campuses. Appointed by the Graduate and Professional Student Senate.*
- Vice-President, Society of Architectural Historians, Marion Dean Ross Chapter, 1997-1999.  
*Worked with board of directors to stimulate interest in the architectural heritage of the Pacific Northwest and to organize the annual conference.*
- Revitalization Studio for Fairmount, Indiana, Ball State University, Muncie, Indiana, Fall 1993.  
*Worked with a team of architects, landscape designers, and preservationists to compile and active revitalization handbook for the town. Surveyed the main commercial district, discussed streetscape, economics/grants, underutilized buildings, commerce, and tourism with community residents.*
- Graduate Assistant, Ball State University, Department of Architecture, 1992-1993.  
*Responsible for the organization and daily operation of the University Drawing and Document Archives. Repaired and cleaned historic architectural drawings and models. Catalogued existing items and acquired new items for the collection. Provided research information for HABS-HAER documentation as well.*



# CLASSIC HOUSES OF SEATTLE

*High Style to Vernacular, 1870-1950*

CAROLINE T. SWOPE



November 26, 2005

Caroline T. Swope  
1907 N. Cedar St.  
Tacoma, WA 98406

Kristin Moerler  
Associate Planner  
City of Gig Harbor  
3510 Grandview  
Gig Harbor, WA 98335

Dear Ms. Moerler,

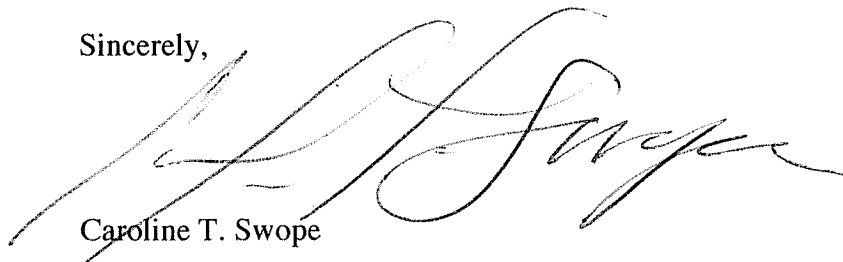
This letter is to express my interest in serving on the Gig Harbor Historic Design Commission. Ms. Sachon notified me of the position while I helped her determine style for many of the buildings within your historic district. We met while I was giving a lecture on my book, "Classic Houses of Seattle: High Style to Vernacular, 1870-1950."

I hold a Masters in Historic Preservation, and a doctorate in Architectural History. My dissertation explored the commercial redevelopment of Leavenworth, WA and the complex issues of historic preservation, redevelopment, property rights, design review implementation, and tourism that created the current commercial district. I have extensive background in working with small town design review boards and have consulted on historic preservation at both local and national levels. I also have experience working on architectural documentation projects, and preparing register nominations.

I am passionate about historic preservation, and the myriad of opportunities and challenges smaller communities face while trying to maintain their unique identities in a world increasingly defined by MacDonald's and MacMansions. I believe my breadth of professional and academic experience will serve Gig Harbor's Design Commission quite well.

I have enclosed a current copy of my CV for your examination. Please don't hesitate to call if you have any questions. I look forward to talking with you soon.

Sincerely,



Caroline T. Swope

RECEIVED  
CITY OF GIG HARBOR  
NOV 29 2005  
COMMUNITY  
DEVELOPMENT



CAROLINE T. SWOPE  
1907 NORTH CEDAR ST.  
TACOMA, WA 98406  
253-752-8848  
CSWOPE@SCCD.CTC.EDU

## EDUCATION

- Ph.D., Art History, University of Washington, Seattle, Washington, March 2003  
Major Areas: 19<sup>th</sup> Century American Art and Architectural History  
Secondary Area: Native American Architecture  
Dissertation: "Redesigning Downtown: The Creation of German Villages in American Small Towns"
- M.S.H.P., Historic Preservation, Ball State, Muncie, Indiana, May 1994  
Major Areas: Architectural History and Community Planning  
Thesis: "The Swope-Ludwig House: A Historic Structures Report of an 1860 Farmstead"
- B.A., Salem College, Winston-Salem, North Carolina, May 1992  
Triple Major: Art History, History, and Interior Design  
January term abroad, Spain, Portugal and Morocco, 1990  
Summer term abroad, Florence, Italy, 1991

## PUBLICATIONS

- Classic Houses of Seattle: High Style to Vernacular, 1870-1950.* Timber Press: Portland, Oregon, 2005.
- "Raising the Stakes: Manufactured Heritage, Coast Salish Identity and Casino Architecture." *Traditional Dwellings and Settlements Working Paper Series.* Vol. 106. 1998-1999.

## PROFESSIONAL EXPERIENCE

- Preservation Consultant for ITM Associates, Bellevue, Washington, 2005  
*Determine suitability of new architectural additions, match new interior details, and research house histories and styles for residential and commercial structures.*
- Independent Consultant for Historic Architectural Projects, 1999-present.  
*Determine suitability of new architectural additions, match new interior details, and research house histories and styles for residential structures.*
- Project Historian, Historical Research Associates, Seattle, October 1999-August 2000.  
*Conducted primary research on historic buildings, inventoried sites, and composed client reports for historic structures.*
- Project Historian, United States Department of the Interior, Historic American Building Survey and Historic American Engineering Record (HABS and HAER), Olympic National Park Project, Port Angeles, Washington, Summer 1999.  
*Researched primary sources in federal, park, and local archives to document the history of engineering structures in Olympic National Park.*
- Independent Preservation Consultant, City of Tacoma, Washington, Summer 1995.  
*Helped city's historic preservation staff update and transfer existing paper files on historic neighborhoods to a central computerized file.*

Independent Architectural Consultant, Lexington Downtown Development Association, Lexington, Virginia, Summer 1994.

*Compiled an architectural survey of more than one hundred buildings in the downtown business core. Completed state training in IPS (Integrated Preservation Software), the computer program developed for National Park Service heritage surveys.*

Independent Architectural Consultant, Fairmount, Indiana, December 1993-April 1994.

*Prepared façade restoration drawings and advised on building renovations for a late 19<sup>th</sup> century community.*

Intern, Lexington Downtown Development Association, Lexington, Virginia, Summer 1993.

*Prepared Federal Historic Tax Credit forms, designed brochures and publicity information, and organized fund-raisers. Attended two state Main Street conferences and design review board meetings for the city.*

Intern, Winston-Salem and Forsyth County, North Carolina Historic Preservation Officer, January 1992.

*Developed design review guidelines for Historic Bethabra, an 18th century Moravian village and archaeological site. Attended city and county design review meetings. Updated office preservation files.*

Intern, Brookgreen Gardens Museum, Murrells Inlet, South Carolina, August 1991.

*Worked on sculpture maintenance and conservation, and helped organize research files for the staff art historian. Researched background information for new acquisitions. Helped research material for their catalogue of works, Brookgreen Gardens Sculpture, Volume II.*

## TEACHING EXPERIENCE

Instructor, Department of Art, Seattle Central Community College, April 2000-present.

Art 100: Art Appreciation

Art 105: Late 19<sup>th</sup> and Early 20<sup>th</sup> Century Art & Architecture

Art 251, 252, 253: Western Art & Architecture Survey (prehistoric to present)

*Courses are focused on basic identification and the ability to actively synthesize information regarding historical, cultural, and artistic events.*

Instructor, Department of Art History, University of Washington, March 2001.

Art History 400C: Architecture of Washington State

*Experimental new course, designed by me, which focused on architectural and social history of Washington State. Advanced students also completed H.S.R. 's on historic homes in the Ballard and Queen Anne Neighborhoods of Seattle.*

Instructor, Department of English, University of Washington, 1999-2000.

English 197: Writing (linked with the Art History survey)

*Designed and taught course focused on writing skills associated with art history.*

Reader, Department of Art History, University of Washington, Spring Quarter 1998.

Art/Architectural History 488: American Architecture

*Administered and graded all midterms and finals.*

Teaching Assistant, Department of Art History, University of Washington, 1996-2000.

Art History 202 (Medieval-Renaissance), 203 (Baroque-Modern), 205 (Tribal), 206 (Native American), and Writing Center

*Responsible for assisting introductory level surveys of art history for approximately 70 students per quarter. Worked with a team of teaching assistants to develop paper assignments, tests, and additional curriculum material. As the Writing Center T.A. I was responsible for helping more than 200 students with their grammar and composition skills. Student skill levels ranged from ESL to advanced art history majors.*

Graduate Student Teaching Coordinator for Art History, University of Washington, Seattle, 1996-1998.  
*Responsible for training all graduate teaching assistants for the Art History department and for organizing several workshops on enhancing teaching effectiveness.*

Graduate Research Assistant, Department of Art History, University of Washington, Fall 1995.  
*Developed and launched course website.*

Graduate Assistant, Department of Architecture, Ball State University, 1993-1994.  
*Prepared teaching materials for undergraduate and graduate architectural history courses. Developed summary sheets, tests, and lecture presentations. Also responsible for researching new lecture materials.*

## CONFERENCE PAPERS

“Casino Games: Created Culture and Coast Salish Identity” Society of Architectural Historians, Marion Dean Ross Chapter, Bellingham, Washington, October 8, 2005.

