

**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
February 13, 2006 - 7:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**SPECIAL PRESENTATION:** Recognition of Service: Officer Kevin Entze

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of January 23, 2006.
2. Purchase Authorization – Street Lights.
3. Appointments / Re-appointments to the Lodging Tax Advisory Committee.
4. Hotel Motel Tax Contracts for 2006 Tourism Related Services.
5. Animal Control Agreement – Kitsap Humane Society.
6. 2006 Boating Safety Agreement.
7. Liquor License Application: Marketplace Grille.
8. Payment of Bills for February 13, 2006.  
Checks #49396 through #49571 in the amount of \$666,807.60.
9. Approval of Payroll for the month of January:  
Checks #4105 through #4138 and direct deposit entries in the amount of \$267,764.64.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Request for Public Alley Vacation.
2. Second Reading of Ordinance – Stewart Rezone.
3. Second Reading of Ordinance – Allowing Independent Living Facilities as a Conditional Use Permit.
4. Second Reading of Ordinance – Standing Council Committees.

**NEW BUSINESS:**

1. YMCA Letter of Intent.
2. First Reading of Ordinance – Acceptance of the Donation of a Salmon Sculpture.
3. First Reading of Ordinance – Performance Based Height Exception - Museums.
4. First Reading of Ordinance – Animal Control.
5. Eddon Boat Park Building Demolition and Brush Clearing – Construction Contract Authorization.

**STAFF REPORT:**

1. Dave Brereton, Director of Operations – Wollochet Overpass Pavement Repair.
2. Dave Brereton, Director of Operations – Landscaping Improvements at Stinson Avenue and Pioneer Way.
3. Steve Misiurak, City Engineer – Briarwood Pedestrian Improvement Project.
4. Mike Davis, Chief of Police – GHPD Monthly Report for January.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

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

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF JANUARY 23, 2006**

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

**CALL TO ORDER:** 7:00 p.m.

**PLEDGE OF ALLEGIANCE:**

**PUBLIC HEARINGS:** Request for Public Alley Vacation.

Mayor Hunter opened the public hearing at 7:03 p.m. John Vodopich, Community Development Director, presented the background information on this request to vacate a portion of a 15 foot public alley behind the Willis Building. In exchange, the petitioner will grant an easement for utilities and another for access to the adjoining property.

No one signed up to speak and the public hearing was closed at 7:04 p.m.

### **CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of January 9, 2006.
2. Appointment of Mayor Pro Tem.
3. Lodging Tax Advisory Committee Appointment to Elected Official Position.
4. Pierce County Regional Council Appointment.
5. Official Newspaper Bid Award.
6. Olympic Drive/56<sup>th</sup> Street Roadway Improvement Project – Permanent Right-of-Way Easement and Temporary Slope Easement – John and Wan Park.
7. Olympic Drive/56<sup>th</sup> Street Roadway Improvement Project - Permanent Right-of-Way Easement and Consent to Right of Entry Easement – Regal Cinema.
8. ~~MultiCare Storm Water Agreement and Restrictive Covenant.~~
9. Liquor License Renewals and Change of Officers: El Pueblito Restaurant; Hunan Gardens.
10. Payment of Bills for January 23, 2006.  
Checks #49239 through #49395 in the amount of \$911,463.80.

Mayor Hunter announced that item number 8 had been deleted from the agenda.

John Vodopich commented on item 5, Official Newspaper Bid Award. He explained that because the Peninsula Gateway comes out once a week, it sometimes creates difficulties for noticing requirements.

**MOTION:** Move to approve the Consent Agenda with item #8 removed.  
Franich / Ekberg – unanimously approved.

**OLD BUSINESS:**

1. Appointment to the Planning Commission. Mayor Hunter said that the interview committee has recommended the appointment of Joyce Ninen to the Planning Commission. He added that Ms. Ninen has experience with the Winslow Planning Commission.

**MOTION:** Move to appoint Joyce Ninen to serve the term ending June, 2011. Ekberg / Conan - unanimously approved.

2. Appointments to the Design Review Board. Mayor Hunter said that the interview committee recommended two appointments to the Design Review Board. He then introduced the two applicants who had been recommended, Rick Gagliano, an architect and businessman in Gig Harbor, and John Jernejcic, also an architect and businessman.

Councilmember Kadzik commented that as a past member of the Design Review Board, it is important to have more professional representation on the board. He said that he served with Rick Gagliano on the technical committee for updates to the Design Manual, adding that these appointments would be a tremendous asset.

**MOTION:** Move to appoint Rick Gagliano to the four-year position, and to appoint John Jernejcic to the two-year term. Franich / Payne - unanimously approved.

3. Second Reading of Ordinance – Rainbow Burnham Annexation. John Vodopich presented this ordinance enacting an annexation of approximately 34 acres located west of Burnham Drive.

Councilmember Young commented that the only way that he would support this annexation is if the city commences annexation of the remaining island of unincorporated Pierce County created by this annexation. Councilmember Payne agreed. He asked for clarification on what would be required for the remainder of the property to be annexed.

Carol Morris, City Attorney, cited RCW 35A.14.295, which allows the city to annex territory containing residential property in an area if it contains less than 100 acres and has at least 80% of the boundaries contiguous to the city; or, of any size if at least 80% of the boundaries contiguous to the city if the area existed before June 30, 1994 and is within the same county and urban growth area as the city. She said that this property fits the description. The next step would be for the city to pass a resolution stating the proposal to annex. After an ordinance is passed by Council, it would be subject to referendum. Another method is to join an interlocal agreement with Pierce County.

**MOTION:** Move to adopt Ordinance No. 1026 as presented. Dick / Young – unanimously approved.

4. Second Reading of Ordinance – Relating to Extensions of Water and Sewer Service, Amending Gig Harbor Municipal Code Section 13.34.070. Mayor Hunter recused himself from these proceedings. Mayor Pro Tem Ekberg asked John Vodopich to present the background on this ordinance. Mr. Vodopich explained that this ordinance would clarify the manner in which outside water service utility extensions are handled.

**MOTION:** Move to adopt Ordinance No. 1027 as presented.  
Young / Payne - unanimously approved.

Mayor Hunter returned to the Council Chambers at this time.

**NEW BUSINESS:**

1. First Reading of Ordinance – Request for Public Alley Vacation. John Vodopich explained that was the subject of the public hearing earlier in the meeting and offered to answer questions. This will return for a second reading at the next meeting.

2. First Reading of Ordinance – Stewart Rezone. John Vodopich presented the background information on this ordinance adopting changes to the zoning on a parcel located in the Harbor Heights neighborhood. Mr. Vodopich explained that the rezone was approved by the Hearing Examiner on December 28, 2005 and the appeal process expired on January 13, 2006. This ordinance will implement the rezone and direct staff to make changes to the official zoning map.

Councilmember Franich voiced concern that the Comprehensive Plan map is different that the land use map. He explained that the designation for the parcel was done during the Comp Plan amendments in 1996, adding that he questioned the wisdom of designating this area as R-2.

Councilmember Young explained that the applicant requested the rezone because the R-1 designation would force the 4 units per acre density whereas the R-2 does not have a minimum density requirement. He suggested that staff bring back a recommendation for minimum density requirements for the other zones.

Councilmember Franich asked for clarification on the density being used to meet the population requirements set by the Office of Financial Management. Jennifer Sitts, Senior Planner, explained that a density of six dwelling units per acre in the R-2 zone is assumed, adding that there are no minimum density standards in the R-2 or R-3 zones. She continued to explain that the city is exceeding the projected estimates by 17-18% using the six dwelling units per acre in the R-2 zone. The suggested amount to exceed is 25% to allow for vacancy rates and housing markets.

Councilmember Franich said that he didn't think that there should be a minimum requirement. Councilmember Young responded that not having a minimum density requirement is wasting valuable land that could be used for multi-family housing.

Councilmember Dick called for a point of order, requesting that the Mayor recognize speakers in order to facilitate discussion. He then asked for clarification for the need for a minimum in the R-1 District or in every zone.

Carol Morris responded that the GMA Board has established minimum density requirements of four dwelling units per acre for city planning. She added that it could be assumed that this minimum would be applicable for all residential zones and offered to provide more information at the next meeting.

**MOTION:** Move to direct staff review and bring back a recommendation for minimum densities in all residential zones.  
Young / Ekberg –

Mayor Hunter commented that staff has quite a backlog of work at this time and it would be important to let them know whether this is something that could be postponed until later. Councilmember Young responded that this shouldn't take much time and that it is very important to get done.

**RESTATED MOTION:** Move to direct staff review and bring back a recommendation for minimum densities in all residential zones.  
Young / Ekberg – six voted in favor. Councilmember Franich voted no.

Councilmember Kadzik asked if a second reading of the ordinance is necessary due to the fact this is a simple approval by Council. John Vodopich explained that the municipal code allows for passage of ordinances at their first reading by a majority plus one of the full Council.

Councilmember Ekberg responded that this method is reserved for emergency use and this ordinance should come back for a second reading.

3. First Reading of Ordinance – Allowing Independent Living Facilities as a Conditional Use Permit. Jennifer Sitts, Senior Planner, presented information on this recommendation from the Planning Commission to conditionally permit independent living facilities in the B-2 general business district.

Councilmember Franich asked if this would be the best use for the B-2 zone. Ms. Sitts explained that the applicant for the text amendment said that the type of property that they are interested in developing would be in a transition zone of commercial to residential. This is because residents of these independent living facilities would want access to B-2 services as well as the amenities of a residential zone. She continued to explain that the Comp Plan provides for residential use if within a mixed-use development. An independent living facility provides services; and therefore meets the intent of the B-2 zone to provide a variety of services.

Councilmember Ekberg cited an example of this use located behind the 4700 Pt. Fosdick Medical Building.

Councilmember Franich said he was concerned with the ability to construct an unlimited size non-commercial building in the B-2 zone on the Westside. He asked if the Planning Commission had planned on addressing this issue. Ms. Sitts responded that the Planning Commission would need direction from Council to start on another text amendment.

Mayor Hunter explained that the term “commercial structure” is used in the Olympic Village Westside, but the lots in downtown Gig Harbor are governed by a square footage per building limitation. The area zoned B-2 on Burnham Drive needs consideration because it abuts residential lots. Ms. Sitts explained that the zone transition in the Design Manual requires either screening of large buildings, or requires that they mimic the adjacent residential structures. This would provide some protection.

Councilmember Young said that some of the commercial buildings on the Westside would not be possible if a building size limitation was imposed on all structures. He said that he did not think there should be a limit in the B-2 zone, although he understands the 65,000 square foot limit on retail use is due to traffic impacts. Mayor Hunter agreed, but said that there are other areas in which limitations should be considered.

Councilmember Franich said that he would like further clarification on building size limits in the B-2 zones around the city. Mayor Hunter asked if staff could provide a map that delineates what could be built in each of the B-2 zones.

Councilmember Young commented that the ordinance adopting building sizes was passed very recently, and this issue was discussed at length. He said that he would hesitate to spend even more time on this.

Councilmember Franich responded that he did not understand at the time that the 65,000 s.f. limit would not cover all uses in the B-2 zone. He said that he would like to see a map come back at the next meeting.

#### 4. First Reading of Ordinance – Clarifying the Requirements for Sewer Hook-ups.

John Vodopich explained that this ordinance clarifies the requirement for existing structures within the city or in newly annexed areas to not be required to hook up to sewer unless a Local Improvement District were to be formed or if there is a public health/safety or welfare concern. The ordinance allows for an exception clause in which the City Engineer could allow for individuals to install a new septic system within the city limits conditioned upon several provisions.

Councilmember Dick voiced concern that if this is adopted, there will be no new sewer projects. He explained that financing of sewer improvements depends on a rate base, and you would not be able to determine how many people would participate if they were not required to hook up. This takes away the incentive to form an LID to extend the

sewer. He said he would like to table this indefinitely and perhaps consider certain exceptions that wouldn't lock the city into inability to bring in a neighborhood as a whole.

Mayor Hunter agreed that there should be language added that someone who meets the criteria to install septic will sign a document agreeing to participate in an LID.

Councilmember Franich said that historically, property owners were not required to hook up to the sewer, and he believes that they should be given the choice.

Councilmember Young discussed the problem of the vacant parcels that cannot develop because the sewer is too far away and they are not allowed to install septic because they are located in the city. This applies unless they meet the exception that the lot was created prior to the adoption of the Growth Management Act. The cost to bring sewer from a great distance makes it prohibitive for someone to subdivide a lot. He added that he isn't even sure if the GMA would allow rural service in an urban area.

John Vodopich explained that this was the intent to strike the existing exception clause, because the entire city is in a location planned to be served by city sewer. In effect, no one within city limits could meet the criteria. The new exception would address lots created prior to 1990.

Carol Morris explained that the Growth Management Act doesn't address whether the city can allow septic systems but requires the city to have a Sewer Comprehensive Plan that shows the location of utility lines. She addressed a comment made by Councilmember Franich, responding that in the existing code, it is not an option for someone to not hook up if you are within so many feet of a sewer line. The proposed ordinance changes this substantially.

Ms. Morris then addressed the concerns voiced by Councilmember Dick regarding sewer rates and connection fees. She recommended that the consultant that prepared the city's rate study review the proposed language and report back on whether it could have a negative financial impact.

Councilmember Franich said that John Vodopich had said that he was unaware of any 120 day notices being issued. Ms. Morris explained that this is because no sewer projects have occurred to necessitate the notice. She asked if he would like to consider an additional time period for newly annexed areas to hook up.

Councilmember Franich then asked for clarification on how many annexed properties and developments in the past three years have not hooked up to sewer. John Vodopich explained that recently, the Hazen annexation had duplexes that have not hooked up. He added that new development is required to hook up.

Mark Hoppen stated that just recently, the 120-day notice had been issued to apartments on Point Fosdick due to health issues.

**Motion:** Move to table this ordinance to allow staff to see what can be done to accommodate some of these things; to deal with some of the issues; and to come back with an ordinance that doesn't sweep so broadly with such unintended consequences.  
Dick / Conan –

After further discussion, Councilmember Ekberg summarized that the main issues are: newly annexed areas with functional systems, property too far away from an existing line to be practical and financial considerations. Councilmember Dick agreed that the intent of his motion was to direct staff to look at all these issues and to come back with information.

John Vodopich said that at the November Council meeting, a two-year grace period had been proposed to give additional time for someone to hook up. Council direction at that time was to not require people to hook up. He said that at the time, Gray & Osborne, the consultant that provided the rate study, indicated that a grace period would not have an adverse financial implication. John asked to be allowed to have G&O review the current ordinance for comment and then he would take the ordinance back to the Community Development Committee for consideration.

**Restated Motion:** Move to table this ordinance to allow staff to see what can be done to accommodate some of these things; to deal with some of the issues; and to come back with an ordinance that doesn't sweep so broadly with such unintended consequences.  
Dick / Conan – unanimously approved.

5. Gig Harbor Historical Society Museum and Garage Re-roofing – Contract Authorization. John Vodopich presented this contract to re-roof the Museum and garage, adding that it was an unanticipated expense. Staff answered questions regarding the cost, long-term plans for the buildings and condition of the buildings.

**MOTION:** Move to authorize the award of the contract with Contractor's Roof Service, Inc. in the amount of Twenty-two Thousand Thirty-two Dollars and Thirty Cents (\$22,032.30).  
Franich / Ekberg – unanimously approved.

6. Proposed Annexation – Resource Properties (ANX 05-910). John Vodopich presented this request to annex approximately eight acres off Peacock Hill. This request came to Council back in November and included the six parcels to the south. At that time, several property owners objected to being included. Council denied the initial request. Mr. Vodopich said that the applicant is now asking to annex two parcels. Council has the option to accept, reject, or modify the boundaries of the proposal.

David Robertson – Peacock Hill. Mr. Robertson said that he is also speaking for his neighbors, Pat LaBlanc and Ken Hemley. When this came before Council in November, they objected to the proposal because it included their properties. For various reasons,



they choose not to become part of the city. At this time, they have no objection to the current proposal but are concerned that if the annexation takes place they will be mandated to join the sewer district. He explained that it would cost them each \$20,000 - \$40,000 to hook up. He requested a condition that the developer or future homeowners association be responsible for their hook up.

Alan Ketter – PO Box 310, Spanaway. Mr. Ketter said when he approached the city back in August to annex his two parcels, he was advised by John Vodopich to include the other properties in order to square up the boundary. He said that he approached all the property owners before the November meeting offering to help. He stressed that he respects their decision to not be included and that it has never been the intent to create a financial hardship for anyone. He said that the sewer line extension will run up Peacock Hill and Ringold and will include street and sidewalk improvements. The wetlands study is complete and he is meeting with the city planners in anticipation of the annexation. He thanked Council for consideration, adding that they would love to be part of this first-class city.

Mayor Hunter asked for clarification on his comment that they would like to help the adjacent property owners hook up to sewer. Mr. Ketter said that they would be willing to help if it is a financial issue.

Councilmember Young asked for clarification on the other property owner's concern that they would be forced to hook up to sewer. Mr. Vodopich explained that the concern is that a future Council might initiate an annexation.

Mark Hoppen clarified that if annexation doesn't occur, there is no reason that a sewer extension couldn't be initiated within the UGA conditioned upon requirements that meet the needs of everyone in the area. The concern that a future Council could initiate an annexation is valid. One option is to look at a sewer extension and latecomer's agreement.

Councilmember Franich asked the applicant the reason he wished to be annexed into the city if sewer is available without it. Mr. Ketter responded that the first time he entered the Civic Center he was greeted by a smiling staff and didn't have to take a number and wait. He was so impressed by staff and their willingness to help; it has been a positive experience. He has dealt with the County for 30 years, and added "Wow, who wouldn't want to be in this city?"

Councilmember Kadzik addressed the comment that this Council's actions are not bound to future Councils. He said that he believes that Councilmembers are looking out for the welfare of the citizens and he didn't think that a forced annexation would be a concern. Councilmember Ekberg agreed as did Councilmember Conan, who added that he isn't so concerned with the peninsula of land being proposed as opposed to a "donut hole" of property left un-annexed.

**MOTION:** Move to accept the Notice of Intent to Commence Annexation; authorize the circulation of the petition to annex as outlined by the staff recommendation for three conditions.  
Ekberg / Kadzik – unanimously approved.

7. First Reading of Ordinance – Standing and Special Council Committees. Mark Hoppen presented the background information on this ordinance proposed by Councilmember Young to formalize the Council Committees. He said that one small distinction is that the Mayor will act as an Ex Officio for each committee. The committees would consist of: Public Safety, Operations and Public Projects, Planning and Building, Inter-governmental Affairs, and Board and Commission Appointments.

Councilmember Ekberg said that it would be helpful to have more delineation of what each committee is tasked to do before moving ahead. Councilmember Conan agreed.

Mayor Hunter asked to be allowed to go ahead and set up the committees and operate the way they have been in the past to allow him some time to understand the process and why it should be changed.

Councilmember Young explained that he brought this up during the retreat and Council unanimously agreed that this be proposed. He said that is it now before Council because it is the beginning of the year and time for committee appointments. In the past, the committees have recommended policy changes and made recommendations to the rest of Council, whereas Mayoral Advisory Committees traditionally only deal with things such as personnel issues. This ordinance would set requirements for the meetings to be noticed, and it would allow the committees to hold a public hearing if they so choose. The committees have evolved over the years as the city has become larger and more sophisticated and this ordinance formalizes the process.

Councilmember Payne asked for clarification on the current committee structure and agreed it would be valuable to know the responsibilities of each of the proposed committees.

Councilmember Young responded that traditionally there has been a Community Development Committee, a Finance Committee, a Parks Committee, and a Public Safety Committee. Recently, the Community Development Committee has been meeting on a regular basis. The others only meet once a year or so. He then said that he didn't intend to strictly define the role of the committees. He said that it would be appropriate to add a Finance Committee adding that other cities delegate bill-paying authority to this function. He concluded by saying that the committees would allow more involvement and more thoughtful decision making.

Councilmember Franich said that he too would like more delineation of the tasks. He then asked for clarification on the Board and Commission Appointment Committee. Councilmember Young said that the past appointment process has been flawed. He explained that this committee will allow an interview process to better know the

applicants and their qualifications. He stressed that this ordinance does not take any authority from the Mayor or his ability to form Ad Hoc Committees at any time.

Councilmember Dick said that typically, Council Committees are not formed by the Mayor but by Councilmembers themselves. Mark Hoppen read from Section 2.51.040 or the proposed ordinance; "Councilmembers shall be assigned to a standing committee as determined by the Mayor *and* City Council." This would infer that members would reach consensus for which committees that they would serve.

Councilmember Ekberg agreed that if it is going to be the Council's committees, they should be allowed to select their own members. He said that he agrees with the formalized standing committees, he just doesn't want them to be vague.

Councilmember Franich said that the people voted for the Mayor and are putting a lot of faith in his ability to do a job. He said that the Mayor should have a lot of input to appoint this type of thing.

Councilmember Payne said that he is comfortable with the language "as determined by the Mayor and City Council." This is a collaboration of efforts. He said that he would like clarification on the function of the committees before the second reading.

Councilmember Young further explained that he thought that the splitting of the Community Development Committee would help the workload. The addition of the Inter-governmental Affairs would replace the past practice of his Ad Hoc representation in Olympia.

Councilmembers discussed the noticing requirements. Carol Morris clarified that you would not have to publish a notice in the paper, just post the agenda in the regular places.

Councilmember Conan voiced concern that this is a drastic change from current practice because the Mayor chose who served on the committees in the past. He said that he supports the split of the Community Development Committee. Councilmember Young disagreed that the change is that drastic from past practice because Councilmembers were asked for which committees they wished to serve. Both agreed that the meetings need to be open to the public regardless.

Councilmember Franich commented that he would like to see committee reports distributed to the other Councilmembers.

**MOTION:** Move to amend 2.51.020 to add language to require committee reports.  
Franich / Young – six voted in favor. Councilmember Payne voted no.

Councilmember Franich suggested discussing this further during the Council Retreat before it comes back for a second reading on February 13<sup>th</sup>.

**STAFF REPORT:**

1. Dick J. Bower, Building Official/Fire Marshal - NIMS Compliance Update. No verbal report given.
2. Jennifer Sitts, Senior Planner – Planning Commission Work Program for the Critical Areas Ordinance Update. Jennifer Sitts explained that the city would like to apply for a 5 million dollar Community Economic Revitalization Board Job Development Fund grant, which may be jeopardized if the city is not in compliance with the Growth Management Act. Currently, the Critical Areas Ordinance Update is slated for the second tier of the Planning Commission work session schedule and would not be considered until May or June. In order to comply with the GMA, the Critical Areas Update would have to be adopted by March 27<sup>th</sup>. She asked Council to consider the option to either remove the critical areas ordinance update from the Planning Commission's work program, to move this item up to the first tier, or to direct them to hold additional special meetings to complete the update review.

Councilmember Young commented that within a week or so, the Legislature may make a decision to extend the deadline for compliance. Mark Hoppen reported that he has submitted the pre-application for the grant and is working with Franciscan to develop the complete application. He urged Council to be pro-active in an effort to meet the deadline.

Mayor Hunter suggested that a committee take a look at this issue.

Councilmember Kadzik said that the Planning Commission had forwarded a recommendation for approval of the update to Council in 2004. He asked where it has been since that time.

John Vodopich responded that due to an issue with buffers, Council made a budget objective for 2005 to complete a wetland inventory. When this was completed, a recommendation from the Community Development Committee came before Council in November, 2005. Council then sent it back to the Planning Commission because they had not the benefit of the wetlands inventory when they made the first recommendation for approval.

Councilmember Dick said that he thought this should take top priority, especially since the city is applying for a grant. He said that he would like it to go through the Planning Commission, but because they are over tasked, then Council should take it on. He stressed the importance and seriousness of the buffering issue and what the best available science will support.

Councilmember Conan added that it is mandated by the Critical Areas Update that the best available science is used to support the decision. He said that doubling the existing

buffer requirements is too drastic and that a review committee could take this into consideration.

Councilmember Kadzik explained that when the consultant presented their interpretation of best available science, the Planning Commission took the information and had a tremendous amount of discussion on all the issues. In addition, they took quite a bit of public input. He said that the resulting recommendation is a good start and if sent back to the Planning Commission, the recommendation may not be much different. He suggested holding another public hearing between the first and second reading of an ordinance to see what kinds of best available science comes from those with a vested interest. He recommended to not send this back to the Planning Commission.

Councilmember Young voiced concern with holding another public hearing on the existing recommendation because so much public comment had already been taken. He suggested appointing a Council Committee; take a little more time if the legislature extends the deadline; then draft another recommendation for the public process.

Councilmember Dick asked if it was necessary to appoint a separate committee because the Community Development Committee had already spent so much time on this issue. Councilmember Franich agreed that this needs to be done. He added that the final decision will be arbitrary to someone, but it is time for Council to make a decision.

Councilmember Kadzik asked if the recommendation from the Planning Commission had been considered too stringent or too lenient in the eyes of the Community Development Committee. Councilmember Young responded that the problem is that the “catch-all buffer” doesn’t relate to what actually works. Not all uses, properties, or topographies are affected equally.

Councilmember Payne offered to serve in addition to the existing members of the Community Development Committee due to his background and resources. Mayor Hunter thanked him and agreed to send this back to the Community Development Committee for further review.

Councilmember Ekberg asked whether this should come back as an agenda item for discussion. Councilmember Payne recommended the committee moving forward, and to wait for the decision from the legislature before making it an agenda item for Council.

3. David Rodenbach, Finance Director – 2005 4<sup>th</sup> Quarter Financial Report. Mark Hoppen summarized that the projected revenues and expenditures were just a fraction different than what had been forecasted.

