

# **Gig Harbor City Council Meeting**

**August 14, 2006  
7:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
August 14, 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 the City Council Meeting of July 24, 2006.
2. Liquor License Renewals: Hy lu Hee Hee Restaurant.
3. Liquor License Withdrawal: Brix 25°.
4. Surplus Property – Resolution 683.
5. Olympic Drive/56<sup>th</sup> Street Roadway Improvement Project – Easement Agreements.
6. Water Comprehensive Plan Update Phase 1 and Developing a New Groundwater Supply Source (Well 7) – Contract Authorization.
7. Wastewater Comprehensive Plan Population Update – Contract Amendment No. 2.
8. Payment of Bills for August 14, 2006.  
Checks # 51064 through #51249 in the amount of \$620,583.55.
9. Payment of Payroll for the month of July:  
Checks #4325 through #4364 and direct deposit entries in the amount of \$302,411.05.

**OLD BUSINESS:**

1. Harbor Hill (OPG Properties) Water Tank - Quit Claim Deed.

**NEW BUSINESS:**

1. Peninsula Gig Harbor Historical Society Presentation.
2. Public Hearing – Resolution Accepting the McCormick Ridge LLC Annexation Petition (ANX 04-04).
3. Proposed Annexation – Shafer (ANX 06-1302).
4. Contract for Hospital Project Management.

**STAFF REPORT:**

1. Jennifer Sitts, Senior Planner – Planning Commission Work Program.
2. GHPD July Stats.

**PUBLIC COMMENT:**

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

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations and Public Projects Committee: August 17<sup>th</sup>, 3:00 p.m., Engineering/Operations Conference Room.
2. Gig Harbor North Traffic Options Committee: August 23<sup>rd</sup>, 9:00 a.m., Civic Center Community Rooms.

**ADJOURN:**

## **GIG HARBOR CITY COUNCIL MEETING OF JULY 24, 2006**

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

**CALL TO ORDER:** 7:03 p.m.

**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 the City Council Meeting of July 10, 2006.
2. Correspondence: Letter from the Gig Harbor Peninsula Historical Society.
3. Resolution No. 681 – Surplus Property.
4. 2006 Summer Sounds at Skansie – Contract.
5. Authorizing of New Street Names – Dwelling Company Subdivision.
6. Digital Orthophotography Subscription Agreement with Pierce County.
7. Eddon Boatyard Property Remediation Clean-up Action Plan – Amended Consultant Services Contract.
8. Harbor Hill Water Tank Bill of Sale, Waterline Easement Agreement and Powerline Easement.
9. Ratification of Resolution No. 679 Authorizing the Construction Agreement with FHS.
10. Liquor License Assumption: Olympic Drive Mart Inc.
11. Liquor License Renewal: Gig Harbor Yacht Club.
12. Payment of Bills for July 24, 2006.  
Checks #50901 through #51063 in the amount of \$473,290.00.

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

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Ordering the Formation of a Hospital Benefit Zone. David Rodenbach, Finance Director, described the changes to the ordinance since the first reading. He introduced Cynthia Weed, Bond Counsel from Preston Gates and Ellis, to answer any questions.

Councilmember Dick asked for clarification on the rate of state participation. Mr. Rodenbach explained that \$60,000,000 is the total amount that the state can participate in any hospital benefit zone. If this goes through, the city will be locking up the state's participation under the House Bill for thirty years. He clarified that this is the only hospital benefit zone of which he is aware.

Councilmember Dick then asked about cooperating with Pierce County to include additional property in the zone. Mark Hoppen, City Administrator, explained that there

would no difference in expense, only in the revenue generating capacity. He added that we are cooperating with the County, but the reason that this is being passed tonight is to lock up the capacity with the state by October. There will be another ordinance that amends the boundary to include the UGA and possibly more. He added that Terry Lee, County Councilmember, has shared that Pat Kenney, Pierce County Finance Director, understands the ramifications of this ordinance and that the county is supportive of a joint effort.

Mayor Hunter opened the public hearing on this ordinance at 7:10 p.m.

Laurie Nichols – 8223 Silverbow Road, Lakebay, Washington. Ms. Nichols, Senior Vice President Franciscan Health Systems, said that she is here to lend strong support to the establishment of a hospital benefit zone. She explained that this comes from the passage of Senate Bill 2670 and allows up to two million per year of incremental sales tax generated from this area to be used to fix infrastructure problems without raising sales taxes for the residents of this area. She stressed that none of the sales tax goes to St. Anthony's Hospital, but it was labeled a "hospital benefit zone" due to the future traffic problems in Gig Harbor North. She thanked Representatives Kilmer and Lantz, Senator Bob Oke, the Gig Harbor Chamber of Commerce, Pierce County, Olympic Property Group, and the residents of this area for this funding plan. She said that the city must submit this ordinance by August 1<sup>st</sup> in order to take advantage of the opportunity and encourage Council to take this important step towards funding long-term improvements to the Gig Harbor North area.

Derek Kilmer – 7617 40<sup>th</sup> St. Ct. NW. Representative Kilmer gave a brief history of this hospital benefit zone idea. He explained that this is not a new idea and 45 other states use this tool. Growth can pay for growth without adding new taxes but by designating new tax revenues to pay for infrastructure improvements. This bill has the potential outflow from the state of \$60,000,000 over the next thirty years. Representative Kilmer said that he hopes that Council will move forward with this.

Joyce Taylor – 156 Raft Island. Ms. Taylor, Chair of the Gig Harbor Chamber of Commerce Public Policy Subcommittee, and two-time past-president. She explained that the Chamber is on record strongly supporting the Franciscan Project and the TIP Legislation that includes the hospital benefit zone. She added that transportation solutions are high on their five year strategic goal plan and they look forward to resolving transportation issues.

Terry Lee – Pierce County Councilmember. Councilmember Lee spoke in favor of the ordinance, saying that he brings to the table the support of Unincorporated Pierce County. He said that the benefit district boundaries are likely to be amended and that he has tentative approval to work cooperatively with the city. He stressed that Pierce County understand the role that residents of the unincorporated county plays in road congestion, and agrees that they should be part of the solution; whether this be the use of the good faith and credit of Pierce County with regards to bonding strength or whether it is working with the city to expand the benefit district and how that might play

into the ability to successfully sell bonds for transportation improvements. He pledged his support to the city and said that he looks forward to the city's support in passing the ordinance.

Councilmember Young thanked Councilmember Lee and asked him to convince the other County Councilmembers to support this effort.

William Palmer – 2112 Point Fosdick Drive. Mr. Palmer offered his support for the hospital benefit district. He said that for years he has thought that there needed to be creative ways to finance improvements rather than impact fees. He said that as a land-use planning consultant, he is opposed to those fees. He recommended that the ordinance be adopted, adding that he expects the boundaries to expand.

There were no further comments and the Mayor closed the public hearing at 7:20 p.m.

**MOTION:** Move to adopt Ordinance No. 1052 with the proposed changes as read by David Rodenbach, Finance Director.  
Young / Kadzik –

Councilmember Franich said that although it is very nice to be receiving a portion of the state's sales tax, he sees this as a shell game. He said that if the city could get the proper funding from the state in a timely manner, these types of mechanisms would not be necessary. He said that the potential peril will come in the future when projects are chosen to use this mechanism for funding. He said we will have to trust the future officials and leaders to carefully look for pitfalls. He voiced concern over fluctuating revenues and the effect that this may have on the city's bond rating. He said he was also concerned with the pressure to zone more property as commercial to take advantage of this mechanism. He asked for clarification of language in the house bill summary that discusses new taxes.

Cynthia Weed, Bond Counsel, explained that her firm assisted in preparation of this ordinance. She also said that they did not draft the legislation; however, they have worked with it in conjunction with the Department of Revenue on it. The reason that the tax is referred to as a "new and incremental tax" is so that they can separate out the sales tax that is authorized by the city to be returned as a credit. The net tax will be the same.

Councilmember Young further explained that this funding mechanism was copied from ones used in other states. He said that it is described as a new tax because they didn't want a bond company to hold them liable in case of a default. They want it clear that the state is not pledging any faith or credit nor are they giving money from the general fund. He agreed that it is confusing. Councilmember Franich commented that a better word to have used is "replacement" rather than "new."

Ms. Weed stressed that it is not a new tax but a realignment of where the dollars come from and where they are going to. It does not enact any new taxes.

Councilmember Dick asked Ms. Weed if the city was pledging our credit and if there are any risks. Ms. Weed responded that this is a pilot project, and the state wanted to make it clear that they are not liable to pay the debt service. If the bonds are issued by the City of Gig Harbor, the expectation is that the bonds will be paid solely from the proceeds from these excise taxes. She compared it to a public facilities district used to construct convention centers or performing art centers.

Councilmember Young added that the bond company may ask the city or county to pledge its credit in the future, but the legislation specifically states that this is a revenue bond and doesn't include the local jurisdiction's credit as part of the indebtedness. Ms. Weed added that it is not anticipated, but what happens is the amount that you are allowed to borrow is less than what is needed to accomplish the improvements, and so other jurisdictions have asked for more money using their guarantee.

Councilmember Dick asked if there is any history from the other states that have used this type of financing mechanism. Ms. Weed said that this varies from state to state and in a strong economy they work out well. Councilmember Franich commented that there have been disasters in Ohio.

**RESTATED MOTION:** Move to adopt Ordinance No. 1052 with the proposed changes as read by David Rodenbach, Finance Director.  
Young / Kadzik – unanimously approved.

The Mayor thanked Representative Kilmer for his effort everyone who had worked on this effort. Councilmember Dick thanked Councilmember Terry Lee for stepping forward with the county's support.

2. Second Reading of Ordinance – Revisions to Chapter 12.18 – Right of Way Use for Telecommunications and Cable Television Service. Mark Hoppen, City Administrator, presented this second reading on an ordinance that controls the granting of franchises and master use permits. When a telecommunication vendor wants to provide services and use the city rights of way, they must have a business license, a franchise and a master use permit. If the telecommunications utility is going to pass transmission lines through town without providing service, they would only require a master use permit.

Councilmember Franich commented that he trusts that staff did a good job of reviewing this information due to the complicated federal regulations and oversight.

**MOTION:** Move to adopt Ordinance No. 1053 – Amending Chapter 12.18 for Right of Way Use for Telecommunications and Cable Television Service.  
Franich / Conan – unanimously approved.

3. Second Reading of Ordinance – Accepting Proposed Franchise Agreement with Comcast. Mark Hoppen presented this ordinance that accepts a Franchise Agreement with Comcast for a five-year period.

**MOTION:** Move to adopt Ordinance No. 1054 – Accepting the proposed Franchise Agreement with Comcast.  
Young / Franich – unanimously approved.

**NEW BUSINESS:**

1. Burnham / Borgen / SR-16 Corridor Improvement Project – Consultant Services Contract. Mayor Hunter explained that the adopted the Comp Plan Amendment for transportation issues requires design work and construction on the interchange for the interim and long-range fix. He said that this contract is to hire a consultant to develop a RFQ to hire a project manager to oversee this work.

Councilmembers asked for clarification on why the RFQ could not be developed in-house.

Emily Appleton, Associate Engineer, explained that due to the current workload and the deadline to get the preliminary design finished, it is necessary to hire someone to assist in the development the RFQ. The consultant will also advertise the RFQ and find interested parties to respond. She said that it takes significant man hours in order to develop a RFQ of this technical nature. She added that the funding for this comes from the escrow account deposited by Franciscan Health Systems and becomes part of the preliminary design.

**MOTION:** Move to authorize this consultant services contract with Inspectus, Inc. for the amount not to exceed Three Thousand Four Hundred Thirty-Seven Dollars and Zero Cents (\$3,437.00).  
Kadzik / Conan – five voted in favor. Councilmember Franich voted no.

2. Recreation Program Interlocal. Mark Hoppen explained that from 2002-2005, the city participated in the Peninsula Recreation Program with other jurisdictions. When PenMet Parks District was formed, the County was no longer a primary provider on the peninsula, and so we lost the impetus for the program. This interlocal agreement reestablishes a reasonable relationship with PenMet Parks District so that we can continue recreational programming.

Councilmember Dick asked for clarification for how much additional that this will cost. Mark responded that it would be \$5,000 over the \$20,000 per year that the city has given in the past. Councilmember Dick then voiced concern that Pierce County no longer contributes to a parks program on the peninsula. Mark explained that from the County's point of view, the money that they utilize to foster the program out here was absorbed by PenMet Parks. The revenue base that drove their participation was no longer available and they terminated the interlocal, leaving the city to figure out another way to provide similar services.

Councilmember Young commented that Zoo Trek tax dollars that used to be used out here now goes to the Metro Park District. Councilmember Dick said that before the Zoo Trek dollars came about, there were other funds that Pierce County spent on parks. The idea that the County has decided to no longer participate in funding parks out here is short-sighted and inappropriate.

Mr. Hoppen explained that previously, the county participated at a ratio of 4:1 over the city's portion. Because this interlocal results in the same level of programming for only an additional \$5000 per year, it is a positive move.

Councilmember Franich said that the formation of the PenMet Parks District should have taken care of the funding. Mark explained that PenMet Parks doesn't provide services to the city; only the rural district. This creates a collaborative effort that helps provide information and makes activities available to the city residents and also provides a mechanism to develop further activities. The city doesn't offer recreational programming to its citizens. This will allow us to obtain professional services without the formation of our own parks district.

Councilmember Franich said that \$25,000 is a lot of money. He said that PenMet Parks is going to become another bureaucracy and sooner or later it is going to cost us more money.

Councilmember Young pointed out that it doesn't cost us anything, because Gig Harbor isn't part of the district. He stressed that the citizens are the ones who vote the bond. He added that although he is disappointed that it is slightly higher than what we paid out before, it is still a bargain. He asked if this amount had been budgeted. Mark responded that it had been anticipated and was in the budget.

Councilmember Dick said that he is favorable of parks programs and this is a good deal as it is less than hiring the FTEs to run such a professional program. He said that his angst is not the interlocal with PenMet Parks, but the feeling that Pierce County needs to also participate.

**MOTION:** Move to approve the attached Resolution No. 682 authorizing the Recreation Program Interlocal with PenMet Parks.  
Dick / Conan - five voted in favor. Councilmember Franich voted no.

3. Harbor Hill Water Tank Quit Claim Deed. Emily Appleton explained that as part of the completion of the Harbor Hill Development, Olympic Property Group constructed a water tank. This Quit Claim Deed conveys the parcel that the tank sits on to the city. OPG would like Council to consider the possible use of the water tank to install communications facilities on or around that water tank. Ms. Appleton said that Carol Morris, City Attorney, has recommended that this not be allowed due to safety concerns and the lack of control of personnel who may have access to the area.



Councilmember Young explained that he has conversed with representatives of OPG in regards to this agenda item, and they would like additional time to do further research. He added that he also has concerns with the issue of gifting of public funds that needs further consideration. He made the following motion.

**MOTION:** Move to table this agenda item until the next meeting.  
Young / Dick – unanimously approved.

**STAFF REPORT:**

David Rodenbach, Finance Director – Quarterly Finance Report. Mr. Rodenbach offered to answer questions regarding the report.

**PUBLIC COMMENT;** No one signed up to speak.

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

Councilmember Franich commented that he likes the work that has been done on the Wollochet Interchange. He said that the repairs are long overdue and will save a lot of money on front-end repairs. He asked if the grade would be repaired when the light is installed. Mr. Hoppen responded that the grade will not change substantially. Later on, the grade will change consequent to regarding the whole access to the highway.

Mayor’s Report - Eddon Boat Yard Restoration Project. Mayor Hunter gave a brief overview of the information included in the packet regarding the Eddon Boat Yard Restoration. He added that tomorrow an eleven person panel will be recommending funding levels for the projects and suggested that anyone who is interested could attend.

Mayor Hunter then announced that the presentation by the Historical Society has been postponed until the meeting of August 14<sup>th</sup>. He asked the Operations Committee to meet and discuss this issue with the Historical Society before the meeting of August 14<sup>th</sup>.

**ANNOUNCEMENT OF OTHER MEETINGS;** None announced.

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

**MOTION:** Move to go into Executive Session at 8:04 p.m. for the purpose of discussing potential litigation for approximately 30 minutes.  
Franich / Kadzik – unanimously approved.

**MOTION:** Move to return to regular session at 8:28 p.m.  
Payne / Conan – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 8:28 p.m.  
Franich / Young – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1- 29

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Charles L. Hunter, Mayor

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Molly M. Towslee, City Clerk

C091080-2

WASHINGTON STATE LIQUOR CONTROL BOARD

DATE: 8/03/06

LICENSED ESTABLISHMENTS IN INCORPORATED AREAS CITY OF GIG HARBOR  
(BY ZIP CODE) FOR EXPIRATION DATE OF 20061130

LICENSEE	BUSINESS NAME AND ADDRESS	LICENSE NUMBER	PRIVILEGES
1 ISEMAN, INC.	HY-IU-HEE-HEE 4309 BURKHAM DR GIG HARBOR WA 98335 0000	367497	SPIRITS/BR/WN REST LOUNGE -



STATE OF WASHINGTON

WASHINGTON STATE LIQUOR CONTROL BOARD

3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

**Notice to Local Authorities  
Regarding Procedure for Objecting to Liquor License Renewal**

The attached list of liquor-licensed premises in your jurisdiction will expire in approximately 90 days. The procedure for objecting to a license renewal is as follows:

- Fax or mail a letter detailing the reason(s) for your objection. **This letter must be received at least 30 days before the liquor license expires.**
- When your objection is received, our licensing staff will prepare a report for review by the Board. This report will include your letter of objection, a report from the Liquor Control Agent who covers the licensed premises, and a record of any past liquor violations. The board will then decide to either renew the liquor license, or to proceed with non-renewal.
- If the Board decides not to renew a license, we will notify the licensee in writing, stating the reason for this decision. The non-renewal of a liquor license may be contested under the provision of the Administrative Procedure Act (as provided by RCW 66.08.150 and RCW 35.05). Accordingly, the licensee may request a hearing before an administrative law judge. If a hearing is requested, you will be notified and required to present evidence at the hearing to support your recommendation. The Administrative Law Judge will consider the evidence, and issue an Initial Order for the Board's review. The Board has final authority to renew the liquor license, and will subsequently enter a Final Order announcing its decision.
- If the Board decides to renew the license over your objection, you may also request a hearing, following the aforementioned procedure.
- You or the licensee may appeal the Final Order of the Board to the superior court for judicial review (under RCW 34.05).
- During the hearing and any subsequent appeal process, the licensee is issued a temporary operating permit for the liquor license until a final decision is made.

Please call (360) 664-1600 if you have any questions on this process. Thank you.

Sincerely,

Lorraine Lee, Director  
Licensing and Regulation

Attachment

LIQ 869-50-2/06





**RECEIVED**  
JUL 24 2006  
BY:

STATE OF WASHINGTON  
**WASHINGTON STATE LIQUOR CONTROL BOARD**  
3000 Pacific Ave SE • PO Box 43075 • Olympia WA 98504-3075 • (360) 664-1600

**July 20, 2006**

**HARBOR BRIX 25 INC  
C/O NICK REYNOLDS  
15110 94TH AVE NW  
GIG HARBOR WA 98329-1132**

**RE: BRIX 25 RESTAURANT  
7707 PIONEER WAY  
GIG HARBOR WA 98335-1132  
License No. 074950- 1U  
UBI# 602 591 526 001 0001**

Type of Liquor Application: **IN LIEU**

Privilege applied for: **BEER/WINE REST-BEER/WINE W/TAPROOM**

Reason for Refund: **WITHDRAWN**

Fee submitted to Liquor Control Board.....	\$ 1,600.00
Fee Required for Liquor License.....	\$
Liquor License Application Processing Fee.....	\$ 75.00
Amount of Refund Due.....	\$ 1,525.00

**cc: File  
Molly Towslee, City Clerk  
Bremerton Enforcement  
Retail Services**





"THE MARITIME CITY"

ADMINISTRATION

**TO: MAYOR HUNTER AND CITY COUNCIL MEMBERS**  
**FROM: KAY J. TRUITT**  
**INFORMATION SYSTEMS MANAGER**  
**SUBJECT: RESOLUTION NO. 683 SURPLUS PROPERTY**  
**DATE: AUGUST 14, 2006**

#### **INTRODUCTION/BACKGROUND**

In the process of reviewing current equipment inventories, several additional items have been determined to be obsolete or surplus to the City's present or future needs. The items proposed for declaration as surplus are set forth in the attached resolution.

#### **FISCAL CONSIDERATIONS**

If monies are received for the surplus items, it will be used to offset the costs for new equipment.

#### **RECOMMENDATION**

I recommend that Council move and approve the attached resolution declaring the specified equipment surplus and eligible for sale.

**RESOLUTION NO. 683**

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DECLARING CITY EQUIPMENT SURPLUS AND ELIGIBLE  
FOR SALE.**

**WHEREAS**, the Gig Harbor City Council has determined that city-owned equipment is surplus to the City's equipment needs and has been or is in need of being replaced with new equipment; and

**WHEREAS**, the City may declare such equipment surplus and eligible for sale;

**NOW, THEREFORE**, the City Council of the City of Gig Harbor hereby resolves as follows.

To declare as surplus:

	<b>EQUIPMENT</b>	<b>TAG #</b>	<b>SERIAL/ID NUMBER</b>	<b>MODEL INFO.</b>
1	HP Scanner	00964	TW8C811551GW	Scanjet 4200C
2	Brother laser printer	01167	060066E4J960444	HL-1440
3	Panasonic Fax machine	01159	4DCFD085074	KX-L511
4	Digital Camera	01248	8924000053	Canon Powershot SD200
5	Gateway CRT Monitor	-	V0E086335	VX900
6	Gateway CRT Monitor	-	17004A953314	EV700-069EV
7	Shredder	-	LS106810	Shredmaster Guardian
8	Gateway PC	00870	002200398	E4400
9	Gateway PC	00780	0022191572	E4600
10	Gateway Server	-	0017609234	ALR-7200

PASSED ON THIS \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

APPROVED:

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

ATTEST/AUTHENTICATED:


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

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



"THE MARITIME CITY"

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**   
**SUBJ: OLYMPIC DRIVE AND 56<sup>TH</sup> STREET ROADWAY IMPROVEMENT PROJECT (CSP-0133) – TEMPORARY CONSTRUCTION AND SLOPE EASEMENTS AND PERMANENT RIGHT-OF-WAY EASEMENT AGREEMENTS**  
**DATE: AUGUST 14, 2006**

**INTRODUCTION/BACKGROUND**

As part of the ongoing process for the City's Olympic Drive and 56<sup>th</sup> Street Roadway Improvement Project (CSP-0133), agreements for a Permanent Right-of-Way and Temporary Slope and Construction Easement are required from Parcel No. 0221172041, owned by Steven and Michelle Davis and commonly know as Peninsula Naturopathic Clinic located at 5603-38<sup>th</sup> Ave. NW, Gig Harbor.

In order for the City to have access and the ability to construct this project, the subject easement agreements have been granted by the owners for these purposes. The easement agreements shall commence on the date of execution of the agreements. The temporary easement agreements shall terminate on the date the roadway improvements are accepted by the City Council (see attached exhibits).

The City's standard easement agreements have been drafted and approved by City Attorney Carol Morris.

City Council approval of the easement agreements are requested.

**FISCAL CONSIDERATIONS**

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

**RECOMMENDATION**

I recommend that City Council approve these easement agreements as presented.



**AGREEMENT FOR DEDICATION OF TEMPORARY  
CONSTRUCTION AND SLOPE EASEMENTS  
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between CITY OF GIG HARBOR, a Washington municipal corporation, (hereinafter the "City"), and STEVEN W. DAVIS AND MICHELE A. GAGNON-DAVIS, husband and wife (hereinafter the "Owners"), whose mailing address is 8007 BAYRIDGE AVE., GIG HARBOR, WA 98332.

**RECITALS**

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the PENINSULA NATUROPATHIC CLINIC, located at 5603 - 38<sup>TH</sup> AVE. NW, GIG HARBOR, WA (Tax Parcel Number 0221172041) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate Temporary Slope and Construction Easements, which easements are legally described in **Exhibit B** (the "Temporary Slope Easement" and "Temporary Construction Easement") which is attached hereto and by this reference incorporated herein, to the City for construction purposes associated with the OLYMPIC DRIVE AND 56<sup>TH</sup> STREET Roadway Improvement Project (CSP-0133); and

WHEREAS, the City requires a Temporary Slope Easement to tie into the roadway any improvements requiring a permanent slope, and the City requires the Temporary Construction Easement over the Property in order to tie the private driveway on the Property into the City's permanent Roadway (the Olympic Drive and 56<sup>th</sup> Street Roadway Project) so that the Property Owners will have access to the Roadway. In exchange for the Owners' dedication of the Temporary Slope and Construction Easements, the Owners will obtain the benefits associated with construction of the OLYMPIC DRIVE AND 56<sup>TH</sup> STREET Roadway Improvement Project (CSP -0133); and

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

**TERMS**

Section 1. Grant of Temporary Slope and Construction Easements to the City.

A. **Grant.**

1. TEMPORARY SLOPE AND CONSTRUCTION EASEMENTS.

The Owners hereby grant nonexclusive Temporary Slope and Construction Easements for the City to tie into the permanent Roadway any improvements requiring a permanent slope, and where the City requires the Temporary Construction Easement over the Property in order to tie the private driveway adjoining the Property into the City's permanent Roadway for the construction of the OLYMPIC DRIVE AND 56<sup>TH</sup> STREET Roadway Improvement Project (CSP-0133) across, along, in, upon, under and over the Owners' property as the easement is described in **Exhibit B** and as depicted in a map attached hereto and incorporated herein as **Exhibit C** for the Temporary Slope Easement, and **Exhibit C-2** for the Temporary Construction Easement.

The City shall, upon completion of any work within the Property covered by these Easements, restore the surface of the Easements and any private improvements disturbed or destroyed by the City during execution of the work, as nearly as practicable, to the conditions described in the roadway improvement project's plans and specifications. These Temporary Slope and Construction Easements shall commence on the date of the City Council award of the Construction Project, and shall terminate on the date the roadway improvements are accepted by the City Council.

B. **Conditions.** The Temporary Slope and Construction Easements described above are subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the permanent slope improvements and to the tie in from the permanent Roadways improvements. This shall include the City relocating the Sign, if necessary, as agreed by Owners. The City will remove the two fir trees on 38<sup>th</sup> Ave. NW closest to 56<sup>th</sup> St. NW, and at the direction of the City Engineer, plant Rock Roses in said 10' Slope Easement along the entire property frontage along 56<sup>th</sup> Street NW. The City will pay for all landscaping costs associated with the planting of the Rock Roses. The fir tree removal does not include the tree stumps. The tree stumps will remain and will be the property owners' responsibility to remove and dispose of should they elect to do so. The property owner shall be responsible for the maintenance of the Rock Roses.

2. The Owners shall not use any portion of the areas within the temporary easement for any purpose inconsistent with the City's construction of the Roadway, during the term of this Agreement. The Owners shall not construct any structures or plant any landscaping on or over the temporary easement during the term of this Agreement.

3. The City shall have all necessary access to the Temporary Slope and Construction Easements without prior notification to the Owners.

Section 2. The rights granted herein to the City shall continue in force until such time as the City Council accepts the roadway improvements for public ownership and maintenance.

Section 3. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 4. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Agreement, which contains the entire understanding of the parties on the subject.

Section 5. Any invalidity, in whole or in part, of any provision of this Agreement shall not affect the validity of any other provision.

Section 6. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

OWNERS

By:

  
Steven W. Davis

By:

MICHELE A. GAGNON-DAVIS  
Michele A. Gagnon-Davis

ACCEPTANCE:

CITY OF GIG HARBOR

By:

\_\_\_\_\_  
Mayor

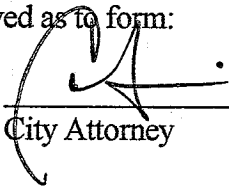
Attest:

By:

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

Approved as to form:

By:

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

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 was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

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

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

\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,

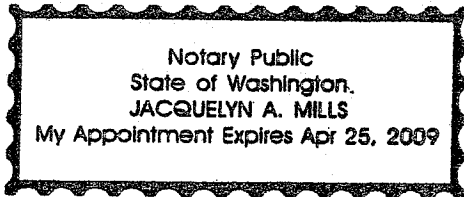
residing at: \_\_\_\_\_

My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Steven W. Davis and Michele A. Gagnon-Davis are the persons who appeared before me, and said persons acknowledged that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: August 3, 2006



Jacquelyn A. Mills  
(Signature)

JACQUELYN A MILLS  
NOTARY PUBLIC, State of Washington,

residing at: Thurston County

My appointment expires: April 25, 2009

## **EXHIBIT A**

### **PROPERTY LEGAL DESCRIPTION**

THE WEST 200 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 180 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY WASHINGTON.

EXCEPT THE SOUTH 30 FEET FOR COUNTY ROAD;

ALSO EXCEPT FROM SAID WEST 200 FEET, THE WEST 30 FEET FOR BURTON NORTHERN ROAD;

ALSO EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY FOR ADDITIONAL RIGHT OF WAY FOR 38<sup>TH</sup> AVENUE NORTHWEST AND 56<sup>TH</sup> STREET NORTHWEST BY DEEDS RECORDED UNDER AUDITOR'S NUMBER 9311080726 AND 9402080234.

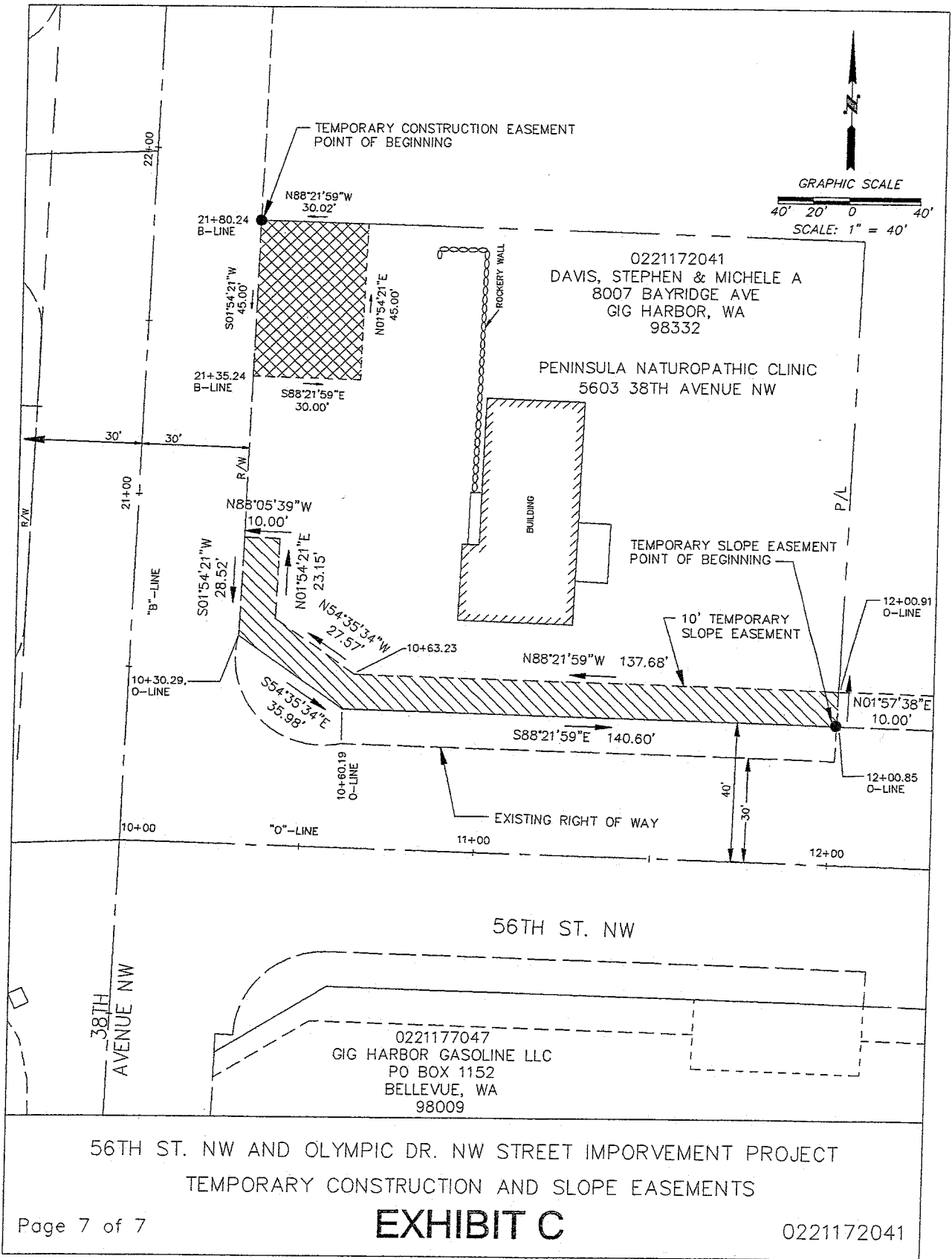
## **EXHIBIT B**

### **TEMPORARY SLOPE EASEMENT DESCRIPTION**

A PORTION OF PARCEL NO. 0221172041 WHOSE SOUTHEAST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING", THENCE N01°57'38"E A DISTANCE OF 10.00', THENCE N88°21'59"W A DISTANCE OF 137.68', THENCE N54°35'34"W A DISTANCE OF 27.57', THENCE N01°54'21"E A DISTANCE OF 23.15', THENCE N88°05'39"W A DISTANCE OF 10.00', THENCE S01°54'21"W A DISTANCE OF 28.52', THENCE S54°35'34"E A DISTANCE OF 35.98', THENCE S88°21'59"E A DISTANCE OF 140.60' RETURNING TO THE "TEMPORARY SLOPE EASEMENT POINT OF BEGINNING".

### **TEMPORARY CONSTRUCTION EASEMENT DESCRIPTION**

A PORTION OF PARCEL NO. 0221172041 WHOSE NORTHWEST PROPERTY CORNER ALONG 38TH AVENUE NW BEING THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING", THENCE S01°54'21"W A DISTANCE OF 45.00', THENCE S88°21'59"E A DISTANCE OF 30.00', THENCE N01°54'21"E A DISTANCE OF 45.00', THENCE N88°21'59"W A DISTANCE OF 30.02' RETURNING TO THE "TEMPORARY CONSTRUCTION EASEMENT POINT OF BEGINNING".



56TH ST. NW AND OLYMPIC DR. NW STREET IMPORVEMENT PROJECT  
 TEMPORARY CONSTRUCTION AND SLOPE EASEMENTS

**EXHIBIT C**

AFTER RECORDING RETURN TO:

The City of Gig Harbor  
Attn: City Clerk  
3510 Grandview St.  
Gig Harbor, WA 98335

**WASHINGTON STATE COUNTY AUDITOR/RECORDER'S INDEXING FORM**

**Document Title(s) (or transactions contained therein):**

Agreement for Dedication of Permanent Right-of-Way Easement

**Grantors (Last name first, then first name and initials)**

Davis, Steven W. and Michele A. Gagnon-Davis

**Grantee (Last name first, then first name and initials)**

City of Gig Harbor

**Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)**

The Southwest Quarter of the Northwest Quarter of Section 17, Township 21 North, Range 2 East of W.M.