“Round Barn Road: Agriculture, Education, Industry and the Development of American Round Barns.” Society of Architectural Historians, National Meeting, Providence, Rhode Island, April 15, 2004

“Go Abroad This Year: Visiting Germany in the United States.” Society of Architectural Historians, Marion Dean Ross Chapter, Victoria, Canada, October 4, 2003.

“Raising the Stakes: Manufactured Heritage, Coast Salish Identity and Casino Architecture.” International Association of Traditional Environments (IASTE), Cairo, Egypt, December 17, 1998.

“The History of American Round Barns.” Society of Architectural Historians, Marion Dean Ross Chapter, Ashland, Oregon, October 7, 1995.

## PROFESSIONAL SERVICE AND ASSOCIATIONS

Board Member, University of Washington Architectural Commission, Seattle, Washington, 1997-2000.  
*Reviewed and approved architectural projects at the University of Washington, Seattle and Tacoma campuses. Appointed by the Graduate and Professional Student Senate.*

Vice-President, Society of Architectural Historians, Marion Dean Ross Chapter, 1997-1999.  
*Worked with board of directors to stimulate interest in the architectural heritage of the Pacific Northwest and to organize the annual conference.*

Co-Chair of the Graduate Students of Art History Annual Colloquium: “Form and Function: essays on aesthetics and utility in art,” University of Washington, Seattle, Washington, May 1995-April 1996.  
*Acquired keynote speaker, raised funds, sent out the call for papers and selected abstracts.*

Revitalization Studio for Fairmount, Indiana, Ball State University, Muncie, Indiana, Fall 1993.  
*Worked with a team of architects, landscape designers, and preservationists to compile and active revitalization handbook for the town. Surveyed the main commercial district, discussed streetscape, economics/grants, underutilized buildings, commerce, and tourism with community residents.*

Graduate Assistant, Ball State University, Department of Architecture, 1992-1993.  
*Responsible for the organization and daily operation of the University Drawing and Document Archives. Repaired and cleaned historic architectural drawings and models. Catalogued existing items and acquired new items for the collection. Provided research information for HABS-HAER documentation as well.*

College Art Association, 1996-present

Society of Architectural Historians, National and Marion Dean Ross Chapter, 1997-present

Vernacular Architecture Forum, 1996-present

Ballard Historical Society, 1998-2002  
Chair of Old Homes Committee 1998-2000  
Vice President 1999-2000  
President 2000-2001

Tacoma Historical Society, 2005-

## HONORS

Professional Development Grant, Seattle Central Community College, 2005

President's Professional Development Fund, Seattle Central Community College, 2003.

Professional Development Grant, Seattle Central Community College, 2003.

Luce Fellowship in American Art, Luce Foundation, 2000.

Huckabay Fellowship, Graduate School, University of Washington, 1998-1999.

Fowler Fellowship, Graduate School, University of Washington, 1998.

School of Art Special Projects Award, University of Washington, 1998.

Department of Art Special Projects Award, University of Washington, 1998.

Recruitment Fellowship, Art Department, University of Washington, 1994-1995.

President's Award for Art, Salem College, 1992.

## SPEAKING ENGAGEMENTS

"Identifying Your Home Style"  
Tacoma Public Library, Authors Live Series, November 5, 2005

"Classic Houses of Seattle"  
University of Washington Book Store, Seattle, November 1, 2005

"Stylistic Interpretations and Seattle Housing Stock"  
South West Seattle Historical Society, October 27, 2005

"Classic Houses of Seattle: High Style to Vernacular & Seattle's Bungalow Magazine"  
Seattle Public Library, Main Library, October 11, 2005

"Classic Houses of Seattle & Your Historic Home"  
Ballard Historical Society, October 5, 2005

"Identifying the Period and Architectural Style of Your House"  
Ballard Historical Society, Seattle, Washington, October 30, 2003, February 5, 2001, February 8, 2000, and February 24, 1999.

Clallam County Historical Society, Port Angeles, Washington, April 28, 2002 and April 7, 2001

“How to Research the History of Your Old Home”

Ballard Historical Society, Seattle, Washington, April 30, 2003

“Period Interiors from the Late 19<sup>th</sup> Century to the Early 20<sup>th</sup> Century”

Ballard Historical Society, Seattle, Washington, March 7, 2000.



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: FIRST READING OF AN ORDINANCE RELATING TO ANNEXATION**  
**AND ZONING - RAINBOW BURNHAM ANNEXATION (ANX 04-03)**  
**DATE: JANUARY 9, 2006**

### INFORMATION/BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 34.32 acres of property located west of Burnham Drive NW, north of 96<sup>th</sup> Street NW, and east of SR-16 adjacent to the existing City limits. At the June 13, 2005 meeting, the City Council accepted the notice of intention and authorized the circulation of an annexation petition.

The City received a petition for annexation on June 28, 2005, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on July 13, 2005 as being legally sufficient.

At the conclusion of a public hearing on October 24, 2005, the Council passed Resolution No. 655 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration. The Boundary Review Board deemed the annexation approved on December 21, 2005.

Adoption of an ordinance annexing the property and establishing zoning is in order. The City Attorney has reviewed and approved the attached ordinance for your consideration.

### POLICY CONSIDERATIONS

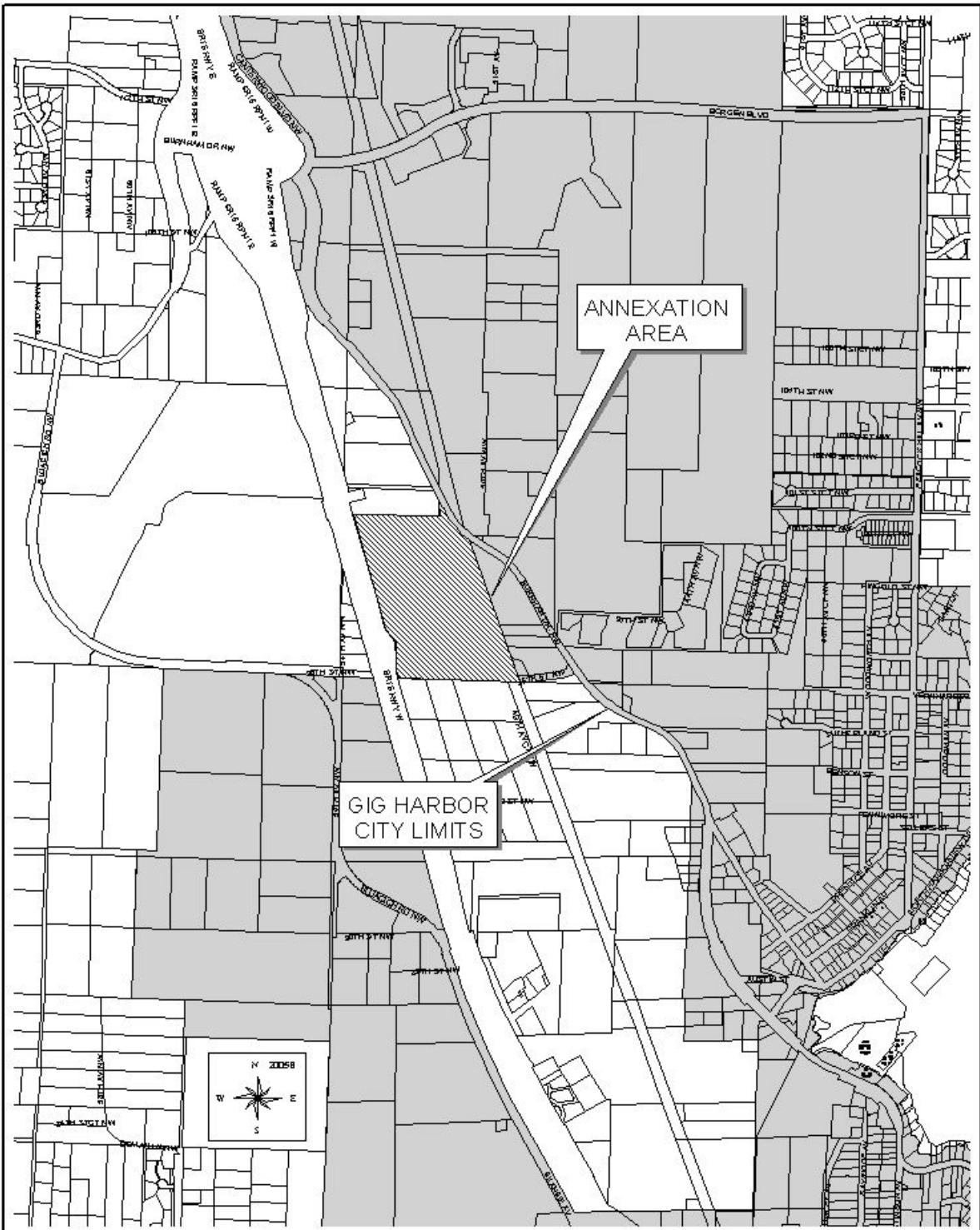
None.

### FISCAL IMPACT

None.

### RECOMMENDATION

I recommend that the Council approve the ordinance as presented following the second reading.



VICINITY MAP  
RAINBOW BURNHAM LLC (ANX 04-03)



Pierce County

Boundary Review Board

2401 South 35th Street  
Tacoma, Washington 98409-7460  
(253) 798-7156 • FAX (253) 798-3680

December 21, 2005

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

RE: Proposed Annexation to City of Gig Harbor – “Rainbow Burnham” A-05-11

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on November 1, 2005, and the Board’s jurisdiction has not been invoked.