## **PUBLIC COMMENT:**

Doug Sorensen – 9409 North Harborview Drive. Mr. Sorensen commented on the Critical Areas Update, saying that five million dollars is nothing when you consider the impact on the city. He also said that there is no guarantee that the city will receive the grant and recommended that Council slow down the process. He asked how many Councilmembers know what “best science” is and recommended that until they thoroughly understand what it means, not to accept it. Mr. Sorensen then asked Council to direct the City Attorney to look into fully researching the ownership of Wheeler Street. Many years ago Council set aside several street ends for parks; the last being Wheeler Street. In the 34 years he has lived here, Wheeler Street has always been a public access unlike any other street that has been vacated. He stressed that the city should not let this go.

Mark Hoppen commented that Mr. Sorensen is correct, agreeing that this needs a higher degree of scrutiny to determine claimed ownership. Ms. Morris said that if a street vacation is filed, she would do the research and come back to Council with a report.

## **COUNCIL COMMENTS:**

Councilmember Franich voiced concern with the street condition on the Wollochet Drive onramps and overpass. He said that he understands that it requires an interlocal with the State in order to repair these roads. He made the following motion.

**MOTION:** Move to direct staff to come back with a draft ordinance or resolution that would allow the city to make repairs on streets that come under the purview of WSDOT.  
Franich /

The motion died for a lack of a second. Mark Hoppen said that he would come back with a staff report after contacting WSDOT to determine the options.

Mayor Hunter reported on the concerns that came up at the last meeting regarding the roundabout at Peacock and Borgen Boulevard. He explained that he had discussed the issue with staff and County Councilmember Terry Lee, and a letter had been issued to the contractor to change the crosswalk from Borgen to Peacock and make a sidewalk that would be ADA accessible. He said that he believes that there will be a lighted crosswalk.

## **ANNOUNCEMENT OF OTHER MEETINGS:**

City Council Retreat – Monday, February 6, 2006; 12:00 noon in Community Rooms A & B at the Gig Harbor Civic Center.

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

**MOTION:** Move to adjourn to executive session at 9:21 p.m. for approximately fifteen minutes to discuss pending litigation per RCW 42.30.110(1)(i).  
Ekberg / Young – unanimously approved.

**MOTION:** Move to return to regular session at 9:39 p.m.  
Dick / Ekberg – unanimously approved.

**MOTION:** Move to direct the Planning commission to hold a public hearing to consider amendment of Ordinance 1008 as follows:

- Section 2 of Ordinance 1009, amending Section 17.04.360 of the Gig Harbor Municipal Code, which is the definition of “gross floor area;”
- Addition of new definitions to chapter 17.04 GHMC, including but not limited to “basement,” “underground,” “finished grade,” and “original grade;”
- Amendment of chapter 17.72 GHMC to include maximum number of parking spaces for certain types of uses, including but not limited to, single family residential; and
- In the context of the above, to re-consider the square footage and maximum foot print limitations imposed by Ordinance 1008 on the WM, WC and WR zones.

Payne / Kadzik – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 9:41 p.m.  
Ekberg / Young – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 – 21.  
Disk #2 Tracks 1 – 17.

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Charles L. Hunter, Mayor

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Molly M. Towslee, City Clerk



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS**  
**SUBJECT: PURCHASE AUTHORIZATION - STREET LIGHTS**  
**DATE: FEBRUARY 13, 2006**

**INTRODUCTION/BACKGROUND**

An identified Street Objective in the 2006 Budget was the purchase and installation of street lights on Pioneer Way, Stinson Avenue and Edwards Street.

Price quotations for eighteen street lights (delivered) were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u>
	(Including Sales Tax and Shipping)
Tacoma Electric Supply, Inc.	\$48,568.32
Tri Arc Electric Supply	\$49,872.61
Wesco Distribution	\$50,663.80

The lowest price quotation received was from Tacoma Electric Supply, Inc. in the amount of \$48,568.32, including Washington state sales tax and shipping.

Work is expected to begin following delivery of the material in mid-May.

**ISSUES/FISCAL IMPACT**

The material cost is within the \$75,000 that was anticipated in the adopted 2006 Budget and as identified under Street Operating, Objective Nos. 10 and 14. City crews will install the street lights. Anticipated labor costs will not exceed the budgeted amount.

**RECOMMENDATION**

I recommend that Council authorize the purchase of the street lights for installation along Pioneer Way, Stinson Avenue and Edwards Street from Tacoma Electric Supply, Inc., as the lowest responsible respondent, for their price quotation proposal of Forty-eight Thousand Five Hundred Sixty-eight Dollars and Thirty-two Cents (\$48,568.32), including Washington state sales tax and shipping.





## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DEREK YOUNG, CITY COUNCILMEMBER**  
**SUBJECT: APPOINTMENTS AND REAPPOINTMENTS TO THE LODGING TAX**  
**ADVISORY COMMITTEE**  
**DATE: FEBRUARY 13, 2005**

### **INFORMATION/BACKGROUND**

The Lodging Tax Advisory Committee has recommended the following re-appointments to serve during 2006:

- Sue Braaten, The Best Western Wesley Inn
- Kathy Franklin, The Maritime Inn
- Wade Perrow, The Inn at Gig Harbor

The Lodging Tax Advisory Committee has recommended the following appointments to fill the remaining five vacant positions:

- Janice Denton, The Waterfront Inn
- Randy Fortier, Gig Harbor Chamber of Commerce
- Cheri Johnson, Gig Harbor Historical Society
- Steve Lundquist, Gig Harbor Folk Festival
- John Moist, Gig Harbor Waterfront Retail Association

### **RECOMMENDATION**

A motion for the re-appointment of Sue Braaten, Kathy Franklin and Wade Perrow to serve another term on the Lodging Tax Advisory Committee and the appointments of Janice Denton, Randy Fortier, Cheri Johnson, Steve Lundquist and John Moist to fill the vacant positions on the Gig Harbor Lodging Tax Advisory Committee.



**ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: LAUREEN LUND, MARKETING DIRECTOR**  
**DATE: FEBRUARY 7, 2006**  
**SUBJECT: HOTEL MOTEL TAX CONTRACTS FOR 2006 TOURISM  
RELATED SERVICES**

The contracts attached have been reviewed and approved by City Attorney Carol Morris. Attached are contracts for:

Kitsap Peninsula Visitor and Convention Bureau	\$7,000.00
Tacoma-Pierce County Convention and Visitor Bureau	\$7,000.00
Zahorsky & Associates Brand Communications	\$7,000.00

**FISCAL CONSIDERATIONS**

These three expenses are budgeted in the 2006 Marketing Office budget from hotel-motel tax.

**RECOMMENDATION**

I recommend approval of the contracts as presented.

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES  
BETWEEN GIG HARBOR AND THE KITSAP PENINSULA VISITOR AND  
CONVENTION BUREAU**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and the Kitsap Peninsula Visitor and Convention Bureau, a Washington corporation, PO Box 270, 32220 Rainier Ave. NE, Port Gamble, WA 98364, (hereinafter the "Visitor and Convention Bureau"), for tourism promotion activities as described in this agreement.

**WHEREAS**, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180); and

**WHEREAS**, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City's treasury, to be used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facility or operation of tourism-related facilities (pursuant to RCW 67.28.1815); and

**WHEREAS**, the City established a Lodging Tax Advisory Committee for the purpose of recommending the most appropriate use of the hotel-motel tax funds (pursuant to Resolution 509); and

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2006 budget; and

**WHEREAS**, the City desires to provide the funds to the Visitor and Convention Bureau, to perform the activities described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

**Section 1. Scope of Activities.** The City shall provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau to perform the following activities and no others:

- A. Meeting Marketing and Direct Sales – The Visitor and Convention Bureau Staff will market and sell Gig Harbor to professional meeting planners through out the year through inclusion in the Kitsap Travel Planner Guide and Kitsap Visitor Guide.
- B. Promotion and Marketing- The Visitor and Convention Bureau Staff will market Gig Harbor in all of their promotional opportunities and include Gig Harbor as part of all aspects of the Kitsap Visitor and Convention Bureau including website, newsletter and media and press contacts.

- C. Web Presence – The Visitor and Convention Bureau Staff will provide Gig Harbor focused visitor information and links from [www.visitkitsap.com](http://www.visitkitsap.com).
- D. Public Relations – The Visitor and Convention Bureau Staff will serve as a support contact for consumer and trade media seeking information about Gig Harbor.
- E. New Projects- The Visitor and Convention Bureau Staff will include Gig Harbor in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director.
- F. Results- The Visitor and Convention Bureau Staff will produce a quarterly report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2.** **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2006 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3.** **Distribution and Payment.** The total funding provided by the City to the Visitor and Convention Bureau under this Agreement shall not exceed Seven Thousand Dollars (\$7,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Visitor and Convention Bureau. The Visitor and Convention Bureau shall expend the funds prior to December 31, 2006. Any funds not spent by December 31, 2006 shall be promptly returned to the City.

**Section 4.** **Auditing of Records, Documents and Reports.** The Visitor and Convention Bureau shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Convention and Visitor Bureau with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

**Section 5.** **Compliance with Federal, State and Local Laws.** The Visitor and Convention Bureau agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

**Section 6.** **Reporting.** The Visitor and Convention Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2007.

**Section 7.** **Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that the Visitor and Convention Bureau has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right

to commence an action against the Visitor and Convention Bureau to recover said funds, in addition to all of the City's other available remedies at law.

**Section 8. Legal Relations.** Neither the Visitor and Convention Bureau, nor any employee, officer, official or volunteer of the Visitor and Convention Bureau shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the Visitor and Convention Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

**Section 9. Indemnification.** The Visitor and Convention Bureau agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Visitor and Convention Bureau under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

**Section 10. Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

**Section 11. Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Visitor and Convention Bureau to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Visitor and Convention Bureau agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

**Section 12. Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 12th day of December, 2005.

**THE CITY OF GIG HARBOR**

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

ATTEST:


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

APPROVED AS TO FORM:

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

THE KITSAP PENINSULA VISITOR AND CONVENTION BUREAU

By

  
Its EXECUTIVE DIRECTOR

**AGREEMENT FOR TOURISM PROMOTION ACTIVITIES  
BETWEEN GIG HARBOR AND THE TACOMA-PIERCE COUNTY CONVENTION  
AND VISITOR BUREAU**

This agreement is made and entered into by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the “City”), and the Tacoma-Pierce County Convention and Visitor Bureau, a Washington corporation, 1001 Pacific Avenue, Tacoma WA 98402, (hereinafter the “Convention and Visitor Bureau”), for tourism promotion activities as described in this agreement.

**WHEREAS**, the legislature has authorized the City to levy a special excise tax for the furnishing of lodging by a hotel, rooming house, tourist court, motel, trailer camp (pursuant to RCW 67.28.180); and

**WHEREAS**, revenue from taxes imposed under chapter 67.28 RCW shall be credited to a special fund in the City’s treasury, to be used solely for the purpose of paying all or any part of the cost of tourism promotion, acquisition of tourism-related facility or operation of tourism-related facilities (pursuant to RCW 67.28.1815); and

**WHEREAS**, the City established a Lodging Tax Advisory Committee for the purpose of recommending the most appropriate use of the hotel-motel tax funds (pursuant to Resolution 509); and

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Seven Thousand Dollars (\$7,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2006 budget; and

**WHEREAS**, the City desires to provide the funds to the Convention and Visitor Bureau, to perform the activities described herein; Now, Therefore,

In consideration of the terms, conditions and covenants contained herein, the parties hereto agree as follows:

**Section 1. Scope of Activities.** The City shall provide Seven Thousand Dollars (\$7,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. Promotion and Marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, newsletter and Travel Tacoma Visitors Guide 2006.
- B. Web Presence – The Convention and Visitor Bureau staff will provide Gig Harbor focused visitor information and links from [www.traveltacoma.com](http://www.traveltacoma.com) and maintain a current Events Listing for Gig Harbor on the Convention and Visitor Bureau Website.

- C. New Projects- The Convention and Visitor Bureau Staff will provide Gig Harbor the opportunity to participate in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director. These projects may require additional funding.
- D. Results- The Convention and Visitor Bureau Staff will produce a quarterly report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2006 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Distribution and Payment.** The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Seven Thousand Dollars (\$7,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Convention and Visitors Bureau. The Convention and Visitors Bureau shall expend the funds prior to December 31, 2006. Any funds not spent by December 31, 2006 shall be promptly returned to the City.

**Section 4. Auditing of Records, Documents and Reports.** The Convention and Visitor Bureau shall maintain books, records, documents and other materials that sufficiently and properly reflect all expenditures made pursuant to this Agreement. The City Finance Director and any of his/her representatives shall have full access and the right to examine and copy, during normal business hours, all of the records of the Convention and Visitor Bureau with respect to matters covered in this Agreement. Such rights shall last for six (6) years from the date the disbursement is made hereunder.

**Section 5. Compliance with Federal, State and Local Laws.** The Convention and Visitor Bureau agrees to abide by all applicable federal and state statutes and regulations prohibiting employment discrimination, and any other statutes and regulations pertaining to the subject matter of this Agreement.

**Section 6. Reporting.** The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2007.

**Section 7. Recapture and Noncompliance.** In the event of a final determination by a court of competent jurisdiction that the Convention and Visitor Bureau has failed to expend the hotel-motel tax funds in accordance with state law and this Agreement, the City reserves the right to commence an action against the Convention and Visitor Bureau to recover said funds, in addition to all of the City's other available remedies at law.

**Section 8. Legal Relations.** Neither the Convention and Visitor Bureau, nor any employee, officer, official or volunteer of the Convention and Visitor Bureau shall be deemed to be an independent contractor, employee or volunteer of the City. No liability shall attach to the



Convention and Visitor Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

**Section 9. Indemnification.** The Convention and Visitor Bureau agrees to be responsible for and assumes liability for its own negligent acts or omissions, and those of its officers, agents, officials, employees or volunteers while performing work or expending funds pursuant to this Agreement to the fullest extent provided by law, and agrees to save, indemnify, defend and hold the City harmless from any such liability. This indemnification clause shall apply to any and all causes of action arising out of performance of work or expenditures of funds under this Agreement. Each contract for services or activities utilizing funds provided in whole or in part by this Agreement shall include a provision that the City is not liable for injuries, damages or claims for damages arising from the performance of any activity by an employee, contractor, subcontractor or independent contractor of the Convention and Visitor Bureau under this Agreement. The provisions of this section shall survive the expiration or termination of this Agreement with respect to any event occurring prior to expiration or termination.

**Section 10. Severability.** If any phrase, sentence or provision of this agreement is held invalid by a court of competent jurisdiction, such invalidity shall not affect the remainder of this agreement, and to this end the provisions of this agreement are declared to be severable.

**Section 11. Attorneys' Fees.** In the event that the City is required to institute a lawsuit against the Convention and Visitor Bureau to enforce any of the terms of this Agreement and the City prevails in such lawsuit, the Convention and Visitor Bureau agrees to reimburse the City for its reasonable costs, expenses, attorneys' fees and expert witness fees, including such costs, expenses and fees incurred in any appeal.

**Section 12. Entire Agreement.** This document contains all covenants, agreements and stipulations of the parties on the subject matter expressed herein. No changes, amendments or modifications of the terms of this Agreement shall be valid unless reduced to writing and signed by the duly authorized representatives of both parties as an amendment to this Agreement.

DATED this 12th day of December, 2005.

**THE CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:

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

THE TACOMA-PIERCE COUNTY  
CONVENTION AND VISITOR BUREAU

By Ruthie Reinert  
Its Executive Director

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Carol Zahorsky DBA Zahorsky & Associates Brand Communications**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Carol Zahorsky, a public relations contractor, whose address is: 14735 McIntosh Lane SE, Tenino WA 98589, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the formation of a tourism public relations campaign and desires that the Consultant perform services necessary to assist in the development of the campaign by contacting travel writers to write about Gig Harbor, revise existing and create press materials, write press releases and related public relations services.

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated January 1, 2006, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount hourly rate of \$130.00, not to exceed \$600 per month or \$7,000.00 for the duration of this agreement for the services described in Exhibit A 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.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the 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 the Consultant will begin work on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2006.

### **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 Scope of Services. Termination shall be effective immediately upon the Consultant's receipt of the City's written notice or such date stated in the City's notice, whichever is later. Such notice may be delivered to the Consultant in person or by certified mail.

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. 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 sub-contractors, or any person acting on behalf of such Consultant or sub-consultant shall not, by reason of race, religion, color, sex, national origin, or the presence of any sensory, mental, or physical disability, discriminate against any person who is qualified and available to perform the work to which the employment relates.

## **VII. Indemnification**

The Consultant shall defend, indemnify and hold the City, its officers, officials, employees, agents and volunteers harmless from any and all claims, 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 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 performance of the work hereunder by the Consultant, its agents, representatives, employees, sub-consultants or sub-contractors.

B. Before beginning work on the project described in this Agreement, the Consultant shall provide a Certificate of Insurance evidencing:

1. Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and

2. Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to: blanket contractual; products/completed operations/broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability; and

C. Any payment of deductible or self-insured retention shall be the sole responsibility of the Consultant. The City shall be named as an additional insured on the Commercial General Liability insurance policy, as respects work performed by or on behalf of the Consultant and a copy of the endorsement naming the City as additional insured shall be attached to the Certificate of Insurance. The City reserves the right to receive a certified copy of all the required insurance policies.

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in 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 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 Administrator and the City shall determine the term or provision's true intent or meaning. The City Administrator shall also decide all questions which may arise between the parties relative to the actual services provided or the sufficiency of the performance hereunder.

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any

resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **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. Any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated in this Agreement or such other address as may be hereafter specified in writing.

City of Gig Harbor  
Attn: Mark Hoppen  
3510 Grandview Street  
Gig Harbor, WA 98335

Carol Zahorsky  
14735 McIntosh Lane SE  
Tenino, WA 98589

#### **XVII. Assignment**

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

#### **XVIII. Modification**

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

#### **XIX. Entire Agreement**

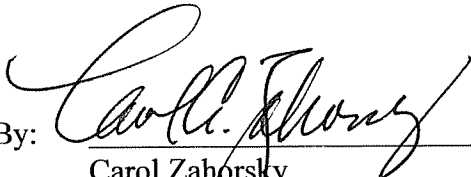
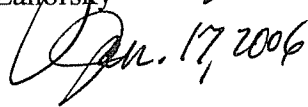
The written provisions and terms of this Agreement, together with any Exhibits attached hereto, shall supersede all prior verbal statements of any officer or other representative of the City, and such statements shall not be effective or be construed as entering into or forming a part of or altering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



and form the Agreement document as fully as if the same were set forth herein. Should any language in any of the Exhibits to this Agreement conflict with any language contained in this Agreement, then this Agreement shall prevail.

IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

THE CITY OF GIG HARBOR

By:   
Carol Zahorsky  


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

APPROVED AS TO FORM:

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

ATTEST:

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

# **Exhibit A**

## **SCOPE OF SERVICES**

### **Gig Harbor Public Relations**

- 1.** Carol Zahorsky (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director (Client) to develop, implement and track a public relations campaign for 2006.
- 2.** The Consultant will provide counsel to the Client on fulfilling marketing goals using public relations tactics as tools and will suggest public relations strategies to fulfill specific goals.
- 3.** The Consultant will determine with Client schedule and topic for quarterly press releases. Topics might include the following: Major signature events, Tacoma Narrows Bridge opening, Gig Harbor packages, unique lodging opportunities in Gig Harbor, What's New, etc.
- 4.** The Consultant will draft and help distribute quarterly press releases.
- 5.** The Consultant will work with Client on honing the verbal positioning of Gig Harbor by carefully crafting language in press releases and reviewing other press releases that Client writes.
- 6.** The Consultant will stay abreast of and respond to appropriate media leads generated and shared by Washington State Tourism.
- 7.** The Consultant will work with Client to put together itineraries for travel writers on an as needed basis.
- 8.** The Consultant will work with client to plan 2007 PR activities, specifically concerning and scheduling 2-3 first and second quarter press trips. Work on a February trip will be initiated late in 2006.
- 9.** The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Marketing Director at the beginning of the year.
- 10.** Explore and develop PR partnerships with Washington State Tourism, Tacoma CVB, Kitsap VCB, and other tourism entities to expand our media reach.

**EXHIBIT B**  
**CHARGES FOR SERVICES**

**In Exchange for the Services above**

Carol Zahorsky will be paid by the City of Gig Harbor \$130.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$600.00 per month, not to exceed \$7,000.

Carol Zahorsky will submit monthly invoices for processing by the City of Gig Harbor for the services performed.

The fee structure presented above includes all incidental expenses except postage and mailing supplies such as envelopes and letterhead which will be provided by the City of Gig Harbor, based on a per project basis and with prior arrangement with the Marketing Director and from the Marketing office postage and supply budget. No additional invoices from the Consultant will be accepted for expenses.

PRINT CLOSE

## POLICY SUMMARY VIEW

Insured	Agency
Carol Zahorsky 14735 Mcintosh Ln Se Tenino, WA 98589	AAA Insurance Agency - OLY Olympia Office 2415 Capital Mall Dr. SE Olympia, WA 98502

[Schedule of Locations](#) [Vehicle Coverages - Veh#1 1994 VOLV 940](#)

[YV1JS831XR117126 Vehicle Coverages - Veh#2 1982 VOLV 240](#)

[YV1AX4955C1420805 Personal Auto Additional Coverages](#) [Schedule of Drivers](#) [Schedule of Vehicles](#) [Schedule of Additional Interests](#)

**Policy Number: 11001487907**

**Coverage: Preferred Auto**

**Insurer: AMERICAN COMMERCE**

**Policy Effective & Expiration Dates: 11/20/2005 thru 05/20/2006**

**SCHEDULE OF LOCATIONS**

[^ Top](#)

LOC#	LOCATION ADDRESS	BLDG#	BUILDING DESCRIPTION
1	14735 MCINTOSH LN SE TENINO, WA 98589		

**Personal Auto Coverages**

**VEHICLE COVERAGES - VEH#1 1994 VOLV 940 YV1JS831XR117126**

[^ Top](#)

COVERAGE	LIMIT	DED	PREMIUM
Liability Bodily Damage	\$500,000/\$500,000		\$78.50
Liability Property Damage	\$100,000		\$45.50
Underinsured Motorist BI	\$500,000/\$500,000		\$40.00
Underinsured Motorist PD	\$100,000		\$11.00
Comprehensive		\$100	\$38.50
Collision Deductible		\$500	\$49.50

**VEHICLE COVERAGES - VEH#2 1982 VOLV 240 YV1AX4955C1420805**

[^ Top](#)

COVERAGE	LIMIT	DED	PREMIUM
Liability Bodily Damage	\$500,000/\$500,000		\$104.50
Liability Property Damage	\$100,000		\$60.50
Underinsured Motorist BI	\$500,000/\$500,000		\$46.00
Underinsured Motorist PD	\$100,000		\$14.00

**PERSONAL AUTO ADDITIONAL COVERAGES**

[^ Top](#)

COVERAGE	OPTIONS	BENEFITS	LIMIT	VEH	DRI	FORM - EDITION	DT
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## Client Access Policy Summary Page

Page 2 of 2

Additional or Aggregate PIP	1 2
Anti-Lock Brake Discount ANTI-L	1 1
Longevity Credit LOYAL	1 2
AAA Membership Discount - 9% AAA ME	1 2
Account Credit MULTI-	1 2
Passive Restraint PASSIV	1 1

**SCHEDULE OF DRIVERS**

^ Top

DRI#	DRIVER NAME AND ADDRESS	D.O.B. M/F	LICENSE NUMBER	LIC. ST.
1	CAROL ANNE ZAHORSKY	12/27/58 F	ZAHORCA423R7	WA
2	MEEGHAN N ZAHORSKY	11/14/86 F	ZAHORMN149QM	WA

**SCHEDULE OF VEHICLES**

^ Top

VEH#	VEHICLE DESCRIPTION	VEHICLE I.D. NO.	SYMBOL	CLASS CODE
1	1994 VOLV 940	YV1JS831XR117126	11	811220
2	1982 VOLV 240	YV1AX4955C1420805	08	811120

**SCHEDULE OF ADDITIONAL INTERESTS**

^ Top

AOI#	INTEREST NAME, ADDRESS AND ASSOCIATED ITEM	INTEREST TYPE
3	WFS FINANCIAL PO BOX 2675 CORAOPOLIS, PA 15108 Vehicle # - 1	Loss Payee

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Print Close

PRINT CLOSE

## POLICY SUMMARY VIEW

Insured	Agency
Carol Zahorsky 14735 Mcintosh Ln Se Tenino, WA 98589	AAA Insurance Agency - OLY Olympia Office 2415 Capital Mall Dr. SE Olympia, WA 98502ü

[Schedule of Locations](#) [Coverage Limits](#) [Additional Homeowners Coverages](#) [Underwriting Information For Location # 1](#) [Schedule of Additional Interests](#)

**Policy Number: 61000793863**

**Coverage: Homeowners**

**Insurer: AMERICAN COMMERCE**

**Policy Effective & Expiration Dates: 05/20/2005 thru 05/20/2006**

**SCHEDULE OF LOCATIONS**

[^ Top](#)

LOC#	LOCATION ADDRESS	BLDG#	BUILDING DESCRIPTION
1	14735 MCINTOSH LN SE TENINO, WA 98589		

**Homeowners Coverages**

**Loc# 1 14735 MCINTOSH LN SE TENINO WA**

**COVERAGE LIMITS**

[^ Top](#)

COVERAGE	LIMIT	DED	PREMIUM
Cov. A - Dwelling	\$146,000		\$308.00
Cov. B - Structures	\$14,600		
Cov. C - Personal Property	\$102,200		
Cov. D - Loss of Use	\$29,200		
Cov. E - Personal Liability	\$300,000		
Cov. F - Medical Payments	\$2,000		
All Perils Deductible		\$500.00	