**Assessor's Property Tax Parcel or Account Number:** 0221172041

**Reference Number(s) of Documents assigned or released:** \_\_\_\_\_



**AGREEMENT FOR DEDICATION OF PERMANENT RIGHT OF WAY EASEMENT  
TO THE CITY OF GIG HARBOR**

THIS AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2006, by and between the City of Gig Harbor (hereinafter the "City"), and STEVEN W. DAVIS AND MICHELE A. GAGNON-DAVIS, husband and wife, (hereinafter the "Owners"), whose mailing address is 8007 BAYRIDGE AVE., GIG HARBOR, WA 98332.

**RECITALS**

WHEREAS, the Owners are holders of a fee or substantial beneficial interest in the real property commonly known as the PENINSULA NATUROPATHIC CLINIC, located at 5603 38<sup>TH</sup> AVE. NW GIG HARBOR, WA, (Tax Parcel Number 0221172041) which is legally described in **Exhibit "A"**, (hereinafter the "Property") which is attached hereto and by this reference incorporated herein; and

WHEREAS, the Owners have agreed to dedicate certain right-of-way on, over, under and across the Property, which right-of-way is legally described in **Exhibit "B"** (the "PERMANENT RIGHT OF WAY EASEMENT") which is attached hereto and by this reference incorporated herein, to the City for a roadway and related improvements; and

WHEREAS, a map showing the location of the Permanent Right-of-Way Easement is attached hereto as **Exhibit "C"** and by this reference incorporated herein; and

WHEREAS, in exchange for the Owners' dedication of the Right-of-Way, the Owners will obtain the benefits of the operation of the OLYMPIC DRIVE AND 56<sup>TH</sup> STREET Roadway Improvement Project (CSP -0133); and

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

**TERMS**

Section 1. Grant of Right-of-Way to the City.

A. Grant of Permanent Right of Way Easement. The Owners hereby convey and grant to the City, its successors and assigns, a nonexclusive Permanent Right-of-Way Easement over, in, along, across, under and upon the North ten (10) feet and corner radius of the Owners' property as the easement is legally described in **Exhibit "B"** and as depicted in a map attached hereto and incorporated herein as **Exhibit "C"**.

The Grant of the Permanent Right-of-Way Easement shall also dedicate to the City, the nonexclusive right of ingress to and egress from the Right-of-Way Easement over the Owners' property, and for the reconstruction, operation, repair and maintenance of same. This Permanent Right-of-Way Easement shall commence on the date of execution of this Agreement.

B. **Conditions.** This Permanent Right-of-Way Easement is subject to and conditioned upon the following terms and covenants, which all parties agree to faithfully perform:

1. The City shall bear all costs and expenses associated with the construction, improvement, maintenance, repair and operation of the roadway improvements.

2. The Owners shall not retain the right to use the surface or the area beneath the easement, and shall not use any portion of the right-of-way for any purpose inconsistent with use of the property as a public roadway. The Owners shall not construct any structures or plant any landscaping on or over the easement.

3. The City shall have all necessary access to the easement without prior notification to the Owners.

Section 2. The perpetual rights granted herein to the City shall continue in force until such time as the City, its successors or assigns, shall permanently abandon the same, and upon such removal or abandonment, all rights hereby granted shall terminate.

Section 3. This Agreement shall be recorded in the office of the Pierce County Auditor and shall run with the Properties. The burdens and benefits of the easements granted under this Agreement shall extend to, be binding upon and inure to the benefit of the parties hereto and their respective heirs, devisees, legal representatives, successors assigns and beneficiaries.

Section 4. This Agreement shall be construed in accordance with the laws of the State of Washington, and jurisdiction of any litigation arising out of this Agreement shall be in Pierce County Superior Court. The prevailing party in any litigation brought to enforce the terms of this Agreement shall be entitled to its reasonable attorney's fees and costs.

Section 5. Other than the documents attached to this Agreement as exhibits, there are no other verbal or written agreements that modify this Easement Agreement, which contains the entire understanding of the parties on the subject.


Section 6. Any invalidity, in whole or in part, of any provision of this agreement shall not affect the validity of any other provision.

Section 7. No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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

**ACCEPTANCE:**

OWNERS

By:   
Steven W. Davis

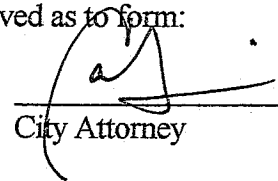
CITY OF GIG HARBOR

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

By: MICHELE A GAGNON-DAVIS  
Michele A. Gagnon-Davis

Attest:  
By: \_\_\_\_\_  
City Clerk

Approved as to form:

By:   
City Attorney

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 was authorized to execute the instrument and acknowledged it as the Mayor of the City of Gig Harbor for the uses and purposes mentioned in this instrument.

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

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

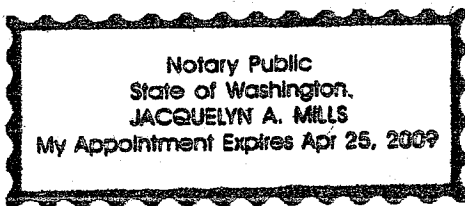
\_\_\_\_\_  
NOTARY PUBLIC, State of Washington,  
residing at: \_\_\_\_\_  
My appointment expires: \_\_\_\_\_

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

I certify that I know or have satisfactory evidence that Steven W. Davis and Michele A. Gagnon-Davis are the persons who appeared before me, and said persons acknowledged that they are authorized to execute the instrument and acknowledged it to be their free and voluntary act and deed for the uses and purposes mentioned in this instrument.

DATED: August 3, 2006

Jacquelyn A. Mills  
(Signature)



JACQUELYN A MILLS  
NOTARY PUBLIC, State of Washington,  
residing at: Thurston County  
My appointment expires: April 25, 2009

## EXHIBIT A

### PROPERTY LEGAL DESCRIPTION

THE WEST 200 FEET OF THE FOLLOWING DESCRIBED PROPERTY:

THE SOUTH 180 FEET OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE W.M., IN PIERCE COUNTY WASHINGTON.

EXCEPT THE SOUTH 30 FEET FOR COUNTY ROAD;

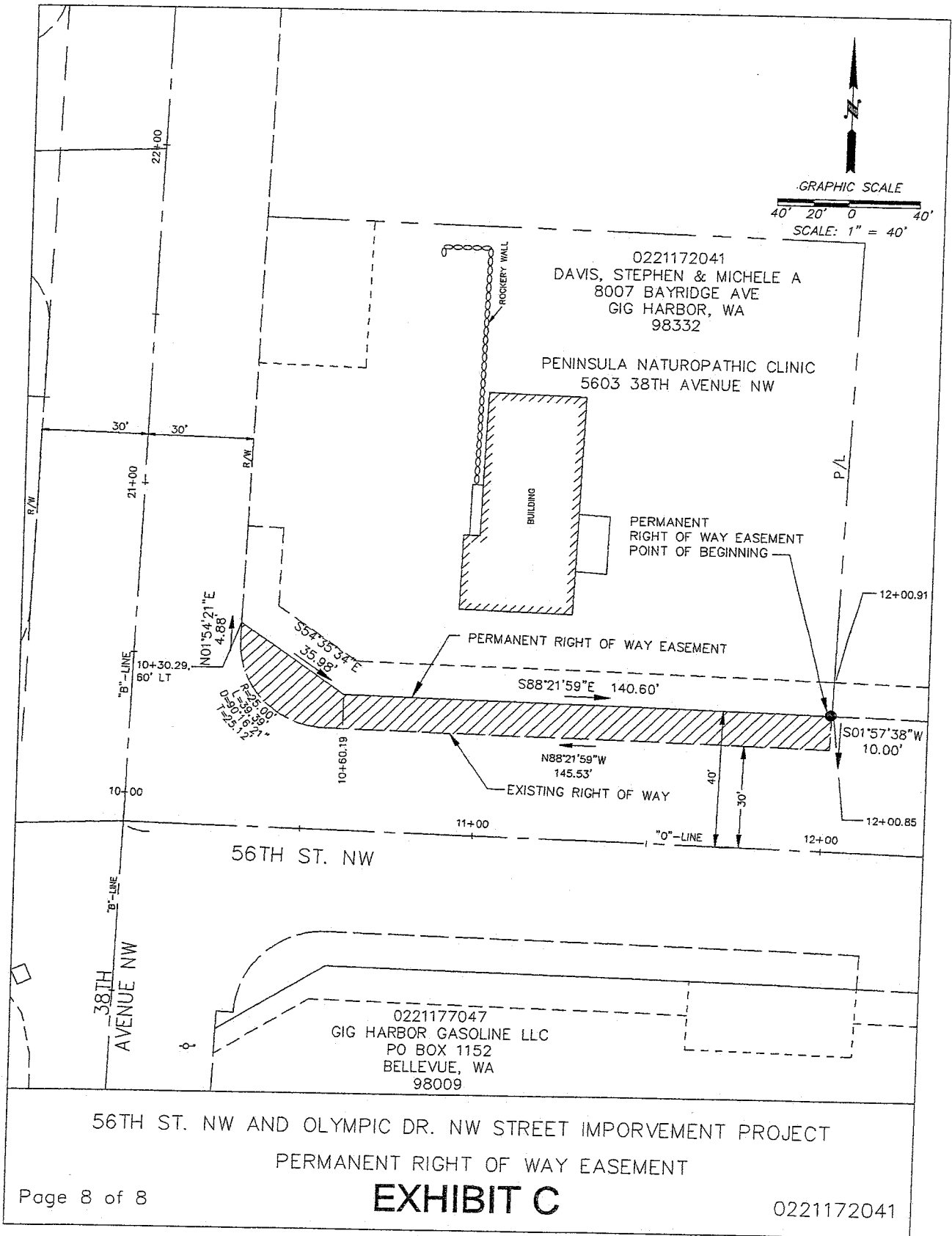
ALSO EXCEPT FROM SAID WEST 200 FEET, THE WEST 30 FEET FOR BURTON NORTHERN ROAD;

ALSO EXCEPT THAT PORTION CONVEYED TO PIERCE COUNTY FOR ADDITIONAL RIGHT OF WAY FOR 38<sup>TH</sup> AVENUE NORTHWEST AND 56<sup>TH</sup> STREET NORTHWEST BY DEEDS RECORDED UNDER AUDITOR'S NUMBER 9311080726 AND 9402080234.

## **EXHIBIT B**


### **PERMANENT RIGHT OF WAY EASEMENT DESCRIPTION**

A PORTION OF PARCEL NO. 0221172041 THAT ABUTTS THE RIGHT OF WAY OF 56TH STREET NW AND THE INTERSECTION OF 38<sup>TH</sup> AVE NW AND DESIGNATED AS "PERMANENT RIGHT OF WAY EASEMENT", WHOSE SOUTH EAST PROPERTY CORNER ALONG 56TH STREET NW BEING THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING", THENCE S01°57'38"W A DISTANCE OF 10.00', THENCE N88°21'59"W A DISTANCE OF 145.53', THENCE ALONG A CURVE WHOSE RADIUS IS 25.00' AND WHOSE LENGTH IS 39.39' AND WHOSE ANGLE IS 90°16'21" AND WHOSE TANGENT IS 25.12', THENCE N01°54'21"E A DISTANCE OF 4.88', THENCE S54°35'34"E A DISTANCE OF 35.98', THENCE S88°21'59"E A DISTANCE OF 140.60' AND RETURNING TO THE "PERMANENT RIGHT OF WAY EASEMENT POINT OF BEGINNING".





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**   
**SUBJECT: WATER COMPREHENSIVE PLAN UPDATE PHASE 1 AND  
DEVELOPING A NEW GROUNDWATER SUPPLY SOURCE (WELL 7)  
- CONTRACT AUTHORIZATION**  
**DATE: AUGUST 14, 2006**

**INFORMATION/BACKGROUND**

A 2006 Water Operating Budget Objective provides funding for the beginning preparation of the City's Comprehensive Water System Plan and developing a new groundwater supply source.

Staff sent Requests for Proposals to three qualified consultants from our Small Works Roster in May 2006. We received Statements of Qualification (SOQ) for this project in June 2006. A total of three SOQs were received.

The members of the review panel (Steve Misiurak, Jeff Langhelm and Dave Brereton) met and conducted formal interviews of the prospective consultants. Based upon the results on the interview, the panel unanimously selected Roth Hill Engineering Partners, LLC as the most qualified to perform the task.

The City 2006 Budget also allowed for a preliminary design of a primary source well (Well 7) in the Water Operating Fund, Objective No. 1 for \$75,000.

The standard consultant services contract is being utilized for this project.

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2006 Budgeted allocation of \$50,000.00, Water Operating Fund, Objective No. 11 and \$75,000.00, Water Capital Assets, Objective No. 1.

**RECOMMENDATION**

I recommend that Council approve a consultant services contract with Roth Hill Engineering Partners, LLC for the update and Phase 1 preparation of the Water Comprehensive Plan and developing a new groundwater supply source (Well 7) in the amount not to exceed One Hundred Nineteen Thousand One Hundred Twelve Dollars and no cents (\$119,112.00).



**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
ROTH HILL ENGINEERING PARTNERS, LLC**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Roth Hill Engineering Partners, LLC, a limited liability company organized under the laws of the State of Washington, located and doing business at 2600 116<sup>th</sup> Avenue NE, Suite 100, Bellevue, Washington 98004, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in updating of the City's Comprehensive Water System Plan and for developing a new groundwater supply source (Well 7) 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 Services, dated August 4, 2006, including any addenda thereto as of the effective date of this agreement, all of which are attached hereto as **Exhibit A – Scope of Services**, and are incorporated by this reference as if fully set forth herein.

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

**TERMS**

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount based on time and materials, not to exceed One Hundred Nineteen Thousand One Hundred Twelve Dollars and zero cents (\$119,112.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B**, or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

### III. Relationship of Parties

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

### IV. Duration of Work

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

### V. Termination

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

B. Rights Upon Termination. In the event of termination, the City shall pay for all services satisfactorily performed by the Consultant to the effective date of termination, as described on a final invoice submitted to the City. Said amount shall not exceed the amount in Section II above. After termination, the City may take possession of all records

and data within the Consultant's possession pertaining to this Agreement, which records and data may be used by the City without restriction. Upon termination, the City may take over the work and prosecute the same to completion, by contract or otherwise. Except in the situation where the Consultant has been terminated for public convenience, the Consultant shall be liable to the City for any additional costs incurred by the City in the completion of the Scope of Work 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 an occurrence 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  
Lara Kammereck, P.E.  
Roth Hill Engineering Partners, LLC  
2600 116<sup>th</sup> Avenue NE, Suite 100  
Bellevue, Washington 98044  
(800) 835-0292

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

#### **XVII. Assignment**

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

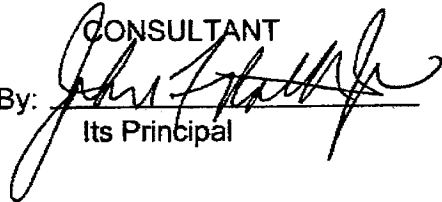
### **XVIII. Modification**

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

### **XIX. Entire Agreement**

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

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

CONSULTANT  
By:   
Its Principal

CITY OF GIG HARBOR

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

Notices to be sent to:  
Lara Kammereck, P.E.  
Roth Hill Engineering Partners, LLC  
2600 116<sup>th</sup> Avenue NE, Suite 100  
Bellevue, Washington 98004  
(800) 835-0292

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

APPROVED AS TO FORM:

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

ATTEST:

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



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

I certify that I know or have satisfactory evidence that \_\_\_\_\_ is the person who appeared before me, and said person acknowledged that (he/she) signed this instrument, on oath stated that (he/she) was authorized to execute the instrument and acknowledged it as the \_\_\_\_\_ of \_\_\_\_\_ 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: \_\_\_\_\_

**EXHIBIT A  
SCOPE OF SERVICES**

**CITY OF GIG HARBOR**

**Roth Hill Engineering Partners, LLC**

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**TASK A – 2007 WATER COMPREHENSIVE PLAN**

The scope of services for the Water Comprehensive Plan is separated into two phases. This scope consists of Phase 1 tasks only. A second scope of services will be developed that will cover Phase 2 tasks only for the 2007 effort.

Phase 1 Scope of Services for this task consist of the following:

**1. Chapter 1 – Description of Water System**

Chapter 1 will include basic information that will serve as a foundation for developing a comprehensive program that will meet current and future water system needs. Statutory authority is contained in Chapter 246-290-100 WAC, Chapter 246-293-250 WAC, and Chapter 246-295 WAC. Tasks involved to develop Chapter 1 include:

- Update the Ownership and Management, water facilities inventory and system background sections. City to provide new history information, number of service connections (existing and approved) and most recent WFI forms from DOH.
- Research and update neighboring/adjacent purveyors map with current boundaries.
- Research and map existing group A water systems within the City's water service area.
- Gather and summarize related comprehensive water plans from the neighboring purveyors and other related plans.
- Gather and summarize agreements with neighboring purveyors.
- Update existing descriptions of existing and future service areas, characteristics, and service area agreements utilizing other developed City Planning documents.
- Summarize existing water system facilities and components including water supply source, storage facilities, distribution facilities, pressure zones and interties.
- Prepare Figures such as Vicinity Map, Existing System in 11 x 17 and pdf formats.
- Chapter writing, formatting, and review.

**2. Chapter 2 – Policies, Criteria and Standards**

The objective of this Chapter is to summarize the policies, criteria and standards related to the administration, expansion, operation and maintenance of the system such as the services, areas, customer service, system reliability, fire protection, water system design, environmental stewardship, conservation and financial. Tasks involved to develop this Chapter include:

- Review existing City water related policies: specifically design and construction standards, service area policies, satellite management, duty to serve and conditions of service.
- Research other agency planning policies such as fire flow and land use that may impact policy development. Review consistency with other relevant planning documents.
- Summarize the fire protection standards in particular for residential and non-residential fire protection within the City.

- Prepare questions related to the existing City policies, criteria and standards. Meet with City staff in workshop to review the policies, criteria, and standards that are needed for development (one (1) meeting).
- Prepare policies, criteria, and standards and send to City for review.
- Incorporate City review comments on draft policies and then finalize policies, criteria, and standards for City approval.
- Chapter writing, formatting, and review.

### **3. Chapter 3 – Basic Planning, Data and Water Demand Forecasting**

The objective of this Chapter is to define basic planning data, future land use and future water demands, so that purveyors can adequately plan to accommodate their water needs. Statutory authority is included in RCW 90-03-290, RCW 90-54-020, RCW 70-116, Chapter 246-293 WAC and WAC 246-290-100. Chapter 3 will summarize the existing and future land use, zoning, employment, and population data. This chapter will also analyze the historical water consumption and project the water consumption for the City for the next 20 years. Tasks involved to develop this Chapter include:

- Use existing population and household forecasts through the end of the planning horizon (2026) within the water service area from the City's Demographic Forecast Allocation Model Plan to develop the future growth rates. Meet with City staff to discuss proposed input trigger events for the model to develop the future growth rates.
- City to provide historical water purchased and water sales data monthly per customer class in electronic form for the past 5 years in a summarized form. Review data and calculate the non-revenue water from the water purchased and sold. Analyze historical water use patterns including average (ADD) and maximum (MDD) day demands, in accordance with the Department of Health regulations and standards. Establish ERU value.
- Predict future water demands at intervals (6-year and 10-year) to the end of the planning horizon (20 year) in terms of MDG and total service connections (ERUs) within the water service area.
- Prepare Land Use and Zoning descriptions and map on 11 x 17 and pdf formats.
- Chapter writing, formatting, and review.

#### **4.a. Model Development**

This information will be used in Task 4b – System Analysis Chapter under Phase 2 of this Scope of Services. The purpose of this task is to update the current hydraulic model to perform the analysis in accordance with proposed policies and criteria to identify projected deficiencies as part of Phase 2. This task includes the following:

- Review the current hydraulic model that reflects water system improvements made by the City over the past few years.
- Calibration will be performed in this scope only as a check for any discrepancies. Calibrate the existing model with flow test data from the City. Roth Hill will provide the City areas where hydraulic data is needed and the City will perform flow tests and provide requested data to Roth Hill.
- Update existing and future demands in the existing hydraulic model, based on planning projections.
- Develop model scenario for the 2012, 2016, and 2026 planning periods for MDD and peak hour demand (PHD).

## 5. Chapter 6 – Water Rights, Supply Analysis, and Source Water Protection

This task will be led by Robinson, Noble, and Saltbush with assistance from Roth Hill as further described in **Attachment A**. The objective of this Chapter is to develop a program to protect, and if possible, improve, source waters used by public water systems. Source water protection for Group A systems is required under WAC 246-290-135, -668 and -690. Additional applicable state laws include RCW 90-03-005, -080, 383(3), and -400, RCW 43-20-230; RCW 43-70-310, RCW 43-24A-090(6), RCW 90-44-110, RCW 90-54-202(2)(6), -050, and -180, as well as WAC 246-290-100 and WAC 173-590. This Chapter will review the existing water supplies and provide an evaluation of the existing water rights and perform a water system reliability analysis. Additionally, this Chapter will summarize the existing source water protection plan, report any deficiencies, and update the plan in accordance with DOH regulations and guidelines. Tasks involved to develop this Chapter include:

- Summarize City supply sources and corresponding water rights.
- Review existing sources of supply for the entire City Service Area. Complete DOH's Water Right Assessment Form. Evaluate the adequacy of the existing water supply facilities and water rights for the future demand projections.
- Perform an analysis of the City's water source reliability and report any deficiencies.
- Review and summarize existing source water protection plan including any noted deficiencies.
- Review source water protection plan per DOH regulations and guidelines and develop recommendations
- Chapter writing, formatting, and review.

## 6. Project Management

- Project management includes production and implementation of the project plan, schedule, and budget. Assist the project team members in the implementation of the task items, reviewing the work-in-progress reports.
- Project coordination and communication with the City including; internal and external meetings, project file management, and status, budget, and schedule updates.
- Attend one (1) kick-off meeting with Department of Health.

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## TASK B - GIG HARBOR NORTH, WELL 7

The City of Gig Harbor (City) is seeking professional hydrogeological and engineering services in order to develop a new groundwater supply source (Well 7) for the City. The proposed services for the new supply will be phased over time, with the first phase including evaluation of the geologic conditions with respect to the proposed development site, review of the existing water demand and future demand projections, a water right analysis, and recommendations on a water rights strategy for the new production source(s). The site for Well 7 is proposed near the new Gig Harbor North Tank off Borgen Blvd. The primary focus of our investigation will be to identify the most appropriate means to secure a new water right, whether through a new application, a change to an existing right, or a transfer of a newly purchased existing right. Secondly, we will define the local geologic setting and make recommendations for the drilling of Well 7.

The future phases include assistance through the Department of Ecology (Ecology) permit process and well drilling upon regulatory approval. Other phases include preliminary

engineering and final well drilling/development/design and construction assistance. Upon the completion of each phase, the future phases will be scoped as recommended by the City.

The scope of services for this Task consists of the following (Robinson, Noble & Saltbush services are included as Attachment A:

#### **1. Project Meetings and Management**

Roth Hill will provide project management, including coordination with subconsultant Robinson, Noble and Saltbush. This includes the preparation of the scope of services, schedule, and budget. Roth Hill will manage tasks and staff, monitor progress against the projected schedule and estimated hours/costs, review Work-In-Progress accounting reports and administer invoicing to City monthly. Roth Hill will communicate with City staff regarding the evaluation progress, any issues of concern, project requirements, periodic reviews, and overall project schedule. Additionally, we will support the City during the site evaluation and investigation process. We are proposing two (2) internal project meetings, two (2) Project Team meetings with City staff, one (1) Team meeting with City Attorney and one (1) meeting with Ecology.

*Deliverable: Project Plan including Scope of Services, Project Schedule, Engineering Fee Worksheet, two (2) Team Meetings with Staff, one (1) Team meeting with City Attorney and one (1) meeting with Ecology.*

#### **2. Supply Analysis**

The Roth Hill team will review the current water supply production and compare to the City's existing water rights for opportunities to best maximize the City's groundwater supply. This data will be compared to the future demand projections developed as part of the City's Comprehensive Water System Plan Update to determine the future City water supply needs. The results of the supply analysis will best estimate the volume of supply needed and at what time. The findings will be presented at the Team Meeting along with the Groundwater Evaluation.

#### **3. Groundwater Evaluation**

The task will be completed by Robinson, Noble and Saltbush. The groundwater evaluation will include collection and evaluation of the City's and other neighboring groundwater users' well, geology, and groundwater data. They will review and analyze the data to provide recommendations (in coordination with the work under 4, below) to the City for the placement of the proposed production Well 7 at the existing tank site. Roth Hill will assist Robinson, Noble and Saltbush in the preparation of figures and exhibits. The findings will be presented at the Team Meeting. See attached Robinson, Noble and Saltbush Scope of Services, Attachment A, for details.

#### **4. Water Rights / Ecology Authorization**

Upon completion of the City's supply analysis and in coordination with the groundwater evaluation, the Roth Hill team will review the water rights records and purveyors within the basin. Our team will meet with the City's water right's attorney, along with appropriate City representatives, to develop a list of options to secure and acquire new water rights, providing our recommendations on the best approach. We will present our preliminary findings to the City in a meeting, with the opportunity to discuss strategies and to prioritize various options the City



might undertake. After the meeting, we will complete a project plan outlining future tasks and timing for the selected approach, as described in item 5, Technical Memorandum.

After a plan is developed and agreed upon, the next steps will involve a meeting with the Ecology, along with appropriate City representatives, to identify the regulatory conditions that will need to be met for the well construction project. The project team will assist the City's Water Rights attorney in preparing the application or transfer. However, since we cannot currently estimate the scale of the effort, any technical work or additional studies that may be required by Ecology as necessary to support the water rights request are not included in this scope.

*Deliverable: Draft Memorandum of Water Right options and Project Plan for Future Phases of the Well 7 development.*

## **5. Technical Memorandum**

Roth Hill will coordinate the efforts of the team to prepare a Technical Memorandum that details the Phase 1 effort. This memorandum will include summarizing the City's project goals, the future water supply analysis and existing water supply production, groundwater and hydrogeologic data prepared by Robinson, Noble & Saltbush (Attachment A), and the water right acquisition progress to-date along with the Team's conclusions on what will be necessary to complete the process.

The memorandum will also include recommendations for future phases, including the scope, budget, timeline and anticipated work plan. It is anticipated that the Technical Memorandum will be reviewed by the Project Team, then upon modification submitted as final.

*Deliverable: Draft Technical Memorandum (6 paper copies). Final Technical Memorandum (6 paper copies and 1 digital copy (cd)) summarizing the findings and results of the investigation and include recommendations and action plan.*

## **PROJECT ASSUMPTIONS**

It is assumed that The City will be able to provide documentation of the existing piping systems, property ownership and boundaries, groundwater well data, historical production and future water system demand forecasts.

## **OTHER SERVICES (NOT INCLUDED IN SCOPE)**

- Land or easement acquisition
- Legal services related to land or easement acquisition
- Community involvement services
- Technical analysis and additional studies that may be required by Ecology as necessary to support the water rights request
- Investigation or analysis of alternate potential drilling sites
- Preliminary design associated with the well facility
- Land surveying services
- Design and construction services

**ATTACHMENT A  
SUB-CONSULTANT SCOPE OF SERVICES**

**CITY OF GIG HARBOR**

**Robinson, Noble, and Saltbush, Inc.  
August 2006**

**TASK A – 2007 WATER COMPREHENSIVE PLAN**

The Scope of Services below are for the preparation of the City of Gig Harbor 2007 Water Comprehensive Plan between Roth Hill Engineering Partners and the City of Gig Harbor with assistance from Robinson, Noble, and Saltbush.

Robinson, Noble & Saltbush's scope of services for this task consists of the following:

**1. Water Rights, Supply Analysis, and Source Water Protection**

Robinson, Noble, and Saltbush will develop Chapter 6 – Water Rights, Supply Analysis, and Source Water Protection for the 2007 Water Comprehensive Plan with assistance from Roth Hill. The objective of this Chapter is to develop a program to protect, and if possible, improve, source waters used by public water systems.

We will review and summarize the City's supply sources and corresponding water rights for the entire City service area and complete DOH's Water Right Assessment Form. The Chapter also includes a summary of the existing source water protection plan. We will identify any deficiencies and update the plan in accordance with DOH regulations and guidelines. Lastly, we will review of future demand projections for the entire City service area and provide recommendations to address any long-term concerns in the City's water source reliability.

**2. Project Management**

Robinson, Noble & Saltbush will assist the project team members in the implementation of the task items as needed.

**ESTIMATED COST OF SERVICES**

Based on our understanding of the project, we estimate the cost of our services at \$6,350 to completed Items 1 and 2 as listed below. Expected ranges of cost are also shown below to assist the City in its planning efforts for the project.

<b>Expected Tasks:</b>	<b>RN&amp;S Estimated Cost</b>
1: Chapter 6 Development	\$5,700
2: Project Management	\$ 650
<b>TOTAL</b>	<b>\$6,350</b>

Robinson, Noble & Saltbush typically works on a time-and-expense basis according to the attached General Fee Schedule. As a cost-savings measure for our clients, each Robinson,





Noble & Saltbush employee charges their time on a project according to the level of expertise required for a given task. This allows us to make use of our more experienced staff without unduly impacting project costs, but also means that our clients only pay for the level of expertise applied.

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## **TASK B - GIG HARBOR NORTH, WELL 7**

The Scope of Services below are for developing a new groundwater supply source (Well 7) for the City of Gig Harbor between Roth Hill Engineering Partners and the City of Gig Harbor with assistance from Robinson, Noble, and Saltbush.

Robinson, Noble & Saltbush's scope of services for this task consists of the following:

### **1. Project Meetings**

Robinson, Noble & Saltbush will participate in project meetings at the direction of Roth Hill. For the purposes of this scope, we are assuming two (2) internal project meetings, two (2) Project Team meetings with City staff, one (1) Team meeting with City Attorney and one (1) meeting with Ecology.

### **2. Supply Analysis**

Robinson, Noble & Saltbush will review the City's existing water rights for opportunities to best maximize the City's groundwater supply. We will assist Roth Hill with the review of the results of the supply analysis to best estimate the volume of supply needed and at what time. The findings will be presented at the Team Meeting with the Groundwater Evaluation.

### **3. Groundwater Evaluation**

Robinson, Noble & Saltbush will define and evaluate the potential groundwater resources for the City. The groundwater evaluation will include collection and evaluation of the City's and other neighboring groundwater users' well, geology, and groundwater data. The data will be reviewed and analyzed to provide recommendations to the City for placement of a test well at the proposed site near the existing tank. Based on this evaluation and considering the limitations of the water rights situation (as developed in Item D, below), we will provide well drilling recommendations for test well drilling. Our evaluation will meet the following goals:

- Collection, review and evaluation of available existing geological and hydrogeological information to develop an understanding of the groundwater conditions near the well site.
- Definition and evaluation of: the location, thickness, extent, and hydraulic properties of any identified aquifer systems; groundwater supply potential; and groundwater quality
- Recommendations on expected well capacity of at the proposed well site.

Roth Hill will assist Robinson, Noble and Saltbush in the preparation of figures and exhibits. The findings will be presented at the Team Meeting.

#### **A. Data Collection and Review**

The data for our groundwater resource evaluation will primarily consist of the City's existing groundwater wells, previously published studies, publicly available subsurface data sets (well or borehole geologic logs), data or reports made available by the City, and local and regional information from our company archives. Copies of Water Well Reports submitted to

the Department of Ecology for wells on or near the well site will be collected from the Department's on-line database. These will be reviewed and cross-checked with a summary of water rights listed near the site (also maintained by Ecology). Additionally, we will collect and incorporate into our review any pertinent information from our project archives and company library. If, during this process, we identify any data gaps that are determined to be crucial to the hydrogeologic or water rights analyses, we will identify these and discuss with Roth Hill and the City. Any additional required analysis related to the Groundwater Evaluation, is not included as this time.

#### **B. Data Analysis and Interpretation**

The key to any successful groundwater resource evaluation is a proper characterization of the geologic and hydrogeologic setting. Such a characterization is best summarized with a hydrogeologic conceptual model that describes water movement and storage in the study area. While large amounts of previous geologic work are available for the Gig Harbor area (much of it generated by Robinson, Noble & Saltbush), it will be important to complete a thorough review and analysis of the data and then create a conceptualization of the hydrogeologic setting in order to identify the likely drilling conditions and to also support the water rights acquisition process. During this task, we will accomplish the following:

- We will prepare hydrogeologic cross sections of the proposed site to define the hydrogeologic units present at depth.
- To the degree possible based on the available data, we will then define the potentiometric surface (water level elevations) for any identified aquifer zones.
- We will create a conceptual hydrogeologic model defining the geometry of the sediment layers (aquifers and non-aquifers), flow paths for water moving through the system

#### **C. Drilling Recommendations**

Based on our understanding of the hydrogeologic conditions (aquifer locations and characteristics) and geologic relationships, we will provide recommendations for test well or test/production well drilling. We will define the expected target depth of drilling, suggested drilling method and casing sizes, and estimate the drilling costs with respect to the development site.

### **4. Water Rights / Ecology Authorization**

Robinson, Noble & Saltbush will review the water rights records of the City and other purveyors within the study area. The Team will meet with the City's water right's attorney, along with appropriate City representatives, to develop a list of options to secure and acquire new water rights, providing our recommendations on the best approach. The preliminary findings will be presented to the City in a meeting, with the opportunity to discuss strategies and to prioritize various options the City might undertake. After the meeting, we will complete the hydrogeologic tasks related to the future well development in the referenced project plan. A representative of Robinson, Noble & Saltbush will be available to meet with the Department of Ecology, along with appropriate City representatives, to identify the regulatory conditions that will need to be met for the preparation of the application or transfer. Robinson, Noble & Saltbush will assist the City's Water Rights attorney in preparing the application or transfer. However, since we cannot currently estimate the scale of the effort, any technical work or additional studies that may be required by Ecology as necessary to support the water rights request are not included in this scope.

## 5. Technical Memorandum

The results of our services described above will be summarized as part of a technical memorandum completed by the project team. For our part, Robinson, Noble & Saltbush will describe our study approach and resultant findings, along with our recommendations to complete the future phases. The memorandum will, at a minimum, include figures for the hydrogeologic cross sections, conceptual model, aquifer potentiometric (water level) maps for the identified aquifers, proposed well drilling location(s), and estimated well drilling costs.

In concert with Roth Hill, we will organize a presentation to describe and discuss the findings and recommendations included in the technical memorandum. During this meeting with the City and other team members, we will assist the City in determining how best to proceed with the exploratory well drilling.

