

**AMENDED AGENDA FOR
GIG HARBOR CITY COUNCIL MEETING
February 27, 2006 - 7:00 p.m.**

CALL TO ORDER:

PLEDGE OF ALLEGIANCE:

CONSENT AGENDA:

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

1. Approval of the Minutes of City Council Meeting of February 13, 2006.
2. Pioneer Way / Stinson Avenue Intersection Landscape Improvements – Consultant Services Contract.
3. Liquor License Renewals: Water to Wine; Eagles; Tides Tavern; Tokyo Teriyaki; Judson Street Café.
4. Payment of Bills for February 27, 2006.
Checks #49572 through #49688 in the amount of \$351,320.12.

OLD BUSINESS:

1. Second Reading of Ordinance – Acceptance of the Donation of a Salmon Sculpture.
2. Second Reading of Ordinance – Performance Based Height Exception – Museums.
3. Second Reading of Ordinance – Animal Control.
4. Council Committees.

NEW BUSINESS:

1. Resolution – Historic Registry Listing – Eddon Boatyard.
2. First Reading of Ordinance – Amendment to Building Code Advisory Board Membership Requirements.
3. 2006 Grant Awards – City of Gig Harbor Arts Commission.

STAFF REPORT:

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) and property acquisition per RCW 42.30.110 (1)(b).

ADJOURN:

GIG HARBOR CITY COUNCIL MEETING OF FEBRUARY 13, 2006

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

CALL TO ORDER: 7:00 p.m.

PLEDGE OF ALLEGIANCE:

SPECIAL PRESENTATION: Recognition of Service: Officer Kevin Entze

Chief of Police Mike Davis explained that after 28-1/2 years of police work, Kevin Entze has retired from the Gig Harbor Police Department and gone to work as School Security for Gig Harbor High School. Chief Davis gave an overview of Kevin's extensive public service record, adding that he looks forward to a continued working relationship with Kevin in his new capacity. He presented Kevin with a plaque for his years of service in this department.

Kevin praised the team of officers, the police administration staff, and the city officials explaining that these people are the reason that he continued working all these years. He then introduced his wife, Vicki stressing that she played a large part in his success as a police officer. Chief Davis announced Kevin's going away part to be held on February 26th, 5 p.m. at Madrona Links.

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.

MOTION: Move to adopt the consent Agenda as presented.
Ekberg / Franich – unanimously approved.

OLD BUSINESS:

1. Second Reading of Ordinance – Request for Public Alley Vacation. John Vodopich presented a brief overview of this request to vacate a portion of an alley adjacent to 3010 Harborview Drive.

MOTION: Move to adopt Ordinance No. 1028 as presented.
Young / Ekberg – unanimously approved.

2. Second 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.

MOTION: Move to adopt Ordinance No. 1029 as presented.
Payne / Kadzik – unanimously approved.

3. Second Reading of Ordinance – Allowing Independent Living Facilities as a Conditional Use Permit. John Vodopich gave an overview of this proposed text amendment submitted by Colson and Colson Construction Company that would conditionally permit independent living facilities in the B-2 general business district.

Councilmember Franich asked for clarification on the proposed project that brought this text amendment request forward.

Dan Roach – Kurb Renner Architects, Salem, Oregon. Mr. Roach spoke on behalf of the applicant. He said that the footprint of the project has a footprint of approximately 30,000 square feet. Overall, the building is approximately 100,000 square feet.

Jennifer Sitts explained the zone transition standards that apply to the site being considered by the applicant.

Mr. Roach said that the proposed project has significant buffering that exceeds the 40 foot requirement. He added that the goal is for the project to fit well within the residential nature of the site as well as transitioning into the commercial area. He described the building as having cascading rooflines and articulated walls that will allow it to fit in architecturally.

Mayor Hunter reminded everyone that this ordinance is not project specific.

Councilmember Franich said that building size requirements in the B-2 and C-1 zones need to be broadened to include all uses, not just commercial structures.

MOTION: Move to adopt Ordinance No. 1030 allowing Independent Living Facilities as a conditional use permit in the B-2 zone.
Ekberg / Franich – unanimously approved.

4. Second Reading of Ordinance – Standing and Special Council Committees. Mark Hoppen explained that amendments to this ordinance reflect the issues discussed at the Council Retreat.

Councilmember Payne asked if notes would be taken at these meetings and Councilmember Young agreed that this is something that he would like to see done. John Vodopich explained that they have begun recording the Community Development Committee sessions but minutes have not been produced.

Councilmember Franich asked which committee would discuss parks. Mark Hoppen explained that either the Planning and Building committee or the Operations and Public Projects committee could discuss parks issues. He pointed out that there now is a Parks Commission. Councilmember Franich recommended adding the word “parks” to the Operations / Public Projects Committee to clarify that this would be the appropriate group for the Parks Commission to submit information.

MOTION: Move to adopt Ordinance No. 1031 with the amendment to add the word “parks” to the Operations and Public Projects committee.
Dick / Conan –

Councilmember Young asked if the existing Community Development Committee, with the addition of Councilmember Payne, would continue to work on the critical areas ordinance. Mayor Hunter agreed that this group should continue as a special committee.

RESTATED MOTION: Move to adopt Ordinance No. 1031 with the amendment to add the word “parks” to the Operations and Public Projects committee.
Dick / Conan – unanimously approved.

NEW BUSINESS:

1. YMCA Letter of Intent. Mark Hoppen explained that this letter of intent has been authorized by the PenMet Parks District in support of the addition of pool lanes at the YMCA. This project would have significant public benefit. He said that PenMet Parks District has allocated 1.5 million dollars over several years and it is proposed that the city participate in a prorate basis of \$250,000 for years 2007 and 2008. He introduced representatives Barb Herbert and Bob Ecklund from the YMCA, and Marc Connelly from PenMet Parks District to answer questions.

Bob Ecklund, CEO - YMCA of Tacoma/Pierce County. Mr. Ecklund introduced Barb Herbert, VP of Financial Development, and Tom Taylor, a volunteer. Mr. Ecklund gave an overview of the project, saying that they hope to be open by the fall of 2007. He explained that market research show that pools are one of the top two priorities for recreation. The Phase I project of 74,000 s.f. will have a warm-water pool with zero entry to allow for great access for children and those with disabilities. The collaboration effort will allow the addition of six lap lanes to the water complex. Mr. Ecklund further

explained that one out of seven members in the facility will be on financial assistance. With the coordination efforts with PenMet Park District, an effort will be made to allow every citizen on the Peninsula a couple of free admissions. In addition, membership fees will be based on a sliding scale based on the school lunch program. He mentioned the effort to collaborate with other local entities to enhance youth programs. Without partnering, this pool project would cost approximately 8-10 million dollars and \$300,000 in on-going maintenance. Through partnering, the YMCA assumes all long-term liabilities and all responsibility for the project.

Councilmember Payne asked for the cost of the total project. Mr. Ecklund responded that the total project, with land, will cost approximately 19 million dollars. The cost of just the swim lanes alone is in excess of two million.

Councilmember Franich asked about membership costs. Mr. Ecklund said that at this time it would cost approximately \$150 to rent the pool and adjacent room for a party. Monthly dues will range from \$20 for a child on up to \$48 for an adult.

Councilmember Kadzik asked for clarification on pool rental, the voucher system and team night. Mr. Ecklund responded that pool rental costs would be the same for members and non-members. He then said that the intention is that each member of a household would be able to come to the "Y" for free four times per year. On Saturday evening "teen night" they will have access to the entire facility.