**ADDITIONAL HOMEOWNERS COVERAGES**

[^ Top](#)

COVERAGES	LIMIT/PERCENT	DED	PREMIUM	FORM	EDITION	DT	TYPE	#OF
Personal Liability (Cov. E)			\$18.00					
HOMEMASTER PLUS			\$56.00					
Multi-Policy Credit MULTI-POLICY DISCOUNT								
New Home Discount NEW HOME DISCOUNT								
PERSONAL UMBRELLA COVERAGE			\$215.00					

## Client Access Policy Summary Page

Page 2 of 2

**UNDERWRITING INFORMATION FOR LOCATION # 1**[^ Top](#)

PROTECTION CLASS	YEAR BUILT	TERR
02	1998	008

**SCHEDULE OF ADDITIONAL INTERESTS**[^ Top](#)

AOI#	INTEREST NAME, ADDRESS AND ASSOCIATED ITEM	INTEREST TYPE
3	CHASE MANHATTAN MTG CORP P O BOX 47020 DORAVILLE, GA 30362-7020 Location # - 1	Mortgagee
4	RONALD E AND JOAN CZIKALI 4920 89TH AVE S.E. OLYMPIA, WA 98501-0000 Location # - 1	Certificate Holder

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Print Close

ATTN: KAREN SCOTT - 2 pgs

JANUARY 31, 2006

Fire Policy Status

ZAHORSKY, CAROL  
14735 MCINTOSH LN SE  
TENINO WA 98589-9425

B Ph. (360)704-3020  
FIRE Policy: 98-EM-5970-4 F Yr issd: 2003  
Xref:

Location: 14735 MCINTOSH LN SE  
TENINO WA 98589

Type: BUSINESS-OFFICE  
Coverage information

Term: CONT  
Premium: 320.00  
Renew date: MAY-23-06  
Written date: MAY-14-03

B-BUSN PROP 1200  
C-LOSS INC ACT LOSS

L-BUSN LIAB 1000000  
GEN AGGREGT 2000000  
PCO AGGREGT 2000000  
M-MED/PERSN 5000

Amount paid: 320.00  
Date paid: MAY-16-05  
Bill to: INSD  
Prev prem: 269

Prev risk: 1,100

Deductibles applied: 500 ALL PER OTHER DED MAY APPLY

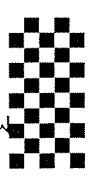
Messages:

Year built: 1996  
Zone: 12  
Sub zone: 03  
Constr: FRAME

*Karen,  
CAROL asked me  
to send this to  
you - 1-31-06*



LEE A. INGRIM, Agent  
4780 Capitol Boulevard, Suite 1  
Tumwater, Washington 98501  
Bus: (360) 764-7656





Fire Policy Status

JANUARY 31, 2006

ADDL INSURED - SECTION II  
 THE DEMICH GROUP  
 2222 STATE AVE NE STE B  
 OLYMPIA WA 98506-4764

ADDL INSURED - SECTION II  
 WASHINGTON STATE DEPARTMENT  
 OF TRANSPORTATION  
 PO BOX 47440  
 OLYMPIA WA 98504-7440

Prem adj: YRBUS \$ 12

ADDL INSURED - SECTION II  
 CITY OF GIG HARBOR  
 3510 GRANDVIEW ST  
 GIG HARBOR WA 98335-1214

Move-in: N

		PROPERTY LOCATIONS			LIABILITY		
LOC	CMPX	ADDRESS	CONTENTS	PREMIUM	EXPOSURE	LIMIT	PREMIUM
001	STCLS	BLD AMT	14735 MCINTOSH LN SE		TENINO WA	98589	
	804		1200	164	1390		1000000



LEE A. INGRIM, Agent  
 4780 Capitol Boulevard, Suite 1  
 Tumwater, Washington 98501  
 Bus: (360) 754-7856



Police Department

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: AGREEMENT FOR ANIMAL CONTROL SERVICES**  
**DATE: FEBRUARY 13, 2006**

**INFORMATION/BACKGROUND**

The Pierce County Humane Society terminated animal control services to the City of Gig Harbor on January 1, 2006. The Kitsap Humane Society has agreed to provide animal control services on a contractual per incident basis. We are proposing an agreement for animal control services between the City of Gig Harbor and the Kitsap Humane Society.

The agreement has been reviewed and approved by City Attorney Carol Morris.

**FISCAL IMPACTS**

The potential costs associated with this agreement have been estimated and are funded within the 2006 budget.

**RECOMMENDATION**

I recommend that Council authorize the Mayor to execute the attached Agreement for Animal Control Services with Kitsap Humane Society.

## AGREEMENT FOR ANIMAL CONTROL SERVICES

THIS AGREEMENT is entered into between the City of Gig Harbor, hereinafter referred to as "City", a Washington municipal corporation, and the Kitsap Humane Society, a non-profit corporation organized under the laws of the State of Washington, hereinafter referred to as the "Society".

WHEREAS, the Society has been appointed to act as the official Animal Control and impounding authority for the City of Gig Harbor under Ordinances codified in Title 6 of the Gig Harbor Municipal Code and

WHEREAS, pursuant to the said appointment, the City desires to contract with the Society for the performance of the duties and services required of the official Animal Control authority of the City and the Society is agreeable to performing such duties and services according to certain terms and conditions, now, therefore,

IN CONSIDERATION of the mutual benefits and conditions hereinafter specified, the parties agree as follows:

1. Scope of Services. The Society agrees to furnish all labor, materials, equipment and facilities to perform the duties and services required of the official Animal Control Authority of the City. Such duties and services shall include the following:

a) Impounding Authority. The Society shall act as the impounding authority for the City and shall provide impound services and facilities for all animals for which impounding is authorized or ordered by the City Pursuant to City ordinances.

b) Enforcement of Ordinances. The Society is designated as the Animal Control Authority and shall enforce all ordinances of the City now in effect or hereinafter enacted relative to the care, treatment, control, and impounding. The Chief of Police of the City shall commission animal control officers of the Society over the age of twenty-one (21) years as special police officers of the City with the power to enforce City Ordinances relating to animal control only. PROVIDED, that such commission shall be conferred at the discretion of the Chief of Police and may be revoked at will by him.

c) Quarantine. The Society, under the authority and at the direction of the health officer of the Pierce County Health District, shall, pursuant to the direction of the health officer or in accordance with the request of the

owner, quarantine all animals that shall have bitten a person so as to have broken the skin, provided, that the length of such quarantine and the decision to release animals from quarantine shall be within the determination and discretion of the health department. It is the understanding of the parties that the health officer has the responsibility to monitor animals under quarantine and the Society shall cooperate with the health officer in the record keeping necessary to monitor the keeping of quarantined animals.

d) Clearing of Livestock. The Society shall, upon request, assist officers of the Gig Harbor Police Department and other employees of the City of Gig Harbor in clearing the City streets and roads of livestock or any other animals at large upon said roads and streets; provided, however, that nothing contained herein shall be construed to place responsibility on the Society for the removal of livestock or any other animals, whether living or dead, from public roads, streets and highways, nor from public or private property.

e) Assistance in prosecution. The Society shall assist all officers of the City in obtaining and presenting evidence in connection with the prosecution of all violations of City ordinances pertaining to animals covered by this Agreement.

2. Application of Agreement. The duties of the Society as set forth herein shall pertain to all domestic animals and to wild animals which have been tamed or kept in captivity. The duties of the Society as set forth herein shall not pertain to wild, predatory or game animals or birds which have not been tamed, except in case of injury and/or suffering of such animal.

### 3. Status of Society.

a) Independent Contractor. The Society and the City agree that the Society is an independent contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. Neither the Society nor any employee of the Society shall be entitled to any benefits accorded City employees by virtue of the services provided under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the State Industrial Insurance program, or otherwise assuming the duties of an employer with respect to the Society or any employee of the Society.

b) Nonprofit Corporation. The Society, during the term of this contract, shall function as a nonprofit corporation, provided, that nothing contained in this Agreement shall be construed to prevent the Society from selling impounded animals, strays or gift animals, nor from boarding for a fee animals under quarantine, at the request of the owners.

4. Duties of the City Prosecutor. The City of Gig Harbor, acting through its City Prosecutor, shall have the discretion to prosecute all criminal cases brought to enforce City ordinances relating to animal control. The City Prosecutor shall provide legal assistance to Society personnel in the interpretation and administration of said City ordinances.

5. Records. The Society shall maintain complete and accurate records of all animals and complaints handled and of all income and expenditures related to the performance of the Society's duties under this Agreement. Such records shall be kept for a period of five (5) years.

6. Term of Agreement. This Agreement shall be in full force and effect for a period of five years commencing January 1, 2004 and ending December 31, 2008, unless sooner terminated under the provisions hereinafter specified.

a) Early Terminations. If the Kitsap County Contract is not renewed, then this agreement terminates 30 days after the Society received notice of Gig Harbor's Non Renewal. In the event of Non Renewal the Society will give the City of Gig Harbor, reasonable written notice of the termination of this agreement.

7. Compensation: For and in consideration of the services to be performed by the Society under this Agreement, the City agrees to pay the Society the following:

a) The trip fee to travel to Gig Harbor and pick up a dog(s) will be \$150.00 per occurrence. If an investigation requires more time than the total trip time of 2 hours, Gig Harbor will be charged an additional hourly fee of \$73.00 per hour.

b) The boarding fee through the stray period will be \$16.29 per day.

c) The fee for euthanasia is based on weight (see attached).

d) If cremation is requested, the fee is based on weight (see attached).

7. Indemnification.

a) The Society shall indemnify, defend and hold harmless the City, its agents and employees, from and against any and all liability arising from injury or death to persons or damage to property occasioned by a negligent or tortious acts or omission of the Society, its agents, servants or employees, irrespective of whether in connection with such act or omission it is alleged or claimed that negligence of the City, or its agents or employees caused or contributed thereto. In the event that the City shall elect to defend itself against any claim or suit arising from such injury, death or damage, the Society shall, in addition to indemnifying and holding the City harmless from any liability, indemnify the City for any and all expense incurred by the City in defending such claim or suit, including attorney's fees.

b) With respect to the City, the Society expressly waives its immunity under Title 51 of the Revised Code of Washington, the Industrial Insurance Act, for injuries to its employees and agrees that the obligation to indemnify, defend and hold harmless the City extends to any claim, demand or action brought by or on behalf of any employee of the Society and includes any judgment, award and cost thereof, including attorney's fees.

9. Insurance. Prior to commencing work, the Society shall procure and maintain at the Society's own cost and expense for the duration of the Agreement the following insurance against claims for injuries to persons or damages to property which may rise from or in connection with the performance of the work or services hereunder by the Society, its agents, representatives, employees or subcontractors.

Minimum Limits of Insurance: The Society shall maintain limits no less than:

*Commercial General Liability:* One million dollars (\$1,000,000) combined single limit per occurrence for bodily injury and property damage, and two million dollars (\$2,000,000) aggregate. Coverage shall be on an "occurrence" basis. Gig Harbor shall be named, by endorsement, as an additional

insured on the Contractor's insurance policy as respects this contract.

*Professional Liability (Errors and Omissions) Insurance:* With a limit of not less than one million dollars (\$1,000,000).

*Workers' Compensation and Employer's Liability:* Workers' Compensation coverage as required by the State of Washington.

10. Termination. It is agreed by the parties hereto that this Agreement may at any time be terminated by the City of Gig Harbor giving to the Society thirty (30) days written notice of the City's intention to terminate the same, but that in the absence of such notice, the contract shall run for the full term named above.

11. Notices. Notices to the City of Gig Harbor shall be sent to the following address:

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

Notices to the Society shall be sent to the following:

Kitsap Humane Society  
9167 Dickey Road NW  
Silverdale, WA 98383

12. In the event that any provision shall be deemed to be invalid or otherwise unenforceable, the rest of the agreement shall still be a valid and binding agreement.

13. Attorney Fees. In the event that either party needs to enforce the terms of this agreement the prevailing party will be entitled to an award of attorney fees and cost expended therein.

14. Entire Agreement. This Agreement contains the entire agreement between the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this contract, shall be deemed to exist or to bind any of the parties hereto.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2006\_\_

CITY OF Gig Harbor

KITSAP HUMANE SOCIETY

By: \_\_\_\_\_  
Mayor, Chuck Hunter

By: Priscilla Orcutt  
President, Priscilla Orcutt

Attest:

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

Approved as to Form:  
Office of the City Attorney:

By: \_\_\_\_\_  
Carol A. Morris





Police Department

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS** *MD*  
**SUBJECT: 2006 BOATING SAFETY PROGRAM AGREEMENT**  
**DATE: FEBRUARY 13, 2006**

### **INFORMATION/BACKGROUND**

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

We were eligible for a portion of this funding during the 2005 budget year. Because of the delay in the state disbursement of funds, the county must wait to make their distribution. As a result, we are actually always contracting "in reverse," being paid for last year's budget cycle.

The agreement has been reviewed and approved by City Attorney Carol Morris.

### **FISCAL IMPACTS**

If we sign the agreement, we will receive our share of the 2005 funding, \$12,480.00.

### **RECOMMENDATION**

I recommend that Council authorize the Mayor to execute the attached Boating Safety Program Agreement.

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

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

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

**WHEREAS**, the County has an approved boating safety program; and

**WHEREAS**, the 2005 annual distribution of vessel registration fees in the amount of \$208,188.22 has been received by the County; and

**WHEREAS**, pursuant to WAC 325.65.30, the legislative authority of each County with an approved boating safety program will be responsible for equitable distribution of funds allocated by the State Treasurer to local jurisdictions with approved boating safety programs within the County; and

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

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

**WHEREAS**, the County and the City desire to enter into a cooperative agreement;

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

1. The City agrees to use the funds made available under this agreement only for boating safety purposes as defined by WAC 356.65.040. The City further agrees to use the funds to increase boating safety education and enforcement efforts and to stimulate greater local participation in boating safety, but not to use the funds to supplant existing boating safety funding.
2. The City agrees to operate its boating safety programs in compliance with the State's program requirements and to comply with all applicable federal, state and local laws in performing any activities resulting from the use of the funds distributed under this agreement.

3. The City agrees to submit an annual report of activities performed and participate in state-wide boating surveys as required by State parks. Additionally, in accordance with WAC 352.65.060, an annual program assessment and report of activities of the local jurisdiction boating safety program will be made by State parks in order to insure the integrity of the program approval.
4. The County and the City agree that the City's equitable share of vessel registration fees is \$12,480. The County agrees to deliver to the City Treasurer a check in that amount.
5. No changes or additions shall be made to this agreement except as agreed to both parties and reduced to writing and executed with the same formalities as are required by the execution of this agreement.
6. The laws of the State of Washington shall govern this agreement. The parties stipulate that any lawsuit regarding this agreement must be brought in Pierce County Washington.
7. Should any clause, phrase, sentence or paragraph of this agreement be declared invalid or void, the remaining provision of this agreement shall remain in full force and effect.
8. This agreement shall take effect upon the signature of both parties and shall remain in effect until December 31, 2006 unless sooner extended by written agreement of the parties.

End of agreement. Signature page immediately following.

**PIERCE COUNTY  
CONTRACT SIGNATURE PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2006.

**CONTRACTOR:**

\_\_\_\_\_  
Contractor Signature Date

\_\_\_\_\_  
Title of Signatory Authorized by Firm Bylaws

Name: City of Gig Harbor

UBI No. \_\_\_\_\_

Address: 3510 Grandview Street  
Gig Harbor, WA 98335

Mailing Address: same as above

Contact Name: Chief of Police

Phone: 853-2420

Fax: \_\_\_\_\_

**PIERCE COUNTY:**

Reviewed:

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

\_\_\_\_\_  
Budget and Finance Date

**Approved:**

\_\_\_\_\_  
Department Director (*less than \$250,000*) Date

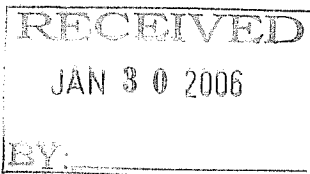
\_\_\_\_\_  
County Executive (*over \$250,000*) Date



NOTICE OF LIQUOR LICENSE APPLICATION

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

DRL



DATE: 1/27/06

TO: MOLLY TOWSLEE, CITY CLERK
RE: NEW APPLICATION

UBI: 602-572-444-001-0001

License: 084215 - 1U County: 27
Tradename: MARKETPLACE GRILLE
Loc Addr: 8825 N HARBORVIEW DR STE C & D
GIG HARBOR WA 98332-2144
Mail Addr: 8825 N HARBORVIEW DR STE C & D
GIG HARBOR WA 98332-2214
Phone No.: 253-858-2389 LAI FOOK, RICHARD

APPLICANTS:
LAI FOOK, RICHARD ANTHONY
1968-11-18
LAI FOOK, TERRY-ANN CARLENE
1971-02-09

Privileges Applied For:
BEER/WINE REST - BEER/WINE

As required by RCW 66.24.010(8), the Liquor Control Board is notifying you that the above has applied for a liquor license. You have 20 days from the date of this notice to give your input on this application. If we do not receive this notice back within 20 days, we will assume you have no objection to the issuance of the license. If you need additional time to respond, you must submit a written request for an extension of up to 20 days, with the reason(s) you need more time. If you need information on SSN, contact our CHRI Desk at (360) 664-1724.

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

DATE

SIGNATURE OF MAYOR,CITY MANAGER,COUNTY COMMISSIONERS OR DESIGNEE



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: SECOND READING OF ORDINANCE**  
**– REQUEST FOR PUBLIC ALLEY VACATION**  
**DATE: FEBRUARY 13, 2006**

**INTRODUCTION/BACKGROUND**

On January 23, 2006, City Council held a public hearing regarding the requested alley vacation initiated by Mr. Wayne Willis and the Ross Building Condominium Association. The City Council continued the public hearing until January 23, 2006.

Specifically, the request is for the vacation of the public alley abutting lots 8, 9 and 10 to the north and lots 12 and 13 to the south, all in F.H. Adams Addition, located adjacent to 3010 Harborview Drive. The Petitioner and the City were not aware of the public alley when the building permit was approved as the alley was not identified on the Pierce County Assessor's maps. The improvements have been constructed and encroach into the public alley. The need for the vacation came about after the Petitioner applied for revisions to the condominium property. To address the problem, and in exchange for the vacation of this portion of the alley, the Petitioner has agreed to dedicate to the City a 20-ft. easement to be located to the south of the existing 15-ft. public alley requesting to be vacated. The 20-ft. easement, as proposed does not impact or eliminate the existing 5 parking stalls. The Petitioner also agrees to dedicate a 15-ft. easement for storm drain maintenance and repair. Future access to the abutting properties will utilize the new 20-ft. easement provided by the Petitioner. This easement that the City is accepting provides substantially the same access as the easement that the City is vacating.

The City does not need the existing easement for use in the City's street system, nor does it contribute to traffic circulation. This vacation request will not eliminate public access to the abutting property.

**FISCAL CONSIDERATIONS**

The processing fee has been paid in accordance with GHMC 12.14.004.

**RECOMMENDATIONS**

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

EXIST DUMPSTER  
CONC PAD  
TO REMAIN

REPLACE W/  
NEW CONC  
WALK  
SEE SHT A-1

EXIST C.B.  
REMOVE

3-ft. Storm Drainage Easement

PARKING

NEW CONC  
CURB

PARKING

40.0 PARKING

NEW ASPHALT  
PAVING

40.0

REMOVE  
EXIST  
PLANTER

20-ft. Ingress/Egress  
Utility Easement

C.B. #2  
RIM 39.9

41.8

41.3

5.8

15-ft. Storm  
Drainage  
Easement

42.3

RIDGE

42.0

EXIST STORM  
DRAIN  
ABANDON  
(REMOVE IF REQ)

42.0

41.5

EXIST C.B.  
REMOVE

42.3

CONC  
CURB

NEW CONC WALK  
& POCKET PARK  
SEE SHT A-1

41.4

42.0

C.B. #1  
RIM 41.3

42.0

EXIST  
TO REMAIN

POCKET  
WALK  
SEE SHT A-1

EXIST C.B.  
TO REMAIN  
RIM 41.9±  
VERIFY

EXIST. STORM DRAIN  
TO REMAIN

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, VACATING A PUBLIC ALLEY BETWEEN AND ABUTTING LOTS 8, 9 AND 10 (TO THE NORTH) AND LOTS 12 AND 13 (TO THE SOUTH), ALL IN F.H. ADAMS ADDITION, COMMONLY KNOWN AS 3010 HARBORVIEW DRIVE, LOCATED IN GIG HARBOR, WASHINGTON.**

---

WHEREAS, Wayne Willis and the Ross Building Condominium Association applied for a building permit for the construction of a third-story addition, located at 3010 Harborview Drive, Gig Harbor, Washington 98335 (hereinafter the "Property"); and

WHEREAS, the building permit application did not show that there was a public alley adjacent to the Property; and

WHEREAS, the public alley was not identified on the Pierce County Assessor's maps, and as a result, neither the City nor the applicant was aware of the alley when the building permit was approved; and

WHEREAS, after the improvements shown on the building permit were constructed, the City and Mr. Willis learned that the improvements encroach into the public alley; and

WHEREAS, in order to address this problem, Mr. Willis has agreed to dedicate a twenty-foot easement to the City for ingress/egress, and a fifteen foot easement for storm water facilities maintenance and operation, which will be located to the south of the existing public alley, and in exchange, Mr. Willis has requested that the City vacate its easement on the existing fifteen-foot public alley; and

WHEREAS, on November 21, 2005, Mr. Willis and the Ross Building Condominium



Association submitted a street vacation petition to the City, requesting that the City vacate the public alley; and

WHEREAS, the City Community Development Director stated that the exchange of easements would not eliminate any required parking for the uses existing on the property; and

WHEREAS, the City Engineer stated that the public alley to be vacated was used for access to the parking on the property, and was not needed as part of the City's street system, nor would it be needed in the future as part of the City's street system; and

WHEREAS, the City Engineer also stated that the new easement provided by the property owner would provide substantially the same ingress and egress to the parking on the property as the existing public alley; and

WHEREAS, on December 12, 2005, the City Council approved Resolution No. 659, establishing January 9, 2006 as the date for the receipt of public testimony on the requested alley vacation; and

WHEREAS, on January 9, 2006, the City Council continued the public hearing until January 23, 2006, and on that date the hearing was held on the alley vacation; and

WHEREAS, on January 23, 2006, the City Council agreed to approve the alley vacation in exchange for the easement offered by Mr. Willis, and the Council further accepted this Easement; Now, Therefore,

**THE GIG HARBOR CITY COUNCIL ORDAINS AS FOLLOWS:**

Section 1. The City Council finds that the public alley abutting lots 8, 9 and 10 to the north and lots 12 and 13 to the south, all in F.H. Adams Addition, located adjacent to 3010 Harborview Drive, which is legally described in Exhibit A, (attached hereto and by this

reference incorporated herein), shall be vacated in exchange for the dedication of the above-described easements from Wayne and Helen Willis and the Ross Building Condominium Association. The Council acknowledges the dedication of these easements in the Easement Agreement dated January 23, 2006 and signed by the property owners described above.

Section 2. The City Clerk is hereby directed to record a certified copy of this Ordinance with the Office of the Pierce County Auditor.

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

CITY OF GIG HARBOR

By: \_\_\_\_\_  
Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

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

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

**AFTER RECORDING, RETURN TO:**

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

Document Title: **EASEMENT AGREEMENT**

Grantor: Wayne Willis and Helen Willis, husband and wife and the Ross Building Condominium Association

Grantee: City of Gig Harbor

Legal Description: LOTS 8, 9, 12, 13 OF "F.H. ADAMS ADDITION," ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, AT PAGES 54 AND 55 IN PIERCE COUNTY, WASHINGTON, EXCEPT THE SOUTH 130.00 FT. OF SAID LOT 24.

Property Tax Parcel No.: 7283000-001 thru 006-0

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

## EASEMENT AGREEMENT

THIS INSTRUMENT, executed this date by and between the City of Gig Harbor, a Washington municipal corporation (the "City" herein), and Wayne Willis and Helen Willis, husband and wife and the Ross Building Condominium Association, a non-profit corporation organized under the laws of the State of Washington (the "Owners" herein):

### WITNESSETH:

WHEREAS, on December 5, 2001, Wayne Willis applied for a building permit for the construction of a three story addition on the Willis Marketing Building, located at 3010 Harborview Drive, Gig Harbor, Washington 98335 (hereinafter the "Property"); and

WHEREAS, the building permit application did not show that there was a public alley adjacent to the Property; and

WHEREAS, the public alley was not identified on the Pierce County Assessor's maps, and as a result, neither the City nor the applicant was aware of the alley when the building permit was approved; and

WHEREAS, after the improvements shown on the building permit were constructed, the City and Mr. Willis learned that the improvements encroach into the public alley; and

WHEREAS, in order to address this problem, Mr. Willis has agreed to dedicate a ingress/egress/utility easement of twenty feet to the City as well as dedicate a fifteen foot easement for storm water to the City, which will be located to the south of the existing public alley, and in exchange, Mr. Willis has requested that the City vacate its easement on the existing fifteen-foot public alley; and

WHEREAS, on November 21, 2005, Mr. Willis and the Ross Building Condominium Association submitted a street vacation petition to the City, requesting that the City vacate the public alley; and

WHEREAS, on December 12, 2005, the City Council approved Resolution No. 659, establishing January 9, 2006 as the date for the receipt of public testimony on the requested alley vacation; and

WHEREAS, on January 9, 2006, the City Council continued the public hearing until January 23, 2006, and on that date the hearing was held on the alley vacation; and

WHEREAS, on January 23, 2006, the City Council agreed to approve the alley vacation in exchange for the easement offered by Mr. Willis, and the Council further accepted this Easement;

WHEREAS, the Owners own a fee simple and/or have a substantial beneficial interest in the following real property, known as 3010 Harborview Drive, Gig Harbor, Washington, 98335, and which is legally described as follows [hereinafter the "Property"]:

LOTS 8, 9, 12, 13 OF "F.H. ADAMS ADDITION," ACCORDING TO PLAT RECORDED IN BOOK 13 OF PLATS, AT PAGES 54 AND 55 IN PIERCE COUNTY, WASHINGTON, EXCEPT THE SOUTH 130.00 FT. OF SAID LOT 24.