### ESTIMATED COST OF SERVICES

Based on our understanding of the project, we estimate the cost of our services at \$35,130 to completed Items A through E as listed below. Future tasks will be scoped in more detail once the initial water rights plan is completed, but expected ranges of cost are also shown below to assist the City in its planning efforts for the project.

<b>Expected Tasks:</b>	<b>RN&amp;S Estimated Cost</b>
1: Project Meetings	\$7,370
2: Supply Analysis	\$2,460
3: Groundwater Evaluation	\$12,120
4: Water Rights	\$6,640
5: Technical Memorandum	\$6,540
<b>TOTAL</b>	<b>\$35,130</b>

Robinson, Noble & Saltbush typically works on a time-and-expense basis according to the attached General Fee Schedule. As a cost-savings measure for our clients, each Robinson, Noble & Saltbush employee charges their time on a project according to the level of expertise required for a given task. This allows us to make use of our more experienced staff without unduly impacting project costs, but also means that our clients only pay for the level of expertise applied.

**PROJECT TIMELINE – TASK A**

Water Comprehensive Plan	2006					
	Jul	Aug	Sep	Oct	Nov	Dec
1. Ch 1 – Description of Water Service		████████				
2. Ch 2 – Policies, Criteria, and Standards		██████████				
3. Ch 3 – Basic Planning, Data and Water Demand Forecasting			██████████	██████████	██████████	
4a. Model Development					██████████	██████████
5. Ch 6 – Source Water Protection Plan					██████████	
6. Project Management		██████████	██████████	██████████	██████████	██████████

**PROJECT TIMELINE – TASK B**

Gig Harbor North, Well 7	2006					
	Jul	Aug	Sep	Oct	Nov	Dec
1. Project Meetings and Management		██████████	██████████	██████████	██████████	██████████
2. Supply Analysis				██████████	██████████	
3. Groundwater Evaluation		██████████	██████████	██████████	██████████	
4. Water Rights/Ecology Authorization					██████████	██████████
5. Technical Memorandum						██████████

EXHIBIT B

Task A	Principal	PM		Gov. Assist		Engineer		Engineer		Engineer		CAD		Project		TOTAL LABOR		REIMB.		TOTAL	
		Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Hours	Cost	Planned	Planned	Reimb.	Cost
1	Ch 1 - Description of Water System	1	\$186	6	\$774	24	\$2,232			10	\$780	8	\$624	30	\$2,760	2	\$186	81	\$7,522	\$405	\$7,927
2	Ch 2 - Policies, Criteria and Standards	2	\$332	16	\$2,064	22	\$2,046	8	\$664	18	\$1,404					2	\$186	68	\$6,396	\$340	\$7,236
3	Ch 3 - Basic Planning, Data and Water Demand Forecasting	2	\$332	14	\$1,808	8	\$744	14	\$1,512	58	\$4,524			4	\$368	2	\$186	102	\$9,472	\$510	\$9,982
4	Model Development			7	\$903					84	\$10,248							91	\$11,151	\$455	\$11,606
5	Ch 6 - Water Rights, Supply Analysis/Source Water Protection Robinson & Noble - Hydrogeologic Services	1	\$166	8	\$1,081	4	\$380									2	\$186	15	\$1,823	\$75	\$2,084
6	Project Management			24	\$3,096	8	\$744											32	\$3,840	\$160	\$4,000
Projected Total Project Hours and Costs		6	\$1,002	75	\$9,724	66	\$6,156	22	\$2,376	84	\$10,248	8	\$624	34	\$3,128	8	\$669	368	\$40,704	\$1,945	\$42,649

**EXHIBIT B**

City of Gig Harbor Task B Gig Harbor North, Well 7 Phase 1 - Probable Project Cost	Principal		PM		QA/QC		Engineer		Engineer		Planner		CAD		TOTAL LABOR		REIMB.		CONSULT.		TOTAL Cost
	GCH Hours	Cost	LRK Hours	Cost	SKS Hours	Cost	E/W Hours	Cost	C/L Hours	Cost	Hours	Cost	Hours	Cost	Planned Hours	Planned Bill	Planned Reimb.	with Markup	Cost		
																				Hours	
A. Project Management	2	\$332	42	\$5,418					18	\$1,800	11	\$1,023			73	\$8,573		\$370		\$8,943	
B. Supply Analysis	2	\$332	6	\$774					12	\$1,200	2	\$186			22	\$2,492		\$100		\$2,592	
C. Groundwater Evaluation			2	\$258					4	\$400	2	\$185			16	\$1,650		\$240		\$1,820	
D. Water Right / Ecology Authorization	2	\$332	18	\$2,322					30	\$3,000	4	\$372			69	\$7,650		\$480		\$8,130	
E. Technical Memorandum	2	\$332	12	\$1,548					30	\$3,000	16	\$1,488			76	\$8,440		\$890		\$9,330	
Robinson, Noble & Salzbach Hydrogeologic Services																			\$38,643	\$38,643	
<b>Projected Total Project Hours and Costs</b>	<b>8</b>	<b>\$1,328</b>	<b>80</b>	<b>\$10,320</b>					<b>94</b>	<b>\$9,400</b>	<b>35</b>	<b>\$3,255</b>			<b>256</b>	<b>\$28,745</b>		<b>\$2,090</b>		<b>\$38,643</b>	<b>\$69,478</b>



"THE MARITIME CITY"

COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E.** *sm*  
**CITY ENGINEER**  
**SUBJECT: WASTEWATER COMPREHENSIVE PLAN POPULATION UPDATE**  
**- CONTRACT AMENDMENT NO. 2**  
**DATE: AUGUST 14, 2006**

**INFORMATION/BACKGROUND**

Initial work on the comprehensive plan update began in 2005 with completion of the wastewater population plan projection portion of the work. This contract amendment is the second phase of a three phased integrated approach for completion of the comprehensive plan update. This phase provides for the evaluation, analysis, and update to the City's sewer drainage basins map, sewage flow projections, and the hydraulic computer model selection and procurement. A comprehensive and dedicated level of effort, evaluation, and analysis is required to perform this work. HDR was selected as the most qualified consultant to perform this work based upon their prior completion of the first phase of work on this project, which consisted of the wastewater population plan update to the comprehensive plan, along with the development of population sub areas. This information will be incorporated into the second phase of the plan update.

**FISCAL CONSIDERATIONS**

This work was anticipated in the adopted 2006 Budget and is within the 2006 Sewer Operating Fund allocation of \$100,000.00, Objective No. 9.

**RECOMMENDATION**

I recommend that Council approve the Consultant Services Contract Amendment in the amount of \$98,901.00 to HDR Engineering, Inc. for a contract amount not to exceed \$98,901.00.

**AMENDMENT #2 TO CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
HDR ENGINEERING, INC.**

THIS SECOND AMENDMENT is made to the AGREEMENT, dated March 28, 2005, and subsequent AMENDMENT #1, dated October 24, 2005, by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and HDR Engineering, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 626 Columbia Street NW, Suite 2-A, Olympia, Washington 98507, whose mailing address is PO Box 976, Olympia, Washington 98507, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the updating of the Wastewater Comprehensive Plan – Phase 2 – Drainage Basin Evaluation, Wastewater Flow Projections and Model Selection and desires that the Consultant perform services necessary to provide the following consultation services.

WHEREAS, the Consultant agreed to perform the services, and the parties executed an Agreement on March 28, 2005 (hereinafter the "Agreement"); and

WHEREAS, the existing Agreement requires the parties to execute an amendment to the Agreement in order to modify the scope of work to be performed by the Consultant, or to exceed the amount of compensation paid by the City;

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

**Section 1. Amendment to Scope of Services.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Services**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

**Section 2. Amendment to Compensation.** Section II(A) of the Agreement is amended to require the City to pay compensation to the Consultant for the work described in **Exhibit A** to the Amendment in the amount of: Ninety-eight Thousand Nine Hundred One Dollars and No Cents (\$98,901.00). This Amendment shall not modify any other of the remaining terms and conditions in Section II, which shall be in effect and fully enforceable.

**Section 3. Effectiveness of all Remaining Terms of Agreement.** All of the remaining terms and conditions of the Agreement between the parties shall be in effect and be fully enforceable by the parties. The Agreement shall be incorporated herein as



if fully set forth, and become a part of the documents constituting the contract between the parties.

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

THE CITY OF GIG HARBOR

By: John M Maxwell  
Its Principal *John M Maxwell*  
*Vice-President*  
*HDR*

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

Notices to be sent to:

CONSULTANT  
HDR Engineering, Inc.  
Attn: Kevin Dragon, P.E.  
626 Columbia Street NW, Suite 2-A  
Olympia, Washington 98507  
(360) 352-5090

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

APPROVED AS TO FORM:

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

ATTEST:

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

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

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

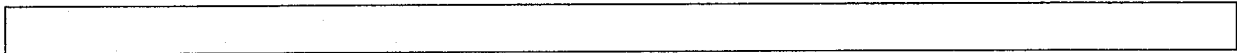


## **AMENDMENT NO. 2**

### **EXHIBIT A SCOPE OF SERVICES**

#### **Wastewater Comprehensive Plan Update**

#### **Phase 2 —Drainage Basin Evaluation, Wastewater Flow Projections and Model Selection**



Prepared by:

**HDR Engineering, Inc.**  
626 Columbia St NW, Suite 2A  
Olympia, Washington 98501

August 2006

## AMENDMENT NO. 2 SCOPE OF SERVICES

### Wastewater Comprehensive Plan Update

#### INTRODUCTION

The City of Gig Harbor retained HDR in January 2005 to update the 2002 Wastewater Comprehensive Plan. HDR scope of services will be implemented in three phases; Phase 1- Population Projections; Phase 2- Drainage Basin Evaluation, Model Development and Initial System Assessment; and Phase 3- Model Refinement and Plan Preparation. This integrated phased approach is intended to allow the City an opportunity to re-evaluate many of the 2002 plan elements and related assumptions, while remaining within the established budgets.

#### **Phase 1: Population Projections**

HDR completed Phase 1 in April 2006. This phase provided an updated 20-year forecast of population growth within the City and its Urban Growth Area (UGA). Existing data, forecasts of population, and expected changes in land use were assembled and analyzed. The population projections are based on the City's existing Buildable Lands Analysis, which was extended to incorporate the City's UGA boundary during this phase. The forecast was designed to be flexible and adaptable for future utility planning purposes over the coming years.

#### **Phase 2: Drainage Basin Evaluation, Flow Projections and Model Selection**

This scope of services will generally include the evaluation and revision of existing drainage basins, refine the population and wastewater demands within the service area, and select a hydraulic model.

This phase will also include an analysis of the current and future wastewater flow projections on the capacity of the wastewater treatment plant. An assessment of the plant is not included at this time, but previous engineering studies performed by the City will be reviewed and incorporated in the evaluation. The primary work products for this phase will include an updated drainage basin map, and the selection and purchase of a hydraulic model.

#### **Phase 3: Model Development, Refinement and Plan Preparation**

Phase 3 will expand on the previous phases. Generally, the major services provided will include developing a conceptual model of the existing system, identifying additional information necessary to complete the planning efforts, refining the computer model using additional field data, capital improvement planning, operation and maintenance planning and assessment, financial planning, and implementation strategy. The primary work product delivered in this phase will be the Wastewater Comprehensive Plan Update.

In addition, many of the City's policies and procedures related to expanding the existing collection system to serve the City's UGA boundary will be assessed under Phase 3. The City's wastewater reuse policies and strategies will also be reviewed and updated. The results of the analyses in Phase 2 and Phase 3 will be incorporated into the City's Wastewater System Capital Improvement Program.

Due to limited information on the existing sewer system, together HDR and the City recognize the scope and budget for Phase 3 would be difficult to determine at this time. There is unknown information about the City's wastewater collection system, and Phase 2 is intended to assist in determine what additional data should be collected to assist in preparing the plan. A detailed scope and budget for Phase 3 will therefore be negotiated in the future.

## Phase 2: Drainage Basin Evaluation, Flow Projections and Model Selection

### Task 2.10 - Project Management

**Objective:** HDR will manage, administer, and provide ongoing oversight of the project during the contract period. Specifically, HDR staff will render monitor work assignments and monitor progress based on agreed time and budget constraints, prepare monthly progress reports that identify budget status, progress status, major activities of the previous month, notify the City of any out of scope services provided, and highlight issues or complications that may affect the project schedule or upcoming activities.

#### **HDR Responsibilities:**

- 1) Provide written minutes of key issues discussed at meetings at HDR's discretion.
- 2) Prepare and provide monthly invoices and cost summary worksheets with a cover letter, which identifies the progress of each task described herein, outline any issues or concerns relating to budget, scope, or schedule and identify any extra professional services requested by the City.
- 3) Attend up to 2 meetings with the City.
- 4) Perform periodic reviews for quality control.
- 5) Prepare up to three updated progress schedules using MS Project.

#### **City Responsibilities:**

- 1) Review and provide comments to meeting minutes in relation to accuracy.
- 2) Remit payment of monthly invoices within 30 calendar days of receipt, unless otherwise defined by the terms and conditions of the written agreement between HDR and the City.
- 3) Identify one City representative (or project manager) to whom HDR will maintain direct communication during the life of this project.
- 4) Provide a comprehensive list of any issues and/or comments based on the review of deliverables.
- 5) Identify any known or foreseen critical project milestones and/or time-related constraints relative to the scope of services provided at the beginning of the project.

#### **Assumptions:**

- 1) The City representative will provide a comprehensive list of issues and comments based on the review of deliverables conducted by all City departments.
- 2) Review of deliverables will occur within 2 weeks upon the City's receipt, and the City representative will provide to HDR any comments within 3 weeks of receipt date.
- 3) The City representative will schedule meetings and coordinate the necessary activities with other City departments in relation to the defined services provided by HDR herein.
- 4) The duration of Phase 2 will be for 6 months.
- 5) The duration of Phase 3 has not been determined and will determined following Phase 2.

#### **Deliverables:**

- 1) Monthly invoices with related cover letter.
- 2) Up to three updated progress schedules.

## **Task 2.20 Data Collection and Review**

**Objective:** HDR will collect and review available information pertaining to the City's wastewater collection and conveyance system (e.g., pump stations, manholes and gravity and pressure piping) as well as the wastewater treatment plant for understanding.

### **HDR Responsibilities:**

- 1) Conduct one 8 hour site visit to review the collection and conveyance system.
- 2) Conduct one 8 hour site visit to observe each pump station.
- 3) Conduct one 4 hour site visit to the wastewater treatment plant.
- 4) Collect known system data regarding wastewater flows, water quality, etc.
- 5) Review service area mapping and associated data (e.g. land use, land cover, zoning, topographic, etc.) furnished by the City.
- 6) Review sewer infrastructure maps and record drawings furnished by the City.
- 7) Review pump station data (flow volumes, operation times, etc.).
- 8) Review known wastewater treatment plant flow and influent water quality data.
- 9) Review existing engineering reports and studies in relation to each pump station and the wastewater treatment plant.
- 10) Attend one 4 hour meeting to discuss historical issues, concerns and remedies with City staff.
- 11) Identify components of the existing collection and conveyance system for inclusion in model (e.g. manhole locations, rim & invert elevations, pipe diameters, pump data, wet well data, etc.).

### **City Responsibilities:**

- 1) Furnish maps, record drawings, flow data, water quality data and other pertinent data on operation of the wastewater system as requested by HDR in a timely fashion.
- 2) Provide copies of previous reports and studies in relation to the wastewater collection and conveyance systems, pumping stations and wastewater treatment plant.
- 3) Collect additional flow data and water quality data upon direction of HDR.
- 4) Based on local knowledge, provide direction to resolve differences that may exist among various data sources.
- 5) Provide access to each pump station and the wastewater treatment plant. A City representative familiar with operation and maintenance of each facility will accompany HDR.

### **Assumptions:**

- 1) Information will be provided by the City within two weeks of HDR's request.
- 2) The total time to visit all City sewer facility will take 20 hours or less.

### **Deliverables:**

- 1) Brief technical memorandum (up to 5 pages) documenting data collected, review of information, issues to be addressed, and next steps.

## **Task 2.30 Sewer Drainage Basin Evaluation and Refinement**

**Objective:** HDR will review and provide recommendations for revising the existing sewer drainage basins, which contribute wastewater flows to each of the City's pump stations and wastewater treatment plant. This effort will assist other tasks.

### **HDR Responsibilities:**

- 1) Use updated mapping data (topographic map, sewer map, zoning, land use, land cover, etc.).
- 2) Delineate any known or foreseen changes in currently defined drainage basins.
- 3) Assess potential boundary impacts from existing and future development scenarios.
- 4) Attend one workshop meeting with City representative(s) to review the existing drainage basin boundaries, discuss potential modifications to existing basins, and document outstanding issues or concerns.
- 5) Identify specific drainage basins of interest, where additional information or verification of field conditions may be necessary.
- 6) Conduct up to 3 site visits to review the field conditions of specific drainage basin(s) of interest.
- 7) Provide recommendations for modifications to drainage basin boundaries, where HDR determines to be appropriate.
- 8) Prepare Draft Technical Memorandum of findings and recommendations for modifying the City's existing sewer drainage basins.
- 9) Prepare Draft Sewer Drainage Basin Boundary map with each drainage basin shown and uniquely labeled.
- 10) Attend up to one meeting with the City to review the information outlined in the Draft Technical Memorandum and Draft Sewer Drainage Basin Boundary map.
- 11) Prepare Final Technical Memorandum and Final Sewer Drainage Basin Boundary Map, based on comments received by the City.

### **City Responsibilities:**

- 1) Provide available maps and drawings of existing drainage basin boundary maps and other pertinent information for delineating drainage basins within two weeks upon request of HDR.
- 2) Provide input and direction for defining new basins, or altering, modifying or dividing existing drainage basins.
- 3) Provide a City representative to review field conditions of drainage basins (or portions thereof) identified by HDR.
- 4) Review and provide written comments to the Draft Technical Memorandum and Draft Sewer Drainage Basin Boundary map within 2 weeks of receipt.

### **Assumptions:**

- 1) Up to forty (40) sewer drainage basins will be included to serve the City's UGA boundary.
- 2) New or existing drainage basins will be delineated based on comments provided by the City, the location of the existing collection system, basin topography, etc.
- 3) HDR will not visit each drainage basin, but will visit drainage basins of interest.
- 4) Drainage basins of interest may consist of 1 or more basins (or portions thereof), and will be determined at HDR's discretion.
- 5) A City representative will accompany HDR staff during each visit.
- 6) The total time for visiting drainage basins will take 24 hours or less.
- 7) Comments offered by the City will not materially alter or modify basin delineations. Revisions necessary to produce final documents are expected to be relatively minor and editorial in nature.

### **Deliverables:**

- 1) Draft and Final Technical memorandum (up to 10 pages maximum in 8½" x 11" format)
- 2) Draft and Final Sewer Drainage Basin Boundary Map (up to 2 sheets maximum in 24"x 36" format).



## Task 2.40 Wastewater Flow Projections

**Objective:** Using the Demographic Forecast Allocation Model (DFAM), HDR will refine the population projections to determine existing and projected wastewater flow estimates.

### **HDR Responsibilities:**

- 1) Recommend the average wastewater unit flow rates for domestic uses (e.g. single family residential, multi-family residential, commercial) and non-domestic uses (e.g. industrial) based on wet and dry weather conditions using observed wastewater flows and utility billing records
- 2) Recommend a peaking factor for calculating peak flows within the wastewater collection system using published literature and observed flow data.
- 3) Refine DFAM data and assumptions in the following areas: validate or modify trigger events based on City's input; adjust number of sewer households based on updated City parcel data; adjust percentage of sewer households in each PSA and wastewater collection basin, based on City assumptions regarding future transition of unsewered areas to sewer service; and refine school enrollment forecasts to more realistically model future growth by PSA.
- 4) Modify DFAM to identify the population within each Sewer Drainage Basin.
- 5) Apply the average wastewater flow rates to domestic and non-domestic uses within each sewer drainage basin using DFAM to determine total average existing flows per basin.
- 6) Compare calculated total flows with observed using data collected on City's SCADA system, where possible, and amend or modify the average wastewater unit flow rates, as necessary.
- 7) Develop a strategy or method for determining the infiltration and inflow (I&I) rates.
- 8) Determine the projected growth using the DFAM within each sewer drainage basin for the 6-year and 20-year planning intervals.
- 9) Apply the average wastewater flow rates to domestic and non-domestic uses to the projected growth within each sewer drainage basin to determine total average projected 6-year and 20 year flows.
- 10) Attend one meeting with the City to present wastewater flow projections and DFAM modifications.
- 11) Update instructions imbedded in DFAM.
- 12) Prepare a Technical Memorandum summarizing data used, and modifications made to DFAM to supplement documentation provided previously to the City.
- 13) Prepare a Technical Memorandum outlining assumptions and determinations made under this task and provide a summary table of wastewater flows.

### **City Responsibilities:**

- 1) Monitor and project flow rates for specific basins using City's SCADA system, where possible.
- 2) Validate the timing and changes in growth rates associated with "trigger events" developed previously for the DFAM. Specify alternative assumptions if warranted.
- 3) Provide input and assumptions on future transition of unsewered households to City sewer service, by PSA.
- 4) Provide an updated dataset for determining the number of sewer parcels used in the DFAM to address the inconsistencies previously observed under Phase 1 between the City and County parcel databases for parcels located within the UGA.
- 5) Assist in developing assumptions and determinations to be used in the wastewater flow projection analysis.
- 6) Review and provide written comments on the Technical Memorandums within 2 weeks of receipt.

### **Assumptions:**

- 1) Wet weather period lies between November 1 and May 31, and the dry weather period lies between June 1 and October 31 of each calendar year.
- 2) Current flow projections will be considered calibrated within five percent ( $\pm 5\%$ ) of existing flow data from pump stations and wastewater treatment plant.

- 3) The basic structure of the DFAM has been accepted previously by the City and will not be modified.
- 4) The list of "Trigger Events" has been accepted previously by the City and timing and changes in growth rates will be provided by the City.
- 5) Comments offered by the City will not materially alter or modify the average wastewater unit flow rates, method of determining I&I, and the use of DFAM for determining total average flows. Any revisions necessary to produce the deliverables are expected to be relatively minor and editorial in nature.

**Deliverables:**

- 1) Technical Memorandum (up to 10 pages in 8½" x 11" format), which summarizes the data used, and modifications made to DFAM.
- 2) Technical Memorandum (up to 10 pages in 8½"x 11" format ), which document the existing flow data, existing and future flow projections, and confidence level/calibration of existing data to projections.

**Task 2.50 Hydraulic Model Selection**

**Objective:** HDR will assist the City with the selection of a hydraulic model for the wastewater collection and conveyance system. HDR will outline the advantages and disadvantages associated with up to 4 commonly used computer software for modeling wastewater collection and conveyance systems. The memorandum will also outline the purchase price and some of the limitations of the software for the City's use.

The model will be developed under Phase 3. HDR and the City recognize that additional field activities, which may include additional data collection, field surveying, flow monitoring, etc., will be necessary to calibrate the model. These additional activities can not be scoped at this time, and will be negotiated under Phase 3

**HDR Responsibilities:**

- 1) Attend up to 1 meeting with the City.
- 2) Research SewerCAD, InfoWorks, H<sub>2</sub>O<sub>2</sub>Net Sewer and Hydra for use.
- 3) Contact up to 3 municipalities to inquire about the model used, and unforeseen issues associated with its use.
- 4) Prepare brief Technical Memorandum of possible software alternatives, which offers a recommendation based on HDR's understanding, documents the potential limitations of each model, outlines the observations of other jurisdictions, and identifies the model procurement costs.
- 5) Procure the preferred hydraulic model.

**City Responsibilities:**

- 1) Assist with model research.
- 2) Identify staff expertise and training needs.
- 3) Identify any possible limitations within City's procurement policies, budget, tools, equipment and/or labor, which may influence the selection of the model.
- 4) Select a preferred model using the recommendations provided by HDR.

**Assumptions:**

- 1) Model will be procured and licensed for use by HDR during subsequent tasks under this scope of services. It is intended that upon completion of Phase 3, the model ownership and license will be transferred to the City for future use.
- 2) HDR will provide recommendations, but the City is responsible for selecting the preferred model.

**Deliverables:**

- 1) Technical Memorandum (up to 5 pages in 8½" x 11" format) documenting research and offering a recommended model software.

### **Phase 3: Model Development, Refinement and Plan Preparation**

HDR and the City recognize there will be additional data necessary to complete efforts associated with updating the Comprehensive Wastewater Plan. Phase 3- Model Development, Refinement and Plan Preparation will be negotiated during the later stages of Phase 2. It is anticipated that HDR will develop a detailed scope of services and budget for Phase 3.

The information provided below is for informational purposes and the anticipated tasks yet to be scoped and performed. It is therefore understood by both HDR and the City that the actual tasks may vary from that shown below.

#### **Task 3.10 Preliminary Hydraulic Model Development**

HDR will develop a preliminary computer model of the City's wastewater collection and conveyance system. HDR intends to use the base information collected in Phase 2 along to develop a hydraulic model to the extent practical. It is anticipated that the preliminary model will be enhanced and/or modified under other tasks within Phase 3. Using the preliminary model, HDR will identify specific field activities necessary to enhance or modify the model for greater accuracy and confidence for predicting system performance.

#### **Task 3.20 Additional Data Collection**

HDR intends to use the base information along with the computer model simulations to the extent practical. The result will be a preliminary model, which will be used to identify additional data collection. Immediately following Phase 2,

HDR will identify specific services necessary to complete modeling efforts and increase accuracy and confidence in predictive measures. Anticipated services under this task may consist of the following elements:

- Task 3.21 Flow Monitoring
- Task 3.22 Water Quality Monitoring
- Task 3.23 Field Surveying
- Task 3.24 Operational Testing

#### **Task 3.30 Model Refinement and Additional Model Simulations**

Using the information collected under Task 3.10, HDR will modify the computer model accordingly. Additional model simulations will be conducted for the existing conditions, as well as the 6-year and 20-year projected conditions. The anticipated services under this task may consist of the following:

- Task 3.31 Model Refinement and Calibration
- Task 3.32 Additional Model Simulations

#### **Task 3.40 Water Reclamation and Reuse**

Generally, HDR will assist the City in determining the potential for implementing a water reuse program. HDR will work closely with the City to define a suitable service area and forecast water demands for a reclaimed water system. Capital improvements to the City's Wastewater Treatment Plant as well as new

improvements necessary for the construction of a reclaimed water distribution system will also be identified.

The anticipated services can vary widely depending on City's preferences and commitment for implementing a water reuse program. These services may include an overview of implementing a water reuse program to preparing a detailed study or evaluation of all aspects of implementing a program within 6 year or 20 year period.

#### **Task 3.50 Capital Facility Planning**

HDR will prepare a Capital Facility Plan based on modeling results. Together the City and HDR will work collaboratively to determine the level of service necessary to meet existing and future demands, develop criterion to rank improvements within each basin, and develop and priority array of prospective projects by functional category. Generally, the anticipated services will include preparing a narrative and related tables for the following elements:

- Task 3.5.1 Functional Categories (e.g. Storage, Pumping Equipment, Pipeline, etc.)
- Task 3.5.2 6-year Capital Improvement Plan
- Task 3.5.2 20-year Capital Improvement Plan

#### **Task 3.60 Operation and Maintenance Planning**

It is anticipated that HDR will work collaboratively with City staff to assess the needs for operation and maintenance, and identify applicable best management practices associated with the existing sewer system and future improvements under this subtask. These services may generally include an assessment of the following:

- Task 3.6.1 Gravity Collection and Conveyance System
- Task 3.6.2 Pump Stations and Related Appurtenances

#### **Task 3.70 Financial Planning**

HDR anticipates the capital improvement plan, along with the operation and maintenance planning efforts will identify additional costs to the City's sewer utility. Therefore, HDR will develop a financial plan working with the City to fund existing and future utility activities. The services may include the following elements:

- Task 3.7.1 Revenue Requirements
- Task 3.7.2 Rate Revenue Assessment
- Task 3.7.3 System Development Charge Assessment
- Task 3.7.4 Funding strategies

#### **Task 3.80 Sewer Policy Assessment and Development**

As a part of Phase 3, the existing sewer policies will be evaluated. Some of the key elements will relate to management of drainage basins, water reclamation and reuse, capital planning, operation and maintenance objectives, system development charges, and defining the sewer utility's levels of service for different components of the wastewater collection and conveyance system. In addition, HDR will identify future policies relating to the wastewater system.

#### **Task 3.90 Preparation of Comprehensive Wastewater Plan Update**

HDR anticipates the information produced and collected as a part of Phase 2 and 3 tasks will be used to update the City's Comprehensive Wastewater Plan (General Sewer Plan). The plan will be consistent with Washington Administrative Code 173-240-050, and submitted to the Department of Ecology for review and approval. HDR also anticipates providing the City recommendations for other Growth Management Act planning activities relating to the wastewater system in association with this task.

Upon conclusion of this task, it is anticipated HDR will transfer the ownership and license for use of the wastewater model developed for Phases 2 and 3 along with all pertinent data files.

Client: City of Gig Harbor		Project Name: Wastewater Comprehensive Plan Update										Prepared by: TH & KD	
Phase Name: Phase 2 - Drainage Basin Evaluation, Flow Projections and Initial System Assessment												Date: 8/1/2006	
												Checked by: SV	
												Date: 8/7/2006	
Description	Comments/ Anticipated Staff Hourly Rate Total Hours for Task	Senior Proj Mgr K Dragon \$41.40	Senior Engineer T Hume \$42.25	Senior Engineer(2) D Howie \$55.75	Project Engineer G Garcia \$30.86	Project Engineer A Kulp \$26.45	Senior Planner A Graham \$51.00	Project Planner J Lemieux \$30.70	St Tech/ CADD P Marviller \$31.00	Administrative Assistant A Ruston \$26.07	Project Controller A Frame \$28.85		
DOLLARS													
<b>Task 2.10 - Project Management</b>													
Project Setup and Project Guide	Deliverable 4 hrs per meeting 6 billing periods	4	4								4		
Attend 2 Meetings with City		8							2		4		
Involving and Processing		8							4		24		
CAVOC Review and Documentation		12		8									
<b>Task 2.20 - Data Collection and Review</b>													
Attend site visit to collection and conveyance system	121 hours 8 hour visit 8 hour visit 4 hrs per visit	0	8		0	4							
Attend site visit to WWTP		0	4		0	4							
Review sewer infrastructure maps and record drawings		2	12		0	4							
Review pump station data		2	4		0								
Review WWTP influent flow and water quality data.		4	4		0								
Review existing engineering reports and studies		2	8		0								
Attend 1 meeting with City.	4 hrs per meeting	4	4		0	4							
Identify system components		4	4		0	4							
Data Reduction and Analysis		1	4		2	4							
Prepare Technical Memorandum	Deliverable	2	4		2	8					2		
<b>Task 2.30 - Sewer Drainage Basin Evaluation and Refinement</b>													
Review existing drainage basins and service area boundary	196 hours 4 hrs per meeting	2	8	2	8	12							
Attend one workshop meeting with city.		4	6		4	20							
Prepare Sewer Drainage Basin Boundary Map and revision.		2	4	2	4	8							
Identify specific drainage basins of interest.		2	4		4	12							
Conduct up to 3 site visits to basin(s) of interest.	4 hrs per visit	4	4		4	8							
Attend 1 meeting with City.	4 hrs per meeting	2	8		2	4							
Prepare Technical Memorandum and revision.		2	4		2	4							
<b>Task 2.40 - Wastewater Flow Projections</b>													
Determine the average wastewater rates.	282 hours	4	4		2	4							
Review utility billing records.		2	2		2	4							
Modify DFAM		30											
Determine total average existing flows per basin.		4	4		4	12							
Calibrate calculated flows with SCADA data.		4	4		2	8							
Estimate I&I rates.		2	4	2	2	4							
Determine the projected growth using the DFAM		2	4		2	4							
Attend 1 meeting with City.	4 hrs per meeting	4	4		4	8							
Update DFAM instructions		6			2	4							
Prepare DFAM Technical Memorandum	Deliverable	2	4	2	2	4							
<b>Task 2.50 - Hydraulic Model Selection</b>													
Attend up to 1 meeting with the City.	32 hours	4	4		4	8							
Research suitability of software applications.		4	4		4	8							
Contact up to 3 municipalities.		6	6		2	4							
Prepare Technical Memorandum.	Deliverable	2	4	2	2	4							
Procure the hydraulic model.		1	4	1	4	8							
<b>Subtotal HDR Labor Hours</b>		66	166	21	18	108	44	132	12		32		
<b>HDR Labor Expenses</b>													
HDR Direct Labor Fees	\$25,964	\$2,815	\$7,014	\$1,171	\$555	\$2,857	\$2,244	\$4,052	\$313		\$923		
HDR Overhead Fees	\$44,912	\$4,927	\$12,274	\$2,049	\$972	\$4,999	\$3,927	\$7,092	\$547		\$1,616		
<b>Anticipated HDR Total Labor Fees</b>	\$70,576	\$7,742	\$19,287	\$3,220	\$1,528	\$7,856	\$6,171	\$11,144	\$880		\$2,539		

Client: City of Gig Harbor Project Name: Wastewater Comprehensive Plan Update Phase Name: Phase 2- Drainage Basin Evaluation, Flow Projections and Initial System Assessment												
Prepared by: TH & KD Date: 8/1/2006 Checked by: SV Date: 8/7/2006												
Description	Comments/ Anticipated Staff Hourly Rate	TOTAL HOURS/ DOLLARS	Senior Proj Mgr K Dragon \$41.40	Senior Engineer T Hume \$42.25	Senior Engineer(2) D Howie \$55.75	Project Engineer G Garcia \$30.86	Project Engineer A Kulp \$26.45	Senior Planner A Graham \$51.00	Project Planner J Lemieux \$30.70	Sr Tech/ CADD P Marwiller \$31.00	Administrative Assistant A Ruston \$26.07	Project Controller A Frame \$28.85
<b>HDR Administrative Expenses</b>												
HDR Outside Expenses		\$400										
Technology Charge @	\$4.10	\$2,956										
HDR Subconsultant Admin (Apply to subtotal shown below)	10.0%	\$1,500										
<b>Subtotal Administrative Expenses</b>		<b>\$4,856</b>										
<b>Subconsultants and other services</b>												
<b>Subconsultant and Vendors</b>												
Vendor- Modeling software		\$15,000										
<b>Subtotal Subconsultants Expenses</b>		<b>\$15,000</b>										
Subtotal Contract Amount		\$90,432										
Total Estimated HDR Fee		\$6,469										
<b>Total Contract Amount</b>		<b>\$96,901</b>										
										Proposal Date	07/21/06	
										Description of Services Provided	Quote provided by Bentley plus 25%; Other similar models assumed to be close in cost.	
										Proposal Amount		
										Subtotal Contract Amount		
										Total Estimated HDR Fee		
										Total Contract Amount		12% of Total Anticipated HDR Labor Fees



*"THE MARITIME CITY"*

**COMMUNITY DEVELOPMENT DEPARTMENT**

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: STEPHEN MISIURAK, P.E., CITY ENGINEER**  
**SUBJ: HARBOR HILL (OPG PROPERTIES) QUIT CLAIM DEED**  
**DATE: AUGUST 14, 2006**

**INTRODUCTION/BACKGROUND**

Legal council for OPG Properties and the City have not yet resolved issues relating the Quit Claim Deed for the Harbor Hill Water Tank.