Councilmember Franich complimented Mr. Ecklund on the project which he said will be great asset to the community. He questioned the appropriateness of spending citizen's dollars for a facility that collects dues.

Councilmember Dick asked if somewhere within the contract the services that are available to the general public as a result of the city's contribution could be specified. Mr. Ecklund responded that this is the intention.

Mayor Hunter said that a recent article in the paper said that there are over 4,000 kids in the community looking for something to do. This project will be a positive addition to the community.

Councilmember Payne asked if any discussion was needed regarding the comments by the city attorney. Councilmember Young said that he thought these concerns could be addressed in the final contract, adding that the letter of intent doesn't contain any actual obligation.

Carol Morris said that there is nothing to explain how the letter of intent would be interpreted. She advised that for clarity, the letter of intent should include any specific provisions. After further discussion, Ms. Morris suggested approval of the letter of intent subject to conditions in her e-mail. Then, the letter of intent wouldn't indicate that Council has waived the ability to raise objections at a later date.

Councilmember Kadzik asked about having the letter come back with the actual conditions stated. Councilmember Young suggested a motion that Council agrees with the letter of intent subject to these issues being resolved to satisfaction with the final contract.

MOTION: Move to authorize the City Administrator to sign the letter of intent to include the issues addressed by the Council and the City Attorney in her memo.
Franich /

Carol Morris suggested a change to the motion to which Councilmember Franich agreed.

MOTION: Council authorize the City Administrator to sign the letter of intent but add a provision that states that the City Council's approval of the letter of intent does not mean that the City Council has waived its ability or intent to raise the issues in her e-mail of February 6th in the future when negotiating the agreement between the parties.
Franich / Conan – unanimously approved.

Councilmember Young said how much he appreciated being contacted by the "Y" to explain the benefit of the pool. It will be of competition caliber and well worth the money.

2. First Reading of Ordinance – Acceptance of the Donation of a Salmon Sculpture.
Mark Hoppen explained that the city is required to accept donations by ordinance. He said that this salmon sculpture was part of the auction earlier this year. The sculpture will be located in the alcove in front of the Community Development Department. He said that unfortunately the donators, Ethan and Brenda Golf, could not be present this evening.

Councilmember Payne asked if the Golfs would be acknowledged in the display. Mr. Hoppen said that he was sure they would.

Councilmember Ekberg asked if this had gone through the Gig Harbor Arts Commission for approval of public art placement. Mr. Hoppen said that he would forward this to be discussed at their meeting tomorrow evening.

Councilmember Franich asked if the city was making a permanent commitment for placement of the sculpture. Mr. Hoppen responded that the city has latitude to move the sculpture in the future.

Councilmember Payne commented that the Golfs are great citizens of the community that have a significant impact in many ways. This is a wonderful gift that should be recognized in an appropriate way.

This will return for a second reading at the next meeting.

3. First Reading of Ordinance – Performance Based Height Exception - Museums. John Vodopich presented this text amendment brought forward by the Gig Harbor Peninsula Historical Society which would add museums to the list of performance based height exceptions. The Planning Commission has considered the text amendment and recommends approval of the ordinance. Mr. Vodopich noted that several changes have been suggested by the city attorney and are shown highlighted in the document. He specifically identified one change in Section 4 that the view criteria exception for museums be limited to artifact display.

Jennifer Kilmer – Executive Director, GPHPS. Ms. Kilmer explained that the reason for the code amendment is the large artifact, the purse seiner “Shenandoah.” She said that the text amendment is consistent with the current application of this chapter of the code and that museums were not intentionally left out at the time of adoption. She stressed that passage of the code amendment doesn’t immediately result in development of the new museum site, and the project still requires separate Hearing Examiner review. She added that this is a priority for the museum as they are hopeful to move forward with design review.

This will return for a second reading at the next meeting.

4. First Reading of Ordinance – Animal Control. Chief Mike Davis explained that this ordinance was precipitated by the need to find animal control services now that Pierce County no longer provides the service. Evaluation of the city’s current animal control ordinance found it lacking in several ways. This ordinance also reflects changes in state law.

Councilmember Young asked for clarification on the term “Municipal Court Hearing Examiner. Carol Morris explained that this ordinance appoints the Municipal Court Judge to act in a civil capacity rather than a criminal capacity. The judge, when acting in this capacity, is then referred to as the Municipal Court Hearing Examiner.

Chief Davis and Carol Morris further explained that this is not part of the criminal code because it involves the possible seizure of property, which is patterned after a civil process. At a point, it may become criminal.

Chief Davis addressed questions regarding licensing, and the animal control authority. He explained that Kitsap County would provide the pick-up service. The police officers can make the determination on whether or not an animal was a potential danger, and then call KHS to pick up the animal. Last year the city had one dangerous animal call in which a pit bull injured an 18 month old girl.

Chief Davis continued to explain that the hearings would be held in house with the assistance from Kitsap County. Councilmember Dick asked for further clarification on who makes the determination if someone is in violation of the code. Chief Davis explained that it would be a collaborative effort with the Gig Harbor Police and Kitsap

Humane Society. KHS would attend the hearing as a witness to the proceedings. Carol Morris further clarified the procedure in which a decision is issued. The animal owner can then appeal the decision to the Municipal Court Judge.

This will return for a second reading at the next meeting.

5. Eddon Boat Park Building Demolition and Brush Clearing – Construction Contract Authorization. Steve Misiurak, City Engineer, presented this contract to demolition and brush clearing on the Eddon Boat property.

Councilmember Young asked about additional costs associated with demolishing the house at a later date. Mr. Misiurak responded that would be a remobilization fee of approximately \$3000 - \$4000. He then addressed questions regarding insurance requirements and aspects of the scope of work such as grading and tree removal.

Councilmember Ekberg explained that the line of fruit trees and evergreens were to be saved. The park planning will take place after the site is cleaned up.

MOTION: Move to authorize the award and execution of the contract as recommended.
Payne / Ekberg – unanimously approved.

STAFF REPORT:

1. Dave Brereton, Director of Operations – Wollochet Overpass Pavement Repair. John Vodopich said that at the last council meeting Staff was directed to contact the State Department of Transportation regarding minor pothole repair on the onramps. He found that the crew could respond to calls related to potholes and that DOT has a contract to repave this area this spring or summer.

Councilmember Franich discussed the problem with the overpass abutments and said that he would like the crew to level this. He said that it was ridiculous to not be able to do something to fix this. John Vodopich clarified that this was part of the scope of work for the state project. Council asked staff to come back with an estimate for what it would cost and then a decision could be made.

2. Dave Brereton, Director of Operations – Landscaping Improvements at Stinson Avenue and Pioneer Way. Mayor Hunter explained that the triangle in front of Venture Bank is the gateway to the community, and needs to be made more presentable. Mayor Hunter said that he had asked Dave to get an estimate for design work and the operations crew could do the improvements.

Dave Brereton, Operations Manager, gave an overview of proposed project and asked if Council wanted him to move forward with a formal contract for the design. Councilmembers agreed that he should bring back a design contract for landscape, irrigation, hardscape, lighting, and signage layout.

3. Steve Misiurak, City Engineer – Briarwood Pedestrian Improvement Project. Steve Misiurak said that staff is requesting Council approval for the transfer of construction funds allocated to the 45th Street Pedestrian Improvement Project towards the Briarwood Improvement Projects as discussed in the Council Retreat. Council concurred with the transfer of funds.

4. Mike Davis, Chief of Police – GHPD Monthly Report for January. Chief Davis reported on the number of hit and runs and the department's policy on false alarms.