NOW, THEREFORE, the parties hereto agree as follows:

#### T E R M S

Section 1. Consideration. In consideration of the above and the City's granting of a street vacation for the public alley abutting lots 8, 9 and 10 to the north and lots 12 and 13 to the south of the F.H. Adams Addition, located adjacent to Harborview Drive, Owners hereby convey and warrant to the City, two perpetual, nonexclusive easements, for the following purposes:

A. Ingress, Egress and Utilities: The Owners hereby convey and warrant to the City a perpetual, nonexclusive easement of twenty (20) feet, under, over, through and across the Property as described in Section 2(A) below, for the purposes of public ingress, egress, and all uses associated with such public access, including the installation, construction, reconstruction, maintenance, operation and repair of all utilities owned and operated by the City.

B. Storm Water. The Owners hereby convey and warrant to the City a perpetual, nonexclusive easement of fifteen (15) feet, under, over, through and across the Property as described in Section 2(B) below, for the purposes relating to the operation, installation, construction, reconstruction, maintenance, and repair of the storm water drainage facilities owned and operated by the City.

Section 2. Legal Description of Easement. The legal description of the Easements conveyed and granted to the City by the Owners are:

A. Ingress, Egress and Utilities: The legal description is attached hereto as Attachment A and by this reference is incorporated herein. A map of the easement is

attached hereto as Easement Map A and by this reference is incorporated herein.

B. Storm Water. The legal description is attached hereto as Attachment B and by this reference is incorporated herein. A map of the easement is attached hereto as Easement Map B and by this reference is incorporated herein.

Section 3. Conditions. This Easement Agreement is subject to and conditioned upon the following terms and covenants, which both parties promise to faithfully and fully observe and perform:

A. Responsibility to Repair Damage. The City shall, upon completion of any work within the Property covered by the easement, restore the surface of the Easements, and any improvements on the Property not owned by the City, disturbed, damaged or destroyed during execution of the work, as nearly as practicable to the condition they were in immediately before commencement of the work or entry by the City. However, the City shall not be required to restore any such improvements installed and/or constructed on the Easements by the Owners subsequent to execution of this Easement Agreement, and as otherwise provided in paragraph "B" below.

B. Limitations on Owners. The Owners shall retain the right to use the surface of the Easements. However, the Owners shall not directly or indirectly have the right to:

- (1). Erect or install, or cause to be erected or installed, any buildings, structures, pavement, or facilities within the Easements; or
- (2). Plant, or cause to be planted, any additional trees, shrubs, or vegetation with deep root patterns which may cause damage to or interfere with the drainage system located within the Easements; or
- (3). Develop, landscape, or beautify, or cause to be developed, landscaped, or beautified, the Easement area in any way that would unreasonably increase the costs to the City of restoring the Easements or restoring any Owner-caused or Owner authorized improvements therein; or
- (4). Grant any additional or subsequent easement inconsistent with the rights of the City as granted herein. The City shall make the final determination whether any proposed subsequent easement is inconsistent with the City's Easements.

C. Notice of Entry. The Owners, their successors and assigns, shall allow access to the Easements by the City, without the City having to give prior notice of its intent to access the Easements.

Section 4. Indemnification, Hold Harmless. The Owners hereby release, covenant not to bring suit and agree to indemnify, defend and hold harmless the City, its officers, officials, employees, agents and representatives from any and all claims, costs, judgments, losses or suits including attorneys' fees, awards or liabilities to any person arising out of or in connection with this Easement, except for injuries or damages caused by the sole negligence of the City.

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

The provisions of this section shall survive the termination of this Easement Agreement.

Section 5. Dispute Resolution and Attorneys' Fees. If any dispute arises between the Owners and the City under any of the provisions of this Easement Agreement which cannot be resolved by agreement of the parties, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Easement shall be governed by and construed in accordance with the laws of the State of Washington. The prevailing party of any such litigation shall be entitled to recover its reasonable attorneys' fees and costs, including any expert witness fees.

Section 6. Waiver. No waiver by either party of any term or condition of this Easement Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Easements.

Section 7. Merger. This Easement Agreement contains all of the agreements of the Parties with respect to any matter covered or mentioned in this Easement and no prior agreements shall be effective for any purpose.

Section 8. Severability. If any of the provisions contained in this Easement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

Section 9. Easements Binding on Successors and Assigns. This instrument shall be recorded in the records of the Pierce County Auditor at the expense of the Owners and shall inure to the benefit of and be binding upon the Owners, its legal representatives, assigns, heirs and all owners of an after-acquired interest in the Property, and their successors and assigns.

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

CITY OF GIG HARBOR

OWNERS:

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

Wayne Willis  
Print Name: WAYNE WILLIS

Alan Willis  
Print Name: Alan Willis

Wayne Willis  
Print Name: WAYNE WILLIS  
PRESIDENT-ROSS CONDO.  
ASSOC.

APPROVED AS TO FORM:

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

ATTEST:

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

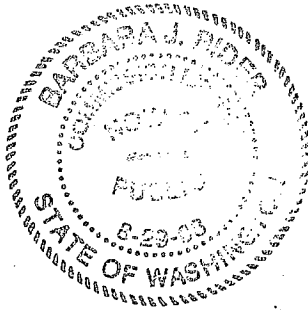


(All Owners' signatures must be notarized)

STATE OF WASHINGTON )  
COUNTY OF Perce ) ss.

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

Dated: 1-18-04



Barbara J. Rieder  
NOTARY PUBLIC, State of Washington,  
residing at: 919 Hansen  
My Commission expires: 8-29-08

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

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

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

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

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

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

NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_

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

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF PIERCE            )

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

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

\_\_\_\_\_

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

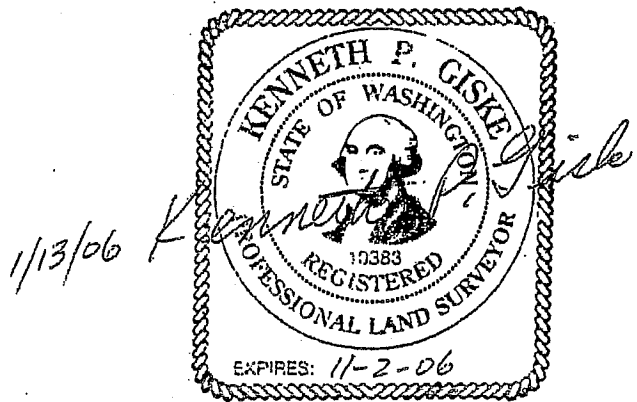
\_\_\_\_\_  
My Commission expires: \_\_\_\_\_

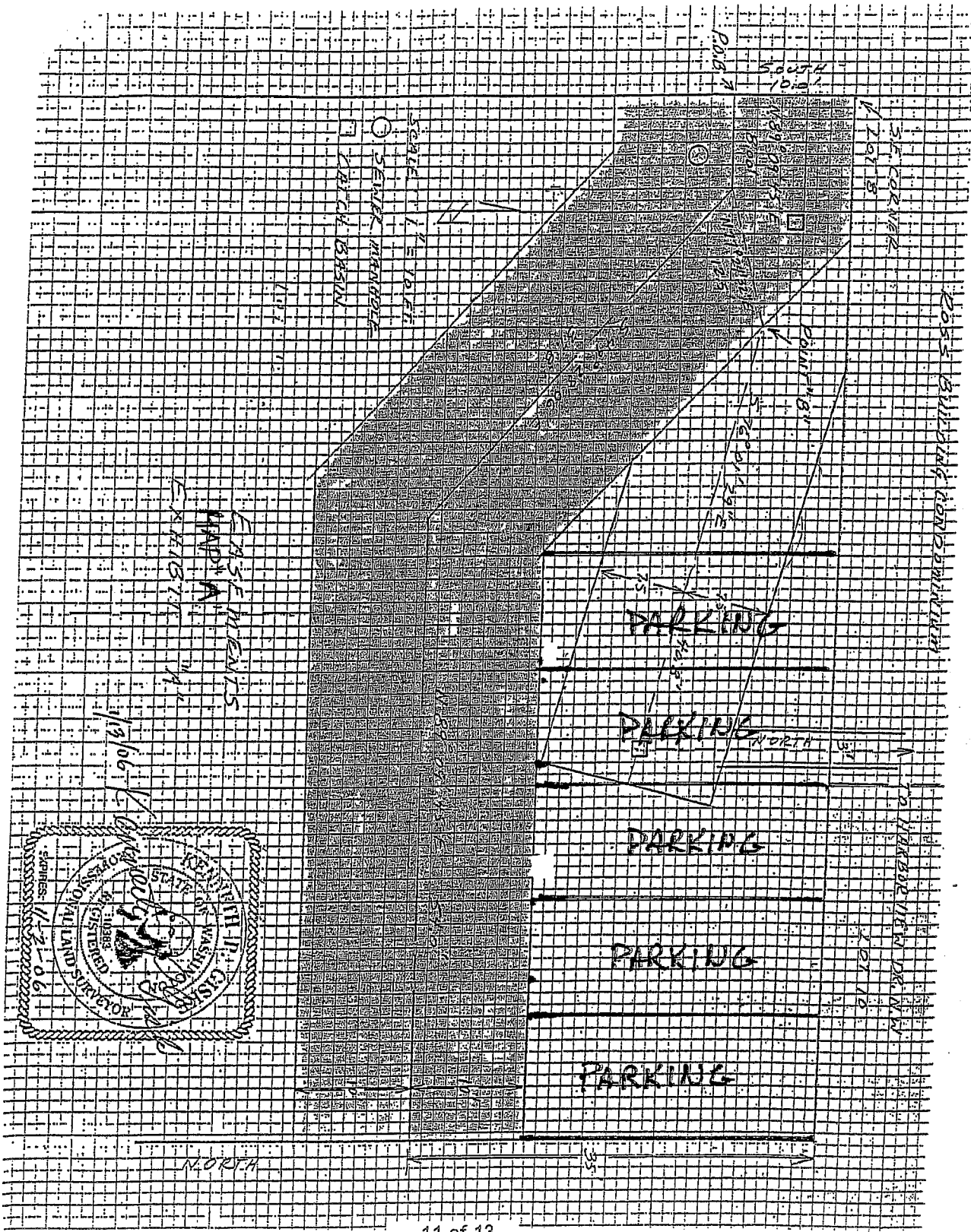
# 20 FOOT INGRESS EGRESS UTILITY EASEMENT ATTACHMENT A

Beginning at a point of 10 feet South of the Southwest corner of Lot 8 in the plat of F.H. Adams Addition recorded in Book 13 of Plats, pages 54 and 55 in Pierce County, Washington.

The following centerline described is for a 20 foot ingress, egress and utilities easement which is 10 feet each side of the described centerline.

Beginning at the point above; thence N 89° 09' 45" E, 8.00 feet; also identified as point "B"; thence S 49° 28' 06" E, 37.82 feet; thence N 89° 09' 45" E, 54.00 feet to the East line of Lot 12 in the same plat and end of this description.

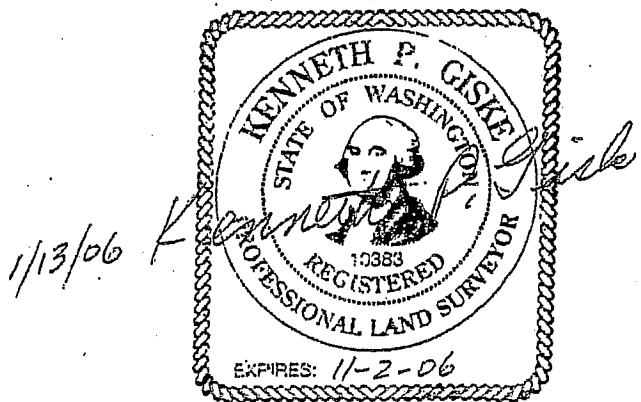


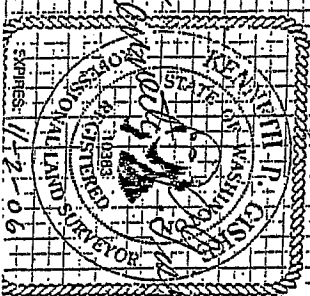
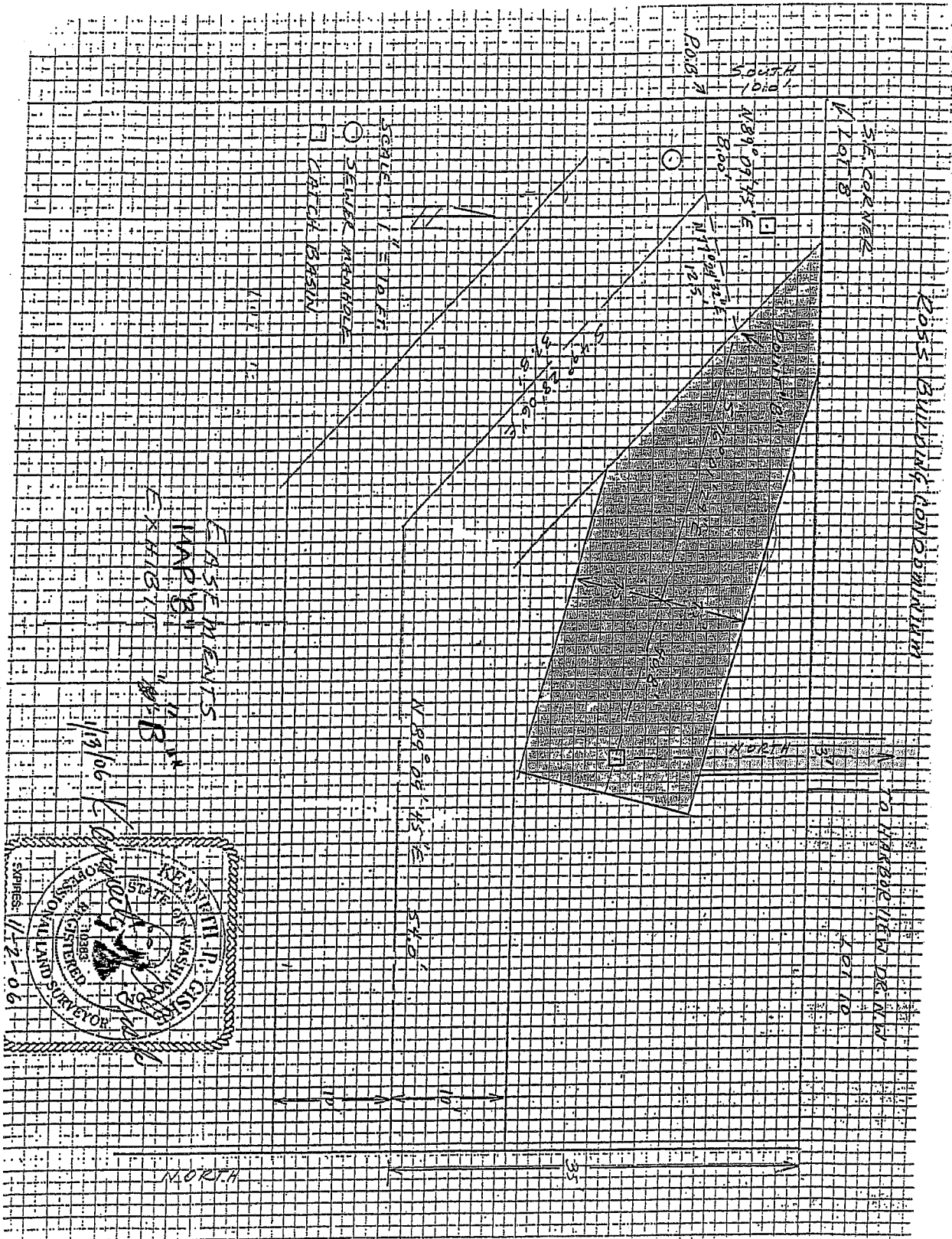


EASEMENT  
15 FOOT STORM DRAIN EASEMENT  
ATTACHMENT B

Commencing at Point "B" above; thence N 77° 24' 32" E, 12.50 feet to the Northeast Boundary of the 20 foot easement described above and point beginning for the centerline of a 15 foot easement; thence S 76° 01' 29" E, 40.8 feet; thence North for a 3 foot easement to Harborview Dr. N.W.

See Easement Map B







## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: KRISTIN MOERLER, ASSOCIATE PLANNER**  
**SUBJECT: SECOND READING OF ORDINANCE – STEWART REZONE**  
**(REZ 05-907)**  
**DATE: FEBRUARY 13, 2006**

### **INTRODUCTION/BACKGROUND**

The City designated the portion of the Harbor Heights neighborhood in which the subject parcel is located as Medium Urban Residential in the City's 1986 Comprehensive Plan. This area has maintained this designation through subsequent Comprehensive Plan reviews and is currently shown on the City's Comprehensive Land Use Map as Medium Residential (the text of the Comprehensive Plan references RM-Urban Residential Moderate Density). The applicant has requested to implement this designation on the subject site to further the City's Comprehensive Plan.

A SEPA threshold Determination of Non-significance (DNS) was issued for the rezone on November 9, 2005. No appeals were filed on the DNS. The Hearing Examiner (HE) held a public hearing on this application on December 14, 2005. The HE approved the application on December 28, 2005. The appeal period for this decision expired on January 13, 2006. Rezones are required to be adopted by ordinance; the first reading on this matter was January 23, 2006.

### **POLICY CONSIDERATIONS**

The City of Gig Harbor Comprehensive Plan Land Use Map designates the site as Residential Medium (RM) – Urban Residential Moderate Density. Residential Medium is defined as allowing 4-12 dwelling units per acre.

The proposed R-2 designation allows for single family homes and duplexes with a maximum density of 6 dwelling units per acre

### **FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this rezone.

### **RECOMMENDATION**

Staff recommends that Council adopt the attached ordinance finalizing the rezone.



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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 2.5 ACRES FROM R-1 (SINGLE-FAMILY) ZONING DISTRICT TO AN R-2 (MEDIUM DENSITY RESIDENTIAL) ZONING DISTRICT, LOCATED BETWEEN MCDONALD AVENUE AND SOUNDVIEW DRIVE NORTH OF SOUNDVIEW COURT, ASSESSOR'S PARCEL NUMBER 022108315.**

---

WHEREAS, Randy Stewart and Barbara Stewart, husband and wife, own the parcel located between McDonald Avenue and Soundview Drive north of Soundview Court in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 022108315; and

WHEREAS, the land use designation in the Comprehensive Plan of the subject parcels is RM (urban residential moderate density), and this designation dates back to the City's 1986 Comprehensive Plan; and

WHEREAS, RCW 36.70A.130(1)(b) requires consistency between comprehensive plans and development regulations; and

WHEREAS, the existing residential medium (RM) comprehensive plan land use designation anticipates medium density residential development; and

WHEREAS, Randy and Barbara Stewart have requested that the property be rezoned from R-1 (single family) to R-2 (Medium Density Residential), which allows medium density residential development; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on November 9, 2005; and

WHEREAS, the SEPA threshold decision was not appealed; and

WHEREAS, the proposed rezone is a Type III action as defined in GHMC 19.01.003(B) for site-specific rezones; and

WHEREAS, A final decision for a Type III application shall be rendered by the Hearing Examiner as per GHMC 19.01.003(A); and

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on December 14, 2005, at which time the Hearing Examiner accepted written comments from William Owel, on behalf of the Spinnaker Ridge Community Association and accepted oral comments from Grace Hooper and the applicant, Randy Stewart; and

WHEREAS, the Hearing Examiner approved the proposed rezone in his decision dated December 28, 2005; and

WHEREAS, the appeal period expired on January 13, 2006; and

WHEREAS, rezones must be adopted by ordinance as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community Development on October 14, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 23, 2006;

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

Section 1. The real property located between McDonald Avenue and Soundview Drive north of Soundview Court, Assessor Parcel #022108315 and as shown on attached Exhibit "A", and legally described as follows:

SOUTH HALF OF NORTH HALF OF NORTH HALF OF LOTS 5A AND 6,  
SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE  
MERIDIAN, SITUATE IN PIERCE COUNTY, WASHINGTON; EXCEPT  
SOUNDVIEW DRIVE

is hereby rezoned from R-1 (single family) to R-2 (Medium Density Residential).

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 by this section.

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

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

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

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

FILED WITH THE CITY CLERK: \_\_\_\_\_

PASSED BY THE CITY COUNCIL: \_\_\_\_\_

PUBLISHED: \_\_\_\_\_

EFFECTIVE DATE: \_\_\_\_\_

ORDINANCE NO: \_\_\_\_\_



## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JENNIFER SITTS, SENIOR PLANNER**  
**SUBJECT: SECOND READING OF ORDINANCE CONDITIONALLY PERMITTING  
INDEPENDENT LIVING FACILITIES IN THE GENERAL BUSINESS  
DISTRICT (B-2)**  
**DATE: FEBRUARY 13, 2006**

### INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance adding Independent Living Facilities to the list of conditional uses in the General Business District (B-2) (GHMC 17.36.030). The amendment was proposed by Colson & Colson Construction Company. An independent living facility is defined as *"a multiunit establishment which provides living quarters and a variety of social, housekeeping, and transportation services to senior citizens who choose to live in a congregate setting. Individual dwelling units are of a barrier-free design with separate bathroom facilities and may contain a full kitchen, partial kitchen, or no kitchen. Communal areas include a dining room in which at least one meal per day is served, social and activity areas, laundry facilities, and open space."* (GHMC 17.04.439)

On February 28, 2005, the City Council passed Ord. 990 which established definitions for independent living facilities and assisted living facilities. The ordinance also replaced the use classifications: "senior citizen housing", "retirement complexes/homes/centers", and "homes for the aged" with "independent living facilities and assisted living facilities". Since none of these former use categories were allowed in the B-2, the B-2 was not amended with this ordinance.

The Planning Commission held a public hearing on the proposed amendment on January 5, 2006. The applicant sent a representative to testify on their behalf; no other testimony was received. After brief discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the proposed text amendment. A copy of the January 5, 2006 Planning Commission minutes is attached.

### POLICY CONSIDERATIONS

Zoning text amendments are addressed in chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). Applicable land use policies and codes are as follows:

- A. Comprehensive Plan:** Goal 2.3.3b of the Comprehensive Plan states that the City should provide housing opportunities for varied types and ages of households to include single-parent and two-families, individuals and the elderly. Goal 2.2.3d states that the Commercial/Business land use designation provides primarily retail and wholesale facilities, including service and sales. Where appropriate, mixed-use (residential with commercial) may be permitted through a planned unit development process.
- B. Gig Harbor Municipal Code:** “The purpose of the B-2 district is to provide areas that offer a wide range of consumer goods and services. It is further intended to group buildings and business establishments in a manner that creates convenient, attractive and safe development. The products and services shall primarily be for sale on the premises only. All business shall be conducted within enclosed building, except for approved outdoor storage, display and dining areas.” (GHMC 17.36.010) The following uses are already conditionally allowed in the General Business District:
- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
  - B. Light manufacturing and assembly;
  - C. Miniwarehouses;
  - D. Recreational buildings and community centers;
  - E. Drive-in restaurants;
  - F. Radio and television transmission towers;
  - G. Residences; and
  - H. Hospitals, clinics and establishments for people convalescing from illness or operation. (GHMC 17.36.030)

As the General Business District does not have density standards, there would be no limit to the number of units within an independent living facility. In addition, an independent living facility would be limited in size to 6,000 square feet in the Finholm Market and Borgen Corner areas. There would be no size limit in other B-2 districts because independent living facilities do not meet the definition of “commercial structure.” (See GHMC 17.04.245) Enclosed is a mapping showing the building size limitations in different General Business Districts.

- C. Design Manual:** Most independent living facilities would be required to meet Design Manual standards for multi-family developments. If an independent living facility took the form of detached single-family homes, the residences would have to meet the design requirements for single-family dwellings.
- D. Staff Analysis:** The B-2 zone conditionally allows “residences” and “hospitals, clinics and establishments for people convalescing from illness or operation”. Independent living facilities are similar to residences, clinics, and establishments for people convalescing from illness or operation. Independent living facilities would provide additional employment opportunities and services in the B-2

district. Independent living facilities are conditionally allowed in these other commercial/industrial zones: RB-1, RB-2, DB, C-1 and ED. Independent living facilities are permitted outright in the PCD-C and B-1 zone. It would not be unreasonable to conditionally allow independent living facilities in the B-2 zone. Staff believes that the proposed amendment is consistent with the Comprehensive Plan by providing additional opportunities for housing options with the City. Staff also believes that conditionally allowing independent living facilities is consistent with the intent of the B-2 zone and other uses conditionally allowed.

### **ENVIRONMENTAL ANALYSIS**

A SEPA threshold Determination of Nonsignificance (DNS) was issued for the proposed amendment on November 23, 2005. Notice of the SEPA threshold determination was sent to agencies with jurisdiction and was published in the Peninsula Gateway on November 23, 2005. The deadline for appealing the determination was December 7, 2005. No appeals have been filed and no comments have been received.