**RECOMMENDATION**

Staff recommends that Council continue this issue to the next meeting.





**HARBOR HISTORY MUSEUM**

**A New Place in Time:**

**The capital campaign for the  
Gig Harbor Peninsula Historical Society**

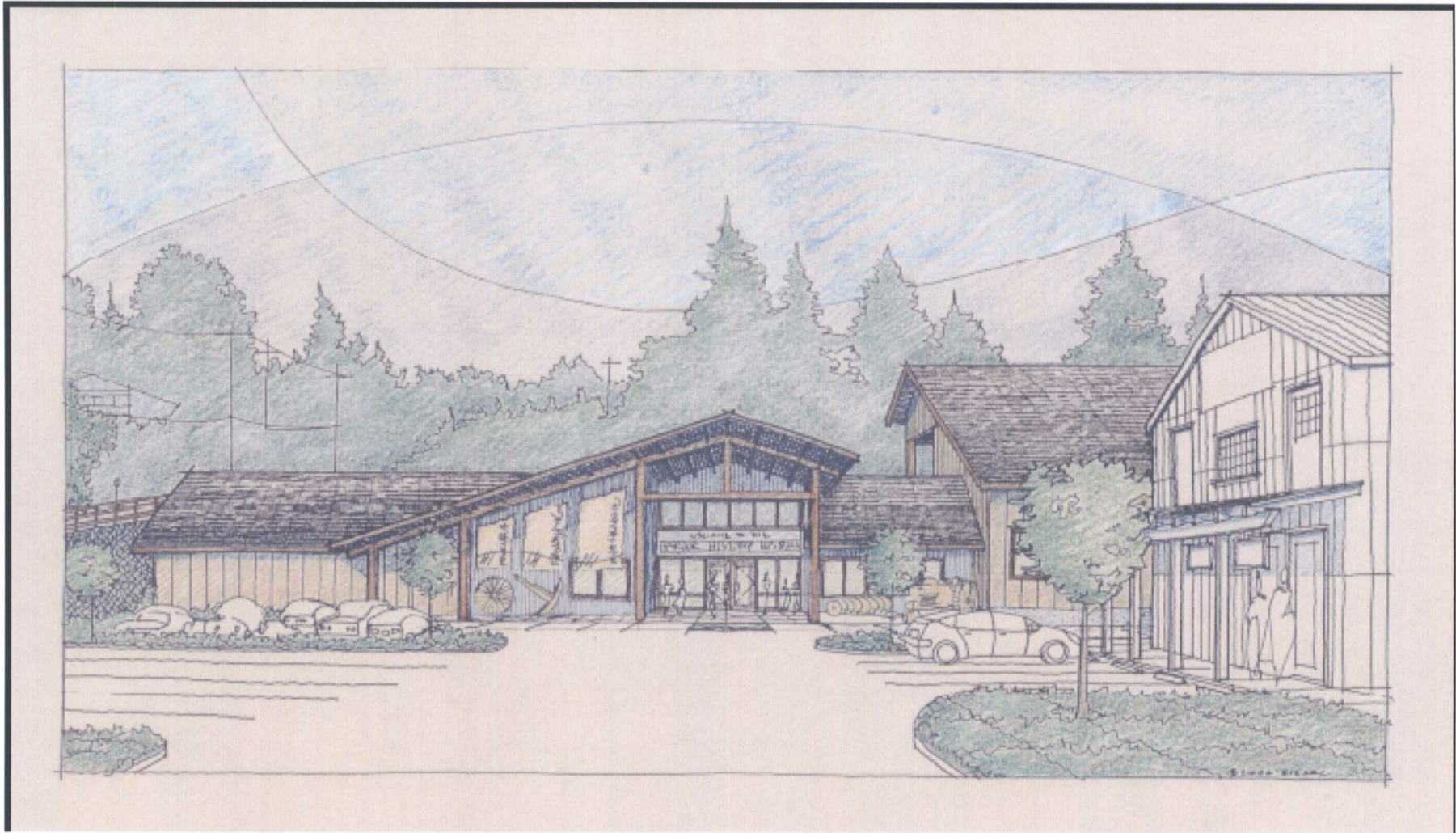
# Our Project Vision

The Harbor History Museum will:

- Showcase the rich heritage of the Gig Harbor Peninsula
- Provide hands-on, interactive experiences that bring history alive
- Invigorate the economy of downtown Gig Harbor
- Create a community gathering space at the heart of the harbor



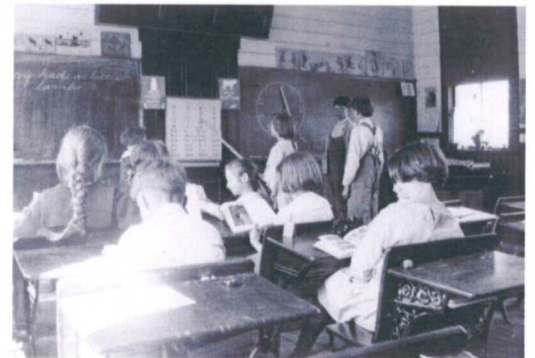
HARBOR HISTORY MUSEUM



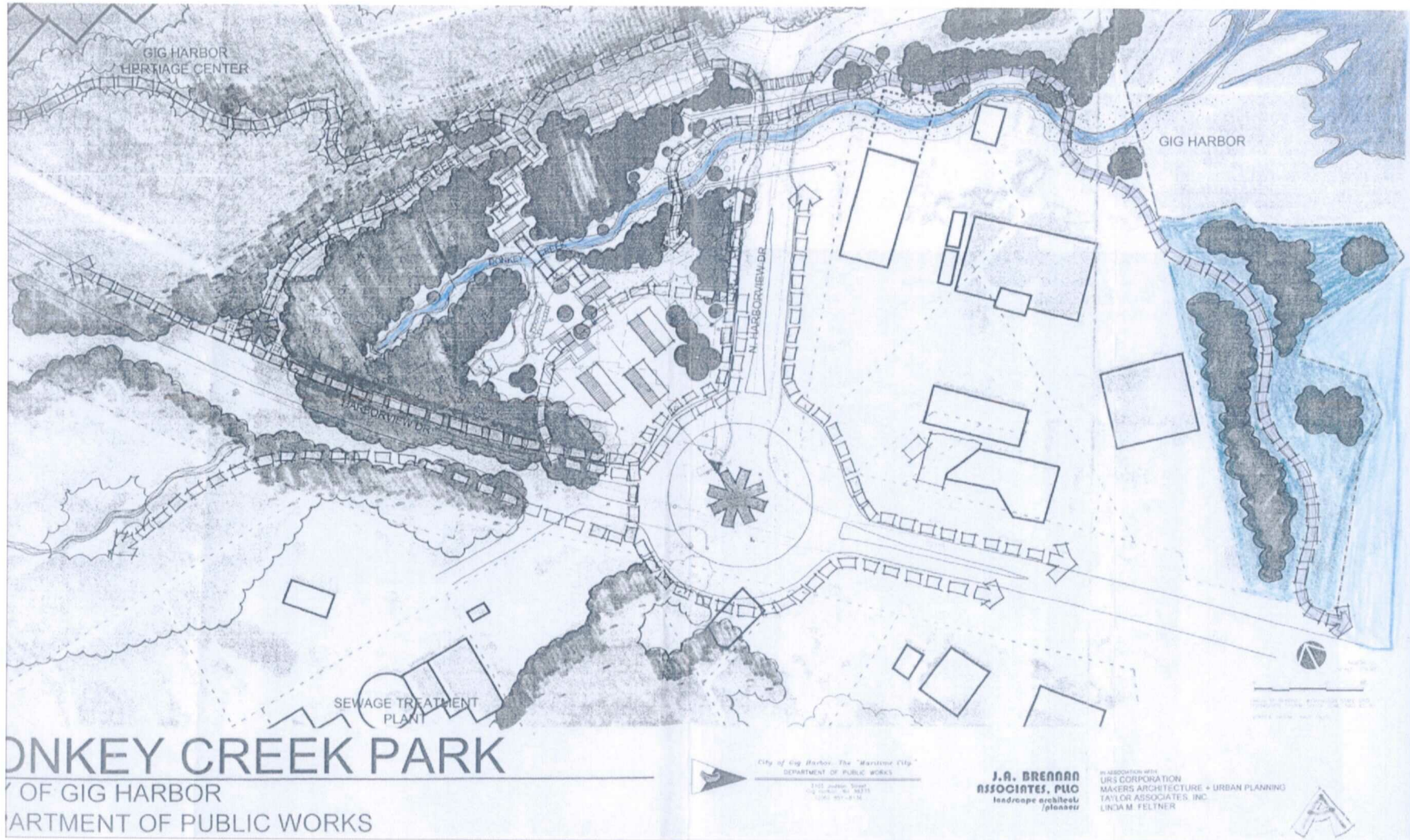
# A New Kind of History Museum

Programming variety that will keep visitors coming back

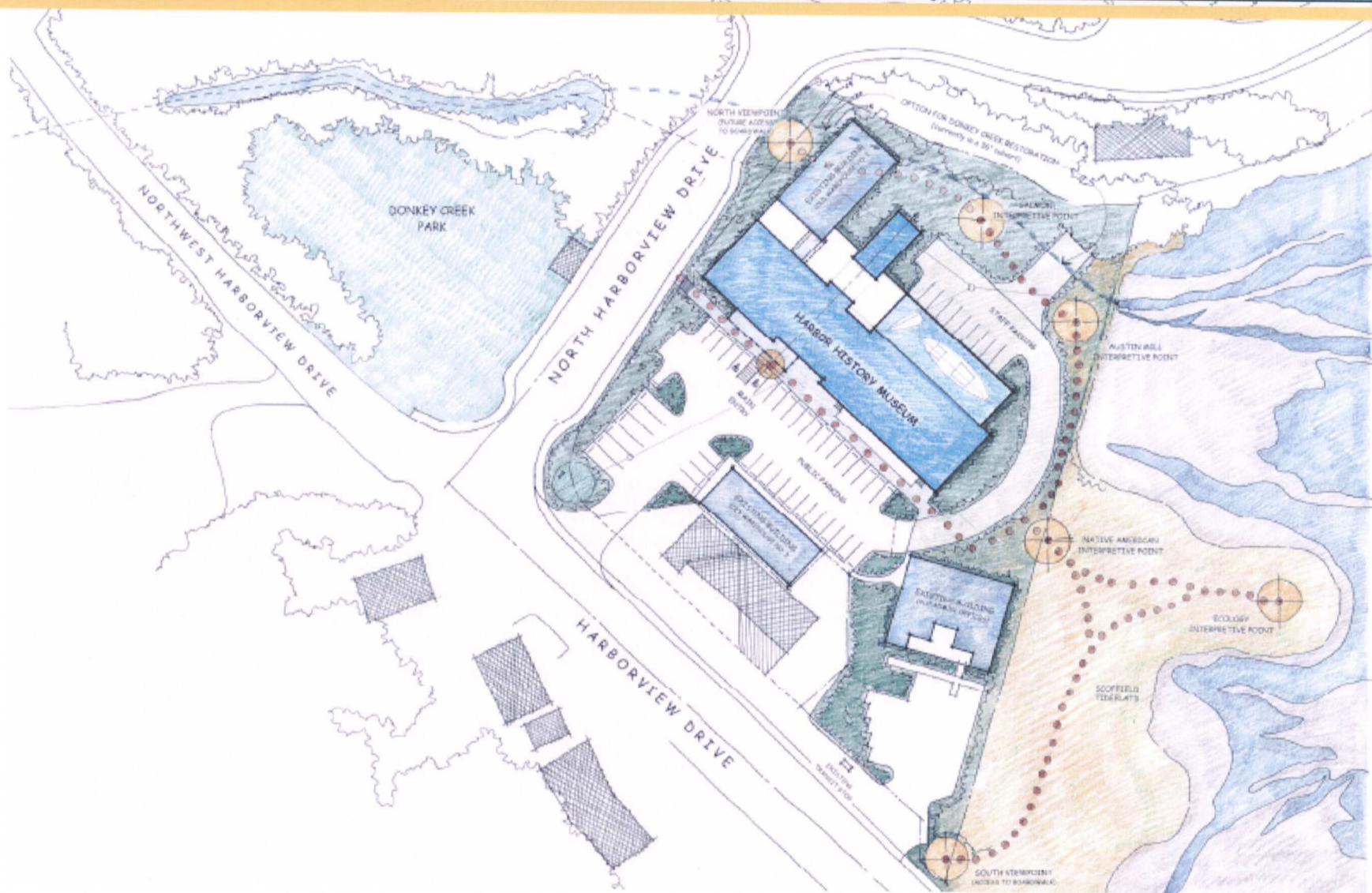
- *Shenandoah* restoration with hands-on opportunities for visitors
- 1893 Midway School living history classroom
- Weekly schedule of lectures, workshops and activities for visitors of all ages
- Changing exhibits every 3-6 months



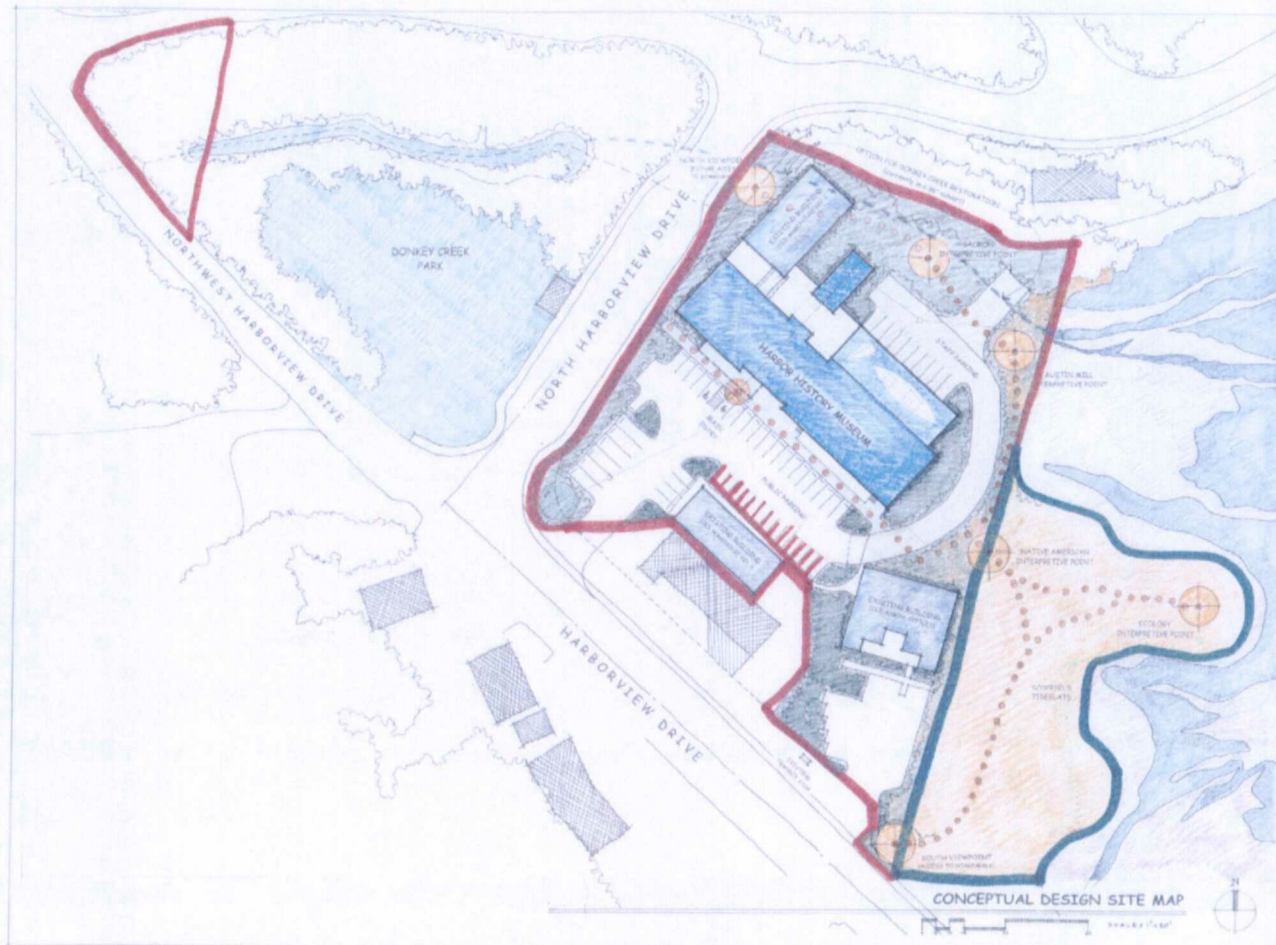
# Fulfilling a Community Plan



# Fulfilling a Community Plan



# Fulfilling a Community Plan



**BOE**  
architects  
100 Pacific Avenue  
Seattle, WA 98101  
206.385.7762  
FAX 206.385.8041



DRAWING ISSUED FOR  
DESIGN  
REVIEW  
DATE: 04 FEBRUARY 2008

PROJECT NO. 080004  
FILE NAME: 080004.dwg  
DATE: 02/04/08  
DRAWN BY: JLD  
CHECKED BY: JLD  
PLOT SCALE:  
DRAWING NUMBER:  
1 of 42

DRAWING CONTENTS  
CONCEPTUAL  
DESIGN  
SITE MAP

DRAWING NO.  
**DDA11**  
08

# Fulfilling a Community Plan

- April '05 resolution in support from City Council
- Met with City Council parks committee, City Administrator Mark Hoppen, Mayor Wilbert, Mayor Hunter, Friends of Parks Commission
- Hosted open house for local and state government officials
- Presented vision to Gig Harbor Rotary, Mid-Day Rotary, Kiwanis, Fisherman's Civic Club, Peninsula Art League, Harbor Wildwatch and others
- Worked with Councilman Terry Lee to help acquire the Scofield property to complete the vision
- June '06 motion in support from Friends of Parks Commission



# Community Benefits

- Creation of a major tourist attraction for Gig Harbor
- Promote economic development through tourism



# Community Benefits

- Enable the day-lighting of Donkey Creek, eliminating flooding and establishing a high quality estuarine habitat



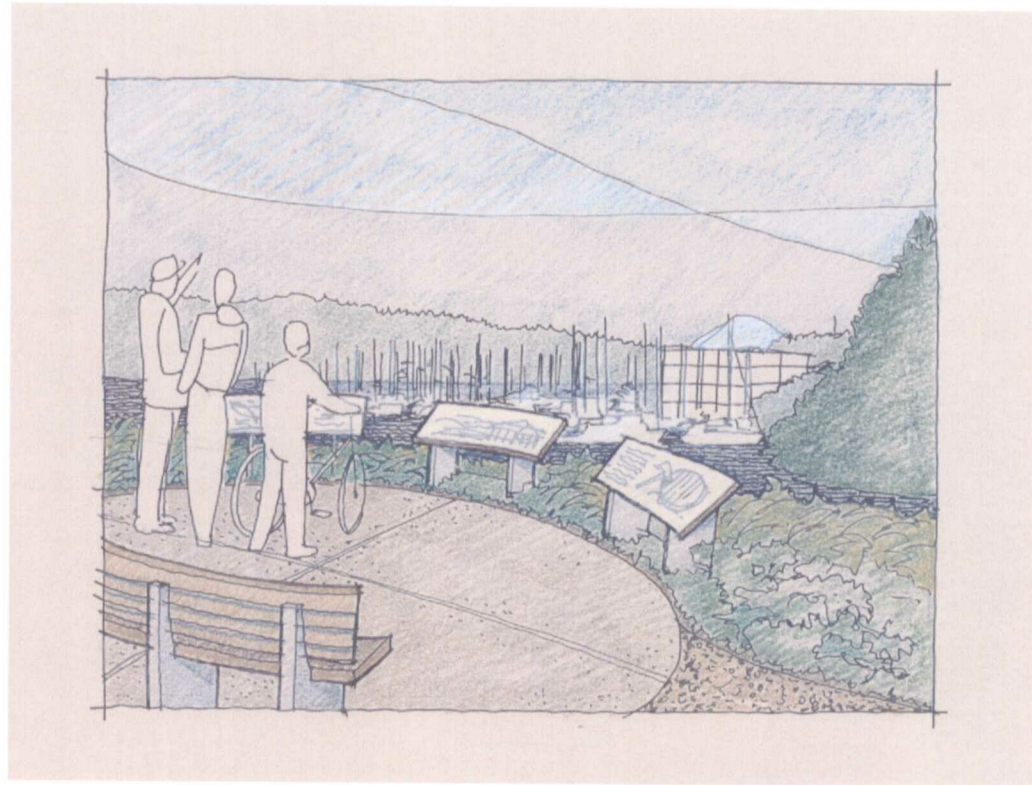
# Community Benefits

- Facilitate public access to the newly acquired Scofield estuary park, and the creation of a boardwalk along the waterfront, in keeping with public demand



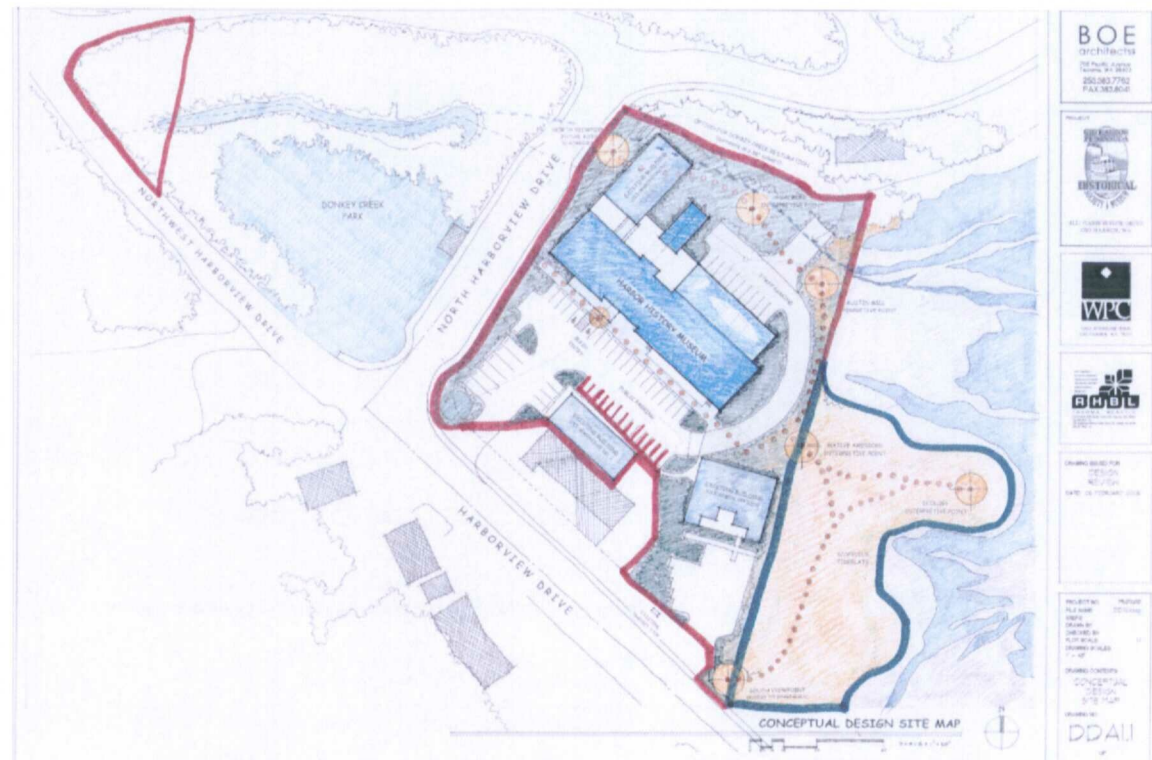
# Community Benefits

- Outdoor interpretive points highlighting Native American history, the Austin Mill, local ecology, and the history of Donkey Creek



# Community Benefits

- Entirety of Donkey Creek Park in public ownership
- Shared parking facilities for Harbor History Museum and Scofield Estuary Park
- Community corridor created



# Comparisons

Organization	Facility/land owned by:	Lease	Operating support
Fort Nisqually	Metro Parks Tacoma	Rent free	Operated by Metro Parks, separate 501c3 raises additional funds
Camp 6 Logging Museum	Metro Parks Tacoma	\$500/yr	
Working Waterfront Maritime Museum	City of Tacoma	\$1/yr	City pays for water, garbage and \$75/m electrical
Harold LeMay Museum	City of Tacoma	Gift	
Sumner Historical Society	City of Sumner	Rent free	Funded by Parks Dept.
Foothills Historical Society	City of Buckley	Small fee	City pays for light, heat, water, phone, repairs
Fife Historical Society	City of Fife	Rent free	Funds operations

Data result of survey of Heritage League of Pierce County member organizations

# Proposed public investment

## Easement and Portion of Donkey Creek acquisition:

- \$50,000 2006
- \$150,000 2007
- \$200,000 2008
- \$290,000 2009
- \$300,000 2010

## Maintenance and Operations:

- \$20,000 2008
- \$50,000 2009
- \$50,000 base adjusted upward according to CPI 2010-2012
  - M&O renewable every 5 years upon mutual agreement by both parties
  - M&O may take the form of cash, in-kind utilities, staff salary support, or direct support of other budget items.

# Leveraging other funds

- Society will apply for a Kresge Foundation grant in the amount of \$400,000-\$500,000
- Kresge funding will be a 5-1 challenge grant
- Need to have public funding pledged prior to Kresge application in October 2006



# Harbor History Museum

Gig Harbor Peninsula Historical Society  
4218 Harborview Drive  
Gig Harbor, WA. 98335  
253-858-6722  
253-853-4211  
[jennifer@gigharbormuseum.org](mailto:jennifer@gigharbormuseum.org)

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## 1. Executive Summary

The Gig Harbor Peninsula Historical Society and Museum is the premier cultural facility serving the greater Gig Harbor Peninsula. Committed to preserving and sharing the history of the greater Gig Harbor area, the Society has been the trusted custodian of family heirlooms and community archives since its founding in 1963. Drawing on the over 12,000 artifacts and photos in its collections, the Museum hosts engaging and informative exhibits that bring Gig Harbor history to life for area residents and visitors. A true community partner, the Society is as focused on what happens outside its museum walls, as what happens inside. Through educational outreach to our local schools, special events like the annual History Cruise, and partnerships with the City of Gig Harbor and the Chamber of Commerce that led to the creation of waterfront history markers throughout Gig Harbor, the Society ensures that it is not only a recorder of Gig Harbor history, but also an active participant.

The Museum's new waterfront location will offer Gig Harbor area residents and visitors a unique opportunity to connect - physically, emotionally and intellectually - to the people and events that made Gig Harbor what it is today. Located in the birthplace of Gig Harbor proper, the new Museum will provide tremendous new opportunities to experience our rich heritage through hands-on activities, interactive exhibits, and programs that bring the past to life. From experiencing classes in a pioneer schoolhouse in the restored Midway school, to working alongside master boatwrights to restore the 1925 *Shenandoah* fishing vessel, to learning about the Native American tribes that inhabited the area long before the white settlers came, museum guests will encounter new experiences with each visit.

To ensure the success of the capital campaign and the sustainability of the Museum once built, the Museum must maintain broad community support. The business plan calls for a variety of public programs and rotating exhibits designed to entertain as well as educate the local community on a continuing basis. Flexible classroom space will serve the community for public programs and meeting rooms and ensure that the museum is a vibrant community center for members and residents. The audiences for the new facility will include not only Gig Harbor families, seniors and schoolchildren, but also regional tourists, museum-goers, and scholars. This plan identifies the Museum's potential audiences and outlines strategies for successfully engaging and serving each market segment. The Museum will provide an important anchor for tourism in Gig Harbor, and consequently cooperative marketing efforts with the City of Gig Harbor, Chamber of Commerce, and Kitsap Visitor and Convention Bureau will be a high priority.

Projected attendance for the Museum is conservative, and based upon comparable institutions in the area, including the Westport Maritime Museum, the Working Waterfront Museum, and the Port Townsend Marine Science Center. It is anticipated that attendance will be high in year one, and then drop-off for a short time before gradually beginning to grow again. Attendance is also anticipated to be seasonal, with the majority of guests visiting June through September.

The projected budget for the museum shows primary reliance upon contributed income (donations), as is typical for organizations of our size and scope. Admission pricing for the Museum will promote accessibility over income generation. A museum store, workshops and other special programs will provide additional earned revenue. Rent from existing retail on the property will provide a stable stream of income to support sustainable operations. While the museum plans to vigorously pursue funding from local foundations for exhibits, programs, and educational outreach, foundation income is not reflected in the budget as it cannot be accurately anticipated.

The proposed operating budget calls for 4.5 staff for the new Museum, representing a moderate 45% increase over existing staffing levels. Volunteers will continue to play a major role in museum operations supporting visitor services, collections management, and fundraising.

The business plan that follows outlines the marketing and fundraising efforts necessary to support a successful history museum in Gig Harbor. To the greatest extent possible, financial projections are based upon data from comparable institutions or actual costs (stated in 2005 dollars), and all budgeting is zero-based. With broad community support and strong leadership, a dynamic history museum for our region is within our grasp.

## 1.1. Mission

The mission of the Gig Harbor Peninsula Historical Society and Museum is to create opportunities to experience the heritage of the greater Gig Harbor Peninsula. We do this by collecting, preserving and sharing this area's history.

## 1.2. Objectives

The Gig Harbor Peninsula Historical Society maintains a three year strategic plan. This plan is reviewed and updated at the annual board retreat and maintained by the executive director. For 2004-2006, the board and staff identified the following objectives for the museum:

### *Program Objectives*

- Expand educational outreach programming - reaching 1500 students in the 2004 school year and 2000 students in the 2005 school year
- Mount engaging, experiential, and relevant exhibitions
- Relocate and begin restoration of the Shenandoah fishing vessel, Midway School, and McInnis Sawmill, and design corresponding public programming

### *Capital Campaign Objectives*

- Revise capital campaign plan and begin quiet phase of campaign
- Recruit community members to serve on capital campaign committee
- Secure donations for capital campaign from individual, government, corporations and foundations

### *Financial Objectives*

- Create and implement a membership development and retention strategy designed to support organizational growth
  - Increase the number of individual members from 400 to 600 by the end of 2006
  - Retain existing members
  - Move existing members up in their giving level
  - Attract new high level members - 15 Benefactors and 20 Patrons by the end of 2004
  - Increase the number of business members from 54 to 75 in 2004
- Identify and apply for grants to support museum operations, programs and administration
  - Acquire grant support for 10% of organization budget
  - Develop relationships with local corporate and foundation grantmakers
- Increase the impact of annual fundraising events to support expanded operations

### *Community Objectives*

- Conduct a speaker's bureau focused on introducing the community to the GPHS mission, programs and volunteer and membership opportunities
- Strengthen ties with Peninsula School District administration and teachers
- Join local committees and boards focused on education, tourism, and community development

### *Volunteer Participation Objectives*

- Identify opportunities to utilize volunteers for each major museum project
- Promote volunteer opportunities through multiple communication channels, including the volunteer center, schools, word-of-mouth and the speaker's bureau
- Implement a dynamic volunteer training program based on best practices

### *Communications Objectives*

- Update the GPHS brand to better reflect our mission and vision
- Update website to better communicate mission, programs and organization needs
- Improve relationships with local media and promote coverage of GPHS activities

## **1.3. Keys to Success**

The Society will be successful in our effort to build a new museum facility if we are able to accomplish the following:

- Gain community recognition as a major cultural and tourism resource for the Peninsula
- Create a compelling vision of exhibitions and public programs that will motivate the community to provide financial and volunteer support
- Become a major civic priority
- Maximize the superior waterfront location
- Expand and maintain a committed group of highly motivated volunteers to guide the project in fundraising
- Quickly obtain 2-5 major gifts to set the fundraising for the project on solid footing

## 2. Organization Summary

Established as the Peninsula Historical Society in 1963, the Gig Harbor Peninsula Historical Society (GPHPS) began operating a museum in 1973 and was awarded 501(c)(3) tax-exempt non-profit status by the IRS in 1976. The Society is governed by a sixteen member board of directors comprised of business and community leaders who are elected on a staggered basis for two year terms. Our by-laws allow the board to expand to include additional members. Current board members include:

Walt Smith – President President, Active Construction Served: 2 years (253) 851-7937	(253) 851-8819
Richard Pifer – Vice President VP, Timberland Bank Served: 3 years (360) 598-5801	Cheri Johnson Second Vice Pres., Investments, Smith Barney Served: 2 years (253) 858-6200
Carol Gorman – Treasurer Community volunteer Served: 5 years (253) 851-1042	Lisa Tallman Associate Broker, First Western Properties Served: less than 1 year (253) 472-5504
John Holmaas – Secretary Associate Broker, Windermere Real Estate Served: 6 years (253) 851-0551	Jim Borgen VP, Lehigh Northwest Cement Company Served: less than 1 year (253) 851-1631
Linda McCowen Community volunteer Served: 3 years (253) 858-2411	Mark Caviness VP and Branch Manager, Kitsap Bank Gig Harbor Served: less than 1 year (253) 209-3061
Jeff Greene Founding Partner, Greene- Gassaway Architects Served: less than 1 year (253) 858-3283	Jan Vance Community volunteer Served: less than 1 year (253) 858-8489
Beth Perrow Co-owner, Inn at Gig Harbor Served: 3 years (253) 851-9309	Bob Sullivan K-12 arts educator and artist Served: less than 1 year (253) 857-4102
Jannae Mitton Jolibois Manager, First American Title Served: Less than 1 year (253) 851-1717	
Ron Robertson President, Aslan Asset Strategies LLC Served: 2 years	

## 2.1. Organization History

In 1963, three members of the local chapter of the American Association of University Women - Gail Reed, Jewel Holsinger and Esther Snowden - met as a study group to gather local Gig Harbor Peninsula history. Their enthusiasm for this project led them to decide to form a history club, open to all. The first meeting was held on February 18, 1964. Incorporation of the formal Peninsula Historical Society took place on June 3, 1970.

The Society's members soon realized the need to acquire a museum facility, where the public could come to learn more about the history of the harbor. Over the next 25 years, the Society occupied four locations, with each successive location being larger than the last. Museum locations included a small rented room in an office, the basement of City Hall, a small log cabin, the basement of St. Nicholas Church, and its current location, a converted log home leased from the City of Gig Harbor.

Over the years, the museum has professionalized its operations. Paid staff moved beyond the single permanent exhibit in 1998 to introduce 3-4 changing exhibits each year focused on various aspects of Gig Harbor history. The society acquired collections management software so that artifacts could be catalogued digitally, making the collections fully documented and searchable. In 2004, the Society began the process of digitizing its over 6,000 historical photos. Once completed, this project will ensure much greater access to this important resource by allowing staff and visitors to search our extensive photo archives by keyword or subject.