PUBLIC COMMENT:

Russ Ellis and Erin Nicks – Youth Force Nutrition Systems. Mr. Ellis and Mr. Nicks presented information on this program to get the local youth population into shape to participate in sports. They discussed the Gig Harbor Bulldogs and the Greater Puget Sound Youth football teams, and how working with them brought about the realization that many kids have weight issues. Youth Force Nutrition Systems was formed as a non-profit organization to address the issue of both obesity and hunger. They have been working with Peninsula School District and P.A.A. and know that there are other organizations such as the YMCA that can assist in their success.

COUNCIL COMMENTS:

Councilmember Ekberg commented that the overhead projection worked well during the meeting. He then commented on the use of the "special message" notation on utility bills. He suggested that this is one more chance to communicate with the public and it should be used more often.

Councilmember Kadzik said that it seems rude that you look at the back of the person giving public testimony. He said that it would be easier to look at the person, and perhaps the podium could be moved over and the screen and projector be moved to the other side.

ANNOUNCEMENT OF OTHER MEETINGS:

Gig Harbor North Task Force – February 22, 2006 - 9:30 a.m. in Community Rooms A & B at the Civic Center.

Mayor Hunter announced that the Tax Increment Financing Bill passed the House 94 to 1 on Saturday. It is now on to the Senate Ways and Means Committee and then to the Senate Floor.

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

MOTION: Move to adjourn to executive session at 8:35 p.m. for approximately thirty minutes to discuss potential litigation per RCW 42.30.110(1)(i).
Franich / Young – unanimously approved.

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

MOTION: Move to go back into executive session for another thirty minutes.
Young / Franich – unanimously approved.

MOTION: Move to return to regular session at 9:24 p.m.
Franich / Conan – unanimously approved.

ADJOURN:

MOTION: Move to adjourn at 9:24 p.m.
Franich / Young – unanimously approved.

CD recorder utilized:
Disk #1 Tracks 1 – 19.
Disk #2 Tracks 1 – 9.

Charles L. Hunter, Mayor

Molly M. Towslee, City Clerk



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DAVID BRERETON
DIRECTOR OF OPERATIONS
SUBJECT: STINSON AVE / PIONEER WAY LANDSCAPE DESIGN
- CONSULTANT SERVICES CONTRACT
DATE: FEBRUARY 27, 2006

INTRODUCTION/BACKGROUND

Our 2006 Budget includes an objective for landscape improvements at various locations as identified in budget objective #4. The council has selected the intersection of Pioneer Way and Stinson Ave for landscaping improvements. Bradley Design Group will provide landscape architecture services to design the hardscape layout, landscape and irrigation plan and construction assistance with site details.

After reviewing the Consultant Services Roster, the landscape architecture firm of Bradley Design Group was selected as the most qualified to perform the work. Their selection was based on their past conceptual design work, understanding of the project and familiarity with the area.

POLICY CONSIDERATIONS

Bradley Design Group is able to meet all of the City's standard insurance provisions for professional services contracts.

FISCAL CONSIDERATIONS

This work was anticipated in the adopted 2006 Budget and is within the 2006 Parks budgeted allocation of \$10,000.00, objective #4.

RECOMMENDATION

I recommend that the Council authorize the execution of the consultant services contract with Bradley Design Group for the landscape architecture services in the amount not to exceed One Thousand Four Hundred Forty and zero cents (\$1,440.00).

**CONSULTANT SERVICES CONTRACT
BETWEEN THE CITY OF GIG HARBOR AND
Bradley Design Group**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Bradley Design Group, a corporation organized under the laws of the State of Washington located and doing business at 4330 North Lexington Street, Tacoma, WA 98407 (hereinafter the "Consultant").

RECITALS

WHEREAS, the City is presently engaged in Landscape Architecture Services at Pioneer Way/Stinson Avenue Intersection and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated January 19, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Work**, and are incorporated by this reference as if fully set forth herein.

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

TERMS

I. Description of Work

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

II. Payment

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Thousand Four Hundred Forty and no cents (1,440.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B – Schedule of Rates and Estimated Hours**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

III. Relationship of Parties

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

IV. Duration of Work

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by April 15, 2006; provided however, that additional time shall be granted by the City for excusable days or extra work.

V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

VI. Discrimination

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

VII. Indemnification

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

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

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

INCLUDE, OR EXTEND TO, ANY CLAIMS BY THE CONSULTANT'S EMPLOYEES DIRECTLY AGAINST THE CONSULTANT.

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

VIII. Insurance

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

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

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

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

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

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

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

IX. Exchange of Information

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

X. Ownership and Use of Records and Documents

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

XI. City's Right of Inspection

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

XII. Consultant to Maintain Records to Support Independent Contractor Status

On the effective date of this Agreement (or shortly thereafter), the Consultant shall comply with all federal and state laws applicable to independent contractors including, but not limited to the maintenance of a separate set of books and records that reflect all items of income and expenses of the Consultant's business, pursuant to the Revised Code of Washington (RCW) Section 51.08.195, as required to show that the services performed by

the Consultant under this Agreement shall not give rise to an employer-employee relationship between the parties which is subject to RCW Title 51, Industrial Insurance.

XIII. Work Performed at the Consultant's Risk

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

XIV. Non-Waiver of Breach

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

XV. Resolution of Disputes and Governing Law

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

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

XVI. Written Notice

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary.

Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT:
Bradley Design Group
ATTN:
Kathleen Bradley Reader
4330 North Lexington Street
Tacoma, WA 98407

City of Gig Harbor
ATTN: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

XVII. Assignment

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

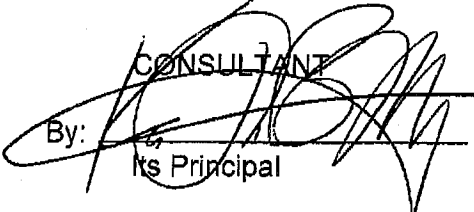
XVIII. Modification

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

XIX. Entire Agreement

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

IN WITNESS WHEREOF, the parties have executed this Agreement on this _____ day of _____, 200__.

By:  CONSULTANT
Principal

CITY OF GIG HARBOR

By: _____
Mayor

Notices to be sent to:
Bradley Design Group
ATTN:
Kathleen Bradley Reader
4330 North Lexington Street
Tacoma, WA 98407

City of Gig Harbor
ATTN: David Brereton
Director of Operations
3510 Grandview Street
Gig Harbor, WA 98335
(253) 851-6170

APPROVED AS TO FORM:

City Attorney

ATTEST:

City Clerk

STATE OF WASHINGTON)
) ss.
COUNTY OF _____)

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

Dated: _____

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

My Commission expires: _____

STATE OF WASHINGTON)
) ss.
COUNTY OF PIERCE)

I certify that I know or have satisfactory evidence that Charles L. Hunter is the person who appeared before me, and said person acknowledged that (he/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: _____

BRADLEY DESIGN GROUP
Landscape Architecture
Site Planning



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

19 January 2006

Dear David,

Per our discussion and my review of the site, I have determined Bradley Design Group's scope of services to be as follows for the Pioneer Intersection Improvements:

Project Location:

Pioneer Intersection/Venture Bank Corner Improvements located in Gig Harbor, WA

Scope of Services:

- Provide landscape, irrigation, hardscape, lighting and signage layout for the Pioneer Intersection in Gig Harbor. (AutoCAD site plan and survey prepared by City of Gig Harbor).
- Irrigation plans to include location of all irrigation equipment, details, notes and coordination with City Engineering for point of connection, power and meter location.
- Landscape plans to include location of proposed plantings, plant schedule identifying genus, species, size and condition of proposed plants, planting details and specifications.
- Coordination and design meetings with City of Gig Harbor for grading, location of utilities, road alignment & traffic issues, power line easements, lot line locations and any other site related elements.
- Revisions to plans per City of Gig Harbor.
- Provide on-site construction coordination throughout the construction.