### **FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this text amendment.

### **RECOMMENDATION**

The staff recommends that Council approve the ordinance at this second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, CONDITIONALLY PERMITTING INDEPENDENT LIVING FACILITIES IN THE GENERAL BUSINESS DISTRICT (B-2); AMENDING SECTION 17.36.030 OF THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, currently, independent living facilities are not permitted or conditionally permitted in the General Business District (B-2); and

WHEREAS, residences and hospitals, clinics and establishments for people convalescing from illness or operation are conditionally permitted uses in the General Business District (B-2) and independent living facilities are comparable to these uses; and

WHEREAS, independent living facilities are permitted or conditionally permitted in these other commercial/ industrial zones: Residential and Business Districts (RB-1 and RB-2), Downtown Business District (DB), Commercial District (C-1), Employment District (ED), Planned Community Development Commercial zone (PCD-C) and Neighborhood Commercial District (B-1); and

WHEREAS, the intent of the General Business District (B-2) is to provide areas that offer a wide range of consumer goods and services.

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on November 23, 2005 pursuant to WAC 197-11-350; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on October 31, 2005 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on January 5, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of January 23, 2006 and February 13, 2006; Now, Therefore,

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

Section 1. Section 17.36.030 of the Gig Harbor Municipal Code is hereby amended, to read as follows:



17.36.030 Conditional uses.

Subject to the requirements of Chapter 17.64 GHMC and the procedures for conditional uses as set forth in this title, the following uses may be permitted in a B-2 district:

- A. Utilities and public service uses such as libraries, electrical substations, water storage facilities, etc.;
- B. Light manufacturing and assembly;
- C. Miniwarehouses;
- D. Recreational buildings and community centers;
- E. Drive-in restaurants;
- F. Radio and television transmission towers;
- G. Residences; and
- H. Hospitals, clinics and establishments for people convalescing from illness or operation;
- I. Independent living facilities.

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

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

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

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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



## **ADMINISTRATION**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**DATE: FEBRUARY 13, 2006**  
**SUBJECT: SECOND READING OF ORDINANCE – APPOINTMENT OF STANDING AND SPECIAL COUNCIL COMMITTEES**

### **BACKGROUND**

At the last Council Meeting of January 23, the City Council considered the attached ordinance that formalizes an informal procedure utilized for the last 16 years to form City Council subcommittees and special committees. The attached ordinance is similar in structure to many jurisdictions in Washington, and synthesizes the appointment powers of Mayor and Council in reaching consensus about the formation of Council Committees.

### **POLICY CONSIDERATIONS**

The ordinance recommends the formation of five standing committees, all of which would utilize public notice procedures prior to meeting. These committees include: Finance and Safety (already a regular committee by resolution), Operations and Public Projects, Planning and Building, Inter-governmental Affairs (new), and Board and Commission Candidate Review. The ordinance also acknowledges that the Mayor may from time to time determine to appoint special committees.

Each council standing committee would have three members and a chair, who would be appointed either by the committee itself or by the Mayor and the Council together. The Mayor would be an ex officio member to all committees, guaranteeing the Mayor attendance and influence with these committees if the Mayor so chooses.

### **FISCAL CONSIDERATIONS**

None.

### **RECOMMENDATION**

I recommend that Council motion to approve the attached ordinance at the second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, ADOPTING A NEW ~~SECTION~~ CHAPTER 2.51 TO THE GIG HARBOR MUNICIPAL CODE AUTHORIZING THE MAYOR TO APPOINT STANDING AND SPECIAL COUNCIL COMMITTEES.**

---

WHEREAS, The City Council shall determine its own rules and order of business and may establish rules for the conduct of council meetings and the maintenance of order; and

WHEREAS, the City Council can decide whether and what kind of internal standing or ad hoc committees it wants to create and the method to be used in making committee assignments; and

WHEREAS, the type of committees a city should have are strictly matters of local policy; now, therefore,

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

Section 1. The Gig Harbor Municipal Code is hereby amended to add the following new chapter:

**CHAPTER 2.51 STANDING COMMITTEES**

**Sections:**

- 2.51.010 Appointment of Standing Council Committees.**
- 2.51.020 Duties of the Committees.**
- 2.51.030 Mayor as Ex Officio Member**
- 2.51.040 Assignment of Members – Chair.**

**Section 2.51.010 – Appointment of Standing Council Committees.**

The Mayor shall ~~appoint~~ recommend Councilmember appointments to the following standing council committees: Finance and Safety, Operations and Public Projects, Planning and Building, Intergovernmental Affairs, Board and Commission Candidate Review. Each committee shall have three members.

**Section 2.51.020 Duties of committees.**

The several committees shall fully consider all measures referred to them by the Mayor and the City Council. They shall also acquaint themselves with the interests of the city and from time to time present such draft ordinances and written reports as in

their judgment will advance the interests and promote the welfare of the municipality. ~~The Mayor may also establish and appoint members to other special committees from time to time as he or she deems necessary. Each special committee shall have three members.~~

The Council Committees shall furnish committee reports of the meetings to the remaining City Councilmembers.

Committee composition and tasks shall be defined as follows:

**Finance and Safety Committee**, which shall consider policies and matters related to the general fiscal and financial operations of the City; budget and financial reports; and policy matters related to personnel including, but not limited to, the salary range schedule, position classifications and salary changes in coordination with Administration, including the City Administrator and Finance Director. The committee shall also consider policies and matters related to police services, community safety, and employee safety, in coordination with Administration, Police and Community Development, including the City Administrator, Chief of Police, and Community Development Director.

**Operations and Public Projects**, which shall consider policies and matters related to water, sewer, storm sewer, utility LIDs and ULIDs, other utilities and solid waste. This committee will consider matter related to pedestrian and vehicular transportation and streets in coordination with Operations and Engineering.

**Planning and Building**, which shall consider policies and matters related to the Comprehensive Plan, city code, and annexation policies, in coordination with the Community Development Department, Planning Commission, Design Review Board, Building Code Advisory Board, and Hearing Examiner.

**Intergovernmental Affairs**, which shall consider policies and matters that require coordination between federal, state, and local government; county and local government; and regional planning bodies and local government.

**Board and Commission Candidate Review**, which shall be composed of three Councilmembers and any other Board or Commission member that they deem appropriate to review qualifications of board and commission candidates for submission to the Mayor and City Council as required by city code.

#### **Section 2.51.030 Mayor as Ex Officio Member.**

The mayor shall be an ex officio member to all the above committees. The Mayor may also establish and appoint members to other special committees from time to time as he or she deems necessary.

**Section 2.51.040 Assignment of Members and Chair.**

~~Each standing committee shall be composed of three Councilmembers, Councilmembers shall be assigned to a standing committee as determined by the Mayor and City Council~~ Councilmembers shall be recommended to standing committees after each council election or more frequently, but in no event more frequently than annually unless vacancies occur. A chair for each committee shall be designated by the committee or by the Mayor and Council as the Council and Mayor shall elect.

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

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

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 1/18/06  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

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

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, ADOPTING A NEW CHAPTER 2.51 TO THE  
GIG HARBOR MUNICIPAL CODE AUTHORIZING THE  
MAYOR TO APPOINT STANDING AND SPECIAL COUNCIL  
COMMITTEES.**

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

DATED this \_\_\_\_ day of February, 2006.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK



## ADMINISTRATION

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: YMCA LETTER OF INTENT**  
**DATE: FEBRUARY 13, 2006**

### **INFORMATION/BACKGROUND**

The attached letter of intent is intended as a non-binding document identifying public benefit and conditions for an agreement between the Tacoma-Pierce County YMCA, the City of Gig Harbor and PenMet Parks for the contribution of public money for the development and expansion of an aquatic center at the proposed new Gig Harbor YMCA.

The letter of intent has been reviewed by the City Attorney who can make recommendations as requested. PenMet Parks has already authorized the Executive Director to sign the letter of intent. Marc Connelly, the Pen Met Parks Executive Director, will be in attendance at this Council Meeting and is waiting to see if the City Council adjusts and approves signature to the letter of intent. The PenMet Parks District prefers to make signature to the same agreement as the City, if possible. The attached letter lays groundwork for an eventual final agreement detailing the extent of public benefit in exchange for the capital contribution from PenMet Parks and the City of Gig Harbor for a proposed expanded aquatic center at the new Gig Harbor YMCA. The expansion of the aquatic center will provide for a six lane lap pool as an addition to the planned family pool.

Significant public benefit has been identified in the letter of intent. The public benefit identified meets or exceeds the amount of capital funding provided by PenMet Parks and the City of Gig Harbor. The following summarizes some of the key benefits contained in the letter of intent.

#### **Quarterly Free Visit Vouchers to the YMCA for every Gig Harbor Peninsula Resident**

For the term of the agreement vouchers will be distributed quarterly to every household on the Gig Harbor Peninsula providing for one free visit to utilize the entire YMCA. The estimated value of this benefit is \$140,000 annually.

#### **Non-recurring rental of the pool and party room for Non-Members**

This is a program not available at any other Tacoma Pierce County YMCA. This enables non member Gig Harbor Peninsula residents to rent the pool and its associated party room.



### **Membership on the Gig Harbor YMCA Advisory Board**

PenMet Parks and the City of Gig Harbor will have one shared voting membership on the Gig Harbor YMCA Advisory Board which will be rotated on an annual basis. The non-voting member will serve as an ex-officio member.

### **Other Significant Benefits**

Significant need exists for a quality place for young people to have access to healthy recreation and social programs. The YMCA would provide a Teen Night with 100 percent free access for area teens.

The YMCA would commit to providing financial assistance for those in need desiring to become a member and have access to facilities partially financed through public contribution. In addition the YMCA would work cooperatively with the City and PenMet Parks to conduct special events, clinics and other programs and make them available to the entire community.

The YMCA would be responsible for all maintenance, and operational costs as well as the liability associated with operating the facility.

### **POLICY CONSIDERATIONS**

City Attorney Carol Morris has suggested that the letter of intent should be changed to state that the City's participation as described in the letter of intent be contingent upon the parties' execution of a final agreement which incorporates all of the terms of the parties' understanding relating to the construction of the facility, which may or may not be included in the letter of intent, including any other standard contract terms.

The partnership for expansion of the YMCA aquatic center was identified as one of the top three priorities among those responding to the City's *Parks, Recreation and Open Space* survey for the last update of the parks element of the City of Gig Harbor Comprehensive Plan.

### **FISCAL CONSIDERATIONS**

The Letter of Intent envisions a total City payment of \$250,000 distributed over budget years 2007 and 2008.

### **RECOMMENDATION**

I recommend, with such alterations as the City Council and Legal Counsel may consider appropriate, authorization for the City Administrator to sign the letter of intent.



# Peninsula Metropolitan Park District

3614 Grandview Street, PO Box 425, Gig Harbor, WA 98335  
Office: 253-858-3400 Fax: 253-858-3401  
E-mail: [Info@PenMetParks.org](mailto:Info@PenMetParks.org)

"Today We Touch Tomorrow"



**YMCA of Tacoma-Pierce County**  
Association Offices  
1002 South Pearl Street, Tacoma, WA 98564-2198

*We build strong kids, strong families and strong communities*

## Letter of Intent Between Peninsula Metropolitan Park District, City of Gig Harbor and YMCA of Tacoma-Pierce County

**This Letter of Intent provides an outline for potential building construction (expanded YMCA aquatics center), services and financial arrangements for PenMet Parks, City of Gig Harbor and the YMCA. While this Letter of Intent is non-binding, it lays out good faith intentions of the respective parties and is intended to lead to a contract that the Agency Directors are authorized to execute.**

We have enjoyed our period of conversation, tours, and exploration of the possibilities for strong collaborative service to our Gig Harbor & Peninsula communities. There have been three paramount areas of awareness that have emerged from our discussions:

- 1. There is a significant unmet need for recreational and social services that currently exists and will increase with the ongoing projections of population growth.**
- 2. The YMCA of Tacoma-Pierce County, the Peninsula Metropolitan Parks District and the City of Gig Harbor share a common desire to respond creatively to meeting the needs of our community.**
- 3. As evidenced by independent surveys conducted by the YMCA of Tacoma-Pierce County and PenMet Parks, the development of new aquatic facility is a priority among residents.**
- 4. Collaborations and true partnerships can build the infrastructure and ongoing support systems to provide greater good for the community than fractured independent actions that lack in sustainability and vision.**

### THE PROJECT:

The YMCA of Tacoma-Pierce County will build a comprehensive full facility YMCA in the Gig Harbor north development that will be under construction in 2006 and open by the fall of 2007. This 74,000 square foot phase I project will have a total cost of \$19,000,000 or more, which the YMCA will assume responsibility for. In a sign of good faith in the ongoing intention to collaborate with the Peninsula Metropolitan Park District and commitment to the community; the YMCA has expanded its plans for including a three pool aquatic center – whirlpool, warm water zero entry/water feature pool, and a six lane cool water pool for lap swimming and recreational use. The YMCA would provide total responsibility, accountability, maintenance and risk related to the Aquatics Complex.

The Peninsula Metropolitan Park District would invest \$1,500,000 in capital dollars (6 payments of \$250,000 commencing in 2006 at the time that construction begins, 2<sup>nd</sup> payment at the time of substantial completion, and then annually on the anniversary of opening through 2011 <or 4<sup>th</sup> year of operation>) and the City of Gig Harbor \$250,000 (2 payments in 2007 and 2008) toward the construction of the Aquatic Complex. In recognition of this collaboration there would be signage recognizing the PMPD and the City of Gig Harbor as Partners in the Pool project.

### Key Elements for community benefit:

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Peninsula Metropolitan Park District Board of Commissioners

Mark Mauren  
President

Joel Wingard  
Commissioner

Scott Junge  
Clerk of the Board

William Sehmel  
Commissioner

Randy Boss  
Finance Officer

1. Community Membership Access: The YMCA would commit to affordable rates based on market research without contracts. In addition the YMCA would commit to a minimum of 10% of the membership budget to be allocated for community accessibility and financial assistance. We would strive for 15%.
2. All households within the Peninsula Metro Parks District and the City of Gig Harbor would be eligible to receive a voucher for a free visit on a quarterly basis to the Gig Harbor YMCA by providing appropriate identification.
3. Teen Late Night would open the whole facility to teens for 100% free access.
4. We would work in cooperation with PMPD and the City of Gig Harbor on ideas for collaboration and support and embrace possible special events or clinics that would be mutually agreeable on an occasional basis.
5. The YMCA will create a non-member party rate that would include access to the aquatic facility on a non-recurring basis.

**Commitments and Considerations:**

1. The YMCA and PMPD would jointly promote the quarterly community access benefit.
2. The YMCA would prepare, construct and install signage identifying PMPD and the City of Gig Harbor as partners in the Aquatic Complex.
3. The terms for this agreement would begin immediately and cover a period of time from the opening of the YMCA of Gig Harbor through a 20 year period, with options to extend.
4. The YMCA promises in good faith to begin construction by 2007 and to open before 2009 (targeting construction to begin in June of 2006 and open in the summer of 2007). Should the YMCA not be built in this time frame or continue to operate once it opens, PMPD would be eligible for a refund of the capital contribution to 1/20<sup>th</sup> times the number of years not delivered upon in this 20 year agreement.
5. The YMCA would report on usage, financial assistance, and association audited statements by June of each year.
6. PMPD and the City of Gig Harbor would each hold a member seat on the YMCA Advisory board, one of which would be voting. Voting privileges would alternate between the seats annually.
7. The repairs and maintenance of the pool complex would be the sole responsibility of the YMCA.
8. The YMCA will be solely responsible for the operations and maintenance of the operation.
9. The PMPD and City of Gig Harbor shall be held harmless from any liability associated with the design, construction and operation of the YMCA facilities.
10. The YMCA shall provide and maintain sufficient comprehensive insurance to protect the building and its contents and cover the costs of liability associated with operating its facility.
11. The PMPD and City officials will have reasonable access to the facility for inspection without interfering with operations.

The intention of this agreement is to be of great benefit to the community. It should also be pointed out that this type of arrangement removes the burden of operational support by the citizens of Peninsula Metro Parks District and the City of Gig Harbor. That cost is much greater over time than the capital. It should also be recognized that this collaboration will be a key part of a comprehensive indoor and outdoor recreational complex.

**ANTICIPATED TIMING:**

1. January 2006 – agree to terms in our letter of understanding.
2. January 2006 – PenMet Parks Commission Meeting.
3. February 2006 – final approvals by PMPD Board, City of Gig Harbor Council, and YMCA of Tacoma-Pierce County Board.
4. February 2006 – joint press release on this great collaboration

We agree to the terms and conditions as noted in this letter of understanding.

\_\_\_\_\_  
 Bob Ecklund                      date  
 President & CEO  
 YMCA of Tacoma-Pierce County

\_\_\_\_\_  
 Marc Connelly                      date  
 Executive Director  
 Peninsula Metro Parks District

\_\_\_\_\_  
 Mark Hoppen                      date  
 City Administrator  
 City of Gig Harbor



**ADMINISTRATION**

**TO: MAYOR WILBERT AND CITY COUNCIL**  
**FROM: MARK HOPPEN, CITY ADMINISTRATOR**  
**SUBJECT: FIRST READING OF ORDINANCE - ACCEPTING DONATION OF A SALMON SCULPTURE**  
**DATE: FEBRUARY 13, 2006**

**BACKGROUND**

Brenda and Ethan Golf wish to donate an art sculpture to the city. The sculpture is named "Salmon Advent" and was purchased by the Golfs at the Salmon Auction, held in November 2005. The sculpture is valued at \$2,400 and will be placed at the Civic Center.

**RECOMMENDATION**

Staff recommends adoption of the ordinance after a second reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, ACCEPTING A DONATION OF A SALMON  
SCULPTURE AND ACCOMPANYING ARTWORK VALUED  
AT \$2400 FOR PLACEMENT IN THE GIG HARBOR CIVIC  
CENTER.**

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WHEREAS, pursuant to RCW 35.21.100, the City of Gig Harbor may accept any donations of money or property by ordinance, and may carry out the terms of the donation, if the same are within the powers granted to the City by law; and

WHEREAS, the City has received a sculpture and accompanying artwork entitled "Salmon Advent" from Brenda and Ethan Golf, to be placed in the Gig Harbor Civic Center; now, therefore,

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

Section 1. **Acceptance of Donation.** The City Council hereby accepts the Salmon Sculpture donation from Brenda and Ethan Golf, valued at \$2400.

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

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

APPROVED:

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

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY \_\_\_\_\_

FILED WITH THE CITY CLERK: 2/8/06  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:

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

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR,  
WASHINGTON, ACCEPTING A DONATION OF A SALMON  
SCULPTURE VALUED AT \$2400 FOR PLACEMENT IN THE  
GIG HARBOR CIVIC CENTER.**

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

DATED this \_\_\_<sup>th</sup> day of February, 2006.

\_\_\_\_\_  
MOLLY TOWSLEE, CITY CLERK

Ethan A Golf  
Brenda S. Chevalier-Golf  
708 135<sup>th</sup> St Ct NW  
Gig Harbor, WA 98332

December 16, 2005

City of Gig Harbor  
P O Box 410  
Gig Harbor, WA 98335  
Attn: Mayor Elect Charles Hunter

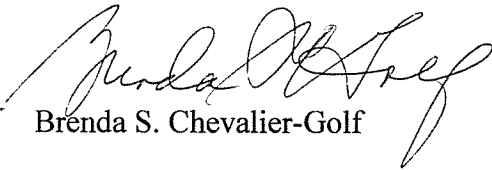
Re: Donation of "Salmon Advent" Fish Sculpture and Accompanying Artwork

Dear Mr. Hunter,

As per our conversations, Ethan and I would like to donate the art sculpture and pictures of 'Salmon Advent' we purchased at the Salmon Action last month. We believe that they are great pieces of art, that represent wonderful illustrations of Gig Harbor and the commitment of the community to support the preservation of our wildlife. Our hope is that the entire Gig Harbor community will be able to enjoy these for years to come.

We are enclosing the estimated value of this donation, and would appreciate a letter confirming the acceptance of the donation.

Sincerely,



Brenda S. Chevalier-Golf





## COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JENNIFER SITTS, SENIOR PLANNER**  
**SUBJECT: FIRST READING OF ORDINANCE ADDING MUSEUMS TO THE LIST OF STRUCTURES ELIGIBLE FOR A PERFORMANCE-BASED HEIGHT EXCEPTION (CHAPTER 17.67 GHMC)**  
**DATE: FEBRUARY 13, 2006**

### INFORMATION/BACKGROUND

Attached for the Council's consideration is a draft ordinance adding museums to the list of structures eligible for a performance-based height exception (GHMC 17.67.020). In addition, the ordinance includes new criteria pertaining specifically to museums and requires consideration of view impacts on adjacent properties. The amendment was proposed by the Gig Harbor Peninsula Historical Society. The stated reason for the proposed amendment is that museums may require heights that exceed current height limits for the effective function of a museum to preserve and display large historical artifacts and to provide public viewing areas. For example, the Gig Harbor Peninsula Historical Society is proposing to construct a museum space to enclose and preserve the historic fishing vessel Shenandoah. The ship itself is about 45 feet tall, which exceeds the maximum 18 feet limit allowed for their site.

The performance-based height exceptions and exemption provisions of Chapter 17.67 were adopted in January 2004 and amended in May 2005. These provisions pertain to public utility structures such as water tanks and transmission line towers, as well as to fire training towers, athletic field lighting and schools in the PI district. These types of structures can require heights that exceed underlying height limits to ensure their effective operation.

The Planning Commission held a public hearing on the proposed amendment on February 2, 2006. The applicant and their representatives testified in favor of the amendment; no other testimony was received. After discussion following public testimony, the Planning Commission voted unanimously to recommend approval of the draft ordinance. A copy of the February 2, 2006 Planning Commission minutes is attached. Since the Planning Commission meeting, the City Attorney has suggested some minor modifications to the draft ordinance. Those changes are highlighted in grey in the attached draft ordinance.

### POLICY CONSIDERATIONS

Zoning text amendments are addressed in chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council

should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). Applicable land use policies and codes are as follows:

- A. Gig Harbor Municipal Code:** The Gig Harbor Municipal Code regulates building and structure height by zone and by area. The maximum height of a building or structure can range from 16 feet in the Height Restriction Area to the allowed limits of the city building and fire codes in the PCD-C and PCD-BP zones. The majority of zones restrict structures to a maximum height of 35 feet.

The intent of the Performance-based Height Exceptions and Height Exemptions chapter is: *“This chapter is intended to identify those structures and uses for which standard height limits are not appropriate and to provide review procedures and criteria for those special situations where the height restrictions of this title may be relaxed. Performance-based height exceptions are intended to allow structures that require height in excess of height limits for effective performance and operation. Performance-based height exceptions are not intended to be used as a means of circumventing individually inconvenient height restrictions.”* (GHMC 17.67.010)

Museums are currently permitted in the PI and PCD-C districts. Museums are conditionally allowed in the B-2 and C-1 zones.

- B. Design Manual:** Structure and building height is regulated in many ways within the Gig Harbor Design Manual:

1. Buildings or structures on parcels where two zoning designation meet are limited in height to the average height of adjacent buildings in the opposing zones. (GHMC 17.99.190(B))
2. No more than 10% of the building footprint area of designated primary structures may increase the underlying height limit by as much as 8 feet. This provision does not apply to the height restriction area (view basin). (GHMC 17.99.390(A)(3)).

- C. Staff Analysis:** Museums are intended to contain a variety of objects for preservation, study and display to the general public. Objects within a museum can range from the very small to the very large. The size of objects to be housed by a museum dictates the size of the “container”, including height. The proposed amendment will allow consideration of the needs of a museum while also providing an opportunity for public review and comment and ensure that any impacts are mitigated. The criteria for approval of a performance-based height exception for a museum are almost identical to the criteria for school performance-based height exceptions. The staff also feels that the amendment

meets the intent of the Performance-based Height Exceptions and Height Exemptions Chapter.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on January 4, 2006 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on February 1, 2006 and no appeals were filed. The DNS is now final.

**FISCAL IMPACTS**

There are no adverse fiscal impacts associated with this text amendment.

**RECOMMENDATION**

The staff recommends that the City Council adopt the draft ordinance as amended after a second reading.

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
February 2, 2006  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Harris Atkins, Theresa Malich, Scott Wagner, Jill Guernsey and Chairperson Dick Allen. Staff present: Jenn Sitts, Rob White and Diane Gagnon.

**CALL TO ORDER:** 6:00 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of January 19th, 2006  
Malich/Wagner – unanimously approved

**NEW BUSINESS**

1. **Gig Harbor Peninsula Historical Society, P.O. Box 744, Gig Harbor WA 98335** – Proposed amendments (ZONE 05-996) to Chapter 17.67 of the Gig Harbor Municipal Code to add museums to the list of structures eligible for a performance-based height exception. The amendment will also add criteria for review of performance-based height exceptions for museums.

Chairman Allen introduced the first item on the agenda and then turned it over to Senior Planner Jennifer Sitts who gave a brief overview of her staff report. Ms. Sitts pointed out that applicant and agent were in attendance and available for questions during the work session. She stated that she had prepared a draft ordinance which would add museums as a structure for eligible for a performance based height exception and add criteria for an exception to be approved. She then explained the height limits in the height restriction area and other areas in the city. She went over the proposed criteria, noting that it was very similar to the criteria used for schools and explained that one of the criteria would be that it was a museum used for public benefit. Ms. Sitts concluded by saying that staff is recommending a recommendation of approval.

Chairman Dick Allen clarified that there would now be criteria for schools, museums and all other uses eligible for a performance based height exception. Ms. Sitts added that there were also special criteria for lighting and noted the zones that museums are allowed and conditionally allowed.

Commissioner Scott Wagner asked why it was being written to allow performance based height exceptions in any zone that museums are allowed rather than just where this particular museum is wanting to site.

It was asked by Commissioner Theresa Malich if this would allow a museum to put a 60 foot tall building near an R-1 zone. Ms Sitts answered that any project would have to address zone transition issues as they relate to the size of buildings. She also noted that this text amendment would not outright allow anything; the impacts would have to be mitigated. Commissioner

Harris Atkins then asked who would make the final decision and Ms. Sitts answered that the final decision is made by the Hearing Examiner.