Since its origins in 1963, the museum has collected over 6,000 artifacts. In 2000, the museum received its largest artifact to-date, the 65-foot purse seiner *Shenandoah*. Other major artifacts donated to the Society include the Thunderbird Hull #1, the Midway School, and the Bud McInnis sawmill. These large artifacts, and the thousands of smaller ones, necessitate the museum's move to a much larger facility.

## 2.2. Past Performance

The Society is committed to maintaining a solid financial position. In 2004, the Society enjoyed a surplus of \$34,200, due primarily to a doubling of membership income from the previous year. Membership development and the cultivation of major donors remains a top priority for the Society.

The purchase of the new museum property was made in December 2004. The property was purchased for \$2.4 million - \$700,000 less than the appraised value of the property, thanks to the generosity of the Julian and Leslie Schmidtke. Favorable purchase terms allow the Society to already be generating income through rent on the property, while delaying payment on the bulk of the purchase price until the completion of the capital campaign in 2007.

<i>Financial Position as of 12/31/05</i>	
<b>Funding</b>	\$279,587
<b>Gross Margin</b>	\$12,915
<b>Gross Margin %</b>	4.62%
<b>Operating Expenses</b>	\$266,672
<b>Inventory Turnover</b>	66.67
<b>Balance Sheet</b>	
<b>Current Assets</b>	
Cash	\$269,141
Inventory	\$4,000
Other Current Assets	\$33,602
<b>Total Current Assets</b>	<b>\$306,743</b>
<b>Long-term Assets</b>	
Capital Assets	\$3,921,748
Accumulated Depreciation	\$27,334
<b>Total Long-term Assets</b>	<b>\$3,894,414</b>
<b>Total Assets</b>	<b>\$4,201,157</b>
<b>Current Liabilities</b>	
Accounts Payable	\$1,749
Current Borrowing	\$419,747
Other Current Liabilities	\$32,902
<b>Total Current Liabilities</b>	<b>\$454,398</b>
<b>Long-term Liabilities</b>	
<b>Total Liabilities</b>	<b>\$2,026,000</b>
<b>Paid-in Capital</b>	<b>\$1,990,043</b>
<b>Retained Earnings</b>	<b>(\$269,284)</b>
<b>Earnings</b>	<b>\$0</b>
<b>Total Capital</b>	<b>\$1,720,759</b>
<b>Total Capital and Liabilities</b>	<b>\$4,201,157</b>

## 3. Products and Services

The Gig Harbor Peninsula Historical Museum offers a wide variety of exhibits and public programs. Each program is designed to further the museum's mission of expanding opportunities to experience the heritage of the greater Gig Harbor Peninsula. Once opened, the new waterfront facility will offer significantly expanded capacity, both in terms of size and programs offerings. These include:



## Harbor History Museum

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### **Permanent Gallery**

The museum's permanent exhibition, *The Gig Harbor Peninsula*, provides a broad introduction to Peninsula history using artifacts, photographs, and interpretive text. The exhibit explores Gig Harbor's early pioneers and the major industries that have shaped Gig Harbor, including timber, fishing, boatbuilding, and commerce. Cultural elements of our heritage and community life are displayed focusing on civic and religious changes and the community development of such groups as the Scandinavians and Croations among various others. The contributions of noted organizations and individuals such as the Fortnightly Club and and community leaders such as Ryan and Thurston are also represented.

At the new waterfront location, the museum's permanent gallery will be almost four times greater than at the current location, with 1879 sq. ft. of exhibition space. The new permanent gallery will explore in greater depth the history of the Peninsula, including the history of the Native American peoples who inhabited the harbor prior to the influx of white settlers. Emphasis will be placed on providing engaging, interactive exhibits that immerse the visitor in the past - placing them on a fishing vessel at sea, inside a pioneer schoolhouse, or beneath a towering fir tree.

### **Changing Exhibition Gallery**

The changing exhibition gallery hosts 3-4 new exhibits every year. Each exhibit focuses on a particular aspect of local history. Exhibits for 2005 include: From Pen to Paper: Peninsula Journals, Top Hats and Corsets: The Clothing Collection, Antique Quilts, and Open for Business: The History of Commerce in the Harbor. Exhibits for 2006 include: Open for Business, carried over by popular demand, Northwest Treaty Trail: traveling exhibit from Washington State History Museum, "What can we do for fun today?": Activities local residents did for fun, and Captured Time, a traveling exhibit.

In addition to rotating exhibits on local history, the expanded changing exhibition gallery (976 sq. ft.) offered by the new museum will allow the Society to bring traveling exhibits to the harbor sponsored by the Smithsonian Institution, the Washington State Historical Society and other respected organizations. With exhibits that change every three to four months, we can ensure that the visitor experience remains fresh for our members and guests.

### **Resource Center**

The resource center holds a tremendous amount of information about local history, including books, periodicals, research files, and archival material from the collection. In addition, the museum has over 6,000 photos in its collections, most of which have been made available for reproduction by the public. The collections are catalogued and can be searched by subject. These resources are accessible to the public and are utilized by students, residents, businesses, organizations, and artists. At almost 1000 square feet, our new resource room will host much more than basic research. Computer kiosks will enable the visitor to access our collections and extensive photo archives online. A flexible design will allow the room to be used as a classroom for visiting schoolchildren, a meeting room for community organizations, and a workshop space for special events and lectures.

### **Educational Outreach**

The museum employs a teaching certified Education Coordinator whomakes classroom presentations on local history at area elementary schools on a regular basis. The educational outreach program strives to connect children to their community, their past, and each other through interactive, literary, and hands-on activities.

The waterfront location will introduce an important new component to the museum's educational outreach program. At the restored one-room Midway School, located on site, local schoolchildren will experience a half-day at a pioneer school, including lessons, recess and lunchtime. With educational curriculum developed by the museum, teachers will be empowered to teach local and regional history through an authentic recreation of the one-room school experience.

## **Traveling Exhibits**

Traveling exhibits are made available to schools and community groups. Currently available exhibits include *Peninsula Pioneers*, *Gig Harbor Commercial Fishermen*, *Steamboats on the Peninsula*, *Gig Harbor Boatbuilding*, and *Harbor Heritage: Scandinavia and Croatia*

## **Special Events**

Each year, the museum sponsors several special events, including an annual History Cruise along the old steamboat and ferry stops of southern Puget Sound, the Heritage Row across the Narrows, and the Basket Social dinner and auction.

## **Museum Store**

The museum store will be approximately 270 sq. ft and feature historical photos, books on local history, and old-fashioned games and toys, as well as Gig Harbor souvenirs.

## **Gig Harbor Waterfront History Walk**

This free publication provides a self-guided tour of historical sites and buildings along the Gig Harbor waterfront.

## **4. Market Analysis Summary**

As one of the only major cultural institutions in Gig Harbor that provides year-round programming, the Museum serves a wide variety of audiences, each with different motivations for being involved in the Museum's activities. In its early years, the Museum primarily served local residents, providing a resource for learning about local families and events, and a repository for artifacts of historical significance to the region. As the Museum has grown, however, and increased the quality of exhibits and programs offered, it has expanded its audience to include tourists and general museum-goers in the Puget Sound area. For example, from January 6 to February 19, 2005, the Museum hosted a traveling Smithsonian Institution exhibit. During the exhibit, the Museum had over 1,000 visitors hailing from locations as far away as Seattle, Bellevue, Everett and Olympia. With expanded collections, research, and exhibit space, the new waterfront location has the capacity to serve an even wider audience.

We predict that the Museum will receive approximately 7,500 visitors each year. This translates to roughly 3% of all tourist traffic in Gig Harbor, or 1 % of all audiences described below. This visitor projection is comparable with other regional museums.

### **4.1. Market Segmentation**

The Museum has identified eight market segments that will be the primary focus of marketing and communications efforts. These include:

**Local families** - With a service area that encompasses the greater Gig Harbor Peninsula, including Rosedale, Artondale, Purdy, Olalla, Crescent Valley and other outlying areas, the Museum serves a local population of approximately 66,000 people. Of that number, approximately 25% are families with children under eighteen years of age.

## Harbor History Museum

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**Schoolchildren from the Peninsula School District** - The Peninsula School District has sixteen schools serving approximately 8700 students. Children in grades 3-4 and 7 focus on local and state history as part of the Washington State Essential Academic Learning Requirements.

**Local seniors** - Approximately 10,500 individuals over age 65 live on the Gig Harbor Peninsula.

**Tourists** - In 2004, 13,763 people stopped in to the Gig Harbor Peninsula Area Chamber of Commerce to request tourism information. Since it is estimated that only about 5% of tourists utilize chambers of commerce, this number can be extrapolated to determine an approximate tourism level of 275,000 visitors per year for the area.

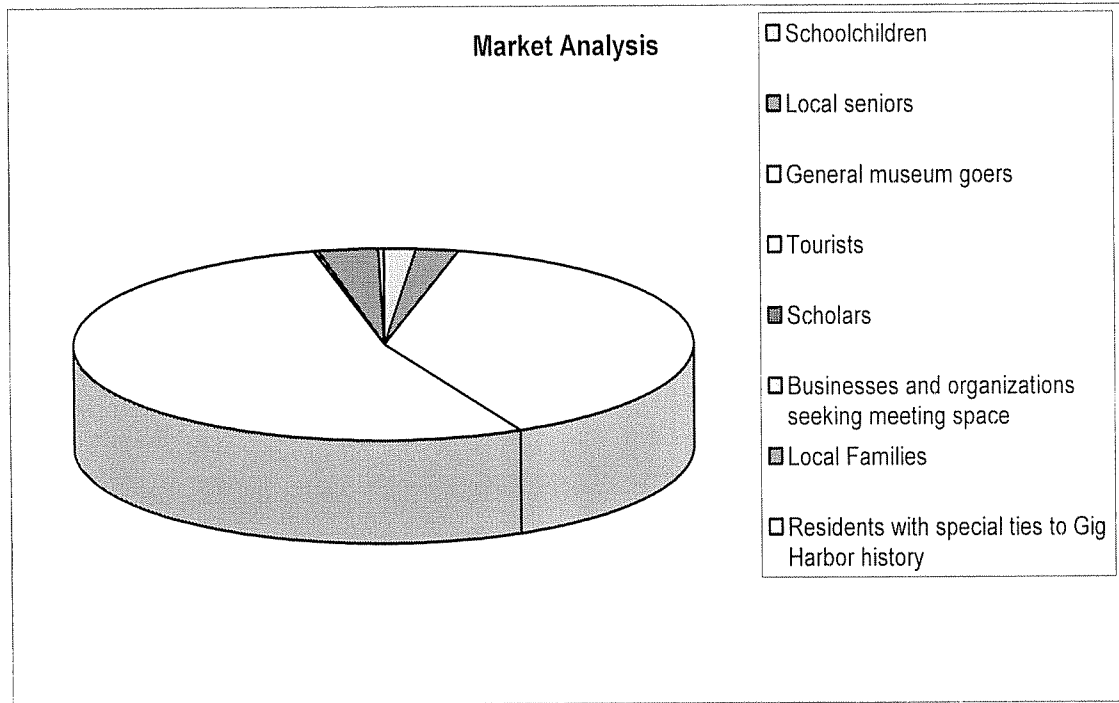
**Residents with special ties to Gig Harbor history - i.e. Descendants of pioneer families, commercial fishermen** - While statistically small, this market segment remains vitally important to the Museum. Families that have lived in the harbor for several generations are the primary source of artifacts and information for the museum. Local commercial fishermen and boatbuilders are experts on a significant time period in Gig Harbor history and are invaluable to the Museum for their guidance and assistance in restoration projects and collections management.

**General museum goers and cultural consumers in the region** - A 2004 survey by the Corporate Council for the Arts found that approximately 145,000 people visited heritage organizations in Pierce County in 2003.

**Scholars with an interest in local and regional history** - Local colleges include Olympic College, Tacoma Community College - Gig Harbor campus, Pacific Lutheran University, University of Puget Sound and the University of Washington - Tacoma campus.

**Businesses and organizations seeking meeting space** - A wide range of organizations require meeting and activity space in Gig Harbor, including business associations, service clubs, scouting organizations, and non-profit organizations representing the arts, environment and social services.

<i>Market Analysis</i>							
	Growth	2007	2008	2009	2010	2011	CAGR
Potential Customers							
Schoolchildren from the Peninsula School District	3%	8,717	8,979	9,248	9,525	9,811	3.00%
Local seniors	3%	10,500	10,815	11,139	11,473	11,817	3.00%
General museum goers and cultural consumers in the region	2%	200,000	204,000	208,080	212,242	216,487	2.00%
Tourists	2%	275,000	280,500	286,110	291,832	297,669	2.00%
Scholars with an interest in local and regional history	1%	500	503	506	509	512	0.59%
Businesses and organizations seeking meeting space at a low cost	1%	20	20	20	20	20	0.00%
Local Families	3%	16,500	16,995	17,505	18,030	18,571	3.00%
Residents with special ties to Gig Harbor history - i.e. descendants of pioneers, commercial fishermen	1%	1,000	1,010	1,020	1,030	1,040	0.99%
<b>Total</b>	<b>2.07%</b>	<b>512,237</b>	<b>522,822</b>	<b>533,628</b>	<b>544,661</b>	<b>555,927</b>	<b>2.07%</b>



#### 4.2. Target Market Segment Strategy

**Local families** - Local families will be targeted through direct mail, local and regional advertising, and a speaker's bureau. Special family-friendly weekend activities will be promoted, such as boat restoration demonstrations, Scandinavian art classes, and family tree workshops.

**Schoolchildren from the Peninsula School District** - Third and fourth graders in the Peninsula School District are required to study local and state history. Local history curriculum will be developed by the Museum in conjunction with local teachers to ensure its relevance and use in the classroom. Museum curriculum will promote hands-on, interactive learning while also supporting skills tested by the WASL such as reading, writing, and mathematics. Teachers will be provided in-classroom curriculum, access to "hands-on history" trunks, and museum based programs and tours.

**Local seniors** - It will be important for the Museum to continue to serve local seniors at its new location. Seniors will be targeted through direct mail, local advertising and a speaker's bureau. Volunteer opportunities will be expanded at the Museum, and senior volunteers will be approached through advertising at the Bogue Volunteer Center and through senior programs at local churches. The Museum will also offer daytime activities specially targeted at seniors, such as lectures and reading groups.

**Tourists** - A broad media presence will be an important aspect of marketing to tourists, as will marketing partnerships with the City of Gig Harbor, Kitsap Visitor and Convention Bureau, Pierce County Heritage League, and the Gig Harbor Peninsula Area Chamber of Commerce. Since 94 percent of tourists research their travel plans online, development of a strong web presence will also be a critical component of marketing to tourists.

**Residents with special ties to Gig Harbor history - i.e. Descendants of pioneer families, commercial fishermen** - While small in number, a target audience for the Museum will continue to be families that have lived in the harbor for several generations. This market will be engaged

through involvement in the development of exhibits and activities at the Museum. For example, local fishermen will be sought to lead skill demonstrations on net-mending.

**General museum goers and cultural consumers in the region** - Museum goers attend exhibitions and programs primarily as the result of media promotion and direct mail. Promotion of exhibits and programs through local media outlets will be an important aspect of marketing to the general cultural consumer. In order to attract museum-goers from outside our immediate area, the Museum will need to market itself as offering a unique cultural experience that cannot be found elsewhere.

**Scholars with an interest in local and regional history** - The Museum has the opportunity to significantly expand its research facilities at the new location. By 2007, the Museum's over 6,000 photographs will be fully digitized and searchable online, offering greater access than ever before to images of the early timber, fishing, and agricultural industries of this region. The Museum also plans to reach out to commercial fishing associations and offer to serve as a repository for important industry documents. Partnerships with local history associations, (such as the Pierce County Heritage League and the American Association of State and Local History) and with regional colleges, will be strengthened.

**Businesses and organizations seeking meeting space** - Given the dearth of meeting space in Gig Harbor, the Museum plans to make available its classroom for community use. Scouting organizations, service clubs, and non-profits representing the arts, environmental and social service communities will be contacted directly to support full utilization of this community space. Partnerships with the Chamber of Commerce and with museum business members will be used to educate local businesses about the availability of museum spaces for meetings and receptions.

### 4.3. Service Providers Analysis

The Gig Harbor Peninsula Historical Museum is the only organization of its type on the Gig Harbor Peninsula. While historical organizations exist on nearby Fox Island and on the Key Peninsula, these organizations lack paid staff and are unable provide the breadth of programs offered by the Gig Harbor Museum such as changing exhibits, special events, or educational outreach. Other cultural service providers in the Gig Harbor area include the Peninsula Art League, the Scandinavian Festival, and Encore and Paradise theatres. These organizations are limited in that they do not provide year-round activities, and/or must rely on outside groups for performance or exhibit space.

In a broader sense, the Museum's local competition lies not just with cultural organizations, but with all recreational activities such as boating, shopping, movies, or sports. However, on-the-water activities are generally limited to the summer and early fall when weather and tides are best, and Gig Harbor has limited options for tourists wishing to get on the water for an afternoon. In fact, recreational opportunities in general are lacking in the harbor, particularly for the day or weekend visitor. The Gig Harbor Chamber of Commerce tourism committee has identified the need to create a "critical mass" of activities for visitors to Gig Harbor that will serve to expand the average visit and encourage visitors from more distant locations.

From a more regional perspective, competitors for the Museum include the Washington State History Museum, Fort Nisqually Living History Museum, and the Working Waterfront Maritime Museum in Tacoma. The planned Northwest Maritime Center in Port Townsend (opening Fall 2006) is also a competitor in the regional cultural heritage market. Each of these attractions meets a specific interest: general state history, historical re-enactment, boatbuilding, and maritime culture. The Gig Harbor Museum will compete with these attractions by providing a broader cultural heritage experience - incorporating the history of early northwest pioneers, the timber and agricultural past of the region, as well as the boatbuilding and maritime heritage of the

harbor. The Gig Harbor Museum will also provide hands-on learning experiences at the Midway School and through the on-site restoration of the 65-foot purse seiner Shenandoah.

Given the paucity of activities available to visitors of Gig Harbor, we feel strongly that once visitors arrive in Gig Harbor, the Museum will be a top attraction. The challenge will be in attracting visitors to Gig Harbor in general, as opposed to Tacoma or Seattle, which offer a more diverse array of cultural experiences. It will be important for the Museum to work with local and regional tourism agencies to promote visitorship to the area in general and the Museum in particular.

With regard to local residents, the opening of the 2nd Narrows Bridge and the introduction of tolls may provide an incentive for families to pursue cultural attractions on this side of the bridge, giving the Museum a competitive advantage over Tacoma attractions.

### **4.3.1. Alternatives and Usage Patterns**

There are several trends in tourism today that will impact the Gig Harbor Museum. These include:

#### **Cultural/Heritage Tourism**

Cultural tourism is the fastest growing segment in the tourism industry today. In fact, 81% of US adults who took a trip 50+ miles away from home in 2003 participated in some form of cultural/heritage tourism. Designed to take visitors beyond gift shops and amusement parks, cultural tourism attractions connect visitors to a community's soul - its history, arts, and environment. Baby Boomers (ages 35-54) are most likely to engage in cultural tourism, while individuals ages 18-34 are also likely to seek out cultural tourism opportunities. The most successful cultural tourism attractions provide opportunities for experiential, hands-on learning. Also important is a focus on storytelling, as opposed to the simple display of artifacts and information.

Gig Harbor has developed the capacity to attract cultural/heritage tourists in the past few years through its preservation of several historic properties, including the Skansie Home, Eddon Boatyard, Wilkinson Farm, and Midway School. If properly restored and made available for public viewing, these properties could become a major draw for tourists looking for authentic heritage experiences. Representing Gig Harbor's commercial fishing, boatbuilding, and agricultural heritage, these properties can become the staging grounds for informative, interactive heritage experiences. The Society and the City of Gig Harbor are working closely together, along with elected and represented citizens committees, to develop restoration plans for these properties. The combination of these properties and the new Museum offer an exciting vision for tourism in Gig Harbor.

#### **The Internet**

68% of all households have access to the internet, and of these, 94% use the internet as their primary travel resource. This means that maintaining an informative and attractive website must be a top priority. Advertising must drive visitors to the website, and all information on the site must be easily downloadable.

#### **Critical Mass**

Tourism experts agree that critical mass is one of the most important elements of a successful tourism program. Critical mass is achieved when an area has sufficient shops, restaurants, and activities to attract tourists for a full day or overnight. In general - the rule is that there must be three hours of activities available for every hour of driving time

necessary to get to the location. Establishing a critical mass of activities in Gig Harbor is a top priority. We feel that the new Museum will provide the tourism anchor necessary to achieve critical mass for Gig Harbor and invigorate its tourism industry.

### 5. Strategy and Implementation Summary

The success strategy for the new Harbor History Museum taps into the emerging recognition by the residents of the greater Gig Harbor area that preserving our unique heritage should be a major civic and community priority. Recent support for city purchase of the Eddon Boatyard demonstrates an overwhelming community desire to preserve and protect our rich heritage. The new Museum offers an opportunity to both further protect and celebrate our history through the creation of a major cultural institution designed to tell the story of the Gig Harbor Peninsula through immersive, hands-on experiences. No other organization has greater experience or capacity to carry out this important task than the Gig Harbor Historical Society.

#### 5.1. Competitive Edge

The Museum will be the Gig Harbor area's first and only major cultural facility. As such, we will have the ability to offer residents and visitors the kinds of high quality, engaging programs and exhibits that have previously only been available across the Narrows Bridge. We will be the anchor for our community, providing a vibrant center for exploring our evolving cultural heritage and a welcoming gathering place at the heart of the harbor where residents and visitors can finally connect - with our maritime heritage, the harbor itself, and each other.

In order to succeed, the museum will need to exploit its competitive edge. Our competitive factors include:

- The Museum will have something for everyone - schoolchildren, seniors, families and tourists
- With hands-on components and opportunities for active participation, the Museum will combine entertainment with education
- The Museum will be located on the waterfront in a picturesque and highly visible location
- The Museum will present the unique opportunity to witness and participate in the restoration of the historic *Shenandoah* fishing vessel
- The Museum will have the capacity to partner with major cultural and educational institutions regionally and nationally to develop its programs (The Smithsonian Institutes, Humanities Washington, Coastal Heritage Alliance, University of Washington)

#### 5.2. Marketing Strategy

Our marketing strategy will depend on positioning the museum as the cultural center of the community.

##### **Positioning Statement**

*A New Place in Time*

The Harbor History Museum won't be your typical local history museum. It will offer interactive, hands-on exhibits and programs that engage the visitor and immerse them in Gig Harbor's

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cultural heritage. Located on the waterfront in downtown Gig Harbor, the Museum will connect visitors to Gig Harbor's past through on-site restoration of the 65-foot fishing vessel *Shenandoah*, classes in the restored 1893 Midway School, and exhibits that explore the lives of Gig Harbor's early Native American inhabitants and European settlers. With public walking trails around the facility and meeting space for community groups, the Museum will truly be a community asset.

### **Pricing Strategy**

Accessibility will be key for the Gig Harbor Museum. Admission fees, program fees and rental rates will be set to encourage participation by all kinds of visitors - local families, seniors, tourists, etc. Members will be given special discounts on program fees and museum purchases, and admission will be free to all members. In addition, the multi-purpose classroom will be available for free for use by community groups during normal operating hours (when not in use for museum programs). We feel strongly that the Museum should be a resource for the entire community, and consequently user fees will not be a significant source of income for the Museum.

Admission prices will be:

\$3.00 adults  
\$2.00 children 13+  
\$2.00 Seniors  
\$1.00 Children 12 and under

Comparables for these prices are:

- Westport Maritime Museum: \$3.00 adults, \$1.00 youth
- Port Townsend Marine Science Center: \$5.00 adults, \$3.00 youth
- Working Waterfront Museum: \$3.00 adults, \$2.00 youth

### **Promotion Strategy**

The Museum will engage in year-round promotional efforts. Promotional efforts will comprise approximately 13 percent of the total museum budget. Whenever possible, in-kind support will be sought, through partnerships with other organizations and donated services. Promotions will be targeted at two distinct groups: local residents and tourists.

**Local** promotional efforts will include:

- A newsletter distributed bi-monthly to all Museum members and recent museum guests
- Press releases to local media, including the Peninsula Gateway and Tacoma News Tribune
- Posters and brochures in local businesses and other prominent locations around town
- Partnerships with the Peninsula School District to publicize Museum programs through their internal publications
- A speaker's bureau led by the Executive Director for outreach to local service clubs, church groups, and other association
- Direct mail to targeted audiences (i.e. seniors, families) to publicize specific programs

For local marketing, the Museum will promote itself as a center of activity in Gig Harbor, where families and individuals can come to connect with and learn about their culture and community heritage. Weekend events and restoration activities will be promoted to encourage frequent visits (and therefore membership) by local residents.



Promotional efforts designed to reach **tourists** will include:

- Press releases to regional media, including: The Tacoma News Tribune, Bremerton Sun, Port Orchard Independent, Seattle Times, Seattle Post-Intelligencer, Puget Sound Parent Magazine, Ethnic Heritage Council Newsletter, 48 Degrees North, KCTS Magazine, Marine Digest, Northwest Yachting Magazine, Puget Sound Journey, Seattle Magazine, Senior Scene, KIRO-AM, KOMO-AM, KMTT, and KPLU and KUOW-FM. National magazines such as Coastal Living will also be targeted for free promotion through articles
- Paid advertising in regional media (listed above)
- Brochures distributed at select tourist sites, the Washington State Ferries, local and regional hotels, and other locations
- Membership and participation in the Kitsap Regional Visitors and Convention Bureau
- Partnerships with the City of Gig Harbor marketing office and the Gig Harbor Chamber of Commerce
- Website maintained by the Museum , and through partnerships with other web portals such as the Chamber of Commerce, City of Gig Harbor, Kitsap VCB, and Gig Harbor Online
- Purchase of highway signage on Hwy 16

Regional marketing programs will take advantage of the growing interest in cultural tourism and promote the Museum as an interactive, educational cultural experience in a beautiful maritime setting. The Museum will also work with the local Chamber of Commerce and the City of Gig Harbor to create special promotions incorporating museum visits with special lodging rates and other activities in Gig Harbor.

### **Strategic Alliances**

The Gig Harbor Museum maintains cooperative relationships with many local organizations and businesses. These partnerships benefit both the Museum and its partners by expanding audiences for both, providing alternative funding sources for the Museum, and providing marketing outlets for the Museum that are often free. Our local partners include but are not limited to:

- 54 local business members
- The City of Gig Harbor
- Peninsula Art League
- Gig Harbor Peninsula Area Chamber of Commerce
- Local service clubs – Rotary, Lion's, Kiwanis
- Washington State Historical Society
- Pierce County Heritage League
- Coastal Heritage Alliance
- Humanities Washington
- Tacoma Community College - Gig Harbor campus

### **5.3. Fundraising Strategy**

The Museum is committed to sustainable operations through balanced budgets. Our fundraising strategy will target both earned and contributed income.

Earned income will be derived from admissions receipts, museum store sales, rental of the multi-purpose classroom, and public programs such as workshops and lectures. Of these, admission receipts will provide the most significant source of income, based on an estimated 7,500 visitors to the museum in our first year. However, because our goal is to create a community center that is

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above all **accessible** to visitors and residents, our fee schedule for admissions, rentals and programs will be highly affordable and designed to promote visitorship and learning, not high profit margins. Program and rental fees will be consistent with sustainability, not profitability.

The Museum will vigorously pursue multiple sources of contributed income. We will strive to enroll 750 charter members in our first year of operation at the new facility. In addition, contributed income will be pursued through special events, direct mail campaigns, board giving, and solicitation of major gifts. The Museum will institute a planned giving program, and establish a relationship with the Greater Tacoma Community Foundation in order to facilitate such gifts. Finally, corporate and foundation grants will be pursued when appropriate to support public programs, exhibit design and construction, and ongoing operations.

The Museum will have a staff person dedicated to fundraising for the organization. In addition, the Museum's board of directors will be expected to support development efforts by connecting staff with potential individual and corporate donors, and participating directly in the solicitation of major gifts.

The Museum will continue its tradition of using memorial gifts and receipts from the sale of historical photos for the ongoing care and maintenance of our collections.

### 5.3.1. Funding Forecast

<i>Funding Forecast</i>					
	2008	2009	2010	2011	2012
<b>Funding</b>					
Admissions	\$16,031	\$14,428	\$14,717	\$15,011	\$15,311
Museum Store	\$15,000	\$13,500	\$13,770	\$14,045	\$14,326
Photograph Sales/Licensing	\$7,800	\$7,956	\$8,115	\$8,277	\$8,443
Space Rental	\$3,327	\$3,394	\$3,462	\$3,531	\$3,602
Public Programs	\$4,800	\$4,920	\$5,166	\$5,424	\$5,695
Education Programs	\$0	\$970	\$1,000	\$1,030	\$1,061
Membership	\$75,000	\$78,750	\$82,687	\$86,822	\$91,163
Annual Fund	\$115,750	\$126,745	\$139,034	\$152,247	\$167,414
Foundations	\$3,000	\$3,000	\$3,000	\$3,000	\$3,000
Corporations	\$5,000	\$5,125	\$5,381	\$5,650	\$5,932
Major Gifts	\$15,000	\$30,000	\$31,500	\$33,075	\$34,729
Memorial Gifts	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000
Property Rental	\$71,736	\$86,083	\$84,745	\$86,440	\$88,168
Government Support	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Planned Gifts	\$0	\$0	\$0	\$0	\$0
<b>Total Funding</b>	<b>\$386,444</b>	<b>\$428,871</b>	<b>\$446,577</b>	<b>\$468,552</b>	<b>\$492,844</b>
<b>Direct Cost of Funding</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Museum Store	\$10,126	\$9,081	\$9,353	\$9,633	\$9,922
Photograph Sales/Licensing	\$5,148	\$5,199	\$5,302	\$5,408	\$5,516
Education Programs	\$53	\$50	\$50	\$50	\$50
Membership	\$995	\$1,030	\$1,060	\$1,092	\$1,125
Rental Property	\$12,000	\$12,500	\$13,000	\$13,500	\$14,000
Planned Gifts	\$3,500	\$0	\$0	\$3,500	\$0
<b>Subtotal Cost of Funding</b>	<b>\$31,822</b>	<b>\$27,860</b>	<b>\$28,765</b>	<b>\$33,183</b>	<b>\$30,613</b>



## 6. Web Plan Summary

The Gig Harbor Museum website will be a primary promotional tool. All print materials will drive traffic to the website. The website will feature current and future exhibits and programs at the Museum, as well as stand-alone on-line exhibits. Program schedules and special events will be advertised on the website, with online ticket sales and donation services available.

In addition to information about current exhibits, the website will have an online store featuring the Museum's collection of historical photos. Photos will be available for download as TIF files, or available in print by order. Photos will be catalogued by subject and date, and will therefore also provide enhanced research capabilities for our web guests.

The website will be linked to several other regional portals such as the websites maintained by the City of Gig Harbor, the Gig Harbor Peninsula Chamber of Commerce and the Kitsap Visitors and Convention Bureau. Key words will be purchased to drive traffic to the website, such as "Gig Harbor history" and "maritime history".

The website will be reviewed and maintained on a bi-weekly basis by the PR/Development Director.

## 7. Management Summary

The Museum is governed by a volunteer board of committed community members representing a wide variety of backgrounds. It is the duty of the board of trustees to hire, support, and supervise the Executive Director, to ensure adequate resources for the Museum, and to guide organizational planning. The board operates according to a strict code of ethics, including a conflict-of-interest policy. A finance committee of the board directs financial policy for the organization.

Walt Smith, Board President, has served on the board for over two years. He is the past Peninsula School District President and Gig Harbor Chamber of Commerce Vice President. In 2005, Walt was the recipient of the Rotary Citizen of the Year award. He is the former owner of Active Construction and a longtime resident of the Peninsula.

Jennifer Kilmer, the Executive Director, directs the day-to-day operations of the Museum. She is responsible for hiring and supervising staff, monitoring the budget and fundraising activities, and overseeing museum programs and activities. Jennifer received her B.A. from Wellesley College and a Master's degree from Oxford University. Prior to serving as director of the Museum, Jennifer worked for the Paul G. Allen Foundations in Seattle.

### 7.1. Personnel Plan

The personnel needs of the museum will be:

1. An executive director - Full time
2. A curator - Full time
3. A PR / development director - Full time
4. A director of education and public programs - Half-time 2007-2008, 3/4 time in 2009
5. A receptionist - Full time or two part-time

The Shenandoah restoration project will require a master shipwright. This position will be contractual, however, and will be supported based on the level of grant funding received for the project. Depending upon the demand, there may be a need after opening to hire a part-time facilities manager to handle space rentals, facility maintenance, and volunteer staffing. As the facility grows, there may also be a need to split public relations and development into two full-

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time positions. Financial management will be provided by the executive director, a board finance committee, and a CPA firm.

Volunteers will be utilized to support each staff position. Volunteers will serve as docents in the galleries and provide collections and exhibit preparation support. Volunteers will also be utilized to support public relations, marketing, and outreach efforts.

Comparables for staffing include:

Working Waterfront Museum: Full time - Executive Director, Development Director, administrative assistant; 3/4 time - Museum administrator (These positions are planned for their expanded museum facility)

White River Valley Museum: Executive Director, Curator of Collections, Curator of Education, Visitor and Facilities Coordinator, Bookkeeper and Administrative Assistant

Port Townsend Marine Science Center: Executive Director, Aquarist/Educator, Natural History Educator, Volunteer Coordinator, Bookkeeper, Marketing/Promotion, Administrative Assistant, Maintenance director

<i>Personnel Plan</i>					
	2007	2008	2009	2010	2011
Executive Director	\$52,000	\$52,000	\$53,500	\$55,100	\$56,750
Curator	\$40,000	\$40,000	\$41,200	\$42,450	\$43,725
Development/PR Director	\$40,000	\$40,000	\$41,200	\$42,450	\$43,725
Director of Education and Public Programs	\$20,000	\$20,000	\$30,000	\$30,000	\$30,900
Receptionist/Administrative Assistant	\$28,000	\$28,840	\$30,282	\$31,796	\$33,385
Total People	5	5	5	5	5
Total Payroll	\$180,000	\$180,840	\$196,182	\$201,796	\$208,485

## 8. Financial Plan

### 8.1. Important Assumptions

The museum will be open in January of 2008. The assumptions below reflect a full year of operations in the new facility.