Accordingly, as provided by RCW 36.93.100, the subject proposal is deemed approved by the Boundary Review Board.

The City of Gig Harbor needs to submit a certified copy of its final ordinance, along with the attached legal description, formally extending its boundaries to accomplish completion of the proposal. The ordinance should come directly to the Boundary Review Board for distribution to all concerned County departments.

Sincerely,

A handwritten signature in cursive script that reads "Toni Fairbanks".

Toni Fairbanks  
Chief Clerk

f:\clerk\brb\annexations\GH Rainbow Burnham.doc  
Enclosure



Printed on recycled paper



**Exhibit A**  
**Rainbow Burnham Annexation Legal Description ANX 04-03**

PIERCE COUNTY PLANNING  
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

**EXHIBIT "A"**

PERIMETER DESCRIPTION:

COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M AT A POINT 259.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST WHICH IS 70 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST TO THE EAST LINE OF THE TACOMA-CUSHMAN POWER LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE TO THE EASTERLY MARGIN OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO INTERSECT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON.

**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY THIRTY-FOUR (34) ACRES OF PROPERTY LOCATED WEST BURNHAM DRIVE NW, NORTH OF 96<sup>TH</sup> STREET NW, AND EAST OF HIGHWAY 16, LOCATED IN PIERCE COUNTY (ANX 04-03), ADOPTING MEDIUM-DENSITY RESIDENTIAL (R-2) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.**

---

WHEREAS, on February 29, 2005, the City of Gig Harbor received a Notice of Intent to Annex approximately thirty-four (34) acres of property located west Burnham Drive NW, north of 96<sup>th</sup> Street NW, and east of Highway 16, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

WHEREAS, the Notice of Intent was signed by the owners of not less than ten percent (10%) of the acreage of the property; and

WHEREAS, on June 13, 2005, the City Council met with the initiators of the petition and voted (Picinich/Ekberg, 4-2-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Medium-Density Residential (R-2) zoning and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on June 28, 2005, a petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on July 13, 2005, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, On September 1, 2005, the applicant submitted of a wetland analysis report for the subject property pursuant to GHMC Section 18.08.090; and

WHEREAS, the property described in Exhibit A and graphically depicted on Exhibit B and proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

WHEREAS, the City of Gig Harbor Comprehensive Plan, adopted in December, 2004, established the land use map designation for this area as Residential Low, along with pertinent goals and objectives, to guide the development of the annexation area over the next twenty years; and

WHEREAS, the proposed pre-annexation zoning of Medium-Density Residential (R-2) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on October 24, 2005, the City Council, following a public hearing on the annexation petition, the voted to City Council declare its intent to authorize and approve the annexation and the proposed pre-annexation Medium-Density Residential (R-2) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval; and

WHEREAS, on October 26, 2005, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on November 8, 2005, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as November 1, 2005, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on December 16, 2005; and

WHEREAS, on December 21, 2005, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described and graphically depicted in Exhibit A; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting's of January 9 and 23, 2006; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately thirty-four (34) acres of property located west Burnham Drive NW, north of 96<sup>th</sup> Street NW, and east of Highway 16, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately thirty-four (34) acres of property located west Burnham Drive NW, north of 96<sup>th</sup> Street NW, and east of Highway 16, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City,

including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and

- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Medium-Density Residential (R-2), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Community Development Director is hereby instructed to effectuate the necessary changes to the Official Zoning Map of the City in accordance with the zoning established in Section 1.

Section 3. The Gig Harbor City Clerk hereby declares the property described and graphically depicted in Exhibit A to be contiguous with the boundaries of the City of Gig Harbor.

Section 4. The City Clerk is hereby directed to record a certified copy of this ordinance with the office of the Pierce County Auditor.

Section 5. This ordinance shall take effect five days after passage and publication as required by law.

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_ 2006.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_

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

**Exhibit A**  
**RAINBOW BURNHAM LLC ANNEXATION (ANX 04-03)**  
**LEGAL DESCRIPTION**

PIERCE COUNTY PLANNING  
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

**EXHIBIT "A"**

PERIMETER DESCRIPTION:

COMMENCING ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31, TOWNSHIP 22 NORTH, RANGE 2 EAST OF THE W.M AT A POINT 259.10 FEET WEST OF THE SOUTHEAST CORNER OF SAID TRACT; THENCE WEST ALONG SAID SOUTH LINE 90 FEET; THENCE NORTHEASTERLY TO A POINT ON THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST WHICH IS 70 FEET NORTH OF THE SOUTH LINE OF SAID TRACT AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST TO THE EAST LINE OF THE TACOMA-CUSHMAN POWER LINE RIGHT OF WAY; THENCE SOUTHEASTERLY ALONG SAID EAST LINE TO THE SOUTH LINE OF AFOREMENTIONED SOUTHWEST QUARTER OF SECTION 31; THENCE WEST ALONG SAID SOUTH LINE TO THE EASTERLY MARGIN OF STATE ROUTE 16; THENCE NORTHWESTERLY ALONG SAID EASTERLY MARGIN TO INTERSECT THE NORTH LINE OF THE SOUTH HALF OF THE SOUTH HALF OF THE SOUTH HALF OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 31; THENCE EAST ALONG SAID NORTH LINE TO THE WEST LINE OF THE CITY OF TACOMA TRANSMISSION LINE RIGHT OF WAY; THENCE NORTH ALONG SAID WEST LINE TO THE WESTERLY MARGIN OF BURNHAM DRIVE NORTHWEST; THENCE SOUTHEASTERLY ALONG SAID WESTERLY MARGIN TO THE TRUE POINT OF BEGINNING.

TOGETHER WITH AND SUBJECT TO EASEMENTS OF RECORD.

SITUATE IN PIERCE COUNTY, STATE OF WASHINGTON.

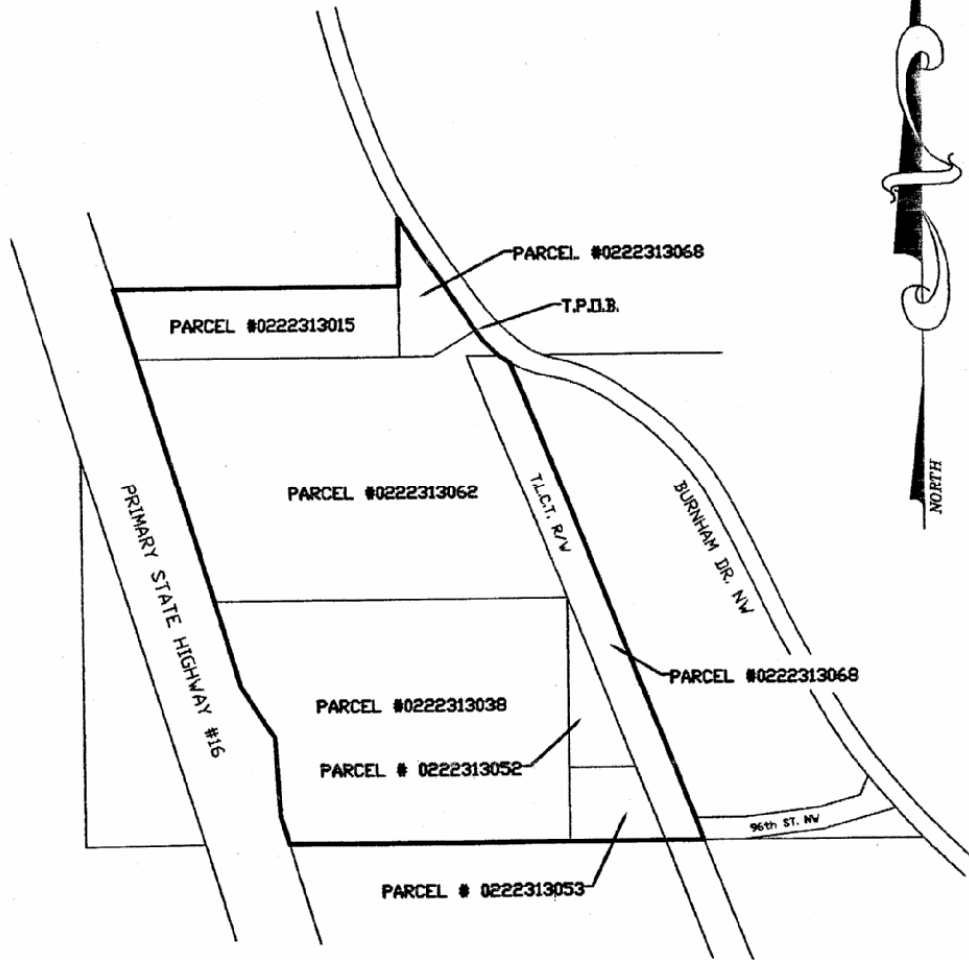
Exhibit B  
RAINBOW BURNHAM LLC ANNEXATION (ANX 04-03)  
ANNEXATION AREA MAP

PIERCE COUNTY PLANNING  
& LAND SERVICES

APR 04 2005

PIERCE COUNTY

# EXHIBIT "B"



GRAPHIC SCALE



( IN FEET )  
1 inch = 400 ft.