Commissioner Wagner then asked if any performance based height exception would be required to go to the Design Review Board. Ms. Sitts answered that they would not be required to go to the Design Review Board for a performance based height exception and pointed out that the DRB has no authority in relation to height as it is a zoning issue that would have to go to the Hearing Examiner.

The Planning Commission then asked the applicant for information on their application.

Owen Dennison, AHBL, 1200 6<sup>th</sup> St., Suite 1620, Seattle WA 98101

Mr. Dennison stated that the intent of the code amendment is for the Gig Harbor Peninsula Historical Society to house the Shenandoah. He stated that that any height exception would be based on effective performance and that they believed that not including museums in the original ordinance was an oversight rather than an intentional omission. He stated that the City's Comprehensive Plan supports this proposal. Mr. Dennison then went over the proposed criteria, noting that it required that museums be open to the public on an ongoing basis.

David Boe, Boe Architects, 705 Pacific Ave., Tacoma

Mr. Boe answered questions about the proposed design of the Harbor History Museum and used scaled models to illustrate the topography of the site and the relationship of the height of the building. He then explained that they would have to go to the Design Review Board for the proposed roof pitch and showed how the scale of the adjoining buildings would relate.

Chairman Dick Allen asked about the possibility of day lighting Donkey Creek and Jennifer Kilmer the Executive Director of the Museum gave a brief explanation of their eventual plans to hopefully daylight Donkey Creek.

Chairman Allen then called a recess at 6:35 until the public hearing at 7pm.

Chairman Allen called the meeting to order and opened the public hearing at 7pm

Commissioner Wagner stated that he would like to make a suggestion prior to hearing public comment and continued by saying that he was very supportive of the museum project, but was not supportive of allowing performance based height exceptions in every zone where a museum is allowed. He pointed out that height exceptions for schools were only allowed in the PI zone and stated that he would like to propose that performance based height exceptions for museums only be allowed in the C-1 zone.

Owen Dennison with AHBL asked if the entire site was in the C-1 zone and stated that he had a concern that museums are not an outright permitted use in the C-1. Ms. Sitts answered that museums are a conditional use in C-1 and B-2 and noted that their site was entirely in C-1. She then stated that the functional issues of a museum exist in any zone and noted that there are

safeguards that exist in the process and that limiting it to the C-1 zone could be construed as a special right to this museum.

Commissioner Guernsey asked why were performance based height exceptions for schools limited to the PI zone. Ms. Sitts answered that she had disagreed with that decision and pointed out that there are criteria that must be met and an opportunity for public comment.

Commissioner Wagner stated that he didn't want some retail center to house an artifact and use that for a reason to have a really large building. It was noted by Jennifer Kilmer that the proposed criteria stated that it had to be a museum with regular public access.

Ms. Sitts pointed out that in the PCD-C zone there is no height limitation so they would not need a height exception and that the two zones ultimately affected by limiting it to only C-1 are the PI and the B-2. She then cautioned the Planning Commission to make sure that they were doing this for function and performance and stated it would be difficult to say that the function and performance of a museum in the B-2 is any different than that in the C-1. She then read the proposed criteria and suggested that perhaps the Planning Commission could modify the criteria if they had concerns rather than limiting it to C-1.

Commissioner Pasin suggested that the criteria state that only the portion housing the artifact could exceed the height limit.

Chairman Allen closed the public hearing at 7:22 p.m.

**MOTION:**

Move to accept the staff recommendation as written  
Pasin/Malich -

**MOTION:**

Move to amend the motion to forward a recommendation amending 17.67.075 to remove the limitation to the PI zone for a performance based height exception for schools.  
Guernsey/

Commissioner Pasin pointed out that this was not what was on the agenda tonight and that public had not had an opportunity to comment. Commissioner Malich agreed that amending the criteria for schools was not related to the proposal for museums. It was then noted by Commissioner Pasin that Commissioner Guernsey holds a position on the school board. Commissioner Guernsey stated that this would not affect school property as they are all in the PI zone.

Owen Dennison stated that his primary concern was that this change would require additional public process and would affect the schedule. Ms. Sitts agreed that the DNS would have to be revised which could possibly add another four weeks to the process.

Commissioner Guernsey stated that her intent was not to hold up the museum proposal but rather to point out a problem with limiting performance based height exceptions for schools to the PI zone. She then withdrew her motion.

**RESTATED MOTION:**

Move to accept staff recommendation as written  
Pasin/Malich – Motion passed unanimously

Ms. Sitts then went over the upcoming meeting schedule. She stated that the next meeting will be a work session and public hearing for a proposed text amendment to allow two or more nonconforming lots to be combined.

Commissioners Theresa Malich and Harris Atkins announced that they would not be able to attend the next meeting.

**UPCOMING MEETINGS**

February 16th, 2006 – Work-Study Session and Public Hearing

**ADJOURNMENT**

Move to adjourn at 7:30 p.m.  
Malich/Atkins – Motion carried

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING SECTIONS 17.67.020, 17.67.060 AND 17.67.075 OF THE GIG HARBOR MUNICIPAL CODE ADDING MUSEUMS TO THE LIST OF STRUCTURES THAT MAY BE CONSIDERED UNDER PERFORMANCE-BASED HEIGHT EXCEPTIONS, AND ADDING A NEW SECTION 17.67.076 DESCRIBING REVIEW CRITERIA FOR PERFORMANCE-BASED HEIGHT EXCEPTIONS FOR MUSEUMS THAT REQUIRE CONSIDERATION OF VIEW IMPACTS.**

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WHEREAS, the City of Gig Harbor adopted under Chapter 17.67 GHMC provisions that allow performance-based height exceptions for certain structures that may require heights exceeding underlying zoning height limits for their effective performance and operation; and

WHEREAS, the Gig Harbor Peninsula Historical Society asked that the City Council consider a text amendment to Chapter 17.67 GHMC because museums often require heights that exceed current zoning height limits to preserve and display large historical artifacts and provide public viewing areas; and

WHEREAS, the performance-based height exception provisions would allow consideration of increased height for museums while also allowing opportunity for public review and comment of proposed height increases; and

WHEREAS, the proposed text amendment is consistent with the goals, objectives, and policies of the Comprehensive Plan; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Trade and Community Development on December 13, 2005, pursuant to RCW 36.70A.106; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance for the proposed text amendment on January 4, 2006 pursuant to WAC 197-11-340(2); and

WHEREAS, the SEPA appeal period expired on February 1, 2006 and no appeals were filed; and



WHEREAS, the City Planning Commission held a public hearing on this Ordinance on February 2, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of \_\_\_\_\_ and \_\_\_\_\_; Now, Therefore,

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

Section 1. Section 17.67.020 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.020 Applicability – Performance-based height exceptions.**

A. Approvals of performance-based height exceptions may be given to only the following structures:

1. Elevated reservoirs, water tanks or standpipes under the jurisdiction of the city or another water district;
2. Transmission line towers;
3. Fire training towers;
4. Athletic field lighting;
5. Gymnasiums and performing arts related facilities for schools in a public institutional (PI) district that are approved by the superintendent of public instruction;

6. Museums.

B. Performance-based height exceptions are prohibited for the following:

1. Communications facilities regulated by Chapter 17.61 GHMC;
2. All new structures on parcels identified as prominent on the city of Gig Harbor visually sensitive areas map;
3. All new structures within the view sheds of a significant vista, as identified on the city of Gig Harbor visually sensitive areas map.

Section 2. Section 17.67.060 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.060 Review criteria.**

Except for review occurring under GHMC 17.67.075 or GHMC 17.67.076, the applicant shall demonstrate that the following criteria for approval of the exception have been satisfied:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use; and

B. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by such measures as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Using color or material to blend the structure into the surrounding environment;
  3. Screening the structure with vegetation;
  4. Avoidance, to the extent possible, of light trespass onto adjacent properties.
- (Ord. 950 § 1, 2004).

Section 3. Section 17.67.075 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**17.67.075 Special review criteria for school facilities in the PI (public institution) district.**

Because schools in the PI (public institution) district ~~are the only large buildings that may be considered under the performance-based height exception provisions, and because large buildings~~ may have different visual impacts than other smaller-scale structures listed under GHMC 17.67.020, the applicant shall demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or GHMC 17.67.076:

A. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual; and

B. Increased height in no wise exceeds:

1. Forty-five feet above natural grade as measured under the provisions of GHMC 17.99.370(D); and

2. Fifty-six feet above natural grade at the lowest point of the building footprint.

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new structures on the site.

Section 4. A new Section 17.67.076 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**17.67.076 Special review criteria for museums.**

Museums may require height in excess of other uses to preserve and display large historical artifacts and to provide public viewing areas. The height exception for museums shall be limited to artifact display uses with general community benefit. ~~The applicant must demonstrate that the following criteria for approval have been satisfied, instead of the criteria listed under GHMC 17.67.060 or GHMC 17.67.075:~~

A. The museum must provide regular, frequent, and on-going public access to exhibits; and

B. The increased structure height is necessary for effective performance and operation and is the minimum necessary for the structure to function in its intended and permitted use and to meet the requirements of the design manual<sup>1</sup>; and

C. Visual impacts beyond the site and within environmentally sensitive areas have been minimized by measures such as, but not limited to:

1. Avoidance, to the extent possible, of shade or light cast into critical areas and wetlands where shade or light may impact the biological functions of critical areas and wetlands;

2. Avoidance, to the extent possible, of light trespass onto adjacent properties;

3. Within the height restriction area, avoidance, to the extent possible, of obstruction of existing views from adjacent properties through sensitive location of new or remodeled structures on the site.

<sup>1</sup> Increased height shall not be approved beyond what is minimally needed for functional purposes except as required to meet basic design manual requirements or to achieve, as recommended by the design review board, design continuity or otherwise address zone transition considerations under GHMC 17.99.200.

Section 6. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 7. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

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

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

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

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



Police Department

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS** *MD*  
**SUBJECT: ANIMAL CONTROL ORDINANCE-FIRST READING**  
**DATE: FEBRUARY 13, 2006**

#### **INFORMATION/BACKGROUND**

Our current Animal Control ordinance contained in the Gig Harbor Municipal Code (GHMC)-Chapters 6.04, 6.06 and 6.08 is outdated. State law governing the legal procedures necessary for the licensing, impoundment, quarantine and designation of dangerous dogs and other animals has since changed. The police department wishes to adopt these updated regulations into our municipal code governing animal control.

The ordinance has been reviewed and approved by City Attorney Carol Morris.

#### **FISCAL IMPACTS**

The adoption of this new Animal Control ordinance will not cause additional costs for the City of Gig Harbor.

#### **RECOMMENDATION**

I recommend that Council authorize the Mayor to adopt the attached Animal Control ordinance.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO ANIMAL CONTROL, DELEGATING CERTAIN IDENTIFIED RESPONSIBILITIES REGARDING ANIMAL CONTROL TO THE ANIMAL CONTROL AUTHORITY, DESIGNATING AN ANIMAL CONTROL ZONE, ADOPTING A REQUIREMENT FOR DOG LICENSING AS WELL AS A REQUIREMENT FOR LICENSING OF COMMERCIAL PET FACILITIES, GROOMING PARLORS AND ANIMAL WELFARE FACILITIES, PROVIDING FOR IMPOUNDMENT, REDEMPTION, QUARANTINE AND DISPOSITION OF PETS, ADOPTING A PROCEDURE TO DECLARE AN ANIMAL AS POTENTIALLY DANGEROUS, INCLUDING PROCEDURES FOR NOTICE, SERVICE, APPEALS AND AN ADMINISTRATIVE HEARING ON THE POTENTIALLY DANGEROUS DESIGNATION, ADOPTING PENALTIES FOR FAILURE TO CONTROL AN ANIMAL DECLARED POTENTIALLY DANGEROUS, ADOPTING A PROCEDURE TO DECLARAE AN ANIMAL AS DANGEROUS, INCLUDING PROCEDURES FOR NOTICE, SERVICE, APPEALS AND AN ADMINISTRATIVE HEARING ON THE DANGEROUS DESIGNATION, ADOPTING PENALTIES FOR POSSESSION OF A DANGEROUS ANIMAL AND ADOPTING DEFINITIONS IMPLEMENTING THE CHAPTER; REPEALING CHAPTER 6.04 AND 6.06 AND ADOPTING NEW CHAPTERS 6.04, 6.08, 6.10 AND 6.12 OF THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the City has adopted regulations addressing dogs in chapters 6.04 and 6.06 of the Gig Harbor Municipal Code; and

WHEREAS, the regulations in chapters 6.04 and 6.06 GHMC are old, and State law has since been changed to address dogs, the licensing, impoundment, quarantine and designation of dangerous dogs, etc. (chapter 16.08 RCW) and

WHEREAS, the City desires to adopt regulations relating to dogs to follow the process described in State law, and for ease of administration; and

WHEREAS, in addition, the City desires to adopt regulations relating to dangerous animals, consistent with the new regulations for dogs; and

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

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting on \_\_\_\_\_, 2006 and \_\_\_\_\_, 2006; Now, Therefore,

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

Section 1. Chapter 6.04 of the Gig Harbor Municipal Code is hereby repealed.

Section 2. Section 6.08.010 of the Gig Harbor Municipal Code is hereby repealed.

Section 3. Section 6.08.020 of the Gig Harbor Municipal Code, which is the definition of “kennel,” is hereby recodified at GHMC Section 6.04.020, “definitions.”

Section 4. Section 6.08.030 of the Gig Harbor Municipal Code is hereby repealed.

Section 5. Section 6.08.040 of the Gig Harbor Municipal Code is hereby repealed.

Section 6. A new chapter 6.04 is hereby added to the Gig Harbor Municipal Code, to read as follows:

## **CHAPTER 6.04 ANIMAL CONTROL**

### **Sections:**

- 6.04.010 PURPOSE
- 6.04.020 DEFINITIONS.
- 604.030 AUTHORITY TO ANIMAL CONTROL AUTHORITY.
- 6.04.040 ANIMAL CONTROL ZONE ESTABLISHED.
- 6.04.050 CONSTRUCTION.

### **6.04.010 Purpose.**

The ordinance codified in this title is enacted to enhance the public health, safety, welfare and convenience through the regulation of animal behavior to the end that offensive animal behavior will be reduced or eliminated. Furthermore, this title contains standards for the use, care and treatment of animals to the end that cruelty to animals will be reduced or eliminated.

### **6.04.020 DEFINITIONS.**

The terms defined below, when used in this chapter, shall have the meanings that follow unless the context in which they are used clearly indicates a different meaning:

(a) "Adequate food and water" means food or feed appropriate to the species for which it is intended. Both food and water must be in sufficient quantity and quality to sustain the animal, and should be in containers designed and situated to allow the animal easy access.

(b) "Adequate shelter" means a structure that is moisture- and wind-proof, allows the animal to turn around freely, sit, stand and lie without restriction, keeps the animal clean and dry, and by application does not cause the animal injury, disfigurement, or physical impairment.

(c) "Adult cat" means a cat more than six months of age.

(d) "Adult dog" means a dog more than six months of age.

(e) "Animal control authority" means the Kitsap County Humane Society, Pierce County Humane Society, or other organization contracted by the Gig Harbor Police Department to enforce the City's animal control provisions.

(f) "Animal welfare facility" means any indoor or outdoor facility where pets are routinely housed or maintained by or for an animal welfare organization.

(g) "Animal welfare organization" means any public or private organization registered with the Washington Secretary of State's Office as a not-for-profit organization, whether called a kennel, cattery, shelter, society, or rescue, and



includes the organization's officers, agents, and representatives when acting in the name or on behalf of the organization that controls, rescues, shelters, cares for, or disposes of pets as all or part of the purpose of the organization.

(h) "At large" means an animal that is off the premises of the owner and not under physical restraint adequate for its size and nature or is not sufficiently near its owner to be under its owner's direct control and is not obedient to its owner's commands, except that all dogs must be leashed when off the premises of the owner.

(i) "Commercial pet facility" means any place or entity where pets are boarded or bred for the primary purpose of compensation, or where pets are housed for resale, such as pet shops, but not including a veterinary hospital where boarding is incidental to treatment

(j) "Dangerous Animal" means any pet or livestock that:

(1) Inflicts severe injury on a human being without provocation on public or private property;

(2) Kills a domestic animal without provocation while the attacking animal is off the owner's property; or

(3) Has been previously found to be potentially dangerous, because of injury inflicted on a human, the owner having received notice of such and the Animal again aggressively bites, attacks, or endangers the safety of humans, pets, or livestock.

(k) "Feral cat" means any cat that has no apparent owner or identification and is apparently wild, untamed, unsocialized, unmanageable, and unable to be approached or handled.

(l) "Grooming parlor" means any place or entity, public or private, stationary or mobile, where pets are bathed, clipped, or combed for the purpose of enhancing their aesthetic value and for which a fee is charged.

(m) "Hearing examiner" means the Municipal Hearings Examiner appointed by the City Council, which shall be the Gig Harbor Municipal Court Judge.

(n) "Hybrid(s)" means the offspring of two animals of different species, such as the offspring resulting from breeding a domesticated dog (*Canis familiaris*) with a wolf (*Canis lupus*).

(o) "Impoundment" means when an animal is placed under the control or custody of the animal control authority.

(p) "Juvenile cat" means a cat seven weeks to six months of age.

(q) "Juvenile dog" means a dog seven weeks to six months of age.

(r) "Kennel" means an operation of more than two dogs of mature age, kept on any premises within the City.

(s) "Livestock" means animals including, but not limited to, all equine (horse, mule), bovine (cattle), porcine (swine), caprine (goats), ovine (sheep), camelid (camel, llama, alpaca), ratitae (ostrich, emu, rhea), domesticated poultry, game birds and waterfowl (as authorized by the State of Washington), or federally-permitted fowl and other pen raised fowl, or other animals raised primarily for use as food or fiber for human utilization or consumption.

(t) "Owner" means any person or entity which controls, maintains, possesses, has custody of, or otherwise provides care, shelter, protection, restraint, refuge, food, or nourishment in such a manner as to control an animal's activities.

(u) "Pet" means any animal maintained by a person or entity for the primary purpose of personal enjoyment, exhibition, companionship or service including, but not limited to, domesticated animals, such as cats and dogs, and non-domesticated animals suitable to living in companionship with humans, such as some birds and mammals.

(v) "Pet shop" means a commercial establishment that acquires pets for the purpose of resale.

(w) "Potentially dangerous animal" means any animal that when unprovoked:

(1) Inflicts a bite(s) on a human, pet, or livestock either on public or private property;

(2) Chases or approaches a person upon the streets, side-walks, or any other public grounds or private property in a menacing fashion or apparent attitude of attack; or

(3) any animal with a known propensity, tendency, or disposition to attack unprovoked, or to cause injury or otherwise threaten the safety of humans, pets, or livestock on any public or private property.

(x) "Provoke" means to intentionally agitate, harass, or excite an animal.

(y) "Service dogs" means any guide or signal dog individually trained to provide assistance to an individual with a disability or that serves public or tribal law enforcement, as well as any dog enrolled in a recognized formal training program for those types of services.

(z) "Severe injury" means any physical injury that result in broken bones or disfiguring lacerations requiring multiple sutures or cosmetic surgery.

(aa) "Wheeled vehicle" means any wheeled conveyance intended for use as a means of transport of persons or goods.

**6.04.030 AUTHORITY TO ANIMAL CONTROL AUTHORITY.**

A. The City grants to the animal control authority the authority within RCW Chapters 16.08, 16.10 and 16.52, and further vests in the animal control authority the primary responsibility for animal control and for securing compliance with this title.

B. Employees of the animal control authority over the age of twenty-one, who are commissioned as Washington Humane Officers by the Superior Court, may be commissioned as special officers by the Police Chief. When so commissioned, the officer shall thereby be charged with the enforcement of all ordinances, statutes and regulations relating to the care, treatment, control, impoundment, and licensing of animals. Such commissions may be issued and revoked in the discretion of the Police Chief.

**6.04.040 ANIMAL CONTROL ZONE ESTABLISHED.**

All of the area within the city limits of Gig Harbor is declared to be a single animal control zone.

**6.04.050 CONSTRUCTION.**

This title shall be liberally interpreted and construed to secure the public health, safety, morals and welfare and the rules of strict construction shall have no application.

Section 7. A new Chapter 6.08 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 6.08  
LICENSES AND LICENSING REQUIREMENTS**

Sections:

- 6.08.010 DOG LICENSES.
- 6.08.020 DOG LICENSE PROCEDURE.
- 6.08.030 COMMERCIAL PET FACILITIES, GROOMING PARLORS AND ANIMAL WELFARE FACILITIES.

**6.08.010 DOG LICENSES.**

A. Annual license. All dogs shall be licensed annually or within thirty calendar days from the date the owner acquires the animal or takes up residence in the City of Gig Harbor.

B. License expiration. Dog licenses shall expire one calendar year from the date of issuance.

C. Dog license fee. License fees are set pursuant to the following fee schedule:

- (1) Altered dog license is \$7.00 per year
- (2) Unaltered dog license is \$17.00 per year
- (3) Senior citizens (65 years old or over) can purchase a dog license at a reduced rate of \$5.00 per year for an altered dog.
- (4) Transfer fee for transfer of one license to the new owner is \$5 per year.

D. Additional license fee. Licenses not renewed by the designated renewal date shall be assessed an additional license fee of \$10.00; provided, there shall be no additional license fee where:

- (1) The applicant has owned the dog for less than thirty calendar days; or
- (2) The applicant has resided in the city for less than thirty calendar days.

E. Dangerous animal registration fee. The fee for registering a dangerous animal with the City shall be \$100.00 in addition to the regular license fee.

D. Exemptions from license fees. The following are exempt from license fees:

- (1) Dogs in the temporary custody of a veterinarian or animal welfare organization whose owners are unknown;
- (2) Dogs owned, and available for retail sale, by the owner or operator of a licensed commercial pet facility; or
- (3) Service dogs.

#### **6.08.020 DOG LICENSE PROCEDURE.**

A. Issuance of licenses. The City Cashier shall issue licenses pursuant to Sections 6.08.010, as specified in this section.

B. Contents of license. The license shall contain the following:

- (1) Date of issuance and date of expiration;
- (2) A serial number;

(3) Type of animal, its name, age, color(s), sex, breed/mix, distinguishing characteristics, and whether the animal is spayed or neutered;

(4) The name, address, and telephone number of the owner of the animal;

(5) Permanent identification number or marking, such as microchip implant, if applicable.

C. License tag.

(1) With each license, the owner shall receive a license tag that shall contain the serial number that corresponds to the serial number on the license and the date of license expiration.

(2) The license tag need not be worn by the licensed dog in a sanctioned dog show or while engaged in formal, recognized training. A microchip implant may replace a license tag, provided that the license is renewed annually and the annual license fee is paid.

D. Transferability of licenses. Licenses are not transferable from one dog to another, but may be transferred from an original owner to a new owner; provided, that the new owner records the transfer with the licensing agent within fourteen calendar days, pays a transfer charge as provided for in GHMC Section 6.08.010(C) and assumes responsibility for all future license fees while maintaining ownership of the dog.

E. Lost tags. Lost license tags may be replaced by a substitute license or tag one time a year without charge upon application to the City Cashier. Payment of the applicable license fee is required to replace a second lost license or tag within a year.

**6.08.030 COMMERCIAL PET FACILITIES, GROOMING PARLORS AND ANIMAL WELFARE FACILITIES.**

A. License required. Commercial pet facilities, grooming parlors, and animal welfare facilities shall be licensed pursuant to GHMC Chapter 5.01.

B. Operation requirements for commercial pet facilities and animal welfare facilities:

(1) Adequate food and water must be provided for each species, pursuant to GHMC Section 6.04.020(a), and proper habitat and medical attention, if needed, shall be provided during normal business hours and when the facilities are not open for business;

(2) Food shall be stored in a fashion that prevents contamination or infestation;

(3) The facilities shall be maintained and operated in a healthful and sanitary manner, free from disease, infestation, and foul odors;

(4) Sick animals shall be isolated from healthy ones in quarters adequately ventilated to prevent contamination of healthy animals;

(5) Sick or injured animals shall receive appropriate medical treatment by or under the auspices of a licensed veterinarian. Records shall be maintained reflecting treatment, care, dates of veterinary visits, and the name of the veterinarian and veterinary clinic providing treatment. Sick or injured animals shall not be sold, bartered, or otherwise transferred from a commercial pet facility or animal welfare facility to a new owner until the illness or injury is substantially healed, unless such transfer is to an animal welfare organization that assumed all responsibility for providing the appropriate medical treatment;

(6) Cats and dogs shall receive age-appropriate vaccines and anthelmintics. Records of such shall be maintained for each animal and made available to the designated animal control authority and/or the Pierce County Health District, including the name and address of the attending veterinarian, if applicable;

(7) A copy of all medical records including, but not limited to, the records described in subsections (5) and (6) shall be provided to new owners at the time the ownership of the animal is transferred, or to the designated animal control authority upon request.

C. Facility and individual housing and habitat requirements for commercial pet facilities and animal welfare facilities:

(1) Indoor and outdoor animal housing facilities shall be in good repair, protect the animals from injury, and shall provide sufficient security to contain the animals while preventing entry by unwanted animals. Also, the habitat shall provide species-specific requirements including, but not limited to, temperature, humidity, and light.

(2) Indoor facilities shall:

(i) Provide the animal with adequate space for movement and ability to sit, lie, stand, and stretch without touching the sides or top of housing;

(ii) Be heated or cooled to protect the animals from temperatures to which they are not acclimated;

(iii) Be adequately ventilated;

- (iv) Have interior walls, ceilings, and floors that are sealed and are resistant to absorption of moisture or odors;
- (v) Have flooring with a surface that can be sanitized and treated to minimize growth of harmful bacteria;
- (vi) Have a waste collection and removal system that facilitates cleaning and permits maintaining the facility in a sanitary condition; and
- (vii) Have available a washroom with sink for hot and cold running water.