The Funding Forecast and Operating Budget are based on the following assumptions:

#### **Earned Income**

##### Admission

7500 total admission first year

Admission fees: \$3.00 adults

\$2.00 children 13+ and Seniors

\$1.00 Children 12 and under

10% of admissions are members

50% adults = \$10,125

25% seniors = \$3375

12.5% children 13+ = \$1687.50

12.5% children 12 and under = \$843.75

Total Year One: \$16,031.25

10% drop after year 1, then 2% increase each year

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### Comparables

- Westport Maritime Museum: 8,000/yr
- Port Townsend Marine Science Center: 30,000/yr
- Working Waterfront Museum: 5200/yr

### Museum Store

270 square feet of gift shop space

AAM shows average income for museum stores 300 square feet in size is \$19,300 (in 2003).

Adjusted downward – lower sales than arts related facilities

Estimated Gross income: \$15,000

10% drop after year one (based on drop in attendance)

2% growth each year following

### Photograph Sales

Gross \$6240 in 2004

Estimate a 25% increase in demand (primarily walk in traffic).

\$7800 gross in year one

2% growth each year

### Space Rental

12 hours available for rental per day (9am-9pm)

7 hours during normal operations, 5 hours outside of normal operations

Open 242 days per year

Total available fee rental hours per year = 1,210

Rental space is free during normal operating hours

After hours rental rate - \$25/hr for non-profit organizations

\$35/hr for all other organizations

Assume rental rate of 10% in year one, with 75% non-profit and 25% for-profit = \$3327.50

2% growth each year

### Public Programs

A variety of public programs will be offered, ranging in cost from free to \$50. These programs will include lectures, workshops, and children's activities.

Programs will average 2 per month in the first year.

Attendance goals will be 20 people per program, with an average fee of \$10 per person.

Growth of 5% each year.

### Education Programs

In year one, school tours will remain free of charge. Teachers and schools will be informed that beginning in year two a charge will be in place of \$1.00 per student.

There are 8,717 children in the Peninsula School District, and that number is growing at a rate of 3% each year. In addition, there hundreds of children who attend private school or are home-schooled, bringing the number closer to 9,000 school-age children.

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In the first year, the Museum will tour 670 children. This number is approximately the total number of children in grade 4, which is the grade in which Washington State history is studied. We expect school tour numbers to grow at the rate of the general school population – 3%.

Traveling trunks will be rented for \$25/week.  
During year one, traveling trunks will be rented for 12 weeks = \$300

Comparables: Fort Nisqually charges \$3.50 per student  
Washington State History Museum charges \$5.00 per student  
Tacoma Art Museum charges approx. \$3.00 per student

Washington State History Museum charges \$25/week for traveling trunks  
Fort Nisqually charges \$25/week for traveling trunks

### Membership

In its first year, the Museum will aim to sell 750 Charter Memberships. Approximately 300 of these will be at the Family level of \$60.

Memberships range from \$35 to \$5,000. The average membership is currently \$150.

We anticipate that membership revenue will increase at 5% per year.

## **Contributed Income**

### Annual Fund

The annual fund will include income received through special events, direct mail, and the board campaign. Considering the recent capital campaign, it is anticipated many supporters will satisfy their capital pledges by 2009. Therefore, many will contribute to the direct mail and board campaigns at a lower level until their pledges are fulfilled.

### *Special Events*

Basket Social – This event takes place in October at Canterwood Country Club. It is a dinner and auction. The net income for the event will be \$42,500. The income will increase by 15% per year.

History Cruise – This event takes place each April. It is a cruise around Puget Sound following the stops of the steamboats and ferries of the area. The boat holds approximately 170 people. Tickets are \$50 for members and \$60 for non-members. Net income in 2008 will be \$9350.

Heritage Row – This event takes place each September. It is a group row across the Tacoma Narrows, with food and music in Skansie Brothers Park following. Net income from this event will be \$2000 (including entries and sponsorship) and will increase at a rate of 1% each year.

### *Direct Mail*

Individuals will be approached for donations through a direct mail annual fund campaign beginning in September and running through March of the following year. In 2004, the annual fund campaign brought in approximately \$47,000. We estimate that in year one, the annual fund will bring in \$47,000, and grow at a rate of 5% each following year.

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All membership mailings will also include remit envelopes to support ongoing donations. We estimate that general donations of \$7,000 will be made in year one, with a growth rate of 5% each following year.

### *Board Campaign*

Board members will be solicited for donations each year during the annual fund. With a board of sixteen members, we anticipate income from the board campaign of \$7,900 in year one, with a growth rate of 15% each following year.

### Foundations

Foundation gifts will be based on perceived community benefit and alignment with foundation funding priorities.

Historically, the museum has received approximately \$3,000 annually.

### Corporations

Corporate gifts will be based on perceived community benefit and alignment with corporate goals in the Gig Harbor community.

Corporate contributions in the form of memberships and event sponsorships are factored into income estimates for those categories described above.

We estimate corporate giving for support of exhibits, educational outreach, and public programs at the level of \$5000 per year, increasing at a rate of 5% each year after that.

### Major Gifts

Upon completion of the capital campaign, the museum will have established a pool of at least 75 major donors. Once those donor have satisfied their capital pledges, we anticipate that they will continue to support the museum through pledges of at least \$500 each year. These major contributions will be solicited through personal contacts by board and staff members, above and beyond annual fund and other direct mail campaigns.

We anticipate income from major gifts of \$15,000 in year one and doubling the following year (based on satisfaction of outstanding capital pledges), with a 5% increase each subsequent year.

### Memorial Gifts

Memorial gifts are made to the organization to honor the passing of an individual who cared strongly about the Museum, or who contributed significantly to the Gig Harbor community. Memorial gifts are assigned to the Collections Fund, which is used to care for the Museum's artifacts and archives. On average, we expect to receive \$4,000 per year through memorial gifts.

### Rental Property

The museum will receive income from 3 rental properties that currently hold retail businesses. Income each month will be \$5978.

### Government Support

The museum can expect to receive approximately \$50,000 in maintenance and operating support from the City of Gig Harbor. Plus support in the form of in-kind marketing services.



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### Planned Gifts

The Museum will establish a gift acceptance policy outlining how planned gifts are accepted and valued and will establish a relationship with the Greater Tacoma Community Foundation to facilitate receipt of planned gifts. The Museum will also create a planned giving brochure that will be distributed to all members and individuals 70 years and older in the Gig Harbor area. Additionally, local estate attorneys and financial advisors will be made aware of this program.

### **Cost of Funding**

#### Admissions

These costs are reflected under general operating expenses.

#### Museum Store

Mark-up is 35% on items sold in the museum store. Total cost of goods sold for year one is estimated at \$8500.

Store supplies include cash register (\$1100) and pricing supplies (\$250).

Credit card processing fees of 2.3% = \$276

Estimate cost of goods sold increase of 3% each year.

#### Photograph Sales/Licensing

Costs of photo reproduction = approximately 2/3 of sale price = \$5148.

Estimated increase in reproduction costs of 2%.

#### Space Rental

These costs are covered under general operating costs.

#### Public Programs

These costs are covered under general operating costs.

#### Education Programs

Maintenance of the travel trunks, including replacement of lost or broken items will cost approximately \$50 each year.

#### Membership

Members at higher than basic levels receive framed historic photos. Photos range in cost from \$2.75 to \$13.00 and are matted.

Estimated cost for 2008 = \$995

Estimated increase of 2% each year after year one

## Harbor History Museum

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### Annual Fund, Foundations, Corporations, Major Gifts and Memorial Gifts

These costs are covered under general operating costs

### Rental Property

Estimated utilities and management fees of \$1000 per month

### Planned Gifts

Design and printing of planned gifts brochure = \$3,500

Re-print in three years = \$3,500

### **Operating Expenses - Assumptions**

#### Payroll

- Executive director – full time - \$52,000
- Curator – full time - \$40,000
- PR/Development director – full time - \$40,000
- Director of education/public programs – part time - \$20,000
- Administrative assistant/front desk – full time - \$28,000

Total: \$180,000

#### Marketing

- Ads in Gateway and TNT 3 times each year -  $\$1650 + 600 = \$1950$
- ad on Kitsap CVB website = \$100
- ad in Kitsap regional tourism guide - \$525
- design and printing of annual rack card brochure of programs - \$3500
- press packets to 15 regional media outlets four times a year - \$300
- direct mail to 750 members 3 times each year - \$500
- newsletter sent bimonthly to museum members and recent guests (1000) = \$3000 printing + \$1000 postage = \$4000
- Special event rack card design and printing – City of GH - \$2000
- Inclusion in GH guide – City of GH - \$1000
- Highway signage - \$700
- Posters in GH for exhibits/programs - \$100
- Keyword purchase - \$100

Total: \$21,375

#### Depreciation

Based on 3 rental properties

Total: \$27,324.01

#### Utilities

Based on 12,500 square feet

## Harbor History Museum

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- Gas/Electric - \$1185 monthly
  - Comparable – Current (Mean's ornamental and Beach Basket) = \$965
- Garbage - \$45
- Water/Sewer - \$175 bi-monthly
  - Comparable – Gig Harbor Civic Center - \$180 bi-monthly
- Security System - \$25 monthly

Total: \$16,110

### Insurance

- Directors and Officers Insurance - \$1750
- Main package – liability and property - \$5500

Total: \$7,250

### Payroll Burden

- Benefits = 20% of income
- Labor and Industries - \$2500

Total: \$32,000

### Fundraising

- 2 cultivation events -  $\$1750 \times 2 = \$3500$
- Cultivation gifts to top 150 donors = \$2000
- 6 direct mailings to members and recent visitors –  $1000 = \$1595 \text{ postage} + \$500 = \$2095$
- Travel to meetings with foundations/corporations - \$100
- Design and printing of annual fund brochure - \$1800
- Design and printing of membership brochure - \$1800

Total = \$11,295

### Administration

- Travel to meetings and conferences in the region - \$1500
- Postage and photocopying - \$1000
- Dues, Meetings, Conferences –
  - Chamber of Commerce - \$50
  - Pierce County Heritage League - \$15
  - Kitsap County CVB - \$75
  - American Association of Museums - \$300
  - American Association of State and Local History - \$75
  - AASLH Conference - \$500
  - Western Museums Association Conference - \$250
- Office supplies - \$2500
- Telephone -  $\$200/\text{month} \times 12 = \$2400$

Total: \$8650

### Technology

- Website maintenance/updates - \$150
- Software upgrades/purchases - \$750
- Computer and printer replacement – every 3 years = due 2010 = \$7500

## Harbor History Museum

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- Computer/copier maintenance = \$300

Total: \$8,700

### Maintenance and Grounds

- Groundskeeping - \$1200
- Cleaning services - \$1200
- Building supplies (light bulbs, toilet paper, etc.) - \$1500

Total: \$3900

### Exhibit design and construction

- Maintenance of permanent exhibit - \$2 per square foot = \$4000
- 3 temporary exhibits each year -\$5 per square foot = \$15,000

Total: \$19,000

### Education

- Teacher's workshop = \$300
- 3 mailings to local educators - \$125
- Printing of curriculum materials - \$350
- School exhibit maintenance - \$100

Total: \$875

### Public Programs

- 24 public programs (2 each month)
  - 6 guest lectures -  $\$200 \times 6 = \$1200$
  - 6 workshops -  $\$200 \times 6 = \$1200$
  - 6 craft/restoration demonstrations -  $\$100 \times 6 = \$600$
  - 6 misc. - \$600
- Shadowing the masters – restoration program - \$1000

Total: \$4,600

### Collections

- Collections management supplies - \$4000

### Library/Archives

- Book purchases - \$300
- Magazine subscriptions - \$150
- Photocopying - \$100

Total: \$550

### Rental Property – Management

Management fees of \$200 per month

### Travel

## Harbor History Museum

- Travel to 2-3 conferences - \$1500 (one out of state, two local)

### Taxes

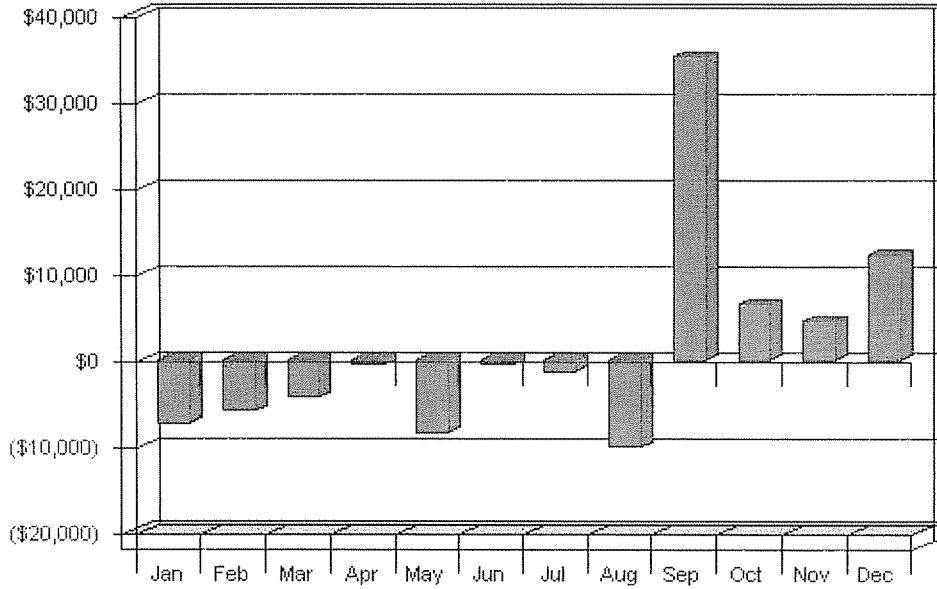
- sales tax - \$22,800 in sales x 8.4% = \$1915.20
- B&O tax - \$50 (for room rentals)

## 8.2. Projected Surplus or Deficit

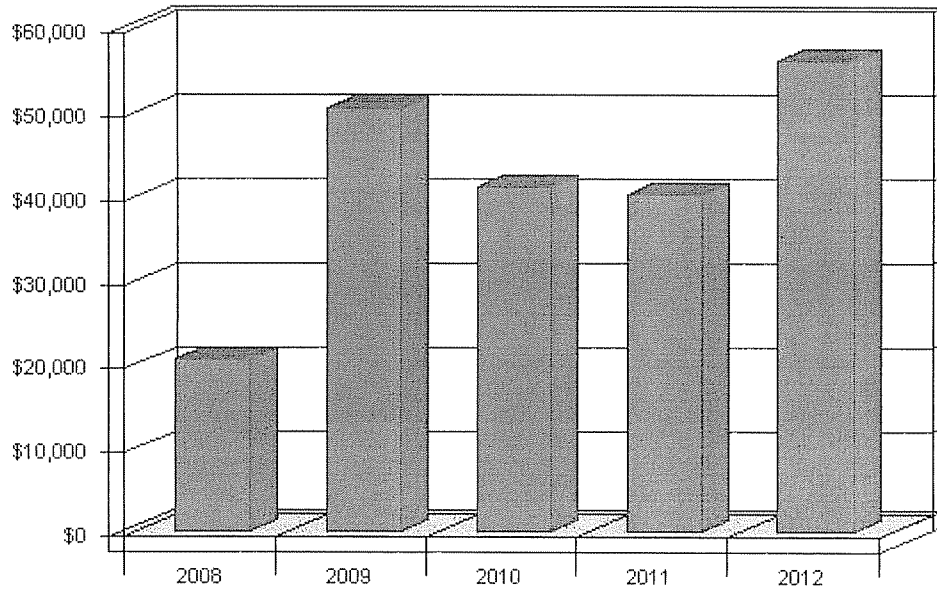
<i>Surplus and Deficit</i>					
	2008	2009	2010	2011	2012
<b>Funding</b>	\$386,444	\$428,871	\$446,577	\$468,552	\$492,844
<b>Direct Cost</b>	\$31,822	\$27,860	\$28,765	\$33,183	\$30,613
<b>Other Costs of Goods</b>	\$0	\$0	\$0	\$0	\$0
<b>Total Direct Cost</b>	\$31,822	\$27,860	\$28,765	\$33,183	\$30,613
<b>Gross Surplus</b>	\$354,623	\$401,011	\$417,812	\$435,369	\$462,231
<b>Gross Surplus %</b>	91.77%	93.50%	93.56%	92.92%	93.79%
<b>Expenses</b>					
Payroll	\$180,000	\$180,840	\$196,182	\$201,796	\$208,485
Marketing/Promotion	\$21,375	\$21,909	\$23,004	\$24,154	\$25,361
Depreciation	\$27,324	\$30,000	\$32,000	\$34,000	\$36,000
Utilities	\$14,736	\$16,512	\$17,337	\$18,203	\$19,113
Insurance	\$7,250	\$7,612	\$7,992	\$8,391	\$8,810
Payroll Burden	\$32,000	\$33,600	\$35,280	\$37,045	\$38,900
Fundraising	\$11,296	\$11,577	\$12,155	\$12,762	\$13,400
Administration	\$8,664	\$8,881	\$9,325	\$9,791	\$10,280
Technology	\$1,200	\$1,260	\$3,323	\$6,800	\$1,450
Maintenance and Grounds	\$4,175	\$3,997	\$4,196	\$4,405	\$4,625
Exhibit Design and Construction	\$14,000	\$19,475	\$20,448	\$21,470	\$22,543
Education	\$875	\$896	\$940	\$987	\$1,036
Public Programs/Program Materials	\$2,600	\$4,715	\$4,950	\$5,197	\$5,456
Collections	\$4,000	\$4,100	\$4,305	\$4,520	\$4,746
Library/Archives	\$550	\$563	\$591	\$620	\$651
Rental Properties - Management	\$2,400	\$3,000	\$3,150	\$3,307	\$3,472
Travel and Transportation	\$1,500	\$1,537	\$1,613	\$1,693	\$1,777
<b>Total Operating Expenses</b>	\$333,945	\$350,474	\$376,791	\$395,141	\$406,105
<b>Surplus Before Interest and Taxes</b>	\$20,678	\$50,537	\$41,021	\$40,228	\$56,126
Interest Expense	\$0	\$0	\$0	\$0	\$0
Taxes Incurred	\$1915	\$1852	\$1888	\$1929	\$1963
<b>Net Surplus</b>	\$18,763	\$48,685	\$39,133	\$38,299	\$54,163

Harbor History Museum

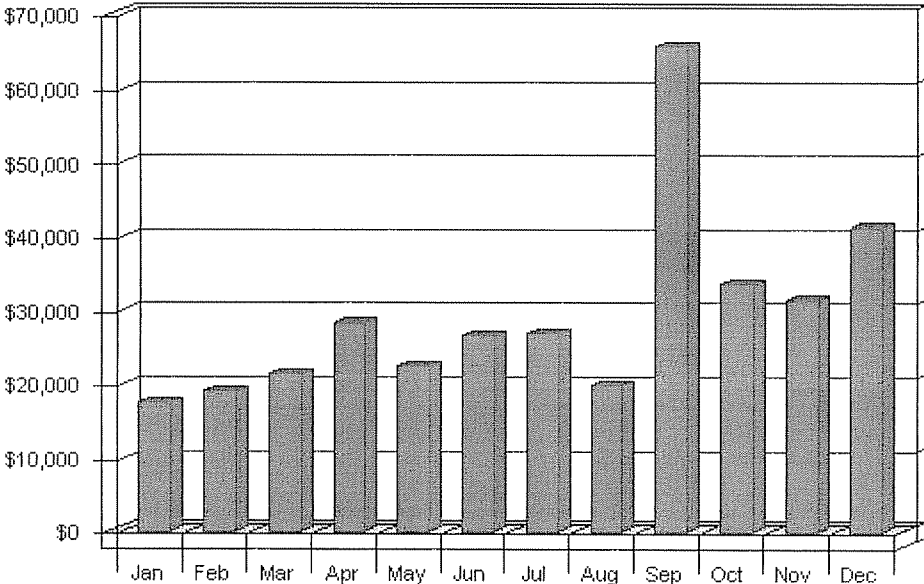
Surplus Monthly – 2008



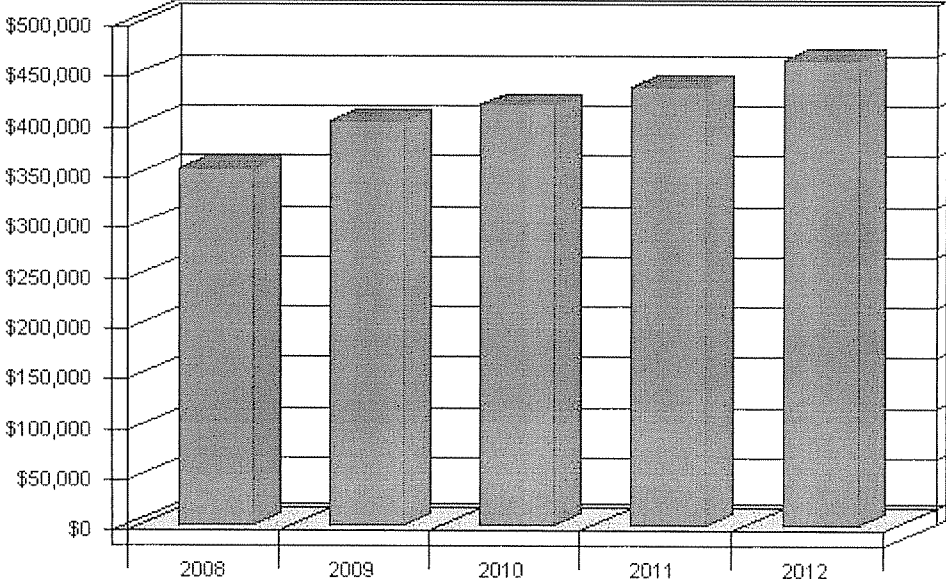
Surplus Yearly



Gross Margin Monthly



Gross Margin Yearly





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PUBLIC HEARING - RESOLUTION ACCEPTING THE McCORMICK**  
**RIDGE LLC ANNEXATION PETITION (ANX 04-04)**  
**DATE: AUGUST 14, 2006**

**INFORMATION/BACKGROUND**

The City has received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 38 acres of property located west of Canterwood Boulevard adjacent to the existing City limits and within the City's Urban Growth Area (UGA). At the October 24, 2005 meeting, the City Council accepted the Notice of Intention and authorized the circulation of an annexation petition (Dick/Ruffo, 6-1-0) subject to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The City will require the simultaneous adoption of Single-Family Residential (R-1) and Medium-Density Residential (R-2) zoning for the proposed area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. A wetland analysis report must be submitted together with the annexation petition pursuant to Gig Harbor Municipal Code Section 18.08.090.

The City received the petitions for annexation on May 2006, which were subsequently certified by the Pierce County Office of the Assessor-Treasurer on June 30, 2006 as being legally sufficient.

Pursuant to GHMC Section 18.08.090, the applicant submitted a 'Wetland Analysis Report' for the subject property which has been reviewed by staff and is in conformance with the Gig Harbor Municipal Code.

Acceptance of the annexation petition and referral to the Pierce County Boundary Review Board for consideration must be done by resolution.

Notice of this public hearing was posted in three conspicuous places within the area proposed for annexation on July 28, 2006; was mailed to all property owners of record both within the annexation area and within three hundred feet (300') of the area proposed for annexation on July 26, 2006; published in the Peninsula Gateway; and posted on the City website.



**POLICY CONSIDERATIONS**

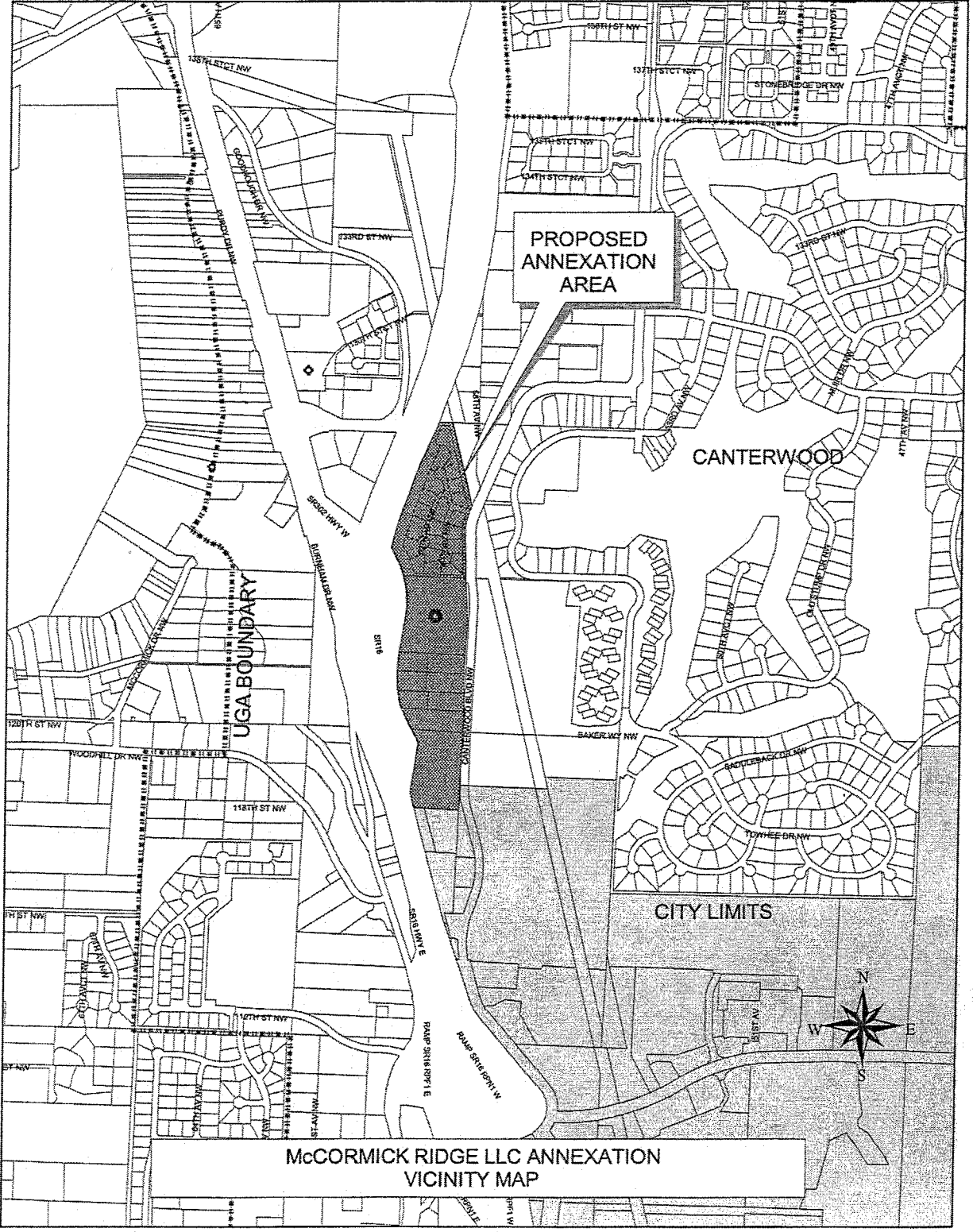
None.

**FISCAL IMPACT**

The \$300.00 annexation fee has been paid.

**RECOMMENDATION**

I recommend that the Council approve the resolution accepting the annexation petition for the McCormick Ridge LLC Annexation (ANX 04-04) and further refer it to the Pierce County Boundary Review Board for consideration.

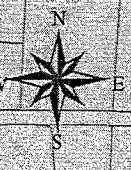


PROPOSED ANNEXATION AREA

CANTERWOOD

UGA BOUNDARY

CITY LIMITS



McCORMICK RIDGE LLC ANNEXATION VICINITY MAP

**CITY OF GIG HARBOR  
RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, PROVIDING THE CITY COUNCIL'S ACCEPTANCE OF THE ANNEXATION PETITION FOR APPROXIMATELY 38 ACRES OF PROPERTY LOCATED WEST OF CANTERWOOD BOULEVARD AND EAST OF HIGHWAY 16 (ANX 04-04), ADJACENT TO THE CITY LIMITS, WITHIN THE CITY'S URBAN GROWTH AREA, LOCATED IN PIERCE COUNTY, DECLARING THE CITY COUNCIL'S INTENT TO ADOPT PROPOSED ZONING REGULATIONS FOR THE ANNEXATION AREA, AND REFERRING THE PETITION FOR ANNEXATION TO THE BOUNDARY REVIEW BOARD.**

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WHEREAS, the City of Gig Harbor received a Notice of Intent to Annex approximately 38 acres of property located west of Canterwood Boulevard and east of Highway 16, adjacent to the existing City limits and within the City's Urban Growth Area (UGA), located in Pierce County; and

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

WHEREAS, on October 24, 2005, the City Council met with the initiators of the petition voted (Dick/Ruffo, 6-1-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) and Medium-Density Residential (R-2) zoning, requiring that the property owners assume all of the existing indebtedness of the area being annexed, and requiring the submission of a wetland report; and

WHEREAS, on May 18 and June 1, 2006, petitions for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on June 30, 2006, the Pierce County office of the Assessor-Treasurer certified the signatures on the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B; and

WHEREAS, On April 24, 2006, the applicant submitted of a wetland analysis report for the subject property pursuant to GHMC Section 18.08.090; and

WHEREAS, the wetland report has been reviewed and determined to be in conformance with the Gig Harbor Municipal Code.

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

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

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) and Medium-Density Residential (R-2) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on August 14, 2006, the City Council, following a public hearing on the annexation petition, voted to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) and Medium-

Density Residential (R-2) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval; now, therefore,

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

Section 1. The Gig Harbor City Council hereby declares its intent to authorize and approve the annexation of approximately 38 acres of property located west of Canterwood Boulevard and east of Highway 16, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, attached hereto, as part of the City of Gig Harbor, contingent upon compliance with the following conditions:

- A. Pursuant to the terms of the annexation petition, the approximately 38 acres of property located west of Canterwood Boulevard and east of Highway 16, adjacent to the existing City limits, located in Pierce County, as described in Exhibit A and graphically depicted on Exhibit B, shall be assessed and taxed at the same rate and on the same basis as property within the City, including assessments for taxes and payment of any bonds issued or debts contracted prior to or existing as of the date of annexation; and
- B. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be zoned as Single-Family Residential (R-1) and Medium-Density Residential (R-2), in accordance with the Gig Harbor Municipal Code, Title 17.

Section 2. The Gig Harbor City Clerk hereby declares the property described in Exhibit A and graphically depicted on Exhibit B, which is the subject of the annexation petition, to be contiguous with the boundaries of the City of Gig Harbor.

Section 3. The City Council hereby authorizes the Mayor to submit all necessary documentation to the Pierce County Boundary Review Board in order to gain approval for the annexation provided in this Resolution. The City Council shall not take any further action on the annexation proposal until such time as the Pierce County Boundary Review Board has completed its review of the Notice of Intent to Annex.

RESOLVED by the City Council this 14<sup>th</sup> day of August 2006.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

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

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

**Exhibit A**  
**McCORMICK RIDGE LLC**

**ANNEXATION LEGAL**  
(ANX 04-04)

That portion of the Southeast quarter and the Northeast quarter of Section 25, Township 22 North, Range 01 East of the Willamette Meridian, in Pierce County, Washington.

**Beginning** at the Northeast corner of the Northwest quarter of the Southeast quarter of Section 25, Township 22 North, Range 1 East of the Willamette Meridian, also said point being on the Westerly right of way line of Canterwood Boulevard N.W.; Thence South along the East line of said Northwest quarter of the Southeast to the Southwest corner of Lot 1, Pierce County Large Lot Subdivision #2970, and the **True Point of Beginning**;

**Thence** continuing South along the East line of said Northwest quarter of the Southeast quarter to the Southeast corner of the North half of the Northwest quarter of the Southeast quarter;

**Thence** West to the Easterly right of way line of S.R. #16;

**Thence** Northwesterly along last said Easterly right of way line to the North line of the Northwest quarter of the Southeast quarter;

**Thence** continuing Northwesterly along last said Easterly right of way to the Southwest corner of the Short Plat recorded under A.F.N. 79-214, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of said Short Plat, also being the Southwest corner of the Short Plat recorded under A.F.N. 79-351, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of last said Short Plat, also being the Southwest corner of the Condominium Plat of McCormick Ridge, a condominium recorded under A.F.N. 200309085001, records of Pierce County, Washington;

**Thence** continuing Northwesterly along said Easterly right of way to the Northwest corner of last said condominium, also being the Southwest corner of the Plat of Springhill Estates recorded under A.F.N. 9210010443, records of Pierce County, Washington;

**Thence** continuing Northwesterly and Northeasterly along said Easterly right of way to the Northwest corner of said Plat of Springhill Estates and the North line of the Northeast quarter of said Section 25;

**Thence** East along said North line of the Plat of Springhill Estates to the Northeast corner of said Plat, also being on the Westerly right of way line of the Tacoma-Lake Cushman Transmission Line Right of Way;

**Thence** Southeasterly along said Westerly right of way to the Westerly right of way line of Canterwood Boulevard N.W.;

**Thence** Southeasterly along a line projected and perpendicular to the West line of Canterwood Boulevard N.W. to intersect the East line of said right of way;

**Thence** Southerly along said Easterly right-of-way line to the South line of Lot 1, Pierce County Large Lot Subdivision #2970 and the boundary of City of Gig Harbor as established by Ordinance 746, dated January 27, 1997;

**Thence** Westerly along said City boundary to the **True Point of Beginning**.

04272revisedlegals.doc

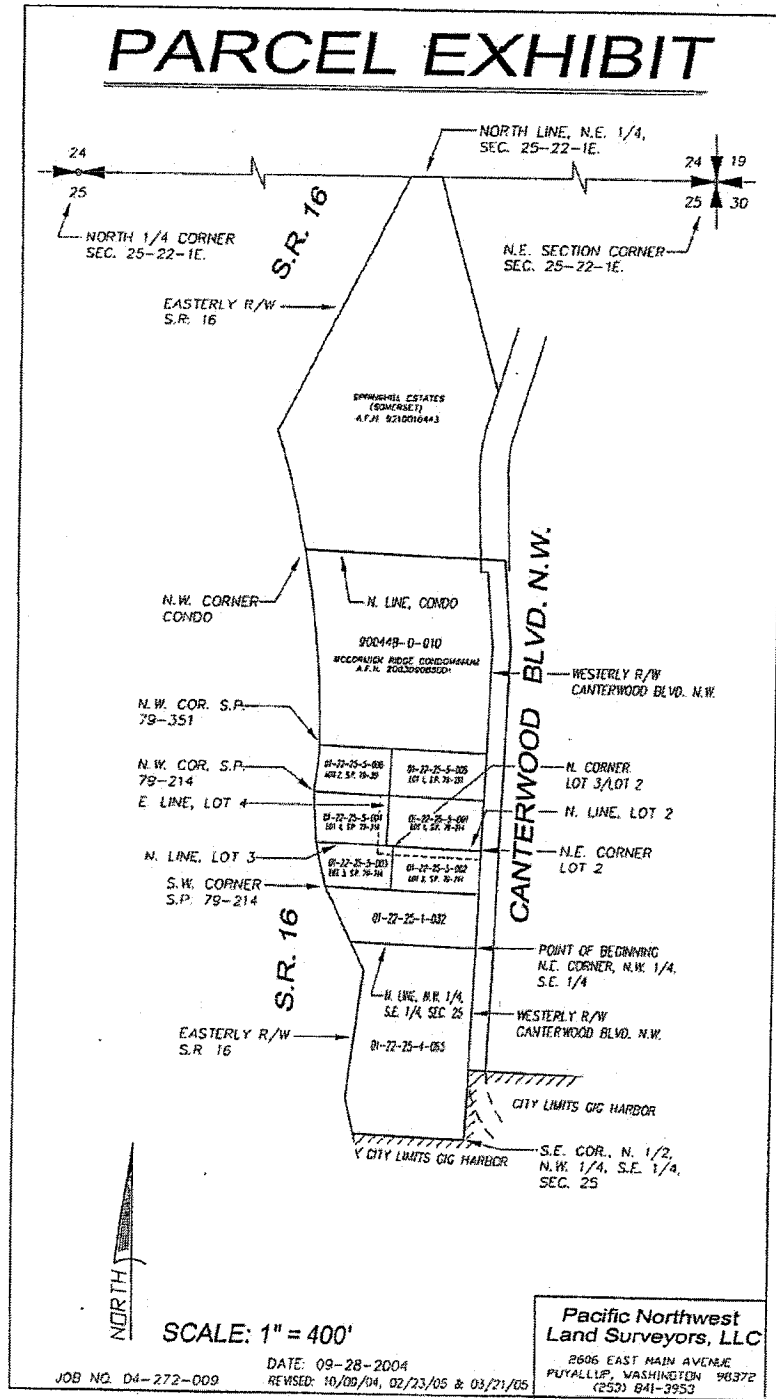
9/28/04 dds/fjn revised 11/9/04 jjn/dds revised 02/23/05 jjn/dds revised 03/21/05 jjn/dds revised 04/07/05

*Acceptable to  
BEB 7/11/05*



# Exhibit B

## McCORMICK RIDGE LLC Annexation Map ANX 04-04



*Accepted by ABBS  
 Revised 9/05*



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: PROPOSED ANNEXATION - SHAFER (ANX 06-1302)**  
**DATE: AUGUST 14, 2006**

**INFORMATION/BACKGROUND**

The City has received a complete Notice of Intention to Commence Annexation Proceedings from Charles Shafer for a proposal to annex approximately 0.31 acres of property located at the corner of Soundview Drive and 61<sup>st</sup> Street Court NW adjacent to the existing City limits and within the City's Urban Growth Area (UGA).