Notes:

1. This proposal does not include hours for significant re-design once the work is substantially complete.
2. Fees indicated are not to exceed and based on the above outlined scope of services. Modifications to the project scope or schedule may require a revision to this scope. Additional services, if required, will be billed at the standard hourly rates only after approval by the City.
3. Terms are monthly invoicing with net due in 30 days.

4330 N. Lexington Street office: 253.753.7900
Tacoma, WA 98407 email: kati@bradtree.com
www.bradtree.com



Fees:

- The estimated fee for design review, planting design, construction assistance and project coordination is \$1,440.00.
- Reimbursable expenses will be billed as actuals. Plotting on bond for client review, submittals and construction sets will be billed at \$7.00 per sheet.

Fee Schedule:

Hourly Rates

Principal	\$120.00 / hour
Associate/Project Manager	\$90.00 / hour
Administrative Assistant	\$55.00 / hour

Reimbursable Expenses

Bond Plotting	\$7.00 / sheet
Vellum	\$12.00 / sheet
Mylar	\$22.00 / sheet

This letter serves as the Agreement to Proceed based upon the Scope of Services as outlined above and in the attached fee proposal. Work will proceed once Bradley Design Group receives your signature of acceptance and purchase order number.

If you have any questions regarding this proposal, please do not hesitate to call. Otherwise, please sign below and fax (253-276-0132) or mail a copy to our office. We look forward to working again with you and your wonderful staff on this project!

Kind regards,

Kathleen Bradley Reader
Principal



Fee Proposal

Date
1/18/2006

Name / Address
David Brereton
Director of Operations
City of Gig Harbor
3510 Grandview Street
Gig Harbor, WA 98335

Description	Project	
	Qty.	Total
06### Skansie Improvements		
PIONEER INTERSECTION IMPROVEMENTS - CITY OF GIG HARBOR		
Landscape Architecture services to design hardscape layout, landscape & irrigation plan, signage locations and construction assistance for the Pioneer Intersection in Gig Harbor, WA		
Principal Meeting Attendance	2	240.00
Principal Design Fee	1	120.00
Associate Design Fee - Landscape, Hardscape & Signage Layout	8	720.00
Irrigation Design	4	360.00
Total		\$1,440.00

4330 North Lexington Street
Tacoma, WA 98407

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 2/03/06

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR
(BY ZIP CODE) FOR EXPIRATION DATE OF 20060531

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 WATER TO WINE L.L.C. GIG HARBOR	WATER TO WINE 9014 PEACOCK HILL AVE STE 103A WA 98332 0000	088772	BEER/WINE SPECIALTY SHOP
2 FRATERNAL ORDER OF EAGLES GIG HARBOR AERIE NO. 2809	FRATERNAL ORDER OF EAGLES GIG HARBOR 2809 BURNHAM DR NW GIG HARBOR WA 98335 0000	360395	PRIVATE CLUB - SPIRITS/BEER/WINE NON-CLUB EVENT
3 DYLAN ENTERPRISES INC.	TIDES TAVERN 2925 HARBORVIEW DR GIG HARBOR WA 98335 0000	356387	TAVERN - BEER/WINE OFF PREMISES
4 STOUT, PYONG SUK	TOKYO TERIYAKI 3111 JUDSON ST GIG HARBOR WA 98335 1221	085327	BEER/WINE REST - BEER/WINE
5 GIG HARBOR PHARMACY, INC.	JUDSON STREET CAFE 3114 JUDSON ST GIG HARBOR WA 98335 1222	085495	BEER/WINE REST - BEER/WINE OFF PREMISES

RECEIVED
FEB - 9 2006
BY:



TO: MAYOR HUNTER AND CITY COUNCILMEMBERS
FROM: MARK HOPPEN, CITY ADMINISTRATOR
SUBJECT: SECOND READING OF ORDINANCE – ACCEPTING DONATION OF A SALMON SCULPTURE
DATE: FEBRUARY 27, 2006

INFORMATION/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 at this 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.**

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: 2/27/06
PUBLISHED: 3/8/06
EFFECTIVE DATE: 3/13/06

**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 ___th day of February, 2006.

MOLLY TOWSLEE, CITY CLERK

Ethan A Golf
Brenda S. Chevalier-Golf
708 135th 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

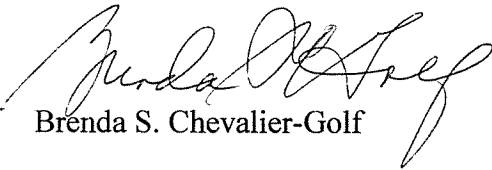
Re: Donation of "Salmon Advent" Fish Sculpture and Accompanying Artwork

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: SECOND READING OF AN ORDINANCE ADDING MUSEUMS TO THE LIST OF STRUCTURES ELIGIBLE FOR A PERFORMANCE-BASED HEIGHT EXCEPTION (CHAPTER 17.67 GHMC)
DATE: FEBRUARY 27, 2006