(3) Outdoor facilities shall:

- (i) Provide adequate shelter and protection from adverse weather;
- (ii) Provide sufficient room for adequate exercise and movement; and
- (iii) When no indoor facility is available, outdoor facilities shall also:
  - (iv) Have flooring with a surface that can be sanitized and treated to minimize growth of harmful bacteria;
  - (v) Have a waste collection and removal system that facilitates cleaning and permits maintaining the facility in a sanitary condition; and
  - (vi) Have available a washroom with sink for hot and cold running water.

D. Operation and facility requirements for grooming parlors. Grooming parlors shall:

- (1) Not board animals;
- (2) Provide restraining straps for animals to prevent injury while being groomed;
- (3) Sterilize grooming equipment after each use;
- (4) Not leave animals unattended when placed before a dryer;
- (5) Not prescribe or administer treatment or medicine or otherwise engage in veterinary practice as defined in RCW 18.92.010;

(6) Not confine more than one animal in the same cage unless so requested by the owner of the animals;

(7) Be structurally sound and in good repair, designed to protect the animals from injury, and provide sufficient security to contain the animals while preventing entry by unwanted animals;

(8) Have grooming and animal containment areas with walls, ceilings and floors that are sealed and resistant to absorption of moisture and odors; and

(9) Be cleaned and sanitized on a regular basis.

E. Inspections. The animal control authority shall inspect existing or proposed commercial pet facilities, animal welfare facilities, and grooming parlors in connection with its licensing investigation and when inspections are necessary to ensure compliance with this title. Such inspections shall be made during regular business hours.

Section 8. A new chapter 6.10 is hereby added to the Gig Harbor Municipal Code, to read as follows:

**Chapter 6.10  
IMPOUNDMENT AND QUARANTINE**

Sections:

6.10.010 IMPOUNDING, REDEMPTION, AND DISPOSITION OF PETS AND/OR LIVESTOCK.

6.10.020 QUARANTINE.

**6.10.010 IMPOUNDING, REDEMPTION, AND DISPOSITION OF PETS AND/OR LIVESTOCK.**

A. Impounding pets and/or livestock. Pets and/or livestock may be impounded by the animal control authority or the Gig Harbor Police Department in the following situations:

(1) When the animal is at large;

(2) When the animal has been subjected to cruel treatment as defined by RCW Chapter 16.52; or

(3) When the animal has injured or bitten a person or other animal, and/or where the animal poses a threat to people or other animals;



(4) When the animal is found in violation of any restrictions imposed by a court, animal control authority or municipal court hearing examiner, relating to Potentially Dangerous Animals; or to Section 6.12.030 relating to Dangerous animals;

(5) When the animal is found in violation of Section 9.34.020(7) pertaining to animal noise, after two written warnings to the owner within a calendar year;

(6) When the animal is found within the City limits and has previously been declared to be a dangerous animal by a court, animal control authority or hearing examiner.

B. Place and manner of impoundment. Pets and livestock shall be impounded in the place and manner designated by the animal control authority.

C. Authority to pursue. Animal control authority employees may pursue pets or livestock running at large onto City-owned property, vacant property and unenclosed private property to seize, remove, and impound such animals. This shall not restrict the animal control authority to pursue/impound an animal pursuant to RCW Chapter 16.52.

D. Notice to owner. Immediately following impoundment, the animal control authority shall notify the owner of the animal of its impoundment; provided, if the owner of the animal is unknown, the animal control authority shall make reasonable efforts, including but not limited to checking the animal for a microchip, to notify the owner of the impoundment.

E. Redemption of impounded animals.

(1) Pets may be redeemed upon payment of an impound fee, a boarding fee, and any appropriate license fees. All fees shall be charged per animal handled by the animal control authority.

(i) The impound fee is \$25.00, which amount shall double with each offense. For example: \$25.00, first offense; \$50.00, second offense; \$100.00, third offense.

(ii) The boarding fee shall be \$15.00 per day.

(2) Livestock may be redeemed upon payment of an impound fee, a boarding fee, and, if impounding requires special transportation, a special transportation fee. All fees shall be charged per animal handled by the animal control authority.

(i) The impound fee is \$50.00, which amount shall double with each offense. For example: \$50.00, first offense; \$100.00, second offense; \$200.00, third offense.

(ii) The boarding fee is \$20.00 per day.

(iii) The special transportation fee is \$75.00 per trip.

F. Disposition of impounded animals not redeemed.

(1) When a pet is not redeemed, no sooner than ninety-six hours following notice to the owner of the impoundment, or within the same time period after the authority has made reasonable but unsuccessful efforts to notify the owner, the animal control authority may give or adopt the animal to an animal welfare organization or qualified person, or euthanize the animal.

(2) When livestock is not redeemed, no sooner than seventy-two hours following notice to the owner of the impoundment, or within the same time period after the authority has made reasonable but unsuccessful efforts to notify the owner, the animal control authority may give or adopt the animal to an animal welfare organization or qualified person, or may commence to auction the animal to the highest bidder that can provide the animal with a suitable environment, or euthanize the animal. Notice of the auction and a description of the livestock to be auctioned shall be published at least seven calendar days prior to the sale in the official City newspaper. Such notice shall also be mailed to the owner of the livestock, if known.

(3) When a feral cat is not redeemed, no sooner than twenty-four hours after the authority has made reasonable but unsuccessful efforts to determine if the feral cat has an owner and to notify same, the animal control authority may give or adopt the animal to an animal welfare organization or qualified person, or euthanize the animal.

G. Disposition of sick or injured impounded animals. Sick or injured impounded animals may be euthanized in accordance with RCW 16.52.085.

**6.10.020 QUARANTINE.**

A pet or livestock that bites and breaks the skin of any person may be impounded by the animal control authority and, if impounded, shall be quarantined for ten calendar days to determine if the animal is infected with a disease. The place of quarantine shall be established by the animal control authority. The animal control authority may, in its discretion, allow the owner of the animal to maintain the quarantine. Any boarding fees incurred during the quarantine shall be paid by the owner of the animal. During the quarantine, the animal shall not have contact or access to any person or any other pet or

livestock other than with the owner of the animal or animal control authority employees.

Section 9. A new chapter 6.14 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Chapter 6.12  
DANGEROUS ANIMALS**

Sections:

- 6.12.010 POTENTIALLY DANGEROUS ANIMALS.
- 6.12.020 FAILURE TO CONTROL AN ANIMAL DECLARED POTENTIALLY DANGEROUS.
- 6.12.030 DANGEROUS ANIMALS.
- 6.12.040 POSSESSION OF AN ANIMAL DECLARED DANGEROUS.
  
- 6.12.010 POTENTIALLY DANGEROUS ANIMALS.

**6.12.010. Potentially Dangerous Animals.**

A. Potentially Dangerous Animals and Exclusions. The animal control authority shall have the authority to declare and restrict an animal potentially dangerous, if the animal control authority has probable cause to believe that the animal falls within the definitions set forth in GHMC 6.04.020(v). In order to declare an animal as potentially dangerous, the procedures set forth in this section must be followed.

B. Investigation. If the animal control authority receives a report of a potentially dangerous animal, it shall immediately initiate an investigation including, but not limited to, interviewing the complainant(s), interviewing the owner of the animal, if known, and observing the animal. The investigation and subsequent declaration of a potentially dangerous animal must be based upon:

- (1) The written complaint of a citizen who is willing to testify that the animal has acted in a manner which causes it to fall within the definition of GHMC 6.04.020(v);
- (2) Animal bite reports filed with the animal control authority;
- (3) Actions of the animal witnessed by any employee of the animal control authority or law enforcement officer; or
- (4) Other substantial evidence.

Exclusions. An animal shall not be declared potentially dangerous if the animal control authority determines, by a preponderance of the evidence, that the threat, injury, or bite alleged to have been committed by the animal was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the owner of the animal, or who was tormenting, abusing, or assaulting the animal, or who had been in the past observed or reported to have tormented, abused, or assaulted the animal, or who was committing or attempting to commit a crime.

C. Notice of Proposed Declaration of Potentially Dangerous Animal. The animal control authority shall send a notice to the owner of the authority's investigation and intent to issue a declaration that the animal is potentially dangerous. The notice shall be served upon the animal's owner in person or by regular and certified mail, return receipt requested. If the owner is unknown, the animal control authority shall make reasonable efforts to notify the owner, such as examining the animal for microchipping, which efforts shall be documented in the record. The notice shall state:

1. The statutory, code or ordinance basis for the proposed action;
2. The reasons the authority considers the animal potentially dangerous; a statement that the animal is subject to registration and controls required by this Title and chapter 16.08 RCW, including a recitation of the controls in subsection 16.12.010(E)(2) herein and an explanation of the owner's rights and of the proper procedure for appealing a decision finding that the animal is potentially dangerous.

D. Authority's meeting with Animal's Owner. Prior to the authority issuing its final determination, the authority shall notify the owner in writing that he or she is entitled to an opportunity to meet with the authority, at which meeting the owner may give, orally or in writing, any reasons or information as to why the animal should not be declared potentially dangerous. The notice shall state the date, time and location of the meeting, which must occur prior to expiration of fifteen calendar days following delivery of the notice. The owner may propose an alternative meeting date and time, but such meeting must occur within the fifteen day time period set forth in this section.

E. Issuance of Written Order.

1. After such meeting with the owner, the authority must issue its final determination, in the form of a written order, within fifteen calendar days.
2. In the written order, the animal control authority may impose any or all of the following restrictions on an animal to protect the public safety or other animals:

(a) Training. The animal control authority may require the owner of the potentially dangerous animal and the animal to attend, complete, and pay all costs associated with an accredited obedience/training class or seminar. The animal control authority shall pre-approve any choice of class by the owner of the animal, and proof of satisfactory completion of such training shall be provided to the animal control authority upon completion, even if such type of training has been completed by the animal in the past.

(b) Restraint. The animal control authority may require the owner of the potentially dangerous animal to muzzle, leash, collar, confine, lock, isolate, or remove the animal from the City, or any combination of the foregoing.

(c) Indemnification. The animal control authority may require the owner of the potentially dangerous animal to prove purchase of liability insurance or bond and renewals in the amount of one-hundred thousand dollars (\$100,000) or more, as set by the animal control authority. The insurer/bond issuer must be qualified under RCW Title 48 and must provide coverage/funds to offset any injuries inflicted by the potentially dangerous animal. All costs associated with the insurance/bond must be paid by the insured.

(d) Warning. The animal control authority may require the owner of a potentially dangerous animal to post all entrances to any property where such animal is located with such visible warning sign(s) as the animal control authority deems necessary.

(e) Financial Responsibility. The animal control authority may require the owner of a potentially dangerous animal to pay any costs associated with enforcement of this section including, but not limited to, those stated above.

3. In the event the authority declares the animal to be potentially dangerous, the order shall include a recital of the authority for the action, a brief concise statement of the facts that support the determination, a statement of any restrictions placed on the animal or owner as a consequence of the declaration, a statement of the penalties for further violations, notice of the right to appeal the declaration, and the signature of the person who made the determination. The order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last known address known to the authority.

F. Appeal to the Municipal Court Hearing Examiner.

The owner of an animal declared potentially dangerous shall have twenty (20) calendar days from receipt of the written declaration appeal the declaration to the

municipal court judge, who shall act as a hearing examiner for appeals of such determinations.

Unless otherwise agreed to by the animal owner, the appeal hearing must be scheduled to be heard within twenty-one (21) calendar days from the City's receipt of the notice of appeal. The municipal court hearing examiner shall provide written notice of the hearing date and time to the owner of the potentially dangerous animal and to the animal control authority. Such notice must be provided at least seven (7) calendar days prior to the scheduled hearing.

G. Hearing before the Municipal Court Hearing Examiner. At the appeal hearing before the municipal court hearing examiner, the animal control authority shall have the burden of proving that the animal is potentially dangerous by a preponderance of the evidence. The owner of the animal may present evidence in defense of the animal. The municipal court hearing examiner shall weigh the evidence presented by both the animal control authority and the owner (if applicable), and shall issue a written decision to the appealing animal owner and animal control authority that either modifies, sustains or reverses the animal control authority's declaration.

#### **6.12.020 FAILURE TO CONTROL AN ANIMAL DECLARED POTENTIALLY DANGEROUS.**

A. Prohibited Ownership. No person(s) under the age(s) of eighteen (18) years old shall own a potentially dangerous animal, as defined in GHMC 6.04.020(v).

B. Change of Ownership, Custody, and/or Residence. Owners of an animal that has been declared potentially dangerous who sell, barter, or otherwise transfer the ownership, custody, or residence of the animal shall, within fourteen (14) calendar days of the change, inform the animal control authority in writing of the name, address, and telephone number of the new owner, and/or the address of the new residence where the animal is located. Such notice shall also include the name, description, and license number of the animal. In the event the ownership and/or custody of the animal changes, the owner shall notify the new owner in writing of the details of the animal's record relating to being declared potentially dangerous and the terms and conditions of the declaration. The owner shall also provide the animal control authority with a copy of the written notification that shall contain a notarized statement by the new owner acknowledging receipt of the original notification.

C. Failure to Abide by Restraints. Failure on the part of the owner(s) of a potentially dangerous animal to abide by the restraints placed upon the owner(s) or their animal by the animal control authority, municipal court hearing examiner, district court, or superior court may result in impoundment of the potentially dangerous animal by the animal control authority as well as further punitive action pursuant to GHMC 6.12.020.

D. Misdemeanor. When an animal has been previously declared potentially dangerous, by a court, animal control authority or municipal court hearing examiner, the owner of the potentially dangerous animal shall be guilty of a misdemeanor if such animal is thereafter found:

(1) At large;

(2) To have, when unprovoked, inflicted a bite(s) upon a human, pet, or livestock either on public or private property;

(3) To have chased or approached a person upon the streets, sidewalks, or any other public grounds in such a manner as to significantly threaten the safety of humans, pets, or livestock; or

(4) To have caused injury to or otherwise threatened the safety of humans, pets, or livestock. This section shall not preclude immediate criminal prosecution under RCW 16.08.100 in a first bite situation causing severe injury or death of any human.

E. Impoundment of Potentially Dangerous Animals. In the event that a potentially dangerous animal is impounded due to the owner's failure to abide by the restraints imposed by the animal control authority, municipal court hearing examiner, district court, superior court or municipal court, the animal shall be forfeited to the animal control authority unless the owner of the animal makes a written request for a hearing before the municipal court hearing examiner in the same manner as an appeal pursuant to GHMC.

The animal control authority shall give written notice to the owner of the potentially dangerous animal immediately after impound that the animal has been impounded. Such notice shall either be delivered personally or by regular and certified mail, return receipt requested. The notice shall state that the owner of the animal may appeal the forfeiture in writing to the municipal court hearing examiner, as long as the appeal is submitted to the municipal court within twenty-one (21) days after the owner's receipt of the notice.

If an appeal hearing is requested, the hearing must be scheduled to be heard within twenty-one (21) calendar days from the City's receipt of the request for a hearing, unless otherwise agreed to by the animal owner. The municipal court hearing examiner shall provide written notice of the hearing date and time to the owner of the animal and to the animal control authority. Such notice must be provided at least seven (7) calendar days prior to the scheduled hearing. The municipal court hearing examiner shall determine whether it is in the best interest of the community that the animal should be returned to the owner, or forfeited by the owner to the animal control authority.

#### **6.12.030 DANGEROUS ANIMALS.**

A. Dangerous Animals and Exclusions. The animal control authority shall have the authority to declare and restrict an animal dangerous, if the animal control authority has probable cause to believe that the animal falls within the definitions set forth in GHMC 6.04.020(j). In order to declare an animal as dangerous, the procedures set forth in this section must be followed.

B. Investigation. If the animal control authority receives a report of a dangerous animal, it shall immediately initiate an investigation including, but not limited to, interviewing the complainant(s), interviewing the owner of the animal, if known, and observing the animal. The investigation and subsequent declaration of a dangerous animal must be based upon:

- (1) The written complaint of a citizen who is willing to testify that the animal has acted in a manner which causes it to fall within the definition of GHMC 6.04.020(j);
- (2) Animal bite reports filed with the animal control authority;
- (3) Actions of the animal witnessed by any employee of the animal control authority or law enforcement officer; or
- (4) Other substantial evidence.

Exclusions. An animal shall not be declared dangerous if the animal control authority determines, by a preponderance of the evidence, that the threat, injury, or bite alleged to have been committed by the animal was sustained by a person who was at the time committing a willful trespass or other tort upon the premises occupied by the owner of the animal, or who was tormenting, abusing, or assaulting the animal, or who had been in the past observed or reported to have tormented, abused, or assaulted the animal, or who was committing or attempting to commit a crime.

C. Notice of Proposed Declaration of Dangerous Animal. The animal control authority shall send a notice to the owner of the authority's investigation and intent to issue a declaration that the animal is dangerous. The notice shall be served upon the animal's owner in person or by regular and certified mail, return receipt requested. If the owner is unknown, the animal control authority shall make reasonable efforts to notify the owner, including but not limited to examining the animal for microchipping, which efforts shall be documented in the record. The notice shall state:

1. The statutory, code or ordinance basis for the proposed action;
2. The reasons the authority considers the animal dangerous; a statement that the animal is subject to registration and controls required by this Title and chapter 16.08 RCW, including a recitation of the controls in subsection



6.12.030(E)(2) herein and an explanation of the owner's rights and of the proper procedure for appealing a decision finding that the animal is dangerous.

D. Authority's meeting with Animal's Owner. Prior to the authority issuing its final determination, the authority shall notify the owner in writing that he or she is entitled to an opportunity to meet with the authority, at which meeting the owner may give, orally or in writing, any reasons or information as to why the animal should not be declared dangerous. The notice shall state the date, time and location of the meeting, which must occur prior to expiration of fifteen calendar days following delivery of the notice. The owner may propose an alternative meeting date and time, but such meeting must occur within the fifteen day time period set forth in this section.

E. Issuance of Written Order.

1. After such meeting with the owner, the authority must issue its final determination, in the form of a written order, within fifteen calendar days.

2. In the written order, the animal control authority shall impose all of the following restrictions on a dangerous animal to protect the public safety or other animals:

(a) the owner shall apply to the City for a certificate of registration for a dangerous animal, which the City shall not issue unless the owner provides sufficient evidence of the following:

(i) a proper enclosure to confine a dangerous animal and the posting of the premises with a clearly visible warning sign that there is a dangerous animal on the property. In addition, the owner shall conspicuously display a sign with a warning symbol that informs children of the presence of a dangerous animal;

(ii) a surety bond issued by a surety insurer qualified under chapter 48.28 RCW in a form acceptable to the animal control authority in the sum of at least two hundred fifty thousand dollars, payable to any person injured by the dangerous animal;

(iii) a policy of liability insurance, such as homeowner's insurance, issued by an insurer qualified under Title 48 RCW in the amount of at least two hundred fifty thousand dollars, insuring the owner for any personal injuries inflicted by the dangerous animal.

3. In the event the authority declares the animal to be dangerous, the order shall include a recital of the authority for the action, a brief concise statement of the facts that support the determination, a statement of any restrictions placed on the animal or owner as a consequence of the declaration, a statement of the penalties for further violations, notice of the right to appeal the declaration, and the signature of the person who made the determination. The

order shall be sent by regular and certified mail, return receipt requested, or delivered in person to the owner at the owner's last known address known to the authority.

F. Appeal to the Municipal Court Hearing Examiner.

The owner of an animal declared dangerous shall have twenty (20) calendar days from receipt of the written declaration appeal the declaration to the municipal court judge, who shall act as a hearing examiner for appeals of such determinations.

Unless otherwise agreed to by the animal owner, the appeal hearing must be scheduled to be heard within twenty-one (21) calendar days from the City's receipt of the notice of appeal. The municipal court hearing examiner shall provide written notice of the hearing date and time to the owner of the dangerous animal and to the animal control authority. Such notice must be provided at least seven (7) calendar days prior to the scheduled hearing.

G. Hearing before the Municipal Court Hearing Examiner. At the appeal hearing before the municipal court hearing examiner, the animal control authority shall have the burden of proving that the animal is dangerous by a preponderance of the evidence. The owner of the animal may present evidence in defense of the animal. The municipal court hearing examiner shall weigh the evidence presented by both the animal control authority and the owner (if applicable), and shall issue a written decision to the appealing animal owner and animal control authority that either modifies, sustains or reverses the animal control authority's declaration.

**6.12.040 POSSESSION OF AN ANIMAL DECLARED DANGEROUS.**

A. Any dangerous animal shall be immediately confiscated by an animal control authority if the: (1) animal is not validly registered under RCW 16.08.080 or GHMC Section 6.12.030; (2) the owner does not secure the liability insurance coverage required under RCW 16.08.080 and GHMC 6.12.030(E)(2)(a); (3) the animal is not maintained in the proper enclosure; or (4) the animal is outside the dwelling of the owner or outside the proper enclosure and not under the physical restraint of the responsible person.

B. The animal control authority shall serve notice upon the animal's owner in person or by regular and certified mail, return receipt requested, specifying the reason for confiscating the dangerous animal, that the owner is responsible for payment of the costs of confinement and control, and that the animal will be destroyed in an expeditious and humane manner if the deficiencies for which the animal was confiscated are not corrected within twenty days of notification. The notice shall also state the owner's right to an appeal hearing on the confiscation. In addition, the owner shall be guilty of a gross misdemeanor punishable as set forth below.

C. Gross Misdemeanor. When an animal has been previously declared dangerous, by a court, animal control authority or municipal court hearing examiner and the animal has been confiscated under GHMC 6.12.040(A) for the owner's failure to abide by any of the conditions that code section, the owner of the dangerous animal shall be guilty of a gross misdemeanor if such animal is thereafter found;

(1) In the owner's possession inside Gig Harbor City limits; or

(2) Inside City limits under circumstances evidencing that the animal was intentionally brought into the City by the owner or at the request or acquiescence of the owner.

D. If a hearing is requested, the hearing must be scheduled to be heard within twenty-one (21) calendar days from the day of the City's receipt of the request for a hearing before the municipal court hearing examiner in the same manner as an appeal unless otherwise agreed to by the animal owner. The municipal court hearing examiner shall provide written notice of the hearing date and time to the owner of the dangerous animal and to the animal control authority. Such notice must be provided at least seven (7) days prior to the scheduled hearing. The municipal court hearing examiner shall determine whether it is in the best interest of the community that the animal should be returned to the owner, forfeited by the owner to the animal control authority, or euthanized by the animal control authority.

Section 10. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 11. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of a summary, consisting of the title.

PASSED by the Gig Harbor City Council and the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 200\_\_.

CITY OF GIG HARBOR

\_\_\_\_\_  
CHUCK HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:

By: \_\_\_\_\_  
CAROL A. MORRIS, CITY  
ATTORNEY



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**  
**SUBJECT: EDDON BOAT PARK BUILDING DEMOLITION AND BRUSH**  
**CLEARING CONTRACT**  
**– CONSTRUCTION CONTRACT AUTHORIZATION**  
**DATE: FEBRUARY 13, 2006**

**INTRODUCTION/BACKGROUND**

Demolition of the Pandora's Box and Wild Birds Unlimited buildings and brush removal is required in order to provide access to several areas of identified contamination. Access is necessary in order to continue the ongoing environmental testing mandated by the Department of Ecology.

Over the past several months, the City conducted several public meetings regarding this project. Based upon the outcome of the November meeting, the Eddon Boat Ad hoc Committee in conjunction with City staff recommended the demolition of the Pandora's Box and Wild Birds Unlimited structures. The fate of the Hoppen House will be decided at a future point in time.

In accordance with the City's Small Works Roster process (Resolution No. 592), the City recently contacted seven contractors for quotation proposals from the City's small works roster. A total of three proposals were received as summarized below:

1	ESE CORPORATION	\$92,037.02
2	SOUND EXCAVATION	\$99,717.16
3	MRC CONSTRUCTION	\$99,757.27

The lowest responsive proposal received was from ESE Corporation, in the amount of Ninety-two Thousand Thirty-seven Dollars and Two Cents (\$92,037.02). This project is a park improvement project and the City will pay State of Washington sales tax (which is included in this amount).

**ISSUES/FISCAL IMPACT**

Sufficient funds are available within the 2006 Park Development Fund, Fund 109 to fund this component of the continuing park improvement project.

**RECOMMENDATION**

I recommend that the Council authorize the award and execution of the contract for the Eddon Boat Park Building Demolition and Brush Clearing Project to ESE Corporation, as the lowest responsible bidder, for their quotation proposal in the amount of Ninety-two Thousand Thirty-seven Dollars and Two cents (\$92,037.02).

**CITY OF GIG HARBOR  
CONTRACT  
FOR  
EDDON BOAT PARK BUILDING DEMOLITION AND BRUSH CLEARING  
PROJECT CSP-0503a**

THIS AGREEMENT, made and entered into, this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Gig Harbor, a Non-Charter Code city in the State of Washington, hereinafter called the "City", and ESE Corporation hereinafter called the "Contractor."