**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: FIRST READING OF AN ORDINANCE RELATING TO**  
**EXTENSIONS OF WATER AND SEWER SERVICE, AMENDING**  
**GIG HARBOR MUNICIPAL CODE SECTION 13.34.070.**  
**DATE: JANUARY 9, 2006**

**INFORMATION/BACKGROUND**

The City Council deferred action on an outside utility extension request from Mark Veitenhans at the October 10, 2005 meeting. At that time, the City Attorney suggested an amendment to the ordinance relating to utility extensions to address issues discussed at the meeting.

The proposed revisions clarify under what circumstances and what conditions it is appropriate to extend water and sewer services outside the city limits.

**RECOMMENDATION**

I recommend approval of the draft Ordinance as presented following a second reading.



STATE OF WASHINGTON

DEPARTMENT OF COMMUNITY, TRADE AND ECONOMIC DEVELOPMENT  
128 - 10<sup>th</sup> Avenue SW • PO Box 42525 • Olympia, Washington 98504-2525 • (360) 725-4000

November 30, 2005

The Honorable Gretchen Wilbert  
Mayor of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335

RE: Proposed amendments to Gig Harbor's municipal code section 13.34.070 relating to extensions of water and sewer outside city limits and outside the city's urban growth area

Dear Mayor Wilbert:

Thank you for sending the Washington State Department of Community, Trade and Economic Development (CTED) the proposed amendments to Gig Harbor's development regulations that we received on October 26, 2005.

We are concerned that this amendment proposes a mechanism to extend sewer service to private property outside the city's urban growth area (UGA). The Growth Management Act (GMA) prohibits extension of urban services outside a city's UGA unless the extension is necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development.<sup>1</sup> The GMA defines water service as both an urban and a rural service depending on how it is provided.<sup>2</sup> However, sewer service is defined only as an urban service, and urban services may be extended outside a UGA only under the circumstances described above.

We suggest the city distinguish between water service and sewer service to reflect the distinction contained in the GMA. If there is a need to extend water service to rural lands adjacent to the city, we recommend the city ensure that these are provided in a way that is consistent with Pierce County's policies governing rural levels of service and the *Gig Harbor Peninsula Community Plan*. We suggest that the provisions for extension of sewer service to property outside the UGA be removed from this section of the ordinance. We also suggest that section 13.43.010(B) of the Gig Harbor Municipal Code, which states that "the city's extension of water and sewer service outside the city limits to property not contained within the city's urban growth area is inappropriate" be made consistent.

---

<sup>1</sup> RCW 36.70A.110(4)

<sup>2</sup> RCW 36.70A.010(17) and (20)

The Honorable Gretchen Wilbert  
November 30, 2005  
Page 2

Thank you for submitting these draft amendments to our office for review. If you have any questions or concerns about our comments or any other growth management issues, please call me at (360) 725-3064. We extend our continued support to the City of Gig Harbor in achieving the goals of growth management.

Sincerely,



Anne Aurelia Fritzel, AICP  
Associate Planner  
Growth Management Services

AAF:lw

cc: John Vodopich, AICP, Community Development Director, City of Gig Harbor Planning & Building Services  
Charles Kleeberg, Director, Pierce County Planning and Land Services  
Kathy Taylor, Local Liaison, Puget Sound Action Team  
Hugo Flores, GMA Coordinator, Washington State Department of Natural Resources  
Leonard Bauer, AICP, Managing Director, Growth Management Services, CTED  
David Andersen, AICP, Planning Review Team Manager, Growth Management Services, CTED

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO EXTENSIONS OF WATER AND SEWER OUTSIDE CITY LIMITS AND OUTSIDE THE CITY'S URBAN GROWTH AREA, AS NECESSARY TO PROTECT BASIC PUBLIC HEALTH, SAFETY, WELFARE AND THE ENVIRONMENT, AMENDING GIG HARBOR MUNICIPAL CODE SECTION 13.34.070.**

---

WHEREAS, the Growth Management Act provides that it is "not appropriate" for cities to extend or expand "urban governmental services" into rural areas, "except in those limited circumstances shown to be necessary to protect basic public health and safety and the environment and when such services are financially supportable at rural densities and do not permit urban development" (RCW 36.70A.110(4)); and

WHEREAS, the City of Gig Harbor has incorporated this language into chapter 13.34 of the Gig Harbor Municipal Code, which allows such extensions for municipal corporations or quasi-municipal corporations (GHMC Section 13.34.070); and

WHEREAS, the City Council desires to amend the code to allow private individuals to take advantage of the benefits of GHMC Section 13.34.070, on condition of compliance with all requirements of RCW 36.70A.110(4)); and

WHEREAS, the SEPA Responsible Official issued a threshold decision of non-significance on November 3, 2005, which was not appealed; and

WHEREAS, a copy of this Ordinance was sent to the Washington State Department of Community Trade and Development on October 25, 2005, pursuant to RCW 36.70A.160; and

WHEREAS, the Washington State Department of Community Trade and Development provided comment on the draft Ordinance in a letter dated November 30, 2005 suggesting, in part, that the city distinguish between water service and sewer service to reflect the distinction contained in the GMA.

WHEREAS, the draft Ordinance was subsequently revised and resubmitted to the Washington State Department of Community Trade and Development for review on December 19, 2005

WHEREAS, the Gig Harbor City Council held a public hearing and considered this Ordinance at first reading on \_\_\_\_\_, 2006; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on \_\_\_\_\_, 2006; Now, Therefore,

BE IT ORDAINED by the City Council of the City of Gig Harbor, Washington as follows:

Section 1. Section 13.34.070 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**13.34.070 Extensions for public health, safety or environmental reasons.**

A. Municipal corporations or quasi-municipal corporations such as water, sewer or fire districts may make application for expansion or extensions of water or sewer service to their property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate all of the following:

1. the expansion or extension is necessary to protect basic public health, safety and ~~for~~ the environment; and

2. the expansion or extension is financially supportable at rural densities; and

3. the expansion or extension does not permit urban development.

This showing may include, among other documentation, an emergency order issued by the Department of Ecology relative to any sewer extension request.

B. Owners of property located outside the city urban growth area boundary may make application for expansion or extension of water service to their property outside the city urban growth area boundary if, in addition to all other requirements of this title, the applicant can demonstrate all of the following:

1. the expansion or extension is necessary to protect basic public health, safety and the environment; and
2. the expansion or extension is financially supportable at rural densities; and
3. the expansion or extension of water service is into an area identified to be within the City's Water Service Area; and
4. the expansion or extension does not permit urban development.

B.C. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of water service if the council finds:

1. That the requested service is necessary to protect basic public health and safety and the environment;

2. That the requested service is financially supportable at rural densities and does not permit urban development;

3. That the extension or expansion is consistent with the goals of the City's water and sewer comprehensive plans and all other applicable law, including, but not limited to, the Public Water System Coordination Act (Chapter 70.116 RCW), and the State Environmental Policy Act (Chapter 42.31C RCW).

D. The city council shall review the application and may, in its sole discretion, allow the extension or expansion of sewer service if the council finds:

1. That the City's NPDES permit will not be affected by the extension or expansion; and

2. That the extension or expansion is consistent with the goals of the City's sewer comprehensive plan and all other applicable law,

including, but not limited to, the State Environmental Policy Act (Chapter 42.31C RCW).

~~CE.~~ The Council's approval of any extension or expansion under the criteria in subsection A and B of this section may be conditioned. Such conditions may include, but shall not be limited to, upon the following:

1. Restrictions may be placed on the hours that the City will accept sewage flow from the applicants.

2. Restrictions may be placed on the amount of sewage flow or water provided to the applicant.

~~3. For extensions outside the city's urban growth boundary area,~~  
The applicant shall have the responsibility to maintain and operate its own facilities.

~~4. Any other conditions the council considers appropriate.~~

Section 2. Severability. If any section, subsection, paragraph, sentence, clause or phrase of this ordinance is declared unconstitutional or invalid for any reason, such invalidity shall not affect the validity or effectiveness of the remaining portions of this ordinance.

Section 3. Effective Date. This ordinance shall take effect and be in full force and effect five (5) days after its passage, approval and publication as required by law.

PASSED by the Council of the City of Gig Harbor, this \_\_\_th day of \_\_\_\_\_, 2006.

APPROVED:

\_\_\_\_\_  
MAYOR, CHARLES L. HUNTER

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

---

CITY ATTORNEY, CAROL A. MORRIS

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
DATE PUBLISHED:  
DATE EFFECTIVE:





**COMMUNITY DEVELOPMENT DEPARTMENT**



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: KRISTIN MOERLER, ASSOCIATE PLANNER**  
**SUBJECT: HISTORIC REGISTRY NOMINATION FOR EDDON BOATYARD**  
**DATE: JANUARY 9, 2006**

### INFORMATION/BACKGROUND

The City has received a Historic Registry Nomination for the Eddon Boatyard. This nomination was submitted by John McMillan and Guy Hoppen, and sponsored by Design Review Board Member, Lita Dawn Stanton. The City's Historic Preservation regulations require that when a Historic Registry Nomination is submitted by parties other than the property owner, the owner must be willing to have the property listed, before the Design Review Board is able to review the nomination. This is required because our Historic Preservation Regulations are voluntary.

I am asking the City, as property owner, for approval to proceed with the nomination review process. The nomination will be reviewed by the Design Review Board. If they recommend that the property be listed, that recommendation will be forwarded to Council for the final designation. Please be aware that since this is a voluntary program the City, as property owner, can at any time request to be removed from the Register. While there is a process for removing a property from the Register, if a property owner requests removal from the Register the Council shall remove that property (reference GHMC 17.97.040(B)(4)).

