

# **Gig Harbor City Council Meeting**

**February 12, 2007  
6:00 p.m.**



**AGENDA FOR  
GIG HARBOR CITY COUNCIL MEETING  
February 12, 2007 - 6:00 p.m.**

**CALL TO ORDER:**

**PLEDGE OF ALLEGIANCE:**

**CONSENT AGENDA:**

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

1. Approval of the Minutes of City Council Meeting of January 22, and Special City Council Meeting of January 29, 2007.
2. Correspondence / Proclamations: Volunteer Appreciation Week.
3. Resolution 700 – Designation of the Official Newspaper.
4. Appointments to Lodging Tax Advisory Committee.
5. Hotel / Motel Contracts: Tacoma Regional convention & Visitors Bureau; Kitsap Convention & Visitors Bureau; and Zahorsky & Associates Public Relations.
6. Appointments to Council Committees.
7. Purchase Authorization – Electric Variable Frequency Motor.
8. Temporary Construction Inspection Services.
9. Eddon Boat Remediation Clean-up Action Plan – Contract Amendment.
10. Police Guild Contract for 2007-09.
11. 56<sup>th</sup> Street/Olympic Drive Improvement Project Plans, Specifications and Estimate – Contract Authorization.
12. Rules of Professional Conduct – Conflict of Interest Letter.
13. Amendment to Job Description – Engineering Tech.
14. Approval of Payment of Bills for February 12, 2007:  
Checks #52658 through #52868 in the amount of \$707,548.57.
15. Approval of Payment of Payroll for January:  
Checks #4548 through #4576 and direct deposit entries in the amount of \$281,140.99.

**OLD BUSINESS:**

1. Second Reading of Ordinance – Relating to Annexation and Zoning - Shafer (ANX 06-1302).
2. Second Reading of Ordinance – Dahl Rezone (REZ 06-1326).
3. Second Reading of Ordinance – To Exempt Net Shed from the Maximum Gross Floor Area Requirements in the Waterfront Residential, Waterfront Millville and Waterfront Commercial Districts. A New Definition for “Historic Net Sheds” is also Proposed.
4. RB-1 Inventory Review.

**NEW BUSINESS:**

1. Design Review Process Improvement Presentation – Kurt Latimore.
2. First Reading of Ordinance – Relating to Annexation and Zoning – Hansen (ANX-1313).
3. First Reading of Ordinance – Reauthorizing Speed Limit on Portions of Certain City Streets.
4. First Reading of Ordinance – St. Anthony Zoning Map Amendment.
5. First Reading of Ordinance – Reconsideration of Hearing Examiner’s Decisions.

**STAFF REPORT:**

**PUBLIC COMMENT:**

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

- Intergovernmental Affairs Committee
- Planning / Building Committee
- Boards and Commission Candidate Review Committee

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Operations and Public Projects Committee Meeting – Thursday, February 15, 2007, at 3:00 p.m. in the Engineering/Operations Conference Room.
2. GH North Traffic Options Committee – Wednesday, February 21, 2007, at 9:00 a.m. in Community Rooms A & B.
3. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rooms A & B.
4. Gig Harbor North Visioning, March 14, 6 p.m., Community Rooms A & B.

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

**ADJOURN:**



## **GIG HARBOR CITY COUNCIL MEETING OF JANUARY 22, 2007**

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

**CALL TO ORDER:** 6:03 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 City Council Meeting of January 8, 2007.
2. Correspondence / Proclamations: Toastmasters Week.
3. Eddon Boat Environmental Permitting Assistance – Contract Amendment (Inspectus, Inc.).
4. Uptown & MultiCare Development Projects Easement Agreements for Harbor Monsoon Restaurant and Kitsap Bank.
5. Amendment to Job Description – Engineering Tech.
6. Liquor License Renewals: El Pueblito Restaurant; Albertson's; Olympic Drive Mart.
7. Approval of Payment of Bills for January 22, 2007:  
Checks #52499 through #52657 in the amount of \$525,930.71.

Mayor Hunter announced that there was a request to remove item number 5, Amendment to Job Description – Engineering Tech, from the Consent Agenda.

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

### **OLD BUSINESS:**

1. Second Reading of Ordinance – Clubs and Lodges Text Amendment. Jennifer Kester, Associate Planner, presented a summary for this ordinance and recommended adoption at this second reading.

**MOTION:** Move to adopt Ordinance No. 1066 as presented.  
Young / Kadzik – unanimously approved.

2. Second Reading of Ordinance – GHMC 1.20 Official Newspaper. Molly Towslee, City Clerk, explained that this ordinance amends the code to allow Council to make a choice by removing the specific reference to The Peninsula Gateway as the official newspaper, and adds a requirement that the official paper be adopted by resolution.

**MOTION:** Move to adopt Ordinance No. 1067 as presented.  
Ekberg / Young – unanimously approved.

**NEW BUSINESS:**

1. First Reading of Ordinance – Relating to Annexation and Zoning - Shafer (ANX 06-1302). John Vodopich, Community Development Director, presented this ordinance finalizing the annexation of a parcel on Soundview Drive. He explained that the annexation petition was accepted by Council Resolution No. 688 and approved by Pierce County Boundary Review Board on January 2<sup>nd</sup>.

Councilmember Dick commented that this should be passed without a second reading. He explained that there is no further consideration necessary and it wastes the process when it doesn't serve any public function.

**MOTION:** Move to adopt Ordinance No. 1068 at this first reading.  
Dick / Young –

Councilmember Young asked for further clarification. He then commented that this doesn't meet the criteria for emergency passage, but he understands Councilmember Dick's comments.

Councilmember Ekberg said that he too understands, but the city has a process in place of two readings of an ordinance except in an emergency. He suggested that maybe we need to look at the policy and then carve out the ones that make sense to pass in one reading. As long as the policy is in place, he said that he will adhere to the two readings.

**RESTATED MOTION:** Move to adopt Ordinance No. 1068 at this first reading.  
Dick / Young –

Councilmembers Young, Dick, Conan, and Kadzik voted yes. Councilmembers Ekberg, Franich and Payne voted no. The motion failed for lack of a supermajority vote and the ordinance will return for a second reading.

2. First Reading of Ordinance – Dahl Rezone (REZ 06-1326). John Vodopich presented this ordinance that changes the city's zoning map to reflect the Hearing Examiner's final decision to rezone this property. He addressed questions on the irregularities in the Zoning and Comp Plan maps.

Councilmember Franich stressed the importance of reconciling the two maps. He said that he was surprised to see the DB zone extending up Pioneer and said he was pleased to hear that this would be the last parcel to be zoned this way.

Ms. Kester explained that they are in the process of re-drafting the zoning map to conform to the new Pierce County system. She clarified that the parcel on the east side of Pioneer is a split-zoned parcel.

3. First Reading of Ordinance – To Exempt Net Shed from the Maximum Gross Floor Area Requirements in the Waterfront Residential, Waterfront Millville and Waterfront

Commercial Districts. A New Definitions for “Historic Net Sheds” is also Proposed.

Tom Dolan, Planning Director, presented the background information on this ordinance, drafted at Council’s request that would address the concern that current regulations could be a disincentive to preserve the historic netsheds.

Lita Dawn Stanton presented a PowerPoint slide show illustrating the inventory that she completed of netsheds along Gig Harbor’s waterfront.

Councilmember Ekberg complimented Ms. Stanton on the inventory, which reinforces the number of amazing historic structures along the waterfront. Councilmember Kadzik added that to have this inventory is a tremendous thing. He said this is a good first step in preserving these structures and he likes the direction that the Planning Commission has taken to do so.

Councilmember Young asked for clarification on whether a property owner would be allowed to drop the historic designation after gaining the exemption. Tom Dolan responded that if someone gained the bonus area through the exemption, and then tore down or withdrew the netshed from the historic register, no further building permits would be approved and they would potentially be in violation of the zoning code. One provision for allowing the bonus area is that it be maintained with a historic designation.

Councilmember Young then said that he would like to discuss the possibility that netsheds would not be allowed to be demolished or drastically changed in character.

Councilmember Kadzik agreed that this ordinance encourages adaptive reuse of the netsheds, but he could also get behind the idea of being more restrictive. Mayor Hunter agreed.

Councilmember Franich said that although the netsheds are a very important part of our history, he is a property rights person. He said that he discussed his concerns with the definition of netsheds with Tom Dolan and Councilmember Payne, and after learning that 17.07.050 lists the criteria to become part of the historic register, he said that he feels more comfortable. He then said that the ordinance speaks to the elements that preserve the netsheds in the manner that we would like to see. He asked if the ordinance would be back for a second reading before the Planning Commission has a chance to further clarify the definition during their February meeting.

Mr. Dolan responded that the intent is to bring it back at the next meeting, but if Council wishes to wait for the DRB to discuss changes, the ordinance would have to return for another first reading. Councilmember Franich said that he would discuss his concerns with Mr. Dolan rather than delaying action.

Tom Dolan explained that Lita Dawn Stanton has specific criteria for netsheds that the DRB will be asked to focus upon. Councilmember Franich then asked Mr. Dolan to speak to the discussion by the Planning Commission regarding other waterfront property owners should be allowed the benefit of the exemption.

Mr. Dolan gave an overview of the discussion during the Planning Commission meeting. He said that the problem identified is the square footages for the shoreline districts were established for a specific purpose. To allow anyone to expand waterward would be inconsistent with the Planning Commission's and Council's determination for those districts.

Councilmember Kadzik asked if it would be possible to include the inventory of netsheds as an exhibit to the ordinance. If so, then the definition of a netshed would be peripheral.

Councilmember Young commented that he did not believe that you can identify specific parcels in an ordinance such as this, but he deferred to the city attorney.

Councilmember Franich said that he opposed giving this specific list of properties exemptions. He cited Isamira Restaurant as an example of a structure that shouldn't qualify because it doesn't resemble a netshed any longer.

Councilmember Young pointed out that this structure is an example of adaptive reuse of the property, which is what will save these structures. Councilmember Franich responded that it is a fine line between saving the netsheds by allowing some adaptive reuse that is a benefit to the owner as opposed to a total change.

Councilmember Ekberg said that this is a good point; the architectural style on this building is the same, but the combined decking with another structure makes it different. The unique thing about the other netsheds is that they are standalone structures, and that may be something to consider in the adaptive reuse; to make sure that they remain standalone structures.

Councilmember Young pointed out that you would not be able to make these types of changes and still qualify for the historical exemption.

Tom Dolan said that he would check with Carol Morris on the inclusion of the inventory list of netsheds before the next reading of the ordinance.

Councilmember Payne asked if all seventeen identified netsheds are 50 years or older. Ms. Stanton responded that yes, the original structures are 50 years or older.

Kae Paterson – 7311 Stinson Avenue. Ms. Paterson explained that she served on the Planning Commission off and on for twenty-five years, and was involved in writing the first design ordinance showing that she cares a lot about the look of Gig Harbor. Ms. Paterson thanked Ms. Stanton for the inventory. She then explained that she has friends that purchased waterfront property but were unable to do desired work on their house due to the large netshed. The problem has since been solved, but if netsheds are included in the 3500 s.f. limitation, others may be forced to make a decision to eliminate their netshed in order to make improvements. She said that although it would

be nice to keep them all as fishing netsheds, that isn't going to happen, and we need to encourage adaptive reuse. Ms. Paterson said that she likes the idea of designating them as historic structures, and the idea of not changing the exterior unless it goes before the Design Review Board. She voiced concern with 17.97.050 which may act as a disincentive. She said that changes to the interior should not be required to go through design review process. She finalized by saying that we should do everything possible to preserve the netsheds.

Mayor Hunter agreed that adaptive reuse is the way to go and also that interior approval by DRB would be cumbersome.

Lita Dawn Stanton addressed this concern, advising that currently, the interior is not reviewed by the Design Review Board through the historic codes or otherwise. For the purpose of adaptive reuse, the interior is left alone.

4. Public Hearing and Resolution – Development Agreement (Olympic Driveland, LLC). John Vodopich presented this resolution approving a development agreement that would allow the city to collect the pro-rata share contribution for the Olympic Use Development project located at the 5200 block of Olympic Drive.

**MOTION:** Move to approve Resolution No. 699, accepting the Development Agreement for Street Improvements Monetary Contributions for the Olympic Use Development Project.  
Young / Ekberg – unanimously approved.

5. Annual Survey Contract - Pierce County. John Vodopich presented this interagency agreement regarding the two new roundabouts. The one on Peacock Hill and the other on Pt. Fosdick are partially within the county, and this agreement allows Pierce County to do the survey work necessary to transfer of right of way so that the roundabouts lie wholly in the city's jurisdiction.

**MOTION:** Move to authorize the award and execution of the contract for the Interagency Agreement between the City of Gig Harbor and Pierce County for the amount of Seven Thousand Three Hundred Fifty Dollars (\$7,350.00).  
Payne / Conan – six voted in favor. Councilmember Dick abstained.

6. Tangadoe Settlement Agreement. John Vodopich presented the settlement agreement that dismisses the appeal with prejudice and without any cost or attorney's fees. The agreement also prohibits any party from filing any damage claims against the other, arising from the appeal.

Councilmember Franich voiced his disappointment in the direction being taken. He said that it could set a bad precedent on variances adding that he thinks that it would be the right thing to do to pursue it.

**MOTION:** Move to authorize the Mayor to sign the attached settlement agreement and authorize the City Attorney to sign the Stipulation and Order of Dismissal, and to enter it into the court files.  
Payne / Conan – five voted in favor. Councilmembers Franich and Dick voted no.

7. Bid for Official Newspaper. Molly Towslee said that she would like to recommend a daily newspaper to help with public noticing issues, but the bid that was received from the Tacoma News Tribune was significantly higher than the Peninsula Gateway. In addition, the News Tribune would charge for affidavits. She gave an overview of the fees paid during 2006, explaining that the bid from the TNT reflects an almost 260% increase if we ran the same legals through their publication. The affidavit charge would result in another \$2500 in charges.

Councilmember Ekberg noted that this comes up each year and it always a substantial financial difference. He said that he was hoping for an option to use one paper for legal notices and legal printing in the other, but found that this cannot occur. He said he hopes that staff can find a way to minimize the problem with delays in notification, as this results in an increase in costs for others.

**MOTION:** Move to award the official newspaper status to The Peninsula Gateway for 2007.  
Ekberg / Franich – unanimously approved.

Councilmember Young recommended that staff contact the Gateway to see if late notices could be turned if we were willing to pay extra. Councilmember Ekberg suggested having a discussion with the Publisher at the Gateway regarding any other publishing concerns as well.

Ms. Towslee said that a resolution would return at the next meeting designating the Gateway as the official paper.

### **STAFF REPORT:**

1. Mike Davis, Chief of Police – GHPD January Stats. Chief Davis offered to answer questions. He gave an update on Marline McClane, Police Services Specialist, explaining that they expect her to be back at work in a couple of months.

Councilmember Kadzik asked if take-home cars would have been beneficial during the recent inclement weather conditions. Chief Davis responded that the city was well taken care of very quickly with very little infrastructure collapse. If it had been a more serious incident, the city would have benefited from the officers being able to have all the officers on duty with their own vehicles.

Councilmember Dick asked about the decline in numbers in the later part of 2006. Chief Davis explained that he really couldn't explain the drop. He said that in prior

years, the department conducted warrant emphasis patrols. This last year, it didn't occur.

Councilmember Payne asked how heavily we rely upon our Reserve Officers. Chief Davis responded that our department is concerned with liability issues and so our Reserve Officers compliment our regular officers as a second person riding along.

2. David Rodenbach, Finance Director – Quarterly Report. David Rodenbach said that he was happy to announce that all funds are within budget for 2006 and everything went as planned with the estimated ending fund balances. He said that all funds have adequate funds to meet future short-term obligations, and offered to answer questions.

### **PUBLIC COMMENT:**

Patty Cole Ulrichs – 445 7<sup>th</sup> Ave. Ms. Cole Ulrichs thanked the Mayor and Council for adopting the Toastmaster's Week Proclamation. She gave an explanation of the Toastmasters International Organization and the services that they provide. She said that next year she would like to ask for an entire month rather than just a week.

Mayor Hunter presented her with the signed proclamation.

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

Councilmember Franich commented that under 17.48.070, Parking Standards for Millville Area, it says "Parking shall be provided for the combined total for individual uses." He recommended that the Planning Commission look at the parking standards in the Waterfront Millville Area and discuss whether they should be used in all waterfront zones. He said that it makes sense to use a combined total to calculate parking. Councilmember Franich clarified that he was seeking Council support to have the Planning Commission discuss the issue, and then report whether or not they think it is a good idea or not.

Councilmember Young stressed that parking standards in the downtown area are a huge undertaking, and he isn't interested in expanding the scope of the Planning Commission's duties at this time.

Mayor Hunter said that he didn't think it was that big of an undertaking. Councilmember Franich said that there were changes to make the parking standards, as they existing under the development standards of the different waterfront sections, more uniform.

**MOTION:** Move to request the Planning Commission to discuss the pros and cons of having combined parking in all waterfront zone.  
Franich / Conan –

Councilmember Young again stressed that the Planning Commission has a lot on their plate and exempting the netsheds is a time sensitive issue that he would like to have

back as soon as possible. If this is something that should be addressed at a future time, then he would agree. Councilmember Franich and Ekberg concurred.

**RESTATED MOTION:** Move to request the Planning Commission to discuss the pros and cons of having combined parking in all waterfront zone.  
Franich / Conan – unanimously approved.

Councilmember Young reported that the Intergovernmental Affairs Committee met with Tim Schellberg and held a conference call with the federal lobbyist. He explained that the federal lobbyist will be communicating on a regular basis and will share his work program. Councilmember Young said that he would put together a more detailed report to share with the other Councilmembers.

Councilmember Young then announced that there is a hearing on Wednesday at 3:30 p.m. in Olympia regarding reducing the tolls for transponder use. He asked if anyone else was interested in attending, and offered to testify on the city's behalf.

Councilmember Payne asked him for an update on the trip to Washington D.C. Councilmember Young explained that the federal lobbyist would like one or two of the elected officials to go to D.C. to make a pitch for the city. A list of dates will be forwarded to the Councilmembers to see who was interested in traveling.

Councilmember Payne asked about the legislation on spending flexibility for the hotel/motel tax. Councilmember Young said that he would look into that and report back.

Mayor Hunter thanked Councilmember Ekberg for serving as Mayor Pro Tem in the past. Councilmembers concurred that he should continue in this capacity for the year 2007. Mayor Hunter then asked Councilmembers if they would submit their preference for appointments on the Council Committees, and to get their information back to the City Clerk. If no changes are desired, the committees will remain the same.

Mayor Hunter thanked Councilmember Young for representing the city on the Pierce County Regional Council. Councilmember Young gave a brief overview of some of the issues facing PCRC and offered to continue to serve.

Mayor Hunter introduced Terry Brock, Superintendent for Peninsula District. Mr. Brock said that he was attending this meeting as a representative of the Chamber of Commerce.

**ANNOUNCEMENT OF OTHER MEETINGS:**

1. Gig Harbor North Traffic Options Committee – Wednesday, February 21, 2007, at 9:00 a.m. in the Community Rooms A & B.
2. Council Retreat – Wednesday, February 28, at 8:00 a.m. in the Community Rooms A & B to discuss plans for the upcoming year.



**ADJOURN:**

**MOTION:** Move to adjourn at 7:28 p.m.  
Ekberg / Conan – 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

**SPECIAL GIG HARBOR CITY COUNCIL MEETING OF JANUARY 29, 2007**

**PRESENT:** Councilmembers Young, Franich, Conan, Dick, Payne and Kadzik.  
Councilmembers Ekberg acted as Mayor Pro Tem in Mayor Hunter's absence.

**CALL TO ORDER:** 6:03 p.m.

**PLEDGE OF ALLEGIANCE:**

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

**MOTION:** Move to adjourn to Executive Session at 6:04 p.m. for the purpose of discussing potential litigation for approximately 30 minutes.  
Young / Franich – unanimously approved.

At 6:30 p.m., Councilmembers Conan, Dick, Payne, Kadzik and Mayor Pro Tem Ekberg returned to the Council Chambers.

**MOTION:** Move to return to regular session at 6:30 p.m.  
Conan / Payne – unanimously approved.

**MOTION:** Move to adjourn back to Executive Session at 6:30 p.m. for the purpose of discussing pending litigation for approximately another 30 minutes.  
Conan / Payne – unanimously approved.

**MOTION:** Move to return to regular session at 7:54 p.m.  
Franich / Conan – unanimously approved.

**NEW BUSINESS:**

1. Ordinance – Amending the Procedure for Council Reconsideration of Hearing Examiner's Decisions.

**MOTION:** Move to table this agenda item.  
Young / Conan – unanimously approved.

**ADJOURN:**

**MOTION:** Move to adjourn at 7:54 p.m.  
Franich / Conan – unanimously approved.

CD recorder utilized:  
Disk #1 Tracks 1 - 4

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Steven K. Ekberg, Mayor Pro Tem

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Molly M. Towslee, City Clerk

## PROCLAMATION OF THE MAYOR OF THE CITY OF GIG HARBOR

WHEREAS, the City of Gig Harbor encourages volunteerism as part of a healthy community;  
and

WHEREAS, the City of Gig Harbor provides a volunteer information center to assist with  
volunteer matches; and

WHEREAS, volunteers are found in every aspect of the region helping build stronger schools,  
arts, environment, government, economy and much more; and

WHEREAS, Gig Harbor residents of all ages make time in their lives to volunteer for their  
favorite causes;

NOW, THEREFORE, I, Chuck Hunter, Mayor of the City of Gig Harbor, do hereby  
proclaim the week of February 12<sup>th</sup> - 18<sup>th</sup> 2007

*Gig Harbor Volunteer Appreciation Week*

in the City of Gig Harbor, and I urge all citizens to join me in this special observance.

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Chuck Hunter, Mayor

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Date



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Resolution 700  
Designating the City's Official Newspaper

**Proposed Council Action:**

Motion to adopt Resolution No. 700 designating  
The Peninsula Gateway as the city's Official  
Newspaper

**Dept. Origin:** Administration

Prepared by: Molly Towslee, City Clerk

**For Agenda of:** February 12, 2007

**Exhibits:** Resolution No. 700

Initial & Date

**Concurred by Mayor:**

CH 2/05/07

**Approved by City Administrator:**

RJK

**Approved as to form by City Atty:**

CAM 1-29-07

**Approved by Finance Director:**

DJR

**Approved by Department Head:**

VA

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

City Council adopted an ordinance at the last meeting that allows the official newspaper designation to be made by resolution. Council also made a motion to designate The Peninsula Gateway as the official paper, and the attached resolution implements that motion.

**FISCAL CONSIDERATION**

**BOARD OR COMMITTEE RECOMMENDATION**

**RECOMMENDATION / MOTION**

**Move to:** Adopt Resolution No. 700 designating The Peninsula Gateway as the city's Official Newspaper

**RESOLUTION NO. 700**

**A RESOLUTION OF THE CITY OF GIG HARBOR  
DESIGNATING OFFICIAL NEWSPAPER.**

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**WHEREAS**, the City is required to designate an Official Newspaper for the purpose of publishing legal notices under 65.16 RCW; and

**WHEREAS**, a call for bids for an Official Newspaper that meets the qualifications in 65.16 RCW was published on January 10, 2007; and

**WHEREAS**, the city shall award the official newspaper services to the lowest, responsible bidder in accordance with RCW 35.23.352 and further reserves the right to reject all bids received; and

**WHEREAS**, bids for official newspaper were received from The Peninsula Gateway and by The Tacoma News Tribune; and

**WHEREAS**, both publications are of general circulation in the City of Gig Harbor and is a daily publication, which meets the city's noticing requirements; and

**WHEREAS**, The Peninsula Gateway was the lowest responsible bidder;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, AS FOLLOWS:**

Section 1. The Peninsula Gateway is designated to be the official newspaper for the City of Gig Harbor for publication of all official notices, which the City is required to publish.

Section 2. This resolution shall be effective immediately upon passage and signatures hereto.

**RESOLVED** by the City Council at its regular meeting held on the 12<sup>th</sup> day of February, 2007.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

FILED WITH THE CITY CLERK: 01/23/07  
PASSED BY THE CITY COUNCIL: 02/12/07  
RESOLUTION NO. 700



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Recommendation for Appointment for Lodging Tax Advisory Committee

**Proposed Council Action:** I recommend the Council approve the slate as presented.

**Dept. Origin:** Administration - Marketing

Prepared by: Laureen Lund

**For Agenda of:** February 12, 2007

**Exhibits:**

Initial & Date

**Concurred by Mayor:** CH 2/05/07  
**Approved by City Administrator:** PRK 2/5/07  
**Approved as to form by City Atty:** CAM 2/1/07  
**Approved by Finance Director:** PR 2/1/07  
**Approved by Department Head:** [Signature]

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

Per Resolution No.509 passed by the Gig Harbor City Council on January 13, 1997 the City of Gig Harbor annually appoints members to the Gig Harbor Lodging Tax Committee who will insure continued use of the tax in a manner deemed in the best interest of the city.

**FISCAL CONSIDERATION**

none

**BOARD OR COMMITTEE RECOMMENDATION**

It is recommended that the following representatives be approved for membership on this advisory committee for 2007:

Elected Official of the City of Gig Harbor

Derek Young

Representatives of businesses required to collect the tax:

Wade Perrow  
Sue Braaten  
Kathy Franklin  
Janice Denton

Representatives of activities or organizations to benefit from the use of the tax:

Randy Fortier  
Cheri Johnson  
John Moist  
Ruth Marie Zimmerman

**RECOMMENDATION / MOTION**

**Move to:**

approve the slate as presented



**Business of the City Council  
City of Gig Harbor, WA**

- Subject:** Approval for Hotel/Motel 07 Contracts
- Zahorsky & Associates Brand Communications
  - Tacoma Regional Convention & Visitors Bureau
  - Kitsap Visitors & Convention Bureau

**Proposed Council Action:** I recommend the Council approves the contracts as presented.

**Dept. Origin:** Administration - Marketing

**Prepared by:** Laureen Lund

**For Agenda of:** February 12, 2007

**Exhibits:**

Initial & Date

**Concurred by Mayor:** CLH 2/05/07  
**Approved by City Administrator:** PKK 2/5/07  
**Approved as to form by City Atty:** CAM 2/1/07  
**Approved by Finance Director:** DF 2/1/07  
**Approved by Department Head:** \_\_\_\_\_

Expenditure	Amount	Appropriation
Required \$39,000.00	Budgeted \$39,000.00	Required 0

**INFORMATION / BACKGROUND**

As outlined in the 2007 Narrative of Objectives the Marketing office has budgeted to contract with the Tacoma Regional Convention & Visitors Bureau and the Kitsap Convention & Visitors Bureau to expand our marketing opportunities. Both these contractors provide greater exposure to the City of Gig Harbor on their website and in all their promotional materials. Zahorsky & Associates continues to enhance our public relations and advertising campaigns as established in our Tourism Strategic Plan.

**FISCAL CONSIDERATION**

These items are already approved in the 2007 Marketing Budget from Lodging Tax dollars and will not exceed the budgeted amount of \$39,000.

**BOARD OR COMMITTEE RECOMMENDATION**

I recommend that the Council authorize and accept the contract for Zahorsky & Associates Brand Communications, Tacoma Regional Convention & Visitors Bureau and Kitsap Visitors & Convention Bureau.

**RECOMMENDATION / MOTION**

**Move to:** approve the contracts as presented

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

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

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Ten Thousand Dollars (\$10,000.00) in funding to the Convention and Visitor Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2007 budget; and

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

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

**Section 1. Scope of Activities.** The City shall provide Ten Thousand Dollars (\$10,000.00) in funding to the Convention and Visitor Bureau to perform the following activities and no others:

- A. Promotion and Marketing- The Convention and Visitor Bureau Staff will market Gig Harbor and include Gig Harbor as part of the following aspects of the Convention and Visitors Bureau; website, newsletter and Travel Tacoma Visitors Guide 2007.
- B. Web Presence – The Convention and Visitor Bureau staff will provide Gig Harbor focused visitor information and links from [www.traveltacoma.com](http://www.traveltacoma.com) and maintain a current Events Listing for Gig Harbor on the Convention and Visitor Bureau Website.



- C. New Projects- The Convention and Visitor Bureau Staff will provide Gig Harbor the opportunity to participate in new projects as they come available and as agreed upon with the Gig Harbor Marketing Director, including by not limited to Scenic Byway, tour and travel operator fairs and Tall Ships events. These projects may require additional funding.
- D. Results- The Convention and Visitor Bureau Staff will produce a quarterly report with complete details of activities for presentation at the Gig Harbor Lodging Tax Advisory Committee quarterly meetings.

**Section 2. Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3. Distribution and Payment.** The total funding provided by the City to the Convention and Visitor Bureau under this Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Convention and Visitors Bureau. The Convention and Visitors Bureau shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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

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

**Section 6. Reporting.** The Convention and Visitor Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2008.

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

**Section 8. Legal Relations.** Neither the Convention and Visitor Bureau, nor any employee, officer, official or volunteer of the Convention and Visitor Bureau shall be deemed to be

an independent contractor, employee or volunteer of the City. No liability shall attach to the Convention and Visitor Bureau or the City by reason of entering into this Agreement except as expressly provided herein.

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

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

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

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

DATED this 12th day of February, 2007.

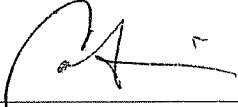
**THE CITY OF GIG HARBOR**

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

ATTEST:

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

APPROVED AS TO FORM:



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

THE TACOMA-PIERCE COUNTY  
CONVENTION AND VISITOR BUREAU

By Ruthie Reinert  
Its Executive Director

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

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

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

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

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

**WHEREAS**, the Lodging Tax Advisory Committee made its recommendation to the City Council, to provide Seven Thousand Dollars (\$7,000.00) in funding to the Visitor and Convention Bureau for the purposes authorized by statute and as further described in the City of Gig Harbor 2007 budget; and

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

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

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

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

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

**Section 2.** **Term.** This agreement shall commence upon execution by the duly authorized representatives of both parties and shall terminate on December 31, 2007 unless sooner terminated as provided herein. Sections 4, 9 and 11 of this agreement shall survive the termination of this agreement.

**Section 3.** **Distribution and Payment.** The total funding provided by the City to the Visitor and Convention Bureau under this Agreement shall not exceed Seven Thousand Dollars (\$7,000.00) and will be paid quarterly upon receipt of invoice and activities report from the Visitor and Convention Bureau. The Visitor and Convention Bureau shall expend the funds prior to December 31, 2007. Any funds not spent by December 31, 2007 shall be promptly returned to the City.

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

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

**Section 6.** **Reporting.** The Visitor and Convention Bureau agrees to produce a final report summarizing the expenditures of the funds distributed under this Agreement on or before January 31, 2008.

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

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

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

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

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

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

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

DATED this 12th day of February, 2007.

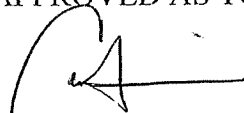
**THE CITY OF GIG HARBOR**

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

ATTEST:

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


APPROVED AS TO FORM:



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

THE KITSAP PENINSULA VISITOR AND CONVENTION BUREAU

By



Its EXECUTIVE DIRECTOR

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

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

**RECITALS**

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

WHEREAS, the Consultant agrees to perform services more specifically described in Exhibit A, Scope of Service, dated January 1, 2007, which is attached hereto as Exhibit A, and is incorporated by this reference as if fully set forth herein.

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

**I. Description of Work**

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

**II. Payment**

A. The City shall pay the Consultant an amount hourly rate of one hundred thirty dollars and no cents (\$130.00), not to exceed \$one thousand eight hundred thirty-three dollars and no cents (\$1833.00) per month or twenty two thousand dollars and no cents (\$22,000.00) for the duration of this agreement for the services described in Exhibit A herein. This is the maximum amount to be paid under this Agreement for the work described in Exhibit A, and shall not be exceeded without the prior written authorization of the City in the form of a negotiated and executed supplemental agreement. PROVIDED, HOWEVER, the City reserves the right to direct the Consultant's compensated services under the time frame set forth in Section IV herein before reaching the maximum amount.

B. The Consultant shall submit monthly invoices to the City after such services have been performed, as described in this Agreement. The City shall pay the full amount of an invoice within thirty (30) days of receipt. If the City objects to all or any portion of any invoice, it shall so notify the Consultant of the same within fifteen (15) days from the date of receipt and shall pay that



portion of the invoice not in dispute, and the parties shall immediately make every effort to settle the disputed portion.

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

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

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

The City and the Consultant agree that the Consultant will begin work on the tasks described in Exhibit A immediately upon execution of this Agreement and be completed by December 31, 2007.

### **V. Termination**

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

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

or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II (A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## **VIII. Insurance**

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

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

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

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

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

D. The Consultant's Commercial General Liability insurance shall contain a clause stating that coverage shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability. The Consultant's insurance shall be primary insurance as respects the City. The City shall be given thirty (30) days prior written notice by certified mail, return receipt requested, of any cancellation, suspension or material change in coverage.

## **IX. Exchange of Information**

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

## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

## **XIV. Non-Waiver of Breach**

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

## **XV. Resolution of Disputes and Governing Law**

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Administrator's determination in a reasonable time,

or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be filed in Pierce County Superior Court, Pierce County, Washington. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. The non-prevailing party in any action brought to enforce this Agreement shall pay the other parties' expenses and reasonable attorney's fees.

#### **XVI. Written Notice**

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

City of Gig Harbor  
Attn: Rob Karlinsey  
3510 Grandview Street  
Gig Harbor, WA 98335

Carol Zahorsky  
14735 McIntosh Lane SE  
Tenino, WA 98589

#### **XVII. Assignment**

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

#### **XVIII. Modification**

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

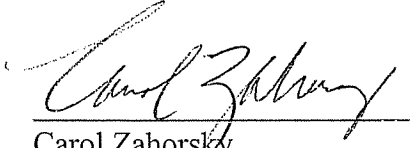
#### **XIX. Entire Agreement**

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

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

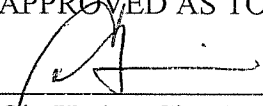
IN WITNESS WHEREOF, the parties have executed this Agreement on this 12<sup>th</sup> day of February, 2007.

THE CITY OF GIG HARBOR

By:   
\_\_\_\_\_  
Carol Zahorsky

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

APPROVED AS TO FORM:

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

ATTEST:

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

## Exhibit A

### SCOPE OF SERVICES

#### Gig Harbor Public Relations

1. Carol Zahorsky (The Consultant) will meet on a regular, agreed upon basis with the City of Gig Harbor Marketing Director (Client) to develop, implement and track a public relations campaign for 2007.
2. The Consultant will provide counsel to the Client on fulfilling marketing goals using public relations tactics as tools and will suggest public relations strategies to fulfill specific goals.
3. The Consultant will determine with Client schedule and topic for quarterly press releases.
4. The Consultant will draft and help distribute press releases and promote 2007 stories including; Healthy Harbor, Tacoma Narrows Bridge, Historical Museum, Salmon Chanted Harbor, Coastal Heritage Alliance, Snug Harbor and other Bed & Breakfasts, Brix 25, bird watching, new shopping centers and more.
5. The Consultant will work with Client on honing the verbal positioning of Gig Harbor by carefully crafting language in press releases and reviewing other press releases the Client writes.
6. The Consultant will stay abreast of and respond to appropriate media leads generated and shared by Washington State Tourism.
7. The Consultant will work with Client to put together itineraries for travel writers on an as needed basis. Target writers/editors or publications for 2007 include ; Peninsula Lifestyles Magazine, 425 Magazine, Seattle Metropolitan, Bon Appetit, Family Fun, San Francisco Chronicle, New York Times, pet publications, group tour operator publications, retreats and meeting publications, wedding publications
8. The Consultant will work with the Marketing Director and advice on product development in Gig Harbor including mainstreet program.
9. The Consultant will work with the client to complete the Washington State Ferry promotion and consult on the development of the new Gig Harbor video.
10. The Consultant will work with client to plan 2007 PR activities, specifically concerning and arranging 2-4 first and second quarter media stays.
11. The Consultant will provide monthly reports regarding work completed, contacts made and successes achieved based on goals set by the Marketing Director at the beginning of the year.

12. The Consultant shall Explore and develop PR partnerships with Washington State Tourism, Tacoma CVB, Kitsap VCB, and other tourism entities to expand our media reach.



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

**In Exchange for the Services above**

Carol Zahorsky will be paid by the City of Gig Harbor \$130.00 an hour for the services described in Exhibit A Scope of Services, up to a maximum amount of \$1833.00 per month, not to exceed \$22,000.

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

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

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**Business of the City Council  
City of Gig Harbor, WA**

**Subject: COUNCIL COMMITTEES**

**Dept. Origin:** Administration

**Proposed Council Action:**

**Prepared by:** Chuck Hunter, Mayor

**For Agenda of:** 2/12/07

To accept these appointments for the Council Committees for 2007

**Exhibits:**

Initial & Date

**Concurred by Mayor:**

*CHA 2/5/07*

**Approved by City Administrator:**

*PHK 2/5/07*

**Approved as to form by City Atty:**

*CAm 2/6/07*

**Approved by Finance Director:**

*N/A*

**Approved by Department Head:**

*N/A*

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

Below are the results of the Councilmembers' selection for the 2007 Council Committees.

	Finance & Safety	Operations & Public Projects	Planning & Building	Inter-Gov't'l Affairs	Candidate Review
Conan	3	5	1	2	4
Dick	3	1	2	4	5
Ekberg	5	1	4	3	2
Franich	3	1	2	5	4
Kadzik	4	3	1	5	2
Payne	5	1	4	3	3
Young	5	1	3	2	4

I would like to recommend the following committee assignments:

**Finance & Safety:** Dick, Conan, Franich

**Operations & Public Projects:** Ekberg, Franich, Payne

**Planning & Building:** Conan, Dick, Kadzik

**Inter-governmental Affairs:** Young, Payne, Conan

**Board / Commission Candidate Review:** Ekberg, Payne, Kadzik

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

**RECOMMENDATION / MOTION**

**Move to:** Accept these appointments for the Council Committees for 2007.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Purchase Authorization  
– Electric Variable Frequency Motor

**Proposed Council Action:**  
Authorize the Purchase of an Electric Variable Frequency Motor from U.S. Bearings & Drives in the amount of Seven Thousand One Hundred Dollars (\$7,100.00).

**Dept. Origin:** Community Development  
**Prepared by:** David Brereton, Director of Operations *DB*

**For Agenda of:** February 12, 2007

**Exhibits:**

	Initial & Date
<b>Concurred by Mayor:</b>	<u>CH 2/7/07</u>
<b>Approved by City Administrator:</b>	<u>PK 2/5/07</u>
<b>Approved as to form by City Atty:</b>	<u>N/A</u>
<b>Approved by Finance Director:</b>	<u>PR</u>
<b>Approved by Department Head:</b>	<u>DPV 1/29/07</u>

Expenditure	Amount	Appropriation
Required \$7,100.00 plus tax & freight	Budgeted \$15,000.00	Required 0

**INFORMATION / BACKGROUND**

An identified Sewer Objective in the 2007 Budget is to purchase or rebuild electric motors at the Wastewater Treatment Plant.

Price quotations for (1) electric variable frequency motor were obtained following the process outlined in RCW 35.23.352 for the purchase of materials. The price quotations are summarized below:

<u>Vendors</u>	<u>Total</u>
U.S. Bearings & Drives	\$7,100.00 + tax & freight
Platt Electric	\$7,490.00 + tax & freight
Clearwater Technology	\$7,573.00 + tax & freight

The price lowest quotation received was from US Bearings & Drives in the amount of \$7,100.00, not including tax and freight.

**FISCAL CONSIDERATION**

This work was anticipated in the adopted 2007 Budget, identified under the Sewer Operating Fund, Objective #5, and is within the allocated amount of \$15,000.00.

**BOARD OR COMMITTEE RECOMMENDATION**

**RECOMMENDATION / MOTION**

**Move to:** Authorize the Purchase of an Electric Variable Frequency Motor from U.S. Bearings & Drives in the amount of Seven Thousand One Hundred Dollars (\$7,100.00).



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Temporary Construction Inspector Services

**Dept. Origin:** Community Development

**Prepared by:** Stephen Misiurak, P.E.  
City Engineer

**For Agenda of:** 2-12-07

**Exhibits:** Contract

**Proposed Council Action:** Authorize a contract with Inspectus Inc. to provide temporary construction inspection services in the amount of Fifty-nine Thousand Five Hundred Thirty-four Dollars and Seventy-five Cents (\$59,534.75)

Initial & Date

**Concurred by Mayor:**

*CH 2/7/07*

**Approved by City Administrator:**

*PK 2/6/07*

**Approved as to form by City Atty:**

*CAM 2/6/07*

**Approved by Finance Director:**

*PK in DR 2/6/07*

**Approved by Department Head:**

*Jan 2/6/07*

Expenditure	Amount	Appropriation
Required \$59,534.75	Budgeted \$76,560.00	Required 0

**INFORMATION / BACKGROUND**

Temporary construction inspection services are necessary to provide adequate construction inspection on a multitude of private development projects as well as provide continued project management oversight on the Eddon Boat Park Project.

Specifically, the contract in the amount of \$59,534.75 provides for the following:

**Task 1. Continued Eddon Boat Park Remediation:** Inspectus Inc. will provide continued engineering support services for environmental permitting, marine dock and railways replacement, uplands and sediment remediation, and grant management assistance. This includes environmental consultant document review, attendance at site meetings, public meetings, project strategy meetings, and design meetings, including site management and inspection.

**Task 2. Site Development Engineering Inspection:** Inspectus Inc. will review site development plans, consult with the City Engineer and City Engineering staff, and provide onsite inspection services. This includes the preparation of necessary site field inspection reports.

**FISCAL CONSIDERATION**

The proposed contract amount is within the allocated 2007 Budget for a Temporary Construction Inspector.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the contract with Inspectus Inc. to provide temporary construction services in the amount of Fifty-nine Thousand Five Hundred Thirty-four Dollars and Seventy-five Cents (\$59,534.75).

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
INSPECTUS, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Inspectus, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3505 View Place North NW, Gig Harbor, Washington 98332, whose mailing address is PO Box 401, Gig Harbor, Washington 98335 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the environmental permitting assistance of the upland portion of the Eddon Boatyard property and desires that the Consultant perform services necessary to provide project management and inspection services; and

WHEREAS, the Consultant agrees to perform the services more specifically described in the Scope of Work, dated February 1, 2007, 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 Fifty-nine Thousand Five Hundred Thirty-four dollars and Seventy-five cents (\$59,534.75) 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, 2007; provided however, that additional time shall be granted by the City for extra work.

### **V. Termination**

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

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

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

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

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

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

1. Business auto coverage for any auto no less than a \$350,000 each accident limit, and

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. 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.

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

## IX. Exchange of Information

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



## **X. Ownership and Use of Records and Documents**

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

## **XI. City's Right of Inspection**

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

## **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

## **XIII. Work Performed at the Consultant's Risk**

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

#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

If any dispute arises between the City and the Consultant under any of the provisions of this Agreement which cannot be resolved by the City Engineer's determination in a reasonable time, or if the Consultant does not agree with the City's decision on the disputed matter, jurisdiction of any resulting litigation shall be 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 prevailing 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  
Lewis Whitaker, Principal  
Inspectus, Inc.  
PO Box 401  
Gig Harbor, Washington 98335  
(253) 851-5770

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\_\_.

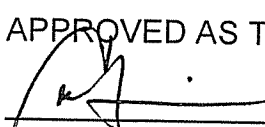
CONSULTANT  
By:   
Its Principal

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

Notices to be sent to:  
CONSULTANT  
Lewis Whitaker, Principal  
Inspectus, Inc.  
PO Box 401  
Gig Harbor, Washington 98335  
(253) 851-5770

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

ATTEST:

\_\_\_\_\_  
APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

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

I certify that I know or have satisfactory evidence that LEWIS WHITAKER 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 PRINCIPAL of INSPECTUS 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/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: \_\_\_\_\_

Project Management  
Documentation  
Consulting

253.851.5770 office  
253.858.8751 fax

February 1, 2007

Mr. Stephen Misiurak, PE  
City Engineer  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Re: Exhibit A – Scope of Work  
Engineering Support and Inspection Services  
Eddon Boat Park Remediation  
Site Development Inspection Services

Dear Mr. Misiurak:

At the request of the City of Gig Harbor (City), Inspectus Incorporated (Inspectus) has prepared the following scope to provide engineering support services for the Eddon Boat Park Development Project and for Site Development Engineering Inspection Services through December 2007.

The scope of work includes assistance with project management, Department of Ecology (Ecology), Department of Natural Resources (DNR), and Environmental Protection Agency (EPA) grants for upland work and park development. Additionally, Inspectus will provide onsite support and inspection for uplands and sediment remediation work. These tasks are described in detail in Attachment A – Scope of Services, Fees, and Schedule.

The budget accommodates for approximately 10 hours per week for Eddon Boat, Project Management and Remediation Assistance and 20 hours per week for Site Development Inspection. Cellular phone field communications and mileage for site inspection and onsite meetings is also included. The estimated costs for these tasks is included in Table 1 and detailed in Attachment A. Projects will be tracked and reported separately on a weekly timesheet to be provided to City Engineering summarizing all billable hours expensed. Services will be billed at the customary rate of \$38.71 per hour. All work provided will be at the direction of the City Engineer.

**Table 1  
 Budget Summary**

<b>Task</b>	<b>Description</b>	<b>Estimated Hours</b>	<b>Estimated Miles</b>	<b>Total</b>
<b>1</b>	<b>Eddon Boat Park Project Management Assistance</b> Project Management Construction Inspection * Estimated Field Communications/ 30.00 per mo. * Estimated Mileage at .485 per mile	550	700	19,355.00  330.00 339.50
<b>2</b>	<b>Engineering Site Development Inspection Services</b> * Estimated Mileage at .485 per mile	1,000	1650	38,710.00 800.25
	<b>NOTE:</b> *Mileage will be billed at .485 per mile traveled. *Each hour worked will be billed at the rate of \$38.71 per hour.			
	<b>TOTAL ESTIMATED FEES</b>			<b>\$59,534.75</b>

If this Scope of Work meets the City's needs, we will assume that the City will prepare the necessary contract. We propose to perform these tasks on a time and material and not to exceed basis. If the project conditions change outside the assumptions discussed above, Inspectus will work with you to re-scope the necessary project elements.

Please feel free to contact me at 253.851.5770 or 253.381.8013



Lewis Bud Whitaker  
 INSPECTUS INC

## Engineering Support Services

### Attachment A

#### Scope of Services

#### Scope of Services:

**Task 1. Eddon Boat Park Remediation:** To assist the City of Gig Harbor in the continuous remediation and redevelopment of the Eddon Boat Park Site, Inspectus Inc. will provide engineering support services required for environmental permitting, marine dock and railways replacement, uplands and sediment remediation, and grant management assistance. All work provided will be as directed by the City Engineer. This includes environmental consultant document review, attendance at: site meetings, public meetings, project strategy meetings, and design meetings. Inspectus Inc. will provide site management and inspection services as required. Meetings and site visits will be coordinated to minimize costs. Deliverables will be meetings notes and field reports in a format acceptable to the City Engineer.

**Task 2. Site Development Engineering Inspection:** To assist the City of Gig Harbor with private site development inspection, Inspectus Inc will review site development plans, consult with the City Engineer and City Engineering staff, and provide onsite inspection services. This includes the preparation of necessary site field inspection reports. Deliverables will be field reports.

#### Fees:

**Task 1 and Task 2:** The above services will be provided at the customary hourly rate of \$38.71 per hour. Mileage traveled will be billed at .485 per mile traveled on behalf of the City. On Call field phone services will be itemized. Fees will be paid on a time and material basis.





**Business of the City Council  
City of Gig Harbor, WA**

**Subject: Eddon Boat Remediation Clean-up  
Action Plan – Contract Amendment  
- Anchor Environmental, LLC**

**Proposed Council Action:** Authorize the Contract Amendment with Anchor Environmental, LLC in the amount of \$50,743.00.

**Dept. Origin:** Community Development

**Prepared by:** Stephen Misiurak, P.E. *SM*  
City Engineer

**For Agenda of:** 2-12-07

**Exhibits:** Contract Amendment

	Initial & Date
<b>Concurred by Mayor:</b>	<i>SM</i> 2/7/07
<b>Approved by City Administrator:</b>	<i>RJK</i> 2/6/07
<b>Approved as to form by City Atty:</b>	<i>Cam</i> 2/6/07
<b>Approved by Finance Director:</b>	<i>RJK for DR</i>
<b>Approved by Department Head:</b>	<i>J</i> 2/7/06

Expenditure	Amount	Appropriation
Required \$50,743.00	Budgeted \$750,000.00	Required 0

**INFORMATION / BACKGROUND**

The proposed contract amendment #7 in the amount of \$50,743.00 provides the necessary funding to complete the additional field sampling of the upland groundwater monitoring wells as requested by the Department of Ecology (DOE) and to prepare the necessary permit documents for the sediment remediation work and for the marine dock and railways construction.

**FISCAL CONSIDERATION**

Previous contract amendments one through six amounted to \$338,227.00. Adequate funds exist from the Seller's Clean-up Remediation Escrow Account to fund this amendment. The Sellers have been notified and have agreed with the amended scope and use of remediation funds. Approval of this contract amendment revises the total contract amount to Anchor Environmental, LLC in the amount not to exceed \$388,970.00.

**BOARD OR COMMITTEE RECOMMENDATION**

**RECOMMENDATION / MOTION**

**Move to:** Authorize the contract amendment with Anchor Environmental in the amount of Fifty Thousand Seven Hundred Forty-three Dollars (\$50,743.00).

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

THIS SEVENTH AMENDMENT is made to the AGREEMENT, dated December 13, 2004, subsequent AMENDMENT #6, dated December 11, 2006; AMENDMENT #5, dated October 9, 2006; AMENDMENT #4, dated July 24, 2006; AMENDMENT #3, dated October 10, 2005, and subsequent AMENDMENT #2, dated April 25, 2005, and subsequent AMENDMENT #1, dated February 14, 2005 by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and Anchor Environmental, LLC, a limited liability corporation organized under the laws of the State of Washington, located and doing business at 1423 Third Avenue, Suite 300, Seattle, Washington 98101 (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in the environmental assessment and remediation services for the property commonly known as Eddon Boatyard 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 December 13, 2004, (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:

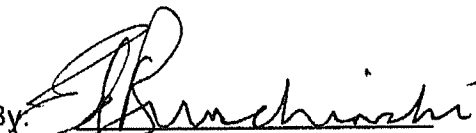
Section 1. **Amendment to Scope of Work.** Section I of the Agreement is amended to require the Consultant to perform all work described in **Exhibit A – Scope of Work**, attached to this Amendment, which Exhibit is incorporated herein as if fully set forth.

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 Fifty Thousand Seven Hundred Forty-three Dollars and Zero Cents (\$50,743.00). 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.

6<sup>th</sup> IN WITNESS WHEREOF, the parties have executed this Agreement on this day of February, 2007.

THE CITY OF GIG HARBOR

By:   
Its Principal

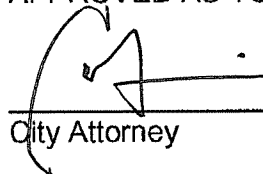
By: \_\_\_\_\_  
Mayor

Notices to be sent to:

CONSULTANT  
Anchor Environmental, LLC  
Attn: David Templeton, Partner  
1423 Third Avenue, Suite 300  
Seattle, Washington 98101  
(206) 287-9130

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 KING            )

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 \_\_\_\_\_ LLC, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

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

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

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

STATE OF WASHINGTON        )  
  ) ss.  
COUNTY OF PIERCE         )

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

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

\_\_\_\_\_

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

\_\_\_\_\_

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



Anchor Environmental, L.L.C.  
1423 3<sup>rd</sup> Avenue, Suite 300  
Seattle, Washington 98101  
Phone 206.287.9130  
Fax 206.287.9131

February 1, 2007

Mr. Steve Misiurak  
City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Mr. William Joyce  
Salter Joyce Ziker, PLLC  
1601 Fifth Avenue, Suite 2040  
Seattle, WA 98101-1686

**Re: REVISED**  
**Exhibit A – Addendum No. 7 to Scope of Work**  
**Environmental Assessment and Remediation Services**  
**Eddon Boatyard Property**  
**Task 4a. Additional Investigations – Upland**  
**Task 6. Upland and Sediment Permitting**

Dear Mr. Misiurak and Mr. Joyce:

The purpose of this letter is to provide the City of Gig Harbor (City) with Anchor Environmental L.L.C.'s (Anchor) request for additional funding for work on the Eddon Boat Park environmental assessment and remediation. This request will allow us to complete one final well monitoring event (Task 4a) and to prepare the permit documents in order to meet the project schedule (Tasks 6a and 6b).

Ecology requested additional well sampling monitoring before they will review our request for closure of the groundwater pathway as an area of concern for the site. Ecology requested that the field sampling be completed no later than February 2007. To this end, Anchor is currently requesting authorization for additional funding in the budget for Task 4a, Additional Field Activities – Upland, included in Table 1.

In contract amendment No. 5, dated September 28, 2006, the City authorized a reallocation of \$80,500 from Tasks 5 and 6 for Task 4b to complete sediment field investigation activities. To date, the field investigations are complete and Technical Memorandum No. 2 is being finalized. It is now necessary to request authorization to secure the budget for the initiation and completion of permitting for the property. This cost estimate is based on the authorized budgets described in authorization letter Addendum No. 2, (September 2005), and is also outlined in Table 1.

**Table 1  
 Budget Summary**

<b>Task</b>	<b>Description</b>	<b>Current Request</b>	<b>Duration</b>
4a	Additional Upland Investigations – Well monitoring	\$11,423	February to April 2007
6a	Permitting – Upland	\$8,626	February 2007 to October 2008
6b	Permitting – Sediment	\$30,694	February 2007 to October 2008
	<b>TOTAL CURRENT AUTHORIZATION</b>	<b>\$50,743</b>	

**Task 4a**

This budget provides for costs including: staff time for field work preparation, one day of sampling activities, and demobilization; field supplies (meters, pumps, tubing, filters and other sampling equipment); laboratory analysis (semivolatile organic compounds, petroleum hydrocarbons, and total and dissolved metals); and preparation of a technical memorandum. A more detailed cost estimate displaying these costs is included in Table 2.

**Task 6 – Permitting (2007/2008)**

This task includes the work necessary to prepare and obtain the permits required to implement the sediment cleanup plan, as ultimately supported by Ecology, presented in the Sediment Cleanup Study Report (Tech Memo No. 2). The permit documents would be drafted based on the City’s preferred cleanup alternative. Finalization of the permit documents is dependent on receipt of an opinion letter from Department of Ecology (Ecology) on the Sediment Cleanup Study Report (Revised Tech Memo No. 2). By beginning work on these permit documents before receiving Ecology’s written support, the project schedule is more likely to be met. The permit documents will also include reconstruction of the pier/float and marine railway. We will specify a construction schedule for the pier/float and marine railway that is flexible and anticipates the need for possible

permit extensions (to address funding timing). Permit documents to be prepared and submitted are:

- Biological Assessment (BA)
- SEPA Checklist
- Joint Aquatic Resources Permit Application (JARPA)
  - U.S. Army Corps of Engineers (Corps) Section 10 and Section 404 Permit
  - Shoreline Application (City)
  - Ecology 401 Water Quality Certification
  - Coastal Zone Management (CZM)
  - Hydraulic Permit Application

In addition to preparing the permit documents listed above, Anchor will coordinate with regulatory agencies to respond to comments and requests for information related to the final BA and JARPA. Anchor will lead ongoing coordination during project development and permit processing. A more detailed cost estimate displaying costs associated with permitting is included in Table 3.

If this Scope of Work meets the City's needs we will assume that the City will prepare the necessary contract amendments. We propose to continue to perform these tasks on a time and material and not to exceed basis, as an amendment to our existing Consultant Services Agreement with the City originally dated December 13, 2004. If the project conditions change outside the assumptions discussed above, Anchor will work with you to re-scope the necessary project elements.

Please feel free to contact me (206) 910-4279 or [dtempleton@anchorenv.com](mailto:dtempleton@anchorenv.com) if you have any questions or would like additional information on this scope of work.

Sincerely,



David Templeton

Partner, Anchor Environmental

Table 2 – Detailed Estimated Cost Summary – Task 4a

Table 3 – Detailed Estimated Cost Summary – Task 6a and 6b



Table 2 - Detailed Cost Estimate

ANCHOR ENVIRONMENTAL, L.L.C.  
 2007 PROJECT COST ESTIMATING FORM  
 Proposal/Project Name: Eddon Boat Park  
 City of Gig Harbor

Number: 040289-02  
 Prepared by: John Renda

Task 4a.1 Well Sampling  
 Task 4a.2 Tech Memo

Labor Categories	Billing Rate	Task 4a.1	Task 4a.2	Total Hours	Total Dollars
Principal Engr/LA/Plan/Sci	\$ 180	1	4	5	\$ 900
Consulting Engr/LA/Plan/Sci	\$ 165	0	0	0	\$ -
Senior Engr/LA/Plan/Sci	\$ 145	0	0	0	\$ -
Engr/LA/Plan/Sci	\$ 125	0	20	20	\$ 2,500
Senior Staff Engr/LA/Plan/Sci	\$ 105	0	0	0	\$ -
Staff 2 Engr/LA/Plan/Sci	\$ 95	12	10	22	\$ 2,090
Staff 1 Engr/LA/Plan/Sci	\$ 85	0	0	0	\$ -
Senior Design/GIS/Database/IT	\$ 90	0	4	4	\$ 360
Design/GIS/Database/IT	\$ 80	0	4	4	\$ 320
Project Assistant	\$ 70	2	8	10	\$ 700
Administrative	\$ 65	0	0	0	\$ -
Field Technician	\$ 65	0	0	0	\$ -
<b>Total Hours</b>		15	50	65	\$ 6,870
<b>Total Labor</b>		\$ 1,460	\$ 5,410		\$ 6,870
<b>Average Hourly Rate</b>	\$ 106				
<b>Subconsultants</b>					
ARI Laboratories	\$ 3,455	\$ -	\$ -	\$ -	\$ 3,455
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>		\$ 3,455	\$ -		\$ 3,455
<b>Markup on Subs</b>	10.0%	\$ 346	\$ -		\$ 346
<b>Reimbursables</b>					
CAD/Computer (\$/hr)	\$10.00	\$ -	\$ -	\$ -	\$ -
Mileage (\$/mile)	\$0.485	\$ 170	\$ -	\$ 170	\$ 170
Copies (\$/copy)	\$0.10	\$ -	\$ -	\$ -	\$ -
Anchor boat (\$/day)	\$ -	\$ -	\$ -	\$ -	\$ -
Faxes (\$/fax)	\$1.00	\$ -	\$ -	\$ -	\$ -
<b>Outside Expenses</b>					
Airfare	\$ -	\$ -	\$ -	\$ -	\$ -
Hotel	\$ -	\$ -	\$ -	\$ -	\$ -
Car Rental	\$ -	\$ -	\$ -	\$ -	\$ -
Repro/Plotting	\$ -	\$ -	\$ -	\$ -	\$ -
Mail/Fedex/Courier	\$ 30	\$ 30	\$ -	\$ 30	\$ 30
Other expenses	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>		\$ 200	\$ -		\$ 200
<b>Outside Exp Markup</b>	10.0%	\$ 3	\$ -		\$ 3
<b>Field Equip. and Supplies Summary</b>					
<b>Field Equip. and Supplies Summary</b>		\$ 500	\$ -		\$ 500
<b>Markup</b>	10.0%	\$ 50	\$ -		\$ 50
<b>TOTAL COSTS</b>		\$ 6,013	\$ 5,410		\$ 11,423

Table 3 - Detailed Cost Estimate

**ANCHOR ENVIRONMENTAL, L.L.C.**  
**2007 PROJECT COST ESTIMATING FORM**  
 Proposal/Project Name: Eddon Boat Park  
 City of Gig Harbor

Number: 040289-02  
 Prepared by: David Templeton

Task 6a Permitting - Upland  
 Task 6b Permitting - Sediment

Labor Categories	Billing Rate	Task 6a	Task 6b	Total Hours	Total Dollars
Principal Engr/LA/Plann/Sci	\$ 180	4	8	12	\$ 2,160
Consulting Engr/LA/Plann/Sci	\$ 165	0	0	0	\$ -
Senior Engr/LA/Plann/Sci	\$ 145	2	24	26	\$ 3,770
Engr/LA/Plann/Sci	\$ 125	16	20	36	\$ 4,500
Senior Staff Engr/LA/Plann/Sci	\$ 105	0	0	0	\$ -
Staff 2 Engr/LA/Plann/Sci	\$ 95	24	140	164	\$ 15,580
Staff 1 Engr/LA/Plann/Sci	\$ 85	0	0	0	\$ -
Senior Design/GIS/Dbaser/IT	\$ 90	8	16	24	\$ 2,160
Design/GIS/Dbaser/IT	\$ 80	0	0	0	\$ -
Project Assistant	\$ 70	24	64	88	\$ 6,160
Administrative	\$ 65	2	6	8	\$ 520
Field Technician	\$ 65	0	0	0	\$ -
<b>Total Labor</b>		<b>80</b>	<b>278</b>	<b>358</b>	<b>\$ 34,850</b>
<b>Total Labor</b>		<b>\$ 7,820</b>	<b>\$ 27,030</b>		
<b>Average Hourly Rate</b>	<b>\$ 97</b>				
<b>Subconsultants</b>					
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
List subconsultants here	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Cost</b>	<b>10.0%</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
<b>Reimbursables</b>					
CAD/Computer (\$/hr)	\$10.00	500	2,550		\$ 3,050
Mileage (\$/mile)	\$0.485	24	204		\$ 228
Copies (\$/copy)	\$0.10	\$ 12	\$ 50		\$ 62
Anchor boat (\$/day)	\$ -	\$ -	\$ -		\$ -
Faxes (\$/fax)	\$1.00	50	200		\$ 250
<b>Outside Expenses</b>					
Airfare	\$ -	\$ -	\$ -		\$ -
Hotel	\$ -	\$ -	\$ -		\$ -
Car Rental	\$ -	\$ -	\$ -		\$ -
Repro/Plotting	\$ -	\$ -	\$ -		\$ -
Mail/Fedex/Courier	\$ 100	100	100		\$ 200
Other expenses	\$ 100	500	500		\$ 600
<b>Total Cost</b>		<b>\$ 786</b>	<b>\$ 3,604</b>		<b>\$ 4,390</b>
<b>Outside Exp Markup</b>	<b>10.0%</b>	<b>\$ 20</b>	<b>\$ 60</b>		<b>\$ 80</b>
<b>Field Equip. and Supplies Summary</b>					
<b>Markup</b>	<b>10.0%</b>	<b>\$ -</b>	<b>\$ -</b>		<b>\$ -</b>
<b>TOTAL COSTS</b>		<b>\$ 8,626</b>	<b>\$ 30,694</b>		<b>\$ 39,320</b>



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Gig Harbor Police Guild Contract

**Proposed Council Action:**

Approve the attached Police Guild Contract.