**WITNESSETH:**

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

1. The Contractor shall do all of the work and furnish all of the labor, materials, tools, and equipment necessary for the demolition, hauling and disposal of Pandora's Box and Wild Birds Unlimited buildings, removal and disposal of one underground heating oil storage tank and the demolition, hauling and disposal of all associated concrete retaining walls and asphalt pavement, including erosion control, traffic control, brush clearing and pedestrian safety fencing, all in accordance with the special provisions and standard specifications, and shall perform any changes in the work, all in full compliance with the contract documents entitled "Eddon Boat Park Building Demolition and Brush Clearing Project, CSP-0503a," which are by this reference incorporated herein and made a part hereof; and agrees to accept payment for the same in accordance with the said contract documents, including the schedule of prices in the "Proposal," the sum Ninety-Two Thousand Thirty-Seven Dollars and Two Cents (\$ 92,037.02), subject to the provisions of the Contract Documents, the Special Provisions, and the Standard Specifications.
2. Work shall commence and contract time shall begin on the first working day following the tenth (10th) calendar day after the date the City executes the Contract, or the date specified in the Notice to Proceed issued by the City Engineer, whichever is later. All physical contract work shall be completed within twenty (20) working days.
3. The Contractor agrees to pay the City the sum of approximately \$690.00 per day for each and every day all work remains uncompleted after expiration of the specified time, as liquidated damages.
4. The Contractor shall provide for and bear the expense of all labor, materials, tools and equipment of any sort whatsoever that may be required for the full performance of the work provided for in this Contract upon the part of the Contractor.
5. The term "Contract Documents" shall mean and refer to the following: "Invitation to Bidders," "Quotation Proposal," "Addenda" if any, "Specifications," "Plans," "Contract," "Performance Bond," "Maintenance Bond," "Payment Bond," "Notice to Proceed," "Change Orders" if any, and any documents referenced or incorporated into the Contract Documents, including, but not limited to the Technical Specifications.

CONTRACT: Eddon Boat Park Building Demolition and Brush Clearing Project (CSP-0503a)

not limited to the Washington State Department of Transportation's "2004 Standard Specifications for Road, Bridge, and Municipal Construction," including the American Public Works Association (APWA) Supplement to Division 1.

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

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

CITY of GIG HARBOR:

CONTRACTOR:

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

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
Print Title: \_\_\_\_\_  
Date: \_\_\_\_\_

ATTEST:

ESE Corporation  
11011 Waller Road East  
Tacoma, WA 98446  
253) 535-3112 (253) 535-3298 FAX

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

APPROVED FOR FORM:

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



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS**  
**SUBJECT: STAFF REPORT – WOLLOCHET OVERPASS PAVEMENT REPAIR**  
**DATE: FEBRUARY 13, 2006**

At the January 23<sup>rd</sup> City Council meeting, Council directed staff to investigate the possibility of the City repairing the sections of roadway located in the Washington State right-of-way, primarily on the Wollochet Overpass. We contacted Joyce Komac, WSDOT representative and found that the state has a project scheduled for this spring/summer that includes repaving the off/on ramps, bridge abutments, and new signal at the east off ramp. Ms. Komac mentioned that other local cities and counties perform routine maintenance within state right-of-way and gave the example of pothole patching and roadway striping as tasks not requiring a permit or review. Larger projects like roadway widening and overlays require review and permits.

The only method of reimbursement for this expense is if the City has a signed agreement to take over full responsibility of the roadway section.





**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: DAVID BRERETON, DIRECTOR OF OPERATIONS**  
**SUBJECT: STAFF REPORT – LANDSCAPE IMPROVEMENTS AT STINSON**  
**AVENUE AND PIONEER WAY**  
**DATE: FEBRUARY 13, 2006**

An identified objective in the 2006 budget, calls for the installation of additional landscape improvements in public the right-of-way. The Mayor requested that proposals be obtained for the design of landscape improvements at the intersection of Stinson Avenue and Pioneer Way (in front of the new Venture Bank). The City received a proposal from Bradley Design Group for landscape architecture services to design the hardscape layout, landscaping, an irrigation plan and construction assistance with site details for the sum of \$1,440.00.

Park Objective No. 4 for Streetscapes has a budgeted amount of \$10,000, which leaves a balance of \$8,560.00 available for the construction of the Stinson Avenue and Pioneer Way landscape improvements. If Council agrees, a contract with Bradley Design Group will be brought back for consideration.



**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E. CITY ENGINEER**  
**SUBJECT: STAFF REPORT – BRIARWOOD PEDESTRIAN IMPROVEMENT PROJECT**  
**DATE: FEBRUARY 13, 2006**

At the February 6th Council Retreat, Councilman Paul Conan asked staff about the construction of the Briarwood Pedestrian Improvement Project. In August 2005, the City submitted a grant application for the 45<sup>th</sup> Street and Briarwood Pedestrian Improvement Projects. In November, the City was informed that both projects were ineligible for State Grant funding due to not having a Federal Route designation. Consequently, there are inadequate funds to construct each of these projects.

City staff is requesting Council to approve the transfer of construction and design funds allocated for the 45<sup>th</sup> Street Pedestrian Project to the Briarwood Project for the following reasons:

The City has conducted several public meetings previously for the Briarwood Project and received overwhelming public project support.

Final Design is complete on this project.

Final Construction Bid Documents are complete and Phase One of this project is ready for advertisement.

City staff will continue to complete in-house the final design this year for the 45<sup>th</sup> Street Improvement Project with anticipation for construction beginning in 2007.

Should Council approve this request, the \$50,000 allocated this year for 45<sup>th</sup> Street Improvement Project can be combined with the \$70,000 allocated budget for Briarwood resulting in an overall construction budget of \$120,000.

The proposed improvements along Briarwood will consist of curb and gutter, planter strip, and sidewalk along the south side of the street only. The project limits for this phase will begin at Point Fosdick and continue 1,600 feet to the west.



**POLICE**

**TO: MAYOR CHUCK HUNTER AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY REPORT FOR JANUARY 2006**  
**DATE: FEBRUARY 13, 2006**

**DEPARTMENTAL ACTIVITIES**

January 2006 saw an increase of 64 reports written compared to January 2005 (2005/108, 2006/172). DUI arrests in January 2006 are down by one when compared to January 2005 (2005/4, 2006/3) and infractions in January 2006 were up by 18 when compared to January 2005 (2005/63, 2006/81). Statistics show our January 2006 traffic accidents have increased by 4 accidents when compared to January 2005 (2005/13, 2006/17). Below you will find a table that tracks the ages of persons responsible for our traffic accidents this last year and accident locations.

Misdemeanor arrests in January 2006 were up by 4 (2005/26, 2006/30) and our felony arrests were up by 1 (2005/10, 2006/11). For every ticket our officers wrote in January 2006, 1.52 verbal warnings were given (123 warnings and 81 tickets).

Attached you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels as we progress through 2006 (remember some of the graphs contain cumulative numbers).

**The Reserve Unit** supplied 90 hours of volunteer time assisting our officers in January. We currently have a new reserve enrolled in the reserve academy at Fife Police Department.

**The COPS (Citizens on Patrol) Volunteer Program** has provided 75 hours of support to the department. All of these hours were provided by Ken McCray, who is our first volunteer for the program.

**The Marine Services Unit** was inactive during the month of January. We have two positions open on the unit and are currently engaged in an open recruitment with the intention to send two officers to the Basic Marine Enforcement training in April.

**TRAFFIC ACCIDENT LOCATION REPORT FOR JANUARY 2006**

**LEGEND:**

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

TRAFFIC ACCIDENTS IN JANUARY 2006				
DATE	LOCATION	TYPE	CASE#	AGE
1/3/2006	4815 Pt. Fosdick Dr.	NON	GH060014	66
1/6/2006	4900 Pt. Fosdick Dr	NON	GH060029	64
1/7/2006	Stinson & Rosedale	NON	GH060036	52
1/8/2006	6500 Wollochet Dr.	NON	GH060040	18
1/9/2006	Pt. Fosdick & 45th St.	NON	GH060041	38
1/12/2006	Olympic @ SR 16	NON	GH060056	16
1/16/2006	9800 Peacock Hill	INJ	GH060072	31
1/16/2006	5100 Olympic Dr.	NON	GH060073	40
1/18/2006	56th St. & 38th Ave.	NON	GH060088	37
1/18/2006	Burnham & Borgan	R/A - NON	GH060090	21
1/21/2006	Wollochet & Hunt	NON	GH060101	16
1/22/2006	Olympic @ Hwy 16	NON	GH060107	41
1/26/2006	7200 Stinson Ave.	INJ	GH060123	40
1/28/2006	38th Ave. & 56th St.	NON	GH060132	20
1/28/2006	5119 Olympic Dr.	H&R	GH060133	N/A
1/29/2006	Stinson & Edwards	NON	GH060137	44
1/30/2006	35th Ave. & 55th St.	NON	GH060144	22
1/30/2006	310 Judson St.	P-Lot	GH060145	79
1/31/2006	Stinson & Pioneer Way	NON	GH060154	23

**Some of the more interesting calls for the month of January 2006 included:**

- **JANUARY 1<sup>st</sup>:** Officer Chapman and Reserve Officer Menday responded to a fight at a “New Years Eve” party shortly after midnight. The officers found a 33-year old male victim lying in the front yard and bleeding from facial wounds. After investigating the incident, officers determined that the victim had been struck in the face by a 28-year old male after the two had argued at the party. The 28-year old was taken into custody and booked on assault charges. Case # 060001
- **JANUARY 1<sup>st</sup>:** Officer Dahm responded to a vandalism complaint at a local apartment complex. The victim was an 18-year old female and someone had keyed her 2004 pickup causing moderate damage. The victim pointed out a neighboring apartment that contained several teenage girls that may have been involved. Officer Dahm interviewed the girls and determined that two 17-year old girls were responsible. The girls were arrested for Malicious Mischief and released to their parents. The incident was based on a past girlfriend/boyfriend relationship. Case # 060006

- **JANUARY 2<sup>nd</sup>**: Officer Welch was providing a custody transport eastbound on SR 16 when he observed an impaired driver traveling in front of him. The impaired driver exited at the 36th St exit and was stopped by Officer Welch. Officer Welch summoned Officer Dahm to the scene and Officer Dahm conducted the DUI investigation. The 26-year old male driver was later arrested for DUI and blew a .261 & .259 on the BAC machine. The arrest involved the use of a Spanish interpreter on a 3-way phone line with an attorney from Department of Assigned Counsel (DAC). Case # 060008
- **JANUARY 4<sup>th</sup>**: Sgt. Dougil, Detective Douglas and Reserve Officer Langhelm assisted the US Marshall's Office in stopping a vehicle in the area of the Home Depot. The vehicle contained a 42-year old male and his 32-year old wife. The couple was wanted on Kansas felony charges including a federal warrant for terrorists' threats. The couple was taken into custody without incident and transported to the Pierce County Jail. Case # 060020
- **JANUARY 6<sup>th</sup>**: A 45-year old male was arrested for stealing a \$769.00 Dachshund puppy from a local pet store. During the investigation, it was revealed that the suspect had also stolen a ferret valued at \$150.00 from the same store in October of 2005. Both animals were recovered and returned to the pet store. The suspect was booked into jail on Theft 2nd degree charges. Case #s 060025 & 060027
- **JANUARY 7<sup>th</sup>**: Sgt. Dougil and Officer Allen responded to a domestic violence call involving a 24-year old female and her 21-year old brother. The female reported that her brother had punched her several times at their residence after both returned from a local tavern. The brother fled the residence wearing only a pair of shorts and was confronted by Officer Allen nearby on the street. While pursuing the suspect on foot, Officer Allen tripped and fell suffering scrapes and bruises. The suspect got away and later turned himself in at GHPD. The suspect was arrested for Assault 4<sup>th</sup> and Obstructing a Law Enforcement Officer. Case # 060030
- **JANUARY 7<sup>th</sup>**: Officer Cabacungan stopped a vehicle for running a stop sign and equipment violations. Upon questioning the 18 year old male driver, Officer Cabacungan discovered that the 18-year old had been drinking and had crashed his vehicle into a brick wall earlier in the evening. The driver was arrested for DUI (under 21) and blew a .034 & .035 on the BAC machine. Case #060031
- **JANUARY 8<sup>th</sup>**: Officer Dahm and Reserve Officer Menday stopped and talked with a 15-year old male as he was walking through a local neighborhood. While talking to the teenager, officers noticed that he had a large bulge in the front of his sweatshirt. When questioned about the bulge, the teen said that he had skateboard parts. Officers later found a tin box containing a small amount of

marijuana and a marijuana pipe on his person. The 15-year old was arrested and released to his mother. Case # 060037

- **JANUARY 8<sup>th</sup>:** A 53-year old female reported that she was robbed of \$100.00 and a bottle of prescription pills (Hydrocodone) while walking away from an ATM machine. The female said that she had just received \$100.00 from the ATM machine and was walking to her vehicle when she was grabbed by an unknown white male. The male took her purse and emptied it in the parking lot and fled with the cash and pills. The victim was unharmed and requested a police case number so that she could refill her prescription. The case is under investigation. Case # 060039

**Other reported incidents during the first week of January included:**

3 Non Injury Accidents  
6 Vehicle Prowls

- **JANUARY 11<sup>th</sup>:** at 0515 hours, officers were dispatched to a security check at a business in the 4800 block of Pt. Fosdick. A grounds worker had discovered shattered glass on a front door to the business. While checking the business, officers also discovered that a neighboring business had a shattered front door. Both businesses had been burglarized and both reported losses of office equipment. There are no suspects at this time. Case #s 060049 & 060050
- **JANUARY 11<sup>th</sup>: (UPDATE)** A 53-year old female was arrested for filing a false police report. On 1/8/06, the female had reported to Officer Cabacungan that she had been robbed of \$100.00 and a full bottle of prescription pills (Hydrocodone). As Officer Cabacungan interviewed the female in regards to the robbery, her story continued to change. When confronted with filing a false police report, the female admitted that she made up the story because she had "lost" her pills and needed a police report to replace them. The female was cited and released. Case # 060051
- **JANUARY 13<sup>th</sup>:** During an internal investigation, a local department store discovered that one of their employees had stolen \$1500.00 while working the cash register over a 7-day period. Officer Jahn was dispatched to the store and the 19-year old female employee was taken into custody. The female provided a written statement admitting the theft and was booked into the Pierce County Jail on Theft 2<sup>nd</sup> charges. Case # 060060
- **JANUARY 13<sup>th</sup>:** Officers Jahn and Cabacungan were dispatched to a local tire store on a suspicious female. Upon arrival, the 32-year old female told officers that she had driven her Ford Explorer into the open door of the business because an airplane was following her and she was hiding. She also told officers that she was bi-polar and had taken some "Ecstasy" prior to the event. Officers

determined that the female needed to seek medical attention and provided her with an involuntary commit. Case # 060066

- **JANUARY 14<sup>th</sup>:** A 46-year old male was taken into custody for punching his 31-year old girlfriend in the face along with pushing and kicking her. During the assault, the victim had a front tooth knocked out. The suspect was booked into the Pierce County Jail on Assault 4<sup>th</sup> D/V charges. (The case will be reviewed by the municipal prosecutor for a higher degree of assault based on the loss of the tooth) Case # 060067

**Other reported incidents during the second week of January included:**

1 Non Injury Accident:  
2 Hit & Run Accident:  
5 Vehicle Prowl  
1 Stolen Auto

- **JANUARY 16<sup>th</sup>:** Officer Dahm stopped a vehicle for expired license plates. While talking with the 45 year old male driver, Officer Dahm noticed that the driver displayed signs of being intoxicated. When Officer Dahm checked his driver's license, he discovered that it had recently been punched for a DUI. The driver was also required to have an interlock device on his vehicle, which he did not. The driver was taken into custody for DUI and the interlock violation and later blew a .249 & .261 on the BAC machine. Case # 060071
- **JANUARY 16<sup>th</sup>:** Officer Cabacungan was dispatched to the scene of a two car non-injury accident. His investigation revealed that a 31-year old male became enraged because he felt he was cut off by a vehicle entering the roadway from a side street. The 31-year old decided to pass the other vehicle and after doing so, he slammed on his brakes causing a collision. The 31-year old then approached the second driver, a 34-year old male and pushed him prior to the officer's arrival. The offending driver was arrested for Reckless Driving and Assault 4<sup>th</sup> degree. Case # 060072
- **JANUARY 16<sup>th</sup>:** Officer Garcia responded to a report of drunken juveniles behind a local grocery store. Officer Garcia located the three male juveniles and attempted to question them. One of the males attempted to fight with Officer Garcia and had to be taken into custody by force. All three were arrested for Minor in Possession of Alcohol and the 15-year old male that wanted to fight, was also charged with Obstructing a Law Enforcement Officer and Resisting Arrest. Case # 060076
- **JANUARY 21<sup>st</sup>:** While on patrol at 1:50 am, Officer Allen came upon several traffic light globes that had been placed in the roadway to obstruct traffic. While moving the obstruction, he noticed a 13-year old male hiding behind a street sign. Upon questioning the 13-year old, Officer Allen discovered that he had

been drinking. The 13- year old was taken into custody for MIP and released to a relative. Case # 060099

- **JANUARY 21<sup>st</sup>:** A 20-year old female came to the police station and turned herself in on three outstanding warrants for her arrest. She was taken into custody and booked into jail. Case # 060102
- **JANUARY 22<sup>nd</sup>:** Officer Dahm and Reserve Officer Menday located a suspicious auto parked in the rear of a closed business complex. Upon contacting the 42-year old male driver, they found him masturbating and smoking crack cocaine. The 42-year old was taken into custody and charged with Unlawful Possession of a Controlled Substance (Cocaine). Case # 060104
- **JANUARY 22<sup>nd</sup>:** Later that same evening, Officer Dahm and Reserve Officer Menday responded to a vehicle prowl in progress at a local apartment complex. The suspect vehicle had fled prior to the officer's arrival, however the officers did locate two vehicles that had been prowled. The officers conducted an area search for the suspect vehicle, and later located it entering SR 16. The suspect vehicle was stopped and officers located stolen property inside the vehicle. The two occupants, a 30-year old male and a 21-year old male were taken into custody. The suspects confessed to prowling the vehicles and were booked into jail on charges of Vehicle Prowl 2<sup>nd</sup> degree and Possession of Stolen Property 1<sup>st</sup> degree. **Good Work by Officers Dahm and Menday!** Case # 060105

**Other reported incidents during the third week of January included:**

3 Non Injury Accidents  
3 Vehicle Prowls  
1 Burglary

- **JANUARY 22<sup>nd</sup>:** At approximately 1900 hours, Officer Garcia was provided information of a bomb threat at Gig Harbor High School (GHHS). The threat was for a bomb to explode somewhere in the school the next morning at 0730 hours. Officer Garcia followed up with several GHHS students who had heard of the threat. A decision was made to delay the school starting time until a search of the school could be done. Along with GHPD assistance, WSP searched the building with "bomb sniffing" dogs. The school was closed for the day to students, and although the dogs did "hit" on a locker area of the school, no bomb was found. Officer Busey followed up the case that day and was able to determine that the threat was started by a 15-year old female student. The student was later taken into custody and booked into Remann Hall on charges of Threatening to Bomb. Case # 060109
- **JANUARY 25<sup>th</sup>:** A 16-year old female student was arrested at GHHS for possession of narcotics. School administrators were made aware that the female had left campus and was seen smoking marijuana with two male students in her



car. The three had parked on a side street several blocks from the school. When questioned about the incident, the female admitted to the offense, but would not tell who the other two students were. While searching the female, three pills identified as belonging to a class of amphetamines were found and the student admitted that she had purchased the pills illegally. Case # 060120

- **JANUARY 27<sup>th</sup>:** Officers responded to a theft in progress at a local pizza store. Three males in their early twenties were arrested for stealing a couple bottles of soda and a container of crushed peppers. While questioning the suspects, officers discovered that the same three suspects were responsible for stealing two cases of beer from a local grocery store a week earlier. All three were arrested for both incidents and one of the subjects had multiple warrants for his arrest. Cases # 060095 & 060131
- **JANUARY 28<sup>th</sup>:** Officer Jahn located a 33-year old male sleeping in a recycle bin behind a local business. Upon checking the welfare of the subject, Officer Jahn discovered that the male was wanted out of Kitsap County on an active felony warrant. The subject was taken into custody without incident. Case # 060128

**Other reported incidents during the fourth week of January included:**

2 Non Injury Accidents  
3 Injury Accidents  
4 Hit & Run Accidents  
4 Vehicle Prowls  
2 Business Burglaries

**TRAVEL / TRAINING:**

- January 10<sup>th</sup>, "Traced" training was provided to GHPD personnel. This is a electronic report approval program that will eventually allow our records system to become a paperless system.
- On January 12<sup>th</sup>, Chief Davis attended DEM sponsored training on lessons learned from Hurricane Katrina at the Puyallup Fairgrounds.
- On January 17<sup>th</sup>, Chief Davis and Lt. Colberg met with Mike Feldhausen to discuss the upcoming sergeant assessment center.
- On January 23-28, Lt. Colberg and Fire Marshall Dick Bower attended Type III All-Hazards Incident Management Training in Puyallup.
- On January 23-28, the Gig Harbor Police sponsored a free National Crime Insurance Bureau training and over 100 participants from all over the Puget Sound attended. Sgt. Emmett, Detective Douglas and Officers Chapman and Cabacungan attended the training from GHPD.

- COPS volunteer Ken McCray is attending the 13-week Citizen's Academy sponsored by the Pierce County Sheriff's Department.
- GHPD is sponsoring two upcoming training sessions: 1) a 16-hour volunteer training class on June 5<sup>th</sup> and 6<sup>th</sup>, and 2) a ID Theft Forum in partnership with the PCSD and CenturyTel.

## **SPECIAL PROJECTS**

- On January 30, 2006, members of the Gig Harbor Police Explorers assisted the Gig Harbor Police Department in a tobacco compliance enforcement operation. Under the guidance of GHPD officers, the 16-year old Explorers attempted to purchase tobacco products at 11 different businesses within Gig Harbor. It is a gross misdemeanor to sell or give tobacco products to anyone under the age of 18. The businesses included eight convenience stores and three tobacco-related businesses. This operation was in response to several complaints from people within the community who have reported the sale of tobacco to underage people. Two of the businesses sold cigarettes to the youth volunteers. The employees who conducted the transactions were given citations to appear in court at a later date. The remaining nine businesses were given letters of thanks from Chief Mike Davis for their efforts in restricting the sale of tobacco products to minors in our community. Similar enforcement operations may be held in the future.
- We are currently working on a "Use of Force Reporting Form." This computerized data collection device will enable tracking of use of force incidents to insure adequate training on policy and procedures is being provided.
- We were the recipient of two grant awards recently: 1) a grant for \$1,000.00 from the Association of Washington Cities (AWC) to assist with the development of our new policy manual, and 2) an equipment award of \$2,500.00 from the Washington Association of Sheriff's and Police Chiefs (WASPC) for one (1) patrol vehicle digital video system.
- The new Gig Harbor Police Explorers Post is up and running under the guidance of Officer Busey. A team of very enthusiastic young adults between the ages of 15 and 21 are signed up for the program.
- We are currently recruiting for lateral and entry level candidates. The deadline to apply is set for Friday February 17<sup>th</sup>. We currently have one patrol officer position opening.
- Our new volunteer Ken McCray is working diligently to get our speed trailer out in the community. He has devised an innovative program where he monitors the speed of vehicles passing through the radar. When he observes a vehicle pass through the radar 15 MPH over the posted speed limit, he takes a digital photo of

the vehicle. We then send a letter to the registered owner of the vehicle advising of the violation and directing them to abide by the speed limit in the future.

- CSO Lynn Mock is working with Pierce County Deputy Rich Folden on a new prevention program called Fraud Free Business. This is an education program designed to provide area business owners with information and best practices that diminish their exposure to cases of fraud. Lynn is also working with PCSD CSO Emily Watson to begin planning for our National Night Out on Tuesday August 1<sup>st</sup>.

### **PUBLIC CONCERNS:**

In January we were hit with 18 car prowls. With an arrest in the city of two individuals and a subsequent arrest of a car prowler in Kitsap County who is responsible for some of our car prowls, we anticipate seeing a decrease in these incidents in February.

Our False Alarm Compliance Program initiated last August seems to be working very well. We were recently forced to find a local business \$425.00 for non-compliance. The last several years have seen an average of 700 false alarms a year. Since the implementation of our program last August we have had only 155 false alarms.

### **FIELD CONTACTS**

Staff made the following contacts in the community during January:

- Chief Davis attend the Legislative Reception at the City Civic Center on January 6<sup>th</sup>.
- January 11<sup>th</sup>, Chief Davis met with Pastor Mark Toon from Chapel Hill Church.
- Chief Davis attended the Tacoma Pierce County DUI Task Force meeting on January 11<sup>th</sup>.
- Lt. Colberg and PSS Deb Yerry are volunteering for the Chapel Hill kids night called the "Chill."
- Lt Colberg and Chief Davis attended the Grand Opening Celebration of Crystal Judson Family Justice Center on January 20<sup>th</sup>, 2006. The City of Gig Harbor donated \$2000.00 to the Center and anticipates supporting the Center with a yearly \$2000.00 donation from our Motor Vehicle Excise Tax (MVET) money.
- Chief Davis attended the Career day at the Washington State Criminal Justice Training center. Over 400 law enforcement job seekers were on hand and it was an opportunity to market the department and city.
- CSO Mock attended the Tobacco Free Task Force meeting on January 23<sup>rd</sup>.
- During the last two weeks of January CSO Mock presented four classes at Discovery Elementary on child safety called "Charlie Check First."

**OTHER COMMENTS:**

I would like to encourage Mayor Hunter and all our Council members to arrange a ride along with one of our officers. This is a great opportunity to learn more about the police department and the dedicated staff that serve our city.



Category	January 2006					
	January 2005	January 2006	Change	YTD 2005	YTD 2006	Change
Calls for Service	377	351	-26	377	351	-26
General Reports	108	172	64	108	172	64
Criminal Traffic	8	7	-1	8	7	-1
Infractions	63	81	18	63	81	18
Warrant Arrests	12	6	-6	12	6	-6
Traffic Reports	13	17	4	13	17	4
DUI Arrests	4	3	-1	4	3	-1
Misdemeanor Arrests	26	30	4	26	30	4
Felony Arrests	10	11	1	10	11	1
FIR's	3	2	-1	3	2	-1