The primary effect of listing Eddon Boatyard on the City's Historic Register will be Design Review Board review of *any* proposed changes to the Boatyard. All proposals to change the use, construct any new building or structure, or reconstruct, alter, restore, remodel, repair, move or demolish a historic property are required to receive a "Certificate of Appropriateness" from the Design Review Board. This is to ensure that any changes made to the building are appropriate given its historic nature. The City would have to go through this public process to make changes to any aspect of the Boatyard included in the nomination (the Boatyard building, the inner and outer ways and the associated dock and float).

At present, the nomination is for the Boatyard only and does not include the residence located on site. The residence is known to have at least some historical value due to its association with the Boatyard and date of construction. I understand that the nominators choose not to include the residence due to the present uncertainty as to what role the house may have in the future development of the park and did not want to prevent or complicate a future decision to remove or remodel the home. As property owner, the City may choose to nominate the residence. If Council would like to have staff draft a nomination for the residence, please direct staff to do so.

### RECOMMENDATION

I recommend that the council authorize staff to proceed with the nomination process for the Eddon Boatyard.



**POLICE**

**TO: MAYOR CHUCK HUNTER AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY REPORT FOR DECEMBER 2005**  
**DATE: JANUARY 9<sup>TH</sup>, 2006**

**DEPARTMENTAL ACTIVITIES**

Year 2005 totals show we saw an increase of 475 reports written in 2005 compared to 2004 (2004/1332, 2005/1807). DUI arrests in 2005 are up by 28 when compared to 2004 (2004/42, 2005/70) and infractions in 2005 were up by 296 when compared to 2004 (2004/1033, 2005/1329). Statistics show our 2005 traffic accidents were down by 8 accidents when compared to 2004 (2004/207, 2005/199). Below you will find a table that tracks the age categories of our traffic accidents this last year and the locations of our December traffic accidents.

**TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2005**

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	1	1	2	8
February	4	2	5	4
March	4	6	9	3
April	3	4	5	2
May	2	6	9	6
June	4	1	1	6
July	1	7	2	6
August	3	3	3	6
September	5	2	6	3
October	2	2	8	4
November	5	5	7	6
December	1	2	4	9
<b>YTD Totals</b>	<b>35</b>	<b>41</b>	<b>61</b>	<b>63</b>

**TRAFFIC ACCIDENT LOCATION REPORT FOR DECEMBER 2005**

**LEGEND:**

P-LOT- PARKING LOT                      H&R- HIT & RUN  
 NON - NON INJURY                        INJ- INJURY  
 RED/CYC- PEDESTRIAN/CYCLIST        R/A- ROUNDABOUT

<u>DATE</u>	<u>LOCATION</u>	<u>TYPE</u>	<u>CASE#</u>
12-01-05	Olympic & Pt. Fosdick	INJ	GH051479
12-08-05	8800 N. Harborview	NON	GH051509
12-09-05	Pt. Fosdick & 36 <sup>th</sup> St.	NON	GH051512
12-13-05	Olympic Dr & Hwy 16	NON	GH051534
12-15-05	Harborview & Dorotich St	INJ	GH051544
12-16-05	Olympic @ SR 16	NON	GH051546
12-16-05	Wollochet & Hunt	NON	GH051549
12-16-05	Rosedale & Stinson	NON	GH051552
12-19-05	Olympic & Pt. Fosdick	INJ	GH051565
12-19-05	Wollochet & Filmore	INJ	GH051569
12-21-05	Soundview & Hunt	NON	GH051577
12-21-05	Pt. Fosdick & 39 <sup>th</sup> St.	INJ	GH051578
12-21-05	Wollochet & SR 16	NON	GH051582
12-27-05	Olympic @ SR 16	INJ	GH051597
12-28-05	Olympic @ SR16	NON	GH051600
12-29-05	8800 N. Harborview	PED/CYC	GH051604
12-30-05	Olympic & Pt. Fosdick	INJ	GH051611

Misdemeanor arrests in 2005 were up by 144 (2004/230, 2005/374) and our felony arrests were down by 12 (2004/128, 2005/116). For every ticket our officers wrote in 2005, 1.69 verbal warnings were given (2246 warnings and 1329 tickets).

Attached you will find several graphs that track 2004 and 2005 monthly statistics. I have updated the graphs for December so you can visually evaluate and track our activity trends over the last year (remember some of the graphs contain cumulative numbers).

**The Reserve Unit** supplied 100 hours of volunteer time assisting our officers in December. We are currently completing the background investigation on a reserve candidate.

**The Marine Services Unit** assisted with the "Lighted Boat Parade" on December 10<sup>th</sup>. The unit was inactive during the remainder of December.

**Some of the more interesting calls for the month of December 2005 included:**

- **December 5<sup>th</sup>:** Two teenage males thought it would be funny to smack a traffic flagger in the stomach with a piece of weather-stripping as they drove past him as he was directing traffic. After striking the flagger with the weather-stripping, a construction supervisor gave chase and obtained the suspect's license plate. Sgt. Emmett was able to identify the 17 and 18-year old male suspects and interviewed them later in the day. Both reported that they meant no harm to the flagger and did not realize the consequences of their actions. The flagger was uninjured and the two teenage suspects were arrested for Assault 4<sup>th</sup> degree. Case # 051501

- **December 7<sup>th</sup>:** A 16-year old male walked into a local grocery store and ordered Chinese food. He walked out of the store while eating the food and neglected to pay for the food. The 16-year old was arrested by Officer Chapman for Theft 3<sup>rd</sup> degree. Case # 051504
- **December 8<sup>th</sup>:** Officer Welch followed a motorist into a local gas station to let him know that he had a burnt out headlight. As Officer Welch spoke to the 22-year old male driver, he smelled the strong odor of alcohol. After further investigation, Officer Welch arrested the 22-year old for DUI. The suspect refused the BAC test and was booked into the Pierce County Jail. This was his 2nd DUI. Case # 051506
- **December 9<sup>th</sup>:** Officers were summoned to a local tavern in regards to a 22-year old male that had threatened an employee earlier in the week. The 22-year old was now in the tavern and the officers were aware of three outstanding warrants for the subject. The male was taken into custody for the warrants and a charge of Intimidation with a Weapon. Case # 051516 & 051496

**Summary of incidents during the first week of December included:**

- 2 Non Injury Accidents
- 3 Vehicle Prowls
- 2 Stolen Autos
- **December 12<sup>th</sup>:** At approximately midnight, Officer Dahm checked out a suspicious occupied auto at a local park-n-ride. As Officer Dahm was talking to the 26-year old male occupant, he could see several items in the car that appeared to be stolen property. Officer Welch arrived on the scene and noticed immediately that the shoes the male was wearing were consistent with the shoe print discovered at a burglary scene earlier in the day. During questioning, the male admitted to the burglary along with a few others. The male was taken into custody and the vehicle was towed to GHPD where a search warrant was later served on the vehicle. Several stolen items were located in the vehicle including property from PCSO and KCSO burglaries. The male suspect was charged with Burglary 2<sup>nd</sup>, Residential Burglary and Possession of Drugs. He was booked into the county jail. *Terrific job by Officers Dahm and Welch!* Cases #051526 & 051532
- **December 16<sup>th</sup>:** Officers Cabacungan, Dahm and Reserves Langhelm and Menday took part in a surveillance detail at the Gig Harbor skateboard park. The police department had received information that drugs were being sold and consumed at the park. The officers observed several teens purchasing cigarettes from another teen while at the park. The teens then walked off to a secluded area near the park. The four teenage males, ranging in ages from 14 - 16 were then caught sharing a marijuana pipe. All four teens were arrested for

possession of marijuana and possession of tobacco products and released to their parents. Case #051548

- **December 17<sup>th</sup>:** Officers were dispatched to a local apartment complex on an under-age party. While in the parking lot, Sgt Dougil saw a lighter flicking on and off inside a vehicle. Upon contacting the occupants of the vehicle, a cloud of marijuana smoke rolled out of the vehicle. The investigation led to the arrest of a 16-year old male and an 18-year old male for possession of marijuana, drug paraphernalia, and minors in possession of alcohol. Case #051555
- **December 17<sup>th</sup>:** Officers Jahn and Douglas responded to a domestic violence/child custody incident in progress. A 34-year old female forced her way into her ex-husband's residence and pushed him on the way in. The female was upset because the ex-husband's girlfriend was at the residence while their children were there. The 34-year old was taken into custody for D/V assault and booked into the county jail. Case #051557
- **December 17<sup>th</sup>:** While on patrol, Sgt. Emmett followed a P/U truck that was driving down the middle of the road. During a stop of the vehicle it was determined that the 40-year old male driver was intoxicated. The male was taken into custody for DUI and later blew a .212 & .227 on the BAC machine. Case #051558
- **December 17<sup>th</sup>:** A short time after Sgt. Emmett's DUI, Sgt. Dougil saw a vehicle driving left of center and stopped the vehicle. Sgt Dougil determined that the 45-year old female was intoxicated and arrested her for DUI. Sgt Dougil was working a DUI Emphasis at the time and his arrestee blew a .187 & .188 on the BAC machine. Case #051558.
- **December 18<sup>th</sup>:** While Sgt. Dougil was processing his DUI, Officer Welch saw a vehicle driving down the road just after midnight with no headlights on. Officer Welch stopped the vehicle and determined that the 26-year old female driver was intoxicated. She was also taken into custody for DUI and blew a .106 & .108 on the BAC. Case #051560 (Not bad, three DUI arrests in three hours, talk about a target rich environment!)