**Dept. Origin:** Administration/Finance

**Prepared by:** David Rodenbach, Finance Director

**For Agenda of:** February 12, 2007

**Exhibits:** Contract is attached

Initial & Date

**Concurred by Mayor:**

CH 2/05/07

**Approved by City Administrator:**

RJK 2/3/07

**Approved as to form by City Atty:**

DA

**Approved by Finance Director:**

DR 2-1-07

**Approved by Department Head:** \_\_\_\_\_

Expenditure Required	<b>See Fiscal Consideration Below</b>	Amount Budgeted	Appropriation Required
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**INFORMATION / BACKGROUND**

The City's contract with the Police Officer's Guild expired on December 31, 2006. We met with representatives of the guild and have negotiated the attached contract. This is a 3-year contract and will take effect retroactive to January 1, 2007.

The proposed 3-year contract provides a 7% salary adjustment for Police Officers and a 6% salary adjustment for Sergeants. The significant changes from the previous contract are listed below:

- Court appearances outside of the normal shift that are cancelled after 3:00PM the day before the court appearance will be subject to three (3) hours of overtime pay.
- The compensatory time accrual balance maximum is raised from 60 to 80 hours.
- Shift differential pay will now be based upon shift bids at the beginning of the year and will also apply to Sergeants. Under the prior contract Sergeants were not eligible for the differential and Police Officers had to log ten graveyard shifts in order to qualify.
- The city will establish a voluntary employees' beneficiary association (VEBA) account for each officer. A VEBA is a tax-free health reimbursement arrangement. The funds accumulated in a VEBA can be used to pay for or reimburse eligible out-of-pocket healthcare costs. The VEBA accounts will be funded as follows:
  - The city will contribute \$400 per year.
  - The guild member will make monthly contributions equal to 1% of the member's base salary. This will be voted on annually by the membership.
  - A guild member may elect to have compensatory time earned in excess of 80 hours paid into the member's VEBA account.

- Upon termination or retirement a guild member may choose to have the cash value of accrued vacation leave deposited into the member's VEBA account.
- If a guild member elects to opt out of health insurance coverage for the member, spouse or dependent, the city will deposit an amount equal to 50% of the monthly premium saved to the member's VEBA account.
- A 3% premium will be paid to any officer who is actively serving in a training capacity.

#### **FISCAL CONSIDERATION**

The contract will cost an additional \$295,000 over the previous contract over its three year term.

#### **BOARD OR COMMITTEE RECOMMENDATION**

Staff recommends approval of the contract.

#### **RECOMMENDATION / MOTION**

**Move to:** Approve the attached Police Guild Contract.

**AGREEMENT**  
**By and Between**

**City of Gig Harbor**  
**and**  
**Gig Harbor Police Officer's Guild**  
**January 1, 2007 through December 31, 2009**

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**AGREEMENT  
By and Between**

**City of Gig Harbor  
and  
Gig Harbor Police Officer's Guild  
January 1, 2007 through December 31, 2009**

This Agreement is made and entered into by and between the City of Gig Harbor, hereinafter referred to as the "Employer," and the Gig Harbor Police Officer's Guild, hereinafter referred to as the "Guild." The purpose of this Agreement is to set forth the entire understanding reached between the parties with respect to wages, hours of work and conditions of employment for employees of the Employer who are represented by the Guild as set forth in Article I herein.

This agreement contains all the terms and conditions agreed upon by the parties, and any and all rights concerned with the management and operation of the Department in accordance with its responsibilities and the powers and authority, which the Employer possesses, are exclusively that of the Employer unless expressly limited by this Agreement.

**ARTICLE 1 - RECOGNITION**

The Employer recognizes the Guild as the exclusive bargaining representative for employees employed by the Employer as certified by the state of Washington, Public Employees Relations Commission in Case No. 06055-E-85-01085, issued January 6, 1986. This Agreement shall include those employees working full time as fully commissioned uniformed personnel for the Employer, but shall not include the Police Chief, Police Lieutenant, and Police Services Specialist.

**ARTICLE 2 - MEMBERSHIP**

**2.1** All employees covered by this Agreement shall become members of the Guild within thirty-one (31) days from the effective date of this Agreement or within thirty-one (31) days from the date of employment, whichever is later and shall remain members of the Guild in good standing as a condition of continued employment or, in lieu thereof, shall pay each month a fair share of the costs of collective bargaining to the extent allowed by law, PROVIDED, however, that an employee who objects to joining the Guild based on bona fide religious tenets or teachings of a church or religious body of which such employee is a member shall pay an amount of money equivalent to regular Guild dues and initiation fees to a non-religious charity or to another charitable organization mutually agreed upon by employee and the Guild. For the purposes of this Section, membership in the Guild shall be deemed to have been maintained if the employee has not failed to tender their normal monthly dues and/or initiation fee, or in lieu thereof, the fair share costs of collective bargaining or an equivalent amount to a charitable organization.



2.2 The Employer agrees to deduct initiation fees and monthly dues uniformly required in the bargaining unit from employees who voluntarily execute a wage assignment authorization form. The Employer shall transmit such deduction to the Guild by check payable to its order. Upon issuance and transmission of such deduction the Employer's responsibility shall cease with respect to such deductions.

The Guild and each employee authorizing the assignment of wages for payment of Guild dues hereby undertake to indemnify and hold the Employer harmless from all claims, demands, suits, or other forms of liability that may arise against the Employer for or on account of any deduction made from wages of such employee.

2.3 The Employer shall notify the Guild in writing within twenty (20) calendar days of the hiring of a new employee. The notification shall provide the Guild with the name, home address, home phone number, starting pay step, and classification of the new employee.

### ARTICLE 3 - NONDISCRIMINATION

3.1 The Employer and the Guild agree that the administration and application of this Agreement shall be consistent with applicable state and federal laws regarding nondiscrimination in employment.

3.2 No employee covered by this Agreement shall be discriminated against because of his/her membership or non-membership in the Guild, or activities on behalf of the Guild; provided, however, that such activity shall not be conducted during working hours nor be allowed to interfere with the Employer's operations.

### ARTICLE 4 - HOURS OF WORK AND OVERTIME

4.1 The current normal work week consists of four (4) consecutive ten (10) hour days with three (3) consecutive days off. The City retains the right to adjust this schedule during an emergency or when in its discretion another schedule or schedules are required to provide orderly and efficient service. Non-emergency changes in the schedule or the work week set forth in Paragraph 4.1.1 shall be preceded by a minimum of thirty (30) day written notice to the Guild. Upon the Guild's request, the City will bargain with respect to the impacts of a schedule change and any other matter for which bargaining is by law required. Schedule changes or special work schedules for individuals may be carried out upon the mutual agreement of the City and the Guild; PROVIDED, HOWEVER, that nothing herein shall be interpreted to prohibit the employer from adjusting work schedules as required by law, including but not limited to meet the requirements of the WLAD, ADA and FMLA.

**4.1.1 Hours of Work.** Except for the provisions in this agreement to the contrary, the regular hours of each workday shall be consecutive. The Guild may agree to split shifts, thus dividing the shift into two (2) parts equal to the normal number of hours worked in a regular work day.

**4.1.2 Work Period.** The work period shall consist of a seven (7) consecutive day cycle which commenced on January 1, 2007 and repeating each consecutive seven (7) day period. Except as provided by this agreement, any Guild member who works in excess of forty (40) hours within

that designated work period shall be compensated at one and one-half (1 ½) times the normal rate of pay for those hours exceeding forty (40). The seven (7) day periods shall be defined as 0600 hours on Monday of each week to 0559 hours the following Monday.

**4.1.3 Monthly Work Schedules.** A tentative monthly work schedule shall be posted at least seven (7) calendar days in advance of the beginning of the work period. Any effected employee must be notified at least twenty-four (24) hours in advance as long as the assigned vehicle program is in operation, otherwise the employee shall be notified ten (10) days in advance of schedule changes made after the establishment of a schedule, except in the case of an emergency or operational needs of the department. An emergency shall be defined as "a spontaneous or unplanned occurrence that could present a significant public hazard requiring additional staffing." If an employee is directed by a supervisor to work any hours other than those posted and the directive is given less than twenty four (24) hours in advance, those hours worked shall be compensated at one and-one half (1-1/2) times the employee's regular straight-time pay. An employee may voluntarily consent to the waiver of the twenty four (24) hours notice requirement. Examples of non-emergencies are scheduled occurrences such as training, court appearances and scheduled vacations.

**4.1.4 Shift Trades.** Subject to approval by the Sergeant, Lieutenant, or Police Chief, employees may voluntarily trade shifts. The employer will not incur any overtime liability as a result of a shift trade.

**4.1.5 Day Off Trade.** Subject to approval by the Sergeant, Lieutenant, or Police Chief, employees may voluntarily trade days off. The employer will not incur any overtime liability as a result of such trades.

**4.1.6 Callout.** A reserve officer shall not be used to supplant Guild scheduled work or departmental overtime opportunities, unless the work is first offered to at least two (2) Guild members.

**4.2** Overtime as used in this Agreement shall mean that time an employee works in excess of the Employee's regularly scheduled shift or forty (40) hours in a work period. Compensation for overtime shall be as set forth in subsections b, c, or d of this article.

**4.2.1** All overtime must be authorized in advance by the City Administrator, Chief of Police, or, as standard operating procedures dictate, except in cases of emergency.

**4.2.2** Overtime shall be compensated at the rate of one and-one half (1-1/2) times the regular straight-time pay. The Employer and the Guild agree that for the purpose of overtime compensation regular straight time pay includes holiday, shift differential, college, and on-call pay. This over time pay has been negotiated pursuant to the provisions of 29 CFR section 548.1 and 29 USC section 207(g)(3).

Call-outs, court appearances (relating to or arising out of the performance of police duties), and training meetings which are outside the employee's normal work day shall be compensated at one and-one half (1-1/2) times the employee's straight-time base hourly rate of pay and for a minimum of three (3) hours, unless a call-out, court appearance (relating to or arising out of the performance of police duties), or training meeting is within three (3) hours of the start of a Guild

member's shift, in which case the member will be compensated only for those hours worked. Also, if a call-out, court appearance, or training meeting concludes within three (3) hours after the end of a Guild member's shift, then the member will be compensated only for those hours worked. If a court appearance outside of the normal work shift to which an employee has been subpoenaed for is cancelled by notice to the employee after 3:00 PM the day before the court appearance, the employee shall be compensated for three (3) hours at the overtime rate.

The Employer shall have the discretion to grant compensatory time off equivalent to one and one-half (1-1/2) times the actual overtime hours worked in lieu of paid overtime. The option to compensate by compensatory time shall be arranged by mutual agreement between the Employer and the Employee. Employees may accrue a maximum of eighty (80) hours compensatory time hours to be used at a time mutually agreeable to Employer and the Employee. If an employee exceeds the maximum numbers of compensatory time hours of eighty (80) then additional hours accrued shall be converted to cash and deposited in the employee's VEBA account unless the employee elects cash payment.

**4.3** For purposes of this Article, an employee will be deemed to have been "notified" of schedule changes or "offered" work if he/she has been called at the pager or phone number provided to the department. Speaking to the employee in person is not required, but a message must be left. An employee may leave up to two (2) phone or pager numbers where he/she can be reached. An employee who fails to respond to an offer of work within two (2) hours shall be deemed to have refused the work offer.

## **ARTICLE 5 - WAGE RATES**

**5.1** The salary schedule is effective January 1, 2007 through December 31, 2009. The salary schedule is attached as "Attachment A."

**5.2** Effective and retroactive to January 1, 2007, members of the Guild, shall receive a cost-of-living wage increase based on 100% of the annual increase of the June 2005 to June 2006 (4.6%) Seattle-Tacoma-Bremerton CPI-W.

Effective January 1, 2008, members of the Guild shall receive a cost off living wage increase based on 100% of the annual increase of the June 2006 to June 2007 Seattle-Tacoma-Bremerton CPI-W.

Effective January 1, 2009, members of the Guild shall receive a cost of living wage increase based on 100% of the June 2007 to June 2008 Seattle-Tacoma-Bremerton CPI-W.

**5.3** Movement within each salary range shall be governed by the City's Performance Pay System and shall be as described in attachment B to this contract.

**5.4** Mileage shall be paid as prescribed by City Ordinance Chapter 2.28.010.

5.5 When an officer is appointed to the position of acting sergeant for a period of not less than five (5) calendar days, he/she shall be compensated at the rate of five percent (5%) above the current salary for that period of time.

5.6 Employees shall bid for shifts by seniority prior to the beginning of the calendar year. When an employee is assigned one of the shifts listed below, the employee is entitled to receive a shift differential for the entire ten (10) hour shift for the entire calendar year unless the employee voluntarily changes to a shift that does not pay shift differential pay or the employee is removed from the shift as a form of progressive discipline. The shift differential shall equal five percent (5%) of the employee's base salary as determined under Attachment A to this agreement. The following shifts (shown by the start and end times in military time notation) are subject to the shift differential: 1400 to 2400; 1600 to 0200; 1800 to 0400; 2000 to 0600; and 2200 to 0800.) Nothing herein shall be interpreted to prohibit the establishment of additional shifts by the mutual agreement of the parties and any new shift whose hours fall entirely within the period from 1400 to 0800 will be entitled to the shift premium. For an employee to receive a shift differential premium, seventy-five percent (75%) of the employee's scheduled shifts must be shifts that are entitled to shift differential. The hours of work schedule can be modified by mutual agreement of the Guild and the Police Chief.

**ARTICLE 6 - VACATIONS**

Vacations with pay shall be granted annually to all full-time employees based upon the following schedule:

Earned working Months of Service	Hours per Month	Working Days Per Year Max.
0-12	6.67	10
13-24	7.33	11
25-36	8.33	12.5

After each succeeding year of service, .67 additional hours of vacation hours per month (eight (8) additional hours per year) shall be accumulated up to a maximum of two hundred forty (240) hours per year. Upon termination or retirement an employee can choose to receive accrued vacation in cash or have the cash value of the leave deposited into an employee's VEBA account.

**ARTICLE 7 - HOLIDAYS**

An employee shall be compensated for the twelve (12) holidays recognized by the Employer and as provided in RCW 1.16.050 as set forth in subsections 7.1 and 7.2.

7.1 Each employee shall receive two (2) paid holidays commonly referred to as "floating holidays" (City personnel rules). These shall be mandatory time off and shall be paid at the regular rate of pay, at ten (10) hours per holiday or such other hours as reflect the employee's

regularly scheduled shift. The scheduling of these shifts shall be by mutual agreement between the Employer and the Employee.

7.2 In lieu of the other ten (10) holidays, employees shall be paid an additional 8.33 hours pay per month based on the current full time base rate of pay for the position classification held by the employee, which is equivalent to one hundred (100) hours of pay on an annualized basis.

## ARTICLE 8- BENEFITS

8.1 The Employer shall pay one hundred percent (100%) of the monthly premium for the following benefit plans for the Guild employee and eligible dependents:

- 1) Medical AWC Trust (Plan A – Regence Blue Shield).
- 2) Dental AWC Trust (Plan A - Washington Dental Service, with orthodontia coverage). If the Guild opts for another plan then the increased cost will be deducted from the City’s VEBA contribution to the members VEBA accounts.
- 3) Vision AWC Trust (Western Vision Service Plan).
- 4) Employee Assistance Program AWC Trust
- 5) Physicals and Immunizations – The City will contribute \$400 per year to the employee’s VEBA account for the employee to use to obtain a physical and/or immunizations if the employee so chooses. The results of any physical exam will be confidential between employee and physician. If the Guild opts for a dental plan other than the dental plan provided by the City to other City employees then the City will deduct the increased cost of the alternative plan from the \$400 VEBA contribution from the City. “Increased cost” shall mean the additional cost of the alternative plan over the cost of the dental plan provided to other City employees.

An employee may elect to opt out of health insurance coverage for the employee, spouse, and/or dependent(s). This decision shall be made in conjunction with the annual enrollment period. If an employee opts out of coverage for a spouse and/or dependent(s), the City will deposit an amount equal to fifty percent (50%) of the monthly premium saved to the employee’s VEBA account. An election to opt out shall be made annually. In the event that the terms of the health insurance policy limit the number or percentage of employees who may opt out, the employer shall accept elections to opt out on a first come/first served basis. In the event of a conflict between Guild members, seniority in the Guild shall control.

8.2 Education reimbursement. Upon satisfactory completion of a job related educational course, when the employee who desires to take the course has prior written approval from the

City Administrator, the city shall reimburse the employee for the educational course up to a maximum rate of one hundred sixty (\$160.00) dollars per credit hour for undergraduate courses and two hundred fifty (\$250.00) dollars per credit hour for graduate courses. The city agrees to reimburse reasonable expenses for textbooks required for such course and will retain such textbooks in the department of the Chief.

**8.3** Long Term Disability Insurance. For all LEOFF II Guild members, upon ratification of this Agreement, the City will dis-enroll the members from the City-sponsored long term disability plan. The amount of premium the City pays for each member will be paid directly to the Cigna Insurance through the Trustee Plan Services Corporation, through a post tax payroll deduction. At any time should the premium the city pays for other employees into the City-sponsored LTD plan increase, the Guild members shall immediately receive the increased amount. If the Cigna Plan becomes unavailable then employees shall revert back the City disability plan.

**8.4** Voluntary Employees' Beneficiary Association (VEBA). Effective January 1, 2007, the City will establish a medical savings account, Voluntary Employees' Beneficiary Association (hereinafter VEBA) plan, under Section 501 (c) (9) of the Internal Revenue Code for each employee of the Association who is eligible for, and enrolls in, one of the City's Health Insurance Plans as described in subsection 1 of this Article. The employee shall make monthly contributions equal to one percent (1%) of the employee's base salary to said account as voted upon on an annual basis by the Guild in accordance with plan rules.

## **ARTICLE 9 - SICK LEAVE**

**9.1** Full-time employees hired after October 1, 1977, shall accrue sick leave at the rate of eight (8) hours per calendar month for each month compensated. Sick leave is accumulated to a maximum of one hundred and eighty (180) days. Sick leave may be used for time off with pay for bona fide cases of incapacitating illness, injury or disability or as provided by State or Federal law. Abuse of sick leave shall be grounds for suspension or dismissal.

**9.2** A verifying statement from the employee's physician may be requested by the Employer, at its option, whenever an employee claims sick leave for one (1) day or longer. If absence extends beyond four (4) days, certification of such absence must be supported by a certificate from the employee's physician, if requested by the Chief of Police.

**9.3** An employee who has taken no sick leave during any six (6) month period shall receive, as a bonus, one (1) annual day off or one (1) day's pay for each period during the term of this Agreement. It shall be the responsibility of the employee to notify the City of the employee's eligibility for the bonus day(s).

## **ARTICLE 10 - RETIREMENT PLAN**

The Employer shall participate in the state-wide system for pension, relief, disability and retirement for qualified employees as provided in RCW 41.44.050.

## ARTICLE 11 - COLLEGE PREMIUM PAY

An employee who holds a college degree from an accredited college or university shall receive a premium pay equal to two percent (2%) of his/her base salary for an associate degree, and three percent (3%) of his/her base salary for a bachelor degree. Premium pay will not be included as part of an employee's base salary.

## ARTICLE 12 – STAND-BY PAY

If an employee is directed to "stand-by" for duty he shall receive fifty dollars (\$50.00) for the month in which the "stand-by" assignment was made. The compensation of fifty dollars (\$50.00) a month is a fixed rate regardless of the number of stand-by hours the employee is available to work within the month. An employee shall not be directed to work more than thirty (30) hours of standby duty within any month unless the Chief of Police declares it necessary for the public's safety. When an employee works in excess of thirty (30) hours stand-by duty within a month, he/she shall receive an additional fifty dollars (\$50.00) for that month. The method of scheduling personnel and the determination of period for stand-by assignments shall be directed by the Chief of Police. Stand-by is defined as the employee being available to respond to any call for City service during those hours and in such a manner as designated by the Police Chief.

## ARTICLE 13 - FIELD TRAINING OFFICER AND POLICE TRAINING OFFICER PAY

**13.1 Field Training Officer and Police Training Officer.** At any time an employee is assigned to the position of Field Training Officer or Police Training Officer and is actively serving in a training capacity, he/she shall be compensated at a rate of pay three percent (3%) above the current salary during that time period. A member will be determined to be actively serving in a training capacity only when he/she is actively training a Phase 2 employee or Reserve Officer. Field Training Officer or Police Training Officer shall be paid for each hour or part of an hour in excess of 15 minutes in which the Guild member is actively serving in a training capacity.

## ARTICLE 14 – SENIORITY

**14.1 Definitions.** Seniority shall be defined as the length of continuous service with the Employer including the employee's probationary period. Any bargaining unit employee promoted to a position outside of the bargaining unit shall not continue to accrue seniority for purposes of this Article. Approved leaves of absence will not interrupt continuous service for purposes of seniority. Periods of layoff will not count toward the computation of continuous service.

**14.2 Seniority List.** The Employer shall establish and provide to the Guild a seniority list which shall be brought up to date on an annual basis. The order of seniority shall be based on the hire or rehire date of employment, whichever is later. The Guild will have thirty (30) calendar days following receipt of the annual seniority list to protest the placement of any employee on the list. The term "rehire" for purposes of this Article means the rehire of an employee after separation from employment for any reason other than layoff or disability and the

recall of any laid off or disabled employee at any time after the applicable period of recall set forth in Section 5 below.

**14.3 Vacancies and Promotions.** Seniority shall be given consideration along with the requirements of the Employer in filling job vacancies and promotions. Seniority shall apply when qualifications are equal and after any veteran's preference has been applied.

**14.3.1 Shift Bidding.** Guild members shall bid for shifts by seniority on an annual basis. In the event of a shift opening due to hiring, firing, promotion, or discipline, or for any other reason, the opening will be filled by seniority based shift bidding on a case-by-case basis.

**14.4 Layoffs.** When the Employer decides to eliminate a job position or positions in a classification, the layoff of employees in the affected job position(2) shall be determined strictly by the order of the seniority list by classification with the employee with the least seniority affected first. Employees who have previously held other classifications shall have the right to return to such classification if their seniority is greater than the other employees in such classification. Employees shall not accrue seniority while on layoff; seniority lists shall be adjusted accordingly.

**14.5 Recall Rights.** Laid off employees shall be recalled strictly on the basis of seniority to any previously held classification if a vacancy occurs. A laid-off employee who is not recalled within three (3) years shall lose recall rights.

**14.6 Disability. Return and Accommodation.** A disabled employee shall have the right to return to his or her prior position in accordance with the provisions of state or federal law.

**14.6.1** In the event that a newly created or funded position becomes available and the position is sought by an individual on a layoff list and a disabled former employee, the individual with the most seniority shall be given preference in the hiring process.

**14.6.2** In the event that a court of competent jurisdiction holds that seniority rights do not prevail over statutory disability rights, Paragraph 14.6.1 shall be void.

**14.7 Loss of Seniority.** An employee shall lose seniority and the right to return to work subject to the grievance procedure, for any of the following reasons:

**14.7.1** Voluntary resignation;

**14.7.2** Discharge for just cause;

**14.7.3** Failure to report for work within five (5) working days after receipt of notice of recall from layoff unless mutually extended by the Employer and the Employee;

**14.7.4** Exceeding a leave of absence (unless excused in writing);

**14.7.5** Giving a false reason for obtaining a leave of absence;



14.7.6 Accepting employment while on leave of absence unless agreed to in writing by the Employer, with a copy of such writing to be sent to the Guild;

14.7.7 Exceeding laid off employee's recall rights.

**14.8 Rehire.** An individual who seeks to be rehired from a lay off or disability rehire list, shall meet all minimum qualifications for the position. An employee who has been terminated for three (3) or more months, shall successfully complete a background check, polygraph, psychological evaluation and any and all other processes and criteria applied to a new hire. "Successfully complete" means to meet those standards normally applied by the Chief of Police when exercising discretion to hire under the Civil Service rules of the City.

#### **ARTICLE 15 - RIGHT OF ACCESS - GUILD REPRESENTATIVE**

**15.1** Duly authorized representatives of the Guild shall be permitted to enter upon the Employer's premises at reasonable times for the purpose of observing working conditions and transacting Guild business that cannot be transacted elsewhere; provided, however, that the Guild representative first secures approval from the designated Employer representative as to the time and place, and that no interference with the work of the employees or the proper operation of the Employer shall result.

**15.2** The Guild agrees that Guild business conducted by Guild members, including the investigation of grievances, shall occur during nonworking hours (e.g., coffee breaks, lunch period and before and after shift). However, Guild representatives will be allowed to attend contract negotiations and other meetings between the Guild and the City (e.g., grievance hearings, labor/management meetings) during working hours subject to the emergent needs of the department.

#### **ARTICLE 16 - EMPLOYEE RIGHTS**

**16.1** Discipline and discharge shall be only for just cause.

**16.2** Just Cause. Disciplinary action shall be imposed upon an employee only for just cause.

**16.2.1** Disciplinary actions. Disciplinary action shall include only the following:

- i. Written Reprimand
- ii. Suspension
- iii. Demotion
- iv. Discharge

Disciplinary action will normally be progressive in nature, but the level of discipline administered may depend upon the seriousness of the offense.

**16.3** GUILD AND EMPLOYEE RIGHTS. The Guild shall have the right to process any disciplinary action as a grievance through the grievance procedure, except for a verbal reprimand or written

reprimand, and except for employees serving an initial probationary period, or any extension of an initial probationary period. The suspect employee shall be entitled to Guild representation and/or legal representation at all meetings attended by the suspect employee where discipline is being considered for that suspect employee. All written reprimands will be removed from an employee's personnel file two (2) years after the date of the reprimand if the employee has not been subject to any additional discipline within the two (2) years. Records of the discipline may be retained in supervisory files or medical files to confirm the fact of disciplinary action with regard to issues such as reasonable accommodation of a disability or as a step in the process of progressive discipline. A summary of all sustained Internal Investigation files will be retained in accordance with the Washington State Archivists retention schedule.

**16.4 Notice and Opportunity to Respond.** Upon reaching the conclusion that just cause exists to discipline an employee with a suspension without pay, demotion or discharge, the Chief of Police or designee shall provide the employee and the Guild with the following prior to the administration of discipline:

- a. An opportunity to view and/or copy of all materials a part of or related to the investigation upon which the allegation(s) or charge(s) are based;
- b. The directives, policies, procedures, work rules, regulations or other order of the City that allegedly was violated and how these were violated;
- c. What disciplinary action is being considered.

**16.5 Employee's Response.** The affected employee and the Guild shall have the opportunity to respond to the allegation(s) or charge(s) verbally or in writing, normally within forty-eight (48) hours of receiving the information and materials provided by the Employer in Section 16.4 above and to do so prior to the Pre-Disciplinary meeting, provided the Guild may request a reasonable extension of time to respond, which request will not be unreasonably denied by the Chief or designee.

**16.6 Pre-Disciplinary Meeting.** An opportunity to respond to the allegation(s) or charge(s) shall occur at a Pre-Disciplinary meeting conducted and presided over by the Chief of Police or designee, who shall have the authority to impose or to recommend the proposed disciplinary action. Reasonable advance notice of this meeting, its time and place shall be given the employee and the Guild. This meeting shall be informal. The employee shall be given reasonable opportunity to be heard, to respond to the allegation(s) or charge(s), and to have the responses considered prior to the imposition of discipline.

**16.7 Employer's Decision.** Within a reasonable time, but not beyond thirty (30) calendar days from the date of the Pre-Disciplinary meeting, the Chief of Police or designee shall issue a written decision imposing discipline, exonerating the employee or taking such other action deemed appropriate.

**16.8 INVESTIGATIVE INTERVIEWS/INTERNAL AFFAIRS INVESTIGATIONS.** The interview of a suspect employee concerning action(s) or inaction(s) which, if proved, could reasonably lead to a

suspension without pay, demotion or discharge for that employee, shall be conducted under the following conditions and procedures:

a. If an employee is considered a suspect, at a reasonable time in advance of the investigative interview, the suspect employee shall be informed in writing, with a copy to the Guild, of the nature of the investigation; the specific allegations related thereto; and the policies, procedures and/or laws that form the basis for the investigation; and shall be advised that an opportunity to consult with a Guild representative and/or legal representative will be afforded prior to the interview.

b. The requirements of Section 16.8.a of this Section 16.8 shall not apply if the suspect employee is under investigation for violations that are punishable as felonies or misdemeanors under law.

c. The suspect employee shall have the right to have a Guild representative present during any interview which may reasonably result in a suspension without pay, demotion or discharge of the suspect employee. The opportunity to have a Guild representative present at the interview or the opportunity to consult with a Guild representative shall not unreasonably delay the interview. However, if the interview begins with the consent of the suspect employee in the absence of a Guild representative, but during the interview the suspect employee concludes that assistance is required by reason of increasing seriousness of the disciplinary problem, the suspect employee shall be allowed a reasonable time in which to obtain a Guild representative.

d. To the extent reasonably possible, all interviews under this Section shall take place at Police Department facilities.

e. The City may schedule the interview outside of the employee's regular working hours, however, in that event the appropriate overtime rate of payment shall be made to the employee. An employee on administrative leave with pay may be questioned between 8:00 AM and 5:00 PM, Monday through Friday, at the regular rate of pay.

f. The employee shall be required to answer any question concerning a non-criminal matter under investigation and shall be afforded all rights and privileges to which the employee is entitled under State or Federal laws.

g. The employee shall not be subject to coercion, nor shall interrogator(s) make promises of rewards or threats of harm as inducements to answer questions.

h. During an interview, the employee shall be entitled to such reasonable intermissions as the employee may request for personal physical necessities.

i. All interviews shall be limited in scope to activities, circumstances, events and conduct that pertain to the action(s) or inaction(s) of the employee that is the subject of the investigation. Nothing in this Section shall prohibit the Employer from questioning the employee about information that is developed during the course of the interview.

j. If any party records an interview, a copy of the complete tape shall be provided to the other party.

k. Interviews and Internal Affairs investigations shall be concluded without unreasonable delays.

l. The employee and the Guild shall be advised within a reasonable period of time, in writing, of the results of the investigation and what future action, if any, will be taken regarding the matter investigated.

m. This Article is not intended to limit the Police Department's ability to conduct a fair and comprehensive investigation nor impose unreasonable time limits upon the conduct of such investigation.

## **ARTICLE 17 – MANAGEMENT RIGHTS**

**17.1** The Guild recognizes the prerogative of the Employer to operate and manage its affairs in all respects in accordance with its responsibilities, and the powers and authorities which the Employer possesses, except as specifically limited by this agreement or by State law.

**17.2** The Employer has the authority to adopt rules for the operation of the Department and conduct of its Employees provided the adoption of any rule complies with Washington State law regarding changes in working conditions and other mandatory subjects of bargaining.

**17.3** The Employer has the right to schedule overtime work as required in a manner most advantageous to the Employer and consistent with the requirements of municipal employment and the public interest.

**17.4** Every incidental duty connected with operations enumerated in job descriptions is not always specifically described, nevertheless, it is intended all such duties shall be performed by the Employee.

**17.5** The Employer reserves the right to discipline, demote, or discharge for just cause. The Employer reserves the right to lay off for lack of work or funds, or the occurrence of conditions beyond the control of the Employer.

**17.6** The Employer shall have the right to assign work and to determine the duties of Employees; to schedule hours of work; to determine the number of personnel to be assigned at any time and to direct and perform all other functions not limited by this agreement.

## **ARTICLE 18 - NO STRIKES**

**18.1** It is recognized that the Employer is engaged in a public service requiring continuous operation, and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Guild. Neither the Guild nor its members, agents, representatives, employees or persons acting in concert with them, shall incite, encourage, or participate in any strike, walkout, slowdown, or other work stoppage of any nature whatsoever

for any cause whatsoever. In the event of any strike, walkout, slowdown, or work stoppage or a threat thereof, the Guild and its officers will do everything within their power to end or avert the same.

**18.2** Any employee authorizing, engaging in, encouraging, sanctioning, recognizing or assisting any strike, slowdown, picketing or other concerted interference, or who refuses to perform service duly assigned to him, shall be subject to immediate dismissal.

## **ARTICLE 19 - GRIEVANCE PROCEDURES**

Grievance defined. A grievance is defined as an alleged violation of express terms and conditions of this Agreement. Only one appeal and/or grievance may be maintained with respect to any individual disciplinary action. If an appeal is filed with the Civil Service Commission and a grievance filed pursuant to the procedures of this Collective Bargaining Agreement, the time limits set forth in this Article shall be suspended for a period of five (5) business days in order to permit the Guild in consultation with the Employee to make an election of remedies. If, after five (5) days, the Employee has not requested dismissal of the appeal to the Gig Harbor Civil Service Commission, the grievance and/or arbitration application shall be dismissed at the request of the Employer.

Time limits in the following steps may be extended only by mutual written consent of the parties hereto.

### **Step One - Police Chief.**

The grievance in the first instance will be presented to the Police Chief, in writing, within ten (10) working days of the alleged breach of the express terms and conditions of this Agreement. The Police Chief shall respond to the grievance in writing within ten (10) working days of receipt of the grievance. Every effort shall be made to settle the grievance at this Step One.

### **Step Two - Mayor.**

If the grievance is not resolved at Step One, then the grievance may be presented to the Mayor or his/her designee within ten (10) working days of receipt of the Chief's response. The grievance shall be presented to the Mayor or his/her designee in writing, setting forth detailed facts concerning the nature of the grievance, the contractual provisions allegedly violated, and the relief requested. Upon receipt of the written grievance, the Mayor or his/her designee shall, within ten (10) working days, meet with the grievant and/or the representative of the Guild in an attempt to resolve the grievance. Within ten (10) working days after such meeting, the Mayor or his/her designee shall send to the Guild a written answer stating the Employer's decision concerning the grievance.

### **Step Three- Arbitration**

A grievance may be submitted within twenty (20) working days following the decision rendered in Step Two to arbitration for resolution. Should the parties be unable to agree upon an Arbitrator

they shall request a list of names of eleven (11) Arbitrators with offices in Oregon or Washington from the Public Employment Relations Commission. The parties shall alternatively strike names until one name remains on the list. The remaining person shall be the arbitrator. The order of striking names shall be determined by coin toss. The decision of the Arbitrator shall be final and binding on both parties. The authority of the Arbitrator is limited to ruling on the correct interpretation or application of the Articles of this Agreement and shall not add to, take away from, alter, change or modify the terms of the Agreement.

Each party shall bear the cost of its own representation, legal fees and presentation of their case. The Arbitrator's fee and costs shall be paid by the losing party as determined by the Arbitrator.

## **ARTICLE 20 - PERSONNEL POLICIES**

All employees of this bargaining unit, in addition to being governed by this Agreement, shall also be subject to the Personnel Policies published by the Employer and any subsequent personnel policies, rules and regulations that may be promulgated in the future, so long as they do not conflict with this Agreement. The parties agree to abide by collective bargaining laws with respect to policies, rules and regulations affecting or impacting mandatory subjects of bargaining. In case of any conflict, this Agreement shall be the controlling policy for the employees covered by this Agreement.

## **ARTICLE 21 - UNIFORMS AND EQUIPMENT**

At the time of employment, the following uniform and equipment items shall be provided by the City. The City may withhold issuance of some of the equipment items while a member is assigned to Phase I of the Field Training Program (Academy). In such case, the remainder of the required equipment will be issued upon successful completion of Phase 1. Uniform items or equipment which require replacement through normal course of business will be replaced by the City, subject to availability of budgeted funds.

### **A. Uniform**

1. 3 trousers
2. 3 shirts (short and/or long sleeve)
3. 1 pair shoes or boots
4. 1 all-season jacket
5. 1 tie
6. 1 rain coat
7. 2 jumpsuits
8. 1 duty cap
9. 1 badge and required name tags
10. Required WSCJTC clothing and equipment (Phase I employees only)

### **B. Equipment**

1. 1 duty gun belt

2. 1 uniform pants belt
3. 1 holster
4. 1 department authorized duty weapon w/2 extra magazines.
5. 1 double handcuff case
6. 2 sets of handcuffs
7. 1 key holder
8. 1 baton & flashlight holder
9. 1 ASR canister and holder
10. 1 SL20 rechargeable flashlight or equivalent
11. 1 portable radio w/charger and holder
12. 1 bullet resistant vest
13. 1 expandable baton
14. 4 belt keepers
15. 1 glove holder
16. 1 taser holster
17. 1 patrol rifle and/or shotgun

The uniform shall meet the approval of the Police Chief and all purchases shall be through the departments established procedures. The employee agrees to maintain and keep in good condition and repair all parts of the uniform, and will have available for inspection on due notice his complete uniform.

The employer shall be responsible for laundering uniforms. Frequency of laundering uniforms shall be established by employer management policy. Uniform clothing damaged as a result of unforeseen circumstances in the line of duty shall be repaired or replaced by the employer. Equipment issued under this Article which is damaged through the gross negligence of the employee shall be replaced at the employee's cost.

The employer shall reimburse officers assigned as full time detective up to a maximum of \$600 per year for special job-related clothing purchases, provided such purchases must have approval by the Police Chief prior to purchase.

#### **ARTICLE 22 - SAVING CLAUSE**

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, the balance of this Agreement shall continue in full force and effect. The article and section held invalid shall be modified as required by law or the tribunal of competent jurisdiction, or shall be re-negotiated for the purpose of adequate replacement. If such negotiations shall not result in mutually satisfactory agreement, the parties agree to be bound by the position of a tribunal of competent jurisdiction, or a tribunal agreed to by the parties.

#### **ARTICLE 23 - COMPLETE AGREEMENT**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had an unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and

agreements arrived at by the parties after the exercises of that right and opportunity are set forth in this Agreement.

Therefore, the parties for the life of this Agreement voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to, or covered in this Agreement.

**ARTICLE 24 - TERM OF AGREEMENT**

This Agreement is effective January 1, 2007, and shall continue in full force and effect to and including December 31, 2009.

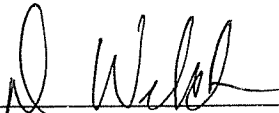
Notice to negotiate a new agreement shall be given within ninety (90) days prior to the expiration date.

IN WITNESS WHEREOF, we attached our signatures this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

**CITY OF GIG HARBOR**

**GIG HARBOR POLICE OFFICERS  
GUILD**

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

By:  \_\_\_\_\_  
Dan Welch, President

ATTEST:

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



ATTACHMENT "A"

2007 POLICE PERSONNEL SALARY RANGES

	<b>Monthly Minimum</b>	<b>Monthly Maximum</b>
Police Sergeant	\$5,658	\$6,474
Police Officer	\$4,118	\$5,148

**ATTACHMENT "B"**  
**PERSONNEL SALARIES**  
**MERIT/BONUS PAY**

1. Employees who have satisfactorily completed a six-month employment probationary period shall be eligible for a performance pay increase from 0% to 5% and a one-year employment probationary period shall be eligible for a performance pay increase from 0% to 8%.

2. Employees who have yet to reach the top of their salary range shall be eligible for performance pay increases of 0% to 8% each year. Such performance pay increases shall be added to their base rate of pay to compute the employee's new salary. Performance pay increases shall be approved by the City Administrator. Once an employee has reached the top of his/her salary range, the employee shall be eligible for merit bonus compensation up to 5% of the employee's annual base salary. Such merit/bonus pay increase shall not be added to the employee's base pay. This merit bonus pay is separate, non-cumulative compensation and must be earned through exemplary performance each evaluation period.

3. Employees shall be eligible for merit/bonus pay salary increases in accordance with the provisions set forth below:

3.1. Merit/bonus pay increases shall be within the city's budget in an appropriate fund within each department's budget.

3.2. The amount of the merit/bonus pay salary increase for each employee shall be based solely on performance.

3.3. Merit/bonus pay salary increases shall be granted by the City Administrator and confirmed by the Mayor.



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** 56<sup>th</sup> Street/Olympic Drive Improvement Project Final Plans, Specifications and Estimate - Contract Authorization

**Proposed Council Action:** Authorize a contract with David Evans and Associates, Inc. for the preparation of final plans, specifications and estimate for the 56<sup>th</sup> Street/Olympic Drive Improvement Project.

**Dept. Origin:** Community Development  
**Prepared by:** Stephen Misiurak, P.E., *SM*  
City Engineer

**For Agenda of:** February 12, 2007

**Exhibits:** Contract

	Initial & Date
<b>Concurred by Mayor:</b>	<i>GA 2/6/07</i>
<b>Approved by City Administrator:</b>	<i>PK 2/6/07</i>
<b>Approved as to form by City Atty:</b>	<i>Cam 2/6/07</i>
<b>Approved by Finance Director:</b>	<i>PK for D.R. 2/6/07</i>
<b>Approved by Department Head:</b>	<i>JP 2/6/07</i>

Expenditure Required	\$55,330.00	Amount Budgeted	\$4,177,000.00	Appropriation Required	0
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**INFORMATION / BACKGROUND**

This contract with David Evans and Associates, Inc. provides for the updating of the final plans, specifications, and cost estimate for this project. The plans were originally prepared in May 2002 and several changes have transpired along the project route that requires updating that includes topographic and right-of-way revisions.

**FISCAL CONSIDERATION**

This project was anticipated for funding in the 2007 budget cycle and sufficient funds exist within the Street Operating Fund, Objective No. 3 in the amount of \$4,177,000.00 to fund this expenditure.

**BOARD OR COMMITTEE RECOMMENDATION**

N/A

**RECOMMENDATION / MOTION**

**Move to:** Authorize a contract with David Evans and Associates, Inc. in the amount of Fifty-five Thousand Three Hundred Thirty Dollars (\$55,330.00) for the preparation of final plans, specifications and estimate for the 56<sup>th</sup> Street/Olympic Drive Improvement Project.

**CONSULTANT SERVICES CONTRACT  
BETWEEN THE CITY OF GIG HARBOR AND  
DAVID EVANS AND ASSOCIATES, INC.**

THIS AGREEMENT is made by and between the City of Gig Harbor, a Washington municipal corporation (hereinafter the "City"), and David Evans and Associates, Inc., a corporation organized under the laws of the State of Washington, located and doing business at 3700 Pacific Highway East, Suite 311, Tacoma, (hereinafter the "Consultant").

**RECITALS**

WHEREAS, the City is presently engaged in updating the final plans, specifications and estimate for 56<sup>th</sup> Street/Olympic Drive NW Project between 38<sup>th</sup> Street NW to 50<sup>th</sup> Street Court NW 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 January 12, 2007, 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 Fifty-five Thousand Three Hundred Thirty Dollars and no cents (\$55,330.00) 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 31, 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 Services referenced as **Exhibit A** and as modified or amended prior to termination. "Additional Costs" shall mean all reasonable costs incurred by the City beyond the maximum contract price specified in Section II(A), above.

## **VI. Discrimination**

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

## **VII. Indemnification**

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

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

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

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

## VIII. Insurance

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

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

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

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

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

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

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

## IX. Exchange of Information

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

#### **X. Ownership and Use of Records and Documents**

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

#### **XI. City's Right of Inspection**

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

#### **XII. Consultant to Maintain Records to Support Independent Contractor Status**

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

#### **XIII. Work Performed at the Consultant's Risk**

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



#### **XIV. Non-Waiver of Breach**

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

#### **XV. Resolution of Disputes and Governing Law**

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

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

#### **XVI. Written Notice**

All communications regarding this Agreement shall be sent to the parties at the addresses listed on the signature page of the agreement, unless notified to the contrary. Unless otherwise specified, any written notice hereunder shall become effective upon the date of mailing by registered or certified mail, and shall be deemed sufficiently given if sent to the addressee at the address stated below:

CONSULTANT  
Randy A. Anderson, P.E.  
Senior Associate, Project Manager  
David Evans & Associates, Inc.  
3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

CITY OF GIG HARBOR  
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.

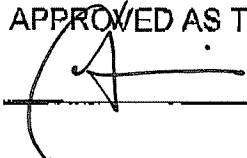
IN WITNESS WHEREOF, the parties have executed this Agreement on this \_\_\_\_\_ day of February 2007.

CONSULTANT  
By: Randy Anderson 2/5/2007 By:  
Its Principal  
**Sr. ASSOCIATE**

CITY OF GIG HARBOR  
\_\_\_\_\_  
Mayor

Notices to be sent to:  
Randy A. Anderson, P.E.  
David Evans & Associates, Inc.  
3700 Pacific Highway East, Ste. 311  
Tacoma, WA 98424  
(253) 922-9780

CITY OF GIG HARBOR  
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 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: \_\_\_\_\_

# **CITY OF GIG HARBOR**

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

### **UPDATING THE FINAL PLANS, SPECIFICATIONS, AND ESTIMATE for the**

#### **56<sup>TH</sup> STREET NW/OLYMPIC DRIVE NW PROJECT**

**from**

#### **38<sup>TH</sup> STREET NW to 50<sup>TH</sup> STREET COURT NW**

David Evans and Associates, Inc. (DEA) is pleased to provide this Scope of Services to the City of Gig Harbor (City) for updating the final plans, specifications, and cost estimate for the 56<sup>th</sup> Street NW/Olympic Drive NW project. This project involves the widening and improvement of approximately 3,600 lineal feet of 56<sup>th</sup> Street NW/Olympic Drive NW from 38<sup>th</sup> Street NW to 50<sup>th</sup> Street Court NW.

DEA originally prepared the plans for this project in May, 2002. Since the completion of the plans, changes have occurred along the route that requires updating of the plans to reflect current topographic conditions. Additionally the project specifications need to be updated to reflect current specifications used by the Washington State Department of Transportation (WSDOT) and the construction industry in general.

DEA has worked with the City and with private developers who are developing property adjacent to 56<sup>th</sup> Street NW and Olympic Drive NW and have been required by the City to make infrastructure improvements to the this road. Portions of project work shown in the originally prepared plans will now be constructed by developers. As such, the original plans need to be updated to delete this work from the construction plans.

DEA, as a courtesy to the City, provided significant assistance to the City by preparing the most recent Transportation Improvement Board (TIB) project grant application for funding from TIB. Due to the information and expertise reflected in the TIB grant application prepared by DEA, the City was selected for funding for construction. DEA will use this background information as part of the plan updating process.

The work outlined within this scope of services will be completed by DEA within 20 working days after receiving a written notice to proceed from the City.

Project update work will follow criteria found in the American Association of State and Highway Transportation Officials (AASHTO) publication, WSDOT's Design Manual, Standard Plans, 2006 Standard Specifications for Road, Bridge, and Municipal Construction, and the City of Gig Harbor Public Work's Standards as guidelines for the updating of the project plans.

## **TASK 1 - PROJECT MANAGEMENT**

For this project task, DEA will:

- Provide project management and professional engineering supervision for the project;
- Provide bi-weekly status updates to the City either verbally or in written form. The updates will document key issues and decisions made for the project. The updates will identify tasks that need to be performed by DEA and by the City to keep the project on schedule;
- Attend up to 2 four-hour project meetings with the City or other project stakeholders to identify and resolve potential problems concerning construction of the project. DEA will develop meeting agendas and provide meeting minutes as part of this work task;
- Prepare and submit monthly invoices to the City and perform project administrative duties as required. The invoices will be broken into subsections that follow the tasks identified in this scope of services and will show the hours of work used for each task for the billing period and the individuals who worked on the project. The invoices will show mileage, postage, reprographic, and other expenses associated with the project; and
- Provide internal QA/QC review throughout the design process.

Task Deliverables:

DEA will attend two meetings, provide project updates to the City, prepare and submit invoices, provide project management and oversight and engineering supervision, and perform internal QA/QC review for the project.

## **TASK 2 – UTILITY COORDINATION---LIMITED WORK**

Work on this task will be limited to the hours shown in the cost spreadsheet for this scope of services. DEA will send utility companies a copy of the current project plans and specifications for their review. DEA will prepare for and attend two 4-hour meetings with utility companies to resolve any final questions or issues associated with the construction phase of the project. DEA will revise the plans with an effort not to exceed the hours noted in the cost spreadsheet for this scope of services. Updating the project plans will only be done at the direction of the City.

For this task, DEA will:

- Send utilities current plans and specifications;
- Prepare for and attend two 4-hour meetings with utility companies; and
- Expend a limited effort to update the project plans when directed to do so by the City.

Task Deliverables:

DEA will prepare for and attend two 4-hour meetings with utility companies and update the project plans at the direction of the City.

### **TASK 3 – FIELD REVIEW AND UPDATE TOPOGRAPHY**

DEA will field review the project area to determine what topographic changes have occurred to the project site since the plans were completed. If changes have occurred that will impact the clarity and validity of the construction plans, DEA will survey the changes and update the construction plans to reflect the applicable topographic changes.

It is assumed that significant changes have not occurred within the project limits and work on this task will be limited to the hours shown in the cost spreadsheet. DEA will notify the City if it determines that significant changes have occurred that will require effort beyond what is shown in the cost spreadsheet.

For this project task, DEA will:

- Field review the project to determine what topographic conditions have occurred since the plans were completed;
- Perform survey work and update the project's base topographic maps; and
- Update the construction plans to reflect current site conditions and updated topographic base maps.

Task Deliverables:

DEA will field review the project and perform field survey work and update the construction plans.

### **TASK 4—UPDATE PLANS FOR R/W AND EASEMENTS**

After the project plans were completed, the City acquired right-of-way and various easements for the construction of the project. This new information needs to be shown on the construction plans. DEA will update the construction plans to reflect the acquired right-of-way and various easements acquired for the project. It is assumed that there will be no conditions attached to the right-of-way and easement documents which require additional design or detail work by DEA.

For this project task, DEA will:

- Review the City provided acquired right-of-way and easement documents and convert the legal descriptions to survey information in AutoCAD format; and
- Update the base maps and construction plans to reflect the acquired right-of-way and easements for the project.

Task Deliverables:

Updated plans that reflect the right-of-way and easements acquired by the City for the project.

### **TASK 5---UPDATE CONSTRUCTION PLAN SHEETS**



DEA will update the construction plans sheets for the project to reflect work that will be performed by developers and will no longer be a part of the original contract documents.

Assumptions for contract document revision work regarding the proposed traffic signal system at Olympic Drive NW and 50<sup>th</sup> Street Court NW:

- The contract documents will be revised to remove portions of this traffic signal system;
- Work to remain in the contract documents includes advance detector loops and associated conduit, wiring, and the interconnect system;
- The plans will be modified to indicate work to be performed by others which will be labeled as “existing conditions.”;
- The traffic signal plans for the 56<sup>th</sup> Street NW/38<sup>th</sup> Street NW intersection will be updated to reflect roadway and/or channelization modifications that may be made by the City; and
- The illumination plans will be updated to remove luminaries from the system that have been constructed by others.

For this work project, DEA will update and revise the following plan sheets:

- Cover and index sheets---two sheets;
- Summary of quantities sheet---one sheet;
- Site preparation plan sheets---two sheets;
- Structure notes---one sheet;
- Detail sheets---two sheets;
- Roadway sections---two sheets;
- TESC plans---one sheet;
- Plan and profile sheets---two sheets;
- Sign specifications sheet---one sheet;
- Channelization and signing plan---two sheets;
- Signal plans---fourteen sheets;
- Illumination and interconnect plans---two sheets;
- Illumination schedule---one sheet.

Task Deliverables:

Updated plans reflecting work that will be done by developers and/or others.

### **TASK 6---UPDATE SPECIFICATIONS TO 2006**

DEA will updated the project specifications to be compatible with WSDOT’s Standard Specifications for Road, Bridge, and Municipal Construction, 2006 edition and prepare a new construction cost estimate for the project.

For this project task, DEA will:

- Update the project’s standard specifications;
- Update the project’s special provisions; and
- Prepare an updated construction cost estimate for the project.

## Task Deliverables:

Updated project standard specifications, special provisions, and an updated construction cost estimate for the project.

## **ADDITIONAL SCOPE OF WORK OPTIONS**

DEA has the in-house expertise and will be available to perform additional services in connection with the project at the request of the City. These services include additional survey work, civil and traffic engineering design, environmental and permitting work, preparation of easements or other legal descriptions and documents, right-of-way acquisition, and public involvement.

## **SUBCONSULTANT SERVICES**

DEA will retain subconsultant services if necessary and authorized by the City. It is not anticipated that subconsultant services will be needed for this project.

## **EXCLUSIONS**

The following work tasks are not included in this Scope of Work:

- Right-of-way acquisition, preparation of legal descriptions, easements, or similar work, obtaining property title reports, setting property corners or doing other survey work that would require the filing of a Record of Survey;
- Data or information such as noise studies, air pollution data, or similar information;
- Survey work for WSDOT or utility companies, negotiating with them, or providing them with engineering information or data that has not already been developed under the scope of work for this project;
- Negotiations with impacted utilities for utility placement or mandating that utilities provide DEA with utility location information for the development of the project plans;
- Updating the project's storm report, traffic report, and the geotechnical report;
- Structural engineering for the design of retaining walls or other facilities; and
- Preparation or development of an environmental checklist permits, or other environmental or permitting work.

## **SERVICES PROVIDED BY THE CITY**

The City will:

- Obtain permission to access onto adjoining private properties to perform additional survey work if necessary;
- Provide all available as-built utility plans, road and storm drainage plans, or other engineering plans to DEA;
- Provide DEA with clear and legible copies of all right-of-way and easements documents that the City has acquired for the project;
- Be responsible for all environmental and permitting work associated with the development of the project. It is assumed that any environmental conditions of approval will not require additional design work be done for the project;

- Review all submittals made to the City within 5 working days and return them to DEA with written comments regarding needed changes or revisions; and
- Negotiate with the applicable utility to provide power for the project's signal system and illumination system. This includes payment of any application or permit fees.

## **REIMBURSABLES**

The City will reimburse DEA for:

- Fees payable to various agencies for copies of legal documents obtained during the research phase of the project;
- Fees for reprographics, postage, and express mailing; and
- Mileage.

## **PROJECT COMPLETION**

DEA will begin work on the project immediately after receipt of a written notice to proceed from the City and will deliver 90% complete updated plans within 15 working days thereafter to the City for review and comment. The City will review the plans and other construction documents and return them with written comments to DEA within 5 working days. After receiving City comments for the 90% plans DEA will deliver final, bid ready construction plans and documents within 5 working days thereafter to the City.