INFORMATION/BACKGROUND

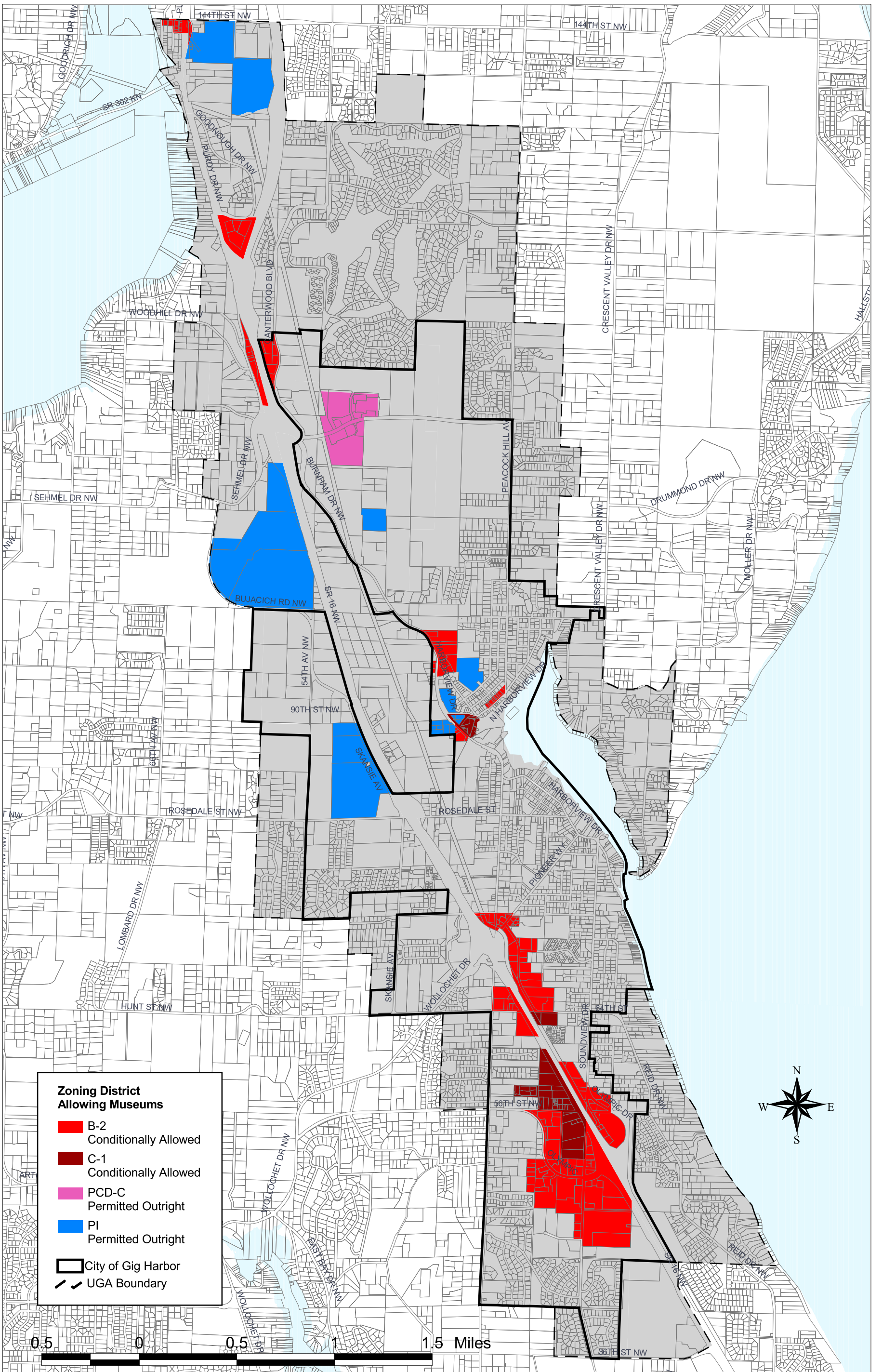
Attached for the Council's consideration is a draft ordinance adding museums to the list of structures eligible for a performance-based height exception (GHMC 17.67.020). In addition, the ordinance includes new criteria pertaining specifically to museums and requires consideration of view impacts on 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. Since the Planning Commission meeting, the City Attorney has suggested some minor modifications to the draft ordinance. These changes were reviewed at the Council's February 13th meeting and have been incorporated into the 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



Zoning Districts allowing Museums

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 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, 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.

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. 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 manual¹; 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.

¹ 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
SUBJECT: SECOND READING OF ORDINANCE-ANIMAL CONTROL
DATE: FEBRUARY 27, 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.

Since the first reading, Sections 6.040.050 through 6.040.090 have been added and are delineated in italics on pages 6 and 7. A new definition for kennel was also added on page 5 under 6.04.020 definitions.

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 DECLARE 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.

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 February 13, 2006 and February 27, 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.~~ *Means a commercial establishment in which domesticated animals are housed, groomed, bred, boarded, trained or sold.*
- (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 DOGS RUNNING AT LARGE – UNLAWFUL. *It is unlawful for the owner or handler of any dog to allow the dog to run at large. "To run at large" shall mean to run free of a leash, cage, or other physical restraint; provided that dogs shall not be deemed to be "at large" as long as the dog is: (a) on the property of the dog's owner; (b) on the property of the dog's handler; (c) or the dog is in an area specifically identified or set aside as "off-leash" for exercise or training.*

6.04.060 DOGS RUNNING AT LARGE – NUISANCE – IMPOUNDMENT. *Any dog straying or running at large shall be deemed to be a nuisance and may be immediately seized and impounded.*

6.04.070 REMOVING FECAL MATTER. *It is unlawful for the owner or handler of any animal to fail to remove fecal matter deposited by their animal on public property, public street, off-leash area or private property of another, before the owner or handler leaves the immediate area where the fecal matter was deposited.*

6.04.080 OFF-LEASH OR SET-ASIDE AREAS. *The prohibition set forth in GHMC Sections 6.04.050 and 6.04.060 shall not extend to areas set-aside or designated by the City as “off-leash” areas where animals can be off-leash for exercise or training.*

6.04.090 VIOLATION – PENALTY. *Violation of any portion of this chapter 6.04 GHMC is a civil infraction and subject to a penalty of \$100.00 as provided in GHMC Section 1.16.010(D), together with any costs incurred by the City or the Animal Control Authority in impounding or confining the dog or animal.*

6.04.100 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 for 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 GHMC Section 6.12.030 relating to Dangerous Animals;

(5) When the animal is found in violation of GHMC 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 27th day of February, 2006.

CITY OF GIG HARBOR

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

By: _____
MOLLY TOWSLEE, CITY CLERK

APPROVED AS TO FORM:

By: _____
CAROL A. MORRIS, CITY ATTORNEY

FIRST READING: 2/13/06
DATE PASSED: 2/27/06
DATE OF PUBLICATION: 3/1/06
EFFECTIVE DATE: 3/6/06

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

On February 27, 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, 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 DECLARE 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.

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

APPROVED by the City Council at their regular meeting on February 27, 2006.

BY: _____
MOLLY M. TOWSLEE, CITY CLERK

EUTHANASIA & SERVICE FEES

KHS EUTHANASIA FEES

Only charge Service Fee if animal is left at KHS

Weight	PTS	Service Fee	Total
Small (rodents etc)			10.00
0 – 20	25.00	15.00	40.00
21 – 50	40.00	20.00	60.00
51 – 75	50.00	40.00	90.00
76 – 100	55.00	45.00	100.00
101 & Over	70.00	50.00	120.00

PRIVATE CREMATION FEES

Only charge PTS fees for cremation services if KHS euthanized

Weight	PTS	Cremation Fee	Total Charge
0 – 10	25.00	119.00	144.00
11 – 50	40.00	135.00	175.00
51 – 100	50.00	165.00	207.00
101 -150	70.00	200.00	265.00
151 – 200	70.00	240.00	272.00
201 – 300	70.00	280.00	315.00
Over 300	1.10 per lb		

GROUP CREMATIONS FEES

Only charge PTS fees for cremation services if KHS euthanized

Weight	PTS	Cremation Fee	Total
0 – 30	25.00	60.00	45.00
31 – 50	40.00	75.00	70.00
51 – 100	50.00	90.00	90.00
101 – 300	70.00	140.00	120.00
Over 300	50 cents per lb		

Prices as of 12/12/05



ADMINISTRATION

TO: CITY COUNCIL
FROM: MAYOR CHUCK HUNTER
SUBJECT: COUNCIL COMMITTEES
DATE: FEBRUARY 27, 2006

INFORMATION/BACKGROUND

Below are the results of the Councilmembers' selection for the 2006 Council Committees.

	Finance & Safety	Operations & Public Projects	Planning & Building	Inter-Govt'l Affairs	Candidate Review
Conan	3	2	1	5	4
Dick	3	2	1	4	5
Ekberg	5	1	4	3	2
Franich	4	2	1	5	3
Kadzik	4	2	1	5	3
Payne	5	1	4	3	2
Young	5	3	2	1	4

I would like to recommend the following committee assignments:

Finance & Safety: Dick, Conan, Franich

Operations & Public Projects: Ekberg, Payne, Franich

Planning & Building: Conan, Dick, Kadzik

Inter-governmental Affairs: Young, Payne, Ekberg

Board / Commission Candidate Review: Ekberg, Payne, Kadzik

Special Ad Hoc Committee to continue work on the Critical Areas Ordinance: Dick, Franich, Payne and Young.

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

RECOMMENDATION:

A motion accepting these appointments for the Council Committees for 2006.