**Summary of incidents during the second week of December included:**

- 6 Non Injury Accidents
- 1 Injury Accident
- 2 Hit & Run Accidents
- 8 Vehicle Prowls
- 3 Business Burglaries

- **December 19<sup>th</sup>:** Officer Welch noticed a suspect vehicle traveling westbound on Olympic Drive in the 5100 block without any headlights on. After stopping the driver, a 26-year old female, he observed an open bottle of Vodka behind the rear seat. The driver BAC was .10. Case# 051560
- **December 19<sup>th</sup>:** Officer Welch observed a vehicle exit the parking lot near the Key Bank located at Pt Fosdick and Olympic Drive going sideways. After pulling in behind the vehicle at the traffic light, the driver decided to make a right hand turn onto Pt Fosdick from the outside lane – again by traveling sideways through the intersection. After activating his emergency lights the suspect vehicle drove across the raised divider before driving the wrong way down the divided entry way near Schuck's. The driver's pants were wet and it turned out the 19-year old male had been seen earlier in one of the local taverns by Officer Welch. His BAC was .17. Case# 051562
- **December 19<sup>th</sup>:** Officer Dahm responded to an unwanted girlfriend at a residence in the city. The 21-year old intoxicated female refused all offers for a courtesy ride. After being told she could not drive her vehicle, she began to beat on the windows of her car. Officer Dahm ordered her to stop at which point she turned and hit him in the chest and right arm. She was taken into custody and booked into the Pierce County Jail for assaulting a police officer. Case# 051564,
- **December 19<sup>th</sup>:** Officer Welch responded to a recklessly driven vehicle in the parking lot of Olympic Village. The complainants stated the driver of the suspect vehicle, a 17- year old male, had made a 180 degree turn directly in front of them at the entrance to Olympic Village. They also stated he drove thru the parking lot without headlights on with a passenger hanging out yelling at people. After contact, the driver stated his car had begun to slide as he made the turn so he pulled the emergency brake because he thought it was an emergency (O.K?). Officer Welch spoke with both passengers in the suspect vehicle and both stated the driver had pulled the emergency brake to deliberately cause the vehicle to spin 180 degrees. Too much watching the Fast and the Furious! The driver was arrested for reckless driving. Case# 051570
- **December 20<sup>th</sup>:** Officer Dahm and Welch responded to a burglary at United Rentals. Unknown suspects had thrown a rather large rock through the front window and grabbed the equipment in the window before fleeing the scene. The items taken were valued at approximately \$2800. Case# 051571
- **December 20<sup>th</sup>:** Officer Busey responded to a burglary at Suzanne's on the water. The unknown suspect apparently entered between 5:20 –6:00 a.m. while the lone worker was in a back room of the business. The suspect attempted to steal the cash register during this time. Case# 051572
- **December 21<sup>st</sup>:** Officer Cabacungan and Busey responded to a hit and run with an apparent drunken driver. They located the 51-year old male at his residence



on Grandview. The driver stated he had been on a three week drinking binge. Due to his high level of intoxication, the suspect was unable to do any field sobriety tests and was transported to Allenmore Hospital for a medical check prior to going to jail. His BAC was .31. Case# 051577

- **December 24<sup>th</sup>:** Officer Welch and Allen responded to a domestic violence call. Prior to the phone being disconnected, Dispatch had heard a male saying “why did you attack me?” On arrival it was determined the 36-year old female had struck her husband on the back of the head twice while arguing over the husband taking their 13-month old baby on a truck ride at 11 p.m. in the rain. The female was arrested and booked into the Pierce County Jail. Case# 051591

**Summary of incidents during the third week of December included:**

- 4 Non-injury accidents:
  - 1 Injury accidents:
  - 2 Hit & Run accidents:
  - 2 Vehicle Prowls:
  - 2 Stolen Autos
- 
- **December 28<sup>th</sup>:** Officer Dahm stopped an erratically driven vehicle traveling southbound on Pt. Fosdick from the Safeway parking lot. On contact with the 26-year old female driver, Officer Dahm determined her license was suspended and she was under the influence of methamphetamine. Searching the vehicle after arresting her, Officer Dahm located numerous items of stolen mail along with methamphetamine. The vehicle was transported to the police parking lot where a search warrant was secured for the vehicle by Detective Douglas. The search warrant was served on the vehicle and Detective Douglas discovered a total of 32 victims of mail theft. Seventeen were victims whose financial information was found in the form of account numbers, credit cards etc. The suspect was charged with numerous felony counts of theft and ID theft. Case# 051598
  - **December 29<sup>th</sup>:** Officer Busey and Allen were dispatched to a report of a suspicious vehicle at Forest Grove Apartments. When they arrived they located the vehicle with a 19-year old male in the driver’s seat with a blanket over his head. After observing a marijuana pipe in plain view the suspect was arrested. A search of the vehicle located more marijuana, several prescription drugs that did not belong to the suspect, drug paraphernalia and brass knuckles. The suspect was released and a copy of the report forwarded to the Pierce County felony prosecutor for charging. Case# 051602
  - **December 29<sup>th</sup>:** Sgt. Dougil responded to one of the local taverns for a report of an underage patron using false identification to frequent a tavern. Sgt. Dougil located the 20-year old female and determined she was using someone else’s identification to gain access to the bar. As a side note, the female and the

picture on the ID did not resemble each other at all. The suspect was arrested, issued a criminal citation and released at the police station. Case# 051605

- **December 30<sup>th</sup>:** Officer Garrett responded to a report of a disturbance in the parking lot of Harborwood West Apartments. On arrival, Officer Garrett contacted a 26-year old suspect after watching him exit his vehicle. The suspect admitted to drinking and by Officer Garrett's observations he appeared to be under the influence of alcohol. The suspect was arrested and taken to the police station where his BAC registered .20. Case# 051606
- **December 30<sup>th</sup>:** Officer Dahm responded to a report of a disturbance in the parking lot of Harborwood West Apartments. The other half of Officer Garrett's call from above had armed himself with a shotgun after an argument ensued between two individuals. The shotgun was seized and booked into the property room while the city prosecutor reviews the report for any charging. Case# 051606
- **December 31<sup>st</sup>:** Sgt. Dougil stopped a vehicle for erratic driving while it was weaving repeatedly across its lane of travel. On contact with the 24-year old male Sgt Dougil determined the erratic driving was due to the suspect's high intoxication level. When asked about his drinking the suspect asked if he was "screwed". After being arrested for DUI the suspect was very disappointed his marijuana and marijuana pipe were seized during the search of the vehicle exclaiming, "I can't believe you took my weed" and "I got that pipe from a friend in Illinois." The suspect was taken to the station where his BAC registered .20. He was issued a criminal citation and released. Case# 051614
- **December 31<sup>st</sup>:** Officer Allen conducted a traffic stop of a vehicle for defective equipment. On contact with the 26-year old male driver he admitted he had just smoked marijuana, was driving while his license was suspended and did not have any insurance on the vehicle. After arresting the suspect, a search of the vehicle located more marijuana inside the vehicle. The suspect was taken to the Pierce County Jail and booked. Case# 051619
- **January 1<sup>st</sup>:** Officers Garrett, Menday, Dahm and Welch responded to a welfare check of a 33-year old male victim on Tarabochia. It was determined several individuals had been at a small party when the victim apparently made some disparaging comments about the host's children. The victim was forced outside where the 28-year old male boyfriend of the host decided his girlfriend's honor was involved and struck the victim several times in the face causing substantial injuries. The boyfriend was arrested for assault while the female became agitated and caused a disturbance both at the scene and later at the police station. Alcohol was involved and all three were very intoxicated. The boyfriend was taken to Pierce County Jail and booked. Case# 060001 – the first case of the New Year!

- **January 1<sup>st</sup>:** The 33-year old victim from the above assault returned to his apartment after being treated at a local hospital for his injuries. He discovered someone had entered his apartment and vandalized it. It should be noted the suspect from the above assault bailed out of jail at 0330 hours and both he and his girlfriend live across the street from the apartment. They were contacted but denied having anything to do with the incident. Case# 060002

**Summary of incidents during the fourth week of December included:**

3 Non-injury accidents:  
 1 Injury accidents:  
 2 Hit & Run accidents:  
 6 Vehicle Prowls:  
 2 Stolen Autos

**TRAVEL / TRAINING:**

- Chief Davis and Officer Allen attended the DUI Conference at the Skamania Lodge December 13-15. This training was paid for by a grant from the Washington Traffic Safety Commission.

**SPECIAL PROJECTS**

- We are in the final stages of creating a Police Explorer Post. An orientation meeting was conducted on the 12<sup>th</sup> of December and it appears we have a tremendous interest in the unit.
- The month of December was the annual DUI emphasis program called “Drive Hammered, Get Nailed.” Our officers worked 34 extra hours on grant-funded overtime paid by the Washington Traffic Safety Commission. Officers working the overtime emphasis had a total of 79 contacts, wrote 18 tickets and arrested three (3) DUIs. As you may have noticed from reading this report, our officers had a stellar month taking drunk drivers off the city streets. All total, our officers arrested 14 DUIs in December.
- As I mentioned last month, we are looking at changing the color of our patrol vehicles starting with the purchase of two patrol units next year. The consensus of the department is they would like to switch to the traditional black and white patrol vehicle. This configuration has a higher visibility and represents a more retro or traditional look. I provided a graphic representation of what our cars *might* look like for your review last month. I will answer any questions or concerns you may have at our January 9<sup>th</sup> council meeting. I will be looking for support on this proposal so we can get the vehicles ordered as soon as possible.
- We are conducting the background investigation on a new hire to replace recently retired Detective Kevin Entze.
- Our new volunteer, Ken McCray has started and is scheduled to receive training.