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CITY OF GIG HARBOR  
56TH STREET NW/OLYMPIC DRIVE NW  
UPDATE FINAL PLANS, SPECIFICATIONS, AND ESTIMATE

EXHIBIT B  
SCHEDULE OF RATES AND ESTIMATED HOURS

	Principal	Engineering Manager	Senior Engineer	Project Engineer	Project Technician	Blank	Wetlands Biologist	Survey Manager	Project Surveyor	Survey Technician	2-Person Crew	Landscapes Arch	Exec Admin	Admin Asst	Task Costs	Task Sums Expenses
DAVID EVANS AND ASSOCIATES, INC 3700 PACIFIC AVENUE EAST, SUITE 311 TACOMA, WA 98424																
<b>TASK 1--PROJECT MANAGEMENT</b>																
Project management and engineering supervision		6													\$ 1,560.00	
Provide written bi-weekly status updates		2		4											\$ 1,020.00	
Attend two meetings and provide agenda and minutes		6		12											\$ 2,880.00	
QA/QA	4	2											2		\$ 800.00	
Total	4	20	0	16	0	0	0	0	0	0	0	0	2	10	\$ 6,260.00	\$ 6,260.00
<b>TASK 2--UTILITY COORDINATION--MAY BE LIMITED WORK</b>																
Coordinate with utility companies				10											\$ 400.00	
Meet twice with utility providers		8		16											\$ 3,200.00	
Update and revise plans to accommodate utilities work--limited work		4		8											\$ 1,600.00	
Total	0	12	0	18	24	0	0	0	0	0	0	0	0	12	\$ 6,200.00	\$ 6,200.00
<b>TASK 3--FIELD REVIEW AND UPDATE TOPOGRAPHY--MAY BE LIMITED WORK</b>																
Field walk check by engineer				8											\$ 820.00	
Field survey new topographic conditions and update base maps				2											\$ 160.00	
Update construction plans to reflect new topographic conditions				4											\$ 320.00	
Total	0	0	0	14	12	0	0	2	4	16	24	0	0	0	\$ 8,300.00	\$ 8,300.00
<b>TASK 4--UPDATE PLANS FOR ROW AND EASEMENTS</b>																
Review acquired ROW and easement documents		2		2											\$ 3,160.00	
Update plan sheets to reflect new ROW and easement acquisitions		0		2											\$ 1,640.00	
Total	0	2	0	4	0	0	0	2	2	8	0	0	0	0	\$ 4,800.00	\$ 4,800.00
<b>TASK 5--UPDATE CONSTRUCTION PLAN SHEETS</b>																
Update cover and intro--two sheets		0		2											\$ 410.00	
Update summary of quantities--one sheet		0		4											\$ 1,020.00	
Structure notes--one sheet		0		2											\$ 770.00	
Structure notes--one sheet		0		2											\$ 1,000.00	
Rightway sections--two sheets		0		4											\$ 800.00	
TSC plans--one sheet		0		2											\$ 500.00	
Update site specification sheet--one sheet		0		4											\$ 800.00	
Update site specification and signing plan--two sheets		0		4											\$ 1,000.00	
Update signalization plans		0		4											\$ 580.00	
SSA ST NW/28th Ave NW - Update 6 sheets		0		6											\$ 1,180.00	
SSA ST NW/28th Ave NW - Update 6 sheets		0		6											\$ 2,140.00	
Other 250th St - Modify 4 sheets to reflect "By Ones" work		0		8											\$ 1,560.00	
Update illumination and interconnect plans--two sheets		0		6											\$ 2,680.00	
Update illumination schedule--one sheet		0		6											\$ 1,650.00	
Review overall plan change work		2		4											\$ 1,350.00	
Total	2	6	30	34	36	0	0	0	0	0	0	0	0	0	\$ 16,730.00	\$ 16,730.00
<b>TASK 6--UPDATE SPECIFICATIONS TO 2005</b>																
Update standard specifications		0		2											\$ 1,110.00	
Update project's special provisions		0		24											\$ 4,440.00	
Update construction cost estimate		0		12											\$ 1,660.00	
Total	0	0	0	38	12	0	0	0	0	0	0	0	0	26	\$ 8,210.00	\$ 8,210.00
Total Hours	6	48	30	124	146	0	0	4	38	24	24	0	2	48		
Rate	\$ 195.00	\$ 160.00	\$ 155.00	\$ 115.00	\$ 90.00	\$ 80.00	\$ 95.00	\$ 180.00	\$ 90.00	\$ 85.00	\$ 150.00	\$ 111.00	\$ 75.00	\$ 60.00	\$ 51,630.00	\$ 53,630.00
Labor	1,170.00	7,680.00	4,650.00	14,260.00	13,140.00			640.00	3,420.00	2,040.00	3,600.00		150.00	2,880.00		
<b>CONTINGENCIES OR EXTRA WORK</b> (Done at the direction of the City)															\$ 1,000.00	\$ 1,000.00
<b>EXPENSES</b> Reproduction, Postage, Express Delivery, Illinois															\$ 500.00	\$ 500.00
<b>TOTAL PROJECT COST</b>															\$ 55,330.00	\$ 55,330.00



**Business of the City Council  
City of Gig Harbor, WA**

**Subject: City Attorney – Rules of Professional Conduct 1.7, Conflict of Interest letter**

**Proposed Council Action: Authorize The Mayor to sign the letter.**

Dept. Origin: City Attorney  
 Prepared by: City Attorney  
 For Agenda of:  
 Exhibits: none

Initial & Date

Concurred by Mayor: CA 2/7/07  
 Approved by City Administrator: PAK 2/5/07  
 Approved as to form by City Atty: CAM 1/31/07  
 Approved by Finance Director: N/A  
 Approved by Department Head: N/A

Expenditure Required	0	Amount Budgeted	0	Appropriation Required	0
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**INFORMATION / BACKGROUND**

Carol Morris, City Attorney, represents the Association of Washington Cities in various land use matters. The City's insurance pool is Association of Washington Cities Risk Management Services Agency. In some instances, AWC-RMSA hires Carol Morris to represent the City of Gig Harbor in land use litigation. The Rules of Professional Conduct (RPC) require that under certain circumstances, a written conflict waiver is required. Attached is a letter addressing RPC 1.7.

**FISCAL CONSIDERATION**

There are no fiscal considerations.

**BOARD OR COMMITTEE RECOMMENDATION**

No board or committee has reviewed this letter. The City Attorney has, however, contacted Scott Snyder, the attorney who handles personnel matters for the City to obtain an independent opinion regarding this letter. Mr. Snyder concurs in the City Attorney's opinion and has been provided with a copy of this letter. Therefore, the City Attorney recommends that the Council authorize the Mayor to sign this letter.

**RECOMMENDATION / MOTION**

**Move to: Authorize the Mayor to sign the Conflict of Interest Letter from Carol A. Morris, dated January 18, 2007.**

Law office of  
CAROL A. MORRIS PC

January 18, 2007

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

Re: Conflict of Interest Letter

Dear Mayor and City Council:

Under the Rules of Professional Conduct, a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

- (1) the representation of one client will be directly adverse to another client; or
- (2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by a personal interest of the lawyer.

RPC 1.7(a). As you all are aware from our frequent discussions regarding City matters and the AWC-RMSA insurance pool, I also represent AWC-RMSA. This representation involves the following:

- (a) handling questions from cities in the pool on a land use hotline that is funded by AWC-RMSA; and
- (b) representing cities (including Gig Harbor) in the pool in land use litigation and providing pre-litigation advice.

Because the City of Gig Harbor is a member of the AWC-RMSA insurance pool, I do not provide any advice to the City on any insurance coverage issues, nor do I review any contracts between the parties (to approve as to form). Where a problem has arisen and it appeared that litigation might ensue, the City has obtained independent counsel to provide advice to the Council. As examples of this, years ago, in an issue involving a variance, the Council hired Jim Haney from Ogden Murphy Wallace to provide advice. Recently, Don Marcy of Cairncross Hempleman provided a second opinion to the Council on an issue prior to litigation.

In those instances in which AWC-RMSA has hired me to represent the City of Gig Harbor in litigation, I have never been given any direction from AWC-RMSA on the management of the case. As a result, I have never believed that the representation of Gig Harbor was directly adverse to AWC-RMSA, or that the representation of AWC-RMSA was directly adverse to Gig Harbor. In addition, I have never believed that there was a significant risk that my representation of Gig Harbor was materially limited by my responsibilities to AWC-RMSA, or that my representation of AWC-RMSA was materially limited by my responsibilities to Gig Harbor. Therefore, it was my opinion that Rule 1.7(a) did not apply.

The Rules of Professional Conduct also provide that:

Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

- (1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;
- (2) the representation is not prohibited by law;
- (3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
- (4) each affected client gives informed consent, confirmed in writing (following authorization from the other client to make any required disclosures).

RPC 1.7(b).

While I do not believe there is a concurrent conflict of interest under paragraph (a), I would answer (1) through (3) as follows. I strongly believe that I am able to provide competent and diligent representation to both Gig Harbor and AWC-RMSA. Nothing prohibits such representation, and the situation described in No. (3) has never arisen, in all of my years representing Gig Harbor.

Because we have had so many discussions regarding my representation of both Gig Harbor and AWC-RMSA in the past, it was my understanding that Gig Harbor had given informed consent to this dual representation. To address any assertion, founded or unfounded, that a written statement of informed consent is required, I am requesting that you consider the content of this letter, authorize the Mayor to sign this letter and return it to me.



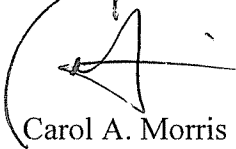
Gig Harbor Mayor and City Council  
January 18, 2007  
Page 3

I do not believe that there are any risks associated with my representation of both Gig Harbor and AWC-RMSA. My advice to the City has always been based on applicable law, and what is in the best interest of the City. Most of you have known me for a significant amount of time, and would likely confirm this view.

There are, however, significant advantages to my representation of both Gig Harbor and AWC-RMSA. My experience representing so many pool cities in land use litigation has provided me with extensive knowledge of the law. This background has been invaluable to me as the City Attorney, given that at least 75% of my duties revolve around land use matters.

I have submitted this letter to the Mayor for inclusion in the Council packet so that it can be discussed, if desired, during a public meeting. In the meantime, if you have any questions, please feel free to contact me directly. Thank you.

Very truly yours,



Carol A. Morris

Consented to by:

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

---

Charles L. Hunter,  
Mayor, City of Gig Harbor



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Amendment to Job Descriptions

**Dept. Origin:** City Administrator

**Proposed Council Action:** Authorize the revised Engineering Technician Job Description

**Prepared by:** Rob Karlinsey  
City Administrator

**For Agenda of:** February 12, 2007

**Exhibits:** Revised Job Description

Initial & Date

**Concurred by Mayor:** CH 2/7/07  
**Approved by City Administrator:** RJK 2/6/07  
**Approved as to form by City Atty:** \_\_\_\_\_  
**Approved by Finance Director:** N/A

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The Engineering Technician job description is in need of updating to more fully address the current duties and assignments of the incumbent filling this position and the expected duties of the additional new person.

**FISCAL CONSIDERATION**

There are no fiscal impacts associated with this revision.

**BOARD OR COMMITTEE RECOMMENDATION**

The revised job description has been provided to and approved by the Employees Guild President Willy Hendrickson.

**RECOMMENDATION / MOTION**

**Move to:** Authorize the revised Engineering Technician Job Description.

## ENGINEERING (GIS) TECHNICIAN

### Nature of Work

This is a professional and technical position in the engineering field of Public Works, ~~Geographic Information System (GIS) and Global Positioning System (GPS) technologies.~~ The employee occupying this position is expected to perform complex duties, occasionally in the absence of clearly defined operating procedures, where independent judgment is required. Technical problems are assigned which may require extensive research or extensive knowledge of the assigned function. The incumbent will prepare rough and final drawings and maps for Operations, Engineering, Planning, and Building projects, and assist in support services for other City departments. The incumbent will also be required to perform occasional field inspections, and assist in answering technical questions over the phone and in person with engineers, contractors, and the general public. The incumbent will be able to develop an effective working relationship with employees, city officials, and other municipal and state agency officials.

### Controls Over Work

Under the direct supervisory control and guidance of the Community Development Director City Engineer and general supervision of the Community Development Director, and under the engineering direction of the City Engineer, and within the framework of governing federal, state, and local laws and policies established by the City Council, the incumbent will accomplish tasks related to established Community Development and other City programs as well as tasks associated with general civil engineering. Supervision will control for compliance with internal policies and procedures, quality of work, compatibility with city programs and policies and manner and effectiveness with which the incumbent deals with subordinates, city officials, and the general public.

### Essential Duties and Responsibilities

Essential job duties may include, but are not limited to the following; Prepare drawings and GIS maps for Community Development and other departments. Maintain and update GIS and utility system maps and related records. Conduct fieldwork for design and installation of projects and to obtain mapping and project support data. Maintain files of archived, current construction, and record drawings. Assist the public seeking information on GIS and utility system maps. Prepare report graphics, charts, exhibits, and other technical information for other staff and for the public. Assist in training of other employees in use of computer systems and GIS. Reviews civil engineering plans, specifications and documents for compliance with adopted city regulations. Is a lead member in the development review team interfacing directly with applicants, design professionals, contractors and citizens to facilitate the planning and design of projects; assists other development services staff by providing engineering expertise and guidance in the interpretation and application of regulations. Assists in the maintenance and revision of the city's development code and

design standards. Prepares written and verbal reports. Responds to citizen requests and concerns related to development activities. Other duties as assigned.

A valid Washington State driver's license and a history of safe driving is an essential duty of the job.

### Knowledge, Abilities, and Skills

Knowledge of AutoCAD (preferably Version 2005 or above and ARC GIS 9.0 or above is desirable. Land Development Desktop 3.0 or above), and Arcview GIS 3.2 or above is required. Knowledge of basic principles and terms of Civil Engineering is desirable. Have an ability to update, load and maintain the GIS and AutoCAD system. Perform GIS and AutoCAD design tasks for all City departments. Create and use spreadsheet and word processing documents. Have knowledge of the principles and practices of civil engineering as they apply to planning, design and construction of municipal infrastructure. Federal and state regulations affecting civil engineering projects. General computer skills and civil engineering software applications.

Ability to communicate clearly and effectively, verbally and in writing. Prepare comprehensive reports and other engineering documents. Assist in the infrastructure planning and design. Establish and maintain effective working relationships with city staff, design engineers, consultants and the general public. Work independently and with others as a project team member. Deal courteously and tactfully with the public and with general contractors.

Have skills in automated plotting, scanning and copying using large format drawings.

### Physical Demands and Work Environment

This work is performed primarily in an office or conference room setting. Field work is performed at times to review sites, collect data and observe construction progress. Physical effort may be required to lift equipment and system parts that weigh up to 50 pounds. Occasional fieldwork in shallow ditches or steep slopes may be required. Physical hazard may occur from exposure to traffic or rugged field terrain.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

### Qualifications Required

Associate of Arts degree in GIS or Civil Engineering Technology; or two years of college with course work or training in GIS, geography, civil engineering or a

related technical field, or equivalent training and experience that substantiates similar skills and knowledge.



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance Relating to Annexation and Zoning - Shafer (ANX 06-1302)

Proposed Council Action: Adopt Ordinance at this Second Reading

Dept. Origin: Community Development

Prepared by: John P. Vodopich, AICP
Community Development Director

For Agenda of: February 12, 2007

Exhibits: Ordinance w/ Vicinity & Location Maps

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

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

The City received the petition for annexation on August 17, 2006, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on August 23, 2006 as being legally sufficient.

At the conclusion of a public hearing on October 23, 2006, the Council passed Resolution No. 688 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration.

Adoption of an Ordinance annexing the property and establishing zoning is in order.

FISCAL CONSIDERATION

Minimal, the Finance Director has noted that the annexation will bring in \$309.42 to the General Fund and \$62.43 to the Eddon Boat Debt Service fund - the total increase in property taxes for 2007 is \$371.85.

BOARD OR COMMITTEE RECOMMENDATION

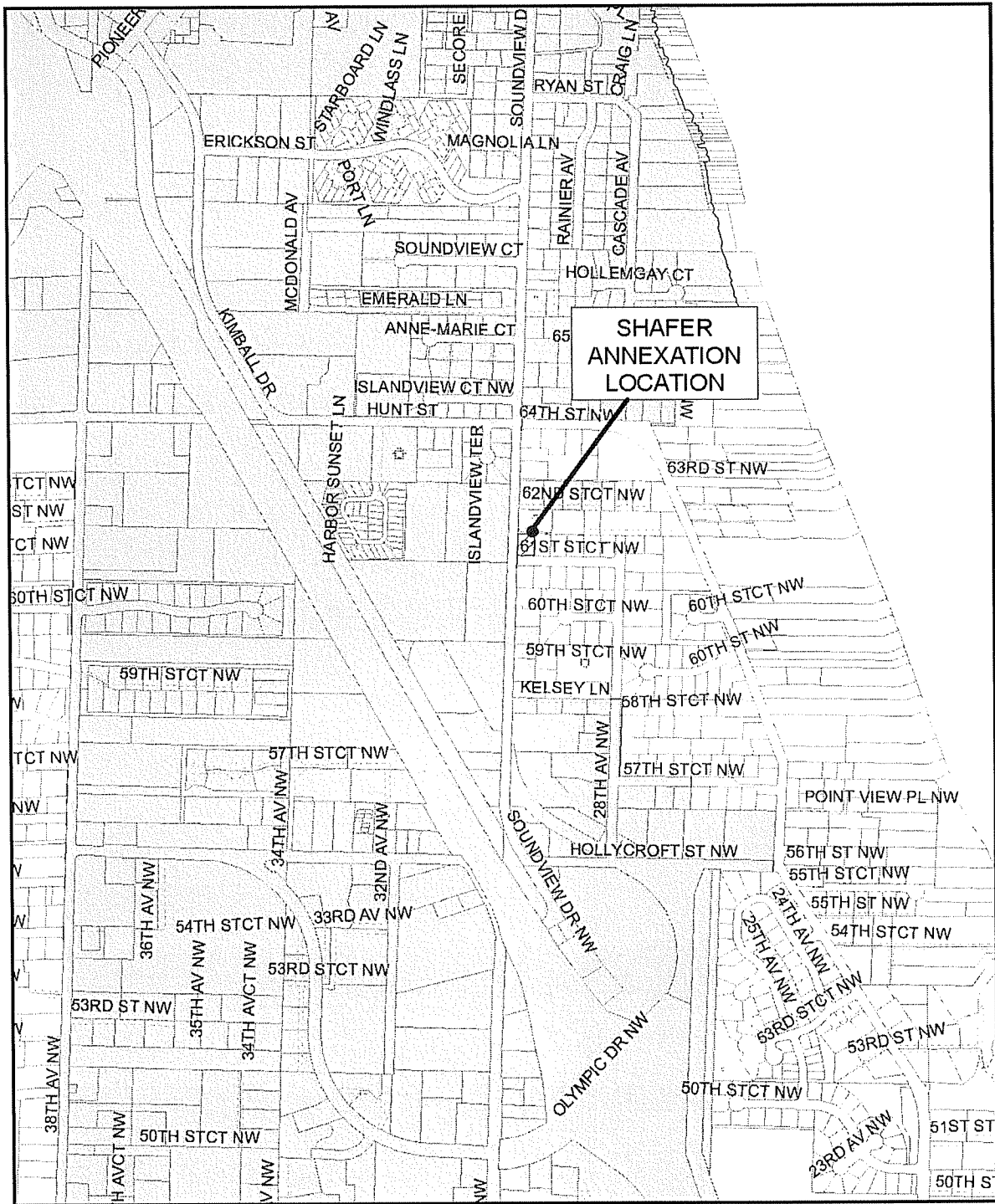
The Boundary Review Board deemed the annexation approved on January 2, 2007.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance at this Second Reading.



SHAFER ANNEXATION (ANX-06-1302)  
LOCATION MAP



SHAFER ANNEXATION (ANX-06-1302)  
VICINITY MAP





Pierce County

Boundary Review Board

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

January 2, 2007

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

Re: Proposed Annexation to City of Gig Harbor – Shafer, A-06-8

Dear Mr. Vodopich,

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on October 25, 2006, and the Board's jurisdiction has not been invoked.

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

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

Sincerely,

Toni Fairbanks  
Chief Clerk

Enclosure

F:\clerk\BRB\annexations\A-06-8 Route.doc

2007 JAN 03 10:00 AM

JAN 03 2007

COMMUNITY



**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 0.31 ACRES OF PROPERTY LOCATED AT THE CORNER OF SOUNDVIEW DRIVE AND 61<sup>ST</sup> STREET COURT NW (ANX 06-1302), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) ZONING, IMPOSITION OF THE HEIGHT RESTRICTION STANDARDS (GHMC 17.62), AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.**

---

WHEREAS, the City of Gig Harbor received a Notice of Intent 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), 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 August 14, 2006, the City Council met with the initiators of the petition and voted (Payne/Franich, 6-0-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning, requiring that the property be subject to the Height Restriction Area standards (GHMC 17.62), and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on August 17, 2006, the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on August 23, 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, the property described in Exhibit A and graphically depicted on Exhibit B 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) being applied to the property described in Exhibit A and graphically depicted on Exhibit B is consistent with the City of Gig Harbor Comprehensive Land Use Plan designation of Residential Low; and

WHEREAS, on October 23, 2006, the City Council, following a public hearing on the annexation petition, voted (Young/Conan, 6-0-0) to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 688); and

WHEREAS, on October 24, 2006, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on October 27, 2006, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as October 25, 2006, initiated the forty-five (45) day review period, and noted that the period during which jurisdiction could be invoked would expire on December 11, 2006; and

WHEREAS, on January 2, 2007, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of January 22 and February 12, 2007; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 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, 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 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, 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;

- 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), in accordance with the Gig Harbor Municipal Code, Title 17; and
- C. All property within the area described in Exhibit A and graphically depicted on Exhibit B shall be subject to the Height Restriction Area standards (GHMC 17.62)

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

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY: \_\_\_\_\_  
CAROL A. MORRIS

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

**Exhibit A  
SHAFER ANNEXATION (ANX 06-1302)  
LEGAL DESCRIPTION**

**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.

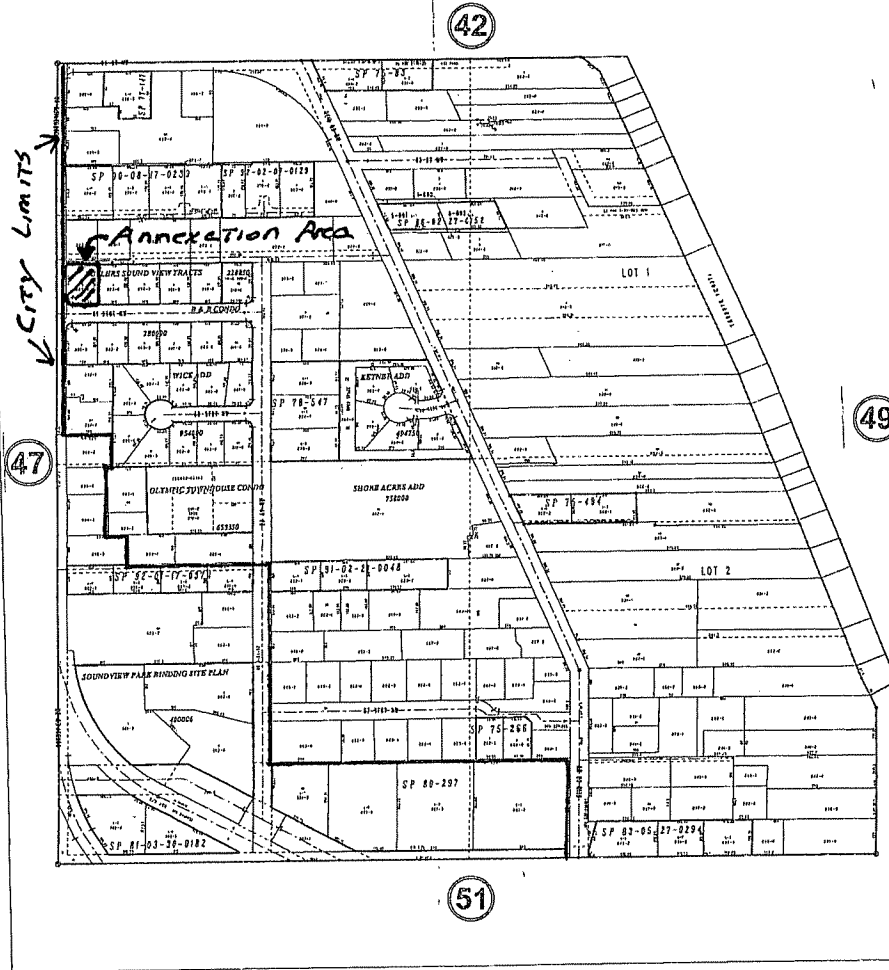
RECEIVED  
CITY OF GIG HARBOR  
JUN 15 2006  
COMMUNITY DEVELOPMENT

PIERCE COUNTY PLANNING  
& LAND SERVICES

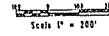
JUN 15 2006

PIERCE COUNTY

# Exhibit B SHAFER ANNEXATION (ANX 06-1302) ANNEXATION AREA MAP



NE17-T21N-R02E



1000'-00"	1500'-00"	2000'-00"
2000'-00"	3000'-00"	4000'-00"
3000'-00"	4000'-00"	5000'-00"



DATE OF GLE PROPOSITION 01/14/04  
02-20-01-0

Public Services Building  
5100 S. 41st Street, Room 110  
Tacoma, Washington 98403

Washington State "True North" from True North Station 49N00-00-00

**Pierce County**  
Auditor-Treasurer  
THIS IS NOT A SURVEY  
BY 200' GLE SCALE FROM AN EXIST. MAP  
BE ASSUMED NO LIABILITY FOR ERRORS  
OR OMISSIONS BY SEVERAL SURVEY  
AND ASSURANCE MAP TITLE







Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading Ordinance
- Dahl Rezone

Proposed Council Action: Adopt Ordinance
at this Second Reading

Dept. Origin: Community Development Department

Prepared by: Kristin Udem, Associate Planner

For Agenda of: February 12, 2007

Exhibits: Ordinance, Land Use and Zoning map(s)

Initial & Date

Concurred by Mayor: CH 2/7/07
Approved by City Administrator: RJK 2/5/07
Approved as to form by City Atty: CAM 2/5/07
Approved by Finance Director: N/A
Approved by Department Head: JAV 2/2/07

Table with 3 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0 for all.

INFORMATION / BACKGROUND

The City designated the portion of Gig Harbor in which the subject parcel is located as Commercial/Business in the City's 1997 Comprehensive Plan. This area has maintained this designation through subsequent Comprehensive Plan reviews and is currently shown on the City's Comprehensive Land Use Map as Commercial/Business. The applicant has requested to implement the Downtown Business (DB) designation on the subject site to further the goals and policies of the City's Comprehensive Plan.

A SEPA threshold determination of Nonsignificance (DNS) was issued for the rezone on November 8, 2006. No appeals were filed on the DNS. The Hearing Examiner (HE) held a public hearing on this application on December 13, 2006. The HE approved the application on December 22, 2006. The appeal period for this decision expired on January 10, 2007 and no appeals were filed. Zoning district map amendments are required to be adopted by ordinance to effectuate an official map change.

At the first reading of the Dahl Rezone, Council Members had some questions regarding the zoning map. The first question referenced a conflict shown on the two zoning maps presented at the meeting. Specifically, one map indicated the parcel across the street was split-zone DB and R-2 and one map showed the entire parcel DB. The Community Development Department changed the GIS mapping program late in 2006 to remain consistent with Pierce County. The zoning information was input by City staff on a parcel basis and quality control checks have not yet been completed. The property on the east side of Pioneer Way from the Dahl rezone site contains a split zone of DB and R-2 as shown on the map dated September 19, 2006.

This brings up the question of split zoned lots. There are various reasons why some parcels contain split-zones. A property owner owning contiguous parcels could combine lots which would leave two separate zoning designations. In an attempt to avoid future confusion for the Dahl rezone site, staff determined that the zone of the entire parcel should be the same. This particular property had a Land Use designation of Commercial/Business over two-thirds the property and it seemed reasonable to change the zone of the entire piece of property to Downtown Business.

**POLICY CONSIDERATION**

The City of Gig Harbor Comprehensive Plan Land Use Map designates the site as Commercial/Business. This land use designation anticipates retail sales and services; business and professional offices; and mini-warehousing.

The proposed Downtown Business designation is intended for providing a broad range of goods and services for the citizens of Gig Harbor as well as to promote and enhance services and activities which cater to visitors to the City while maintaining a traditional scale and character of downtown Gig Harbor.

**FISCAL CONSIDERATION**

There are no fiscal impacts associated with this rezone.

**BOARD OR COMMITTEE RECOMMENDATION**

Neither a board or committee was required to review this application.

**RECOMMENDATION / MOTION**

**Move to:** Adopt Ordinance at this second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING .27 ACRES FROM R-1 (SINGLE-FAMILY) ZONING DISTRICT TO A DB (DOWNTOWN BUSINESS) ZONING DISTRICT, LOCATED AT 7516 PIONEER WAY, ASSESSOR'S PARCEL NUMBER 0221082049.**

---

WHEREAS, Donald Dahl, owns the parcel located at 7516 Pioneer Way in Gig Harbor, Washington, ASSESSOR'S PARCEL NUMBER 0221082049; and

WHEREAS, the land use designation in the Comprehensive Plan of the subject parcels is Commercial/Business, and this designation dates back to the City's 1997 Comprehensive Plan; and

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

WHEREAS, the existing commercial/business comprehensive plan land use designation anticipates retail sales and services; business and professional offices; and mini-warehousing uses; and

WHEREAS, Donald Dahl has requested that the property be rezoned from R-1 (single family) to DB (Downtown Business), which allows for the provision of a broad range of goods and services for the citizens of Gig Harbor as well as services and activities which cater to visitors to the City; and

WHEREAS, a SEPA threshold determination of non-significance (DNS) for the proposed rezone was issued on November 8, 2006; and



WHEREAS, the SEPA threshold decision was not appealed; and

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

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

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on December 13, 2006; and

WHEREAS, the Hearing Examiner approved the proposed rezone in his decision dated December 22, 2006; and

WHEREAS, the appeal period expired on January 10, 2007; and

WHEREAS, zoning district map amendments must be adopted by ordinance to effectuate an official map change as per GHMC 17.100.070 under the provisions of Chapter 1.08 GHMC; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community Development on September 27, 2006 pursuant to RCW 36.70A.106; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meeting of January 22, 2007 and February 12, 2007;

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

Section 1. The real property located at 7516 Pioneer Way, Assessor Parcel #0221082049 and as shown on attached Exhibit "A", and legally described as follows:

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER

BOTH OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN, SITUATE IN PIERCE COUNTY, WASHINGTON, FURTHER DESCRIBED AS FOLLOWS;

BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHEAST QUARTER THENCE NORTH 86°56'29" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER 22.55 FEET; THENCE SOUTH 09°30'40" WEST 114.28 FEET; THENCE SOUTH 58°33'42" EAST 51.72 FEET TOT EH NORTHWESTERLY MARGIN OF PIONEER AVENUE; THENCE NORTH 37°46'10" EAST ALONG SAID MARGIN 175.30 FEET TO THE NORTH LINE OF SAID SOUTHEAST QUARTER; THENCE NORTH 89°25'58" WEST ALONG SAID NORTH LINE 110.07 FEET TO THE POINT OF BEGINNING

is hereby rezoned from R-1 (single family) to DB (Downtown Business).

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

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

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2007.

CITY OF GIG HARBOR

---

CHARLES L. HUNTER, MAYOR

ATTEST/AUTHENTICATED:

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

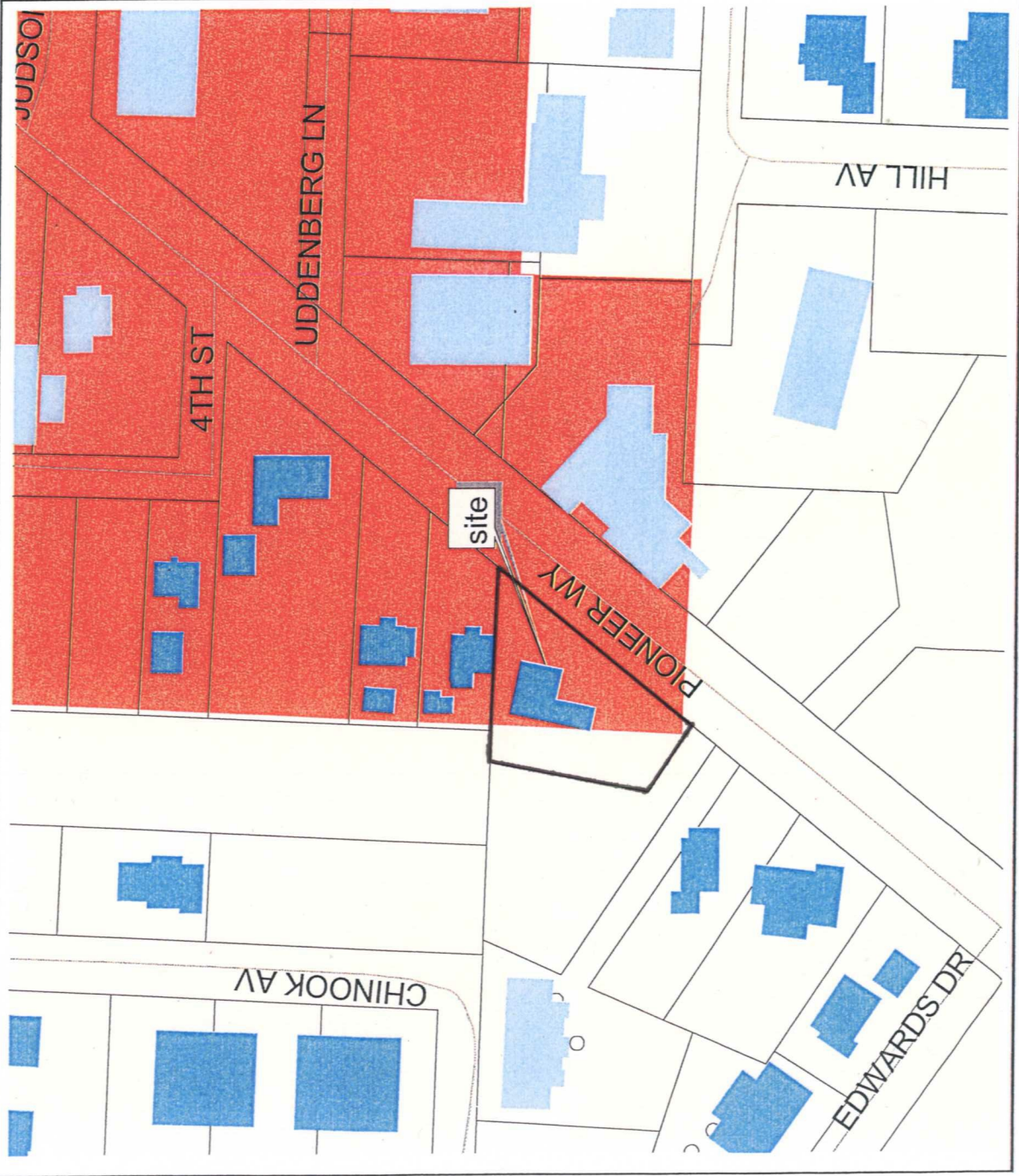
APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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



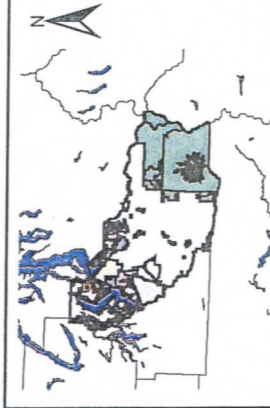
# Dahl Rezone Comprehensive Plan Map



## MAP LEGEND

- Planimetrics-Buildings(Poly) - GH
- Commercial
- Residential
- Tax Parcels
- Roads
- Stream Hydrography WARIS
- Lu\_map.shp
- Residential Low
- Residential Medium
- Employment Centers
- Commercial/Business
- Public/Institutional
- Waterfront
- PCD-Residential Low
- PCD-Residential Medium
- PCD-Commercial
- PCD-Business Park
- Preservation Areas
- Mixed Use
- No Designation
- Supplemental Wetland Inventory
- National Wetlands Inventory
- CWI Wetlands
- CWI Boundaries
- Unverified
- Verified
- Delineated

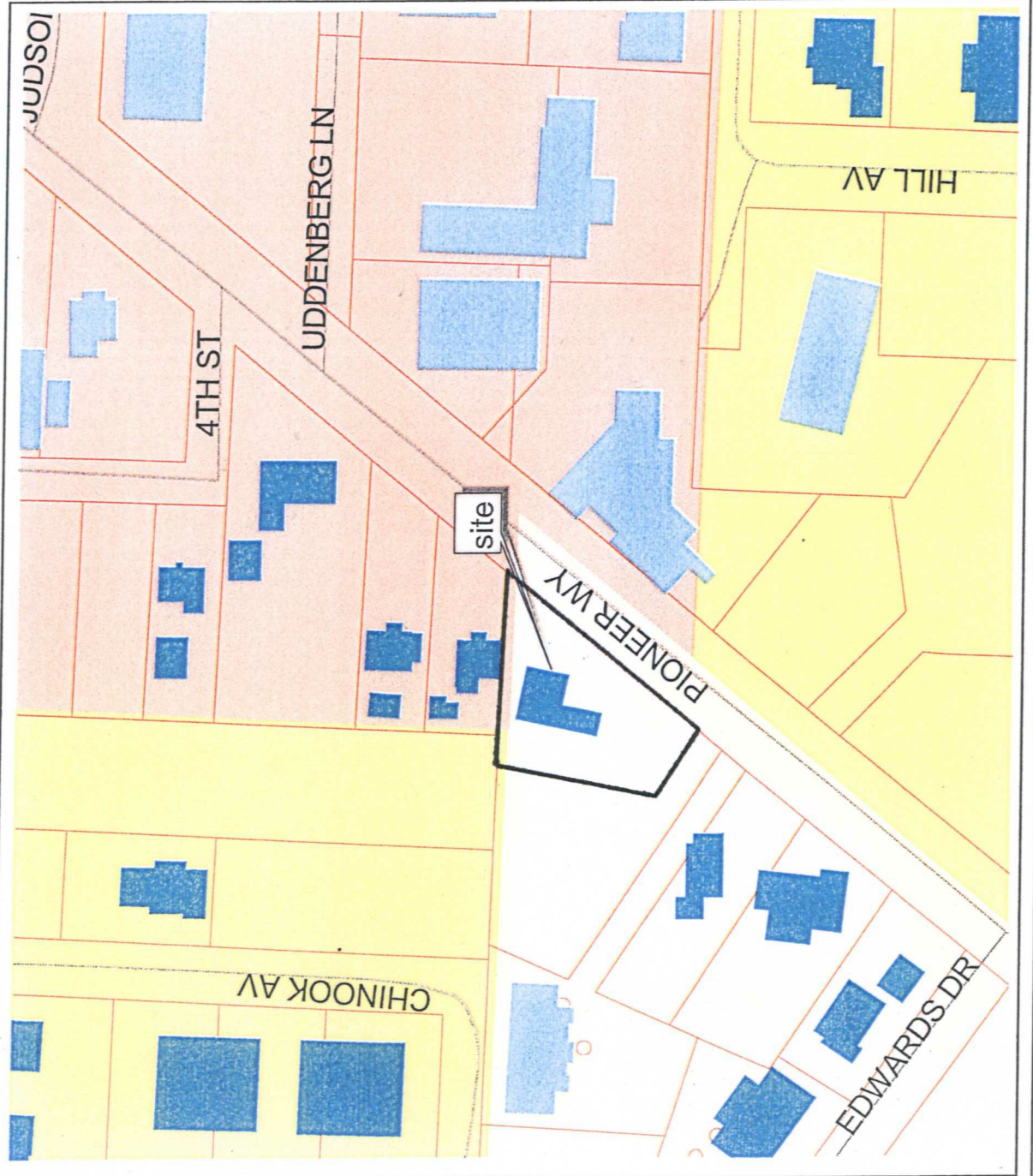
Scale 1:1389



12:32 Sep 19, 2006



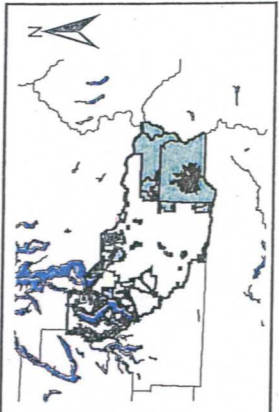
# Dahl Rezone Zoning Map



## MAP LEGEND

- Planimetrics-Buildings(Poly) - GH
- Commercial
- Residential
- Rock parcels
- Stream Hydrography WARIS
- Supplemental Wetland Inventory
- National Wetlands Inventory
- CWI Wetlands
- Unverified
- Delineated
- Zoning
- R-2
- R-3
- RB-1
- B-1
- B-2
- C-1
- DB
- WM
- WR
- ED
- PCD-BP
- PCD-NB
- PCD-RMB
- PCD-RLD
- PCD-RMD
- No Zoning

Scale 1:1389

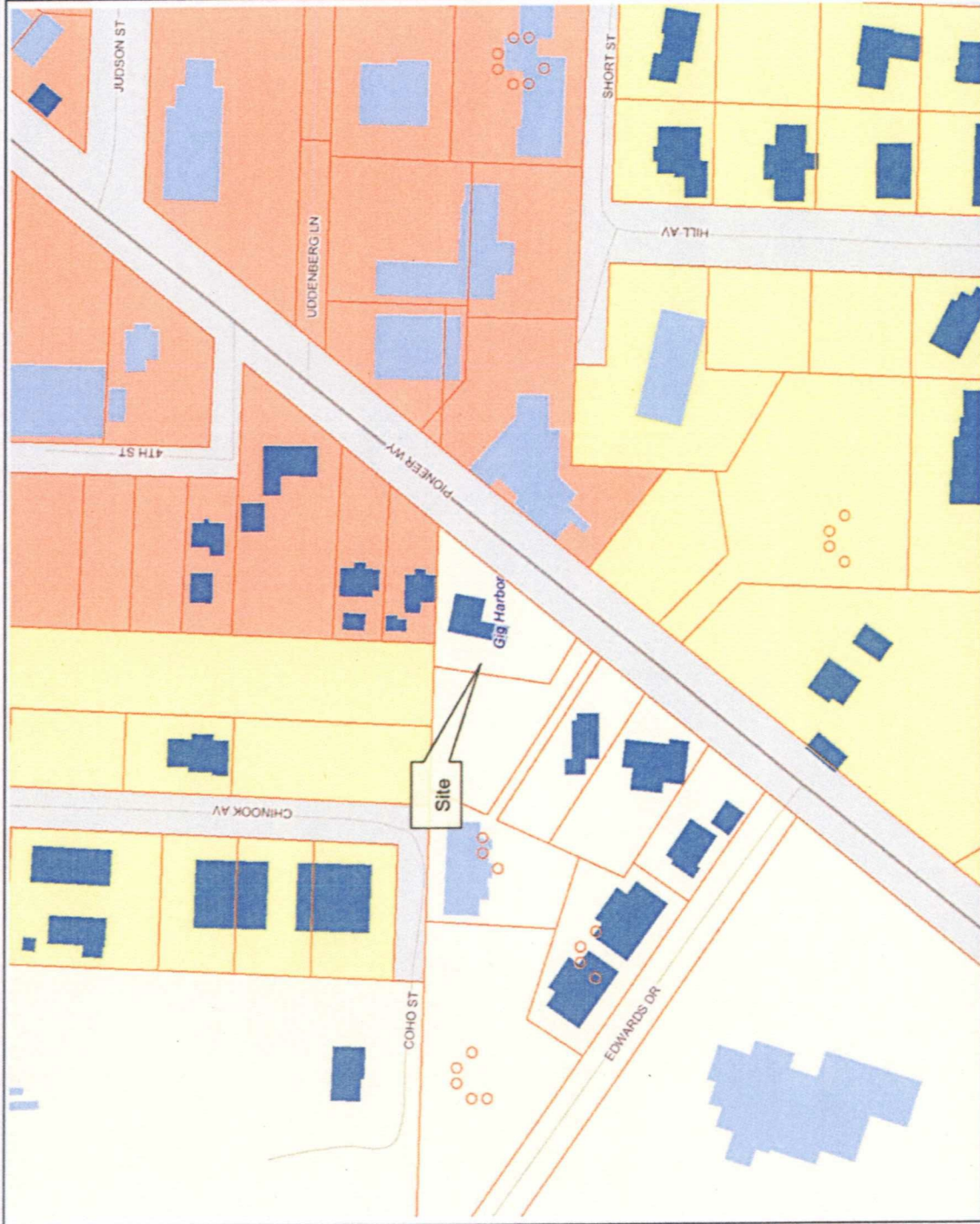


12:30 Sep 19, 2006



# Dahl Rezone

7516 Pioneer Way



## Map Legend

- Tax Parcels
- Roads
  - Interstate
  - Limited Access State Routes
  - Other State Routes
  - Ramps
  - Major Arterial
  - Collector
  - Local Access
  - Unknown
- Planimetrics-Building (poly) - GH
- Commercial
- Residential
- Zoning - Gig Harbor
  - R-1
  - R-2

Scale 1:1,798



Printed: 1/17/07 11:29 AM



The map features are approximate and are intended only to provide an indication of said feature. Additional areas that have not been mapped may be present. This is not a survey. The County assumes no liability for variations ascertained by actual survey. All data is expressly provided AS IS and WITH ALL FAULTS. The County makes no warranty of fitness for a particular purpose.



Business of the City Council
City of Gig Harbor, WA

Subject: Second Reading of Ordinance - To Exempt Net Sheds from the Maximum Gross Floor Area Requirements in the Waterfront Residential, Waterfront Millville and "Historic Net Sheds" is also Proposed

Proposed Council Action: Adopt Ordinance at this second reading

Dept. Origin: Community Development

Prepared by: Tom Dolan, Planning Director

For Agenda of: February 12, 2007

Exhibits: Ordinance, Planning Commission Minutes 10/19/06, 11/2/06, 12/7/06 & 12/18/06

Initial & Date

Concurred by Mayor:

Approved by City Administrator:

Approved as to form by City Atty:

Approved by Finance Director:

Approved by Department Head:

Handwritten initials and dates: CD 2/7/07, RDK 2/5/07, CAM 2/5/07, N/A, Jm 2/2/07

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

Attached for the Council's consideration is a draft ordinance relating to the definition of a "Historic Net Shed" together with provisions which would exempt historic net sheds from the maximum gross floor area requirements in the City's waterfront districts.

On September 25, 2006 the City Council requested that the Planning Commission review the provisions regulating net sheds and consider an amendment which would exempt nets sheds from the maximum gross floor area requirements in the City's waterfront districts.

The Planning Commission held work-study sessions to review the proposed draft text amendments at their October 12, November 2, and December 7, 2006 meetings. A public hearing on the proposed amendments was held on December 21, 2006.

POLICY CONSIDERATION

Zoning text amendments are addressed in Chapter 17.100 of the Gig Harbor Municipal Code. There are no criteria for approval of a zoning text amendment, but the Council should generally consider whether the proposed amendment furthers the public health, safety and welfare, and whether the proposed amendment is consistent with the Gig Harbor Municipal

Code, the Comprehensive Plan and the Growth Management Act (chapter 36.70A RCW). Zoning text amendments are considered a Type V legislative action (GHMC 19.01.003). Applicable land use policies and codes are as follows:

**A. Gig Harbor Municipal Code:**

Maximum Gross Floor Area in “WR” Waterfront Residential, “WM” Waterfront Millville and “WC” Waterfront Commercial Districts:

“WR” -- 4,000 square feet  
“WM” -- 3,500 square feet  
“WC” -- 6,000 square feet

Goal 3.10 of the Community Design Element of the City of Gig Harbor’s Comprehensive Plan states that the waterfront architecture should reflect components of the waterfront’s traditional fishing industry structures such as net sheds.

The City’s Master Shoreline Program recognizes the importance of preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet.

**Staff/Planning Commission Analysis:** Research conducted by the Community Development staff found that there are at least 17 structures within the City of Gig Harbor that were originally constructed as net sheds. Some of the net sheds have been converted to different uses or have been substantially remodeled.

It was indicated to the Planning Commission that the proposed text amendment was specifically requested by the City Council with the intent to preserve net sheds. The Planning Commission noted that many of the existing net sheds don’t actually store fishing nets or other fishing equipment.

Another item of discussion was whether to allow all waterfront properties to have the proposed exemption and to allow the exemption for new over water construction. The Commission decided to limit the exemption to structures that would meet the newly created definition of Historic Net Shed.

As part of the Commission’s review, a PowerPoint presentation was shown to the Commission. The presentation included photographs of each of the known net sheds together with information from the Pierce Count Assessor’s office concerning size of the structures and date of construction.

In that adopting the proposed gross square footage exemption was requested by the City Council to preserve the historic look of the waterfront, considerable discussion occurred as to how the historic nature of the net sheds could be preserved. The ordinance to be considered by the Commission requires that in order to be given the proposed exemption, net sheds would be required to receive an historic designation by the Design Review Board. This designation would require that the structures maintain the historic building appearance. If the structures were remodeled in a manner not in keeping with their historic designation, the exemption would be lost.

**ENVIRONMENTAL ANALYSIS**

The SEPA Responsible Official issued a Determination of Non-Significance (DNS) on December 6, 2006 for this non-project GMA action as per WAC 197-11-340(2). The appeal period ended on January 3, 2007 and no appeals were filed. The DNS is now final.

**FISCAL CONSIDERATION**

None

**BOARD OR COMMITTEE RECOMMENDATION**

The Planning Commission is recommending adoption of this Ordinance.

**RECOMMENDATION / MOTION**

**Move to:** Adopt Ordinance at this second reading.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, AMENDING THE MAXIMUM PERMITTED GROSS FLOOR AREA FOR PARCELS OF LAND WITHIN THE WATERFRONT RESIDENTIAL (WR), WATERFRONT MILLVILLE (WM) AND WATERFRONT COMMERCIAL (WC) BY EXEMPTING THE SQUARE FOOTAGE OF EXISTING HISTORIC NET SHEDS ON SAID PARCELS FROM THE GROSS FLOOR AREA ALLOWED; CLARIFYING THE PARKING REQUIREMENTS FOR HISTORIC NET SHEDS WITHIN THE WR, WM AND WC DISTRICTS; ADDING A DEFINITION FOR HISTORIC NET SHED; ADDING SECTION 17.04.615 AND AMENDING SECTIONS 17.46.040, 17.46.070, 17.48.040, 17.48.070, 17.50.040 AND 17.50.070 OF THE GIG HARBOR MUNICIPAL CODE.**

---

WHEREAS, Gig Harbor's connection to the fishing industry dates back to the first settlement of the area; and,

WHEREAS, net sheds have been a necessary part of the Gig Harbor fishing industry and were used to store, maintain and mend fishing nets and other related fishing equipment; and

WHEREAS, the Gig Harbor fishing industry has declined in recent years resulting in a substantial reduction of the number of fishing boats within the harbor and the number of net sheds has experienced a similar reduction; and

WHEREAS, except for the remaining fishing boats within the harbor, net sheds are the only surviving connection between the community and what was once one of the most successful fishing fleets on the west coast; and

WHEREAS, it has been determined that currently only 17 structures originally constructed as net sheds are still in existence within the existing City limits; and

WHEREAS, the 17 net sheds are specifically identified in Exhibit "A" attached herein; and

WHEREAS, the existing net sheds were generally constructed over 50 years ago and many retain their historic appearance; and

WHEREAS, several of said net sheds are still being used for the storage and repair of fishing nets and fishing equipment; and

WHEREAS, the City's Master Shoreline Program recognizes the importance of preserving the physical, aesthetic and social components which comprise the fishing industry and its fleet; and

WHEREAS, Goal 3.10 of the Community Design Element of the City of Gig Harbor's Comprehensive Plan states that the waterfront architecture should reflect components of the waterfront's traditional fishing industry structures such as net sheds; and

WHEREAS, the maximum square footage limitations on parcels of land within the Waterfront Residential (WR), Waterfront Millville (WM) and Waterfront Commercial (WC) Districts may serve as a disincentive for property owners to maintain existing net sheds on their property; and

WHEREAS, the Gig Harbor Municipal Code currently does not define historic net sheds; and

WHEREAS, the City's SEPA Responsible Official issued a Determination of Nonsignificance (DNS) for the proposed amendments on December 6, 2006 pursuant to WAC 197-11-350, which was not appealed; and

WHEREAS, the City Community Development Director forwarded a copy of this Ordinance to the Washington State Department of Community, Trade and Economic Development on November 17, 2006 pursuant to RCW 36.70A.106; and

WHEREAS, the City Planning Commission held a public hearing on this Ordinance on December 21, 2006 and made a recommendation of approval to the City Council; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading and public hearing on January 22, 2007; and

WHEREAS, the Gig Harbor City Council voted to approve this Ordinance during the second reading on February 12, 2007; and

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

Section 1. A new Section 17.04.615 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

**Net shed, historic.**

"Historic net shed" means an existing building constructed over or near the water for the purpose of storing, mending and maintaining fishing nets and other

fishing gear. Said buildings were generally constructed over 50 years ago. In order to qualify for any exemption from gross floor area in Title 17, a Historic Net Shed must be included and maintained on the City's Register of Historical Properties, pursuant to Chapter 17.97 GHMC.

Section 2. Section 17.46.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.46.040 Development standards.**

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-Family Dwelling	Duplex Dwelling	Non-residential Dwelling
A. Minimum lot area (sq. ft.) <sup>1</sup>	7,000	14,000	12,000
B. Minimum lot width	70'	50'	50'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	40%	45%	50%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached <sup>4</sup>	4,000 square feet per lot	4,000 square feet per lot	4,000 square feet per lot

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WR district.

<sup>3</sup>Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned residential district.

<sup>4</sup>Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements above.

Section 3. Section 17.46.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.46.070 Parking and loading facilities.**

In a waterfront residential district, parking and loading facilities on private property shall be provided in ~~connection with any permitted or conditional use as specified in accordance with the requirements of~~ Chapter 17.72 GHMC.

Although Historic Net Sheds are excluded from the maximum gross floor area requirements in GHMC 17.46.040, this exclusion shall not affect the calculation of the parking requirements.



Section 4. Section 17.48.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.040 Development standards.**

A minimum lot area for new subdivisions is not specified. The minimum development standards are as follows:

	Single-Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density <sup>3</sup>	4 dwelling units per acre		
I. Maximum gross floor area including garages, attached and detached <sup>4</sup>	3,500 square feet per lot	3,500 square feet per lot	3,500 square feet per lot
J. Separation between structures	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WM district.

<sup>3</sup>Density bonus of up to 30 percent may be granted subject to the requirements of Chapter 17.89 GHMC, Planned Residential Development Zone (PRD).

<sup>4</sup>Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements above.

Section 5. Section 17.48.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.48.070 Parking and loading facilities.**

Parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC, except that where there are properties serving multiple uses, parking shall be provided for the combined total of individual uses. Although Historic Net Sheds are excluded from the maximum gross floor area requirements in GHMC 17.48.040, this exclusion shall not affect the calculation of the parking requirements.



Section 6. Section 17.50.040 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.50.040 Development standards.**

In a waterfront commercial district, the minimum development requirements are as follows:

	Single- Family Dwelling	Attached Up to 4 Units	Nonresidential
A. Minimum lot area (sq. ft.) <sup>1</sup>	6,000	6,000/unit	15,000
B. Minimum lot width	50'	100'	100'
C. Minimum front yard <sup>2</sup>			
D. Minimum side yard <sup>2</sup>			
E. Minimum rear yard <sup>2</sup>			
F. Minimum yard abutting tidelands	0'	0'	0'
G. Maximum site impervious coverage	50%	55%	70%
H. Density	4 dwelling units per acre		
I. Maximum footprint/ gross floor area <sup>4</sup>	3,000 square feet max. gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure	3,000 square feet max. footprint/ 6,000 square feet gross floor area per structure
J. Separation between structures <sup>3</sup>	20'	20'	20'

<sup>1</sup>An undersized lot or parcel shall qualify as a building site if such lot is a lot of record at the time this chapter became effective.

<sup>2</sup>The setbacks of GHMC 17.99.310 and 17.99.320 are applicable in the WC district.

<sup>3</sup>Separation between structures is not required upon lots or parcels within the Finholm Market portion of the WC district which contain multiple structures and/or which abut the DB (downtown business) district.

<sup>4</sup>Historic net sheds as defined in 17.04.615 shall be excluded from the maximum gross floor area requirements.

Section 7. Section 17.50.070 of the Gig Harbor Municipal Code is hereby amended, to read as follows:

**17.50.070 Parking and loading facilities.**

In a waterfront commercial district, parking and loading facilities on private property shall be provided in accordance with the requirements of Chapter 17.72 GHMC. Although Historic Net Sheds are excluded from the maximum gross floor area requirements in GHMC 17.50.040, this exclusion shall not affect the calculation of the parking requirements.

Section 5. Severability. If any section, sentence, clause or phrase of this Ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, clause or phrase of this Ordinance.

Section 6. Effective Date. This Ordinance shall take effect and be in full force five (5) days after passage and publication of an approved summary consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this 12th day of February, 2006.