Property owners of more than the required ten percent (10%) of the acreage for which annexation is sought signed this request. The pre-annexation zoning for the area is Single-Family Residential (R-1).

Pursuant to the process for annexations by code cities in Pierce County, a copy of the proposed legal description was sent to the Clerk of the Boundary Review Board for review and comment. Pierce County has approved the legal description and map as presented.

Additionally, this request was distributed to the City Administrator, Chief of Police, Director of Operations, City Engineer, Building Official/Fire Marshal, Planning, Finance Director, the Shore Acres Water Company, and Pierce County Fire District #5 for review and comment.

The Council is required to meet with the initiating parties to determine the following:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

Notice of the August 14, 2006 meeting was posted on the City website and was mailed to property owners of record within the area proposed for annexation as well as those within three hundred feet (300') on July 26, 2006.

If accepted, the process will then move forward with the circulation of a formal petition for annexation. The petition must be signed by either the owners of a majority of the acreage and a majority of the registered voters residing in the area considered for annexation; or by property owners of sixty percent (60%) of the assessed value of the area proposed for annexation.

### **POLICY CONSIDERATIONS**

The City of Gig Harbor Building Official/Fire Marshal reviewed the proposal and had no comment.

The Director of Operations noted that sewer is available on Soundview Drive and that the property is currently served by the Shore Acres Water Company.

The Shore Acres Water Company noted that they currently serve the property and would not turn over water service to the City if the annexation was approved.

Planning has noted that the property is within the view basin and should be added to the height restriction area (GHMC 17.62). The property is along a designated parkway and future development of the property will need to conform to parkway development standards (GHMC 17.99.110).

The City of Gig Harbor Finance Director noted that there would be no significant financial impacts from this proposed annexation.

The Chief of Police has commented that no additional resources will be required as a result of this annexation.

Engineering has made the following comments:

#### **Transportation**

This parcel is currently developed with a single-family residence. If the use of this parcel is changed, the parcel owner shall provide a transportation Capacity Reservation Certificate (CRC) application and pay all applicable traffic impact fees.

#### **Water**

The proposed parcel for annexation is currently shown to be served by the Shore Acres Water Company. Therefore, annexation of this parcel would have no affect on the City's water system. However, an option has been proposed for the City of Gig Harbor to take over the operation and maintenance of this water system.

If the City takes over this operation and maintenance, this parcel would be required to pay the appropriate revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the water system extended to the parcels.

### **Sanitary Sewer**

The proposed parcel for annexation is currently shown to be served by the City of Gig Harbor's sanitary sewer and wastewater treatment system. The 2002 Wastewater Comprehensive Plan indicates the parcel is included in the C-8 collection system expansion. This Wastewater Comprehensive Plan indicates the estimated construction costs for the entire sanitary sewer basin C-8 improvements is \$2,794,000 (in year 2000 dollars). All costs for construction of the necessary extensions of the existing sewer system, including those noted in the Wastewater Comprehensive Plan for the parcels within basin C-8, shall be borne by the parcel owners and not the City.

Each parcel that connects to the City's sanitary sewer system shall be required to pay the appropriate connection fee and revolving service fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the sanitary sewer system extended to the parcels.

### **Stormwater**

Any redevelopment proposed for this parcel would be required to meet the requirements of the City's Stormwater Design Manual. This includes all stormwater features necessary for improvements within the City's right of way. All costs for design and construction of these stormwater features shall be borne by the developers and not the City. All costs for operations and maintenance of stormwater features outside of the City's right of way shall also be borne by the developers.

Each parcel that is annexed in the City's limits shall be required to pay the appropriate stormwater fee. These fees, as reviewed by the City Council, should be adequate to pay for the necessary maintenance and operation of the City's stormwater system created by the parcels.

The Boundary Review Board is guided by RCW 36.93.180 in making decisions on proposed annexations and is directed to attempt to achieve stated objectives. These objectives, listed below, are worthy of consideration by the Council in determining the appropriateness of this annexation. Staff has evaluated the proposal in light of this criteria and has provided comments following each of the criteria.

### **RCW 36.93.180**

#### **Objectives of boundary review board.**

The decisions of the boundary review board shall attempt to achieve the following objectives:

- (1) Preservation of natural neighborhoods and communities;

**Comment:** The proposed annexation area consists of an existing single-family dwelling.

- (2) Use of physical boundaries, including but not limited to bodies of water, highways, and land contours;

**Comment:** The proposed annexation area is bounded by 61<sup>st</sup> Street Court NW to the south; and by the existing City limits and Soundview Drive to the west.

(3) Creation and preservation of logical service areas;

**Comment:** The proposed annexation would not alter any service area boundaries.

(4) Prevention of abnormally irregular boundaries;

**Comment:** The proposed annexation would create an abnormally irregular boundary.

(5) Discouragement of multiple incorporations of small cities and encouragement of incorporation of cities in excess of ten thousand population in heavily populated urban areas;

**Comment:** Not applicable with regards to this proposed annexation.

(6) Dissolution of inactive special purpose districts;

**Comment:** The proposed annexation would not dissolve an inactive special purpose districts

(7) Adjustment of impractical boundaries;

**Comment:** Not applicable with regards to this proposed annexation, the area proposed for annexation is entirely within the City's Urban Growth Boundary.

(8) Incorporation as cities or towns or annexation to cities or towns of unincorporated areas which are urban in character; and

**Comment:** The proposed annexation is of an unincorporated area with a lot size of 0.31 acre. The area consists of a residentially developed parcel and is within the City's Urban Growth Boundary which is planned for urban levels of development.

(9) Protection of agricultural and rural lands which are designated for long-term productive agricultural and resource use by a comprehensive plan adopted by the county legislative authority.

**Comment:** The proposed annexation does not involve designated agricultural or rural lands.

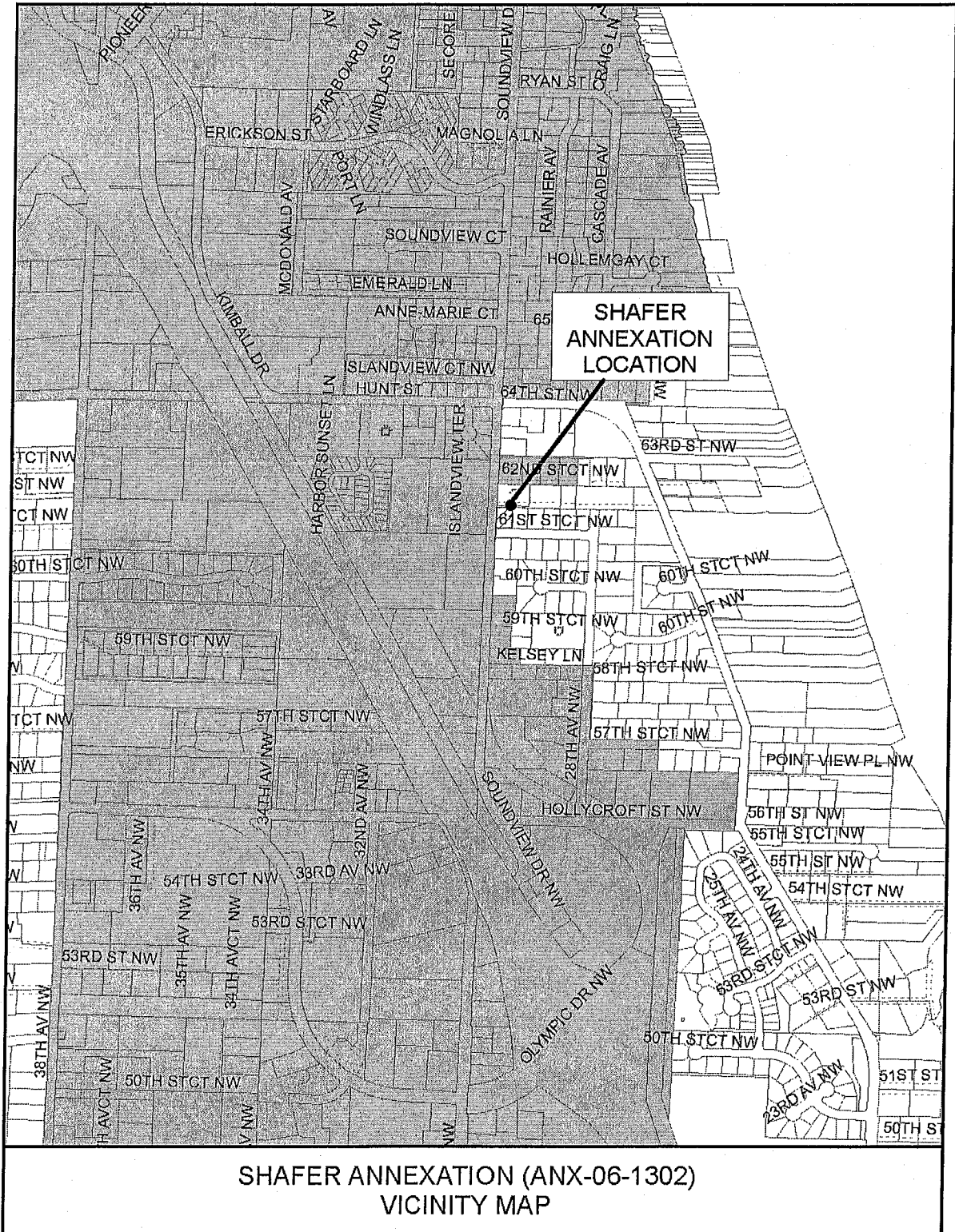
## **FISCAL CONSIDERATIONS**

The Finance Director has noted that financial impacts from this proposed annexation would not be significant to the City.

## **RECOMMENDATION**

I recommend that the Council accept the Notice of Intention to Commence Annexation and further authorize the circulation of a petition to annex the subject property to the following conditions:

1. The City shall require that the property owner(s) assume all of the existing indebtedness of the area being annexed;
2. The City will require the simultaneous adoption of Single-Family Residential (R-1) zoning for the proposed annexation area in substantial compliance with the Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. The property will be subject to the Height Restriction Area standards (GHMC 17.62).



SHAFER ANNEXATION (ANX-06-1302)  
VICINITY MAP

AUX 06-1302

**NOTICE OF INTENTION TO COMMENCE ANNEXATION  
PROCEEDINGS**

Charles Mark Shafer  
6119 Soundview Drive  
Gig Harbor, WA 98335  
(253) 851-1806  
Mailing address: 3110 Judson ST  
P.M.B. 196  
Gig Harbor, WA 98335

RECEIVED  
CITY OF GIG HARBOR  
MAY 18 2006  
COMMUNITY  
DEVELOPMENT

The Honorable Mayor and City Council  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Dear Mayor and City Council:

The undersigned, who are the owners of not less than ten percent (10%) of the acreage for which annexation is sought, hereby advise the City Council of the City of Gig Harbor that it is the desire of the undersigned owners of the following area to commence annexation proceedings:

The property herein referred to is legally described on Exhibit "A" attached hereto and is geographically depicted on a Pierce County Assessor's parcel map on Exhibit "B" further attached hereto.

It is requested that the City Council of the City of Gig Harbor set a date, not later than sixty (60) days after the filing of this request, for a meeting with the undersigned to determine:

1. Whether the City Council will accept, reject, or geographically modify the proposed annexation;
2. Whether the City Council will require the simultaneous adoption of the zoning for the proposed area in substantial compliance with the proposed Comprehensive Plan as adopted by City of Gig Harbor Ordinance No. 981; and
3. Whether the City Council will require the assumption of all or any portion of indebtedness by the area to be annexed.

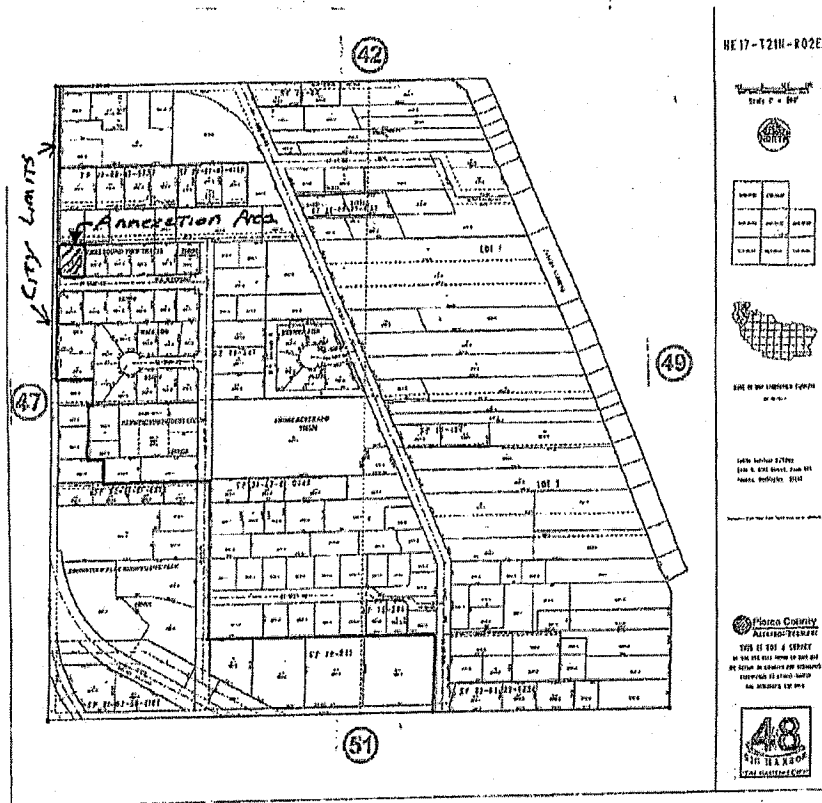
This page is one of a group of pages containing identical text material and is intended by the signers of the Notice of Intention of Commence Annexation Proceedings to be presented and considered as one Notice of Intention of Commence Annexation Proceedings and may be filed with other pages containing additional signatures which cumulatively may be considered as a single Notice of Intention of Commence Annexation Proceedings.



Resident/Owner Signature	Printed Name	Address & Tax Parcel Number	Date Signed
<i>Charles Mark Shisler</i>	Charles Mark Shisler	6119 Sandview Dr 2800000020	May 18, 2006

# Exhibit A

## Map - Shafer ANX 06-1302



PIERCE COUNTY PLANNING  
& LAND SERVICES

JUN 15 2006

PIERCE COUNTY

**Exhibit B**  
**Legal Description - Shafer ANX 06-1302**

**Shafer Annexation (ANX 06-1302) Legal Description**

A PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 21 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, DESCRIBED AS FOLLOWS:

LOT 2 OF BUTLER'S SOUND VIEW TRACT'S;

SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.

PIERCE COUNTY PLANNING  
& LAND SERVICES

JUN 15 2006

PIERCE COUNTY



COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JOHN P. VODOPICH, AICP**  
**COMMUNITY DEVELOPMENT DIRECTOR**  
**SUBJECT: CONTRACT FOR HOSPITAL PROJECT MANAGEMENT**  
**SERVICES**  
**DATE: AUGUST 14, 2006**

**INFORMATION/BACKGROUND**

The City and the Franciscan Health System desire to retain a project manager for the development of the St. Anthony Hospital. The project manager would serve as the point of contact and coordinate the submission, and processing of the application materials. The firm of Stalzer and Associates was agreed upon by both parties as being best able to perform these services.

**FISCAL CONSIDERATION**

This work was not anticipated in the 2006 Budget; however the Hammes Company representative for the hospital project has agreed to the contract and they will reimburse the City for this expenditure. There may be some costs related to this project which the City will be responsible for.

**RECOMMENDATION**

I recommend Council approval of the Consultant Service Contract with Stalzer and Associates in an amount not to exceed Twenty-six Thousand Six Hundred Dollars (\$26,500) as presented.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
Stalzer and Associates**

---

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Stalzer and Associates, a sole proprietorship, located and doing business at 603 Stewart Street, Suite 419, Seattle, Washington 98101 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the permitting process for the St. Anthony Hospital Project and desires that the Consultant perform services necessary to provide the following project manager consultation services.

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated August 7, 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 Twenty-six Thousand Five Hundred Dollars and No Cents (\$26,500.00) for the services described in Section I herein. This is the maximum amount to be paid under this Agreement for the work described in **Exhibit A**, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount. The Consultant's staff and billing rates shall be as described in **Exhibit B**. The Consultant shall not bill for Consultant's staff not identified or listed in **Exhibit B** or bill at rates in excess of the hourly rates shown in **Exhibit B**; unless the parties agree to a modification of this Contract, pursuant to Section XVIII herein.

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

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

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

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

The City and the Consultant agree that work will begin on the tasks described in **Exhibit A** immediately upon execution of this Agreement. The parties agree that the work described in **Exhibit A** shall be completed by **March 15, 2007**; 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.

C. All policies and coverage's shall be on an occurrence made basis.

D. 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.

E. 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.

F. 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.

G. 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:  
Bill Stalzer  
Stalzer and Associates  
603 Stewart Street, Suite 419  
Seattle, Washington 98101  
(206) 264-1150

John P. Vodopich, AICP  
Community Development Director  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

#### **XVII. Assignment**

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

#### **XVIII. Modification**

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

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

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

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

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

CONSULTANT  
By: Bill Stalzer  
Its Principal

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

Notices to be sent to:  
CONSULTANT:  
Bill Stalzer  
Stalzer and Associates  
603 Stewart Street, Suite 419  
Seattle, Washington 98101  
(206) 264-1150

John P. Vodopich, AICP  
Community Development Director  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, Washington 98335  
(253) 851-6170

APPROVED AS TO FORM:

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

ATTEST:

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE        )

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

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

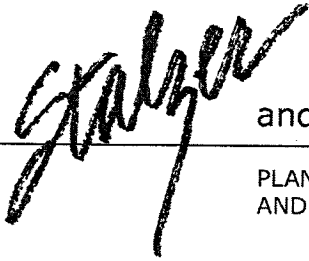
\_\_\_\_\_

\_\_\_\_\_  
(print or type name)

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

\_\_\_\_\_

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



and Associates

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PLANNING, LAND USE  
AND DEVELOPMENT SERVICES

**St. Anthony Hospital Project Manager  
Proposed Scope of Services  
Exhibit A**

As project manager for the City of Gig Harbor on the St. Anthony Hospital project, Stalzer and Associates will provide the following land use services:

1. Work with city staff and the applicant to identify the various permits and land use decisions needed to implement the St. Anthony Hospital project.
2. Based on the information in task 1 above, prepare and regularly update a project schedule for timely and predictable reviews, staff recommendations, and land use decisions.
3. Conduct project meetings weekly or as otherwise mutually agreed.
4. Provide interdepartmental review coordination services as needed to ensure timely and efficient reviews.
5. Serve as the point of contact with the applicant regarding schedule, project issues, the status of applications and related matters.
6. Provide predictable and clear communication between the applicant and City Departments.
7. Coordinate and provide assistance as needed to ensure timely resolution of issues that arise during project reviews.
8. Attend public meetings and hearings related to the project.
9. Conduct site visits as necessary.
10. Prepare brief bi-weekly status reports to the Community Development Director and the Mayor.
11. Provide such other mutually acceptable project management services as directed by the Community Development Director or the Mayor.

The City will provide Stalzer and Associates with copies of information related to project reviews including documents such as city codes, plans, application materials, public comments, staff review comments and reports, and hearing examiner decisions.

Services will be provided on a time and expense basis in accordance with the attached 2006 Schedule of Standard Fees and Reimbursable Expenses. Bill Stalzer will be the designated project manager with assistance provided by other members of Stalzer and Associates.

The anticipated level of effort is:

Time to Complete: 6 months

Weekly Hours: 8

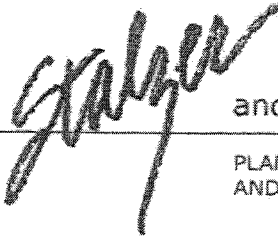
Total Hours: 200

Based on the anticipated level of effort and the 2006 Schedule of Fees and Reimbursable Expenses, the proposed contract amount is:

Fee Budget: \$25,000

Expense Budget: \$1,500

Estimated Total Budget: \$26,500



**Exhibit B**

and Associates

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PLANNING, LAND USE  
AND DEVELOPMENT SERVICES

**2006 SCHEDULE  
of  
STANDARD FEES  
and  
REIMBURSABLE EXPENSES**

**Standard Fees** - Compensation to Stalzer and Associates for all services provided will be billed on the following schedule:

	Hourly Rate	Full Day Rate
Bill Stalzer	\$125/hour	\$900
Senior Planner	\$105/hour	\$760
Planner	\$90/hour	\$650
Junior Associate	\$70/hour	\$500
Administrative Support.	\$45/hour	\$320

**Internal Expenses:** Internal office expenses will be billed at the following rates:

<u>Expense Item</u>	<u>Rate</u>
Photocopying	\$0.10/page
Facsimile	\$0.10/page

**Outside Services:**

Outside services including, but not limited to, word processing, printing, photocopying, delivery, graphic materials, and similar project-related expenses will be billed at actual cost plus ten per cent.

**Travel:**

Private automobile mileage will be billed at the rate of \$0.445/mile.





COMMUNITY DEVELOPMENT DEPARTMENT

**TO: MAYOR HUNTER AND CITY COUNCIL**  
**FROM: JENNIFER SITTS, SENIOR PLANNER**  
**SUBJECT: STAFF REPORT - PLANNING COMMISSION WORK PROGRAM**  
**DATE: AUGUST 14, 2006**

**INFORMATION/BACKGROUND:**

Planning Commission is scheduled for a work-study session on August 17, 2006 to discuss and review pending text amendments. In anticipation of upcoming Planning Commission meetings, the Planning and Building Council Committee met on July 21<sup>st</sup> to recommend a Planning Commission work program. Several new text amendments had been proposed since the Planning Commission last met. After review of all the text amendments, the Committee recommended the work program below. The Council can accept this work program, modify the program or remove text amendments the Council does not deem necessary. A description of all the pending text amendments can be found at the end of this memo.

**DRB Tier:** *(these amendments will begin at the DRB and will be transferred to Tier 1 of the Planning Commission's work program as ready)*

- Significant Tree Standards
- Design Review Process Changes

**Tier 1:**

- Underground Garages/Gross Floor Area/Parking Maximums/Etc.
- Clubs and Lodges/Yacht Club Definitions and Performance Standards

**Tier 2:**

- Modifying Building Size Limitations in the RB-1 zone
- Nonconforming Lot Adjustments
- Suggested Changes to Land Use Matrix
- Height Restriction Area Criteria Amendment

**Tier 3:**

- TPU Right-of-Way Landscaping Requirements
- Application of Mixed Use District Overlay
- Limiting Office Uses in Waterfront Millville
- Zoning Code Definitions Consolidation

**Research Tier:** *(These amendments need some additional research and/or text development before they can be reviewed by the Planning Commission. The staff will continue to work on these while other amendments are being reviewed.)*

- Codifying a Process for Comprehensive Plan, Text and Area-Wide Map Amendments
- Minimum Residential Densities
- DRB Subcommittee on Design Manual Changes

**RECOMMENDATION:**

The staff recommends that the Planning Commission review the proposed text amendments in the tiers recommended by the Planning and Building Council Committee.

**DESCRIPTION OF AMENDMENTS:**

**Significant Tree Standards**, Mayor-sponsored, June 25, 2006: In light of the recent clearing for the Uptown project, the Mayor would like the Planning Commission to review the City's standards for retention of significant trees. Since significant tree standards exist in the Design Manual, staff recommends the DRB review the standards and suggest changes to the Planning Commission. At that time, the DRB and Planning Commission will hold a joint meeting.

**Design Review Process Changes**, City Staff –sponsored: Based on findings from the Latimore Report that the Design Review process is the constraint in the permitting system, staff has suggested changes to the Design Review process and changes to the Design Manual that would ease the permitting process. These changes include allowing the review of lighting, landscape and color details at building permit review rather than prior to the Hearing Examiner meeting. The staff recommends the DRB review these staff-proposed changes and make a recommendation to the Planning Commission. At that time, the DRB and Planning Commission will hold a joint meeting.

**Underground Garages/Gross Floor Area/Parking Maximums/Etc.**, City Council-sponsored, submitted January 23, 2006: The Council directed the Planning Commission to review Ordinance 1008 relating to amending the definition of gross floor area; creating definitions for underground parking, basement, finished grade, original grade; amending parking requirements to include maximum number of parking spaces for uses, including single-family residential; and reconsider the maximum building sizes for WC, WM and WR zones.

**Clubs and Lodges/Yacht Club Definitions and Performance Standards**, Planning and Building Committee-sponsored: As discussed in the joint work-study session of the Planning Commission and the Council on the Land Use Matrix, the adopted definition for clubs, lodges and yacht clubs includes the allowance for "rooms available for temporary rental" and "restaurant as allowed in the zone." As clubs and lodges and yacht clubs are allowed in many differing zones, these allowances may not be compatible with some areas of town. It is suggested that the definitions be reviewed

and amended and/or performance standards be proposed for each zone clubs, lodges or yacht clubs are allowed.

**Modifying Building Size Limitations in the RB-1 zone**, City Council-sponsored: In 2004, an amendment was proposed to remove the 5,000 square feet per lot limitation on nonresidential buildings in the RB-1 and replace it with a per structure limitation. Due to the view basin building size text amendments, this proposed amendment was tabled. (GHMC 17.28.050(I))

**Nonconforming Lot Adjustments**, Planning Commission-sponsored, requested February 16, 2006: After discussing the recently adopted nonconforming lot combination amendment, the Planning Commission moved that the "City Council direct the Planning Commission to look at having staff draft a proposal to modify the Boundary Line Adjustment section to allow nonconforming lots to become less nonconforming." The Planning Commission felt that nonconforming lot adjustments were needed to allow infill and development in Gig Harbor. A basic example of a situation when a nonconforming lot adjustment may be warranted is in the case of a 3,000 square foot lot in an R-1 zone, next to a 10,000 square foot lot. The 3,000 square foot lot is quite small and would most likely require variances to provide reasonable use of the property. The 10,000 square foot lot is 2,800 square feet over the minimum lot size of 7,200 square feet. However, under the current code, the 3,000 square foot lot could not take those additional 2,800 square feet, becoming 5,800 square feet, a more reasonable lot size, because it does not meet the minimum lot size of 7,200 square feet.

**Suggested Changes to the Land Use Matrix**, Planning Commission-sponsored: Because of their work on the Land Use Matrix, the Planning Commission would like to review several code sections and recommend text amendment that would make the uses allowed within the City and certain zones more consistent with the intent of the zoning code. This amendment would include a review of each zone's intent and whether the uses allowed meet that intent.

**Height Restriction Area Criteria Amendment**, Halsan Frey LLC, submitted September 12, 2005: This proposal would modify the criteria for amendments to the height restriction area map. The amendment would allow properties which are located at the top or behind the ridge line of the view basin to be removed from the height restriction area map (GHMC 17.62.040). Additional work is needed by the applicant to finalize the proposed language so that the amendment meets the intent of the height restriction area.

**TPU Right-of-Way Landscaping Requirements**, City Council-sponsored, submitted March 27, 2006: Council directed staff to prepare an ordinance for Planning Commission review which would clarify when a 30-foot buffer is required along the TPU right-of-way. (GHMC 17.78.090).

**Application of Mixed Use District Overlay**, City Attorney-sponsored: The City Attorney is proposing an amendment to Chapter 17.91 which will define when and how

the MUD overlay can be utilized. The current code's silence on this issue has led to confusion for developers desiring to implement this overlay; it is unclear whether a rezone is required to utilize the standards in this chapter.

**Limiting Office Uses in Waterfront Millville**, Carol Davis, submitted June 24, 2005: The amendment would limit professional offices to incidental uses in existing structures in the Waterfront Millville zone. (GHMC 17.48.020(G))

**Zoning Code Definitions Consolidation**, City Staff-sponsored: A text amendment is needed to consolidate all the definitions used in the Zoning Code into one Chapter. Currently, definitions can be found throughout Title 17. In many cases there are multiple definitions for one term, making application of the development standards difficult for the staff and customers. This amendment is intended to organize, clarify and simplify the zoning code for better customer service.

**Codifying a Process for Comprehensive Plan, Text and Area-Wide Map Amendments**, City Staff-sponsored: The City does not have a defined process for reviewing comprehensive plan amendments each year. This amendment would create a comprehensive plan amendment permit process with defined timelines and review steps. The Planning Commission would also review the process for text amendments and area-wide map amendments and suggest changes if necessary.

**Minimum Residential Densities**, City Council-sponsored, submitted January 23, 2006: The Council directed staff to make a recommendation for minimum densities in all residential zones. Additional research is necessary to determine GMA requirements and appropriate minimum densities.

**DRB Subcommittee on Design Manual Changes**, Mayor-sponsored: The Mayor has appointed a subcommittee of the DRB to discuss changes to the Design Manual. This group will meet as necessary to review and suggest changes to the Design Manual.



**POLICE**

**TO: MAYOR CHUCK HUNTER AND CITY COUNCIL**  
**FROM: CHIEF OF POLICE MIKE DAVIS**  
**SUBJECT: GHPD MONTHLY REPORT FOR JULY 2006**  
**DATE: AUGUST 14, 2006**

**DEPARTMENTAL ACTIVITIES**

July 2006 YTD ***calls for service*** when compared to July 2005 YTD ***calls for service*** show an increase of 347 dispatched calls. During this timeframe we have also seen 225 more ***reports written*** by our officers. ***DUI arrests*** are down by six, which can be attributed to being short-staffed at night with two officers currently attending the police academy. Even though our infractions are down by 15 this year, our criminal citations are up by 60. Statistics show our July 2006 YTD ***traffic accidents*** have increased by eight accidents when compared to July 2005 YTD. July 2006 YTD statistics indicate our ***misdemeanor and felony arrests*** are up by 18 and 13 arrests respectively when compared to the same time period in 2005.

Category	July 2006						
	July 2005	July 2006	Change	YTD 2005	YTD 2006	Change	
Calls for Service	467	577	110	2865	3212	347	
General Reports	132	153	21	881	1106	225	
Criminal Traffic	15	10	-5	57	81	24	
Infractions	125	79	-46	651	636	-15	
Criminal Citations	0	8	8	0	60	60	
Warrant Arrests	16	4	-12	62	51	-11	
Traffic Reports	13	23	10	97	105	8	
DUI Arrests	1	3	2	35	29	-6	
Misdemeanor Arrests	36	32	-4	198	216	18	
Felony Arrests	3	12	9	61	74	13	
FIR's	2	2	0	11	6	-5	

Attached you will find several graphs that track 2006 monthly statistics. I have left data from the last two years on several graphs to provide a baseline with which to compare our current activity levels-- as we progress through 2006 (remember some of the graphs contain cumulative numbers).

**The Reserve Unit** supplied 119 hours of volunteer time assisting our officers in July. We currently have four reserves donating a minimum of 20 hours a month to the department assisting officers on patrol.

**The COPS (Citizens on Patrol) Volunteer** Ken McCray provided 11 hours of volunteer time in July assisting with our National Night Out Celebration and monitoring our speed trailer.

**The Marine Services Unit** provided 91.5 hours of patrol time during the month of July. We received another Wave Runner that is also seeing duty. Specific activities included the following:

- Dispatched calls: 4
- Boating citations: 0
- Marine inspections: 26
- Search and rescue: 2
- Boater assists: 14
- Boating complaints: 9

**The Explorer Program** completed three bi-weekly training meetings including classroom and range training in firearms.

On July 14-15 the Explorers assisted the Peninsula Art League (PAL) with overnight security and event foot patrols during the Summer Art Festival. The PAL made a \$400 donation to the Explorer Post and this money will be used to purchase additional uniform equipment. On July 21, two explorers assisted the General Peninsula Conservancy with traffic control and parking in conjunction with an event held at the Russell Building. All totaled, the unit provided 149 hours of assistance to our community during the month of July.