- CSO Mock is working with the Gig Harbor High School and Peninsula High School coordinating a DUI assembly scheduled for May 3<sup>rd</sup>.

### **PUBLIC CONCERNS:**

Vehicle prowls are on the rise, which seems to happen at this time of the year. The church parking lots during services have been hit especially hard. There are no suspects at this time.

We should have a contract with Kitsap Animal Control and a new Animal Control Ordinance for council review at our January 23<sup>rd</sup> meeting.

### **FIELD CONTACTS**

Staff made the following contacts in the community during December:

- Officers participated in foot patrol details at area stores and shopping centers during the Christmas shopping season. This has been a very popular program with city merchants.
- CSO Mock is continuing to meet with PCSD CSO Emily Watson to discuss working together on school programs and ID theft prevention.
- Chief Davis served as the master of ceremonies at the recent Tacoma/Pierce County DUI Task Force “Night of a Thousand Stars” celebration on December 16<sup>th</sup>.
- Chief Davis spent December 23<sup>rd</sup> with Eric Ungren who was one of the winning bidders for the Chapel Hill “Chief for a Day”.
- On December 21<sup>st</sup>, 8-year old Davis Halsan spent the day as “Chief of the Day” after collecting all 22 GHPD trading cards and securing the signatures of all the officers. It wasn’t easy, but he straightened the department out. There was a nice article in the Gateway on his special day.

### **OTHER COMMENTS:**

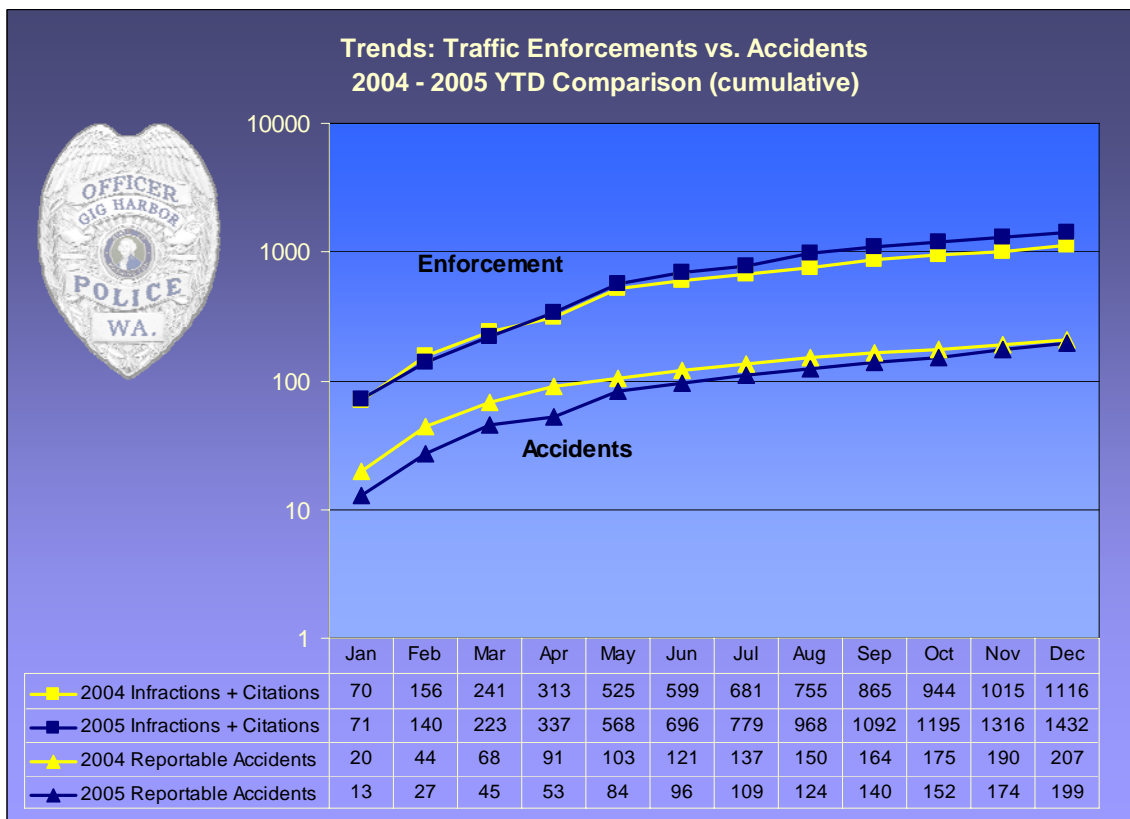
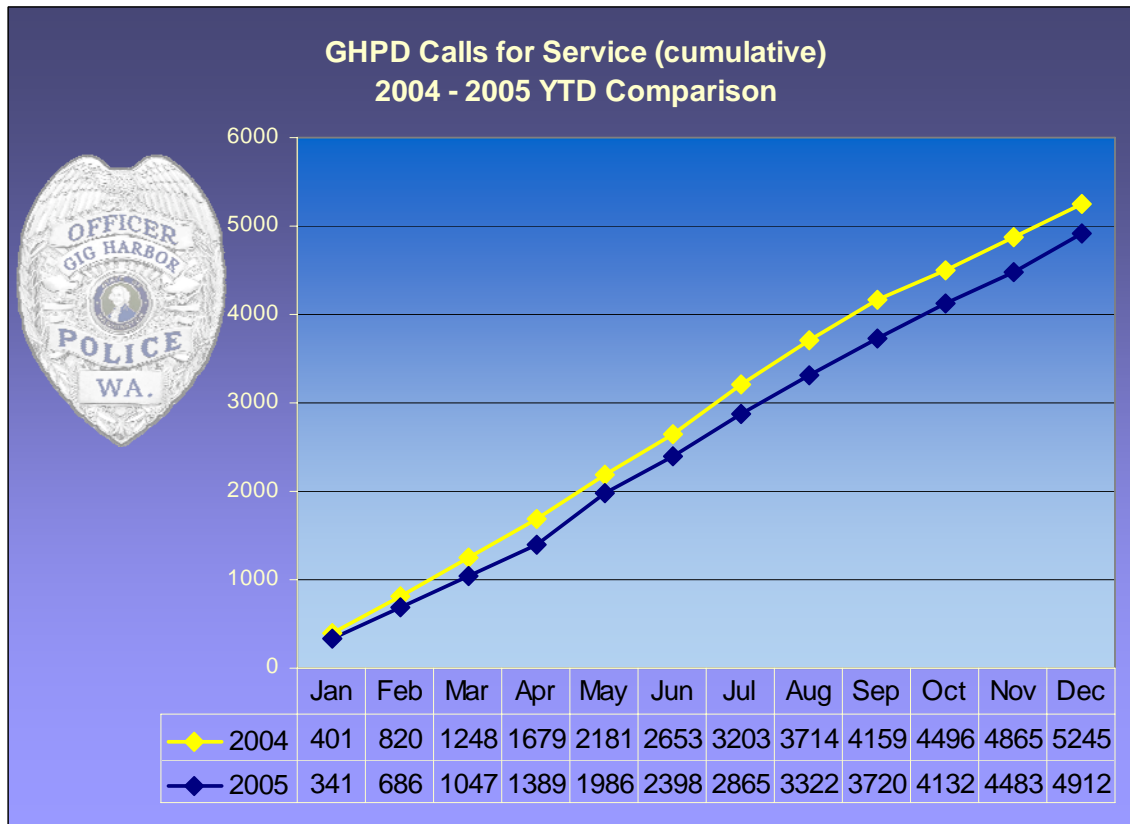
On December 21<sup>st</sup>, our department held its annual all-hands meeting. Besides going over our goals and objectives for the next year, we reflected on our accomplishments in 2005. We also recognized several awards:

- OFFICER OF THE YEAR: Detective Fred Douglas
- SUPPORT STAFF OF THE YEAR: Debra Yerry
- RESERVE OFFICER OF THE YEAR: Chris Langhelm

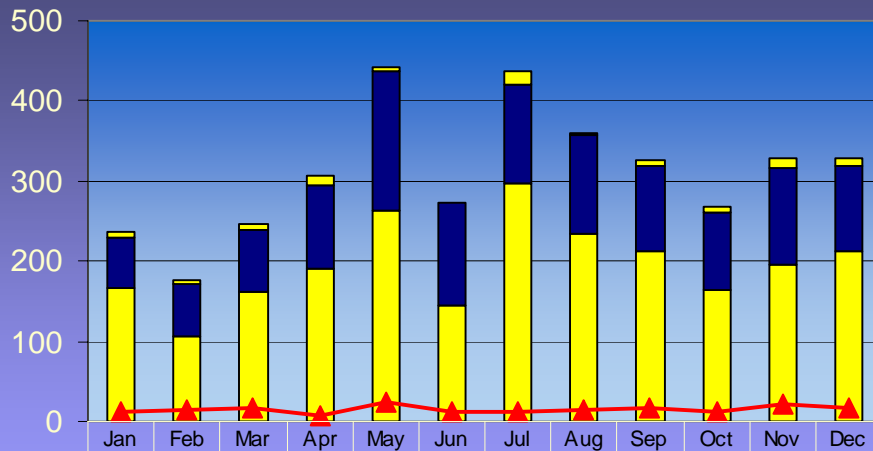


Category	December 2005					
	December 2004	December 2005	Change	YTD 2004	YTD 2005	Change
Calls for Service	380	429	49	5245	4912	-333
General Reports	136	158	22	1332	1807	475
Criminal Traffic	9	10	1	83	103	20
Infractions	92	106	14	1033	1329	296
Warrant Arrests	14	8	-6	101	110	9
Traffic Reports	17	18	1	207	192	-15
DUI Arrests	5	12	7	42	70	28
Misdemeanor Arrests	15	26	11	230	374	144
Felony Arrests	7	9	2	128	116	-12
FIR's	0	1	1	3	17	14