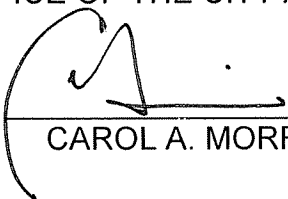
CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

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

A 2006 INVENTORY OF  
Historic Net Shed Sites  
in Gig Harbor



Exhibit 'A'

## 17 Historic Gig Harbor Net Shed / Dock Sites

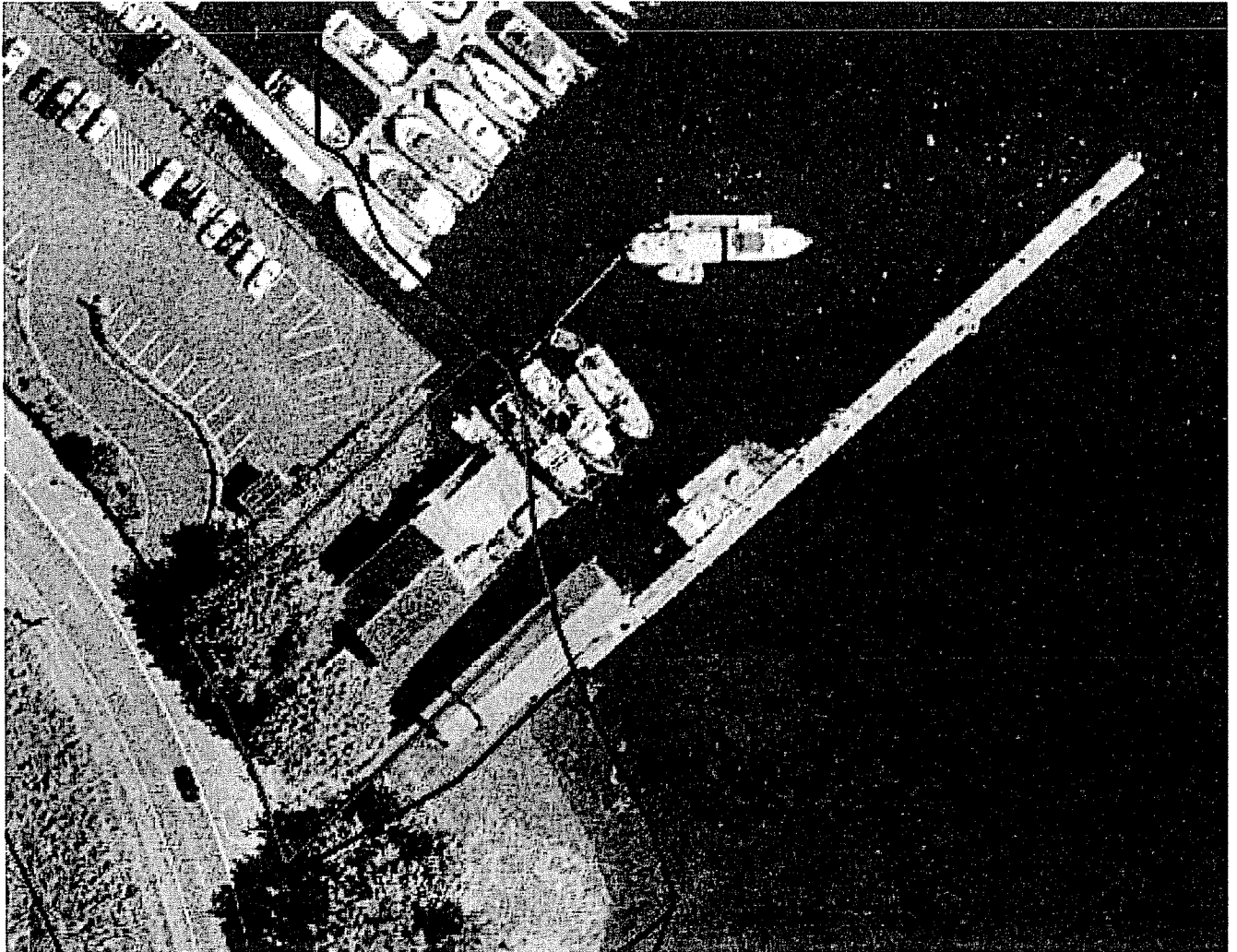
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1. Blair / Moeller (Gilich)
2. Lovrovich
3. Bujacich
4. Ivanovich
5. Ancich / Tarabochia
6. Rainier Yacht (Ancich)
7. Millville Marina (Condos)
8. Puratich
9. Ellsworth (Stanich)
10. Arabella / Clubhouse
11. Arabella / Isamira's
12. Whittier (Ross)
13. Skansie Park
14. Rickard (Babich)
15. Babich
16. Morris (Skansie)
17. Tarabochia

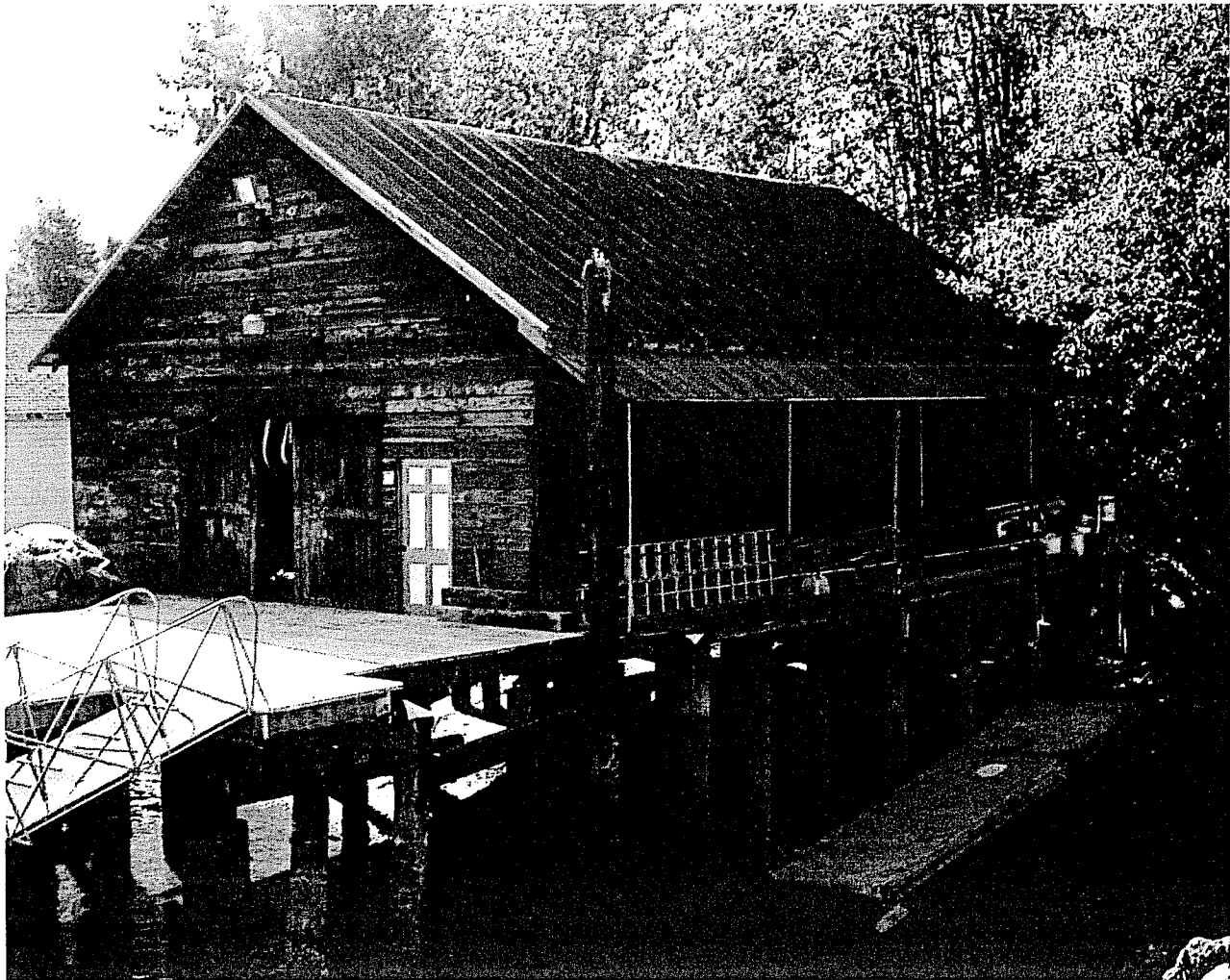
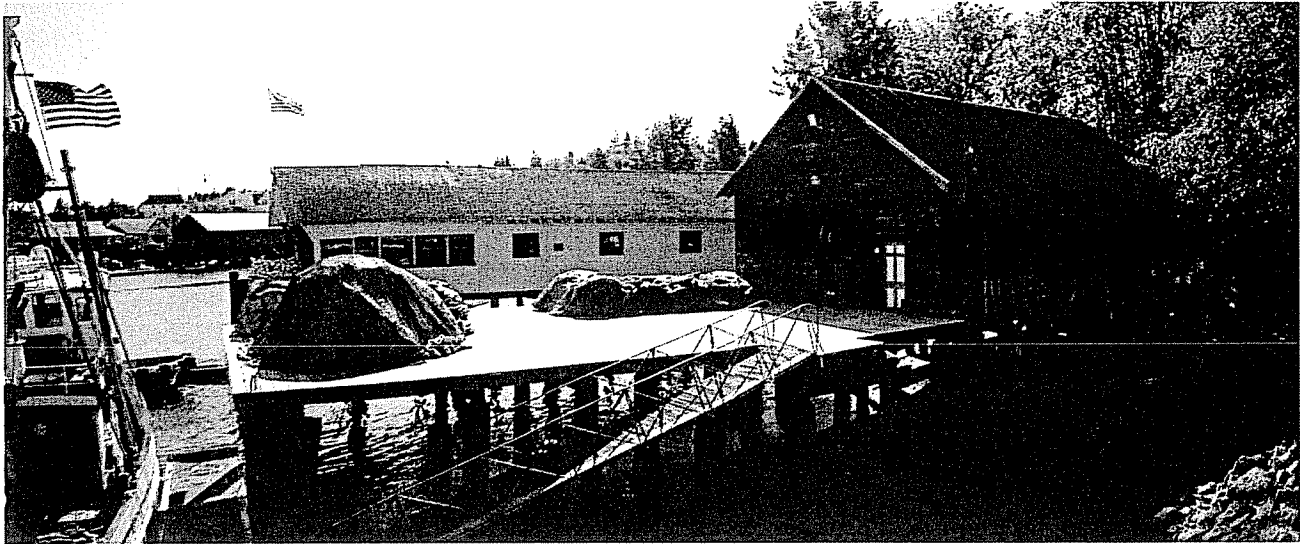
\*\*\* Pierce County Assessor records of Net Shed *size* and *date built* are unreliable.  
GIS mapping of roofline square footages (estimates only) & built dates have been added in blue.

# Blair-Moller

## NETSHED

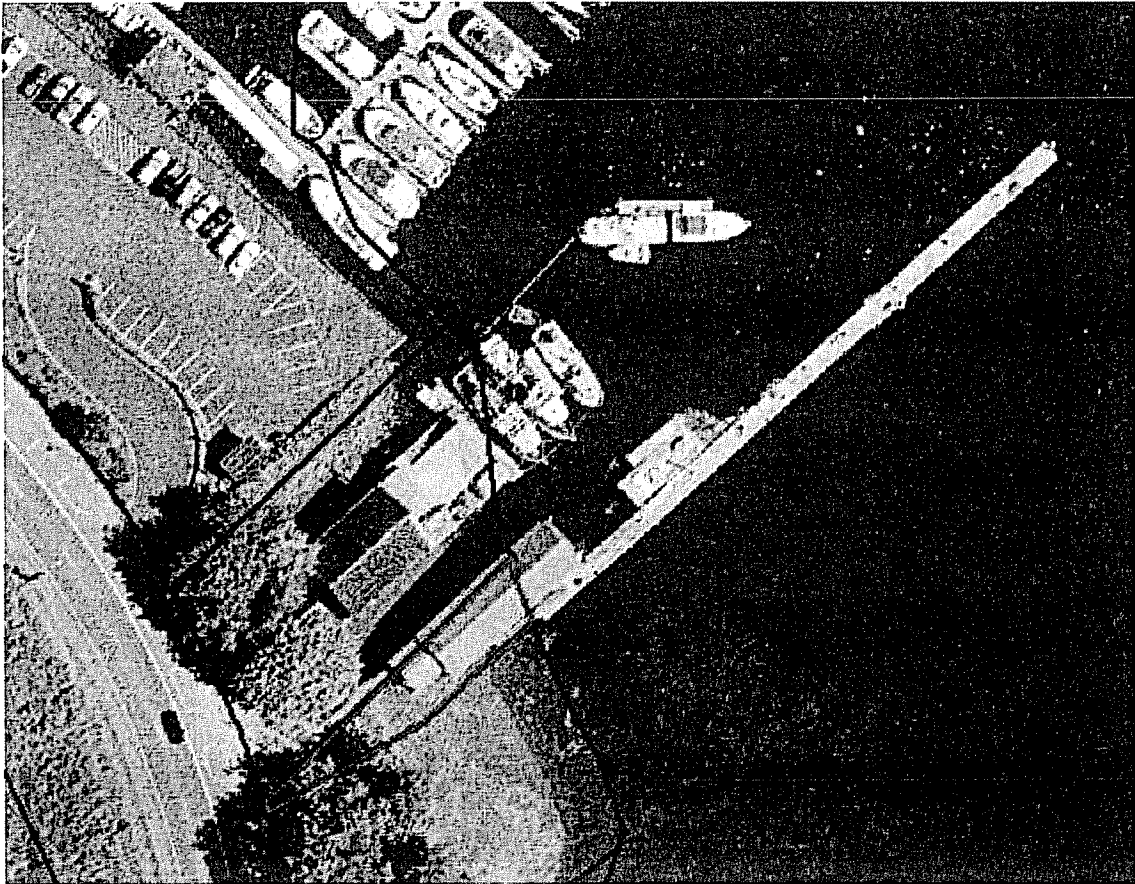


LOCATION	3802 Harborview
PARCEL	#0221053054
SIZE	1,350 sq.ft / GIS ROOFLINE MEASUREMENT - 1,350 sq.ft
YEAR BUILT	1930
CURRENT USE	WORKING NETSHED
BY	Tony Gilich
	Sold to Moller / Blair in the late 1990's



# Lovrovich

## NETSHED



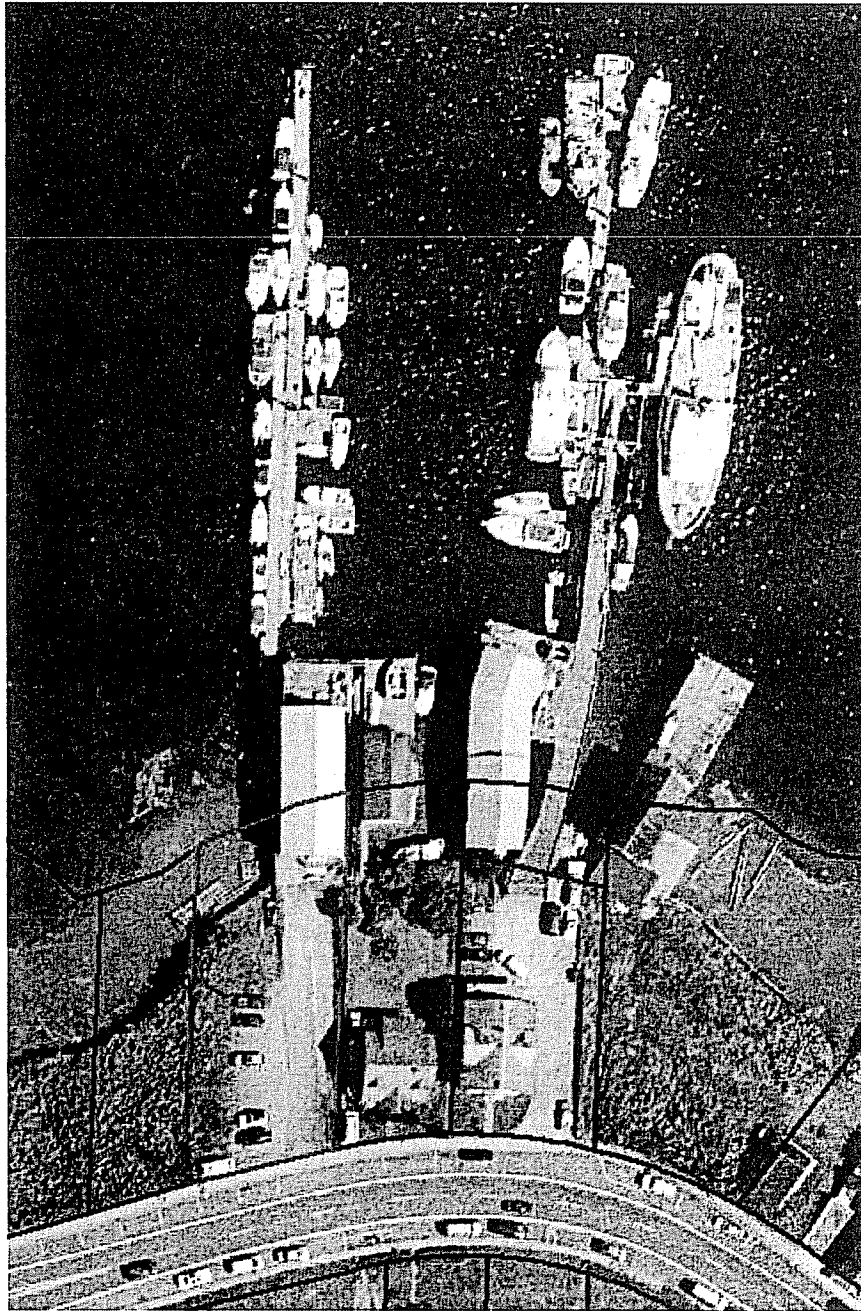
LOCATION 3811 Harborview  
PARCEL #0221053091  
SIZE 1,696 sq.ft / GIS ROOFLINE MEASUREMENT - 1,800 + 200 sq.ft entry  
YEAR BUILT 1952  
CURRENT USE WORKING NETSHED  
BY Martin Morin Sr  
Sold to Lovrovich Family early 2000's



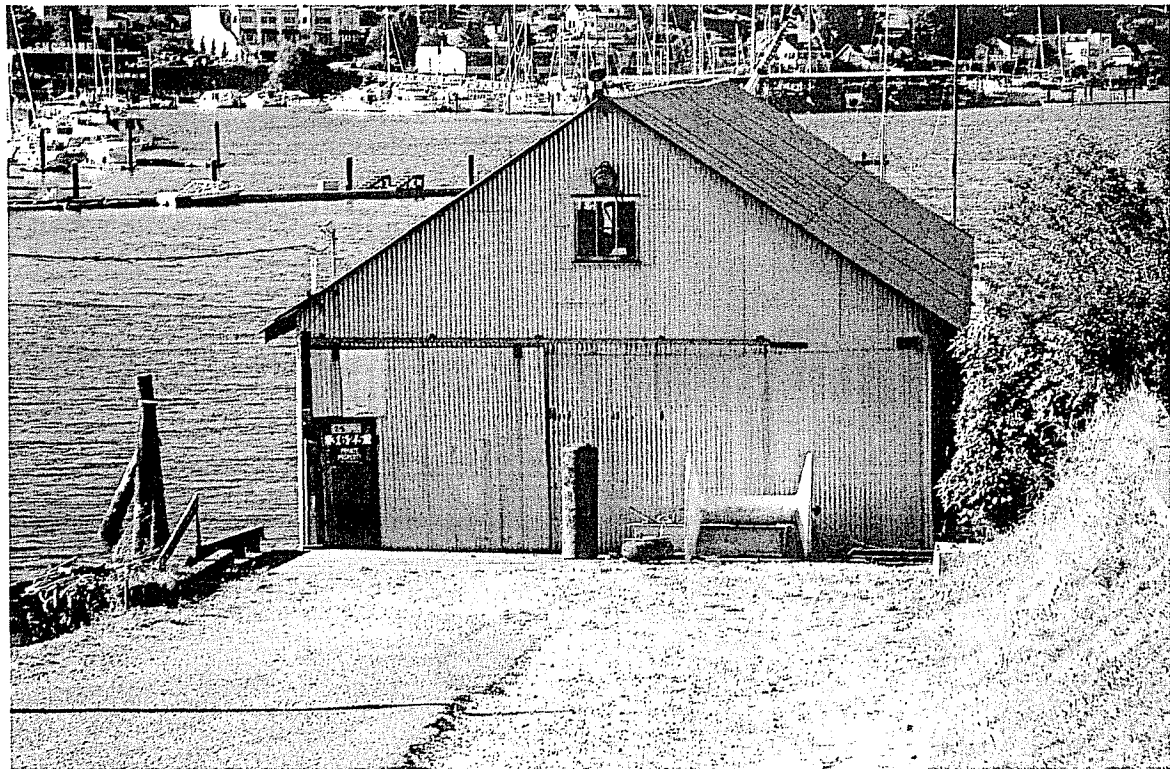
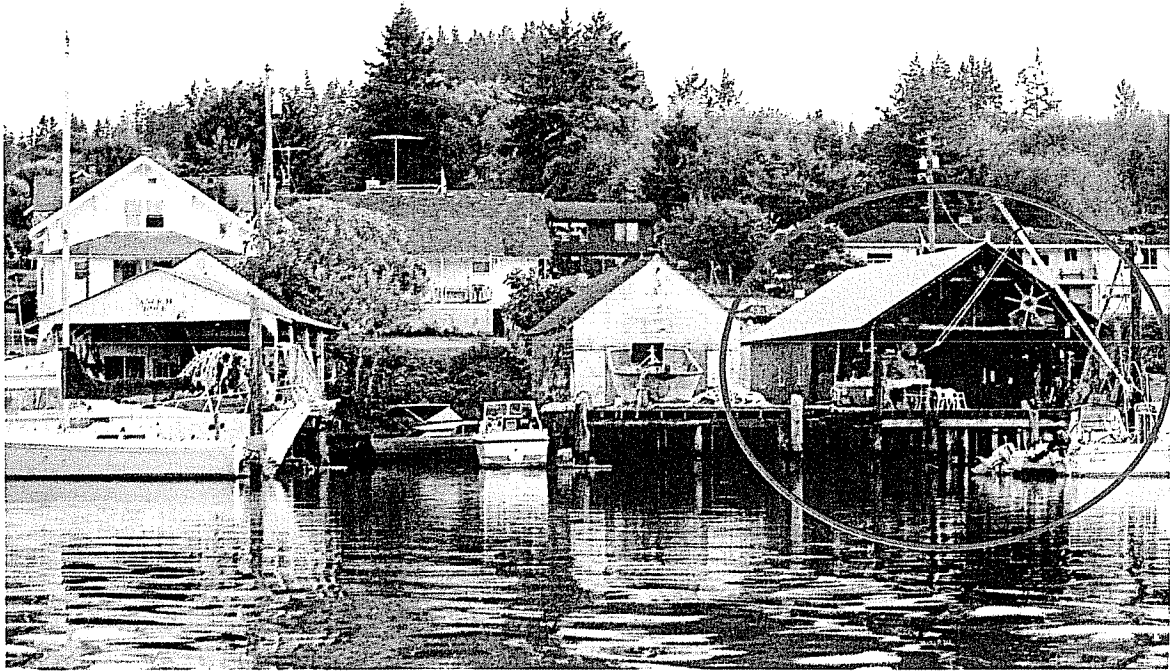


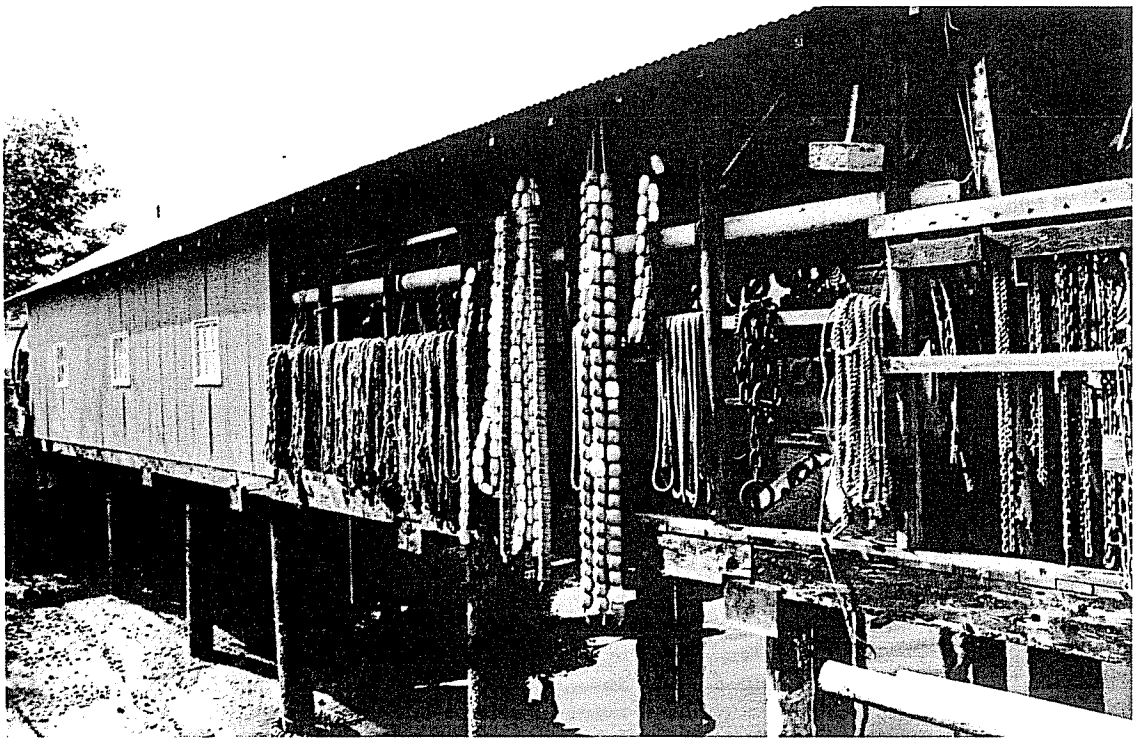
# Bujacich

## NETSHED



LOCATION	3625 Harborview
PARCEL	#0221053071
SIZE	1,612 sq.ft / GIS ROOFLINE MEASUREMENT - 1,985 sq.ft
YEAR BUILT	1950
CURRENT USE	<b>NETSHED &amp; STORAGE</b>
BY	Jack Bujacich Sr.

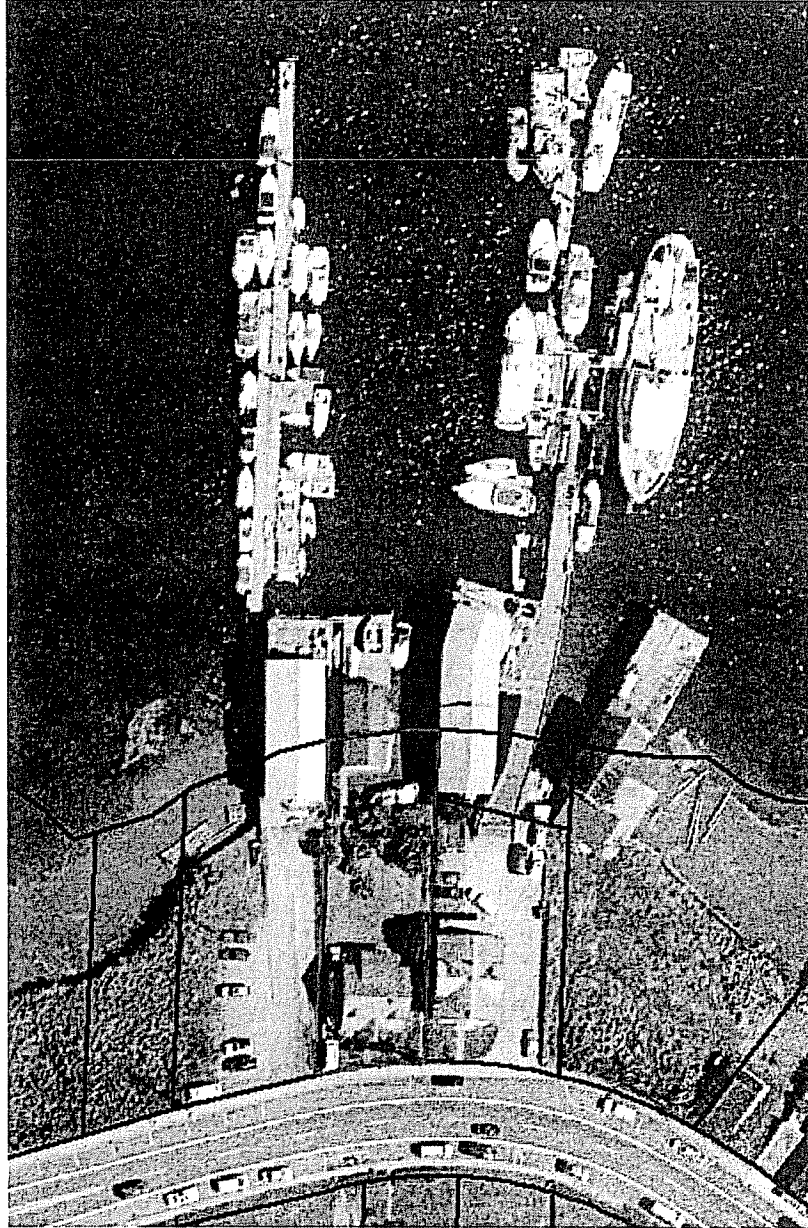




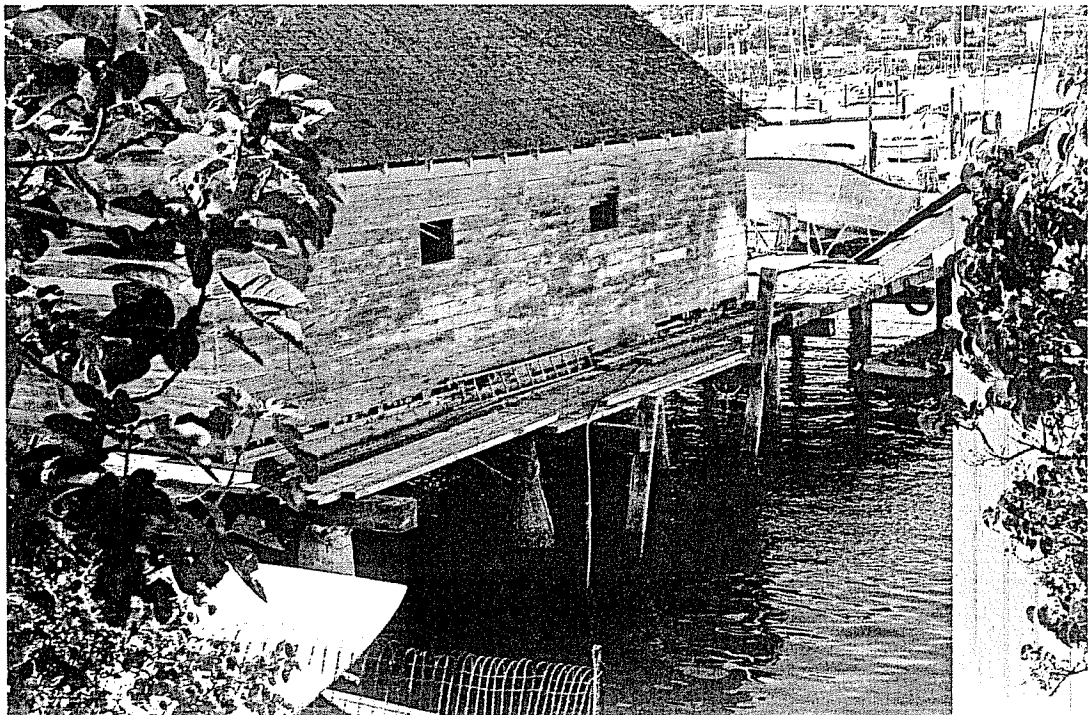


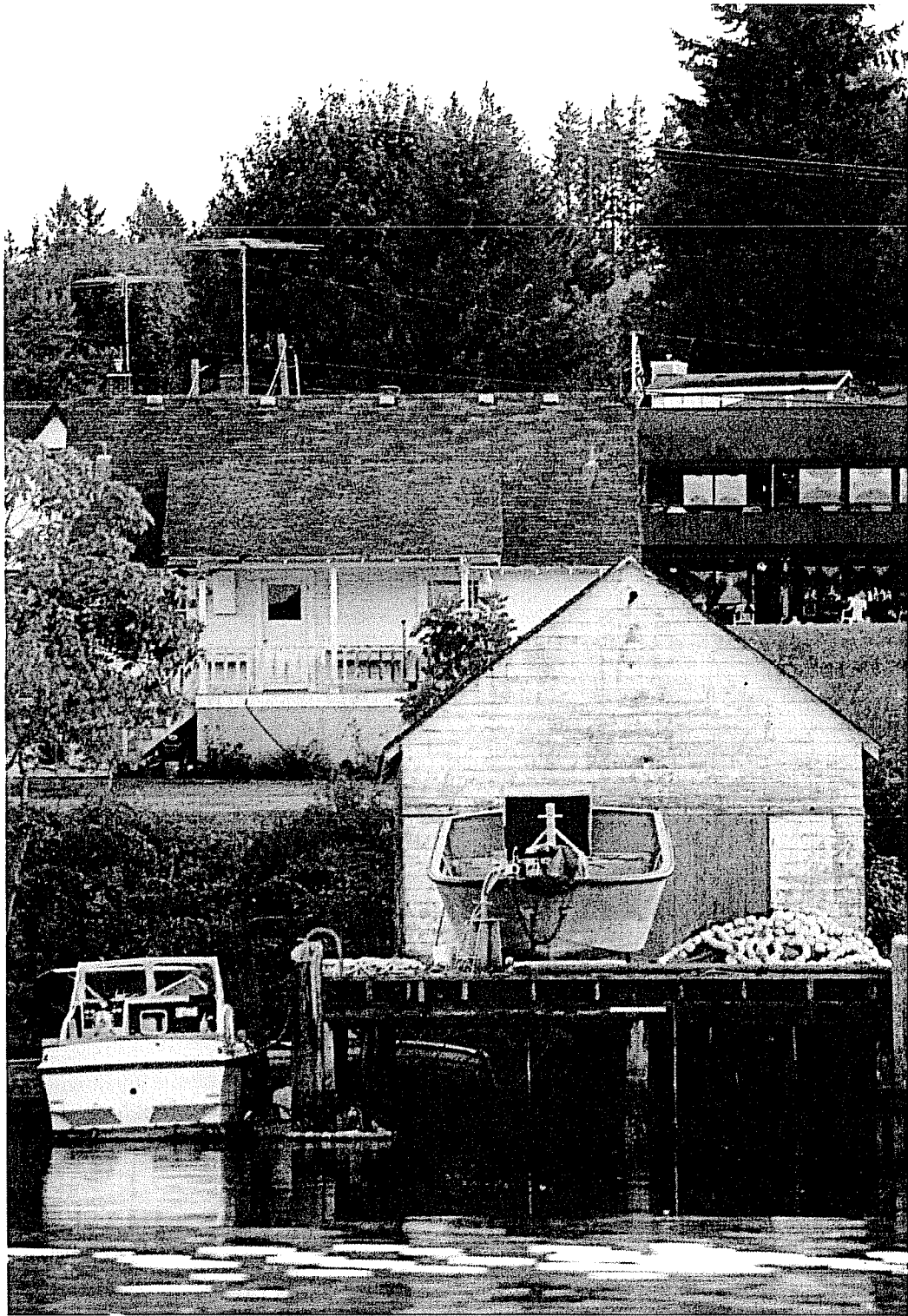
# Ivanovich - Sareault

## NETSHED



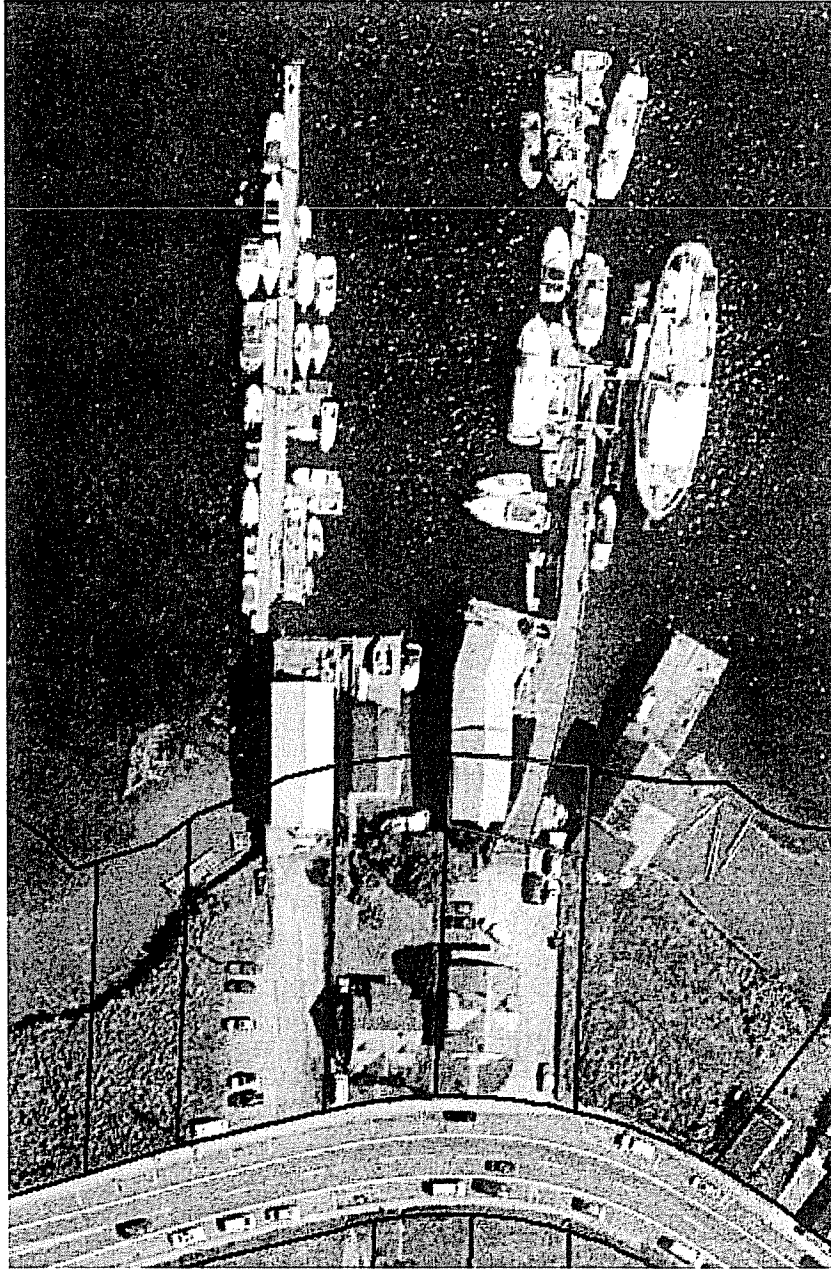
LOCATION	3617 Harborview
PARCEL	#0221053042
SIZE	840 sq.ft / GIS ROOFLINE MEASUREMENT - 800 sq.ft
YEAR BUILT	1927
CURRENT USE	WORKING NETSHED & STORAGE
BY	Mato Ivanovich (builder: Zulavich)





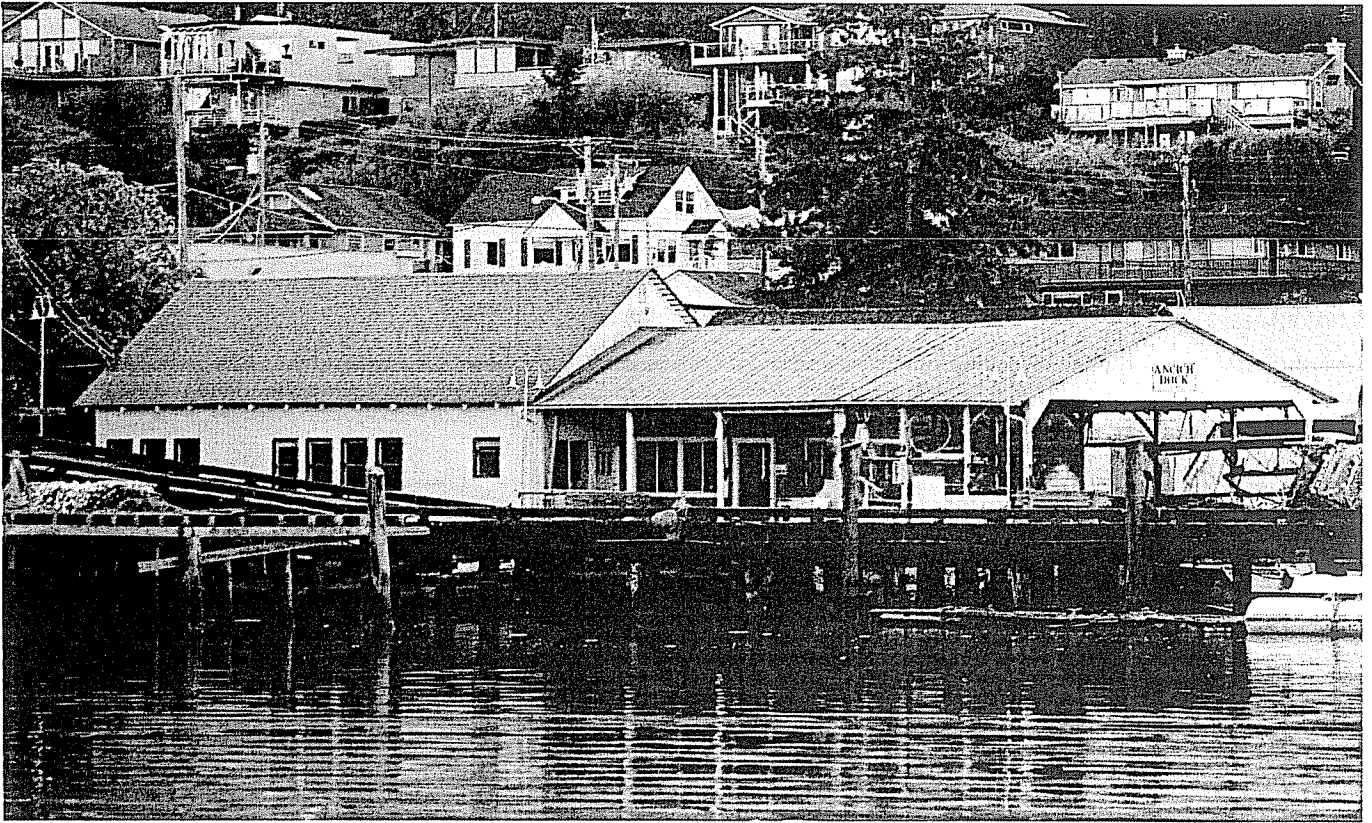
# Ancich - Tarabochia

## NETSHED

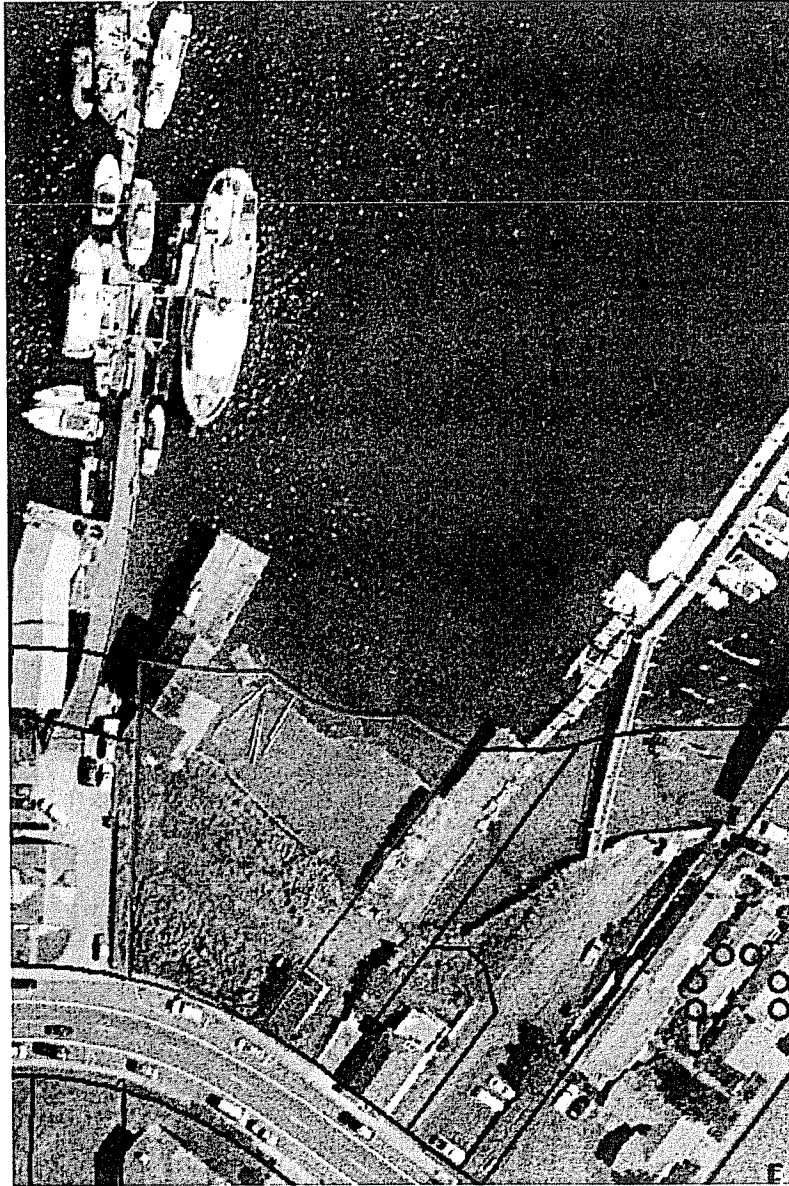


LOCATION	3615 Harborview
PARCEL	#0221053114
SIZE	1,296 sq.ft / GIS ROOFLINE MEASUREMENT - 1190 sq.ft + 1,300 covered
YEAR BUILT	1955 (pre-1924)
CURRENT USE	WORKING NETSHED & OFFICE
BY	Martin & Anna Ancich (builder: Zulavich)





# (Ancich) – Rainier Yacht NETSHED

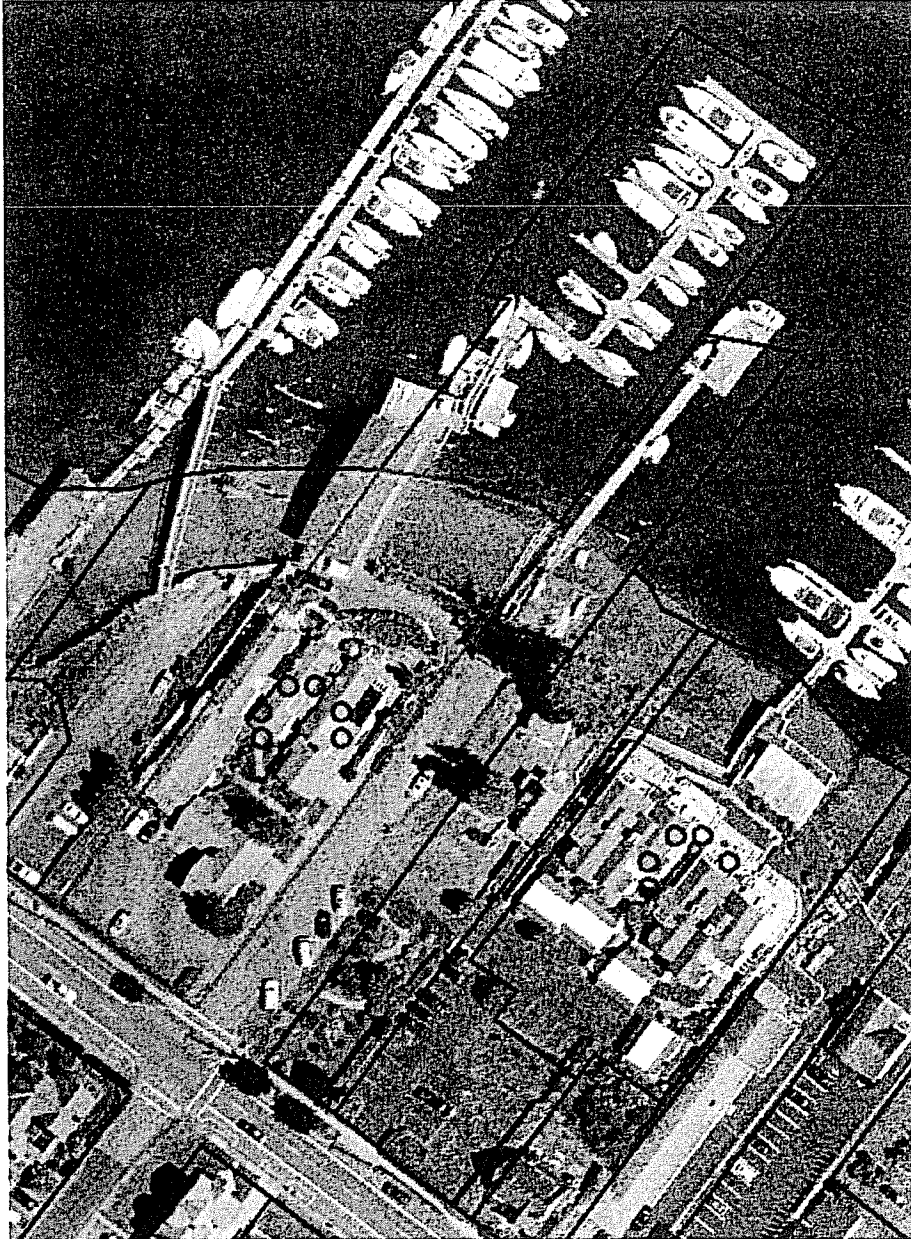


LOCATION	3618 Harborview
PARCEL	#5970000250
SIZE	1,560 sq.ft / GIS ROOFLINE MEASUREMENT - 1100 sq.ft
YEAR BUILT	1954 (1920's)
CURRENT USE	NOT IN USE
BY	Peter Ancich Sr. (house & original netshed burned) Sold to Burton / Steel in 2005



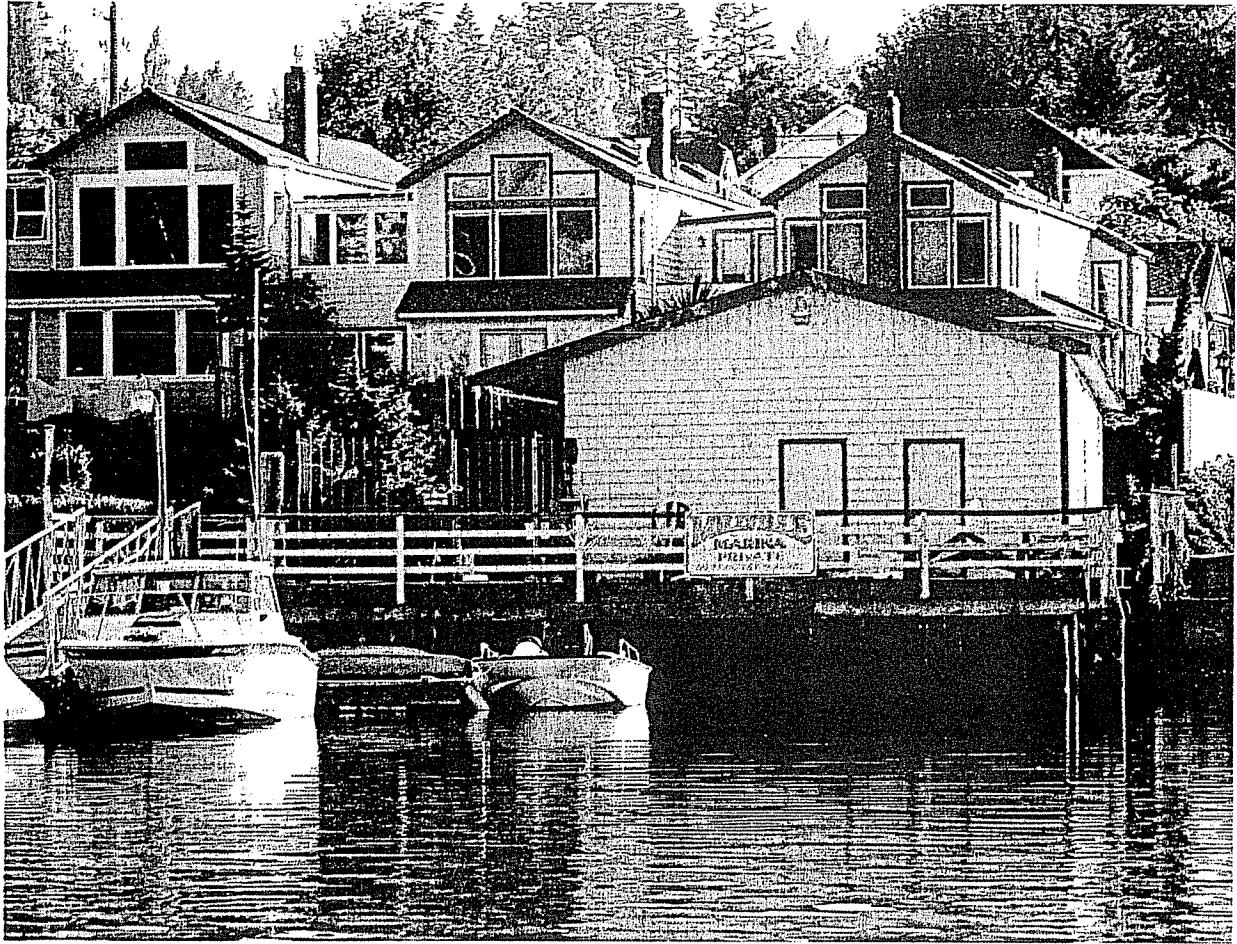
# Millville Marina

## NETSHED



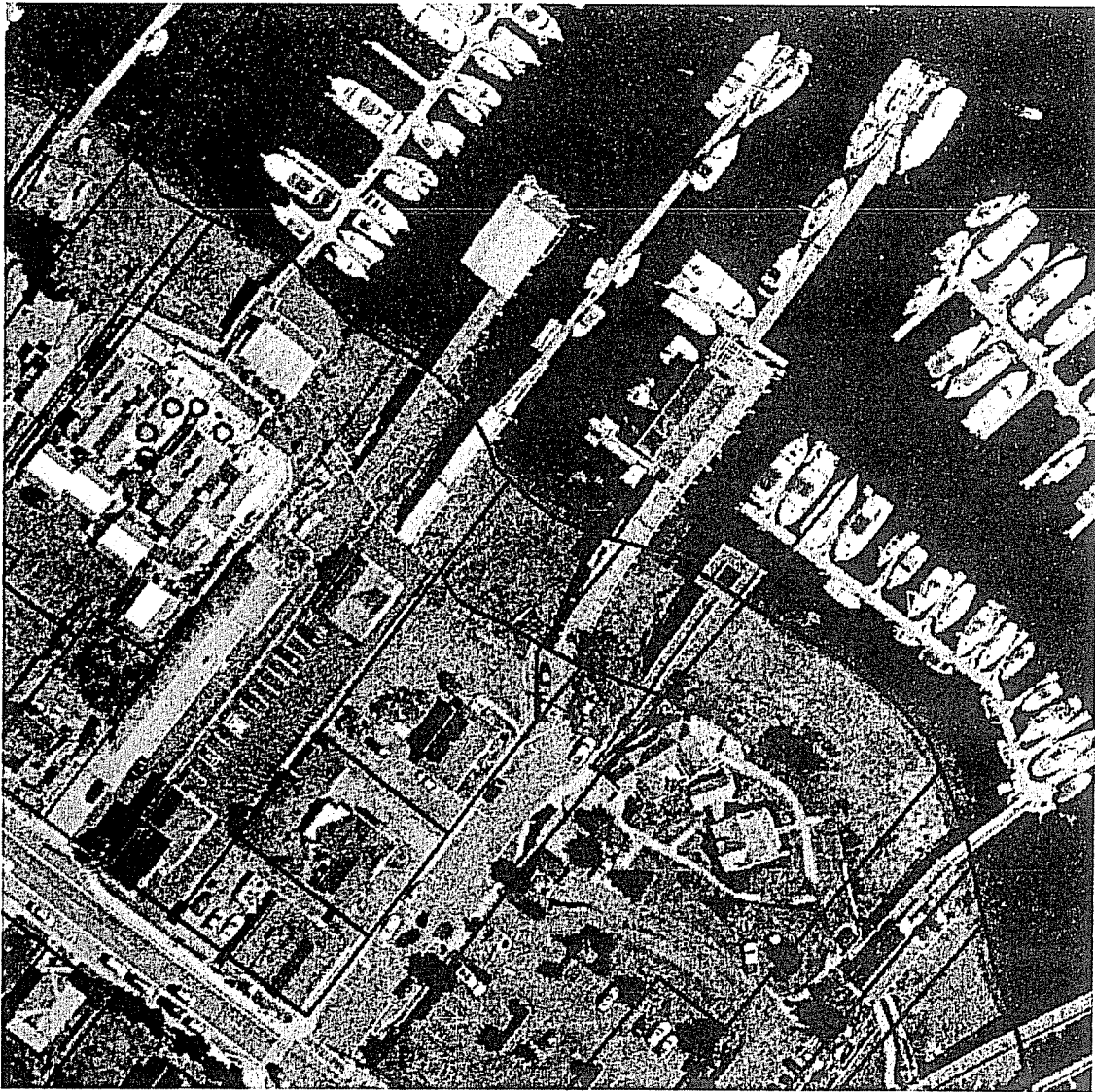
LOCATION	8200 Novak Street
PARCEL	#5973000191
SIZE	(not listed - Condos) sq.ft / GIS ROOFLINE MEASUREMENT - 2420 sq.ft
YEAR BUILT	(not listed)(1950's netshed added to dock)
CURRENT USE	PRIVATE LOCKERS
BY	Nick & Mike Castelan and John Jerkovich Sr. Sold to Ron Ray Now owned by Gary Glein





# Puratich

## NETSHED

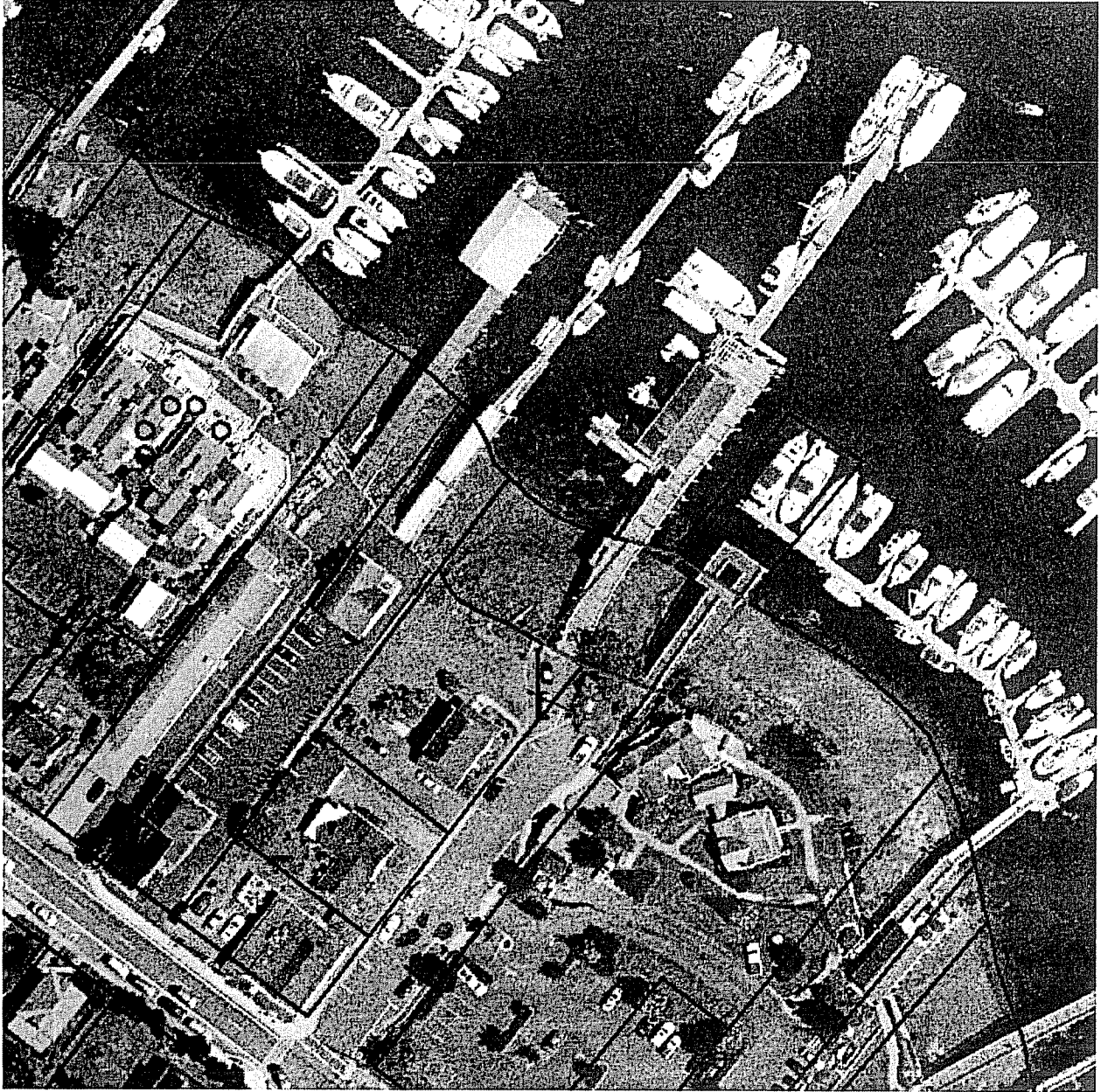


LOCATION	3421 Harborview
PARCEL	#5970000131
SIZE	1,056 sq.ft / GIS ROOFLINE MEASUREMENT - 1700 sq.ft
YEAR BUILT	1985 (1950's netshed added)
CURRENT USE	NETSHED STORAGE & OFFICE
BY	Paul Puratich (3,024 Netshed built on uplands in 1985)