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: KRISTIN MOERLER, ASSOCIATE PLANNER
LITA DAWN STANTON, HISTORIC REGISTRY COORDINATOR
SUBJECT: RESOLUTION HISTORIC REGISTRY LISTING - EDDON BOATYARD
DATE: FEBRUARY 27, 2006

INFORMATION/BACKGROUND

The City received a Historic Registry Nomination for the Eddon Boatyard on November 17, 2005. This nomination was submitted by John McMillan and Guy Hoppen, and sponsored by Design Review Board Member, Lita Dawn Stanton. On January 9, 2006, City Council authorized the Eddon Boatyard nomination and it was forwarded to the Design Review Board for consideration. On January 26, 2006, the Design Review Board reviewed the Historic Registry Nomination package for Eddon Boatyard. Background information and the Board's findings follow.

1. Site Background

Eddon Boatyard (aka Glein-Hoppen building) is highly significant both historically and architecturally as an extremely rare and well-preserved example of a mid-twentieth century industrial building associated with Gig Harbor's long tradition of boat building. It holds exceptional significance due to its association with Ed Hoppen, the second owner of the building, who built the original Thunderbird (T-bird) sailboat in the subject building which has had considerable impact on the local pleasure boat industry.

Characteristics of the Site

As with most family operated boatyards of a type found in Puget Sound and the northwest region during the last century, Eddon Boatyard has two marine railways, a large shop for boat construction, several smaller indoor shop areas, a loft and a dock. Built of wood, the height of the structure was built to accept large boats, including some masts and rigs, while on a railway carriage. The structure is made up of several different rectangular spaces and heights built together with varying rooflines from low pitch to high pitch to shed, and exists largely in its original condition and configuration. It is for that reason that the Koler Report identifies this site as a candidate for the National Historic Registry.

History of the Site

The site has been used as a boatyard since 1920's when Conrad Anderson's Boatyard occupied the property. The importance of the City's maritime history is evidenced in the inclusion of a goal in the Comprehensive Plan to preserve the commercial fishing fleet as a significant cultural and economic resource and retain important fleet supporting services, see Section 9.2.1 of the Gig Harbor Comprehensive Plan. The site is locally important to the historic patterns of development as a contributing element of the City's working waterfront.

The site was the birthplace of the 26-foot Thunderbird sailboat class (1958). Ed Hoppen co-designed the first Thunderbird and many of the eras noted local boat designers had their designs constructed at this facility. Thunderbird sailing vessels have a worldwide following and have made a significant impact on the sailing community.

Surrounding Characteristics

The waterfront site is adjacent to an undeveloped lot (northwest of the boat building); the brick Glein-Hoppen residence lies to the south and the upper portion of the structure is bordered by Harborview Drive, a waterfront street overlooking Gig Harbor Bay. Please note that the current nomination is limited to the boat building and associated structures, but does not include the brick residence adjacent to the site.

2. Procedures for the Design Review Board

The Board reviewed the Eddon Boatyard nomination package as outlined in Chapter 17.97 GHMC procedures of the code based on submitted materials including a written description, color photographs, Pierce County Assessor's map, site/interior plan views and nomination form. Resource materials from the Gig Harbor Peninsula Historical Society and a HABS Level I report from Koler & Associates Cultural Resources Consulting, dated April 16, 2004, were also included in the application package.

3. Design Review Board Recommendation

The Design Review Board shall consider the merits of the nomination, according to the criteria in subsection A of Section 17.97.040 of the GHMC. Comments from the proponent and other comments from the public were considered at a public meeting. A majority of Design Review Board members supported staff's findings that the application meets four of the eleven categories of eligibility criteria (listed below) as established by the Secretary of the Interiors Standards and Guidelines.

- Is associated with events that made a significant contribution to the broad patterns of national, state or local history.
- Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction.
- Exemplifies or reflects special elements of the City's cultural, special, economic, political, aesthetic, engineering or architectural history.
- Is associated with the lives of persons significant in national, state or local history.

RECOMMENDATION

The Design Review Board recommends that the Mayor and City Council approve Eddon Boatyard for listing on the Gig Harbor Registry of Historic Places.

RESOLUTION NO. _____

**A RESOLUTION OF THE CITY OF GIG HARBOR, WASHINGTON,
RELATING TO HISTORIC PRESERVATION, DESIGNATING THE
EDDON BOAT BUILDING SITE FOR INCLUSION IN THE CITY'S
REGISTER OF HISTORIC PLACES, IMPOSING CONTROLS
UPON THE EDDON BOAT BUILDING SITE, UNDER CHAPTER
17.97 OF THE GIG HARBOR MUNICIPAL CODE.**

WHEREAS, the City of Gig Harbor is the owner of record of the parcel located at the bottom of Stinson Avenue at Harborview Drive in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 0221053074; and

WHEREAS, on January 9, 2006, City Council requested that the property be added to the City's Registry of Historic Places; and

WHEREAS the Historic Preservation Code, Chapter 17.97 of the Gig Harbor Municipal Code, establishes a procedure for the designation and preservation of structures and areas having historical, cultural, architectural, archaeological engineering or geographic importance; and

WHEREAS, pursuant to GHMC Section 17.97.040(B)(3), the Design Review Board of the City, after public meetings on January 26 2006, voted to recommend approval of the nomination of the property described below as a historic landmark, has transmitted its decision to the City Council for consideration, and has recommended that the same be approved by the City Council; and

WHEREAS it appears that the property is an outstanding example of the City's cultural, artistic, social, architectural, and historic heritage; and

WHEREAS such designation would safeguard the heritage of the City as represented by those buildings which reflect significant elements of the city's history to foster civic and neighborhood pride in the beauty and accomplishments of the past; provide a sense of identity based on the city's history; stabilize and improve the aesthetic and economic viability of the site; enhance the City's attraction of tourists and visitors; and promote the use of the historic buildings for education and cultural stimulation; and

WHEREAS, based upon said findings, the City Council believes that it would be in the best interest of the City to so designate the property described below as a historic landmark and place it on the Gig Harbor Register of Historic Places;

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GIG HARBOR:

Section 1. Designation. Pursuant to the provisions of Chapter 17.97 of the Gig Harbor Municipal Code, the Council of the City of Gig Harbor hereby approves the designation of the following property as a historic landmark and places said property on the Gig Harbor Register of Historic Places:

EDDON BOAT BUILDING

The real property located at the base of Stinson Avenue at Harborview Drive, at 3805 Harborview Drive, Gig Harbor, Washington 98335, Assessor Parcel Number 0221053074 which includes the boat building, dock and marine ways, and as shown on attached Exhibit "A", Eddon Boatyard Site Map,

and legally described as:

Section 05 Township 21 Range 02 Quarter 33 : COM AT MC AT NW COR LOT 7 TH S 41 DEG 03 MIN # 75.21 FT ALG MLTH 526 DEG 03 MIN E 200 FT TO TRUE POB TH CONT S 26 DEG 03 MIN E 125.5 FT TH S 19 DEG 49 MIN W 79 FT TH S 50 DEG 55 MIN N 162.65 FT TO HWY TH NLY ALG ELY LI HWY TO PT S 54 DEG 48 MIN W FROM POB TH N 54 DEG 48 MIN E 145 FT TO POB TOG/w TDLDS ABUTT.