# December 2005 YTD MONTHLY ACTIVITY GRAPHS

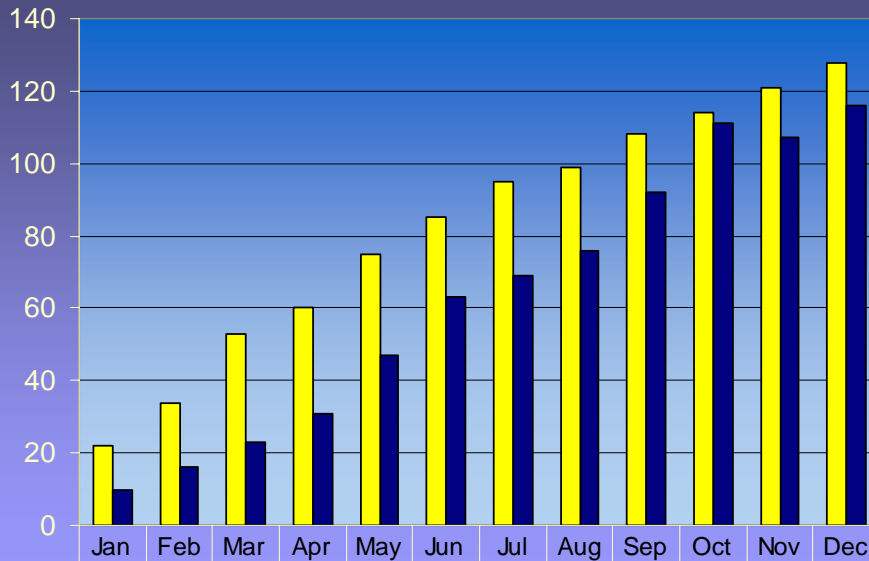


### 2005 Traffic Enforcement vs. Accidents Comparison Monthly Totals



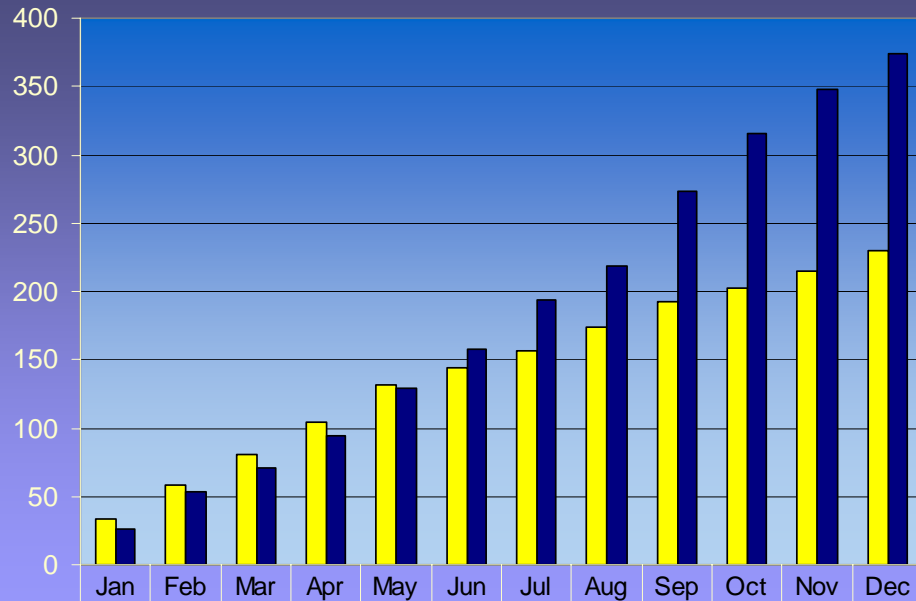
Criminal Traffic Citations	8	4	7	12	5	0	15	4	6	8	13	10
Infractions	63	65	76	102	174	128	125	123	106	95	120	106
Verbal Warnings	166	107	163	192	264	146	296	234	213	165	196	213
Accidents	13	14	18	8	23	12	13	15	16	12	22	18

### Felony Arrests (cumulative) 2004 - 2005 YTD Comparison



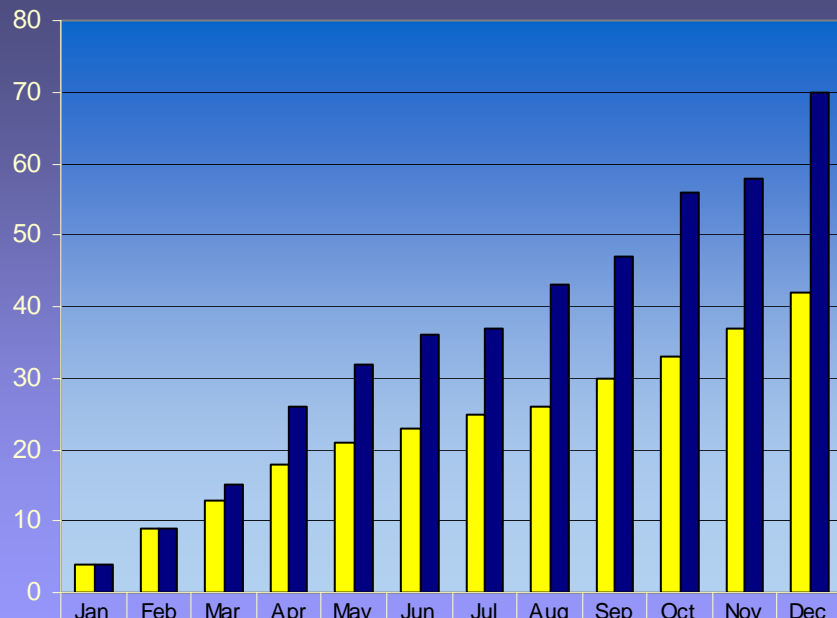
Felony 2004	22	34	53	60	75	85	95	99	108	114	121	128
Felony 2005	10	16	23	31	47	63	69	76	92	111	107	116

### Misdemeanor Arrests (Cumulative) 2004 - 2005 YTD Comparison



■ Misdemeanor 2004	34	58	81	104	132	144	157	174	192	203	215	230
■ Misdemeanor 2005	26	54	71	95	129	158	194	219	273	316	348	374

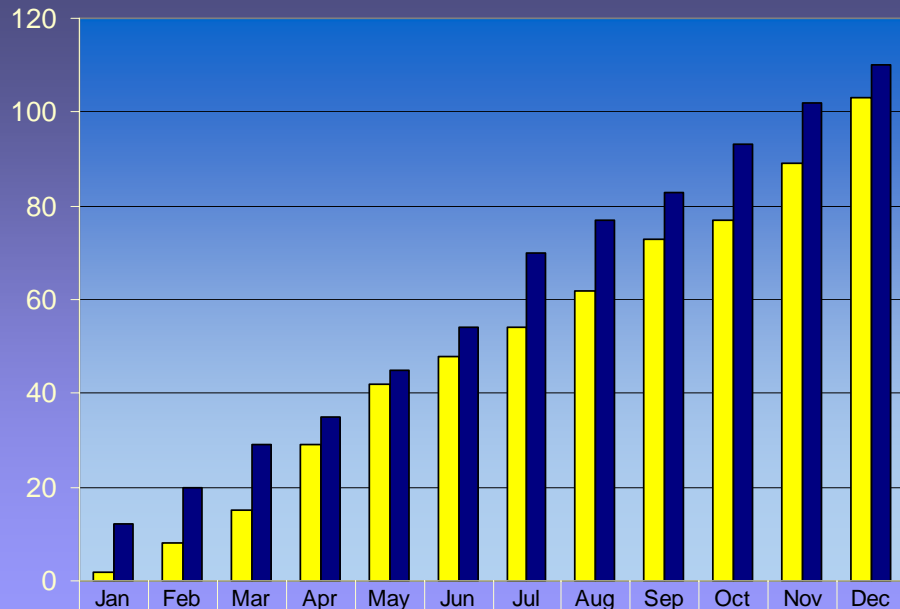
### DUI Arrests (cumulative) 2004 - 2005 YTD Comparison



■ DUI 2004	4	9	13	18	21	23	25	26	30	33	37	42
■ DUI 2005	4	9	15	26	32	36	37	43	47	56	58	70



### Warrant Arrests (cumulative) 2004 - 2005 YTD Comparison



■ Warrant 2004	2	8	15	29	42	48	54	62	73	77	89	103
■ Warrant 2005	12	20	29	35	45	54	70	77	83	93	102	110