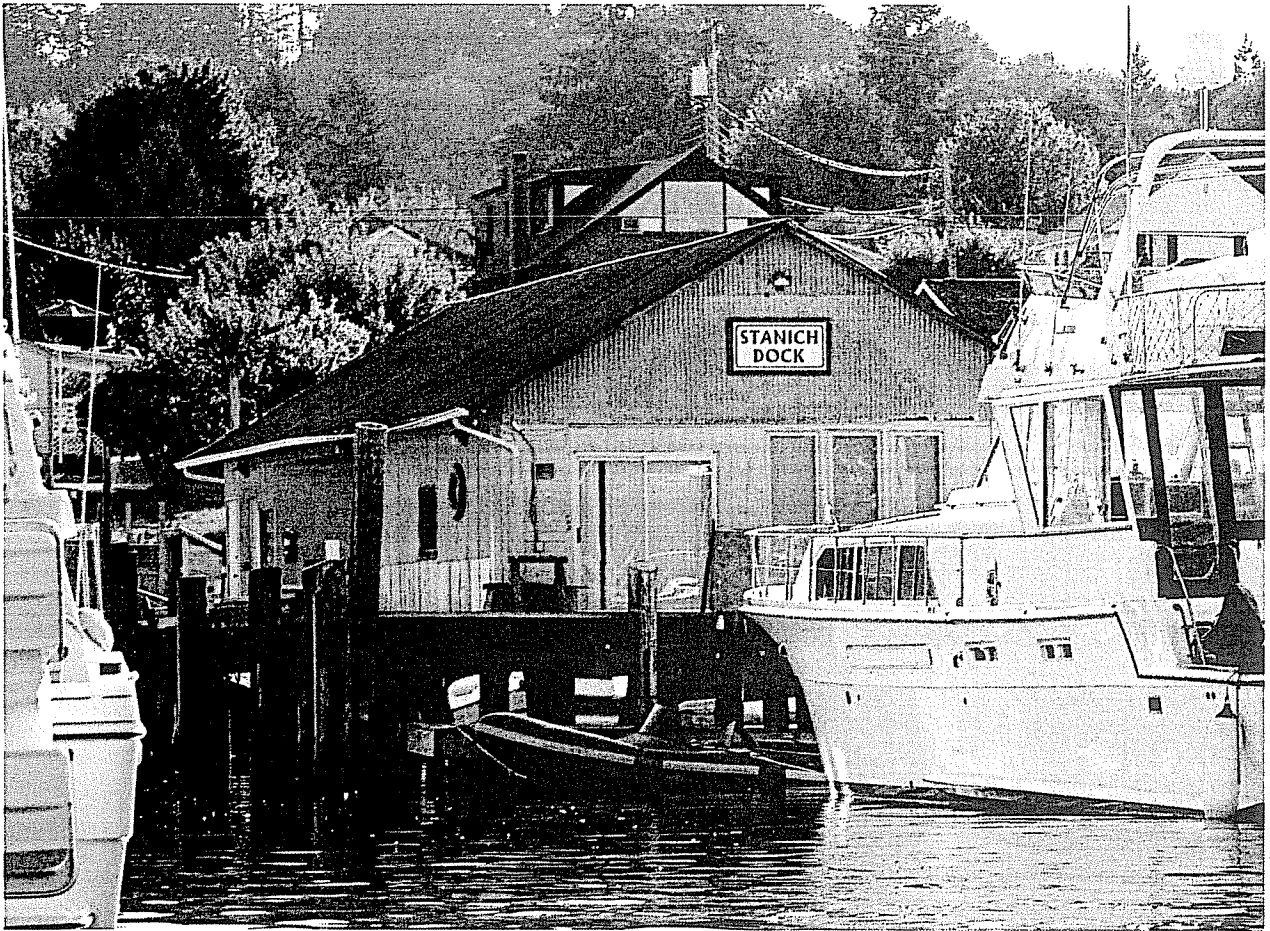
# Stanich - Ellsworth

## NETSHED



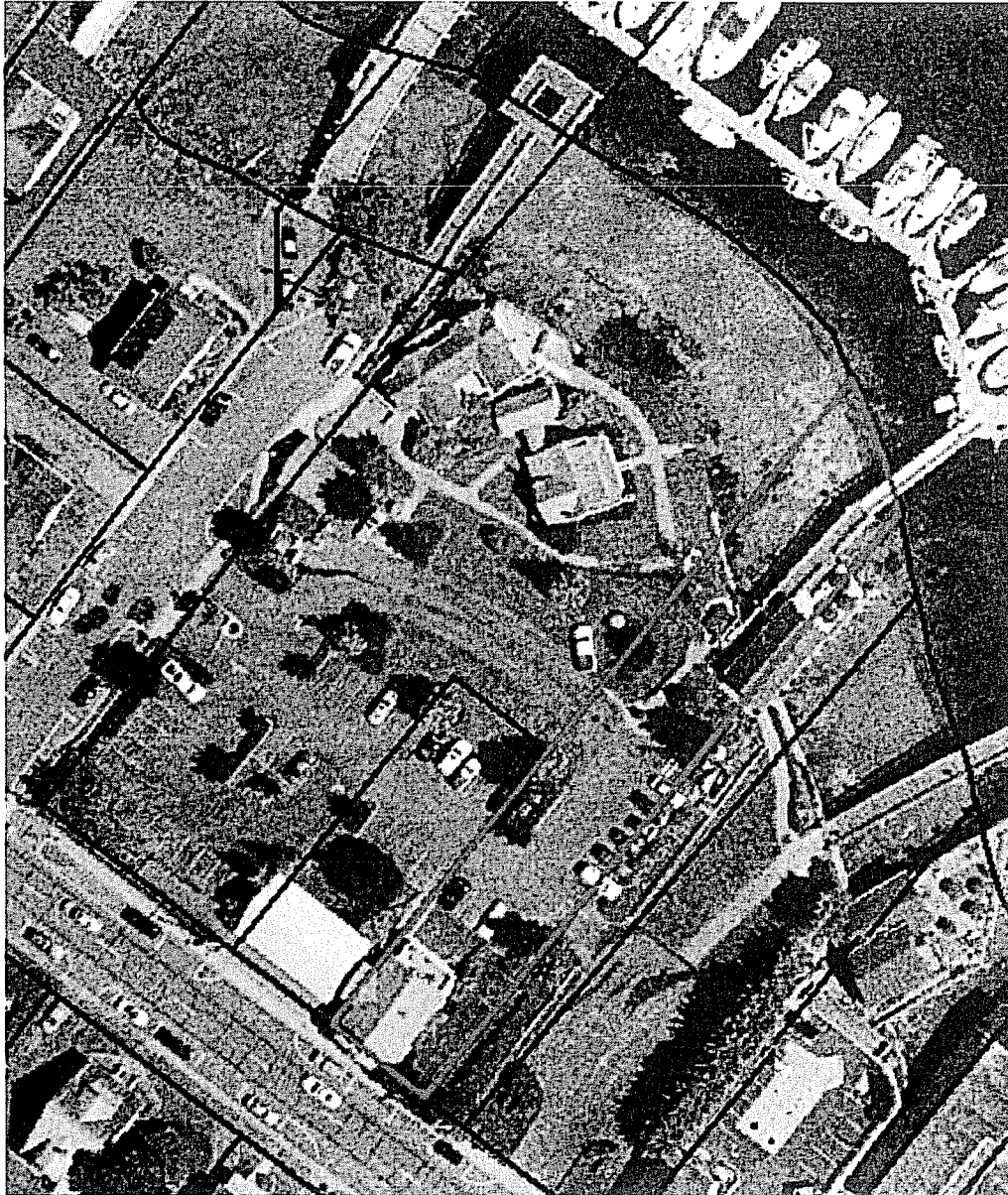
LOCATION	8205 Dorotich
PARCEL	#5970000101
SIZE	1,440 sq.ft / GIS ROOFLINE MEASUREMENT - 1600 sq.ft
YEAR BUILT	1980 (1930's)
CURRENT USE	OFFICE
BY	Johnny Stanich



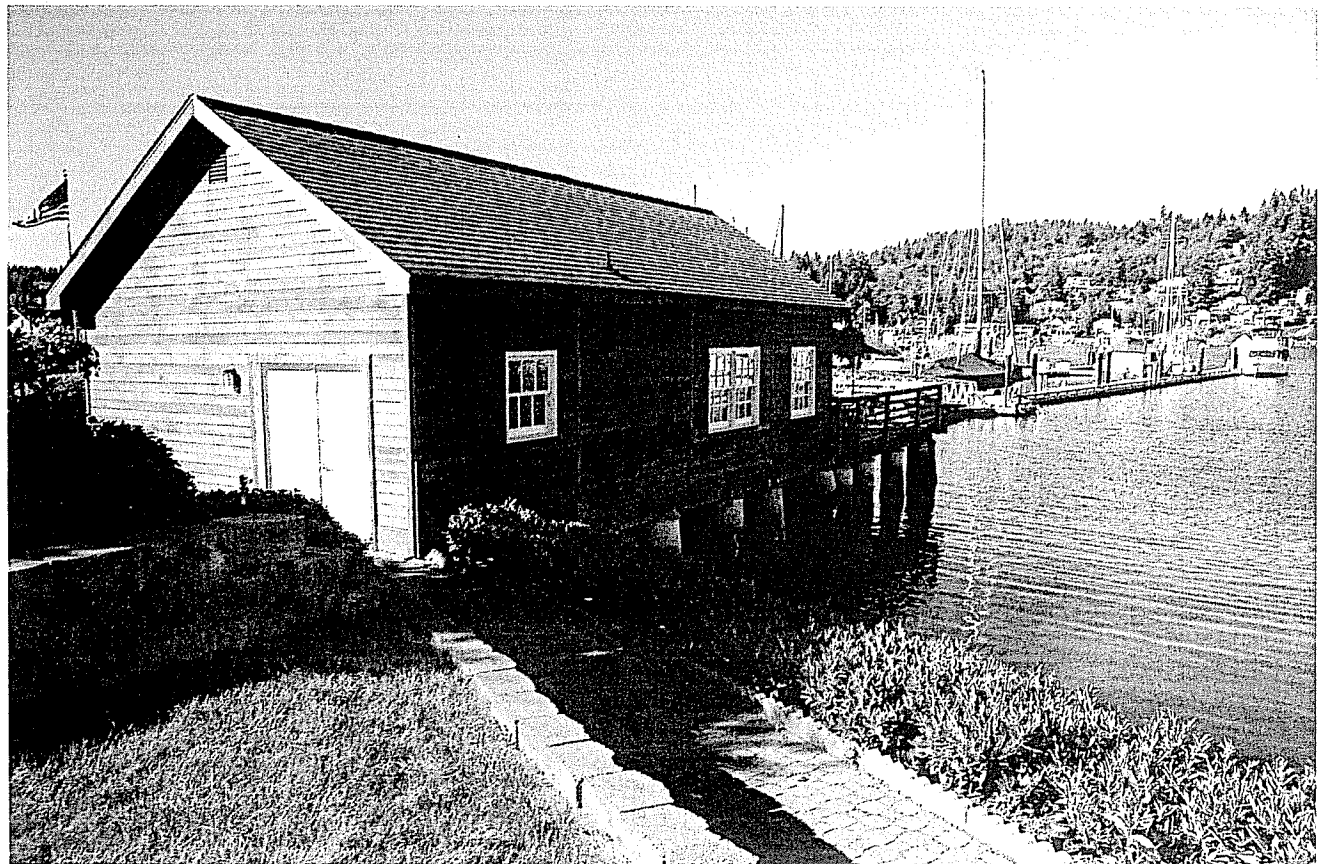


# Arabella's Clubhouse

## NETSHED



LOCATION	3802 Harborview
PARCEL	#5970000050
SIZE	(no listing) / GIS ROOFLINE MEASUREMENT - 800 sq.ft
YEAR BUILT	1993 (1930's burned – rebuilt 1950's)
CURRENT USE	MARINA CLUBHOUSE
BY	Built by Andrew & Antone Gilich Burned in the 1940's 1985 Remodel by Stan Stearns



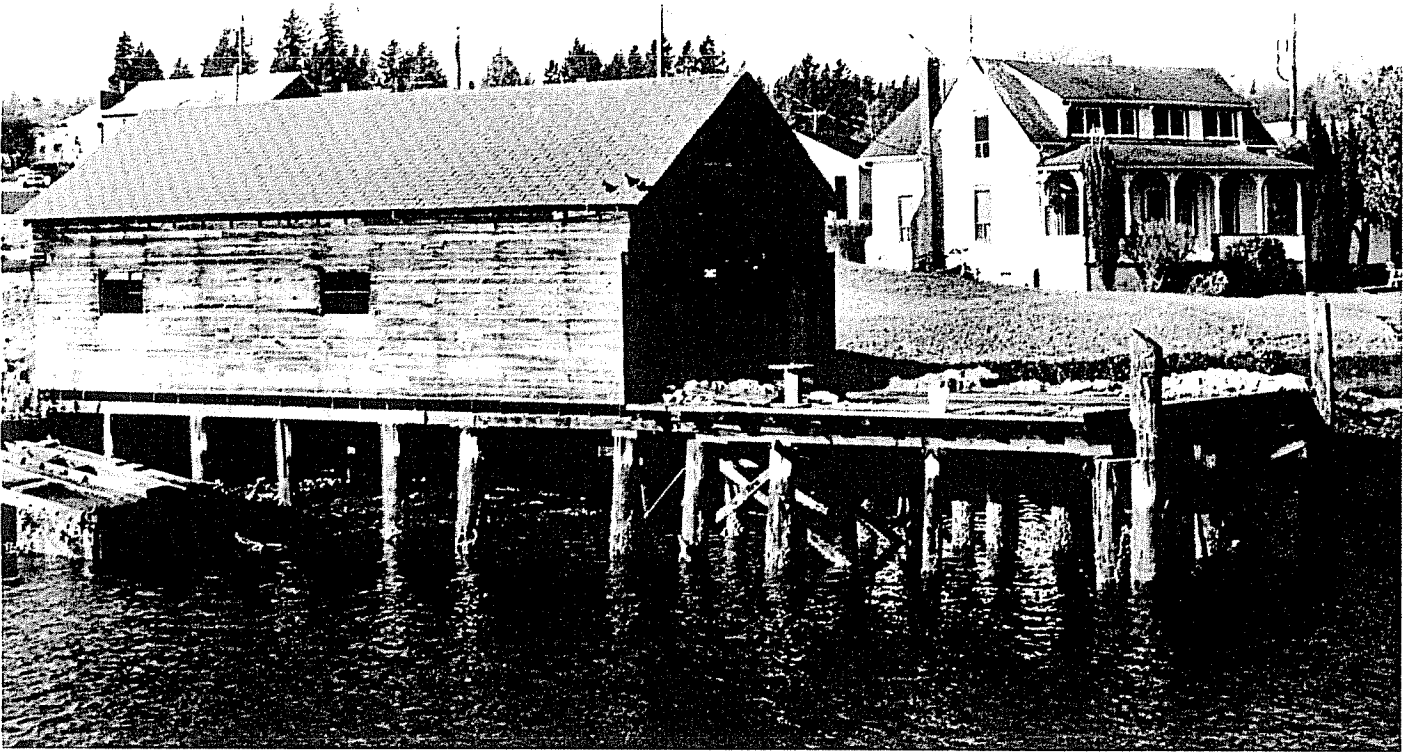
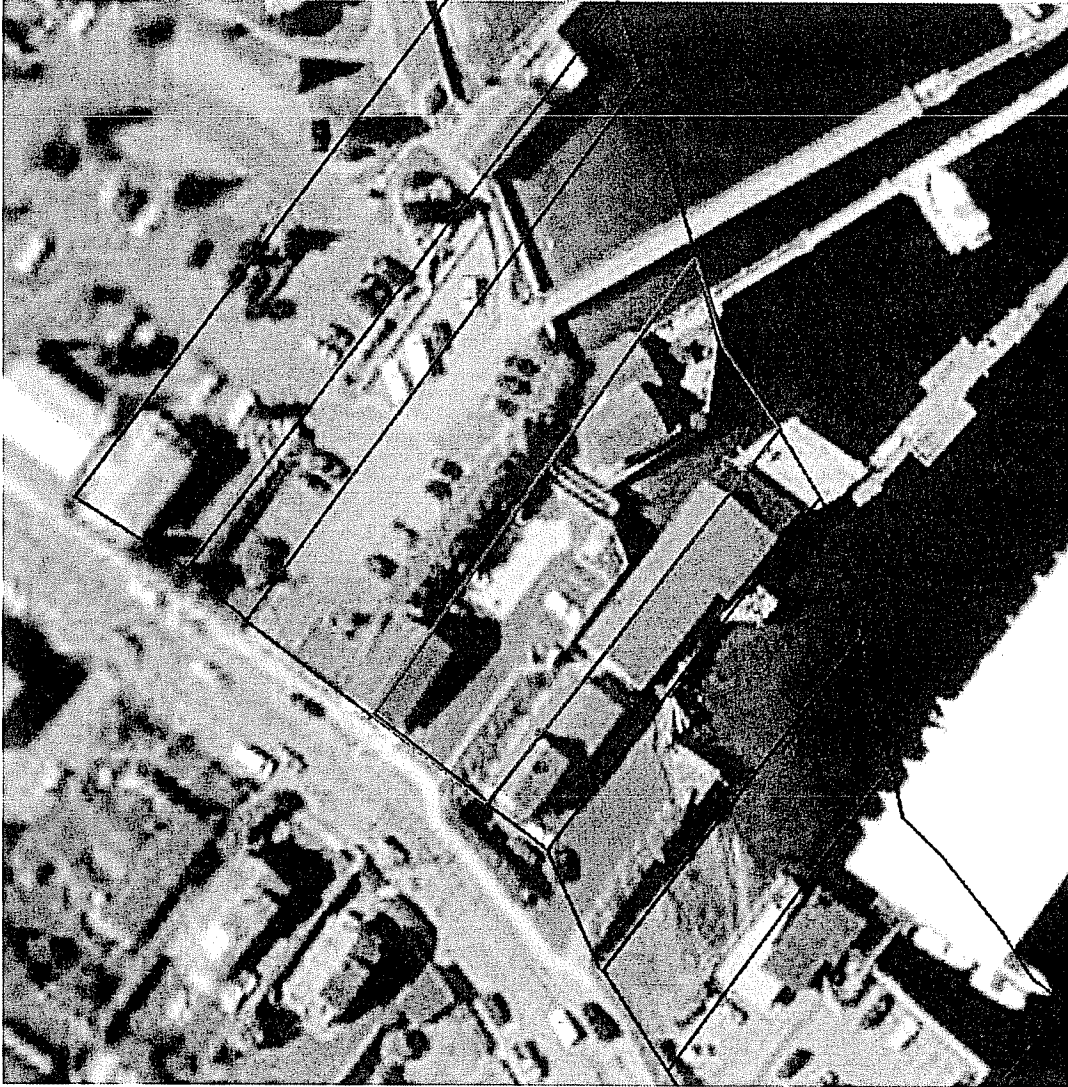


Photo by Guy Hoppen in 1980's



# Isamira's Restaurant

## NETSHED



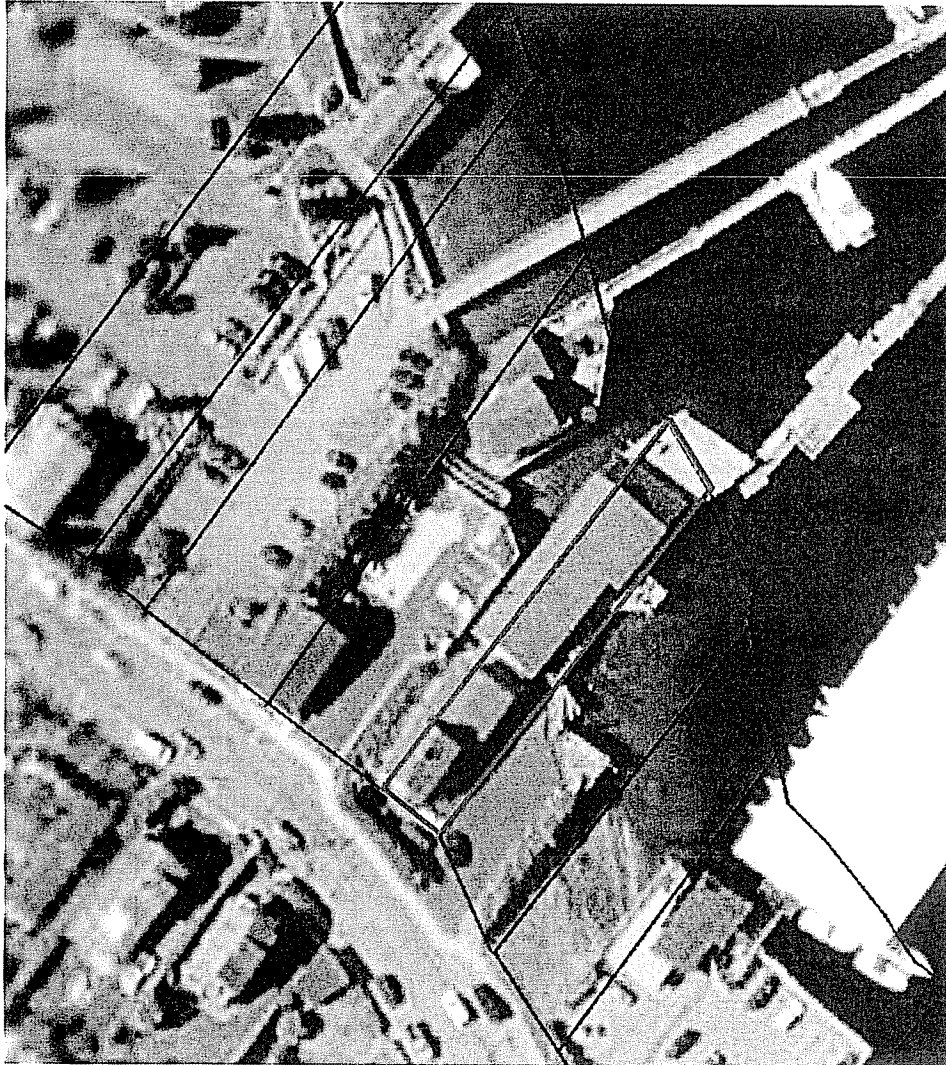
LOCATION	3313 Harborview
PARCEL	#5970000020
SIZE	1,050 sq.ft / GIS ROOFLINE MEASUREMENT - 700 sq.ft
YEAR BUILT	1985 (1940's)
CURRENT USE	RESTAURANT
BY	Tony Novak Sold to Pete Darrah then Stan Stearns (Arabella's) Remodeled in 1995

Originally Novak Family Home



# Whittier (Ross)

## NETSHED



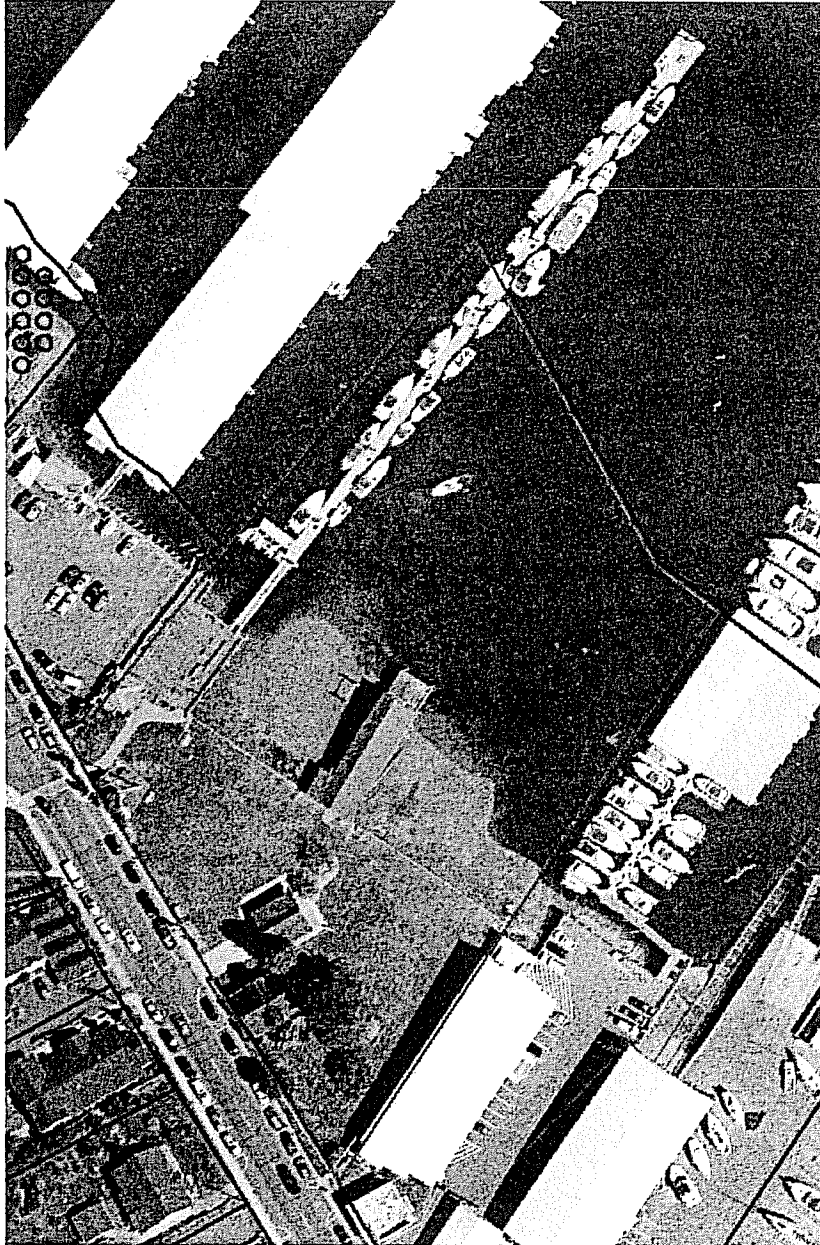
LOCATION 3309 Harborview  
PARCEL #5970000010  
SIZE 4,944 sq.ft / GIS ROOFLINE MEASUREMENT – 2,830 sq.ft (w/o shed overhang)  
YEAR BUILT 1925 / (early 1920's)  
CURRENT USE PRIVATE RESIDENCE  
BY Adam, John & Emmet Ross  
Sold to Whittier Trust 2005 (Gig Harbor Fishing Co)



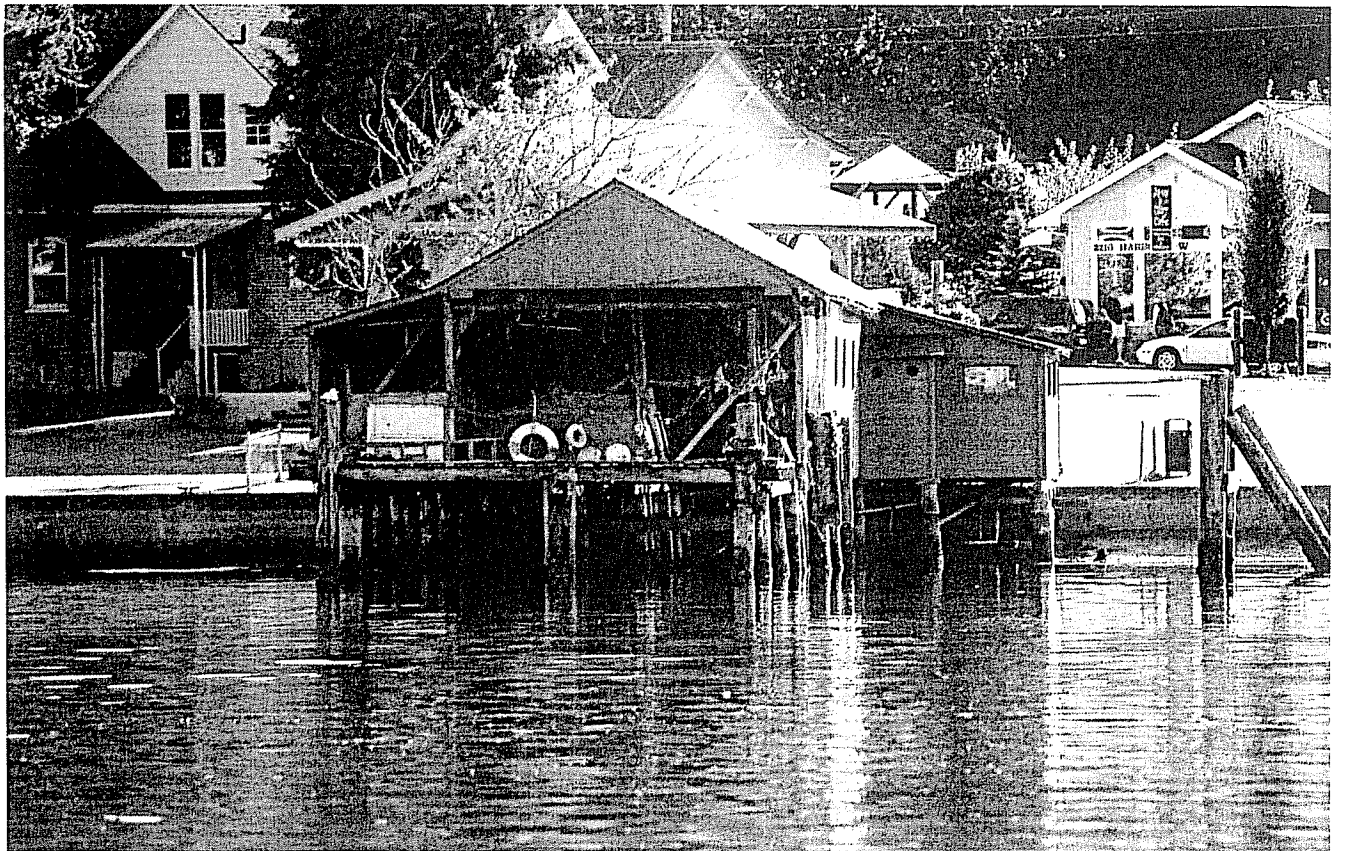


# Skansie Brothers

## NETSHED



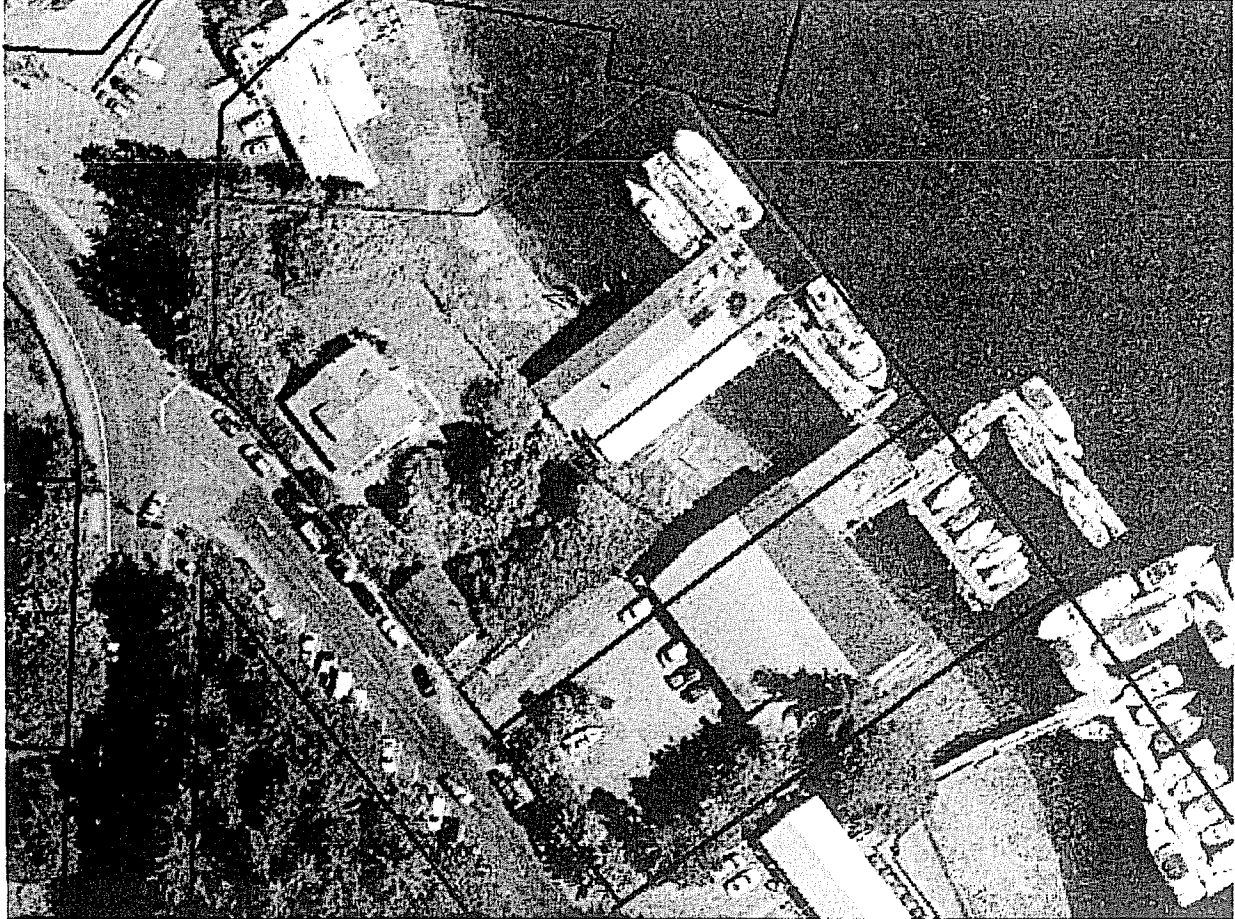
LOCATION	3207 Harborview
PARCEL	#0221082232
SIZE	2,540 / GIS ROOFLINE MEASUREMENT – 2,300 sq.ft
YEAR BUILT	1955 (1920's)
CURRENT USE	NOT IN USE
BY	Andrew Skansie Sold to city of Gig Harbor in early 2000's





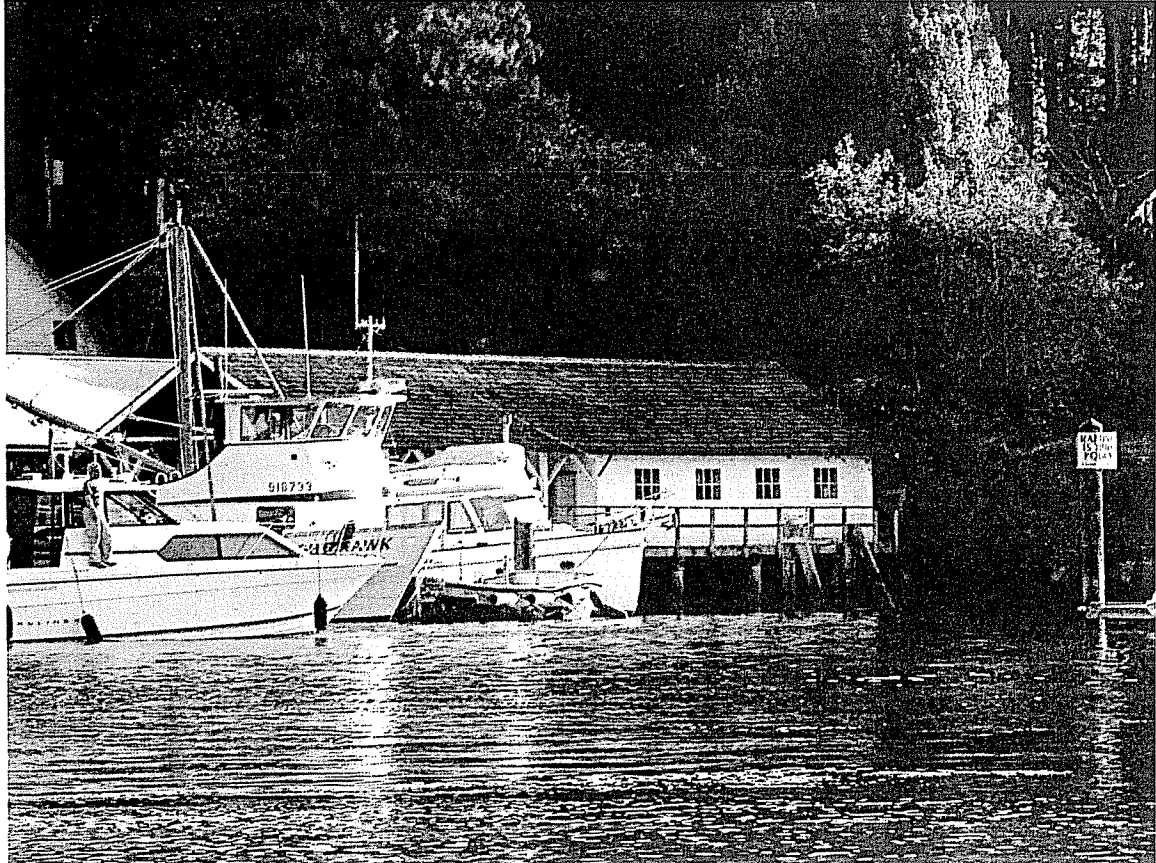
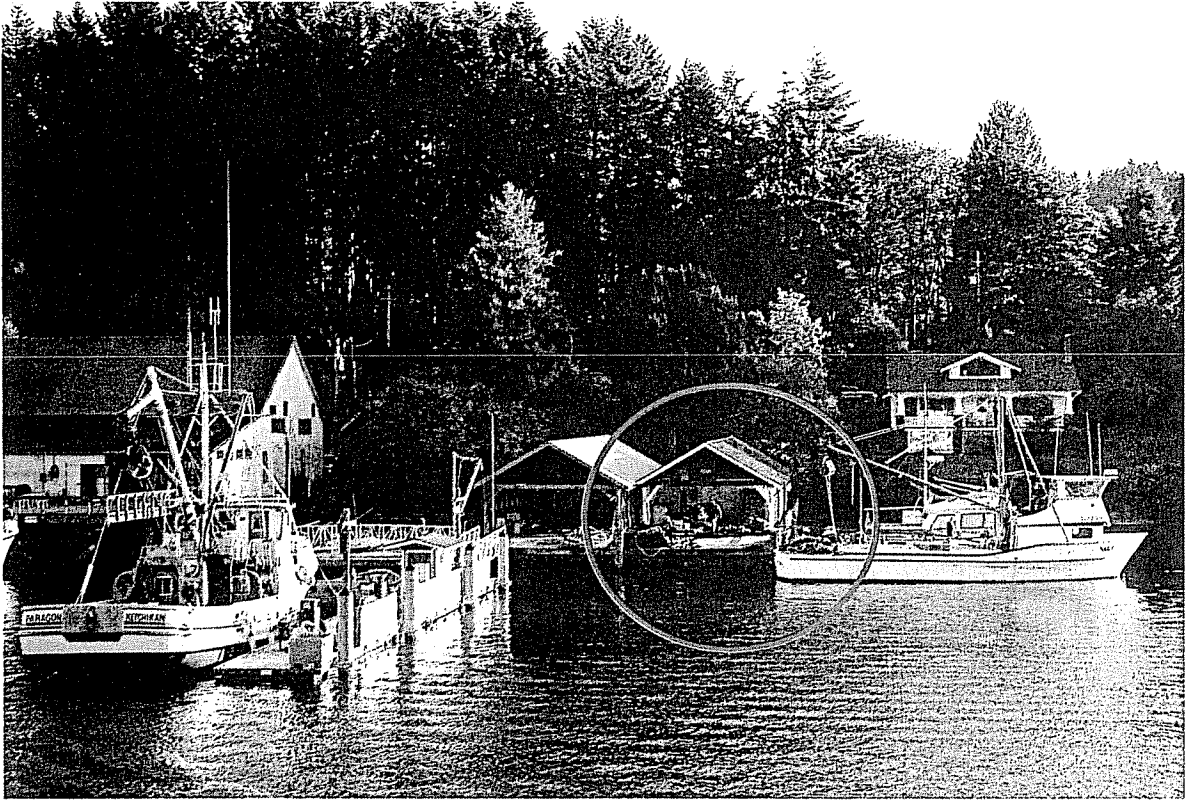
# Rickard

## NETSHED



LOCATION	2915 Harborview
PARCEL	#0221081126
SIZE	1,632 sq ft / GIS ROOFLINE MEASUREMENT – 1,975 sq.ft
YEAR BUILT	1966 (1920's)
CURRENT USE	WORKING NETSHED
BY	Spiro Babich Sold to Rickard (Land & Timber Investment Company)



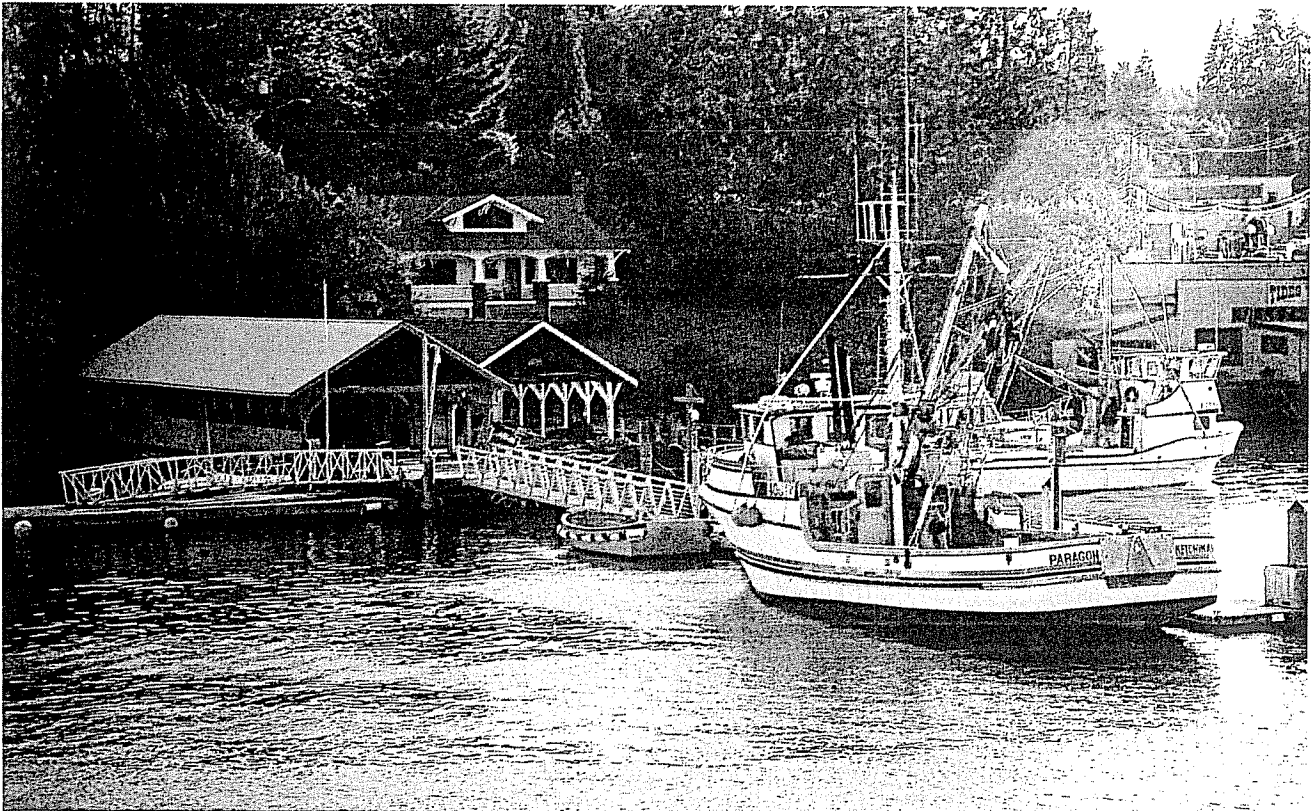
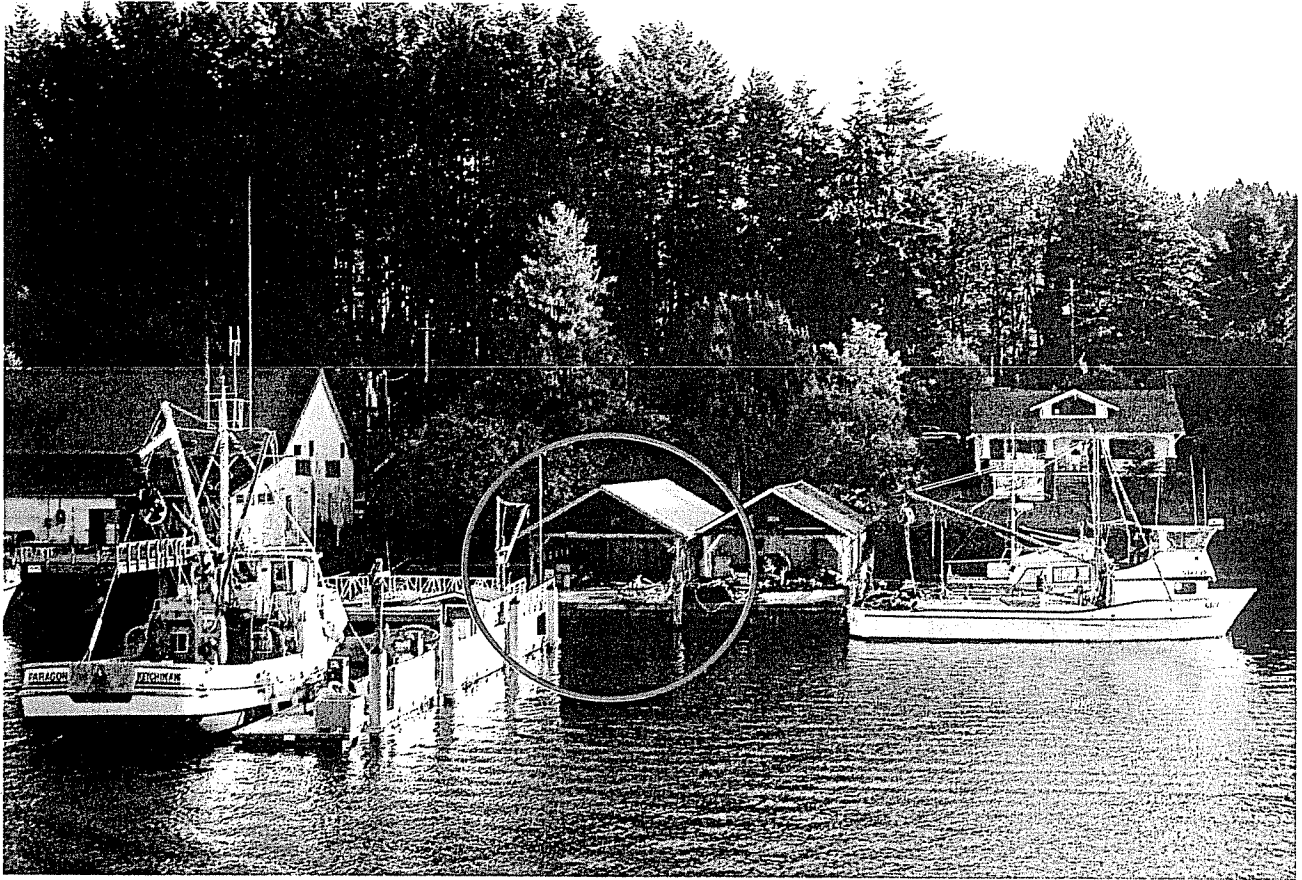


# Babich

NETSHED

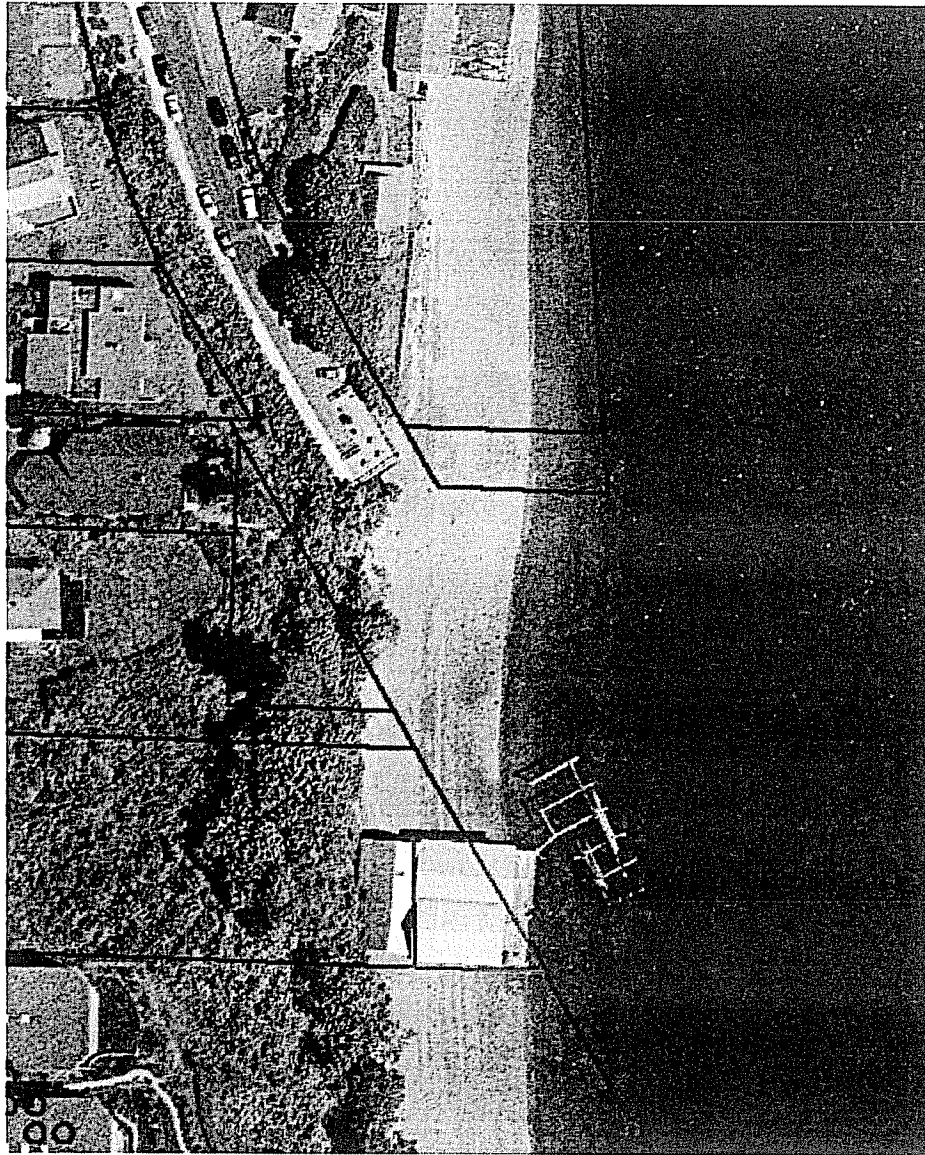


LOCATION	2700 Harborview
PARCEL	#0221081188
SIZE	2,016 sq ft / GIS ROOFLINE MEASUREMENT – 2,090 sq.ft
YEAR BUILT	1959
CURRENT USE	WORKING NETSHED
BY	Peter Babich



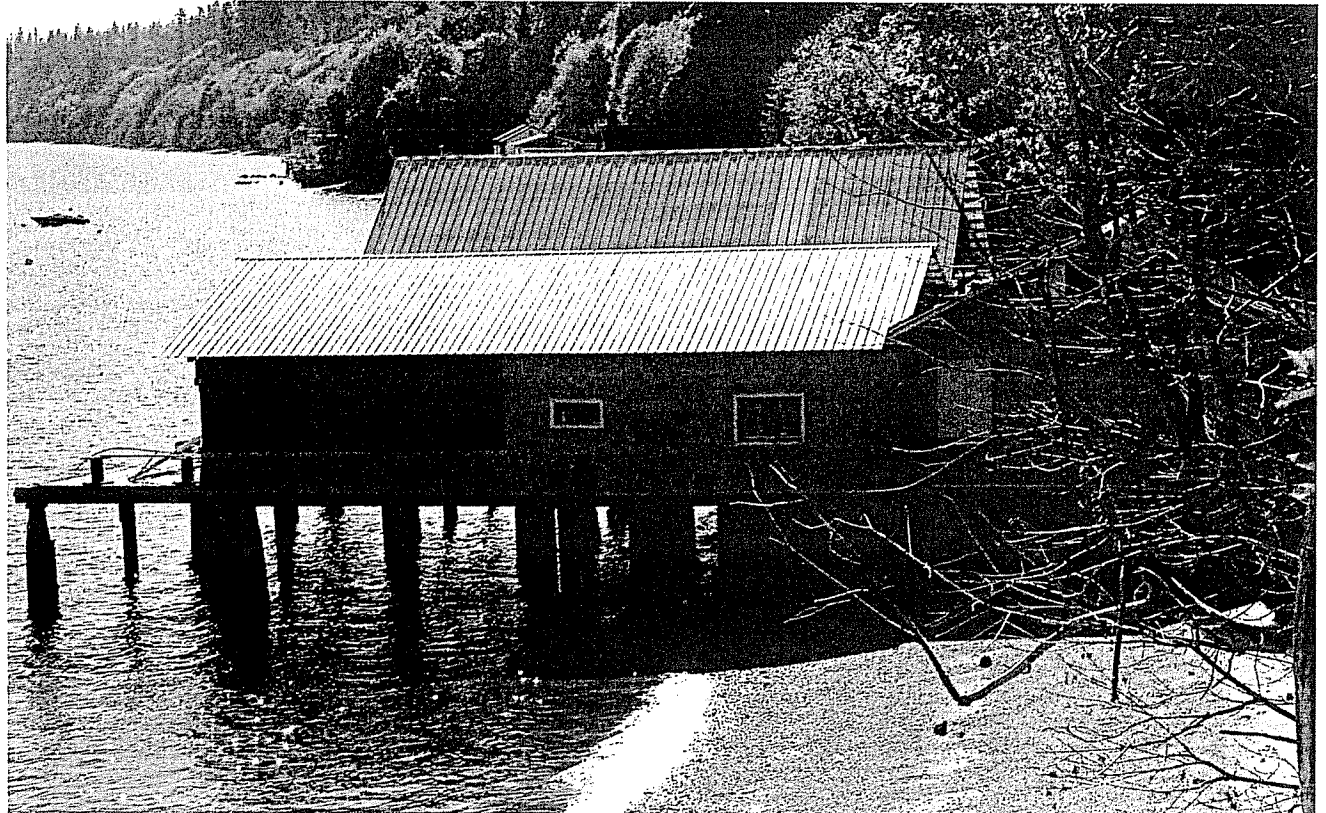
# Tarabochia

## NETSHED



LOCATION 2788 Harborview  
PARCEL #0221081064  
SIZE 4,320 sq ft /  
YEAR BUILT 1961 (1920's to 1961)  
CURRENT USE WORKING NETSHED  
BY Mojean 1920's (built rowing skiffs) (GIS ROOFLINE MEASUREMENT – 2,080 sq.ft)  
Nick & Rose Tarabochia built South Dock  
in early 1940's (GIS ROOFLINE MEASUREMENT – 1,450 sq.ft)  
North Dock in 1961 (GIS ROOFLINE MEASUREMENT – 1,557 sq.ft)





Tarabochia



Photo by Guy Hoppen in 1980's

## Commercial Fishing Fleet



PHOTO BY Guy Hoppen – late 1980's LOCATION Bujacich / Ancich Docks

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
October 19th, 2006  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Theresa Malich, Joyce Ninen, Harris Atkins and Chairperson Dick Allen. Staff present: Jennifer Kester, Tom Dolan, Kristin Udem and Diane Gagnon.

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

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of October 5th, 2006 as written. Malich/Ninen – motion passed unanimously.

Discussion was held on time limits for discussion of each item on the agenda. Chairman Dick Allen wanted to emphasize that Planning Commission members were not limited to those times stated. Planning Director Tom Dolan stated that the time estimates were merely to assure that there was enough time on the agenda for discussion of the items.

**NEW BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the Planning and Building Committee of the City Council to review the definitions of Clubs, Lodges and Yacht Clubs (ZONE 06-1388).

Senior Planner Jennifer Kester said that she had revised the ordinance to reflect what was discussed at the last meeting. She stated that a DNS has been issued; however, we will not be able to have a hearing before the city council since the ordinance has just been sent to the state for their 60 day review. She pointed out the areas that had been changed in the ordinance.

Mr. Allen said that he felt that all the items had been addressed. Commissioners Ninen and Atkins agreed that it appeared that all the changes had been made. Commissioner Pasin asked about the process and if there would be a hearing before the city council and Ms. Kester said that yes, there would be another public hearing at the council level

**MOTION:** Move to recommend approval of the ordinance as written. Guernsey/Atkins – Motion passed unanimously

Ms. Kester said that she would let them know when the item would go before the city council and if there were any changes.

2. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to remove the 5,000 square feet per lot limitation on

nonresidential buildings in the RB-1 zone (ZONE 06-1390) and replace it with a per structure limitation.

Associate Planner Kristin Udem went over her staff report and the proposal. She outlined that the council had tabled this proposal in 2004 after Pertee Consultants had made the recommendations. She stated that staff would like direction on whether the Planning Commission was in favor of this proposal and if they were what types of materials and information they would like for their next work study session.

Mr. Allen clarified that the 5000 sq ft limit per lot limited one 5000 sq ft building no matter the size of the lot.

Ms. Ninen pointed out that in the work program tier it stated that the original proposal was perhaps an oversight. Ms. Kester went over what had been discussed at the original building size analysis meetings and said that perhaps there had not been much discussion of this issue.

Commissioner Jim Pasin said that what had brought this situation to light was the Spadoni Brothers property. He pointed out that it is one lot and they would be only allowed to have a 5000 sq ft. building. Mr. Pasin said that where the RB1 zones are located should be an issue in the decision making process. He thought that it was relevant that there is a zone transition requirement in the design manual; therefore, if this commercial property is next to a small residential building they will be limited in size. He also pointed out the requirement for a 30' vegetative screen and asked if that requirement applied to both residential structures as well as nonresidential. He used Spadoni Brothers as an example and wondered if they wanted to put duplexes on that site would they be required to have a buffer. He wondered if some of these sites were even correctly zoned.

Mr. Atkins asked about the rationale behind creating those zones. Mr. Pasin said that it just probably happened through history. Ms. Udem pointed out the RB-1 areas. Mr. Dolan asked if it would be helpful if staff produced a map with just those zones illustrated. The Planning Commission said that they would like a paper map ahead of time and then have it on the overhead at the meeting.

Mr. Allen asked if the development of the Spadoni corner was pushing this change and Ms. Kester said that she did not believe that it was the driving force behind this proposal; however, it is an issue with that site. She also noted that Commissioner Pasin was correct in stating that with zone transition and the buffer requirements, building sizes will be limited.

Mr. Pasin noted that the DRB had also looked at a proposal on the property across the street from the Spadoni Brothers property and they were unable to develop it due to the zone transition and the buffer.

Commissioner Atkins stated that he was unable to tell at this point what would be the result of changing it to 5000 sq ft per structure and he would really like to get more of a

sense of what the change would possibly create. Commissioner Pasin stated that these properties are all next to residential so they are hard to develop.

Ms. Kester stated that there had been several people at the counter with RB1 land and when they find out that there is a 5000 sq. ft. per lot limitation, there is a reaction that if they have an acre or more it just doesn't work so then they short plat the property so that they can develop it and it doesn't necessarily create a holistic site plan.

Mr. Atkins observed that even if there was a 5000 sq ft per building limitation, perhaps that doesn't even make sense and suggested that perhaps we should be rethinking the zoning. Ms. Kester said that if that was where they wanted to go that would have to go back to council.

Commissioner Guernsey noted that in the intent section of the RB1 zone it references a gross floor area per lot, so the change would have to be made there also.

Ms. Udem stated that she would bring back some enhanced maps and examples of what could be developed under the current standards and how it would change if the regulation were changed. Mr. Dolan said that they would show the short platting scenario also. Mr. Allen asked that the examples show possible parking and landscaping.

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455)**

Chairman Dick Allen stated that this issue was of great importance to him. He asked where this proposal had been initiated. Planning Director Tom Dolan stated that the request for this ordinance came from the city council, they were concerned if a property has a net shed, it may be preferable to the applicant to remove the net shed in order to increase the ability to develop the upland portion within the building size limitations. This was of great concern to the city council as they felt that net sheds were an integral part of this community and they asked that the Planning Commission consider exempting net sheds from the square footage limits. He stated that staff had just completed an inventory of net sheds and that he will present a PowerPoint presentation of all 15 net sheds along with their current use, size and ownership. He stated that at this initial discussion he was just asking whether the Planning Commission was in support of this proposal.

Commissioner Pasin clarified that if there is a 3500 square footage limitation and there is an existing net shed and if they want to build something, the net shed would not be included in the calculation under this current proposal. Mr. Pasin said he also had a question about the use of net sheds and would we be putting limitations on the future use of net sheds. Mr. Dolan said that they could choose to consider that; however, that was not the task set before them by the city council.



Mr. Allen said that there were very few net sheds that were actually still net sheds. He gave a history of the use of cotton seines. He stated that fishermen used to have to dip them in tar and a solution and then they had to be hung to dry so as to avoid deterioration of the nets. He continued by saying that around 1950 when synthetic netting came along you no longer had to treat them or hang them. He noted that of the sheds that are left they have deteriorated and their uses are changing. He noted that really what we are talking about is the Burton/Steel proposal. He noted that they are building three upland buildings and are saturating their property and now they want to be able to use the net shed as a social area and/or office space for the marina. He stated that his concern was that if someone is going to over develop the property they should not be allowed to use the net shed. If we are going to exempt net sheds then every property on the water should have the same privilege. He felt that other property owners would take it to court. Mr. Dolan stated that this was discussed at the September 25<sup>th</sup> meeting after the executive session.