Situate in the County of Pierce, State of Washington;

based upon satisfaction of the following standards of GHMC 17.97.040, the property:

1. Is associated with events that have made a significant contribution to the broad patterns of national, state or local history;
2. Embodies the distinctive architectural characteristics of a type, period, style, or method of design or construction, or represents a significant and distinguishable entity whose components may lack individual distinction;
4. Exemplifies or reflects special elements of the city's cultural, special, economic, political, aesthetic, engineering, or architectural history;
5. Is associated with the lives of persons significant in national, state or local history.

Section 2. Historic Registry (HR). The Community Development Director is hereby instructed to effectuate the necessary changes to the Zoning Map of the City in accordance with the zoning established by this section. See Exhibit "B", Gig Harbor HR Designations Zoning Map.

Section 3. Controls. A Certificate of Appropriateness must be obtained from the Design Review Board pursuant to GHMC Section 17.97.050, before the owners may make alterations or changes to the exterior of the principle structure or physical interior functions of the boat building, marine ways and dock.

RESOLUTION 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:

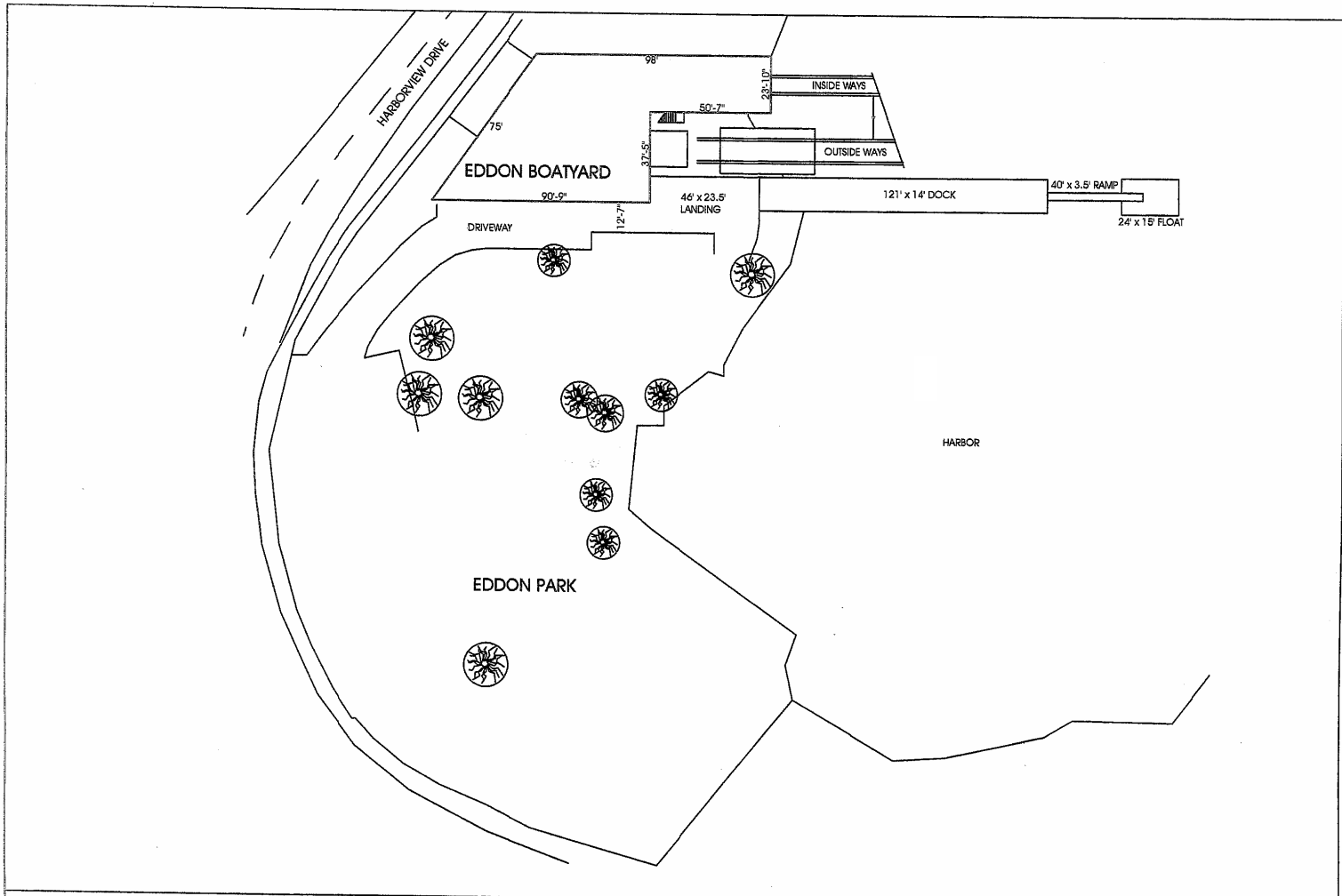
By: _____
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY

By: _____
CAROL A. MORRIS

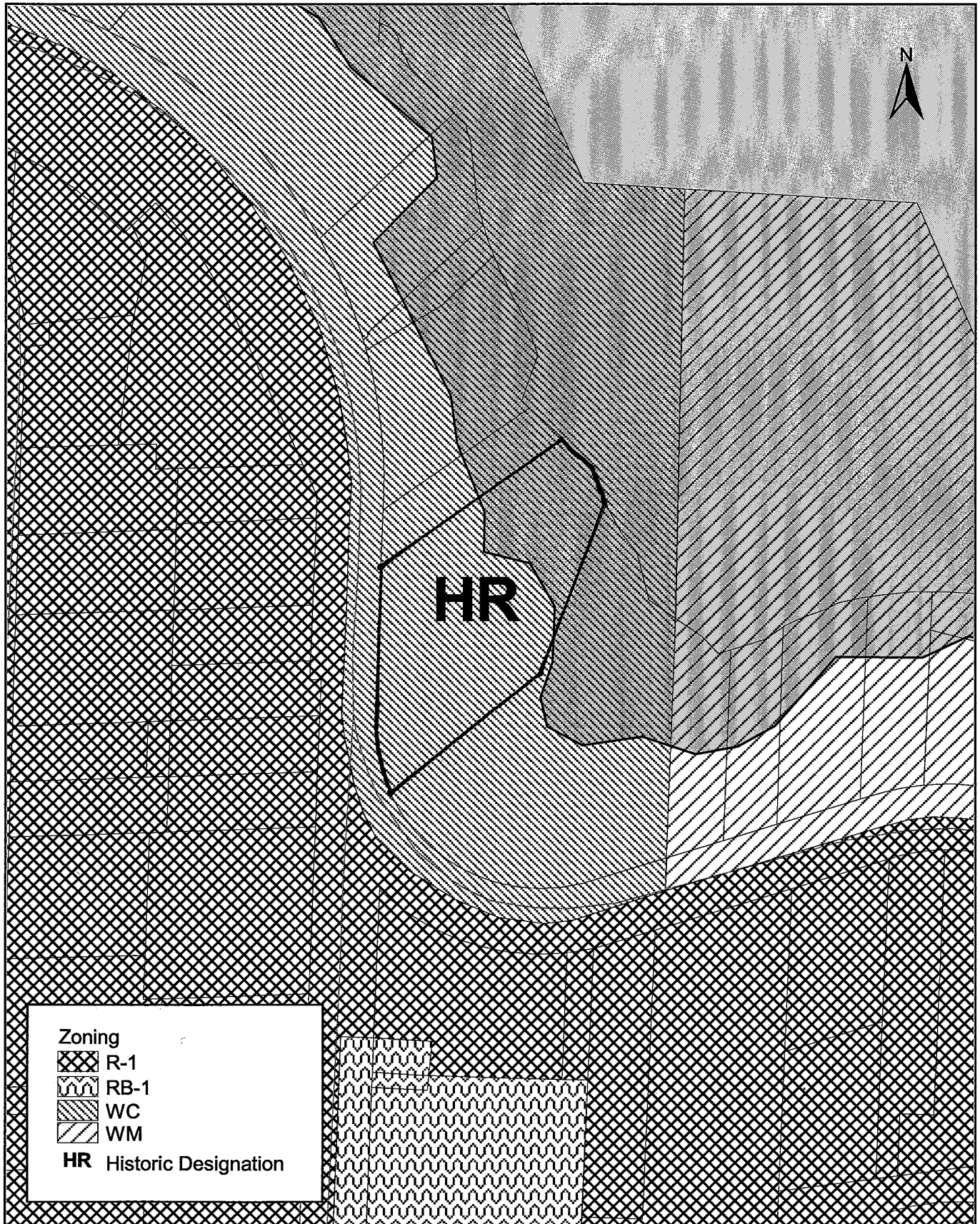
FILED WITH THE CITY CLERK: _____
PASSED BY THE CITY COUNCIL: _____
PUBLISHED: _____
EFFECTIVE DATE: _____
RESOLUTION NO: _____