**TRAFFIC ACCIDENT LOCATION REPORT FOR JULY 2006**

**LEGEND:**

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

**TRAFFIC ACCIDENT INVOLVEMENT ACCORDING TO AGE CATEGORY 2006 YTD**

	Teens (15-18)	Young Adult (19-25)	Adult (26-50)	Seniors (51 over)
January	3	4	7	4
February	1	7	5	6
March	5	4	7	1
April	2	2	5	7
May	3	3	8	5
June	3	2	6	1
July	5	7	3	5
<b>YTD Totals</b>	<b>22</b>	<b>29</b>	<b>41</b>	<b>29</b>

TRAFFIC ACCIDENTS FOR JULY 2006				
DATE	LOCATION	TYPE	CASE#	AGE
7/2/2006	4831 Pt. Fosdick Dr.	H&R	GH060819	N/A
7/3/2006	Olympic Dr. @ W/B SR 16	INJ	GH060826	20
7/7/2006	6900 Kimball Dr.	NON	GH060841	24
7/8/2006	4800 Pt. Fosdick Dr.	NON	GH060843	20
7/8/2006	56th St. & 38th Ave.	NON	GH060844	38
7/8/2006	Pt. Fosdick & Olympic Dr.	NON	GH060845	16
7/8/2006	5200 Olympic Dr.	NON	GH060847	84
7/8/2006	Borgen Blvd. & Burnham Dr.	R/A-NON	GH060849	17
7/9/2006	56th St.& 38th Ave.	NON	GH060850	75
7/10/2006	Burnham Dr. & Borgen Blvd.	R/A-NON	GH060855	30
7/11/2006	Pioneer Way & Stinson Ave.	NON	GH060860	60
7/12/2006	Stinson Ave. & Edwards Dr.	INJ	GH060868	21
7/12/2006	Pt. Fosdick Dr. & Olympic Dr.	H&R	GH060869	N/A
7/14/2006	N. Harborview Dr & Harborview Dr.	NON	GH060883	20
7/16/2006	3010 Harborview Dr.	H&R	GH060887	N/A
7/17/2006	3010 Judson St.	P-Lot-INJ	GH060891	66
7/17/2006	5150 Borgen Blvd.	INJ	GH060892	63
7/18/2006	5120 Borgan Blvd.	H&R	GH060895	N/A
7/18/2006	Burnham Dr & SR 16	R/A-NON	GH060901	17
7/21/2006	5700 Soundview Dr.	INJ	GH060912	39
7/23/2006	Borgen Blvd. & Burnham Dr.	R/A-NON	GH060918	19
7/23/2006	5000 Olympic Dr.	NON	GH060919	20
7/25/2006	5100 Borgen Blvd.	R/A-NON	GH060931	16
7/29/2006	5500 Olympic Dr.	H&R	GH060943	N/A
7/30/2006	3100 Olympic Dr.	NON	GH060951	17
7/31/2006	5522 Pt. Fosdick Dr.	NON	GH060956	51

**Some of the more interesting calls for the month of July 2006 included:**

- July 3<sup>rd</sup>: A local family reported their 17-year old son as a runaway. The 17-year old had been gone for approximately three weeks when the parents reported him as a runaway. The 17-year old has a history of drug abuse and criminal activity. Case # 060822
- July 3<sup>rd</sup>: A 49-year old father was arrested and booked into jail for violating a protection order in which he allowed his 15-year old daughter to visit him at his GH office. The father had been ordered to have no contact with his daughter. Case # 060823
- July 4<sup>th</sup>: Officers responded to numerous calls for fireworks, especially between 9:00 pm and 11:00 pm. No injuries or property damage was reported and most fireworks violations were minor. The MSU boat was also on the water during the evening hours to assist boaters in leaving and returning to the harbor from the Tacoma fireworks display.

- July 5<sup>th</sup>: A 24-year old male resident reported that someone smashed out the rear window of his Honda while it was parked at his apartment complex. The victim believes that the window was smashed as an act of retaliation. The victim is a witness in an earlier GHPD case. Case # 060830
- July 5<sup>th</sup>: Employees from a local grocery store reported that two male teenagers grabbed two cases of Budweiser beer from the cooler and fled the store. The suspects were gone upon the officers arrival. Case # 060831
- July 5<sup>th</sup>: Two 17-year old males were arrested for attempting to shoplift donuts, pop tarts and chocolate milk from a local grocery store. The two teens told the officer that they had been camping and “were hungry.” They were released to their parents and a report of the incident was forwarded to Remann Hall for charges. Case # 060834
- July 5<sup>th</sup>: A woman reported that she parked her 1970 Chevy P/U truck in a parking lot and when she returned six days later, it was gone. She also told the officer that the P/U can be easily started without a key. The P/U was later recovered by GHPD without any damage. Case # 060836
- July 6<sup>th</sup>: A young couple reported that someone entered their apartment and stole several items including a guitar and electronic equipment. The burglary occurred after the couple had several friends over for a party. The couple went to bed after the party and discovered in the morning that they had been burglarized. Case # 060840
- July 8<sup>th</sup>: A female resident reported that she parked her 92 Ford Van in a shopping center parking lot and when she returned about 45 minutes later, it was gone. She also reported that she left the vehicle unlocked with the windows rolled down and the keys in the center console. Case # 060846

**Other reported incidents during the first week of July included:**

- 5 Non Injury Accidents
  - 1 Injury Accident
  - 1 Hit & Run Accident
  - 2 Vehicle Prowls
  - 1 Driving While License Suspended Arrest
- July 10<sup>th</sup>: A 17-year old male and a 17-year old female were arrested for attempting to steal \$28 worth of cosmetics from a local grocery store. The male told the arresting officer that the female was “homeless” and he was just trying to help her out by participating in the theft. Both teens were released to a parent and the arrest report has been forwarded to Remann Hall for charges. Case # 060852



- July 10<sup>th</sup>: Officer Garcia was dispatched to a local clothing store on an attempted shoplift. Upon arriving, Officer Garcia learned that a male and female had attempted to steal several items from the store. The female had fled the store on foot, however the male's van was blocked in by a customer. Officer Garcia took the 26-year old male into custody and soon discovered that the van being driven by the suspect was a stolen vehicle from Auburn. The male was booked into the county jail on possessing stolen property. The female was not located. Case # 060853
- July 10<sup>th</sup>: Officer Garcia responded to the scene of a one-car accident. Upon talking to the 30-year old female driver, Officer Garcia determined that she was intoxicated. The female failed the field sobriety tests at the scene and was arrested for DUI. She later blew a .100 & .093 on the BAC machine. Case # 060855
- July 11<sup>th</sup>: A 16-year old male was arrested for attempting to steal several cans of "Sparks" Malt Liquor from a local grocery store. The male was seen jamming the cans into the pockets of his shorts and attempting to walk out of the store. The 16-year old is currently awaiting his court date from a previous theft arrest. Case # 060856
- July 11<sup>th</sup>: A local car dealership reported that someone entered the parts department and showroom by breaking out the side window of an office. The perpetrator emptied the key box containing the keys to all of the dealership's vehicles; however, no keys or vehicles were taken. Case # 060858
- July 11<sup>th</sup>: Sgt. Emmett responded to a drunk & disorderly call of a male lying on the sidewalk in front of a local sporting goods store. Sgt. Emmett made contact with the 41-year old male and assisted him in standing up. The male was somewhat belligerent and a warrants check revealed an Assault (DV) warrant for his arrest. The male was taken into custody and booked into the county jail. Case # 060861
- July 13<sup>th</sup>: Vandals damaged the play ground equipment at a local elementary school by "tagging" the equipment with black paint. There are no suspects in the case. Case # 060874
- July 13<sup>th</sup>: A local home improvement store reported that a male approximately 45 to 55-years old, pushed a cart containing a welder up to the cash registers. The male then walked outside briefly and then reentered the store. After reentering the store, the male grabbed the welder and ran out to a parked vehicle waiting for him. The vehicle then fled the parking lot. Store employees saw the vehicle's license plate and the theft was video taped by the store's security system. The theft is currently under investigation. Case # 060875

- July 13<sup>th</sup>: An intoxicated 29-year old male was assaulted in the parking lot of a local tavern after yelling insults at another patron. The assault was witnessed by an off-duty PCSO Deputy, who chased the 36-year old male suspect down detaining him until GHPD officers arrived. The victim was treated for a bloody nose and the suspect was issued a criminal citation for Assault 4<sup>th</sup> degree. Case # 060876
- July 13<sup>th</sup>: A short time after being arrested for the tavern assault, the same 36-year old male was arrested for Vehicle Prowl and Theft. Officer Allen was patrolling behind a local grocery store when he saw an occupied P/U truck parked next to a couple of delivery trucks. Officer Allen contacted the driver of the P/U and discovered that it was the same subject that was arrested earlier for the assault. Officer Allen also discovered that the male had broken into one of the two delivery trucks and was trying to siphon gas from the trucks. This time the suspect was booked into the county jail on multiple charges. Case # 060877
- July 13<sup>th</sup>: An unknown suspect(s) burglarized two local businesses by smashing out the front door glass to gain entry. The perpetrators then opened the cash registers looking for cash. \$17 was stolen from one of the businesses and nothing from the other. Nothing else appeared stolen or tampered with. There are no suspects at this time. Cases # 060885 & # 060888
- **Other reported incidents during the second week of July included:**
  - 4 Non Injury Accidents
  - 1 Injury Accident
  - 2 Hit & Run Accidents
  - 2 Vehicle Prowls
- July 17<sup>th</sup>: Sgt. Busey was dispatched to a 3-car injury accident at a local shopping center. When he arrived he discovered that an intoxicated 66-year old female had slammed her Cadillac into a parked car, which in turn struck another parked car. An elderly female was attempting to unlock one of the cars when she was knocked down by the collision. She complained of minor aches and pains and was treated at the scene by the Fire Department. The intoxicated female failed field sobriety tests at the scene and was arrested for DUI. She later blew a .138 & .139 on the BAC machine. Case # 060891
- July 17<sup>th</sup>: Officer Garcia investigated an injury accident involving a motorcycle vs. automobile. The investigation revealed that the 63-year old male motorcyclist cut a corner too sharp and drove into the side of an auto. The motorcyclist was transported to the hospital with minor injuries. Case # 060892
- July 19<sup>th</sup>: Employees of a local bank reported that someone attempted to break into the bank by prying open a side door. The door was damaged, however no entry was made. There are no suspects. Case # 060900

- July 19<sup>th</sup>: Officer Allen responded to an alarm at a local restaurant and discovered that someone had forced entry into the outside freezer. It appears that the alarm frightened the perpetrators off, as nothing was taken from the freezer. Case # 060907
- July 20<sup>th</sup>: On 7/17/06, a female purchased a months supply of Percocet pain pills from a local grocery store. After she left, the pharmacist discovered that the prescription was forged. While investigating the incident, it was discovered that the same female has purchased 15 months worth of Percocet and other narcotics from the same store during the last 6 months. The female was identified and Detective Douglas began a search for her. On 7/20/06, the grocery store called GHPD and said that the same female was attempting to purchase more Percocet with another forged prescription. Officer Jahn and Reserve Officer Watkins arrived on the scene and took her into custody. The 26-year old female suspect was later booked into the county jail on multiple charges of Forgery and Obtaining a Controlled Substance by Fraud. Case # 060893 & 060910
- July 21<sup>st</sup>: The landlord of a small apartment complex notified the police after he discovered three unusual plants growing in an open deck area behind the apartments. Sgt. Busey went to investigate the call and located three medium sized marijuana plants growing in pots. Sgt Busey also discovered five pots containing fresh soil and planted marijuana seeds. Due to the plants being grown in an open area, it was impossible to determine ownership. The plants were confiscated and booked into the GHPD property room for destruction. Case # 060913
- July 22<sup>nd</sup>: While on patrol, Officer Dahm and Reserve Officer Menday observed a 20- year old male subject acting suspicious in a local shopping center parking lot. The subject is known to GHPD due to a history of thefts. The officers stopped and talked with the subject and asked him what the bulges were in his pants pockets. The male emptied his pockets and was in possession of another person's driver's license. When questioned, the male could not provide an explanation for having the driver's license. The owner of the driver's license was contacted and it was determined that the license had been stolen. The 20-year old male was taken into custody and issued a criminal citation for theft. The driver's license was returned to the owner. Case # 060917
- July 23<sup>rd</sup>: Officers were dispatched to a domestic violence assault at a local residence. The call reported that a 39-year old female was being beaten by her 43-year old live-in boyfriend and she had locked herself in a bathroom. When the officers arrived, lights in the house went out and no one would answer the door. The officers removed a screen from an open window and entered the residence. The male was located in an upstairs bedroom acting as if he was asleep. The female could not be located. The male admitted to having an

argument with his girlfriend, but denied that any violence had occurred. He stated that his girlfriend walked away from the residence prior to the officers arriving. The male was taken into custody on an unrelated assault that he had committed earlier in the evening upon a male friend of his. As officers searched the neighborhood for the female victim, they received a call that she had returned to the residence. Upon contacting the female victim at their residence, it was apparent that she had been badly beaten on the back and buttocks with a wooden back scratcher. After providing a statement, the victim's injuries were photographed and a friend transported her to a local hospital. The male suspect was booked into the county jail on charges of Assault 4<sup>th</sup>, Assault 3<sup>rd</sup> (DV) and Malicious Mischief (DV). Case # 060920

**Other reported incidents during the third week of July included:**

- 4 Non Injury Accidents
  - 3 Hit & Run Accidents
  - 1 Vehicle Prowl
  - 3 Driving While License Suspended 3<sup>rd</sup> degree arrests
- July 24<sup>th</sup>: Officer Garcia took a phone harassment report in which a 17-year old ex-boyfriend called his former girlfriend and, using a disguised voice, made threats to harm her. Officer Garcia arranged an interview with the boy and his father. After initially denying involvement, the boy admitted to making the call "as a joke." The case was referred to Remann Hall. Case #060926
  - July 25<sup>th</sup>: A woman reported that while she and her dog were in the Petco store, a pitbull broke away from its owner within the store and briefly attacked the first woman's dog. The "victim" dog sustained a cut on one of its ears. The dog owners exchanged information and the victim dog owner wanted the incident documented. Case 060929
  - July 25<sup>th</sup>: Officer Cabacungan contacted a suspicious person lingering near a truck parked in the Kimball Drive Park & Ride. The subject had a significant quantity of "shaved" keys, commonly used for stealing cars, in his possession. Although the subject claimed that the truck was his, it was not registered to him (and he did not know the name of the registered owner). After more investigation, Cabacungan spoke with the registered owner who affirmed that he had sold the truck to this subject recently. It is unclear why this subject was at the Park & Ride. Case # 060930
  - July 25<sup>th</sup>: Shortly after 2:10 a.m., Officer Allen and Sergeant Emmett were dispatched to local apartment complex where witnesses reported that two subjects had just stolen a riding lawn mower and fled in a truck. Due to construction on SR-16, the subjects could not use the nearest onramps to leave the area and were soon located nearby. The subjects produced a fictitious Bill

of Sale that was refuted by the actual owner of the lawn mower. Both subjects were booked into jail on felony theft charges. Case # 060932

- July 26<sup>th</sup>: GHPD Officers assisted the West Sound Narcotics Enforcement Team (WestNET) in the arrest of a Seattle man who had been distributing heroin to at least one Gig Harbor resident. The Gig Harbor Police made this arrest subsequent to a lengthy investigation that started with a routine traffic stop by Sgt. Busey earlier in the year. Approximately 1.5 ounces of heroin, a vehicle and \$7000 in cash were seized in the arrest of the drug dealer. Case # 060936
- July 27<sup>th</sup>: The owner of a business complex on Peacock Hill Avenue reported that someone stole a picnic table and chairs that had been located on his property. This crime may be related to several other thefts of chairs, benches, and patio furniture in the downtown Gig Harbor area recently. Case # 060937
- July 30<sup>th</sup>: A teenage male fled a local grocery store after stealing a case of beer. Store employees recognized this subject as the same one who has committed similar thefts approximately five times previously. (On two of those instances, employees caught the subject and released him with a warning and no police involvement) On this occasion, store employees obtained a license plate of the suspect vehicle. GHPD officers, with the cooperation of the registered owner/parent, located two teenaged suspects involved with this theft and another similar theft from another store that was undetected by the business. The primary suspect was booked into Remann Hall for two counts of theft and being a minor in possession of alcohol. A report will be forwarded to prosecutors for charges. Case # 060950

**Other reported incidents during the fourth week of July included:**

- 2 Non Injury Accidents
- 1 Hit & Run Accident
- 6 Vehicle Prowls
- July 31<sup>st</sup>: Over the weekend, vandals spray-painted graffiti at the city owned skateboard park and water tower. Some of the graffiti was written using the initials “CBC”, “JB”, and “Jake the Snake.” Lt. Colberg and Officer Chapman investigated the vandalism and were able to identify two local teenagers that are known for using those monikers. The case is still under investigation and arrests are imminent. Case # 060958
- July 31<sup>st</sup>: Teenage males were seen on video tape damaging flower beds and exterior lights at a local business park. As of yet, the images have not been identified and the case is currently under investigation. Case # 060959
- July 31<sup>st</sup>: A 1975 “Boston Whaler” boat valued at \$5000.00 was stolen from a local marina. The boat was found a short time later abandoned at the Long

Branch Marina in Key Peninsula by the Pierce County Sheriff's Department.  
Case # 060961

- August 1<sup>st</sup>: Officer Garcia was dispatched to the scene of a hit & run accident in a shopping center parking lot. The witness provided a very good description of both the driver and the vehicle used in the offense. When Officer Garcia contacted the 17-year old male owner of the suspect vehicle, he denied any knowledge of the incident. After Officer Garcia informed him that the entire incident was on video tape from a store security system, the 17-year old admitted to the collision and fleeing the scene. The suspect was arrested for Hit & Run (unattended) and Making False Statements to a Law Enforcement Officer. A report of the incident was forwarded to Remann Hall for charging.  
Case # 060968

#### **TRAINING:**

- All GHPD employees attended mandatory CPR/First Aid training on July 6<sup>th</sup> and 14<sup>th</sup>.
- Officer Welch attended a Patrol Training Officer course in Duluth, Minnesota from July 10<sup>th</sup> to the 21<sup>st</sup>. This training was paid for by a Federal grant.
- Sgt. Busey and Detective Douglas attended DNA Collection and Utilization class at South Puget Sound Community College. This training specifically dealt with DNA evidence collected in sexual assault cases.
- Our new recruits began the Basic Law Enforcement Training Academy on July 12<sup>th</sup> and are doing very well. They are due to graduate in November of this year.
- Officer Chapman attended the Regional Heavy Equipment Theft Summit held in Tacoma on July 26<sup>th</sup>.
- Several officers participated in the Lo-Jack Auto Theft training provided at GHPD. This training instructed officers on how to use the new tracking equipment installed in two of our patrol vehicle designed to track stolen vehicles.
- Lt. Colberg attended a week-long Police Internal Affairs course held at Tacoma Police Department from July 17<sup>th</sup> to the 21<sup>st</sup>.

#### **SPECIAL PROJECTS:**

The two new "black & white" patrol vehicles are in service and looking good! We are receiving positive comments from the community on the change in color.

CSO Lynn Mock and baby are doing well. Her new baby boy is named "Brody" and was born August 2<sup>nd</sup> at 9:00 am. He is a whopping 7 pounds and 15 ounces and measured in at 20 inches.

**PUBLIC CONCERNS:**

GHPD and the Pierce County Sheriff's Department have been working together to target a rising spree of construction site burglaries in the area. This joint emphasis will continue for the foreseeable future and recently received information on several suspects in the case. This break was due to a Field Interview Report conducted by GHPD Officer Dahm along with some investigative work by PCSD Detective Myron.

**FIELD CONTACTS:**

Staff made the following contacts in the community during July:

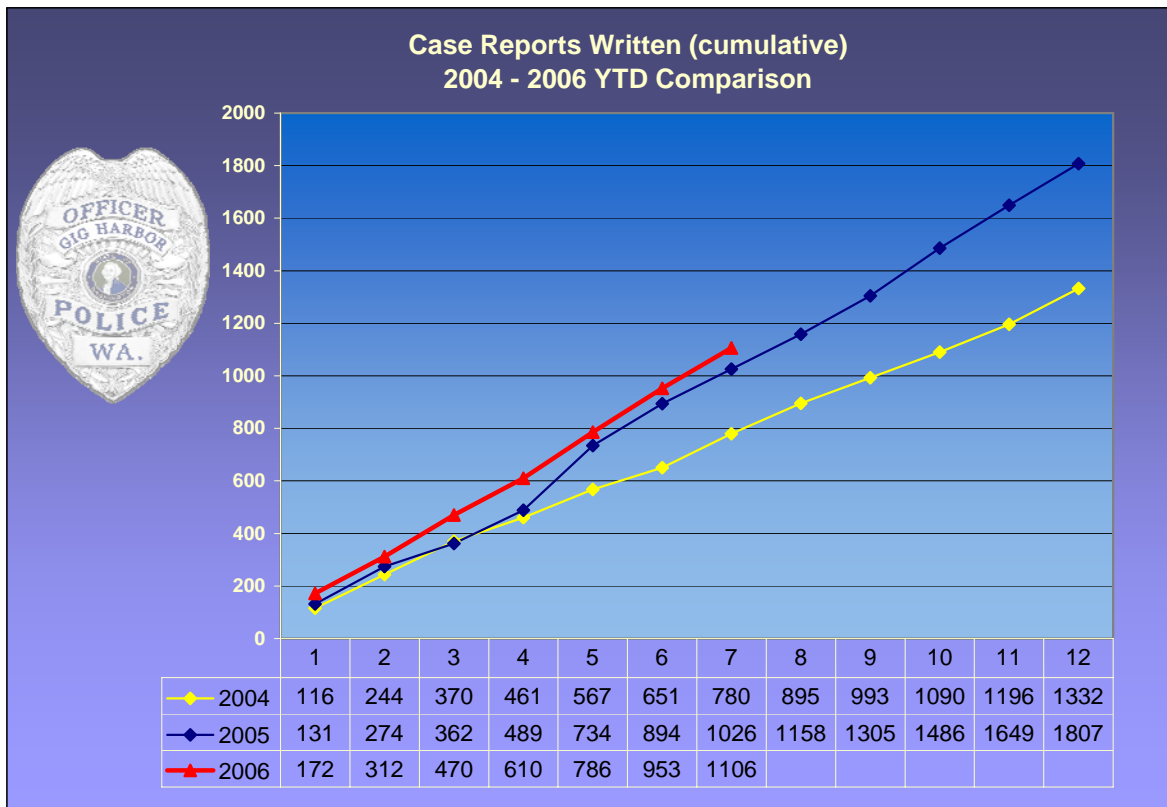
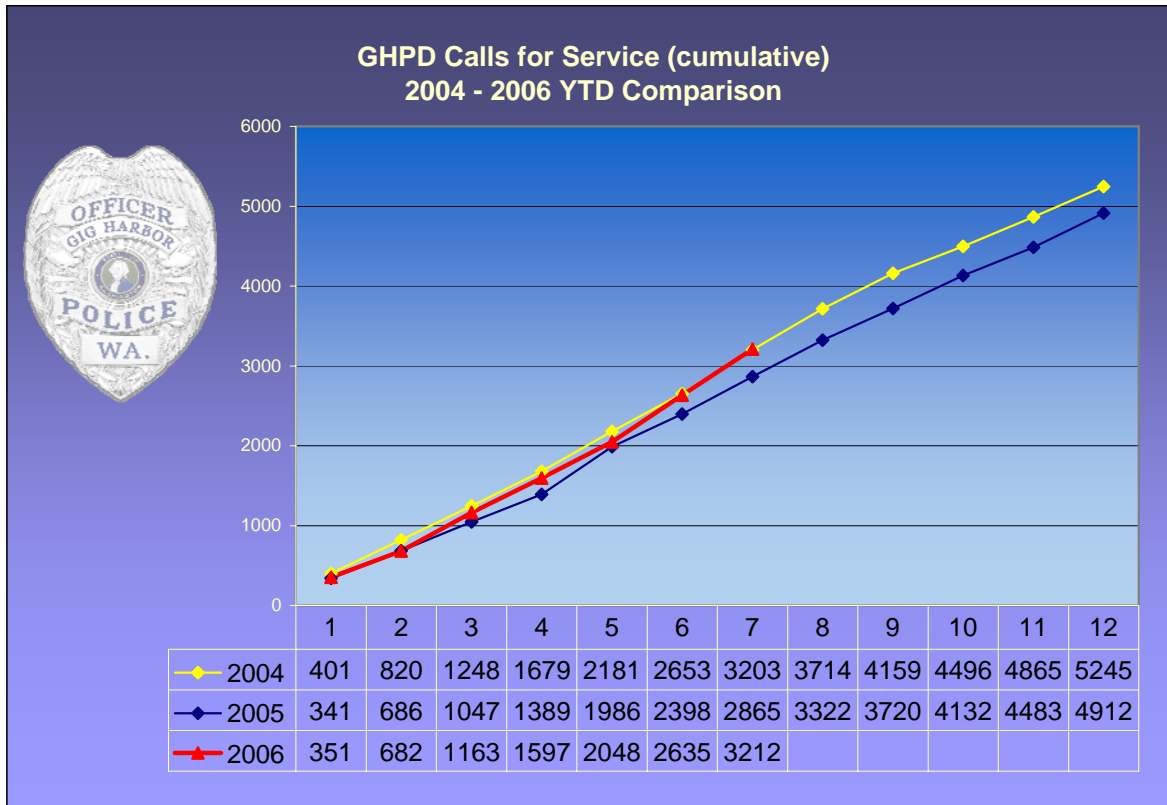
- Chief Davis presented a department overview on August 1 to the Gig Harbor "Noon" Rotary Club.
- GHPD held its first annual "National Night Out" on the lawn in front of the Civic Center. This is a National program aimed at supporting crime prevention programs such as Neighborhood Watch.
- Chief Davis presented another department overview to the Gig Harbor Chamber Forum on August 3<sup>rd</sup>.

**OTHER COMMENTS:**

Nothing further

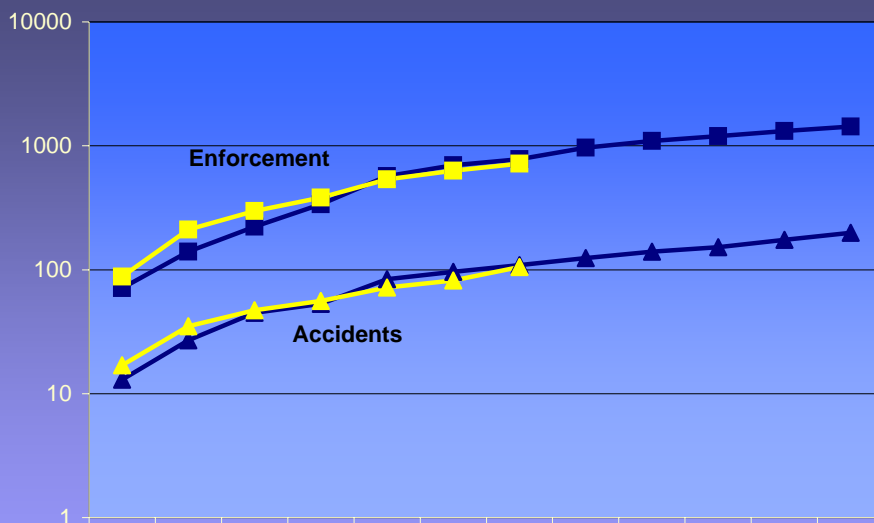
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## JULY 2006 YTD MONTHLY ACTIVITY GRAPHS



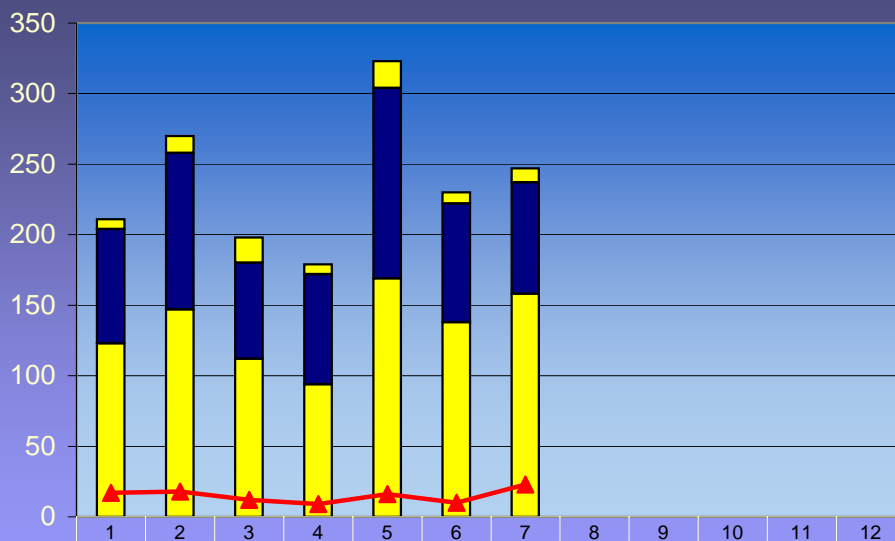


### Trends: Traffic Enforcements vs. Accidents 2005 - 2006 YTD Comparison (cumulative)



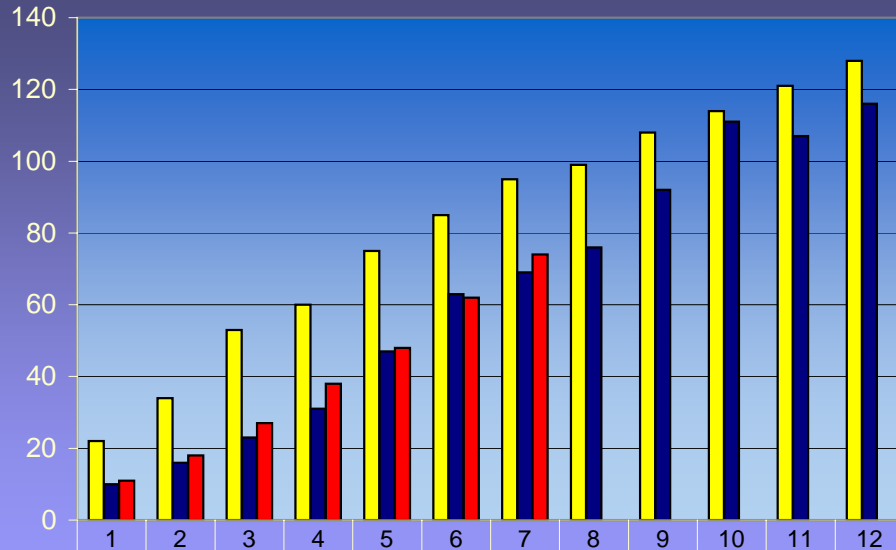
	1	2	3	4	5	6	7	8	9	10	11	12
2005 Infractions + Citations	71	140	223	337	568	696	779	968	1092	1195	1316	1432
2006 Infractions + Citations	88	211	297	382	536	628	717					
2005 Reportable Accidents	13	27	45	53	84	96	109	124	140	152	174	199
2006 Reportable Accidents	17	35	47	56	72	82	105					

### 2006 Traffic Enforcement vs. Accidents Comparison Monthly Totals



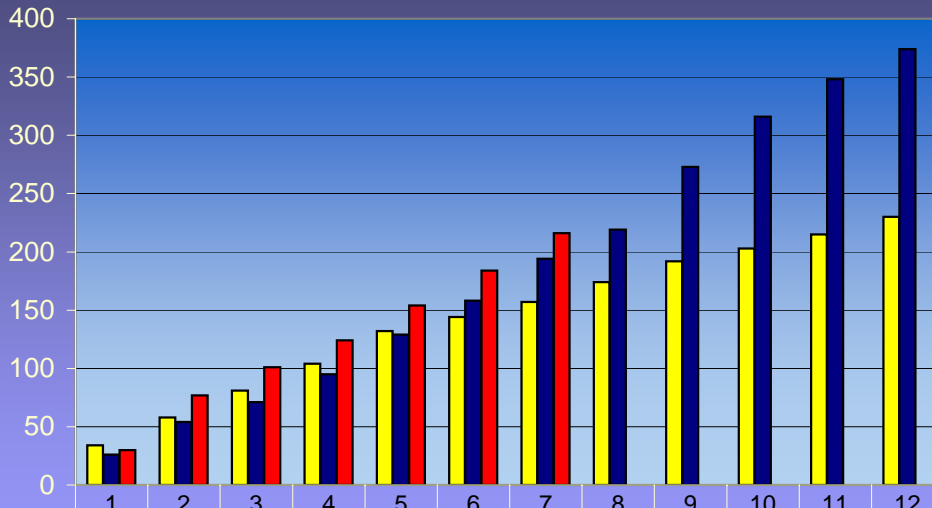
	1	2	3	4	5	6	7	8	9	10	11	12
Criminal Traffic Citations	7	12	18	7	19	8	10					
Infractions	81	111	68	78	135	84	79					
Verbal Warnings	123	147	112	94	169	138	158					
Accidents	17	18	12	9	16	10	23					

### Felony Arrests (cumulative) 2004 - 2006 YTD Comparison



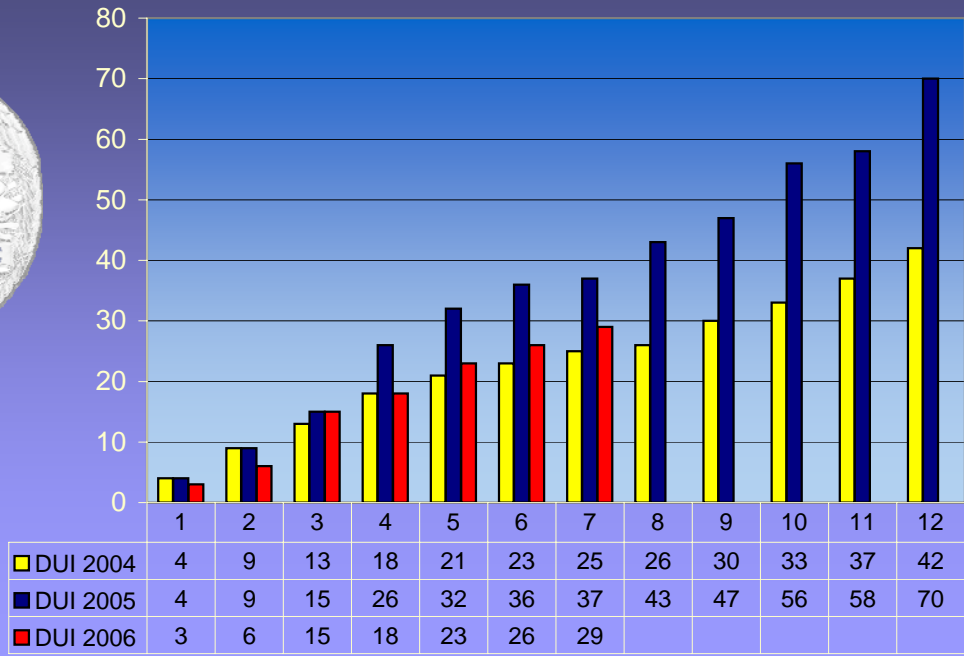
■ Felony 2004	22	34	53	60	75	85	95	99	108	114	121	128
■ Felony 2005	10	16	23	31	47	63	69	76	92	111	107	116
■ Felony 2006	11	18	27	38	48	62	74					

### Misdemeanor Arrests (Cumulative) 2004 - 2006 YTD Comparison



■ Misdemeanor 2004	34	58	81	104	132	144	157	174	192	203	215	230
■ Misdemeanor 2005	26	54	71	95	129	158	194	219	273	316	348	374
■ Misdemeanor 2006	30	77	101	124	154	184	216					

### DUI Arrests (cumulative) 2004 - 2006 YTD Comparison



### Warrant Arrests (cumulative) 2004 - 2006 YTD Comparison