Commissioner Theresa Malich asked how shoreline regulations allow the conversion of a water dependent use to a dwelling unit. Ms. Kester stated that you cannot have buildings that are water ward of the ordinary high water mark and you cannot legally convert a net shed into something not water dependent. Ms. Malich asked if Gig Harbor's code could override the state law. She cited an example of a conversion that had not been legally converted. Ms. Kester stated that in the new Shoreline Master Program update we will have to show that there is enough space for water dependent uses, so we probably won't be getting rid of this requirement. She continued by saying that the issue is how can someone build anything on a normal lot on the water if they have a net shed and stated that perhaps this was more of a historic preservation issue. Commissioners Guernsey and Atkins both noted that anyone can take down a net shed regardless. Mr. Allen noted that it was unfair to other properties that would not be allowed to build as many buildings. Ms. Guernsey clarified the issues with the shoreline regulations, the building sizes and historic preservation. She stated that she felt that the issue Mr. Allen had raised was the most important to address.

Mr. Dolan reiterated the council's concerns. Ms. Malich stated that those net sheds that had been refurbished do look nice. Mr. Allen stated that these buildings are no longer net sheds, so we aren't preserving net sheds. Mr. Pasin asked if someone has a piece of property and wanted to build a new net shed would the square footage limitation apply. Ms. Kester answered that over water construction is only allowed for fisheries related activities or water dependent uses.

Commissioner Ninen asked if the demolition of the existing net sheds would have a negative impact to the character of Gig Harbor. Mr. Allen said that there is a particular net shed with a metal roof with ship lap siding that has been standing since 1939 and he didn't think that was the character we wanted to preserve. He noted that there is no real reference to the net sheds in the comprehensive plan. He then said that the buildings do need to be defined.

Mr. Pasin stated that part of his concern was that some of these buildings that may seem to be in poor condition may be redeveloped into something we would not want to

see. He asked if Mr. Allen's concern was what size the other buildings may be and asked if he was concerned with the use of existing net sheds. Mr. Allen said he was not concerned with how they were going to be used. He emphasized that the public has stated over and over that they think scale is important in the downtown and he doesn't want to just ignore that. He suggested that we could take the route that La Conner has done. Mr. Pasin stated that he did not think that the net sheds had been considered when the building size analysis had been done. Mr. Atkins stated that it seemed there were two questions; one is whether the intent of the council was to preserve the net sheds. He stated that they would need suggestions from staff, because just exempting them from the building size won't accomplish preservation. The second question is what do we want to do, do we capture the use of the net shed or do you allow it to be used for whatever. Ms. Guernsey agreed and added that she felt that the city council needed to address the need to preserve historic structures rather than tie it to the square footage limitation. She stated that she didn't want to get into the usage issue at this time but did feel that it was important to preserve the net sheds, but it should be addressed head on.

Mr. Dolan suggested that staff bring back the additional information at the next meeting and then the Planning Commission could continue the discussion and make a recommendation at that time. Mr. Pasin agreed that it would give more food for thought and also time to formulate our thoughts. He also said that he thought there should not be an issue regarding the age of the net shed. Ms. Ninen asked how big they were and Mr. Allen said that most are right around 1200 square feet; however, some are 2500 square feet. Ms. Ninen asked how the net sheds were taxed. Ms. Guernsey said that she felt that they were being taxed as whatever the rest of the parcel was being taxed.

Mr. Pasin suggested that perhaps the issue is what the definition of a net shed is. Mr. Allen said that a net shed was for the storage and maintenance of fishing equipment and that there were only a couple left. He suggested that perhaps they should be called historic net sheds. Mr. Dolan clarified that they were suggesting that perhaps there should be more stringent historic standards that would prevent their destruction.

Mr. Allen reiterated that he felt that this was really only about one property. Ms. Kester said that there were other properties where this was an issue. She also noted that only about 400 sq ft of the net shed is actually on the Burton/Steel property.

Chairman Allen again asked how this issue was put to the top of the tier list. Mr. Dolan passed out copies of the minutes of the city council meeting at which this recommendation was made. Mr. Allen pointed out that this was for existing net sheds only and that other properties would not enjoy the same benefit. Mr. Dolan said that he believed that was the council's intent as there was a historic benefit to the existing net sheds. He said he would be talking to the city attorney about the legalities of being able to provide such an incentive.

## **UPCOMING MEETINGS**



November 2nd, 2006 – Work-Study Session on net sheds  
November 16<sup>th</sup>, 2006 – Work-Study Session on RB-1 size limitations.

Mr. Pasin suggested that perhaps there could be a work study session on tree retention in residential and commercial properties. Ms. Ninen said that she had encountered information on the subject of tree preservation from another city and said she would forward it to staff. Mr. Dolan said that it will be a major undertaking, to fully analyze the subject of the landscaping standards and tree retention. Ms. Kester said that at this time it was still at the discussion stage with staff and the mayor and perhaps they would bring the DRB and Planning Commission together for discussion on this subject. Ms. Ninen asked where the regulations were located and Ms. Kester said that some of it is in the zoning code and some is in the design manual and that is why both boards will be involved and that the major thrust of the amendment is to get them all in one place. Mr. Pasin passed around a photo that he had received in the mail and noted that the real concern with tree retention should be with the future residential development.

### **ADJOURNMENT**

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

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
November 2nd, 2006  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Theresa Malich, Joyce Ninen, Harris Atkins and Chairperson Dick Allen. Staff present: Jennifer Kester and Tom Dolan.

**CALL TO ORDER:** 6:05 p.m.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of October 19th, 2006 with the correction of a typographical error on the last page. Pasin/Malich – motion passed unanimously.

**NEW BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455)

Planning Director Tom Dolan gave a PowerPoint presentation on existing net sheds which lasted approximately a half hour. He noted that most of the data on building size was obtained from the Pierce County Assessor's Office and therefore staff was unable to guarantee its accuracy. Mr. Dolan answered questions from the Planning Commission. Mr. Allen explained that the net sheds were basically all the same roof pitch and size in order to have room to hang the nets.

Chairman Allen asked if there was any data available on the current uses of the net sheds. Mr. Dolan stated that it had not been accomplished yet and wished to get the Planning Commission's direction on the text amendment. He stated that staff would prepare a draft ordinance for the next meeting if the Planning Commission was in support of the amendment. Mr. Dolan advised that the City Attorney had stated that an actual inventory identified by address could actually be listed in the code in the definition of historic net shed. Chairman Allen identified a net shed that he believed should also be included. Mr. Dolan stated that he would follow up on that net shed.

Jim Pasin stated that he had provided some information from Victoria Blackwell of the Historical Society highlighting some of the net sheds that had been in the presentation. He had asked her to provide this to shed some light on the historical significance of these facilities. He then suggested that because there is some significance to the community perhaps the Planning Commission should consider requiring anyone who wants to keep their net shed to put it on the City's historic registry.

Chairman Allen stated that he disagreed with giving this allowance only to existing net sheds. He expressed that he didn't feel it was fair that new net sheds could not be exempt also from the building size limitation. He also asked if the net sheds would be required to maintain their current appearance.

Jennifer Kester stated that if the net sheds were put on the historic registry any changes to the net shed would have to go before the Design Review Board for a Certificate of Appropriateness to determine if the remodel was in keeping with the historic character of the structure.

Mr. Allen said that he believed that the net sheds would be remodeled and they would not look like they do now. Ms. Malich pointed out one of the net sheds that had already been remodeled to look completely different and that it no longer was original. Mr. Pasin said that he felt that this was a good opportunity to get property owners to preserve historic properties. Mr. Allen said that he felt he should be allowed to rebuild his net shed and have the same allowance. He suggested that perhaps in the two zones where over water construction is allowed properties should be given a blanket exemption of 1100 square feet. Ms. Kester clarified that he was proposing an exemption for over water construction of 1100 square feet and if your net shed went over that it would count toward the square footage limitation. Mr. Allen stated that if you have an existing net shed you have something of real value and to not give the same to other properties wasn't fair. Mr. Pasin suggested that existing net sheds be allowed an exemption of their entire square footage and new over water construction be allowed a 1000 square footage exemption.

Commissioner Malich asked about other state agencies and their regulations for over water construction. Ms. Kester answered that yes there were other agencies that regulated over water construction and they only allow over water construction for water dependent or water oriented uses.

Mr. Dolan suggested that staff could provide a spreadsheet with the existing net sheds and their square footages. Commissioner Harris Atkins asked about the difference between the portions of the net shed which were actually over the water. Mr. Pasin stated that he felt that it didn't matter when it came to the existing net sheds. He also asked if the deck would also be counted in the square footage.

Mr. Allen then brought up the issue of height and Ms. Kester explained that the height has to be measured within 50' of the building footprint and that there is a maximum downhill height. Mr. Pasin suggested that a standard could be developed to protect the character of old and new net sheds. Mr. Allen pointed out that they are not going to be used for net sheds and parking would have to be provided.

Commissioner Guernsey said that she would like to look at the Historic Preservation ordinance and how that could help. She then stated that she felt it was important to determine what they were trying to preserve. She asked if they were proposing that if someone adds their net shed to the Historic Registry that they agree to not demolish it. Mr. Pasin pointed out that with historic preservation the use becomes secondary. He

stated that he felt that what they are trying to preserve was the look and feel of the historic character of the structure with adaptive re use of the interior. Ms. Guernsey reiterated that she felt that if owners of net sheds were going to get this benefit then there had to be some cost for the benefit. Mr. Atkins stated that he felt that it was not only a historic preservation issue and noted that in the comprehensive plan there is a section that deals with architectural design and respecting the architectural design of net sheds specifically. He continued by saying that regardless of the use, there is still an architectural presence along the waterfront. Mr. Pasin added that if new over water construction is allowed then it should have to also have that same architectural presence. Mr. Atkins said that he would be concerned if we had people put their structure on the register and there was no incentive to maintain them.

Ms. Malich gave a brief synopsis of what had been discussed so far. Ms. Kester reiterated that all structures along the waterfront would have to meet our historic district standards. She noted that if new net sheds over the water are given an exemption she wondered if the new ones would be required to be put on the historic registry. Ms. Guernsey suggested that there also be a requirement that they remain on the registry.

Mr. Dolan said that staff would provide a spreadsheet outlining all the net sheds and their square footages for the next meeting. Ms. Guernsey offered to look for additional data at the assessor's office if staff could provide the parcel numbers. Mr. Pasin also asked that some information regarding height of net sheds be provided. Discussion followed on the need for a size limitation on new over water construction. Ms. Malich reiterated the goal and what the City Council had asked of them and that generally everyone was in agreement that net sheds should be exempted, it was just a matter of how it is done so that they are really preserved.

Mr. Dolan stated that at the next meeting staff would present a couple of alternative draft ordinances. Further discussion was held on the possible alternatives. Ms. Malich suggested that everyone read the historic preservation ordinance and think about what was being preserved.

Mr. Allen said he didn't see how staff could draft ordinances when there are so many things to consider. Mr. Dolan said that if the Planning Commission felt that they wanted to discuss the issue further prior to seeing a draft ordinance they could do that. Everyone agreed that having draft ordinances with proposed language would be more productive.

Mr. Dolan said that he would provide discs of the PowerPoint presentation to Commissioners Guernsey, Atkins and Malich and a print out of the presentation to everyone else.

**MOTION:** Move to cancel the November 16<sup>th</sup> Planning Commission meeting. Malich/Atkins – passed unanimously.

### **UPCOMING MEETINGS**

November 16<sup>th</sup>, 2006 – Cancelled  
December 7<sup>th</sup>, 2006 -- Work-Study Session

**ADJOURNMENT**

Move to adjourn at 7:50 p.m.  
Malich/Atkins – Motion carried

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1

**City of Gig Harbor Planning Commission**  
**Minutes of Work-Study Session**  
**December 7th, 2006**  
**Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Theresa Malich, Joyce Ninen, Harris Atkins, Jeane Derebey and Chairperson Dick Allen. Staff present: Jennifer Kester, Kristin Udem, Tom Dolan and Diane Gagnon.

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

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of November 2nd, 2006 as written.  
Pasin/Ninen – motion passed unanimously.

**NEW BUSINESS**

Chairman Dick Allen welcomed Jeane Derebey to the Planning Commission.

Planning Director Tom Dolan went over 2007 work program. He explained that the 2007 budget contains \$35,000 for Kurt Latimore to facilitate a review of the design review process. Mr. Dolan said that he will see that the Planning Commission gets a copy of the report done by Mr. Latimore as the major constraint was identified as design review. He explained that Mr. Latimore will be contacting all of the Planning Commission members to determine what issues they see in the design process and that Mr. Latimore will probably be attending a Planning Commission meeting in January to discuss these issues.

Ms. Dereby asked about receiving a list of what Mr. Latimore had worked on in the past and Mr. Dolan stated that he would get that information from Mr. Latimore. He also went over the number of carryover text amendments and noted that the next one will probably be for underground garages. He then explained the proposed flood plain ordinance and that the city is out of compliance with the state and FEMA and their standardized flood plain ordinance. He said that the Building Official/Fire Marshal and the City Attorney have asked that we have a proposed ordinance reviewed by the Planning Commission to be placed in the critical areas section of the code. Mr. Dolan stated that at the next meeting Building Official/Fire Marshal Dick Bower will be in attendance to go over the proposed ordinance.

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to remove the 5,000 square feet per lot limitation on nonresidential buildings in the RB-1 zone (ZONE 06-06-1390) and replace it with a per structure limitation.

Associate Planner Kristin Udem explained that in October we began this text amendment as proposed by the City Council after they had asked Perteet to perform an analysis of the building size limitations and had determined that the current per lot limitation would encourage short platting. She stated that they should have received several maps of RB-1 areas and some

examples of how they could be used. She noted that 45% of them are sub-dividable and 87% of those sub-dividable are considered underdeveloped.

Senior Planner Jennifer Kester addressed how underdeveloped is defined as not being developed to the highest and best use or it is vacant. She further explained that if the land value is higher than the value of the building then it is considered underdeveloped.

Commissioner Jill Guernsey arrived at 6:18.

Jim Pasin said that he noticed that many of these parcels are adjacent to residential property and by allowing the 5000 square feet with building separation you are not accomplishing anything. He said that he felt that these parcels were improperly zoned. He pointed out the piece on Rosedale that was surrounded by residential.

Commissioner Harris Atkins agreed and stated that he didn't feel the proposed change met the intent of the zone. He also agreed that the restriction didn't make sense on the larger pieces of property; however, there were many that needed to be rezoned.

Ms. Kester stated that if the Planning Commission wanted to look at rezoning, we would need to take that to the City Council. Mr. Dolan noted that one of the alternatives they have is to make a recommendation on the draft ordinance along with a recommendation that the Planning Commission look at rezoning some of the RB-1 properties.

Mr. Pasin said that there were many things to consider with each of the properties, they need to be examined individually and that there were very few that should be RB-1. It was reiterated by Commissioner Jill Guernsey that they should look at each piece and she asked if there was any discussion or support from the Planning Commission for what the proposal says.

Commissioner Joyce Ninen said that she was the most concerned with the area at Stinson and Rosedale and as it goes from R-1 to RB-1. She asked if the existing use was non-conforming and Ms. Kester explained that it was a legally non-conforming use. Mr. Dolan asked if they would like to schedule this issue for a public hearing before making a final decision.

Mr. Pasin voiced concern that they would only be getting input from RB-1 property owners on changing the square footage allowance. He suggested that they recommend rezoning and hold a public hearing on that. Commissioners Ninen and Guernsey agreed that it seemed to be a more logical sequence.

**MOTION:** Move to recommend denial of the proposal to remove the 5000 square feet per lot limitation in RB-1 until such time as we examine the RB-1 properties for possible rezoning. Pasin/Atkins -

Chairman Allen pointed out that in the staff recommendation it states that a single family residence shall be required to maintain a dense 30' vegetative buffer and wondered why you would buffer a house from a house. Ms. Kester said that is the way the code reads and suggested that perhaps it should say any non-residential development abutting a single family residence shall have a buffer and noted this could be looked at during a rezone process.

Chairman Allen called for the question and the motion passed unanimously.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455).**

Chairman Allen recused himself from this item on the agenda. Ms. Guernsey asked on what basis he was doing so and he said that it was based on the state statute that would require him to recuse himself as he may have some personal profit from the outcome. Ms. Guernsey said she didn't see the need. Mr. Pasin said that he agreed that Mr. Allen should recuse himself. Ms. Guernsey stated that since they were only dealing with the 17 properties with existing net sheds and he didn't own one, she didn't see the conflict. She pointed out that the council hadn't indicated that this was in response to a lawsuit and that he had already participated. She continued by saying she felt that it was improper and unfair.

Mr. Dolan said that there had been discussion of whether this text amendment would apply to other properties so perhaps that was the concern. Mr. Allen decided that if the commission stuck to discussing the 17 existing net sheds, he would not recuse himself.

Mr. Atkins said that the proposed definition only addresses those 17 net sheds. Ms. Ninen stated that she didn't think that the exemption in and of itself would protect the net sheds and was wondering if the city could give incentives for historic preservation such as some annual amount (\$500) to entice the owners to keep their net sheds.

Mr. Pasin asked if Chairman Allen had come to a conclusion about his participation in the discussion and Mr. Allen said that he would stay. Mr. Pasin said that he thought that Mr. Allen should recuse himself but if he felt comfortable with the decision to stay on topic then he would agree to it.

Commissioner Guernsey asked why net shed owners should get more benefits than anyone else who has a historic property. Mr. Dolan answered that perhaps the council was thinking that there was a disincentive since there is such a restrictive size limitation in the waterfront zones. He further noted that some of the net sheds have been added on to and the position staff would take would be that only the historic portion of the original net shed would receive this benefit. Mr. Atkins asked if during the historic designation process that original portion could be identified and Ms. Kester answered that yes, that would be part of the criteria.

Mr. Atkins pointed out that there is no incentive to keep a net shed. Ms. Kester said that they would not be allowed to refurbish their net shed in a way that is not historic. Ms. Guernsey asked how the proposal would apply to the Puratich site, noting that some have been added on to.

Mr. Allen asked about someone wanting to rebuild their net shed. Ms. Kester said that they could not rebuild the net shed as it would be non-conforming. She further explained that if your net shed was on the historic registry and you made repairs to it that were approved by the DRB as being historically accurate, then the cost of the repairs would be deducted from your assessed improvement value, thus reducing your taxes. Mr. Allen asked for clarification and if they would be allowed to remove a building and rebuild. Mr. Dolan explained that they could



remodel, not rebuild. Ms. Ninen asked if there had been any discussion with the net shed owners and Mr. Dolan replied that there had been none.

Ms. Malich reminded everyone that basically they had to decide whether to allow this exemption or not. Ms. Guernsey said that she would agree to an exemption of a fixed amount. Ms. Kester reminded them that there still needs to be parking for these structures and they must meet the impervious coverage requirements. She stated that the uses allowed in a net shed are rather limited. She stated that if the intent is to retain these historic structures, if they only exempt a portion of it that doesn't accomplish the City Council's intent. She cited the example that the larger net sheds would not be receiving the same amount of benefit.

Mr. Allen asked what is gained by historic reservation and Mr. Pasin replied that there is a historic preservation ordinance that the community supports and the commission should support that. Mr. Dolan said that the danger in not having them on the historic registry is that they could refurbish the net sheds into something not architecturally sensitive.

Planning Director Tom Dolan announced that the January 4<sup>th</sup> meeting would be cancelled as staff will be meeting with the DRB to review the hospital. Ms. Kester asked if the Planning Commission wanted to still bring the net shed ordinance to a public hearing at the December 21<sup>st</sup> meeting. There was agreement that there should be a public hearing held on the proposed ordinance at the December 21<sup>st</sup> meeting.

There was discussion of whether all of the 17 were actually historic net sheds or whether some had been refurbished to an extent that made them no longer historic. Mr. Dolan said that the actual addresses of these structures were not in the proposed ordinance in case there were additional historic net sheds discovered or if we annexed an area then it would require us to go through changing the ordinance.

Jeane Derebey asked if the historic nomination process would include determining which portion would be the historic portion or what had been added on. Ms. Kester said that in general terms only the historic portion would be considered.

**MOTION:** Move to forward the ordinance as drafted for public hearing. Pasin/Malich – Motion passed unanimously.

Commissioner Atkins suggested that perhaps in the future they should look at the historic preservation ordinance.

## **ADJOURNMENT**

Move to adjourn at 7:35 p.m.  
Guernsey/Malich – Motion carried

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1

**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session and Public Hearing  
December 21st, 2006  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Joyce Ninen, Harris Atkins, and Jeane Derebey. Commissioners Dick Allen and Theresa Malich were absent. Staff present: Dick Bower, Tom Dolan and Diane Gagnon.

**CALL TO ORDER:** 6:05 p.m.

The Planning Commission nominated Jim Pasin to serve as Chair in the absence of Chairman Dick Allen and Vice Chairman Theresa Malich.

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of December 7th, 2006 as written. Guernsey/Ninen – motion passed unanimously.

**NEW BUSINESS**

1. **City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to establish flood plain regulations

Planning Director Tom Dolan gave a brief overview of the proposal and noted that it is scheduled to go to public hearing on January 18<sup>th</sup>. He then introduced the Building Official/Fire Marshal Dick Bower to give a more detailed explanation of the proposal. Mr. Bower gave a historical background on the city's involvement in the national flood insurance program. He explained that it is mandated by FEMA in order to qualify for federal grants and loans. He stated that although the city had a flood plain ordinance on paper, it was not implemented and that the Department of Ecology is requiring that it be implemented. Mr. Bower noted that it will benefit people in the flood plain. He stated that he had taken the model ordinance and inserted Gig Harbor information in order to maintain compliance with the Department of Ecology. Additionally, he explained that the current regulations are in Title 15 and that it is being proposed to be put it into Title 18 in order assure that flood plain issues get addressed up front during the planning process. He illustrated to the Planning Commission the location of the flood plain in the City of Gig Harbor, showing the properties affected on the FIRM panel map. He explained how the regulations would be applied to these properties and stated that for the most part on the properties surveyed to date the area within the flood plain would be approximately where the bulkheads currently lie.

Commissioner Harris Atkins asked how had this applied to the Russell building and Mr. Bower responded that there was a letter submitted by their engineers and it had been surveyed and determined that the building was outside of the flood hazard area. Mr. Dolan asked if there were benchmarks surveyed in along the waterfront to make it easier for surveyors. Mr. Bower said that there were benchmarks and those locations were marked on the flood plain map. Mr. Atkins asked who was responsible for keeping the map up to date and Mr. Bower answered that the City

was responsible for notifying FEMA of needed map amendments. He explained that the maps are not revised that often since typically flood plains do not move much. He also noted that digital mapping is being used.

Commissioner Jeane Derebey asked how this may affect underground garages and Mr. Bower said that underground garages, as long as they don't have utilities, would not be affected. He continued by saying that if they have utilities then they would have to be raised above the flood elevation. Commissioner Joyce Ninen asked if there was a program for the city to do periodic review of the properties within the flood plain, once this is established. Mr. Bower stated that there was not they do not change much over time. Ms. Ninen asked if there were erosion problems and Mr. Bower said that there were not. He also stated that property owners can lower their flood insurance rate by raising their floor level.

Commissioner Guernsey asked about marinas and Mr. Bower said that this ordinance didn't apply to structures over water with the exception of net sheds as they are habitable. Additionally, he noted that net sheds are not eligible for flood insurance; however, they still must comply. He emphasized that the ordinance is a standard ordinance used by the state. Mr. Atkins asked if there will be non-conformities created and Mr. Bower answered that there will not be any more than there are with the current regulations. Mr. Atkins then asked about what kind of workload this would create for the Planning Department and Mr. Dolan answered that it will be minimal as there are not that many properties that will be affected.

Mr. Bower stated that he will be sending certified letters to the six property owners that were identified by the Department of Ecology as needing to have their flood elevations identified. Ms. Derebey asked if there was a consequence for the city if the property owners refuse. Mr. Bower said that they will be referred to DOE who will send them a letter and then if they still do not respond, DOE will send it on to FEMA and then at that point if they have flood insurance it will be cancelled. Mr. Pasin asked what alternatives those six property owners have. Mr. Bower explained that those buildings built after 1981, even though they received a building permit, they were still required to have their flood elevation identified.

Mr. Dolan pointed out that DOE has written a very strong letter requiring that we adopt this ordinance immediately. He stated that if we don't adopt these regulations it will affect everyone's flood insurance. Ms. Guernsey asked about the possibility of the City covering the cost for those six properties to be surveyed. Mr. Bower stated that how this will be applied to the six properties identified has not been determined as of yet.

Ms. Guernsey pointed out in the ordinance where it talked about electrical heating and venting, residential construction, non-residential construction. Mr. Bower explained the difference between the flood plain and the flood way. Mr. Atkins asked who would be notified for the public hearing. Mr. Dolan said that if the Planning Commission preferred, staff could notify the property owners along the waterfront. The Planning Commission agreed that they should be notified. Mr. Bower stated that he would attend the public hearing and Ms. Guernsey suggested that he provide an illustration of the flood plain.

Chairman Jim Pasin called a five minutes recess at 7:00 p.m..

The meeting was called to order at 7:10 p.m..

## **PUBLIC HEARING**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455).

Planning Director Tom Dolan gave a brief overview of the proposed text amendment for exempting net sheds. He explained that at the September 25<sup>th</sup> City Council meeting the council requested staff to prepare an ordinance that exempts net sheds from the square footage calculations in order to protect them from demolition. He stated that three work study sessions had been conducted with the Planning Commission and highlighted the issues discussed at those work study sessions. Mr. Dolan stated that the Planning Commission was being asked to make a recommendation to the City Council at the conclusion of this meeting or hold another work study session at the next meeting.

Commissioner Jeane Derebey asked if the whereas should have the words “all of” removed and that there be some reference to the original portion of the building in the definition.

Chairman Jim Pasin opened the public hearing at 7:17 p.m.

Bob Frisbie, 9720 Woodworth Avenue, Gig Harbor

Mr. Frisbie noted that he was one of the three people that were party to the appeal of Rainier Yacht Harbor and one of the things that the City Council has not shared is that there is a settlement agreement pending that states that they will bring this proposed ordinance before you. He stated that although this proposal is true he felt it was secondary to the primary reason. He pointed out that on page 25 of the pictorial inventory of net sheds it shows that net sheds have evolved over the years and a considerable number of them have been renovated. He expressed that he felt that the preservation of a net shed can still be accomplished by allowing them to be refurbished. Mr. Frisbie illustrated what Rainier Yacht had applied for in their building permit application and stated that they were proposing a club house with bathrooms. He said that he didn't feel that it met the definition of a historic net shed. He asked that the Planning Commission look at the definition of a historic net shed to make sure everything was covered. He distributed a copy of suggested changes to the ordinance which proposed adding other over water structures and an 1100 sq ft allowance. He stated that this would allow those net sheds constructed prior to 1950 and since you are giving an entitlement to the existing net sheds he was proposing that those net sheds constructed prior to 1950 but that have been removed should be allowed to rebuild their net sheds and limit them to 1100 square feet.

Ms. Derebey asked where he came up with 1100 and he said that he looked at the sizes of various net sheds and used Rainier Yacht Harbor's as an example. Ms. Guernsey said that the Planning Commission had not been a part of the settlement agreement and that she would like his opinion on whether net sheds should be included in the square footage allowable on that lot. Mr. Frisbie said that they were no longer net sheds and that they should be included in the 3500 sq ft limitation if there is not going to be the same entitlement for everyone.

Kae Paterson, 7311 Stinson Avenue, Gig Harbor.

Ms. Paterson stated that she has a friend who purchased a historic house with a net shed and they can't remodel the house because of the 3500 sq ft limitation and that she was surprised by this major disincentive to maintain a net shed. She noted that her friends have solved their problem; however, she felt this issue was larger and that everything should be done to keep our net sheds and promote adaptive reuse. She stated that as proposed she thought the proposed ordinance will work for those that want to keep their net shed but that someone who doesn't care may get rid of the net shed just as a maintenance issue. Ms. Paterson also noted that if people have to jump too many hoops to maintain their historic status they may not keep their net shed.

Chairman Pasin closed the public hearing at 7:35.

Mr. Pasin opened the discussion with the purpose of deciding if the Planning Commission wanted to send this forward to the City Council or bring it back for another work study session.

Ms. Guernsey asked if any comments had been received from net shed owners. Mr. Dolan said that we had not received any comments. Ms. Ninen said that they had spent three meetings discussing this issue and at the last meeting had concluded that having net sheds on the register was the only safeguard and she felt comfortable with that in place. Ms. Guernsey said it troubled her that there was no input from the property owners. She continued by saying that she didn't think that this ordinance accomplished the preservation of net sheds and that she felt it made more sense to not go forward with the ordinance at this time.

**MOTION:** Move to recommend approval of the ordinance as written and forward it to the City Council. Ninen/Atkins -

Mr. Atkins said that he agreed with Ms. Ninen that the commission recognizes that this ordinance is not going to assure preservation of the net sheds; however it is a way to remove a disincentive.

Mr. Dolan asked if the proposed changes as suggested by Commissioner Derebey should be included in the motion.

**RESTATED MOTION:** Move to recommend approval of the ordinance with the changes as suggested by Commissioner Derebey to remove the words "all of " in the whereas statement and change the definition to include a reference to the original portion of the net shed and forward the ordinance to the City Council. Ninen/Atkins -

Ms. Ninen asked if the ordinance should state prior to 1950 rather than over 50 years ago. Mr. Pasin pointed out that the historic preservation ordinance makes reference to buildings over 50 years old and everyone agreed that it should stay consistent. Mr. Dolan noted that in talking to the state preservation board in many instances when buildings are considered historic they might be 48 years old and their recommendation was to use language that required it to be very close to 50 years but could be left up to the local jurisdictions historic preservation board.

There being no further discussion the motion was passed with Commissioners Derebey and Guernsey voting no and Commissioners Pasin, Atkins and Ninen voting yes.

### **OTHER BUSINESS**

Mr. Dolan went over the schedule for the next meeting, stating that January 18<sup>th</sup> will be the flood plain public hearing at 7pm and at 6pm they will have a work study session on another amendment.

Chairman Pasin thanked everyone for their service in 2006 and Mr. Dolan reminded everyone that they would need to nominate new officers at the first meeting of 2007.

### **ADJOURNMENT**

Meeting was adjourned at 7:55 p.m.

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** RB-1 Inventory Review

**Proposed Council Action:** No action is Required. The Council may decide to remand the matter back to the Planning Commission for a determination as to the appropriateness of the areas currently zoned RB-1. An alternative would be for the Council to decide to conduct a public hearing on the matter and proceed with adoption of a code amendment.

**Dept. Origin:** Community Development

**Prepared by:** Tom Dolan, Planning Director

**For Agenda of:** February 12, 2007

**Exhibits:** RB-1 zoning maps

Initial & Date

**Concurred by Mayor:**

CH 2/7/07

**Approved by City Administrator:**

PK 2/5/07

**Approved as to form by City Atty:**

CAM 2/5/07

**Approved by Finance Director:**

N/A

**Approved by Department Head:**

JD 2/2/07

Expenditure	Amount	Appropriation
Required	Budgeted	Required
0	0	0

**INFORMATION / BACKGROUND**

The Council had requested the Planning Commission to review the provision of the RB-1 District that currently restricts structures to the maximum size of 5,000 square feet per lot, regardless of lot size. The concern was that the 5,000 square foot limitation might force property owners to subdivide their property to maximize the development of the site. The subdivision could potentially lead to development that would be inconsistent in terms of design.

The Planning Commission conducted two work study sessions to discuss the issue. After their discussion, the Commission voted to table the proposed amendment. The Commission stated that the Council should remand the matter back to the Commission to conduct a study on the appropriateness and impact of the existing RB-1 zones.

The Commission's recommendation was brought to the Council at the January 8, 2007 meeting. At the meeting it was requested that the staff return to the City Council a complete inventory of all of the RB-1 properties in town to include current uses, adjacent property uses and zoning.

Staff has prepared a power point presentation for the Council meeting that provides the information requested.

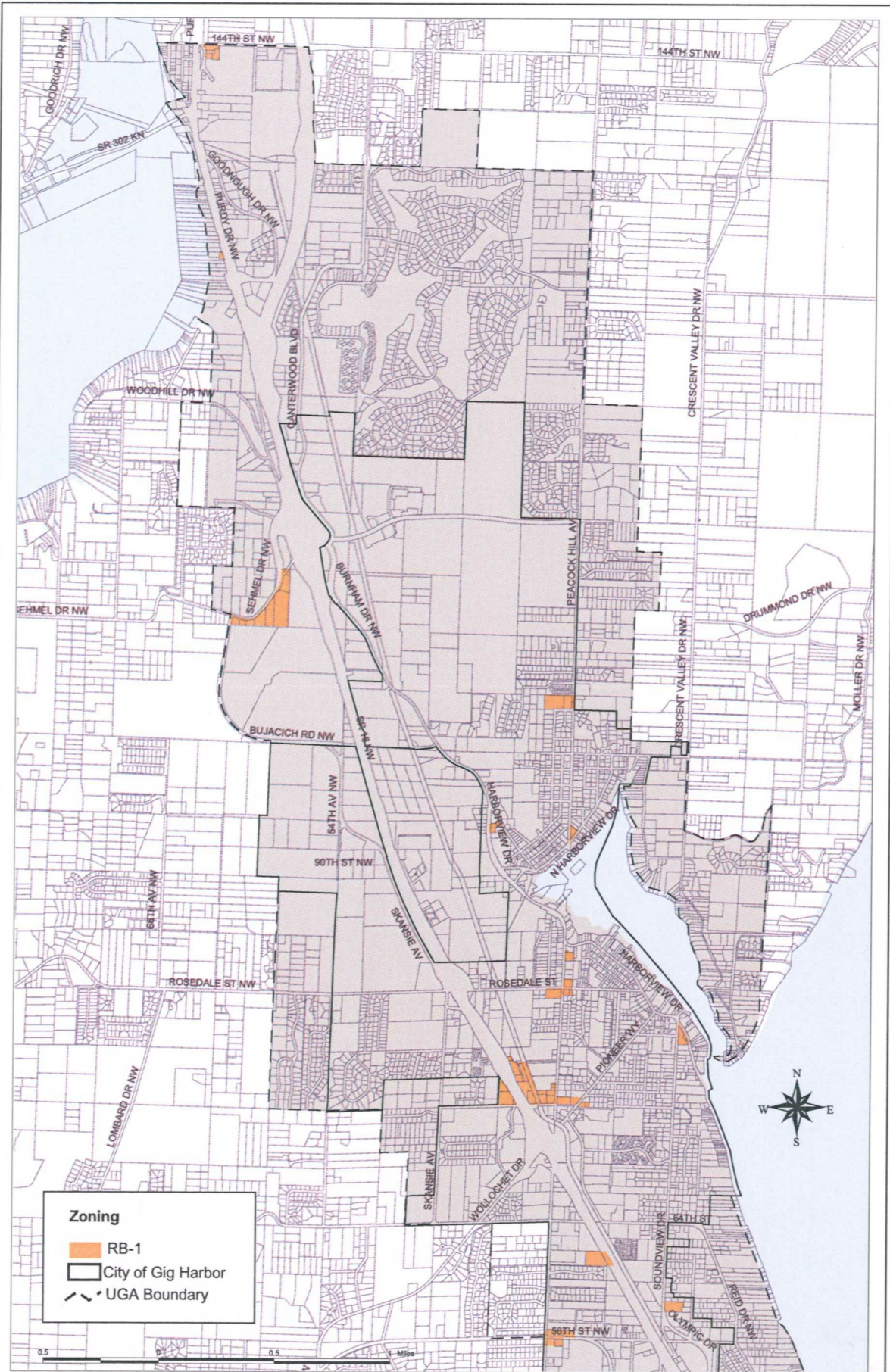
**FISCAL CONSIDERATION**

None

**RECOMMENDATION / MOTION**

Staff recommends that the Council consider the information presented and then make a decision to 1): remand the matter back to the Planning Commission for a review of the appropriateness of existing RB-1 zoning; or 2): decide to have the Council conduct a public hearing on the matter and proceed with adoption of a code amendment.

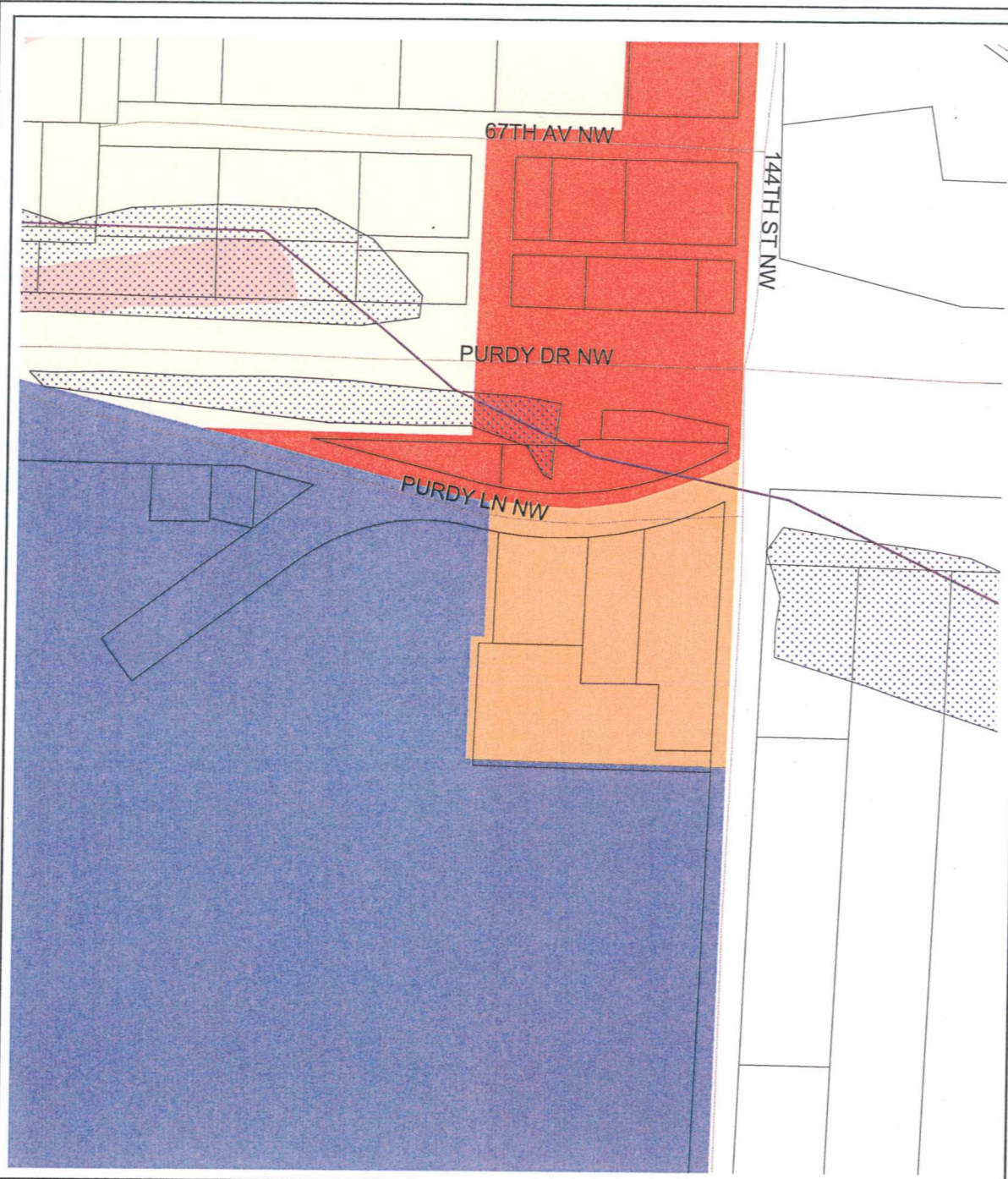




# RB-1 Zoning Districts in City and UGA















































































# RB-1 Purdy Drive/144th Street UGA

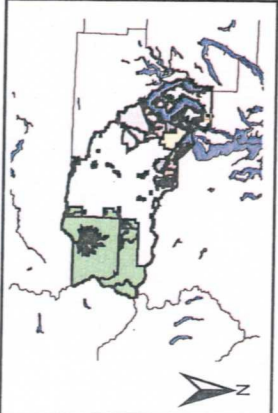


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### MAP LEGEND

-  Plumerics-Buildings(Pol) - GH
-  Commercial
-  Residential
-  Tax Parcels
-  Stream Hydrology WARIS
-  Supplemental Wetland Inventory
-  National Wetlands Inventory
-  CWA Wetlands
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11:18 Oct 24, 2006





**RB-1 Purdy Drive**  
UGA

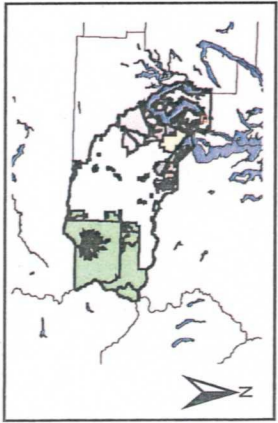
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**MAP LEGEND**

- Purdamerics - Building(Obj) - GH
- Commercial
- Residential
- Tax Parcels
- Soaks
- Hydrography/MARIS
- Supplemental Wetland Inventory
- National Wetlands Inventory
- CWI Wetlands
- CWI Boundaries
- Wetland
- Wetland
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- Delimited
- R-2
- R-3
- Rb-1
- Rb-2
- B-2
- C-1
- DB
- MC
- WR
- ED
- PDD-BP
- PDD-NB
- PDD-NE
- PDD-RD
- PDD-RMD
- Rd
- 3rd Zoning
- No Zoning

Scale 1:2610

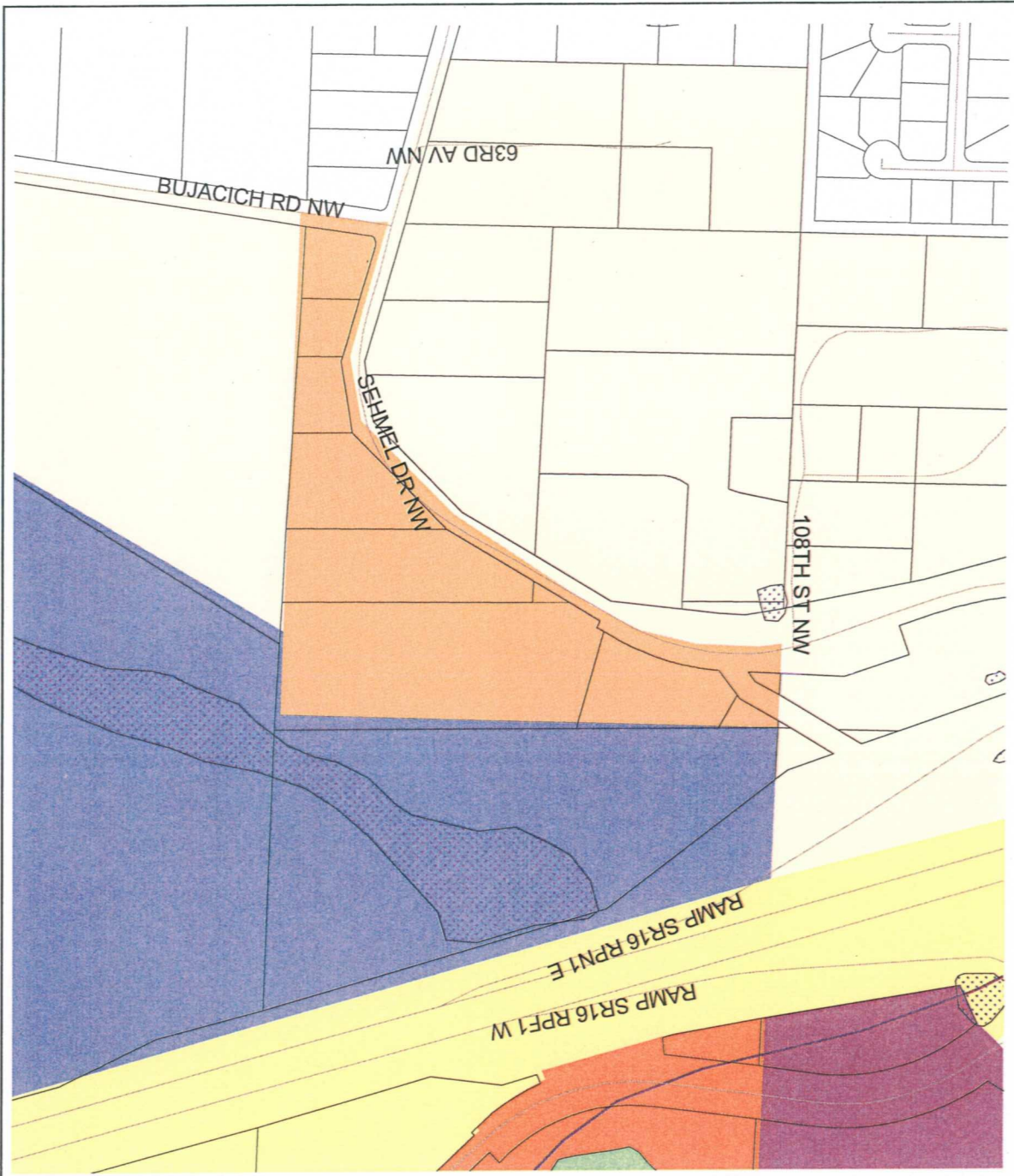



11:15 Oct 24, 2006

**Pierce County**  
Geographic Information Services

**RB-1 Sehmel Drive**  
UGA

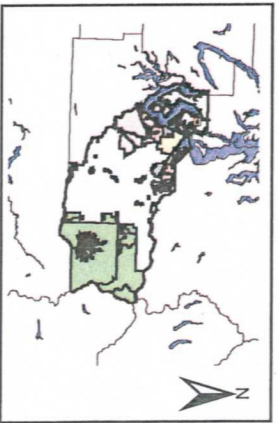
3.



**MAP LEGEND**

- Planimetrics Buildings (Poly) - GH
- Planimetrics Roads (Poly) - GH
- Planimetrics Tax Parcels
- Stream Hydrography WARRIS
- Stream Hydrography WARRIS
- Natural Wetlands Inventory
- CWMI Wetlands
- CWMI Boundaries
- Unverified
- Unverified
- Unverified
- Zn\_map.shp
- R-1
- R-2
- RB-1
- RB-2
- B-1
- C-1
- DB
- W/C
- W/M
- W/M
- ED
- PCCD-BP
- PCCD-C
- PCCD-D
- PCCD-RND
- PCCD-RND
- FI
- No Zoning

Scale 1:5220



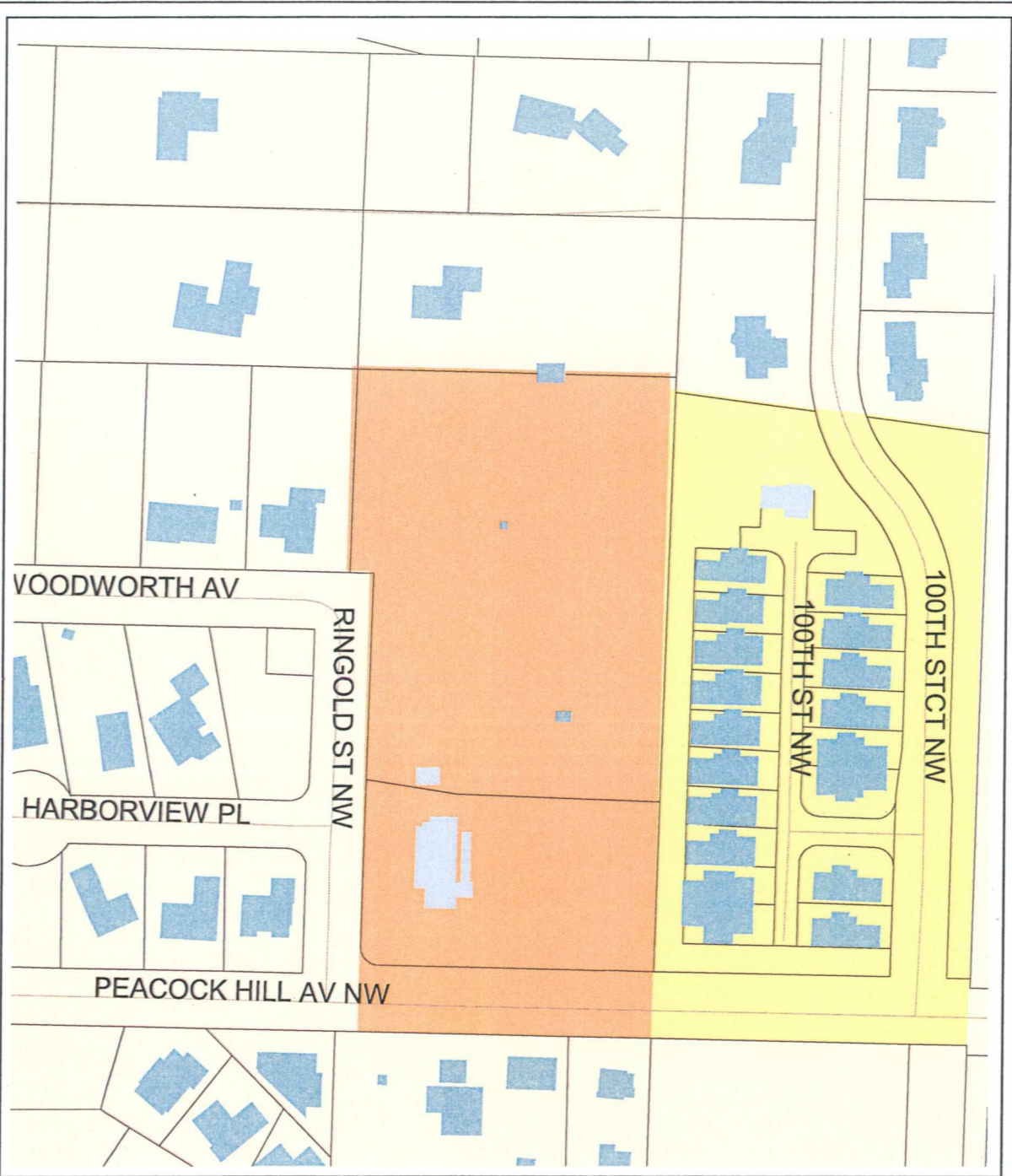

**Pierce County**  
Geographic Information Services

11:13 Oct 24, 2006



# RB-1 Peacock Hill Ave and Ringold St

4.

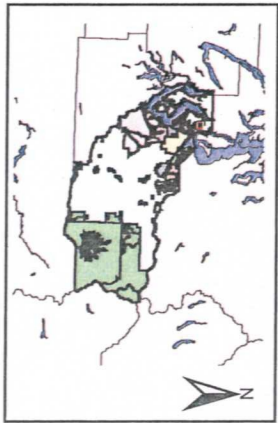


**MAP LEGEND**

- Parametric-Building(Pol)- GH
- Commercial
- Residential
- Tax Parcels
- Stream Hydrography WARSIS
- Stream Hydrography WARSIS
- National Wetlands Inventory
- CWI Wetlands
- CWI Wetlands
- Verified
- Deleted
- Zoning
- No Zoning

R-2  
 R-3  
 RB-1  
 RB-2  
 B-2  
 C-1  
 OB  
 MM  
 WVR  
 ED  
 PCD-BP  
 PCD-IP  
 PCD-NB  
 PCD-RLD  
 PCD-RMD

Scale 1:2031

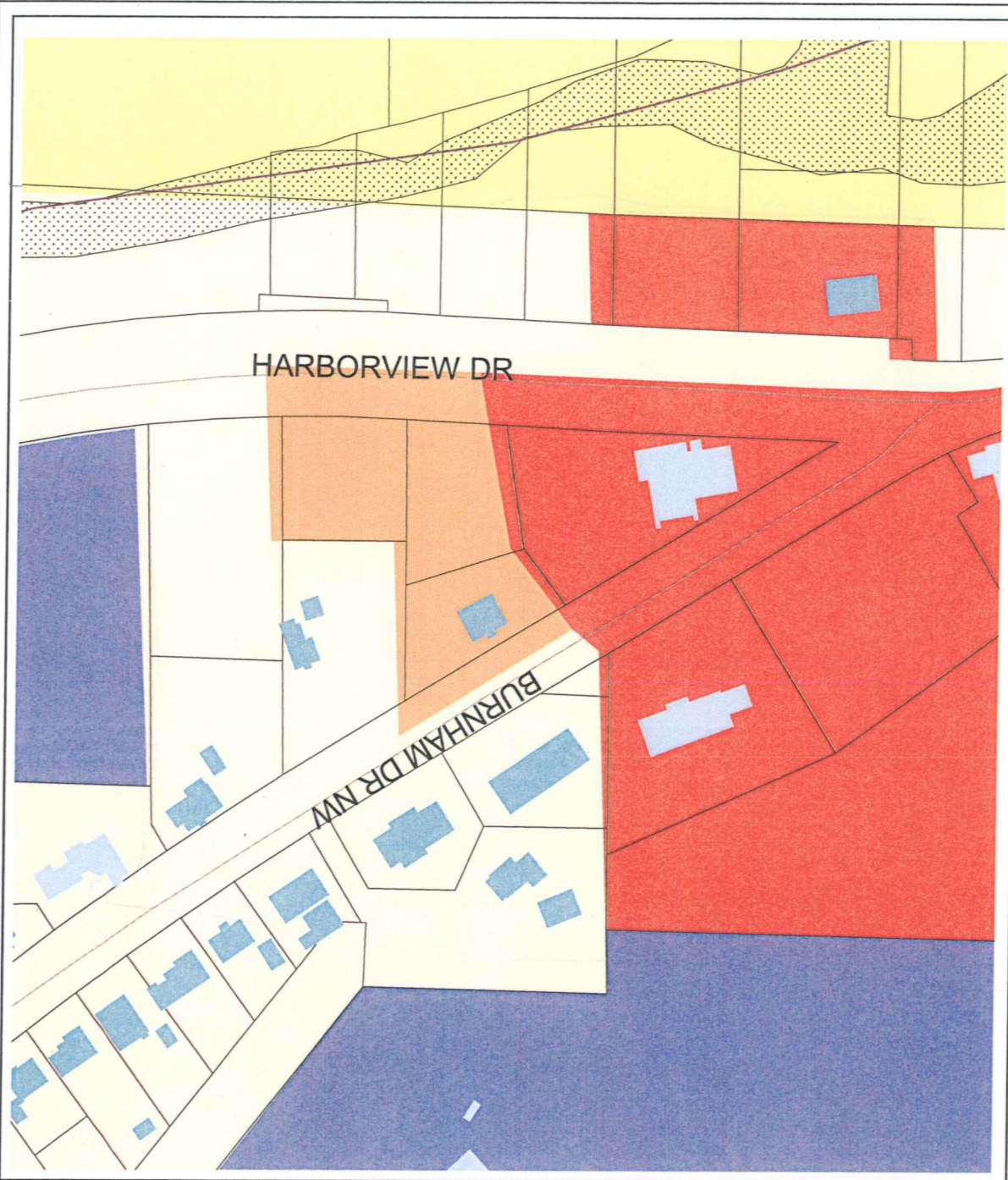


10:47 Oct 24, 2006

**Pierce County**  
Geographic Information Services

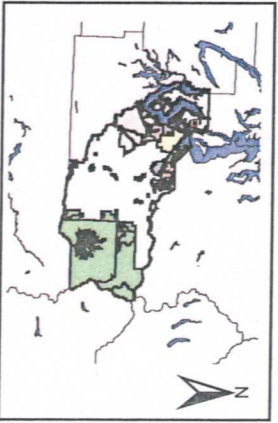
# RB-1 Burnham Drive

5.



- MAP LEGEND**
- Point/lines/Buildings/POI - GH
  - Comprehensive Zoning
  - Residential
  - 1st Tax Parcels
  - Roads
  - Hydrography - WARS
  - Supplemental Wetland Inventory
  - National Wetlands Inventory
  - CWI Wetlands
  - CWI Boundaries
  - Wetland
  - Wetland
  - Delimited
  - Zr\_map.shp
  - R-1
  - R-2
  - R-3
  - RB-1
  - RB-2
  - R-3
  - R-4
  - C-1
  - DB
  - WC
  - WNC
  - WR
  - ED
  - PCCD-BP
  - PCCD-B
  - PCCD-RB
  - PCCD-RD
  - PCCD-RMD
  - PI
  - No Zoning

Scale 1:1840

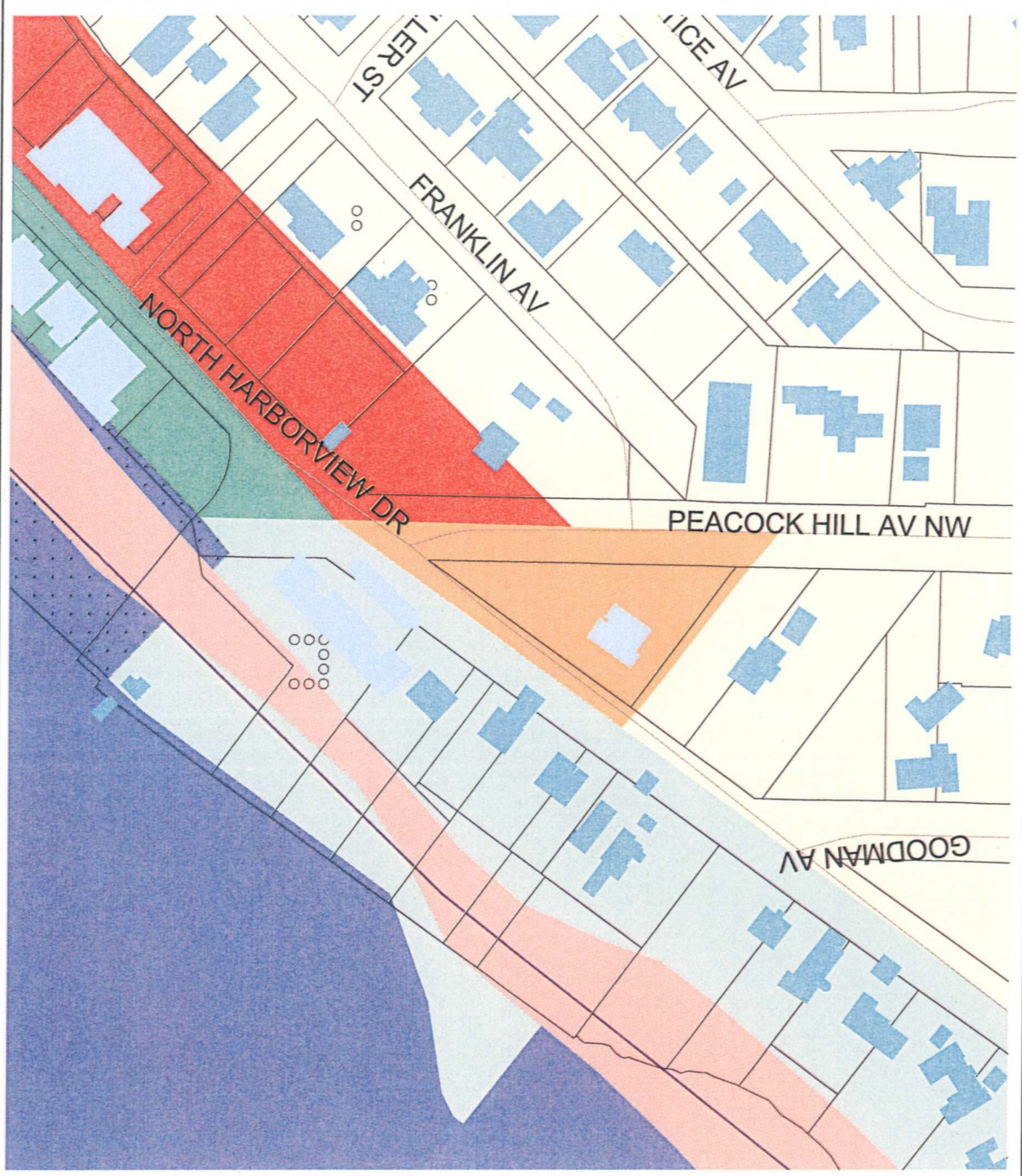


10:45 Oct 24, 2006



# RB-1 Peacock Hill Ave and North Harborview

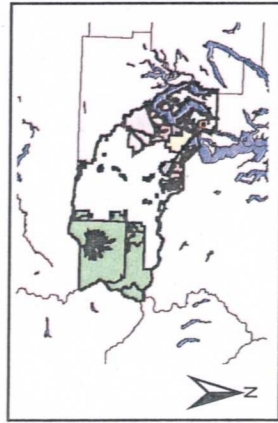
6.