EXHIBIT A – Eddon Boatyard Nomination Site Map



EDDON BOATYARD & PARK	SITE PLAN VIEW	
	SCALE: NTS	DRAWN BY JHM
	DATE: 01-22-05	REVISED:

EXHIBIT B - Gig Harbor Historic Designations (HR) Zoning Map





"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: DICK J. BOWER, CBO, BUILDING OFFICIAL/FIRE MARSHAL
SUBJECT: FIRST READING OF ORDINANCE - AMENDMENT TO BUILDING CODE ADVISORY BOARD MEMBERSHIP REQUIREMENTS
DATE: FEBRUARY 27, 2006

INFORMATION/BACKGROUND

GHMC 15.02 establishes the City's Building Code Advisory Board (BCAB). The BCAB serves as the board of appeals for decisions of the Building Official/Fire Marshal as well as a technical advisory body for amendments to the City's building construction and fire safety codes. At the present time, Chapter 15.02 specifies that at least two members of the BCAB must be City residents, with the remainder coming from the Gig Harbor "community".

Mayor Hunter's recent election created a vacancy on the BCAB. Based on the current requirements, said replacement must be a contractor and a City resident. Staff placed the required advertisements and announcements recruiting a replacement and received no qualified responses indicating there are no available City residents willing to serve in this position.

Because the BCAB is a technical advisory body charged with interpretation of the building codes adopted by the State and City and does not involve the interpretation or application of codes which are unique to the Gig Harbor area it is staff's opinion that a residency requirement unnecessarily limits the pool of possible applicants. Therefore, staff proposes to amend GHMC 15.02 to eliminate the residency requirement.

POLICY CONSIDERATIONS

This amendment will enlarge the pool from which the City can draw possible members of the BCAB by eliminating the residency requirement. This will create a situation in which a City advisory board may, potentially, have no City residents.

FISCAL CONSIDERATIONS

No fiscal impact is anticipated from this amendment.

RECOMMENDATION

Staff recommends adoption of this amendment at the second reading.

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO THE BUILDING CODE ADVISORY BOARD, DELETING THE IN-CITY RESIDENCY REQUIREMENT FOR MEMBERSHIP ON THE BOARD; AMENDING SECTION 15.02.010 OF THE GIG HARBOR MUNICIPAL CODE.

WHEREAS, the establishment and authority of the building code advisory board is set forth in chapter 15.02 GHMC; and

WHEREAS, Section 15.02.010(B) requires that at least two members be City residents; and

WHEREAS, the building code advisory board is a technical body, and the exercise of its authority, in large part, does not involve the interpretation or application of codes which are unique to the Gig Harbor area; and

WHEREAS, the number of technically proficient Gig Harbor residents willing and able to serve on the building code advisory board is limited.

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

Section 1. Section 15.02.010 of the Gig Harbor Municipal Code is hereby amended to read as follows:

15.02.010 Building Code Advisory Board established – membership.

A. The building code advisory board, consisting of six members who are qualified by experience and training to pass upon matters of building construction and who are not employees of the City, is established.

B. The board shall be comprised of two state-licensed contractors, two architects, and two engineers, all of whom must be residents or employed in of the Gig Harbor community, but not necessarily Gig Harbor residents. ~~at least two of whom are city residents.~~

C. The building code advisory board shall be appointed by the mayor and approved by the city council and shall hold office for a four-year term. The terms shall not run concurrently, and the first selected board member's terms shall run for two, three, and four years, respectively. The mayor may remove any board member at his/her pleasure and discretion.

D. All board member's terms shall expire on March 31st and all successive terms shall commence on April 1st.

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

CITY OF GIG HARBOR

Charles L. Hunter, Mayor

ATTEST/AUTHENTICATED:

Molly Towslee, City Clerk

APPROVED AS TO FORM:
Office of the City Attorney

Carol A. Morris, City Attorney

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



COMMUNITY DEVELOPMENT DEPARTMENT

TO: MAYOR HUNTER AND CITY COUNCIL
FROM: RENEE CRIST, CHAIRPERSON, CITY OF GIG HARBOR ARTS COMMISSION
SUBJECT: RECOMMENDATION FOR 2006 ARTS GRANT
DATE: FEBRUARY 27, 2005

INFORMATION/BACKGROUND

A budgeted objective for 2006 authorized to continue the Arts Commission Project Support Program to provide funding to arts and cultural organizations that provide events for the benefit of city residents. The program will also fund arts projects that involve City residents, civic organizations and/or libraries.

The response to the 2006 Grant Program from community organizations and individuals was very positive. It demonstrates the desire for continued program support where arts and cultural events bring the community together.

Twelve grant applications were submitted and reviewed by the City of Gig Harbor Arts Commission (GHAC) on February 14, 2006. The applications were evaluated according to the criteria set forth in the 2006 Grant Guidelines. Eight applications were selected and recommended for funding. The results are as follows:

- \$4000 **Third Thursday Winter Concert Series** – Gig Harbor Folk Festival
Performer Fees, Marketing, Development and Equipment Rental
- \$2950 **Entertainment at the Gig Harbor Farmers Market** – Gig Harbor Farmers Market
Musicians, Performer Fees, Costume & Set Designs, Equipment Rentals
- \$2125 **GHPSO Inaugural Season** - Gig Harbor Peninsula Symphony Orchestra
Marketing, Development and Professional Fees
- \$2000 **American Made II** – Gig Harbor Peninsula Civic Orchestra
Music and Equipment
- \$2000 **Gig Harbor Quilt Festival** – Gig Harbor Quilt Festival
Marketing and Development
- \$1800 **Peninsula Art League Juried Art Exhibition 2006** – Peninsula Art League
Marketing, Development and Professional Fees
- \$1500 **Art Walk Brochure / Waterfront Shopping Guide** – GH Waterfront Retail & Restaurant Association
Marketing, Development and Professional Fees
- \$1200 **Midway School Exhibit** – GH Peninsula Historical Society
Exhibit Design Consultant Fees

FISCAL CONSIDERATION: Eight applications are recommended for funding, for a total amount of \$17,575.00 and are within the \$25,000.00 allocated for this program as noted in the Parks and Recreation Fund, Objective No. 9.

RECOMMENDATION:

The GHAC recommends that Council authorize the attached agreements to award the 2006 Gig Harbor Grant Funds.