**MAP LEGEND**

- Pharmaceutical Buildings (Pb) - GH
- Commercial
- Residential
- Industrial
- Roads
- Stream Hydrography WARS
- Supplemental Wetland Inventory
- National Wetlands Inventory
- CWM Wetlands
- Wetlands
- Verified
- Unverified
- 2000
- R-1
- R-2
- R-3
- RB-1
- RB-2
- B-1
- B-2
- D
- WC
- WM
- WR
- PDD-AP
- PDD-C
- PDD-CB
- PDD-ND
- PDD-RD
- PDD-HND
- P
- No Zoning

Scale 1:2031



10:48 Oct 24, 2006

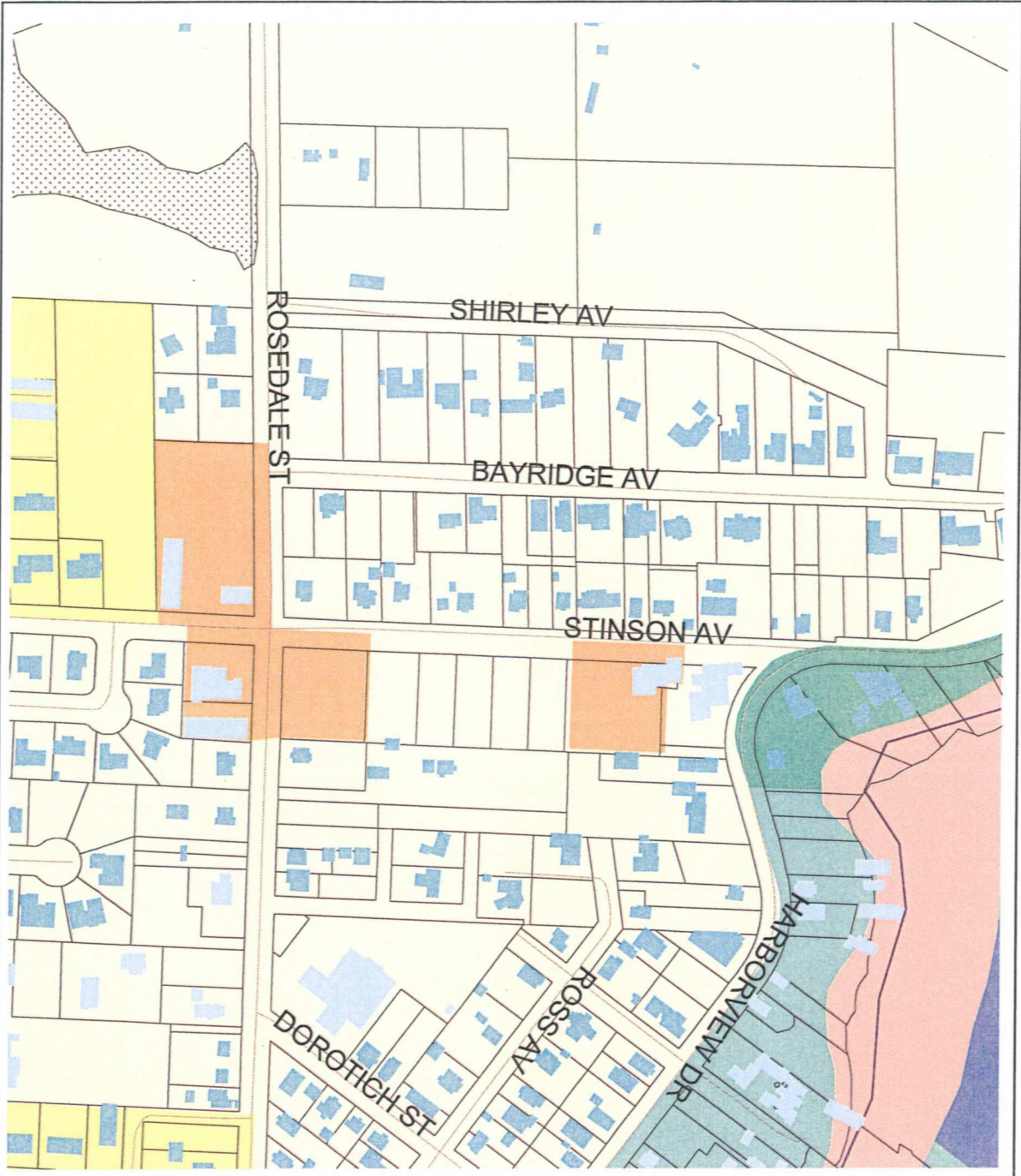
**Pierce County**

Geographic Information Services



# RB-1 Stinson Ave

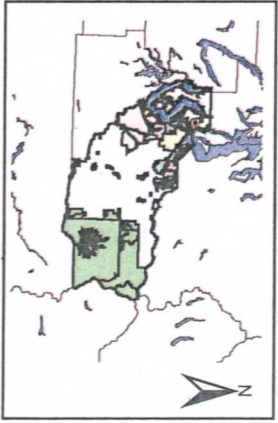
7.



### MAP LEGEND

- Plumtree-Shellridge(Poly) - GH
- Commercial
- Residential
- Residential
- Roads
- Stream Hydrography WPARIS
- Supplemental Wetland Inventory
- National Wetlands Inventory
- OWI Boundaries
- Unverified
- Verified
- Zoning
- R-1
- R-2
- R-3
- R-4
- R-5
- R-6
- R-7
- R-8
- R-9
- B-1
- B-2
- B-3
- B-4
- DC
- WC
- WM
- WR
- PDD-AP
- PDD-C
- PDD-NB
- PDD-RD
- PDD-RD
- PDD-RD
- P
- No Zoning

Scale 1:4062




10:50 Oct 24, 2006

**Pierce County**

Geographic Information Services



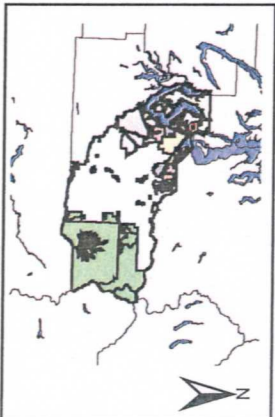
# RB-1 Soundview/Harborview

8.



- ### MAP LEGEND
- Parcels/acreage/Buildings(Poly) - GH
  - Commercial
  - Residential
  - Text Parcels
  - Streams
  - Hydrography/WARIS
  - Supplemental Wetland Inventory
  - National Wetlands Inventory
  - CWI Wetlands
  - CWI Boundaries
  - Boundaries
  - Verified
  - Unverified
  - Zn\_ump\_sfp
  - Deforested
  - R-2
  - R-3
  - RB-1
  - RB-2
  - B-2
  - C-1
  - DB
  - WM
  - WR
  - ED
  - EDC-SP
  - PCC-NB
  - PCC-RD
  - PCC-RMD
  - No Zoning

Scale 1:2031



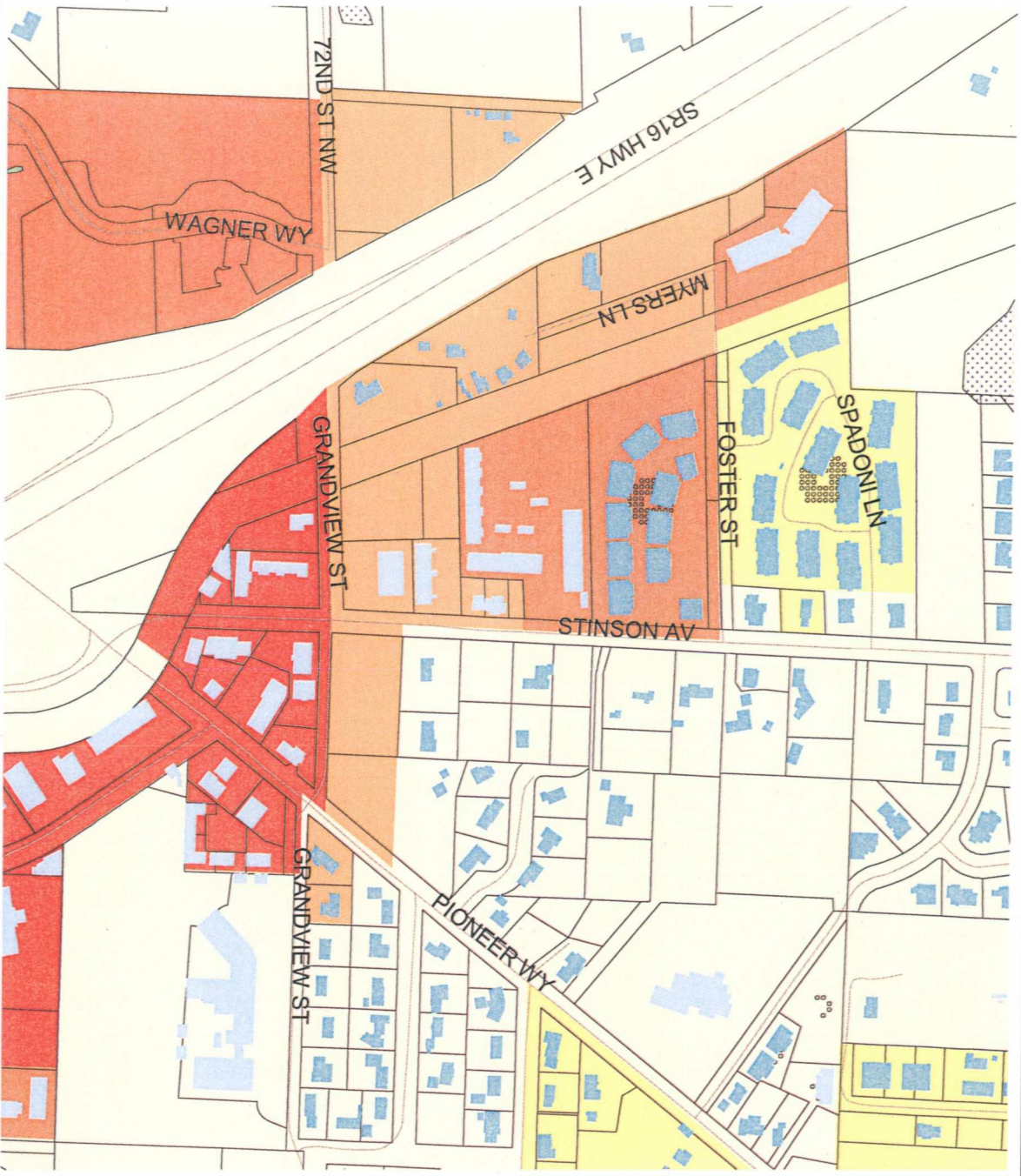
**Pierce County**  
Geographic Information Services

10:53 Oct 24, 2006



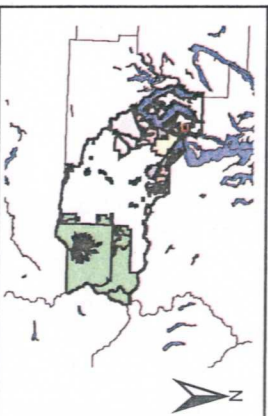
# RB-1 Grandview/Stinson

9.



- ### MAP LEGEND
- Planimetric Building Footprint - GH
  - Commercial
  - Residential
  - Tax Parcels
  - Stream Hydrography MARIS
  - Supplemental Wetland Inventory
  - National Wetlands Inventory
  - CW1 Wetlands
  - Wetlands
  - Unverified
  - Verified
  - Zn, map, ship
  - R-2
  - R-3
  - RB-1
  - RB-2
  - B-1
  - B-2
  - C-1
  - DB
  - WM
  - WR
  - ED
  - PDD-AP
  - PDD-ND
  - PDD-R/LD
  - PDD-R/M
  - No Zoning

Scale 1:5058



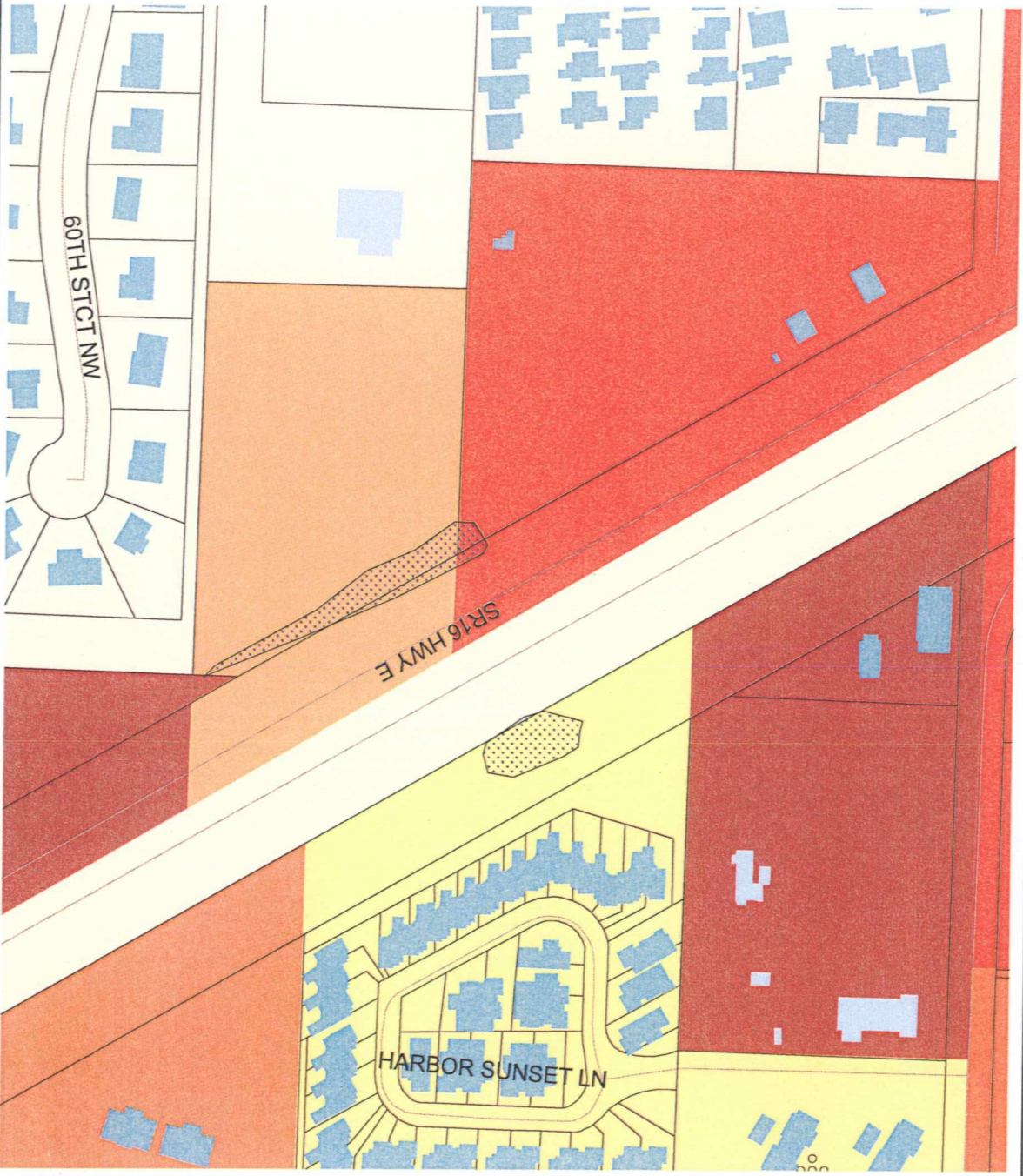
**Pierce County**  
Geographic Information Services

10:58 Oct 24, 2006



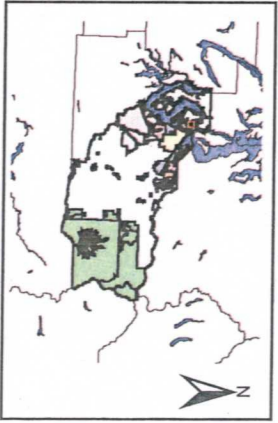
# RB-1 near Strohs Field

10.



- MAP LEGEND**
- Parish/precinct boundaries (Prc) - GH
  - Commercial
  - Residential
  - Tax Parcels
  - Roads
  - Hydrography, WARS
  - Supplemental Wetland Inventory
  - National Wetlands Inventory
  - CWI Wetlands
  - CWI Boundaries
  - Verified
  - Delimited
  - Zn\_map.shp
  - R-2
  - R-3
  - RB-1
  - RB-2
  - B-2
  - C-1
  - DB
  - MC
  - WR
  - ED
  - PCCD-BP
  - PCCD-BP
  - PCCD-NB
  - PCCD-RD
  - PCCD-RMD
  - P1
  - No Zoning

Scale 1:2529



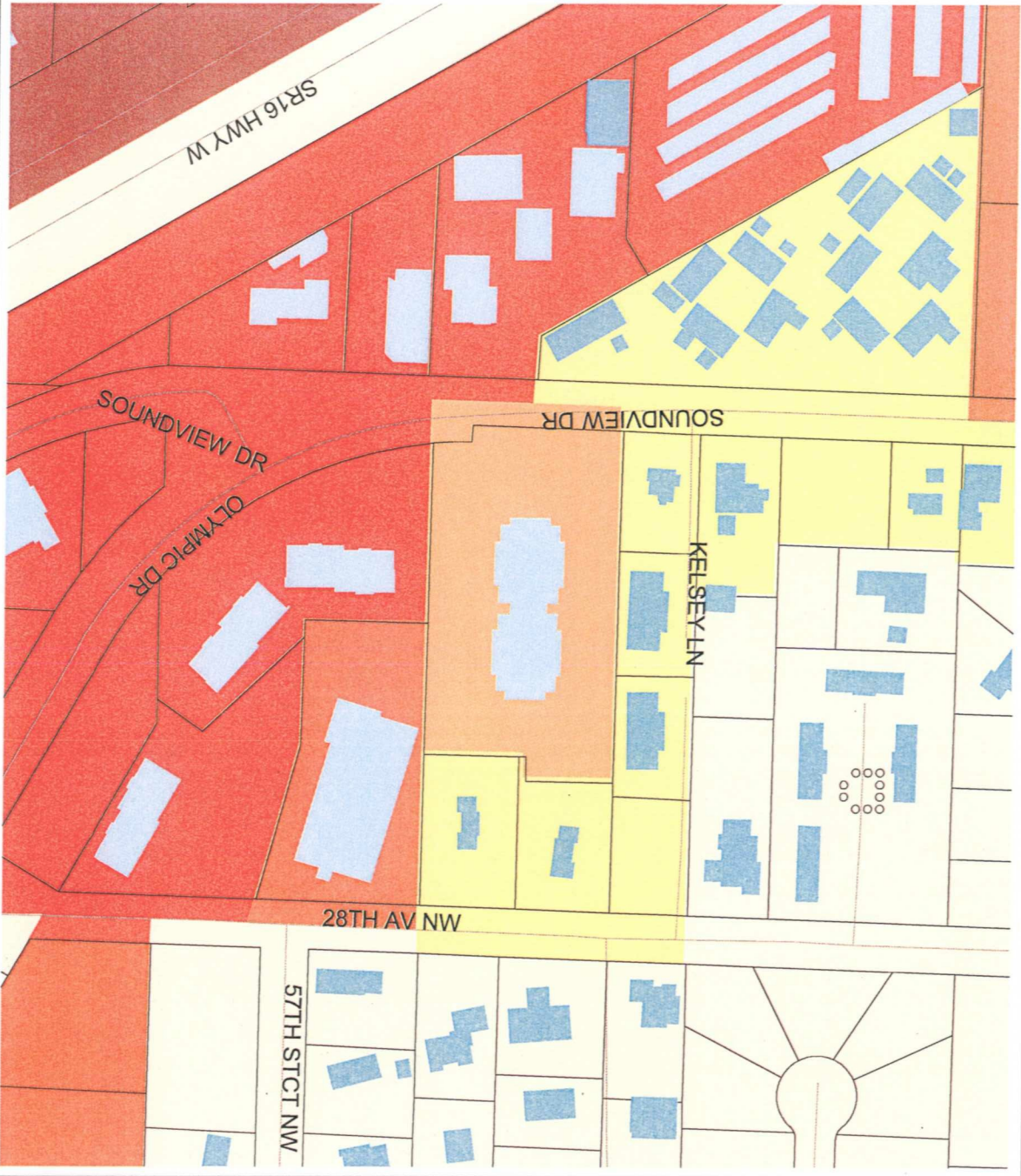
11:03 Oct 24, 2006

**Pierce County**  
Geographic Information Services



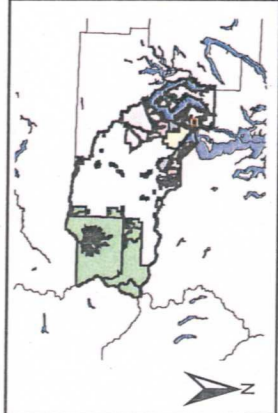
# RB-1 Top of Soundview

11.



- MAP LEGEND**
- Plummetics-Building(Poly) - GH
  - Commercial
  - Residential
  - Public
  - Tax Parcels
  - Stream Hydrography WARS
  - Supplemental Wetland Inventory
  - National Wetlands Inventory
  - CWI Wetlands
  - Unverified
  - Verified
  - Delimited
  - Zn\_mps.shp
  - R-2
  - R-3
  - RB-1
  - RB-2
  - B-1
  - B-2
  - C-1
  - WB
  - WM
  - WR
  - ED
  - PD-C-APP
  - PD-C
  - PD-C-NB
  - PD-C-RLD
  - PD-C-RMD
  - No zoning

Scale 1:2495



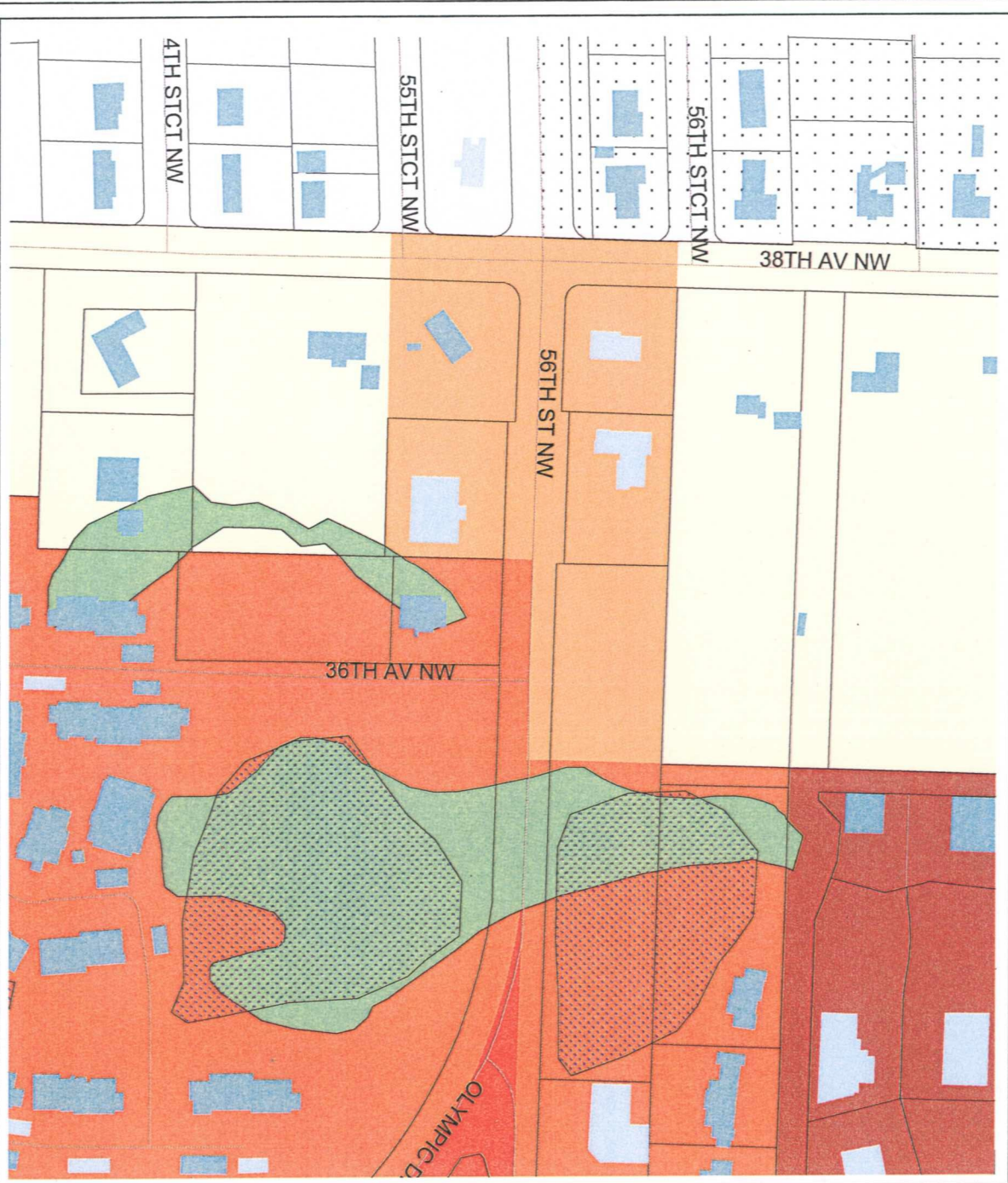
11:07 Oct 24, 2006

**Pierce County**  
Geographic Information Services



RB-1 56th St and 38th Ave

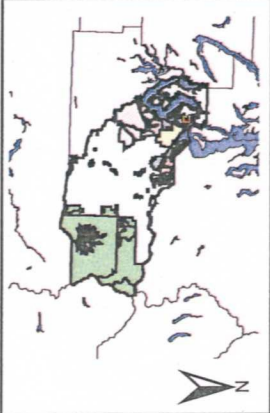
12.



**MAP LEGEND**

- Planimetric Buildings (Poly) - OH
- Commercial
- Residential
- Tract Parcels
- Stream Hydrography MARIS
- Supplemental Wetland Inventory
- National Wetlands Inventory
- CWI Wetlands
- OWI
- Unverified
- Verified
- Delineated
- Z1\_msp.stp
- R-1
- R-2
- R-3
- RB-1
- B-1
- B-2
- C-1
- C-2
- OB
- WM
- WR
- ED
- ED - app
- PCC-C
- PCC-NB
- PCC-R/LD
- PCC-RMD
- No Zoning

Scale 1:2592




11:09 Oct 24, 2006

**Pierce County**  
Geographic Information Services

**City of Gig Harbor Planning Commission**  
**Minutes of Work-Study Session**  
**December 7th, 2006**  
**Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Theresa Malich, Joyce Ninen, Harris Atkins, Jeane Derebey and Chairperson Dick Allen. Staff present: Jennifer Kester, Kristin Udem, Tom Dolan and Diane Gagnon.

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

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of November 2nd, 2006 as written.  
Pasin/Ninen – motion passed unanimously.

**NEW BUSINESS**

Chairman Dick Allen welcomed Jeane Derebey to the Planning Commission.

Planning Director Tom Dolan went over 2007 work program. He explained that the 2007 budget contains \$35,000 for Kurt Latimore to facilitate a review of the design review process. Mr. Dolan said that he will see that the Planning Commission gets a copy of the report done by Mr. Latimore as the major constraint was identified as design review. He explained that Mr. Latimore will be contacting all of the Planning Commission members to determine what issues they see in the design process and that Mr. Latimore will probably be attending a Planning Commission meeting in January to discuss these issues.

Ms. Derebey asked about receiving a list of what Mr. Latimore had worked on in the past and Mr. Dolan stated that he would get that information from Mr. Latimore. He also went over the number of carryover text amendments and noted that the next one will probably be for underground garages. He then explained the proposed flood plain ordinance and that the city is out of compliance with the state and FEMA and their standardized flood plain ordinance. He said that the Building Official/Fire Marshal and the City Attorney have asked that we have a proposed ordinance reviewed by the Planning Commission to be placed in the critical areas section of the code. Mr. Dolan stated that at the next meeting Building Official/Fire Marshal Dick Bower will be in attendance to go over the proposed ordinance.

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to remove the 5,000 square feet per lot limitation on nonresidential buildings in the RB-1 zone (ZONE 06-06-1390) and replace it with a per structure limitation.

Associate Planner Kristin Udem explained that in October we began this text amendment as proposed by the City Council after they had asked Perteet to perform an analysis of the building size limitations and had determined that the current per lot limitation would encourage short platting. She stated that they should have received several maps of RB-1 areas and some



examples of how they could be used. She noted that 45% of them are sub-dividable and 87% of those sub-dividable are considered underdeveloped.

Senior Planner Jennifer Kester addressed how underdeveloped is defined as not being developed to the highest and best use or it is vacant. She further explained that if the land value is higher than the value of the building then it is considered underdeveloped.

Commissioner Jill Guernsey arrived at 6:18.

Jim Pasin said that he noticed that many of these parcels are adjacent to residential property and by allowing the 5000 square feet with building separation you are not accomplishing anything. He said that he felt that these parcels were improperly zoned. He pointed out the piece on Rosedale that was surrounded by residential.

Commissioner Harris Atkins agreed and stated that he didn't feel the proposed change met the intent of the zone. He also agreed that the restriction didn't make sense on the larger pieces of property; however, there were many that needed to be rezoned.

Ms. Kester stated that if the Planning Commission wanted to look at rezoning, we would need to take that to the City Council. Mr. Dolan noted that one of the alternatives they have is to make a recommendation on the draft ordinance along with a recommendation that the Planning Commission look at rezoning some of the RB-1 properties.

Mr. Pasin said that there were many things to consider with each of the properties, they need to be examined individually and that there were very few that should be RB-1. It was reiterated by Commissioner Jill Guernsey that they should look at each piece and she asked if there was any discussion or support from the Planning Commission for what the proposal says.

Commissioner Joyce Ninen said that she was the most concerned with the area at Stinson and Rosedale and as it goes from R-1 to RB-1. She asked if the existing use was non-conforming and Ms. Kester explained that it was a legally non-conforming use. Mr. Dolan asked if they would like to schedule this issue for a public hearing before making a final decision.

Mr. Pasin voiced concern that they would only be getting input from RB-1 property owners on changing the square footage allowance. He suggested that they recommend rezoning and hold a public hearing on that. Commissioners Ninen and Guernsey agreed that it seemed to be a more logical sequence.

**MOTION:** Move to recommend denial of the proposal to remove the 5000 square feet per lot limitation in RB-1 until such time as we examine the RB-1 properties for possible rezoning. Pasin/Atkins -

Chairman Allen pointed out that in the staff recommendation it states that a single family residence shall be required to maintain a dense 30' vegetative buffer and wondered why you would buffer a house from a house. Ms. Kester said that is the way the code reads and suggested that perhaps it should say any non-residential development abutting a single family residence shall have a buffer and noted this could be looked at during a rezone process.



Chairman Allen called for the question and the motion passed unanimously.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335** – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455).

Chairman Allen recused himself from this item on the agenda. Ms. Guernsey asked on what basis he was doing so and he said that it was based on the state statute that would require him to recuse himself as he may have some personal profit from the outcome. Ms. Guernsey said she didn't see the need. Mr. Pasin said that he agreed that Mr. Allen should recuse himself. Ms. Guernsey stated that since they were only dealing with the 17 properties with existing net sheds and he didn't own one, she didn't see the conflict. She pointed out that the council hadn't indicated that this was in response to a lawsuit and that he had already participated. She continued by saying she felt that it was improper and unfair.

Mr. Dolan said that there had been discussion of whether this text amendment would apply to other properties so perhaps that was the concern. Mr. Allen decided that if the commission stuck to discussing the 17 existing net sheds, he would not recuse himself.

Mr. Atkins said that the proposed definition only addresses those 17 net sheds. Ms. Ninen stated that she didn't think that the exemption in and of itself would protect the net sheds and was wondering if the city could give incentives for historic preservation such as some annual amount (\$500) to entice the owners to keep their net sheds.

Mr. Pasin asked if Chairman Allen had come to a conclusion about his participation in the discussion and Mr. Allen said that he would stay. Mr. Pasin said that he thought that Mr. Allen should recuse himself but if he felt comfortable with the decision to stay on topic then he would agree to it.

Commissioner Guernsey asked why net shed owners should get more benefits than anyone else who has a historic property. Mr. Dolan answered that perhaps the council was thinking that there was a disincentive since there is such a restrictive size limitation in the waterfront zones. He further noted that some of the net sheds have been added on to and the position staff would take would be that only the historic portion of the original net shed would receive this benefit. Mr. Atkins asked if during the historic designation process that original portion could be identified and Ms. Kester answered that yes, that would be part of the criteria.

Mr. Atkins pointed out that there is no incentive to keep a net shed. Ms. Kester said that they would not be allowed to refurbish their net shed in a way that is not historic. Ms. Guernsey asked how the proposal would apply to the Puratich site, noting that some have been added on to.

Mr. Allen asked about someone wanting to rebuild their net shed. Ms. Kester said that they could not rebuild the net shed as it would be non-conforming. She further explained that if your net shed was on the historic registry and you made repairs to it that were approved by the DRB as being historically accurate, then the cost of the repairs would be deducted from your assessed improvement value, thus reducing your taxes. Mr. Allen asked for clarification and if they would be allowed to remove a building and rebuild. Mr. Dolan explained that they could

remodel, not rebuild. Ms. Ninen asked if there had been any discussion with the net shed owners and Mr. Dolan replied that there had been none.

Ms. Malich reminded everyone that basically they had to decide whether to allow this exemption or not. Ms. Guernsey said that she would agree to an exemption of a fixed amount. Ms. Kester reminded them that there still needs to be parking for these structures and they must meet the impervious coverage requirements. She stated that the uses allowed in a net shed are rather limited. She stated that if the intent is to retain these historic structures, if they only exempt a portion of it that doesn't accomplish the City Council's intent. She cited the example that the larger net sheds would not be receiving the same amount of benefit.

Mr. Allen asked what is gained by historic reservation and Mr. Pasin replied that there is a historic preservation ordinance that the community supports and the commission should support that. Mr. Dolan said that the danger in not having them on the historic registry is that they could refurbish the net sheds into something not architecturally sensitive.

Planning Director Tom Dolan announced that the January 4<sup>th</sup> meeting would be cancelled as staff will be meeting with the DRB to review the hospital. Ms. Kester asked if the Planning Commission wanted to still bring the net shed ordinance to a public hearing at the December 21<sup>st</sup> meeting. There was agreement that there should be a public hearing held on the proposed ordinance at the December 21<sup>st</sup> meeting.

There was discussion of whether all of the 17 were actually historic net sheds or whether some had been refurbished to an extent that made them no longer historic. Mr. Dolan said that the actual addresses of these structures were not in the proposed ordinance in case there were additional historic net sheds discovered or if we annexed an area then it would require us to go through changing the ordinance.

Jeane Derebey asked if the historic nomination process would include determining which portion would be the historic portion or what had been added on. Ms. Kester said that in general terms only the historic portion would be considered.

**MOTION:** Move to forward the ordinance as drafted for public hearing. Pasin/Malich – Motion passed unanimously.

Commissioner Atkins suggested that perhaps in the future they should look at the historic preservation ordinance.

## **ADJOURNMENT**

Move to adjourn at 7:35 p.m.  
Guernsey/Malich – Motion carried

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1



**City of Gig Harbor Planning Commission  
Minutes of Work-Study Session  
October 19th, 2006  
Gig Harbor Civic Center**

**PRESENT:** Commissioners Jim Pasin, Jill Guernsey, Theresa Malich, Joyce Ninen, Harris Atkins and Chairperson Dick Allen. Staff present: Jennifer Kester, Tom Dolan, Kristin Udem and Diane Gagnon.

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

**APPROVAL OF MINUTES:**

**MOTION:** Move to approve the minutes of October 5th, 2006 as written. Malich/Ninen – motion passed unanimously.

Discussion was held on time limits for discussion of each item on the agenda. Chairman Dick Allen wanted to emphasize that Planning Commission members were not limited to those times stated. Planning Director Tom Dolan stated that the time estimates were merely to assure that there was enough time on the agenda for discussion of the items.

**NEW BUSINESS**

**1. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –** Proposal by the Planning and Building Committee of the City Council to review the definitions of Clubs, Lodges and Yacht Clubs (ZONE 06-1388).

Senior Planner Jennifer Kester said that she had revised the ordinance to reflect what was discussed at the last meeting. She stated that a DNS has been issued; however, we will not be able to have a hearing before the city council since the ordinance has just been sent to the state for their 60 day review. She pointed out the areas that had been changed in the ordinance.

Mr. Allen said that he felt that all the items had been addressed. Commissioners Ninen and Atkins agreed that it appeared that all the changes had been made. Commissioner Pasin asked about the process and if there would be a hearing before the city council and Ms. Kester said that yes, there would be another public hearing at the council level

**MOTION:** Move to recommend approval of the ordinance as written. Guernsey/Atkins – Motion passed unanimously

Ms. Kester said that she would let them know when the item would go before the city council and if there were any changes.

**2. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 –** Proposal by the City Council to remove the 5,000 square feet per lot limitation on

nonresidential buildings in the RB-1 zone (ZONE 06-1390) and replace it with a per structure limitation.

Associate Planner Kristin Udem went over her staff report and the proposal. She outlined that the council had tabled this proposal in 2004 after Perteet Consultants had made the recommendations. She stated that staff would like direction on whether the Planning Commission was in favor of this proposal and if they were what types of materials and information they would like for their next work study session.

Mr. Allen clarified that the 5000 sq ft limit per lot limited one 5000 sq ft building no matter the size of the lot.

Ms. Ninen pointed out that in the work program tier it stated that the original proposal was perhaps an oversight. Ms. Kester went over what had been discussed at the original building size analysis meetings and said that perhaps there had not been much discussion of this issue.

Commissioner Jim Pasin said that what had brought this situation to light was the Spadoni Brothers property. He pointed out that it is one lot and they would be only allowed to have a 5000 sq ft. building. Mr. Pasin said that where the RB1 zones are located should be an issue in the decision making process. He thought that it was relevant that there is a zone transition requirement in the design manual; therefore, if this commercial property is next to a small residential building they will be limited in size. He also pointed out the requirement for a 30' vegetative screen and asked if that requirement applied to both residential structures as well as nonresidential. He used Spadoni Brothers as an example and wondered if they wanted to put duplexes on that site would they be required to have a buffer. He wondered if some of these sites were even correctly zoned.

Mr. Atkins asked about the rational behind creating those zones. Mr. Pasin said that it just probably happened through history. Ms. Udem pointed out the RB-1 areas. Mr. Dolan asked if it would be helpful if staff produced a map with just those zones illustrated. The Planning Commission said that they would like a paper map ahead of time and then have it on the overhead at the meeting.

Mr. Allen asked if the development of the Spadoni corner was pushing this change and Ms. Kester said that she did not believe that it was the driving force behind this proposal; however, it is an issue with that site. She also noted that Commissioner Pasin was correct in stating that with zone transition and the buffer requirements, building sizes will be limited.

Mr. Pasin noted that the DRB had also looked at a proposal on the property across the street from the Spadoni Brothers property and they were unable to develop it due to the zone transition and the buffer.

Commissioner Atkins stated that he was unable to tell at this point what would be the result of changing it to 5000 sq ft per structure and he would really like to get more of a



sense of what the change would possibly create. Commissioner Pasin stated that these properties are all next to residential so they are hard to develop.

Ms. Kester stated that there had been several people at the counter with RB1 land and when they find out that there is a 5000 sq. ft. per lot limitation, there is a reaction that if they have an acre or more it just doesn't work so then they short plat the property so that they can develop it and it doesn't necessarily create a holistic site plan.

Mr. Atkins observed that even if there was a 5000 sq ft per building limitation, perhaps that doesn't even make sense and suggested that perhaps we should be rethinking the zoning. Ms. Kester said that if that was where they wanted to go that would have to go back to council.

Commissioner Guernsey noted that in the intent section of the RB1 zone it references a gross floor area per lot, so the change would have to be made there also.

Ms. Udem stated that she would bring back some enhanced maps and examples of what could be developed under the current standards and how it would change if the regulation were changed. Mr. Dolan said that they would show the short platting scenario also. Mr. Allen asked that the examples show possible parking and landscaping.

**3. City of Gig Harbor, 3510 Grandview Street, Gig Harbor WA 98335 – Proposal by the City Council to exempt net sheds from the building size limitations (ZONE 06-1455)**

Chairman Dick Allen stated that this issue was of great importance to him. He asked where this proposal had been initiated. Planning Director Tom Dolan stated that the request for this ordinance came from the city council, they were concerned if a property has a net shed, it may be preferable to the applicant to remove the net shed in order to increase the ability to develop the upland portion within the building size limitations. This was of great concern to the city council as they felt that net sheds were an integral part of this community and they asked that the Planning Commission consider exempting net sheds from the square footage limits. He stated that staff had just completed an inventory of net sheds and that he will present a PowerPoint presentation of all 15 net sheds along with their current use, size and ownership. He stated that at this initial discussion he was just asking whether the Planning Commission was in support of this proposal.

Commissioner Pasin clarified that if there is a 3500 square footage limitation and there is an existing net shed and if they want to build something, the net shed would not be included in the calculation under this current proposal. Mr. Pasin said he also had a question about the use of net sheds and would we be putting limitations on the future use of net sheds. Mr. Dolan said that they could choose to consider that; however, that was not the task set before them by the city council.

Mr. Allen said that there were very few net sheds that were actually still net sheds. He gave a history of the use of cotton seines. He stated that fishermen used to have to dip them in tar and a solution and then they had to be hung to dry so as to avoid deterioration of the nets. He continued by saying that around 1950 when synthetic netting came along you no longer had to treat them or hang them. He noted that of the sheds that are left they have deteriorated and their uses are changing. He noted that really what we are talking about is the Burton/Steel proposal. He noted that they are building three upland buildings and are saturating their property and now they want to be able to use the net shed as a social area and/or office space for the marina. He stated that his concern was that if someone is going to over develop the property they should not be allowed to use the net shed. If we are going to exempt net sheds then every property on the water should have the same privilege. He felt that other property owners would take it to court. Mr. Dolan stated that this was discussed at the September 25<sup>th</sup> meeting after the executive session.

Commissioner Theresa Malich asked how shoreline regulations allow the conversion of a water dependent use to a dwelling unit. Ms. Kester stated that you cannot have buildings that are water ward of the ordinary high water mark and you cannot legally convert a net shed into something not water dependent. Ms. Malich asked if Gig Harbor's code could override the state law. She cited an example of a conversion that had not been legally converted. Ms. Kester stated that in the new Shoreline Master Program update we will have to show that there is enough space for water dependent uses, so we probably won't be getting rid of this requirement. She continued by saying that the issue is how can someone build anything on a normal lot on the water if they have a net shed and stated that perhaps this was more of a historic preservation issue. Commissioners Guernsey and Atkins both noted that anyone can take down a net shed regardless. Mr. Allen noted that it was unfair to other properties that would not be allowed to build as many buildings. Ms. Guernsey clarified the issues with the shoreline regulations, the building sizes and historic preservation. She stated that she felt that the issue Mr. Allen had raised was the most important to address.

Mr. Dolan reiterated the council's concerns. Ms. Malich stated that those net sheds that had been refurbished do look nice. Mr. Allen stated that these buildings are no longer net sheds, so we aren't preserving net sheds. Mr. Pasin asked if someone has a piece of property and wanted to build a new net shed would the square footage limitation apply. Ms. Kester answered that over water construction is only allowed for fisheries related activities or water dependent uses.

Commissioner Ninen asked if the demolition of the existing net sheds would have a negative impact to the character of Gig Harbor. Mr. Allen said that there is a particular net shed with a metal roof with ship lap siding that has been standing since 1939 and he didn't think that was the character we wanted to preserve. He noted that there is no real reference to the net sheds in the comprehensive plan. He then said that the buildings do need to be defined.

Mr. Pasin stated that part of his concern was that some of these buildings that may seem to be in poor condition may be redeveloped into something we would not want to



see. He asked if Mr. Allen's concern was what size the other buildings may be and asked if he was concerned with the use of existing net sheds. Mr. Allen said he was not concerned with how they were going to be used. He emphasized that the public has stated over and over that they think scale is important in the downtown and he doesn't want to just ignore that. He suggested that we could take the route that La Conner has done. Mr. Pasin stated that he did not think that the net sheds had been considered when the building size analysis had been done. Mr. Atkins stated that it seemed there were two questions; one is whether the intent of the council was to preserve the net sheds. He stated that they would need suggestions from staff, because just exempting them from the building size won't accomplish preservation. The second question is what do we want to do, do we capture the use of the net shed or do you allow it to be used for whatever. Ms. Guernsey agreed and added that she felt that the city council needed to address the need to preserve historic structures rather than tie it to the square footage limitation. She stated that she didn't want to get into the usage issue at this time but did feel that it was important to preserve the net sheds, but it should be addressed head on.

Mr. Dolan suggested that staff bring back the additional information at the next meeting and then the Planning Commission could continue the discussion and make a recommendation at that time. Mr. Pasin agreed that it would give more food for thought and also time to formulate our thoughts. He also said that he thought there should not be an issue regarding the age of the net shed. Ms. Ninen asked how big they were and Mr. Allen said that most are right around 1200 square feet; however, some are 2500 square feet. Ms. Ninen asked how the net sheds were taxed. Ms. Guernsey said that she felt that they were being taxed as whatever the rest of the parcel was being taxed.

Mr. Pasin suggested that perhaps the issue is what the definition of a net shed is. Mr. Allen said that a net shed was for the storage and maintenance of fishing equipment and that there were only a couple left. He suggested that perhaps they should be called historic net sheds. Mr. Dolan clarified that they were suggesting that perhaps there should be more stringent historic standards that would prevent their destruction.

Mr. Allen reiterated that he felt that this was really only about one property. Ms. Kester said that there were other properties where this was an issue. She also noted that only about 400 sq ft of the net shed is actually on the Burton/Steel property.

Chairman Allen again asked how this issue was put to the top of the tier list. Mr. Dolan passed out copies of the minutes of the city council meeting at which this recommendation was made. Mr. Allen pointed out that this was for existing net sheds only and that other properties would not enjoy the same benefit. Mr. Dolan said that he believed that was the council's intent as there was a historic benefit to the existing net sheds. He said he would be talking to the city attorney about the legalities of being able to provide such an incentive.

## **UPCOMING MEETINGS**



November 2nd, 2006 – Work-Study Session on net sheds

November 16<sup>th</sup>, 2006 – Work-Study Session on RB-1 size limitations.

Mr. Pasin suggested that perhaps there could be a work study session on tree retention in residential and commercial properties. Ms. Ninen said that she had encountered information on the subject of tree preservation from another city and said she would forward it to staff. Mr. Dolan said that it will be a major undertaking, to fully analyze the subject of the landscaping standards and tree retention. Ms. Kester said that at this time it was still at the discussion stage with staff and the mayor and perhaps they would bring the DRB and Planning Commission together for discussion on this subject. Ms. Ninen asked where the regulations were located and Ms. Kester said that some of it is in the zoning code and some is in the design manual and that is why both boards will be involved and that the major thrust of the amendment is to get them all in one place. Mr. Pasin passed around a photo that he had received in the mail and noted that the real concern with tree retention should be with the future residential development.

### **ADJOURNMENT**

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

CD recorder utilized:  
Disc #1 Track 1  
Disc #2 Track 1



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** Presentation of Design Review Process Improvement Initiative

**Proposed Council Action:**  
None required, informational only

**Dept. Origin:** Community Development Department

**Prepared by:** Jennifer Kester, Senior Planner *JK*

**For Agenda of:** February 12, 2007

**Exhibits:** None

Initial & Date

**Concurred by Mayor:** *JK for CH*  
**Approved by City Administrator:** *JK 2/8/07*  
**Approved as to form by City Atty:** *N/A*  
**Approved by Finance Director:** *N/A*  
**Approved by Department Head:** *JK 2/7/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION/BACKGROUND**

In 2006 the Council approved two contracts with The Latimore Company, LLC (TLC) for an evaluation of the business procedures within the Community Development Department. In summary, the evaluation identified that the City of Gig Harbor's design review process was a constraint to new development. In January of 2007, the Council amended the contracts with The Latimore Company to facilitate the development of a series of text amendments that will refine the design review process and to facilitate a review of the Comprehensive Plan to ensure that the goals and policies in the Design Element of the Comprehensive Plan are consistent with the values and desires of the City.

Staff has begun working with Kurt Latimore to refine the process and gain stakeholder support. Mr. Latimore has met with the Design Review Board, Planning Commission and the Planning and Building Committee and presented the process for the Design Manual Process Improvement Initiative. At your February 12, 2007 meeting, Mr. Latimore will give a PowerPoint presentation on this initiative. On February 15, 2007 at 6pm, the Planning Commission will hold a kick-off meeting with all stakeholders (DRB members, interested developers and community members). The Council is invited to this meeting.

**RECOMMENDATION / MOTION**

None required, informational only



Business of the City Council
City of Gig Harbor, WA

Subject: First Reading of Ordinance Relating to Annexation and Zoning – Hansen (ANX 06-1313)

Proposed Council Action: Adopt Ordinance at Second Reading

Dept. Origin: Community Development

Prepared by: John P. Vodopich, AICP
Community Development Director

For Agenda of: February 12, 2007

Exhibits: Ordinance w/ Vicinity & Location Maps

Concurred by Mayor: Initial & Date
Approved by City Administrator:
Approved as to form by City Atty:
Approved by Finance Director:
Approved by Department Head:

Table with 4 columns: Expenditure Required, Amount Budgeted, Appropriation Required. Values are 0, 0, 0.

INFORMATION / BACKGROUND

The City received a complete Notice of Intention to Commence Annexation Proceedings for a proposal to annex approximately 2.5 acres of property located at the corner of 46th Avenue NW (Skansie Avenue) and Forest Lane, adjacent to the existing City limits and within the City's Urban Growth Area (UGA).

The City received the petition for annexation on October 9, 2006, which was subsequently certified by the Pierce County Office of the Assessor-Treasurer on October 20, 2006 as being legally sufficient.

At the conclusion of a public hearing on November 13, 2006, the Council passed Resolution No. 692 accepting the annexation petition and referred the annexation to the Pierce County Boundary Review Board for consideration.

Adoption of an Ordinance annexing the property and establishing zoning is in order.

FISCAL CONSIDERATION

Minimal, the Finance Director has noted that the annexation will bring in \$163.24 to the General Fund and \$32.94 to the Eddon Boat Debt Service fund - the total increase in property taxes for 2007 is \$196.18.

BOARD OR COMMITTEE RECOMMENDATION

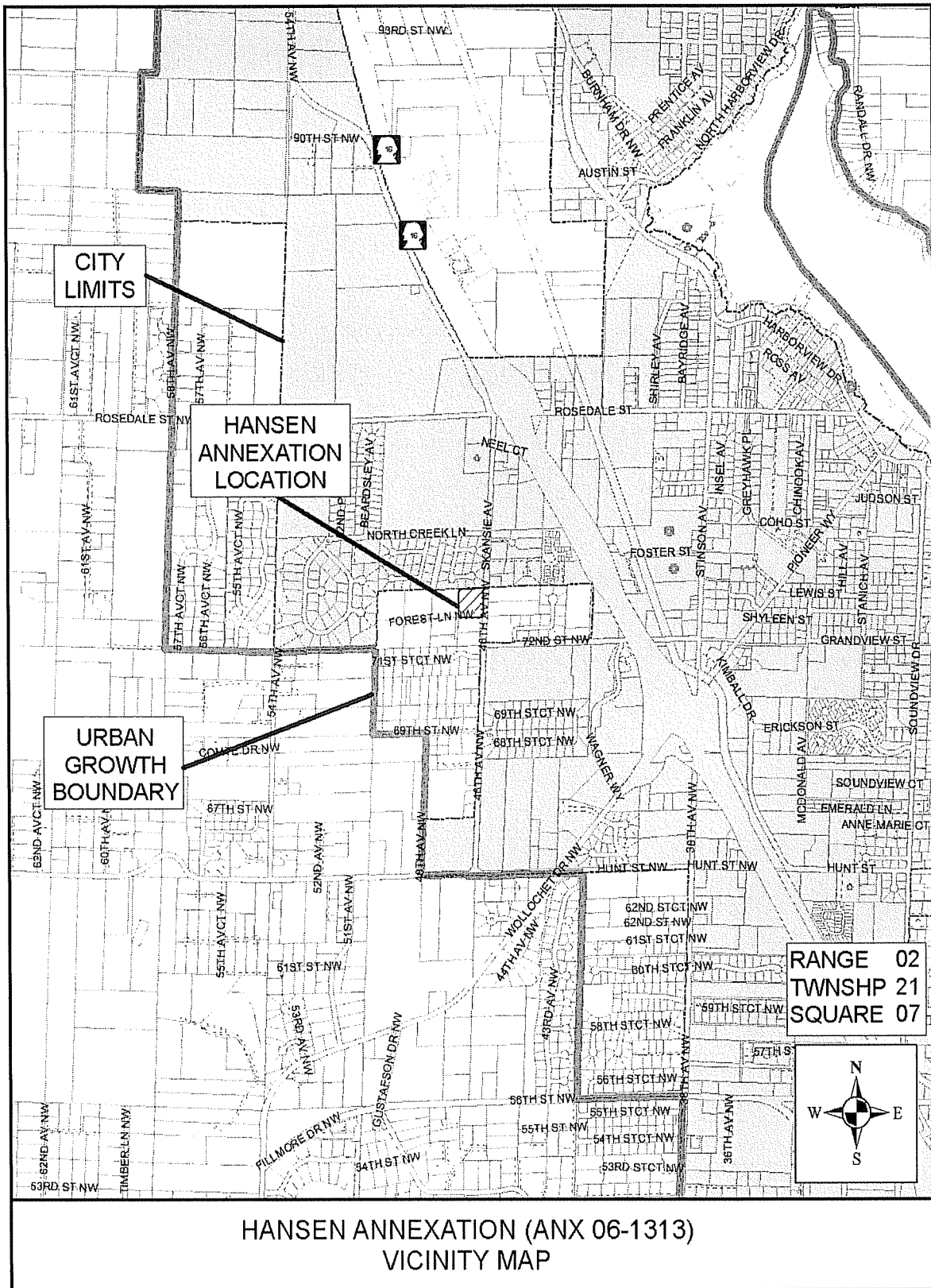
The Boundary Review Board deemed the annexation approved on January 12, 2007.

RECOMMENDATION / MOTION

Move to: Adopt Ordinance at Second Reading.



HANSEN ANNEXATION (ANX 06-1313)  
LOCATION MAP



HANSEN ANNEXATION (ANX 06-1313)  
VICINITY MAP



Pierce County  
Boundary Review Board

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

RECEIVED

JAN 22 2007

CITY OF GIG HARBOR  
OPERATIONS & ENGINEERING

January 12, 2007

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

Re: Proposed Annexation to City of Gig Harbor – Hansen, A-06-11

Dear Mr. Vodopich:

The forty-five (45) day period has elapsed since the Notice of Intention was officially filed with the Pierce County Boundary Review Board on November 22, 2006, and the Board's jurisdiction has not been invoked.

Accordingly, as provided by RCW 36 93.100, the subject proposal is deemed approved by the Boundary Review Board.

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

Sincerely,

Toni Fairbanks  
Chief Clerk

Enclosure

F:\clerk\BRB\annexations\A-06-11 Route.doc





**CITY OF GIG HARBOR  
ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, RELATING TO ANNEXATION AND ZONING, ANNEXING APPROXIMATELY 2.5 ACRES OF PROPERTY LOCATED AT THE CORNER OF 46<sup>th</sup> AVENUE NW (SKANSIE AVENUE) AND FOREST LANE (ANX 06-1313), ADOPTING SINGLE-FAMILY RESIDENTIAL (R-1) ZONING, AND REQUIRING THE PROPERTY OWNERS TO ASSUME THEIR PROPORTIONATE SHARE OF INDEBTEDNESS.**

---

WHEREAS, the City of Gig Harbor received a Notice of Intent to Annex approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, 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 September 25, 2006, the City Council met with the initiators of the petition and voted (Young/Kadzik, 6-0-0) to authorize circulation of the annexation petition subject to certain conditions including adoption of pre-annexation Single-Family Residential (R-1) zoning, and requiring that the property owners assume all of the existing indebtedness of the area being annexed; and

WHEREAS, on October 9, 2006, the petition for annexation of the property described in Exhibit A and graphically depicted on Exhibit B was received by the City; and

WHEREAS, on October 20, 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, the property described in Exhibit A and graphically depicted on Exhibit B proposed to be annexed is within the Urban Growth Area as established by Pierce County and included in the Comprehensive Plans of both the County and the City of Gig Harbor; and

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

WHEREAS, the proposed pre-annexation zoning of Single-Family Residential (R-1) 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 November 13, 2006, the City Council, following a public hearing on the annexation petition, voted (Payne/Young, 7-0-0) to declare its intent to authorize and approve the annexation and the proposed pre-annexation Single-Family Residential (R-1) zoning for the area described in Exhibit A and graphically depicted on Exhibit B, subject to Boundary Review Board approval (Resolution No. 692); and

WHEREAS, on October 24, 2006, the Notice of Intention, together with supporting documentation, was submitted to the Chief Clerk of the Pierce County Boundary Review Board; and

WHEREAS, on November 27, 2006, the Chief Clerk of the Pierce County Boundary Review Board deemed the annexation proposal as complete, set the official filing date as November 22, 2006, initiated the forty-five (45) day review period, and

noted that the period during which jurisdiction could be invoked would expire on January 8, 2007; and

WHEREAS, on January 12, 2007, the Pierce County Boundary Review Board issued a written decision approving the annexation of the property as described in Exhibit A and graphically depicted in Exhibit B; and

WHEREAS, the City Council considered this Ordinance during its regular City Council meetings of February 12 and February 26, 2007; Now, Therefore,

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

Section 1. The Gig Harbor City Council hereby approves the annexation of approximately 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, 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 2.5 acres of property located at the corner of 46<sup>th</sup> Avenue NW (Skansie Avenue) and Forest Lane, 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), in accordance with the Gig Harbor Municipal Code, Title 17;

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

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

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

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

PASSED by the Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_\_ day of \_\_\_\_\_ 2007.

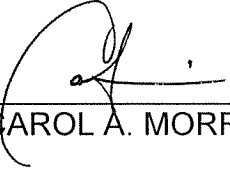
APPROVED:

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM;  
OFFICE OF THE CITY ATTORNEY:

BY:  \_\_\_\_\_  
CAROL A. MORRIS

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

**Exhibit "A"**

**LEGAL DESCRIPTION**

**Hansen Property Annexation (ANX 06-1313)**

(PER STATUTORY WARRANTY DEED AF#200509090786)

THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE  
SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 7,  
TOWNSHIP 21 NORTH, RANGE 2 EAST OF THE WILLAMETTE MERIDIAN.

AND INCLUDING THE EAST HALF OF 46<sup>TH</sup> AVENUE NW (A.K.A. MCDOUGALL  
COUNTY ROAD) ABUTTING SAID PARCEL

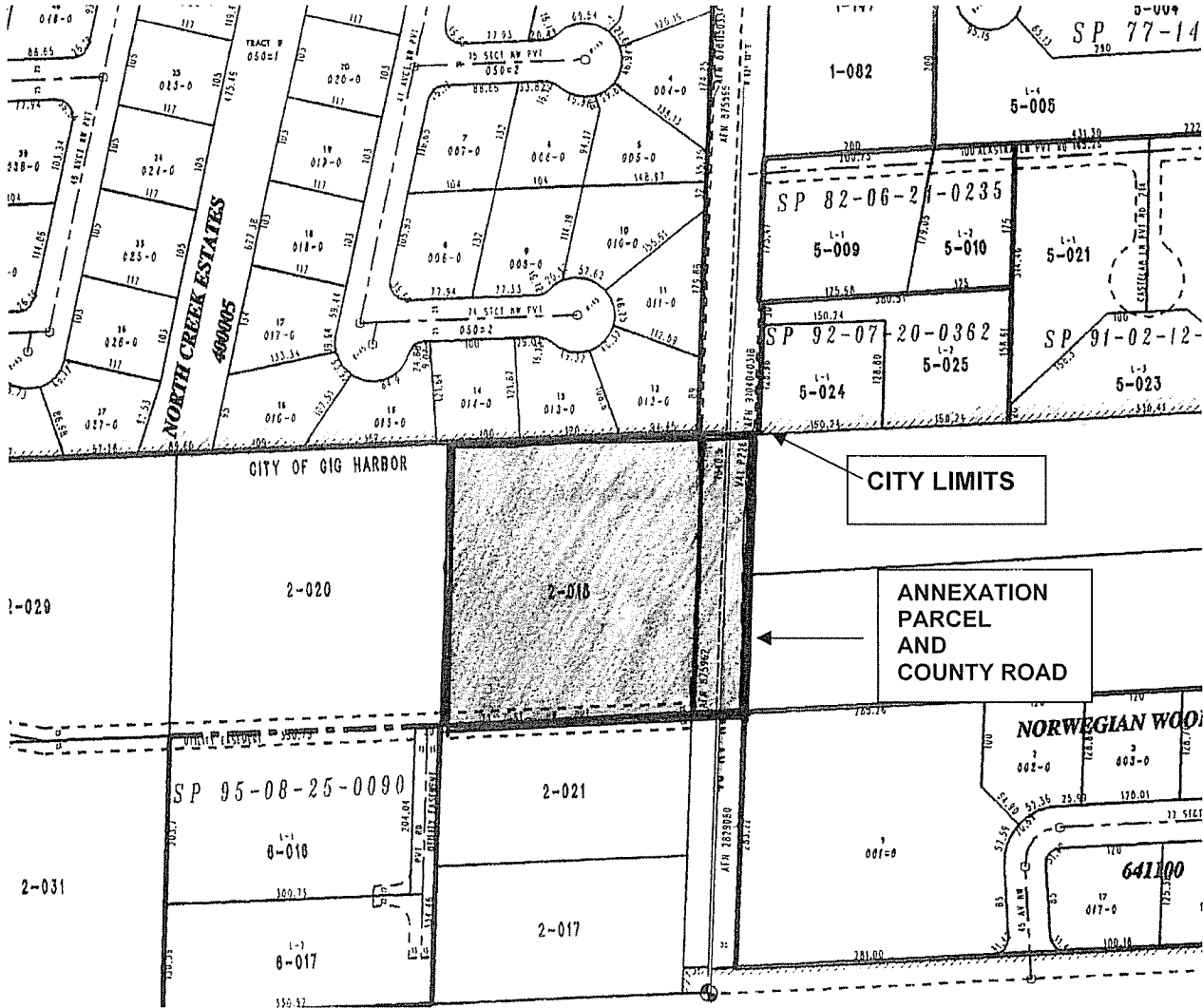
SITUATE IN THE COUNTY OF PIERCE, STATE OF WASHINGTON.



EXHIBIT "B"

ANNEXATION PARCEL MAP

Hansen Property Annexation (ANX 06-1313)





**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** First Reading of an Ordinance  
Adopting a New Speed Limit on Portions of  
Certain City Streets

**Proposed Council Action:** Adopt Ordinance  
at Second Reading

**Dept. Origin:** Community Development  
**Prepared by:** Stephen Misiurak, P.E. *EM*  
City Engineer

**For Agenda of:** February 12, 2007

**Exhibits:** Ordinance w/ Speed Zone Studies

	Initial & Date
<b>Concurred by Mayor:</b>	<i>CH</i> 2/7/07
<b>Approved by City Administrator:</b>	<i>RSK</i> 2/5/07
<b>Approved as to form by City Atty:</b>	<i>Cam</i> 2/31/07
<b>Approved by Finance Director:</b>	<i>DR</i> 2/1/07
<b>Approved by Department Head:</b>	<i>JM</i> 1/31/07

Expenditure	Amount	Appropriation
Required 0	Budgeted 0	Required 0

**INFORMATION / BACKGROUND**

In July 1998, Council approved an Ordinance establishing speed limits on certain portions of City streets (GHMC 10.14). RCW 46.61.400 establishes the maximum lawful speed limit on City streets as 25 MPH. RCW 46.61.415 provides the City the option of altering the maximum speed limit, "on the basis of an engineering and traffic investigation."

State and Federal guidelines recommend that speed limits be reevaluated every five years or whenever the roadway segments have undergone a significant change in characteristics or surrounding land use.

City staff has conducted engineering and traffic speed zone investigation studies on various City streets that have posted speed zones. The study results are provided in the attached spreadsheet, entitled "2006 Speed Zone Studies Summary of Data". Proposed changes are as follows:

- Adjust the limits of some existing speed zones for clarity.
- Modify the existing speed zone(s) on 56<sup>th</sup> Street to provide a speed limit consistent in the eastbound and westbound directions.
- Establish additional speed zones where posted speed limit signs (other than 25 mph) were observed within the City limits. New speed zones proposed on Borgen Boulevard, Bujacich Road, Wollochet Drive, Skansie Avenue and North Harborview Drive.

This Ordinance will re-establish existing speed limits and establish six new speed zones on various City streets based upon the results of the engineering and traffic speed zone analysis.

**FISCAL CONSIDERATION**

None.

**BOARD OR COMMITTEE RECOMMENDATION**

This item was reviewed at the Public Works Committee meeting of January 18, 2007 and agreed that it would be brought forward for Council approval.

**RECOMMENDATION / MOTION**

**Move to:** Adopt Ordinance at Second Reading.

**ORDINANCE NO.**

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON ADOPTING A NEW SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE NW, 56TH STREET, BORGEN BOULEVARD, BUJACICH ROAD/54<sup>TH</sup> AVENUE, WOLLOCHET DRIVE, SKANSIE AVENUE AND NORTH HARBORVIEW DRIVE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 10.14.030, AND ESTABLISHING AN EFFECTIVE DATE.**

---

WHEREAS, RCW 46.61.400 establishes the maximum lawful speed limit on city streets as 25 mph; and

WHEREAS, RCW 46.61.415 provides an authorized agency with the option of altering the maximum speed limit, "on the basis of an engineering and traffic investigation" to establish the proper maximum speed limit; and

WHEREAS, in January of 1998, the Gig Harbor Public Works staff conducted an engineering and traffic investigation study regarding the speed limits in some of these areas; and

WHEREAS, Ordinance 797, establishing speed limits on certain portions of City Streets was passed by the City Council on July 13, 1998: and

WHEREAS, state and federal guidelines recommend that an authorized agency should reevaluate speed limits on segments of their roadways that have undergone a significant change in roadway characteristics or surrounding land use since the last review or every five years; and

WHEREAS, in November 2006, the Gig Harbor Public Works staff conducted engineering and traffic investigation studies for each roadway segment in the City where the maximum speed limit has been altered; and

WHEREAS, these studies are summarized in the attached summary of data dated November 19, 2006 to the Mayor and City Council from Stephen T. Misiurak, City Engineer; and

WHEREAS, the City Engineer recommends that the speed limits on certain portions of City streets be re-established; and

WHEREAS, the City's SEPA Responsible Official has determined that this ordinance is exempt from SEPA under WAC 197-11-800(19); Now, Therefore,

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

Section 1. 10.14.030 of the Gig Harbor Municipal Code is hereby amended to read as follows:

**10.14.030 Speed Limits.** The maximum lawful speed limit for all streets within the City shall be 25 miles per hour, except as designated below: ~~Speed limits shall be established on certain streets and segments of the City as follows:~~

<u>STREET</u>	<u>SPEED</u>
A. Burnham Drive, from the 9400 block To the northwesterly City limits at the State Route 16 interchange at <del>Swede Hill</del> <u>Borgen Boulevard</u> :	35
B. Canterwood Boulevard, from its intersection with Burnham Drive to the northerly city limits:	35

C.	Hunt Street, from Skansie Avenue to 38th Avenue:	30
D.	Olympic Drive, from 56th Street to Point Fosdick Drive:	30
E.	Peacock Hill Avenue, from 100th Street Court to <del>the northerly city limits</del> <u>Borgen Boulevard:</u>	35
F.	Point Fosdick Drive, from Olympic Drive to 44th Street:	30
G.	Point Fosdick Drive, from 44th Street to the southerly city limits <u>at 36<sup>th</sup> Street NW:</u>	35
H.	38th Avenue, from 56th Street to Hunt Street:	30
I.	38th Avenue, from 56th Street to Briarwood Lane:	30
J.	56th Street, from Olympic Drive to <del>Westerly city limits (westbound)</del> <u>38<sup>th</sup> Avenue:</u>	<del>35</del> <u>30</u>
K.	<u>Borgen Boulevard from the Burnham Drive to Harbor Hill Drive:</u>	<u>35</u>
L.	<u>Borgen Boulevard from Harbor Hill Drive to Peacock Hill Avenue:</u>	<u>35</u>
M.	<u>Bujacich Road/54<sup>th</sup> Avenue from 500' north of Rosedale Street to the northerly city limits at 96<sup>th</sup> Street NW:</u>	<u>35</u>
N.	<u>Wollochet Drive from Hunt Street to Eastbound SR 16 Off-Ramp:</u>	<u>35</u>
O.	<u>Skansie Avenue from Hunt Street to 500' south of North Creek Lane:</u>	<u>35</u>



P.	<u>N. Harborview Drive from Burnham Drive to Peacock Hill Avenue:</u>	20
K.	<u>56<sup>th</sup> Street, from the westerly city limits to The 3600 block (eastbound)</u>	35
L.	<u>56<sup>th</sup> Street, from the 3600 block to Olympic Drive (eastbound):</u>	30

Section 2. The City Traffic Engineer is hereby authorized and directed to cause appropriate speed limit signs to be posted informing the public of the speed limits specified in this ordinance.

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

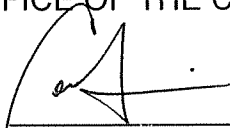
Section 4. Effective Date. This ordinance shall take effect and be in full force five (5) days after publication of an approved summary consisting of the title.

APPROVED:

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

ATTEST/AUTHENTICATED:  
CITY CLERK, MOLLY TOWSLEE

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY:

BY  \_\_\_\_\_  
CAROL A. MORRIS

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

**SUMMARY OF ORDINANCE NO.**

of the City of Gig Harbor, Washington

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On the \_\_\_ day of \_\_\_\_\_, 2007, the City Council of the City of Gig Harbor, passed Ordinance No. \_\_\_\_. A summary of the content of said ordinance, consisting of the title, provides as follows:

AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON ADOPTING A NEW SPEED LIMIT ON CERTAIN PORTIONS OF THE FOLLOWING CITY STREETS: BURNHAM DRIVE, CANTERWOOD BOULEVARD, HUNT STREET, OLYMPIC DRIVE, PEACOCK HILL AVENUE, POINT FOSDICK DRIVE, 38TH AVENUE NW, 56TH STREET, BORGEN BOULEVARD, BUJACICH ROAD/54<sup>TH</sup> AVENUE, WOLLOCHET DRIVE, SKANSIE AVENUE AND NORTH HARBORVIEW DRIVE; AMENDING GIG HARBOR MUNICIPAL CODE SECTION 10.14.030, AND ESTABLISHING AN EFFECTIVE DATE.

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

DATED this \_\_\_ day of \_\_\_\_\_, 2007.

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CITY CLERK, MOLLY TOWSLEE

**City of Gig Harbor  
2006 Speed Zone Studies Summary of Data**

City of Gig Harbor 2006 Speed Zone Studies Summary of Data	Limits:		To	Classification	Existing Speed		Proposed Speed		85th %tile		10 Mile Pace		ADT		Length of Road Segment		No. of accidents (3-yr thru 10-06)		Accident Rate (acc/mv/m)		Comments
	From	From			Limit	Limit	Speed	Speed	Speed	Speed	Pace	Pace	Pace	Pace	% in	% in	ADT	ADT	Segment	Segment	
A	Burnham Drive	9400 Block	Borgen Boulevard (previous limits were "northwesterly City limits at the State Route 16 Interchange at Swede Hill"	Major Collector	35	35	44	36-45	74.7	4,376	6,850	11	1.77	Propose maintaining current speed limit for consistency due to planned new roadway construction in vicinity and new development. Re-evaluate upon completion of roadway improvements and hospital development.							
B	Canterwood Boulevard	Burnham Drive	northerly city limits	Minor Collector	35	35	48	36-45	71.7	4,941	2,850	2	0.68	Propose maintaining current speed limit for consistency due to planned new roadway construction in vicinity and new development. Re-evaluate upon completion of roadway improvements and hospital development.							
C	Hunt Street	Skansie Avenue	38th Avenue	Minor Collector	30	30	37	26-35	72.4	6,243	2,650	4	1.17	Propose maintaining current speed limit for consistency (85th %-tile may suggest raising, however, existing speed limit is within 10 mile pace).							
D	Olympic Drive	56th Street	Point Fosdick Drive	Blvd/Arterial	30	30	39	31-40	65.4	12,495	2,675	37	5.34	Propose maintaining current speed limit. Re-evaluate upon completion of City's Olympic/56th Street project.							
E	Peacock Hill Avenue	100th Street Court	Borgen Boulevard (previous limits were "northerly City limits")	Minor Collector	35	35	45	36-45	67.4	4,149	3,790	6	1.84	Propose maintaining current speed limit to maintain pedestrian safety.							
F	Point Fosdick Drive	Olympic Drive	44th Street	Major Collector	30	30	36	27-36	46.7	10,372	2,170	34	7.28	Propose maintaining current speed limit. Most accidents occur at various side street intersections. New traffic signal being installed in 2007 at intersection with 46th Street. Re-evaluate upon completion of new development on east side of Point Fosdick between 48th and 45th Street.							
G	Point Fosdick Drive	44th Street	36th Street NW (previous limits were "southerly City limits")	Major Collector	35	35	43	31-40	69.9	7,192	2,660	9	2.27	Propose maintaining current speed limit for consistency (85th %-tile may suggest raising, however, existing speed limit is within 10 mile pace).							
H	38th Avenue NW	56th Street	Hunt Street	Minor Collector	30	30	39	31-40	73.5	5,816	2,630	4	1.26	Propose maintaining current speed limit to maintain safety due to side street intersections and numerous private driveways along segment.							
I	38th Avenue NW	56th Street	Brianwood Lane	Minor Collector	30	30	38	29-38	69.9	3,325	3,360	3	1.29	Propose maintaining current speed limit for consistency (85th %-tile may suggest raising, however, existing speed limit is within 10 mile pace).							
J	56th Street see NOTE under "Comments"	Olympic Drive	38th Avenue (previous limits varied with direction of vehicle)	Blvd/Arterial	30 or 35 (see NOTE)	30	40	31-40	75.6	9,764	1,070	7	3.23	Propose maintaining current speed limit. Re-evaluate upon completion of City's Olympic/56th Street project. NOTE: Previous ordinance had eastbound speed limit of 30 mph and westbound speed limit of 35 mph. Combined J,K and L from previous Ordinance into a single speed zone (30 mph) in both directions for consistency.							
K	Borgen Boulevard New Speed Zone	Burnham Drive	Harbor Hill Drive	Blvd/Arterial	35	35	38	29-38	59.8	16,320	2,565	17	1.96	Propose maintaining current speed limit. Re-evaluate upon completion of various new development in vicinity (Costco, Harbor Crossing, YMCA)							
L	Borgen Boulevard New Speed Zone	Harbor Hill Drive	Peacock Hill Avenue	Blvd/Arterial	35	35	44	33-42	65.7	6,371	2,930	2	0.52	Propose maintaining current speed limit. Re-evaluate upon completion of various new development in vicinity (Costco, Harbor Crossing, YMCA)							

**City of Gig Harbor  
2006 Speed Zone Studies Summary of Data**

Reference Paragraph	Limits:		Classification	Existing Speed		Proposed Speed		85th %ile		10 Mile Pace		% in Pace		ADT		Length of Road Segment		No. of accidents (3-yr thru 10-06)		Accident Rate (acc/mv/m)		Comments
	From	To		Limit	Speed	Limit	Speed	Speed	Speed	Pace	Pace	Pace	Pace	ADT	ADT	ADT	ADT	Rate	Rate			
M	Bujacich Rd/54th Ave New Speed Zone	500' n/o Rosedale Street	35	35	35	48	36-45	62.2	3,191	5,760	0	0.00									Propose maintaining current speed limit due roadway curvature and schools in vicinity of southern limits.	
N	Wollochet Drive New Speed Zone	EB SR16 off-ramp	35	35	35	39	31-40	61.4	11,531	2,860	12	1.75									Propose maintaining current speed limit.	
O	Skansie Avenue New Speed Zone	Hunt Street	35	35	35	42	31-40	67.9	5,462	2,180	0	0.00									Propose maintaining current speed limit. Re-evaluate upon completion of proposed new development in vicinity of Hunt and at 72nd Street.	
P	N. Harborview Drive New Speed Zone	Burnham Drive	20	20	20	28	21-30	82.1	11,539	980	8	3.41									Propose maintaining current speed limit due to roadside development and high pedestrian activity, mid-block crosswalk.	
n/a	Rosedale Street	Skansie Avenue	25	n/a	n/a	34	26-35	71.1	6,617	1,700	1	0.43									Changing legal speed limit unnecessary. 25 mph is appropriate.	
n/a	Edwards	Pioneer Way	25	n/a	n/a	27	16-25	72.8	674	1,420	0	0.00									Changing legal speed limit unnecessary. 25 mph is appropriate.	
n/a	North Creek Lane	Skansie Avenue	25	n/a	n/a	30	21-30	63	1,236	1,995	1	1.96									Changing legal speed limit unnecessary. 25 mph is appropriate.	
n/a	North Creek Lane	Beaver Creek Lane	25	n/a	n/a	34	21-30	68.6	929	1,995	0	0.00									Changing legal speed limit unnecessary. 25 mph is appropriate.	
		Creek Lane	25	n/a	n/a	34	21-30	68.6	929	1,995	0	0.00									Changing legal speed limit unnecessary. 25 mph is appropriate.	



**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** First Reading of Ordinance  
St. Anthony Zoning Map Amendment  
(REZ 06-1375)

**Proposed Council Action:** This is a first reading only and requires no action.

**Dept. Origin:** Community Development Department

**Prepared by:** Jennifer Kester, Senior Planner *JK*

**For Agenda of:** February 12, 2007

**Exhibits:** Hearing Examiner's Decision

Initial & Date

**Concurred by Mayor:** *CKH 2/6/07*  
**Approved by City Administrator:** *PKK 2/5/07*  
**Approved as to form by City Atty:** *CAM 2/5/07*  
**Approved by Finance Director:** *N/A*  
**Approved by Department Head:** *JK 2/6/07*

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION/BACKGROUND**

Hammes Company, on behalf of Franciscan Health Systems (FHS) and Tacoma Power, requested a site-specific rezone for the 41.5 acres St. Anthony Hospital site. Approximately 37.84 acres of the site is owned by FHS and 3.63 acres by Tacoma Power. The existing zoning map shows the site as 14.8 acres of PCD-Business Park (PCD-BP) and 26.7 acres of PCD-Medium Density Residential (RMD). However, the existing Comprehensive Plan designations for the site are 34.1 acres of PCD-BP and 7.4 acres of RMD as a result of a 2006 Comprehensive Plan amendment. The requested site-specific rezone makes the land use designations and zoning districts consistent. The site-specific rezone changes 19.3 acres of RMD zoning to PCD-BP and reconfigures the locations of the PCD-BP and RMD zones to match the land use designation. The PCD-BP zone shifts towards the west-central portion of the site so it is located adjacent to Canterwood Boulevard; the RMD zone shifts to the eastern portion of the site adjacent to residential developments.

The City issued a Determination of Significance and Adoption of Existing Environmental Document Mitigated Determination of Non-Significance (Adoption/DS) on November 15, 2006 adopting the City of Gig Harbor, 2005 Comprehensive Plan Amendments, Final Supplemental EIS. No appeals were filed and the Adoption/DS is final.

The Hearing Examiner (HE) held a public hearing on the site-specific rezone application on December 13, 2006. The HE approved the site-specific rezone with conditions on December 22, 2006. The appeal period for this decision expired on January 15, 2007. As there were no appeals, the site-specific rezone decision is final. An ordinance is required to change the official zoning map to reflect the approved site-specific rezone.



**POLICY CONSIDERATIONS**

In 2006, the City Council approved a Comprehensive Plan amendment for the subject site, reconfiguring the existing PCD-BP and RMD land use on the site to 34.1 acres of PCD-BP and 7.4 acres of RMD. PCD-BP zoning is the only zoning which can implement the PCD-BP land use designation; RMD zoning is the only zoning which can implement the RMD land use designation. This proposed rezone will make the zoning map consistent with the Comprehensive Plan.

**FISCAL CONSIDERATION**

There are no adverse fiscal impacts associated with this rezone.

**BOARD OR COMMITTEE RECOMMENDATION**

No board or committee was required to review this application.

**RECOMMENDATION / MOTION**

This is a first reading only and requires no action.

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

**AN ORDINANCE OF THE CITY OF GIG HARBOR, WASHINGTON, REZONING 19.3 ACRES OF RMD (PLANNED COMMUNITY DEVELOPMENT MEDIUM RESIDENTIAL DENSITY) ZONING DISTRICT TO PCD-BP (PLANNED COMMUNITY DEVELOPMENT BUSINESS PARK) ZONING DISTRICT AND RECONFIGURING ZONING DISTRICT BOUNDARIES OF THE PCD-BP AND RMD DISTRICTS, LOCATED AT 11567 CANTERWOOD BOULEVARD IN GIG HARBOR, WASHINGTON, ASSESSOR'S PARCEL NUMBERS 0122254083 and 0122254079 AND AMENDING THE OFFICIAL ZONING MAP TO BE CONSISTENT THEREWITH**

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WHEREAS, Hammes Company, on behalf of Franciscan Health Systems and Tacoma Power, requested a rezone for portions of the parcels located at 11567 Canterwood Boulevard in Gig Harbor, Washington, Assessor's parcel numbers 0122254083 and 0122254079; and

WHEREAS, the land use designations in the Comprehensive Plan of the subject site at 11567 Canterwood Boulevard are 34.1 acres of PCD-BP (Planned Community Development Business Park) and 7.4 acres of RMD (Planned Community Development Residential Medium), as shown on attached Exhibit "A", which is a result of the 2005 Comprehensive Plan amendments; and

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

WHEREAS, the existing zoning districts on the Official Zoning Map of the City for the subject site are 14.8 acres of PCD-BP (Planned Community Development Business Park) and 26.7 acres of RMD (Planned Community Development Residential Medium), as shown on attached Exhibit "B"; and

WHEREAS, Hammes Company, Inc. requested to rezone 19.3 acres of RMD zoning on the subject parcels to PCD-BP zoning and reconfigure the locations of the PCD-BP and RMD zoning district boundaries to be consistent with the Comprehensive Land Use Map; and

WHEREAS, a SEPA threshold determination of Determination of Significance and Adoption of Existing Environmental Document Mitigated Determination of Non-Significance (Adoption/DS) was issued on November 15, 2006 adopting the City of Gig Harbor, 2005 Comprehensive Plan Amendments, Final Supplemental EIS; and

WHEREAS, the SEPA threshold decision was not appealed; and

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

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

WHEREAS, a public hearing on the proposed rezone was held before the Hearing Examiner on December 13, 2006, at which time the Hearing Examiner heard public testimony on the rezone; and

WHEREAS, the Hearing Examiner approved the proposed rezone in his decision dated December 22, 2006; and

WHEREAS, the appeal period expired on January 15, 2007; and

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

WHEREAS, the City Community Development Director forwarded the site-specific rezone proposal to the Washington State Department of Community Development on August 31, 2006 pursuant to RCW 36.70A.106; and

WHEREAS, the Gig Harbor City Council considered the Ordinance at first reading on \_\_\_\_\_; and

WHEREAS, the Gig Harbor City Council voted to \_\_\_\_\_ this Ordinance during the second reading on \_\_\_\_\_; and

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

Section 1. The real property located at 11567 Canterwood Boulevard in Gig Harbor, Washington, Assessor's parcel numbers 0122254083 and 0122254079 is hereby rezoned to 34.1 acres of PCD-BP (Planned Community Development Business Park) and 7.4 acres of RMD (Planned Community Development Residential Medium), as shown on attached Exhibit "C".

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

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

Section 4. Effective Date. This ordinance, being an exercise of a power specifically delegated to the City legislative body, is not subject to referendum, and shall

take effect (5) days after passage and publication of an approved summary thereof consisting of the title.

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_ day of \_\_\_\_\_, 2007.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

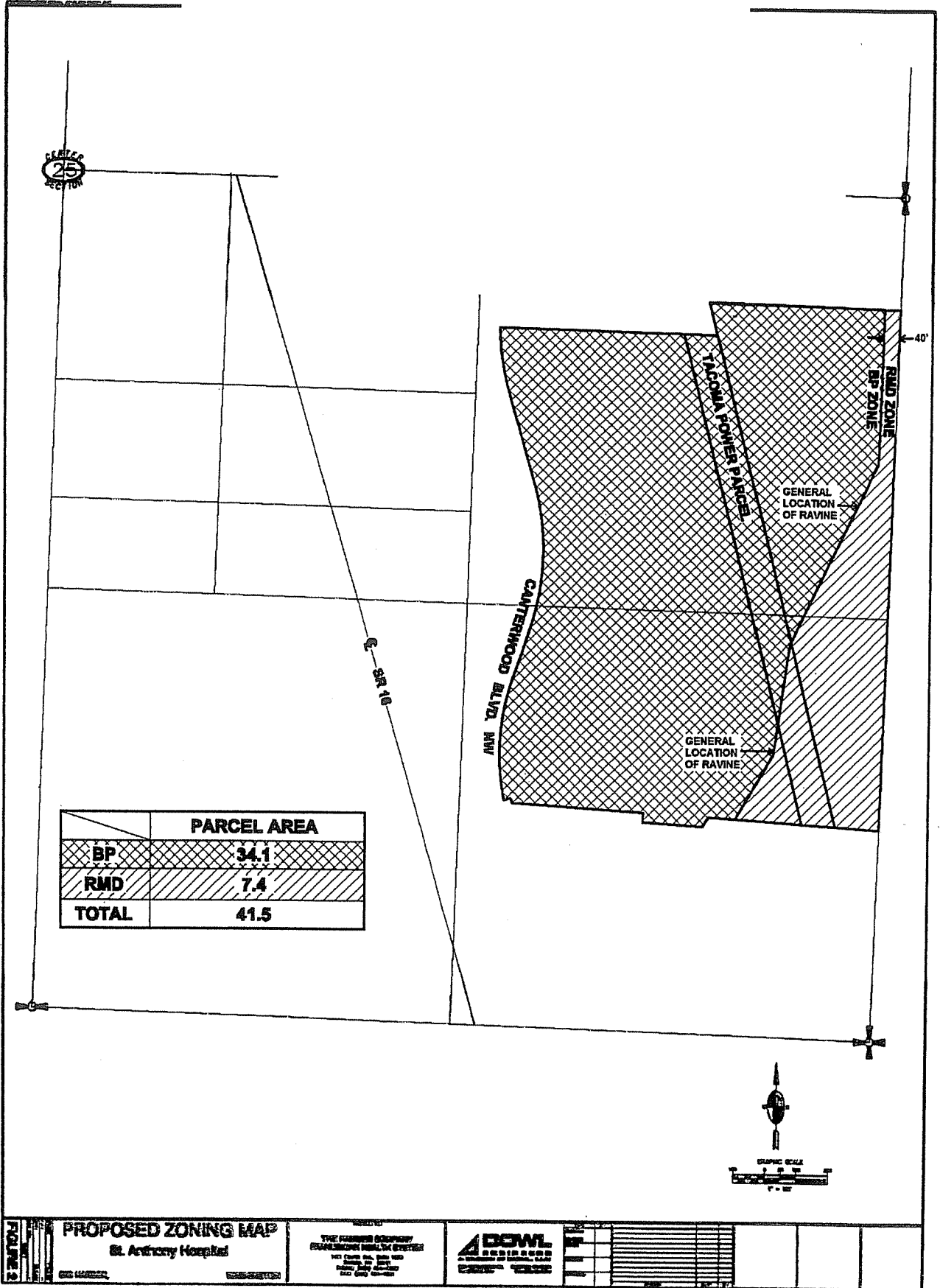
By: \_\_\_\_\_  
MOLLY TOWSLEE, City Clerk

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

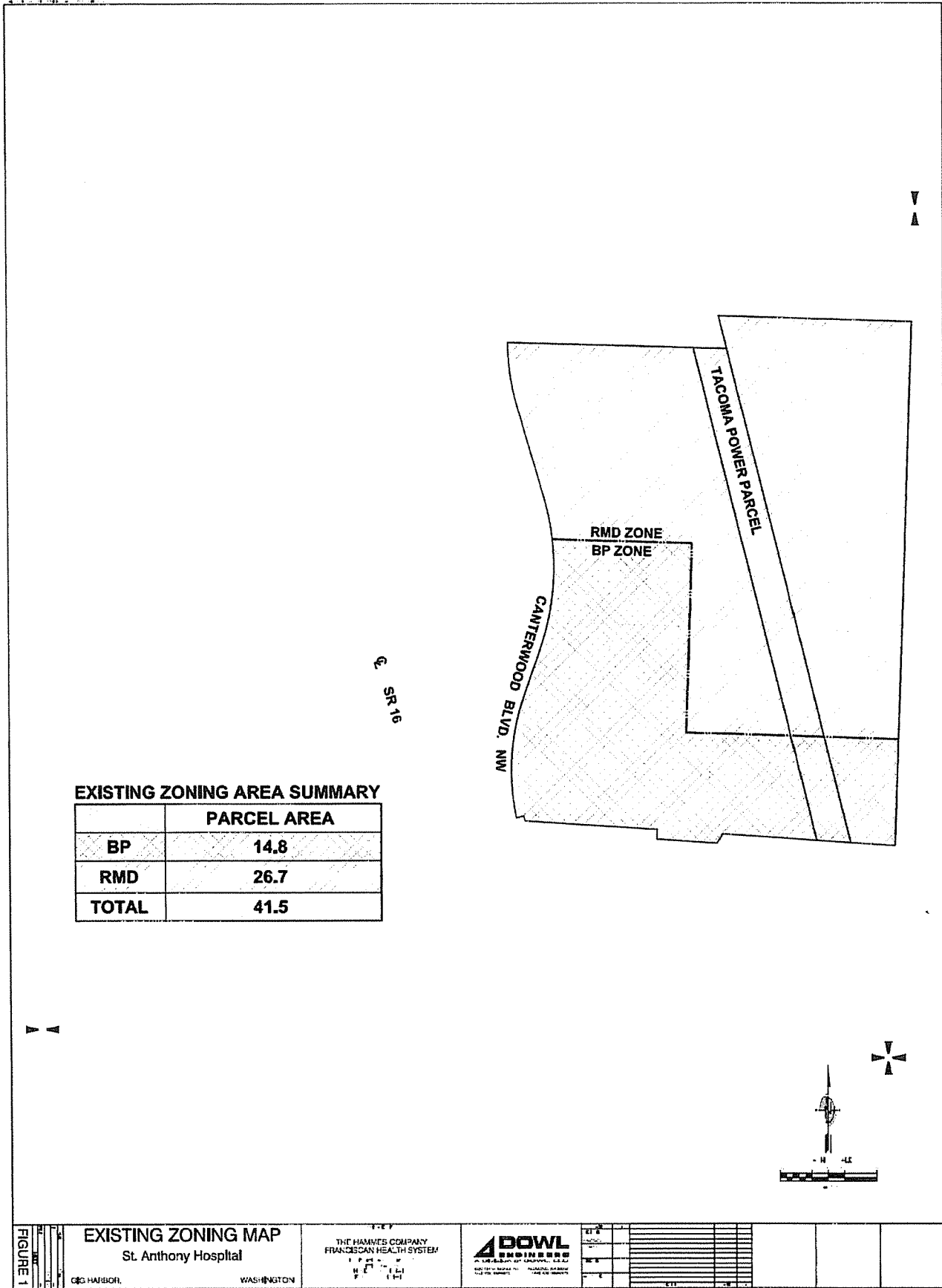
By: \_\_\_\_\_  
CAROL A. MORRIS

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

# EXHIBIT A MAP OF EXISTING LAND USE

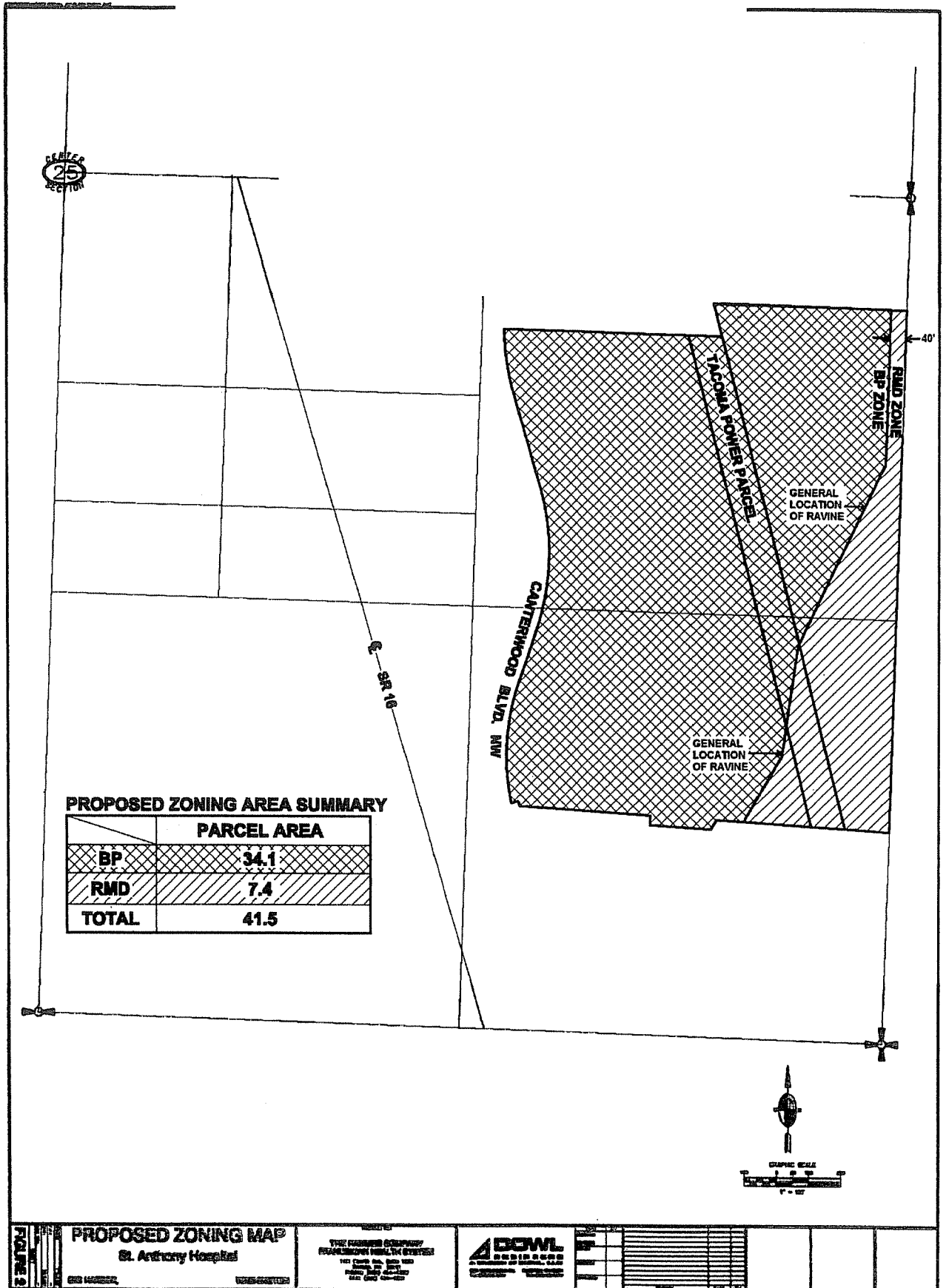


# EXHIBIT B MAP OF EXISTING ZONING





# EXHIBIT C MAP OF REQUESTED ZONING



**PROPOSED ZONING AREA SUMMARY**

	PARCEL AREA
BP	34.1
RMD	7.4
<b>TOTAL</b>	<b>41.5</b>

<p><b>PROPOSED ZONING MAP</b> St. Anthony Hospital</p>	<p><small>THE ENGINEERING COMPANY FRANKLIN AVENUE, ST. LOUIS, MO. DATE: 10/15/88 BY: [Signature]</small></p>	<p><b>DOWL</b> ARCHITECTS 1001 N. 10TH ST. ST. LOUIS, MO. 63103</p>	<table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>			<table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>			<table border="1" style="width: 100%; height: 40px;"> <tr> <td style="width: 50%;"></td> <td style="width: 50%;"></td> </tr> </table>		

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BEFORE THE HEARING EXAMINER  
FOR THE CITY OF GIG HARBOR

RECEIVED  
DEC 26 2006  
COMMUNITY  
DEVELOPMENT

In Re: the Application of Hammes  
Company, on behalf of Franciscan Health  
Systems and Tacoma Power

REZ 06-1375  
FINDINGS, CONCLUSIONS AND  
DECISION

**I. SUMMARY OF DECISION**

The application for a site specific rezone of the 41.5 acre St. Anthony Hospital site currently zoned as 14.8 acres of PCD-Business Park (PCD-BP) and 26.7 acres of PCD-Medium Density Residential (RMD), to 34.1 acres of PCD-BP and 7.4 acres of RMD, located at 11567 Canterwood Boulevard, within the City of Gig Harbor, is approved with conditions.

**II. SUMMARY OF PROCEDURE**

A. Hearing. An open record hearing was held in the City of Gig Harbor on December 13, 2006.

B. Exhibits. No proposed exhibits were rejected. The Examiner had the complete City file available for review, and specifically admitted the following exhibits:

1. Staff Report for REZ 06-1375, dated December 6, 2006;
2. Application for Rezone REZ 06-1375 (PL-REZ-06-0001), received by City August 15, 2006;
3. Franciscan Health System Parcel Legal Description, Schedule A, received by City August 15, 2006;
4. Franciscan Health System Parcel Map, "Exhibit A," received by City August 15, 2006;
5. Letter from Dave Ward, Tacoma Public Utilities, to Joe Kunkel, dated August 8, 2006;
6. Map of existing land use, "Exhibit B," received by City August 15, 2006;
7. Map of proposed zoning, "Exhibit C," received by City August 15, 2006;
8. Applicant's statement of existing conditions, received by City August 15, 2006;

**KENYON DISEND, PLLC**

THE MUNICIPAL LAW FIRM  
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9. Applicant's description of proposal, received by City August 15, 2006;
10. Determination of Significance and Adoption of Existing Environmental Document, SEPA 06-1377, issued November 15, 2006;
11. City of Gig Harbor, 2005 Comprehensive Plan Amendments, Final Supplemental EIS, dated April 5, 2006;
12. Resolution No. 678, City of Gig Harbor, passed July 10, 2006;
13. Memorandum dated December 5, 2006, to Jennifer Kester, Senior Planner, from Emily Appleton, Associate Engineer, regarding Franciscan Hospital Rezone Application, including attached letter dated March 23, 2006 from David Brereton, Director of Operations, to Laure Nichols, regarding Water Capacity Reservation Certificate Application;
14. Resolution No. 679, City of Gig Harbor, passed July 24, 2006;
15. Ordinance No. 1051, City of Gig Harbor, passed July 10, 2006 including only Exhibit B to the ordinance;
16. Applicant's response to general criteria for a rezone, received September 8, 2006; and
17. Authorization of Tacoma Power joining in application of Joe Kunkel/Hammes Co. for REZ 06-1375.

C. Pleadings. In addition, the Hearing Examiner considered the following:

1. None.

D. Testimony. The following individuals provided testimony under oath:

1. The Staff Report was presented by Jennifer Kester, Senior Planner; and
2. Joe Kunkel, Applicant.

### III. FINDINGS

1. Hammes Company, on behalf of Franciscan Health Systems ("FHS") and Tacoma Power, has applied for a site-specific rezone for the 41.5 acre St. Anthony Hospital site located at 11567 Canterwood Boulevard, Gig Harbor (FHS Assessor's Parcel No. 0122254083 and Tacoma Power Assessor's Parcel No. 0122254079). Approximately 37.84 acres of the site is owned by FHS and 3.63 acres is owned by Tacoma Power. The current zoning for the site is 14.8 acres of PCD-Business Park (PCD-BP) and 26.7 acres of PCD-Medium Density Residential (RMD). The proposed rezone would change 19.3 acres of RMD zoning to PCD-BP and reconfigure the

1 locations of the PCD-BP and RMD zones. As proposed, the subject site would have 34.1  
2 acres of PCD-BP and 7.4 acres of RMD zoning. The PCD-BP zone would shift towards  
3 the west-central portion of the site and be located adjacent to Canterwood Boulevard, and  
4 the RMD zone would shift to the eastern portion of the site adjacent to proposed and built  
5 residential developments. Exs. 3, 6, and 7.

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2. The Gig Harbor North area was annexed into the City in 1997. In 2006,  
Franciscan Health Systems applied for and received an amendment to the City's  
Comprehensive Plan Land Use Map, reconfiguring the existing PCD-BP and RMD land  
use on the site to 34.1 acres of PCD-BP and 7.4 acres of RMD. Ex. 15. As required by  
the Growth Management act, the requested rezone would make the land use designations  
consistent with the zoning designations. As part of the 2006 comprehensive plan  
amendment described above, a Final Supplemental EIS was issued, primarily addressing  
impacts to the City's traffic system. The Comprehensive Plan amendment was  
accordingly conditioned on the execution of a development agreement describing the  
transportation mitigation to be performed by FHS. Exs. 11 - 12. The Comprehensive  
Plan amendment was also conditioned on the execution of a construction agreement  
describing the means by which the mitigation required by the development agreement  
will be performed. Ex. 14.

3. The subject site is 41.5 total acres and has significant topographical change.  
The site includes two stream ravines, rises steeply along portions of Canterwood  
Boulevard, and includes rolling hills. The site is primary forested with a few clearings.  
Three wetlands and two streams exist on the site.

4. The subject parcel is currently zoned with 14.8 acres of PCD-BP and 26.7  
acres of RMD. Adjacent zoning and current uses include:

- a. North: R-1 – urban growth area
- b. East: R-1 – Canterwood Country Club  
RMD – Harbor Crossing Plat
- c. South: RB-2 – vacant land
- d. West: B-2 – vacant land

5. While the current zoning for the subject site is 26.7 acres RMD and 14.8 acres  
PCD-BP, the current land use designation for the site is 7.4 acres RMD and 34.1 acres  
PCD-BP. PCD-BP zoning is the only zoning which can implement the PCD-BP land use  
designation, and RMD zoning is the only zoning which can implement the RMD land use  
designation.

6. Gig Harbor Municipal Code (“GHMC”) Chapter 17.100, Amendments,  
addresses site-specific rezones.

7. Pursuant to GHMC 17.100.035, applications for amendments to the zoning  
district map (which include, but are not limited to, site specific rezones) may only be  
approved if all of the following criteria are satisfied:

**KENYON DISEND, PLLC**

— THE MUNICIPAL LAW FIRM —

11 FRONT STREET SOUTH

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1                   a. *The application for the zoning district map amendment must be*  
2 *consistent with and further the goals, policies and objectives of the comprehensive plan;*

- 3                   • This site-specific rezone application is consistent with the 2005  
4 Comprehensive Plan map amendment which reconfigured the existing  
5 PCD-BP and RMD land use designations on the site to 34.1 acres of  
6 PCD-BP and 7.4 acres of RMD. PCD-BP zoning is the only zoning  
7 which can implement the PCD-BP land use designation, and RMD  
8 zoning is the only zoning which can implement the RMD land use  
9 designation. This review criterion is satisfied.

10                   b. *The application for the zoning district amendment must further or bear*  
11 *a substantial relationship to the public health, safety and general welfare;*

- 12                   • The City considered the public health, safety, and general welfare of  
13 both present and future citizens of the City when the City reviewed  
14 and adopted the 2005 Comprehensive Plan Amendments reconfiguring  
15 the land use designation of this site. In order to further mitigate any  
16 adverse impacts to the health, safety, and welfare of Gig Harbor  
17 citizens, the FSEIS issued for the Comprehensive Plan amendment, as  
18 well as the related development and construction agreements (Exs. 12  
19 and 14), required several traffic system improvements be completed or  
20 bonded for by Franciscan Health Systems prior to issuance of  
21 certificates of occupancy for the proposed buildings. As conditioned  
22 below, this review criterion is satisfied.

23                   c. *No substantial detrimental effect will be caused by the granting of the*  
24 *application for the amendment;*

- 25                   • No substantial detrimental effect would be caused by the granting of  
this rezone request. The site-specific rezone request is specifically  
intended to make the site zoning consistent with the Comprehensive  
Plan land use designations, as required by the Growth Management  
Act. All adverse impacts identified for the proposed rezone have been  
mitigated through the Final Supplemental EIS issued for the  
Comprehensive Plan map amendment and the associated development  
agreement executed between the City and Franciscan Health System.  
This review criterion is satisfied.

*d. The proponents of the application have the burden of proof in*  
*demonstrating that conditions have changed since the original zoning or original*  
*designation for the property on the zoning district map.*

- The subject property was originally designated and zoned with 14.8  
acres of PCD-BP and 26.7 acres of RMD in 1997. Conditions of the

**KENYON DISEND, PLLC**

— THE MUNICIPAL LAW FIRM —

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ISSAQUAH, WASHINGTON 98027-3820

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1 property significantly changed with the adoption by the City Council  
2 of the 2006 Comprehensive Plan Amendments, reconfiguring the  
3 PCD-BP and RMD land use designations to 34.1 acres of PCD-BP and  
4 7.4 acres of RMD. This review criterion is satisfied.

5 8. Pursuant to GHMC 17.998.030, the design review process is not applicable to  
6 this non-project action.

7 9. The Operations and Engineering Division reviewed the proposed plans and  
8 provided final comments on this site specific rezone by Memorandum dated December 5,  
9 2006, and in the Staff Report. Exs. 13 and 1, respectively.

10 10. The City issued a Determination of Significance and Adoption of Existing  
11 Environmental Document Mitigated Determination of Non-Significance (Adoption/DS)  
12 on November 15, 2006 (Ex. 10), adopting the City of Gig Harbor, 2005 Comprehensive  
13 Plan Amendments, Final Supplemental EIS (Ex. 11). Because the threshold  
14 determination is an adoption of an existing environmental document, no comment or  
15 appeal period is required.

16 11. The FSEIS recommended several mitigation measures to account for the  
17 change of use on the subject site. To ensure that those mitigation measures are carried  
18 out, as a condition of the 2005 Comprehensive Plan amendment, the City and Franciscan  
19 Health Systems entered into a development agreement which describes those mitigation  
20 measures which must be performed by FHS.

21 12. Legal notice of the proposed action and scheduled hearing was published in  
22 the Peninsula Gateway on November 22, 2006. In addition, notice was mailed to all  
23 interested parties and property owners within 300 feet of the subject site on November  
24 27, 2006. Notice was also posted on the subject site on November 29, 2006.

#### 25 IV. CONCLUSIONS

A. Jurisdiction. The Examiner has jurisdiction to rule on site specific rezone  
applications pursuant to GHMC 19.01.003.

B. Criteria for Review. The criteria for the Examiner to consider in deciding on a  
site specific rezone application, including applications for amendments to the zoning  
district map, are set forth at GHMC 17.100.035.

C. Conclusions Based on Findings. The Examiner adopts the findings set forth  
above, and accordingly concludes that all necessary review criteria have been satisfied as  
conditioned below.

#### V. DECISION

Based on the above findings and conclusions, the application for a site specific  
rezone of the 41.5 acre St. Anthony Hospital site from 14.8 acres of PCD-Business Park

1 (PCD-BP) and 26.7 acres of PCD-Medium Density Residential (RMD), to 34.1 acres of  
2 PCD-BP and 7.4 acres of RMD, located at 11567 Canterwood Boulevard, Gig Harbor, is  
approved with conditions as follows:

3 1. Any development of the site shall comply with the terms of the "Development  
4 Agreement by and between the City of Gig Harbor and Franciscan Health System, for a  
5 Comprehensive Plan Amendment Hospital/Medical Office Building," dated July 21,  
2006, Resolution 678, passed by the Gig Harbor City Council on July 10, 2006 (Ex. 12).

6 2. Construction of required transportation improvements shall comply with the  
7 terms of the "Agreement by and between the City of Gig Harbor and Franciscan Health  
8 System, for Construction of Transportation Improvements," dated August 29, 2006,  
Resolution 679, passed by the Gig Harbor City Council on July 24, 2006 (Ex. 14).

## 9 VI. PARTIES OF RECORD

10 Jennifer Kester, Senior Planner  
11 City of Gig Harbor  
3510 Grandview Street  
Gig Harbor, WA 98335

Laure Nichols  
Franciscan Health Systems  
1717 South J Street  
Tacoma, WA 98405

12 Joe Kunkel  
13 Hammes Company  
1325 Fourth Avenue, Suite 1035  
14 Seattle, WA 98101

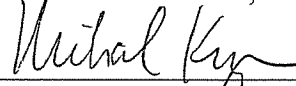
Tacoma Power  
P.O. Box 11007  
Tacoma, WA 98411-0007

## 15 VII. APPEAL OF EXAMINER'S DECISION

16 Pursuant to GHMC 19.01.003 as amended by Ordinance No. 903, any party of  
17 record desiring to appeal the Examiner's decision on the application for a site specific  
18 rezone may do so within 10 days of the issuance of this decision by filing an appeal with  
the Gig Harbor City Council, pursuant to the provisions of GHMC 19.06.004.

19 DATED this 22 day of December, 2006.

20 KENYON DISEND, PLLC

21   
22 \_\_\_\_\_  
23 Michael R. Kenyon, Hearing Examiner

24  
25  
**KENYON DISEND, PLLC**

THE MUNICIPAL LAW FIRM

11 FRONT STREET SOUTH

ISSAQUAH, WASHINGTON 98027-3820

(425) 392-7090 FAX (425) 392-7071





**Business of the City Council  
City of Gig Harbor, WA**

**Subject:** First Reading of Ordinance –  
Amending the Procedure for Council  
Reconsideration of Hearing Examiner’s  
Decisions

**Proposed Council Action:**

Adopt ordinance at second reading.

**Dept. Origin:** Administration

**Prepared by:** Carol Morris, City Attorney

**For Agenda of:** 2/14/07

**Exhibits:** Ordinance

Initial & Date

**Concurred by Mayor:**

*CA 2/6/07*

**Approved by City Administrator:**

*PKK 2/5/07*

**Approved as to form by City Atty:**

*Cam 2/6/07*

**Approved by Finance Director:**

\_\_\_\_\_

**Approved by Department Head:**

\_\_\_\_\_

Expenditure		Amount		Appropriation	
Required	0	Budgeted	0	Required	0

**INFORMATION / BACKGROUND**

The Council asked the City Attorney to prepare an ordinance allowing the Council (or anyone else with standing) to request reconsideration of the Hearing Examiner’s final decisions, prior to the time that a judicial appeal is filed. Attached is the proposed ordinance.

**FISCAL CONSIDERATION**

**BOARD OR COMMITTEE RECOMMENDATION**

**RECOMMENDATION / MOTION**

**Move to:** The City Attorney recommends adoption of the attached ordinance after the second reading.

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

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF GIG HARBOR, WASHINGTON, RELATING TO LAND USE AND ZONING, ALLOWING RECONSIDERATION OF THE FINAL DECISION OF THE HEARING EXAMINER FOR PROJECT PERMIT APPLICATIONS, DESCRIBING THE PROCEDURE FOR FILING A REQUEST FOR RECONSIDERATION, IDENTIFYING THE PERSONS WHO MAY FILE A REQUEST FOR RECONSIDERATION, DESCRIBING THE HEARING EXAMINER'S AUTHORITY ON RECONSIDERATION AND NOTICE TO THE PUBLIC OF THE ISSUANCE OF THE RECONSIDERATION DECISION; ADDING A NEW SECTION 19.05.010 TO THE GIG HARBOR MUNICIPAL CODE.**

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WHEREAS, the City has eliminated the closed record appeal procedure for many project permit applications; and

WHEREAS, the closed record appeal procedure allowed the City Council to hear appeals of decisions of the Hearing Examiner; and

WHEREAS, while the City Council does not desire to re-establish the procedure for holding closed record appeals at this time, it does desire to establish a procedure that would allow persons to request reconsideration of the Hearing Examiner's decisions prior to the time a judicial appeal is filed; and

WHEREAS, adding a procedure allowing the Hearing Examiner to reconsider his/her decisions before they are judicially appealed may eliminate some judicial appeals; and

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

WHEREAS, the City Council considered this Ordinance during its City Council meeting of February 12, 2007; Now, Therefore,

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

Section 1. A new Section 19.05.010 is hereby added to the Gig Harbor Municipal Code, which shall read as follows:

### **19.05.010 Reconsideration of Decision.**

A. Generally. Any person identified in GHMC Section 19.06.003 as having standing to file an administrative appeal may request reconsideration of a Decision of the hearing examiner which issues immediately after the open record public hearing on a project permit application described in this chapter.

B. Time to File. A request for reconsideration must be filed with the City Planning Director within 10 calendar days of the hearing examiner's written Decision. Such requests shall be delivered to the Director by mail, personal delivery or fax before 5:00 p.m. on the last business day of the reconsideration period. Requests for reconsideration that are received by mail after 5:00 p.m. on the last day of this reconsideration period will not be accepted, no matter when such requests were mailed or postmarked.

C. Computation of Time. For the purposes of computing the time for filing a request for reconsideration, the day the hearing examiner's decision is issued shall not be counted. If the last day of the appeal is a Saturday, Sunday, or holiday designated by RCW 1.16.050, or by a city ordinance, then the appeal must be filed on the next business day.

D. Content of Request for Reconsideration. Requests for reconsideration shall be in writing, be accompanied by the required reconsideration fee (which shall be the same as the administrative appeal fee), and contain the following information:

1. The name, address and phone number of the requestor;
2. Identification of the application and final decision which is the subject of the request for reconsideration;
3. Requestor's statement of grounds for reconsideration and the facts upon which the request is based;
4. The specific relief requested;
5. A statement that the requestor believes the contents of the request to be true, followed by his/her signature.

E. Effect. The timely filing of a request for reconsideration shall stay the hearing examiner's decision until such time as the hearing examiner issues a Decision on Reconsideration.

- F. Notice of Request for Reconsideration. The Director shall provide mailed notice that a request for reconsideration has been filed to all parties of record as defined in GHMC Section 19.06.003.
- G. Hearing Examiner's Action on Request. The Hearing Examiner shall consider the request for reconsideration without a hearing. A decision on the request for reconsideration shall issue within 20 days after receipt of the request for reconsideration by the City.
- H. Limitations on Hearing Examiner's Reconsideration. The Hearing Examiner shall consider the request for reconsideration based on the administrative record compiled on the application up to and including the date of the Hearing Examiner's decision. The Hearing Examiner may require or permit corrections of ministerial errors or inadvertent omissions in the preparation of the record and the Hearing Examiner's decision. The Reconsideration Decision issued by the Hearing Examiner may modify, affirm or reverse the Hearing Examiner's decision.
- I. Notice of Final Decision on Reconsideration. The Director shall issue a Notice of Final Decision on Reconsideration in the manner set forth and to the persons identified in GHMC Section 19.05.009.
- J. Further Appeals. If no administrative appeal is allowed of the Hearing Examiner's Decision, and a request for reconsideration was timely filed, then any judicial appeal must be filed within twenty-one (21) days after issuance of the Decision on Reconsideration, as provided in Chapter 36.70C RCW.

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

PASSED by the City Council and approved by the Mayor of the City of Gig Harbor this \_\_\_\_ day of \_\_\_\_\_, 2007.

CITY OF GIG HARBOR

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

ATTEST/AUTHENTICATED:

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

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

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

FILED WITH THE CITY CLERK: 1/26/07  
PASSED BY THE CITY COUNCIL:  
PUBLISHED:  
EFFECTIVE DATE:  
ORDINANCE NO:



**DRAFT**

**CITY OF GIG HARBOR  
INTERGOVERNMENTAL AFFAIRS COMMITTEE MEETING  
February 5, 2007 – 4:00 p.m.**

**PRESENT:**

Chuck Hunter, Mayor; Councilmember Steven Ekberg; Councilmember Tim Payne; Councilmember Paul Conan; and Rob Karlinsey, City Administrator.

The meeting began with a conference call with Gordon Thomas Honeywell Government Affairs representatives Tim Schellberg and Dale Learn. Mr. Schellberg explained the status of bills before the state legislature that affect Gig Harbor, including the status of the CERB grant and the Hospital Benefit Zone technical fix legislation.

Mr. Schellberg also went over the appointment schedule during the legislative action conference on February 14 and 15, during which City representatives will meet with various lawmakers in Olympia.

Mr. Schellberg then left the conference call, and the discussion continued with Mr. Learn who was calling in from Washington, D.C.

Mr. Learn discussed the April 10-12 trip to Washington D.C. during which three councilmembers and the city administrator plan to meet with congressional staff and leadership to promote the City's federal earmark requests.

Mr. Learn explained the federal earmark request process and went on to describe how he has already been talking to congressional staff about the City's requests (Burnham Interchange improvements and daylighting of Donkey Creek). Mr. Karlinsey agreed to provide the completed Burnham Interchange brochure and economic backup data to Mr. Learn by week's end.

As for the Donkey Creek request, the meeting participants agreed that the current estimate to install a box culvert and daylight the stream was too low. As the discussion progressed, the recommended scope of the Donkey Creek project proposal was adjusted to fully daylight the creek by installing a bridge instead of a culvert and also to install a fish-friendly culvert where Donkey Creek goes under Harborview Drive (Burnham). Mr. Karlinsey agreed to have a brochure with the new proposal completed and emailed to Mr. Learn by week's end.

The meeting adjourned at approximately 5:30 p.m.



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